IN THE COMMONWEALTH COURT OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
by DAVID W. SUNDAY, JR.
Attorney General,

Petitioner,

No. 399 M.D. 2026

v.

WEST VIRGINIA UNITED HEALTH SYSTEM, INC. d/b/a WEST VIRGINIA UNIVERSITY HEALTH SYSTEM, INDEPENDENCE HEALTH SYSTEM, EXCELA HEALTH, and BUTLER HEALTH SYSTEM, INC.

Respondents.

ASSURANCE OF VOLUNTARY COMPLIANCE

The Commonwealth of Pennsylvania acting in its capacity as *parens patriae* through its Attorney General, David W. Sunday, Jr. ("Commonwealth"), and the Respondents, West Virginia United Health System d/b/a West Virginia University Health System ("WVUHS"), Independence Health System ("IHS"), Excela Health ("Excela"), and Butler Health System, Inc. ("Butler") (collectively "Respondents"), enter into the following Assurance of Voluntary Compliance:

WHEREAS, WVUHS is a West Virginia nonprofit corporation; and

WHEREAS, IHS is a Pennsylvania nonprofit corporation; and

WHEREAS, IHS is the sole member of Excela, a Pennsylvania nonprofit corporation that further controls, directly or indirectly, various other corporations, including limited liability companies, and other entities; and

WHEREAS, IHS is the sole member of Butler, a Pennsylvania nonprofit corporation that further controls, directly or indirectly, various other corporations, including limited liability companies, and other entities; and

WHEREAS, the Respondents have entered into an Agreement and Plan of Affiliation dated June 1, 2026, pursuant to which IHS shall merge with and into Excela and WVUHS shall become the sole member of both Excela and Butler (the "Transaction");[1] and

WHEREAS, the Commonwealth has investigated the merits of the Respondents' proposed Transaction under the Nonprofit Corporations Law, 15 Pa.C.S. §§ 5101 *et seq* , the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 *et seq* , the Solicitation of Funds for Charitable Purposes Act, 10 P.S. §§ 162.1 *et seq.,* the Uniform Trust Act, 20 Pa.C.S. §§ 7101 *et seq.,* the Internal Revenue Code, 26 U.S.C. § 50 I (r), and the No Surprises Act, 42 U.S.C. § 300, and alleges that:

a. WVUHS owns and operates twenty-one West Virginia hospitals, two Ohio hospitals, one Maryland hospital, and one Pennsylvania hospital;
b. Collectively, WVUHS has over 3,300 licensed beds, more than 3,000 health care providers, and over 35,000 employees;
c. WVUHS also has an insurance arm, Peak Health, which began operations in 2021, and operates Medicare Advantage plans including in certain southwestern Pennsylvania counties;
d. WVUHS's acquisition of IHS increases WVUHS from a 25-hospital system to a 30-hospital system;

[1] All references to IHS in this Assurance of Voluntary Compliance are assumed to also encompass Excela and Butler

e. WVUHS's acquisition of IHS also expands the presence of its provider-sponsored health plan, Peak Health;

f. WVUHS's acquisition of IHS may affect IHS's charitable assets and IHS's charitable purposes;

NOW THEREFORE, effective August 31, 2026, the parties agree to the following terms and conditions:

1. **Maintenance of Services:** If at any point within five (5) years of the effective date of this Assurance of Voluntary Compliance, WVUHS decides not to maintain: (A) the continued operation of any of the IHS Hospitals (Butler Memorial Hospital, Clarion Hospital, Westmoreland Hospital, Frick Hospital, and Latrobe Hospital), (B) the continued operation of any emergency department, or (C) the services provided at any of Benbrook Medical Center, Clarion Health & Wellness Center, Crossroads Campus, Laurel Surgical Center, Medical Commons One, Medical Commons Two, Medical Commons Three, Medical Commons Four, Medical Commons Five, South Butler Commons, The Square at Norwin, The Square at Latrobe, or The Square at Connellsville, provided nothing herein shall require notice regarding the relocation of services between and among the locations set forth in this item 1(C), any IHS Hospital, or any WVUHS Hospital in Pennsylvania (excepting the relocation away from a hospital of an existing major service line, non-exhaustive examples of which are cardiology, obstetrics, orthopedics, or oncology, which does require notice as set forth in this paragraph), then WVUHS shall provide notice to the Pennsylvania Office of Attorney General, Charitable Trusts & Organizations Section a minimum of one hundred twenty (120) days prior to the intended action. Such notice shall be consistent with the Commonwealth of Pennsylvania, Office of Attorney General Review Protocol

for Fundamental Change Transactions Affecting Health Care Nonprofits, and WVUHS shall cooperate with all requests by the Office of Attorney General related to said action.

2 If at any point within five (5) years of the effective date of this Assurance of Voluntary Compliance, WVUHS decides not to maintain the continued operation of IHS's local clinical services and programs that exist as of closing of the Transaction ("Closing") (except an unplanned temporary lapse in one or more services due to actions or events outside of the control of WVUHS), then WVUHS shall provide notice to the Pennsylvania Office of Attorney General, Charitable Trusts & Organizations Section a minimum of one hundred twenty (120) days prior to the intended cessation of that service or program. Such notice shall be consistent with the Commonwealth of Pennsylvania, Office of Attorney General Review Protocol for Fundamental Change Transactions Affecting Health Care Nonprofits, and WVUHS shall cooperate with all requests by the Office of Attorney General related to said cessation of operation.

3. If at any point within five (5) years of the effective date of this Assurance of Voluntary Compliance, WVUHS decides not to maintain the continued operation of IHS's local behavioral health and obstetrics programs that exist as of Closing, then WVUHS shall provide notice to the Pennsylvania Office of Attorney General, Charitable Trusts & Organizations Section, a minimum of one hundred twenty (120) days prior to the intended cessation of that service or program. Such notice shall be consistent with the Commonwealth of Pennsylvania, Office of Attorney General Review Protocol for Fundamental Change Transactions Affecting Health Care Nonprofits, and WVUHS shall cooperate with all requests by the Office of Attorney General related to said cessation of operation.

4. **Health Insurance:** WVUHS on behalf of itself, and on behalf of IHS, Excela, and Butler, shall implement and maintain a policy that prohibits the sharing of competitively sensitive information between its insurance and provider subsidiaries.

5. For the five (5) years following the effective date of this Assurance of Voluntary Compliance, WVUHS on behalf of IHS, Excela, and Butler, and IHS, Excela, and Butler on behalf of themselves shall negotiate with any commercial health care insurer seeking an IHS, Excela, or Butler services contract followed by *Last Best Offer* Binding Arbitration, if necessary, to determine all unresolved contract issues pursuant to the procedure set forth in Attachment A.

6. WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves, shall not enter into any agreement with any health care insurer ("Health Plan") that includes an Anti-tiering or Anti-steering clause which would prohibit the Health Plan from steering members to lower cost health care providers.

7. WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves, shall not contractually impose gag clauses that prohibit a Health Plan from furnishing cost and quality information regarding IHS, Excela, and Butler to its enrollees or insureds.

8. WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves, shall not enter into any contracts or arrangements with any Health Plan through which IHS, Excela, and Butler would provide health care services on terms which include a "most favored nation" ("MFN") or similar clause that guarantees or provides that IHS, Excela, or Butler will receive the best payment rate and/or terms that such Health Plan gives any other health care provider of the same or substantially the same product or service. WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of

themselves, shall not renew or extend any IHS, Excela, or Butler Health Plan contract without abandoning any term or provision that constitutes an MFN. WVUHS shall inform the Commonwealth of the presence of an MFN in any existing IHS, Excela, or Butler Health Plan contract by providing a list of such agreements to the Commonwealth not more than sixty (60) days from entry of this Assurance of Voluntary Compliance.

9. WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves, shall not terminate any Health Plan contracts with IHS, Excela, and Butler prior to the expiration of their initial term for anything other than cause. For purposes of this Agreement, IHS, Excela, and Butler Health Plan contracts with an automatic renewal or "evergreen" provision rather than a fixed term will be kept in place until the earlier of the next renewal date or one (1) year from the Closing.

10. WVUHS, on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves, shall not require a Health Plan seeking to contract with any IHS, Excela, or Butler provider to also contract with all other WVUHS health care providers.

11. WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves, shall not enter into any Health Plan contract for healthcare services that expressly limits the Health Plan's ability to contract with non-WVUHS health care providers. WVUHS shall not condition any Health Plan contract for healthcare services with IHS, Excela, or Butler on a Health Plan's agreement not to contract with any other health care provider. The parties agree that nothing in this Paragraph 11, Paragraph 6, or anything in this Assurance of Voluntary Compliance shall prevent WVUHS, IHS, Excela, or Butler from: (A) requiring a Health Plan to restrict non-IHS providers in tiered or narrow networks that include IHS, Excela, or Butler providers in exchange for rate discounts with respect to such IHS, Excela, or Butler providers; or

(B) participating in a Center of Excellence program network or similar program or network that restricts providers in such program or networks based on quality or other non-price performance criteria.

12. No later than 30 days after the effective date of this Assurance of Voluntary Compliance, WVUHS will provide a copy of this Assurance of Voluntary Compliance to WVUHS's, IHS's, Excela's, and Butler's directors and officers.

13. For a period of eight (8) years after the effective date of this Assurance of Voluntary Compliance, WVUHS will provide a copy of this Assurance of Voluntary Compliance to any Person who becomes a director or officer of WVUHS, IHS, Excela, or Butler.

14. Each Person to whom a copy of this Assurance of Voluntary Compliance is furnished pursuant to Paragraphs 12 and 13 above shall sign and submit to WVUHS within 30 days of the receipt thereof a statement that: (A) represents that the undersigned has read this Assurance of Voluntary Compliance; and (B) acknowledges that the undersigned has been advised and understands that non-compliance with this Assurance of Voluntary Compliance may subject WVUHS to penalties for violation of this Assurance of Voluntary Compliance.

15. **Charity Care:** WVUHS shall cause IHS, Excela, and Butler to maintain charity care and financial assistance policies and shall disclose the availability of those policies, and the application process, to patients upon their registration for admission. For non-emergency hospital care, WVUHS shall cause IHS, Excela, and Butler to also advise patients upon registration for admission as to whether they can receive treatment on an In-Network, or on an Out-of-Network, or on an uninsured basis, and the financial consequences for patients who receive treatment on an Out-of-Network or uninsured basis. WVUHS shall cause IHS, Excela, and Butler to ensure that their charity care and financial assistance policies comply with the provisions of the Internal

Revenue Code, 26 U.S.C § 501(r), as well as the applicable provisions of the Tobacco Settlement Act (35 P.S. § 5701.1104), including all recommended guidance contained in Pennsylvania Department of Human Services' Medical Assistance Bulletin #01-17-03. Neither IHS, Excela, Butler, nor WVUHS on behalf of IHS, Excela, or Butler shall attempt to collect payment from patients for any hospital-based medical services unless the patient does not qualify or has declined charity care or medical financial assistance programs under WVUHS, IHS, Excela, or Butler policies, or unless the patient has failed to comply with the application process.

16. **Restricted Funds:** WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves, agree that any restricted or special purpose funds of IHS, Excela, and Butler will be utilized according to the respective restrictions or purposes thereof, as applicable.

17. **General provisions:** This Assurance of Voluntary Compliance shall expire on the eighth (8^{th}) anniversary of the Closing.

18. This Assurance of Voluntary Compliance releases WVUHS, IHS, Butler, and Excela from any and all claims the Office of Attorney General may have had in connection with its Antitrust, Charitable Trust and Organizations, and Health Care Sections' review of the Respondents' Transaction and no other investigation or claim not specifically released hereby and confirms that the Office of Attorney General has no objections to the Transaction.

19. Any of the above provisions may be deleted, modified, or amended, in whole or in part with the written mutual consent of the parties. Any amendments by consent shall be reflected in an amended assurance filed with the court.

20. Nothing contained herein shall be deemed to constitute an admission by any party of any wrongdoing, guilt, or liability on the part of Respondents. This Assurance of Voluntary Compliance has been entered into by the consent of all parties

21. Nothing contained herein shall be construed or considered to limit the Commonwealth from enforcement of any provision of this Assurance of Voluntary Compliance, nor restrict the Commonwealth from securing any other measure of damages, including, but not limited to, pecuniary damages as they may lie pursuant to a breach of any condition of this Assurance of Voluntary Compliance.

22. This instrument embodies the whole agreement between the parties, contains all promises, terms, conditions or obligations between the parties and shall supersede all previous communications, representations or agreements, either verbal or written.

23. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

24. The Commonwealth Court of Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondents for enforcement purposes.

WHEREFORE, intending to be legally bound, the parties have hereunto set their hands and seals.

Attorney General

DAVID W. SUNDAY, JR.
ATTORNEY GENERAL

KARA BOWSER
First Deputy Attorney General

By: _____
SEAN A. KIRKPATRICK
Executive Deputy Attorney General Public Protection Division

TRACY W. WERTZ
Chief Deputy Attorney General Antitrust Section

JOSHUA REED
Acting Chief Deputy Attorney General
Charitable Trusts and Organizations Section

GEOFFREY HALE
Chief Deputy Attorney General
Health Care Section

Office of Attorney General 14th Floor,
Strawberry Square Harrisburg, PA 17120
(717) 783-2853

Date: August 31, 2026

WEST VIRGINIA UNITED HEALTH SYSTEM d/b/a WEST VIRGINIA UNIVERSITY HEALTH SYSTEM

By: _____

MICHAEL T. BENSON
Board Chair

_____

ALBERT L. WRIGHT, JR.
Chief Executive Officer and President

Date: August 31, 2026

INDEPENDENCE HEALTH SYSTEM

By:

_____

PAUL BACHARACH
Board Chair

_____

KEN DeFURIO
Chief Executive Officer and President

Date: August 31, 2026

EXCELA HEALTH

By:

_____

PAUL BACHARACH
Board Chair

_____

KEN DeFURIO
Chief Executive Officer and President

Date: August 31, 2026

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Date: August 31, 2026

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By:

PAUL BACHARACH
Board Chair

KEN DeFURIO
Chief Executive Officer and President

Date: August 31, 2026

EXCELA HEALTH

By:

PAUL BACHARACH
Board Chair

KEN DeFURIO
Chief Executive Officer and President

Date: August 31, 2026

BUTLER HEALTH SYSTEM, INC.

By: _____
PAUL BACHARACH
Board Chair

_____
KEN DeFURIO
Chief Executive Officer and President

Date: August 31, 2026

BUCHANAN INGERSOLL & ROONEY PC

By: _____
JAN O. WENZEL
Counsel for Independence Health System, Excela Health, and Butler Health System, Inc.

Date: August 31, 2026

COZEN O'CONNOR

By: _____
JONATHAN M. GROSSMAN
Counsel for West Virginia United Health System d/b/a West Virginia University Health System

Date: August 31, 2026

BUTLER HEALTH SYSTEM, INC.

By.

PAUL BACHARACH
Board Chair

KEN DeFURIO
Chief Executive Officer and President

Date: August 31, 2026

BUCHANAN INGERSOLL & ROONEY PC

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JAN O. WENZEL
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JONATHAN M. GROSSMAN
Counsel for West Virginia United Health System d/b/a West Virginia University Health System

Date: August 31, 2026

BUTLER HEALTH SYSTEM, INC.

By: _____

PAUL BACHARACH
Board Chair

_____

KEN DeFURIO
Chief Executive Officer and President

Date: August 31, 2026

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Date: August 31, 2026

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Board Chair

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Date: August 31, 2026

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JAN O. WENZEL
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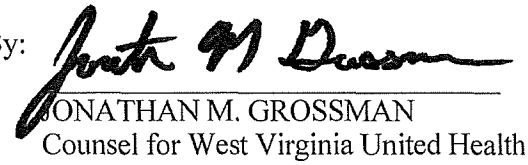
Date: August 31, 2026

COZEN O'CONNOR

By:  _____

JONATHAN M. GROSSMAN
Counsel for West Virginia United Health System d/b/a West Virginia University Health System

Date: August 31, 2026

ATTACHMENT A

"LAST BEST OFFER" BINDING ARBITRATION PROCEDURE

A. For a period of five (5) years following the effective date of the Assurance of Voluntary Compliance (the "AVC"), if WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves are unable to reach an agreement on a contract with a Heath Plan after one hundred and twenty (120) days of negotiations, the Health Plan may provide written notice to the Pennsylvania Office of the Attorney General (the "OAG") ("Notice"). "Health Plan" for purposes of these arbitration procedures shall mean any third-party commercial health plan licensed by the Pennsylvania Insurance Department that has at least twenty-five thousand (25,000) commercially covered lives in IHS's, Excela's and Butler's primary service area (as set forth in Attachment B), or two hundred fifty thousand (250,000) commercially covered lives outside of the primary service area. At the request of the OAG, within thirty (30) days of the Notice, WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves shall meet and confer with the OAG. If within thirty (30) days following such meeting, the OAG requests in writing that WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves submit the dispute to binding arbitration in accordance with these arbitration procedures, WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler agree to do so, assuming the Health Plan also agrees. The OAG may at its discretion determine which material terms of the agreement shall be subject to arbitration.

B. The "Last Best Offer" arbitration shall be conducted by an arbitration panel (the "Arbitration Panel") that shall consist of three (3) independent arbitrators each of whom shall not have been an employee, board member, consultant, counsel, advisor, or any family member of the foregoing to either WVUHS, IHS, Excela, Butler, or the Health Plan within the past five (5) years. The arbitrators shall be appointed as follows:

1. WVUHS on behalf of IHS, Excela, and Butler shall appoint one (1) independent arbitrator;

2. The Health Plan shall appoint one (1) independent arbitrator; and

3. The two arbitrators so selected shall agree upon and select a third independent arbitrator who meets the qualifications described herein.

Each of the three (3) selected independent arbitrators on the Arbitration Panel must either (a) be a Fellow of the Society of Actuaries with significant experience in health insurance, including payor-provider contracting, or (b) an individual with more than fifteen (15) years' experience in negotiating participating provider agreements between payors and hospitals who has represented both hospitals and payors in such

negotiations. WVUHS on behalf of itself, and on behalf of IHS, Excela, and Butler, and the Health Plan shall each bear the cost of their respective presentations to the Arbitration Panel (e.g., legal fees, consultant fees, etc.). The costs and expenses of the arbitration, including the fees of the arbitrators, shall be paid equally by the parties.

C. The Health Plan and WVUHS on behalf of IHS, Excela, and Butler or IHS, Excela and Butler on behalf of themselves shall each submit their Last Best Offer regarding all disputed contract terms to the Arbitration Panel, provided that any Health Plan which has or had a prior agreement with IHS, Excela, and Butler may not submit a Last Best Offer that includes rates that are lower than the rates in such existing or expired contract, or terms that are less favorable to IHS, Excela, and Butler in such existing or expired contract.

D. The Arbitration Panel may request any of the following information from the parties to support the Arbitration Panel in making its decision:

1. The terms of the current contract, if any, between the Health Plan and WVUHS on behalf of IHS, Excela, and Butler or IHS, Excela, and Bulter on behalf of themselves.

2. The payment rates paid by the Health Plan for similarly-situated academic and community adult and pediatric acute care hospitals in Pennsylvania ("Rate Benchmark"); provided, however, that: (i) the payment rates paid by the Health Plan to any of its affiliated providers or any hospital that had a negative operating margin in its most recent fiscal year shall be excluded from the Rate Benchmark; and (ii) that the rates paid to other hospitals be adjusted to account for payor-mix differences.

3. History of Health Plan's prompt claim payment and percentage of actual payment compared to contract rates and provider accounts receivable to IHS, Excela, Butler, or any other provider.

4. Whether the Health Plan's Last Best Offer includes a provision making WVUHS on behalf of IHS, Excela, and Butler and IHS, Excela, and Butler on behalf of themselves whole for any unilateral policy or procedure changes the Health Plan makes during the contract term that cumulatively have a material adverse financial impact on WVUHS on behalf of IHS, Excela, and Butler or IHS, Excela, and Butler on behalf of themselves, whether through reduced reimbursement, increased administrative burden, or both.

5. The gross margin of the Health Plan and the IHS, Excela, and Butler facilities included in the contract in the three (3) previous fiscal years.

6. The fully allocated cost of providing the contracted services to WVUHS's IHS's, Excela's, and Butler's patients, including an appropriate allocation to account for (i) below-cost reimbursement by government payors; (ii) uncompensated care including charity care and bad debt; and (iii) services WVUHS on behalf of IHS, Excela, and Butler or IHS, Excela, and Butler on behalf of themselves are required or have committed to maintain that operate below cost.

7. The rate of increase or decrease in the median family income for the counties served by WVUHS on behalf of IHS, Excela, and Butler or by IHS, Excela, and Butler on behalf of themselves as measured by the United States Department of Labor, Bureau of Labor Statistics.

8. The rate of inflation as measured by the current rate of change in the Health Services Producer Price Index and the extent to which any price increases under the existing contract between the Health Plan and WVUHS on behalf of IHS, Excela, and Butler or IHS, Excela, and Butler on behalf of themselves were commensurate with the rate of inflation as measured by such index and the extent to which the Health Plan's premium increases, if any, were commensurate with this rate of inflation.

9. The expected patient volume which likely will result from the contract.

10. The contract rates between WVUHS on behalf of IHS, Excela, and Butler or IHS, Excela, and Butler on behalf of themselves and third-party payors who are eligible for this arbitration process, including any rates in effect with the Health Plan for the applicable facility.

11. Such other information as the arbitrators reasonably may request and/or such other information that WVUHS on behalf of IHS, Excela, and Butler or IHS, Excela, and Butler, or the Health Plan deem necessary to fully arbitrate the material terms of the agreement subject to arbitration.

E. Once the arbitration process has been invoked, the Arbitration Panel shall set rules for confidentiality, the exchange and verification of information, and procedures to ensure the fairness of the process, including following rules:

1. Unless otherwise agreed to by the parties or otherwise contemplated by these procedures, there will be no discovery exchanged.

2. The parties will limit the provision of their confidential and competitively sensitive information to outside counsel and independent expert witnesses, all of whom would be appropriately screened by the parties

3. Each party must submit their Last Best Offer to the Arbitration Panel.

4. The parties may conduct depositions following the submission and rebuttal of expert reports

5. Each party may submit a prehearing brief to the Arbitration Panel.

6. The Arbitration Panel may conduct a hearing and will determine if any witnesses should be called to testify.

7. The terms of the resulting contract shall be confidential and shall constitute a trade secret to the maximum extent permitted under federal law and the laws of the Commonwealth.

8. Such other rules as the parties mutually agree or as deemed necessary and appropriate by the Arbitration Panel.

Notwithstanding the foregoing, the Arbitration Panel shall ensure the confidentiality of any confidential or competitively sensitive information that it receives from the parties and shall not disclose such information to the counterparties in the arbitration, other Health Plans, or hospital providers.

F. The Arbitration Panel shall commence the arbitration process within sixty (60) days after the date of the request from the OAG to arbitrate per A above. Due to the complexities involved, any of the time periods in this section may be extended by mutual written agreement of the parties, or by the Arbitration Panel alone, but the arbitration process shall take no more than one hundred eighty (180) days from its commencement.

G. The Arbitration Panel must select either WVUHS's on behalf of IHS, Excela, and Butler or IHS, Excela, and Butler on behalf of themselves or the Health Plan's Last Best Offer through a majority vote which shall be binding on the parties for the duration of the contract, which shall not exceed three (3) years.

H. During the above arbitration process:

(i) in the case of a Health Plan with an expiring or expired contract, for claims with dates of service after termination or expiration of the contract, the interim payment rate shall be the current rate of the existing or expired contract adjusted at the rate of annual inflation as measured by the current rate of change in the Health Services Producer Price Index;

(ii) in the case of a Health Plan seeking a new contract, for claims with dates of service prior to the effective date of the arbitration decision, the interim payment rate shall be that in the Last Best Offer of WVUHS, Butler, or Excela.

I. If the amounts paid as set forth above are less than the amounts owed under the contract rates awarded as the result of arbitration, the Health Plan shall pay the

difference plus interest on the difference. If the amounts paid pursuant to the above paragraphs are greater than the amounts owed under the contract rates awarded as the result of arbitration, WVUHS shall pay the difference plus interest on the difference. For purposes of calculating interest due under this paragraph, the interest rate shall be the U.S. prime lending rate offered by First Commonwealth Bank or its successor as of the date of the independent body's decision on arbitration

ATTACHMENT B

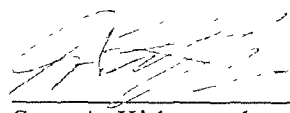
The following counties constitute IHS's, Excela's and Butler's primary service area:

- Armstrong
- Butler
- Cambria
- Clarion
- Indiana
- Westmoreland

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provision of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

August 31, 2026



Sean A. Kirkpatrick
Executive Deputy Attorney General

CERTIFICATE OF SERVICE

I, Sean A. Kirkpatrick, counsel for the Commonwealth, hereby certify that I served true and correct copies of the foregoing ***Assurance of Voluntary Compliance*** via electronic mail upon the following:

Jan O. Wenzel, Esq.
Buchanan Ingersoll & Rooney, P.C.
Union Trust Building
501 Grant Street
Pittsburgh, PA 15219
Counsel for Independence Health System, Excela Health, and Butler Health System, Inc

Jonathan. M. Grossman, Esq.
Cozen O'Connor
2001 M. Street, NW
Washington, DC 20036
Counsel for West Virginia United Health System d/b/a West Virginia University Health System

August 31, 2026

Sean A. Kirkpatrick
Executive Deputy Attorney General