Effective as of
[INSERT EFFECTIVE DATE]

LANCASTER-LEBANON PUBLIC SCHOOLS

EMPLOYEES' HEALTH CARE COOPERATIVE

AMENDED AND RESTATED BYLAWS

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ARTICLE I. Purpose & Definitions.

1. Background and Purpose. The Lancaster-Lebanon Public Schools Employees' Health Care Cooperative ("EHCC") is a cooperative, voluntary arrangement among the Members pursuant to the Pennsylvania Intergovernmental Cooperation Act (i.e. 53 Pa.C.S.A. §§ 2301-2315), and pursuant to 42 Pa.C.S.A. § 8564. The purposes of EHCC are:

a. to investigate, evaluate and provide to the Members advice and recommendations relating to cost effective means and methods of providing health care benefit plans and programs, including
   i. cost effective health care delivery systems such as PPOs, HMOs, PHOs and other managed care plans; and
   ii. cost savings procedures such as "in-network steerage" and comprehensive benefit plan arrangements;

b. to provide to the Members the benefits which can be obtained through the pooling of purchases of health care services;

c. to provide to the Members the benefits which can be obtained through self-insurance and the pooling of self-insurance risks, including the pooling of purchases of excess and aggregate insurance; and

d. to provide medical and other health care benefits which Members may provide to their respective employees.

2. Definitions. In addition to the other capitalized terms defined in EHCC's Joint Agreement, the following terms shall have the following meanings:

a. "Board" shall mean the Board of Directors of EHCC.

b. "Director" shall mean those individuals currently serving on EHCC's Board who have been duly elected and appointed to the Board, including any/all Member-Appointed Directors and PSEA-Appointed Directors as defined under Article II, Section 2 of these Bylaws.

c. "Joint Agreement" shall mean the Joint Membership Agreement executed between the Members of EHCC, as amended and restated from time to time.

d. "Officer(s)" shall mean those individuals elected to serve as officers of EHCC's Board.

Any capitalized terms found in these Bylaws which are not defined herein shall have the same meaning as set forth in the Joint Agreement.

ARTICLE II. Board of Directors.

1. Powers and Duties. EHCC shall be governed and administered by a Board of Directors (the "Board"). The Board shall have all of the powers and duties necessary or appropriate to carry out the purposes, functions and objectives of EHCC, as outlined in the Joint Agreement and these Bylaws.

2. Number and Selection of Directors.

a. Member-Appointed Directors. Each Member shall appoint one (1) Director, subject to the maximum number of Directors to be so appointed, as set forth in subsection 2(c) below (each such Director is also sometimes referred to herein as a "**Member-Appointed Director**"). Each Member may also appoint one (1) alternate Director to serve on behalf of its Member-Appointed Director in the event such Member-Appointed Director is unable to carry out his or her duties. When appointing a Director (or an Alternate), Members may either name a specific individual, or may otherwise designate a specific position within their respective organization (e.g., Business Manager), in which case the individual serving in the designated position at any given time shall be a Member-Appointed Director (or alternate). The Member-Appointed Director (and alternate) shall serve at the pleasure of the Member that appointed them, and may be removed at any time by the appointing Member with or without cause. In the event of a vacancy in any Member-Appointed Director position on the Board for any reason, the Member responsible for filling such position shall immediately appoint a successor. Neither the failure of any Member to appoint a Director (or alternate) or fill a vacancy on the Board, nor the failure of any Member-Appointed Director to fully participate in Board matters, shall affect the responsibilities or duties of any Member under this Agreement.

b. PSEA-Appointed Directors. The exclusive bargaining representatives for the professional employees of each "Class I" Member of EHCC, through the PSEA County Coordinating Council for Lancaster County (the "**PSEA Lancaster CCC**"), and in consultation with the equivalent PSEA coordinating council(s) for each county from which the EHCC currently has a Member ("**Other County CCCs**"), shall be entitled to appoint a total number of Directors to EHCC's Board equal to one-half (1/2) of the number of Member-Appointed Directors, rounded up to the nearest whole number (Each such Director is also sometimes referred to herein as a "**PSEA-Appointed Director**."). The PSEA Lancaster CCC may also appoint a number of alternates up to the maximum number of PSEA-Appointed Directors to serve on behalf of such PSEA-Appointed Directors in the event they are unable to carry out their duties. Each PSEA-Appointed Director (and alternate) shall serve at the pleasure of the PSEA Lancaster CCC (in consultation with the Other

County CCCs), and may be removed at any time by the PSEA Lancaster CCC with or without cause. In the event of a vacancy in any PSEA-Appointed Director position for any reason, the PSEA Lancaster CCC (in consultation with the Other County CCCs) shall immediately appoint a successor to fill the vacancy. Although the PSEA Lancaster CCC is to consult with the Other County CCCs (as described above), it shall not be the responsibility or obligation of the EHCC or the Board to direct, confirm or control such consultation, and the EHCC and its Board and Officers shall be permitted to rely solely on the appointments and communications by/from the PSEA Lancaster CCC and to regard such as compliant with this subsection (b) without regard to whether such consultation has actually occurred and without regard to any communications received from Other County CCCs.

c. Maximum Number of Directors. Notwithstanding subsections 2(a) and 2(b) above, the Board of Directors shall consist of a maximum of up to thirty (30) Directors – twenty (20) Member-Appointed Directors and ten (10) PSEA-Appointed Directors. To the extent there are more than twenty (20) Members at any time, then the Members, acting as a group: (i) shall determine who shall be appointed as the Member-Appointed Directors (and alternates), by expressing or presenting to EHCC such appointments in a writing signed by either (A) all of the duly authorized representatives for each of the Members, or (B) the authorized spokesperson or spokesperson for the group of Members who is/are named in a writing previously given to EHCC that conforms to clause (A) above and that has not expired or been terminated or withdrawn; and (ii) shall exercise all other rights of the Members with respect to the Member-Appointed Directors as provided in subsection 2(a) above. In the event the Members, acting as a group hereunder, cannot or do not determine who shall be appointed as the Member-Appointed Directors or exercise any other rights of the Members described in subsection 2(a) above, then the Executive Committee shall determine which twenty (20) of the Members shall instead be entitled to appoint Directors and exercise the other rights of the Members described in subsection 2(a) above, taking into account the desire for approximately proportional representation of both Class I and Class II Members on the Board, until such time as the Members, acting as a group, can and do determine who shall be the Member-Appointed Directors as provided in this subsection (c) or exercise any other applicable rights. For purposes of this subsection (c), the signature of any Member or its representative may be given electronically, in accordance with the standards for electronic signatures under the Pennsylvania Electronic Transactions Act, 73 P.S. § 2260.101 et seq.

3. Officers.

a. Election and Appointment of Officers. The Board shall annually elect and appoint its own Officers, which shall include a Chairman, Vice Chairman, Secretary and Treasurer, and which may also include an Assistant Secretary or Assistant Treasurer, or any other officer(s) or assistant officer(s) as the Board may designate from time to time. The positions

of Chairman and Vice Chairman shall be filled by individuals selected from among the Directors of EHCC's Board.

b. Term. Each Officer (or assistant officer) elected by the Board shall serve for a term of one (1) fiscal year, absent their earlier resignation or removal by the Board. Any Officer of the Board shall be permitted to serve any number of successive terms upon re-election by the Board.

c. Resignation. Any Officer may resign at any time by providing written notice to the Board Chairman and Secretary. Any such resignation shall take effect upon receipt of such notice by the Chairman and Secretary, unless a later effective date is specified in the notice. Acceptance of such resignation shall not be necessary in order to render it effective.

d. Removal. The Board may remove any Officer, either with or without cause, by Special Approval at any regular or special meeting of the Board whenever, in its judgment, the best interest of EHCC will be served thereby.

e. Vacancies. Should a vacancy in any Officer position occur as a result of the death, resignation or removal of any current Officer, the remaining Directors shall be authorized to appoint a replacement Officer to fill such vacancy for the remainder of the preceding Officer's elected term.

f. Chairman. The Chairman shall be the chief executive officer of EHCC responsible for presiding over all meetings of the Board, and shall serve as a non-voting ex-officio member of all Board committees on which he or she does not already directly serve. The Chairman shall otherwise exercise and perform such additional powers and duties as may be set forth elsewhere in these Bylaws, or as may be assigned to them from time to time by the Board.

g. Vice Chairman. In the event of any absence or inability of the Chairman to perform his or her duties, the Vice Chairman shall carry out the duties and functions of that office subject to the powers and restrictions thereof. The Vice Chairman shall otherwise exercise and perform such other powers and duties as may otherwise be assigned or delegated to them from time to time by the Chairman and/or the Board.

h. Secretary. The Secretary (and any Assistant Secretary) shall be responsible for maintaining the books and records of EHCC, and for recording and circulating minutes of all Board meetings, and shall otherwise exercise and perform such powers and duties as may be delegated or assigned to them from time to time by the Chairman and/or the Board.

i. Treasurer. The Treasurer (or an Assistant Treasurer) shall have or provide for the custody of the funds or other property of EHCC, shall deposit all funds of EHCC in such banks or other places of deposit as the Board may from time to time designate, shall

whenever so required by the Board render an account showing all transactions and the financial condition of EHCC, and shall carry out such other duties and functions as may be assigned by the Chairman or the Board from time to time.

4. Board Meetings.

a. Regular and Special Meetings. Regular meetings of the Board of Directors shall be held at least semi-annually, or more frequently if the Board so determines. Special meetings of the Board of Directors may be called by the Chairman or Vice Chairman, by any six (6) Directors, or by any six (6) Members.

b. Notice of Meetings. The Chairman shall provide at least ten (10) days' written notice of any regular or special meeting of the Board to each Director. Notice of any regular meeting of the Board need not specify the action(s) intended or proposed to be taken at the meeting, except for those actions requiring Special Approval pursuant to Article II, Section 6 of these Bylaws (if any). Notice of any special meetingof the Board shall be accompanied by a statement of any and all subjects or actions intended or proposed to be covered or taken at the meeting. The business to be conducted at any special meeting(s) of the Board shall be limited to those items specified in the notice of such special meeting(s). No action requiring Special Approval may be taken at any meeting of the Board unless specified in the notice for such meeting.

c. Time, Date and Location of Meetings. The time, date and location of any regular or special meeting(s) of the Board of Directors shall be determined by the Chairman, or by the Directors or Members calling the meeting. In scheduling meetings, there shall be taken into account the fact that many Directors may be employed in situations which would preclude their attending meetings during the working day; and therefore, meetings shall generally be scheduled for 4:00 p.m. or during the evening.

d. Minutes of Meetings. Minutes of all regular and special meetings of the Board shall be recorded by the Secretary, which minutes shall be sent to all Directors and kept with the records of EHCC.

e. Quorum. The presence at any duly-convened meeting of the Board of a majority of the Directors then in office shall constitute a quorum for the transaction of any business of the Board of Directors. With the exception of any matters requiring Special Approval of the Board, the approval of a simple majority of a quorum of the Board, or of any committee thereof, shall be sufficient for the Board, or such committee, to take any action. In the event of any vacancy on the Board of Directors, such vacant seat shall not be counted in any determination of a quorum or the number of votes required for Special Approval hereunder.

5. Board Committees.

a. Executive Committee. The Executive Committee shall consist of eight (8) Directors, four (4) of whom shall be appointed (and may be removed) by the Member-Appointed Directors and four (4) of whom shall be appointed (and may be removed) by the PSEA-Appointed Directors. The Executive Committee shall have and exercise all of the powers and authorities of the Board in the day-to-day management of EHCC and shall have such other powers and authority as the Board shall delegate to it; provided, however, that the Executive Committee shall have no power or authority to take any action in any matter requiring Special Approval of the Board. Each Officer of the Board, if not already appointed to the Executive Committee, shall serve as a non-voting ex-officio member of the Executive Committee.

b. Benefit Plan Committee. The Benefit Plan Committee shall consist of eight (8) individuals, who need not be Directors, four (4) of whom shall be appointed (and may be removed) by the Member-Appointed Directors and four (4) of whom shall be appointed (and may be removed) by the PSEA-Appointed Directors. The Benefit Plan Committee shall provide recommendations to the Board, the Members, and to all PSEA County Coordinating Councils relating to benefit plans and programs established and maintained by, through and under EHCC.

c. Other Committees. The Board may establish such other committee(s) as it deems necessary and appropriate from time to time, including standing and ad hoc committees, and may assign to such committee(s) the authority to make recommendations pertaining to any actions which are being considered by the Board.

d. Committee Rules. Each committee of the Board shall function under the same requirements relating to notice of meetings and rules of procedure as are applicable to meetings of the Board, including a requirement that the presence of at least a majority of the members serving on any committee shall be necessary to constitute a quorum at any meeting of the committee. In the event of any vacancy on any committee of the Board, such vacant seat shall not be counted in any determination of a quorum or the number of votes required for Special Approval hereunder.

6. Voting; Regular and Special Approval. Each Director at any meeting of the Board of Directors, or each member of any committee of the Board of Directors, shall have one (1) vote. Except as otherwise provided in this Agreement, the approval of a simple majority of a quorum of the Board, or of any committee thereof, at any meeting shall be sufficient for the Board, or such committee, to take any action (i.e. "**Regular Approval**"). The foregoing notwithstanding, a vote greater than a majority of a quorum of the Board (i.e. "**Special Approval**"), shall be required in order for the Board to take action on certain matters, as specified below:

a. Simple Majority Special Approval. The following actions by EHCC shall require approval by the vote of a simple majority (i.e. minimum 51%) of *all Directors* then serving on the Board:

i. The admission of any new Member to EHCC, pursuant to Article II, Section 3 of the Joint Agreement or any corresponding future section(s) of the Joint Agreement;

ii. The approval of any formula(s) for calculating Annual Payments applicable to EHCC's Members for a given fiscal year, pursuant to Article V, Section 2 of the Joint Agreement and Article IV Section 2 of these Bylaws, or any corresponding future section(s) of the Joint Agreement and/or Bylaws;

iii. The assessment of any Supplementary Payments on EHCC's Members for a given fiscal year and the amount(s) thereof, pursuant to Article V, Section 3 of the Joint Agreement and Article IV, Section 3 of these Bylaws, or any corresponding future section(s) of the Joint Agreement and/or Bylaws;

iv. The hiring, retention, termination or dismissal of any Plan Supervisor(s), Trustee(s) or Professional Advisor(s), as well as any decision to enter into, renew, terminate or discontinue any written agreement(s) with such Supervisor(s), Trustee(s) or Advisor(s), pursuant to Article III of these Bylaws or any corresponding future section(s) of the Bylaws;

v. The removal from office of any Officer (or assistant officer) of the Board, with or without cause, prior to the expiration of his or her term pursuant to Article II, Section 3(d) of these Bylaws, or any corresponding future section(s) of the Bylaws.

b. Supermajority Special Approval. The following actions by the Board shall require the approval of **two-thirds (2/3) of all Directors** in office:

i. The expulsion of any EHCC Member, pursuant to Article II, Section 7 of the Joint Agreement, or any corresponding future Sections thereof; and

ii. The termination of EHCC pursuant to Article VI, Section 2 of the Joint Agreement, or any corresponding future sections thereof.

c. Unanimous Special Approval. Unless the withdrawal of a Member is otherwise authorized or required under the Joint Agreement or these Bylaws, the voluntary withdrawal of any Member, at any time, shall require **unanimous approval** of all Directors then in office.

d. Recommendations for Amendment of the Joint Agreement. Upon the affirmative vote of a two-thirds (2/3) majority of all Directors then in office (i.e. "Supermajority Special

Approval"), the Board may issue a recommendation to EHCC's Members proposing one or more amendments to the Joint Agreement, which recommendation shall only be enacted upon unanimous approval by all Members Pursuant to Article VI, Section 1 of the Joint Agreement or any corresponding future sections thereof.

7. Notice. Whenever notice is required to be given to any person under these Bylaws, it may be given to such person, either personally or by regular or electronic mail addressed to such person's address appearing on the books of EHCC or supplied to EHCC for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail. Such notice shall specify the place, day and hour of the meeting. Whenever any written notice is required, a waiver in writing signed by the person or persons entitled to such notice whether before or after the time stated therein shall be deemed equivalent to the giving of such notice. Neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of a Director (or a member of a Committee) at any meeting shall constitute a waiver of notice of such meeting except where a Director (or a member of a Committee) attends a meeting for the purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

8. Action by Written Consent. Any action(s) required or permitted to be taken by the Board, or any committee thereof, may be taken without a meeting upon the written consent of those Directors (or committee members) entitled to cast the minimum number of votes necessary to authorize such action(s) at a meeting at which all Directors (or committee members) entitled to vote thereon were present and voting. Such consents shall be kept with the records of EHCC. Unless approval is unanimous, any action(s) taken by written consent shall not become effective until after at least five (5) days' written notice of the action has been given to each Director (or committee member) entitled to vote thereon who has not already consented thereto. For purposes of this section, the written consent of any Director may be given electronically, in accordance with the standards for electronic signatures under the Pennsylvania Electronic Transactions Act (i.e. 73 P.S. § 2260.101, *et seq*.)

9. Remote Participation. Directors serving on EHCC's Board, or any committee thereof, may participate in any Board or committee meeting through the use of remote communications technologies, including but not limited to conference telephone, web-based audio-visual conferencing platforms, or any other communications technologies or equipment by means of which all persons participating in the meeting can hear each other. A Director's remote participation in any Board or committee meeting pursuant to this paragraph shall constitute presence in person at the meeting for purposes of determining a quorum or satisfying any other requirement of these Bylaws .

10. Compensation. No Director shall receive any salary or other payment from EHCC as compensation for his or her services as a Director.

ARTICLE III. Agents, Advisors and Employees.

1. Delegation of Duties. The Board may, in its discretion, select and retain one or more individuals or entities to serve in one of the following defined roles, and may delegate any rights and obligations of EHCC to such individuals or entities accordingly:

a. Plan Supervisors. Individuals or entities responsible for performing the administrative duties pertaining to each Plan established by a Member under Article IV of the Joint Agreement.

b. Trustees. Persons or entities appointed by the EHCC to serve as trustee of funds which are deposited with the EHCC, and to exercise and perform such other rights and duties as delegated by the Board.

2. Professional Advisors. The Board may select and retain other professional advisors and/or professional service providers (collectively "**Professional Advisors**") to assist and advise the Board, along with its Plan Supervisor(s) and Trustee(s), in exercising the rights, duties and functions of EHCC. Additionally, upon approval by the Board, in lieu of providing the services outlined under the Joint Agreement, EHCC may make recommendations and arrangements for one or more of its Members to receive such services directly from one or more Professional Advisors retained by the Board.

3. Agreements for Services. EHCC, through its Board, may enter into one or more written agreements with its Plan Supervisor(s), Trustee(s) or Professional Advisor(s) for their provision of services to EHCC (i.e. "**Service Agreements**"), provided that such Service Agreements shall expressly provide EHCC with an option to terminate the agreement at regular specified intervals without cause or liability, other than payments for services previously rendered.

4. Fidelity Bonds. EHCC may purchase a bond (or bonds) from time to time in an amount deemed appropriate by the Board, to assure the fidelity of any Director, officer, employee, agent or independent contractor of EHCC, including any Plan Supervisor(s), Trustee(s) or Professional Advisor(s) retained by the Board.

5. Group Insurance. To the extent EHCC has any employees, EHCC may enter into contracts for policies of group insurance and employee benefits for its employees, or may provide such benefits through self-insurance or any other arrangement permitted by law.

ARTICLE IV. EHCC Finances.

1. Fiscal Year. The fiscal year of EHCC shall commence on July 1 of each year and end on the succeeding June 30.

2. Annual Payments.

a. Calculation of Payments. Upon recommendation of one or more of its Professional Advisors, the Board (by Special Approval) may adopt a formula for calculating the Amount of Annual Payments owed by each Member under Article V of the Joint Agreement. The Board may update or vary such formula(s) each fiscal year, provided that any formula adopted and approved shall be applied equally to all EHCC Members during the period that such formula is utilized.

b. Frequency of Payment. The Board shall render a determination as to the timing and frequency for EHCC's collection of Annual Payments owed by the Members, which shall be paid on either monthly, quarterly or semi-annual installments. The Board may modify or amend such timing and frequency determinations each fiscal year.

c. Supplementary Payments. If the Annual Payments for any fiscal year shall at any time be insufficient to fund the operations and obligations of EHCC for that fiscal year, the Board (by Special Approval) may authorize collection of additional "Supplementary Payments" from all Members. The amount of any Supplementary Payments due from each Member shall be based upon the same formula as was used to determine the Annual Payment for that fiscal year.

d. Notice of Payments. The Board shall notify each Member of the amount of Annual Payments and Supplementary Payments owed, and the date(s) when such payment (or payment installments) are due, the first payment date of which shall not be sooner than forty-five (45) days after the date of such notice.

3. **Excess and Aggregate Insurance**. Upon recommendation of one or more of its Professional Advisors, the Board may approve EHCC's purchase of excess and aggregate excess insurance coverage upon such terms and in such amounts as approved by the Board.

ARTICLE V. Liability of Directors and Officers.

1. Limitation of Liability. To the fullest extent permitted by law, no Director or Officer of the Board shall be liable for: (a) any mistake of judgment or other action made, taken or omitted by him or her in good faith; (b) any action taken or omitted by any agent, employee or independent contractor; (c) any loss incurred through investment of EHCC funds or failure to invest; or (d) any action taken or omitted by any other Director or officer of the Board.

2. Indemnification. EHCC shall indemnify to the fullest extent now or hereafter permitted by law any Director, Officer, and/or committee member of EHCC who was or is made a party to or a witness in (or is threatened to be made a party to or a witness in) any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by

reason of the fact that such person is or was a Director, Officer or committee member of the Board, against all expenses (including reasonable attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that the person seeking indemnification either acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of EHCC, or has otherwise been successful on the merits or in defense of such action, suit or proceeding. The foregoing notwithstanding, indemnification under this Section shall not be provided by EHCC in any case where the alleged act(s) or omission(s) giving rise to the claim for indemnification is determined by a court of competent jurisdiction to have constituted willful misconduct, recklessness or self-dealing.

3. Expenses. EHCC may, as determined by the Board from time to time, advance expenses included within the scope of the indemnification obligation described above, pending final disposition of such action, suit or proceeding. The expenses incurred by any indemnitee may be paid by EHCC in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of the indemnitee to repay all amounts advanced if it shall ultimately be determined that such person is not entitled to indemnification by EHCC.

4. Insurance. EHCC may purchase errors and omissions and other liability insurance coverage for the Directors and Officers of EHCCs Board. Such insurance shall not limit EHCC's indemnification obligations hereunder.

ARTICLE VI. Miscellaneous.

1. Amendments. Any amendment to these Bylaws shall require Special Approval by a two-thirds (2/3) majority of all Directors entitled to vote (i.e. “Supermajority Special Approval”).

2. Non-Waiver of Immunity. It is the intention of the Members that EHCC constitute a local agency entitled to governmental immunity under Pennsylvania’s Political Subdivision Tort Claims Act (42 Pa.C.S.A. § 8541 *et seq*.). Nothing in these Bylaws shall constitute a waiver by EHCC of any governmental immunities or defenses available or provided by law.

3. Confidentiality. All information relating to each Member's employees and to each Covered Person shall be and remain confidential. EHCC, and its Officers, Directors, committee members, employees and agents (a) shall regard all information pertaining to each Member's employees and to each Covered Person as confidential and (b) shall not disclose any such information except as required by law or with the prior consent of the employee or Covered Person.

4. Construction. Paragraph headings used herein are for ease of reference only and shall not affect the meaning or interpretation hereof. The use herein of any number (whether singular or plural) or any gender (whether masculine, feminine or neuter) shall be deemed to include any

other number or any other gender, respectively, as the context indicates is appropriate. The words “including” and “for example” as used herein are intended to be exemplary only, and shall not be construed as limiting the word(s) or phrase(s) to which they relate.