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**TLC-MD, TOTALLY LINKING CARE IN MARYLAND, LLC**  
**OPERATING AGREEMENT**

Dated as of December 6, 2015

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT (i) EFFECTIVE REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR EXEMPTIONS THERE FROM, AND (ii) COMPLIANCE WITH THE OTHER TRANSFER RESTRICTIONS SET FORTH HEREIN.

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**TLC-MD, TOTALLY LINKING CARE IN MARYLAND, LLC  
OPERATING AGREEMENT**

This Operating Agreement, dated December 8, 2015 (the “Effective Date”), is among the members of TLC-MD, Totally Linking Care In Maryland, LLC (the “Company”), a Maryland limited liability company.

**RECITALS**

A. The Members have engaged in a deliberative process initially aided by a grant from the Health Services Cost Review Commission (“HSCRC”) to explore ways in which to more efficiently and effectively link healthcare services towards an improved patient-focus in their respective service regions, including Prince George’s, Calvert and St. Mary’s Counties.

B. In furtherance of their respective charitable objectives, the Members’ discussions have culminated in the Members’ mutual desire to collaboratively explore through the Company the development of programs and services to improve access to and quality of health care provided to patients, lower health care costs, and create other efficiencies for the Members and their patients, ensuring that the Members’ respective charitable objectives will continue to be met long into the future.

C. The Members intend to be active participants in the collaborative projects developed through the Company and undertake in good faith to collaborate with the other Members and organizations forming the Advisory Council of the Company in the consideration and development of programs and services in furtherance of the Company’s purpose and the Members’ respective charitable objectives.

**AGREEMENT**

The Parties agree:

**ARTICLE I  
DEFINITIONS**

**1.1 Defined Terms.** Capitalized terms used but not otherwise defined herein have the following meanings:

“ACO” means an accountable care organization operating under the Medicare Shared Savings Program.

“Additional Member” means a Person admitted to the Company as a Member pursuant to Section 10.2.

“Affiliate” means, with respect to a particular Person, (i) any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, (ii) if such Person is a partnership, any partner thereof, (iii) any of such Person’s spouse, siblings (by law or marriage), ancestors and descendants, and (iv) any trust for the primary benefit of such Person or any of the foregoing. The term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through membership, the ownership of voting securities or equity interests, by contract or otherwise.

“Agreement” means this Operating Agreement of TLC-MD, Totally Linking Care In Maryland, LLC, as amended, modified or waived from time to time.

“Board” is defined in Section 5.1.

“Business Day” means a day that is not a Saturday, Sunday or legal holiday on which banks are authorized or required to be closed in New York, New York.

“Capital Account” means the capital account maintained for a Member pursuant to Section 3.2.

“Capital Call Notice” is defined in Section 3.1(d).

“Capital Contribution” means any cash, cash equivalents or the initial fair market value (as determined by the Board) of other property that a Member contributes or is deemed to have contributed to the Company with respect to any Unit pursuant to Section 3.1 or any agreement to which such Member and the Company are party.

“Certificate” means the Company’s Certificate of Formation as filed with the Secretary of State of Maryland.

“Chairperson” means, as of a given time, the Manager then serving as the chairperson of the Board in accordance with Section 5.8.

“Code” means the United States Internal Revenue Code of 1986, 26 U.S.C. § 1, *et. seq.*

“Company” means TLC-MD, Totally Linking Care In Maryland, LLC, a Maryland limited liability company.

“Company Group” means, collectively, the Company, the Company’s Subsidiaries and their respective Subsidiaries.

“Confidential Information” means all (a) confidential, proprietary and trade secret information (including all tangible and intangible embodiments thereof) that concerns the Company Group, the Members, their respective businesses or the services, processes, therapies, treatments or products offered by them, including lists of and information regarding current and prospective patients, customers, referral sources, payors, vendors and suppliers, personnel information, computer programs, unpatented inventions, discoveries or improvements, treatment techniques and results, marketing, manufacturing, or organizational research and development, contracts and contractual relations, licenses, accounting ledgers and financial statements, business plans, forecasts and projections, business methods, pricing and financial information, information concerning planned or pending acquisitions or divestitures, and information concerning purchases of real property or major equipment or other personal property, and any other information or data that the Company Group or any Member treats as proprietary or designates as confidential information, whether or not owned or developed by the Company Group; and (b) all Intellectual Property; *provided, however, that* “Confidential Information” does not include any information that (a) is or becomes generally available to the public (other than through a Member’s breach of this Agreement), (b) is lawfully received from a third-party having rights in the information without restriction and received without notice of any restriction against its further disclosure, or (c) is disclosed to a Member with an affirmative acknowledgement that the Member may further disclose such information without restriction.

“Contribution Default” is defined in Section 3.1(f).

“Defaulting Member” is defined in Section 3.1(f).

“Effective Date” is defined in the preamble of this Agreement.

“Fiscal Quarter” means each calendar quarter ending March 31, June 30, September 30 and December 31, or such other quarterly accounting period as the Board may determine.

“Fiscal Year” means the Company’s annual accounting period established pursuant to Section 7.2.

“Governing Documents” means, with respect to a particular Person, (i) if a corporation, the articles or certificate of incorporation and bylaws, (ii) if a general partnership, the partnership agreement and any statement of partnership, (iii) if a limited partnership, the limited partnership agreement and certificate of limited partnership, (iv) if a limited liability company, the articles or certificate of organization or formation and any limited liability company or operating agreement, (v) if another type of Person, all other charter and similar documents adopted or filed in connection with the creation, governance, management or operation of such Person, (vi) all equity holders’ agreements, membership agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements and other agreements and documents relating either to the creation, governance, management or operation of such Person or to the rights, duties and obligations of such Person’s equity holders, and (vii) all amendments or supplements to any of the foregoing.

“Improvements” means any improvement, enhancement or modification to, or derivative work developed from, Intellectual Property.

“Law” means any federal, state, local, municipal, foreign, international, multinational or other constitution, statute, law, rule, regulation, ordinance, code, principle of common law or treaty.

“Liquidation Assets” is defined in Section 12.2(a)(ii).

“Manager” is defined in Section 5.1.

“Maryland Act” means the Maryland Limited Liability Company Act, Md. Code Ann., Corps & Assoc. Article, Title 4A.

“Member” means a Person listed on Schedule A or admitted to the Company as a Substituted Member or Additional Member, but only so long as such Person is shown on the Company’s books and records as the owner of one or more Units.

“Officers” is defined in Section 5.8.

“Original Member” means each of the Members admitted on or before January 1, 2016, in each case for so long as such organization is a Member.

“Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any governmental authority or arbitrator.

“Ownership Interest” has the meaning set forth in Section 3.1.

“Party” means the Company and each Member.

“Person” means any natural individual, corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity, whether or not legal entities, or any governmental entity, agency or political subdivision.

“Prime Rate” means, as of a given measurement date, the prime rate reported by *The Wall Street Journal* under “Money Rates” on the last Business Day preceding the measurement date.

“Required Amount” is defined in Section 3.1(d).

“Subsidiary” means, with respect to a Party, any corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity in which the Party owns or controls, directly or indirectly, (i) a majority of the total voting power of the equity securities, partnership interests or membership interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of such entity or (ii) a majority of such entity’s total economic interest.

“Substituted Member” means a Person that is admitted to the Company as a Member pursuant to Section 10.1.

“Tax” means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding or other tax, including any interest, penalties (civil or criminal) or additions to tax or additional amounts in respect of the foregoing.

“Tax Matters Partner” is defined in Code § 6231 and the Treasury Regulations thereunder.

“Tax Return” means any return, declaration, report, statement and other document required to be filed in respect of any Tax.

“Taxable Year” means the Company’s accounting period for federal income tax purposes determined pursuant to Section 8.2.

“Third-Party” means any Person other than the Company.

“Transfer” means to sell, assign, pledge, gift, convey or otherwise dispose of (including by way of any merger, consolidation, membership substitution, change of control or similar corporate event or other transfer by operation of law) or grant a security interest in the subject matter of the Transfer.

“Transferee” means a Person to whom Units are Transferred in accordance with the terms of this Agreement, but who has not become a Member pursuant to Article X.

“Treasury Regulations” or “Treas. Reg.” means the income tax regulations promulgated under the Code and in effect, as amended, supplemented or modified from time to time.

“Unit” means a unit of the membership interest in the Company held by a Member or a Transferee representing the right to vote and receive a fractional part of the profits, losses and distributions of the Company and will include any security issued in exchange for a Unit; *provided that* any class or group of Units issued will have the relative rights, powers and duties set forth in this Agreement.

“Withdrawal Event” means, with respect to a particular Member, such Member’s voluntary withdrawal pursuant to Section 11.1 or the occurrence of any compulsory withdrawal event specified in Section 11.2.

**1.2 Accounting Principles.** The classification, character and amount of all assets, liabilities and reserves and of all items of income and expense to be determined, and any consolidation or other

accounting computations to be made, and the interpretation of any definition containing any financial term, pursuant to this Agreement will be determined and made in accordance with generally accepted accounting principles; *provided, however, that* Capital Accounts will be kept in accordance with Section 3.1.

## **ARTICLE II ORGANIZATIONAL MATTERS**

**2.1 Formation of Company.** The Company was formed on December 7, 2015 pursuant to the provisions of the Maryland Act.

**2.2 Operating Agreement.** The Members execute this Agreement for the purpose of establishing the affairs of the Company and the conduct of its business in accordance with the provisions of the Maryland Act. During the term of the Company set forth in Section 2.6, the rights and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and, except where the Maryland Act stipulates that such rights and obligations specified in the Maryland Act apply “unless otherwise provided in an Operating Agreement” (or words of similar effect) and such rights and obligations are not addressed in this Agreement, the Maryland Act.

**2.3 Name.** The name of the Company is “*Totally Linking Care In Maryland, LLC*,” with a trade name of “*TLC-MD*”. The Board may, in its sole discretion, change the name of the Company with notice given to all Members. The Company may conduct its business in its name or any other name deemed advisable by the Board.

**2.4 Purpose.** The purposes of the Company are charitable and educational within the meaning of Code § 501(c)(3), and the Company shall be operated and managed in a manner that is exclusively in furtherance of the Members’ common tax-exempt charitable and educational purposes under Code § 501(c)(3), including, promoting health and providing or expanding access to healthcare services for a broad cross section of the communities served by the Members in a manner that complies with and is in furtherance of the community benefit standard in Revenue Ruling 69-545 and otherwise complies with the requirements applicable to organizations described under Code § 501(c)(3). In furtherance thereof, the Company may, except as otherwise limited by this Agreement, engage in any and all lawful business or activity in which a limited liability company may be engaged under the Maryland Act or other applicable Law, including carrying on activities that enable the Members to consider and where appropriate (i) aggregate their efforts and expenditures to achieve savings, (ii) explore deployment of programs and services that will improve access to and the quality of health care provided to patients, (iii) lower health care costs, (iv) population health strategies, and (v) create other efficiencies for the Members and their patients. Notwithstanding anything to the contrary in this Agreement, the Company may not carry on any activities that may not be carried on by an organization exempt from tax because it is described in Code § 501(c)(3) (including participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for public office).

**2.5 Principal Office; Registered Office and Agent.** The principal office of the Company will be located at Doctors Community Hospital, 8118 Good Luck Rd., Lanham, Maryland or such other place as the Board may designate with notice given to all Members, and all business and activities of the Company will be deemed to occur at its principal office. The Company may maintain offices at such other places as the Board deems advisable. The address of the Company’s registered office in the State of Maryland is the office of the initial registered agent named in the Certificate and may be such other office as the Board designates in accordance with applicable Law. The Company’s registered agent for service of process in the State of Maryland is the initial registered agent named in the Certificate and may be such other Person as the Board designates in accordance with applicable Law.

**2.6 Term.** The term of the Company commenced upon the filing of the Certificate in accordance with the Maryland Act and will continue until termination and dissolution of the Company in accordance with Article XII.

**2.7 No State-Law Partnership.** The Members intend that (a) the Company is not a partnership (including a limited partnership) or joint venture, (b) no Member is a partner or joint venturer of any other Member by virtue of this Agreement for any purpose, (c) neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof will be construed to suggest otherwise.

### ARTICLE III ANNUAL CAPITAL CONTRIBUTIONS

#### **3.1 Member Qualifications; Initial and Additional Issuances.**

(a) **Member Qualifications.** Each Member shall be, at its election, either the parent organization of its health system or the hospital. Absent the unanimous approval of the Members, each Member must be a Person exempt from federal income Tax under Code § 501(c)(3). Each Member shall hold an interest in the proportion that its Capital Account bears to the aggregate of all of the Capital Accounts for all Members. The initial interest shall be set forth on Schedule A. The Schedule will be adjusted annually if any Member withdraws or a new Member is added based on the audit and tax returns filed by the Company.

(b) **Authorized Units.** The authorized Units that the Company has authority to issue consist of an unlimited number of Units. The Company will not issue certificate Units under this Agreement unless the Board otherwise determines.

(c) **Initial Capital Contributions.** The Initial Capital Contribution shall be the funding amount included in each Member's hospitals' revenue by the Health Services Cost Review Commission (HSCRC) for the initial year of operation in connection with the grant application filed by the Company under the Budget Reconciliation and Financing Act (the "BRFA Grant"). The funding amount shall reflect the anticipated revenue to be collected by the hospital from the gross revenue amount of the BRFA Grant ("Net Collections") for each hospital (the "Required Initial Contribution"). Net Collections shall be calculated as set forth in the grant funding, if so defined in the grant, and if not, by deducting from the gross grant amount the amount equal to multiplying the gross grant amount by the percentage equal to the hospital's approved markup percentage. The Required Initial Contributions shall be made monthly in advance. The Capital Contribution shall be listed on Schedule A in exchange for the corresponding Units specified on Schedule A. The Company will update Schedule A from time to time to reflect changes in Capital Contributions made by, and Units held by, Members. The capital investment will be adjusted annually prospectively in the event any Member hospitals' are unable to contribute the full grant amount awarded (net of Mark Up included in the Grant) by reason of inability to collect the full amount of Global Budgeted or Total Patient Revenue in the given year, with any underage to be paid in the following year.

(d) **Annual Capital Contributions.** The hospitals of each Member agree that each of them will make annual capital contributions to the Company of an amount equal to the Net Collections of the BRFA Grant amount put in its rates in any year by the HSCRC as part of the BRFA Grant program (the "Required Annual Contribution" and with the Required Initial Contribution, the "Required Capital Contributions"), and that failure to do so constitutes a default of the obligations of the Member under this Agreement.

(e) **Additional Contributions.** The Company will prepare as part of its annual budgetary process its need for additional funding for the following year. If the Members agree

unanimously to any capital contribution in addition to the required BRFA Grant Amounts, the capital shall be payable as set forth in the Capital Call Notice issued by the Company. Promptly after such unanimous determination by the Members that the Company is in need of funds in excess of the Company's available excess cash and anticipated BRFA Grant collections, the Company will issue the notice to the Members ("Annual Capital Call Notice") specifying the additional capital as agreed by the Members. The Members may agree to contribute amounts in addition to the BRFA Grant amounts in any year, but they cannot be compelled to make such additional capital contributions (the "Non-Required Capital Contribution") without their agreement to do so.

(i) The Company will make appropriate adjustments to each funding Member's Capital Account and Schedule A to reflect any Annual Capital Contribution made pursuant to this Section 3.1 and any adjustments provided for pursuant to Section 3.1(c), and the amount of each Member's Capital Account at the start of every year shall be its Ownership Interest in the Company.

(ii) The Company shall explore the availability of other grant funding, but any such funding shall not be a Capital Contribution.

(f) **Contribution Defaults.** If any Member fails to make any Required Capital Contribution (a "Contribution Default"), then such Member (a "Defaulting Member") will thereafter be subject, without further consent from such Member, to the provisions of this Section 3.1(f).

(i) If a Contribution Default occurs, the Board has the right to contact the Health Services Cost Review Commission to request reallocation of BRFA grant funding from the Defaulting Member to one or more of the non-Defaulting Members; and/or adjust the Budget for the year to which the default applies to reduce the expenditures under the Budget to match the adjusted sources of funds without the Defaulting Member's contribution.

(ii) If a Contribution Default occurs the Company may pursue all remedies available at law or in equity with respect to a Contribution Default by a Defaulting Member, who will be liable for and pay on demand all costs and expenses (including attorneys' fees and expenses) incurred by or on behalf of the Company in connection with the enforcement of this Section 3.1 because of the Contribution Default by such Defaulting Member.

(iii) If a Contribution Default occurs, then (A) whenever the vote, consent or decision of the Members (or any subset thereof) is required or permitted under this Agreement or under the Maryland Act, a Defaulting Member will not be entitled to participate in such vote or consent or to make such decision or be counted toward quorum in respect of any such vote, consent or decision, and such vote, consent or decision will be determined by the non-defaulting Members (or any subset thereof) in accordance with this Agreement and the Maryland Act as if the Defaulting Member were not a Member; and (B) the Defaulting Member will cease to be a "Member" for purposes of Article V and Article VI of this Agreement.

(iv) Except as otherwise expressly provided in this Section 3.1, a Defaulting Member's obligations to the Company under this Agreement will not be extinguished because of the rights or remedies contemplated by this Section 3.1.

(g) **Additional Issuances: Generally.** Except as otherwise expressly limited or required in this Agreement, and subject to Article 6, the Board may amend this Agreement, as the Board deems necessary or advisable, to issue additional Units. Whenever Units are issued after the Effective Date, the Board will amend Schedule A to reflect such additional issuances and the resulting dilution to the existing Members. Members will have no Preemptive Rights with respect to the issuance of any Units.

**3.2 Capital Accounts.** The Company will maintain a separate Capital Account for each Member. Each Member's Capital Account will be credited with (i) the amount of cash and the fair market value of any other property (net of liabilities that the Company assumes or takes subject to) contributed by that Member and (ii) that Member's share of profits and any items in the nature of income or gain that are specifically allocated to that Member. Each Member's Capital Account will be debited with that Member's share of losses and any items in the nature of losses or expenses that are specifically allocated to that Member and the amount of money and the book value of any other property distributed to that Member (net of liabilities that such Member assumes or takes subject to) pursuant to any provision of this Agreement. Despite the preceding, each Member's Capital Account will be adjusted by that Member's share of income, gain, deduction or loss described in Treas. Reg. § 1.704-1(b)(2)(iv)(g). The Capital Account balance of each Member will include that of any predecessor to that Member in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(l).

**3.3 Negative Capital Accounts.** No Member will be required to pay any other Member or the Company any deficit or negative balance that may exist from time to time in such Member's Capital Account.

**3.4 No Withdrawal.** Except as expressly provided in this Agreement, no Member is entitled to withdraw any part of such Member's Capital Contributions or Capital Account or receive any distribution from the Company.

**3.5 Loans From Members.** Loans by Members to the Company must be approved by the Board and the Members and will not be considered Capital Contributions. If a Member loans funds to the Company in excess of the capital contribution amounts required from such Member under this Agreement, then the lending of such funds will not increase the amount of such Member's Capital Account. Any such loan will be a debt of the Company to the lending Member, payable or collectible in accordance with the terms and conditions upon which the loan was made.

#### ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS

**4.1 Distributions.** To the extent funds of the Company may be available for distribution by the Company in the Board's good faith judgment, the Board may, but is not obligated to (except in the case of a distribution arising from a dissolution or liquidation described in Article XII), make distributions from time to time to the Members pro rata according to the aggregate number of Units held by each such Member immediately before such distribution.

**4.2 Capital Account Allocations.** Except as otherwise provided in Section 4.3, and except to the extent prohibited by the Code and Treasury Regulations, profits and losses for any Fiscal Year will be allocated, after the hypothetical liquidation defined in the next sentence, among the Members in such a manner that, as of the end of such Fiscal Year, the sum of (a) such Member's Capital Account, (b) such Member's share of "*partnership minimum gain*" (as defined and determined in accordance with Treas. Reg. §§ 1.704-2(b)(2) and 1.704-2(d)), and (c) such Member's share of "*partner nonrecourse debt minimum gain*" (as defined and determined in accordance with Treas. Reg. § 1.704-2(i)(2) and 1.704-2(i)(3)), will be equal to the respective net amounts, positive or negative, that would be distributed to it pursuant to Section 12.2(b) or for which it would be liable to the Company under the Maryland Act. The allocation in the immediately preceding sentence will be determined as if the Company were first to liquidate the assets of the Company for an amount equal to their book values and distribute the proceeds of liquidation pursuant to Section 12.2.

**4.3 Other Allocation Rules.** If Members acquire Units on different dates, then the Company constituent items of income, gain, loss, deduction and credit allocated to the Members for each Company

taxable year during which Members are admitted will be allocated among the Members pro rata according to the aggregate number of Units held by each such Member during such Company taxable year using any convention permitted by Code § 706 and selected by the Board. If a Member Transfers Units during a Company taxable year, then the allocation of Company constituent items of income, gain, loss, deduction and credit allocated to such Member and its Transferee for such Company taxable year will be made between such Member and its Transferee in accordance with Code § 706 as the Board determines in good faith utilizing any convention permitted by Code § 706.

**4.4 Tax Allocations Consistent with Capital Accounts.** The income, gains, losses, deductions and credits of the Company will be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts; *provided, however, that* if any such allocation is not permitted by the Code or other applicable Law, then the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Members to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

**4.5 Required Withholding.** The Company is authorized to withhold from distributions to a Member, or with respect to allocations to a Member, and pay over to applicable taxing authorities all amounts required to be withheld pursuant to the Code or other applicable Tax Laws. All amounts withheld pursuant to this Section 4.5 will be treated as amounts distributed to the relevant Member for all purposes under this Agreement.

**4.6 Tax Exempt Status of Members.** All Members are non-profit organizations, exempt from federal income tax under Code § 501(a) by reason of being organizations described in Code § 501(c)(3). To the extent possible, the Company will be managed and operated in a manner substantially related to the tax-exempt purposes of the Members within the meaning of Code § 513(a) and/or will be for the convenience of the patients of the Members so that the operations of the Company will not result in allocations of profits constituting "unrelated business taxable income" (as that term is defined in Code § 512(a)) to any of the Members. If a Member in good faith reasonably believes that its participation in the activities carried on by the Company can reasonably be expected to (a) result in or present a material risk of revocation of the federal tax-exempt status of that Member, (b) result in the Member's allocations of profits of the Company being subject to unrelated business income tax under Code § 511(a), or (c) prohibit or restrict the ability of the Member or any Affiliate of the Member to issue tax-exempt bonds, certificates of participation or other tax-exempt financial obligations, that Member will give written notice of the foregoing to the other Members. Upon receipt of such written notice, the Members will cooperate in good faith to incorporate into this Agreement and/or the operations of the Company changes intended to preserve the tax-exempt status of all Members that are tax-exempt entities and to minimize the extent to which the operations of the Company generate unrelated business taxable income for any Member or impair the ability of a Member to issue or maintain any tax-exempt obligations.

## ARTICLE V BOARD OF MANAGERS

**5.1 Management by the Board of Managers.** Except when the approval of the Members is expressly required by this Agreement or by the non-waivable provisions of the Maryland Act, and subject to Section 5.2, management of the Company's business and affairs is vested in a Board of Managers (the "Board"), including but not limited to approval of the services to be offered by the Company, the material terms of Company contracts (including but not limited to the compensation, duration and termination terms of Company contracts), the offering of products and services to Third Parties, and the entry by the Company into any participation, service or other agreements, and the exercise of any powers that the Company may have as a member, shareholder, partner or otherwise of another corporation, limited liability company, partnership, joint venture or other organization. Notwithstanding the provisions of

Section 5.2, the Board of Managers may not delegate any of its authority to act on behalf of the Company as a member, shareholder, partner or otherwise of another corporation, limited liability company, partnership, joint venture or other organization.” A member of the Board who is a Member Manager (a “Member Manager”) must be a representative of a Member as provided in Section 5.3.

**5.2 Actions by the Board; Delegation of Authority and Duties.** Except as provided in Section 5.1, in managing the business and affairs of the Company and exercising its powers, the Board may act through meetings and written consents pursuant to Section 5.5 and through any Officer(s) or Manager(s) to whom the Board delegates authority and duties pursuant to Section 5.8. Any Person, other than a Member, dealing with the Company may rely conclusively upon the power and authority of the Board and on the authority of any Officer in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith.

**5.3 Board Composition.** Each Member shall have and appoint (or remove) its own class of Member Managers, consisting of at least one person, but not to exceed three persons. Only Member Managers have the right to vote. Upon the withdrawal or removal of a Member, the related class of Member Managers will be automatically eliminated and the Member Managers in that class of Managers will be automatically removed from office. Each Manager is a “manager” as described in the Maryland Act. The original composition of the Board is set forth in Schedule 5.3. All Managers shall serve a term of one year, or until their successor is elected to take their place.

**5.4 Resignation or Removal of a Manager.** If, for any reason, a Member elects to remove one of its Member Managers, then the Person shall immediately, and without further action or notice, be deemed to have resigned as Manager and will have no further rights or obligations with respect to the Company, and that Manager position shall remain vacant until a successor is appointed by the Member to which class the Member Manager belongs.

**5.5 Meetings of and Voting by the Board.**

(a) **Regular Meetings of the Board.** Regular Board meetings will be held at such times and place as the Board may designate by resolution from time to time. Notice of regular Board meetings will not be required. The Chairperson will preside over all regular Board meetings.

(b) **Special Meetings of the Board.** Special Board meetings may be called by the Chairperson or any Member at any time with at least 76-hours’ advance notice to each Manager. Such notice need not state a purpose of such meeting or specify the business to be transacted at such meeting except as otherwise required by applicable Law or as expressly required by this Agreement. The Chairperson will preside over all special Board meetings.

(c) **Waiver of Notice.** Any Manager may waive notice of any Board meeting. The attendance of a Manager at any Board meeting will constitute a waiver of notice of such meeting, except where a Manager attends such meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully called or convened.

(d) **Quorum.** A quorum will exist at a Board meeting if at least one Manager from each class of Member Managers is present at the meeting. In the absence of a quorum at any Board meeting, the Chairperson or a majority of the Managers present may adjourn such meeting to another date, time and place with notice to the Managers given in the same manner in the case of a special meeting. If a quorum is not present at a meeting, then a majority of the Managers present may adjourn such meeting from time to time with notice to all Managers until a quorum is present.

(e) **Presumption of Assent.** A Manager who is present at a Board meeting at which action on any matter is taken will be presumed to have assented to the action taken unless an abstention or

dissent is entered in the minutes of such Board meeting or such Manager files a written abstention or dissent to such action with the Person acting as the secretary of such meeting before the adjournment of such meeting or forwards such abstention or dissent by registered mail to the Company immediately after the adjournment of such meeting. The right to abstain or dissent will not apply to a Manager who voted in favor of such action.

(f) **Participation by Electronic Means.** Any Manager may participate in a Board meeting by means of telephone conference or similar communications equipment by which all persons participating in such meeting can hear each other at the same time. Such participation will constitute presence in person at such meeting.

(g) **Written Board Actions.** Any action required or permitted to be taken at any Board meeting may be taken without a meeting if the Managers are given prior written notice of such proposed action and the Managers sufficient to approve the action pursuant to the terms of this Agreement consent thereto in writing. Reasonably prompt notice of the taking of any action without a meeting by less than unanimous written consent, together with a copy of the action taken, will be given to those Managers who have not consented in writing.

(h) **Voting.** Except as otherwise required by the Maryland Act or this Agreement and subject to the matters reserved to approval by the Members by the Act or Article 6 of this Agreement, each Member Manager will be entitled to vote upon all matters submitted to the Board to which he or she is entitled to vote. Member Managers shall vote as a block, voting their number of Manager votes for such Member as a vote of all of the Member Managers elected by such Member. The Member Managers shall be the only Managers entitled to vote.

(i) A vote of one hundred percent (100%) of all votes entitled to be cast is required for approval of the following:

- (A) Annual Operating Budget, including contributions and expenditures.
- (B) Expenditures not contained in an approved Budget.
- (C) Any other vote concerning the expenditure of money.
- (D) Appointment of an Executive Director or any non-Board officer.
- (E) Selection of the Company auditor.

(ii) All other matters shall require a majority vote.

## **5.6 Advisory Committee.**

(a) The Board may initiate the work of the Company through an Advisory Committee, comprised of such number of Managers and other Member representatives and advisors and community members as the Board deems appropriate from time to time; provided, however, that each Member has the right to designate one voting member of the Advisory Committee. The Advisory Committee will coordinate the (i) identification and development of Company projects and related annual work plans and goals, (ii) identification and communication of project issues to the Board, (iii) provision to the Board of ongoing status reports for project implementation, including the submission of periodic progress reports regarding the attainment of Board-established project goals, (iv) such other project development matters as the Board may delegate from time to time; and (v) serve as the sounding board for input and communication of the views and needs of the community. The Advisory Committee shall meet

at least quarterly. The original Members of the Advisory Committee are listed on Schedule 5.6. The Advisory Committee shall adopt such rules as it deems appropriate to govern its activities subject to the provisions of the Advisory Committee Charter appended hereto as EXHIBIT A.

(b) The Advisory Committee shall meet separately from the Board and provide advice and recommendations to the Board. The Advisory Committee shall have a nominating committee which shall present a slate of officers to the Board for approval. The Board shall have the right to reject a nominee, but not to appoint an officer of the Advisory Committee. Additional member entities can serve if approved by the Board, but the number of entities in the Advisory Committee shall not exceed 35 entities (not counting affiliates of such entities and governmental representatives) without approval by the Board. Advisory Committee members or their representatives may serve on any committee of the Board except the Executive Committee.

### **5.7 Other Committee.**

(a) Executive Committee. The Board may appoint an Executive Committee consisting of one Member Manager from each Member, appointed by such Member. The Executive Committee may take any action the Board may take, subject to the voting requirements in Section 5.5.

(b) The Board will form a Budget and Compliance Committee, or additional committees as the Board deems appropriate from time to time; provided, however, that each Member has the right to appoint one voting member of each such committee. Any such additional Board committee, to the extent provided in Board resolutions, may have and exercise any powers and authority of the Board.

(c) With respect to each committee formed by the Board, the Board may adopt, or delegate to such committee the authority to adopt, such additional committee governance rules and regulations (including regulations regarding committee chairpersons, quorum, voting requirements, etc.) as the Board deems appropriate from time to time. The Board may dissolve any committee except the Advisory Committee at any time.

(d) Other than the Executive Committee, committee members do not have to be Managers.

### **5.8 Board Chairperson.**

(a) At its first meeting, the Board will elect one of the Member Managers to serve as the initial Chairperson to serve for a term of one year. The Board will elect a successor Chairperson from among the Managers appointed by one of the other Original Members. It is the intent of the Members that the Chairperson position should rotate among Member Managers from the various Members. Each succeeding Chairperson will correspondingly be elected, provided that no Chairperson shall be elected from a Member that has already had a Chairperson elected until all Members have had a Chairperson serve.

(b) After a Chairperson has served from each class of Managers, the election of Chairpersons will recycle through the classes of Managers in accordance with Section 5.8(a) for the remainder of the Company's existence; *provided, however, that:*

(i) if an Additional Member is admitted to the Company, then the order of Chairperson elections pursuant to this Section 5.8 will automatically be adjusted to include the election of one of the Member Managers appointed by such Additional Member to serve as Chairperson for a one-year term immediately after each of the Original Members has had one Chairperson elected from among the Member Managers appointed by the Original Member; and

(ii) as more Additional Members are admitted to the Company, the order for the election of Chairpersons will similarly be adjusted to incorporate the sequential election of Chairpersons from among the Member Managers appointed by such Additional Members in the chronological order of the Additional Members' admissions.

Each Chairperson will serve for a term of one year or until the earlier of such Chairperson's death, resignation or removal. If a Chairperson (or such Person's successor) dies, resigns or is removed, then the Board will elect a new Chairperson from among the Member Managers appointed by the same Member that appointed such Person to serve for the remainder of such Chairperson's term.

**5.9 Officers.** Officers of the Company may be elected by the Board and may consist of a president, one or more vice-presidents, a treasurer, a secretary, and such other officers and assistant officers as the Board deems necessary or desirable (collectively, the "Officers"). One Person may hold multiple offices. An Officer will hold office until such Officer dies, retires, resigns or is removed in accordance with this Agreement. The Board may remove an Officer at any time for any reason; any such removal will be effective upon the Board's receipt of written notice of such removal. The Board may fill any vacancy occurring because of an Officer's death, resignation or removal for the unexpired portion of the vacant term. The Board may, in its sole discretion, choose not to fill any office for any period of time. The Board will fix the compensation of all Officers, and no Officer will be prevented from receiving such compensation by virtue of such Officer also being a Manager. Officers, assistant officers and other agents, if any, other than those whose duties are provided for herein may have such authority and perform such duties as the Board may prescribe from time to time. No officer may exercise on behalf of the Company any of the Company's powers as member, shareholder, partner or otherwise of another corporation, limited liability company, partnership, joint venture or other organization unless explicitly granted such power by the Board. In the performance of their duties as Officers, the Officers will not owe the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under Maryland Law.

**5.10 Power to Bind Company.** No Manager (acting in his or her capacity as such) has any authority to bind the Company to any Person with respect to any matter except pursuant to a resolution duly adopted by the Board and expressly authorizing such action.

**5.11 Purchase of Units.** The Board may cause the Company to purchase or otherwise acquire Units or other securities of the Company or may purchase or otherwise acquire Units or other securities on the Company's behalf. As long as such Units or other securities of the Company are owned by the Company or on its behalf, such securities will not be considered outstanding for any purpose.

**5.12 Limitation of Duties.** No Manager (in such Person's capacity as a Manager) has any duties (including fiduciary duties) or corresponding liabilities to the Company, the Members or the other Managers, except as specifically and expressly provided in this Agreement and except for implied covenants of good faith and fair dealing under applicable Law.

**5.13 Liability of Managers.** Managers will not be (a) personally liable for any debts, obligations or liabilities of the Company (including any debts, obligations or liabilities arising under any Order), (b) obligated to cure any Capital Account deficit, (c) required to return any Capital Contribution, or (d) required to lend any funds to the Company.

**5.14 Member Business Advisors.** Each Member may appoint, at its own expense, such business advisors (including financial advisors, attorneys, accountants and other representatives and consultants) to support the Company's activities. With the consent of each other Member's chief executive officer, such business advisors may attend Board and Board committee meetings, but will have no voting rights.

**5.15 Payment.** No Manager shall be compensated by the Company for their service on the Board, although approved expenses may be reimbursed.

## **ARTICLE VI RIGHTS AND OBLIGATIONS OF MEMBERS**

**6.1 Unanimous Member Approvals.** In addition to Board approval, the unanimous approval of the Members is required for:

- (a) the adoption, amendment or restatement of any Governing Document of the Company or any Company Subsidiary;
- (b) additional capital contributions other than Required Contributions;
- (c) the approval of the Transfer of Units as specified in Article IX;
- (d) the admission of Additional Members as specified in Section 10.2;
- (e) the removal of Members as specified in Section 11.2(h);
- (f) the adoption or amendment of the strategic plan of the Company or any Company Subsidiary; and
- (g) the creation of a Company Subsidiary.
- (h) the incurrence of indebtedness or the guaranty or other assumption of liability by the Company, other than trade payables to non-Affiliates incurred in the ordinary course of business;
- (i) the (i) voluntary commencement of any bankruptcy or insolvency proceeding on behalf of the Company or any Company Subsidiary or the admission to any allegations in any such proceeding brought against the Company or any Company Subsidiary or (ii) voluntary liquidation, dissolution or winding up of the Company or any Company Subsidiary; and
- (j) the dissolution of the Company as specified in Section 12.1.

### **6.2 Deliberately Left Blank.**

**6.3 Limitation of Liability.** Except as otherwise required by the Maryland Act, the Company's debts, obligations and liabilities (whether arising in contract, tort or otherwise) are solely debts, obligations and liabilities of the Company, and no Member is personally obligated for any such debt, obligation or liability solely because such Member is a Member or acting as a Member. Except as otherwise provided in this Agreement, a Member's liability as a Member for the Company's liabilities and losses is limited to such Member's share of the Company's assets; *provided that* a Member will be required to return to the Company any distribution received in a clear and manifest accounting or similar error. The immediately preceding sentence constitutes a compromise to which all Members have consented within the meaning of the Maryland Act. Any contrary provision in this Agreement notwithstanding, the Company's failure to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Maryland Act will not be grounds for imposing on the Members personal liability for liabilities of the Company.

**6.4 Lack of Authority.** No Member, in its capacity as such, has the authority or power to (a) act for or on behalf of the Company in any manner, (b) take any action that would be (or could be construed as) binding on the Company, or (c) make any expenditures on behalf of the Company. The

Members expressly consent to the exercise by the Board of the powers conferred on it by this Agreement and applicable Law.

**6.5 No Right of Partition.** No Member may seek or obtain partition (by court decree or operation of law) of any Company property or the right to own or use particular or individual assets of the Company.

**6.6 Member Action.** Unless otherwise required in this Agreement or by applicable Law, the affirmative vote of the Members as set forth above in Sections 6.1 or 6.2 will be the act of the Members.

(a) **Meetings of the Members.** A Members meeting may be called (i) by the Board or any Member, and (ii) after delivery of at least five days' advance written notice to all Members, stating all purposes for which such meeting is called. An action by the Members entitled to vote therefor or consent thereto at any Members meeting (however called and noticed) will be valid as if such action were taken at a meeting duly held after regular call and notice, if the Members entitled to vote or consent to the action to be taken at such meeting sign a written waiver of notice, consent to the holding of such meeting, or approve the minutes of such meeting.

(b) **Written Member Actions.** Any action required or permitted to be taken at any Members meeting may be taken without a meeting if (i) the Members are given prior written notice of such proposed action, (ii) the number of Members sufficient to approve the action pursuant to the terms of this Agreement consent to such action in writing, and (iii) the written consents are filed with the minutes of proceedings of the Members. Reasonably prompt notice of the taking of any action taken without a meeting by less than unanimous written consent, together with a copy of the action taken, will be given to those Members who have not consented in writing.

**6.7 Strategic Opportunities and Conflicts of Interest.** Nothing in this Agreement requires any of the Members and their Affiliates to pursue any activity through the Company or prohibits the Members and their Affiliates from engaging in any collaborative activity or obtaining any service from any Person who is or is not a Member, an Affiliate of a Member or part of an affiliation among Members, and the involvement of any Member, Manager, Officer or Affiliate thereof in any such activity or service relationship will not constitute a conflict of interest with respect to the Company or any Member, Manager or Officer. The Member, Managers and Officers and their Affiliates may engage in other activities or ventures of any nature, independently or with other Persons (including other Members, Managers and Officers and their Affiliates). None of the Members, Managers, Officers of the Company and their Affiliates is obligated (by virtue of this Agreement, their investments in the Company or their service as a Member, Manager or Officer) to inform or present to the Company or any other Member, Manager, Officer or any of their Affiliates any particular acquisition, collaboration, investment or other opportunity, and none of the Members, Managers, Officers and their Affiliates will acquire or be entitled to any interest or participation in any such opportunity by virtue of the participation therein by any Member, Manager, Officer or Affiliate thereof.

**6.8 Dispute Resolution.** In the event of any dispute regarding the rights and obligations of the Members under this Agreement, prior to asserting a claim in any court or other tribunal, a Member will provide written notice to the other Members identifying such dispute. For a period of sixty (60) days after the delivery of such notice, the Chief Executive Officers (or their appointee) of the Members shall meet informally to resolve the dispute. If this effort is unsuccessful, a Dispute Resolution Committee consisting of the Chairpersons of the Members shall meet for an additional sixty (60) day period. During both sixty-day periods, the individuals meeting will act in good faith to seek a resolution acceptable to all of the Members. If the Members have not reached a mutually satisfactory resolution after exhaustion of the above processes, each Member retains the right to bring legal or action in an appropriate forum, and

none of the discussions or other communications among the Members during these two sixty-day periods will be used in evidence during any subsequent dispute resolution process.

## **ARTICLE VII BOOKS, RECORDS, ACCOUNTING AND REPORTS**

**7.1 Records and Accounting.** The Company will keep appropriate books and records with respect to the Company's business, including such books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to this Article VII or applicable Law. The Board will have discretion to make in good faith all determinations in respect of the relative amount of allocations and distributions among the Members pursuant to Article III or Article IV, accounting procedures and determinations, and other issues not specifically and expressly addressed in this Agreement, and any such determination by the Board will be final and bind the Members absent manifest clerical error. The Board shall commission an audit in any year.

**7.2 Fiscal Year.** The fiscal year (the "Fiscal Year") of the Company is the 12-month period ending on [June 30<sup>th</sup>] of each calendar year (or such other date as the Board determines with written notice to the Members).

**7.3 Reports.** The Company will use commercially reasonable efforts to deliver or cause to be delivered, within 90 calendar days after the end of each Fiscal Year (subject to any delay in receiving the necessary information from any Subsidiary), to each Person who was a Member at any time during such Fiscal Year all information necessary for the preparation of such Person's United States federal and state income Tax Returns, including such Member's K-1 for such Fiscal Year.

## **ARTICLE VIII TAX MATTERS**

**8.1 Preparation of Tax Returns.** The Company will arrange for the preparation and timely filing (including extensions) of all Tax Returns required to be filed by the Company.

**8.2 Tax Elections.** The Taxable Year is the Fiscal Year set forth in Section 7.2. The Board will determine in good faith whether to make or revoke any available election pursuant to the Code, including elections under Code § 754. The Company will make the basis adjustments, if any, as may be required under Code § 734 and Code § 743 in the absence of a Code § 754 election. Each Member will supply, upon request, any information necessary to give proper effect to any such election.

**8.3 Tax Controversies.** Doctors Health System is hereby designated as the initial Tax Matters Partner. The Tax Matters Partner may be removed and replaced by any other Member upon the affirmative vote of 76% the Membership Interests. The Tax Matters Partner is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities (including resulting administrative and judicial proceedings) and to expend Company funds for management services and reasonably incurred expenses in connection therewith. The Tax Matters Partner will not be required to incur any expenses for the preparation for, or pursuance of, administrative or judicial proceedings, unless the Company, at the election of the Tax Matters Partner, either (i) advances funds for the payment of such expenses or (ii) undertakes to reimburse such expenses in full. Each Member will cooperate with the Company and do or refrain from doing anything reasonably requested by the Company with respect to the conduct of such proceedings. The Tax Matters Partner will keep all Members informed of the progress of any examinations, audits or other proceedings and use commercially reasonable efforts to consult with the other Members before taking any material action in its capacity as the Tax Matters Partner, and all Members may participate in any such examinations, audits or other proceedings.

**ARTICLE IX  
TRANSFER OF MEMBERSHIP INTERESTS**

**9.1 Transfer to an Affiliate; Transfer to a Third Party; Notice of Potential Change of Control Transfer.** Unless otherwise approved by all of the other Members, no Member may, directly or indirectly, Transfer any interest in Units except to a successor parent Affiliate.

(a) **Transfer to an Affiliate.** A Member transferring Units to a successor parent Affiliate will give written notice of such Transfer to the Company and the other Members as promptly as practicable before such Transfer, identifying the successor parent Affiliate and describing in reasonable detail the circumstances underlying the Transfer. The successor parent will assume all rights and responsibilities of Member.

(b) **Transfer to a Third Party.** A Member desiring to, directly or indirectly, Transfer Units to a Third Party that is not a successor parent Affiliate, including but not limited to any Transfer resulting from a change in control of the Member, will give written notice of such Transfer to the Company and the other Members as promptly as practicable before such Transfer, identifying the successor system parent Third Party and describing in reasonable detail the circumstances underlying the Transfer. Within 30 calendar days after the Company's receipt of such notice, the other Members will convene a special meeting and by unanimous affirmative vote of the other Members (determined exclusive of the Transferring Member and the successor system parent Third Party) either (a) acknowledge and affirm the occurrence of such Transfer and the admission of the successor system parent Third Party as a Substitute Member effective as of the date when the change in control or other corporate transaction occurs, if later than the date of such vote or (b) remove the successor system parent Third Party from the Company pursuant to Section 11.2(h), thereby triggering the application of the provisions for transition set forth in Sections 11.3 through Section 11.6.

(c) **Notice of Potential Change in Control Transfer.** A Member will provide notice to the Company and the other Members within thirty (30) days (or such later time as permitted in the event that disclosure within 30 days is prohibited by terms of the agreement) following entering into a binding written agreement that will result in a change in control of the Member (or its Affiliated hospital facilities), including but not limited to any sale of assets, merger, substitution of member or other form of change of control transaction to, with or into a Third Party, or conversion to for-profit status.

Any contrary provision in this Agreement notwithstanding, no Transfer of Units will be effective and recognized on the books of the Company unless the Transferee meets the qualification requirement set forth in Section 3.1(a) and the Transferee executes and delivers to the Company a counterpart to this Agreement, pursuant to which such Transferee agrees to be bound by the provisions of this Agreement, and otherwise complies with the requirements of this Article IX.

**9.2 Effect of Transfer.** Any Member who Transfers Units will cease to be a Member with respect to such Units and will cease to have any rights or privileges as a Member with respect to such Units. Any Transferee acquiring Units, whether or not such Person has accepted and adopted in writing the terms and provisions of this Agreement, will be deemed by accepting the benefits of the Transferred Units to have agreed to be subject to and bound by all terms and conditions of this Agreement to which the Transferor of such Units was subject or by which such Transferor was bound.

**9.3 Void Transfers.** Any Transfer of Units in contravention of this Agreement (including the failure of the Transferee to execute a counterpart of this Agreement in accordance with the second sentence of Section 9.1) or that would cause the Company not to be treated as a partnership for U.S. federal income tax purposes will be void and ineffectual and will not bind or be recognized by the Company or any other Person.

**9.4 Transfer Fees and Expenses.** The Transferor and Transferee of any Units will be jointly and severally obligated to reimburse the Company for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

## **ARTICLE X ADMISSION OF MEMBERS**

**10.1 Substituted Members.** If a Member Transfers Units in a Transfer permitted by this Agreement, then, subject to Article IX, the Transferee will become a Substituted Member on the effective date of such Transfer. The Board will reflect the admission of a Substituted Member on the Company's books and records.

**10.2 Additional Members.** A Person may be admitted to the Company as an Additional Member only upon (a) the unanimous approval of the Members, and (b) the Company's receipt from such Person of (i) a joinder in form satisfactory to the Board, whereby such Person agrees to be party to this Agreement and bound by all of its terms and conditions and (ii) such other documents or instruments as may be necessary or appropriate to effect such Person's admission as a Member. The admission of an Additional Member will be effective as of the date on which such conditions have been satisfied, as reasonably determined by the Board. The Board will reflect the admission of an Additional Member on the Company's books and records.

## **ARTICLE XI WITHDRAWAL AND REMOVAL OF MEMBERS**

**11.1 Voluntary Withdrawal.** Unless the remaining Members otherwise agree in writing, no Member may voluntarily resign or withdraw until December 31, 2017. Thereafter, a Member may voluntarily resign or withdraw from the Company upon one year's prior written notice to the Company and the other Members. Any such voluntary withdrawal will be effective one year following the Company's receipt of a voluntary withdrawal notice.

**11.2 Withdrawal Event/Removal.** Unless the other Members otherwise agree in writing within thirty (30) days of its occurrence, each of the following events will constitute a withdrawal event:

(a) such Member or its hospital subsidiary dissolves or liquidates, or loses its status as a tax-exempt entity as required in section 4.6;

(b) such Member or its hospital subsidiary (i) applies for or consents to the appointment of a receiver, trustee, custodian, intervenor or liquidator or other similar official for itself or all or substantially all of its assets, (ii) files a voluntary petition in bankruptcy, admits in writing that it is unable to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) files a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (v) files an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization, or insolvency proceeding or (vi) takes any limited liability company action for the purpose of effecting any of the foregoing;

(c) an involuntary proceeding is commenced against such Member or its hospital subsidiary seeking bankruptcy or reorganization of such Member or its hospital subsidiary or the appointment of a receiver, trustee, custodian, intervenor, liquidator or other similar official for such Member or hospital subsidiary, or all or substantially all of the assets thereof, and such proceeding is not dismissed within 90 calendar days after the filing thereof, or

(d) an order, judgment or decree is entered by any court of competent jurisdiction approving a petition or complaint seeking reorganization of such Member or its hospital subsidiary or appointing a receiver, trustee, custodian, intervenor, liquidator or other similar official for such Member or hospital subsidiary, or all or substantially all of the assets thereof, and such order is not dismissed within 90 calendar days after the entry thereof.

(e) any of the Units held by such Members become subject to the enforcement of any creditor rights by any of such Members' creditors, and such enforcement action is not dismissed within 90 calendar days;

(f) such Member or its hospital subsidiary is excluded from participation in any "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) (including Medicare, Medicaid, TRICARE and similar or successor programs with or for the benefit of any governmental authority) or other debarment from contracting with any governmental authority;

(g) such Member fails to make timely any Required Capital Contribution and provides timely notice of withdrawal to the Company in accordance with Section 3.1(d)(ii) of this Agreement (in which case, the Withdrawal Event will be deemed to have occurred upon receipt of such notice of withdrawal); or

(h) the Members (excluding the Member being removed) unanimously vote to remove such Member because of (1) the repeated refusal of the Member (or its representatives on the Board) to participate in meetings of the Board, (2) the Member fails to participate in activities approved by and funded by the Board, (3) conduct on the part of such Member that significantly damages the reputation of the Company, results in the criminal conviction of such Member or a fiduciary of the Member, or other good cause.

A Member shall deliver written notice to the Company and the other Members promptly (and in any event within 30 calendar days) after the occurrence of any event listed in Section 11.2(a) through Section 11.2(f), specifying in reasonable detail the circumstances of such Withdrawal Event. If a Member fails to timely deliver such notice, then the other Members may, but are not required to, treat such notice as having been made on the 30th calendar after the event requiring such notice or such other date as they deem appropriate and proceed with the Company's repurchase rights pursuant to Section 11.3 and the provisions of Section 11.4 through Section 11.6, accordingly. The other Members shall deliver written notice to the Company and the subject Member promptly (and in any event within 30 calendar days) after taking action with respect to the occurrence of any event listed in Section 11.2(g) or Section 11.2(h), specifying in reasonable detail the circumstances of such Withdrawal Event and proceed with the Company's repurchase rights pursuant to Section 11.3 and the provisions of Section 11.4 through Section 11.6, accordingly.

**11.3 Repurchase of Securities After a Withdrawal Event.** The Members agree that there will be no repayment of Capital Account or other payment made to any Member in the event of a Withdrawal Event, and the interests of the Withdrawing Member shall be forfeited as of the date of Withdrawal.

**11.4 Outstanding Obligations and Liabilities.** Except to the extent otherwise provided in Section 3.1(f)(iii), a Withdrawal Event notwithstanding, a withdrawing Member will remain liable for its portion of Capital Contributions required to fund the Company's operating budget for the fiscal year in which the Withdrawal Event occurs.

**11.5 Loss of Member Status upon Withdrawal.** Upon the occurrence of a Withdrawal Event described in Section 11.2, the withdrawing Member will automatically and immediately cease to be

a Member, and such former Member and its assignee will not be entitled to participate in the governance, management or operations of the Company or otherwise exercise any rights of a Member by virtue of owning such former Member's Units, except to the extent necessary to enforce the repurchase of such Member's Units. Upon the delivery of a notice of resignation or withdrawal, as set forth in Section 11.1, such withdrawing or resigning Member will cease to be a "Member" for purposes of Article V and Article VI of this Agreement. Upon the effectiveness of a voluntary withdrawal or resignation, the withdrawing or resigning Member will automatically and immediately cease to be a Member, and such former Member and its assignee will not be entitled to participate in the governance, management or operations of the Company or otherwise exercise any rights of a Member by virtue of owning such former Member's Units, except to the extent necessary to enforce the repurchase of such Member's Units.

**11.6 Withdrawal Process.** The Members acknowledge that the withdrawal of a Member may impact the operations and financial condition of the Company, and may adversely impact the Company's ability to perform its contractual obligations. Accordingly, the withdrawing Member and the Company agree to engage, starting as soon as possible after the Company's receipt of the voluntary withdrawal notice under Section 11.1, written notice to the Company and the other Members after the occurrence of any event listed in Section 11.2(a) through Section 11.2(f), or the other Members delivery of written notice to the Company and the subject Member after taking action with respect to the occurrence of any event listed in Section 11.2(g) or Section 11.2(h), in good faith discussions with respect to an agreement setting forth the specific post-withdrawal requirements and obligations of the withdrawing Member ("withdrawal agreement"). If a withdrawal agreement is agreed upon and executed prior to the effective date of the withdrawal, its terms will supersede the provisions contained in this Agreement. If no withdrawal agreement is agreed to and executed within that time, the provisions of Section 11.3 through Section 11.6 will govern the withdrawal process and the Member will comply with all reasonable requirements the Company imposes on the withdrawing Member to mitigate such results, including, for example, continued participation in Company activities on the then existing terms and conditions for a period of up to ninety (90) days beyond such Member's withdrawal; provided that the Company may not impose any new obligations on the withdrawing Member.

## **ARTICLE XII DISSOLUTION AND LIQUIDATION**

**12.1 Dissolution.** The initial term of the Company will be from the date of this Agreement and expiring on December 31, 2018, unless the Members approve by a vote of seventy-six percent (76%) of the then Members (excluding any Withdrawing Members) to continue the Company for an additional three year term. A dissolution of the Company will not occur because of a Withdrawal Event or the admission of Additional Members or Substituted Members. The Company will dissolve and its affairs will be wound up after the earlier of (a) the Board's determination to dissolve the Company; (b) the approval of the Members, and (c) the entry of a decree of dissolution of the Company under Section 4A-903 of the Maryland Act. If the Company has only one Member, then the Company will be dissolved in accordance with this Article XII.

**12.2 Liquidation and Termination.** Upon the dissolution of the Company, the Board will act as liquidator or may appoint any other Persons to serve as liquidators. The Company's liquidators will proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Maryland Act. The Company will bear the costs of liquidation as a Company expense. Until final distribution, the Company's liquidators will operate the Company's properties with all power and authority of the Board.

(a) To effect the liquidation of the Company, the Company's liquidators will:

(i) pay, satisfy or discharge from the Company assets all debts, liabilities and obligations of the Company (including expenses incurred in liquidation) or otherwise make adequate provision for the payment, satisfaction or discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the Company's liquidators reasonably determine);

(ii) as promptly as practicable thereafter, (i) determine the fair market value of the Company's remaining assets (including, without limitation, Company-Owned Intellectual Property) (the "Liquidation Assets"), (ii) determine the amounts to be distributed to each Member in accordance with Section 12.2(a)(iii), and (iii) deliver to each Member a statement (the "Liquidation Statement") setting forth the fair market value of the Liquidation Assets and the amount and recipients of such distributions; and

(iii) thereafter the Company's liquidators will promptly distribute the Company's Liquidation Assets to the holders of Units in accordance with Section 4.1.

(b) In making distributions under Section 12.2(a)(iii), the Company's liquidators will allocate each type of Liquidation Assets (i.e., cash or cash equivalents, securities, etc.) among the Members ratably based upon the aggregate amounts to be distributed with respect to the Units held by each Member. To the extent that securities are distributed to any Members in connection with the liquidation, such Members hereby agree to enter into an equity holders agreement with the Company and the other Members restricting the Transfer of such securities and including other provisions (including with respect to the governance and control of the issuer of such securities) comparable to the Transfer restrictions and provisions of this Agreement (including Article IX). The distribution of cash and/or property to a Member in accordance with the provisions of Section 12.2(a)(iii) will constitute a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all the Company's property and will constitute a compromise to which all Members have consented within the meaning of the Maryland Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

**12.3 Cancellation of Certificate.** After the distribution of Company assets as provided herein, the Company will be terminated and the Board (or such other Person as the Maryland Act may require or permit) will file a certificate of cancellation with the Maryland Secretary of State, cancel any other filings made pursuant to this Agreement that are or should be canceled, and take such other actions as may be necessary or advisable to terminate the Company. The Company will continue in existence for all purposes of this Agreement until terminated pursuant to this Section 12.3.

**12.4 Reasonable Time for Winding Up.** The Members will allow a reasonable amount of time for the orderly winding up of the Company's business and affairs and the liquidation of its assets pursuant to Section 12.2 to minimize any losses otherwise attendant upon such winding up.

**12.5 Return of Capital.** The return of Capital Contributions to the Members will be made solely from Company assets and the Company's liquidators or other Members in the event of dissolution will not be personally liable for the return of Capital Contributions.

**ARTICLE XIII**  
**OWNERSHIP OF INTELLECTUAL PROPERTY**  
**LICENSE GRANTS AND RESTRICTIONS**

**13.1 Use of Intellectual Property.** The Company may apply for protection for any of its claims for intellectual property rights (“Intellectual Property”), including trademarks or similar protections, under state or federal law. Company hereby grants to all the Members and their Affiliates and ACOs a perpetual, non-exclusive, non-transferable, royalty-free, irrevocable license to access, copy, use, modify, combine with other intellectual property, and create improvements from, any such protected Intellectual Property. Any Member may propose at any time to license any of its intellectual property to the Company for the use of the Company, the other Members and their Affiliates and ACOs in accordance with the terms of a license agreement to be negotiated between the parties.

**13.2 Restrictions.**

(a) **Use of Licensed Trademarks.** Each of the Parties acknowledges and agrees that the trademarks, service marks, certification marks, collective marks, logos, symbols, slogans, trade dress, trade names (including social network user account names), corporate names, domain names, other source or business identifiers (and all translations, adaptations, derivations and combinations of the foregoing) of the Company and its Affiliates, together with all of the goodwill of the business associated with each of the foregoing (the “Trademarks”), represents the valuable goodwill and reputation of the Company or its Affiliates and serves as an indicator of a high quality of healthcare and related services offered by the Company or its Affiliates. Each of the Parties acknowledges and agrees that it is of great importance that these high standards and reputations be maintained. Accordingly, each party agrees that all use of the Trademarks of the Company and all services provided in connection with such Trademarks by itself or by its Affiliates, ACOs or Subsidiaries will (i) be of high quality in keeping with the reputation of each Party, and (ii) comply with all applicable Laws, standards and requirements, including standards set by the Company from time to time. No Party will or will permit any of its Affiliates, ACOs or Subsidiaries to, either during or subsequent to the term of this Agreement, use, advertise, promote or register any certification mark, trademark, service mark, trade name, insignia, logo or other mark that is confusingly similar to or a colorable imitation of any of the Trademarks.

(b) **Limitations on Use of Licensed Intellectual Property.** No Party may license or transfer any of the license rights or interests granted to it under this Article XIII for a fee or otherwise, to any Third Party without the prior written consent of the Company.

(c) **Termination.**

(i) The perpetual license granted pursuant to Section 13.1 will be subject to termination by the Company only in the event of a material breach by the applicable licensee of its obligations under this Agreement.

(ii) This Article XIII will survive and continue in full force and effect in accordance with its terms indefinitely beyond termination of this Agreement; provided, however, that any license with respect to Trademarks shall terminate for all Members immediately upon termination of this Agreement and for any one Member immediately upon that Member ceasing to be a Member.

**ARTICLE XIV**  
**GENERAL PROVISIONS**

**14.1 Expenses.** Except to the extent expressly authorized in this Agreement, each Member will pay all expenses (including attorneys’ fees and expenses) incurred by such Member and its

designated Managers in connection with the formation, management and operation of the Company and the other Company Group entities.

**14.2 Notices.** All notices and other communications required or permitted under this Agreement (a) must be in writing, (b) will be duly given (i) when delivered personally to the recipient, (ii) one Business Day after being sent to the recipient by nationally recognized overnight private carrier (charges prepaid), or (iii) four Business Days after being mailed to the recipient by certified or registered mail (postage prepaid and return receipt requested), and (c) sent to the recipient's address on the Company's books and records or to such other address as the recipient may designate by notice given in accordance with the provisions of this Section 14.2. All notices to the Board or the Company must be sent to the Company's principal office as designated in Section 2.5.

**14.3 Further Action.** The Members agree to execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

**14.4 Title to Company Assets.** Company assets are deemed to be owned by the Company as an entity, and no Member, individually or collectively, has any ownership interest in any Company asset or any portion thereof. Legal title to Company assets may be held in the name of the Company or one or more nominees, as the Board may determine. Any Company assets for which legal title is held in the name of any nominee will be held in trust by such nominee for the use and benefit of the Company in accordance with the provisions of this Agreement. The Company will record all Company assets as property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held.

**14.5 Entire Agreement.** This Agreement constitutes the complete agreement and understanding among the Members regarding the subject matter of this Agreement and supersedes any prior understandings, agreements or representations regarding the subject matter of this Agreement.

**14.6 Amendments.** Subject to the right of the Board to amend this Agreement as expressly permitted in this Agreement, the provisions of this Agreement may be amended, modified, or waived only with the unanimous written consent of all of the Members; *provided that* (a) no such amendment, modification or waiver may amend, modify or delete the rights of a particular class of Units without the prior written consent of the Members holding a majority of all such Units held by all Members; *and* (b) no such amendment, modification or waiver may amend, modify or delete the rights of a particular Member without the prior written consent of such Member unless the amendment, modification or waiver equally affects the holders of such class of Units with respect to that class of Units.

**14.7 Non-Waiver.** The parties' respective rights and remedies under this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party to this Agreement in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving party to this Agreement. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a party to this Agreement will constitute a waiver of any obligation of such party or the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

**14.8 Binding Effect; Benefit; Creditors.** This Agreement will inure to the benefit of and bind the Members and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, may be construed to give any Person other than the Members and their respective

successors and permitted assigns any right, remedy, claim, obligation or liability arising from or related to this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Members and their respective successors and permitted assigns. No provision of this Agreement may be construed as for the benefit of or enforceable by any Company creditor or its Affiliates, and no creditor making a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the express terms of a separate agreement executed by the Company in favor of such creditor), as a result of making the loan any direct or indirect interest in Company profits, losses, distributions, capital or property other than as a secured creditor.

**14.9 Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**14.10 References.** The headings of Articles and Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. Unless otherwise provided, references to “*Article(s)*,” “*Section(s)*,” and “*Schedule(s)*” refer to the corresponding article(s), section(s), and schedule(s) of or to this Agreement. Each Schedule is hereby incorporated into this Agreement by reference. Reference to a statute refers to the statute, any amendments thereto or successor legislation, and all regulations promulgated under or implementing the statute, as in effect at the relevant time. Reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date.

**14.11 Construction.** Each party to this Agreement participated in the negotiation and drafting of this Agreement, assisted by such legal and tax counsel as it desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all parties to this Agreement and not in favor of or against any party to this Agreement. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms “include” and “including” indicate examples of a predicate word or clause and not a limitation on that word or clause.

**14.12 Governing Law.** THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

**14.13 Consent to Jurisdiction.** The Company and each Member hereby (a) agrees to the exclusive jurisdiction of any state court within Prince George’s County, Maryland or, if it can obtain jurisdiction, the United States District Court for the District of Maryland (and the appropriate appellate courts) with respect to any claim or cause of action arising under or relating to this Agreement, (b) waives any objection based on *forum non conveniens* and waives any objection to venue of any such suit, action or proceeding, (c) waives personal service and process upon it, and (d) consents that all services of process be made by registered or certified mail (postage prepaid, return receipt requested) directed to it in accordance with Section 14.2 and service so made will be complete when received. Nothing in this Section 14.13 will affect the rights of the Company or any Member to serve legal process in any other manner permitted by applicable Law.

**14.14 Waiver of Trial by Jury.** EACH MEMBER HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING (ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIPS AMONG THE PARTIES ESTABLISHED HEREBY.

**14.15 Equitable Relief.** Because a breach or threatened breach of any covenant contained in this Agreement by a party to this Agreement would cause the non-breaching parties to suffer immediate and irreparable harm that could not be fully remedied with the payment of monetary damages, a non-breaching party will be entitled to specific performance, preliminary and permanent injunctive relief and other available equitable remedies, in addition to any other remedies available, to restrain a breach or threatened breach of any covenant contained in this Agreement, without the need to post bond or other security.

**14.16 Acknowledgements.** Each Member and Additional Member acknowledges that:

(a) the determination of such Member or Additional Member to acquire Units has been made by such Member or Additional Member independent of any other Member and any statements or opinions regarding the advisability of such acquisition or the properties, business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member; and

(b) no other Member has acted as an agent of such Member or Additional Member in connection with making its investment under this Agreement, and no other Member will be acting as an agent of such Member or Additional Member in connection with monitoring its investment under this Agreement; and

[CONTINUED ON NEXT PAGE]

**14.17 Counterparts.** The Members may execute this Agreement in multiple counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. The Members may deliver executed signature pages to this Agreement by facsimile or email transmission. No Member may raise as a defense to the formation or enforceability of this Agreement, and each Member forever waives any such defense, either (a) the use of a facsimile or email transmission to deliver a signature or (b) the fact that any signature was signed and subsequently transmitted by facsimile or email transmission.

\* \* \*

**NOW, THEREFORE,** the undersigned hereby execute this Operating Agreement effective as of the date first written above.

**CALVERT MEMORIAL HOSPITAL**

**DIMENSIONS HEALTH CORPORATION  
d/b/a DIMENSIONS HEALTHCARE  
SYSTEM  
On behalf of Prince George's Hospital  
Center, Laurel Regional Hospital and Bowie  
Health Center**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DOCTORS HOSPITAL**

**NEXUS HEALTH – FT. WASHINGTON  
MEDICAL CENTER, INC**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MEDSTAR ST. MARY'S HOSPITAL, INC.**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MEDSTAR SOUTHERN MARYLAND HOSPITAL**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE A**

**MEMBERS**

**(AS OF DECEMBER 1, 2015)**

<b>Member</b>	<b>Initial Capital Contribution</b>	<b>Percentage Ownership</b>
Calvert Memorial Hospital		
Dimensions Healthcare System		
Doctors Hospital		
MedStar Southern Maryland Hospital		
MedStar St. Mary's Hospital		
Ft. Washington Medical Center, Inc.		
<b>Total:</b>	<b>\$ _____</b>	<b>100%</b>

**SCHEDULE 5.3**

**MEMBER MANAGERS**

<u>Member Managers</u>	<u>Initial Voting Power</u>
Ft. Washington Medical Center	2
Calvert Memorial Hospital	2
Doctors Hospital	2
Dimensions Health System	5
MedStar Southern Maryland	2
MedStar St. Mary's Hospital	<u>2</u>
	15

**EXHIBIT A**  
**ADVISORY COUNCIL CHARTER**

(Attach Charter)

**TLC-MD, TOTALLY LINKING CARE IN MARYLAND, LLC**  
**COUNCIL CHARTER**

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**Article I – Name**

The name of the Coalition shall be TLC-MD, TOTALLY LINKING CARE IN MARYLAND, LLC, (the “Company”), and this Charter shall serve as the organizational and operational guide for the Council of the Company (“Council”),

**Article II – Mission & Vision**

This mission of the Company is to collaboratively explore through the Company the development of programs and services to improve access to and quality of health care provided to patients, lower health care costs, and create other efficiencies for the Members and their patients, develop innovative strategies to improve patient transitions between care and community settings, improve quality of care, reduce avoidable hospitalizations for high-risk patients, and improve the quality of care in the communities served by the members of the Company. The Company will collaborate, encourage, and support effective partnerships committed, among other goals, to reducing 30-day readmission rates, including reductions in adverse drug events.

**Article III – Purpose**

1. To build and sustain a community coalition (“Coalition”) with a focus on improving transitions of care for Medicare beneficiaries, among others;
2. To be a vehicle for the patient and family voice in health care;
3. To encourage person-centered and person-directed models of care with participation by all parties involved in the provision of care in the communities served;
4. To collaborate and encourage efforts of organizations with shared visions.
5. Identification and development of Company projects and related annual work plans and goals.
6. Identification and communication of project issues to the Board.
7. Provision to the Board of ongoing status reports for project implementation, including the submission of periodic progress reports regarding the attainment of Board-established project goals.
8. Such other project development matters as the Board may delegate from time to time.
9. Serve as the sounding board for input and communication of the views and needs of the community.

## **Article IV – Participation**

### **Section A – Collaboration**

Participation in the Coalition is open to organizations and individuals interested in fostering the vision by actively engaging in the planning and work of the coalition. All parties that wish to participate will be able to join the Council and participate in the development of strategies and plans to achieve the purposes of the Company; provided that the expansion of participants in excess of 35 entities (excluding affiliates and governmental entities) is subject to the approval of the Board of Managers of the Company.

All participants in the Coalition should join in a commitment to:

- Share interventions, successes, best practices, lessons learned, and barriers with post-acute care providers, other hospitals, physicians and the Quality Innovation Network-Quality Improvement Organization (QIN-QIO)
- Mentor partners and providers
- Maintain and safeguard the confidentiality of privileged data or information—whether generated or acquired by the team—that can be used to identify an individual patient, practitioner, hospital, facility, health plan, or patient population
- Consent to the release of facility and/or organization identity as a VHQC Care Transitions project participant
- Agree to share intervention data with VHQC (the QIN- QIO) for aggregation and benchmarking purposes (*No individual provider data will be identified to the Company without a formal data-sharing agreement with VHQC*)
- Promote implementation of evidence-based interventions

Participant categories in the Company include:

- Healthcare Providers (hospitals, skilled nursing facilities, physician practices, home health agencies, home care, assisted living facilities, pharmacies, dialysis facilities, hospice organizations, palliative care organizations, etc.)
- Provider Associations
- Consumer Advocacy Organizations
- Government Organizations (Health Department, etc.)
- Community and Long-Term Support Services Organizations (Area Agency on Aging, etc.)
- Educational Organizations/Academics
- Professionals
- Consumers

### **Section B - Meeting Attendance**

Members of the Company agree to attend in person or by teleconference a minimum of fifty (50) percent of scheduled meetings each year with not more than two (2) consecutive

absences. Substitute representatives within organizations are permissible to ensure consistent representation.

### **Section C – Committees**

Advisory Committee members agree to assist in the activities required for coalition projects, including leadership or participation in smaller workgroups, as needed.

## **Article V – Meetings**

### **Section 1 - Annual Meeting**

There shall be an Annual Meeting of the Company, at which time all participants of the Advisory Committee and the Company will review membership, committee reports, develop annual goals, and other business.

### **Section 2 - Regular Meetings**

Meetings of the Advisory Committee will be held at least quarterly. Regular meetings will not impact the progress of the smaller workgroups. Meetings may take place in person or remotely via teleconference.

## **Article VI –Procedural Policies**

### **Section 1 - Conflicts**

No one may profit financially from membership in the coalition by sales or solicitation at meetings or workshops. Participants will disclose any actual or potential conflicts of interest to the Company as well as to QIO or other designee.

### **Section 2 - Decision Making**

In the spirit of the Company, all coalition business shall be conducted based on the philosophy of mutual respect. Simple majority rules will apply with respect to all actions of the Committee. Coalition participants in the Committee are entitled to one vote per member.

### **Section 3 – Voting**

Voting on the business of the coalition may be conducted by those in attendance at the meeting either in person or by teleconference. Proxy voting via email is permissible.

### **Section 4 – Conduct of Meetings**

The members of the Committee shall elect a presiding officer, a vice presiding officer and one or more other officers. The presiding officer (or vice presiding officer in the event of absence) shall preside at meetings.

**Chartered Hospital Member Contacts**

**Organization:** Calvert Memorial Hospital

**Primary Contact**

Name: Robert Kertis

Position: Chief Financial Officer

Email Address: [rkertis@chmlink.org](mailto:rkertis@chmlink.org)

**Secondary Contact**

Name: Karen Twigg

Position: \_\_\_\_\_

Email Address: [ktwigg@cmhlink.org](mailto:ktwigg@cmhlink.org)

**Organization:** DIMENSIONS HEALTHCARE FOR  
PRINCE GEORGE'S HOSPITAL CENTER, LAUREL REGIONAL  
HOSPITAL AND BOWIE MEDICAL CENTER

**Primary Contact**

Name: Lisa Goodlett

Position: Chief Financial Officer

Email Address: [lisa.goodlett@dimensionshealth.org](mailto:lisa.goodlett@dimensionshealth.org)

**Secondary Contact**

Name: Valerie Barnes

Position: \_\_\_\_\_

Email Address: [valarie.barnes@dimensionshealth.org](mailto:valarie.barnes@dimensionshealth.org)

**Organization:** Doctors Community Hospital

**Primary Contact**

Name: Camille Bash

Position: Chief Financial Officer

Email Address: [cbash@dchweb.org](mailto:cbash@dchweb.org)

**Secondary Contact**

Name: Robyn Webb-Williams

Position: \_\_\_\_\_

Email Address: [rwebb-williams@dchweb.org](mailto:rwebb-williams@dchweb.org)

**Organization:** Ft. Washington Medical Center

**Primary Contact**

Name: Majorie Quint-Bouzid

Position: \_\_\_\_\_

Email Address: [mquint-bouzid@fortwashingtonmc.org](mailto:mquint-bouzid@fortwashingtonmc.org)

**Secondary Contact**

Name: Yasmin L. Johnson

Position: \_\_\_\_\_

Email Address: [yjohnson@fortwashingtonmc.org](mailto:yjohnson@fortwashingtonmc.org)

**Organization:** MEDSTAR SOUTHERN MARYLAND HOSPITAL

**Primary Contact**

Name: Yvette Johnson-Threat, M.D.

Position: \_\_\_\_\_

Email Address:

**Secondary Contact**

Name: Daniel Feeley

Position: \_\_\_\_\_

Email Address: daniel.m.feeley@medstar.net

**Organization:** MEDSTAR ST. MARY'S HOSPITAL

**Primary Contact**

Name: Lori Wessel

Position: \_\_\_\_\_

Email Address:

**Secondary Contact**

Name: Stephen T. Michaels

Position: \_\_\_\_\_

Email Address:

**Community Participant Contacts**

Organization: Emergency Medicine Assoc

**Primary Contact**

Name: Puneet Chopra

Email Address: [pchopra@dchweb.org](mailto:pchopra@dchweb.org)

Organization: Metropolitan Medical Specialists

**Primary Contact**

Name: Sarah Clarke

Email Address: [sclarke@dchweb.org](mailto:sclarke@dchweb.org)

Organization: Doctors Regional Cancer Center

**Primary Contact**

Name: Jack Nyiri

Position: \_\_\_\_\_

Email Address: [jnyiri@drcnet.com](mailto:jnyiri@drcnet.com)

Organization: Option Care Walgreens

**Primary Contact**

Name: Debbie Gundlach

Email Address: [debbie.gundlach@optioncare.com](mailto:debbie.gundlach@optioncare.com)  
[debbiegundlach@walgreens.com](mailto:debbiegundlach@walgreens.com)

Organization: Davita

**Primary Contact**

Name: Daniel Rueda Posada

Email Address: [Daniel.RuedaPosada@davita.com](mailto:Daniel.RuedaPosada@davita.com)

Organization: Prince George's County Health Department

**Primary Contact**

Name: Pamela B. Creekmur, RN

Position: Health Officer

Email Address: [pbcreekmur@co.pg.md.us](mailto:pbcreekmur@co.pg.md.us)

**Secondary Contact**

Name: Dr. Perkins

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