Health Care Market Oversight (HCMO) Program
Notice of Material Change Transaction

The applicant must complete and submit this notice of proposed material change transaction to hcmo.info@oha.oregon.gov.

One important role of the Health Care Market Oversight Program is to notify the community and people living in Oregon when entities propose a material change transaction. This document will be published and serve as the public notice. If requested under public records laws, OHA will disclose all versions of this document received. Contact program staff with any questions or to request technical assistance at hcmo.info@oha.oregon.gov.

Note: if any entity involved in the proposed transaction has associated National Provider Identifiers (NPIs), complete and submit the NPI form.

I. General Information about the Transaction and Entities

1. Provide the name, title, organization, and email address of the individual completing this form on behalf of the applicant.

Name	Reed Williams, Esq.
Title	Shareholder
Organization	Polsinelli PC
Email Address	rwilliams@polsinelli.com

Provide a mailing address for OHA to send a physical copy of the final order.

Name	Reed Williams, Esq.
Address	900 W. 48th Place
Unit/ number	Suite 900
City	Kansas City
State	Missouri
Zip	64112

2. What type of material change transaction is the applicant proposing[1]?

- (x) Merger
- ( ) Acquisition
- ( ) Contract
- ( ) Affiliation
- ( ) Other (specify) ____________

3. What is the proposed effective date of the material change transaction?

The proposed transaction is subject to closing conditions, including receipt of certain regulatory approvals. The parties will close the transaction when the closing conditions have been completed, which is currently anticipated to be in the second half of 2023.

[1] Please see OAR 409-070-0010 for definitions of transactions subject to review.

4. Briefly describe the applicant completing this notice.
   Describe the notifying applicant's business (including business lines or segments), ownership type (corporation, partnership, limited liability corporation, etc.), governance and operational structure (including ownership of or by a health care entity), annual revenues, and geographic areas of operation. For health care entities, also include provider type (hospital, physician group, etc.), facilities owned or operated, service lines, number of staff, geographic service area(s), and capacity or patients served in Oregon (e.g., number of licensed beds, number of patients, quantity of services provided annually). Include the mailing address, website(s), and Federal Tax ID(s) of the applicant.

Option Care Health, Inc. ("Option Care") is a publicly traded corporation (NASDAQ OPCH) that is the largest independent provider of infusion therapy in the nation. Option Care is owned by its shareholders and governed by a Board of Directors; additional information about the Option Care's governance and operational structure can be found in its public filings with the U.S. Securities and Exchange Commission. Its total annual revenues were $3.9 billion on a consolidated basis in 2022, with approximately $44M of revenue from Oregon. Option Care's corporate headquarters is located at 3000 Lakeside Drive, Suite 300N, Bannockburn, IL 60015. The Company maintains a website at www.optioncarehealth.com and its EIN is 050489664.

Option Care and its wholly owned subsidiaries provide infusion therapy and other ancillary health care services through 95 closed-door infusion pharmacies – four of which are licensed as non-resident pharmacies in Oregon – and 73 stand-alone ambulatory infusion suites. Option Care provides home infusion services, medications and supplies for service delivery, consultation and education regarding patient's condition, prescribed medication nursing support, clinical monitoring, and assistance in monitoring potential side effects. The non-resident pharmacies are used as backup pharmacies (e.g., when the in-state pharmacy does not have the necessary drugs in stock or if the in-state pharmacy is closed for some reason) as well as for servicing patients that are closer to the Oregon & Washington state line than the locations in Bend and Portland. Option Care provides a wide variety of therapies and services including; Anti-Infective (antibiotics, antifungal, antiviral), Nutrition Support, Immunoglobulin Infusion, Chronic Inflammatory Disorders, Neurological Disorders, Bleeding Disorder Infusions, Heart Failure, Chemotherapy and Respiratory Medications. Infusion service coverage is provided by more than 4500 clinicians including pharmacists, pharmacy technicians, nurses and dietitians. The physical location (infusion suite) is an alternate site for patients that would prefer not to receive their prescribed therapy at home. Option Care does not offer telehealth services for patients in Oregon.

In Oregon, Option Care operates an infusion pharmacy in Bend, OR and an infusion pharmacy and infusion suite in Portland, OR under its subsidiary Option Care at Legacy Health, LLC (Tax ID 203161422). The number of patients served by these locations from May 2022 to April 2023 was 3,415. Between both locations (Bend and Portland), there are approximately 57 total employees, 30 clinicians, 14 pharmacy techs & 13 non clinical staff involved in the operation of Option Care at Legacy Health, LLC. Option Care at Legacy Health, LLC is managed by Option Care Enterprises, Inc. Option Care at Legacy Health is a 50/50 joint venture with Legacy Visiting Nurse Association ("LVNA"). The members of Option Care at Legacy Health, LLC are: (1) Legacy Visiting Nurse Association and (2) Option Care Enterprises, Inc. Based on publicly-available information, Option Care believes that Legacy Health System is the sole member of LVNA, as described in Article 4 of LVNA's Amended and Restated Articles of Incorporated, filed with the Oregon Secretary of State on May 5, 2005.

5. Describe all other entities involved in the proposed transaction.
   For each entity, describe the entity's business (including business lines or segments), ownership type (corporation, partnership, limited liability corporation, etc.), governance and operational structure (including ownership of or by a health care entity), annual revenues, and geographic areas of operation. For health care entities, also include provider type (hospital, physician group, etc.), facilities owned or operated, service lines, number of staff, geographic service area(s), and capacity or patients served in Oregon (e.g., number of licensed beds, number of patients, quantity of services provided annually). Include the mailing address, website(s), and Federal Tax ID(s) of entities involved in the proposed transaction. Limit the response to 500 words per entity described.

Amedisys, Inc. ("Amedisys") is a publicly-traded corporation headquartered in Baton Rouge, Louisiana with an executive office in Nashville, Tennessee. With approximately 20,000 employees, Amedisys currently provides home health, hospice, personal care, and high-acuity care through 530+ licensed care centers in 38 states nationwide. For Fiscal Year 2022, Amedisys had net revenue of $2,223,200,000, with $23,574,628 attributable to its Oregon home health operations and $3,866,632 attributable to its Oregon hospice operations. Between May 1, 2022 and April 30, 2023, Amedisys served 5,174 home health patients and 493 hospice patients, utilizing 101 home health clinicians and 18 hospice clinicians (with non-clinical staff of 33 and 7, respectively).

Amedisys is a governed by a Board of Directors, but operates all care centers through a holding company structure with intermediary administrative and operational management. While the Board of Directors of Amedisys, Inc. is responsible for establishing the overall strategic direction of the company as a whole, the Board does not exercise day-to-day management or operational oversight at the provider level. Rather, Amedisys has qualified individuals to supervise the operation of the individual licensed providers. With respect to Amedisys Oregon, LLC, Amedisys has designated Richard Ashworth as President, Scott Ginn as VP & Treasurer, and Jennifer Griffin as Secretary. These officers are responsible for the operation of Amedisys Oregon, LLC and its home health and hospice agencies. Amedisys does not own or operate any facilities, but instead delivers only in-home care to patients.

Amedisys' Oregon operations are limited to three Home Health Agencies and one Hospice Agency, all of which are owned by Amedisys Oregon, L.L.C., a subsidiary of Amedisys. The EIN for Amedisys Oregon, L.L.C. is 26-0528775 and its mailing address is 3854 American Way, Suite A, Baton Rouge, LA 70816. The home health agencies operated by Amedisys Oregon are located at 12021 NE Glenn Widing Drive, Bldg. G, Portland OR 97220-9550; 3220 State Street, Suite 100, Salem, OR 97301-6868; and 1820 NW Mulholland Drive, Roseburg, OR 97470-1945. The hospice agency operated by Amedisys Oregon is located at 1820 NW Mulholland Drive, Roseburg, OR 97470-1945.

Amedisys' EIN is 11-3131700, its mailing address is 3854 American Way, Suite A, Baton Rouge, LA 70816, and its website is http://www.amedisys.com.

6. Briefly describe the nature and objectives of the proposed material change transaction, including any changes in ownership, governance, or operational structure, any exchange of funds between the parties (such as any arrangement in which one party agrees to furnish the other party with a discount, rebate, or any other type of refund or remuneration in exchange for, or in any way related to, the provision of health care services).

At closing, Uintah Merger Sub, Inc. ("Merger Sub"), subsidiary of Option Care Health, Inc. governed by a board of directors, will be merged with and into Amedisys (the "Merger"). At that point, the separate corporate existence of Merger Sub shall cease, and Amedisys shall continue as the surviving corporation and a wholly-owned subsidiary of Option Care. Amedisys shall succeed to and assume all the rights, privileges, immunities, properties, powers and franchises of Merger Sub in accordance with applicable law. Please see the pre\post organizational charts attached as Exhibit A. The governing board of Option Care will be expanded to include three Amedisys directors, but the administrative management of the field-based operations of both organizations is expected to remain unaffected by the Merger.

The objective of the Merger is to create an organization that will be an independent post-acute platform to serve high-quality alternate site care to patients. The services of Amedisys and Option Care are complementary and will allow the larger organization to serve a broad patient population. Amedisys adds a strong presence to home health, hospice, and high-acuity care services that will enable Option Care to expand beyond its existing home and alternate site infusion services. The combined company will be positioned to meet growing demand for at-home health services.

There are no anticipated changes in health care services offered as a result of this transaction because the Merger affects only indirect owners of the licensed home health or hospice entities in the state of Oregon. In addition, there are no anticipated reductions in workforce in the Oregon market. Furthermore, since the entities currently offer services that are complementary to each other, the Merger will increase health equity and access for Oregon patients. The patients will not be impacted in any way by the Merger other than increased access to a wider scope of care.

Please see "Summary of Key Terms of Merger Agreement", attached here as Exhibit B, for additional detail.

7. Briefly describe any anticipated operational or management changes resulting from the transaction, including changes in health care services offered, staffing changes, new investments or other initiatives, implementation of new policies and procedures, and organizational structure changes. Include a description of the transaction's impact on the financial stability of any entity involved in the transaction.

As a result of the Merger, there are no anticipated operational or management changes which will directly affect the parties' existing Oregon providers. As noted above, management changes resulting from the Merger will be at the Amedisys and Option Care parent-company level, and the existing holding company structures of both organizations will remain substantially unaffected. More specifically, the service lines being offered, the personnel, and operations visible to an Oregon consumer will remain constant. If anything, the transaction will improve the financial stability of the Oregon licensed entities by leveraging the parties' complementary businesses and increasing resources for continued investment in the development, retention, and attraction of talent to ensure access to high-quality care across all communities in Oregon. The parties will continue to focus on providing the highest quality home-based care to as many patients as possible. Over time, the parties will work together to develop new modalities of care beyond home health, hospice, and high-acuity care that will enable patients to receive cost-effective, home and alternative site care.

The parties do not anticipate that the Merger will result in any changes to the existing managed care contracts held by each organization. Both Amedisys and Option Care expect to continue to render high-quality care to Medicare and Medicaid patients, as well as patients covered by commercial payors, pursuant to their current managed care arrangements. Additionally, one of the goals of the Merger is to enable a movement deeper into value-based care, which is designed to both enhance outcomes for patients and reduce the overall cost of care.

II. Impact from the Proposed Transaction

8. Describe the expected impact – increase, decrease, or no change – of the proposed transaction on access to affordable health care in Oregon. Explain your answer.

The parties expect and intend that, as a result of the Merger, there will be an increase in access to affordable infusion, home health and hospice care in Oregon. Additionally, the parties intend to be able to offer additional services that are typically needed by home health and hospice patients by leveraging Option Care's existing care delivery systems. The parties anticipate leveraging Option Care's facilities in order to expand Amedisys' current care center footprint and services offered to patients and incorporating infusion into Amedisys' care delivery model. For those patients needing infusion services, Amedisys would have the ability to provide better care coordination, less patient disruption and in many cases allow for a continued patient / caregiver relationship (e.g., the same nurse can provide multiple services). Long term, the parties will work to develop new "pre-acute" offerings designed to keep patients healthy at home and reduce hospital admissions. The parties will also utilize Amedisys' care centers to extend Option Care's ambulatory infusion suite footprint allowing for further reach into many communities. Option Care, like Amedisys, is the highest quality provider of infusion services which is a benefit to patients. Option Care has a robust limited distribution product portfolio allowing for patients to receive more therapies. The parties have no plans to discontinue providing any services currently offered in Oregon. Furthermore, the parties believe that the Merger will result in a mutual benefit to both organizations, resulting in greatly increased resources and operational strength which can be further deployed to benefit consumers, including residents of Oregon.

9. Explain how, if at all, the proposed transaction will:
   a. improve health outcomes for residents of this state.

The transaction will allow the post-Merger organization to offer additional services to patients across the full continuum of post-acute care. The combined organization will have a national clinician force of health care providers to further increase access to care for patients. The increase in both number of clinicians and services offered will create a unique healthcare services provider that focuses on quality of patient care and outcomes. The parties' ability to coordinate services across High Acuity Care, Home Health, Infusion and Hospice (if needed) will create a much better patient experience, less administrative and scheduling burden on patients and help keep them where they want to be – at home. The Merger will also allow the entities to collaborate and strategize together to further enhance opportunities to increase patient engagement, enhance patient outcomes, and offer value-based care to benefit patients. The Merger will allow the companies to develop care programs and deepen community relationships which will improve health outcomes for Oregon residents.

   b. benefit the public good by reducing the growth in patient costs. (If the transaction will not reduce the growth in patient costs, explain why the proposed transaction is in the best interest of the public.)

The overall objective of the Merger is to increase access to care for patients by reaching a larger patient population while also offering additional services and decreasing patient costs. By focusing on home-based care, as a low cost care delivery setting, the parties will facilitate a reduction in the overall cost of care. Additionally, Amedisys and Option Care have strong records of working closely with payers to offer consistently high-quality care at an appropriate cost for patients and the Merger will allow the resulting organization to further those efforts and facilitate the provision of value based care. By engaging with additional payers and expanding its patient population, the Merger will benefit the public good by providing high-quality care to more patients at a lower cost to patients. Together, the companies are expected to deepen their relationships with commercial and governmental payers to deliver more affordable care to patients under one entity.

c. benefit the public good by increasing access to services for medically underserved populations.

Both parties have strong commitments to supporting medically underserved areas, both urban and rural. The expansion of home-based care through the Merger will result in increased availability of affordable care to such areas. Additionally, the combined organization will have a larger work force available to offer services to patients and, therefore, will be able to serve more patients around Oregon, particularly patients in medically underserved populations.

d. benefit the public good by rectifying historical and contemporary factors contributing to health inequities or access to services.

Availability and cost of care have been two major factors which historically contribute to health inequities. Amedisys and Option Care provide the highest quality care at the most affordable price. The combined organization will be able to invest heavily in growing the scope of services offered, resulting in increased patient access to care and thereby promote health equity. Care provided in the home has great potential for reducing health inequities and increasing access to care, in particular for patients with chronic conditions and mobility issues. Amedisys and Option Care's focus on providing care in the home should help rectify inequities that are based on inability to access convenient care.

10. Will the proposed transaction result in a decrease in competition? If no, please explain. If yes, describe any anticompetitive effects that may result from the proposed transaction.

No anticompetitive effects are anticipated to result from the Merger. The parties are not competitors. As previously stated, the number, availability, and quality of home health, hospice, and infusion providers within Oregon will not change. None of the licensed entities affected by this transaction are planned to close or be consolidated.

11. Indicate the date and nature of any applications, forms, notices, or other materials you have submitted regarding the proposed material change to any other state or federal agency. *Indicate the date and nature of any other applications, forms, notices, or other materials provided to other state for federal agencies relative to the proposed material change, including but not limited to the Oregon Department of Consumer and Business Services, Oregon Public Health Division, Oregon Department of Justice, U.S. Department of Health and Human Services (e.g., Pioneer ACO or Medicare Shared Savings Program application), Federal Trade Commission, and U.S. Department of Justice.*

As part of the Merger, the parties are required to make a number of filings and notices across various states. The parties are in process of compiling many of those filings and notices, which will be submitted in the coming weeks. As of the date of this Notice, the parties have submitted the following state regulatory filings:

- Maryland – Notice of Acquisition/Transfer of Ownership Interest of a Hospice Agency Certificate of Need – Submitted on May 12, 2023.
- Maryland – Notice of Acquisition/Transfer of Ownership Interest of a Home Health Agency Certificate of Need - Submitted on May 12, 2023.
- Connecticut – Notice of Transfer of Ownership of Home Health Agency License - Submitted on May 12, 2023.
- Connecticut – Notice of Transfer of Ownership of Hospice Agency License - Submitted on May 12, 2023.

The parties submitted Notification and Report Forms to the Federal Trade Commission and U.S. Department of Justice, Antitrust Division pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 on Wednesday, May 17, 2023.

Various written communications relating to the proposed Merger made by or on behalf of the parties that are made publicly available and filed with the US Securities and Exchange Commission.

12. Will the proposed material change transaction change control of a public benefit corporation or religious corporation?

No.

III. Signature

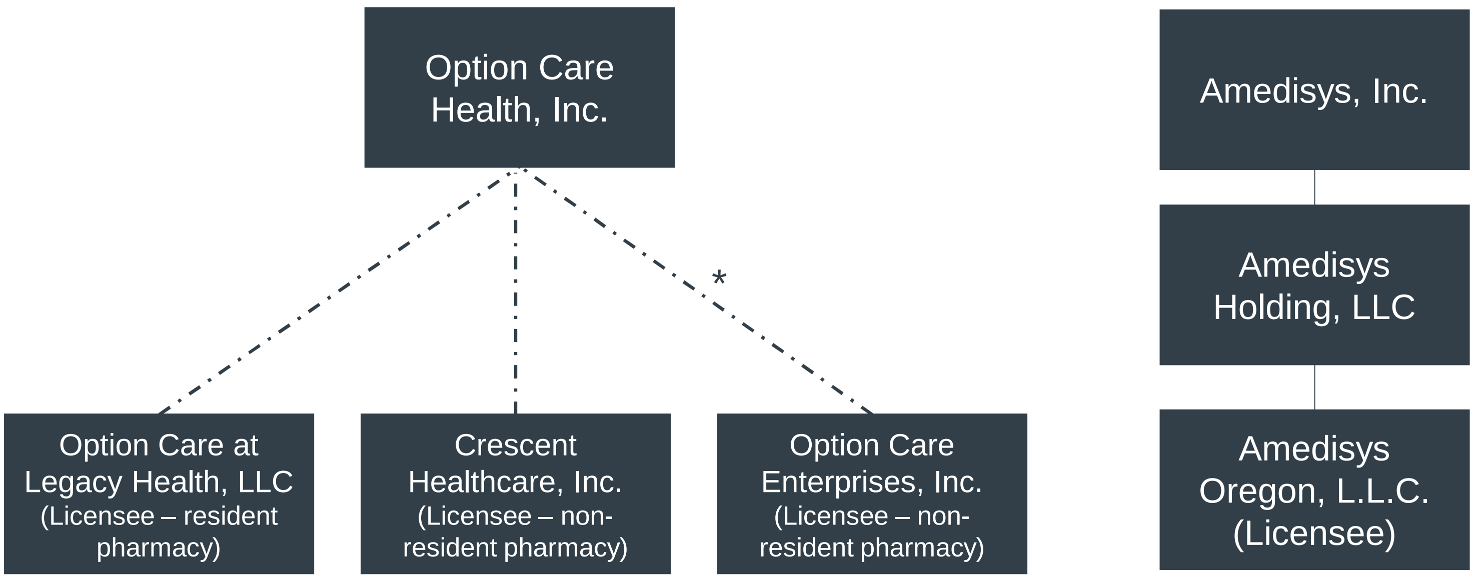
Certification and attestation are not required. The electronic signature below should be the name entered in Question #1 and an individual who can sign on behalf of the applicant.

Electronic Signature Reed Williams Date 5/18/23

v. 2023-01

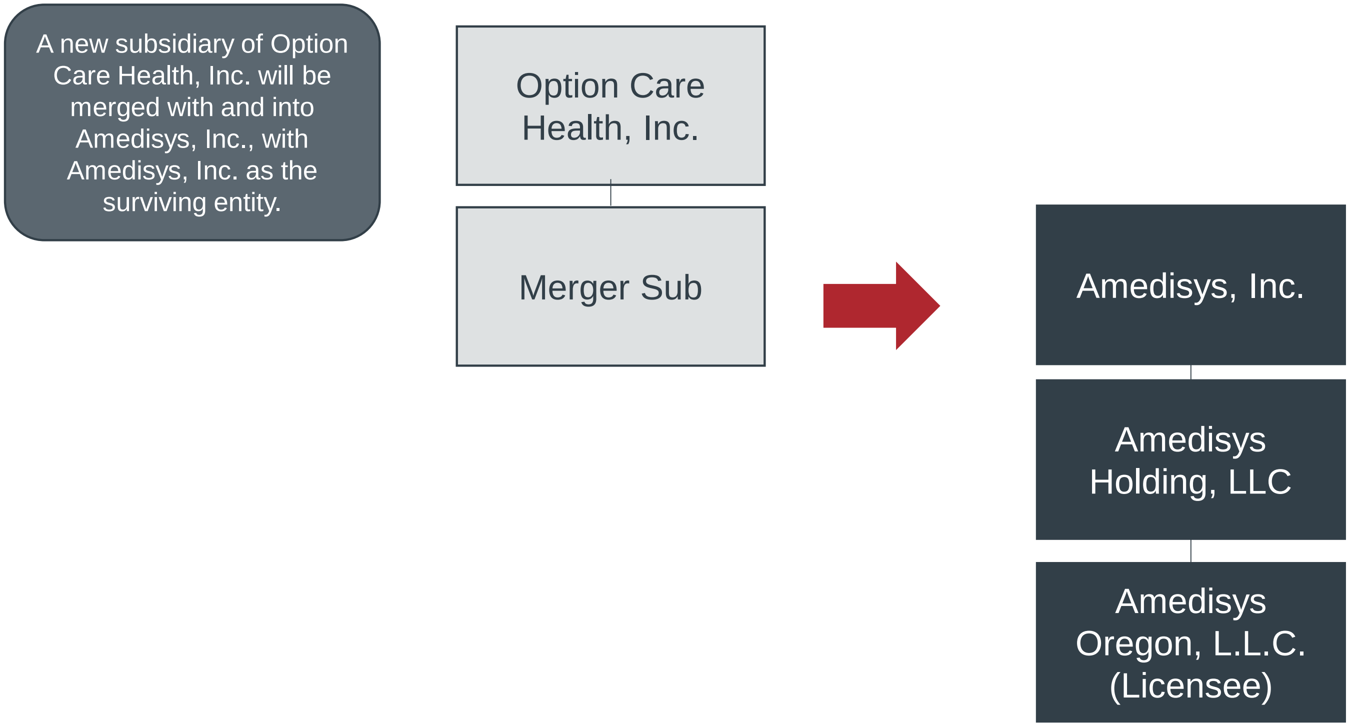
Exhibit A

Current Organizational Charts for Oregon Operations



** Note: intervening holding companies between Option Care Health and the Option Care licensed entities are not shown here.*

Merger Mid-Step



Post-Closing Organizational Chart

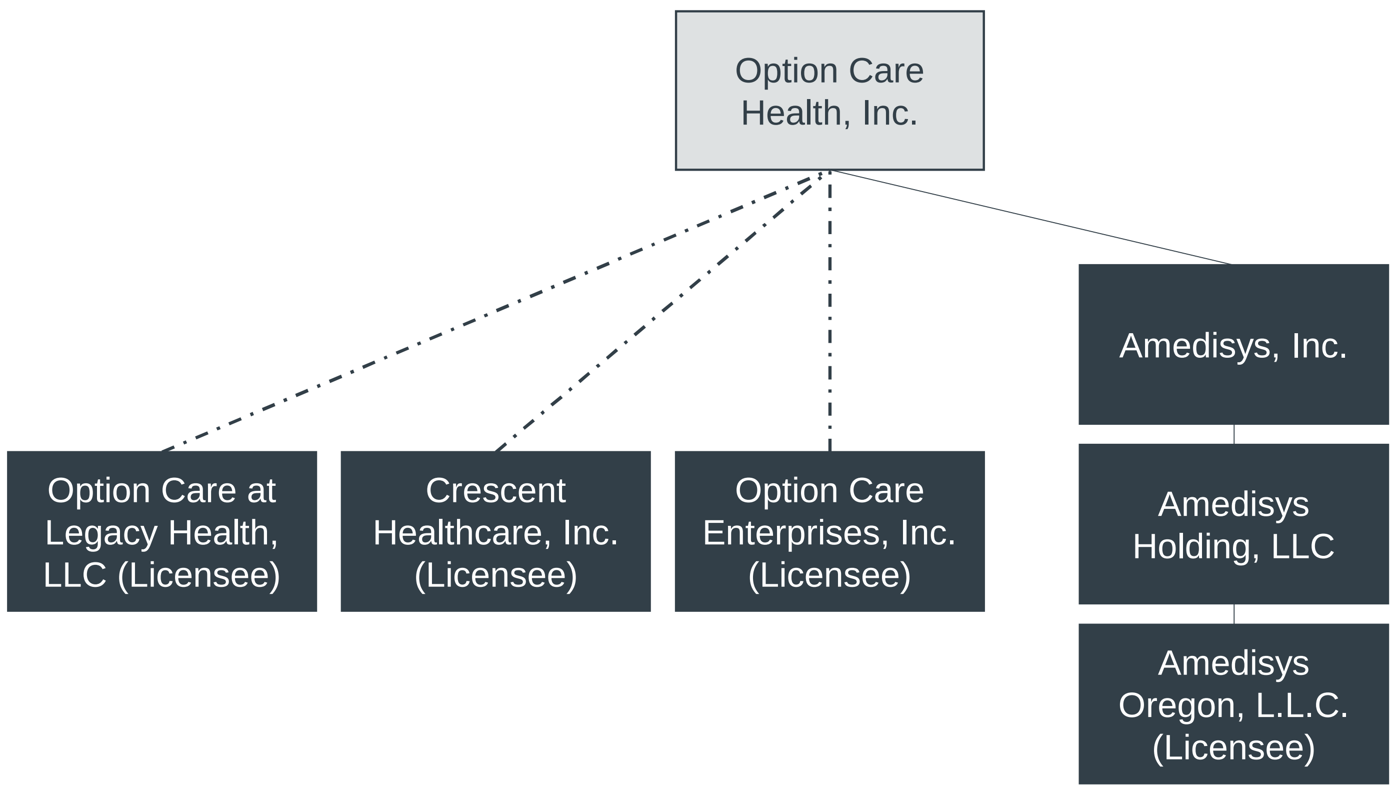


Exhibit B

Summary of Key Terms of Merger Agreement

TRANSACTION OVERVIEW

- **Merger Consideration**
  - Amedisys's common stockholders will receive 3.0213 shares of Option Care Health ("OPCH") common stock per share of Amedisys common stock and, if applicable, cash in lieu of any fractional shares of Amedisys common stock
- **Reverse Subsidiary Merger Structure**
  - Reverse subsidiary merger with a newly formed subsidiary of OPCH merging with and into Amedisys, with Amedisys surviving the merger (the "Merger")
  - Following the Merger, Amedisys will be a wholly-owned subsidiary of OPCH
- **Tax Consequences**
  - The Merger will be a tax-free transaction for U.S. federal income tax purposes for Amedisys stockholders
- **Appraisal Rights**
  - Because the Merger Consideration is stock, under Delaware law, Amedisys stockholders will not be entitled to appraisal rights

BOARD OF DIRECTORS OF THE COMBINED COMPANY

- Following closing, OPCH Board to consist of ten directors
  - Amedisys Board will have the right to designate three directors to the OPCH Board
  - Two of Amedisys's designees must also be independent under both (i) NASDAQ rules and (ii) published guidance of both ISS and Glass Lewis
- All directors of Amedisys will resign from the Amedisys board, effective as of the Closing

STOCKHOLDER APPROVAL

- **Amedisys Stockholder Approval**
  - Amedisys will hold a meeting of its stockholders to approve the Merger Agreement

- Stockholder approval by the holders of a majority of Amedisys's outstanding shares (the "Amedisys Stockholder Approval") will be required as a condition to Closing

➢ **OPCH Stockholder Approvals**

- OPCH will hold a meeting of its stockholders to approve the issuance of shares of OPCH common stock in connection with the Merger (the "OPCH Share Issuance") and the amendment of its certificate of incorporation to increase the number of authorized shares of OPCH common stock from 250,000,000 to 500,000,000

- Stockholder approval of (i) the share issuance by the holders of a majority of the votes cast by holders of OPCH common stock entitled to vote thereon and (ii) the charter amendment by the holders of a majority of OPCH's outstanding shares ((i) and (ii), the "OPCH Stockholder Approvals"), will be required as a condition to Closing

REGULATORY MATTERS

➢ HSR approval will be required in connection with the proposed transaction

➢ Additional approvals will be required in certain states in which Amedisys operates licensed assets

➢ Each of the parties agrees to:

- Use reasonable best efforts to obtain approval for the transaction under the HSR Act and other applicable laws, which includes defending any lawsuits or other actions challenging the Merger

➢ Both Amedisys and OPCH agree not to enter into any other transactions that would reasonably be expected to materially delay or prevent the consummation of the Merger or materially increase the risk of not obtaining any consent or approval from any governmental entity that is a condition to the closing

MUTUAL CONDITIONS TO CLOSING OF THE MERGER

➢ **Stockholder Approvals**

- Each of the Amedisys Stockholder Approvals and the OPCH Stockholder Approvals must be obtained

➢ **HSR Act**

- Any applicable waiting periods under the HSR Act have expired or been terminated

➢ **No Injunctions**

- Absence of any order issued by any governmental entity or applicable law enacted or promulgated after the date of the Merger Agreement, in each case, which has the effect of enjoining or prohibiting the consummation of the Merger

- **Registration Statement**

  - The Form S-4 has become effective under the Securities Act and is not the subject of any stop order

- **Stock Exchange Listing**

  - The shares of OPCH common stock to be issued in the OPCH Share Issuance have been approved for listing on the NASDAQ

OPCH CONDITIONS TO CLOSING OF THE MERGER

- **Reps and Warranties**: Accuracy of Amedisys's reps/warranties, generally subject to "Material Adverse Effect" qualifiers, except:

  - "Fundamental" reps/warranties relating to organization, good standing, corporate power, corporate authority, non-contravention, agreements with respect to Amedisys equity securities, stockholder rights plans, Amedisys subsidiaries, Amedisys voting requirements, opinion of Amedisys's financial advisors and Amedisys's brokers (x) that are qualified by materiality, are required to be true and correct and (y) that are not true and correct, are required to be true and correct in all material respects

  - "Fundamental" reps/warranties relating to Amedisys capitalization (excluding the representation that no shares of Amedisys common stock are owned by any subsidiary of Amedisys) and no other Amedisys equity securities are required to be true and correct <u>except for any de minimis inaccuracies</u>

  - Reps/warranties relating to no Material Adverse Effect with respect to Amedisys are required to be true and correct in all respects

- **Covenants**: Amedisys has performed in all material respect all obligations required to be performed by Amedisys at or prior to the Closing Date under the Merger Agreement

AMEDISYS CONDITIONS TO CLOSING OF THE MERGER

- **Reps and Warranties**: Accuracy of OPCH's reps/warranties, generally subject to "Material Adverse Effect" qualifiers, except:

  - "Fundamental" reps/warranties relating to organization, good standing, corporate power, corporate authority, non-contravention, agreements with respect to OPCH equity securities, stockholder rights plans, OPCH subsidiaries, OPCH voting requirements, opinion of OPCH's financial advisors and OPCH's brokers (x) that are qualified by materiality, are required to be true and correct and (y) that are not true and correct, are required to be true and correct in all material respects

  - "Fundamental" reps/warranties relating to OPCH capitalization and no other OPCH securities are required to be true and correct <u>except for any de minimis inaccuracies</u>

- Reps/warranties relating to no Material Adverse Effect with respect to OPCH are required to be true and correct in all respects

- **Covenants**: OPCH has performed in all material respect all obligations required to be performed by OPCH at or prior to the Closing Date under the Merger Agreement

NON-SOLICITATION (APPLIES TO BOTH AMEDISYS AND OPCH)

- **After the signing of the Merger Agreement, each party (and its affiliates, and its and their respective officers, directors, employees and representatives)**:

  - May not, directly or indirectly, solicit, initiate, or knowingly encourage (including by way of furnishing non-public information) or take any other actions to knowingly facilitate any inquiries relating to the submission of, or the making of, any proposals that would constitute an Alternative Transaction

  - Must terminate any ongoing direct or indirect solicitation, encouragement, discussions or negotiations with any persons (other than the other party to the Merger) with respect to a proposal for an Alternative Transaction, including terminating all access granted to any such person to any data room

  - May not engage in, participate in or otherwise continue any discussions or negotiations with any person with respect to inquiries or proposals relating to (or that would reasonably be expected to lead to) an Alternative Transaction

  - May not amend or grant any waiver or release under, or fail to enforce, any standstill or similar agreement with respect to any class of equity securities (subject to certain fiduciary exceptions)

  - May not approve, authorize, agree or publicly announce an intention to approve, authorize or agree any Alternative Transaction

NOTIFICATION AND NEGOTIATION PROCEDURES (APPLIES TO BOTH AMEDISYS AND OPCH)

- Each party is required to inform the other party promptly (and in any event within 24 hours of receipt by a member of the board or an executive officer or, if received by another representative, the time such person became aware) of any request for information, proposal, or inquiry relating to an alternative transaction, the material terms and conditions of such request, proposal or inquiry and the identity of the person making such request, proposal or inquiry

- Each party must keep the other party reasonably informed with respect to the status and details (including any amendments or proposed amendments) of any such request, proposal or inquiry on a reasonably current basis and provide copies as soon as reasonably practicable (and in any event within 24 hours after receipt or delivery) of all correspondence and other written materials exchanged between the party and any person making such request, proposal or inquiry

- If, prior to obtaining the applicable stockholder approval, a party receives a *bona fide* written proposal relating to an Alternative Transaction from a third party that did not result from a breach of the Merger

Agreement, such party may furnish information to, and participate in negotiations or discussions with, the third party if:

- The party's board determines in good faith, after consultation with its financial advisor and outside counsel, that such proposal constitutes or could reasonably be expected to result in a Superior Proposal

- The other party is provided with any non-public information provided to the third party (to the extent not previously provided to such other party)

- The party has entered into a confidentiality agreement with such third party containing provisions no less favorable in any material respect to the party than those included in the confidentiality agreement entered into with the other party

ABILITY TO CHANGE BOARD RECOMMENDATION (APPLIES TO BOTH AMEDISYS AND OPCH)

➢ A party's board may (i) withdraw, qualify, modify or fail to make its recommendation that its stockholders approve and adopt the Merger Agreement and the Merger, (ii) approve or recommend an Alternative Transaction, (iii) fail to include in the proxy statement the recommendation of the party's board in favor of the Merger Agreement and the Merger (or OPCH Share Issuance and OPCH Charter Amendment, as applicable), (iv) fail to publicly, within 10 business days after commencement of a tender offer or exchange offer, recommend the rejection of such tender or exchange offer and reaffirm its recommendation of the Merger Agreement and Merger or (v) fail to publicly reaffirm its recommendation of the Merger Agreement and the Merger within 10 business days of the other party's request (a "<u>Recommendation Change</u>"), <u>only if</u>:

- The party's board determines in good faith, after consultation with its financial advisor and outside counsel that the failure to take such action would be inconsistent with the party board's fiduciary duties

- Such Alternative Transaction constitutes a Superior Proposal or such action is in response to an Intervening Event

- The party has given the other party at least 5 business days' notice of its intention to take such action, commonly known as a "match period" and has provided the other party with copies of the relevant documents

  – **<u>Note</u>**: If at any time there are material changes to the terms of the Superior Proposal or the relevant facts and circumstances of an Intervening Event, the party must give the other party an additional match period of 3 business days

- The party has negotiated in good faith with other party during the relevant match period to enable the other party to propose an offer that would cause such Superior Proposal to no longer constitute a Superior Proposal or revisions to the Merger Agreement that would not require the party's board to make a Recommendation Change in response to an Intervening Event

- Following the end of the notice period, the party's board determines in good faith, after consultation with its financial advisor and outside counsel, that:
  - In the case of a Superior Proposal, the Superior Proposal continues to constitute a Superior Proposal (giving effect to any proposed revisions in the other party's revised offer) and the failure to take such action would be inconsistent with the party board's fiduciary duties
  - In the case of an Intervening Event, the failure to take such action would be inconsistent with the party board's fiduciary duties

CERTAIN DEFINITIONS

- "<u>Superior Proposal</u>" means any *bona fide* written proposal made a by third party that:
  - If consummated would result in a third party acquiring more than 50% of the voting power of the party's common stock or assets representing 50% or more of the revenues, net income or assets of the party and its subsidiaries taken as a whole;
  - The party board determines in good faith, after consultation with its financial advisor and legal counsel (taking into account any offer by the other party to amend the terms of the Merger Agreement), is superior from a financial point of view to the party's stockholders than the transaction contemplated by the Merger Agreement; and
  - Is reasonably likely to be completed in accordance with its terms
- "<u>Alternative Transaction</u>" means:
  - A merger, consolidation share exchange, tender offer, share issuance or similar transaction pursuant to which any person other than the other party and its subsidiaries acquires or would acquire 20% of the outstanding shares of common stock or other equity securities of the party representing 20% or more of the equity or voting power of the party
  - Any transaction or series of transactions pursuant to which a third party acquires or would acquire, directly or indirectly, control of assets or businesses of the party representing 20% or more of the revenues, net income or assets of the party and its subsidiaries taken as a whole
  - Any disposition of assets to a third party representing 20% or more of the revenues, net income or assets (on a consolidated basis) representing 20% or more of the revenues, net income or assets (on a consolidated basis) of the party and its subsidiaries taken as a whole
- "<u>Intervening Event</u>" means:
  - an event or circumstance with respect to the party or any of its subsidiaries that materially improves the business, assets, operations or prospects of the party and its subsidiaries, taken as a whole
  - that was not known or reasonably foreseeable to the party's board (or if known or reasonably foreseeable, the consequences of which are not known to or reasonably foreseeable by the party's board on the date of the Merger Agreement)

- An Alternative Transaction is not an Intervening Event

TERMINATION RIGHTS UNDER THE MERGER AGREEMENT

- **Mutual Agreement**: Mutual written consent of Amedisys and OPCH

- **Injunction**: By either party if there is a permanent, injunction or other judgment or order issued by a governmental entity or court of competent preventing the consummation of the merger or if any expiration, termination or authorization from a governmental entity required to be obtained has been permanently denied and such injunction, order or denial has become final and nonappealable

- **Outside Date**: By either party if the closing is not completed on or before February 5, 2024 (the "Outside Date"), provided the "Outside Date" will be extended to May 3, 2024 where the failure to close on or before the Outside Date relates only to a failure to obtain requisite antitrust or regulatory healthcare approvals (all other conditions having been fulfilled)

- **Shareholder Approval Not Satisfied**: By OPCH or Amedisys if the requisite Amedisys shareholder approval or OPCH shareholder approval, respectively, has not been obtained

- **Breach by Amedisys**: By OPCH (provided that OPCH is not also in breach) if there is a breach by Amedisys that would result in certain OPCH closing conditions not being satisfied and is unable to be cured by the earlier of (x) the Outside Date and (y) 45 days of written notice thereof from OPCH

- **Change in Board Recommendation**: By OPCH or Amedisys, if at any time prior to the OPCH or Amedisys Stockholders Meeting, as applicable, the Board of OPCH or Amedisys, respectively, shall have made a change in its recommendation in favor of the Merger Agreement and transactions contemplated thereby

- **Breach by OPCH**: By Amedisys (provided that Amedisys is not also in breach) if there is a breach by OPCH that would result in certain Amedisys closing conditions not being satisfied and is unable to be cured by the earlier of (x) the Outside Date and (y) 45 days of written notice thereof from Amedisys

TERMINATION FEE (APPLIES TO AMEDISYS AND OPCH)

- Each party will be required to pay a termination fee if the Merger Agreement is terminated in the following circumstances:

- Either party terminates the Merger Agreement after the other party's board changes its recommendation

- All of the following occur:

    - Either party terminates the Merger Agreement after the other party Board changes its recommendation; and

    - Either party terminates the Merger Agreement because the other party's stockholder vote is not obtained

- All of the following occur:
  - Either party terminates the Merger Agreement after the Outside Date passes; and
  - Within 12 months of such termination, an Alternative Transaction is consummated by the other party or the other party enters into an agreement for an Alternative Transaction
- All of the following occur:
  - The Merger Agreement is terminated due to a breach thereof; and
  - Within 12 months of such termination, an Alternative Transaction is consummated by the other party or the other party enters into an agreement for an Alternative Transaction
- All of the following occur:
  - A proposal for an Alternative Transaction for a party becomes publicly known;
  - The Merger Agreement is terminated by either party because the other party's stockholder vote is not obtained; and
  - Within 12 months of such termination, an Alternative Transaction is consummated by the other party or the other party enters into an agreement for an Alternative Transaction

➢ **Termination Fee Amount**: $106,000,000

- 3.3% of Amedisys's fully diluted equity value at transaction valuation

SPECIFIC ENFORCEMENT; SOLE AND EXCLUSIVE REMEDY

➢ **Specific Enforcement; Sole and Exclusive Remedy**:

- Each party is entitled to seek both a grant of specific performance and payment of damages
- However, if the Merger Agreement is terminated and the OPCH Termination Fee or Amedisys Termination Fee is payable, payment of the OPCH Termination Fee or Amedisys Termination Fee would be Amedisys's or OPCH's, as applicable, sole and exclusive remedy against OPCH or Amedisys and their respective affiliates and representatives, as applicable, except with respect to claims for willful breach or claims under the confidentiality agreement

DEFINITION OF "MATERIAL ADVERSE EFFECT"

General Definition

"Material Adverse Effect" means any change, event or development (each, a "Change") that, has had, or would reasonably be expected to have, individually or in the aggregate with all other Changes, a material adverse effect on the business, financial condition or results of operations of Amedisys and its subsidiaries (taken as a whole) or OPCH and is subsidiaries (without giving effect to the Merger) (taken as a whole), respectively

Exclusions
The following Effects are excluded in determining whether a Material Adverse Effect has occurred

BUSINESS ENVIRONMENT

- Economic Conditions: General economic or political conditions in the U.S. or any foreign jurisdiction*
- Markets: Conditions in the securities, financial markets, credit markets or capital markets conditions*
- Industry Conditions: Changes generally affecting the industries in which Amedisys or OPCH operates*
- War/Terrorism: Geopolitical conditions, outbreaks or escalation or worsening of hostilities, acts of war, sabotage, terrorism, or any trade wars or sanctions*
- Natural Disaster: Hurricanes, tornadoes, floods, earthquakes or other natural disasters*
- COVID-19: any epidemic, pandemic or other outbreak of illness or disease or public health (including COVID-19) or quarantine, "shelter in place," "stay at home," social distancing, shut down, closure, sequester, safety or similar applicable laws, guidelines or regulations promulgated by any governmental authority (including CDC or WHO), in each case, in connection with or in response to COVID-19[*]

TRANSACTION- RELATED

- **Execution and Public Announcement**: Resulting from the execution and delivery of the Merger Agreement or the public announcement or pendency of the merger and the transactions contemplated by the Merger Agreement, including

  (i) any litigation resulting or arising therefrom or with respect thereto,

  (ii) the impact on the relationships, of Amedisys or OPCH and their subsidiaries, respectively, with customers, suppliers or partners or

  (iii) compliance with performance of the Merger Agreement

[*] Except this exclusion shall not apply to the extent the Change has had a disproportionate adverse effect on Amedisys and its subsidiaries or OPCH and its subsidiaries, respectively, relative to the other participants in the industries in which OPCH or Amedisys, as applicable, and their respective subsidiaries operate

(other than with respect to the Corporate Authority and Non- Contravention representations made by Amedisys or OPCH, respectively or, in each case, the conditions related to these representations)

- **Required Action**: Any action (1) specifically required to be taken by either Amedisys or OPCH pursuant to the Merger Agreement; (2) taken (or failure to be taken) by either Amedisys or OPCH at the written direction of the other party; or (3) taken with the prior written consent of the other party

- **Reasonable Best Efforts Covenant**: The taking by either Amedisys or OPCH of any action required by the Merger Agreement's Reasonable Best Efforts covenant described in further detail in Slide 6

- **Transaction Litigation**: Stockholder demands, litigations, arbitrations or other similar claims, actions, suits or proceedings (including derivative claims) commenced against Amedisys or OPCH, respectively, or its respective subsidiaries' or its subsidiaries' respective directors or officers relating to the Merger Agreement or the Merger or any matters relating thereto

LEGAL AND ACCOUNTING

- **Legal/GAAP Changes**: Changes in applicable law or GAAP (or the enforcement or authoritative interpretation of either of the foregoing)[*]

AMEDISYS/OPCH -RELATED

- Market Price or Trading Volumes: In and of itself, changes in the market price or trading volume of the securities of Amedisys or OPCH, respectively (but any facts or occurrences giving rise to or contributing to such change may factor into a determination of whether there has been or would reasonably be expected to be a Material Adverse Effect)

- Failure to Meet Forecasts: In and of itself, any failure by Amedisys or OPCH, respectively, to meet any internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial metrics for any period (but any facts or occurrences giving rise to or contributing to such change may factor into a determination of whether there has been or would reasonably be expected to be a Material Adverse Effect)

REPRESENTATIONS/WARRANTIES AND INTERIM OPERATING COVENANTS

➢ **Representations and Warranties**

- Amedisys's representations and warranties are customary for a target in a public company transaction of this size and are generally qualified by MAE, subject to specified lookback periods (generally January 1, 2021)

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[*] Except to the extent the Effect has had a materially disproportionate adverse effect on Durango relative to other companies of a similar size operating in the industries in which Durango and its subsidiaries conduct business, in which case, only the incremental disproportionate adverse impact may be taken into account in determining whether there has occurred a Company Material Adverse Effect

- OPCH's representations and warranties are generally reciprocal, except for certain representations regarding absence of certain changes, benefit plans, labor and employment, material contracts, IP and real property

➢ **Interim Operating Covenants**

- During the period between signing and closing:

  – Amedisys is subject to customary interim operating covenants that limit its and its subsidiaries' ability to take certain actions

  – OPCH is subject to a more limited set of interim operating covenants that limit its and its subsidiaries' ability to take certain actions

- Scope of the proposed Amedisys covenants is customary for a public company acquisition of this size

- With respect to actions taken (or not taken) commercially reasonably in response to COVID-19, Amedisys will keep OPCH reasonably informed of, and to the extent reasonably practicable, consult with OPCH prior to taking any material action with respect to COVID-19

INDEMNIFICATION AND D&O INSURANCE

➢ For 6 years after closing, OPCH will cause the indemnification and exculpation from liabilities (including the right to advancement of expense) for acts and omissions or other matter occurring at or prior to consummation of the transactions under the Merger Agreement now existing in favor of the current or former directors, officers, members, managers, employees or agents of Amedisys or any subsidiary of Amedisys (each, an "Existing Indemnified Party") as provided for in the organizational documents of Amedisys and any of its subsidiaries, or any indemnification contract between Amedisys and any Existing Indemnified Party to remain and continue in full force and effect

➢ For 6 years after closing, OPCH will indemnify, defend and hold harmless, the fullest extent permitted by law, the current or former directors or officers of Amedisys or any subsidiary of Amedisys (the "D&O Indemnified Parties") against any costs, expenses or liabilities incurred in connection with, arising out of or related to any actual or alleged action related to matters existing or occurring or alleged to have occurred prior to closing

➢ For 6 years after closing, OPCH will maintain in effect Amedisys's current D&O liability insurance with respect to acts or omissions occurring at or prior to the Effective Time on terms that are equivalent to those of the D&O insurance policy in effect at signing of the Merger Agreement, subject to a maximum annual premium of 300% of Amedisys's current annual premium for Amedisys's existing D&O liability insurance

➢ Acquiror's indemnification and insurance obligations are enforceable by the D&O Indemnified Parties as third-party beneficiaries of these provisions