

- 1. Provide copies of all documents submitted to OHA’s Health Care Market Oversight Program in its review of Transaction ID 066, including all documents submitted with the Notice and in response to all supplemental requests for information to date. This request is ongoing throughout the duration of this review.**

The parties have uploaded all documents to a box.com folder and we have shared such link with the CCO Form A review team. For convenience, we have included a link to such folder in our cover email.

- 2. Provide copies of responses to all requests for information issued by the Department of Consumer and Business Services related to its review of the proposed transaction to date. This request is ongoing throughout the duration of this review.**

The parties have not yet received any supplemental requests from DCBS related to this transaction, but we will include the CCO Form A team on any applicable responses.

- 3. Confirm whether the arrows depicted on page 1 of Exhibit 2.c.1 and Exhibit 2.c.ii between MultiCare and other entities represent 100% ownership and control by MultiCare.**

All entities on Exhibit 2.c.i and 2.c.ii, are wholly owned subsidiaries except for Atlas Healthcare Partners, LLC, MultiCare Atlas JV, LLC, Neospine Puyallup Spine Center, LLC and MEC Spokane Valley LLC. Please see revised RFI Exhibit 2.c.i, which includes a pre-closing organizational chart showing all those entities in which MultiCare has a less than 100% ownership interest.

- 4. Describe the current relationship between MHS Employees, LLC and MultiCare.**

MHS Employees, LLC is a wholly owned subsidiary of MultiCare. This is an entity for previously employed MultiCare employees that lived outside of the State of Washington.

- 5. The entity “Trauma Trust” is listed as a “Washington Nonprofit Corporation” on Exhibit 2.c.1 and Exhibit 2.c.ii. A search of Washington Secretary of State Corporations and Charities Filing System indicates this entity was voluntarily dissolved as of December 31, 2025. Please confirm the status of this entity and all other entities listed in the aforementioned exhibits. .**

Trauma Trust was dissolved as of December 31, 2025. Attached as RFI Exhibit 2.c.i is an updated organizational chart showing both wholly owned subsidiaries and joint ventures.

- 6. Confirm whether any entity set forth in Exhibit 2.c.1 or Exhibit 2.c.ii has a reorganization or liquidation proceeding pending against it.**

None of the entities listed on Exhibits 2.c.i or 2.c.ii has a reorganization or liquidation proceeding against it.

- 7. Update the post-closing MultiCare organizational chart, Exhibit 2.c.ii, to include all Samaritan entities and subsidiaries.**

We have enclosed an updated version of Exhibit 2.c.ii, which is labeled RFI Exhibit 2.c.ii.

- 8. Provide a National Association of Insurance Commissioners (“NAIC”) Biographical Affidavit (“Form 11”) for Deedra Smith Walkey, who was listed as a director of MultiCare in Exhibit 3.a.i.**

We are in the process of gathering this affidavit and will provide it to OHA as soon as it is complete.

- 9. Provide a completed background check for Deedra Smith Walkey, if applicable.**

We are in the process of gathering the background check information and will instruct the vendor to provide its report to OHA as soon as it is complete.

- 10. MultiCare’s most recent annual report filed with the Washington Secretary of State lists Tara Perry, Robert Yost, and John Folsom as “governors.” Please clarify if these individuals are directors or officers of MultiCare and, if so, provide an NAIC Form 11 for each.**

Tara Perry, Robert Yost, and John Folsom are each former directors. None are current officers.

- 11. Item 3.a.2 of the Form A requires an NAIC Form 11 for any person “who will control the CCO after the proposed transaction.” Provide an NAIC Form 11 for each InterCommunity Health Network CCO board member and officer.**

Please see the email correspondence from Tyler Jacobsen regarding the scope of this request.

- 12. Provide completed background checks for each proposed board member and officer of InterCommunity Health Network CCO.**

Please see the response to Inquiry 11 above.

13. Section 4.7(d) of the Affiliation Agreement appears to contain bracketed information. Confirm final terms of this provision.

Please disregard the brackets in this section. The bracketed terms are the final terms.

14. Provide copies of all documents and instruments required by Section 3.2 of the Affiliation Agreement, including without limitation all board resolutions or written consents of each party approving the proposed transaction.

The deliverables listed in Section 3.2 are to be provided by Samaritan and MultiCare as of the Closing Date. Accordingly, the parties have not compiled these documents. However, the board resolutions approving the execution of relevant transaction documents are enclosed as Exhibit 14.

15. Provide copies of all Schedules (including Disclosure Schedules) referenced in the Affiliation Agreement.

The disclosure schedules are enclosed as RFI Exhibit 15.

16. Provide a copy of the completed Enforcement Committee Charter and the resolutions creating the Enforcement Committee.

The requested charter is enclosed as RFI Exhibit 16.

17. Provide copies of all documents submitted to any other regulator in connection with the proposed transaction, including those submitted to obtain the consents referenced in Exhibit 8.4 to the Affiliation Agreement.

As a copy of Samaritan's filing with the Oregon Department of Justice Charities Division is enclosed as RFI Exhibit 17. The parties have already provided copies of all other regulatory filings associated with this transaction. Please note that Samaritan will submit the filing with the Hawaii Department of Insurance post-closing, consistent with applicable regulations.

18. Describe any anticipated changes to the InterCommunity Health Network CCO workforce, including any expected reductions. Identify the affected service areas and any expected timing for the changes.

MultiCare has not identified any expected changes in InterCommunity CCO's workforce. The intent is for Samaritan's existing staff who support InterCommunity CCO to continue supporting InterCommunity CCO post-closing.

19. Page 15 of the Form A states that “[c]urrently, there is an intercompany Management and Administrative Services Agreement between Samaritan Health Services and InterCommunity Health Network CCO. This agreement will likely be terminated to reflect the new organizational structure, as described above.”

In the initial Form A filing, we referenced the termination of an existing management services agreement (“MSA”) between Samaritan and InterCommunity CCO. With this submission, we are updating the Form A to clarify that the existing MSA will remain in place post-closing, with Samaritan’s existing staff providing existing services to InterCommunity CCO. There is no timeline or current expectation to terminate the MSA in the foreseeable future. Although there may be opportunities for either MultiCare or PSW to provide services to InterCommunity CCO, such services would be evaluated on a case-by-case basis. The primary focus will be determining what services Samaritan currently outsources that MultiCare or PSW could bring in house or consolidate under an existing MultiCare or PSW contract. The parties do not expect any changes in workforce associated with such contracting arrangements.

- a. Describe the specific services currently covered by the Management and Administrative Services Agreement and how they will be provided by MultiCare instead. Provide a copy of any agreement MultiCare (or its affiliates) will enter into regarding management and administrative services for InterCommunity Health Network CCO. If final versions are not available, please provide current drafts of same.**

MultiCare expects that the existing MSA between InterCommunity CCO and Samaritan will remain in place post-closing and continue to include the existing services such as IT, legal, accounting, credentialing, marketing, and compliance services. There are no draft intercompany agreements between InterCommunity CCO and MultiCare or any affiliate.

- b. Provide a copy of the Management and Administrative Services Agreement between Samaritan Health Services and InterCommunity Health Network CCO.**

The current MSA is enclosed as Exhibit 19.b.

- c. Explain whether the likely termination of this intercompany Management and Administrative Services Agreement will result in any staff reductions or layoffs at Samaritan not otherwise identified in response to RFI #18 above.**

Please see above. Post-closing, the MSA will remain in place indefinitely. As such, the parties have not identified any staff reductions or layoffs of personnel who provide services to InterCommunity CCO.

- d. At the February 18, 2026, InterCommunity Health Network CCO Board of Directors meeting, reference was made to a “Corporate Service Agreement” whereby InterCommunity Health Network reimburses Samaritan at cost for human resources, IT, legal, accounting, credentialing, marketing, and compliance services, with a currently monthly cost at \$459,351. Confirm whether this is the same agreement as the Management and Administrative Services Agreement that is anticipated to be terminated post-transaction.**

Please see the response to Inquiry 19 above. The MSA between InterCommunity CCO and Samaritan will remain in place post-closing. However, this was the MSA referenced in prior responses.

- i. If so, identify which of these services is expected to transition to MultiCare post-transaction and the anticipated cost to InterCommunity Health Network CCO for these services post-transaction.**

Please see above. The MSA services will not transition to MultiCare post-closing.

- ii. Identify all management or administrative services that will not transition to MultiCare post-transaction.**
- 1. For each, describe how InterCommunity Health Network CCO plans to either continue providing those services or otherwise retain such services from an outside party.**
 - 2. Provide any cost impact analyses performed related to decisions to not transition these services to MultiCare.**

Please see above. The MSA services will not transition to MultiCare post-closing.

20. Describe the specific sources of cash and working capital that will be used for the Capital Commitment and the expected timing of the fund transfers.

As a preliminary matter, the Affiliation Agreement contemplates that MultiCare is responsible for any capital shortfalls at InterCommunity CCO, which would not be counted as part of the Capital Commitment. Moreover, the Capital Commitment is reserved for the Samaritan health care delivery system, not its health plan or InterCommunity CCO. InterCommunity CCO will indirectly benefit from the Capital Commitment investments that will reduce cost, increase access, and improve quality.

All Capital Commitment funds will come from the consolidated operating cash of the combined health care delivery system. InterCommunity CCO will not supply any portion of the Capital Commitment, and MultiCare does not anticipate taking on any additional debt to fund the Capital Commitment.

In the years immediately post-closing, MultiCare expects that most of the Capital Commitment funding would come directly from MultiCare. The capital priorities during this period include expanding key ambulatory services and hiring and maintaining employment of in-demand clinicians. Moving forward, MultiCare also expects that it will provide substantial capital to support infrastructure improvements at Good Samaritan Regional Medical Center (“GSRMC”). Due to the complexity and scope of this project, planning and construction of GRMC will occur over a period of years. The parties do not believe such a long-term project is viable without external capital support from MultiCare.

In later years (i.e. 8-10 years post-closing) the parties hope and expect that the strategic investments made possible by the Capital Commitment will drive improved financial performance. This will, in turn, allow Samaritan to fund more of the Capital Commitment from its operating cash flows. However, if Samaritan does not have the required capital, MultiCare is ultimately responsible for the entire Capital Commitment.

21. Provide copies of MultiCare’s unaudited financials (balance sheet, income statement, etc.) for fiscal year 2025.

The requested income statement and balance sheet are enclosed as Exhibit 21.

22. Provide copies of InterCommunity Health Network CCO’s unaudited financials (balance sheet, income statement, etc.) for fiscal year 2025.

Please see Exhibit 22

- a. **Provide any reports generated by internal audits of 2025 fiscal year financials as referenced at the February 18, 2026, InterCommunity Health Network CCO Board of Directors meeting.**

Please see Exhibit 22.a.

- b. **At the February 18, 2026, InterCommunity Health Network CCO Board of Directors meeting, the Board referenced that its internal actuaries identified that approximately four to five million additional dollars were necessary for InterCommunity Health Network CCO's reserves based on a loss. Provide all underlying documentation to support this determination.**

Please see Exhibit 22.b.

- c. **At the February 18, 2026, InterCommunity Health Network CCO Board of Directors meeting, the Board referenced an \$18 million loss for fiscal year 2025. Potential factors of increased membership, increased claims utilization, a change in case mix, and increased access to primary care within the Samaritan system were discussed. Describe whether these factors, or any other factors, contributed to the financial loss for fiscal year 2025 and provide underlying documentation to support your response.**

Please see Exhibit 22.c.

- 23. Provide copies of any non-privileged legal due diligence memoranda, reports, or summaries prepared by Sheppard Mullin and Troutman Pepper Locke relating to the proposed transaction.**

All materials prepared by these law firms is protected by attorney-client privilege.

- 24. Provide a copy of the full report or summary findings from Kodiak Solutions' billing and coding compliance review.**

These reports were created at the direction of counsel, so are protected by attorney-client privilege.

- 25. Page 35 of the Form A states that "MultiCare has not only committed to provide any needed capital for InterCommunity Health Network CCO, but also to continue operating InterCommunity Health Network CCO as a CCO serving Benton, Lincoln, and Linn counties, subject to the Oregon Health Authority's procurement process and contractual discretion. This necessarily includes participating in the scheduled re-procurement." Is MultiCare's commitment to continuing operating InterCommunity Health Network CCO, subject to OHA's procurement process and contractual**

discretion, memorialized in the Affiliation Agreement or other document? If so, provide the bates reference. If not, explain why it was not included.

Please see Section 7.6(a) of the Affiliation Agreement (Bates #000380), which obligates MultiCare and Samaritan to take all actions necessary to comply with and satisfy all commitments included in the Notice of Material Change Transaction submitted to the Oregon Health Authority (the “Notice”). The parties' response to Inquiry 6.a (page 6) of the Notice includes the referenced commitment.

26. Provide any MultiCare internal communications, documents, or meeting minutes, discussing the proposed incorporation of InterCommunity Health Network into Physicians of Southwest Washington (“PSW”) and the population health enterprise of MultiCare.

As part of the integration planning process, the parties have revised the proposed organizational structure such that InterCommunity CCO will not be incorporated into PSW. The revised reporting arrangement is enclosed as RFI Exhibit 26. InterCommunity CCO will become part of the “Care Financing” division led by James Lee, EVP, Population Based Care. InterCommunity CCO will continue to be led by Bruce Butler, CEO of Samaritan Health Plans.

27. Identify the managed Medicaid plans that PSW has provided management services to in the past, the time periods during which such services were provided, the specific types of services provided, and any cost savings the managed Medicaid plans realized as a result of PSW’s management services.

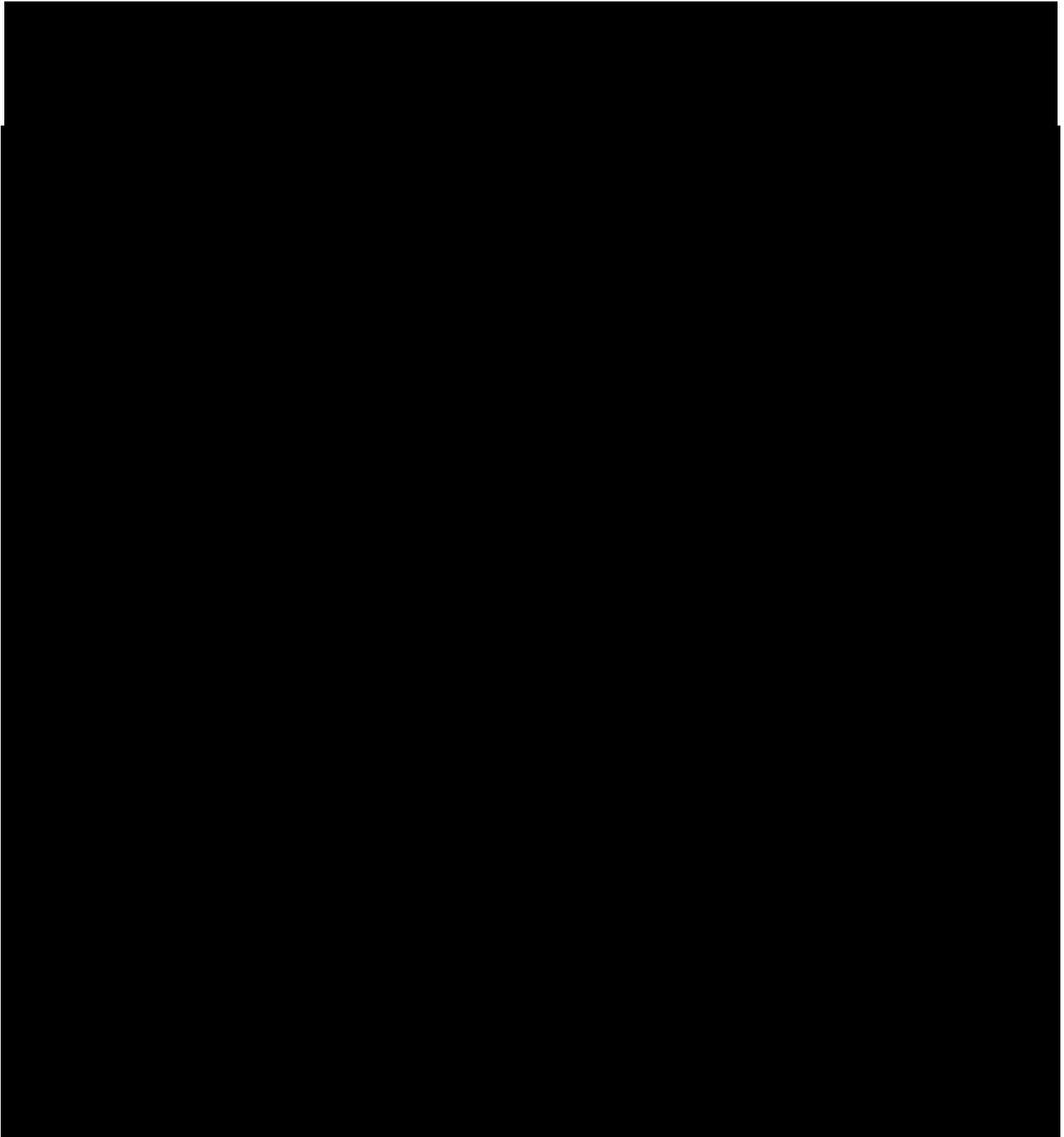
MultiCare and PSW have had consistently strong performance on Medicaid value-based contracts. PSW manages population health for MultiCare, its medical groups, and affiliated ACOs. For Medicaid value-based arrangements, MultiCare or its affiliate Rockwood Clinic¹ execute contracts with Medicaid managed care plans in Washington. PSW, as the provider of population health services for MultiCare and Rockwood Clinic, is responsible for managing the value-based targets included in such contracts. This includes, among other things, data collection, data tracking, patient outreach, care coordination, provider education, performance improvement programs, contract management, and claims management, among others. Currently, MultiCare and Rockwood have six different value-based contracts with four different Medicaid plans in Washington. All but one of these arrangements has been in place since at least 2022.

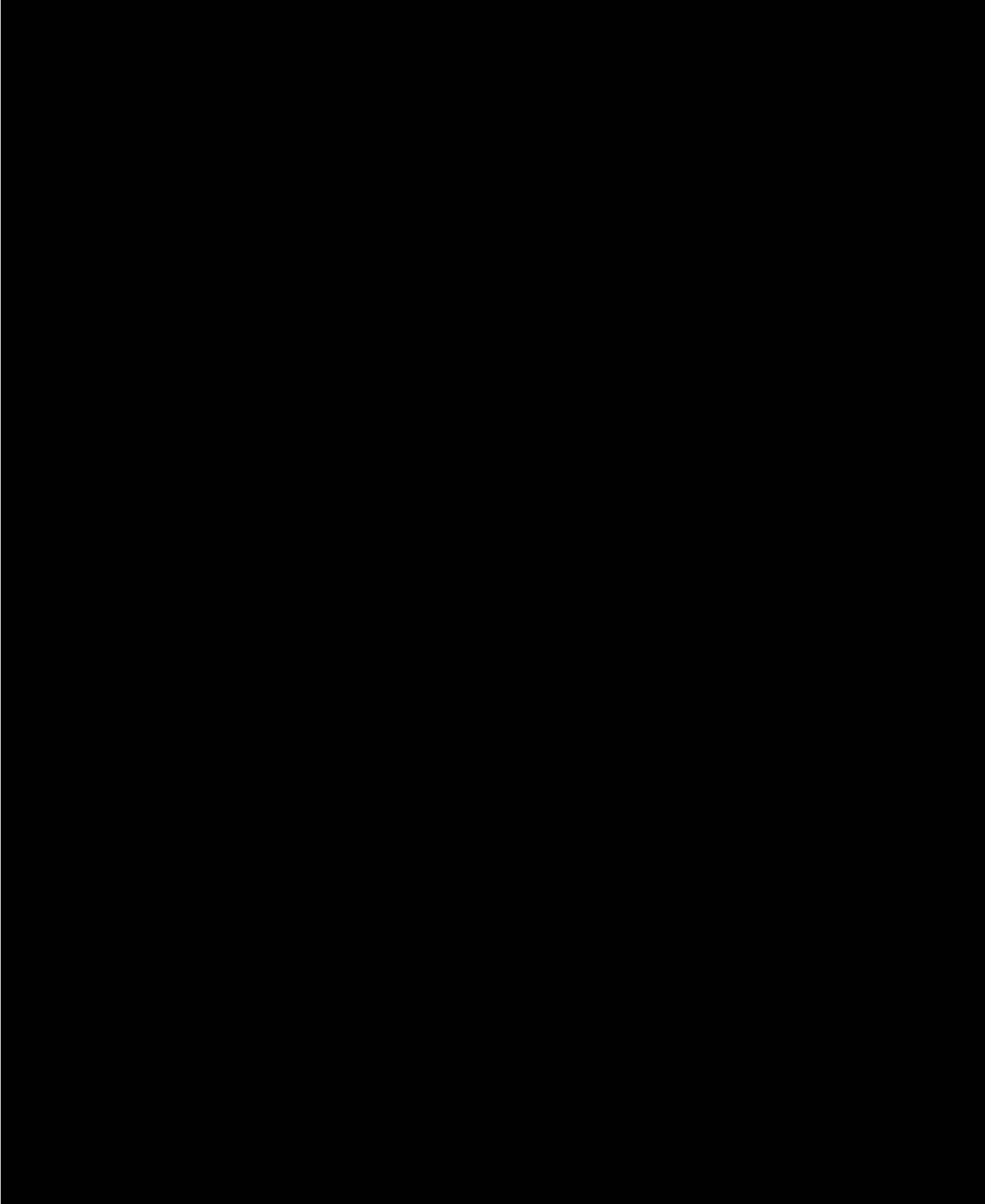
Enclosed as RFI Exhibit 27 is a chart showing total savings across all value based contracts with Washington Medicaid managed care plans since 2022.

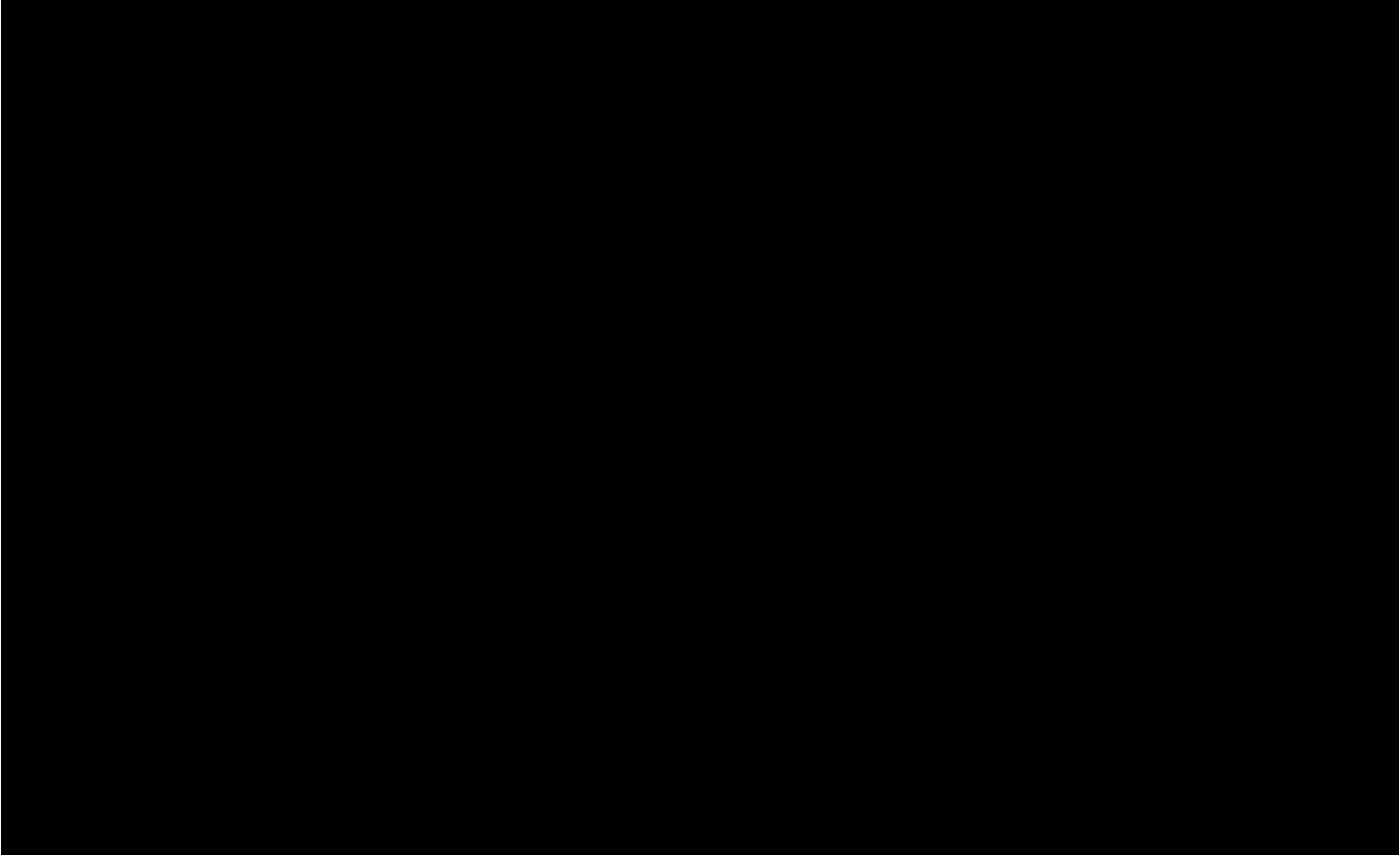
¹ The Rockwood Clinic operates freestanding outpatient diagnostic and treatment centers that offer primary care, urgent care and specialty services.

Samaritan – MultiCare
CCO Form A RFI

Please note that 2025 numbers are not yet available. This chart shows a total of over \$30 million in savings to the Medicaid plans in the three year period from 2022-2024.





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- 29. Provide copies of the underlying data and calculations for MultiCare’s statement on page 45 of the Form A that it had 172 days cash on hand as of December 2024.**
- a. Provide copies of the underlying data and calculations for MultiCare’s cash on hand as of December 2025.**
 - b. If there has been a decline in days cash on hand between December 2024 and December 2025, provide a detailed explanation for this decline.**

Enclosed as RFI Exhibit 29 is the requested days cash on hand calculation. From 2024 to 2025, total available funds increased approximately 2%, though days cash on hand decreased from 172 to 159. The year-over-year decline in days cash on hand primarily reflects two factors. First, MultiCare has intentionally deployed liquidity to advance a major strategic capital program—most notably cash-funded investment supporting a new state-of-the-art pediatric campus in Takoma. The \$450 Million project, scheduled to open in 2026, includes the new Mary Bridge Children’s Hospital and associated medical office building. Second, MultiCare’s operating expenses have increased approximately 10%, driven by inflation, services growth, and increased capital investments. This increase in per-day costs reduces days cash-on-hand in the short term, but also represent purposeful investments in future capacity and services.

- 30. Provide copies of meeting minutes, agendas, and materials, including those for executive sessions, for all InterCommunity Health Network CCO board meetings held since January 1, 2025.**

Please see Exhibit 30.

- 31. Provide a point of contact (name and email address) for InterCommunity Health Network's Community Advisory Council for the CCO Form A program to notify to fulfill its obligations under OAR 410-141-5280 to seek recommendations regarding persons who should be notified regarding the proposed transaction.**

The point of contact is Rebekah Fowler. Her contact information is below:
541-760-8681
rfowlerconsulting@gmail.com

- 32. At the February 18, 2026, InterCommunity Health Network CCO Board of Directors meeting, the Board referenced MultiCare's performance in the top 10% on various objective measures. Identify the specific performance measures underlying this statement and provide copies of all supporting documentation.**

We believe there is a misinterpretation of how this information was presented in the February 18th Board meeting. InterCommunity CCO management was updating the Board on management's process to align with MultiCare's mission, vision, and values - subject to OHA's approval of the transaction. The purpose was to inform the Board that MultiCare has set high standards as an organization and that it expects to be a top decile performer in comparison to its peers in all categories (whether health delivery or health plan performance). However, no data were shared nor were specific measures discussed.

- 33. At the February 18, 2026, InterCommunity Health Network CCO Board of Directors meeting, the Board referenced that approximately 200 action items had been identified to potentially bring InterCommunity Health Network into the top 10% of health plans. Identify these action items and provide copies of all underlying documentation identifying or discussing these action items.**
- a. Describe how the proposed transaction may impact these action items.**
 - b. Identify the specific performance metrics referenced in this statement and the scope of health plans against which InterCommunity Health Network CCO's performance was evaluated (e.g, other health plans nationally or in Oregon, all types of health plans or solely managed Medicaid plans).**

- i. Provide any underlying documentation of the referenced performance metrics and InterCommunity Health Network CCO's performance on such metrics.**
- c. Describe how the identified action items are expected to impact performance.**

Similar to the prior response, the 200 items referenced represent InterCommunity CCO management's very early thoughts regarding possible work streams that may need to be further reviewed to better align plan performance with MultiCare's top decile standards. Any kind of precise list will go through future prioritization process by management with associated final work plans. Any activity related to this would be subject to OHA's approval of this transaction.