

Amended Bylaws
of
Mid Valley IPA, Inc.

Preamble

Mid Valley IPA, Inc. (the “corporation” or “MVIPA”) is a not-for-profit, mutual benefit corporation which has registered with the Oregon Secretary of State – Corporation Division to be designated as a benefit company pursuant to ORS 60.750 through 60.770. MVIPA is established by its Members to provide an organization through which Members can facilitate contracting with purchasers of health care services, establish review mechanisms to monitor the quality of care provided by Members, develop systems for sharing health and other information among Members, in furtherance of the goal of providing quality and efficient health care in an atmosphere of trust and cooperation, and to create, own and operate businesses related to the private practice of medicine. The corporation may engage in other programs from time to time for the benefit of its Members and for the benefit of the community its Members serve, including but not limited to educational and outreach programs, participation of physician Members in hospice programs, the recruitment of new physicians to the community, and charitable activities as directed by the Board of Governors from time to time. MVIPA’s goal is to make a material positive impact on society in general and specifically upon the communities it serves and to support environmental activities to enhance the living conditions of the people its members serve.

Unless delegated by written contract, MVIPA assumes no risk or responsibility for payment for services provided by any Member under a contract with a purchaser of health care services. MVIPA is not a guarantor of the payment or performance by any purchaser of health care services or the performance by any Member of any of the terms or conditions set forth in any contract or payer agreement.

The corporation will act through its Members to implement a competitive system for its Members to deliver health care services in a way that will achieve quality, economies and efficiencies. This is to be accomplished by establishing performance standards and review mechanisms for Physician Members in cooperation with purchasers. Through the officers, board, and committees established by these Bylaws, the corporation will set utilization and quality assurance guidelines, and other such administrative requirements.

MVIPA will engage various purchasers of health care services, and negotiate, on behalf of its Members, non-economic, and, where appropriate economic terms of participation in contracts. Members participating in any MVIPA-negotiated contracts are obligated to comply with the terms of such contracts and accept a reasonable number of patients for whom they will be compensated at the rates set forth in the applicable agreement. Each Member has the right to select annually from the plans MVIPA contracts with for participation for the upcoming contract year. Members exercise their selection in writing to MVIPA through the annual participation process, which indicates to MVIPA the plans Member has chosen to contract with for the contract year.

MVIPA will adopt third-party standards for defining, reporting and accessing the corporation’s social and environmental performance.

There is no capital stock in the corporation. Members are Physicians or Employer Members as hereinafter defined. There is no ownership interest in the corporation and the Participation Agreement has in itself no value as an investment nor will it in itself increase in value. The Participating Agreement cannot be transferred or sold.

MVIPA Members shall have no legal responsibility for current or future debts incurred by MVIPA. This provision can only be modified in writing as between MVIPA and the Member or Members who or which specifically agree to pay or repay debts to third parties owed by MVIPA.

Approved December 2, 1981, for an effective date January 1, 1982

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Amended: March 6, 1997	Amended: December 2009	

ARTICLE I OFFICES AND DEFINITIONS

1.1 **Offices.** The offices of the corporation shall be as follows:

1.1.1 The principal office of the corporation in the State of Oregon shall be located within Marion or Polk County as designated by the Board of Governors.

1.1.2 The registered office of the corporation shall be maintained in, but need not be, identical to the principal office, in the State of Oregon, and the address of the registered office may be changed from time to time by the Board of Governors.

1.1.3 The corporation may have such other offices, either within or without the State of Oregon, as the Board of Governors may designate or as the business of the corporation may require from time to time.

1.2 **Definitions.** As used in these Bylaws, the following terms shall have their stated meanings:

1.2.1 “Associate Member” shall mean a member of MVIPA who is an individual who is either (i) a Medical Doctor, Doctor of Osteopathy, nurse practitioner, or a physician’s assistant, but unlike a Physician Member, an Associate Member may or may not be “substantially involved in the private practice of medicine” (as that term is defined further herein), and may or may not be employed or otherwise compensated for medical services rendered, by a hospital or any other entity that is directly or indirectly owned or controlled by a hospital, or alternatively, if not a hospital, is an entity that is not otherwise owned and controlled by Physician Members, or otherwise meets the criteria for Associate Membership as described in Section 6.2, or (ii) a hospital. Associate Members are non-voting members and may not be elected or appointed to any committee, any office or the Board of Governors. Associate Members may attend membership meetings and may attend Board of Governors meetings if permitted by the Board on a case-by-case basis. Unless otherwise specifically identified, references to “Members” throughout these Bylaws shall not include Associate Members.

1.2.2 “Employer Member” shall mean a member of MVIPA that employs one or more individuals in a health care practice, whether such individuals are health care practitioners, support staff or otherwise, which Employer Member may be a proprietorship, partnership, professional corporation, limited liability company or limited liability partnership, and otherwise meets the criteria for Employer Membership as described in Section 6.4 of these Bylaws. A sole proprietorship that does not employ any individual other than the proprietor him or herself does not qualify for Employer Member status.

1.2.3 “Member” shall mean any Employer Member or Physician Member of MVIPA but shall not include “Associate Members,” except where specifically identified otherwise.

1.2.4 “Physician Member” shall mean a member of MVIPA who is an individual and is a Medical Doctor, or Doctor of Osteopathy, and otherwise meets the criteria for Physician Membership as described in Section 6.3 of these Bylaws. Subject to the limitations noted in Article

II, Section 2.2, Physician Members have the right to vote and participate on committees and the Board of Governors.

ARTICLE II BOARD OF GOVERNORS

2.1 **General Powers.** The business and affairs of the corporation shall be managed by its Board of Governors. The Board of Governors shall have the authority to represent the corporation on all medical and non-medical aspects of the corporation.

2.2 **Election and Term and Qualifications.** The number of governors of the corporation shall be determined by the Board of Governors but shall be not less than ten (10) or more than twenty (20). Specialty and primary care shall be equally represented on the Board. Two Board positions shall be reserved for representatives of the medical staff from Silverton Hospital and West Valley Hospital (one position for a representative from each hospital medical staff). Each governor shall hold office until the successor is elected, unless sooner removed from office as hereinafter provided. Governors must be licensed to practice medicine and must be one of the following: Physician Member, Employer Member, or an owner (shareholder, partner, etc.) of an Employer Member; provided (i) that at all times, a majority of the Board of Governors shall be composed of Employer Members and/or those persons who are owners of Employer Members, and (ii) an Employer Member shall have no more than two (2) representatives serving on the Board at any given time. As used in the foregoing sentence, “representative” shall include Physician Members or any other employees of the Employer Member. [Note: On the effective date of this amendment, if an Employer Member has more than two (2) representatives on the Board, such representatives shall be allowed to serve out their current terms.] A term shall be three years; however, no governor may serve more than nine (9) consecutive years, unless elected to the position of President-elect in the second or third year of a third consecutive term. A governor who is completing more than six consecutive years may not run for an additional term. A President or President-elect whose first or second term expires shall not stand for re-election, but automatically serve an additional three-year term. A President or President-elect whose third term expires shall not stand for re-election, but shall automatically serve until they have completed their past presidency. A governor must demonstrate commitment to the objectives of the corporation and agree to attend at least seventy-five percent (75%) of the Board of Governors regular meetings and assigned committee meetings in any twelve (12) month period. If the governor fails to attend seventy-five percent (75%) of the regular meetings in any twelve (12) month period, the governor will be asked to resign and the Board will elect a replacement.

2.3 **Regular Meetings.** The Board of Governors will meet with sufficient frequency to carry out the business and affairs of MVIPA, with notice agenda given out to the Board one week prior to the meeting.

2.4 **Special Meetings.** Special Meetings of the Board of Governors may be called by or at the request of the President or any one governor. Notices of special meetings are to be mailed, postage paid via U.S. Mail, to each Board member’s business address at least five (5) days prior to the meeting; or given by telephone, electronic mail or in person at least seventy-two (72) hours prior to the meetings.

2.5 **Notice of Waiver.** Attendance of a governor at a meeting shall constitute a waiver of notice of such meeting, except if the governor attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened. The purpose of the meeting and the business to be transacted may be specified in the notice or waiver of notice of special meetings. Written waiver of notice of a meeting before or after the time stated shall be considered valid notice.

2.6 **Quorum.** A majority of the number of governors in person eligible to vote fixed in accordance with Section 2.2 of Article II shall constitute a quorum for the transaction of business at any meeting of the Board of Governors, but, if less than a majority is present at a meeting, a majority of the governors present may adjourn the meeting to be rescheduled without further notice. (Majority is 50% plus one)

2.7 **Manner of Acting.** Board Members must be present to vote or present by telephone for a meeting at which a quorum is present. Any act of the Board requires an affirmative vote of the majority of the entire Board regardless of the number of governors present, except as otherwise provided by the Articles of Incorporation or these Bylaws. Notwithstanding the withdrawal of enough governors to leave less than a quorum, those present may continue to transact business.

2.8 **Vacancies.** Any vacancies occurring in the Board of Governors may be filled by the affirmative vote of a majority of the remaining governors, subject to the composition requirements provided for in Section 2.2 hereof (Employer majority, specialty, primary care and hospital representation). A governor elected to fill a vacancy shall be elected for the unexpired portion of the term of his or her predecessor in office. The elected governor shall be eligible to stand for election to the regular terms of office as provided in Section 2.2 of Article II.

2.9 **Presumption of Assent.** A governor of the corporation who has the right to vote and who is present at a meeting of the Board of Governors at which action on any corporate matter is taken shall be presumed to have assented to the action taken into the minutes of the meeting, unless he/she shall file written/recorded dissent to such action with the person acting as the secretary of the meeting before adjournment thereof. Such right to dissent shall not apply to a governor who voted in favor of such action.

2.10 **Removal of Governors.** All or any of the governors or officers of the board may be removed with or without cause, by the membership, at a meeting expressly called for that purpose by a vote of the majority of the Members entitled to a vote at an election of governors.

2.11 **Informal Action by Governors.** Any action, which has been recommended by the Executive Committee, which is required to be taken at a meeting of the Board of Governors, or of any committee of the Board, may be taken without a meeting if consented to in writing by all members of the Board, which written consent describes the action so taken.

2.12 **Telephonic Meetings.** Meetings of the Board of Governors, or of any committee designated by the Board of Governors, may be held by means of conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

2.13 Nominations and Elections. Annually, the Board of Governors will prepare a slate of nominees. Nominations may also be made by a petition signed by at least five Members who are entitled to vote, and must specify the section affiliation of the nominee (Employer, Primary Care or Specialty). Neither the Board of Governors nor Members shall nominate a person to serve as a governor representative of an Employer Member if the effect of such nomination, assuming the nominee were to be elected to the Board, would cause the Employer Member to have more than two (2) simultaneously serving representatives. Nominations by Members entitled to vote shall be delivered to the corporate office thirty-five (35) days prior to the annual meeting.

Not less than thirty (30) days prior to the annual meeting of the Members the secretary shall mail to each Member an appropriate mail ballot recording the names and section affiliations of all candidates. If a candidate is a current Board member, that fact shall be noted (“incumbent”) adjacent to their name. The Board may allow every candidate equally to include limited, accurate biographical data and a short, limited political statement in such mailing.

The ballot shall consist of a separate slate of candidates for each section (Employer, Primary Care and Specialty). Each elector may cast the number of votes in each section that corresponds to the number of vacancies that need to be filled in that section in order to maintain a balanced board. In each section, the candidates receiving the greatest number of votes will be elected to fill the vacancies available in that section. In the event that a tie vote prevents determination of the elected candidate, a run off election by mail will occur between those candidates whose tying votes prevented determination of the appropriate number of board members.

2.14 Conflicts of Interest. No Board member shall participate in any board business or transaction or have a financial or other personal interest, which is incompatible with the proper discharge of their board duties. Any Board member with a conflict of interest should announce the conflict to the Board and abstain from participating in the specific issue before the Board. No contracts or other transactions between MVIPA and any other entity shall be affected by the fact, at the discretion of the Board that the governors of MVIPA are owners, governors or officers of such other entity. Conflicts of interest would include participation on the governing body of a health insurance company, which contracts with MVIPA or, financial arrangements with an entity to which the Board member refers patients, or participation in the ownership of such entity. Participation as a provider for an insurance company with which MVIPA contracts or membership on a hospital staff or referral of patients to a hospital with which a Member is affiliated, shall not be considered a conflict of interest. Any governor individually may be a party to or interested in any contract or transaction with MVIPA provided all the following criteria are met:

2.14.1 The interest of the governor is disclosed to the Board via the Standard Disclosure Form as need arises. The form shall be updated and signed by each member of the Board annually.

2.14.2 The interested governor may not vote on any resolution regarding the transaction and his or her presence may not be counted toward a quorum; and

2.14.3 The Board approves the transaction at a regular or special meeting.

Failure to disclose conflicts of interest will be reviewed by the Board and may result in removal from the Board.

2.15 **Assessments.** From time to time the Board of Governors may determine and levy assessments against the Members to pay expenses incurred by the corporation. Notice of assessments shall be mailed to each Member. Assessments shall be paid within thirty (30) days after the date of notice. Failure to pay any assessment is cause for termination of Membership.

ARTICLE III OFFICERS

3.1 **Number.** The officers of the corporation shall be a President, President-elect, the Immediate Past President, a Secretary/Treasurer, a Primary Care Vice President, a Specialty Care Vice President, a Benefit Governor, and other such officers as may be designated by the Board of Governors. Such other officers and assistant officers may be elected or appointed by the Board of Governors as necessary. In order to qualify as an officer, an individual must either be a Physician Member or an owner of an Employer Member, must be licensed to practice medicine and must be a member of the MVIPA Board. If necessary, the Secretary/Treasurer or either Vice President may simultaneously hold the office of President-elect. A Physician Member who is an employee of MVIPA or one of its subsidiaries may not be elected or appointed as an officer of the corporation.

3.2 **Election and Term of Office.** The offices of President and President-elect shall be nominated and elected biennially, at the first meeting of the Board of Governors held after each annual meeting of the Members. If the election of officers is not held at this meeting, such election shall be held as soon as possible. The President and President-elect shall hold office for two year terms and the officers filling those positions shall be elected during even numbered years. All other officers shall hold their offices until a vacancy is created due to removal, death or resignation, at which time the board shall fill such vacancy through nomination and election of an individual then serving on the board.

3.3 **Removal.** Any officer of the Board of Governors may be removed by a two-thirds (2/3) vote of the Board of Governors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed or the right of such persons to remain a Member.

3.4 **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Governors for the unexpired portion of the term.

3.5 **President.** The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Governors, shall in general supervise and control all the business and affairs of the corporation. The President shall preside at all meetings of the Members, of the executive committee and of the Board of Governors. The President shall be an ex officio member of any committee of the corporation. The President may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the Board of Governors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Governors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Governors or by these Bylaws to some other officer or agent of the corporation or shall be required by law to be otherwise signed or executed; and in general the President shall

perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Governors from time to time.

3.6 **President-elect.** In the absence of the President, or in the event of the President's death, inability or refusal to act, the President-elect shall perform all the powers of and be subject to all the restrictions upon the President. The President-elect may, with the Secretary/Treasurer or with a member of the administrative staff, sign documents for the corporation; and shall perform such other duties as from time to time may be assigned by the President or by the Board of Governors.

3.7 **Immediate Past President.** Shall be a member of the Executive Committee and shall perform such other duties as from time to time may be assigned by the President or by the Board of Governors.

3.8 **Vice Presidents.**

3.8.1 Primary Care Vice President. This officer is designated to serve as the representative for primary care Members, (as described in Article VI) including FP, IM, GP, PEDS, and OB/GYN.

3.8.2 Specialty Care Vice President. This officer is designated to serve as the representative for Member physicians providing specialty care.

3.9 **Secretary/Treasurer.**

(Any or all of the following duties may be delegated to MVIPA administrative staff.)

3.9.1 Keep the minutes of the Member's meetings and of the Board of Governors meetings in one or more books provided for that purpose;

3.9.2 See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

3.9.3 Keep a register of the post office address of each Member, which shall be furnished, to the secretary by such Member, and in the case of Employer Members, also maintain the names of current Employer Member representatives;

3.9.4 In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the President or by the Board of Governors.

3.9.5 If required by the Board of Governors, the treasurer or designee shall give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the Board of Governors shall determine.

3.9.6 Have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the Board of Governors.

3.9.7 In general, perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Board of Governors.

3.10 **Benefit Governor**. The Board of Governors shall appoint one of its members to act as the Benefit Governor. The Benefit Governor shall serve at the pleasure of the Board of Governors and shall, in addition to the duties, rights and privileges, and immunities that other governors of corporation have, has the powers, duties, rights, privileges, and immunities set forth in ORS 60.762.

3.11 **Stipends**. The stipends, if any, of the officers shall be fixed from time to time by the Board of Governors and no officer shall be prevented from receiving such stipend by reason of the fact the officer is also a governor of the corporation.

ARTICLE IV COMMITTEES

4.1 **Committees, Overview**. There are three standing committees: the Executive, Credentialing, and Quality Improvement/Utilization Management. The establishment of additional standing committees requires revision of the Bylaws. Ad hoc committees, however, when necessary, may be created by the Board of Governors or the Executive Committee. Members of all committees shall be appointed by the Board of Governors or the Executive Committee. All voting members of committees must be Members of MVIPA. Each committee shall maintain written minutes and shall report in writing, the actions of that committee to the Board of Governors.

4.2 **Executive Committee**. The Board of Governors shall by resolution designate the President, two Vice Presidents, President-elect, Immediate Past President, and Secretary/Treasurer and other members of the Board to constitute an Executive Committee and delegate to such committee, subject to applicable law and the control of the Board of Governors, any of its powers. The Board, by resolution, may at any time modify or revoke any or all of the authority so delegated to such committee, change the number of members of this committee and fill vacancies in the committee from the members of the Board. This committee shall keep regular minutes of its proceedings and report these minutes to the Board of Governors at their next regular meeting following the Executive Committee meeting. The Executive Committee shall not independently contract with any insurance carrier for the provision of medical services.

4.3 **Credentialing Committee**. The Board of Governors shall appoint a Credentialing Committee, selected from Members in good standing, to review applications for participation and recredentialing, to request supplementary data on applications, to recommend to the Board actions on applications and to meet with applicants individually on an as needed basis to determine if they are dedicated to the principles of quality medical care and to carry out the duties and functions as the Board may direct.

4.4 **Quality Improvement/Utilization Management Committee (QI/UM)**. The Board of Governors shall appoint a QI/UM Committee selected from Members in good standing to carry out the duties pertaining to quality improvement and utilization management as set forth in the rules and regulations and mutually agreed upon conditions of participation by Payer.

4.5 **Peer Review Committee (PRC)**. When necessary, the Board of Governors shall appoint an ad-hoc Peer Review Committee (PRC) selected from Members in good standing to carry out those duties set forth in the Fair Hearing Plan, and other such duties that may from time to time be delegated to the PRC.

4.6 **Compliance Committee**. The Board of Governors shall appoint a Compliance Committee, selected from Members in good standing, for the purpose of overseeing compliance with state and federal regulations, including specifically but not limited to those rules and regulations promulgated by the Centers for Medicare and Medicaid Services (“CMS”).

ARTICLE V CREDENTIALING APPLICATION CRITERIA AND PROCESS

5.1 **Policies and Procedures**. Credentialing application policies and procedures for prospective members shall first be approved by the MVIPA Board of Governors. The policy and procedures used to review applicants shall be set forth in written rules approved by the Board. The Rules and Regulations shall also designate the policy and procedures for periodic re-credentialing of Members.

5.2 **Application and Approval**. All applicants for membership [whether for voting and non-voting memberships, the only exception being for Hospital Associate members] and recredentialing shall deliver to the corporation adequate information for a proper evaluation of competence, training, character and other qualifications as required in the credentialing process. Applicants for Employer membership will be required to identify the names of one or more employees of the applicant in addition to the individual identified as the Employer Member Representative and the applicant will be required to provide access to such individual(s) upon request for verification. Material misrepresentations or omissions in the applications shall be grounds for denial or revocation of membership. Applicants for membership and recredentialing shall be required to cooperate with the Credentialing Committee, and to the extent of his or her involvement if any, the Medical Director of MVIPA, during the application review process and any applicant that fails to so cooperate shall have his/her/its application denied. All applications shall be reviewed and approved, or disapproved, in accordance with MVIPA credentialing and re-credentialing policies and procedures.

5.3 **Authorization for Informational Investigation**. Each applicant authorizes the Board and its agents and representatives to consult with physicians, county and state medical societies, past or present employers, and others who may have information bearing on the applicant’s qualifications for membership, including, if an applicant for Associate or Physician Membership, information pertaining to his or her competence as a physician, nurse practitioner, or physician’s assistant as well as the applicant’s moral and ethical qualifications. Applicants will be required to release MVIPA, its Board of Governors, agents and representatives and persons providing information to MVIPA with respect to the applicant’s qualifications, from any liability for their acts or their statements made in good faith and without malice in connection with evaluating the applicant during the application process. Applicants will be required to execute a separate release for the purpose of conducting such informal investigation.

5.4 **Release From Liability for Good Faith Acts.** The applicant releases from liability MVIPA, its Board of Governors, agents and representatives, and persons providing information to MVIPA and any of its representatives for their acts or statements made in good faith in connection with any evaluation, appointment, reappointment, hearings, disciplinary or corrective actions, sanctions, termination of membership and other activities as provided for in the Bylaws or rules and regulations of MVIPA. This release is intended to and does hereby extend to individual physicians who participate in the above activities.

5.5 **Rights Upon Refusal of Application.** In the event an applicant is refused membership the applicant has only the following remedies: If an applicant for Physician or Associate Membership is denied membership based upon reasons that would require reporting to the NPDB, HIPDB and/or state licensing agencies, the applicant is entitled to exercise the procedures set forth in the MVIPA Fair Hearing Plan. In all other cases where an applicant for Physician Membership is denied membership based on reasons other than those that require reporting to the NPDB, HIPDB and/or state licensing agencies, the applicant shall be limited to the remedies described in Sections 5.5.1 to 5.5.4 below.

5.5.1 The applicant may request an informal meeting with the President of MVIPA. The request shall be in writing, must include relevant information to support the applicant's position, and must be delivered to the President within ten (10) days of the date of the notice of refusal. The informal meeting shall be held within thirty (30) days of the date of the notice of refusal. The only persons allowed to be present will be the applicant, the President, and only if the President deems it necessary, a representative from the Credentialing Committee. No other person shall be allowed to attend the meeting.

5.5.2 Within fifteen (15) days after the informal meeting the President will issue a written decision and deliver copies to the applicant and the Credentialing Committee.

5.5.3 If the President's decision is different from that of the Credentialing Committee, the Board of Governors shall make the final decision of the matter and notify the applicant.

5.5.4 If the President's decision supports the Credentialing Committee's refusal there is no further appeal available to the applicant.

ARTICLE VI MEMBERS

6.1 **Membership Generally.** Membership in MVIPA is not a right, but a privilege. Membership is extended to those who qualify, at the pleasure of the Board. Membership can be suspended or revoked by the Board as well. To assure quality of patient care, adequate financial incentive to existing Members and long-term stability of the corporation, MVIPA expressly reserves the right from time to time to close the panel of Members entirely or as to any specialty area of medical practice, and/or as to particular categories of Membership (Associate, Employer or Physician). The decision to open or close the panel or specialty at any given time shall be reserved to the Board of Governors.

6.2 **Associate Member Criteria.** Every Associate Member of MVIPA must fulfill the following criteria as a condition of continued membership:

6.2.1 An Associate Member is a Doctor of Medicine or Osteopathy, a nurse practitioner, or a physician's assistant and shall be licensed by the Member's respective State of Oregon Board or a health care facility (hospital) licensed by the Oregon Department of Human Services ("DHS").

6.2.2 An Associate Member, if required by the Board, must have on-call coverage that is appropriate for the Associate's specialty and practice location. The on-call arrangement must ensure that patients have continuous access to the health care system.

6.2.3 An Associate Member must carry medical malpractice coverage in such amounts as may be set from time to time by the Board of Governors. As a minimum, each Associate Member shall have professional liability coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate. Hospital Associate members shall be insured in amounts which are consistent with such Associate member's liability exposures. Within fifteen (15) days of request by MVIPA, an Associate Member shall supply MVIPA with a certificate of insurance from the Associate Member's insurer evidencing coverage.

6.2.4 An Associate Member must abide by all aspects of the Participation Agreement, the Bylaws, Rules and Regulations of the corporation, as they may be amended from time to time, and adhere to community medical ethics standards.

6.2.5 An Associate Member must participate in, accept the results of, and comply with the requirements of the Credentialing, QI/UM and Peer Review committees as required by the Participation Agreement, these Bylaws and the rules and regulations of MVIPA.

6.2.6 An Associate Member must comply with the quality guidelines and utilization standards required by participating plans and/or those guidelines and standards established by MVIPA. Failure to do so may result in a termination of Membership.

6.2.7 An Associate Member shall not make any intentional misrepresentation to patients concerning operations of MVIPA or contracting plan(s) however, physicians may discuss any medical options with the patient.

6.2.8 An Associate Member shall provide written notice to the Board of Governors of MVIPA within ten (10) days of the date that his or her (i) medical staff or clinical privileges are suspended, restricted or revoked, (ii) DEA license is suspended, restricted or revoked, (iii) license to practice medicine is materially restricted or suspended with reinstatement, or (iv) license by DHS or DEA is suspended, restricted, or revoked.

6.3 **Physician Member Criteria.** Every Physician Member of the corporation must fulfill the following criteria as a condition of Membership:

6.3.1 A Physician Member must be licensed as a Doctor of Medicine or Osteopathy by the Oregon Medical Board.

6.3.2 A Physician Member must spend two-thirds (2/3) of their practice time and receive two-thirds (2/3) of their practice income from medical services performed in Marion/Polk Counties.

6.3.3 A Physician Member must have specific arrangements for hospital care of their patients which is appropriate for the physician's specialty and practice location.

6.3.4 A Physician Member must have on-call coverage that is appropriate for the physician's specialty and practice location. The on-call arrangement must ensure that patients have continuous access to the health care system.

6.3.5 Each Physician Member must be substantially involved in the private practice of medicine. Whether or not a Physician Member is "substantially involved in the private practice of medicine" shall be at the sole discretion of the Board of Governors, provided that the Board shall give respect to the following general principles which tend to suggest that the Physician Member is substantially involved in the private practice of medicine:

6.3.5.1 At least eighty percent (80%) of the Member's average workweek (taking in to consideration all healthcare-related functions and responsibilities, whether clinical or administrative) is spent providing clinical services to patients. When a question arises about what constitutes the Member's "average workweek," the Board of Governors shall have the sole discretion to make a determination with regard thereto.

6.3.5.2 The Member is an owner, employee or independent contractor of a private medical practice that is not directly or indirectly owned or otherwise controlled by, a hospital. In any case where question arises about the existence of ownership or control by, a hospital, the Board of Governors shall have the sole discretion to determine eligibility.

6.3.5.3 A physician who is subject to a contract with a hospital for limited services (e.g., medical director services) will not be disqualified from Physician Membership so long as such physician maintains a clinical practice that is otherwise independent of a hospital and meets the requirements of Section 6.3.5.1. Whether or not the services provided to a hospital are 'limited' shall be at the discretion of the Board of Governors.

6.3.6 A Physician Member must carry medical malpractice coverage in such amounts as may be set from time to time by the Board of Governors. As a minimum, each physician shall have professional liability coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate. Within fifteen (15) days of request by MVIPA, a Physician Member shall supply MVIPA with a certificate of insurance from the Physician Member's insurer evidencing coverage.

6.3.7 A Physician Member must abide by all aspects of the Participation Agreement, the Bylaws, Rules and Regulations of MVIPA, as they may be amended from time to time, and adhere to community medical ethics standards.

6.3.8 A Physician Member must participate in, accept the results of, and comply with the requirements of the Credentialing, QI/UM and Peer Review committees as required by the Participation Agreement, these Bylaws and the rules and regulations of the corporation.

6.3.9 A Physician Member must comply with the quality guidelines and utilization standards required by participating plans and/or those guidelines and standards established by this corporation. Failure to do so may result in a termination of Membership.

6.3.10 A Physician Member shall not make any intentional misrepresentation to patients concerning operations of the corporation or contracting plan(s) however, physicians may discuss any medical options with the patient.

6.3.11 A Physician Member shall provide written notice to the Board of Governors of MVIPA within ten (10) days of the date that his or her (i) medical staff or clinical privileges are suspended, restricted or revoked, (ii) DEA license is suspended, restricted or revoked, (iii) license to practice medicine is materially restricted or suspended with reinstatement.

6.4 **Employer Member Criteria.** Every Employer Member of the corporation must fulfill the following criteria as a condition of Membership:

6.4.1 An Employer Member must be a provider of health care services and employ one or more employees, whether such employee(s) is/are physicians, nurse practitioners, physicians' assistants, other health care professionals or support staff. General partnerships, limited liability partnerships, limited liability companies, professional corporations or a business entity owned, operated, or controlled by a tax exempt hospital may apply for Employer Membership, while a sole proprietorship does not qualify, unless the sole proprietor employs at least one additional person in addition to him or herself; provided however that, regardless of the form of legal entity, an Employer Member must at all times be owned by a majority of or controlled by Physician Members. "Controlled" shall mean that at least a majority of the owners, who together hold a majority of the voting power, are Physician Members.

6.4.2 An Employer Member must carry, or require its physician employees to carry, medical malpractice coverage in such amounts as may be set from time to time by the Board of Governors. As a minimum, each physician employed by the Employer Member shall have professional liability coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate. Within fifteen (15) days of request by MVIPA, an Employer Member shall supply MVIPA with a certificate of insurance evidencing the coverage required herein.

6.4.3 Other than those physicians, nurse practitioners, or physicians' assistants who are employed by a business entity owned, operated, or controlled by a tax exempt hospital, each physician, nurse practitioner, or physicians' assistant employee of the Employer Member who desires to participate in any contract negotiated or procured by the corporation shall be required to join the corporation as a Physician or Associate Member, meet all criteria for Physician or Associate Members as described in Section 6.3 hereof and shall be subject to credentialing and periodic recredentialing; provided however, if any physician, nurse practitioner, or physicians' assistant employee of the Employer Member is denied Physician or Associate Membership, or has Physician or Associate Membership suspended or terminated, such Employer Member shall not be deemed out of compliance with this Section 6.4.3 so long as the Employer Member complies with Section 6.4.4 hereof.

6.4.4 An Employer Member shall ensure that any physician employee who has failed to meet the requirements established for Physician or Associate Members, does not participate in any contract negotiated or procured by the corporation.

6.4.5 Employer Members shall be required to notify the corporation in writing at least thirty days prior to the occurrence of any of the following events:

6.4.5.1 Sale of the Employer Member, in whole or in part, to a third party, and/or admission of a new owner to the Employer Member;

6.4.5.2 Merger of the Employer Member; and

6.4.5.3 Appointment of new Employer Member representative.

6.5 **Employer Member Participation.** Each Employer Member shall be entitled to one vote at any meeting of the Members, regardless of the number of owners of the Employer Member and regardless of how many Physician Members are employed by the Employer Member. The Employer Member shall designate one individual who is a physician and an owner of the Employer Member, or in the event the Employer Member is a not-for-profit corporation, a member or director of the Employer Member who is also a physician, to act as the Employer Member's representative at any meeting of the Members. In the event that the Employer Member representative is also a Physician Member, he or she shall only be entitled to vote at any meeting of the Members as the Employer Member representative and not in his or her capacity as a Physician Member.

6.6 **Annual Meeting.** The annual meeting of the Members shall be held each year in April or within a reasonable time thereafter at the discretion of the Board, at a place and time designated by the Board of Governors, for the purpose of electing governors and for the transaction of such other business as may come before the meeting.

6.7 **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, either Vice President or by a majority of the Board of Governors, and shall be called by the President at the request of the Members of not less than one-tenth (1/10) of all the Members of the corporation entitled to vote at the meeting.

6.8 **Place of Meeting.** The Board of Governors shall determine the place of meeting for all annual and special meetings of the Members. In the absence of any such determination, all meetings of Members shall be held at the principal office of the corporation in the State of Oregon.

6.9 **Notice of Meeting.** Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by mail. A written waiver of notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her/its address as it appears on the books of the corporation, with postage thereon prepaid.

6.10 **Quorum; Manner of Acting.** A majority of the Members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the corporation, unless the vote of a greater number or voting by classes is required by statute, the articles of incorporation or these Bylaws. The Members present at a duly organized meeting may continue to transact business, as outlined in the agenda, until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

6.11 **Proxies.** At all meetings of Members, a Member who is entitled to vote may vote by proxy executed in writing by the Member or by his/her/its duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. A proxy may be given only to another Member of the corporation.

6.12 **Vote by Mail.** Notwithstanding any provision of these Bylaws to the contrary, any Member qualified to vote at any annual or special meeting may vote by mail ballot for any candidate for the position of governor of the corporation as outlined in Article II of these Bylaws or for any proposed amendment to the Bylaws or Articles of Incorporation. At the time the notice of meeting is mailed to Members there shall be included the slate of candidates for the position of governor, all proposed amendments to the Bylaws or Articles and a mail ballot which may be cast by the Member for the candidate(s) and any proposed Bylaws or Article amendments. The ballots shall be accompanied by two envelopes, one for enclosure of the ballot and the other to be pre-addressed to the secretary of the corporation and into which the sealed envelope containing the ballot may be placed. Mailed ballots must be received by the corporation on or before the date of the meeting.

6.13 **Informal Action by Members.** Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by one hundred percent (100%) of the Members entitled to vote with respect to the subject matter thereof.

6.14 **Termination of Associate Membership Rights in MVIPA.** Except as provided in Section 5.5 of these Bylaws, the membership and contract rights of an Associate Member in MVIPA may be terminated immediately upon written notice from the Board of Governors, for any reason, including no reason at all, and the remedies and procedures described in these Bylaws and in the Fair Hearing Plan, which are available to Physician Members, are not applicable or available to Associate Members.

6.15 **Termination of Physician Membership Rights in MVIPA.** The membership and contract rights of any Physician Member in MVIPA may be terminated as provided below:

6.15.1 The membership and contract rights of a Physician Member shall terminate automatically and immediately, without any further action required by the Executive Committee or Board of Governors, but subject to the Physician Member's right to request a hearing in accordance with the Fair Hearing Plan as appropriate, upon the occurrence of any of the following events:

- 6.15.1.1 Physician's death;
- 6.15.1.2 Physician's adjudication of incompetence;
- 6.15.1.3 Physician's retirement;
- 6.15.1.4 Loss or suspension (without reinstatement within thirty (30) days of the effective date of suspension) of Physician's license to practice medicine;
- 6.15.1.5 Cancellation, termination or reduction of Physician's medical malpractice insurance coverage below required coverage limits;
- 6.15.1.6 Failure to pay membership dues and/or assessments when due;
- 6.15.1.7 Debarment from either or both the Medicare and/or Medicaid programs;
- 6.15.1.8 Conviction of a misdemeanor related to the provision of health care or a felony;
- 6.15.1.9 Engaging in conduct determined to be unprofessional, or any conduct which the Board, in its sole discretion, determines to be not in MVIPA's best interests, after written notice by the Board to cease such conduct; or
- 6.15.1.10 The Physician Member becomes employed by a health care facility (hospital) and/or fails to be "substantially involved in the private practice of medicine" as that phrase is defined in Section 6.3.5 hereof.

6.15.2 If a Physician Member has his or her (i) medical staff or clinical privileges suspended, restricted or revoked, (ii) DEA license suspended, restricted or revoked, or (iii) license to practice medicine materially restricted or suspended with reinstatement, the Executive Committee may, at its option, terminate the Physician Member's membership and contract rights, subject to the following:

6.15.2.1 If the Physician Member provides MVIPA with written notice of such event as required in Section 6.3.11 hereof, the Physician Member may, within such written notice, request the PRC to review the matter. The Physician Member may request the PRC to consider the facts and circumstances and ask for probationary status with MVIPA. The request must be accompanied by evidence in support of the request for probationary status. The PRC may at its sole discretion meet with the Physician Member, however this meeting is NOT a hearing and no Fair Hearing Plan rights apply. The PRC shall review the matter within thirty (30) days of the Physician Member's written request and notify the Physician Member and the Executive Committee. The Executive Committee shall take action consistent with the Fair Hearing Plan.

6.15.3 The Board of Governors may, by a vote of not less than 80% of the Board, terminate the membership and contract rights of a Physician Member for any reason, including no reason at

all. Termination may be approved at any regular or special meeting of the Board and written notice of the Board's decision shall be given to the affected Physician Member within ten (10) business days following the decision.

6.15.4 Whenever a Physician Member's membership and contract rights are terminated, the terminated physician may request a hearing in accordance with the Fair Hearing Plan, but only where the cause for termination is reportable pursuant to State law and the Healthcare Quality Improvement Act.

6.16 **Termination of Employer Member's Rights and Interest in MVIPA.** The rights and interest of any Employer Member in MVIPA may be terminated as provided below:

6.16.1 The rights and interest of an Employer Member that is merged or sold, including the sale of all or substantially all of the Member's operating assets are terminated by and in the sole discretion of the Board of Governors, upon notice of the same or at any time thereafter.

6.16.2 The rights and interest of an Employer Member that fails to meet the requirement set forth in Section 6.4.1 ("owned or controlled by Physician Members"), shall automatically terminate upon the occurrence of the event that causes the legal entity to no longer be owned or controlled by Physician Members, but without prejudice to the rights of the Physician Members of the former Employer Member.

6.16.3 The rights and interest of an Employer Member that fails at any time to meet the criteria for Employer Membership as set forth in Sections 6.4.2 through 6.4.5 hereof may be terminated upon ten (10) days prior written notice to the Employer Member.

6.16.4 The rights and interest of an Employer Member that is dissolved, liquidated, files a voluntary petition in bankruptcy or allows an involuntary petition to be filed against it, or at any time fails to employ one or more employees (if a sole proprietor, than in addition to the sole proprietor him or herself), shall be terminated automatically and immediately upon such event without any action required by the Board of Governors.

6.16.5 Employer Members shall not have the rights set forth in the Fair Hearing Plan in the event of termination of Employer Membership Status.

6.17 **Modification of Membership.** In the event a Physician Member fails to be "substantially involved in the private practice of medicine" as that phrase is defined in Section 6.3.5 hereof (and therefore fails to qualify for Physician Membership), membership in MVIPA shall be modified to Associate Member status effective as of the date the physician becomes employed by the health care facility, or such other date determined by the Board where the Member's clinical practice fails to meet the aforementioned eighty percent (80%) average workweek threshold on an apparently permanent basis. Such modification shall be automatic, without action of the Board required, and shall not give rise to a hearing or other informal process.

6.18 **Voluntary Termination.** Notwithstanding any provision of these Bylaws to the contrary, a Member, Associate Member, or Employer Member may voluntarily terminate membership in the corporation upon ninety (90) days' prior written notice.

ARTICLE VII
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ARTICLE VIII
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ARTICLE IX
CONTRACTS, LOANS, CHECKS AND DEPOSITS

9.1 **Contracts.** The Board of Governors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

9.2 **Loans.** No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Governors. Such authority may be general or confined to specific instances.

9.3 **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Governors.

9.4 **Deposits.** All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Governors may select.

ARTICLE X
INDEMNITY OF GOVERNORS AND OFFICERS

10.1 **Indemnification.** Each governor or officer, or former governor or officer of the corporation, or any person who may have served at its request as a governor or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, shall be indemnified by the corporation against all liability, costs and expenses including but not limited to attorney's fees and costs, reasonably imposed upon or incurred by that person in connection with or arising out of any action, suit, proceeding or appeal in which that person may be involved or to which that person may be a party by reason of that person's being or having been a governor or officer of the corporation. Such expenses are to include the cost of reasonable settlement, including but not limited to attorney's fees and costs (other than amounts paid to the corporation itself) made with a view to curtailment of costs of litigation; provided that such governor or officer or person shall not be entitled to such indemnification in relation to matters as to which that person shall be finally adjudged in such suit, action, proceeding or appeal to be liable for intentional misconduct in the performance of duty to the corporation, or liable for improperly receiving personal benefit.

Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled to as a matter of law. The corporation shall have the right to indemnify its governors, officers and other persons to the fullest extent permitted by law or by contract. The corporation may pay for or reimburse any reasonable expense incurred by a governor who is a

party to a proceeding in advance of final disposition of the proceeding, provided that the governor furnish both a written affirmation of his/her good faith belief that he/she met with the appropriate standard of conduct as required by law and a written undertaking, either personally or on that person's behalf, that the advance will be repaid if it is ultimately determined that the governor did not meet the proper standard of conduct.

10.2 **Limitation of Liability.** A governor's personal liability to the corporation or its Members for monetary damages is eliminated for any act or omission committed as a governor occurring after the effective date of these Bylaws; provided that the personal liability of a governor is not eliminated for:

10.2.1 Any breach of the governor's duty of loyalty to the corporation or to its Members;

10.2.2 Acts or omissions not in good faith which involved intentional misconduct or knowing violation;

10.2.3 Any unlawful distribution; or

10.2.4 Any transaction from which the governor derived an improper personal benefit.

10.3 **Future Amendments.** If the Oregon Non-Profit Corporation Act hereafter is amended to authorize further elimination or limitation of the liability of the governors provided herein, the liability of a governor of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Oregon Non-profit Corporation Act. Any repeal or modification of the paragraph by the Members of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a governor of the corporation existing at the time of such repeal or modification.

ARTICLE XI RULES OF ORDER

11.1 **Roberts Rules of Order.** All meetings of the corporation, Board of Governors, and committees may be conducted according to the most recent edition of Roberts Rules of Order.

ARTICLE XII RULES AND REGULATIONS

12.1 **Rules and Regulations.** The Rules and Regulations of this corporation consist of the Physicians Application Credentialing Process and such other matters as the Board shall approve.


ARTICLE XIII AMENDMENTS

13.1 **Procedure for Proposing Amendment.** An amendment may be proposed by any member of the Board of Governors, or by any Member who presents, in writing, an initiative to the MVIPA Secretary/Treasurer that is signed by at least five percent (5%) of the Members of the corporation.


13.2 **Bylaws Amendments.** Any or all of these bylaws may be altered, amended, appealed or suspended by two-thirds (2/3) vote of the governors then in office at a meeting of the Board of Governors or at any special meeting of the governors called for that purpose, or by a two-thirds (2/3) vote of the general membership present or by proxy at a meeting at which a quorum is present or by two-thirds (2/3) vote of total respondents in a mail vote in which fifty percent (50%) of the membership has responded. Responses must be received within fifteen (15) days of the ballot mailing. Any amendment passed by the Board of Governors must be relayed to the general membership within thirty (30) days via newsletter or special mailing. Any amendment passed by the board may be remanded to the general membership vote if a Member submits a petition stating such concern and has it cosigned by five percent (5%) of the participating physicians within fifteen (15) days of the date the amendment was mailed to the member. The general membership vote may be at a meeting or by mail as described herein. If no petition is received within fifteen (15) days of the mailing date the amendment is enacted into the bylaws.

These Amended Bylaws were adopted on the ___ day of _____, 2020.

ATTEST

DocuSigned by:

F38145D2D5D34C9...

President

DocuSigned by:

9FF6CE6EBA21488...

Secretary/Treasurer

11/25/2020

11/25/2020

AMENDED BYLAWS
of
Mid Valley IPA, Inc.

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