

March 1, 2023

**ADVENTIST HEALTH SYSTEM/WEST, a California
nonprofit religious corporation;**

and

**MID-COLUMBIA MEDICAL CENTER, an Oregon
nonprofit public benefit corporation.**

AFFILIATION AGREEMENT

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AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this “*Agreement*”) is made and effective as of March 1, 2023 (the “*Execution Date*”), by and among Adventist Health System/West, a California nonprofit religious corporation (“*Adventist Health*”) with a principal place of business at One Adventist Health Way, Roseville, CA 95661, on its behalf and on behalf of its Affiliates, and MID-COLUMBIA MEDICAL CENTER, an Oregon nonprofit public benefit corporation (“*MCMC*”) with a principal place of business at 1700 East 19th St, The Dalles, OR 97058, on its behalf and on behalf of its Affiliates. Adventist Health and MCMC are referred to individually as a “*Party*” or collectively as the “*Parties*.”

RECITALS

WHEREAS, MCMC operates Mid-Columbia Medical Center, a general acute care hospital facility located in The Dalles, Oregon (the “*Hospital*”);

WHEREAS, in addition to operating the Hospital, MCMC, through Hospital, also provides various outpatient services in the communities it serves through hospital-based clinics, a cancer center, outpatient clinics, and several other health care related businesses;

WHEREAS, Adventist Health is a faith-based, non-profit integrated health care system serving communities in California, Hawaii, Oregon and Washington, consisting of hospitals, clinics (hospital-based, rural health and physician clinics), home care agencies, hospice agencies and retirement centers;

WHEREAS, MCMC has engaged in an in-depth evaluation of its current strategic position, the long-term sustainability of its mission, and the advantages and disadvantages of entering into a strategic relationship with another health care system to support and sustain that mission;

WHEREAS, such evaluation has involved the advice of outside strategic and legal advisors and the analysis of a management working group, a special board committee, and the full Board of Trustees, with the resulting decision to explore strategic relationship opportunities based on a specific set of goals and objectives to evaluate such opportunities;

WHEREAS, as a result of its collective analysis, MCMC solicited indications of interest with respect to strategic relationships from a number of prominent health care systems identified with the recommendations of outside advisors;

WHEREAS, as part of this process, Adventist Health and MCMC executed a non-binding Letter of Intent describing a potential transaction pursuant to which Adventist’s wholly-owned affiliate, Stone Point Health, would become the sole corporate member of MCMC (the “*Affiliation*”) upon closing the Affiliation (the “*Closing*”);

WHEREAS, the Parties believe that the integration of MCMC into the Adventist corporate family through the Affiliation will enhance the Parties’ individual and collective abilities to achieve their common charitable objectives, including significantly enhancing the ability of

MCMC to serve the health needs of the communities it serves through sustainable access to high-quality, affordable care;

WHEREAS, the Affiliation will improve the health of MCMC's community, increase the quality, reliability, availability and continuity of care, promote health equity and equitable access to care; follow a process that is transparent, robust and informed by the public, including the local community, through meaningful engagement; and

WHEREAS, the Parties expect to accomplish the Affiliation, and operate MCMC after the Affiliation, in a manner that is fiscally responsible, sustainable, and that holds increases in patient costs for health care at or below the Health Care Cost Growth Benchmark;

WHEREAS, the Parties desire for MCMC to affiliate with Adventist Health on terms and conditions set forth in this Agreement (the "**Affiliation**");

NOW, THEREFORE, in consideration of the representations, warranties, premises and the mutual covenants and agreements hereinafter contained, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings given:

(a) "**Action**" shall mean any action, complaint, claim, suit, litigation, proceeding, arbitration, mediation, labor dispute, arbitral action, governmental audit, inquiry, criminal prosecution, investigation or unfair labor practice charge or complaint.

(b) "**Adventist**," "**Adventist Health**" or "**AH**" means Adventist Health System/West d/b/a Adventist Health, including, as applicable, Stone Point Health ("**Stone Point**"), a California nonprofit, charitable, public benefit corporation whose sole member is Adventist.

(c) "**Affiliate**" means any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. For purposes of this definition, control means the direct or indirect power, through ownership of securities or otherwise, to direct or cause the direction of the management and policies of a person or entity.

(d) "**Attorney General**" means the Oregon Attorney General.

(e) "**Business Day**" means a day other than a Saturday, Sunday or other day on which banks located in Oregon are authorized or required by law to close.

(f) "**Capital Expenditure**" means, with respect to MCMC, any expenditure which, in accordance with Generally Accepted Accounting Principles ("GAAP"), would be required to be capitalized and shown on the consolidated balance sheet of MCMC, or which, with respect to

information technology or other shared expenditures, would be required to appear on Adventist Health's balance sheet but would be beneficially used by MCMC. The definition of Capital Expenditure as provided in this Section 1.1(f) is expressly modified as detailed in Section 3.1 hereinbelow and in the event of any conflict between this Section 1.1(f) and Section 3.1 the language and specific caveats provided in Section 3.1 shall control, they being intended for the express benefit of Adventist Health, as determined in its sole and absolute discretion.

(g) “**Clinics**” means those hospital-based, community-based and rural health clinics operated under the general acute care hospital license of the Hospital pursuant to Oregon and federal laws and regulations, where each Clinic's name and location are listed on Exhibit 1.1.

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

(i) “**Contracts**” means all commitments, contracts, leases, licenses, agreements and understandings, written or oral, relating to the MCMC Operations, including agreements with payors, physicians and other providers, agreements with health maintenance organizations, independent practice associations, preferred provider organizations and other managed care plans and alternative delivery systems, joint venture and partnership agreements, management, employment, retention and severance agreements, vendor agreements, real and personal property leases and schedules, maintenance agreements and schedules, agreements with municipalities and labor organizations, collective bargaining agreements and bargaining obligations, and bonds, mortgages and other loan agreements.

(j) “**Due Diligence Request**” means that certain Due Diligence Request List originally provided by Adventist Health to MCMC on August 11, 2022, and all supplemental diligence requests made by Adventist Health through the Closing Date.

(k) “**Encumbrances**” means all liabilities, levies, claims, charges, assessments, mortgages, security interests, liens, pledges, conditional sales agreements, title retention contracts, leases, subleases, rights of first refusal, options to purchase, restrictions and other encumbrances, and agreements or commitments to create or suffer any of the foregoing.

(l) “**Environmental Claim**” means any written, or to MCMC's knowledge threatened, claim, action, cause of action, investigation or notice by any Person alleging potential liability arising out of, based on or resulting from (a) the presence, release, or threatened release, of any Hazardous Materials at (or to MCMC's knowledge adjacent to any location owned or operated by a MCMC Entity), or (b) circumstances forming the basis of any violation or alleged violation of any Environmental Law.

(m) “**Environmental Laws**” means any and all applicable Laws relating to pollution, contamination or protection of the environment (including ground water, land surface or subsurface strata), including Laws relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, recycling, reporting or handling of Hazardous Materials.

(n) “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

(o) “**ERISA Affiliate**” means an Affiliate of a Person if it is considered a single employer with such Person under ERISA Section 4001(b) or Section 414 of the Code, or part of the same “controlled group” as such Person for purposes of ERISA Section 302(d)(3).

(p) “**Feasibility Study**” means the analysis, commissioned by the Parties and referenced in Section 5 of the Term Sheet, attached as Exhibit A to the Letter of Intent

(q) “**Financial Statements**” means the consolidated audited balance sheet and income statement of Adventist Health or MCMC, as the case may be, as of and for the year ended December 31, 2022.

(r) “**Governmental Approval Date**” means the date on which the final written approval of the Oregon Health Authority and all other Governmental Entities listed in Schedule 1.1(r) with respect to the Affiliation is obtained.

(s) “**Governmental Entity**” means any federal, state, provincial, county, municipal, regional or local government, or any political subdivision thereof, and any entity, department, commission, bureau, agency, authority, board, court or other similar body or quasi-governmental body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or other political subdivision thereof.

(t) “**Government Payment Programs**” means federal and state Medicare, Medicaid and TRICARE (a/k/a CHAMPUS) programs, and similar or successor programs with or for the benefit of Governmental Entities.

(u) “**Hazardous Materials**” means all chemicals, pollutants, contaminants, wastes (including medical waste), toxic substances, petroleum and petroleum products which are regulated or controlled by a Governmental Entity, including hazardous wastes under the Resource, Conservation and Recovery Act, 42 U.S.C. §§ 6903 et seq., hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., asbestos, polychlorinated biphenyls and urea formaldehyde foam insulation, and low-level nuclear materials, special nuclear materials or nuclear-byproduct materials, all within the meaning of the Atomic Energy Act of 1954, as amended, and any rules, regulations or policies promulgated thereunder.

(v) “**Health Care Market Oversight Program**” means the Oregon state laws and regulations governing material change transactions involving health care entities, ORS 415.500 et seq., and OAR 409-070-0000 et seq.

(w) “**Health Information Laws**” means all federal and state Laws relating to the privacy and security of patient, medical or individual health information, including without limitation the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5, and its implementing regulations, when each is effective and as each is amended from time to time (collectively, “**HIPAA**”), and 42 CFR Part 2 (“**Part 2**”).

(x) “**Hill-Burton Act**” means the Public Health Service Act, 42 U.S.C. §§ 291 et seq.

(y) “**Hospital**” means Mid-Columbia Medical Center.

(z) “**Knowledge**” of a Person of a particular fact or other matter is deemed if (and only if) a member of that Person’s knowledge group has (i) actual knowledge of the fact or matter or (ii) would reasonably be expected to obtain knowledge of such fact or matter in the normal performance of their duties in their respective capacities with respect to the Person and upon due inquiry of those employees reporting directly thereto. The knowledge group for MCMC is composed of the CEO, the CFO, and Chief Operating Officer.

(aa) “**Law**” or “**Laws**” means all laws, codes, regulations, rules, orders, common law and ordinances applicable to the Parties including: state corporate practice of medicine Laws and regulations, state professional fee-splitting laws and regulations, Medicare Law (Title XVIII of the Social Security Act), Medicaid Law (Title XIX of the Social Security Act), TRICARE Law (10 U.S.C. § 1071 et seq.) and the regulations promulgated thereunder, the Civilian Health and Medical Program of the Uniformed Services, workers’ compensation; state and federal controlled substance and drug diversion, including the Federal Controlled Substances Act (21 U.S.C. § 801 et seq.) and the regulations promulgated thereunder, the Patient Protection and Affordable Care Act as amended by the Health Care and Education Affordability Reconciliation Act (the “**Affordable Care Act**”), the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), any applicable state fraud and abuse prohibitions, including those that apply to all payors (governmental, commercial insurance and self-payors), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the civil monetary penalty laws (42 U.S.C. § 1320a-7a), the National Labor Relations Act (29 U.S.C. § 151 et seq.), laws and regulations applicable to organizations described under Section 501(c)(3) of the Code and any other state or federal law or regulation which regulates Adventist Health, Stone Point, an MCMC Entity/or MCMC Operations (e.g., kickbacks, patient or program charges, recordkeeping, claims process, documentation requirements, medical necessity, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, environmental, information technology, security, licensure, accreditation or any other aspect of providing health care services).

(bb) “**Letter of Intent**” or “**LOI**” means that certain non-binding letter of intent between Adventist Health and MCMC dated as of August 1, 2022 (the “**LOI Execution Date**”) that outlined the Parties’ intent with respect to the Affiliation.

(cc) “**Material Adverse Change**” or “**MAC**” means an event, change or circumstance occurring before the Closing, which, individually or together with any other event, change or circumstance, does or would be reasonably expected to have a material adverse effect, either individually or in the aggregate, on the business, assets, liabilities, financial condition or results of a Party’s Operations, taken as a whole, or could reasonably be expected to prevent a Party from completing the Affiliation or fulfilling its post-closing obligations, regardless of whether such effect is or would be realized before or after the Closing. A MAC shall not include: (i) changes in events or circumstances due to or caused by the announcement of the Affiliation; (ii) seasonal

changes; (iii) requirements, reimbursement rates, policies or procedures of third-party payors or accreditation commissions or organizations that are generally applicable to hospitals or health care facilities; (iv) general business, industry, or economic conditions (unless such conditions disproportionately affect a Party, as indicated by that Party closing a significant portion of its services or operations or by that Party making or undergoing significant reductions in its clinical staff or employed providers); (v) local, regional, national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (vi) changes in financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index or changes in interest rates); (vii) a pandemic or related public health orders; or (viii) changes in Generally Accepted Accounting Principles.

(dd) “**Material Contract**,” means, a Contract pertaining to the ownership, sale or leasing of MCMC Real Property, a Contract having a value in excess of two hundred fifty thousand and 00/100 dollars (\$250,000.00) per year, or a Contract having a duration of more than five (5) years.

(ee) “**MCMC Assets**” means any and all assets used in the ordinary course of the MCMC Operations taken as a whole or in the individual operations of any MCMC Entity, including the MCMC Real Property, the MCMC Personal Property, the MCMC Inventory and the MCMC Intellectual Property.

(ff) “**MCMC Employee**” means an employee of an MCMC Entity.

(gg) “**MCMC Employee Benefit Program**” means any pension, profit-sharing, savings, retirement, employment, collective bargaining, severance pay, termination, executive compensation, incentive compensation, deferred compensation, bonus, phantom stock or other equity-based compensation, change-in-control, retention, salary continuation, vacation, sick leave, disability, death benefit, group insurance, hospitalization, medical, dental, life, Code Section 125 “cafeteria” or “flexible” benefit, employee benefit, or material fringe benefit plan, program, policy, practice, agreement or arrangement, whether written or oral, formal or informal, legally binding or not (including every “employee benefit plan,” within the meaning of ERISA Section 3(3)) (i) currently maintained, sponsored or contributed to (or with respect to which any obligation to maintain, sponsor or contribute has been undertaken) by any MCMC Entity or any ERISA Affiliate, (ii) under which any current or former employee or director of any MCMC Entity has any present or future right to benefits, and (iii) with respect to which any MCMC Entity has any material liability.

(hh) “**MCMC Entity**” means both MCMC and Dry Hollow Professional Center, Inc., but excluding Mid-Columbia Health Foundation.

(ii) “**MCMC Healthcare Facility**” means each of the healthcare facilities of MCMC, including the Hospital, Clinics, and other healthcare facilities of other MCMC Entities, as described on the attached Exhibit 1.1.

(jj) “**MCMC Intellectual Property**” means all marks, names, trademarks, service marks, patents, patent rights, assumed names, logos, copyrights, trade secrets and similar

intangibles (including variants of and applications for any of the foregoing) used in the ordinary course of the MCMC Operations taken as a whole or in the individual operations of any MCMC Entity.

(kk) “**MCMC Inventory**” means all inventories of useable supplies, drugs, food, janitorial and office supplies, maintenance and shop supplies, and other disposables and consumables owned by any MCMC Entity and used in connection with the MCMC Operations.

(ll) “**MCMC Operations**” means any and all operations conducted by a MCMC Entity, whether at the Hospital, by a MCMC Healthcare Facility, or elsewhere.

(mm) “**MCMC Personal Property**” means all tangible personal property owned by any MCMC Entity and used in connection with the MCMC Operations, of every kind and nature, including all furniture, fixtures, equipment, machinery, vehicles, and owned or licensed computer systems.

(nn) “**MCMC Real Property**” means all real property interests owned or leased by any MCMC Entity, including buildings and improvement comprising Hospital and each MCMC Healthcare Facility and all MCMC’s interests therein, and all right, title and interest of MCMC in all appurtenances, options, easements, servitudes, rights-of-way and other rights associated therewith.

(oo) “**MCMC Service Area**” means (1) the following Counties in Oregon: Wasco County, Hood River County, Sherman County, and Gilliam County; and (2) the following Counties in the state of Washington: Klickitat County, and Skamania County.

(pp) “**Multiemployer Plan**” shall have the meaning set forth in Section 3(37) of ERISA or Section 4001(a)(3) of ERISA.

(qq) “**OHA**” means the Oregon Health Authority.

(rr) “**Person**” means an individual, corporation, partnership, limited liability company, firm, joint venture, association, joint stock company, trust, unincorporated organization or other entity, or any Governmental Entity or quasi-governmental body or regulatory authority.

(ss) “**Permitted Liens**” means any of the following liens on real or personal property means (a) Liens for Taxes, assessments and governmental charges or levies not yet delinquent, for which adequate reserves are maintained on the MCMC Financial Statements, or the amount or validity of which is being contested in good faith; (b) Liens imposed by Law, such as materialmen’s, mechanics’, carriers’, workmen’s and repairmen’s liens and other similar liens, arising in the ordinary course of business; (c) pledges or deposits to secure obligations under workers’ compensation or unemployment Laws or similar legislation or to secure public or statutory obligations; (d) all matters of record, including, without limitation, survey exceptions, reciprocal easement agreements and other encumbrances on title to real property that do not materially impair the occupancy or use of such real property for the purpose for which it is used as of the date hereof in the ordinary course of business; (e) all applicable zoning, entitlement, conservation restrictions and other land use and environmental regulations; (f) all exceptions,

restrictions, easements, charges, rights-of-way and other Liens set forth in any License, or other state, local or municipal franchise applicable to any of the MCMC Entities or any of their respective properties which do not, individually or in the aggregate, materially interfere with the use, occupancy or operation of such properties as currently used, occupied or operated by any of the MCMC Entities; (g) non-exclusive licenses granted by the MCMC Entities in the ordinary course of business; and (h) other Liens referred to on Schedule 1.1(ss).

(tt) “**Plant Closure Laws**” means any “plant closure” or “mass layoff” Law, which includes the Federal Worker Adjustment and Retraining Notification (WARN) Act (29 U.S.C. §§ 2101 et seq.

(uu) “**Reverse Due Diligence Request**” means that certain Reverse Due Diligence Request List originally provided by MCMC to Adventist Health, and all supplemental diligence requests made by MCMC through the Closing Date.

(vv) “**Special Employee Liabilities**” shall mean “Paid Time Off,” which has been accrued, but not used, donated or cashed-out.

(ww) “**State**” shall mean the State of Oregon.

(xx) “**Stone Point**” or “**Stone Point Health**” shall refer to the definition set forth above in Section 1.1(b).

(yy) “**Tax**” means (a) (i) any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, windfall profits, environmental (under Section 59A of the Code), customs, duties, real property, personal property, capital stock, social security (or similar), unemployment, disability, payroll, license, employee, service, ad valorem, profits, capital, premium, production, consumption, commercial rent, capital gains, business privilege, recording, inventory, merchandise, intangibles, transaction, title, business, deduction at source or other withholding (including withholding liability as a representative taxpayer), or other tax, (ii) any impost, fee, levy, charge, or assessment, in each case, in the nature of taxes, (iii) any liability under unclaimed property, escheat or any similar Law, and (iv) any interest, penalties or additions in respect of the foregoing (whether disputed or not) or in respect to failure to comply with any requirement with respect to Tax Returns and (b) any liability for the payment of any amounts of the type described in clause (a) as a result of any Contract to pay or assume any such amounts or to indemnify any other Person for such amounts, any transferee or successor liability, the operation of Law (including pursuant to Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law) or otherwise.

(zz) “**Tax Return**” means any return, declaration, report, claim for refund, information return or statement, including schedules and attachments thereto and amendments, relating to Taxes.

(aaa) “**Transaction Document**” means each of the Agreement and New Organizational Documents.

(bbb) “*Utilities*” means water, sewer, gas, electricity, internet, television and telephone services.

1.2 Other Defined Terms. The following terms shall have the meanings defined for such terms in the Sections set forth below:

| <u>Term</u> | <u>Section</u> |
|---------------------------------|-----------------------|
| “Affiliation” | Recitals |
| “Affordable Care Act” | 1.1(aa) |
| “Agreement” | Preamble |
| “AH Charity Policy” | 3.11(a) |
| “Arbitration Notice” | 10.1(c)(i) |
| “ASP” | 10.1(c) |
| “Capital Committee” | 3.1 |
| “Capital Commitment” | 3.1 |
| “Capital Investment Period” | 3.1 |
| “Capital Investment Plan” | 3.1 |
| “Clinical Affiliation Plan” | 3.9 |
| “Clinical Services Growth Plan” | 3.8(c) |
| “Closing” | 13.1 |
| “Closing Date” | 13.1 |
| “Community Board” | 2.2 |
| “Corporate Board” | 3.5(a) |
| “Disclosure Schedules” | Article V |
| “Dispute” | 10.1 |
| “Dispute Notice” | 10.1(a) |
| “DOL” | 5.14(b) |
| “Drop Dead Date” | 11.2(c) |
| “EMR” | 3.2(a) |
| “Environmental Licenses” | 5.10(a) |
| “Execution Date” | Preamble |
| “Government Authorizations” | 7.1(e) |
| “Hearing” | 10.1(c)(v) |
| “HIPAA” | 1.1(w) |
| “Hospital” | Recitals |
| “Indemnified Party” | 9.1(c) |
| “Indemnifying Party” | 9.1(c) |
| “Initial Resolution Period” | 10.1(b) |
| “Integration Committee” | 2.3 |
| “IRS” | 5.14(b) |
| “Leases” | 5.9(e) |
| “Licenses” | 5.11 |
| “Long-Term Debt” | 3.3 |
| “Losses” | 9.1(a) |

| <u>Term</u> | <u>Section</u> |
|--------------------------------|----------------|
| “MCH Foundation” | 2.4 |
| “Meet and Confer” | 10.1(b) |
| “New Organizational Documents” | 2.1 |
| “Obligated Group” | 3.3 |
| “Obligated Group Entry Date” | 3.3 |
| “Party” or “Parties” | Preamble |
| “PBGC” | 5.14(b) |
| “Powers of Attorney” | 13.2(d) |
| “Representatives” | 5.28 |
| “SEC” | 5.14(b) |
| “Term” | 11.1 |
| “Urgent Capital Needs” | 3.1 |
| “VCP” | 5.14(b) |

ARTICLE II
MCMC MEMBERSHIP AND RESTRUCTURING

2.1 Membership; Restructuring. MCMC shall cause Adventist Health’s wholly-controlled subsidiary Stone Point Health to become the sole member of MCMC, effective on the Closing Date, by taking all necessary steps including the adoption of amended and restated articles, and amended and restated corporate bylaws, in substantially the same form as those set forth in Exhibit 2.1 (collectively the “*New Organizational Documents*”). Adventist Health, as the sole corporate member of Stone Point, shall exercise governance and economic control over MCMC as set forth in the New Organizational Documents.

2.2 MCMC Community Board. Upon adoption of the New Organizational Documents, MCMC shall have (i) created a local board of directors tasked with delegated oversight responsibilities of the local operations of MCMC Operations (the “*Community Board*”) as further described in the New Organizational Documents and Section 3.5 of this Agreement, (ii) appointed the Community Board Members, and (iii) helped appoint the Integration Committee pursuant to Section 2.3 of this Agreement, below.

2.3 Integration Committee. Effective on the Closing Date and for a period of at least 12 months following Closing, the Parties shall create, maintain and support an oversight committee (the “*Integration Committee*”) consisting of an equal number of representatives of each Party to coordinate the integration of MCMC and Adventist. The Integration Committee shall generally be responsible to develop a plan to realize administrative and other savings to be achieved as a result of the Affiliation. The Integration Committee shall not have any control over either Party, and shall seek to make consensus recommendations to the Parties.

2.4 Mid-Columbia Health Foundation. Mid-Columbia Health Foundation, its assets and liabilities (“*MCH Foundation*”) shall be excluded from the Affiliation. For purposes of this Agreement, MCH Foundation shall not be deemed an Affiliate of MCMC, and will remain separate and independent of Adventist Health and MCMC upon Closing; provided, however, that Adventist

Health shall assume all rights held by MCMC at the time of Closing by virtue of MCH Foundation's articles of incorporation or bylaws, including but not limited to the right to fill, appoint or nominate one or more individuals for positions as directors or officers of MCH Foundation. Following the Closing Date, MCMC shall facilitate discussions between Adventist Health, MCMC and MCH Foundation regarding the status and role of MCH Foundation.

ARTICLE III
ADVENTIST HEALTH DUTIES AS OF AND AFTER THE CLOSING

3.1 Capital Investments. Adventist Health shall cause One Hundred Million Dollars (\$100,000,000) of capital to be invested in MCMC (the "**Capital Commitment**") during the ten (10) years immediately following the Closing Date (the "**Capital Investment Period**").

MCMC shall convene a capital committee comprised of members of its executive team and one member of its medical staff and one member of the Community Board (the "**Capital Committee**"). The Oregon Network President of Adventist Health shall also be a member of the Capital Committee. Within eight months of the Closing Date, the Capital Committee shall present to the Capital Management Council of Adventist Health a plan or budget for the allocation of the Capital Commitment over the first ten years of the affiliation (the "**Capital Investment Plan**").

[REDACTED]

Adventist Health shall, in its sole discretion, determine the manner of financing any Capital Expenditures made pursuant to the Capital Investment Plan, including cash, leases, or debt. [REDACTED]

[REDACTED]

It is the intention of Adventist Health, in consultation with MCMC executive leadership and the Capital Committee, to allocate the Capital Commitment over the Capital Investment Period so as to allow flexibility for the most efficient utilization and return on investment of such commitment.

3.2 Information Technology Enhancements.

(a) Following the Closing Date, Adventist Health and MCMC shall maintain a working group for the purpose of planning, procuring and implementing an instance of the Epic electronic medical record ("**EMR**") system for MCMC [REDACTED]

[REDACTED]

(b) Adventist Health will include and aggregate MCMC's clinical and financial data into an enterprise data warehouse to which MCMC shall have full and complete access. Adventist Health will transition MCMC to enterprise resource planning software and systems utilized across the Adventist Health. In addition, Adventist Health will provide MCMC full and complete access

to those third party applications for EMR, financial, and clinical services as are used by other Adventist affiliate hospitals.

(c) The capital expenses of the EMR system and other software systems, implementations and conversions required by this Section 3.2 shall be treated as Capital Investments for purposes of Section 3.1.

(d) Adventist Health shall provide either directly or through a third-party vendor information technology services and support for MCMC's electronic health record system. Adventist or Adventist Portland shall assist MCMC with problem resolution related to the information technology solution and other support services and represent the interests of MCMC with the same level of support it provides to its own employees and physicians.

3.3 Long-Term Debt; Obligated Group. MCMC's long-term debt is described on Exhibit 3.3 ("Long-Term Debt"). Adventist Health in its sole discretion may determine to add MCMC to Adventist Health's Obligated Group in connection with appropriate modifications to MCMC bank loan covenants if Adventist Health determines that it is advantageous to do so. For purposes of this Agreement, "**Obligated Group**" has the meaning ascribed to it in that certain Master Indenture of Trust (Amended and Restated), dated as of May 8, 2007, by and among Adventist Health, certain of its controlled nonprofit corporations, and The Bank of New York Mellon Trust Company, N.A., as successor master trustee. "**Obligated Group Entry Date**" means the date, if ever, when MCMC is added to Adventist Health's Obligated Group. If Adventist Health determines that MCMC needs to borrow or otherwise obtain additional funds prior to the Obligated Group Entry Date, Adventist Health shall in its discretion either: (a) loan MCMC such necessary funds directly or (b) guarantee MCMC's borrowing of funds from a third party. After the Closing Date, MCMC shall participate in the Adventist Health capital allocation process, which shall include consultation and collaboration with the senior management of MCMC and the Community Board, for both routine and strategic capital needs. For the avoidance of doubt, any amounts paid by the Obligated Group in connection with the actions described in this Section 3.3 shall not be considered a Capital Investment for purposes of Section 3.1.

3.4 Liabilities. Following the Closing Date, Adventist Health shall take the requisite actions to allow MCMC to fully meet the terms of, and/or avoid defaulting under, outstanding debt and other financial liabilities of MCMC, including without limitation taking the following actions: Adventist Health shall assume, guarantee, or otherwise become responsible for all of MCMC's outstanding debt and other financial liabilities; and Adventist Health shall ensure the availability of funds necessary to satisfy all of MCMC's debt, capital lease obligations, and other liabilities of MCMC and shall support MCMC in meeting any administrative requirements associated with MCMC's debt obligations until such time as full defeasance or termination of MCMC's debt obligations occurs.

3.5 MCMC Governance. Pursuant to the New Organizational Documents and Section 2.2 of this Agreement,

(a) MCMC shall have a legal board of directors (the "**Corporate Board**") that is the board of directors of Adventist Health, which shall be ultimately responsible for the actions of

MCMC under State Law. MCMC shall also have a Community Board. The members of the Corporate Board also shall serve as the directors of Stone Point Health, and Adventist Health shall at all times be the sole corporate member of Stone Point Health.

(b) The Community Board shall exercise those powers and duties as are delegated to it by the Corporate Board and as are set forth in the Community Board bylaws attached as Exhibit 3.5. These bylaws shall not be unilaterally changed by Adventist Health, except as part of a modification of the bylaws of all Adventist Health affiliates similarly situated to MCMC.

(c) The Community Board will retain local standing committees consistent with State Law and Adventist Health policies and procedures.

3.6 Corporate Services.

(a) Following the Closing Date, Adventist Health shall provide MCMC with operating and clinical resources, expertise and innovations reasonably equivalent to those provided to other hospitals Affiliated with Adventist Health. Adventist Health shall provide MCMC with full and complete access to services and resources currently provided across the Adventist system, including: (i) comprehensive support and back-office services; (ii) comprehensive physician infrastructure services; (iii) expertise and infrastructure to achieve operational efficiencies, including joint purchasing programs; (iv) programs, services and infrastructure that support the transition and advancement towards population health management and value-based care; (v) quality improvement, compliance, data collection, financial tools, programs, infrastructure and systems to enhance care quality, patient safety, sustainability and growth; (vi) medical management policies and programs, standardized care, and post-acute care management protocols to improve clinical quality; (vii) technology, data, analytics, telehealth capabilities, and evidence-based best practices, including Adventist's data warehouse platform and performance analytics; (viii) captive insurance and risk management programs; (ix) branding and marketing services; (x) fundraising support; and (xi) access to efficiencies in administrative and clinical operations (including revenue cycle management, labor productivity systems, overhead management systems and system policies and procedures).

(b) The Integration Committee shall oversee implementation and extension of the resources referenced in 3.6(a) to MCMC.

(c) MCMC will be charged by Adventist Health for central system services according to the methodology set forth in Exhibit 3.6(c), or such successor methodology as Adventist Health may later adopt, provided that MCMC shall be charged on the same basis as all other Adventist Affiliates.

(d) Following the Closing Date, Adventist Health and its Affiliates will provide MCMC with access to applicable group purchasing contract(s), vendor contracts, payor contracts, managed care support systems and strategies (including administrative and technical support with respect to capitation and integration of MCMC into Adventist Health's managed care networks and payor contracts, as applicable), accountable care organizations and other health reform initiatives and physician networks in the same manner and on the same footing as other hospitals Affiliated with Adventist Health.

3.7 Branding Strategy. Prior to the Closing Date, the Parties will work together to adopt a branding strategy, consistent with other Adventist Affiliates and markets, that utilizes both the Adventist Health brand and service marks and honors the legacy of the “Mid-Columbia” name.

3.8 Maintenance of Clinical Services; Clinical Services Growth Plan. Subject to any conditions on approval of the Affiliation, or other regulatory requirement, by the Oregon Health Authority, the Oregon Health Care Market Oversight Program, the Attorney General or other Governmental Entity:

(a) Adventist Health shall continue to operate MCMC as a hospital after Closing and shall continue to operate substantially all existing MCMC facilities, services, and programs in a manner consistent with MCMC’s mission and operations immediately preceding Closing or as such facilities, services, and programs may be changed under the oversight and authority of the Corporate Board and Community Board.

(b) Prior to eliminating or materially reducing any of the facilities, services, or programs of MCMC that existed immediately prior to Closing, Adventist Health shall consult with the Community Board and consider its input and advice.

(c) Following the Closing Date, Adventist Health and MCMC leadership and physicians shall develop a plan to expand the breadth and depth of services provided by MCMC (the “*Clinical Services Growth Plan*”), including without limitation access to tertiary and quaternary services for MCMC’s Service Area and, as needed, expansion of off-campus sites for providing ambulatory care.

3.9 Existing Clinical Affiliations; Clinical Affiliation Plan. In the context of MCMC’s existing clinical affiliations, Adventist Health shall seek to minimize disruption to the care MCMC provides, and its community receives. Following a review of MCMC’s legacy commitments, relationships and affiliations (which may be completed following the Closing Date), Adventist Health and MCMC shall develop a plan to maintain, enhance or replace each one, as appropriate (the “*Clinical Affiliation Plan*”). To the extent certain of MCMC’s current clinical affiliations are replaced with programs provided by Adventist, the Clinical Affiliation Plan shall ensure such replacement programs are at least on par with those currently offered by MCMC, and that transition to such replacement programs minimizes disruptions to patients, physicians, and employees. In all cases, Adventist Health shall ensure that access and quality of service is maintained for any modified or replaced program.

3.10 Quality, Safety and Patient Satisfaction. After the Closing, Adventist Health shall operate MCMC with a commitment to quality, safety and patient satisfaction, including maintaining appropriate accreditation, and with a commitment to improving population health and, subject to material changes in such programs, participation in all commercial, Medicare Advantage, Medicare, and TRICARE programs, subject to any material changes in any of those programs after Closing that materially and adversely financially impact, hinder, or preclude participation by MCMC or Adventist Health.

3.11 Charity and Community Care.

(a) Effective upon the Closing Date, Adventist Health shall cause MCMC to adopt the Adventist Health policies on charity and indigent care, as set forth in Exhibit 3.11(a) (the “AH Charity Policy”), as may be modified by Adventist Health system-wide from time to time and subject to changes in Law, regulation or policy. MCMC shall follow Adventist Health’s procedures for implementing, maintaining and adhering to the AH Charity Policy.

(b) Following Closing, Adventist Health shall ensure that MCMC continues to provide support to and participate in community-based health programs at levels reasonably consistent with previous years, subject to Adventist Health’s satisfactory assessment of their effectiveness and financial viability, including cooperation with local organizations that sponsor healthcare initiatives to address identified community needs and improve the health status of the elderly, poor, and other at-risk populations in the MCMC Service Area.

(c) If MCMC has a charity care patient or discounted care patient on the Closing Date, MCMC shall finish the course of treatment for such patient under the same financial arrangement as existed with MCMC prior to the Closing Date.

3.12 Medical Staff.

(a) Adventist Health shall continue to support and enhance relationships with the medical staff and community physicians and shall take reasonable steps to minimize any disruption of physician practice in the MCMC Healthcare Facilities.

(b) The organized medical staff of the Hospital shall retain its general structure immediately prior to the Closing, including its existing medical staff bylaws and officer selection process, subject to full compliance with Laws and applicable accreditation standards, and excepting those modifications and amendments to the medical staff bylaws required by and resulting from the change of the governing body responsibilities from MCMC to Adventist Health and the Community Board. Each medical staff member in good standing as of the Closing Date shall maintain medical staff privileges at the Hospital after the Closing Date subject to the medical staff bylaws.

(c) Adventist shall make available to MCMC-employed physicians and advanced practice providers all of the resources, expertise, intellectual capital, entities and associated operational support functions available to Adventist Health-employed physicians and advanced practitioners. Adventist Health commits to maintaining existing employment relationships, subject to customary due diligence, for current MCMC-employed physicians and advanced practitioners in good standing immediately prior to Closing.

(d) Adventist shall support non-MCMC employed members of the MCMC medical staff with programs and services substantially comparable to those available to the independent physicians and practitioners at other Adventist Health acute care hospital locations.

3.13 Recruitment of Physicians and Advanced Practice Providers. Following the Closing Date, Adventist Health shall provide recruitment assistance to MCMC and shall cause MCMC to use commercially reasonable efforts to recruit and retain quality physicians and advanced practice providers across specialties to serve the needs of the MCMC Service Area,

consistent with the commitment to maintain clinical services as set forth above, subject to applicable Laws. The Parties shall adopt and implement specific and measurable recruitment initiatives as set forth in Exhibit 3.13.

3.14 Employees.

(a) Subject to the provisions of this Section 3.14 and Section 3.15, for a period of no less than 180 days following the Closing Date substantially all MCMC Employees in good standing (including those on MCMC-approved or legally required leaves of absence) at the time of Closing shall remain MCMC Employees. During this 180-day period following the Closing Date (or, if earlier, the date of the applicable MCMC Employee's termination of employment with a MCMC Entity), each MCMC Employee shall remain in a substantially similar position, under substantially the same terms and conditions of each employee's then-current employment arrangement, and at no less than that MCMC Employee's existing compensation and benefit levels provided to such MCMC Employee by a MCMC Entity immediately prior to Closing. For purposes of this section, a MCMC Employee shall be considered in good standing, and therefore eligible for continued employment, as long as he or she: (a) passes prior to the Closing Date all pre-employment screenings applicable to Adventist Health employees, and (b) engages in no conduct during the 180-day retention period that, under applicable Law or policies of Adventist Health, constitutes grounds for termination of employment for cause. If any MCMC Employee is subject to an ongoing progressive discipline or termination procedure as of the Closing Date, such procedure shall continue in due course and shall not be restarted, interrupted or concluded solely as a result of the Affiliation. Notwithstanding the above, nothing in this Section 3.14(a) shall apply to any person serving as part of the MCMC Executive Leadership Team (as defined below in Section 3.15) or to modify or replace any provision of any individual MCMC Employee's written employment agreement, which shall remain in full force and effect unless modified by the parties thereto in writing. Nothing in this paragraph is intended or shall be interpreted to create a contract of employment for a fixed term between MCMC or Adventist Health, on the one hand, and any MCMC Employee, on the other hand.

(b) To the extent permitted by any benefit plan, MCMC Employees shall retain their current years of service for purposes of eligibility for and vesting in the applicable MCMC benefit program (or any successor benefit program or benefit program of Adventist Health or an Adventist Health Affiliate, as applicable) and shall retain their years of service as of the Closing Date for purposes of determining Special Employee Liabilities as of the Closing Date. Adventist Health shall waive any eligibility requirement or pre-existing condition limitation for persons previously covered under MCMC employee benefit plans. For the plan year in which the Closing occurs, Adventist Health will use commercially reasonable efforts to cause any eligible expenses incurred and paid by any MCMC Employee and his or her covered dependents and credited to such person during the portion of the plan year of the MCMC Employee Benefit Program ending on the date such employee's participation in the corresponding Adventist Health employee benefit program begins to be taken into account under such Adventist Health employee benefit program for purposes of satisfying the corresponding deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year.

(c) Adventist Health shall honor all MCMC Employees' accrued vacation/Paid Time Off, credit each MCMC Employee with all earned but unused holiday/vacation leave, sick leave, or other leave benefits, and pay such leave when used at a rate not less than the rate at which the leave was earned.

(d) For the purposes of this Agreement, the term MCMC Employee shall not include any licensed provider who renders professional medical services in or to a MCMC Healthcare Facility pursuant to a standalone employment or service agreement.

3.15 Management. Following the Closing Date, the MCMC leadership team (the "*MCMC Executive Leadership Team*"), including those individuals and positions set forth in Exhibit 3.15, will undergo a review and evaluation process by Adventist Health. Existing retention and/or severance agreements will be subject to due diligence review for compliance with applicable Laws. Adventist Health will honor any employment, retention, severance or similar agreements in place with the MCMC Executive Leadership Team. Following the Closing Date, members of the MCMC Executive Leadership Team will have opportunities to be considered for leadership roles within the broader Adventist Health system, as appropriate. After Closing, the MCMC Executive Leadership Team shall adhere to the reporting structure established by Adventist Health and abide by Adventist Health's code of conduct and other policies. The MCMC President or Chief Executive Officer and the MCMC leadership team will have an ongoing role in developing MCMC's strategic plan and its operating and capital budgets.

ARTICLE IV COMMUNITY BOARD ENFORCEMENT RIGHTS AND DUTIES

4.1 Enforcement.

(a) After the Closing Date and as further set forth in Section 9.3 below, the Community Board shall have standing to enforce Adventist Health's post-closing duties and commitments pursuant to this Agreement and shall be considered a Party to this Agreement for purposes of Articles IX and X, below.

(b) Prior to the Closing Date, the Community Board shall have no standing to bring a claim against Adventist Health under this Agreement pursuant to this Section 4.1. Prior to the Closing Date, MCMC shall have such right.

4.2 Reporting Obligations and Document Requests.

(a) After the Closing Date, the Community Board shall receive each year, in advance of filing for review and comment, Adventist Health's annual report to the OHA describing compliance with any conditions to approval of the Affiliation.

(b) After the Closing Date, Adventist Health agrees promptly to provide the Community Board with such documents and information reasonably requested by the Community Board in order for the Community Board to evaluate Adventist Health's compliance with the terms and conditions of this Agreement with respect to the Adventist Health Commitments.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF MCMC

Except as otherwise set forth on the disclosure schedules attached hereto (“*Disclosure Schedules*”), MCMC represents and warrants to Adventist Health with respect to each MCMC Entity, as applicable, the MCMC Operations and the MCMC Assets that the following representations and warranties are true and correct as of the Execution Date. These representations and warranties shall also be true and correct as of the Closing Date, subject to any amendment allowed by Section 7.2.

5.1 Organization, Power, Absence of Conflicts.

(a) Each MCMC Entity is a corporation duly organized, validly existing and in good standing under the laws of the State and has full power and authority to carry on its respective business in the State and to own or lease and operate the MCMC Assets at and where now owned or leased and operated by it. No MCMC Entity is licensed, qualified or admitted to do business in any jurisdiction other than the State and there is no other jurisdiction in which the ownership, use or leasing of any MCMC Asset, or the conduct or nature of the MCMC Operations, makes such licensing, qualification or admission necessary, except for MCMC’s Visiting Health Services, which holds the rights for Home Health Services in Skamania and Klickitat Counties in the state of Washington.

(b) MCMC has all requisite corporate power and authority to conduct its businesses, including those of the other MCMC Entities, as those businesses are now being conducted, to execute, deliver and enter into this Agreement, to consummate the Affiliation contemplated hereby and to perform its obligations hereunder. The execution and delivery of this Agreement, and the consummation of the Affiliation contemplated hereby, have been duly authorized by all necessary corporate or other action on the part of all MCMC Entities. This Agreement has been duly executed and delivered by MCMC and is a legal, valid and binding obligation of MCMC, enforceable against each MCMC Entity in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors’ rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity. As of Closing, no vote or written consent of any holder of any membership or ownership interests in any MCMC Entity is necessary to approve this Agreement or any of the Affiliation contemplated hereby.

(c) The execution and delivery by MCMC of this Agreement does not, and the consummation of the Affiliation contemplated hereby will not, (i) result in any breach or contravention of, or permit the acceleration of the maturity of, any Encumbrances of any MCMC Entity, (ii) result in the creation of any Encumbrances on the MCMC Assets (other than Encumbrances created pursuant to the terms of this Agreement or the other agreements and documents executed in connection with the consummation of the Affiliation contemplated hereby), (iii) conflict with, or result in any violation or breach of any provision of the formation or governing documents of any MCMC Entity, as amended to date, (iv) violate any Laws applicable to any MCMC Entity, or (v) except as set forth on Schedule 5.1, conflict with or result in a breach

of, or give rise to a right of termination or amendment of or loss of benefit under, or accelerate the performance required by the terms of any judgment, court order or consent decree, or any Material Contract or constitute a default thereunder for any MCMC Entity.

(d) Neither the execution and delivery by MCMC of this Agreement nor the consummation of the Affiliation contemplated hereby will require any consent, approval, order or authorization of, or registration, declaration or filing with, or notification to any Governmental Entity or any Person, except for (i) such consents, approvals, orders, authorizations, registrations, declarations and filings as are identified in this Agreement and (ii) such other consents, approvals, authorizations, permits, filings, registrations and notifications as are listed on Schedule 1.1(r).

(e) **Affiliates and Third-Party Rights.** Other than the MCMC Entities, no Affiliate of MCMC conducts any MCMC Operations and MCMC has no subsidiaries or other interests in any Persons that conduct any MCMC Operations. There are no Contracts with, or rights held by, any Person to acquire, directly or indirectly, any material MCMC Assets, or any interest therein.

5.2 **Transactions.** Except as described in Schedule 5.2, no MCMC Entity has within the last three (3) years sold, gifted, transferred or leased any MCMC Real Property or any MCMC Asset (other than MCMC Real Property) that has a value in excess of one hundred thousand and 00/100 dollars (\$100,000.00) to any Affiliate of any MCMC Entity or to any other Person.

5.3 Legal Compliance.

(a) Except as described in Schedule 5.3, each MCMC Entity is, and has been for the last six (6) years, in compliance in all material respects with all applicable Laws and has timely filed all reports, data and other information required to be filed with Governmental Entities. Except as disclosed on Schedule 5.3, MCMC has no Knowledge of any threatened or pending proceeding or investigation by Governmental Entities alleging a violation of any Laws by MCMC or with respect to the MCMC Operations.

(b) Except as set forth on Schedule 5.3: (i) each MCMC Entity has (A) developed a compliance plan or policies for complying with the Health Information Laws, (B) used commercially reasonable efforts to implement the provisions of such compliance plan or policies in a manner reasonably calculated to cause the applicable MCMC Operations to comply, in all material respects, with the Health Information Laws, including implementing reasonable and appropriate safeguards to maintain the security of protected health information (as defined under HIPAA at 45 C.F.R. § 160.103) as required by the Health Information Technology for Economics and Clinical Health Act of 2009 and the administrative simplification provisions of HIPAA, and (C) maintained all individually identifiable health information, including protected health information, and governed by the Health Information Laws and in accordance with the Health Information Laws; (ii) each MCMC Entity has entered into Business Associate Contracts (as defined under HIPAA at 45 C.F.R. §§ 164.308(b) and 164.314(a)), where required, and is, and has been, in compliance in all material respects with the terms of such Business Associate Contracts to which such MCMC Entity is a party or otherwise bound; (iii) for the last six (6) years, no MCMC Entity has received any written inquiries, complaints or notices from the U.S. Department of Health and Human Services, U.S. Office for Civil Rights, or any other Governmental Entity

regarding the MCMC Operations' compliance with the Health Information Laws, and, to MCMC's Knowledge, except as set forth on Schedule 5.3, no Breach or security incident (both as defined by the HIPAA information security rule) has occurred that has compromised the privacy or security of protected health information; and (iv) no MCMC Entity nor, to MCMC's Knowledge, any of MCMC's Business Associates, (as defined under HIPAA at 45 C.F.R. § 160.103), is the subject of, or a party to, any civil, criminal or administrative proceeding or investigation by a Governmental Entity in connection with any actual or potential violation of the Health Information Laws (other than routine surveys or reviews). MCMC attests in connection with this paragraph that it does not own or operate any substance use disorder treatment facilities, services, or programs subject to the requirements set forth in 42 CFR Part 2.

(c) Except as set forth in Schedule 5.3, each MCMC Entity and each MCMC Healthcare Facility meets all requirements of participation, claims submission and payment of the Government Payment Programs and the other third-party payment programs in which MCMC participates, and is a party to valid participation agreements for payment by such Government Payment Programs and other third-party payment programs. No MCMC Entity nor any of its officers, directors, employees, agents or contractors has been or is currently excluded from participation in any Government Payment Program.

(d) Except as set forth in Schedule 5.3, there are no Government Payment Program recoupments or other recoupments sought, requested, claimed, or threatened by any third-party payor against any MCMC Entity, other than routine payment adjustments made in the ordinary course. Except as set forth in Schedule 5.3, (i) there is no Action pending, received or threatened against any MCMC Entity which relates in any way to a violation of any Law pertaining to the Government Payment Programs or which could result in the imposition of material penalties on or the exclusion of any MCMC Entity or the disqualification or exclusion of any MCMC Healthcare Facility from participation in any Government Payment Programs, and (ii) to MCMC's Knowledge, no MCMC Entity or any of its officers, directors, employees or agents have engaged in any activities which are cause for civil penalties or mandatory or permissive exclusion from any Government Payment Program. Except as set forth in Schedule 5.3, no MCMC Entity is a party to any corporate integrity agreements, deferred prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements imposed by any Governmental Entity.

(e) Each MCMC Entity is in compliance in all material respects with all Laws regarding the selection, deselection, and credentialing of its employed and contracted providers, including, but not limited to, verification of licensing status and eligibility for reimbursement under the Government Payment Programs. Each MCMC Entity's employed and contracted providers are licensed and hold such clinical privileges as are required by applicable Laws and medical staff bylaws for the services which they provide. None of MCMC's providers who perform services eligible for reimbursement under any Government Payment Program are debarred or excluded from any such Government Payment Program.

(f) All material reports, data, and information required to be filed by any MCMC Entity in connection with any Government Payment Program have been timely filed and were true and complete at the time filed (or were corrected in or supplemented by a subsequent filing). MCMC

has no Knowledge of any Actions or appeals pending (nor Knowledge of any filing or submission that is likely to result in any Actions or appeals) before any court, regulatory body, administrative agency, governmental body, arbitrator or other authority (including governmental administrative contractors) with respect to any Government Payment Program reports or claims filed by any MCMC Entity on or before the date hereof, or with respect to any disallowances by any regulatory body, administrative agency, governmental body or other authority (including governmental administrative contractors) in connection with any audit. Except as set forth in Schedule 5.3, for the last four (4) years, no validation review or program integrity review related to any MCMC Entity or any MCMC Healthcare Facility has been conducted by any regulatory body, administrative agency, governmental body or other authority (including governmental administrative contractors) in connection with any Government Payment Program and no such reviews are scheduled, pending, or have been threatened in writing against or affecting any MCMC Entity or any MCMC Healthcare Facility.

5.4 Financial Statements. Except as described in Schedule 5.4, MCMC's Financial Statements fairly and accurately present in all material respects the financial condition and results of operations of the MCMC Operations as of the respective dates thereof and for the period therein referred to, in the case of unaudited financial statements subject to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes, and the Financial Statements reflect the consistent application of Generally Accepted Accounting Principles throughout the periods involved.

5.5 Conduct of Business in Ordinary Course; Absence of Material Adverse Change.

(a) Except as described in Schedule 5.5 and except for actions taken in connection with the process of affiliating with Adventist Health (including preparing for and implementing the Affiliation contemplated by this Agreement), from August 1, 2022, MCMC has conducted its businesses, and caused each MCMC Entity to conduct its business, in the ordinary course consistent with past practice.

(b) Except as described in Schedule 5.5, since August 1, 2022, no Material Adverse Change has occurred with respect to the MCMC Entities or the MCMC Operations.

5.6 Inventory and Supplies. Items of MCMC Inventory on hand consist of items of a quality usable or saleable in the ordinary course of business, except for those items which are obsolete, below standard quality or in the process of repair and for which adequate reserves have been provided in the Financial Statements. The quantities of all MCMC Inventory are reasonable and justified under the normal conduct of the MCMC Operations.

5.7 Equipment. Since August 1, 2022, except in the ordinary course of the MCMC Operations, no MCMC Entity has sold or otherwise disposed of any equipment (except obsolete equipment not in use) having an original cost in excess of Two Hundred Fifty Thousand Dollars (\$250,000) except with a comparable replacement thereof. Except as described in Schedule 5.7, all equipment material to the MCMC Operations is in good working order and has been properly maintained.

5.8 Title to Personal Property. A MCMC Entity owns and holds good and valid title or leasehold title, as the case may be, to all MCMC Assets (other than the MCMC Real Property) material to the MCMC Operations free and clear of any Encumbrances, other than those Encumbrances listed on Schedule 5.8 or Schedule 1.1(ss).

5.9 Real Property.

(a) A MCMC Entity owns fee simple title to the MCMC Real Property (other than the real property leased by MCMC), free and clear of any Encumbrances, other than those Encumbrances listed on Schedule 5.9 or Schedule 1.1(ss).

(b) The MCMC Real Property listed on Schedule 5.9 comprises all of the real property owned or leased by the MCMC Entities or their Affiliates.

(c) No MCMC Entity has received written notice of condemnation or similar proceeding relating to the MCMC Real Property or any part thereof.

(d) No part of the MCMC Real Property contains, is located within or abuts any flood plain, navigable water or other body of water, tideland, wetland, or marshland.

(e) Except for those tenants in possession of the MCMC Real Property under Contracts in the listing attached as Schedule 5.9, there are no Persons in possession of, or claiming any possession, adverse or not, to or other interest in, any portion of the MCMC Real Property other than a MCMC Entity, whether as lessees, tenants at sufferance, trespassers or otherwise. The documents constituting the leases that are delivered to Adventist Health pursuant to this Agreement are true, correct, current, and complete copies of all of the leases affecting the MCMC Real Property, including all amendments and guarantees (the "**Leases**"). All information set forth in Schedule 5.9 is true, correct, current, and complete in all material respects as of its date. Except as disclosed in Schedule 5.9, no tenants have asserted nor are there any defenses or offsets to rent accruing after the Closing Date and no default or breach exists on the part of any tenant. No MCMC Entity has received any written notice of any default or breach on the part of the landlord under any lease of MCMC Real Property, nor to the Knowledge of MCMC does there exist any such default or breach on the part of the landlord.

(f) No tenant in occupying any portion of the MCMC Real Property is entitled to any rebate, concession or free rent, other than as reflected in the Lease with such tenant; no commitments have been made to any tenant for repairs or improvements other than for normal repairs and maintenance in the future or improvements required by the Lease with such tenant; and to no rents due under any of the Lease with tenants have been assigned or hypothecated to, or encumbered by, any Person.

(g) All material obligations of any MCMC Entity as landlord, including painting, repairs, alterations and other work required to be performed by such MCMC Entity as landlord under each of the Leases with tenants, have been fully performed in all material respects.

(h) All Utilities are available to the MCMC Real Property and to MCMC's Knowledge there are no conditions existing that could result in the termination or reduction of the MCMC Real Property's current access to such Utilities or to existing roadways.

(i) Schedule 5.9 identifies all those construction or capital projects currently in progress with respect to the MCMC Real Property for which all final approvals needed from Governmental Entities have not been obtained.

5.10 Environmental Matters.

(a) MCMC has no Knowledge of any circumstances in existence that may prevent or interfere with compliance by any MCMC Entity with Environmental Laws. Likewise, MCMC has no Knowledge that any MCMC Entity is not in full compliance with Environmental Laws. The applicable MCMC Entity has (or has applied for or caused the applicable MCMC Entity to apply for) all permits, licenses, approvals and authorizations required under applicable Environmental Laws to conduct the MCMC Operations ("**Environmental Licenses**"). All Environmental Licenses currently held by any MCMC Entity or any MCMC Healthcare Facility related to the MCMC Operations and the MCMC Real Property pursuant to the Environmental Laws are identified in Schedule 5.10.

(b) During the last five (5) years, there is no Environmental Claim pending or, to the Knowledge of MCMC, threatened against any Person whose liability for any Environmental Claim has or is alleged to have been retained or assumed either contractually or by operation of law by MCMC.

(c) To the Knowledge of MCMC, no actions, activities, circumstances, conditions, events or incidents, including the release, emission, discharge or disposal of any Hazardous Materials, have occurred in the MCMC Operations, any MCMC Healthcare Facility or the MCMC Real Property. Except as disclosed in Schedule 5.10, MCMC has no Knowledge of any underground storage tank for the storage of Hazardous Materials on MCMC Real Property. Any insurance or other agreements relating to such underground storage also are disclosed on Schedule 5.10.

5.11 Licenses and Permits. Schedule 5.11 contains an accurate list of all licenses, permits, certifications, registrations, accreditations, certificates of need, authorizations and franchises (including for each, any applications therefor) (the "**Licenses**") owned or held by any MCMC Entity or any MCMC Healthcare Facility relating to the MCMC Operations and the MCMC Assets, and, except as set forth of Schedule 5.11, all Licenses are in good standing (to the extent granted) or have been applied for and are not subject to meritorious challenge. Each MCMC Healthcare Facility is duly licensed by the appropriate State or federal agencies and any ancillary services operated or provided at each MCMC Healthcare Facility that are required to be separately licensed are duly licensed (or such Licenses have been applied for) by the appropriate State or federal agencies. The MCMC Operations are in compliance in all material respects with such licensing requirements. There are no provisions in any Licenses which would preclude or limit any MCMC Entity from conducting the MCMC Operations and using all the beds of Hospitals as they are currently classified (other than those beds held in suspense). MCMC has made available

to Adventist Health complete and genuine copies of the latest licensure, survey and/or fire marshal reports of each MCMC Healthcare Facility and plans of correction or responses thereto. Except as set forth in Schedule 5.11, all violations set forth in such reports, if any, have been corrected to the satisfaction of the applicable regulatory authority by MCMC.

5.12 Insurance. MCMC has provided to Adventist Health, copies of all insurance arrangements, including self-insurance, in place for the benefit of the MCMC Entities, the MCMC Assets and the conduct of the MCMC Operations. All of such policies are now and until Closing will remain valid, outstanding and in full force and effect. No MCMC Entity has subsequently been denied, or reduced the amount of, any insurance or indemnity bond coverage.

5.13 Employment Matters.

(a) MCMC has provided Adventist Health with a complete list of all MCMC Employees, that sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) base hourly compensation rate; (v) commission, bonus or other incentive-based compensation; (vi) a description of the employee benefits provided to each such individual as of the date hereof; and (vii) if covered by a collective bargaining agreement or obligation. Except as set forth on Schedule 5.13, as of the date hereof, all compensation, including wages, commissions and bonuses, and employee benefits payable to all MCMC Employees for services performed on or prior to the date hereof have been paid in full (or accrued in full on the balance sheet contained in the Financial Statements, or, in the case of employee benefits, funded in full) or will be paid, accrued or funded in accordance with MCMC's normal payroll and similar practices.

(i) There is no pending or threatened employee strike, work stoppage or slowdown, labor dispute or unfair labor practices at the MCMC Operations.

(ii) Except as set forth on Schedule 5.13, no employees of any MCMC Entity at the MCMC Operations are represented by, or have made written demand for recognition of, a labor union or employee organization with respect to their work at the MCMC Operations.

(iii) Except as set forth on Schedule 5.13, there is no union organizing or collective bargaining activities by or with respect to any employees or physicians of any MCMC Entity with respect to such employment.

(iv) MCMC has complied in all material respects with any and all obligations and liabilities under any Plant Closure Laws as a result of (i) the MCMC Operations during the period one (1) year prior to the Execution Date and through the Closing Date.

(b) Pending Proceedings. MCMC has no Knowledge of any active, pending or threatened (in writing) administrative or judicial proceedings under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the National Labor Relations Act, the Fair Employment and Housing Act, the Oregon Labor Code, ERISA or any other foreign, federal, state or local law (including common law), ordinance or regulation relating to current employees or former employees of any MCMC Entity involved in the MCMC Operations.

5.14 Employee Benefit Programs.

(a) MCMC has provided Adventist Health with a true, correct and complete list of each MCMC Employee Benefit Program. No MCMC Employee Benefit Program is maintained outside the jurisdiction of the United States, or covers any employee working for a MCMC Entity outside the United States.

(b) Except with respect to any voluntary correction procedure (“**VCP**”) filing or form 5330 filing as set forth on Schedule 5.14, each MCMC Employee Benefit Program that is intended to qualify under Section 401(a), 403(b) or 457(b) of the Code is so qualified and, in the case of a 401(a) plan, has received a favorable determination or can rely on an opinion letter to the prototype plan sponsor from the Internal Revenue Service (“**IRS**”) regarding its qualification thereunder, and no event has occurred and no condition exists that would reasonably be expected to result in the revocation of any such qualification, including, in the case of a 401(a) plan, such determination, or the imposition of any liability, penalty or tax under ERISA, the Code or any other Laws. With respect to each MCMC Employee Benefit Program, and except as otherwise listed on Schedule 5.14, all reports, returns, notices, and other documentation that are required to have been filed with or furnished to the IRS, the United States Department of Labor (the “**DOL**”), the Pension Benefit Guaranty Corporation (the “**PBGC**”), the Securities and Exchange Commission (the “**SEC**”) or any other Government Entity, or to the participants or beneficiaries of such MCMC Employee Benefit Program, have been filed or furnished on a timely basis, including all documents relating to any IRS VCP submission or similar filing made with respect to any MCMC Employee Benefit Program.

(c) With respect to each MCMC Employee Benefit Program, MCMC has made available to Adventist Health, or caused MCMC Entities to make available to Adventist Health (in each case, if applicable to such entity’s applicable MCMC Employee Benefit Program): (i) all material documents embodying or governing such MCMC Employee Benefit Program, and any funding medium for the MCMC Employee Benefit Program (including plan documents, trust agreements and amendments thereto); (ii) the most recent IRS determination letter or opinion letter, if any, with respect to such MCMC Employee Benefit Program under Code Section 401(a); (iii) IRS Forms 5500 filed with the IRS for the three (3) most recent plan years, together with audited financial statements and actuarial reports; (iv) the summary plan description for such MCMC Employee Benefit Program and all modifications thereto; (v) any insurance policy related to such MCMC Employee Benefit Program; and (vi) for the last three (3) years, all material correspondence with the IRS, the DOL, the PBGC, the SEC or any other Governmental Entity regarding the operation or the administration of any MCMC Employee Benefit Program, including correspondence and filings made in connection with any VCP filing or form 5330 filing.

(d) Except as set forth in Schedule 5.14, each MCMC Employee Benefit Program has been established, operated, and administered in all material respects in accordance with the requirements of Law, including ERISA, the Code, and the Affordable Care Act, and is being administered and operated in all material respects in accordance with its terms, and is being administered in a manner that avoids the imposition of material liabilities or penalties imposed by Law, including penalty taxes. No MCMC Employee Benefit Program is subject to Title IV of ERISA or is a Multiemployer Plan, within the meaning of ERISA Section 3(37) and no MCMC

Entity or any ERISA Affiliate has within the past six (6) years sponsored, maintained, contributed to or had any liability in respect to any (i) employee benefit plan subject to Title IV of ERISA, (ii) any Multiemployer Plan, (iii) any “multiple employer plan” (within the meaning of Section 413(c) of the Code), or (iv) any multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA). In connection with this paragraph, MCMC attests that it has made available to Adventist Health copies of all collective bargaining agreements that govern the terms of employment for any individual who worked or works for MCMC or an ERISA Affiliate; any other agreement under which MCMC or an ERISA Affiliate has been obligated to contribute to a Multiemployer Plan; and copies of all associated Multiemployer Plans’ plan documents, trust agreements, collection policies, and amendments to such items. MCMC further attests that neither MCMC nor any ERISA Affiliate has been assessed any withdrawal liability from a Multiemployer Plan. MCMC confirms that no circumstances have ever existed under which MCMC or an ERISA Affiliate could be assessed any amount of withdrawal liability from a Multiemployer Plan. Alternatively, if applicable, MCMC confirms that it has made available to Adventist Health withdrawal liability estimates for each Multiemployer Plan for each of the past three plan years.

(e) Except as set forth in Schedule 5.14, each MCMC Entity has complied with any payment obligations, or has otherwise properly accrued on the books and records of any MCMC Entity or any ERISA Affiliate, of all amounts that any such MCMC Entity or any such ERISA Affiliate are required under the terms of the MCMC Employee Benefit Programs to have paid as contributions to such MCMC Employee Benefit Programs on or prior to the date hereof (excluding any amounts not yet due) and the contribution requirements, on a prorated basis, for the current year have been made or otherwise properly accrued on the books and records of such MCMC Entity through the Closing. Full payment has been made, or otherwise properly accrued, of all amounts that any MCMC Entity or any MCMC Employee Benefit Program is reasonably expected to pay or contribute (including any compliance fees) as a result of any failures giving rise to any VCP filing or form 5330 filing, and each MCMC Entity and MCMC Employee Benefit Program will timely pay or contribute any additional amounts required to be paid or contributed prior to the Closing and timely perform any actions required by the IRS to be performed prior to the Closing in order to obtain a compliance statement from the IRS.

(f) No MCMC Entity or ERISA Affiliate or, to the Knowledge of MCMC, any Person appointed or otherwise designated to act on behalf of such MCMC Entity or such ERISA Affiliate, has engaged in any transactions in connection with any Employee Benefit Program that is reasonably expected to result in the imposition of a material penalty pursuant to Section 502(i) of ERISA, material damages pursuant to Section 409 of ERISA or a material Tax pursuant to Section 4975(a) of the Code.

(g) No material Action or lien has been made, commenced or, to the Knowledge of MCMC, threatened with respect to any MCMC Employee Benefit Program (other than routine claims for benefits payable in the ordinary course of business) and, no facts or circumstances exist that are reasonably likely to give rise to any such liability, Action or lien. No administrative investigation, audit or other administrative proceeding by the DOL, the PBGC, the IRS or any other Governmental Entity is pending, in progress, or, to the Knowledge of MCMC, threatened (including any routine requests for information from the PBGC) and there are no audits or proceedings initiated pursuant to the Voluntary Fiduciary Correction Program, the Employee Plans

Compliance Resolution System or similar proceedings pending with the IRS or DOL with respect to any MCMC Employee Benefit Program.

(h) No MCMC Employee Benefit Program provides for health or welfare benefits (other than as required pursuant to Section 4980B of the Code or pursuant to State health continuation laws) to any current or future retiree or former employee beyond the month of termination.

(i) Except as set forth in Schedule 5.14, neither the execution and delivery of this Agreement, nor the consummation of the Affiliation will (either alone or in combination with a termination) result in (A) any increase in severance pay upon any termination of employment after the date of this Agreement; (B) the acceleration of the time of payment or vesting or result in any funding of compensation or benefits; (C) any payment, compensation or benefit becoming due, or increase in the amount of any payment, compensation or benefit due, to any current or former employee of any MCMC Entity; (D) any new obligation pursuant to any MCMC Employee Benefit Program; or (E) any limitation or restriction on the right of any MCMC Entity to merge, amend or terminate any MCMC Employee Benefit Program.

5.15 Litigation. Except as described in Schedule 5.15, (a) there are no Actions pending, affecting or threatened against any MCMC Entity, MCMC Employee, or with respect to any MCMC Assets, (b) there exist no facts known to MCMC that might form the basis of any such Action, and (c) there is no pending or threatened, litigation, arbitration, investigation or other proceeding involving any MCMC Entity or MCMC Assets of or before any court, arbitrator or governmental, regulatory or administrative official, body or authority that is reasonably likely to prevent or materially delay or affect the consummation of the Affiliation.

5.16 Intellectual Property. Except for licensing and maintenance fees payable under the Contracts, MCMC has the right to use, free and clear of any royalty or other payment obligations, or claims of infringement: (a) all MCMC Intellectual Property used by such MCMC Entity, and (b) all software, hardware, application programs and similar information systems owned by or licensed under Contracts to such MCMC Entity. No MCMC Entity is in violation or infringement of, nor has any MCMC Entity received a notice alleging any violation or infringement of, the intellectual property rights of any other Person with respect to any such MCMC Intellectual Property or software, hardware, application programs or information systems. To MCMC's knowledge, no other Person has infringed an MCMC Entity's rights in such MCMC Intellectual Property or software, hardware, application programs or similar information systems. Subject to payment of licensing and maintenance fees payable under the Contracts and subject to any term or termination provisions in such Contracts, subsequent to the Closing Date and without further action or the payment of additional fees, royalties or other compensation to any Person, MCMC shall continue to be entitled to use of all MCMC Intellectual Property currently used by a MCMC Entity in accordance with the Contracts related thereto.

5.17 Governmental Programs. Except as described in Schedule 5.17, each MCMC Entity and MCMC Healthcare Facility that provides health care services to beneficiaries of Government Health Care Programs is qualified for participation in and has current and valid provider Contracts with, the Government Payment Programs and/or their fiscal intermediaries or

paying agents and complies, and has complied with for the last six (6) years, in all material respects with the conditions of participation therein. Each MCMC Entity referenced in the preceding sentence receives payment under the Government Payment Programs for services rendered to qualified beneficiaries. Except to the extent liabilities and contractual adjustments of each MCMC Entity under the Government Payment Programs have been properly reflected and adequately reserved in the Financial Statements, and subject to routine ongoing payment adjustments in the ordinary course, for the last six (6) years, no MCMC Entity has received or submitted any claim for payment in excess of the amount provided by law or any applicable Contract and no MCMC Entity has received written notice of any dispute or claim by any Governmental Entity, administrative contractors or other Person regarding the Government Payment Programs or participation therein. Each MCMC Entity and MCMC Healthcare Facility that provides hospital services, as applicable, is duly accredited with no contingencies by the accrediting organizations. MCMC has made available to Adventist Health complete and genuine copies of the most recent accreditation survey, reports, deficiency lists, statements of deficiency, plans of correction and similar materials. Except as set forth in Schedule 5.17, MCMC has corrected any deficiencies noted therein.

5.18 Contracts. Other than as expressly set forth in Schedule 5.18, the Material Contracts: (a) are in full force and effect, (b) are valid, legal and binding upon the parties thereto, and (c) have not been modified or amended in any material way. No event has occurred and no state of facts exists which may result in the termination or limitation of the rights of any MCMC Entity under any of the Material Contracts, except for a natural termination or expiration of a Contract pursuant to the terms thereof. Each MCMC Entity and each other party to the Material Contracts, have performed all material obligations required to be performed by them under such Contracts to date, and are not in default (and would not be by the lapse of time or the giving of notice or both be in default) under any provision of the Material Contracts.

5.19 Taxes.

(a) Each MCMC Entity has filed all Tax Returns required to be filed relating to the MCMC Operations. All Tax Returns are complete and accurate in all material respects, and each MCMC Entity has paid or made provision in the Financial Statements for the payment of all Taxes that are due. No claim by a Governmental Entity is pending against any MCMC Entity for failure to file Tax Returns. There are no Encumbrances on any MCMC Assets that arose in connection with any failure (or alleged failure) to pay any Tax, except for those Encumbrances listed on Schedule 1.1(ss).

(b) Each MCMC Entity has withheld legally required amounts from its employees' compensation in compliance with all withholding and similar provisions of the Code and any and all other Laws, and is in compliance with any obligation to withhold and pay, or cause to be withheld and paid, all Taxes on monies paid by the MCMC Operations to all Persons for which withholding or payment is required by Law.

(c) To the Knowledge of MCMC, no Governmental Entity intends to assess any additional Taxes of any MCMC Entity for any period for which Tax Returns have been filed.

There is no pending dispute or claim concerning any Tax liability of any MCMC Entity either claimed or raised by any Governmental Entity in writing.

(d) MCMC Entity is a corporation exempt from federal and state income taxation. MCMC has provided Adventist Health copies of MCMC's favorable letters of determination from the IRS and the State regarding such Tax status.

5.20 Medical Staff; Physician Relations. MCMC has made available to Adventist Health complete and genuine copies of the bylaws, policies, rules and regulations of the medical staff and the medical executive committee of the Hospital and the current medical staff roster and the names of current medical staff members in respect of whom MCMC has made a report to the Medical Board of the State during the last three (3) years concerning disciplinary action that resulted in termination or revocation of staff privileges for a medical disciplinary cause or reason.

5.21 Experimental Procedures and Research Studies. Except as set forth on Schedule 5.21, no member of the Hospital's medical staff has conducted or otherwise participated in any clinical trials, experimental procedures or research studies at any MCMC Healthcare Facility within the prior three (3) years, in each case, for which MCMC was a sponsor.

5.22 Special Funds. None of the MCMC Assets are subject to any liability due to funds received by a MCMC Entity from a Government Entity for the purchase, improvement or use of any of the MCMC Assets or the conduct of the MCMC Operations under restricted or conditioned grants or donations, including monies received under the Hill-Burton Act.

5.23 Certain Affiliations. Except as set forth in Schedule 5.23, no officer or director of any MCMC Entity, nor any child, spouse, parent or sibling or any other family member of any such officer or director of any MCMC Entity:

- (a) directly or indirectly owns, in whole or in part, any property, asset or right of material significance, used in connection with the MCMC Operations; or
- (b) directly or indirectly has an interest in or is party to any Material Contract.

5.24 Operation of the MCMC Operations. No MCMC Entity conducts any business operations outside of the MCMC Operations. The MCMC Assets constitute all assets, properties, goodwill and businesses necessary to conduct the MCMC Operations, in the aggregate and with respect to each MCMC Healthcare Facility, in all material respects in the manner in which the MCMC Operations are currently conducted as of the Execution Date.

5.25 Material Misstatements or Omissions. Subject to qualifications specifically and expressly set forth in this Article V regarding knowledge and materiality, the representations and warranties of MCMC in this Article V, together with the disclosures set forth in the Disclosure Schedules, do not contain any untrue statement of fact.

5.26 Brokers and Finders. MCMC has not entered into any contracts, agreements, arrangements or understandings with any Person that could give rise to any claim for a broker's,

finder's or agent's fee or commission or other similar payment in connection with the negotiations leading to this Agreement or the consummation of the Affiliation, other than Juniper Advisory.

5.27 Due Diligence. MCMC has provided, or has caused the other MCMC Entities to provide, all items responsive to the Due Diligence Request as modified by the agreement of MCMC and Adventist Health, and such items, either individually or in the aggregate, do not contain any untrue statement of fact or omit to state any fact that could reasonably be expected to be material to Adventist Health's decision regarding the Affiliation.

5.28 No Other Representations. Adventist Health acknowledges and agrees that, except as expressly set forth in this Agreement or any other Transaction Document, MCMC and its respective officers, directors, attorneys, financial advisors, agents or other representatives (collectively "**Representatives**") are not making any representation or warranty, express or implied, with respect to the MCMC Entities.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF ADVENTIST HEALTH

Adventist Health represents and warrants to MCMC that the following representations and warranties are true and correct as of the Execution Date. These representations and warranties shall also be true and correct as of the Closing Date, subject to any amendment allowed by Section 7.2.

6.1 Organization, Power, Absence of Conflicts.

(a) Organization; Good Standing. Adventist Health is a nonprofit religious corporation duly organized under the laws of the State of California, validly existing and in good standing under the laws of the State of Oregon, and has full power and authority to carry on its business in Oregon and is duly licensed, qualified or admitted to do business and is in good standing in every jurisdiction in which Adventist Health conducts business.

(b) Authority; No Conflict; Required Filings and Consents.

(i) Adventist Health has all requisite corporate power and authority to conduct its business as now being conducted, to execute, deliver and enter into this Agreement, to consummate the Affiliation contemplated hereby and to perform its obligations hereunder. The execution and delivery of this Agreement, and the consummation of the Affiliation contemplated hereby, have been duly authorized by all necessary corporate action on the part of Adventist Health. This Agreement has been duly executed and delivered by Adventist Health and is a legal, valid and binding obligation of Adventist Health, enforceable against Adventist Health in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or equity. No vote or written consent of any holder of any membership interests of Adventist Health is necessary to approve this Agreement or the Affiliation except such as has been obtained prior to the date hereof.

(ii) The execution and delivery by Adventist Health of this Agreement does not, and consummation of the Affiliation contemplated hereby will not, (A) conflict with, or result in any violation or breach of any provision of the formation or governing documents of Adventist Health, as amended to date, (B) to the knowledge of Adventist Health, violate any Law applicable to Adventist Health, or (C) to the knowledge of Adventist Health, conflict with or result in a breach of, or give rise to a right of termination of or loss of benefit under, or accelerate the performance required by the terms of any judgment, court order or consent decree, or any material agreement to which Adventist Health is party or constitute a default thereunder.

(iii) Neither the execution and delivery of this Agreement by Adventist Health nor the consummation of the Affiliation contemplated hereby will require any consent, approval, order or authorization of, or registration, declaration or filing with, or notification to any Governmental Entity or any Person by Adventist Health, except for such consents, approvals, orders, authorizations, registrations, declarations and filings that are identified in this Agreement, or which are listed on Schedule 1.1(r).

6.2 Litigation, Claims or Investigations. There is no Action pending or, to Adventist Health's knowledge, threatened against Adventist Health (a) which, if adversely determined, could reasonably be expected to materially adversely affect Adventist Health's ability to perform hereunder, or (b) which seeks to enjoin or obtain damages due to the Affiliation.

6.3 Brokers and Finders. Adventist Health has not entered into any contracts, agreements, arrangements or understandings with any Person that could give rise to any claim for a broker's, finder's or agent's fee or commission or other similar payment in connection with the negotiations leading to this Agreement or the consummation of the Affiliation.

6.4 Sufficient Funds. Adventist Health has funds or reasonably expects to be able to fund or obtain financing for (a) the Capital Commitment contemplated in Section 3.1; and (b) the amounts described in Section 3.3.

6.5 Independent Analysis. Adventist Health has had a reasonable opportunity to ask questions of and receive information and answers from Persons acting on behalf of MCMC concerning the MCMC Operations and has had an opportunity to conduct a due diligence investigation of the MCMC Operations. In entering into this Agreement, Adventist Health has relied exclusively upon (a) the express representations and warranties of MCMC set forth in the Agreement (including the Disclosure Schedules), (b) other express obligations of MCMC that are set forth in this Agreement (including but not limited to covenants) and (c) Adventist Health's own due diligence and analysis of materials and information provided or made available by MCMC.

6.6 Legal Compliance. Except as described in Schedule 6.6, neither Adventist nor any Affiliate of Adventist has received written notice from any Person of any proceeding or investigation by Governmental Entities alleging or based upon a violation of any Laws that is currently pending, which proceeding or investigation, if concluded in a manner adverse to Adventist or the Adventist Affiliate, could likely result in a liability or settlement in excess of ten million dollars (\$10,000,000), and both Adventist Health and Stone Point are in compliance, in all material respects, with Law.

6.7 Financial Statements. Except as described in Schedule 6.7, Adventist's Financial Statements fairly and accurately present in all material respects the financial condition and results of operations of the Adventist and its Affiliates as of the respective dates thereof and for the period therein referred to, and in the case of unaudited financial statements, subject to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes, and the Financial Statements reflect the consistent application of Generally Accepted Accounting Principles throughout the periods involved.

6.8 Tax Matters. Both Adventist Health and Stone Point Health are recognized by the U.S. Internal Revenue Service as organizations exempt from taxation under §501(c)(3) of the U.S. Internal Revenue Code, as amended (the "Code"), both are classified as "supporting organizations" under § 509(a)(3) of the Code, and neither is a private foundation. Neither Adventist Health nor Stone Point has received any communication from the U.S. Internal Revenue Service indicating that it is under an investigation, audit or review that if adversely concluded would lead to the revocation of its tax exempt status as a tax exempt organization that is not a private foundation.

6.9 Exclusions. No current employee, contractor, officer, or director of Adventist Health or Stone Point has been excluded from Medicare, any other federal health program or any State Health Program pursuant to 42 U.S.C. § 1320a-7 or is subject to any investigation or proceeding that if adversely determined could lead to such exclusion.

6.10 Material Misstatements or Omissions. Subject to qualifications expressly set forth in this Article VI regarding knowledge, the representations and warranties of Adventist Health in this Article VI do not contain any untrue statement of fact in any material respects.

6.11 Due Diligence. Adventist has provided all items responsive to the MCMC's Reverse Due Diligence Request and such items, either individually or in the aggregate, do not contain any untrue statement of fact that could reasonably be expected to be material to MCMC's decision regarding the Affiliation.

6.12 No Other Representations. MCMC acknowledges and agrees that, except as expressly set forth in this Agreement or any other Transaction Document, Adventist Health, Stone Point and their Representatives are not making any representation or warranty, express or implied, with respect to Adventist Health or Stone Point.

ARTICLE VII PRE-CLOSING COVENANTS

7.1 Consents and Approvals.

(a) Oregon Health Authority. For purposes of obtaining OHA approval of the Affiliation from the Oregon Health Care Market Oversight Program, and to comply with all conditions and requests for information related to obtaining such approval, each Party shall provide such information and communications as the OHA or any duly authorized affiliate thereof shall request or require, and shall generally use its commercially reasonable efforts to obtain the OHA's approval of the Affiliation. The Parties shall collaborate on, and coordinate, all communications with OHA regarding the Affiliation.

(b) No Consent. If the OHA or other State Governmental Authority fails to provide the consent required under applicable law, then either Party may, in its sole discretion and its own expense, pursue any available remedies it may have against the OHA or other Governmental Authority.

(c) Contesting of Adverse Decision. If the Federal Trade Commission, United States Department of Justice or the U.S. Attorney General challenges, objects to, prohibits, enjoins or fails to provide any consent or approval required to complete the transaction contemplated by this Agreement, then either Party may in its sole discretion and at its sole cost and expense, contest or appeal such objection, prohibition or injunction.

(d) Contracts. MCMC and Adventist Health shall cooperate, and MCMC shall use commercially reasonable efforts, to obtain prior to Closing all required consents and approvals necessary from all parties to the Material Contracts to ensure that each Material Contract remains in full force and effect following the Closing Date.

(e) Government Authorizations. MCMC and Adventist Health shall promptly apply for and use good faith efforts to obtain, as promptly as practicable, all material Government Authorizations that are necessary to consummate the proposed transaction as set forth in this Agreement, including from the OHA. Each Party shall cooperate in good faith with the other Party, as requested. For purposes of the preceding, “Government Authorizations” means all Licenses, no objection letters, clearances and other consents or approvals of any Governmental Entity which are required for Adventist Health and MCMC to consummate the transactions contemplated by this Agreement, all of which are listed on Schedule 1.1(r).

7.2 Notification of Certain Matters.

(a) MCMC Disclosure Schedule Amendments. From time to time prior to the Closing, MCMC may promptly supplement or amend the Disclosure Schedules in Article V in order to keep such information therein timely, complete and accurate, and each supplement to or amendment of the Disclosure Schedules made after the Execution Date pursuant to this Section 7.2 shall be deemed to amend the Disclosure Schedules as of the date the Disclosure Schedule is accepted by Adventist Health; provided, however, if any such supplement or amendment discloses a MAC with respect to MCMC then Adventist Health may, in its sole discretion and as its sole remedy, terminate this Agreement by giving written notice of such termination to MCMC within five (5) Business Days after the Parties determine they cannot resolve the matter. Failure by Adventist Health to give such notice within such period shall be conclusive evidence of Adventist Health’s acceptance of such supplement or amendment.

(b) Adventist Health Disclosure Schedule Amendments. From time to time prior to the Closing, Adventist Health may promptly supplement or amend the Adventist Health Disclosure Schedules in Article V in order to keep such information therein timely, complete and accurate in all material respects, and each supplement to or amendment of the Disclosure Schedules made after the Execution Date pursuant to this Section 7.2 shall be deemed to amend the Adventist Health Disclosure Schedules as of the date the Disclosure Schedule is accepted by MCMC; provided, however, if any such supplement or amendment discloses a MAC with respect to

Adventist Health then MCMC may, in its sole discretion and as its sole remedy, terminate this Agreement by giving written notice of such termination to Adventist Health within five (5) Business Days after such supplement or amendment is delivered to MCMC. Failure by MCMC to give such notice within such period shall be conclusive evidence of MCMC's acceptance of such supplement or amendment.

7.3 Negative Covenants of Adventist Health. From the Execution Date until the earlier of the Closing or the termination of this Agreement, Adventist Health shall not (and shall not agree to) take any action which would cause MCMC to be in breach of any covenant, representation or warranty contained in this Agreement, or which would have a material adverse effect on the ability of any Party hereto to perform its covenants and agreements under this Agreement and the documents and agreements contemplated hereby, without the prior written consent of MCMC.

7.4 Negative Covenants of MCMC. From the Execution Date until the earlier of the Closing or the termination of this Agreement, MCMC shall not (and shall not agree to) take any action which would cause Adventist Health to be in breach of any covenant, representation or warranty contained in this Agreement, or which would have a material adverse effect on the ability of any Party hereto to its covenants and agreements under this Agreement and the documents and agreements contemplated hereby, without the prior written consent of Adventist Health.

7.5 Conduct of the MCMC Operations. After the Execution Date and up to the Closing, except as expressly contemplated by this Agreement or as Adventist Health otherwise consents to in writing, which consent shall not be unreasonably delayed, conditioned or withheld, MCMC shall conduct the MCMC Operations in the ordinary course of business consistent with past practices. Without limiting the generality of the foregoing, except as expressly contemplated by this Agreement, MCMC shall:

(a) use commercially reasonable efforts to preserve the business organization and operations of the MCMC Entities and MCMC Operations intact, preserve the MCMC Assets, keep available the services of each MCMC Entity's present employees involved in the MCMC Operations (other than terminations consistent with past practice and MCMC policies), and preserve the goodwill of each MCMC Entity's suppliers, patients, physicians and others with whom a MCMC Entity has business relationships relating to the MCMC Operations;

(b) use commercially reasonable efforts to maintain the MCMC Inventory at any MCMC Healthcare Facility at levels not materially less than or greater than those usually maintained at such MCMC Healthcare Facility;

(c) pay in full before delinquency all bills and invoices for labor, services, materials, supplies and equipment of any kind arising from the ownership, operation, management, repair, maintenance or leasing of the MCMC Real Property as well as all other debts and liabilities arising in the ordinary course of business;

(d) use commercially reasonable efforts to make and continue to make or cause to be made all repairs and maintenance as may be necessary to maintain the MCMC Assets, ordinary wear and tear excepted;

(e) not sell or transfer any of the MCMC Assets, except in the ordinary course of business;

(f) not mortgage, pledge or encumber any of the MCMC Assets, except liens for taxes not yet due, and except for purchase money security interests incurred in the ordinary course of business.

(g) use its commercially reasonable efforts to retain the services of each MCMC Entity's employees who are not in breach of their employment obligations;

(h) use commercially reasonable efforts to preserve each MCMC Entity's rights under the Material Contracts to the extent that the termination or expiration of a Material Contract would have a material adverse effect on the MCMC Operations;

(i) not renew, extend, terminate or amend the Material Contracts other than in the ordinary course of MCMC Operations (excluding any agreement with a physician, medical group or other physician services provider), or do any act or omit to do an act that would cause a material breach of or violation or default under such Material Contracts or enter into any new Material Contract (except to replace a Material Contract that has terminated or expired), except in the ordinary course of the MCMC Operations or as otherwise required herein;

(j) not enter into or extend any employment agreement with any MCMC Entity employee for a term extending beyond the Closing Date except in the ordinary course of business, or increase the compensation or benefits of any MCMC Entity employee or incur any obligations not currently part of any MCMC Entity's compensation arrangement for payment of bonuses or similar payments, except in the ordinary course of business;

(k) not agree, whether in writing or otherwise, to do any of the foregoing actions specified in Subsections (i) and (j) above;

(l) except in the ordinary course following a consultation with Adventist Health, not enter into a new, or extend, renew or amend a Material Contract with a physician, medical group or other physician services provider;

(m) take all actions reasonably necessary and appropriate to maintain title to the MCMC Assets free and clear of all Encumbrances not already in place as of the Execution Date or as otherwise permitted by this Agreement, and to obtain appropriate releases, consents, estoppels, certificates, opinions and other instruments, if required, to facilitate the Affiliation as Adventist Health may reasonably request;

(n) keep in full force and effect present insurance policies or other comparable insurance benefiting the MCMC Assets and the conduct of the MCMC Operations and maintain sufficient liquid reserves reasonably estimated to be sufficient to meet all deductible, self-insurance and copayment requirements under such policies;

(o) not sell, assign, transfer, distribute or otherwise transfer or dispose of any MCMC Assets having an book value net of depreciation in excess of Two Hundred Fifty Thousand Dollars

(\$250,000), except in the ordinary course of the MCMC Operations with comparable replacement thereof or except obsolete equipment not in use;

(p) not materially alter the manner of keeping of MCMC's books, accounts or records of the MCMC Operations or the accounting practices therein reflected, unless required to do so by Law or Generally Accepted Accounting Principles;

(q) not terminate, amend or otherwise modify any MCMC Employee Benefit Program in any material respect, except for amendments required to comply with Laws;

(r) except as required by Law, not (i) voluntarily recognize any labor organization or employee association as the collective bargaining representative of any MCMC Entity employee that has not already been recognized as of the Execution Date; (ii) agree to a representation election conducted by the National Labor Relations Board or any other Governmental Entity involving any MCMC Entity employee, except as required by a Governmental Entity; or (iii) agree with any labor organization or employee association to a recognition card check involving any MCMC Entity employee; and

(s) address any material legal compliance issues and establish reserves on any MCMC Entity's financial books for potential material financial liability arising from legal compliance issues.

Notwithstanding the foregoing, MCMC may take any action required by Law without the advance approval of Adventist Health. Where such approval is required, Adventist Health shall respond to a written request for approval tendered by MCMC within ten (10) calendar days, and Adventist Health's failure to respond within such period shall be deemed to be approval.

7.6 Access and Information; Inspections. From the Execution Date until the Closing Date, MCMC shall give, and shall cause each MCMC Entity to give, to Adventist Health and its Representatives, reasonable access during normal business hours to each MCMC Entity's corporate, financial, litigation, insurance and personnel files, books, accounts, records and all other relevant documents and information with respect to the MCMC Assets and the MCMC Operations as Representatives of Adventist Health may from time to time request, all in such manner as to not unduly disrupt MCMC's normal business activities and be in compliance with Law, including without limitation anti-trust laws and medical privacy laws, and any contractual obligations relating to confidentiality. Such access may include consultations with the personnel of any MCMC Entity (including physicians) regarding matters relevant to this Agreement, provided, that Adventist Health shall provide reasonable advance notice of any such consultation to MCMC, and such consultations shall be scheduled at mutually agreeable times so as not unreasonably interfere with the duties and responsibilities of such personnel. From the Execution Date until the Closing Date, MCMC shall make, and shall cause each MCMC Entity to make, the MCMC Real Property and tangible MCMC Personal Property reasonably available for inspection by Adventist Health and its Representatives during normal business hours upon prior written request at mutually agreeable times. The access to and disclosure of all such books, contracts and records shall be subject to and continued to be governed by the terms and conditions of that certain Confidentiality and Non-Disclosure Agreement between Adventist Health and MCMC first dated January 3, 2022.

7.7 MCMC Efforts to Close. MCMC shall use commercially reasonable efforts to satisfy all of the conditions precedent set forth in Article XII to MCMC's or Adventist Health's obligations under this Agreement to the extent that MCMC's action or inaction can control or influence the satisfaction of such conditions.

7.8 Efforts to Close by Adventist Health. Adventist Health shall use commercially reasonable efforts to satisfy all of the conditions precedent set forth in Article XII to Adventist Health's or MCMC's obligations under this Agreement to the extent that Adventist Health's action or inaction can control or influence the satisfaction of such conditions.

ARTICLE VIII ADDITIONAL COVENANTS AND AGREEMENTS

8.1 Contracts. If there are any Material Contracts with vendors and suppliers (i.e., not third-party payors, physicians, medical groups, physician services providers, other healthcare facilities, MCMC Employees or consultants) that are (a) renewable, extendable or terminable by MCMC during the six (6) month period commencing from the Execution Date and (b) identified by Adventist Health during diligence, Adventist Health will notify MCMC of such Material Contracts within forty-five (45) days after the Execution Date, and MCMC shall consult with Adventist Health with respect to MCMC's renewal, extension or termination of any such Material Contracts; provided, however, Adventist Health will take all steps reasonably necessary to ensure that the information provided by MCMC remains confidential and is not shared with anyone at Adventist Health responsible for entering into similar contracts. After such consultation, MCMC may at its sole discretion elect to renew, extend or terminate any such Material Contract, consistent with its covenants under Section 7.5 of this Agreement.

8.2 Further Assurances. Each Party shall execute and deliver such instruments, in form and substance mutually agreeable to the Parties, as the other Party may reasonably require in order to carry out the terms of this Agreement or the Affiliation.

ARTICLE IX INDEMNIFICATION OCCURRING PRIOR TO CLOSING DATE; SURVIVAL OF REPRESENTATIONS FOLLOWING CLOSING DATE

9.1 Indemnification for Events Occurring Prior to the Closing Date

(a) Indemnification by MCMC. MCMC shall defend, indemnify and hold harmless Adventist Health, and will reimburse Adventist Health from, against and for any damages, claims, costs, loss, liabilities, expenses or obligations (including reasonable attorneys' fees and associated expenses), whether or not involving a third-party claim (collectively, "**Losses**") incurred or suffered by it as a result of or arising from a material breach of any covenant, obligation or agreement of MCMC in this Agreement to be carried out between the Execution Date and the Closing Date.

(b) Indemnification by Adventist Health. Adventist Health shall defend, indemnify and hold harmless MCMC and will reimburse MCMC, from, against and for any Losses incurred or suffered by it as a result of or arising from a material breach of any covenant, obligation or

agreement of Adventist Health in this Agreement to be carried out between the Execution Date and the Closing Date.

(c) Notice, Cooperation and Opportunity to Defend Third Party Claims. The AH Indemnified Party or MCMC Indemnified Party (each a “*Indemnified Party*”), as applicable, shall promptly notify in writing the indemnifying Party (the “*Indemnifying Party*”) of any matter giving rise to an obligation to indemnify, and the Indemnifying Party shall defend a third-party claim at its expense with counsel reasonably acceptable to the Indemnified Party; provided, however, that if settlement of any such claim would impose any obligation on the Indemnified Party, the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any necessary records or documents in the possession of the Indemnified Party that are necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend or settle such claim, the Indemnified Party may do so without the Indemnifying Party’s participation, in which case the Indemnifying Party shall pay the expenses of such defense, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party’s consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.

9.2 Survival of Representations and Warranties. The representations and warranties contained in this Agreement shall not survive the Closing, except in cases of intentional or reckless omission or misrepresentation.

9.3 Enforcement by MCMC after the Closing Date. Pursuant to the Community Board’s enforcement authority set forth in Article IV, the Community Board may seek specific performance or any other remedy permitted by law against Adventist Health for post-Closing performance or non-performance of the Adventist Health commitments and duties under this Agreement. The provisions of this Section 9.3 shall survive the expiration of the Term to the extent that the Community Board is, at the expiration of the Term, actively seeking specific performance by Adventist Health for an alleged breach of a covenant, obligation, or agreement in connection with the Adventist Health commitments and duties.

9.4 Exclusive Remedy. Any claim arising under this Agreement or in connection with or as a result of the Affiliation or any damages or injury suffered or alleged to be suffered by any Party as a result of the actions or failure to act by any other Party shall be governed solely and exclusively by the provisions of this Article IX and Article X, below.

ARTICLE X DISPUTE RESOLUTION

10.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination,

enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate (collectively, a “**Dispute**”) shall be resolved in accordance with the procedures set forth in this Article X. Notwithstanding anything that may be construed to the contrary herein, each of the Parties expressly acknowledges that (a) it has an affirmative duty to expedite the process and procedures described below to the extent reasonably practical in order to facilitate a prompt resolution of any Dispute and (b) each Party has a mission of serving its community, and all communications and proposed resolutions of the Dispute shall take these missions into consideration.

(a) Dispute Notice. Notice by either Party of the existence of a Dispute shall (i) be delivered in writing to the other Party, (ii) specify what provision(s) of the Agreement is the subject of the Dispute and (iii) recommend a course of action to resolve the Dispute (the “**Dispute Notice**”).

(b) Meet and Confer. If, within fifteen (15) days after receipt by the applicable Party of a Dispute Notice (the “**Initial Resolution Period**”), the Parties do not resolve such dispute, then the Dispute shall be referred to the designated senior executives with authority as then determined by the Parties to resolve the Dispute from each Party for further negotiation (the “**Meet and Confer**”) and such Meet and Confer shall occur within fifteen (15) days after the Initial Resolution Period. The obligation to conduct a Meet and Confer pursuant to this Section 10.1(b) does not obligate any Party to agree to any compromise or resolution of the Dispute that such Party, in its sole and absolute discretion, deems to be an unsatisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable laws protecting statements, disclosures, or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such laws, including Oregon Evidence Code Rule 408.

(c) Arbitration. In the event of any Dispute that is not resolved to the mutual satisfaction of the Parties within thirty (30) days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Dispute shall be resolved through arbitration proceedings that shall take place in Multnomah County, Oregon. The arbitration shall be administered by Arbitration Service of Portland (“**ASP**”) pursuant to its rules and procedures.

(i) Either Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of action alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The Parties shall cooperate in good faith to identify one person that is acceptable to both Parties to act as an arbitrator within fifteen (15) days after the commencement of arbitration. In the event the Parties are unable or fail to agree upon the arbitrator within the allotted time, the arbitrator shall be appointed by ASP in accordance with its rules. The arbitrator agreed upon or appointed shall serve as a neutral, independent and impartial arbitrators, and they shall have the authority to grant any relief permitted by law, including equitable relief.

(iii) The Parties shall be entitled to reasonable production of relevant, non-privileged documents, carried out expeditiously. If the Parties are unable to agree upon same, the arbitrator shall have the power, upon application of any Party, to make all appropriate orders for production of documents by any Party. Depositions shall be permitted only upon a showing of substantial need. No other discovery is to be permitted absent agreement by the Parties.

(iv) The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute.

(v) The following time limits are to apply to any arbitration arising out of or related to this Agreement: The evidentiary hearing on the merits (“Hearing”) is to commence within six (6) months of the service of the Arbitration Notice. A brief, reasoned award is to be rendered no later than forty-five (45) days from the close of the Hearing or forty-five (45) days from service of post-hearing briefs if the arbitrator directs the submission of such briefs. The arbitrator must agree to the foregoing deadlines before accepting appointment. Failure to meet any of the foregoing deadlines will not render the award invalid, unenforceable or subject to being vacated.

(vi) The Parties shall maintain the confidential nature of the arbitration proceeding and the award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(vii) The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by applicable law. Judgment on the award issued by the arbitrator may be entered in any court having jurisdiction.

10.2 Provisional Measures and Equitable Remedies. Nothing in this Agreement shall prevent either Party from seeking provisional measures or equitable remedies from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate non-equitable claims.

10.3 Attorneys’ Fees and Costs. In connection with any Dispute, the prevailing party, if any, shall be entitled to its costs and attorneys’ fees reasonably incurred in connection with the Dispute, including in connection with any arbitration, action or court proceeding for provisional measures or for the enforcement of any arbitral award.

ARTICLE XI TERMINATION OF AGREEMENT

11.1 Term. The term of this Agreement shall commence upon the Execution Date and shall expire ten (10) years after the Closing Date (“*Term*”); provided that there is no unresolved Dispute between the Community Board and Adventist Health as of such expiration date. In the event of an unresolved Dispute between the Community Board and Adventist Health, the Term shall expire at the resolution of such Dispute. Stone Point Health shall remain the sole corporate

member of MCMC and Adventist Health shall remain as the sole member of Stone Point Health after any termination of this Agreement that occurs following the Closing Date.

11.2 Termination of Agreement.

(a) Mutual Agreement. This Agreement may be terminated at any time prior to the Closing by the mutual written agreement of the Parties.

(b) Breach of Agreement.

(i) Breach by MCMC. This Agreement may be terminated by Adventist Health at any time prior to the Closing if MCMC has materially breached its covenants, representations or warranties prior to the Closing, provided that this Agreement shall not be terminated if such breach shall have been cured to the reasonable satisfaction of Adventist Health within thirty (30) days of written notice thereof, or, if such breach is reasonably capable of cure, but not within thirty (30) days, MCMC shall have commenced to cure it within such thirty-day period, and shall be diligently pursuing the cure.

(ii) Breach by Adventist Health. This Agreement may be terminated by MCMC at any time prior to the Closing if Adventist Health has materially breached its covenants, representations and warranties prior to the Closing, provided that this Agreement shall not be terminated if such breach shall have been cured to the reasonable satisfaction of MCMC within thirty (30) days of written notice thereof, or, if such breach is reasonably capable of cure, but not within thirty (30) days, Adventist Health shall have commenced to cure it within such thirty-day period, and shall be diligently pursuing the cure.

(c) Failure of Condition. This Agreement may be terminated by Adventist Health or MCMC if the Closing has not occurred on or before December 31, 2023 (the “*Drop Dead Date*”); provided, however, that (i) Adventist Health shall not be permitted to terminate this Agreement if the Closing is delayed beyond the Drop Dead Date by the breach of a covenant by Adventist Health or the failure of a condition which was Adventist Health’s responsibility to fulfill; (ii) MCMC shall not be permitted to terminate this Agreement if the Closing is delayed beyond the Drop Dead Date by the breach of a covenant by MCMC or the failure of a condition which was MCMC’s responsibility to fulfill.

(d) Failure to Finalize Disclosure Schedules. This Agreement may be terminated pursuant to the provisions of Section 7.2.

(e) Failure to Obtain Attorney General Approval. This Agreement may be terminated by either MCMC or Adventist Health if the Attorney General does not approve the Affiliation pursuant to applicable law, with or without conditions, or grant a waiver of such approval, within one hundred eighty (180) days after the Attorney General has received the completed notice.

(f) Expiration of Term. This Agreement shall automatically terminate upon the expiration of the Term.

11.3 Return of Information. Upon the termination of this Agreement prior to the Closing Date, Adventist Health and MCMC shall, and shall use good faith efforts to cause their Representatives or Affiliates to, promptly return to the appropriate Party the original and all copies (in whatever form made or stored) of the confidential or non-public information of such other Party, or shall destroy the same, and shall certify in writing to such other Party that all such confidential or non-public information and all copies thereof have been returned or destroyed. Notwithstanding the foregoing, a Party's obligation to destroy or return data and documents shall, with respect to digital media and computer memory, apply only to memory in active, currently accessible media, and not to tapes and other back-up media.

ARTICLE XII CONDITIONS TO CLOSING

12.1 Conditions Precedent to Obligations of Adventist Health. The obligations of Adventist Health to complete the Affiliation at the Closing shall be subject to fulfillment of all of the following conditions, except those conditions that are waived by Adventist Health:

(a) Accuracy of Representations and Warranties. The representations and warranties of MCMC, as amended pursuant to this Agreement, shall be true and correct in all material respects on the Closing Date.

(b) Governmental Consents. The consent of a Governmental Entity necessary to consummation of the Affiliation as listed on Schedule 12.1(b), shall have been obtained. It is expressly understood that the condition to obtain Government Consents may not be waived and that if the consent of Governmental Entities necessary to consummation of the Affiliation is not obtained as required herein by the Drop Dead Date, this Agreement shall automatically terminate and neither MCMC nor Adventist Health shall have any liability to the other, except as specifically provided in this Agreement.

(c) Performance of Covenants and Agreements. MCMC shall have performed in all material respects all covenants and agreements contained in this Agreement required to be performed by MCMC before the Closing.

(d) Licenses and Other Government Authorizations. Any Government Authorizations required for Stone Point Health to become the sole corporate member of MCMC and oversee the MCMC Operations shall have been obtained.

(e) Approval of Documentation. The form and substance of all certificates, transfer documents, opinions, consents, instruments and other documents and agreements contemplated hereby delivered to Adventist Health shall be reasonably satisfactory in all material respects to Adventist Health and its counsel.

(f) No Litigation. Except as disclosed in this Agreement, no Action shall be pending or threatened against MCMC or Adventist Health, to the knowledge of either Party, that seeks to prevent the consummation of the Affiliation contemplated by this Agreement.

(g) Officers Certificates. MCMC shall deliver to Adventist Health, in forms reasonably acceptable to Adventist Health, (i) a closing and incumbency certificate of an officer of MCMC and (ii) resolutions of the board of directors of MCMC authorizing the execution and delivery of this Agreement and the performance by MCMC of its obligations hereunder (collectively, the “*MCMC Certificates*”).

(h) MAC. There has been no MAC with respect to the MCMC Entities since the Execution Date.

(i) Estoppel Certificates. MCMC shall have obtained tenant estoppel certificates of all tenants under any lease of MCMC Real Property.

(j) New Organizational Documents. MCMC shall have adopted and delivered to Adventist Health the New Organizational Documents contemplated hereunder.

(k) Deliveries at Closing. All of the deliverables described in Section 13.2 shall have been provided to Adventist Health or waived by Adventist Health.

12.2 Conditions Precedent to Obligations of MCMC. The obligations of MCMC to complete the Affiliation at the Closing shall be subject to fulfillment of all of the following conditions, except those conditions that are waived by MCMC:

(a) Accuracy of Representations and Warranties. The representations and warranties of Adventist Health, as amended pursuant to this Agreement, shall be true and correct in all material respects on the Closing Date.

(b) Governmental Consents. The consent of a Governmental Entity necessary to consummation of the Affiliation as listed on Schedule 12.1(b), shall have been obtained. It is expressly understood that the condition to obtain Government Consents may not be waived and that if the consent of Governmental Entities necessary to consummation of the Affiliation is not obtained as required herein by the Drop Dead Date, this Agreement shall automatically terminate and neither MCMC nor Adventist Health shall have any liability to the other, except as specifically provided in this Agreement.

(c) Performance of Covenants and Agreements. Adventist Health shall have performed in all material respects all covenants and agreements contained in this Agreement required to be performed by Adventist Health before the Closing.

(d) Approval of Documentation. The form and substance of all certificates, opinions, consents, instruments and other documents and agreements contemplated hereby delivered to MCMC under this Agreement shall be reasonably satisfactory in all material respects to MCMC and its counsel.

(e) No Litigation. No Action shall be pending or threatened against MCMC or Adventist Health seeking to block the consummation of the Affiliation contemplated by this Agreement.

(f) Officers Certificates. Adventist Health shall deliver to MCMC, in forms reasonably acceptable to MCMC, (i) a closing and incumbency certificate of an officer of Adventist Health and (ii) resolutions of the AH Board authorizing the execution and delivery of this Agreement and the performance by Adventist Health of its obligations hereunder (collectively, the “*AH Certificates*”).

(g) MAC. There shall not have been a MAC with respect to Adventist Health.

(h) Deliveries at Closing . All of the deliverables described in Section 13.3 shall have been provided to MCMC, or waived by MCMC.

ARTICLE XIII CLOSING

13.1 Closing and Closing Date. Subject to the provisions of Article XII, the closing of the Affiliation (the “*Closing*”) shall take place on December 31, 2022, or at such earlier or later date seven (7) days after all the conditions to Closing have been satisfied or waived; or such other date, time or place as may hereafter be agreed upon in writing by the Parties. The Affiliation contemplated by the Parties pursuant to this Agreement shall occur at 12:01 AM on the Business Day immediately following the Closing (the “*Closing Date*”). All proceedings to take place at the Closing shall take place simultaneously.

13.2 Deliveries by MCMC. At the Closing, MCMC shall deliver to Adventist Health the following:

(a) Membership Interest. An original document evidencing Stone Point as the sole corporate member of MCMC.

(b) MCMC Certificates. Certified copies of the MCMC Certificates.

(c) Licenses. Copies of all Licenses and Government Authorizations required to conduct the MCMC Operations.

(d) Powers of Attorney. Limited Powers of Attorney for Adventist Health’s use of the pharmacy licenses, DEA and other registration numbers, and DEA order forms, in one or more forms mutually acceptable to the Parties (the “*Powers of Attorney*”), provided that MCMC is legally authorized to grant such Powers of Attorney.

(e) Good Standing Certificates. For each MCMC Entity, original Certificates of Existence, issued by the Oregon Secretary of State, each dated no earlier than a date that is thirty (30) calendar days prior to the scheduled Closing Date.

(f) Other Documents. Any other documents contemplated by this Agreement or requested by Adventist Health and reasonably required or necessary for the consummation of the Affiliation.

13.3 Deliveries by Adventist Health. At the Closing, Adventist Health shall deliver to MCMC the following:

- (a) AH Certificates. Certified copies of the AH Certificates.
- (b) Powers of Attorney. The Powers of Attorney.
- (c) Good Standing Certificates. Original Good Standing Certificates of Existence, or comparable status, of Adventist Health and Stone Point, issued by the California Secretary of State dated no earlier than a date which is thirty (30) calendar days prior to the scheduled Closing Date, along with original Certificates of Existence as foreign corporations issued by the Oregon Secretary of State.
- (d) Other Documents. Any other documents contemplated by this Agreement or requested by MCMC and reasonably required or necessary for the consummation of the Affiliation.

ARTICLE XIV CONFIDENTIAL INFORMATION

14.1 Confidential Information. The Parties shall not disclose, divulge, discuss, copy or otherwise use or suffer to be used in any manner, in competition with, or contrary to the interests of, Adventist Health, MCMC, patient, customer and provider lists, business methods or other trade secrets of either Party, other than (i) as required for financial reporting purposes, (ii) as reasonably necessary in connection with the Affiliation and (iii) to indemnify a Party pursuant to 5.9(f) or to enforce a Party's obligations or covenants in this Agreement, it being acknowledged by all Parties that all such information regarding the MCMC Operations is confidential information and upon the Closing shall become the exclusive property of Adventist Health. In the event of any inconsistency between the terms and conditions of this Agreement regarding confidentiality and confidential information, and the terms and conditions of the Confidentiality Agreement entered into by the Parties on or about January 3, 2022 (the "NDA"), the terms and conditions of this Agreement shall be controlling.

14.2 Remedies. The Parties expressly agree and understand that the remedy at law for any breach of this Article shall be inadequate and that the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon adequate proof of a violation by any Party of any legally enforceable provision of this Article, the other Party shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing in this Article 14 shall be deemed to limit any Party's remedies at law or in equity for any breach by another Party of any of the provisions of this Article that may be pursued or availed of by a Party.

14.3 Tolling of Restriction Period. In the event any Party shall violate any legally enforceable provision of this Article as to which there is a specific time period during which such Party is prohibited from taking certain actions or from engaging in certain activities, as set forth in such provision, then, in such event, such violation shall toll the running of such time period from the date of such violation until such violation shall cease.

14.4 Mutual Confidentiality.

(a) Neither Party shall, without the written consent of the other Party, make any public announcement or press release with respect to this Agreement except to their consultants, accountants, investors, attorneys, the Attorney General, Governmental Entities, and/or to other Persons when such announcement or press release to other Persons is necessary to comply with any Law, governmental or court order or regulation. Each Party shall be entitled to participate, to the extent practicable, in conversations with personnel in the OHA and Office of the Attorney General in connection with the Affiliation contemplated hereby.

(b) Any Party may make internal announcements to its personnel on an “as needed” basis. MCMC may also make announcements to the Hospital’s medical staff; provided, however, that Adventist Health shall be notified of any such announcement at least five (5) days beforehand and may send a Representative to attend any such meeting, or provide comment as to any written announcement.

(c) MCMC may not discuss the existence or contents of this Agreement and the conditions of Closing with any Person that has expressed interest in any way to MCMC regarding an alternative transaction to this Agreement.

ARTICLE XV
MISCELLANEOUS

15.1 Notices. All notices, requests, demands and other communications under this Agreement must be in writing and shall be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (i) when personally delivered, or (ii) one Business Day after delivery to a nationally recognized overnight courier service for next Business Day delivery, and in any case addressed to the Parties or their permitted assigns at the following addresses (or at such other address as is given in writing by a Party to the other Parties):

To MCMC: Mid-Columbia Medical Center
1700 East 19th Street
The Dalles, Oregon 97058
Attn: Dennis Knox, President & Chief Executive Officer
Email: dennisk@mcmc.net

With a copy to: Locke Lord LLP
111 Huntington Avenue
Boston, Massachusetts 02199
Attn: David S. Szabo, Esq.
Email: david.szabo@lockelord.com

and

Peter F. Stoloff, P.C.
5285 Meadows Road, Suite 235
Lake Oswego, Oregon 97035

Attn: Peter Stoloff, Esq.
Email: pstoloff@peterstoloff-law.com

To Adventist Health: Adventist Health System/West
One Adventist Health Way
Roseville, CA 95661
Attn: Chief Operating Officer

With a copy to: Schwabe Williamson & Wyatt
PacWest Center
1211 SW Fifth Avenue, Suite 1900
Portland, Oregon 97204
Attn: Jonathan French, Esq.
Email: jfrench@schwabe.com

and

Schwabe Williamson & Wyatt, P.C.
Moda Building
360 SW Bond Street, Suite 500
Bend, Oregon 97702
Attn: Gary Bruce, Esq.
Email: gbruce@schwabe.com

15.2 Counterparts. This Agreement may be executed in one or more counterparts and may be exchanged by email transmission, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

15.3 Captions and Section Headings. Captions and section headings are for convenience only, are not a part of this Agreement and may not be used in construing it.

15.4 Cooperation. Each of the Parties agrees to cooperate in the effectuation of the Affiliation and to execute any and all additional documents and to take such additional action as is reasonably necessary or appropriate for such purposes.

15.5 Entire Agreement. This Agreement, including any certificate, schedule, exhibit or other document delivered pursuant to its terms, constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. There are no verbal agreements, representations, warranties, or undertakings between the Parties other than as provided herein, and this Agreement may not be amended or modified in any respect, except by a written instrument signed by the Parties to this Agreement. In the event of any inconsistency or conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the attachments or exhibits to this Agreement, the terms and conditions of this Agreement shall govern.

15.6 Governing Laws. This Agreement is to be governed by and construed in accordance with the internal laws of the State.

15.7 Assignment. This Agreement shall not be assigned or otherwise transferred by any Party without the prior written consent of the other Party, which may be granted or withheld in that Party's sole and absolute discretion.

15.8 Expenses. Each Party shall be responsible for the payment of all attorney fees and costs incurred by such Party in connection with the negotiation, due diligence and completion of the final terms of this Agreement and the Affiliation. Adventist Health shall be solely responsible for the cost of its engineers, consultants and other advisors engaged by or on behalf of Adventist Health in connection with the Affiliation, including without limitation the Feasibility Study.

15.9 No Third-Party Beneficiaries. Except as expressly provided otherwise in this Agreement, the terms and provisions of this Agreement (including provisions regarding employee and employee benefit matters) are intended solely for the benefit of the Parties and their respective successors and permitted assigns, and are not intended to confer third-party beneficiary rights upon any other person.

15.10 Certain References. As used in this Agreement, and unless the context requires otherwise: references to "*include*" or "*including*" mean including without limitation; references to "*partners*" include general and limited partners of partnerships and members of limited liability companies; references to "*partnerships*" include general and limited partnerships, joint ventures and limited liability companies; references to any document are references to that document as amended, consolidated, supplemented or replaced by the Parties thereto from time to time; references to any law are references to that law as amended, consolidated, supplemented or replaced from time to time and all rules and regulations promulgated thereunder; references to time are references to Oregon time; and the gender of all words includes the masculine, feminine and neuter, and the number of all words includes the singular and plural.

15.11 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated.

15.12 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the greatest extent possible. All other provisions of this Agreement shall remain in full force and effect.

15.13 Successors and Assigns. The covenants and conditions contained herein, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of the Parties.

15.14 Limitation of Liability. Neither Party shall be liable to the other for any special, consequential or punitive damages arising out of any claimed breach of this Agreement, by indemnification or otherwise, even if the breaching party is on notice of such potential damages.

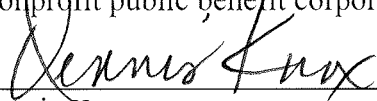
15.15 Time of the Essence. The Parties agree that time is of the essence with regard to all dates and time periods set forth herein and for the performance of all obligations herein.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first above written.

MCMC:

MID-COLUMBIA MEDICAL CENTER, an
Oregon nonprofit public benefit corporation

By: 

Name: Dennis Knox

Title: President/CEO

Adventist Health:

ADVENTIST HEALTH SYSTEM/WEST, D.B.A.
ADVENTIST HEALTH, a California nonprofit
religious corporation

By:  Kerry L. Heinrich

Name: Kerry L. Heinrich

Title: President and Chief Executive Officer

EXHIBIT 1.1

Descriptions of MCMC’s Healthcare Facilities

| MCMC Healthcare Facility & Clinics | Location |
|--|--|
| Mid-Columbia Medical Center <ul style="list-style-type: none"> • Acute Care • Diagnostic Imaging • Emergency Department • Hospital Laboratory • Pharmacy • Pathology | 1700 East 19th Street The Dalles, OR 97058 |
| Celilo Cancer Center | 1800 E 19th Street The Dalles, OR 97058 |
| Columbia Gorge <ul style="list-style-type: none"> • ENT & Allergy | 1815 E 19th St, Suite 1 The Dalles, OR 97058 |
| Columbia Gorge <ul style="list-style-type: none"> • Neurology • Pediatrics | 1935 E 19th St The Dalles, OR 97058 |
| <ul style="list-style-type: none"> • Columbia River Women’s Center • Medical Office Plaza | 1810 E 19th Street, Suite 209 The Dalles, OR 97058 |
| Surgical Services | 1810 E 19th Street, Suite 225 The Dalles, OR 97058 |
| Columbia Gorge Urology | 1805 E 19th Street The Dalles, OR 97058 |
| <ul style="list-style-type: none"> • Occupational Medicine • Laboratory: Occupational Health | 1825 E 19th Street The Dalles, OR 97058 |
| | |
| Water’s Edge Medical Clinic | |
| <ul style="list-style-type: none"> • Outpatient Therapy | 551 Lone Pine Blvd, First Floor The Dalles, OR 97058 |
| <ul style="list-style-type: none"> • Accounting/Finance office • Internal Medicine • Nephrology: | 551 Lone Pine Blvd, Second floor The Dalles, OR 97058 |
| <ul style="list-style-type: none"> • Cardiology • Orthopedics & Sports Medicine • Center for Sleep Medicine | 551 Lone Pine Blvd, Third floor The Dalles, OR 97058 |
| | |
| Nichols Landing | |
| <ul style="list-style-type: none"> • Cardiology • Gorge Urology • Orthopedics & Sports Medicine | 33 Nichols Parkway, Second Floor Hood River, OR 97031 |
| <ul style="list-style-type: none"> • Outpatient Therapy | 33 Nichols Parkway, Third Floor Hood River, OR 97031 |

| | |
|--|---|
| | |
| <ul style="list-style-type: none"> • Family Medicine • Behavioral Health • Family Medicine Laboratory | 1620 E. 12th Street The Dalles, OR 97058 |
| <ul style="list-style-type: none"> • Visiting Health Services | 1730 E 12th Street The Dalles, OR 97058 |
| | |
| Dry Hollow Professional Center, Inc. | P.O. Box 1580 The Dalles, Oregon 97058 |
| | |

EXHIBIT 2.1

The New Organizational Documents

**Amended and Restated Articles of Incorporation
for Mid-Columbia Medical Center
(the “Corporation”)**

The undersigned certify that:

1. They are the President and the Secretary, respectively, of Mid-Columbia Medical Center, an Oregon nonprofit corporation.
2. The following amendment and restatement of the Articles of Incorporation of the Corporation have been duly approved by the Board of Directors of the Corporation:

Article I

The name of this Corporation is **Adventist Health Mid-Columbia**.

Article II

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Oregon Nonprofit Corporation Act (the “Act”) for public and charitable purposes. This Corporation is also organized and operated exclusively for charitable, religious, scientific, or hospital purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the “Code”).

More specifically, the purposes of this Corporation are to promote the wholeness of humanity, physically, mentally and spiritually, including, without limitation, the following activities:

- A. To establish, manage and maintain within or without the state where incorporated with permanent facilities that include acute care hospitals with inpatient beds and medical services to provide diagnosis and treatment for patients (and associated services such as, but not limited to, extended care, outpatient care and home care).
- B. To carry on any educational activities related to rendering care to the sick and injured or to the promotion of health, that in the opinion of the Board of Directors may be justified by the facilities, personnel, funds and other requirements that are, or can be, made available.

- C. To establish, manage and maintain a Health Maintenance Organization or similar organizations utilizing health delivery systems designed and coordinated to maximize benefits to the communities served.
- D. To promote and carry on scientific research related to the care of the sick and injured.
- E. To participate, so far as circumstances may warrant, in any activity designed and carried on to promote the general health of the community.

In furtherance of its purposes, the Corporation shall have the general powers enumerated in the Act, as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

Article III

The registered agent of the Corporation is Corporation Service Company, which is located at 1127 Broadway Street NE, Suite 310, Salem, Oregon 97301. The principal office of the Corporation is located at 1700 East 19th Street, The Dalles, Oregon 97058.

Article IV

Stone Point Health, a California nonprofit public benefit corporation, shall be the sole member of the Corporation. Stone Point Health's principal and mailing address is at 1 Adventist Health Way, Roseville, California 95661.

Article V

- A. The property of this Corporation is irrevocably dedicated to charitable, religious, scientific, or hospital purposes. No part of the net income or assets of this Corporation shall ever inure to the benefit of a director, officer or member of the Corporation, or to the benefit of any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make other payments and distributions in furtherance of the purposes set forth in Article II.
- B. Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be distributed to Stone Point Health, which is organized

and operated exclusively for charitable, religious, scientific, and hospital purposes and which has established its tax-exempt status as an organization under Section 501(c)(3) of the Code. In the event Stone Point Health has either failed to maintain its tax-exempt status under Section 501(c)(3) of the Code, or has been previously dissolved, or for any other reason is disqualified from receiving such remaining assets, then all such assets shall be distributed to the successor to Stone Point Health (or if no successor, to another organization as determined by the Board of Directors) providing that the successor or organization is a nonprofit fund, foundation or corporation that is organized and operated exclusively for charitable, religious, scientific or hospital purposes, and has established its tax-exempt status as an organization described under Section 501(c)(3) of the Code.

Article VI

- A. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on: (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law); or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

 - B. No substantial part of the activities of this Corporation shall consist of the carrying on or propaganda or otherwise attempting to influence legislation, nor shall this Corporation participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for political office.
- 3.** The foregoing Amended and Restated Articles of Incorporation have been duly approved by the Board of Directors of the Corporation.

(Signature Page to Follow)

We further declare under penalty of perjury under the laws of the State of Oregon that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: _____, 2023

Dennis Knox, President

Janet Hamada, Secretary

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3
4

**BYLAWS
OF
ADVENTIST HEALTH MID-COLUMBIA
(the “Corporation”)**

5
6

**Article 1
Principal Office and Purpose**

7 **1.1 Office.** The principal office for the transaction of the business of the Corporation shall be
8 fixed from time to time by the Corporation’s board of directors (the “**Board**”).

9 **1.2 Purpose.** The Corporation is a nonprofit public benefit corporation organized pursuant to
10 the Oregon Nonprofit Corporation Act (the “**Nonprofit Act**”). The sole member of the Corporation
11 is Stone Point Health, a California nonprofit public benefit corporation. The primary purpose of the
12 Corporation is to promote the wholeness of humanity physically, mentally, and spiritually by
13 benefitting, supporting and performing the functions described in the Corporation’s articles of
14 incorporation.

15
16

**Article 2
Membership**

17 **2.1 Members.** Stone Point Health is the sole member of the Corporation within the meaning of
18 ORS § 65.001.

19 **2.2 Transfer of Membership.** No membership or right arising from membership may be
20 assigned, transferred, or encumbered in any manner whatsoever, either voluntarily or involuntarily.

21 **2.3 Exercise of Membership Rights.** Stone Point Health shall exercise its membership rights
22 through its board of directors, which may, by resolution, authorize one or more of its officers to
23 exercise its vote on any matter to come before the membership of the Corporation.

24 **2.4 Action by the Member.** The vote, written assent, or other action of Stone Point Health shall
25 be evidenced by, and the Corporation shall be entitled to rely upon, a certificate of the secretary of
26 Stone Point Health stating (a) the actions taken by Stone Point Health, (b) that such actions were
27 taken in accordance with the articles of incorporation and bylaws of Stone Point Health, and (c) the
28 authorization of Stone Point Health for such certification. Requests for action by Stone Point Health
29 may be made through the chair of Stone Point Health’s board of directors or such other person as
30 Stone Point Health’s board of directors shall designate in writing.

31 **2.5 Place of Meetings.** Meetings (whether regular or special) of Stone Point Health, as member
32 of the Corporation, shall be held at the principal office of Stone Point Health, or at such other place
33 designated by the Corporation’s Board, which location will be stated in the notice of the meeting.

34 **2.6 Regular Meeting.** The regular meeting of Stone Point Health, as member of the Corporation,
35 shall be held annually within 120 days after the close of the fiscal year or at such time as the Board
36 determines. The regular meeting shall be held for the purpose of transacting business as may come
37 before the meeting.

38 **2.7 Special Meetings.** Special meetings of Stone Point Health, as member of the Corporation,
39 for any purpose or purposes, may be called upon request of the chair of the Board or by Stone Point
40 Health.

41 **2.8 Notice of Meeting.** Notice of a time and place for a regular or special meeting shall be
42 delivered not less than 15 nor more than 60 days before the date of the meeting: (a) personally to
43 Stone Point Health; (b) via electronic transmission; or (c) sent by first-class, registered or certified mail
44 to the address of Stone Point Health, as it appears on the Corporation's records. Notices of special
45 meetings shall state the general nature of the business to be transacted.

46 **2.9 Action by Written Ballot.** Except for the election of directors, any action may be taken
47 without a membership meeting if a written or electronic ballot is distributed to Stone Point Health,
48 setting forth the proposed action, providing an opportunity for Stone Point Health to specify approval
49 or disapproval of any proposal, and providing a reasonable period of time within which to return the
50 ballot to the Corporation. The written and/or electronic ballot shall be filed with the secretary of the
51 Corporation and maintained in the corporate records.

52 **2.10 Liabilities of Members.** There shall be no membership fees, dues, or assessments. No person
53 who is now or later becomes a member of the Corporation shall be personally liable to its creditors
54 for any indebtedness or liability and any or all creditors of the Corporation shall look only to the assets
55 of the Corporation for payment.

56 **Article 3**
57 **Board of Directors**

58 **3.1 Powers.** The Board shall control and generally manage the business of the Corporation and
59 exercise all of the powers, rights, and privileges permitted to be exercised by directors of nonprofit
60 public benefit corporations under the Nonprofit Act, except as limited by the Corporation's articles
61 of incorporation and these bylaws. All corporate powers of the Corporation shall be exercised by or
62 under the authority of the Board.

63 **3.2 Number, Qualifications, and Selection.** Each individual who is a director of the board of
64 Stone Point Health shall automatically be a director of the Corporation's Board and shall serve as a
65 director until such time as that person is no longer a director of Stone Point Health.

66 **3.3 Quorum.** A majority of the directors of the Board shall constitute a quorum for the
67 transaction of business, provided that the majority of the quorum shall be comprised of Designated
68 Directors (as defined in Section 3.3(a) of the bylaws of Stone Point Health). Except as otherwise
69 required by law, the articles of incorporation, or these bylaws, the directors present at a duly called or

70 held Board meeting at which a quorum is present may continue to transact business until adjournment,
71 even if enough directors have withdrawn to leave less than a quorum, if any action taken (other than
72 adjournment) is approved by at least a majority of the directors required to constitute a quorum. If
73 less than a quorum is present at a regular meeting, any resulting actions shall be subject to the
74 ratification of the Board at the next meeting in which a quorum is present.

75 **3.4 Term of Office.** The term of office of each director serving on the Board shall be the same
76 as the term that the director serves on the Stone Point Health board.

77 **3.5 Vacancies.** If the director resigns or is removed from the Board, such position shall remain
78 vacant until such time as a new or additional director is appointed to the Stone Point Health board.

79 **3.6 Place of Meeting.** Meetings of the Board shall be held at the principal office of the
80 Corporation or at any place within or without the state that has been designated by the chair or
81 president or by resolution of the Board. Any Board meeting may be held by conference telephone,
82 video screen communication, or electronic transmission. Participation in a meeting under this Section
83 shall constitute presence in person at the meeting if both of the following apply: (a) each director
84 participating in the meeting can communicate concurrently with all other directors; and (b) each
85 director is provided the means of participating in all matters before the Board, including the capacity
86 to propose, or to interpose an objection to, a specific action to be taken by the Corporation.

87 **3.7 Regular Meetings; Special Meetings.** A regular meeting of the Board shall be held at least
88 once each year at such time as the Board may fix by resolution. Regular meetings of the Board shall
89 consist of those meetings reflected on the Corporation's annual calendar. Special meetings of the
90 Board for any purpose or purposes may be called at any time by the president or chair.

91 **3.8 Meeting Notices; Waiver.** Written notice of the time and place of meetings (regular or
92 special) shall be delivered personally to each director or sent to each director by mail or by other form
93 of written communication, or by electronic transmission by the Corporation (as defined in
94 Section 9.3), charges prepaid, addressed to the director at that director's address as it is shown on the
95 records of the Corporation. The notice shall be sent (a) for regular Board meetings, at least 15 days,
96 but not more than 45 days, before the time of the holding of the meeting; and (b) for special meetings,
97 at least four days before the time of the meeting, if notice is sent by mail, and at least 48 hours before
98 the time of the meeting, if notice is delivered personally, telephonically, or by electronic transmission.
99 The meeting of the Board, however called and noticed and wherever held, shall be as valid as though
100 the meeting had been held after a proper call and notice if a quorum is present and if, either before or
101 after the meeting, each of the directors not present signs a written waiver of notice or consent to hold
102 the meeting or an approval of the minutes. All waivers, consents, or approvals shall be filed with the
103 corporate records or made a part of the minutes of the meeting.

104 **3.9 Voting; Action without a Meeting.** Each director shall have one vote on each matter
105 presented to the Board for action. No director may vote by proxy. Any action by the Board may be
106 taken without a meeting if all directors, individually or collectively, consent in writing or by electronic
107 transmission to the action. Such written consent shall be filed with the minutes of the proceedings of
108 the Board.

109 **3.10 Resignation and Removal.** Except as provided below, any director may resign by giving
110 written notice to the chair or to the president. The resignation shall be effective when the notice is
111 given unless it specifies a later time for the resignation to become effective. No director may resign
112 when the Corporation would be left without a duly elected director. A director may be removed from
113 office by Stone Point Health.

114 **3.11 Conflicts of Interest.** Upon election to the Board and annually, each director shall sign a
115 conflict of interest form, certifying that the director has read, understands, is in complete compliance
116 with, and agrees to continue to comply with, the Board's conflict of interest policy.

117 **Article 4**
118 **Committees**

119 **4.1 Board Committees.** The Board may appoint standing or special Board committees consisting
120 exclusively of directors, to serve at the pleasure of the Board, provided that no Board committee shall
121 be formed without the membership of at least one Designated Director. The Board may delegate to
122 such committees any of the powers and authority of the Board, except that the Board may not delegate
123 the following powers:

124 (a) To take any final action on matters that, under the Nonprofit Act or these bylaws, also
125 require Stone Point Health's approval;

126 (b) To fill vacancies on the Board or in any committee;

127 (c) To fix any compensation of the directors for serving on the Board or any committee;

128 (d) To amend or repeal these bylaws or adopt new bylaws;

129 (e) To amend or repeal any resolution of the Board that by its express terms is not so
130 amendable or repealable; and

131 (f) To appoint committees of the Board or committee members.

132 **4.2 Advisory Committees.** The Board may establish one or more advisory committees,
133 consisting of directors, nondirectors, or both. Except to the extent provided in the Nonprofit Act,
134 advisory committees may not exercise any authority of the Board, but shall be limited to making
135 recommendations to the Board and to implementing Board decisions and policies.

136 **4.3 Committee Chairs.** A Board committee chair must be a director of the Board, and an
137 advisory committee chair must be an officer of Stone Point Health or a director of the Board. All
138 chairs shall be appointed by the Board and shall serve until they no longer are qualified to serve as
139 chairs, until they are removed or resign as chairs, or until their committees are terminated.

140 **4.4 Meetings and Actions.** Meetings and actions of committees shall be governed by, held, and
141 taken under the provisions of these bylaws concerning Board meetings, except that the time for

142 general meetings and the calling of special meetings may be set either by Board resolution or, if none,
143 by the committee chair or by resolution of the committee. No act of a committee shall be valid unless
144 approved by the vote of a majority of its committee members with a quorum present. Committees
145 shall keep regular minutes of proceedings and report the same to the Board, and the minutes will be
146 filed with the Corporation's records.

147 **4.5 Removal.** The Board may remove at any time, with or without cause, a member or members
148 of any committee.

149 **4.6 Medical Staff.** Any Board committee that deliberates issues of medical staff responsibilities
150 shall include medical staff members.

151 **Article 5**
152 **Officers**

153 **5.1 Officers.** The officers of the Corporation shall consist of a chair of the Board, a vice chair of
154 the Board, a president, a secretary, a treasurer, and any other person designated as an officer by the
155 Board. Any person may hold more than one office, except that neither the chair nor president may
156 serve concurrently as the secretary or treasurer. Only directors of the Corporation may serve as chair
157 of the Board. Other than the executive vice president (if any), in no event shall the title of vice
158 president of the Corporation make a person an officer within the meaning of the Nonprofit Act or
159 these bylaws unless designated by the Board.

160 **5.2 Election of Officers.** Any executive vice presidents shall be appointed by the president. The
161 secretary and treasurer of the Corporation shall be elected by and serve at the pleasure of the Board,
162 and each shall hold that office until that officer resigns, or is removed, or is otherwise disqualified to
163 serve, or until that officer's successor is appointed.

164 **5.3 Chair of the Board.** The chair of the Board shall be the chief executive officer of Stone Point
165 Health or the chief executive officer's designee, who shall preside at the meetings of the Board. The
166 chair shall call regular and special meetings of the Board in accordance with these bylaws.

167 **5.4 Vice Chair of the Board.** The chief executive officer of Stone Point Health shall designate
168 the vice chair of the Board. In the absence of the chair of the Board, the vice chair or another designee
169 of the chair shall preside at the meetings of the Board.

170 **5.5 President.** The Board chair shall appoint the president. Subject to the control of the Board,
171 the president shall have general supervision of the business of the Corporation and shall have such
172 other powers and duties usually vested in such an office. Subject to any contrary provisions set forth
173 in the president's employment contract, which shall be controlling in the event of any conflict between
174 the terms set forth therein and the terms set forth below, the responsibilities of the president shall
175 include:

176 (a) Carrying out all policies and procedures established by the Board consistent with the
177 purposes and functions described in the Corporation's articles of incorporation;

- 178 (b) Development of a plan of organization of the personnel and others concerned with
179 the operation of the Corporation's hospital;
- 180 (c) Preparation of an annual operating capital expenditure and cash flow budget showing
181 the expected receipts and expenditures and such other information as is required by the Board,
182 and submission of such budgets to the Board for approval;
- 183 (d) Selection, employment, control, and discharge of all employees and development and
184 maintenance of personnel policies and practices for the Corporation's hospital;
- 185 (e) Maintenance of physical properties in a good state of repair and operating condition;
- 186 (f) Supervision of business affairs to ensure that funds are collected and expended to the
187 best possible advantage and within the provision of the annual budgets;
- 188 (g) Cooperation with the medical staff and with all those concerned with rendering of
189 professional service to the end that high quality care may be rendered to the patients consistent
190 with the policies set forth by the Board;
- 191 (h) Presentation to the Board or to its authorized committees of periodic reports reflecting
192 the professional service and financial activities of the Corporation's hospital as prescribed by
193 corporate administrative policies, and preparation and submission of such special reports as
194 may be required by the Board;
- 195 (i) Reporting all activities and recommendations of the medical staff to the Community
196 Board (as defined in Article 6);
- 197 (j) Execution of the contracts authorized by the Board, or a Board committee, except as
198 is otherwise provided by these bylaws and subject further to the limitations of authority
199 delegated by the Board;
- 200 (k) Performance of other duties assigned by the Board that may be necessary in the best
201 interest of the Corporation's hospital;
- 202 (l) Designation of a qualified individual who shall be responsible to the president in
203 matters of administration and shall represent the president during the president's absence; and
- 204 (m) Establishing goals and objectives for the Corporation, which shall include a long-range
205 strategic plan.

206 The president of the Corporation will be formally reviewed based upon performance criteria presented
207 to the president. The review will be conducted by the chair of the Community Board.

208 **5.6 Executive Vice President.** Executive vice presidents, if any, shall have such powers and
209 duties as the Board or the bylaws may provide. During the absence of the president, and in the absence

210 of a designation under Subsection 5.5(l), any executive vice president may act in the place and the
211 stead of the president.

212 **5.7 Secretary.** The secretary shall keep, or cause to be kept, the records of the Corporation,
213 including a record of the proceedings of the Corporation, and shall perform all of the duties usually
214 incident to the office of secretary. The secretary shall have such other powers and duties as the Board
215 or the bylaws may require.

216 **5.8 Treasurer.** The treasurer shall keep, or cause to be kept, correct books and accounts of the
217 Corporation's properties and transactions. The treasurer shall perform all the duties pertaining to the
218 office of treasurer and shall have such other powers and duties as the Board or these bylaws may
219 require. During the unavailability or incapacity of the president and any executive vice president, and
220 in the absence of a designation under Subsection 5.5(l), the treasurer will act in the place and stead of
221 the president.

222 **5.9 Assistant Secretaries.** The treasurer shall be an assistant secretary and there shall be such
223 other assistant secretaries as may be designated by the Board, any one of whom shall perform the
224 duties of the secretary in the absence of the secretary.

225 **5.10 Assistant Treasurers.** There shall be such assistant treasurers as may be designated by the
226 Board, any of whom shall perform the duties of the treasurer in the absence of the treasurer.

227 **Article 6**
228 **Community Board**

229 **6.1 Appointment of Community Board.** The Board shall appoint the members of a committee
230 called the "**Community Board**," with each appointment for a two-year term, and approximately one-
231 half of the members of the Community Board appointed every year. The Community Board shall
232 consist of from 9 to 23 members, depending upon the size and needs of the Corporation, as
233 determined by the Board. Subject to compliance with both Article 10 of the Community Board Bylaws
234 , the Board may at any time, in its sole discretion, remove or replace a Community Board member.

235 **6.2 Governance Committee.** The Community Board shall appoint a governance committee
236 pursuant to its bylaws, which shall make nominations to the Board for the Board to consider in
237 appointing Community Board members.

238 **6.3 Bylaws.** The Community Board shall have its own bylaws, which shall be adopted and may
239 be amended or repealed at any time by the Board, in its sole discretion, including any amendments
240 necessary to conform to these bylaws. The Community Board shall comply with its bylaws and the
241 resolutions of the Board.

242 **6.4 Qualifications for Members of the Community Board.** Each member of the Community
243 Board:

244 (a) Shall be more than 21 years of age;

- 245 **(b)** Shall have an interest in health care matters; and
- 246 **(c)** Must support the goals, objectives, and purposes listed in the Corporation’s articles of
247 incorporation.

248 **6.5 Delegated Powers to the Community Board.** The Community Board bylaws shall specify
249 the exact functions of the Community Board. Subject to the Affiliation Agreement and the
250 immediately preceding sentence, the Board delegates the following responsibilities to the Community
251 Board:

- 252 **(a)** Providing institutional planning to meet the health care needs for the community the
253 Corporation’s hospital serves;
- 254 **(b)** Determining that the Corporation’s hospital, its employees, and the appointees of the
255 medical staff will conduct their activities so as to conform with the requirements and principles
256 of all applicable laws and regulations, including the Health Care Quality Improvement Act;
- 257 **(c)** Overseeing and supervising the medical staff of the Corporation’s hospital, which
258 includes approving the medical staff bylaws and rules and regulations, and assuring that the
259 medical staff establishes mechanisms to achieve and maintain high quality medical practice
260 and patient care;
- 261 **(d)** Establishing and approving policies and procedures for those functions of the
262 Corporation’s hospital that have been delegated to the Community Board;
- 263 **(e)** Assuring a safe environment within the Corporation’s hospital for employees, medical
264 staff, patients, and visitors; and
- 265 **(f)** Organizing itself effectively so that it establishes and follows the policies and
266 procedures necessary to discharge its responsibilities, and adopting rules and regulations in
267 accordance with legal requirements.

268 **Article 7**
269 **Indemnification**

270 **7.1 Advancement of Expenses.** To the fullest extent permitted by law and except as otherwise
271 determined by the Board in any specific instance (and in the Board’s sole and absolute discretion),
272 expenses incurred by an agent (defined below) seeking indemnification under this Article 7 of these
273 bylaws in defending any proceeding covered by this Article shall be advanced by the Corporation
274 before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on
275 behalf of that person that the advance will be repaid unless it is ultimately found that the person is
276 entitled to be indemnified by the Corporation for those expenses. No such advance shall be paid to
277 the president under this Section without the prior approval of the Board.. For purposes of this article,
278 an “**agent**” means any person who is or was a director, officer, employee or other agent of the
279 Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or

280 agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise,
281 or was a director, officer, employee or agent of a foreign or domestic corporation that was a
282 predecessor corporation of the Corporation or of another enterprise at the request of the predecessor
283 corporation.

284 **7.2 Indemnification upon Successful Defense.** If an agent of the Corporation is successful on
285 the merits in defense of any proceeding, claim, or other contested matter brought against the agent in
286 connection with the agent’s actions or omissions in relation to the Corporation, the Corporation shall
287 indemnify the agent against that agent’s actual and reasonable expenses incurred in the defense against
288 such proceeding or claim.

289 **7.3 Indemnification upon Unsuccessful Defense.**

290 **(a) Mandatory Indemnification.** To the maximum extent permitted by law, the
291 Corporation shall indemnify each of its present and former (1) directors, (2) officers, (3)
292 persons who are or were regularly invited for six consecutive months or more to attend and
293 participate at Board meetings or Board committee meetings, and (4) persons identified in a
294 duly approved Board resolution as qualifying for this mandatory indemnification (each of
295 whom is an “**indemnitee**”) against expenses (collectively, “**payments**”) actually and
296 reasonably incurred by such indemnitee in connection with defending that indemnitee against
297 an action or proceeding. An employee of the Corporation may be an indemnitee if that
298 employee meets one or more of the definitions of indemnitee set forth above.
299 Notwithstanding the above, mandatory indemnification shall be given to a potential
300 indemnitee only if all of the following apply:

301 **1.** The action or proceeding against the indemnitee is based on or relates to an
302 action or inaction taken by the indemnitee on behalf of the Corporation and within
303 the scope of the indemnitee’s role or relationship with the Corporation;

304 **2.** The Board (excluding vacancies and directors who have a conflict of interest)
305 has made all findings required by the Nonprofit Act (the indemnitee shall not be
306 eligible to receive this mandatory indemnification if such findings are not made by the
307 Board); and

308 **3.** The potential indemnitee has not procured any illegal profit, remuneration, or
309 advantage, as determined by the Board in its sole discretion.

310 If a person does not qualify for this mandatory indemnification, such person might still receive
311 discretionary indemnification as outlined below.

312 **(b) Discretionary Indemnification.** To the maximum extent permitted by law, the Board
313 may in its sole discretion, by a majority vote (excluding vacancies and directors with a conflict
314 of interest), indemnify an agent (including former directors who were removed by the Board,
315 employees, or agents identified by the Board as acting on behalf of the Corporation or Stone
316 Point Health and not entitled to mandatory indemnification) (each of which is a “**recipient**”)

317 against any or all of the expenses, judgments, fines, settlements, or other amounts actually and
318 reasonably incurred by such recipient in connection with an action or proceeding against the
319 recipient, subject to the following:

320 1. The action or proceeding against the recipient must be based on or relate to
321 an action or inaction taken by the recipient on behalf of the Corporation and within
322 the scope of the recipient's role or relationship with the Corporation;

323 2. The Board (excluding vacancies and directors who have a conflict of interest)
324 must have made all findings required by the Nonprofit Act (the recipient shall not be
325 eligible to receive this discretionary indemnification if such findings are not made); and

326 3. Indemnification is not available if the recipient is found to have procured
327 illegal profit, remuneration, or advantage.

328 (c) Notwithstanding any other provision of these bylaws, a person who was a trustee,
329 officer or agent of the Corporation before its affiliation with Stone Point Health, and who is made or
330 threatened to be made a party to a proceeding as defined by ORS 65.387, by reason of the fact that
331 the person was a trustee, officer, employee, or agent of the Corporation or a fiduciary within the
332 meaning of the Employment Retirement Income Security Act of 1974 (or its corresponding future
333 provisions) with respect to any employee benefit plan of the Corporation shall be provided
334 indemnification of liabilities and expenses to the full extent permitted by ORS §§ 65.387-414. No
335 amendment to this Article that limits the Corporation's obligation to indemnify any person or entity
336 shall have any effect on such obligation for any act or omission that occurs prior to the later of the
337 effective date of the amendment or the date notice of the amendment is given to the person. The
338 Corporation shall interpret this indemnification provision in in the most liberal manner permitted by
339 law.

340 7.4 **Indemnification of members of the Community Board.** Notwithstanding any other
341 provision of these bylaws, the Corporation shall indemnify members of the Community Board in
342 accordance with Article 8 of the Bylaws of the Community Board. No amendment of Article 8 that
343 would repeal, limit, condition, or reduce such indemnification shall be effective unless the members
344 of the Community Board have received at least thirty (30) days' written notice of such change.

345
346

Article 8
Legal Instruments

347 **8.1 Execution of Legal Documents.** The chair, vice chair, president, treasurer, secretary or
348 assistant secretary may execute, and the Board may authorize specific other persons or officers to
349 execute, all contracts, transactions, or arrangements, and other documents related to such transactions
350 or arrangements. These officers may sign individually. Any Board resolution authorizing other persons
351 or officers to execute documents shall specify whether one person may sign the appropriate
352 documents or whether two signatures are required under specified circumstances.

353 **8.2 Seal.** The Corporation may have a corporate seal, and the same shall have inscribed thereon
354 the name of the Corporation, the date of its incorporation, and the state of its incorporation.

355
356

Article 9
General Provisions

357 **9.1 Auditor.** The books of the Corporation shall be reviewed annually by an auditor selected by
358 Stone Point Health.

359 **9.2 Amendment of Bylaws.** The bylaws may only be amended or repealed and new bylaws
360 adopted by Stone Point Health. The Board shall review the bylaws of the Corporation annually and
361 shall consider any necessary revisions.

362 **9.3 Electronic Transmission.**

363 **(a) “Electronic transmission by the Corporation”** means a communication
364 (1) delivered by (A) electronic mail when directed to the electronic mail address for that
365 recipient on record with the Corporation; (B) posting on an electronic message board or
366 network that the Corporation has designated for those communications, together with a
367 separate notice to the recipient, which transmission shall be considered delivered upon the
368 later of the posting or delivery of the separate notice thereof; or (C) other means of electronic
369 communication; and (2) that creates a record that is capable of retention, retrieval, and review,
370 and that may thereafter be rendered into clearly legible tangible form.

371 **(b) “Electronic transmission to the Corporation”** means a communication
372 (1) delivered by (A) electronic mail when directed to the electronic mail address that the
373 Corporation has provided to directors for communications; (B) posting on an electronic
374 message board or network that the Corporation has designated for those communications,
375 which transmission shall be considered delivered upon posting; or (C) other means of
376 electronic communication; (2) as to which the Corporation has placed in effect reasonable
377 measures to verify that the sender is the director purporting to send the transmission; and
378 (3) that creates a record that is capable of retention, retrieval, and review, and that may
379 thereafter be rendered into clearly legible tangible form.

380 (c) “**Electronic transmission**” means any combination of electronic transmission by or
381 to the Corporation.

Bylaws Certificate

I, Meredith Jobe, hereby certify that I am the Secretary of Adventist Health Mid-Columbia, an Oregon nonprofit public benefit corporation (the “**Corporation**”), and that the foregoing bylaws are a true and correct copy of the bylaws of the Corporation as duly adopted on _____, 2023, by the vote of the Stone Point Health board.

Dated: _____, 2023

ADVENTIST HEALTH MID-COLUMBIA

By: _____
Meredith Jobe, Secretary

EXHIBIT 3.3

MCMC's Long-Term Debt

[Redacted]

EXHIBIT 3.5

Community Board Bylaws

1 **BYLAWS OF THE COMMUNITY BOARD OF**
2 **ADVENTIST HEALTH MID-COLUMBIA**

3
4 The Board of Directors (the “**Corporate Board**”) of Adventist Health Mid-Columbia, an
5 Oregon nonprofit corporation (the “**Corporation**”), adopts these bylaws for the community board
6 (the “**Community Board**”) of Adventist Health Mid-Columbia and its provider-based ambulatory
7 clinics (collectively, the “**Hospital**”) to govern certain day-to-day operations of the Hospital. The
8 Hospital is owned and operated by the Corporation. Stone Point Health, a California nonprofit public
9 benefit corporation, is affiliated with the Corporation.

10 **Article 1**
11 **Corporation Role and Purpose**

12 **1.1 Purpose.** The Corporation is organized pursuant to the Nonprofit Corporation Act of the
13 State of Oregon (the “**Nonprofit Code**”). The primary purposes of the Corporation are described in
14 the Corporation’s articles of incorporation (“**Corporate Articles**”).

15 **Article 2**
16 **Community Board Role and Responsibility**

17 **2.1 General Principles of Delegation.** The Corporation, which owns and operates the Hospital,
18 is controlled and managed by the Corporate Board. All powers and functions with respect to the
19 management and governance of the Hospital are vested in the Corporate Board as set forth in the
20 bylaws of the Corporation (the “**Corporate Bylaws**”) and the Nonprofit Code. Subject to its own
21 oversight and ultimate authority as required by the Nonprofit Code, the Corporate Board has
22 delegated (a) certain responsibilities and functions to the Community Board as set forth in the
23 Corporate Bylaws and these bylaws of the Community Board (the “**Community Board Bylaws**”) and
24 (b) certain powers and functions to the Corporation’s president for the day-to-day management
25 of the Hospital’s business. The Corporation’s president and the Community Board shall exercise their
26 delegated responsibilities and powers under the ultimate direction of the Corporate Board.

27 **2.2 Delegation of Functions and Responsibilities.** Subject to the oversight and ultimate
28 authority of the Corporate Board, the Corporate Board delegates to the Community Board, and the
29 Community Board shall be responsible to the Corporate Board for, the following responsibilities and
30 functions:

31 (a) Providing institutional planning to meet the health care needs of the community the
32 Hospital serves;

33 (b) Determining that the Hospital, its employees, and the appointees of the medical staff
34 conduct their activities so as to conform with the requirements and principles of all applicable
35 laws and regulations, including the Health Care Quality Improvement Act;

- 36 (c) Reviewing the Hospital's annual operating budget and long-term capital expenditures
37 plan and advising the Corporation's president regarding them;
- 38 (d) Organizing and supervising the medical staff of the Hospital, which includes
39 approving the medical staff bylaws and rules and regulations, and ensuring that the medical
40 staff establishes mechanisms to achieve and maintain high quality medical practice and patient
41 care;
- 42 (e) Deciding upon medical staff appointments and reappointments, the granting of
43 clinical privileges, and the reduction, modification, suspension, or termination of medical staff
44 appointments and clinical privileges pursuant to the provisions of the medical staff bylaws;
- 45 (f) Encouraging programs for continuing education for medical staff appointees and
46 appropriate in-service education programs for Hospital employees;
- 47 (g) Requiring the medical staff to periodically review the medical staff bylaws, rules and
48 regulations, and policies governing the medical staff;
- 49 (h) Approving the adoption, amendment, or repeal of medical staff bylaws, rules and
50 regulations, and policies governing the medical staff;
- 51 (i) Providing communication among duly authorized representatives of the governing
52 body, the administration, and the medical staff;
- 53 (j) Ensuring that the medical staff is represented by attendance and has the opportunity
54 to comment at all Community Board meetings;
- 55 (k) Ensuring that all medical staff members practice within the scope of the clinical
56 privileges delineated by the Community Board;
- 57 (l) Requiring the development of a quality assurance program that includes a mechanism
58 for review of the quality of patient care services provided by individuals who are not subject
59 to the staff privilege delineation process, reviewing the quality assurance program on an
60 ongoing basis, and ensuring that the medical staff is provided with the administrative
61 assistance necessary to conduct quality assurance activities in accordance with the Hospital's
62 quality assurance program;
- 63 (m) Reviewing and advising the Corporation's president regarding the short-range and
64 long-range plans and goals for the Hospital in consultation with the medical staff and others;
- 65 (n) Establishing and approving policies and procedures for those functions of the
66 Hospital that have been delegated to the Community Board;
- 67 (o) Ensuring a safe environment within the Hospital for employees, medical staff,
68 patients, and visitors;

- 69 (p) Organizing itself effectively so that it establishes and follows the policies and
70 procedures necessary to discharge its responsibilities and adopts rules and regulations in
71 accordance with legal requirements;
- 72 (q) Establishing and revising standards for the quality of service to be made available at
73 the Hospital and Hospital policies implementing such standards;
- 74 (r) Maintaining liaison with the Corporate Board through the Corporation's president by
75 sending to the chair of the Corporate Board notice of all meetings with an agenda and
76 subsequent minutes of actions taken, and being available for and consulting with the
77 Corporate Board;
- 78 (s) Evaluating the performance of the Community Board;
- 79 (t) Cooperating with the Corporation's president to ensure that the Hospital obtains and
80 maintains accreditation by the applicable accrediting bodies and eligibility for participation in
81 the Medicare, Medicaid, or other payment programs selected by the Hospital;
- 82 (u) Monitoring the Hospital's performance through the regular review of reports from the
83 Corporation's president on the overall activities of the Hospital; and
- 84 (v) Providing input to the Corporation on the performance of the Corporation's
85 president and leadership team, and participating in an advisory capacity on the hiring of the
86 Corporation's president.

87 Article 3

88 Community Board Structure and Procedures

89 **3.1 Composition of Community Board.** The Community Board shall be appointed by the
90 Corporate Board, with approximately one-half of the members appointed each year, and shall be
91 selected from individuals representing a variety of interests and abilities. The Community Board shall
92 consist of from nine to 23 members, depending upon the size and needs of the institution, as
93 determined from time to time by the Corporate Board. The initial Community Board shall be
94 appointed in accordance with Article 10.

95 **3.2 Qualifications of Community Board Members.**

96 (a) Ex Officio. The Community Board shall include the following:

- 97 1. The chief executive officer of Stone Point Health (the “**Stone Point Health CEO**”);
98 and
- 99 2. The president of the Corporation.

100 (b) Medical Staff Physicians. The chief of staff of the medical staff may be a member of
101 the Community Board. In addition, up to five other physicians who are members of the

102 medical staff of a facility operated by the Corporation may be selected to serve as members of
103 the Community Board. Physicians may, at the discretion of the Community Board, provide
104 the liaison for communication between the medical staff and the Community Board and thus
105 function in lieu of a joint conference committee.

106 (c) Other Representatives. This category shall be composed of individuals other than the
107 medical staff physicians who reside or work in the geographic areas generally served by the
108 Corporation or who have expertise beneficial to the Corporation. Such Community Board
109 members shall be selected on the basis of the following considerations:

- 110 1. Well-known and respected among a significant segment of the population;
- 111 2. Involved in humanitarian activities, civic and service organizations, and community
112 affairs;
- 113 3. Successful in personal business matters;
- 114 4. Ability to listen, to analyze, to think independently and logically, to make meaningful,
115 relevant, and concise contributions to discussions, and to be generally helpful in the
116 making of decisions; and
- 117 5. Possession of practical and technical or professional knowledge and skills that enable
118 the giving of expert counsel.

119 **3.3 Nominations.** The Governance Committee (see Section 5.3) shall recommend to the
120 Corporate Board candidates for election to the Community Board to replace members of the
121 Community Board whose terms are expiring or to fill vacancies in unexpired terms on the Community
122 Board.

123 **3.4 Conflict of Interest Policy.** Upon appointment to the Community Board and annually, each
124 member shall sign a conflict of interest form as required by the Corporate Board, certifying that the
125 member has read, understands, and is in complete compliance with the Corporate Board's conflict of
126 interest policy.

127 **3.5 Term of Office.** Each Community Board member, except for the individuals described in
128 Section 3.2(a) and the chief of staff of the medical staff (if the chief of staff is a Community Board
129 member), shall hold office for a term of two years or until that person's successor has been elected
130 and qualified or until that person's earlier resignation or removal, or until the member's office has
131 been declared vacant in the manner provided in these Community Board Bylaws. A member appointed
132 to fill a vacancy shall serve for the remainder of the term of that person's predecessor. The chief of
133 staff may hold office on the Community Board while serving as chief of staff of the medical staff and
134 that person's term shall expire when a successor chief of staff takes office.

135 **3.6 Vacancies.**

136 (a) When Vacancies Exist. A vacancy or vacancies on the Community Board shall occur
137 upon the death, resignation, or removal of any member, or if the authorized number of

138 members is increased, or if the Corporate Board fails, at any annual or special meeting of the
139 Corporate Board at which any Community Board members are elected, to elect the full
140 authorized number of members to be voted for at the meeting.

141 **(b)** Filling Vacancies. Any vacancy occurring on the Community Board may be filled by
142 an appointment by the Corporate Board upon a recommendation from the Community Board.

143 **3.7 Place of Meeting.** Meetings of the Community Board shall be held at any place within or
144 without the state that has been designated by the chair or the Corporation's president or by resolution
145 of the Community Board. In the absence of this designation, meetings shall be held at the principal
146 office of the Corporation. Any Community Board meeting may be held by conference telephone,
147 video screen communication, or electronic transmission. Participation in a meeting under this Section
148 shall constitute presence in person at the meeting if both of the following apply: (a) each member
149 participating in the meeting can communicate concurrently with all other members; and (b) each
150 member is provided the means of participating in all matters before the Community Board, including
151 the capacity to propose, or to interpose an objection to, a specific action to be taken by the Community
152 Board.

153 **3.8 Regular Meetings; Special Meetings.** Regular meetings of the Community Board shall be
154 held at least three times each year at such time as is fixed by the chair of the Community Board.
155 Regular meetings of the Community Board shall consist of those meetings reflected on the
156 Corporation's annual calendar. Special meetings of the Community Board for any purpose or purposes
157 may be called at any time by the Corporation's president or the chair of the Community Board.

158 **3.9 Meeting Notices; Waiver.** Written notice of the time and place of meetings (regular or
159 special) shall be delivered personally to each member of the Community Board or sent to each member
160 by mail or by other form of written communication, or by electronic transmission by the Corporation
161 (as defined in Section 9.4), charges prepaid, addressed to the member at that member's address as it
162 appears on the records of the Corporation. The notice shall be sent (a) for regular Community Board
163 meetings, at least 15 days, but not more than 45 days, before the time of the holding of the meeting;
164 and (b) for special meetings, at least four days before the time of the meeting, if notice is sent by mail,
165 and at least 48 hours before the time of the meeting, if notice is delivered personally, telephonically,
166 or by electronic transmission. The transaction of any meeting of the Community Board, however
167 called and noticed and wherever held, shall be as valid as though the meeting had been held after a
168 call and notice if a quorum is present and if, either before or after the meeting, each of the Community
169 Board members not present signs a written waiver or notice of consent to hold the meeting or an
170 approval of the minutes. All such waivers, consents, or approvals shall be filed with the corporate
171 records or made a part of the minutes of the meeting.

172 **3.10 Quorum.** A majority of the members of the Community Board shall constitute a quorum for
173 the transaction of business. Except as otherwise required by law, the Corporate Articles, the Corporate
174 Bylaws, or these Community Board Bylaws, the members present at a duly called or held Community
175 Board meeting at which a quorum is present may continue to transact business until adjournment,
176 even if enough members have withdrawn to leave less than a quorum, if any action taken (other than
177 adjournment) is approved by at least a majority of the members required to constitute a quorum. If

178 less than a quorum is present at a regular meeting, any resulting actions shall be subject to the
179 ratification of the Community Board at the next meeting in which a quorum is present.

180 **3.11 Voting; Action without a Meeting.** Each Community Board member shall have one vote
181 on each matter presented to the Community Board for action. No member may vote by proxy. Any
182 action by the Community Board may be taken without a meeting if all members of the Community
183 Board, individually or collectively, consent in writing or by electronic transmission to this action. Such
184 written or electronic consent shall be filed with the minutes of the proceedings of the Community
185 Board.

186 **3.12 Resignation and Removal.** Any Community Board member may resign by giving written
187 notice to the Community Board chair or to the Corporation's president. The resignation shall be
188 effective when the notice is given unless it specifies a later time for the resignation to become effective.
189 If a member's resignation is effective at a later time, the Corporate Board, on the Community Board's
190 recommendation, may appoint a successor to take office as of the date when the resignation becomes
191 effective. Failure to attend three consecutive meetings shall automatically be considered to be a
192 resignation from the Community Board, unless written reasons acceptable to the Community Board
193 chair are presented. A member of the Community Board may be removed from office, at any time,
194 either with or without cause, by the Corporate Board.

195 **3.13 Compensation.** The Community Board members shall receive no compensation for their
196 services as members of the Community Board.

197 **3.14 Community Board Records.** The Community Board members shall keep, or cause to be
198 kept at the Hospital, correct and complete books and records of accounts and correct and complete
199 minutes of the proceedings of the Community Board's meetings and the meetings of committees of
200 the Community Board. Copies of any and all such minutes shall promptly be provided to the
201 Corporate Board.

202 **Article 4**
203 **Community Board Officers**

204 **4.1 Officers.** The officers of the Community Board shall be a chair, a vice chair, and a secretary.
205 Any number of offices may be held by the same person. Designation as an officer of the Community
206 Board shall not make such individual an officer of the Corporation.

207 **4.2 Removal and Resignation of Officers.** Any officer may be removed, at any time, either with
208 or without cause, by the Corporate Board. Any officer may resign at any time by giving written notice
209 to the Corporation's president or to the chair or the vice chair of the Community Board. Any such
210 resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless
211 otherwise specified therein, the acceptance of an officer's resignation by any person shall not be
212 necessary to make it effective.

213 **4.3 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification,
214 or any other cause shall be filled in the manner prescribed in these Community Board Bylaws for
215 regular election or appointment to such office.

216 **4.4 Chair of the Community Board.** The chair of the Community Board shall be the Stone Point
217 Health CEO or designee. The chair shall preside at all meetings of the Community Board and exercise
218 and perform such other powers and duties as may be from time to time assigned by the Community
219 Board.

220 **4.5 Vice Chair of the Community Board.** The Stone Point Health CEO shall appoint the vice
221 chair of the Community Board. The vice chair shall assist the chair in the conduct of the business of
222 the Community Board and shall preside at Community Board meetings in the chair's absence.

223 **4.6 President.** In the absence of the chair of the Community Board and the vice chair of the
224 Community Board, the Corporation's president shall preside at meetings of the Community Board,
225 provided that either the chair or vice chair has provided prior written approval for the Corporation's
226 president to do so. The Community Board will be consulted in the selection and retention of the
227 Corporation's president. The chair of the Corporate Board shall appoint the Corporation's president.
228 The Corporate Board has delegated to the Corporation's president the responsibility for the day-to-
229 day management of the Hospital. The Corporation's president has been vested with broad authority
230 and charged with a wide range of duties, including the duties set forth in the Corporate Bylaws, which
231 duties shall be carried out in consultation with the chair of the Community Board. The Corporation's
232 president shall have general supervision, direction, and control of the day-to-day business and affairs
233 of the Hospital. The Corporation's president shall also have such other powers and duties as may be
234 prescribed by the Corporate Board or the Corporate Bylaws. The Corporation's president shall be
235 primarily responsible for carrying out all proper orders and resolutions of the Community Board.

236 **4.7 Secretary.** The Corporation's president shall serve as secretary of the Community Board and
237 shall attend all meetings of the Community Board and record all the proceedings of the meetings of
238 the Community Board in a book to be kept for that purpose. The secretary shall give, or cause to be
239 given, notice for all special meetings of the Community Board, and shall perform such duties as may
240 be prescribed by the Community Board.

241 **Article 5**
242 **Community Board Operations**

243 **5.1 General Functions.** The Community Board performs its delegated duties as a committee-of-
244 the-whole rather than through an executive committee or other committees.

245 **5.2 Committees.** In the event that a committee of the Community Board must be designated,
246 the committee shall operate in the following manner:

247 **(a)** The Community Board, at its discretion, by resolution adopted by a majority of the
248 authorized number of members, may designate one or more committees, each of which shall
249 be composed of a minimum of two Community Board members, to serve at the pleasure of
250 the Community Board. The Community Board may designate one or more members as
251 alternate members of any committee. Additional committee members may be Community
252 Board members, hospital or Stone Point Health employees with expertise related to the
253 committee's purpose or hospital medical staff providers. Committees designated to deliberate
254 issues directly affecting the discharge of medical staff responsibilities shall include at least one

255 Community Board member who is also a member of the medical staff. The committee, the
256 committee's chair or secretary or the Community Board may from time-to-time invite outside
257 experts to meet with committees. These individuals would not be voting members of any
258 committee or privileged to confidential information.

259 (b) The Community Board may delegate to any committee, to the extent provided in the
260 resolution, any of the Community Board's powers and authority except that the committee
261 may not appoint or reappoint any person as a member of the Hospital's medical staff if that
262 person's application presents any question or doubt as to whether the person should be a
263 member of the medical staff. The committee may, however, make such appointment or
264 reappointment if there are no evident issues questioning the person's qualifications to be a
265 medical staff member.

266 (c) The Community Board may prescribe appropriate rules, not inconsistent with these
267 Community Board Bylaws, by which proceedings of any such committee shall be conducted.
268 The provision of these Community Board Bylaws relating to the calling of meetings of the
269 Community Board, notice of meetings of the Community Board and waiver of such notice,
270 adjournments of meetings of the Community Board, written or electronic consents to
271 Community Board meetings and approval of minutes, action by the Community Board by
272 written or electronic consent without a meeting, the place of holding such meetings, the
273 quorum for such meetings, the vote required at such meetings, and the withdrawal of members
274 after commencement of a meeting shall apply to committees of the Community Board and
275 action by such committees. In addition, any member of the Community Board serving as the
276 chair or as secretary of the committee, or any two members of the committee, may call
277 meetings of the committee. Regular meetings of any committee may be held without notice if
278 the time and place of such meetings are fixed by the Community Board or the committee.

279 **5.3 Governance Committee.** The Community Board shall appoint a Governance Committee,
280 which shall consist of five Community Board members: the chair and vice chair of the Community
281 Board, the Corporation's president, and two other members of the Community Board who are
282 selected by the chair of the Community Board and whose terms are not expiring. The vice chair of
283 the Community Board shall serve as chair of the Governance Committee. The Governance
284 Committee shall be responsible for making recommendations to the Corporate Board regarding
285 Community Board development, effectiveness, and membership and other governance issues, along
286 with other duties as assigned by the Corporate Board from time to time.

287 **5.4 Medico-Administrative Liaison.** The Corporation's president shall function as a liaison
288 between the Community Board and the medical staff.

289 **5.5 Education Programs.** The Corporation's president shall provide orientation and continuing
290 education programs for members of the Community Board.

291 **5.6 Volunteer Program.** The Community Board may establish a volunteer services department
292 of the Hospital. If the Community Board establishes such a department, the Community Board shall
293 maintain proper oversight and management of Hospital volunteers by ensuring that all volunteers
294 provide volunteer work only as members of the volunteer services department.

295 **5.7 Role in Accreditation.** The Community Board shall assist Hospital administration, as
296 requested, in the accreditation process, including participation by one or more Community Board
297 representatives in the Hospital’s survey and its summation conference.

298 **5.8 Strategic Planning.** The Community Board, through the Corporation’s president, shall
299 establish a strategic planning process to evaluate periodically the Hospital’s goals, policies, and
300 programs. This strategic planning may be performed by a committee, which includes representatives
301 of the Community Board, administration, medical staff, nursing, and other departments/services as
302 appropriate or performed by the Community Board as a whole and may include the additional
303 representatives as noted. The strategic plan must be approved by the Community Board.

304 **5.9 Compliance with Law and Regulations.** The Community Board, through the
305 Corporation’s president, shall take all reasonable steps to ensure that the Hospital is in conformance
306 with applicable law and the requirements of authorized planning, regulatory, and inspection agencies.

307 **5.10 Control of Physical and Financial Resources.**

308 (a) Stone Point Health maintains and operates its own financial and management
309 information systems. The purchasing and materials management policies and procedures of
310 Stone Point Health govern the Hospital’s procedures for the purchase, evaluation, and
311 distribution of supplies, and control of inventories.

312 (b) The Corporation carries property insurance, or self-insures or self-retains, to cover
313 damage to or destruction of the Hospital’s property and any financial loss due to theft or
314 business interruptions, and has professional liability insurance, or self-insures or self-retains,
315 for acts performed by employees of the Hospital or Hospital volunteers within the scope of
316 their capacity and duties as employees or volunteers of the Hospital.

317 (c) The books of the Corporation shall be reviewed annually by an auditor selected by
318 Stone Point Health.

319 **Article 6**
320 **Medical Staff**

321 **6.1 Organization.** There exists a medical staff organization, known as the medical staff of the
322 Hospital, whose membership is comprised of all physicians who are privileged to attend patients in
323 the Hospital.

324 **6.2 Medical Staff Bylaws, Rules, and Regulations.**

325 (a) Purpose. The medical staff shall propose and adopt by a majority vote bylaws, rules,
326 and regulations for its internal governance, which shall be effective only when approved by
327 the Community Board, which approval shall not be unreasonably withheld. The medical staff
328 bylaws shall create an effective administrative unit to discharge the functions and
329 responsibilities assigned to the medical staff by the Community Board. The medical staff
330 bylaws, rules, and regulations shall state the purpose, functions, and organization of the staff,

331 and shall set forth the policies by which the medical staff exercises and accounts for its
332 delegated authority and responsibilities. The medical staff bylaws shall be supportive of the
333 policies of the Corporation and the purposes provided in the Corporate Articles.

334 (b) Procedure. The medical staff shall have the initial responsibility to formulate, adopt,
335 and recommend to the Community Board medical staff bylaws and amendments thereto,
336 which shall be effective when approved by the Community Board. Proposed medical staff
337 bylaws changes will be presented to a meeting of the Community Board and sent to each
338 Community Board member at least seven days prior to the meeting at which a vote is to be
339 taken on adoption of the proposed change. No medical staff bylaws or amendments shall
340 become effective without approval by the Community Board as provided above.

341 6.3 Medical Staff Membership and Clinical Privileges.

342 (a) Delegation to the Medical Staff. The Community Board delegates to the medical staff
343 the responsibility and authority to investigate and evaluate all matters relating to medical staff
344 membership status, clinical privileges, and corrective action, and requires that the staff adopt
345 and forward to it specific written recommendations with appropriate supporting
346 documentation that will allow the Community Board to take informed action.

347 (b) Action by the Community Board. The Community Board shall take final action on all
348 matters relating to the medical staff membership status, clinical privileges, and corrective
349 action after considering the staff recommendations, and subject to any hearing rights under
350 the fair hearing procedures set forth in the medical staff bylaws, provided that the Community
351 Board shall act in any event if the staff fails to adopt and submit any such recommendation
352 within the time periods set forth in the medical staff bylaws. Such Community Board action
353 without a staff recommendation shall be taken only after appropriate notice to the staff and a
354 reasonable time for the staff to act thereon and shall be based on the same kind of documented
355 investigation and evaluation of current ability, judgment, and character as is required for staff
356 recommendations. In the event the Community Board does not concur in a medical staff
357 recommendation, it shall refer the matter to a joint committee of the Community Board and
358 medical staff for review and recommendation before a final decision is made by the
359 Community Board.

360 (c) Criteria for Board Action. In acting on matters of medical staff membership status,
361 the Community Board shall consider the staff's recommendations, the needs of the Hospital
362 and the community, and such additional criteria as are set forth in the medical staff bylaws. In
363 granting and defining the scope of clinical privileges to be exercised by each practitioner, the
364 Community Board shall consider the staff's recommendations, the supporting information on
365 which they are based, and such criteria as are set forth in the medical staff bylaws. No aspect
366 of membership status nor specific clinical privileges shall be limited or denied to a practitioner
367 on the basis of sex, age, race, creed, color, or national origin.

368 (d) Terms and Conditions of Staff Membership and Clinical Privileges. The terms and
369 conditions of membership status in the medical staff and of the exercise of clinical privileges
370 shall be as specified in the medical staff bylaws or as more specifically defined in the notice of

371 individual appointment. Appointments to the medical staff may be for a maximum term of
372 two years.

373 (e) Procedure. The procedure to be followed by the medical staff and the Community
374 Board in acting on matters of membership status, clinical privileges, and corrective action shall
375 be as specified in the medical staff bylaws, rules, and regulations, and policies governing the
376 medical staff.

377 **6.4 Fair Hearing Procedures.** The Community Board shall require that any adverse
378 recommendations made by the Executive Committee of the medical staff or any adverse action taken
379 by the Community Board with respect to a practitioner’s staff appointment, reappointment,
380 department affiliation, staff category, admitting prerogative, or clinical privileges shall, except under
381 circumstances for which specific provision is made in the medical staff bylaws and/or by contract, be
382 accomplished in accordance with the Community Board-approved fair hearing procedures then in
383 effect. Such procedures shall be compliant with applicable law and shall ensure fair treatment and
384 afford opportunity for the presentation of all pertinent information. For the purposes of this Section,
385 an “adverse recommendation” of the Medical Staff Executive Committee and an “adverse action” of
386 the Community Board shall be as defined in the fair hearing procedures as indicated in the medical
387 staff bylaws.

388 **6.5 Allied Health Professionals and Other Licensed Clinicians or Non-Physician**
389 **Practitioners.** The Community Board delegates to the medical staff the responsibility and authority
390 to investigate and evaluate each category of allied health professional, other licensed clinicians or non-
391 physician practitioner and each application by such individuals for specified services, department
392 affiliation, and modification in the services such individuals may perform, and requires that the staff
393 or a designated component thereof make recommendations to it for approval.

394 **6.6 Department Chair.** The Community Board delegates to the medical staff the responsibility
395 and authority to evaluate and elect candidates to serve as chair for each basic and supplemental medical
396 service in accordance with the procedure and for the terms specified in the medical staff bylaws.

397 **Article 7**
398 **Quality of Professional Services**

399 **7.1 Community Board Responsibility.** The Community Board shall ensure:

400 (a) That the medical staff and administrative personnel prepare and maintain adequate
401 and accurate medical records for all patients;

402 (b) That the person responsible for each basic and supplemental medical service cause
403 written policies and procedures to be developed and maintained and that such policies be
404 approved by the Community Board; and

405 (c) That the medical staff conduct specific review and evaluation activities to assess,
406 preserve, and improve the overall quality and efficiency of patient care in the Hospital. The
407 Community Board shall consider the recommendations of the medical staff respecting these

408 review and evaluation activities and shall provide whatever administrative assistance is
409 reasonably necessary to support and facilitate the implementation and ongoing operation of
410 these review and evaluation activities.

411 **7.2 Accountability to Community Board.** Subject to the ultimate authority of the Corporate
412 Board, the medical staff shall conduct and be accountable to the Community Board for conducting
413 activities that contribute to the preservation and improvement of the quality and efficiency of patient
414 care provided in the Hospital. These activities shall include:

415 (a) Conducting periodic meetings at regular intervals to review and evaluate the quality of
416 patient care (generally on a retrospective basis) through valid and reliable patient medical
417 records;

418 (b) Monitoring and evaluating patient care, identifying and resolving problems, and
419 identifying opportunities to improve care through the medical staff committee assigned to
420 oversee quality in the medical staff bylaws. This mechanism is to ensure the provision of the
421 same level of quality of patient care regardless of the patient's age, sex, religion, race, disability,
422 or financial status. This mechanism is assured by all individuals with delineated clinical
423 privileges, within medical staff departments, across department/services, between members
424 and the nonmembers of the medical staff who have delineated clinical privileges, the other
425 professional services, and the Hospital administration;

426 (c) Defining the clinical privileges for members of the medical staff commensurate with
427 individual credentials and demonstrated ability and judgment, and assigning patient care
428 responsibilities to other health care professionals consistent with individual licensure,
429 qualifications, demonstrated ability, and approved clinical privileges;

430 (d) Providing for continuing professional education; and

431 (e) Providing for such other measures as the Community Board may, after considering
432 the advice of the medical staff and other professional services and the Hospital administration,
433 deem necessary for the preservation and improvement of the quality and efficiency of patient
434 care.

435 **7.3 Documentation.** The Community Board shall require, receive, consider, and act upon the
436 findings and recommendations emanating from the activities required in this Article. All such findings
437 and recommendations shall be in writing and supported and accompanied by appropriate
438 documentation upon which the Community Board can take informed action.

439 **Article 8**
440 **Indemnification; Insurance**

441 **8.1 Advancement of Expenses.** To the fullest extent permitted by law and except as otherwise
442 determined by the Corporate Board in a specific instance (and in the Corporate Board's sole and
443 absolute discretion), expenses incurred by a member of the Community Board seeking indemnification
444 under this Article 8 in defending any proceeding shall be advanced by the Corporation before final

445 disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that
446 person that the advance will be repaid unless it is ultimately found that the person is entitled to be
447 indemnified by the Corporation for those expenses. The Corporate Board must approve any advance
448 to the Corporation's president under this Section, prior to such advance being paid to the
449 Corporation's president.

450 **8.2 Indemnification against Expenses upon Successful Defense.** If a Community Board
451 member is successful on the merits in defense of any proceeding, claim, or other contested matter
452 brought against the Community Board member in connection with the Community Board member's
453 actions or omissions in relation to the Corporation, the Corporation shall indemnify the Community
454 Board member against that member's actual and reasonable expenses incurred in the defense against
455 such proceeding or claim.

456 **8.3 Indemnification upon Unsuccessful Defense.**

457 **(a) Mandatory Indemnification.** To the maximum extent permitted by law, the
458 Corporation shall indemnify each of its present and former Community Board members as
459 qualifying for this mandatory indemnification (each of whom is an "**indemnitee**") against
460 expenses (collectively, "**payments**") actually and reasonably incurred by such indemnitee in
461 connection with defending that indemnitee against an action or proceeding. Notwithstanding
462 the above, mandatory indemnification shall be given to a potential indemnitee only if all of the
463 following apply:

- 464 1. The action or proceeding against the indemnitee is based on or relates to an action or
465 inaction taken by the indemnitee on behalf of the Corporation and within the scope
466 of the indemnitee's role or relationship with the Corporation;
- 467 2. The Corporate Board (excluding vacancies and directors who have a conflict of
468 interest) has made all findings required by the Nonprofit Code (the indemnitee shall
469 not be eligible to receive mandatory indemnification if such findings are not made by
470 the Corporate Board); and
- 471 3. The potential indemnitee has not procured any illegal profit, remuneration, or
472 advantage, as determined by the Corporate Board in its sole discretion.

473 If a Community Board member does not qualify for this mandatory indemnification, such
474 Community Board member might still receive discretionary indemnification as outlined
475 below.

476 **(b) Discretionary Indemnification.** To the maximum extent permitted by law, the
477 Corporate Board may in its sole discretion, by a majority vote (excluding vacancies and
478 directors with a conflict of interest), indemnify a Community Board member (including former
479 Community Board members who were removed by the Corporate Board or Community
480 Board members not entitled to mandatory indemnification) (each of which is a "**recipient**")
481 against any or all of the expenses, judgments, fines, settlements, or other amounts actually and
482 reasonably incurred by such recipient in connection with an action or proceeding against the
483 recipient, subject to the following:

- 484 1. The action or proceeding against the recipient must be based on or relate to an action
485 or inaction taken by the recipient on behalf of the Corporation and within the scope
486 of the recipient’s role or relationship with the Corporation;
- 487 2. The Corporate Board (excluding vacancies and directors who have a conflict of
488 interest) must have made all findings required by the Nonprofit Code (the recipient
489 shall not be eligible to receive this discretionary indemnification if such findings are
490 not made by the Corporate Board); and
- 491 3. Indemnification is not available if the recipient is found to have procured illegal profit,
492 remuneration, or advantage.

493 **8.4 Insurance.** The Corporation shall purchase and maintain insurance on behalf of each
494 member of the Community Board against any liability asserted against or incurred by that Community
495 Board member in such capacity or arising out of the Community Board member’s status as such
496 whether or not the Corporation would have the power to indemnify that person against such liability
497 under the provisions of this Article. Such insurance shall be provided in limits not less than insurance
498 covering the liabilities of directors and officers of the Corporation.

499 **Article 9**
500 **General Provisions**

501 **9.1 Evaluation of Performance.** The Community Board shall establish a mechanism to evaluate
502 its own performance on an annual basis.

503 **9.2 Amendment of Community Board Bylaws.** These Community Board Bylaws may only be
504 amended or repealed, and new Community Board Bylaws adopted, by a vote of the Corporate Board,
505 provided that any such amendments shall be consistent with the Affiliation Agreement.

506 **9.3 Corporate Bylaws.** If any provision of these Community Board Bylaws conflicts with the
507 Corporate Articles or Corporate Bylaws, then the provision in the Corporate Articles or Corporate
508 Bylaws shall prevail.

509 **9.4 Electronic Transmission.**

510 **(a) “Electronic transmission by the Corporation”** means a communication delivered
511 by (1) electronic mail when directed to the electronic mail address for that recipient on record
512 with the Corporation; (2) posting on an electronic message board or network which the
513 Corporation has designated for those communications, together with a separate notice to the
514 recipient, which transmission shall be considered delivered upon the later of the posting or
515 delivery of the separate notice thereof; or (3) other means of electronic communication.

516 **(b) “Electronic transmission to the Corporation”** means a communication
517 (1) delivered by (A) electronic mail when directed to the electronic mail address which the
518 Corporation has provided to Community Board members for communications; (B) posting
519 on an electronic message board or network which the Corporation has designated for those

520 communications, which transmission shall be considered delivered upon posting; or (C) other
521 means of electronic communication; (2) as to which the Corporation has placed in effect
522 reasonable measures to verify that the sender is the Community Board member purporting to
523 send the transmission; and (3) that creates a record that is capable of retention, retrieval, and
524 review, and that may thereafter be rendered into clearly legible tangible form.

525 (c) “**Electronic transmission**” means any combination of electronic transmission by or
526 to the Corporation.

527 **Article 10**
528 **Initial Community Board**

529 **10.1 Appointment of Initial Community Board Members.** Notwithstanding Section 3.1 above,
530 as of the effective date of these Community Board Bylaws, the initial Community Board will consist
531 of 9 – 23 members, and include: (a) all trustees serving on the Corporation’s board of trustees
532 immediately before the time of the closing (the “**Closing**”) of the transaction that resulted in Stone
533 Point becoming the sole corporate member of Adventist Mid-Columbia (“**Initial MCMC**
534 **Trustees**”), (ii) representatives from the Corporation, (iii) physicians on the medical staff of the
535 Hospital, and (iv) qualified members of the community served by the Corporation. The Initial MCMC
536 Trustees will serve on the Community Board for the remainder of their pre-Closing current terms on
537 the Corporation’s board of trustees (the “**Initial MCMC Trustee Commitment Period**”).
538 Following Closing, and subject to the Initial MCMC Trustee Commitment Period, trustees serving on
539 the Community Board shall serve in accordance with the Community Board Bylaws.

540 **10.2 Sunset.** As and when the Initial MCMC Trustee Commitment Period expires, the provisions
541 in this Article 10 shall sunset. Articles 1 through 9 shall continue in effect.

542 **10.3 Effective Date.** These Community Board bylaws are to be effective at 12:01 a.m., Pacific
543 Time, on _____, 2023.

544

545 Adopted by the Corporate Board on _____, 2023.

546
547 By: _____
548 Meredith Jobe, Secretary

EXHIBIT 3.6(c)

Central Service Charge Allocation Methodology

[Redacted]

EXHIBIT 3.11(a)

Adventist Health Charity Care Policy



Financial Assistance Policy

Disclaimer

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Approvals

- Committee Approval: Nonclinical Policy Review Team - Revenue Cycle approved on 7/18/2022
 - Signature: John A Beaman, Chief Finance Officer signed on 7/18/2022, 1:21:26 PM
-

Revision Insight

| | |
|-------------------------|---------------------------------------|
| Document ID: | 11927 |
| Revision Number: | 10 |
| Owner: | Kevin Longo, Chief Compliance Officer |
| Revision Official Date: | 7/18/2022 |

Revision Note:

New Revision. Only one small correction and removal of the billing and collection portion of this policy. No other changes.

Separating the Billing and Collection Policy to be separate and distinct from the FAP.

Link appropriate documents and legislation.

STANDARD POLICY: FINANCIAL ASSISTANCE POLICY

POLICY SUMMARY/INTENT:

Adventist Health facilities are built on a team of dedicated health care professionals - physicians, nurses, technicians, management, trustees, volunteers, and many other devoted health care workers. Together, these individuals serve to protect the health of their communities. Their ability to serve requires a special relationship built on trust and compassion. Through mutual trust and goodwill, Adventist Health and patients will be able to meet their responsibilities. This policy is designed to strengthen that relationship and make sure patients receive services regardless of their ability to pay.

This policy describes Adventist Health's Financial Assistance (both Charity Care and Discounted Care) policy. Adventist Health does not discriminate, and is fair in reviewing and assessing eligibility for Financial Assistance for community members who may be in need of financial help. Adventist Health provides financial assistance to patients and families when they are unable to pay, all or part, of their medical bill. This policy describes how Adventist Health reviews a patient's financial resources to determine if financial assistance can be provided.

The intent of this policy is to comply with applicable federal, state and local laws and regulations.

DEFINITIONS

1. **Allowable Medical Expenses** - All family members' medical expenses that are eligible for federal income tax deduction, even if the expenses are more than the medical expense deduction allowed by the IRS. Paid and unpaid bills may be included
2. **Amount Generally Billed (AGB)** - The amounts generally billed for emergency or other medically necessary care to individuals who have insurance covering such care. This is usually described as a percent of Gross Charges. The AGB percentages for each hospital facility are updated annually.
3. **Application Period** - The period during which Adventist Health must accept and process an application for financial assistance under its Financial Assistance Policy submitted by an individual in order to have made reasonable efforts to determine whether the individual is eligible for financial assistance under the policy. The Application Period begins on the date the care is provided and ends on the latter of the 240th day after the date that the first post-discharge billing statement for the care is provided or at least 30 days after Adventist Health provides the individual with a written notice that sets a deadline after which ECAs may be initiated.
4. **Billed Charges** - Charges for items and services provided by Adventist Health as published in the Charge Description Master (CDM) and available at www.adventisthealth.org website under Patient Resources, Healthcare Costs and Charges page.
5. **Charge Description Master** - A list of items and services, along with their individual prices and codes, used to bill for services.
6. **Charity Care** - Free or Discounted Care provided when the patient is not expected to pay a bill or is expected to pay only a small amount of the patient's payment obligation for items and services provided by Adventist Health. Charity Care is based on financial need.
7. **Discounted Care** - A deduction from the payment obligations for items and services that is given for cash, prompt, or advanced payment, or to certain categories of patients, e.g., self-pay patient or uninsured patient. A discount is usually described as a percentage of Gross Charges.
8. **Extraordinary Collection Action (ECA)** - ECAs are legal or judicial actions taken to receive payment from a patient for care covered under the hospital facility's Financial Assistance Policy. Selling a patient's debt to another company for collection purposes without adequate protections in place is also an ECA. Other examples include garnishing a patient's wages and adverse credit reporting.
9. **Emergency Medical Care** - Refers to Emergency Services and Care, as defined in the Adventist Health Emergency Medical Treatment and Labor Act policy (EMTALA) #AD-06-019-S.
10. **Essential Living Expenses (ELE)** - The following expenses are considered Essential Living Expenses: rent or house payment and maintenance, food, household supplies, laundry and cleaning, utilities and telephone, clothing, medical and dental payments, insurance, school or child care, child or spousal support, transportation and auto expenses, including insurance, gas, repairs and installment payments, and other extraordinary expenses.
11. **Family Members** -
 - a. Family Members, of persons **18 years or older**, include a spouse, domestic partner, as defined by the state where the facility is licensed, and dependent children under 26 years, whether living at home or not.
 - b. Family Members of **persons under 18 years** include parents, caretaker relatives, and other children of the parent or caretaker relative who are less than 26 years of age of the parent or caretaker relative.
12. **FAP** - The Adventist Health Financial Assistance Policy.
13. **Federal Income Tax Return** - The Internal Revenue Service (IRS) form/s used to report taxable income. The IRS form must be a copy of the signed and dated forms sent to the IRS.
14. **Federal Poverty Level (FPL)** - The poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services under its statutory authority.
15. **Financial Assistance** - The reductions in payment obligation afforded to Adventist Health patients if such patients qualify for assistance under this policy.

16. **High Medical Costs** - Defined as any of the following
 - a. Annual Out-of-Pocket expenses, billed to an individual by Adventist Health, , that exceeds the lesser of ten percent (10%) of the patient's current family or family income in the prior 12 months.
 - b. Annual Out-of-Pocket expenses that are more than ten percent (10%) of the patient's family income, if the patient provides documentation of their medical expenses paid by the patient, or the patient's family, in the prior 12 months.
17. **Household Income** - Cumulative income of all Family Members who live in the same household as the patient, or at the home address the patient uses on income tax returns, or on other government documents. This includes the following:
 1. Gross wages, salaries, tips, etc.
 2. Unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income
 3. Interest, dividends, royalties, income from rental properties, estates and trusts, alimony, child support, assistance from outside the household, and other miscellaneous sources
18. **Limited English Proficiency (LEP) Group** - A group of people whose first language is not English. The size of the group is the lesser of either 1,000 individuals, or five percent (5%) of the community served by the facility, or the non-English speaking populations likely to be, affected or encountered, by the facility. The facility may use any reasonable method to determine the number, or percentage, of LEP patients that may be affected, or encountered, by the facility.
19. **Medically Necessary** - A service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to either (a) protect life, to prevent significant illness or significant disability, (b) to alleviate severe pain, or (c) to prevent, diagnose or treat an illness, injury, condition or disease, the symptoms of an illness, injury, condition or disease, and (d) meets accepted standards of medicine.
20. **Out-of-Pocket Costs** - Costs which the patient pays from personal funds.
21. **Patient Financial Services (PFS)** - The Adventist Health department responsible for billing, collecting, and processing payments.
22. **Payment Plan** - A series of payments, made over a period of time, to pay the patient's payment obligation for items and services provided by Adventist Health. Monthly payments cannot be more than ten percent (10%) of a patient's monthly family income, excluding deductions for Essential Living Expense.
23. **Plain Language** - Writing designed to ensure the reader understands quickly, easily, and completely as possible. Plain language strives to be easy to read, understand and use.
24. **Presumptive Financial Assistance** - When Adventist Health staff may assume a patient will qualify for 100% Financial Assistance based on information given to them, e.g., homelessness, etc.
25. **Qualifying Patient** - Patient who meets the financial qualifications for Financial Assistance as defined in Section C below.
26. **Reasonable Payment Plan** - A payment plan is a reasonable payment plan if the monthly payments are not more than 10 percent of a patient's family income for a month, excluding deductions for essential living expenses (as defined above).
27. **Self-Pay Liability** - Any balance due by the person who is responsible for payment. This could be a patient, or the patient's guarantor (not a third-party payer).
28. **Third-Party Coverage** - A policy of insurance or other prepaid coverage purchased for protection against certain events, such as health, automobile and general liability insurance, etc.
29. **Uninsured Patient** - Patients who do not have insurance to cover the services received.
30. **Underinsured Patient** - A patient who does not have enough insurance or prepaid coverage to cover the services received.

POLICY: COMPLIANCE – KEY ELEMENTS

Adventist Health is committed to providing Financial Assistance to patients who seek Emergency Medical Care, or Medically Necessary Care, but have limited, or no means, to pay for that care. Financial Assistance is comprised of both Charity Care (free care) and/or Discounted Care. Adventist Health will provide, without discrimination, Emergency Medical Care, or Medically Necessary Care as defined in this policy, to persons regardless of their ability to pay, their eligibility under this policy, or their eligibility for government assistance.

Accordingly, this written policy:

1. includes eligibility criteria for Financial Assistance – Charity Care (free) and Discounted Care (reduction in the patient's payment obligation);
2. describes the basis for how Adventist Health calculates the amount charged to patients who qualify for Financial Assistance under this policy;
3. describes how patients apply for Financial Assistance;
4. describes how the Adventist Health hospital or other Adventist Health facility will publicize this policy in the community it serves; and
5. describes how the Adventist Health hospital or other Adventist Health facility limits the amount billed to patients who qualify for Financial Assistance
6. includes a list of physician and other providers who provide emergency or other medically necessary care in the hospital facility that specifies which providers are covered by the FAP and which are not.

Charity Care and Discounted Care are not substitutes for personal responsibility. Patients are expected to work with the facility when seeking Financial Assistance. Persons must help pay for the cost of their care based on their ability to pay. Persons with financial means to purchase health insurance will be encouraged to do so since this helps improve their access to health care services.

A. COMMITMENT TO PROVIDE EMERGENCY MEDICAL CARE:

1. Adventist Health provides, without discrimination, care for emergency medical conditions to individuals regardless of whether they are eligible for assistance under this policy. Adventist Health will not engage in actions that discourage individuals from seeking emergency medical care, such as by demanding that emergency department patients pay before receiving treatment for emergency medical conditions or by permitting debt collection activities that interfere with the provision, without discrimination, of emergency medical care. Emergency medical services, including emergency transfers, pursuant to EMTALA, are provided to all Adventist Health patients in a non-discriminatory manner, pursuant to each Adventist Health hospital's EMTALA policy (see AH Model Policy AD-06-109-S "EMTALA – Compliance with EMTALA").

a. Qualifying Care Under This Policy includes:

- i. Emergency Medical Care, or other Medically Necessary Care, provided at Adventist Health owned and operated facilities listed in Appendix B
- ii. Emergency department physician services that the Adventist Health facility bills for on the physicians' behalf.
- iii. Note: Emergency room physicians, who provide emergency medical services in an Adventist Health general acute care facility are excluded from this policy unless listed as a "Covered Provider" in the documentation from Appendix D. California requires these physicians to have their own financial assistance policies. Patients who receive a bill from an Emergency Room physician, and are uninsured, underinsured, or have High Medical Costs, should contact that physician's office and ask about their Financial Assistance policy.
- iv. An emergency physician who provides emergency medical services at an Adventist Health hospital in California is required by law to provide discounts to uninsured patients or patients with high medical costs who are at or below 400 percent of the federal poverty level.
- v. A California rural hospital may establish eligibility levels for financial assistance and charity care at less than 400 percent of the federal poverty level as appropriate to maintain their financial and operational integrity.

b. Communication of Financial Assistance

- i. Adventist Health gives patient's information about Financial Assistance in different ways, including, but not limited to:
 - I. Placing notices in Emergency Rooms, Admitting and Registration Offices, Patient Financial Services Departments, other public places and other outpatient settings, including observation units;
 - II. Placing information in the Adventist Health Conditions of Registration Form;
 - III. Printing information in Adventist Health Post-Discharge Billing Statement. This includes information about how patients can obtain more information about financial assistance along with the internet link for the Financial Assistance Policy;
 - IV. Posting a "plain language summary" of the Financial Assistance Policy on all Adventist Health websites;
 - V. Prominently displaying information on Adventist Health facility websites, with a link to the Financial Assistance Policy itself;
 - VI. Placing, in a "plain language" brochure, mailings, and at other community locations.
 - VII. For patients of Adventist Health's California hospitals:
 - A. Providing the patient with written notice about the Financial Assistance Policy when the patient receives services. If, however, the patient is unconscious and not able to receive written notice at that time, then the notice will be provided when the patient is discharged.
 - B. If the patient is not admitted, the written notice is provided when the patient leaves the facility or is mailed to the patient within 72 hours of the facility providing services to the patient.
 - C. The notice includes the internet address of the Health Consumer alliance (<https://healthconsumer.org>) and shall explain that there are organizations that will help the patient understand the billing and payment process, as well as information regarding Covered California and Medi-Cal presumptive eligibility (if the California hospital participates in the presumptive eligibility program).
 - D. The notice shall also include the internet address for the Adventist Health Hospital's shoppable services (as per 45 CFR 180.60)
- ii. Notices and information are provided to patients in their primary language, when the patient is identified as being within a Limited English Proficiency (LEP) group. In addition to the above, Adventist Health personnel may use their discretion to give individual notice of financial assistance to patients who appear to be at risk of not being able to pay their bill. Referral of patients for financial assistance may be made by any member of the medical, or facility, staff. A request for financial assistance may also be made by the patient, his or her guardian, or family member. Requests are subject to applicable privacy laws.
 - I. The written notices will contain information about availability of the hospital's discount payment and charity care policies. This includes information about eligibility, as well as contact information for a hospital employee or office from which the person may obtain further information about these policies
- iii. Individuals can get information about the Financial Assistance Policy, a copy of our Plain Language Summary, and an application in different languages, free of charge, by:
 - I. Going to the registration area
 - II. Speaking with an Adventist Health facility financial counselor
 - III. Going to the website for Adventist Health: <https://www.adventisthealth.org/patient-resources/financial-assistance/>
 - IV. Calling us at 1-844-827-5047 (or local hospital – See appendix B of this policy)
 - V. Writing to: Adventist Health, ATTN: Financial Assistance, P.O. Box 677000, Paradise, CA 95967

VI. Patients may get a paper copy of this Financial Assistance Policy upon request by contacting any of the five contacts listed above

c. Eligibility Criteria for Financial Assistance

- i. Patients who are uninsured, or underinsured with High Medical Costs, and are unable to pay for their care are eligible for financial assistance if they qualify under the Financial Assistance Policy. Decisions on whether a patient will be granted financial assistance are based on a patient's financial need. Race, color, national origin, citizenship, religion, creed, gender, sexual preference, gender identity and expression, age, or disability are not considered.
- ii. For patients on Medicaid (called "Medi-Cal" in California) the patient's Share of Cost (SOC) amounts are not eligible for financial assistance. The SOC amounts are set by the State. States require patients to pay the SOC as a condition of receiving Medicaid/Medi-Cal covered services.
- iii. A patient may qualify for Financial Assistance under this policy, if they meet one of the following criteria:
 - I. Income: Household Income is at, or below, 400% of the FPL.
 - II. Expenses: Patients who do not meet the income criteria, may be eligible for financial assistance based on essential living expenses and resources. The following two (2) qualifications must both apply:
 - A. Essential Living Expenses: Exceed fifty percent (50%) of the Household Income; and
 - B. Resources: The patient's excess medical expenses (the amount that Allowable Medical Expenses are greater than 50% of annual Household Income) must be greater than available Qualifying Assets.

d. Financial Assistance Levels: Basis for Calculating Amounts Charged to Patients

- i. There is a limit to the amount an individual who is eligible for Financial Assistance may be charged. That individual may not be charged more than the Amount Generally Billed (AGB) for emergency or other medically necessary care. Adventist Health does not bill or expect payment of gross charges from individuals who qualify for financial assistance under this policy. Appendix C describes the specific AGB methodology used for each Adventist Health hospital facility.
- ii. Charity Care and Discounted Care: Discounts are based on Household Income. Documentation of Household income include recent pay stubs, income tax returns, and other documents.
- iii. The discount amount is based on the percentages in the following tables:
 - I. Emergency and Medically Necessary Care for Uninsured and Insured Patients

| Uninsured Patients | | |
|---|---|---|
| Household Income | Patient Responsibility | Oregon All Locations Amounts Charged |
| 200% or less of the Federal Poverty Level | Zero | Zero |
| > 200% to 300% of the Federal Poverty Level | 50% of the Amount Generally Billed | 25% of the Amount Generally Billed |
| > 300% to 350% of the Federal Poverty Level | 75% of the Amount Generally Billed | 50% of the Amount Generally Billed |
| > 350% to 400% of the Federal Poverty Level | 75% of the Amount Generally Billed | 75% of the Amount Generally Billed |
| > 400% of the Federal Poverty Level | Not covered under the Financial Assistance Policy, refer to the Uninsured Discount Policy | Not covered under the Financial Assistance Policy, refer to the Uninsured Discount Policy |

| Patients with Commercial Insurance or Non-Contracted Managed Care Plans and High Medical Costs | | |
|--|--|--|
| Household Income | Amounts Charged | Oregon All Locations Amounts Charged |
| 400% or less of the Federal Poverty Level | The Amount Generally Billed for the same service LESS the amount paid by the patient's insurer. If the insurer paid an amount, equal to or greater than the Amount Generally Billed, the patient obligation is zero. | Any patient liability after amounts paid by the patient's insurer failed to pay AGB shall follow the FPL groupings and minimum % discounts from AGB applied as outlined in the table above for uninsured patients. |
| >400% of the Federal Poverty Level | Not covered under the Financial Assistance Policy, the patient is responsible for their cost sharing obligation amount. | Not covered under the Financial Assistance Policy, the patient is responsible for their Self-Pay Liability amount. |

- II. Non-Emergency and non-Medically Necessary Care for Uninsured and Insured Patients:

| Uninsured Patients |
|--------------------|
| |

| Household Income | Amounts Charged |
|--|---|
| 200% or less of the Federal Poverty Level | Zero |
| >200% to 400% of the Federal Poverty Level | 50% of the Amount Generally Billed |
| >400% of the Federal Poverty Level | Not covered under the Financial Assistance Policy, refer to the Uninsured Discount Policy |

| Patients with Commercial Insurance or Non-Contracted Managed Care Plan and High Medical Costs | |
|---|--|
| Household Income | Patient Liability |
| 400% or less of the Federal Poverty Level | The Amount Generally Billed for the same service LESS the amount paid by the patient's insurer. If the insurer paid an amount, equal to or greater than the Amount Generally Billed, patient obligation is zero. |
| >400% of the Federal Poverty Level | Not covered under the Financial Assistance policy; the patient is responsible for their Self-Pay Liability amount. |

e. How Patients Apply for Financial Assistance:

- i. To be considered for Financial Assistance under this policy, a patient or guarantor must:
 - I. Work with Adventist Health to find other sources of payment, or coverage, from public and/or private payment programs;
 - II. Submit a true, accurate, and complete confidential → Financial Assistance Application within the Application Period;
 - III. Provide a copy of patient's or guarantor's most recent pay stub (or certify that he or she is currently unemployed);
 - IV. Provide a copy of patient's or guarantor's most recent Federal Income Tax Return (including all schedules)
- ii. The patient or guarantor is responsible for meeting the conditions of coverage of their insurance or health plan, if they have third-party insurance or health plan. Failure to do so, may result in a denial of financial assistance.
- iii. Human dignity, and stewardship, are considered in the application process for deciding financial need and granting financial assistance.
- iv. Adventist Health shall not use any information given by a patient regarding monetary assets, pay stubs or income tax returns, in connection with his or her application, for any collection activities of Adventist Health. Information provided by the patient about their household income will only be used to evaluate whether the patient qualifies for financial assistance under this policy.

f. Eligibility for Other Government Programs

- i. The facility will make reasonable efforts to help the patient find insurance options including:
 - I. Private health insurance, including coverage offered through the Health Benefit Exchange;
 - II. Medicare; or
 - III. The Medicaid program, the Children's Services program, or other state-funded programs designed to provide health coverage. If a patient applied or has a pending application for another health coverage program at the same time that the patient applies for a facility financial assistance program, neither application will stop eligibility for the other program.

g. Presumptive Financial Assistance Eligibility

- i. Presumptive Financial Assistance takes place when Adventist Health staff may assume a patient will qualify for financial assistance based on information received by the facility, i.e., homelessness, etc.
 - I. A staff or management member of the Patient Financial Services Department will complete an internal Financial Assistance Application for a patient, to include:
 - A. The reason the patient, or patient's guarantor, cannot apply on his/her own behalf; and
 - B. The patient's documented medical or socio-economic reasons that stop the patient, or patient's guarantor, from completing the application.
 - II. Adventist Health staff may also assign patient accounts to be evaluated for eligibility for Charity Care or Discounted Care, if they think the patient may be in need of financial help paying the bill. This may occur if:
 - A. The patient's medical record that documents they are homeless;
 - B. It is verified that the patient expired with no known estate or spouse;
 - C. The patient is currently in jail or prison;
 - D. The patient qualifies for a public benefit program including Social Security, Unemployment Insurance Benefits, Medicaid, County Indigent Health, AFDC, Food Stamps, WIC, etc.;
 - E. The patient meets another public benefit program's requirement that are similar to Adventist Health's Financial Assistance program;

- F. Adventist Health tried to get a payment from the patient, and is not able to do so;
 - G. The patient has not completed a Financial Assistance Application;
 - H. The patient does not respond to requests for documentation;
 - I. Any other information required by the Financial Assistance Application
- ii. If the patient does not or cannot respond to the application process, then the patient's account will be screened using the presumptive eligibility information outlined above to make an individual assessment of financial need. The above information helps Adventist Health make an informed decision on the financial need of a patient by using the best estimates available if the patient does not or cannot provide the requested information.
 - I. Adventist Health facilities use a third-party to conduct electronic reviews of patient information to assess financial need. These reviews use a healthcare industry-recognized model that is based on public record databases. This predictive model uses public record data to calculate a socio-economic and financial capacity score. It includes estimates of income,(and for California, assets and liquidity). The electronic technology compares each patient using standards that are analogous to the standards in the formal application process.
 - II. Electronic technology will be used after all other eligibility, and payment sources, have been tried before a patient account is considered bad debt and turned over to a collection agency. This ensures Adventist Health facilities screen all patients for Financial Assistance before taking any collection actions.
 - III. The electronic eligibility review data that supports the financial need to qualify at 200% FPL, or less, will only be applied to past patient balances.
 - iii. Patient accounts granted presumptive eligibility will be reclassified under the Financial Assistance policy, Adventist Health will not:
 - I. send them to collection agencies, debt buyers, or other assignees that is not a subsidiary or affiliate of Adventist Health;
 - II. subject them to further collection actions;
 - III. notify them of their qualification; or
 - IV. include them in the facility's bad debt expense

h. Eligibility Period

- i. The Financial Assistance adjustment will be applied to all eligible patient account balances, including those received before the application approval date.
- ii. The financial assistance approval is good for 180 days after the approval is granted.
- iii. For bills received after 180 days from when the financial assistance is approved, a separate Financial Assistance Application will need to be filled out if the patient is seeking financial assistance to pay those bills

i. Appeal Regarding Application of This Policy

- i. Patients may submit a written request for reconsideration to the Finance Officer (FO) of the Adventist Health Facility at which they received services when:
 - I. they believe their Financial Assistance Application was not approved according to this policy; or
 - II. they disagree with the way the policy was applied to their case
- ii. The FO will be the final level of appeal.
- iii. Appeal must be submitted within 90 days of the date of the decision letter.

j. Agreements with other Parties - If Adventist Health sells or refers and individual's debt related to care to another party, Adventist Health will enter into a legally binding written agreement with the party that is reasonably designed to ensure that no ECAs are taken to obtain payment for the care until reasonable efforts have been made to determine whether the individual is FAP-eligible for the care. At a minimum such an agreement must provide the following:

- i. if the individual submits a FAP application after the referral or sale of the debt but before the end of the application period, the party will suspend ECAs to obtain payment for the care as described in Paragraph A(j)(iii)(1) of the Financial Assistance Policy
- ii. if the individual submits a FAP application after the referral or sale of the debt but before the end of the application period and is determined to be FAP-eligible for the care, the party will do the following in a timely manner:
 - I. Adhere to procedures specified in the agreement that ensure that the individual does not pay, and has no obligation to pay, the party and the Adventist Health facility together more than the individual is required to pay for the care as a FAP-eligible individual
 - II. if applicable and if the party (rather than the hospital facility) has the authority to do so, take all reasonably available measures to reverse any ECA (other than the sale of a debt or a lien that a hospital facility is entitled to assert under state law on the proceeds of a judgment, settlement, or compromise owed to an individual (or his or her representative) as a result of personal injuries for which the hospital facility provided care) taken against the individual as described in Paragraph A(j)(iii)(III)(C) of the Financial Assistance Policy
- iii. if the individual submits a FAP application after the referral or sale of the debt but before the end of the application period, the party will suspend ECAs to obtain payment for the care as described in Paragraph A(j)(iii)(1) of the Financial Assistance Policy.
- iv. The party shall be required to comply with Adventist Health's definition and application of a reasonable payment plan, as that

term is defined in the Financial Assistance Policy

- v. If the party refers or sells the debt to yet another party during the Application Period, the party will obtain a written agreement from that other party including all of the other elements described in this Paragraph k.

k. Documentation

- i. Confidential Financial Assistance Application

l. List of Covered Providers

- i. The list of Covered and Non-covered Providers who deliver Emergency Medical Care, and other Medically Necessary Care will be updated at least quarterly.
- ii. See Appendix D of the Policy for a link to the lists of Covered and Non-covered Providers
- iii. See Appendix B of the Policy for the physical address where to get a free copy of the Covered and Non-covered Providers list.
- iv. Section B of the Policy describes how this list will be made available.

m. Authorized Body

- i. Adventist Health Finance Cabinet will review any subsequent changes to this policy and recommend approval to the Adventist Health Board of Directors.

APPENDIX A

2022 FEDERAL POVERTY LEVELs (FPL)

| Persons in Family | 48 Contiguous States and the District of Columbia | Alaska | Hawaii |
|---------------------------------|---|----------|----------|
| 1 | \$13,590 | \$16,990 | \$15,630 |
| 2 | \$18,310 | \$22,890 | \$21,060 |
| 3 | \$23,030 | \$28,790 | \$26,490 |
| 4 | \$27,750 | \$34,690 | \$31,920 |
| 5 | \$32,470 | \$40,590 | \$37,350 |
| 6 | \$37,190 | \$46,490 | \$42,780 |
| 7 | \$41,910 | \$52,390 | \$48,210 |
| 8 | \$46,630 | \$58,290 | \$53,640 |
| For each additional person, add | \$4,720 | \$5,900 | \$5,640 |

Source: <http://www.aspe.hhs.gov/poverty/>

APPENDIX B

Covered Facility List

List of Adventist Health facilities covered under this policy:

| Doing Business As (DBA) | Address | Phone Number |
|--------------------------------|---|--------------|
| Adventist Health Bakersfield | 2615 Chester Avenue Bakersfield, CA 93301 | 661-395-3000 |
| Adventist Health Castle | 640 Ulukahiki Street Kailua, HI 96374 | 808-263-5500 |
| Adventist Health Clear Lake | 15630 18th Avenue Clearlake, CA 95422 | 707-994-6486 |
| Adventist Health Delano | 1401 Garces Highway Delano, CA 93215 | 661-725-4800 |
| Adventist Health Feather River | 5125 Skyway Road Paradise, CA 95969 | 530-872-2000 |

| | | |
|--|--|---|
| Adventist Health Glendale | 1509 Wilson Terrace Glendale, CA 91206e | 818-409-8000 |
| Adventist Health Hanford | 115 Mall Drive Hanford, CA 93230 | 559-582-9000 |
| Adventist Health Howard Memorial | 1 Marcela Drive Willits, CA 95490 | 707-459-6801 |
| Adventist Health Lodi Memorial | 975 S. Fairmont Avenue Lodi, CA 95240 | 209-334-3411 |
| Adventist Health Mendocino Coast | 700 River Drive Fort Bragg, CA 95437 | 707-961-1234 |
| Adventist Health Physicians Network or Adventist Health Medical Foundation Clinics | Please use contact address for the nearest AH facility | Please use phone listed for nearest AH Facility |
| Adventist Health Portland | 10123 S. E. Market Street Portland, OR 97216 | 503-257-2500 |
| Adventist Health Reedley | 372 W. Cypress Avenue Reedley, CA 93654 | 559-638-8155 |
| Adventist Health Rideout | 726 4th Street Marysville, CA 95901 | 530-749-4300 |
| Adventist Health Selma | 1141 Rose Avenue Selma, CA 93662 | 559-891-1000 |
| Adventist Health Simi Valley | 2975 North Sycamore Drive Simi Valley, CA 93065 | 805-955-6000 |
| Adventist Health Sonora | 1000 Greenley Road Sonora, CA 95370 | 209-536-5000 |
| Adventist Health St. Helena | 10 Woodland Road St. Helena, CA 94574 | 707-963-3611 |
| Adventist Health Tehachapi Valley | 1100 Magellan Drive Tehachapi, CA 93561 | 661-823-3000 |
| Adventist Health Tillamook | 1000 Third Street Tillamook, OR 97141 | 503-842-4444 |
| Adventist Health Tulare | 869 N. Cherry Street Tulare, CA 93274 | 559-688-0821 |
| Adventist Health Ukiah Valley | 275 Hospital Drive Ukiah, CA 95482 | 707-462-3111 |
| Adventist Health Vallejo | 525 Oregon Street Vallejo, CA 94590 | 707-648-2200 |

| | | |
|---------------------------------|---|--------------|
| Adventist Health White Memorial | 1720 East Cesar E. Chavez Ave. Los Angeles, CA 90033 | 323-268-5000 |
| Adventist Health Home Care | Please Call for the Information | 844-827-5047 |

APPENDIX C

Amount Generally Billed (AGB) for facilities in California:

AGB Table #1:

The method used to calculate the AGB is the Look-Back Method based on claims allowed by Medicare fee-for-service and all private health insurers that pay claims to the hospital facility during a 12-month period (as defined by Treasury Regulations under section 501(r) of the Internal Revenue Code of 1986, as amended). A single average percentage of gross charges, or multiple percentages for separate categories of care or separate items or services may apply, as set forth in the chart below. The AGB rate will be updated annually on January 1st of each year and implemented within 120 days of any AGB rate change.

| Facility Abbreviation | Facility | Service | Effective | AGB |
|-----------------------|------------------------------------|---|-----------|-----|
| AHBD | Adventist Health Bakersfield | All services | 5/1/2022 | 19% |
| AHCL | Adventist Health Clear Lake | All services | 5/1/2022 | 42% |
| AHDL | Adventist Health Delano | All services | 5/1/2022 | 34% |
| AHGL | Adventist Health Glendale | All services | 5/1/2022 | 16% |
| AHHF | Adventist Health Hanford | All services | 5/1/2022 | 18% |
| AHHM | Adventist Health Howard Memorial | All services | 5/1/2022 | 32% |
| AHLM | Adventist Health Lodi Memorial | All services | 5/1/2022 | 16% |
| AHMC | Adventist Health Mendocino Coast | All services | 5/1/2022 | 51% |
| AHRD | Adventist Health Reedley | All services except Rural Health Clinics – See Appendix D | 5/1/2022 | 18% |
| AHRO | Adventist Health and Rideout | All services | 5/1/2022 | 28% |
| AHSV | Adventist Health Simi Valley | All services | 5/1/2022 | 21% |
| AHSR | Adventist Health Sonora | All services | 5/1/2022 | 17% |
| AHSH | Adventist Health St. Helena | All services | 5/1/2022 | 17% |
| AHTV | Adventist Health Tehachapi Valley | All services | 5/1/2022 | 38% |
| AHTR | Adventist Health Tulare | All Services | 5/1/2022 | 18% |
| AHUV | Adventist Health Ukiah Valley | All services | 5/1/2022 | 27% |
| AHWM | Adventist Health White Memorial | All services | 5/1/2022 | 12% |
| AHPN | Adventist Health Physician Network | All Services | 5/1/2022 | 45% |

Amount Generally Billed (AGB) for facilities in Oregon, Washington and Hawaii:

AGB Table #2

The method used to calculate the AGB is the Look-Back Method based on claims allowed by Medicare fee-for-service and all private health insurers that pay claims to the hospital facility during a 12-month period (as defined by Treasury Regulations under section 501(r) of the Internal Revenue Code of 1986, as amended). A single average percentage of gross charges, or multiple percentages for separate categories of care or separate items or services may apply, as set forth in the chart below. The AGB rate will be updated annually on January 1st of each year and implemented within 120 days of any AGB rate change.

| Facility Abbreviation | Facility | Service | Effective | AGB |
|-----------------------|----------------------------|---|-----------|-----|
| AHCS | Adventist Health Castle | All services except Physician Clinics - See Below Table 3 | 5/1/2022 | 42% |
| AHPL | Adventist Health Portland | All Services | 5/1/2022 | 32% |
| AHTM | Adventist Health Tillamook | All Services | 5/1/2022 | 56% |

AGB Table #3

The method used to calculate the AGB is the Look-Back Method based on claims allowed by Medicare fee-for-service and all private health insurers that pay claims to the hospital facility during a 12-month period (as defined by Treasury Regulations under section 501(r) of the Internal Revenue Code of 1986, as amended). A single average percentage of gross charges, or multiple percentages for separate categories of care or separate items or services may apply, as set forth in the chart below. The AGB rate will be updated annually on January 1st of each year and implemented within 120 days of any AGB rate change.

| Facility Abbreviation | Facility | Service | Effective | AGB |
|-----------------------|----------------------------|--------------|-----------|-----|
| AHHC | Adventist Health Home Care | All Services | 5/1/2022 | 75% |

APPENDIX D

Sliding Scale – Adventist Health Reedley – Rural Health Clinics

A completed Sliding Scale attestation must be submitted, and any qualification is valid for 90 days from the date of qualification.

| Adventist Health Reedley – RHC Visit | | | |
|--------------------------------------|-----------------------|-----------------------|------------------------|
| Nominal Amounts | \$30.00 | \$45.00 | \$60.00 |
| Family Size | 50% of nominal amount | 75% of nominal amount | 100% of nominal amount |
| | 100% of the 2022 FPL | 150% of the 2022 FPL | 200% of the 2022 FPL |
| 1 | \$13,590 | \$20,385 | \$27,180 |
| 2 | \$18,310 | \$27,465 | \$36,620 |
| 3 | \$21,960 | \$34,545 | \$46,060 |
| 4 | \$27,750 | \$41,625 | \$55,500 |
| 5 | \$32,470 | \$48,705 | \$64,940 |
| 6 | \$37,190 | \$55,785 | \$74,380 |
| 7 | \$40,120 | \$62,865 | \$83,820 |
| 8 | \$46,630 | \$69,945 | \$93,260 |
| Additional Person | \$4,720 | \$7,080 | \$9,440 |

APPENDIX E

Covered and Noncovered Provider's List

The list of Covered and Noncovered Providers who provide Emergency Medical Care or other Medically Necessary Care, in each Adventist Health hospital facility, is maintained in the supplemental document called, "PFS-112 Financial Assistance Covered and Noncovered Physicians List". This list is updated quarterly and is published on the Adventist Health website at the links in the following table.

Patients may get a free hard copy of the "PFS-112 Financial Assistance Covered and Noncovered Physicians List" at the facility addresses listed in Appendix B, above.

Below are the links to the lists of Covered and Non-Covered Providers included in this supplemental document:

| Facility Abbreviation | Facility |
|-----------------------|----------|
|-----------------------|----------|

| | |
|-------------------------------------|---|
| Adventist Health Bakersfield | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHBD-501R-FAP-Providers.pdf |
| Adventist Health Castle | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHCS-501R-FAP-Providers.pdf |
| Adventist Health Clear Lake | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHCL-501R-FAP-Providers.pdf |
| Adventist Health Delano | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHDL-501R-FAP-Providers.pdf |
| Adventist Health Glendale | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHGL-501R-FAP-Providers.pdf |
| Adventist Health Hanford | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHHF-501R-FAP-Providers.pdf |
| Adventist Health Howard Memorial | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHHM-501R-FAP-Providers.pdf |
| Adventist Health Lodi Memorial | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHLM-501R-FAP-Providers.pdf |
| Adventist Health Mendocino Coast | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHUV-501R-FAP-Providers.pdf |
| Adventist Health Physician Network | To be determined |
| Adventist Health Portland | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHPD-501R-FAP-Providers.pdf |
| Adventist Health and Rideout | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHRO-501R-FAP-Providers.pdf |
| Adventist Health Simi Valley | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHSV-501R-FAP-Providers.pdf |
| Adventist Health Sonora | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHSR-501R-FAP-Providers.pdf |
| Adventist Health Tehachapi Valley | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHTV-501R-FAP-Providers.pdf |
| Adventist Health Tillamook | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHTM-501R-FAP-Providers.pdf |
| Adventist Health Ukiah Valley | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHUV-501R-FAP-Providers.pdf |
| Adventist Health Home Care Services | To be determined |
| Adventist Health White Memorial | https://www.adventisthealth.org/documents/financial-assistance/financial-assistance-providers/AHWM-501R-FAP-Providers.pdf |

MANUAL(S):

ATTACHMENTS:
(REFERENCED BY THIS DOCUMENT)

www.ftc.gov
<http://www.aspe.hhs.gov/poverty/>
www.ftc.gov
www.adventisthealth.org
 Financial Assistance Policy - Facility Application Letter (English)
 EMTALA - Compliance With EMTALA
 Charity Care/Financial Assistance Application Form - Confidential (English)
 Charity Discount Application - ENG
 Charity Discount Application - SPN
 CA Health and Safety Code Sec. 127405 (a)(1)(B), as amended by AB 1020 (2021)
 ORS 442.612(7)
 IRS Section 501(r)
 CA Health & Safety Code Sec. 127410 (b) by AB 532

OTHER DOCUMENTS:
(WHICH REFERENCE THIS DOCUMENT)

FEDERAL REGULATIONS:

Other <https://www.irs.gov/charities-non-profits/charitable-organizations/requirements-for-501c3-hospitals-under-the-affordable-care-act-section-501r>

ACCREDITATION:

CALIFORNIA: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1020;
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB532

HAWAII: No specific state requirements noted. Corporate policy applies as written.

OREGON: <https://olis.leg.state.or.us/liz/2018R1/Downloads/MeasureDocument/HB4020>,
<https://olis.leg.state.or.us/liz/2019R1/Downloads/MeasureDocument/HB3076>

WASHINGTON: No specific state requirements noted. Corporate policy applies as written.

REFERENCES:

AUTHOR: Patient Financial Services
APPROVED: Revenue Cycle Governance 9/18/2015; Exec Cabinet 12/1/2014; Board Approved 12/15/2015
EFFECTIVE DATE: 12/29/2015
REVIEWED: 11/12/14; **REVISION:** 12/21/09, 1/25/11, 6/3/2011, 1/27/11, 5/13/13, 2/3/14, Nov 2014 (SB1276), 1/22/15 (revised FPL); 12/17/2015 (501(r)) 3/1/2017
DISTRIBUTION: PFS Directors, CFOs

ADVENTIST HEALTH SYSTEM/WEST POLICY OWNER: Kevin K Longo - Chief Compliance Officer

ENTITY POLICY OWNER:

Not applicable

COLLABORATION:

Adam M Cain - Manager, E-Learning
Alyssa M Joyner - Director, Privacy
Amy K Miller - Director, Revenue Cycle Compliance
Cheryl A Brooksher - Director, Business Intelligence
Claudia G Kanne - Regional Director, Compliance
Colleen A Fiore - Sr. Application Analyst
Jacalyn Liebowitz - System Chief Nursing Officer
Jessica M Hoops - Legal Support Assistant
Joan S Dillon - Program Manager, Nonclinical Policies & Procedures
Jodi L Oldes - Regulatory Specialist
Kathy J Leppanen - Program Manager, Regulatory
Lori Esquivel - Director, Patient Access
Mona A Snyder - Director, Revenue Cycle-Home Care CBO
Sarah M Janosz - Program Manager, Policies and Procedures
Serena L Avila - Administrative Coordinator
Shelly J Williams - Financial Analyst

APPROVED BY:

ADVENTIST HEALTH SYSTEM/WEST: (06/22/2022) Nonclinical Policy Review Team - Revenue Cycle

ADVENTIST HEALTH SYSTEM/WEST INDIVIDUAL: (07/18/2022 01:21PM PST) John A Beaman, Chief Finance Officer

ENTITY:

Not applicable

ENTITY INDIVIDUAL:

Not applicable

REVIEW DATE:

REVISION DATE: 05/02/2019, 05/10/2019, 04/20/2020, 04/22/2020, 04/24/2020, 10/14/2020, 05/03/2021, 06/06/2021, 01/05/2022, 05/02/2022, 07/18/2022

NEXT REVIEW DATE:

07/17/2024

APPROVAL PATHWAY:

Nonclinical

Paper copies of this document may not be current and should not be relied on for official purposes. The current version is in Lucidoc at

[https://www.lucidoc.com/cgi/doc-gw.pl?ref=ahrsvl:11927\\$10](https://www.lucidoc.com/cgi/doc-gw.pl?ref=ahrsvl:11927$10).



Reference Material No. 13045
Department: Revenue Cycle

Reference Material: Financial Assistance Policy - Facility Application Letter (English)

Date
Facility Name
Facility Address
Phone

Guarantor Name

Guarantor Address

RE: Account Number:
Patient Name:
Dates of Service:
Account Balance:

Your account has been reviewed for possible charity assistance. After review of all of your submitted financial documentation it has been determined you do meet eligibility guidelines for full charity assistance on this account.

Your account has been reviewed for possible charity assistance. After review of all of your submitted financial documentation it has been determined you do not meet eligibility guidelines for full charity assistance on this account.

Your account has been reviewed for possible charity assistance. After review of all of your submitted financial documentation it has been determined you meet eligibility guidelines for partial charity assistance on this account. (account balance) is the remaining portion, which is your responsibility to pay.

You are eligible for _____ % Financial Assistance based on your income being _____ % of the Federal Poverty Level.

If you believe this decision is in error, you have the right to submit an appeal. Your appeal must be made in writing, addressed to the Patient Financial Services Director and mailed to the address on this letter.

If you have any questions, please feel free to contact us at (facility phone) during normal business hours. Or you can access a copy of our Financial Assistance Policy on our website: <https://www.adventisthealth.org/patient-resources/financial-assistance/>

Patient Financial Services Department
Facility Name
Facility Phone Number

MANUAL(S):

ATTACHMENTS:

(REFERENCED BY THIS DOCUMENT)

<https://www.adventisthealth.org/patient-resources/financial-assistance/>

OTHER DOCUMENTS:

(WHICH REFERENCE THIS DOCUMENT)

[Financial Assistance Policy](#)

FEDERAL REGULATIONS:

ACCREDITATION:

CALIFORNIA:

Not applicable

HAWAII:

Not applicable

OREGON: Not applicable
WASHINGTON: Not applicable

REFERENCES:

ADVENTIST HEALTH SYSTEM/WEST POLICY OWNER: Amy K Miller - Director, Revenue Cycle Compliance

ENTITY POLICY OWNER: Not applicable

COLLABORATION: Amy K Miller - ICD-10 CDI Project Manager
Jessica M Hoops - Executive Assistant
Joan S Dillon - Policy & Procedures Coordinator
Kevin K Longo - Corporate Compliance Executive
Mona A Snyder - Director, Revenue Cycle-Home Care CBO
Shelly J Williams - Financial Analyst
Teresa M Laws - Program Manager, Nursing Labor

APPROVED BY:

ADVENTIST HEALTH SYSTEM/WEST: ([06/10/2020](#)) [Nonclinical Policy Review Task Force - Rev Cycle](#), ([07/02/2020](#)) [Senior Finance Council](#), ([10/08/2020](#)) [AH System Board](#)

ADVENTIST HEALTH SYSTEM/WEST INDIVIDUAL:

ENTITY: Not applicable

ENTITY INDIVIDUAL: Not applicable

REVIEW DATE:

REVISION DATE: 04/20/2020, 10/13/2020

NEXT REVIEW DATE:

Paper copies of this document may not be current and should not be relied on for official purposes. The current version is in Lucidoc at

[https://www.lucidoc.com/cgi/doc-gw.pl?ref=ahrsvl:13045\\$1](https://www.lucidoc.com/cgi/doc-gw.pl?ref=ahrsvl:13045$1).

May We Help You ???

Financial Assistance Based on Ability to Pay

We understand the high cost of medical care, which may create a burden for your family. We would like to help by **offering a discount program**. The Federal Government has regulations that require us to obtain the following information in order to consider your accounts for a discount allowance. **If you would like to have your accounts considered**, please provide the following information requested below. One of our staff members will be happy to assist you and answer your questions.

Patient Name: _____ Date of Birth: _____

Address: _____

Phone Number: _____ Social Security Number (Optional): _____

RESPONSIBLE PARTY: Information regarding family members that you support and claim on your state and federal tax filing.

| | Name | Date of Birth | SSN | Relationship to Patient | Employer | Gross Annual |
|---|------|---------------|-----|-------------------------|----------|--------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |

Has the patient ever been eligible for Medi-Cal? (optional) Yes No If yes, when? _____

Is the patient eligibility for Medi-Cal now? (optional) Yes No

Comments: _____

This application applies to your clinic physician visit only. Laboratory and radiology services are not included.

This completed application will be effective for 90 days. Expires on: _____

Payment is due and payable at time of service.

Sliding fee due today: \$ _____ Paid By: Cash Check Credit/Debit

Patient/Responsible Party Signature: _____ Today's Date: _____

Information verified on reverse side:

Clinic Associate Signature _____ Today's Date: _____



INTERNAL USE ONLY:

| | | | |
|--|-----------------|---------|--------------------------|
| Clinic Location: _____ | | | |
| Family Size: _____ | Less than 100% | \$30.00 | <input type="checkbox"/> |
| Annual Gross Income \$ _____ | 100% to 150% | \$45.00 | <input type="checkbox"/> |
| | 150% to 200% | \$60.00 | <input type="checkbox"/> |
| | 200% + self-pay | | <input type="checkbox"/> |
| 1 Income Eligibility Based On: | | | |
| <input type="checkbox"/> Patient | | | |
| <input type="checkbox"/> Guarantor <input type="checkbox"/> Guarantor Social Security No.: _____ - _____ - _____ | | | |
| 2 Guarantor Relationship to Patient: | | | |
| <input type="checkbox"/> Patient <input type="checkbox"/> Spouse | | | |
| <input type="checkbox"/> Parent <input type="checkbox"/> Legal Guardian | | | |
| <input type="checkbox"/> Other _____ | | | |
| 3 ID Confirmed (check method): | | | |
| <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport | | | |
| <input type="checkbox"/> State ID Card <input type="checkbox"/> Green Card / Visa | | | |
| <input type="checkbox"/> Social Security Card | | | |
| 4 Home Address Confirmed: | | | |
| <input type="checkbox"/> Yes | | | |
| <input type="checkbox"/> No | | | |

Application expiration date confirmed with patient / responsible party? Yes No

NOTE: Immigration status is not to be considered.

Worksheet Completed By: _____ Today's Date: _____

Title: _____

Scan this document to the patient account; send a copy of the completed worksheet to the Financial Counselor in the Patient Business Office.

¿Podemos ayudarlo?

Asistencia financiera con base en la capacidad para pagar

Entendemos el alto costo que implica la atención médica y que puede suponer una carga para su familia. Nos gustaría ayudarlo ofreciéndole un **programa de descuentos**. El Gobierno Federal tiene reglamentos que nos obligan a obtener la siguiente información a fin de considerar sus cuentas para un descuento. **Si desea que tengamos en consideración sus cuentas**, proporcione la información requerida a continuación. Uno de los miembros de nuestro personal lo ayudará con gusto y responderá sus preguntas.

Nombre del paciente: _____ Fecha de nacimiento: _____

Dirección: _____

Número de teléfono: _____ Número de Seguro Social (opcional): _____

PARTE RESPONSABLE: Información relacionada con familiares que usted mantiene y declara en su declaración de impuestos estatales y federales.

| | Nombre | Fecha de nacimiento | Número de Seguro Social | Relación con el paciente | Empleador | Ingreso bruto anual |
|---|--------|---------------------|-------------------------|--------------------------|-----------|---------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |

¿Fue el paciente alguna vez elegible para Medi-Cal? (opcional) Sí No Si la respuesta es "Sí", ¿cuándo? _____

¿Es el paciente elegible para Medi-Cal en la actualidad? (opcional) Sí No

Comentarios: _____

Esta solicitud solo es válida para la consulta al médico clínico. No se incluyen servicios de laboratorio y radiología.

La validez de esta solicitud completada es de 90 días. Vence el día: _____

El pago debe efectuarse en el momento del servicio.

La tarifa variable pagadera hoy: \$ _____ Pagado con: Efectivo Cheque Crédito/débito

Firma del paciente o parte responsable: _____ Fecha de hoy: _____

Información verificada en el dorso:

Firma de asociado de la clínica _____ Fecha de hoy: _____



SOLO PARA USO INTERNO:

| | | | |
|---|--------------------------------|---------|--------------------------|
| Ubicación de la clínica: _____ | | | |
| Tamaño de la familia: _____ | Inferior al 100 % | \$30.00 | <input type="checkbox"/> |
| Ingreso bruto anual \$ _____ | 100 % al 150 % | \$45.00 | <input type="checkbox"/> |
| | 150 % al 200 % | \$60.00 | <input type="checkbox"/> |
| | 200 % + pago por cuenta propia | | <input type="checkbox"/> |
| 1 Elegibilidad de ingresos con base en: <input type="checkbox"/> Paciente <input type="checkbox"/> Garante <input type="checkbox"/> N.º de Seguro Social del garante: _____ - _____ - _____ | | | |
| 2 Relación del garante con el paciente: <input type="checkbox"/> Paciente <input type="checkbox"/> Cónyuge <input type="checkbox"/> Padre o madre <input type="checkbox"/> Tutor legal <input type="checkbox"/> Otra _____ | | | |
| 3 Identificación confirmada (método de comprobación): <input type="checkbox"/> Licencia de conducir <input type="checkbox"/> Pasaporte <input type="checkbox"/> Tarjeta de identificación estatal <input type="checkbox"/> Tarjeta verde/Visa <input type="checkbox"/> Tarjeta de seguro social | | | |
| 4 Dirección de vivienda confirmada: <input type="checkbox"/> Sí <input type="checkbox"/> No | | | |

¿Fecha de vencimiento de la solicitud confirmada con paciente o parte responsable? Sí No

NOTA: No se tendrá en cuenta la condición migratoria.

Ficha completada por: _____ Fecha de hoy: _____

Cargo: _____

Escanee este documento para la cuenta del paciente; envíe una copia de la ficha completada al asesor financiero de la Oficina Comercial de Pacientes.



Charity Care/Financial Assistance Application Form – confidential

Please fill out all information completely. If it does not apply, write "NA." Attach additional pages if needed.

SCREENING INFORMATION

| |
|---|
| Do you need an interpreter? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, list preferred language:</i> |
| Has the patient applied for Medicaid? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the patient receive state public services such as TANF, Basic Food, or WIC? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is the patient currently homeless? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Is the patient's medical care need related to a car accident or work injury? <input type="checkbox"/> Yes <input type="checkbox"/> No |

PLEASE NOTE

- We cannot guarantee that you will qualify for financial assistance, even if you apply.
- Once you send in your application, we may check all the information and may ask for additional information or proof of income.
- Within 21 calendar days after we receive your completed application and documentation, we will notify you if you qualify for assistance.

PATIENT AND APPLICANT INFORMATION

| | | | |
|---|-------------------------|------------|---|
| Patient first name | Patient middle name | | Patient last name |
| <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other (may specify _____) | Birth Date | | Patient Social Security Number (optional) |
| Person Responsible for Paying Bill | Relationship to Patient | Birth Date | Social Security Number (optional) |
| Mailing Address _____ _____ City State Zip Code | | | Main contact number(s) () _____ () _____ Email Address: _____ |
| Employment status of person responsible for paying bill <input type="checkbox"/> Employed (date of hire: _____) <input type="checkbox"/> Unemployed (how long unemployed: _____) <input type="checkbox"/> Self-Employed <input type="checkbox"/> Student <input type="checkbox"/> Disabled <input type="checkbox"/> Retired <input type="checkbox"/> Other (_____) | | | |

FAMILY INFORMATION

List family members in your household, including you. "Family" includes people related by birth, marriage, or adoption who live together.

FAMILY SIZE _____

Attach additional page if needed

| Name | Date of Birth | Relationship to Patient | If 18 years old or older: Employer(s) name or source of income | If 18 years old or older: Total gross monthly income (before taxes): | Also applying for financial assistance? |
|------|---------------|-------------------------|---|---|---|
| | | | | | Yes / No |
| | | | | | Yes / No |
| | | | | | Yes / No |
| | | | | | Yes / No |

All adult family members' income must be disclosed. Sources of income include, for example:

- Wages - Unemployment - Self-employment - Worker's compensation - Disability - SSI - Child/spousal support

- Work study programs (students) - Pension - Retirement account distributions - Other (please explain _____)



Charity Care/Financial Assistance Application Form – confidential

INCOME INFORMATION

REMEMBER: You must include proof of income with your application.

You must provide information on your family's income. Income verification is required to determine financial assistance.

All family members 18 years old or older must disclose their income. If you cannot provide documentation, you may submit a written signed statement describing your income. Please provide proof for every identified source of income.

Examples of proof of income include:

- A "W-2" withholding statement; or
- Current pay stubs (3 months); or
- Last year's income tax return, including schedules if applicable; or
- Written, signed statements from employers or others; or
- Approval/denial of eligibility for Medicaid and/or state-funded medical assistance; or
- Approval/denial of eligibility for unemployment compensation.

If you have no proof of income or no income, please attach an additional page with an explanation.

EXPENSE INFORMATION

We use this information to get a more complete picture of your financial situation.

Monthly Household Expenses:

| | | | |
|---------------------|----------|--|----------|
| Rent/mortgage | \$ _____ | Medical expenses | \$ _____ |
| Insurance Premiums | \$ _____ | Utilities | \$ _____ |
| Other Debt/Expenses | \$ _____ | (child support, loans, medications, other) | |

ADDITIONAL INFORMATION

Please attach an additional page if there is other information about your current financial situation that you would like us to know, such as a financial hardship, excessive medical expenses, seasonal or temporary income, or personal loss.

PATIENT AGREEMENT

I understand that Adventist Health may verify information by reviewing credit information and obtaining information from other sources to assist in determining eligibility for financial assistance or payment plans.

I affirm that the above information is true and correct to the best of my knowledge. I understand if the financial information I give is determined to be false, the result may be denial of financial assistance, and I may be responsible for and expected to pay for services provided.

Signature of Person Applying

Date

RETURN COMPLETED FORM TO:

[Adventist Health, Attn: Financial Assistance](#)
[P.O. Box 677000](#)
[Paradise, CA 95967](#)
[Phone: 1-844-827-5047](#)

EXHIBIT 3.13

Provider Recruitment Initiatives

PHYSICIAN AND ADVANCE PRACTICE PROVIDER RECRUITMENT PLAN

Adventist Health System/West (“Adventist Health”) understands that one of its key priorities after the closing of the affiliation transaction (the “Closing”) with Mid-Columbia Medical Center (“MCMC”) is to help MCMC recruit and retain quality physicians and advance practice providers (each, an “APP”) across specialties to serve the needs of the MCMC service area (the “Service Area”). Adventist Health further understands that a successful campaign to recruit and retain physicians and APPs (collectively, “Providers”) will require careful planning, intelligent investments of resources, and a deep understanding of local needs and perspectives. To that end, Adventist Health intends to take a supporting role, allowing the executive leadership team and Community Board of MCMC to inform and drive the Provider recruitment process.

Overview of Adventist Health Resources

Adventist Health has productive relationships with more than 5,200 Providers, about 1,400 of whom are either employed or under contract. As part of Adventist Health, MCMC will gain access to the systems and structures of Adventist Health Physician Services (“AHPS”). In addition, MCMC will benefit from Adventist Health’s recruitment efforts in the Portland market and deep experience with Provider recruitment into rural communities. Adventist Health can make specialists and subspecialists available to MCMC through Provider sharing programs. It can also assist MCMC by helping to structure and negotiate Provider employment agreements and Provider employment assistance agreements.

Provider Recruitment and Retention Initiatives

Specific and measurable Provider recruitment and retention initiatives that Adventist Health may propose for adoption by MCMC include, but are not limited to, the following:

1. Completion of a Provider Needs Survey. In order to target recruitment efforts accurately, Adventist Health and MCMC (the “Parties”) must gain a better understanding of what types and numbers of Providers are needed in the Service Area. Achieving this goal requires access to current data showing existing Provider productivity levels, demographic trends in the Service Area, waiting times for appointment scheduling, Provider numbers and supply levels, and other relevant information. It also requires an understanding of Provider capabilities and limitations, especially in light of changing scope of practice rules, Provider lifestyle expectations, and remote visit technologies (telemedicine). The Parties shall discuss whether a provider needs survey can be completed more effectively and efficiently using in-house resources or third-party/consultant resources.¹

2. Identification of Recruitment Assistance Resources. As an area that has been designated as a Health Care Professional Shortage Area (“HPSA”) for primary care, dental care, and mental health care, in part because of its high population of migrant and seasonal farmworkers, the Service

¹ See, e.g., Sullivan Cotter’s Physician Needs Assessment tools at: https://sullivancotter.com/how-we-help/tools-and-technology-solutions/physician-needs-assessment/?gclid=EAIaIQobChMI6X1r8bq-wIVEiWtBh2UAAmKEAAYASAAEgJVCfD_BwE. See also Merritt Hawkins, “Demonstrating Community Need for Physicians,” White Paper Series (2017), accessed on Dec. 8, 2022, at: <https://www.merrithawkins.com/uploadedFiles/mhwhitepapercommunityneed.pdf>.

Area may be an attractive place to work for Providers who are interested in taking advantage of federal and state HPSA incentives.² The Parties shall work together, and shall consult with knowledgeable agencies, such as the Oregon Office of Rural Health, to gain a better understanding of what HPSA and other incentives are available and can be offered to Providers who come to work in the Service Area.

3. Completion of a Provider Satisfaction Survey. Because burnout and job dissatisfaction are driving many Providers to retire early, limit their working hours, or leave clinical practice for other professions, the Parties must dedicate significant energy and resources to keeping high-quality Providers working effectively and happily in the Service Area. This effort will require the Parties to gain a better understanding of the factors and forces that are adversely affecting Provider satisfaction levels, and to come up with meaningful strategies and initiatives to combat these factors and forces. Insights from Providers who are currently working in the Service Area will be particularly valuable in this connection. The Parties shall discuss whether developing a plan to survey Provider satisfaction, and to act upon the results of the survey, can be completed more effectively and efficiently using in-house resources or third-party/consultant resources.³

4. Development of Recruitment Process or Approach. The Parties acknowledge that MCMC will not be successful in recruiting and retaining Providers if it does not develop and faithfully execute on an effective recruitment and retention plan.⁴ At a minimum, this plan must include details about how and where MCMC will post Provider job openings, how MCMC will identify and communicate with prospective candidates, how MCMC will conduct on-site interviews and meetings with medical staff and executive leaders, and how MCMC will follow-up with prospective candidates to answer any questions and address any reservations they may have about accepting employment or retention offers. Adventist Health agrees to share its Provider recruitment and retention plan and/or its insights on effective recruitment and retention methodologies and actions with MCMC. It also agrees to help MCMC develop its own plan, using internal or external resources, that is informed by and responsive to local conditions and perspectives in the Service Area.

5. Development of Post-Hire Check-In and Support Program. Recognizing that hiring Providers into the Service Area will not provide full dividends unless those Providers continue practicing in the Service Area for many years, the Parties will develop plans and approaches for checking in with and supporting Providers on an ongoing basis. Such plans and approaches may include the establishment of mentoring programs, the identification of internal and external continuing medical education opportunities, and the development of leadership pathways. They

² See, e.g., “Health Professional Shortage Area Physician Bonus Program,” CMS Medicare Learning Network (June 2022), accessed on Dec. 8, 2022, at: <https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/Downloads/HPSAfcstht.pdf>.

³ See, e.g., American Medical Association, “Measuring and Addressing Physician Burnout,” (Oct. 20, 2022), accessed on Dec. 8, 2022, at: <https://www.ama-assn.org/practice-management/physician-health/measuring-and-addressing-physician-burnout>.

⁴ See, e.g., Cleveland Clinic, “A Guide to Physician Recruitment,” (Undated), accessed on Dec. 8, 2022, at: https://higherlogicdownload.s3-external-1.amazonaws.com/CORPORATECOMPLIANCE/A_Guide_To_Physician_Recruitment.pdf?AWSAccessKeyId=AKIAVRD07IEREB57R7MT&Expires=1670529399&Signature=mBC%2B%2BcZG31gqi6C5kZ%2BvowRLnK0%3D.

will also include the strengthening of peer support, confidential mental health assessment and treatment, and physician executive coaching programs. Again, insights from Providers who are currently working in the Service Area will be particularly valuable when developing post-hire check-in and support programs.

EXHIBIT 3.15

MCMC Executive Leadership Team

Executive Team

| Name | Position | Contact Information |
|-------------------------|-------------------------------------|--|
| Dennis Knox | President & Chief Executive Officer | dennisk@mcmc.net Cell: 602.315.3779 |
| Wendy Apland | Chief Financial Officer | wendya@mcmc.net |
| Dale Lepper | Chief Information Officer | dalel@mcmc.net |
| Cheri McCall | Chief Human Resources Officer | cherim@mcmc.net |
| Dr. Jayant Eldurkar | Chief Medical Officer | |
| Camie Overton | Chief Operating Officer | camieo@mcmc.net |
| Jayne Thompson-Mason | Chief Nursing Officer | |
| Don Wenzler | Chief Clinical Officer | donaldw@mcmc.net |
| Dr. Analene Pentopoulos | President Medical Staff | analenep@mcmc.net |
| Shaylyn Murphy, PA-C | Vice-President Medical Staff | shaylynm@mcmc.net |
| Dr. Lisa Grant | Secretary Medical Staff | lisag@mcmc.net |

MCMC Board

| Name | Work Address/Phone | Home Address/Phone | e-mail / Cell | Term Expires |
|---|---|--|--|---------------------|
| Dennis Knox Member, MCMC Board 10/26 | President/CEO MCMC ext. 7272 | 14526 SE Lyon Ct Happy Valley, OR 97086 | dennisk@mcmc.net Cell: 602.315.3779 | |
| Philip Brady Chair, MCMC Board 12/26 | District 21 Educator 541-298-1447 | 822 West 18th Street The Dalles, OR 97058 541-296-4648 | philipbrady@embarqmail.com Cell: 541-993-6980 | 12/31/25 |
| Paul Cardosi, MD Member, MCMC Board 12/2 | MCMC Sleep Center MCMC Ext 7341 (Nyla x7724) | 5574 Cherry Heights Rd The Dalles, OR 97058 | paulc@mcmc.net Cell: 541-340-4357 | 12/31/24 |
| Frank Toda Member, MCMC Board 4/5 | Retired | 112 Dean Avenue Lyle, WA 98635 | franktoda@aol.com Cell: 541-993-3117 | 12/31/23 |
| Michele Spatz Member, MCMC Board 4/28 | Community Engagement Coordinator National Network of Libraries of Medicine | 17 Sparrow Lane White Salmon, WA 98672 | micheleann54@gmail.com Cell: 541-980-9139 | 12/31/23 |
| Janet Hamada Member, MCMC Board 9/25 | Next Door Inc. 965 Tucker Road Hood River, OR 97031 | 2980 Eliot Drive Hood River, OR 97031 | janeth@nestdoorinc.org Cell: 541-490-7904 | 12/31/26 |

| | | | | |
|--|---|---|--|----------|
| Robb Van Cleave Member, MCMC Board 1/8 | 205 S. Columbus Ave. Goldendale, WA 98620 | 1325 Sterling Drive The Dalles, OR 97058 | robb.vancleave@gmail.com Cell: 541-340-9519 | 12/31/22 |
| Bill Ketchum Member, MCMC Board 7/23 | 3600 Crates Way, Suite 100 The Dalles, OR 97058 | | billk@crestlineconstruction.com Cell: 541-506-4000 | 12/31/22 |
| Victor Mondragon Member, MCMC Board 6/14 | | 1121 Wilson Street Unit #2 Hood river, OR 97031 | mondragv@gmail.com Cell: 541-340-1220 | 12/31/24 |
| Sue Knapp Member, MCMC Board 9/14 | | 1516 Fishcamp Road Dufur, Or | sue.marie.knapp@gmail.com Cell: 503-302-4489 | 12/31/26 |
| Nolan Young Member, MCMC Board 1/25 | | 3447 Royal Crest Drive E The Dalles, OR 97058 | young@gorge.net 541-300-0551 | 12/31/25 |
| Attendees: | | | | |
| Wendy Apland Chief Financial Officer | MCMC Finance | | wendya@mcmc.net | |
| Don Wenzler Chief Clinical Officer | Clinical Administration | 1509 Quinton St. The Dalles, OR 97058 541-705-0038 | donaldw@mcmc.net | |
| Dale Lepper Chief Information Officer | Information Technology | 11659 Pescara Rd. Loma, CA 91701 909-727-4842 | dalel@mcmc.net | |
| Cheri McCall Director of Human Resources | Human Resources | 3706 Browns Creek Rd. The Dalles, OR 97058 541-993-3489 | cherim@mcmc.net | |
| Dr. Serene Perkins Chief Medical Officer | MCMC Administration Resigned | | serenep@mcmc.net | |
| Camie Overton Chief Clinical Officer | MCMC | | camieo@mcmc.net | |
| Dr. Keith Stelzer Past President Medical Staff | Rad Onc 1800 E 19 th Street X 7204 | | keiths@mcmc.net | |
| Dr. Analene Pentopoulos President Medical Staff | CRWC Ext. 6556 | | analenep@mcmc.net | |
| Shay Murphy Vice-President Medical Staff | Primary Care 541-296-9151 | | shaylynm@mcmc.net | |
| Dr. Lisa Grant Secretary Medical Staff | Neurology | | lisag@mcmc.net | |
| Deborah Phillips Attorney | 718 State Street Hood River, OR 97031 | | deborahlaw@phillipsreynier.com phinch@hoodriverelectric.net | |

Schedule 1.1(r)

["Governmental Approval Date" means the date on which the final written approval of the Oregon Health Authority and all other Governmental Entities listed in Schedule 1.1(r) with respect to the Affiliation is obtained.]

- Approval of the Oregon Attorney General, or waiver of approval by the Oregon Attorney General.
- Approval by OHA HCMO Program, and OHA Licensure and Certification.
- See also items listed on Schedule 5.1(d).

Schedule 1.1(ss)

Permitted Liens

[Redacted]

Schedule 3.1
Urgent Capital Needs

[Redacted]

Schedule 5.1

Organization, Power, Absence of Conflicts

[Redacted]

Schedule 5.2

Transactions

[Redacted]

Schedule 5.3

Legal Compliance

5.3(a)

[(a) Except as described in Schedule 5.3, each MCMC Entity is, and has been for the last six (6) years, in compliance in all material respects with all applicable Laws and has timely filed all reports, data and other information required to be filed with Governmental Entities. Except as disclosed on Schedule 5.3, MCMC has no Knowledge of any threatened or pending proceeding or investigation by Governmental Entities alleging a violation of any Laws by MCMC or with respect to the MCMC Operations.]

- (a) None.

5.3(b)

[(b) Except as set forth on Schedule 5.3: (i) each MCMC Entity has (A) developed a compliance plan or policies for complying with the Health Information Laws, (B) used commercially reasonable efforts to implement the provisions of such compliance plan or policies in a manner reasonably calculated to cause the applicable MCMC Operations to comply, in all material respects, with the Health Information Laws, including implementing reasonable and appropriate safeguards to maintain the security of protected health information (as defined under HIPAA at 45 C.F.R. § 160.103) as required by the Health Information Technology for Economics and Clinical Health Act of 2009 and the administrative simplification provisions of HIPAA, and (C) maintained all individually identifiable health information, including protected health information, and governed by the Health Information Laws and in accordance with the Health Information Laws; (ii) each MCMC Entity has entered into Business Associate Contracts (as defined under HIPAA at 45 C.F.R. §§ 164.308(b) and 164.314(a)), where required, and is, and has been, in compliance in all material respects with the terms of such Business Associate Contracts to which such MCMC Entity is a party or otherwise bound; (iii) for the last six (6) years, no MCMC Entity has received any written inquiries, complaints or notices from the U.S. Department of Health and Human Services, U.S. Office for Civil Rights, or any other Governmental Entity regarding the MCMC Operations' compliance with the Health Information Laws, and, to MCMC's Knowledge, except as set forth on Schedule 5.3, no Breach or security incident (both as defined by the HIPAA information security rule) has occurred that has compromised the privacy or security of protected health information; and (iv) no MCMC Entity nor, to MCMC's Knowledge, any of MCMC's Business Associates, (as defined under HIPAA at 45 C.F.R. § 160.103), is the subject of, or a party to, any civil, criminal or administrative proceeding or investigation by a Governmental Entity in connection with any actual or potential violation of the Health Information Laws (other than routine surveys or reviews). MCMC attests in connection with this paragraph that it does not own or operate any substance use disorder treatment facilities, services, or programs subject to the requirements set forth in 42 CFR Part 2.]

- (b) None.

5.3(c)

[(c) Except as set forth in Schedule 5.3, each MCMC Entity and each MCMC Healthcare Facility meets all requirements of participation, claims submission and payment of the Government Payment Programs and the other third-party payment programs in which MCMC participates, and is a party to valid participation agreements for payment by such Government Payment Programs and other third-party payment programs. No MCMC Entity nor any of its officers, directors, employees, agents or contractors has been or is currently excluded from participation in any Government Payment Program.]

- (c) None.

5.3(d)

[(d) Except as set forth in Schedule 5.3, there are no Government Payment Program recoupments or other recoupments sought, requested, claimed, or threatened by any third-party payor against any MCMC Entity, other than routine payment adjustments made in the ordinary course. Except as set forth in Schedule 5.3, (i) there is no Action pending, received or threatened against any MCMC Entity which relates in any way to a violation of any Law pertaining to the Government Payment Programs or which could result in the imposition of material penalties on or the exclusion of any MCMC Entity or the disqualification or exclusion of any MCMC Healthcare Facility from participation in any Government Payment Programs, and (ii) to MCMC's Knowledge, no MCMC Entity or any of its officers, directors, employees or agents have engaged in any activities which are cause for civil penalties or mandatory or permissive exclusion from any Government Payment Program. Except as set forth in Schedule 5.3, no MCMC Entity is a party to any corporate integrity agreements, deferred prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements imposed by any Governmental Entity.]

- (d) None.

5.3(f)

[(f) All material reports, data, and information required to be filed by any MCMC Entity in connection with any Government Payment Program have been timely filed and were true and complete at the time filed (or were corrected in or supplemented by a subsequent filing). MCMC has no Knowledge of any Actions or appeals pending (nor Knowledge of any filing or submission that is likely to result in any Actions or appeals) before any court, regulatory body, administrative agency, governmental body, arbitrator or other authority (including governmental administrative contractors) with respect to any Government Payment Program reports or claims filed by any MCMC Entity on or before the date hereof, or with respect to any disallowances by any regulatory body, administrative agency, governmental body or other authority (including governmental administrative contractors) in connection with any audit. Except as set forth in Schedule 5.3, for the last four (4) years, no validation review or program integrity review related to any MCMC Entity or any MCMC Healthcare Facility has been conducted by any regulatory body, administrative agency, governmental body or other authority (including governmental administrative contractors) in connection with any Government Payment Program and no such reviews are scheduled, pending, or have been threatened in writing against or affecting any MCMC Entity or any MCMC Healthcare Facility.]

- (f) None.

Schedule 5.4

Financial Statements

[Except as described in Schedule 5.4, MCMC's Financial Statements fairly and accurately present in all material respects the financial condition and results of operations of the MCMC Operations as of the respective dates thereof and for the period therein referred to, in the case of unaudited financial statements subject to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes, and the Financial Statements reflect the consistent application of Generally Accepted Accounting Principles throughout the periods involved.]

- None.

Schedule 5.5

Conduct of Business in Ordinary Course; Absence of Material Adverse Change

5.5(a)

[(a) Except as described in Schedule 5.5(a) and except for actions taken in connection with the process of affiliating with Adventist Health (including preparing for and implementing the Affiliation contemplated by this Agreement), from August 1, 2022, MCMC has conducted its businesses, and caused each MCMC Entity to conduct its business, in the ordinary course consistent with past practice.]

- (a) None.

5.5(b)

[(b) Except as described in Schedule 5.5(b), since August 1, 2022, no Material Adverse Change has occurred with respect to the MCMC Entities or the MCMC Operations.]

- (b) None.

Schedule 5.7

Equipment

[Redacted]

Schedule 5.8

Title to Personal Property

[Redacted]

Schedule 5.9
Real Property

[Redacted]

Schedule 5.10

Environmental Matters

5.10(a)

[(a) MCMC has no Knowledge of any circumstances in existence that may prevent or interfere with compliance by any MCMC Entity with Environmental Laws. Likewise, MCMC has no Knowledge that any MCMC Entity is not in full compliance with Environmental Laws. The applicable MCMC Entity has (or has applied for or caused the applicable MCMC Entity to apply for) all permits, licenses, approvals and authorizations required under applicable Environmental Laws to conduct the MCMC Operations (“Environmental Licenses”). All Environmental Licenses currently held by any MCMC Entity or any MCMC Healthcare Facility related to the MCMC Operations and the MCMC Real Property pursuant to the Environmental Laws are identified in Schedule 5.10(a).]

- Not applicable.

5.10(c)

[(c) To the Knowledge of MCMC, no actions, activities, circumstances, conditions, events or incidents, including the release, emission, discharge or disposal of any Hazardous Materials, have occurred in the MCMC Operations, any MCMC Healthcare Facility or the MCMC Real Property. Except as disclosed in Schedule 5.10(c), MCMC has no Knowledge of any underground storage tank for the storage of Hazardous Materials on MCMC Real Property. Any insurance or other agreements relating to such underground storage also are disclosed on Schedule 5.10(c).]

- MCMC has two oil tanks located at 1700 E 19th Street, The Dalles, Oregon location. One tank was decommissioned and filled with sand. The second tank was installed in 1958, and holds approximately 12,000 gallons of fuel oil. MCMC has no knowledge of any leaks or issues with this tank. This tank is included in MCMC’s insurance coverage with Ironshore, a Liberty Mutual Company, under the Site Pollution Incident Legal Liability Selection, policy No. 002736403, effective January 1, 2021 through March 1, 2023.

Schedule 5.11

Licenses and Permits

[Schedule 5.11 contains an accurate list of all licenses, permits, certifications, registrations, accreditations, certificates of need, authorizations and franchises (including for each, any applications therefor) (the “Licenses”) owned or held by any MCMC Entity or any MCMC Healthcare Facility relating to the MCMC Operations and the MCMC Assets, and, except as set forth of Schedule 5.11, all Licenses are in good standing (to the extent granted) or have been applied for and are not subject to meritorious challenge. Each MCMC Healthcare Facility is duly licensed by the appropriate State or federal agencies and any ancillary services operated or provided at each MCMC Healthcare Facility that are required to be separately licensed are duly licensed (or such Licenses have been applied for) by the appropriate State or federal agencies. The MCMC Operations are in compliance in all material respects with such licensing requirements. There are no provisions in any Licenses which would preclude or limit any MCMC Entity from conducting the MCMC Operations and using all the beds of Hospitals as they are currently classified (other than those beds held in suspense). MCMC has made available to Adventist Health complete and genuine copies of the latest licensure, survey and/or fire marshal reports of each MCMC Healthcare Facility and plans of correction or responses thereto. Except as set forth in Schedule 5.11, all violations set forth in such reports, if any, have been corrected to the satisfaction of the applicable regulatory authority by MCMC.]

| Name | Agency | Type of Permit/License | Date Issued | Expiration | License No. |
|--|---|--|-------------|------------|---------------------|
| Mid-Columbia Medical Center | Oregon Health Authority Public Health Division | Health Care Facility: Hospital Gen Cap: 49 Satellites: 1 | 12/5/2022 | 12/31/2023 | 14-0500 |
| Mid-Columbia Medical Center | Oregon Health Authority Public Health Division | Hospital Satellite Location – Water’s Edge Medical Center | 12/5/2022 | 12/31/2023 | 14-0500-1 |
| Visiting Health Services, operated by MCMC | Washington State Department of Health | In Home Service Agency License | 12/01/2021 | 11/30/2023 | IHS.FS.00 000466 |
| Mid-Columbia Medical Center: DBA Visiting Health Services | Oregon Health Authority Public Health Division | HHA: Services: SN, HHA, PT, OT, ST, MSS | 12/22/2022 | 12/31/2023 | 13-140500 |
| Controlled Substance Registration | Drug Enforcement Administration | Permit to store and dispense controlled substances. | | | |
| Pharmacy License | Oregon Board of Pharmacy | Permit to dispense pharmaceuticals | 2/1/81 | 3/31/23 | RO- 0000805 |
| Oregon Radiation Protection Services | Radiation Permits | Permit for radiation emitting devices. | | | |

Permits under Clinical Laboratory Improvement Act

| CLIA Number | Laboratory Type | Certificate Type | Laboratory Name & Address |
|-------------|---------------------|------------------|---|
| 38D0622368 | Physician Office | Microscopy | MID-COLUMBIA MEDICAL CENTER FAMILY MEDICINE 1620 EAST 12TH STREET, THE DALLES, OR 97058 Tel: (541) 296-9151 |
| 38D0656815 | Hospital | Accreditation | MID-COLUMBIA MEDICAL CENTER LAB 1700 E 19TH STREET, THE DALLES, OR 97058 Tel: (541) 296-7225 |
| 38D0871714 | Rural Health Clinic | Waiver | MID-COLUMBIA MEDICAL CENTER DBA WATER'S EDGE 551 LONE PINE BLVD, THE DALLES, OR 97058 Tel: (503) 506-6920 |
| 38D1075350 | Physician Office | Waiver | MID-COLUMBIA MEDICAL CENTER OCCUPATIONAL HEALTH 1825 E 19TH STREET, THE DALLES, OR 97058 Tel: (541) 296-7811 |
| 38D2120010 | Hospital | Accreditation | MID COLUMBIA MEDICAL CENTER PATHOLOGY 1810 E 19TH ST, THE DALLES, OR 97058 Tel: (541) 296-7230 |
| 38D2129445 | Community Clinic | Waiver | MID-COLUMBIA MEDICAL CENTER 551 LONE PINE BLVD, THE DALLES, OR 97058 Tel: (541) 286-7319 |

Accreditations

- The Joint Commission Gold Seal of Approval for Hospital Accreditation, Home Health Accreditation, Laboratory Accreditation and Advanced Certification in Total Hip and Total Knee Replacement.
- The Commission on Cancer of the American College of Surgeons.

- National Accreditation for Breast Centers of the American College of Surgeons.
- Commission on Accreditation of Inpatient Rehabilitation Facilities (CARF).
- American College of Radiology accredited lung cancer screening center.
- Patient-Centered Primary Care Home Center, 5-Star Accreditation.
- American Academy of Sleep Medicine accreditation.
- American Diabetes Association accreditation for Diabetes Self-Management Education.

Schedule 5.13

Employment Matters

[Redacted]

Schedule 5.14

Employment Benefit Programs

[Redacted]

Schedule 5.15

Litigation

[Redacted]

Schedule 5.17

Governmental Programs

[Except as described in Schedule 5.17, each MCMC Entity and MCMC Healthcare Facility that provides health care services to beneficiaries of Government Health Care Programs is qualified for participation in and has current and valid provider Contracts with, the Government Payment Programs and/or their fiscal intermediaries or paying agents and complies, and has complied with for the last six (6) years, in all material respects with the conditions of participation therein. Each MCMC Entity referenced in the preceding sentence receives payment under the Government Payment Programs for services rendered to qualified beneficiaries. Except to the extent liabilities and contractual adjustments of each MCMC Entity under the Government Payment Programs have been properly reflected and adequately reserved in the Financial Statements, and subject to routine ongoing payment adjustments in the ordinary course, for the last six (6) years, no MCMC Entity has received or submitted any claim for payment in excess of the amount provided by law or any applicable Contract and no MCMC Entity has received written notice of any dispute or claim by any Governmental Entity, administrative contractors or other Person regarding the Government Payment Programs or participation therein. Each MCMC Entity and MCMC Healthcare Facility that provides hospital services, as applicable, is duly accredited with no contingencies by the accrediting organizations. MCMC has made available to Adventist Health complete and genuine copies of the most recent accreditation survey, reports, deficiency lists, statements of deficiency, plans of correction and similar materials. Except as set forth in Schedule 5.17, MCMC has corrected any deficiencies noted therein.]

- None.

Schedule 5.18

Contracts

[Redacted]

Schedule 5.21

Experimental Procedures and Research Studies

[Except as set forth on Schedule 5.21, no member of the Hospital's medical staff has conducted or otherwise participated in any clinical trials, experimental procedures or research studies at any MCMC Healthcare Facility within the prior three (3) years, in each case, for which MCMC was a sponsor.]

- None in last three (3) years.

Schedule 5.23

Certain Affiliations

[Except as set forth in Schedule 5.23, no officer or director of any MCMC Entity, nor any child, spouse, parent or sibling or any other family member of any such officer or director of any MCMC Entity:

5.23(a)

(a) directly or indirectly owns, in whole or in part, any property, asset or right of material significance, used in connection with the MCMC Operations; or

- (a) None.

5.23(b)

(b) directly or indirectly has an interest in or is party to any Material Contract.]

- (b) None.

Schedule 6.6

Legal Compliance

[Except as described in Schedule 6.6, neither Adventist nor any Affiliate of Adventist has received written notice from any Person of any proceeding or investigation by Governmental Entities alleging or based upon a violation of any Laws that is currently pending, which proceeding or investigation, if concluded in a manner adverse to Adventist or the Adventist Affiliate, could likely result in a liability or settlement in excess of ten million dollars (\$10,000,000), and both Adventist Health and Stone Point are in compliance, in all material respects, with Law.]

- None

SCHEDULE 6.7

Financial Statements

[Except as described in Schedule 6.7, Adventist's Financial Statements fairly and accurately present in all material respects the financial condition and results of operations of the Adventist and its Affiliates as of the respective dates thereof and for the period therein referred to, and in the case of unaudited financial statements, subject to normal recurring year-end adjustments (the effect of which will not, individually or in the aggregate, be materially adverse) and the absence of notes, and the Financial Statements reflect the consistent application of Generally Accepted Accounting Principles throughout the periods involved.]

- None

Schedule 12.1(b)

Legal Compliance

[The consent of a Governmental Entity necessary to consummation of the Affiliation as listed on Schedule 12.1(b), shall have been obtained. It is expressly understood that the condition to obtain Government Consents may not be waived and that if the consent of Governmental Entities necessary to consummation of the Affiliation is not obtained as required herein by the Drop Dead Date, this Agreement shall automatically terminate and neither MCMC nor Adventist Health shall have any liability to the other, except as specifically provided in this Agreement.]

- Listed on Schedule 5.1.