

**Restated Articles of Incorporation - Nonprofit**

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 – sos.oregon.gov/business - Phone: (503) 986-2200

**FILED: SEP 28, 2023
OREGON SECRETARY OF STATE**

9118415-25337937

REGISTRY NUMBER: 091184-15**LEGACY HEALTH****RSTART**In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME OF CORPORATION: Legacy Health

2) NEW NAME OF THE CORPORATION: (If changed) _____

3) A COPY OF THE RESTATED ARTICLES MUST BE ATTACHED.

4) CHECK THE APPROPRIATE STATEMENT:

☒ The restated articles contain amendments which do not require membership approval. The date of the adoption of the amendments and restated articles was September 24, 2023. These amendments were duly adopted by the board of directors.☐ The restated articles contain amendments which require membership approval. The date of the adoption of the amendments and restated articles was _____.

The vote of the members was as follows:

Class(es) entitled to vote	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST

5) EXECUTION: (Must be signed by at least one officer or director.)

I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature: Craig Armstrong

Printed Name: Craig Armstrong

Title: Secretary, LH Board of Directors

CONTACT NAME: (To resolve questions with this filing.)

Marisa Meltebeke

PHONE NUMBER: (Include area code.)

503.778.5215

FEES
Required Processing Fee \$50
Processing Fees are nonrefundable. Please make check payable to "Corporation Division."
Free copies are available at sos.oregon.gov/business , using the Business Name Search program.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LEGACY HEALTH**

Legacy Health adopts the following Amended and Restated Articles of Incorporation, which supersede the heretofore existing Articles of Incorporation and all previous amendments and restatements thereto.

ARTICLE 1

Name

The name of the corporation is Legacy Health. Legacy Health is a public benefit corporation under the Oregon Nonprofit Corporation Act.

ARTICLE 2

Purposes and Powers

2.1 Legacy Health is organized and shall be operated exclusively (a) for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal income tax law or laws or any future federal income tax code or codes (the "Code"), and (b) for the benefit of, to perform the functions of, or to carry out the purposes of, and so as to be operated, supervised, or controlled by or in connection with, the following designated Oregon nonprofit corporations or their respective successors: Legacy Emanuel Hospital & Health Center, Legacy Good Samaritan Hospital and Medical Center, Legacy Mount Hood Medical Center, Legacy Meridian Park Hospital, Silverton Health and Legacy Visiting Nurse Association, and the following Washington nonprofit corporation or its successor: Legacy Salmon Creek Hospital, Clause (b) of the preceding sentence shall apply to a designated corporation or its successor only so long as the designated corporation or such successor is an organization which may be supported by a supporting organization described in Section 509(a)(3) of the Code.

2.2 Subject to the restrictions set forth in these Amended and Restated Articles of Incorporation, the purpose of Legacy Health is to engage in any lawful activity for which corporations may be organized and operated under the Oregon Nonprofit Corporation Act.

2.3 This corporation will (a) draw upon the established religious and humanitarian traditions and values of the designated corporations referred to in paragraph 2.1 above for guidance in the pursuit of the mission and the conduct of the affairs of this corporation and of such designated corporations, and (b) support and foster the continued service by each of such designated corporations according to the distinct religious and humanitarian traditions and values that each embraces.

2.4 Legacy Health (sometimes hereinafter referred to as "Legacy") is a unique health care system founded on the tradition and values of community health care organizations, the healing ministries of the Lutheran and Episcopal Churches and community physicians. This system of health care providers is dedicated to caring, compassion and excellence. The

individual strengths and traditions that each provider brings enable Legacy, as a system, to be of greater benefit to the communities Legacy serves in its common mission.

2.5 Legacy's Mission is good health for our people, our patients, our communities and our world.

2.6 In fulfilling this mission, Legacy dedicates itself to the values of respect, service, quality, excellence, responsibility, innovation and leadership.

ARTICLE 3

Restrictions

3.1 No part of the net earnings of Legacy Health shall inure to the benefit of, or be distributable to, its Directors, Officers or other private persons, except that Legacy Health may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of its purposes.

3.2 No substantial part of the activities of Legacy Health shall consist of carrying on propaganda or otherwise attempting to influence legislation. Legacy Health shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

3.3 Legacy Health shall not carry on any activity not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE 4

No Members

Legacy Health shall have no members.

ARTICLE 5

Board of Directors

5.1 The affairs of Legacy Health shall be managed by a Board of Directors.

5.2 The Board of Directors shall consist of no more than eighteen (18) voting members who shall be elected or serve ex officio as follows:

(a) The Bishop of the Oregon Synod of the Evangelical Lutheran Church in America (the "Oregon Synod") or the Bishop's designee, who shall serve ex officio;

(b) The Bishop of the Episcopal Diocese of Oregon (the "Episcopal Diocese") or the Bishop's designee, who shall serve ex officio;

(c) One (1) person elected by the Legacy Health Board of Directors pursuant to the process set forth in the Bylaws; provided, however, that such person shall be an active

member of a Lutheran congregation in the Oregon Synod known to his/her local pastor, or alternatively a member of the clergy in the Oregon Synod ("Lutheran Director");

(d) One (1) person elected by the Legacy Health Board of Directors pursuant to the process set forth in the Bylaws; provided, however, that such person shall be an active member of an Episcopal congregation in the Episcopal Diocese known to his/her parish priest, or alternatively a member of the clergy in the Episcopal Diocese ("Episcopal Director");

(e) Four (4) physicians elected at large from physicians recommended by any member of the active medical staffs of Legacy hospitals.

(f) Not more than nine (9) persons, elected at large by the Legacy Health Board of Directors pursuant to the process set forth in the Bylaws; and

(g) The President of Legacy Health, who shall serve ex officio; provided that when the office of President of Legacy Health is vacant, the Acting President or other Officer who is designated to exercise the authority of the President until the office of President is filled shall serve ex officio,

5.3 The election of the Episcopal Director is subject to approval by the Bishop of the Episcopal Diocese, who may object to the newly-elected director for any reason by delivering written notice to the Legacy President or Chair of the Board of Directors no later than one week after the election. The election of the Episcopal Director is also subject to approval by the Standing Committee of the Episcopal Diocese, who may object to the newly-elected director only on the grounds that he/she is not an active member of an Episcopal congregation or a member of the Episcopal clergy in the Episcopal Diocese; such objection to be effected by delivering written notice to the Legacy President or Chair of the Board of Directors within five days after the next meeting of the Standing Committee or 45 days after the election, whichever is earlier. If the Bishop or Standing Committee timely object to the election of the new Episcopal Director, the election will be ineffective and that person will not be a director; otherwise, if no timely objection is received, that person shall be conclusively presumed to be the Episcopal Director for his/her full term or the remainder of an unexpired term to which elected.

5.4 The election of the Lutheran Director is subject to approval by the Bishop of the Oregon Synod, who may object to the newly-elected director for any reason by delivering written notice to the Legacy President or the Chair of the Board of Directors no later than one week after the election. If the Bishop timely objects to the election of the new Lutheran Director, the election will be ineffective and that person will not be a director; otherwise, if no timely objection is received, that person shall be conclusively presumed to be the Lutheran Director for his/her full term or the remainder of an unexpired term to which elected.

5.5 The term of office of each Director (other than ex officio Directors) shall be three years.

5.6 Directors (other than ex officio Directors) may be removed from office pursuant to vote of the Board of Directors.

5.7 The Legacy Health Board of Directors may, from time-to-time, adopt, amend, modify or repeal policies or bylaws regarding the qualifications of elected Directors. Other than ex officio Directors, no Director shall serve more than three (3) consecutive full terms as a Director. Notwithstanding the foregoing, a Director who has been elected to the office of Chair of the Board of Directors may remain a Director past the expiration of his or her three (3) full terms for such period of time as he or she is elected to the office of Chair.

ARTICLE 6

Dissolution

Upon dissolution or final liquidation, after payment or provision for payment of all liabilities and obligations of the corporation, the remaining assets of Legacy Health shall be distributed to such other exempt organization or organizations described in Section 501(c)(3) of the Code as the Board of Directors shall determine.

ARTICLE 7

Amendment

These Amended and Restated Articles of Incorporation may be amended or restated only in the following manner: at a meeting of the Board of Directors upon receiving the affirmative vote of a majority of the Directors in office; provided, however, that:

7.1 Any amendment of the provisions appearing in paragraphs 2.3, 2.4, 2.5 or 7.4 shall be effective only upon the written approval of such amendment by the Oregon Synod Council and by the Diocesan Council or the Convention of the Episcopal Diocese.

7.2 Any amendment of the provisions appearing in clause (a) or (c) of paragraph 5.2 or paragraph 5.4 shall be effective only upon the written approval of such amendment by the Oregon Synod Council.

7.3 Any amendment of the provisions appearing in clause (b) or (d) of paragraph 5.2 or paragraph 5.3 shall be effective only upon the written approval of such amendment by the Diocesan Council or the Convention of the Episcopal Diocese.

7.4 Notwithstanding the requirements of paragraphs 7.1, 7.2 and 7.3:

(a) In any event where the written approval of the Oregon Synod Council is required under paragraph 7.1 or 7.2 and, in the judgment of the Bishop of the Oregon Synod, the amendment does not involve a significant substantive change with respect to the interests of the Oregon Synod, then such written approval of the amendment may be given by the Bishop of the Oregon Synod without action of the Oregon Synod Council.

(b) In any event where the written approval of the Episcopal Diocese is required under paragraph 7.1 or 7.3 and, in the judgment of the Bishop of the Episcopal Diocese, the amendment does not involve a significant substantive change with respect to the interests of the Episcopal Diocese, then such written approval of the amendment may be given by the Bishop of the Episcopal Diocese without action of the Diocesan Council or the Convention of the Episcopal Diocese.

ARTICLE 8
Indemnification, Insurance and Limitation of Liability

8.1 Indemnification

Legacy Health shall indemnify to the fullest extent not prohibited by law any Indemnified Person (as hereinafter defined) who was or is a party (other than a plaintiff) or is threatened to be made a party to any Proceeding (as hereinafter defined) against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnified Person in connection with such Proceeding.

8.2 Advancement of Expenses

Expenses incurred by an Indemnified Person in defending a Proceeding shall in all cases be paid by Legacy Health in advance of the final disposition of such Proceeding at the written request of such Indemnified Person, if the Indemnified Person furnishes Legacy Health:

(a) A written affirmation of the Indemnified Person's good faith belief that such Indemnified Person is entitled to be indemnified by Legacy Health under this Article or under any other indemnification rights granted by Legacy Health to such Indemnified Person; and

(b) A written undertaking by or on behalf of such Indemnified Person to repay such advance to the extent it is ultimately determined by a court that such Indemnified Person is not entitled to be indemnified by Legacy Health under this Article or under any other indemnification rights granted by the corporation to such Indemnified Person. Such advances shall be made without regard to the Indemnified Person's ability to repay such advances and without regard to the Indemnified Person's ultimate entitlement to indemnification under this Article or otherwise.

8.3 Definitions

(a) The term "Indemnified Person" shall mean any person who is or was (1) a Director, Officer, member of a committee, employee or, to the extent authorized by the Board of Directors in the specific case, an agent of Legacy Health, (2) a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation, (3) serving at the request of Legacy Health as a member of a hearing panel or other peer review body, or (4) serving at the request of Legacy Health as a Director, Officer or fiduciary of an employee benefit plan of another corporation, partnership, joint venture, trust or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification or advancement of expenses can be provided under this Article.

(b) The term "Proceeding" shall include any threatened, pending or completed action, suit or proceeding, but not in the right of Legacy Health (unless first authorized by the Board of Directors) or otherwise and whether of a civil, criminal, administrative or investigative nature, in which an Indemnified Person may be or may have been involved as a party (other than

a plaintiff unless first authorized by the Board of Directors) or otherwise by reason of the fact that the person is an Indemnified Person.

8.4 Non Exclusivity and Continuity of Rights

The indemnification and entitlement to advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation or any statute, agreement, general or specific action of the Board of Directors, or otherwise, shall continue as to a person who has ceased to be a person described within the definition of Indemnified Person, shall inure to the benefit of the heirs, executors and administrators of such an Indemnified Person and shall extend to all claims for indemnification of advancement of expenses made after the adoption of this Article. Legacy Health may enter into agreements to indemnify any Indemnified Person.

8.5 Amendments

Any repeal of this Article shall only be prospective and no repeal, amendment or modification hereof shall adversely affect the rights under this Article in effect at the time of the alleged occurrence of any act or omission to act that is the cause of any Proceeding.

8.6 Limitation of Liability

The civil liability of Directors, Officers and committee members shall be limited to the fullest extent permitted under the Oregon Nonprofit Corporation Act. No Director and no Officer of Legacy Health shall be personally liable to Legacy Health for monetary damages for conduct as a Director or an Officer; provided that this Article shall not eliminate liability which may not be eliminated under the Oregon Nonprofit Corporation Act. No amendment to the Oregon Nonprofit Corporation Act that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of a Director or an Officer for any act or omission which occurs prior to the effective date of such amendment. The provisions of this Article are intended to be in addition to, and not in limitation of, any other provisions of the Articles or Bylaws of Legacy Health or any agreement of Legacy Health, or any law that eliminates or limits the liability of Directors, Officers, and others acting on behalf of Legacy Health.

8.7 Insurance

Legacy Health shall be authorized to purchase and maintain in effect a policy or policies of insurance, including self-insurance, covering any liability of Directors, Officers, committee members, employees and agents of Legacy Health, regardless of whether Legacy Health would have the power to indemnify such persons against the liability so insured.

ARTICLE 9 **Mailing Address**

The mailing address of the corporation is 1919 Northwest Lovejoy, Portland, Oregon 97209, Attn: President.