**EXECUTION VERSION**

# AFFILIATION AGREEMENT

by and between

SCAN GROUP

and

CAREOREGON, INC.

dated

December 13, 2022

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EXHIBITS

# AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** (this "Agreement") is entered into as of December 13, 2022, by and between SCAN Group, a nonprofit public benefit corporation organized under the laws of the State of California ("SCAN Group" or "TopCo"), and CareOregon, Inc., a nonprofit public benefit corporation organized under the laws of the State of Oregon ("CareOregon"). SCAN Group and CareOregon are sometimes referred to herein, together, as the "Parties" and, individually, as a "Party".

## RECITALS

A. SCAN Group is a tax-exempt mission-driven organization that, through its subsidiaries and other Affiliates, a current list of which is set forth in Exhibit A attached hereto (collectively, together with SCAN Group, the "SCAN Companies"), provides Medicare Advantage plans and related health coverage and services in California, Arizona, Nevada and Texas (the "SCAN Business").

B. CareOregon is a tax-exempt mission-driven organization that, through its subsidiaries and other Affiliates, a current list of which is set forth in Exhibit B attached hereto (collectively, together with CareOregon, the "CareOregon Companies"), offers Medicaid and Medicare managed care plans and related administrative services in Oregon (the "CareOregon Business").

C. The Parties desire that SCAN Group and CareOregon affiliate on the terms set forth in this Agreement in order to leverage each Party's extensive experience in managed care delivery to (i) increase the quality, reliability, availability and continuity of care delivered to the Parties' members, (ii) reduce the growth in health care costs through effective care coordination and disease management, with a particular focus on health equity, and (iii) better achieve the goals of the Oregon Integrated and Coordinated Health Care Delivery System.

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE I
## DEFINITIONS

Section 1.1 Definitions. Capitalized terms used herein shall have the meanings set forth in Exhibit 1.1 attached hereto.

## ARTICLE II
## THE TRANSACTIONS

Section 2.1 Affiliation of SCAN Group and CareOregon. Subject to the terms and conditions set forth in this Agreement, effective as of the Closing:

(a) SCAN Group shall (i) amend its articles of incorporation, in the form attached hereto as Exhibit 2.1(a)(i), to, among other things, change its name to HealthRight Group (the "Restated TopCo Articles"), (ii) adopt the amended and restated bylaws of SCAN Group, in the form attached hereto as Exhibit 2.1(a)(ii) (the "Restated TopCo Bylaws"), (iii) cause the amended and restated bylaws of SCAN Health Plan, in the form attached hereto as Exhibit 2.1(a)(iii) (the "Restated SHP Bylaws"), to be adopted, and (iv) cause the amendment and restatement of the bylaws of SCAN Health Plan of Texas, Inc., SCAN Desert Health Plan, SCAN Health Plan New Mexico and SCAN Health Plan of Nevada, Inc., in each case to add reserve powers for the benefit of TopCo substantially similar to the reserve powers of TopCo set forth in the Restated SHP Bylaws (together, the "Restated Affiliate Health Plans Bylaws"); and

(b) CareOregon shall (i) amend its articles of incorporation, in the form attached hereto as Exhibit 2.1(b)(i) to, among other things, convert from an Oregon non-member public benefit corporation to an Oregon member public benefit corporation, with SCAN Group as its sole member (the "Restated CareOregon Articles"), and (ii) adopt the amended and restated bylaws of CareOregon, in the form attached hereto as Exhibit 2.1(b)(ii) (the "Restated CareOregon Bylaws"). The Restated CareOregon Bylaws shall, among other things, address TopCo's rights with respect to CareOregon's reserve powers under the Governance Documents of Jackson County CCO, LLC and Columbia Pacific CCO, LLC.

(c) The amendments to the articles of incorporation and bylaws of SCAN Group and CareOregon adopted pursuant to Section 2.1(a) and Section 2.1(b) shall not have the purpose or intent of amending or revising the existing charitable mission and purposes of either of the Parties or their respective Affiliates, provided that, upon and after Closing, TopCo shall support the charitable mission and purpose of CareOregon in addition to continuing to support the charitable mission and purpose of SCAN Health Plan.

Section 2.2 Amendment of Organizational Documents of CareOregon Companies. Subject to the terms and conditions of this Agreement, effective as of the Closing, Health Plan of CareOregon shall, and CareOregon shall cause Health Plan of CareOregon to, adopt amended and restated bylaws substantially in the form attached hereto as Exhibit 2.2(a), in each case to implement the governance structure and reserve powers described in Exhibit 2.2(b) attached hereto.

Section 2.3 Boards, Committees, Officers and Management of TopCo, CareOregon, the SCAN Companies and the CareOregon Companies.

(a) Subject to the terms and conditions set forth in this Agreement, the board of directors of TopCo shall appoint (or shall previously have appointed) seventeen (17) directors to serve on the board of directors of TopCo, effective as of the Closing (the "TopCo Board"), consisting of (i) four (4) directors selected by CareOregon, each of whom shall also be a director

of CareOregon (each, a "CareOregon Appointee" and, collectively, the "CareOregon Appointees"), (ii) twelve (12) directors previously appointed by SCAN Group (each, a "SCAN Appointee" and, collectively, the "SCAN Appointees"), and (iii) the Chief Executive Officer of TopCo, who shall be an ex officio director with vote, and shall be considered neither a Legacy Director nor a CareOregon Appointee (the "CEO Director"). For the avoidance of doubt, any CareOregon Appointee shall be deemed to resign as a director of TopCo if, at any time during the first two years after the Closing Date, such CareOregon Appointee no longer serves as a director of CareOregon. In addition, CareOregon shall have the right to appoint a successor to the One Year CareOregon Appointee at the end of such CareOregon Appointee's initial term, who must also be a director of CareOregon, and who shall be eligible to serve an additional three (3) year term after the expiration of such One Year CareOregon Appointee's initial term. With the exception of the CEO Director, the directors shall have staggered terms as follows. In the event the Closing Date falls before the "Annual Organizational Meeting" of the TopCo Board Meeting (as defined in the Restated TopCo Bylaws) in any calendar year, two (2) of the CareOregon Appointees shall have an initial term that runs from the Closing Date until the Annual Organizational Meeting in December of the third calendar year after the calendar year during which Closing Date occurs (the "Three Year CareOregon Appointees"); one (1) of the CareOregon Appointees shall have an initial term that runs from the Closing Date until the Annual Organizational Meeting in December of the second calendar year after the calendar year during which the Closing Date occurs (the "Two Year CareOregon Appointee"); one (1) of the CareOregon Appointees shall have an initial term that runs from the Closing Date until the Annual Organizational Meeting in December of the first calendar year after the calendar year during which the Closing Date occurs (the "One Year CareOregon Appointees"). If the Closing Date falls after the Annual Organizational Meeting in any calendar year, the terms of the CareOregon Appointees shall each be extended such that they serve at least three full calendar years (i.e., the remainder of the calendar year during which the Closing Date occurs and the following three full calendar years), in the case of the Three Year CareOregon Appointees, at least two full calendar years in the case of the Two Year CareOregon Appointee (i.e., the remainder of the calendar year during which the Closing Date occurs and the following two full calendar years), and at least one full calendar year in the case of the One Year CareOregon Appointee (i.e., the remainder of the calendar year during which the Closing Date occurs and the following full calendar year). Each of the SCAN Appointees shall continue to serve the remaining portion of their existing term of three (3) years, in each case subject to any death, voluntary resignation or removal in accordance with the Restated TopCo Bylaws; provided, however, that, from the Closing Date until the second anniversary of the Closing Date, any vacancy on the TopCo Board created by the death, resignation or removal of a CareOregon Appointee, including when any such CareOregon Appointee for any reason ceases to be a director of CareOregon, shall be filled with a new director selected from among and by the CareOregon board of directors; and provided, further, that only eight (8) of the twelve (12) SCAN Appointees shall be re-appointed or replaced at the end of their existing terms, which shall reduce the aggregate size of the TopCo Board to thirteen (13) directors within the first three (3) years after the Closing. Upon the Closing, the chairperson of the TopCo Board shall continue to be Linda Rosenstock, MD, or such other person who shall be serving as chairperson of the board of directors of SCAN Group immediately prior to the Closing. During the three (3) year period following the Closing Date, the President and Chief Executive Officer of CareOregon shall have the right to attend and participate at all meetings of the TopCo Board, except when the TopCo Board enters executive session, but shall have no voting powers on the TopCo Board. Each

CareOregon Appointee will be appointed to one or more of the committees of the TopCo Board, in a manner consistent in all material respects with the appointment of SCAN Appointees to committees.

(b) Each of the Persons serving on the boards of directors (or equivalent governing bodies) and the committees of each of the SCAN Companies, CareOregon and the CareOregon Companies as of immediately prior to the Closing shall remain in place following the Closing with the same duties and responsibilities to fulfill the remaining portions of their respective terms of office, as applicable, and shall be eligible for nomination and appointment for additional terms in accordance with the applicable articles of incorporation, articles of organization, bylaws, operating agreements or equivalent documents, as applicable, of such entities (collectively, the "Governing Documents"); provided, however, that, effective as of the Closing, the board of directors of SCAN Health Plan shall consist of the same directors constituting the TopCo Board. Within two (2) years following the Closing, the Topco Board will consider whether, as a matter of governance, it is preferable for the TopCo Board to either (i) retain an identical composition to the SCAN Health Plan board of directors, (ii) change the composition of the SCAN Health Plan board of directors, or (iii) make other governance changes related to the Medicare lines of business of the combined organization.

(c) Following the Closing, the CareOregon board of directors will continue to appoint and maintain a nominating committee (currently named the Governance and Operational Excellence Committee) with responsibility to nominate individuals to serve on the CareOregon board of directors (the "CareOregon Nominating Committee"). For the first three (3) years after the Closing, the CareOregon Nominating Committee will include at least one (1) CareOregon Appointee. Following the Closing, the re-appointment of directors for additional terms and the appointment of new directors to serve on the CareOregon board of directors shall be subject to approval by the TopCo Board, with candidates for such appointment selected solely from individuals recommended and approved by the CareOregon Nominating Committee, as determined in the CareOregon Nominating Committee's sole discretion.

(d) Following the Closing, and subject to the rights of the TopCo Board provided for in this Agreement, the board of directors of CareOregon and each of the governing boards or equivalent bodies of the CareOregon Companies will continue to have fiduciary responsibility and oversight over the management, operations, finances, strategy, governance and other affairs of CareOregon and the respective CareOregon Companies.

(e) Subject to the terms and conditions set forth in this Agreement, effective as of the Closing, Sachin H. Jain (or such other person who shall be serving as chief executive officer of TopCo and SCAN Health Plan immediately prior to the Closing) shall continue to serve as the chief executive officer of TopCo and SCAN Health Plan, and Eric C. Hunter (or such other person who shall be serving as chief executive officer of CareOregon immediately prior to the Closing) shall continue to serve as the chief executive officer of CareOregon and will serve as the president of the Medicaid line of business, a position with TopCo. In addition, following Closing the TopCo Board shall approve the appointment and termination of the chief executive officers of SCAN Health Plan and CareOregon, in each case with consultation with the board of directors of the respective entity. The development of chief executive officer goals and performance expectations and any reviews or evaluations of such performance will be completed by the respective board of

directors of SCAN Health Plan or CareOregon. The TopCo Board will set each chief executive officer's compensation in consultation with the respective board of directors of SCAN Health Plan or CareOregon, factoring in reviews or evaluations completed at the subsidiary level. Except as set forth herein, the existing management of the SCAN Companies and the CareOregon Companies will not change as of the Closing.

(f) As of the Closing, the operations of the SCAN Companies that serve individuals eligible for both Medicare and Medicaid coverage ("Dual Eligibles") shall continue to be operated by the SCAN Companies, and the operations of the CareOregon Companies that target Dual Eligibles shall continue to be operated by the CareOregon Companies, in each case until otherwise restructured with the approval of the TopCo Board and any required approvals of any CareOregon Companies and any SCAN Companies.

Section 2.4 CareOregon Contribution to Foundation. Prior to Closing, CareOregon shall establish a charitable foundation (the "CO Foundation"), and at or prior to Closing (or such other date mutually agreed to by the Parties) CareOregon shall make a contribution to the CO Foundation in the aggregate amount of Twenty-Five Million Dollars ($25,000,000) (the "Foundation Contribution"), which will provide financial support for charitable organizations that focus on serving the needs of Oregon's most frail and vulnerable individuals.

Section 2.5 Retention of Financial Reserves. Any SCAN Company or CareOregon Company that is required to maintain statutory financial reserves by law or contract (each, a "Financially Regulated Subsidiary") will continue to maintain all financial reserves required by Law following the Closing. In addition, no funds will be transferred from a Financially Regulated Subsidiary to TopCo or any of its subsidiaries, other than payments made under intercompany agreements which have received required board and regulatory approvals, unless such Financially Regulated Subsidiary has obtained any required board and regulatory approval for such transfer and, for a period of two (2) years following the Closing, such transfer would not reduce the Financially Regulated Subsidiary's reserves below 600% of its risk-based capital requirement. Notwithstanding the foregoing, investments by Financially Regulated Subsidiaries for the benefit of consumers in the State of Oregon approved by the TopCo Board, the applicable boards of directors of CareOregon Companies and, if required, Governmental Entities, shall not be restricted if funded by CareOregon or a CareOregon Company; and investments for the benefit of consumers in the State of California approved by the TopCo Board and the board of directors of SCAN Health Plan and, if required, Governmental Entities, shall not be restricted if funded by SCAN Health Plan or a SCAN Company.

Section 2.6 Administrative Services Agreements. CareOregon and SCAN Health Plan will each enter into or, in the case of SCAN Health Plan, maintain an administrative services agreement with TopCo as of the Closing in forms to be mutually agreed to by the Parties prior to Closing, pursuant to which TopCo will provide centralized administrative services to such entities on fair market value terms.

Section 2.7 TopCo Opportunities Fund. CareOregon will (a) make a one-time contribution of $50,000,000 to TopCo at the Closing (the "TopCo Closing Contribution"), and (b) make annual contributions to TopCo for each calendar year (each a "Measurement Year"), in the amount of 0.5% of the annual aggregate gross revenues of the CareOregon Companies for such

Measurement Year as reflected on the line item entitled "Total Revenues" in the audited consolidated financial statements of CareOregon and its Affiliates for such Measurement Year (the "Annual Contribution"), until the aggregate amount of Annual Contributions is $70,000,000. Notwithstanding anything in the preceding sentence to the contrary, for any Measurement Year in which net income of the CareOregon Companies as reflected on the line item entitled "Change in net assets" in the audited consolidated financial statements of CareOregon and its Affiliates for such Measurement Year is less than 0.5% of the CareOregon Companies' annual aggregate gross revenue for such Measurement Year as determined above (0.5% of such annual aggregate gross revenue being referred to herein as the "Income Limitation"), CareOregon may elect to defer all or part of the Annual Contribution for such Measurement Year until the calendar year following the calendar year during which it would otherwise be payable, and, to the extent necessary due to the Income Limitation, subsequent calendar years. In the event of such a deferral, and until the amount so deferred has been paid in full, CareOregon shall contribute the amount of aggregate gross revenues of the CareOregon Companies for each Measurement Year, as determined above, that exceeds the Income Limitation. The Annual Contributions will begin for the 2024 calendar year (i.e., 2024 will be the first Measurement Year), and will be made within 150 days following the end of the 2024 calendar year and each subsequent calendar year until such time as the total contributions, including the TopCo Closing Contribution, equals $120,000,000. Notwithstanding the foregoing, if at any time TopCo ceases to be the member of CareOregon, CareOregon shall have no further obligation to make Annual Contributions pursuant to this Section 2.7, including any outstanding deferred Annual Contributions. All contributions made pursuant to this Section 2.7, as well as any other contributions from CareOregon to TopCo, shall be subject to any approvals required from any Governmental Entity. The funds contributed to TopCo by CareOregon under this section shall be combined with the funds already contributed to TopCo by SCAN Health Plan (which is in excess of $244,000,000 to date) to fund initiatives approved by TopCo in furtherance of the purposes of the CareOregon Companies and the SCAN Companies, including investments benefitting vulnerable populations in the State of Oregon.

## ARTICLE III
## THE CLOSING

Section 3.1 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place as soon as practicable, but in no event later than the last day of the first calendar month to commence after each of the conditions specified in ARTICLE IV has been satisfied or waived by the Party entitled to waive such condition (other than those conditions to be satisfied by the delivery of documents or taking of any other action at the Closing by any Party, but subject to the satisfaction of such conditions), or at such other time and place as the Parties agree in writing (such date, the "Closing Date"). The Closing shall be effective at 11:59 p.m. on the Closing Date.

Section 3.2 Items to Be Delivered by SCAN Group at the Closing. At the Closing, SCAN Group shall deliver or cause to be delivered to CareOregon:

(a) a certificate of the Secretary of SCAN Group, dated as of the Closing Date, certifying (i) to a complete and correct copy of the resolutions adopted by the board of directors of SCAN Group authorizing the execution, delivery and performance of this Agreement and the consummation of all of the transactions contemplated by this Agreement, and that such resolutions

have not been modified in any respect and remain in full force and effect as of the Closing, (ii) that the Restated TopCo Bylaws attached thereto have been adopted by the board of directors of SCAN Group effective as of the Closing, (iii) that the Restated SHP Bylaws attached thereto have been adopted by the board of directors of SCAN Group and SCAN Health Plan, as necessary, effective as of the Closing, (iv) that the Restated Affiliate Health Plan Bylaws attached thereto have been adopted by the applicable governing bodies thereof, as necessary, effective as of the Closing, and (v) that the TopCo Board has been appointed effective as of the Closing in accordance with Section 2.3(a).

(b) a certified copy of the Restated TopCo Articles as filed with the California Secretary of State;

(c) the certificate referred to in Section 4.3(c);

(d) evidence of the Approvals from the California Department of Managed Health Care, the Oregon Department of Consumer and Business Services under ORS 732.517 to 732.596, the Oregon Health Authority under ORS 415.500 to 415.900 and OAR 410-141-5265 to OAR 410-141-5280 required for SCAN Group and the SCAN Companies to consummate the transactions contemplated by this Agreement; and

(e) such other certificates and other instruments and documents required to be delivered by SCAN Group pursuant to this Agreement at the Closing or as may be reasonably requested by CareOregon or its counsel in connection with the transactions contemplated hereby.

Section 3.3 Items to Be Delivered by CareOregon at the Closing. At the Closing, CareOregon shall deliver or cause to be delivered to SCAN Group:

(a) a certificate of the Secretary of CareOregon, dated as of the Closing Date, certifying (i) to a complete and correct copy of the resolutions adopted by the board of directors of CareOregon authorizing the execution, delivery and performance of this Agreement and the consummation of all of the transactions contemplated by this Agreement, and that such resolutions have not been modified in any respect and remain in full force and effect as of the Closing, (ii) that the Restated CareOregon Bylaws attached thereto have been adopted by the board of directors of CareOregon effective as of the Closing; (iii) that the amended bylaws of Health Plan of CareOregon attached thereto have been adopted by the governing body of Health Plan of CareOregon effective as of the Closing as required by Section 2.2, and (iv) that the matters requiring approval of CareOregon in the Governing Documents of Jackson County CCO, LLC and Columbia Pacific CCO, LLC, in each case, have not been modified or amended between the date of this Agreement and the Closing Date.

(b) a certified copy of the Restated CareOregon Articles, as filed with the Oregon Secretary of State;

(c) a certified copy of the amended articles of incorporation of Health Plan of CareOregon, as filed with the Oregon Secretary of State;

(d) evidence that the CO Foundation has been established and the Foundation Contribution has been made, unless the Parties have mutually agreed to a contribution date following Closing;

(e) the certificate referred to in Section 4.2(d);

(f) evidence that the TopCo Closing Contribution has been made;

(g) evidence of receipt of the Approvals set forth on Section 4.1(d) of the Disclosure Schedules; and

(h) such other certificates and other instruments and documents required to be delivered by CareOregon pursuant to this Agreement at the Closing or as may be reasonably requested by SCAN Group or its counsel in connection with the transactions contemplated hereby.

## ARTICLE IV
## CONDITIONS TO CLOSING

Section 4.1 General Conditions. The obligations of the Parties to effect the Closing shall be subject to the following conditions, unless waived by the Parties in writing:

(a) no Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Entity that prohibits or substantially alters any of the transactions contemplated by this Agreement;

(b) no Action shall have been commenced and pending before any Governmental Entity that seeks to prohibit or enjoin the transactions contemplated by this Agreement;

(c) all applicable waiting periods (and any extensions thereof) under the HSR Act shall have expired or otherwise been terminated; and

(d) Each of the Approvals set forth on Section 4.1(d) of the Disclosure Schedules shall have been received on terms that will not, with respect to the Approval of any Governmental Entity, have a Material Adverse Regulatory Effect.

Section 4.2 Conditions to the Obligations of SCAN Group. The obligations of SCAN Group to effect the Closing shall be subject to the following conditions, unless waived in writing by SCAN Group:

(a) Material Adverse Effect. Since December 31, 2021, there has not been a Material Adverse Effect with respect to the CareOregon Business.

(b) Representations and Warranties of CareOregon. (i) The representations and warranties regarding CareOregon and the CareOregon Companies contained in Section 6.1 (Organization and Standing), Section 6.2 (Authority for Agreement; No Conflict), Section 6.3 (Capital Structure), Section 6.15 (Taxes) Section 6.16 (Tax Exemption), and Section 6.18 (No Brokers or Finders) shall be true and correct in all but *de minimis* respects as of the date hereof

and as of the Closing Date as though made on and as of such date (or, if made as of a specific date, on and as of such date), and (ii) all other representations and warranties regarding CareOregon and the CareOregon Companies contained herein shall be true and correct in all material respects (without giving effect to any "material," "materially" or Material Adverse Effect qualification contained in such representations and warranties) as of the date hereof and as of the Closing Date as though made on and as of such date (or, if made as of a specific date, on and as of such date).

(c) Performance of Obligations of CareOregon and the CareOregon Companies. CareOregon and the CareOregon Companies shall have performed in all material respects all covenants, obligations and agreements required to be performed by any of them hereunder on or prior to the Closing Date.

(d) Officer's Certificate of CareOregon. CareOregon shall have delivered to SCAN Group a certificate signed by an authorized officer of CareOregon to the effect that the conditions specified in Section 4.2(a), Section 4.2(b) and Section 4.2(c) shall have been satisfied.

(e) Closing Deliveries. SCAN Group shall have received the documents referred to in Section 3.3.

Section 4.3 Conditions to the Obligations of CareOregon. The obligations of CareOregon to effect the Closing shall be subject to the following conditions, unless waived in writing by CareOregon:

(a) Material Adverse Effect. Since December 31, 2021, there has not been a Material Adverse Effect with respect to the SCAN Business.

(b) Representations and Warranties of SCAN Group. (i) The representations and warranties regarding SCAN Group and the SCAN Companies contained in Section 5.1 (Organization and Standing), Section 5.2 (Authority for Agreement; No Conflict), Section 5.3 (Capital Structure), Section 5.15 (Taxes) Section 5.16 (Tax Exemption), and Section 5.18 (No Brokers or Finders) shall be true and correct in all but *de minimis* respects as of the date hereof and as of the Closing Date as though made on and as of such date (or, if made as of a specific date, on and as of such date), and (ii) all other representations and warranties regarding SCAN Group and the SCAN Companies contained herein shall be true and correct in all material respects (without giving effect to any "material," "materially" or Material Adverse Effect qualification contained in such representations and warranties) as of the date hereof and as of the Closing Date as though made on and as of such date (or, if made as of a specific date, on and as of such date).

(c) Performance of Obligations of SCAN Group and the SCAN Companies. SCAN Group and the SCAN Group Companies shall have performed in all material respects all covenants, obligations and agreements required to be performed by any of them hereunder on or prior to the Closing Date.

(d) Officer's Certificate of SCAN Group. SCAN Group shall have delivered to CareOregon a certificate signed by an authorized officer of SCAN Group to the effect that the conditions specified in Section 4.3(a), Section 4.3(b) and Section 4.3(c) have been satisfied.

(e) Closing Deliveries. CareOregon shall have received the documents referred to in Section 3.2.

## ARTICLE V
## REPRESENTATIONS AND WARRANTIES OF SCAN GROUP

SCAN Group represents and warrants to CareOregon as of the date hereof and as of the Closing Date as follows:

Section 5.1 Organization and Standing. SCAN Group and each of the SCAN Companies is duly organized, validly existing and, to the extent such concept is recognized, in good standing (or equivalent status) under the Laws of the jurisdiction of its incorporation or organization and each has all requisite power and authority and any necessary Permits to own, operate, license and lease the properties and assets that each purports to own, operate, license or lease and to carry on its business as it has been conducted, is now being conducted and is presently proposed to be conducted. SCAN Group and each of the SCAN Companies is duly registered, qualified or licensed to do business and, to the extent such concept is recognized, in good standing (or equivalent status) in each jurisdiction where the character of its properties and assets owned, operated, licensed or leased or the nature of its activities makes such registration, qualification or licensure necessary. Section 5.1 of the Disclosure Schedules sets forth each jurisdiction in which SCAN Group and each of the SCAN Companies is so incorporated or organized and is qualified or licensed to conduct business as a foreign entity.

Section 5.2 Authority for Agreement; No Conflict.

(a) The execution, delivery and performance by SCAN Group of its obligations pursuant to this Agreement, and the consummation by SCAN Group of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of SCAN Group.

(b) This Agreement has been duly executed and delivered by SCAN Group and constitutes the valid and binding obligation of SCAN Group enforceable against SCAN Group in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' legal or equitable rights generally (the "Enforceability Exceptions").

(c) The execution and delivery of this Agreement and performance by SCAN Group of the transactions contemplated hereby will not (i) conflict with or violate any provision of the Governing Documents of SCAN Group or the SCAN Companies; (ii) conflict with or violate any Law or Order applicable to SCAN Group or the SCAN Companies; or (iii) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of, create in any third party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any agreement or other arrangement to which SCAN Group or any SCAN Company is a party or by which SCAN Group or any SCAN Company is bound or its properties or assets are subject, other than any of the foregoing events listed in this clause (iii) which do not and will not, individually or in the aggregate, (A) have a material adverse effect on the ability of SCAN Group to perform its obligations under this

Agreement or have a Material Adverse Effect on the SCAN Business; or (B) result in the imposition of any lien or encumbrance upon any assets of SCAN Group or any SCAN Company.

(d) To the Knowledge of SCAN Group, no fact, issue, concern or other matter, either past or present, exists that would materially adversely affect SCAN Group's ability to obtain any Approval required in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby. Except for any Approvals contemplated by ARTICLE IV, no Action, Approval, Order or filing with any Governmental Entity or any other Person is required by SCAN Group in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

Section 5.3 Capital Structure.

(a) Section 5.3(a)(i) of the Disclosure Schedules sets forth all of the authorized, issued and outstanding capital stock, membership interests or other equity interests of each SCAN Company that has any such equity interests outstanding. All of the issued and outstanding equity of each such SCAN Company (i) is fully paid and nonassessable, (ii) has been duly authorized and validly issued, (iii) has not been issued in violation of any Law, agreement (including the Governing Documents of any SCAN Company) or any preemptive rights, purchase option, call option, right of first refusal or similar right of any Person, (iv) except as set forth in Section 5.3(a)(ii) of the Disclosure Schedules, is owned free and clear of any restrictions on transfer (other than any restrictions under the Securities Act and state securities laws) and Encumbrances, and (v) was offered, sold, issued and delivered in compliance with applicable federal and state securities Laws. The record ownership of the issued and outstanding equity of each SCAN Company that has any such equity interests outstanding is set forth in Section 5.3(a)(i) of the Disclosure Schedules, including the terms of any restrictions on such outstanding equity.

(b) Except as set forth in Section 5.3(a)(i) of the Disclosure Schedules, no SCAN Company has any other authorized, issued or outstanding: (i) capital stock, equity securities or securities containing any equity features (and no such capital stock, equity securities or securities containing any equity features are reserved for issuance or held in treasury), (ii) options, warrants, purchase rights, subscription rights, calls or other contracts relating to any equity interests of any SCAN Company, (iii) securities convertible into or exchangeable for any equity interests of any SCAN Company, (iv) phantom stock rights, stock appreciation rights, profit participation rights, restricted stock awards, or other stock or equity-based awards or rights relating to or valued by reference to the equity of any SCAN Company, (v) other commitments of any kind for the issuance of additional equity interests or options, warrants or other securities of any SCAN Company, (vi) outstanding obligations (contingent or otherwise) of any SCAN Company or any other Person to purchase, redeem or otherwise acquire any capital stock or other equity interests in any SCAN Company, to make any payments based on the market price or value of shares or other equity interests of any SCAN Company or to provide funds to make any investment (in the form of a loan, capital contribution or otherwise) in any other Person, or (vii) other equity securities or securities containing any equity features of any SCAN Company.

(c) Except as set forth in Section 5.3(c) of the Disclosure Schedules, no SCAN Company has accrued, declared or paid any dividends or made any similar distributions with

respect to any equity interests of such entity since December 31, 2021. No SCAN Company is subject to any obligation (contingent or otherwise) to pay any dividend or otherwise to make any distribution or payment to any current or former holder of any SCAN Company's equity interests.

(d) Except as set forth in Section 5.3(d) of the Disclosure Schedules, there are no registration rights agreements, equityholder agreements, voting trusts or proxies or other agreements or understandings to which any SCAN Company, any equityholder of any SCAN Company or any other Person is a party or by which it or any of them is bound relating to the voting, disposition, purchase or issuance of, or any other rights with respect to, any equity of any SCAN Company.

(e) No SCAN Company has registered shares or any other equity interests under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the "Securities Act"), or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the "Exchange Act") or has registered itself under the Exchange Act.

Section 5.4 Financial Statements.

(a) SCAN Group has made available to CareOregon (i) the audited consolidated financial statements of SCAN Group and its Affiliates as of and for the year ending December 31, 2021 (the "SCAN Group Audited Financial Statements"), and (ii) unaudited consolidated financial statements for the nine-month period ending on September 30, 2022 (the "SCAN Group Recent Financial Statements" and together with the SCAN Group Audited Financial Statements, the "SCAN Group Financial Statements"). The SCAN Group Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the year covered by such SCAN Group Financial Statements. The SCAN Group Financial Statements have been prepared from, and are in accordance with, the books and records of SCAN Group and its Affiliates (which books and records are complete and correct in all material respects), and present fairly, in all material respects, SCAN Group's and its Affiliates' financial position and results of operations and cash flows as of the dates and for the periods indicated therein, except that the SCAN Group Recent Financial Statements do not contain footnotes and are subject to normal year-end adjustments consistent with customary practices that will not be material in amount or effect, either individually or in the aggregate.

(b) Section 5.4(b) of the Disclosure Schedules contains true, correct and complete copies of (x) (A) the audited balance sheets of each Financially Regulated Subsidiary that is a SCAN Company as of and for the years ended December 31, 2020 and December 31, 2021, and (B) the related audited statements of income, retained earnings and changes in financial position, together with all related notes and schedules thereto, accompanied by the reports thereon of the applicable Financially Regulated Subsidiary's accountants, in the case of each of clause (A) and clause (B), except to the extent the Financially Regulated Subsidiary that is a SCAN Company is included, either on a standalone or consolidated basis, in the SCAN Group Audited Financial Statements, and (y) the unaudited financial statements of each Financially Regulated Subsidiary that is a SCAN Company for the period ended September 30, 2022 (the "Latest SCAN Group Regulated Financial Statements" and collectively referred to herein as the "SCAN Group Regulated Financial Statements"). Each of the SCAN Group Regulated Financial Statements have

been prepared from, and are in accordance with, the books and records of the Financially Regulated Subsidiary (which books and records are complete and correct in all material respects), and present fairly, in all material respects, such Financially Regulated Subsidiary's financial position and results of operations and cash flows of the Financially Regulated Subsidiary as of the dates and for the periods indicated therein and have been prepared in accordance with STAT or GAAP, as applicable, in each case, consistently applied throughout the periods covered thereby and except that the unaudited SCAN Group Regulated Financial Statements do not contain footnotes and are subject to normal year-end adjustments consistent with customary practices that will not be material in amount or effect, either individually or in the aggregate.

(c) Each Financially Regulated Subsidiary that is a SCAN Company has devised and maintained systems of internal accounting controls with respect to its business sufficient to provide reasonable assurances that (i) all transactions are executed in all material respects in accordance with management's general or specific authorization, (ii) all transactions are recorded as necessary to permit the preparation of audited financial statements in conformity with STAT or GAAP, as applicable, and to maintain proper accountability for items and (iii) recorded accountability for items is compared with actual levels at reasonable intervals and appropriate action is taken with respect to any differences. There have been no instances of fraud by any of Financially Regulated Subsidiary that is a SCAN Company, whether or not material, that occurred during any period covered by the SCAN Group Regulated Financial Statements. The books and records of each Financially Regulated Subsidiary that is a SCAN Company have been maintained in all material respects in accordance with STAT or GAAP, as applicable, applied on a consistent basis, and any other Laws, are correct in all material respects and reflect only actual transactions.

(d) The aggregate actuarial reserves and other actuarial amounts held with respect to each Financially Regulated Subsidiary that is a SCAN Company as established or reflected on the Latest SCAN Group Regulated Financial Statements:

(i) were (A) determined in accordance with STAT or GAAP, as applicable, (B) fairly stated in accordance with sound actuarial principles and (C) based on sound actuarial assumptions;

(ii) met in all material respects the requirements of the applicable Insurance Laws of the State of California or any other state having such jurisdiction; and

(iii) were adequate and sufficient (under generally accepted actuarial standards consistently applied) to cover the total amount of all the reasonably anticipated matured and unmatured Liabilities of the Financially Regulated Subsidiary.

(e) Neither SCAN Group nor any SCAN Company has any Liabilities (including Liabilities as a guarantor or otherwise with respect to the obligations of others) except (i) those which are adequately disclosed and reserved against in the SCAN Group Financial Statements, (ii) those which have been incurred in the ordinary course since the date of the SCAN Group Recent Financial Statements and which are not Liabilities for any breach of contract, breach of warranty, tort, infringement, Action or violation of applicable Law, (iii) Liabilities disclosed in

Section 5.4(e) of the Disclosure Schedules and (iv) Liabilities less than $1,000,000 in the aggregate.

(f) Except as set forth in Section 5.4(f) of the Disclosure Schedules, there have been no material changes in the financial condition or operations of SCAN Group or any SCAN Company since December 31, 2021, and SCAN Group and each SCAN Company has continued to conduct its operations in the ordinary course of business and consistent with past practices and, without limiting the foregoing, there has not been or occurred any Material Adverse Effect with respect to the SCAN Business or any event, condition, change, or effect that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to the SCAN Business.

Section 5.5 Compliance. Except as set forth on Section 5.5 of the Disclosure Schedules, SCAN Group and each SCAN Company is, and for the past six (6) years has been, in compliance in all material respects with all applicable Laws and Orders. Neither SCAN Group nor any of the SCAN Companies, nor any of their respective officers or directors has, within the past six (6) years, received any written notice, Order, complaint, claim, investigation or other written communication from any Governmental Entity or any other Person regarding any actual or alleged material violation of any Law or Order applicable to such entities. No Governmental Entity has instituted, implemented, taken or threatened in writing to take, and to the Knowledge of SCAN Group, no Governmental Entity intends to take, any other action the effect of which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 5.6 Litigation. Except as set forth on Section 5.6 of the Disclosure Schedules, there are no, and during the last six (6) years have not been any, material Actions pending, or, to the Knowledge of SCAN Group, threatened in writing against or otherwise affecting or involving SCAN Group or any SCAN Company or any of their respective properties or rights, or against SCAN Group's or any SCAN Company's officers, directors, managers, equityholders or employees (in connection with their services for SCAN Group or any SCAN Company). Except as set forth on Section 5.6 of the Disclosure Schedules, none of SCAN Group or any SCAN Company is subject to any outstanding Order which would reasonably be expected to have a material adverse effect on the ability of such entities to consummate the transactions contemplated hereby, and none of SCAN Group or any of the SCAN Companies has received notice of, and, for the past six (6) years, none of such entities has received written notice of any Claim pending related to such entities, that would be material to the SCAN Business, taken as a whole, or that would reasonably be expected to prevent, impair or hinder any such entity from complying with its obligations hereunder.

Section 5.7 Permits. SCAN Group and each SCAN Company holds all material Permits required by it to conduct the SCAN Business and is in compliance in all material respects with all applicable Laws and agreements and all requirements for participation in the Medicare and Medicaid programs, to the extent applicable. To the Knowledge of SCAN Group, all such material Permits are in full force and effect, and neither SCAN Group nor any SCAN Company is in material default with respect to any such material Permit. No written notice from any Governmental Entity with respect to the revocation, termination, suspension or limitation of any such Permit has been received by SCAN Group or any SCAN Company or, to the Knowledge of SCAN Group, has any such notice been threatened.

Section 5.8 Employment and Employee Benefit Matters.

(a) A complete list of the employees of SCAN Group and the SCAN Companies was provided to outside counsel to CareOregon on or about November 29, 2022, with information dated as of November 15, 2022, identifying the following, as applicable, for each: (i) name, (ii) title or position (including whether full or part time), (iii) hire date, (iv) state of residence, (v) remote or office-based position, (vi) current annual base compensation, (vii) commission, bonus or other incentive-based compensation, (viii) employing entity, (ix) current active/leave status, (x) exempt or non-exempt status, and (xi) accrued vacation and paid leave time.

(b) SCAN Group and each SCAN Company is, and for the past three (3) years has been, in compliance in all material respects with all applicable Laws regarding employment and employment practices (including anti-discrimination, anti-harassment and anti-retaliation), terms and conditions of employment and wages and hours (including classification of employees and independent contractors, and equal pay practices), occupational safety and health, work authorization, immigration, unemployment compensation, employee privacy, and all laws in respect of any reduction in force (including notice, information and consultation requirements). Except as set forth in Section 5.8(b) of the Disclosure Schedules, SCAN Group and each SCAN Company has paid or properly accrued in the ordinary course of business all wages and compensation due to employees of SCAN Group and each SCAN Company, including all overtime pay, vacations or vacation pay, holidays or holiday pay, sick days or sick pay, meal and rest break-related pay, and bonuses, except where the failure to do so has not, and is not expected to have, individually or in the aggregate, a Material Adverse Effect on the SCAN Business.

(c) Neither SCAN Group nor any SCAN Company has received notice of any pending or, to the Knowledge of SCAN Group, threatened (i) unfair labor practice charge or complaint against SCAN Group or any SCAN Company before the National Labor Relations Board or any similar state or local agency relating to an alleged violation or breach of any Laws or (ii) Action against SCAN Group or any SCAN Company concerning employment-related matters, employees of SCAN Group or any SCAN Company, or violation of any Laws regarding employment and employment practices or breach of any contractual obligations.

(d) Except as set forth in Section 5.8(d) of the Disclosure Schedules, no employee or independent contractor of SCAN Group or any SCAN Company is in violation of any employment contract, confidentiality or restrictive covenant agreement or other proprietary rights agreement or any other contract relating the right of such person to be employed by, or provide services to, SCAN Group or any SCAN Company.

(e) Except as set forth in Section 5.8(e) of the Disclosure Schedules, no allegation of harassment of any kind (including sexual harassment) has been made in the past three (3) years to SCAN Group or any SCAN Company against any officer, manager or director of such company.

(f) Except as set forth in Section 5.8(f) of the Disclosure Schedules, (i) neither SCAN Group nor any SCAN Company is a party to, bound by or negotiating any collective bargaining agreement, (ii) there is no union, works counsel or labor organization ("Union")

representing or purporting to represent any employee of SCAN Group or any SCAN Company and, to the Knowledge of SCAN Group, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining, and (iii) there are no strikes or labor disputes or lawsuits, unfair labor or unlawful employment practice charges, contract grievances or similar charges or Actions pending or, to the Knowledge of SCAN Group, threatened by any of the employees, former employees or employment applicants of SCAN Group or any SCAN Company.

(g) Section 5.8(g) of the Disclosure Schedules contains a list setting forth each employee benefit plan, program or arrangement, whether written or oral, currently sponsored, maintained or contributed to by SCAN Group or any ERISA Affiliate, or with respect to which SCAN Group or any ERISA Affiliate has or may have any liability or obligation, including but not limited to employee pension benefit plans, as defined in Section 3(2) of ERISA, any plans subject to Code section 457(b), 403(b), or 457(f), multiemployer plans, as defined in Section 3(37) of ERISA, employee welfare benefit plans, as defined in Section 3(1) of ERISA, deferred compensation plans, stock option or other equity compensation plans, stock purchase plans, phantom stock plans, bonus plans, fringe benefit plans, life, health, dental, vision, hospitalization, disability and other insurance plans, employee assistance program, severance or termination pay plans and policies, and sick pay and vacation plans or arrangements, whether or not described in Section 3(3) of ERISA. Each and every such plan, program, agreement or arrangement is hereinafter referred to as an "SCAN Benefit Plan".

(h) Each SCAN Benefit Plan is and, for the last three (3) years, has been maintained, operated and administered, in all material respects, to the extent applicable, with the requirements of ERISA and the applicable provisions of the Code, and any SCAN Benefit Plan intended to be qualified under Section 401(a) of the Code has been determined by the IRS to be so qualified (whether a favorable determination letter from the IRS, or with respect to a prototype plan, an opinion letter from the IRS to the prototype plan sponsor). With respect to each SCAN Benefit Plan, SCAN Group has made available to CareOregon accurate and complete copies of (i) the SCAN Benefit Plan document, including any amendments thereto, and all related adoption agreements, trust documents, insurance contracts or other funding vehicles, custodial agreements, administration agreements, and investment management or advising agreements, (ii) a written description of the SCAN Benefit Plan if such plan is not set forth in a written document, and (iii) all material correspondence to or from any Governmental Entity received in the last three (3) years with respect to any SCAN Benefit Plan.

(i) Except as set forth in Section 5.8(i) of the Disclosure Schedules, no SCAN Benefit Plan is: (i) subject to Title IV of ERISA; (ii) a multiemployer plan within the meaning of Section 3(37)(A) of ERISA; (iii) a multiple employer plan within the meaning of Section 413(c) of the Code; (iv) a multiple employer welfare arrangement within the meaning of ERISA Section 3(40); or (v) a SCAN Benefit Plan pursuant to which welfare benefits are provided to any employees or former employees of SCAN Group or any SCAN Company beyond their retirement or other termination of service, other than coverage mandated by Code Section 4980B, Subtitle B of Title I of ERISA or similar state and local group health plan continuation Laws, the cost of which is fully paid by the eligible SCAN Group employees or their dependents or the applicable SCAN Company employees or their dependents.

(j) There is no Claim (excluding claims for benefits incurred in the ordinary course) that is pending or, to the Knowledge of SCAN Group, threatened with respect to any of the SCAN Benefit Plans. All contributions or other amounts payable by SCAN Group or a SCAN Company with respect to each SCAN Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with generally accepted accounting principles.

(k) Neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated hereby will (i) result in any payment becoming due to any current or former employee of SCAN Group or any SCAN Company, (ii) increase any benefits under any SCAN Benefit Plan, or (iii) result in the acceleration of the time of payment, vesting or other rights with respect to any such benefits.

(l) Each SCAN Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code has at all times complied in all material respects (in form and in operation) with Sections 409A and 457A of the Code and the guidance issued by the IRS provided thereunder.

(m) Neither SCAN Group nor any of the SCAN Companies has any obligation to make a "gross-up" or otherwise compensate any individual because of the imposition of any tax on any compensatory payment to such individual, including, without limitation, excise taxes imposed by Section 409A of the Code.

(n) No SCAN Benefit Plan is maintained outside the jurisdiction of the United States or covers any employees or other service providers of SCAN Group or any of the SCAN Companies who reside or work outside of the United States.

(o) Each SCAN Benefit Plan that provides medical coverage is in compliance in all material respects with, and the operation of each such SCAN Benefit Plan will not result in the incurrence of any material penalty to SCAN Group or any of the SCAN Companies under the Patient Protection and Affordable Care Act or the Health Care and Education Reconciliation Act of 2010, in each case, to the extent applicable.

(p) With respect to each SCAN Benefit Plan, SCAN Group is in compliance in all material respects with all Laws requiring reports, filings, or disclosures to any Governmental Entity or notices to any SCAN Benefit Plan participants and beneficiaries.

Section 5.9 Healthcare Regulatory Matters.

(a) SCAN Group and each SCAN Company is duly licensed and has all necessary Approvals to perform all of the services provided by SCAN Group and such SCAN Company.

(b) All Medicare and Medicaid agreements, Permits, Approvals, certifications, regulatory agreements, or other agreements, certificates of operation, completion and occupancy, and other licenses required by Regulatory Authorities for the operation of the SCAN Business have been obtained and are in full force and effect, including, as applicable, approved provider status in any approved Third Party Payor Program in which SCAN Group or any SCAN Company participates (collectively, the "SCAN Health Care Licenses"). SCAN Group and the SCAN

Companies own and/or possess, and hold free from restrictions or conflicts with the rights of others, all such SCAN Health Care Licenses.

(c) Except as set forth in Section 5.9(c) of the Disclosure Schedules, (i) SCAN Group and the SCAN Companies are, and have been during the last six (6) years, in compliance in all material respects (including its form and rate filing, reserving, marketing, investment, financial, claims, taxation, underwriting, premium collection and refunding, cost and claims reporting, and other practices, as applicable) with all Laws, including without limitation the Insurance Laws, and with all applicable provisions of the requirements of any Regulatory Authority having jurisdiction over the SCAN Business, (ii) none of SCAN Group or any of the SCAN Companies is, nor has any such entity been in the past six (6) years, in material violation of any of the provisions of applicable Law with respect to health care service contractors or coordinated care organizations, and (iii) none of SCAN Group or any of the SCAN Companies, nor any Person acting on behalf of any such entity, has materially violated or has incurred any material Liability under (A) any federal or state fraud and abuse Laws, including the Stark Law (42 U.S.C. §1395nn), the civil False Claims Act (31 U.S.C. §3729 et seq.), Sections 1320a-7a and 1320a-7b of Title 42 of the United States Code, (B) Medicare (Title XVIII of the Social Security Act), (C) Medicaid (Title XIX of the Social Security Act), (D) any applicable licensure Laws or regulations, or (E) any other applicable Health Care Law or Insurance Law.

(d) Where applicable, SCAN Group and the SCAN Companies (i) are in compliance in all material respects with the requirements for participation in the Medicare and Medicaid programs, including the Medicaid and Medicare Patient and Program Protection Act of 1987, and (ii) have current provider agreements under Title XVIII and XIX of the Social Security Act, which are in full force and effect. Such SCAN Companies have not had any deficiencies on their most recent survey or audit that could result in a termination from the Medicare or Medicaid programs.

(e) Except as set forth in Section 5.9(e) of the Disclosure Schedules, neither SCAN Group nor any SCAN Company is a target of, participant in or subject to any Action or sanction by any Regulatory Authority or any other administrative or investigative body or entity or any other third party or any patient, resident, enrollee or member (including whistleblower suits, or suits brought pursuant to federal or state false claims acts or Medicaid/Medicare/State fraud/abuse laws) which is reasonably likely to result, directly or indirectly or with the passage of time, in the imposition of a fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, or recovery, or suspension or discontinuance of all or part of reimbursement or capitation payment from any Regulatory Authority or Third Party Payor Program, a lower reimbursement or capitation payment rate for services rendered to eligible patients, or any other civil or criminal remedy, or which is reasonably expected to have a Material Adverse Effect on the SCAN Business or which is reasonably likely to result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension, termination, non-renewal or other impairment of an SCAN Health Care License or affect SCAN Group's or any SCAN Company's participation in any Third Party Payor Program, as applicable, or any successor program thereto, at current rate certification, nor has any such action, proceeding, suit, investigation proceeding or audit been threatened.

(f) For the past six (6) years, SCAN Group and each SCAN Company has timely filed (taking into account permitted extensions timely obtained, if any) all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with respect thereto, that was required to be filed with any Regulatory Authority ("Regulatory Filings"). All such Regulatory Filings are accurate and complete in all material respects. For the past six (6) years, SCAN Group and each SCAN Company has timely paid (taking into account permitted extensions timely obtained, if any) all fees and assessments due and payable in connection therewith.

(g) SCAN Group and the SCAN Companies have not, other than in the ordinary course of business, changed the terms of their normal billing payment or reimbursement policies and related procedures, including the amount and timing of finance charges, fees and write-offs.

(h) Except as set forth in Section 5.9(h) of the Disclosure Schedules, no employee of SCAN Group or any SCAN Company has been terminated at any time during the last six (6) years for cause based on a violation or alleged violation of Health Care Laws, or because such person committed a felony against any client or patient, and no employee of SCAN Group or any SCAN Company that has been terminated at any time during the last six (6) years has made any written allegation against any SCAN Group or any SCAN Company in relation to Health Care Laws.

(i) None of SCAN Group, any SCAN Company or any officer, director or current employee of SCAN Group or any SCAN Company has ever been debarred, suspended or otherwise excluded from participating in any state or federally funded health care program. Neither SCAN Group nor any SCAN Company has, and, to the Knowledge of SCAN Group, none of its employees has, engaged in any conduct which could result in debarment or disqualification by any Regulatory Authority, and there are no proceedings pending or, to the Knowledge of SCAN Group, threatened that could reasonably be expected to result in criminal liability, debarment or disqualification by any Regulatory Authority. SCAN Group and each SCAN Company, as applicable, is in good standing with, and not excluded or suspended from participation in, or limited in its right to participate in any Third Party Payor Program.

(j) SCAN Group and each SCAN Company that submits bills, claims, claims reports or cost reports to any Third Party Payor Program maintains a corporate compliance program that accords in all material respects with reasonable industry standards, including a billing compliance program, training, evaluation, auditing and discipline for infractions.

(k) Except as set forth in Section 5.9(k) of the Disclosure Schedules, during the last six (6) years, none of SCAN Group or any of the SCAN Companies has been required to pay any civil monetary penalty under applicable Law regarding false, fraudulent or impermissible claims or reports under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state health care program or Federal Health Care Program. To the Knowledge of SCAN Group, none of SCAN Group or any of the SCAN Companies is currently the subject of any investigation, audit or proceeding that may result in such payment. Except as set forth in Section 5.9(k) of the Disclosure Schedules, neither SCAN Group nor any SCAN Company is a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders or similar agreements with or imposed by any Governmental Entity under any Law, nor is

subject to any investigation or proceeding that may result in any corporate integrity agreement or similar agreement.

(l) Except as set forth in Section 5.9(l) of the Disclosure Schedules, there are no material recoupments, adjustments or recovery proceedings being sought, requested, claimed or threatened under any Third Party Payor Program against SCAN Group or any SCAN Company. Except as set forth in Section 5.9(l) of the Disclosure Schedules, for the past six (6) years, none of SCAN Group, any SCAN Company or any officers or directors of SCAN Group or any SCAN Company has received, or has been the subject of, any audit, inquiry, or investigation that requires, or could reasonably be expected to require, the payment of money by SCAN Group or any SCAN Company to any Regulatory Authority, or requires or prohibits any activity by SCAN Group or any SCAN Company, other than routine reconciliations of eligibility, enrollments and disenrollments and any associated recoupments (e.g., audits of incarcerated or deceased Enrollees) ("Routine Reconciliations"). Any and all Routine Reconciliations of which SCAN Group has Knowledge and for which SCAN Group or any SCAN Company has not made repayment in full of the resulting Liability to the applicable Regulatory Authority are set forth in Section 5.9(l) of the Disclosure Schedules. There are no Actions, payment reviews, or other proceedings of which SCAN Group or any SCAN Company has received written notice, or, to the Knowledge of SCAN Group, appeals pending or threatened, before any Regulatory Authority with respect to any payments received by SCAN Group or any SCAN Company, which could have a Material Adverse Effect, either individually or in the aggregate, on the SCAN Business.

(m) To the Knowledge of SCAN Group, SCAN Group's and each SCAN Company's marketing staff has not violated any Laws applicable to the marketing or enrollment of SCAN Group's or any SCAN Company's health plans in any material respect. The compensation payable by SCAN Group or any SCAN Company to its marketing staff complies in all material respects with applicable Laws.

(n) SCAN Group and the SCAN Companies have implemented a corporate compliance program which meets all applicable legal requirements in all material respects and maintain staff to oversee the functioning of the corporate compliance program. As part of its corporate compliance program, SCAN Group and the SCAN Companies have implemented administrative processes, policies and procedures that are reasonably designed to ensure that SCAN Group and the SCAN Companies remain in compliance with all applicable Laws in all material respects. SCAN Group and the SCAN Companies have in place a process to regularly check all applicable federal or state health care program exclusion and debarment lists to determine whether SCAN Group, any SCAN Company, any of their respective officers, directors, managers, employees, providers of services or any contracted vendor or agent that provides health care-related services to SCAN Group or any SCAN Company is excluded, debarred, suspended, or otherwise ineligible to participate in any Third Party Payor Program or in federal procurement or non-procurement programs.

Section 5.10 Property and Assets. SCAN Group and the SCAN Companies have good and marketable title to, or a valid leasehold interest in or other valid right to use, all of their material properties and assets, including all properties and assets reflected on the SCAN Group Financial Statements, except those disposed of since December 31, 2021 in the ordinary course of business, and, to the Knowledge of SCAN Group, none of such properties or assets will, on the

Closing Date, be subject to any lien or encumbrance, other than those described in the SCAN Group Financial Statements, except for statutory liens for which payment is not yet delinquent or that SCAN Group or the applicable SCAN Company disputes in good faith which, in any event, do not exceed $1,000,000 in the aggregate.

Section 5.11 Real Property.

(a) Owned Real Property. Neither SCAN Group nor any SCAN Company owns, nor has SCAN Group nor any SCAN Company owned at any time from and after January 1, 2004, any fee simple or similar ownership interest in any real property.

(b) Leased Real Property. Section 5.11(b) of the Disclosure Schedules sets forth a list of all real property (i) currently leased or licensed to SCAN Group or any of the SCAN Companies pursuant to a lease, sublease, license, use and occupancy or other similar arrangement under which such company is a lessee, user or occupant, (ii) for which SCAN Group or any SCAN Company has agreed to make rental payments, and (iii) currently leased or subleased by any SCAN Group or any SCAN Company to a subtenant or other occupant (collectively, the "SCAN Leased Real Property"). SCAN Group has valid title to the leasehold estate under each SCAN Lease (as defined below), subject to and on the terms and conditions of the relevant SCAN Lease. Subject to the terms and conditions of the SCAN Leases and encumbrances and restrictions of record or otherwise applicable to the relevant SCAN Leased Real Property, SCAN Group or the applicable SCAN Company enjoys peaceful and undisturbed possession of the SCAN Leased Real Property. Neither SCAN Group nor any SCAN Company has received a written notice of any action to alter the zoning or zoning classification of any SCAN Leased Real Property.

(c) SCAN Group has made available to CareOregon copies of all ground leases, leases, subleases, licenses and any other occupancy agreements, together with all memoranda of agreement, assignments, memoranda of assignment, consents, subordination, recognition, non-disturbance, non-termination or attornment agreements, guaranties, surety agreements, letters of credit and other instruments and security agreements and all written amendments, modifications, memoranda, extensions, expansions, contractions, renewals or terminations relating to the SCAN Leased Real Property (collectively, the "SCAN Leases"). Neither SCAN Group nor any SCAN Company is a party to any other oral or written agreement conveying any present interest in real property except for the SCAN Leases. Except as set forth in Section 5.11(b) of the Disclosure Schedules, to the Knowledge of SCAN Group, there are no matters affecting the SCAN Leased Real Property or the SCAN Leases that could reasonably be expected to materially curtail or materially interfere with SCAN Group's or the SCAN Companies' use of the SCAN Leased Real Property as currently used.

(d) SCAN Group or the applicable SCAN Company has performed, in all material respects, all obligations required to be performed by it to date under the SCAN Leases. No security deposit or portion thereof deposited with respect to any of the SCAN Leases has been applied in respect of a breach or default under such SCAN Lease which has not been redeposited in full. All landlord's or tenant's work required to be performed under such SCAN Lease has been performed and paid for in all material respects. There is not under any such SCAN Lease (i) any default in any material respect by SCAN or the applicable SCAN Company; and (ii) to the Knowledge of SCAN Group, any default in any material respect by any other party thereto.

(e) Each SCAN Leased Real Property is in working physical condition and repair, subject to ordinary wear and tear, is usable in the ordinary course of business, and, to the Knowledge of SCAN Group, without inquiry, complies in all material respects with all applicable Laws.

(f) Except as set forth in Section 5.11(f) of the Disclosure Schedules, there is no pending or, to the Knowledge of SCAN Group, threatened (in writing): (i) condemnation or eminent domain proceeding against the SCAN Leased Real Property or any part of the SCAN Leases by any Governmental Entity; or (ii) action against the SCAN Leased Real Property or any SCAN Company for breach of any restrictive covenant affecting the SCAN Leased Real Property or any SCAN Leases.

(g) To the Knowledge of SCAN Group, except as otherwise set forth on Section 5.11(g) of the Disclosure Schedules, there are no purchase contracts, leases, subleases, licenses, concessions, rights of first refusal, options or any other agreements of any kind, written or oral, recorded or unrecorded, whereby any Person other than SCAN Group or a SCAN Company has acquired or has any basis to assert any right to possession, use, occupancy or enjoyment of all or any portion of the SCAN Leased Real Property or the SCAN Leases. Neither SCAN Group nor any SCAN Company has any interest in, or any right or obligation to acquire any interest in, any real property other than the SCAN Leased Real Property and as set forth in the SCAN Leases.

Section 5.12 Environmental Matters. Except as set forth in Section 5.12 of the Disclosure Schedules, to the Knowledge of SCAN Group, (a) neither SCAN Group nor any SCAN Company has used, handled, manufactured, treated, processed, generated, transported, stored, released, disposed or discharged any Hazardous Materials at, on or under any SCAN Leased Real Property, or, in connection with the SCAN Business, in a manner that is not in compliance with Environmental Laws in all material respects or that could reasonably be expected to result in a material liability to SCAN Group or any of the SCAN Companies, (b) no Hazardous Materials are present at, on or under or are migrating from any SCAN Leased Real Property in a manner that is not in compliance with Environmental Laws in all material respects or under conditions or in circumstances that could reasonably be expected to result in a material liability to SCAN Group or the SCAN Companies, (c) neither SCAN Group nor any SCAN Company has received any written notice from any Governmental Entity or third party of any actual or threatened environmental Liabilities with respect to SCAN Group or any SCAN Company, the SCAN Business or any SCAN Leased Real Property that remains outstanding or unresolved, (d) neither SCAN Group nor any SCAN Company has violated any Environmental Law that remains outstanding or unresolved, and (e) neither SCAN Group nor any SCAN Company has contractually, by operation of Law, by Environmental Law, or otherwise assumed or succeeded to any environmental Liabilities of any predecessors or any other Person.

Section 5.13 Intellectual Property and Data Security.

(a) Section 5.13(a) of the Disclosure Schedules contains a complete and correct list of: (i) all trademarks (whether or not registered) and all domain names owned by SCAN Group and the SCAN Companies; and (ii) all other registered Intellectual Property owned by SCAN Group and the SCAN Companies. SCAN Group and the SCAN Companies own, free and clear of all liens or encumbrances, or have a valid right to use all Intellectual Property used in the SCAN

Business as currently conducted or as currently proposed to be conducted. Each item of Intellectual Property owned or used by SCAN Group and the SCAN Companies immediately prior to the Closing Date will be available for use by SCAN Group and the SCAN Companies on identical terms and conditions immediately subsequent to the Closing Date. Except as set forth on Section 5.13(a) of the Disclosure Schedules, to the Knowledge of SCAN Group (i) no other Person (other than licensors, where applicable) has any rights to any of the Intellectual Property owned or used by SCAN Group or the SCAN Companies in the SCAN Business, and (ii) no other Person is infringing, violating or misappropriating any of the Intellectual Property that SCAN Group or the SCAN Companies own or have a valid right to use.

(b) To the Knowledge of SCAN Group, none of the activities conducted by SCAN Group, the SCAN Companies or the SCAN Business, or proposed to be conducted by SCAN Group, the SCAN Companies or the SCAN Business, infringes, violates or constitutes a misappropriation of (or in the past infringed, violated or constituted a misappropriation of), any Intellectual Property of any other Person. To the Knowledge of SCAN Group, neither SCAN Group nor any SCAN Company has received any Claim alleging any such infringement, violation or misappropriation, and to the Knowledge of SCAN Group, there is no basis for any such Claim.

(c) All IT Systems are in good working condition and are sufficient for the operation of the SCAN Business as currently conducted and are consistent with the standards prevalent in SCAN Group's industry. In the past six (6) years, there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of the IT Systems that has resulted or is reasonably likely to result in disruption or damage to the SCAN Business and that has not been remedied. SCAN Group has taken all commercially reasonable steps to safeguard the confidentiality, availability, security, and integrity of the IT Systems, including implementing and maintaining appropriate backup, disaster recovery, and software and hardware support arrangements.

(d) In the past six (6) years, SCAN Group and each SCAN Company has complied in all material respects with all applicable Laws and all publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the SCAN Business. In the past six (6) years, SCAN Group and each SCAN Company has not (i) experienced any actual, alleged, or suspected data breach or other security incident involving personal information in its possession or control or (ii) been subject to or received any written notice of any audit, investigation, complaint, or other Action by any Governmental Entity or other Person concerning SCAN Group's or any SCAN Company's collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any applicable Law concerning privacy, data security, or data breach notification, and to the Knowledge of SCAN Group, there are no facts or circumstances that could reasonably be expected to give rise to any such Action.

(e) Except as set forth in Section 5.13(e) of the Disclosure Schedules, in the past six (6) years, SCAN Group and each SCAN Company have not experienced a reportable breach of protected health information (as such term is defined by HIPAA). None of SCAN Group nor any SCAN Company has materially failed to comply with the privacy, security, and breach notification requirements under HIPAA or any similar applicable Law protecting patient information. Except as set forth in Section 5.13(e) of the Disclosure Schedules, none of SCAN

Group nor any SCAN Company is subject to or has received any written notice of audit, investigation, complaint or any other Action by any Governmental Entity with respect to any violation or alleged violation of HIPAA or similar applicable Law protecting patient information, and to the Knowledge of SCAN Group, there are no facts or circumstances that could reasonably be expected to give rise to such Action.

Section 5.14 Material Contracts and Obligations.

(a) Section 5.14(a) of the Disclosure Schedules contains a true and complete list of each of the following Contracts to which SCAN Group or any SCAN Company is a party or bound (such Contracts, together with the SCAN Key Provider Contracts listed in Section 5.14(c) of the Disclosure Schedules, each, a "SCAN Material Contract" and, collectively, the "SCAN Material Contracts"):

(i) any agreement which required annual expenditures by SCAN Group or a SCAN Company in excess of $1,000,000 for calendar year 2021, other than as otherwise disclosed pursuant to clauses (ii)-(x) below;

(ii) any material employment, consulting or collective bargaining agreements, including any agreements providing for an ongoing severance obligation or any obligation upon a change of control or similar provisions;

(iii) SCAN Benefit Plans;

(iv) any agreement relating to indebtedness for borrowed money;

(v) any guarantee or other agreement by which SCAN Group or any SCAN Company is or may become liable for indebtedness or any other obligations of another Person;

(vi) any agreement relating to the disposition, directly or indirectly, of any of SCAN Group's or the SCAN Companies' assets other than in the ordinary course of business;

(vii) any agreement relating to the acquisition, directly or indirectly, of assets, capital stock, membership interests or other equity interests of any Person with a fair market value in excess of $1,000,000;

(viii) SCAN Leases;

(ix) any agreement which contains any exclusivity right in favor of a third party and that involved expenditures by SCAN Group or a SCAN Company in excess of $1,000,000 for calendar year 2021;

(x) any agreement under which SCAN Group or any SCAN Company has materially limited or restricted its right to (A) compete or contract with any Person in any respect, (B) engage in any line of business, (C) operate in any geographic location, or (D) use or disclose any information in its possession (other than confidentiality agreements

entered into in the ordinary course of business or included in agreements that do not otherwise constitute SCAN Material Contracts).

For clarity, agreements disclosed pursuant to Section 5.14(c) need not be separately disclosed for purposes of this Section 5.14(a).

(b) All SCAN Material Contracts are valid, binding and in full force and effect. Neither SCAN Group nor any of the SCAN Companies is, and, to the Knowledge of SCAN Group, no other Party to any SCAN Material Contract is, in default of any of its respective obligations under any such SCAN Material Contract.

(c) Section 5.14(c) of the Disclosure Schedules contains a true and complete list of the top forty (40) providers for SCAN Health Plan based on aggregate payments made by SCAN Health Plan to such providers for the period January 1, 2021 to December 31, 2021 (the "SCAN Key Providers"). SCAN Health Plan has in place a written Contract with each such SCAN Key Provider that is currently in effect (the "SCAN Key Provider Contracts"). Except as set forth on Section 5.14(c) of the Disclosure Schedules, SCAN Group has delivered or made available to CareOregon complete copies of the SCAN Key Provider Contracts that account for 95% of the membership of SCAN Group and the SCAN Companies, on a consolidated basis, including all amendments, waivers or changes thereto. Except as set forth on Section 5.14(c) of the Disclosure Schedules, since December 31, 2021, no SCAN Key Provider has given written notice to SCAN Health Plan of a termination of its relationship with SCAN Health Plan, no SCAN Key Provider Contract has changed in its essential commercial terms, no SCAN Key Provider has materially altered the aggregate amount of provider claims it submits to SCAN Health Plan except in the ordinary course of business, and no SCAN Key Provider has otherwise notified SCAN Health Plan that it intends to terminate its business relationship with SCAN Health Plan. During the current term of each applicable SCAN Key Provider Contract, SCAN Health Plan has compensated and currently compensates each SCAN Key Provider for services to enrollees in accordance with the rates and fees set forth in the applicable SCAN Key Provider Contract. Except as set forth on Section 5.14(c) of the Disclosure Schedules, SCAN Health Plan has in place a written contract with each provider other than the SCAN Key Providers that is currently in effect. Except as set forth on Section 5.14(c) of the Disclosure Schedules, there are no renegotiations, attempts to renegotiate or outstanding rights to negotiate any material amount to be paid or payable to or by SCAN Health Plan under any contract with any provider other than in the ordinary course of business consistent with the past practices of SCAN Health Plan.

Section 5.15 Taxes. SCAN Group and the SCAN Companies have timely filed or caused to be filed all federal, state and local Tax Returns required to be filed by SCAN Group and the SCAN Companies, and all such Tax Returns are true, correct, and complete in all material respects. All Taxes shown to be due and payable on such returns, any assessments proposed, and all other Taxes due and payable by or with respect to SCAN Group and the SCAN Companies on or before the Closing have been paid or will be paid prior to the time they become delinquent. Neither SCAN Group nor any SCAN Company has been advised (a) that any of SCAN Group's or any of the SCAN Companies' Tax Returns have been or are being audited as of the date hereof, or (b) of any deficiency in assessment or proposed judgment with respect to SCAN Group's or any of the SCAN Companies' Tax Returns. Neither SCAN Group nor any SCAN Company has any

Knowledge of any Liability for Taxes of SCAN Group or the SCAN Companies as of the date of this Agreement that is not adequately reserved for.

Section 5.16 Tax-Exemption. SCAN Group has provided CareOregon with complete and correct copies of all of the letters and/or rulings from the IRS which recognize that SCAN Group and each of the applicable SCAN Companies are exempt from United States federal income taxes under Section 501(a) of the Code as an organization described under Section 501(c)(3) of the Code and not a "private foundation" as such term is defined in Section 509 of the Code (the "SCAN Company Determination Letters"). None of the SCAN Company Determination Letters have been modified, limited or revoked, in whole or in part, and neither SCAN Group nor any SCAN Company has been notified that the IRS is proposing to revoke, modify or limit the SCAN Company Determination Letters. There is no pending request by SCAN Group or any of the SCAN Companies for a redetermination or modification of tax-exempt status as an organization described in Section 501(c)(3) of the Code. SCAN Group and each of the applicable SCAN Companies is in compliance in all material respects with all of the terms, conditions and limitations contained in the SCAN Company Determination Letters, if any, and none of such entities has engaged in any activity or conduct of such nature that would warrant modification, limitation or revocation of the SCAN Company Determination Letters. Neither SCAN Group nor any of the SCAN Companies has any "unrelated business income" as defined in Sections 511 through 514 of the Code that would adversely affect their respective status as an organization described in Section 501(c)(3) of the Code. Neither SCAN Group nor any of the SCAN Companies has been notified that the IRS is proposing to investigate any of SCAN Group's or the SCAN Companies' continued qualification as an organization described in Section 501(c)(3) of the Code or that there are any administrative or judicial proceedings pending or threatened which may adversely affect the classification of such company as an organization described in Section 501(c)(3) of the Code and not a private foundation under Section 509 of the Code. SCAN Group and the applicable SCAN Companies have made all filings necessary to maintain their respective status as an organization described in Section 501(c)(3) of the Code.

Section 5.17 Insurance. Section 5.17 of the Disclosure Schedules sets forth a complete and correct list of all policies of property, liability, workers' compensation and other forms of insurance maintained by or for the benefit of SCAN Group and the SCAN Companies, and all pending outstanding claims against such insurance policies. SCAN Group has made available to CareOregon complete and correct copies of all such policies, together with all riders amendments, supplements and other modifications thereto or waivers of rights thereunder. To the Knowledge of SCAN Group, there are no disputes with the underwriters of any such policies or any claims pending under such policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies. To the Knowledge of SCAN Group, there are no outstanding resolved claims under any such policy that have not been paid. To the Knowledge of SCAN Group, all such policies are, and for the last three (3) years have been, in full force and effect and enforceable in accordance with their terms, and no such policies have been cancelled, terminated or lapsed unless simultaneously with such cancellation, termination or lapse, replacement policies providing coverage equal to or greater than such policies had been obtained. All premiums that are due and payable under all such policies have been paid and SCAN Group and, to the Knowledge of SCAN Group, the SCAN Companies are otherwise in compliance in all material respects with the terms of such policies. None of the policy limits of such insurance policies have been exhausted, and neither SCAN Group nor, to the Knowledge of SCAN Group,

any SCAN Company has failed to give proper notice of any claim under any such policy in a due and timely fashion. During the last three (3) years, neither SCAN Group nor, to the Knowledge of SCAN Group, any SCAN Company has received any written notice of default under any such policy or notice of any pending or threatened cancellation or termination, coverage limitation or reduction, or material premium or deductible increase with respect to any such policy. All of such policies are, and all similar insurance policies maintained by SCAN Group and the SCAN Companies in the past were, placed with financially sound and reputable insurers at the time such policies were in effect, and are and were in amounts and had coverages that are and were reasonable and customary for Persons engaged in businesses similar to that engaged in by SCAN Group and the SCAN Companies.

Section 5.18 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firms engaged by or acting on behalf of SCAN Group in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, is or will be entitled to any broker's or finder's or similar fees or other commissions arising in connection with this Agreement or the transactions contemplated by this Agreement, except as set forth in Section 5.18 of the Disclosure Schedules.

Section 5.19 Acknowledgment Regarding the CareOregon Companies. Notwithstanding anything contained in this Agreement to the contrary, SCAN Group acknowledges and agrees that CareOregon is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by CareOregon in ARTICLE VI. SCAN Group further represents that none of CareOregon, any of the CareOregon Companies or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding CareOregon and the CareOregon Companies or the transactions contemplated by this Agreement that are not expressly set forth in this Agreement, and none of CareOregon, any of the CareOregon Companies or any other Person will have or be subject to any liability to SCAN Group or any other Person resulting from the distribution to SCAN Group or its representatives or SCAN Group's or any of its Affiliate's use of, any such information, including any document or information in any form provided to SCAN Group or its representatives in connection with the transactions contemplated hereby. SCAN Group acknowledges that it has conducted to its satisfaction, its own independent investigation of CareOregon and each of the CareOregon Companies, and, in making the determination to proceed with the transactions contemplated by this Agreement, SCAN Group has relied on the results of its own independent investigation.

Section 5.20 No Other Representations or Warranties; Disclosure Schedules. Except for the representations and warranties contained in this ARTICLE V, SCAN Group is not making any other express or implied representation or warranty with respect to SCAN Group or the SCAN Companies or the transactions contemplated by this Agreement, and SCAN Group disclaims any other representations or warranties, whether made by SCAN Group, any of the SCAN Companies or any of their respective officers, directors, employees, agents or other representatives. Except for the representations and warranties contained in this ARTICLE V, SCAN Group (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to SCAN Group or the SCAN Companies and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in

writing) to CareOregon or its representatives. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect with respect to the SCAN Business.

## ARTICLE VI
## REPRESENTATIONS AND WARRANTIES OF CAREOREGON

CareOregon represents and warrants to SCAN Group as of the date hereof and as of the Closing Date as follows:

Section 6.1 Organization and Standing. CareOregon and each of the CareOregon Companies is duly organized, validly existing and, to the extent such concept is recognized, in good standing (or equivalent status) under the Laws of the jurisdiction of its incorporation or organization and each has all requisite power and authority and any necessary Permits to own, operate, license and lease the properties and assets that each purports to own, operate, license or lease and to carry on its business as it has been conducted, is now being conducted and is presently proposed to be conducted. CareOregon and each of the CareOregon Companies is duly registered, qualified or licensed to do business and, to the extent such concept is recognized, in good standing (or equivalent status) in each jurisdiction where the character of its properties and assets owned, operated, licensed or leased or the nature of its activities makes such registration, qualification or licensure necessary. Section 6.1 of the Disclosure Schedules sets forth each jurisdiction in which CareOregon and each of the CareOregon Companies is so incorporated or organized and is qualified or licensed to conduct business as a foreign entity.

Section 6.2 Authority for Agreement; No Conflict.

(a) The execution, delivery and performance by CareOregon of its obligations pursuant to this Agreement, and the consummation by CareOregon of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of CareOregon.

(b) This Agreement has been duly executed and delivered by CareOregon and constitutes the valid and binding obligation of CareOregon enforceable against CareOregon in accordance with its terms, except as may be limited by the Enforceability Exceptions.

(c) The execution and delivery of this Agreement and performance by CareOregon of the transactions contemplated hereby will not (i) conflict with or violate any provision of the Governing Documents of CareOregon or the CareOregon Companies; (ii) conflict with or violate any Law or Order applicable to CareOregon or the CareOregon Companies; or (iii) except as set forth in Section 6.2(c)(iii) of the Disclosure Schedules, conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of, create in any third party the right to accelerate, terminate, modify or cancel, or require any notice, consent or waiver under, any agreement or other arrangement to which CareOregon or any CareOregon Company is a party or by which any CareOregon Company is bound or its properties or assets are subject, other than any of the foregoing events listed in this clause (iii) which do not and will not, individually or in the aggregate, (A) have a material adverse

effect on the ability of CareOregon to perform its obligations under this Agreement or a Material Adverse Effect on the CareOregon Business; or (B) result in the imposition of any lien or encumbrance upon any assets of CareOregon or any CareOregon Company.

(d) To the Knowledge of CareOregon, no fact, issue, concern or other matter, either past or present, exists that would materially adversely affect CareOregon's ability to obtain any Approval required in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby. Except for any Approvals contemplated by ARTICLE IV, no Action, Approval, Order or filing with any Governmental Entity or any other Person is required by CareOregon in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

Section 6.3 Capital Structure.

(a) Section 6.3(a)(i) of the Disclosure Schedules sets forth all of the authorized, issued and outstanding capital stock, membership interests or other equity interests of each CareOregon Company that has any such equity interests outstanding. All of the issued and outstanding equity of such CareOregon Company (i) is fully paid and nonassessable, (ii) has been duly authorized and validly issued, (iii) has not been issued in violation of any Law, agreement (including the Governing Documents of any CareOregon Company) or any preemptive rights, purchase option, call option, right of first refusal or similar right of any Person, (iv) except as set forth in Section 6.3(a)(ii) of the Disclosure Schedules, is owned free and clear of any restrictions on transfer (other than any restrictions under the Securities Act and state securities laws) and Encumbrances, and (v) was offered, sold, issued and delivered in compliance with applicable federal and state securities Laws. The record ownership of the issued and outstanding equity of each CareOregon Company that has any such equity interests outstanding is set forth in Section 6.3(a)(i) of the Disclosure Schedules, including the terms of any restrictions on such outstanding equity.

(b) Except as set forth in Section 6.3(a)(i) of the Disclosure Schedules, no CareOregon Company has any other authorized, issued or outstanding: (i) capital stock, equity securities or securities containing any equity features (and no such capital stock, equity securities or securities containing any equity features are reserved for issuance or held in treasury), (ii) options, warrants, purchase rights, subscription rights, calls or other contracts relating to any equity interests of any CareOregon Company, (iii) securities convertible into or exchangeable for any equity interests of any CareOregon Company, (iv) phantom stock rights, stock appreciation rights, profit participation rights, restricted stock awards, or other stock or equity-based awards or rights relating to or valued by reference to the equity of any CareOregon Company, (v) other commitments of any kind for the issuance of additional equity interests or options, warrants or other securities of any CareOregon Company, (vi) outstanding obligations (contingent or otherwise) of any CareOregon Company or any other Person to purchase, redeem or otherwise acquire any capital stock or other equity interests in any CareOregon Company, to make any payments based on the market price or value of shares or other equity interests of any CareOregon Company or to provide funds to make any investment (in the form of a loan, capital contribution or otherwise) in any other Person, or (vii) other equity securities or securities containing any equity features of any CareOregon Company.

(c) Except as set forth in Section 6.3(c) of the Disclosure Schedules, no CareOregon Company has accrued, declared or paid any dividends or made any similar distributions with respect to any equity interests of such entity since December 31, 2021. No CareOregon Company is subject to any obligation (contingent or otherwise) to pay any dividend or otherwise to make any distribution or payment to any current or former holder of any CareOregon Company's equity interests.

(d) Except as set forth in Section 6.3(d) of the Disclosure Schedules, there are no registration rights agreements, equityholder agreements, voting trusts or proxies or other agreements or understandings to which any CareOregon Company, any equityholder of any CareOregon Company or any other Person is a party or by which it or any of them is bound relating to the voting, disposition, purchase or issuance of, or any other rights with respect to, any equity of any CareOregon Company.

(e) No CareOregon Company has registered shares or any other equity interests under the Securities Act or the Exchange Act or has registered itself under the Exchange Act.

Section 6.4 Financial Statements.

(a) CareOregon has made available to SCAN Group (i) the audited consolidated financial statements of CareOregon and its Affiliates as of and for the year ending December 31, 2021 (the "CareOregon Audited Financial Statements"), and (ii) unaudited consolidated financial statements for the nine-month period ending on September 30, 2022 (the "CareOregon Recent Financial Statements" and together with the CareOregon Audited Financial Statements, the "CareOregon Financial Statements"). The CareOregon Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the year covered by such CareOregon Financial Statements. The CareOregon Financial Statements have been prepared from, and are in accordance with, the books and records of CareOregon and its Affiliates (which books and records are complete and correct in all material respects), and present fairly, in all material respects, CareOregon's and its Affiliates' financial position and results of operations and cash flows as of the dates and for the periods indicated therein, except that the CareOregon Recent Balance Sheet does not contain footnotes and is subject to normal year-end adjustments consistent with customary practices that will not be material in amount or effect, either individually or in the aggregate.

(b) Section 6.4(b) of the Disclosure Schedules contains true, correct and complete copies of (x) (A) the audited balance sheets of each Financially Regulated Subsidiary that is a CareOregon Company as of and for the years ended December 31, 2020 and December 31, 2021, and (B) the related audited STAT statements of income, retained earnings and changes in financial position, together with all related notes and schedules thereto, accompanied by the reports thereon of the applicable Financially Regulated Subsidiary's accountants, in the case of each of clause (A) and clause (B), except to the extent the Financially Regulated Entity that is a CareOregon Company is included, either on a standalone or consolidated basis, in the CareOregon Audited Financial Statements, and (y) the unaudited STAT financial statements of each Financially Regulated Subsidiary that is a CareOregon Company for the period ended September 30, 2022 (the "Latest CareOregon STAT Financial Statements" and collectively referred to herein as the "CareOregon STAT Financial Statements"). Each of the CareOregon

STAT Financial Statements have been prepared from, and are in accordance with, the books and records of the Financially Regulated Subsidiary (which books and records are complete and correct in all material respects), and present fairly, in all material respects, such Financially Regulated Subsidiary's financial position and results of operations and cash flows of the Financially Regulated Subsidiary as of the dates and for the periods indicated therein and have been prepared in accordance with STAT, in each case, consistently applied throughout the periods covered thereby and except that the unaudited CareOregon STAT Financial Statements do not contain footnotes and are subject to normal year-end adjustments consistent with customary practices that will not be material in amount or effect, either individually or in the aggregate.

(c) Each Financially Regulated Subsidiary that is a CareOregon Company has devised and maintained systems of internal accounting controls with respect to its business sufficient to provide reasonable assurances that (i) all transactions are executed in all material respects in accordance with management's general or specific authorization, (ii) all transactions are recorded as necessary to permit the preparation of audited financial statements in conformity with STAT and to maintain proper accountability for items and (iii) recorded accountability for items is compared with actual levels at reasonable intervals and appropriate action is taken with respect to any differences. There have been no instances of fraud by any of Financially Regulated Subsidiary that is a CareOregon Company, whether or not material, that occurred during any period covered by the CareOregon STAT Financial Statements. The books and records of each Financially Regulated Subsidiary that is a CareOregon Company have been maintained in all material respects in accordance with STAT, applied on a consistent basis, and any other Laws, are correct in all material respects and reflect only actual transactions.

(d) The aggregate actuarial reserves and other actuarial amounts held with respect to each Financially Regulated Subsidiary that is a CareOregon Company as established or reflected on the Latest CareOregon STAT Financial Statements:

(i) were (A) determined in accordance with STAT, (B) fairly stated in accordance with sound actuarial principles and (C) based on sound actuarial assumptions;

(ii) met in all material respects the requirements of the applicable Insurance Laws of the State of Oregon or any other state having such jurisdiction; and

(iii) were adequate and sufficient (under generally accepted actuarial standards consistently applied) to cover the total amount of all the reasonably anticipated matured and unmatured Liabilities of the Financially Regulated Subsidiary.

(e) Neither CareOregon nor any CareOregon Company has any Liabilities (including Liabilities as a guarantor or otherwise with respect to the obligations of others) except (i) those which are adequately disclosed and reserved against in the CareOregon Financial Statements, (ii) those which have been incurred in the ordinary course since the date of the CareOregon Recent Balance Sheet and which are not Liabilities for any breach of contract, breach of warranty, tort, infringement, Action or violation of applicable Law, (iii) Liabilities disclosed in Section 6.4(e) of the Disclosure Schedules and (iv) Liabilities less than $1,000,000 in the aggregate.

(f) Except as set forth in Section 6.4(f) of the Disclosure Schedules, there have been no material changes in the financial condition or operations of CareOregon or any CareOregon Company since December 31, 2021, and CareOregon and each CareOregon Company has continued to conduct its operations in the ordinary course of business and consistent with past practices and, without limiting the foregoing, there has not been or occurred any Material Adverse Effect with respect to the CareOregon Business or any event, condition, change, or effect that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect with respect to the CareOregon Business.

Section 6.5 Compliance. Except as set forth on Section 6.5 of the Disclosure Schedules, CareOregon and each CareOregon Company is, and for the past six (6) years has been, in compliance in all material respects with all applicable Laws and Orders. Neither CareOregon nor any of the CareOregon Companies, nor any of their respective officers or directors has, within the past six (6) years, received any written notice, Order, complaint, claim, investigation or other written communication from any Governmental Entity or any other Person regarding any actual or alleged material violation of any Law or Order applicable to such entities. No Governmental Entity has instituted, implemented, taken or threatened in writing to take, and to the Knowledge of CareOregon, no Governmental Entity intends to take, any other action the effect of which, individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect.

Section 6.6 Litigation. Except as set forth on Section 6.6 of the Disclosure Schedules, there are no, and during the last six (6) years have not been any, material Actions pending, or, to the Knowledge of CareOregon, threatened in writing against or otherwise affecting or involving CareOregon or any CareOregon Company or any of their respective properties or rights, or against CareOregon's or any CareOregon Company's officers, directors, managers, equityholders or employees (in connection with their services for CareOregon or any CareOregon Company). Except as set forth on Section 6.6 of the Disclosure Schedules, none of CareOregon or any CareOregon Company is subject to any outstanding Order which would reasonably be expected to have a material adverse effect on the ability of such entities to consummate the transactions contemplated hereby, and none of CareOregon or any of the CareOregon Companies has received notice of, and, for the past six (6) years, none of such entities has received written notice of any Claim pending related to such entities, that would be material to the CareOregon Business, taken as a whole, or that would reasonably be expected to prevent, impair or hinder any such entity from complying with its obligations hereunder.

Section 6.7 Permits. CareOregon and each CareOregon Company holds all material Permits required by it to conduct the CareOregon Business and is in compliance in all material respects with all applicable Laws and agreements and all requirements for participation in the Medicare and Medicaid programs, to the extent applicable. To the Knowledge of CareOregon, all such material Permits are in full force and effect, and neither CareOregon or any CareOregon Company is in material default with respect to any such material Permit. No written notice from any Governmental Entity with respect to the revocation, termination, suspension or limitation of any such Permit has been received by CareOregon or any CareOregon Company or, to the Knowledge of CareOregon, has any such notice been threatened.

Section 6.8 Employment and Employee Benefit Matters.

(a) A complete list of the employees of CareOregon and the CareOregon Companies was provided to outside counsel to SCAN Group on or about December 11, 2022, with information dated as of November 28, 2022, identifying the following, as applicable, for each: (i) title or position (including whether full or part time), (ii) state of residence, (iii) remote or office-based position, (iv) current annual base compensation, (v) commission, bonus or other incentive-based compensation, (vi) employing entity, , and (vii) exempt or non-exempt status.

(b) CareOregon and each CareOregon Company is, and for the past three (3) years has been, in compliance in all material respects with all applicable Laws regarding employment and employment practices (including anti-discrimination, anti-harassment and anti-retaliation), terms and conditions of employment and wages and hours (including classification of employees and independent contractors, and equal pay practices), occupational safety and health, work authorization, immigration, unemployment compensation, employee privacy, and all laws in respect of any reduction in force (including notice, information and consultation requirements). Except as set forth in Section 6.8(b) of the Disclosure Schedules, CareOregon and each CareOregon Company has paid or properly accrued in the ordinary course of business all wages and compensation due to employees of CareOregon and each CareOregon Company, including all overtime pay, vacations or vacation pay, holidays or holiday pay, sick days or sick pay, meal and rest break-related pay, and bonuses, except where the failure to do so has not, and is not expected to have, individually or in the aggregate, a Material Adverse Effect on the CareOregon Business.

(c) Neither CareOregon nor any CareOregon Company has received notice of any pending or, to the Knowledge of CareOregon, threatened (i) unfair labor practice charge or complaint against CareOregon or any CareOregon Company before the National Labor Relations Board or any similar state or local agency relating to an alleged violation or breach of any Laws or (ii) Action against CareOregon or any CareOregon Company concerning employment-related matters, employees of CareOregon or any CareOregon Company, or violation of any Laws regarding employment and employment practices or breach of any contractual obligations.

(d) Except as set forth in Section 6.8(d) of the Disclosure Schedules, no employee or independent contractor of CareOregon or any CareOregon Company is in violation of any employment contract, confidentiality or restrictive covenant agreement or other proprietary rights agreement or any other contract relating the right of such person to be employed by, or provide services to, CareOregon or any CareOregon Company.

(e) Except as set forth in Section 6.8(e) of the Disclosure Schedules, no allegation of harassment of any kind (including sexual harassment) has been made in the past three (3) years to CareOregon or any CareOregon Company against any officer, manager or director of such company.

(f) Except as set forth in Section 6.8(f) of the Disclosure Schedules, (i) neither CareOregon nor any CareOregon Company is a party to, bound by or negotiating any collective bargaining agreement, (ii) there is no Union representing or purporting to represent any employee of CareOregon or any CareOregon Company and, to the Knowledge of CareOregon, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective

bargaining, and (iii) there are no strikes or labor disputes or lawsuits, unfair labor or unlawful employment practice charges, contract grievances or similar charges or Actions pending or, to the Knowledge of CareOregon, threatened by any of the employees, former employees or employment applicants of CareOregon or any CareOregon Company.

(g) Section 6.8(g) of the Disclosure Schedules contains a list setting forth each employee benefit plan, program or arrangement, whether written or oral, currently sponsored, maintained or contributed to by CareOregon or any ERISA Affiliate, or with respect to which CareOregon or any ERISA Affiliate has or may have any liability or obligation, including but not limited to employee pension benefit plans, as defined in Section 3(2) of ERISA, any plans subject to Code section 457(b), 403(b), or 457(f), multiemployer plans, as defined in Section 3(37) of ERISA, employee welfare benefit plans, as defined in Section 3(1) of ERISA, deferred compensation plans, stock option or other equity compensation plans, stock purchase plans, phantom stock plans, bonus plans, fringe benefit plans, life, health, dental, vision, hospitalization, disability and other insurance plans, employee assistance program, severance or termination pay plans and policies, and sick pay and vacation plans or arrangements, whether or not described in Section 3(3) of ERISA. Each and every such plan, program, agreement or arrangement is hereinafter referred to as an "CareOregon Benefit Plan".

(h) Each CareOregon Benefit Plan is and, for the last three (3) years, has been maintained, operated and administered, in all material respects, to the extent applicable, with the requirements of ERISA and the applicable provisions of the Code, and any CareOregon Benefit Plan intended to be qualified under Section 401(a) of the Code has been determined by the IRS to be so qualified (whether a favorable determination letter from the IRS, or with respect to a prototype plan, an opinion letter from the IRS to the prototype plan sponsor). With respect to each CareOregon Benefit Plan, CareOregon has made available to CareOregon accurate and complete copies of (i) the CareOregon Benefit Plan document, including any amendments thereto, and all related adoption agreements, trust documents, insurance contracts or other funding vehicles, custodial agreements, administration agreements, and investment management or advising agreements, (ii) a written description of the CareOregon Benefit Plan if such plan is not set forth in a written document, and (iii) all material correspondence to or from any Governmental Entity received in the last three (3) years with respect to any CareOregon Benefit Plan.

(i) Except as set forth in Section 6.8(i) of the Disclosure Schedules, no CareOregon Benefit Plan is: (i) subject to Title IV of ERISA; (ii) a multiemployer plan within the meaning of Section 3(37)(A) of ERISA; (iii) a multiple employer plan within the meaning of Section 413(c) of the Code; (iv) a multiple employer welfare arrangement within the meaning of ERISA Section 3(40); or (v) a CareOregon Benefit Plan pursuant to which welfare benefits are provided to any employees or former employees of CareOregon or any CareOregon Company beyond their retirement or other termination of service, other than coverage mandated by Code Section 4980B, Subtitle B of Title I of ERISA or similar state and local group health plan continuation Laws, the cost of which is fully paid by the eligible CareOregon employees or their dependents or the applicable CareOregon Company employees or their dependents.

(j) There is no Claim (excluding claims for benefits incurred in the ordinary course) that is pending or, to the Knowledge of CareOregon, threatened with respect to any of the CareOregon Benefit Plans. All contributions or other amounts payable by CareOregon or a

CareOregon Company with respect to each CareOregon Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with generally accepted accounting principles.

(k) Except as set forth in Section 6.8(k) of the Disclosure Schedules, neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated hereby will (i) result in any payment becoming due to any current or former employee of CareOregon or any CareOregon Company, (ii) increase any benefits under any CareOregon Benefit Plan, or (iii) result in the acceleration of the time of payment, vesting or other rights with respect to any such benefits.

(l) Each CareOregon Benefit Plan that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code has at all times complied in all material respects (in form and in operation) with Sections 409A and 457A of the Code and the guidance issued by the IRS provided thereunder.

(m) Neither CareOregon nor any of the CareOregon Companies has any obligation to make a "gross-up" or otherwise compensate any individual because of the imposition of any tax on any compensatory payment to such individual, including, without limitation, excise taxes imposed by Section 409A of the Code.

(n) No CareOregon Benefit Plan is maintained outside the jurisdiction of the United States or covers any employees or other service providers of CareOregon or any of the CareOregon Companies who reside or work outside of the United States.

(o) Each CareOregon Benefit Plan that provides medical coverage is in compliance in all material respects with, and the operation of each such CareOregon Benefit Plan will not result in the incurrence of any material penalty to CareOregon or any of the CareOregon Companies under the Patient Protection and Affordable Care Act or the Health Care and Education Reconciliation Act of 2010, in each case, to the extent applicable.

(p) With respect to each CareOregon Benefit Plan, CareOregon Group is in compliance in all material respects with all Laws requiring reports, filings, or disclosures to any Governmental Entity or notices to any CareOregon Benefit Plan participants and beneficiaries.

(q) The transactions contemplated hereby shall not give rise to an "excess parachute payment" payable by CareOregon or any CareOregon Company within the meaning of Code Sections 280G or 4960.

Section 6.9 Healthcare Regulatory Matters.

(a) CareOregon and each CareOregon Company is duly licensed and has all necessary Approvals to perform all of the services provided by CareOregon and such CareOregon Company.

(b) All Medicare and Medicaid agreements, Permits, Approvals, certifications, regulatory agreements, or other agreements, certificates of operation, completion and occupancy, and other licenses required by Regulatory Authorities for the operation of the CareOregon Business have been obtained and are in full force and effect, including, as applicable, the CCO

Contract and approved provider status in any approved Third Party Payor Program in which CareOregon or any CareOregon Company participates (collectively, the "CareOregon Health Care Licenses"). CareOregon and the CareOregon Companies own and/or possess, and hold free from restrictions or conflicts with the rights of others, all such CareOregon Health Care Licenses.

(c) Except as set forth in Section 6.9(c) of the Disclosure Schedules, (i) CareOregon and the CareOregon Companies are, and have been during the last six (6) years, in compliance in all material respects (including its form and rate filing, reserving, marketing, investment, financial, claims, taxation, underwriting, premium collection and refunding, cost and claims reporting, and other practices, as applicable) with all Laws, including without limitation the Insurance Laws, and with all applicable provisions of the requirements of any Regulatory Authority having jurisdiction over the CareOregon Business, (ii) none of CareOregon or any of the CareOregon Companies is, nor has any such entity been in the past six (6) years, in material violation of any of the provisions of applicable Law with respect to health care service contractors or coordinated care organizations, and (iii) none of CareOregon or any of the CareOregon Companies, nor any Person acting on behalf of any such entity, has violated or has incurred any Liability under (A) any federal or state fraud and abuse Laws, including the Stark Law (42 U.S.C. §1395nn), the civil False Claims Act (31 U.S.C. §3729 et seq.), Sections 1320a-7a and 1320a-7b of Title 42 of the United States Code, (B) Medicare (Title XVIII of the Social Security Act), (C) Medicaid (Title XIX of the Social Security Act), (D) any applicable licensure Laws or regulations, or (E) any other applicable Health Care Law or Insurance Law.

(d) Where applicable, CareOregon and the CareOregon Companies (i) are in compliance in all material respects with the requirements for participation in the Medicare and Medicaid programs, including the Medicaid and Medicare Patient and Program Protection Act of 1987, and (ii) have current provider agreements under Title XVIII and XIX of the Social Security Act, which are in full force and effect. Such CareOregon Companies have not had any deficiencies on their most recent survey (standard or complaint) that could result in a termination from the Medicare or Medicaid programs.

(e) Except as set forth in Section 6.9(e) of the Disclosure Schedules, neither CareOregon nor any CareOregon Company is a target of, participant in or subject to any Action or sanction by any Regulatory Authority or any other administrative or investigative body or entity or any other third party or any patient, resident, enrollee or member (including whistleblower suits, or suits brought pursuant to federal or state false claims acts or Medicaid/Medicare/State fraud/abuse laws) which is reasonably likely to result, directly or indirectly or with the passage of time, in the imposition of a fine, penalty, alternative, interim or final sanction, a lower rate certification, recoupment, or recovery, or suspension or discontinuance of all or part of reimbursement or capitation payment from any Regulatory Authority or Third Party Payor Program, a lower reimbursement or capitation payment rate for services rendered to eligible patients, or any other civil or criminal remedy, or which is reasonably expected to have a Material Adverse Effect on the CareOregon Business or which is reasonably likely to result in the appointment of a receiver or manager, or in the modification, limitation, annulment, revocation, transfer, surrender, suspension, termination, non-renewal or other impairment of an CareOregon Health Care License or affect CareOregon's or any CareOregon Company's participation in any Third Party Payor Program, as applicable, or any successor program thereto, at current rate

certification, nor has any such action, proceeding, suit, investigation proceeding or audit been threatened.

(f) For the past six (6) years, CareOregon and each CareOregon Company has timely filed (taking into account permitted extensions timely obtained, if any) all material Regulatory Filings. All such Regulatory Filings are accurate and complete in all material respects. For the past six (6) years, CareOregon and each CareOregon Company has timely paid (taking into account permitted extensions timely obtained, if any) all fees and assessments due and payable in connection therewith.

(g) CareOregon and the CareOregon Companies have not, other than in the ordinary course of business, changed the terms of their normal billing payment or reimbursement policies and related procedures, including the amount and timing of finance charges, fees and write-offs.

(h) Except as set forth in Section 6.9(h) of the Disclosure Schedules, no employee of CareOregon or any CareOregon Company has been terminated at any time during the last six (6) years for cause based on a violation or alleged violation of Health Care Laws, or because such person committed a felony against any client or patient, and no employee of CareOregon or any CareOregon Company that has been terminated at any time during the last six (6) years has made any written allegation against any CareOregon or any CareOregon Company in relation to Health Care Laws.

(i) None of CareOregon, any CareOregon Company or any officer, director or current employee of CareOregon or any CareOregon Company has ever been debarred, suspended or otherwise excluded from participating in any state or federally funded health care program. Neither CareOregon or any CareOregon Company has, and, to the Knowledge of CareOregon, none of its employees has, engaged in any conduct which could result in debarment or disqualification by any Regulatory Authority, and there are no proceedings pending or, to the Knowledge of CareOregon, threatened that could reasonably be expected to result in criminal liability, debarment or disqualification by any Regulatory Authority. CareOregon and each CareOregon Company, as applicable, is in good standing with, and not excluded or suspended from participation in, or limited in its right to participate in any Third Party Payor Program.

(j) CareOregon and each CareOregon Company that submits bills, claims, claims reports or cost reports to any Third Party Payor Program maintains a corporate compliance program that accords in all material respects with reasonable industry standards, including a billing compliance program, training, evaluation, auditing and discipline for infractions.

(k) None of CareOregon or any of the CareOregon Companies has been required to pay any civil monetary penalty under applicable Law regarding false, fraudulent or impermissible claims or reports under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state health care program or Federal Health Care Program. To the Knowledge of CareOregon, none of CareOregon or any of the CareOregon Companies is currently the subject of any investigation, audit or proceeding that may result in such payment. Except as set forth in Section 6.9(k) of the Disclosure Schedules, neither CareOregon nor any CareOregon Company is a party to any corporate integrity agreements, monitoring agreements,

consent decrees, settlement orders or similar agreements with or imposed by any Governmental Entity under any Law.

(l) Except as set forth in Section 6.19(l) of the Disclosure Schedules, there are no material recoupments, adjustments or recovery proceedings being sought, requested, claimed or threatened under any Third Party Payor Program against CareOregon or any CareOregon Company. Other than set forth in Section 6.9(l) of the Disclosure Schedules, for the past six (6) years, none of CareOregon, any CareOregon Company or any officers or directors of CareOregon or any CareOregon Company has received, or has been the subject of, any audit, inquiry, or investigation that requires, or could reasonably be expected to require, the payment of money by CareOregon or any CareOregon Company to any Regulatory Authority, or requires or prohibits any activity by CareOregon or any CareOregon Company, other than Routine Reconciliations. Any and all Routine Reconciliations of which CareOregon Group has Knowledge and for which CareOregon or any CareOregon Company has not made repayment in full of the resulting Liability to the applicable Regulatory Authority are set forth in Section 6.9(l) of the Disclosure Schedules. There are no Actions, payment reviews, or other proceedings of which CareOregon or any CareOregon Company has received written notice, or, to the Knowledge of CareOregon, appeals pending or threatened, before any Regulatory Authority with respect to any payments received by CareOregon or any CareOregon Company, which could have a Material Adverse Effect, either individually or in the aggregate, on the CareOregon Business.

(m) To the Knowledge of CareOregon, CareOregon's and each CareOregon Company's marketing staff has not violated any Laws applicable to the marketing or enrollment of CareOregon's or any CareOregon Company's health plans in any material respect. The compensation payable by CareOregon or any CareOregon Company to its marketing staff complies in all material respects with applicable Laws.

(n) CareOregon and the CareOregon Companies have implemented a corporate compliance program which meets all applicable legal requirements in all material respects and maintain staff to oversee the functioning of the corporate compliance program. As part of its corporate compliance program, CareOregon and the CareOregon Companies have implemented administrative processes, policies and procedures that are reasonably designed to ensure that CareOregon and the CareOregon Companies remain in compliance with all applicable Laws in all material respects. CareOregon and the CareOregon Companies have in place a process to regularly check all applicable federal or state health care program exclusion and debarment lists to determine whether CareOregon, any CareOregon Company, any of their respective officers, directors, managers, employees, providers of services or any contracted vendor or agent that provides health care-related services to CareOregon or any CareOregon Company is excluded, debarred, suspended, or otherwise ineligible to participate in any Third Party Payor Program or in federal procurement or non-procurement programs.

(o) Neither CareOregon nor any CareOregon Company has been notified by any Regulatory Authority that CareOregon or any CareOregon Company will no longer be eligible for a CCO Contract, or that CareOregon's or the applicable CareOregon Company's CCO Contract has been or may be terminated, cancelled, suspended, revoked or otherwise lost or adversely modified either during the existing term of the CCO Contract or upon renewal thereof. The term "adversely modified" includes the acceptance of another coordinated care organization to operate

in a territory currently served by CareOregon or such CareOregon Company, if such coordinated care organization does not currently operate in such territory.

Section 6.10 Property and Assets. CareOregon and the CareOregon Companies have good and marketable title to, or a valid leasehold interest in or other valid right to use, all of their material properties and assets, including all properties and assets reflected on the CareOregon Financial Statements, except those disposed of since December 31, 2021 in the ordinary course of business, and, to the Knowledge of CareOregon, none of such properties or assets will, on the Closing Date, be subject to any lien or encumbrance, other than those described in the CareOregon Financial Statements, except for statutory liens for which payment is not yet delinquent or that CareOregon or the applicable CareOregon Company disputes in good faith which, in any event, do not exceed $1,000,000 in the aggregate.

Section 6.11 Real Property.

(a) Owned Real Property. Section 6.11(a) of the Disclosure Schedules sets forth a correct and complete list of all material real property owned by CareOregon and any CareOregon Company (together with all structures, facilities, improvements and fixtures thereon and all easements, licenses, rights and appurtenances relating thereto, the "CareOregon Owned Real Property"). CareOregon has provided true and correct copies of each deed or other instrument (as recorded) by which CareOregon or any CareOregon Company acquired the CareOregon Owned Real Property and true and correct copies of each title insurance policy and survey, all to the extent in the possession of CareOregon or any CareOregon Company with respect to the CareOregon Owned Real Property. CareOregon or the applicable CareOregon Company has good and marketable fee simple title to the CareOregon Owned Real Property. Except as disclosed in Section 6.11(a) of the Disclosure Schedules, there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase the CareOregon Owned Real Property or any portion thereof or interest therein. The CareOregon Owned Real Property is zoned to permit the uses for which it is presently used or has sufficient variances or conditional use permits to permit such use. Neither CareOregon nor any CareOregon Company has received a written notice of any action to alter the zoning or zoning classification.

(b) Leased Real Property. Section 6.11(b) of the Disclosure Schedules sets forth a list of all real property (i) currently leased or licensed to CareOregon or any of the CareOregon Companies pursuant to a lease, sublease, license, use and occupancy or other similar arrangement under which such company is a lessee, user or occupant, (ii) for which CareOregon or any CareOregon Company has agreed to make rental payments, and (iii) currently leased or subleased by CareOregon or any CareOregon Company to a tenant, subtenant or other occupant (collectively, the "CareOregon Leased Real Property"). CareOregon has valid title to the leasehold estate under each CareOregon Lease (as defined below), subject to and on the terms and conditions of the relevant CareOregon Lease. Subject to the terms and conditions of the CareOregon Leases and encumbrances and restrictions of record or otherwise applicable to the relevant CareOregon Leased Real Property, CareOregon or the applicable CareOregon Company enjoys peaceful and undisturbed possession of the CareOregon Leased Real Property. Neither CareOregon nor any CareOregon Company has received a written notice of any action to alter the zoning or zoning classification of any CareOregon Real Property.

(c) CareOregon has made available to SCAN Group copies of all ground leases, leases, subleases, licenses and any other occupancy agreements, together with all memoranda of agreement, assignments, memoranda of assignment, consents, subordination, recognition, non-disturbance, non-termination or attornment agreements, guaranties, surety agreements, letters of credit and other instruments and security agreements and all written amendments, modifications, memoranda, extensions, expansions, contractions, renewals or terminations relating to the CareOregon Leased Real Property (collectively, the "CareOregon Leases") or the CareOregon Owned Real Property (collectively, the "CareOregon Real Property"). Neither CareOregon nor any CareOregon Company is a party to any other oral or written agreement conveying any present interest in real property except for the CareOregon Leases. Except as set forth in Section 6.11(b) of the Disclosure Schedules, to the Knowledge of CareOregon, there are no matters affecting the CareOregon Leased Real Property or the CareOregon Leases that could reasonably be expected to materially curtail or materially interfere with CareOregon's or the CareOregon Companies' use or the relevant tenant's use of the CareOregon Leased Real Property as currently used.

(d) CareOregon or the applicable CareOregon Company has performed, in all material respects, all obligations required to be performed by it to date under the CareOregon Leases. No security deposit or portion thereof deposited with respect to any of the CareOregon Leases has been applied in respect of a breach or default under such CareOregon Lease which has not been redeposited in full. All landlord's or tenant's work required to be performed under such CareOregon Lease has been performed and paid for in all material respects. There is not under any such CareOregon Lease (i) any default in any material respect by CareOregon or the applicable CareOregon Company; and (ii) to the Knowledge of CareOregon, any default in any material respect by any other party thereto.

(e) Each CareOregon Leased Real Property and each CareOregon Owned Real Property is in working physical condition and repair, subject to ordinary wear and tear, and is usable in the ordinary course of business. To the Knowledge of CareOregon, without inquiry, (i) each CareOregon Leased Real Property complies in all material respects with all applicable Laws, and (ii) each CareOregon Owned Real Property complies in all material respects with all applicable Laws.

(f) Except as set forth in Section 6.11(f) of the Disclosure Schedules, there is no pending or, to the Knowledge of CareOregon, threatened (in writing): (i) condemnation or eminent domain proceeding against the CareOregon Real Property by any Governmental Entity; or (ii) action against the CareOregon Real Property or any CareOregon Company for breach of any restrictive covenant affecting the CareOregon Real Property or any CareOregon Leases.

(g) To the Knowledge of CareOregon, except as otherwise set forth on Section 6.11(g) of the Disclosure Schedules, there are no purchase contracts, leases, subleases, licenses, concessions, rights of first refusal, options or any other agreements of any kind, written or oral, recorded or unrecorded, whereby any Person other than CareOregon or a CareOregon Company has acquired or has any basis to assert any right to possession, use, occupancy, or enjoyment of all or any portion of the CareOregon Real Property or the CareOregon Leases. Neither CareOregon nor any CareOregon Company has any interest in, or any right or obligation to acquire any interest in, any real property other than the CareOregon Real Property and as set forth in the CareOregon Leases.

Section 6.12 Environmental Matters. Except as set forth in Section 6.12 of the Disclosure Schedules, to the Knowledge of CareOregon, (a) neither CareOregon nor any CareOregon Company has used, handled, manufactured, treated, processed, generated, transported, stored, released, disposed or discharged any Hazardous Materials at, on or under any CareOregon Real Property, or, in connection with the CareOregon Business, in a manner that is not in compliance with Environmental Laws in all material respects or that could reasonably be expected to result in a material liability to CareOregon or any of the CareOregon Companies, (b) no Hazardous Materials are present at, on or under or are migrating from any CareOregon Real Property in a manner that is not in compliance with Environmental Laws in all material respects or under conditions or in circumstances that could reasonably be expected to result in a material liability to the CareOregon Companies, (c) neither CareOregon nor any CareOregon Company has received any written notice from any Governmental Entity or third party of any actual or threatened environmental Liabilities with respect to CareOregon or any CareOregon Company, the CareOregon Business or any CareOregon Real Property that remains outstanding or unresolved, (d) neither CareOregon nor any CareOregon Company has violated any Environmental Law that remains outstanding or unresolved, and (e) neither CareOregon nor any CareOregon Company has contractually, by operation of Law, by Environmental Law, or otherwise assumed or succeeded to any environmental Liabilities of any predecessors or any other Person.

Section 6.13 Intellectual Property and Data Security.

(a) Section 6.13(a) of the Disclosure Schedules contains a complete and correct list of: (i) all trademarks (whether or not registered) and all domain names owned by CareOregon and the CareOregon Companies; and (ii) all other registered Intellectual Property owned by CareOregon and the CareOregon Companies. CareOregon and the CareOregon Companies own, free and clear of all liens or encumbrances, or have a valid right to use all Intellectual Property used in the CareOregon Business as currently conducted or as currently proposed to be conducted. Each item of Intellectual Property owned or used by CareOregon and the CareOregon Companies immediately prior to the Closing Date will be available for use by CareOregon and the CareOregon Companies on identical terms and conditions immediately subsequent to the Closing Date. Except as set forth on Section 6.13(a) of the Disclosure Schedules, to the Knowledge of CareOregon (i) no other Person (other than licensors, where applicable) has any rights to any of the Intellectual Property owned or used by CareOregon or the CareOregon Companies in the CareOregon Business, and (ii) no other Person is infringing, violating or misappropriating any of the Intellectual Property that CareOregon or the CareOregon Companies own or have a valid right to use.

(b) To the Knowledge of CareOregon, none of the activities conducted by CareOregon, the CareOregon Companies or the CareOregon Business, or proposed to be conducted by CareOregon, the CareOregon Companies or the CareOregon Business, infringes, violates or constitutes a misappropriation of (or in the past infringed, violated or constituted a misappropriation of), any Intellectual Property of any other Person. To the Knowledge of CareOregon, neither CareOregon nor any CareOregon Company has received any Claim alleging any such infringement, violation or misappropriation, and to the Knowledge of CareOregon, there is no basis for any such Claim

(c) All IT Systems are in good working condition and are sufficient for the operation of the CareOregon Business as currently conducted and are consistent with the standards prevalent in SCAN Group's industry. In the past six (6) years, there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of the IT Systems that has resulted or is reasonably likely to result in disruption or damage to the CareOregon Business and that has not been remedied. CareOregon has taken all commercially reasonable steps to safeguard the confidentiality, availability, security, and integrity of the IT Systems, including implementing and maintaining appropriate backup, disaster recovery, and software and hardware support arrangements.

(d) Except as set forth in Section 6.13(d) of the Disclosure Schedules, in the past six (6) years, CareOregon and each CareOregon Company has complied in all material respects with all applicable Laws and all publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the CareOregon Business. In the past six (6) years, CareOregon and each CareOregon Company has not (i) experienced any actual, alleged, or suspected data breach or other security incident involving personal information in its possession or control or (ii) been subject to or received any written notice of any audit, investigation, complaint, or other Action by any Governmental Entity or other Person concerning CareOregon's or any CareOregon Company's collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any applicable Law concerning privacy, data security, or data breach notification, and to the Knowledge of CareOregon, there are no facts or circumstances that could reasonably be expected to give rise to any such Action.

(e) Except as set forth in Section 6.13(e) of the Disclosure Schedules, in the past six (6) years, CareOregon and each CareOregon Company have not experienced a reportable breach of protected health information (as such term is defined by HIPAA). None of CareOregon nor any CareOregon Company has materially failed to comply with the privacy, security, and breach notification requirements under HIPAA or any similar applicable Law protecting patient information. Except as set forth in Section 6.13(e) of the Disclosure Schedules, none of CareOregon nor any CareOregon Company is subject to or has received any written notice of audit, investigation, complaint or any other Action by any Governmental Entity with respect to any violation or alleged violation of HIPAA or similar applicable Law protecting patient information, and to the Knowledge of CareOregon, there are no facts or circumstances that could reasonably be expected to give rise to such Action.

Section 6.14 Material Contracts and Obligations.

(a) Section 6.14(a) of the Disclosure Schedules contains a true and complete list of each of the following Contracts to which CareOregon or any CareOregon Company is a party or bound (such Contracts, together with the CareOregon Key Provider Contracts listed in Section 6.14(c) of the Disclosure Schedules, each a "CareOregon Material Contract" and, collectively, the "CareOregon Material Contracts"):

(i) any agreement which required annual expenditures by CareOregon or a CareOregon Company in excess of $1,000,000 for calendar year 2021, other than as otherwise disclosed pursuant to clauses (ii)-(x) below;

(ii) any material employment, consulting or collective bargaining agreements, including any agreements providing for an ongoing severance obligation or any obligation upon a change of control or similar provisions;

(iii) CareOregon Benefit Plans;

(iv) any agreement relating to indebtedness for borrowed money;

(v) any guarantee or other agreement by which CareOregon or any CareOrgon Company is or may become liable for indebtedness or any other obligations of another Person;

(vi) any agreement relating to the disposition, directly or indirectly, of CareOregon's or any of the CareOregon Companies' assets other than in the ordinary course of business;

(vii) any agreement relating to the acquisition, directly or indirectly, of assets, capital stock, membership interests or other equity interests of any Person with a fair market value in excess of $1,000,000;

(viii) CareOregon Leases;

(ix) any agreement which contains any exclusivity right in favor of a third party and that involved expenditures by CareOregon or a CareOregon Company in excess of $1,000,000 for calendar year 2021;

(x) any agreement under which CareOregon or any CareOregon Company has materially limited or restricted its right to (A) compete or contract with any Person in any respect, (B) engage in any line of business, (C) operate in any geographic location, or (D) use or disclose any information in its possession (other than confidentiality agreements entered into in the ordinary course of business or included in agreements that do not otherwise constitute CareOregon Material Contracts).

For clarity, agreements disclosed pursuant to Section 6.14(c) need not be separately disclosed for purposes of this Section 6.14(a).

(b) All CareOregon Material Contracts are valid, binding and in full force and effect. Neither CareOregon nor any of the CareOregon Companies is, and, to the Knowledge of CareOregon, no other Party to any CareOregon Material Contract is, in default of any of its respective obligations under any such CareOregon Material Contract.

(c) Section 6.14(c) of the Disclosure Schedules contains a true and complete list of all providers (including pharmacies) for the CareOregon Companies to which CareOregon or the CareOregon Companies made payments in excess of $5,000,000, based on aggregate payments made by such entities to such providers for the period January 1, 2021 to December 31, 2021 (the "CareOregon Key Providers"). Each applicable CareOregon Company has in place a written Contract with each such CareOregon Key Provider that is currently in effect (the "CareOregon Key Provider Contracts"). Except as set forth on Section 6.14(c) of the

Disclosure Schedules, CareOregon has delivered or made available to SCAN Group complete copies of all CareOregon Key Provider Contracts, including all amendments, waivers or changes thereto. Except as set forth on Section 6.14(c) of the Disclosure Schedules, since December 31, 2021, no CareOregon Key Provider has given written notice of a termination of its relationship with any of the CareOregon Companies, no CareOregon Key Provider Contract has changed in its essential commercial terms, no CareOregon Key Provider has materially altered the aggregate amount of provider claims it submits to the CareOregon Companies except in the ordinary course of business, and no CareOregon Key Provider has otherwise notified any CareOregon Company that it intends to terminate its business relationship with any such entity. During the current term of each applicable CareOregon Key Provider Contract, the applicable CareOregon Company has compensated and currently compensates each CareOregon Key Provider for services to enrollees in accordance with the rates and fees set forth in the applicable CareOregon Key Provider Contract. Except as set forth on Section 6.14(c) of the Disclosure Schedules, each applicable CareOregon Company has in place a written contract with each provider other than the CareOregon Key Providers that is currently in effect. Except as set forth on Section 6.14(c) of the Disclosure Schedules, there are no renegotiations, attempts to renegotiate or outstanding rights to negotiate any material amount to be paid or payable to or by any CareOregon Company under any contract with any provider other than in the ordinary course of business consistent with the past practices.

Section 6.15 Taxes. CareOregon and the CareOregon Companies have timely filed or caused to be filed all federal, state and local Tax Returns required to be filed by CareOregon and the CareOregon Companies, and all such Tax Returns are true, correct, and complete in all material respects. All Taxes shown to be due and payable on such returns, any assessments proposed, and all other Taxes due and payable by or with respect to CareOregon and the CareOregon Companies on or before the Closing have been paid or will be paid prior to the time they become delinquent. Neither CareOregon nor any CareOregon Company has been advised (a) that any of CareOregon's or any of the CareOregon Companies' Tax Returns have been or are being audited as of the date hereof, or (b) of any deficiency in assessment or proposed judgment with respect to CareOregon's or any of the CareOregon Companies' Tax Returns. Neither CareOregon nor any CareOregon Company has any Knowledge of any Liability for Taxes of CareOregon or the CareOregon Companies as of the date of this Agreement that is not adequately reserved for.

Section 6.16 Tax-Exemption. CareOregon has provided SCAN Group with complete and correct copies of all of the letters and/or rulings from the IRS which recognize that CareOregon and each of the applicable CareOregon Companies are exempt from United States federal income taxes under Section 501(a) of the Code as an organization described under Section 501(c)(3) of the Code and not a "private foundation" as such term is defined in Section 509 of the Code (the "CareOregon Company Determination Letters"). None of the CareOregon Company Determination Letters have been modified, limited or revoked, in whole or in part, and neither CareOregon nor any CareOregon Company has been notified that the IRS is proposing to revoke, modify or limit the CareOregon Company Determination Letters. There is no pending request by CareOregon or any of the CareOregon Companies for a redetermination or modification of tax-exempt status as an organization described in Section 501(c)(3) of the Code. CareOregon and each of the CareOregon Companies is in compliance in all material respects with all of the terms, conditions and limitations contained in the CareOregon Company Determination Letters, if any, and none of such entities has engaged in any activity or conduct of such nature that would warrant

modification, limitation or revocation of the CareOregon Company Determination Letters. Neither CareOregon nor any of the CareOregon Companies has any "unrelated business income" as defined in Sections 511 through 514 of the Code that would adversely affect their respective status as an organization described in Section 501(c)(3) of the Code. Neither CareOregon nor any of the CareOregon Companies has been notified that the IRS is proposing to investigate CareOregon's or any of the CareOregon Companies' continued qualification as an organization described in Section 501(c)(3) of the Code or that there are any administrative or judicial proceedings pending or threatened which may adversely affect the classification of such company as an organization described in Section 501(c)(3) of the Code and not a private foundation under Section 509 of the Code. CareOregon and the applicable CareOregon Companies have made all filings necessary to maintain their respective status as an organization described in Section 501(c)(3) of the Code.

Section 6.17 Insurance. Section 6.17 of the Disclosure Schedules sets forth a complete and correct list of all policies of property, liability, workers' compensation and other forms of insurance maintained by or for the benefit of CareOregon and the CareOregon Companies, and all pending outstanding claims against such insurance policies. CareOregon has made available to SCAN Group complete and correct copies of all such policies, together with all riders amendments, supplements and other modifications thereto or waivers of rights thereunder. To the Knowledge of CareOregon, there are no disputes with the underwriters of any such policies or any claims pending under such policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies. To the Knowledge of CareOregon, there are no outstanding resolved claims under any such policy that have not been paid. To the Knowledge of CareOregon, all such policies are, and for the last three (3) years have been, in full force and effect and enforceable in accordance with their terms, and no such policies have been cancelled, terminated or lapsed unless simultaneously with such cancellation, termination or lapse, replacement policies providing coverage equal to or greater than such policies had been obtained. All premiums that are due and payable under all such policies have been paid and CareOregon and, to the Knowledge of CareOregon, the CareOregon Companies are otherwise in compliance in all material respects with the terms of such policies. None of the policy limits of such insurance policies have been exhausted, and neither CareOregon nor, to the Knowledge of CareOregon, any CareOregon Company has failed to give proper notice of any claim under any such policy in a due and timely fashion. During the last three (3) years, neither CareOregon nor, to the Knowledge of CareOregon, any CareOregon Company has received any written notice of default under any such policy or notice of any pending or threatened cancellation or termination, coverage limitation or reduction, or material premium or deductible increase with respect to any such policy. All of such policies are, and all similar insurance policies maintained by CareOregon and the CareOregon Companies in the past were, placed with financially sound and reputable insurers at the time such policies were in effect, and are and were in amounts and had coverages that are and were reasonable and customary for Persons engaged in businesses similar to that engaged in by CareOregon and the CareOregon Companies.

Section 6.18 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firms engaged by or acting on behalf of CareOregon in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, is or will be entitled to any broker's or finder's or similar fees or other commissions arising in connection with this Agreement or the transactions contemplated by this Agreement.

Section 6.19 Acknowledgment Regarding the SCAN Companies. Notwithstanding anything contained in this Agreement to the contrary, CareOregon acknowledges and agrees that SCAN Group is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by SCAN Group in ARTICLE V. CareOregon further represents that none of SCAN Group, any of the SCAN Companies or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding SCAN Group and the SCAN Companies or the transactions contemplated by this Agreement that are not expressly set forth in this Agreement, and none of SCAN Group, any of the SCAN Companies or any other Person will have or be subject to any liability to CareOregon or any other Person resulting from the distribution to CareOregon or its representatives or CareOregon's or any of its Affiliate's use of, any such information, including any document or information in any form provided to CareOregon or its representatives in connection with the transactions contemplated hereby. CareOregon acknowledges that it has conducted to its satisfaction, its own independent investigation of SCAN Group and each of the SCAN Companies, and, in making the determination to proceed with the transactions contemplated by this Agreement, CareOregon has relied on the results of its own independent investigation.

Section 6.20 No Other Representations or Warranties; Disclosure Schedules. Except for the representations and warranties contained in this ARTICLE VI, CareOregon is not making any other express or implied representation or warranty with respect to CareOregon or the CareOregon Companies or the transactions contemplated by this Agreement, and CareOregon disclaims any other representations or warranties, whether made by CareOregon, any of the CareOregon Companies or any of their respective officers, directors, employees, agents or other representatives. Except for the representations and warranties contained in this ARTICLE VI, CareOregon (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to CareOregon or the CareOregon Companies and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to SCAN Group or its representatives. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect with respect to the CareOregon Business.

## ARTICLE VII
## COVENANTS AND AGREEMENTS

Section 7.1 Access.

(a) Subject to applicable Laws, during the period from the date of this Agreement to the Closing, CareOregon shall, and shall cause the CareOregon Companies to, and the CareOregon Companies shall, authorize and permit SCAN Group and its representatives (which term shall be deemed to include its independent accountants and counsel) to have reasonable access, during normal business hours, upon reasonable advance notice and in such manner as will not unreasonably interfere with the conduct of the CareOregon Business, to (i) the facilities and assets of CareOregon and the CareOregon Companies, (b) the properties, books and records relating to the CareOregon Business, and (c) the officers of CareOregon and the

CareOregon Companies, in each case to the extent necessary or appropriate for the purposes of obtaining any necessary Approvals of or Permits for the transactions contemplated by this Agreement and familiarizing SCAN Group with developments relating to the CareOregon Business arising after the date hereof. All requests for access to such facilities, assets, properties, books, records, officers and other information shall be made to the representatives who CareOregon shall designate, who shall be solely responsible for coordinating and shall coordinate all such requests and all access permitted hereunder. Any information provided to SCAN Group or its representatives in accordance with this Section 7.1(a) shall be subject to the terms of the Confidentiality Agreement.

(b) From and after the date of this Agreement, CareOregon shall continue to keep and preserve, and shall cause the CareOregon Companies to keep and preserve, any books and records relating to the CareOregon Business which it or the applicable CareOregon Company maintained prior to the date hereof, including payroll and accounts payable records, whether electronic or in any other form, in accordance with applicable Law and the record retention policy of CareOregon and the CareOregon Companies, a copy of which has been provided to SCAN Group.

(c) Subject to applicable Laws, during the period from the date of this Agreement to the Closing, SCAN Group shall, and shall cause the SCAN Companies to, and the SCAN Companies shall, authorize and permit CareOregon and its representatives (which term shall be deemed to include its independent accountants and counsel) to have reasonable access, during normal business hours, upon reasonable advance notice and in such manner as will not unreasonably interfere with the conduct of the SCAN Business, to (i) the facilities and assets of SCAN Group and the SCAN Companies, (b) the properties, books and records relating to the SCAN Business, and (c) the officers of SCAN Group and the SCAN Companies, in each case to the extent necessary or appropriate for the purposes of obtaining any necessary Approvals of or Permits for the transactions contemplated by this Agreement and familiarizing CareOregon with developments relating to the SCAN Business arising after the date hereof. All requests for access to such facilities, assets, properties, books, records, officers and other information shall be made to the representatives who SCAN Group shall designate, who shall be solely responsible for coordinating and shall coordinate all such requests and all access permitted hereunder. Any information provided to CareOregon or its representatives in accordance with this Section 7.1(c) shall be subject to the terms of the Confidentiality Agreement.

(d) From and after the date of this Agreement, SCAN Group shall continue to keep and preserve, and shall cause the SCAN Companies to keep and preserve, any books and records relating to the SCAN Business which it or the applicable SCAN Company maintained prior to the date hereof, including payroll and accounts payable records, whether electronic or in any other form, in accordance with applicable Law and the record retention policy of SCAN Group and the SCAN Companies, a copy of which has been provided to CareOregon.

Section 7.2 Conduct of the Business.

(a) During the period from the date of this Agreement to the Closing, except as otherwise expressly contemplated by this Agreement, as set forth in the applicable subsection of Section 7.2(a) of the Disclosure Schedules or as required by applicable Law, (x) CareOregon shall

not, and shall cause the other CareOregon Companies not to, and the other CareOregon Companies shall not, without the prior written consent of SCAN Group, which consent shall not be unreasonably withheld, conditioned or delayed, and (y) SCAN Group shall not, and shall cause the other SCAN Companies not to, and the other SCAN Companies shall not, without the prior written consent of CareOregon, which consent shall not be unreasonably withheld, conditioned or delayed:

(i) enter into any new line of business or exit any line of business;

(ii) enter into any joint venture or partnership arrangement;

(iii) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization, except for the transactions expressly contemplated by this Agreement;

(iv) cancel or terminate any material insurance policies or cause any of the coverage thereby to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies providing, to the extent reasonably available, coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(v) sell, transfer, lease, license, mortgage, encumber or otherwise dispose of any material assets, properties, rights or liabilities with a value greater than $10,000,000 in the aggregate, except (A) for sales of inventory or obsolete equipment in the ordinary course of business or (B) as contemplated by this Agreement;

(vi) (A) make, commit to make, accelerate or defer any capital expenditures or (B) pay or commit to pay any purchase price for equity securities (or any capital contribution with respect to any equity securities) of any Person or for all or substantially all of the assets of any Person (other than assets of any of the SCAN Companies or CareOregon Companies), that (for clauses (A) and (B) combined), (1) with respect to SCAN Group and the SCAN Companies (other than Prevent Solutions LLC and its subsidiaries) and CareOregon and the CareOregon Companies (other than as disclosed in Section 7.2(a)(vi) of the Disclosure Schedules), respectively, exceed $10,000,000 in the aggregate, (2) with respect to Prevent Solutions, LLC, and/or any of its subsidiaries, exceed $5,000,000 in the aggregate, and (3) as disclosed in Section 7.2(a)(vi) of the Disclosure Schedules;

(vii) incur any indebtedness for borrowed money in excess of $10,000,000 in the aggregate, other than indebtedness incurred in the ordinary course to be repaid at or prior to the Closing (for clarity, SCAN Group and the SCAN Group Companies shall be permitted to guarantee leases of SCAN Group Companies entered into in the ordinary course of business and/or to guarantee leases or indebtedness for borrowed money of Prosper Services, LLC and/or its subsidiaries, in each case, without CareOregon's consent);

(viii) (A) waive or release any claims or rights of material value of CareOregon or any CareOregon Company or SCAN Group or any SCAN Company, as

applicable, or take any actions with respect to collection practices that would result in any material losses or material adverse changes in collections, whether or not in the ordinary course, or (B) commence, waive, release, assign or settle any Action or CareOregon Material Contract dispute or SCAN Group Material Contract dispute, as applicable, other than settlements solely involving payments of cash in an amount not to exceed $10,000,000 and which do not place any restrictions on the operations of CareOregon or any CareOregon Company or SCAN Group or any SCAN Company;

(ix) make charitable contributions or pledges (other than contributions or pledges by SCAN Foundation or any contribution or pledge by any SCAN Company to any other SCAN Company or by any CO Company to any other CO Company) that exceed $7,500,000 in the aggregate;

(x) make or change any election in respect of Taxes; adopt or request permission of any Taxing Authority to change any accounting method in respect of Taxes; enter into any closing agreement in respect of Taxes; settle any claim or assessment in respect of Taxes;

(xi) change any of its accounting, Tax, working capital or inventory valuation methods, policies, practices or principles or change any of its reserve policies or depreciation or amortization policies, other than as required by GAAP or applicable Law; or

(xii) agree to or make any commitment to take any actions prohibited by this Section 7.2(a).

(b) During the period from the date of this Agreement to the Closing, except as otherwise expressly contemplated by this Agreement or as required by applicable Law, and except where the giving of notice would violate applicable Law, (x) CareOregon shall not, and shall cause the other CareOregon Companies not to, and the other CareOregon Companies shall not, without five (5) Business Days' prior written notice to SCAN Group, and (y) SCAN Group shall not, and shall cause the other SCAN Companies not to, and the other SCAN Companies shall not, without five (5) Business Days' prior written notice to CareOregon:

(i) conduct the CareOregon Business or the SCAN Business, as applicable, in any manner other than in the ordinary course in substantially the same manner as it has heretofore been conducted;

(ii) authorize or effect any change (which, for the avoidance of doubt, shall include any change that minimizes or modifies reserve powers) in the Governing Documents of CareOregon or any CareOregon Company or SCAN Group or any SCAN Company, as applicable, except as required to comply with applicable Law;

(iii) except to the extent required by Law, with respect to any CareOregon Benefit Plans or SCAN Benefit Plans, as applicable, or the terms of employment or consulting agreements as in effect on the date of this Agreement, (A) increase in any material respect the compensation or benefits of any of its employees, except for merit, incentive or promotional increases in the ordinary course of business

consistent with past practice, (B) enter into any material new, or amend in any material respect any existing, severance or change in control plan, or (C) enter into any agreement of employment involving annual base compensation in excess of $750,000;

(iv) sell, transfer, lease, license, mortgage, encumber or otherwise dispose of any material assets, properties, rights or liabilities with a value of greater than $1,000,000 in the aggregate but less than $10,000,000 in the aggregate, except (A) for sales of inventory or obsolete equipment in the ordinary course of business, (B) as contemplated by this Agreement, or (C) as disclosed in Section 7.2(b)(iv) of the Disclosure Schedules;

(v) (A) make, commit to make, accelerate or defer any capital expenditures or (B) pay or commit to pay any purchase price for equity securities (or any capital contribution with respect to any equity securities) of any Person or for all or substantially all of the assets of any Person (other than assets of any of the SCAN Companies or CareOregon Companies), that (for clauses (A) and (B) combined), with respect to SCAN Group and the SCAN Companies (other than Prevent Solutions, LLC and its subsidiaries) or CareOregon and the CareOregon Companies (other than as disclosed in Section 7.2(b)(v) of the Disclosure Schedules), respectively, exceed $2,500,000 in the aggregate, but are less than $10,000,000 in the aggregate;

(vi) make charitable contributions or pledges (other than contributions or pledges by SCAN Foundation or any contribution or pledge by any SCAN Company to any other SCAN Company or by any CO Company to any other CO Company) that exceed $5,000,000, but are less than $10,000,000, in the aggregate;

(vii) incur any indebtedness for borrowed money in excess of $1,000,000 individually or $5,000,000 in the aggregate, but less than $10,000,000 in the aggregate, other than indebtedness incurred in the ordinary course to be repaid at or prior to the Closing, guarantees of leases of SCAN Group Companies entered into in the ordinary course of business, and/or guarantees of leases or indebtedness for borrowed money of Prosper Services, LLC and/or its subsidiaries that exceed $5,000,000 in the aggregate;

(viii) amend or modify (in a manner adverse to CareOregon or any CareOregon Company or Scan Group or any SCAN Company, as applicable) or terminate any CareOregon Material Contract or any SCAN Material Contract, as applicable, or enter into any other Contract that, if existing on the date of this Agreement, would be a CareOregon Material Contract or a SCAN Material Contract, as applicable, to the extent (A) such Contract contains any exclusivity right in favor of a third party, (B) such Contract limits or restricts a CareOregon Company's or a SCAN Group Company's right to (1) compete or contract with any Person in any respect, (2) engage in any line of business, (3) operate in any geographic location, or (4) use or disclose any information in its possession (other than confidentiality agreements entered into in the ordinary course of business) or (C) such Contract has an annual contract value of greater than $10,000,000;

(ix) conclude or agree to any non-ordinary course corrective action plans, Actions, or Orders;

(x) surrender or allow to expire any right to claim a refund of Taxes; or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes or in respect of any Tax attribute that would give rise to any claim or assessment of Taxes; or

(xi) amend, modify or otherwise change any filed Tax Return; make or claim any refund or credit of Tax in connection with any relief provisions related to COVID-19 for Tax purposes whether state, local, or federal, including the CARES Act.

(c) During the period from the date of this Agreement to the Closing Date, except as otherwise expressly contemplated by this Agreement, (x) CareOregon shall, and shall cause the other CareOregon Companies to, and the CareOregon Companies shall (except as otherwise consented to in writing by SCAN Group, which consent shall not be unreasonably withheld, conditioned or delayed) and (y) SCAN Group shall, and shall cause the other SCAN Companies to, and the SCAN Companies shall (except as otherwise consented to in writing by CareOregon, which consent shall not be unreasonably withheld, conditioned or delayed):

(i) conduct the CareOregon Business or the SCAN Business, as applicable, in compliance with Law in all material respects;

(ii) provide SCAN Group or CareOregon, as applicable, within five (5) Business Days of receipt, with copies of all material government notices that are received by any CareOregon or any CareOregon Company or SCAN Group or any SCAN Company, as applicable, along with copies of any responsive correspondence with respect thereto;

(iii) use commercially reasonable efforts to maintain, preserve and retain its relationships with its customers, suppliers, officers, employees and others that have significant business dealings with CareOregon and the CareOregon Companies or SCAN Group and the SCAN Companies, as applicable;

(iv) within five (5) Business Days of preparation, provide SCAN Group or CareOregon, as applicable, with quarterly unaudited financial statements, annual audited financial statements, if there are any annual reporting periods prior to the Closing, and such financial statements shall be prepared in accordance with GAAP applied on a consistent basis (other than the absence of notes and subject to normal year-end adjustments which would not be material) and present fairly, in all material respects, the information set forth therein;

(v) within five (5) Business Days of filing, provide SCAN Group or CareOregon, as applicable, with all material filings with a Governmental Entity required under the Insurance Laws, including the CCO Contract, as applicable.

(vi) keep in full force and effect all material Permits currently in effect unless such licenses are no longer necessary for the operation of the CareOregon Business or the SCAN Business, as applicable; and

(vii) promptly notify SCAN Group or CareOregon, as applicable, in writing if CareOregon or the CareOregon Companies or SCAN Group or the SCAN

Companies, respectively, become aware of any material threatened or actual Action against CareOregon, a CareOregon Company or the CareOregon Business or against SCAN Group, a SCAN Company or the SCAN Business, as applicable.

(d) Notwithstanding the foregoing provisions of this Section 7.2, nothing contained in this Agreement shall give SCAN Group, directly or indirectly, the right to control or direct the operations of the CareOregon Companies prior to the Closing Date, and nothing contained in this Agreement shall give CareOregon, directly or indirectly, the right to control or direct the operations of the SCAN Companies prior to the Closing Date.

Section 7.3 Approvals and Consents.

(a) SCAN Group and CareOregon shall cooperate and use their respective commercially reasonable, good faith efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and to cause the conditions to each other's obligation to close the transactions contemplated hereby as set forth in ARTICLE IV to be satisfied, including CareOregon obtaining the approvals set forth on Section 4.1(d) of the Disclosure Schedules.

(b) As promptly as possible, SCAN Group and CareOregon shall coordinate with each other in the preparation of, shall give each other the opportunity to review and comment on, shall consider in good faith the reasonable views of the other Party in connection with, and shall file with or submit to, or cause to be filed with or submitted to, Governmental Entities all notices, applications, documents and other materials necessary in connection with the consummation of such transactions, including, but not limited to, those set forth on Section 4.1(d) of the Disclosure Schedules. Each Party shall promptly provide the other Party with copies of all notices, applications, documents and other materials filed with or submitted to Governmental Entities pursuant to this Agreement, including those set forth on Section 4.1(d) of the Disclosure Schedules.

(c) SCAN Group, on the one hand, and CareOregon, on the other hand, shall file (or shall cause to be filed), in cooperation with each other, with the Federal Trade Commission (the "FTC") and the Antitrust Division of the United States Department of Justice (the "DOJ") any required notification and report forms in accordance with the HSR Act in connection with the transactions contemplated by this Agreement (the "HSR Filing"). In connection with the HSR Filing, the Parties shall (i) furnish promptly to the FTC and the DOJ any additional information requested and required pursuant to the HSR Act, and (ii) to the extent permitted by applicable Law, provide each other Party or its outside counsel with the opportunity to review in advance all material correspondence, filings, submissions or communications (or memoranda setting forth the substance thereof) between such Party or its representatives, on the one hand, and any Governmental Entity, on the other hand, with respect to this Agreement or the transactions contemplated by this Agreement. SCAN Group and CareOregon acknowledge that all such information provided pursuant to the foregoing sentence shall be subject to the terms of the Confidentiality Agreement.

(d) Without limiting the provisions of Section 7.3(a), Section 7.3(b) and Section 7.3(c), SCAN Group and CareOregon shall: (i) use their respective commercially

reasonable, good faith efforts to file their respective applications or filings, at their own respective cost and expense, with any applicable Governmental Entity whose Approval is required in connection with the consummation of the transactions contemplated by this Agreement as promptly as practicable after the date hereof; and (ii) cooperate and use their respective commercially reasonable, good faith efforts to obtain any Approvals required for the Closing on terms that will not have a Material Adverse Regulatory Effect, to respond to any requests for information from a Governmental Entity, and to contest and resist any Action and to have vacated, lifted, reversed or overturned any Order (whether temporary, preliminary or permanent) that restricts, prevents or prohibits the consummation of the transactions contemplated by this Agreement.

(e) SCAN Group and CareOregon shall notify and keep the other advised, as promptly as practicable, as to (i) any material communication from any Governmental Entity regarding any of the transactions contemplated by this Agreement, and (ii) any Action pending and known to such Party or, to its Knowledge, threatened, which challenges or seeks to challenge the transactions contemplated by this Agreement. SCAN Group and CareOregon shall not intentionally take any action inconsistent with their respective obligations under this Agreement that would materially hinder or delay the consummation of the transactions contemplated by this Agreement. Except as may be prohibited by any Governmental Entity or by applicable Law, each Party shall permit authorized representatives of the other Party to (A) participate at or in each substantive meeting, conference or telephone call with a representative of a Governmental Entity relating to any such filing or action related to this Agreement, (B) have reasonable access to and be consulted in connection with any material document, opinion or proposal made or submitted to any Governmental Entity in connection with any such filing or action related to this Agreement and (C) review prior to filing or submission any filing with or submission to (including any response to questions from) any Governmental Entity related to this Agreement.

(f) All documents required to be filed by any of the Parties with any Governmental Entity in connection with this Agreement or the transactions contemplated by this Agreement will comply in all material respects with the provisions of applicable Law.

Section 7.4 Confidentiality. The Parties shall not, without the prior written consent of each other Party hereto, issue, give or make any notification, press release, announcement or disclosure to any Person, with respect to this Agreement or any of the terms or conditions hereof or any of the transactions contemplated hereby, except (a) to the extent required by Law; (b) to their respective accountants, attorneys and other representatives as necessary in connection with the ordinary conduct of their respective businesses (so long as such individuals agree to keep the terms of this Agreement confidential); or (c) to the extent such notification or disclosure was made to obtain any Approval required in connection with the transactions contemplated in this Agreement; provided, in each such case, that the Party making the release, statement, announcement, or other disclosure shall use its commercially reasonable efforts to allow the other Party reasonable time to comment on such notification, press release, announcement or disclosure in advance of such issuance. The terms of the Confidentiality Agreement shall continue to apply to any information provided by any Party to another Party prior to the Closing. CareOregon agrees that this Section 7.4 does not limit MTS Health Partners, L.P. from identifying itself as having served as SCAN Group's exclusive financial advisor for the transactions

contemplated by this Agreement, following public announcement of the transactions by the Parties.

Section 7.5 Cooperation. Each of the Parties will use its commercially reasonable efforts to take all actions and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the Closing conditions set forth in ARTICLE IV). In case at any time after the Closing any further actions are necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request, all at the sole cost and expense of the requesting Party.

Section 7.6 Change of Control Transaction. Prior to the Closing, no Party (including any of the CareOregon Companies or any of the SCAN Companies) shall, without the written approval of the other Party, (i) enter into a Change of Control Transaction; (ii) solicit offers to enter into a Change of Control Transaction; (iii) hold discussions or communication with any Person inquiring with respect to a Change of Control Transaction; or (iv) enter into any agreement with any Person with respect to a Change of Control Transaction; provided, however, that either Party may hold discussions or have communications with any Person inquiring with respect to a Change of Control Transaction solely with respect to ancillary, non-managed care plan businesses or activities of any of the CareOregon Companies or SCAN Companies, excluding, for the avoidance of doubt, CareOregon, Health Plan of CareOregon, Columbia Pacific CCO, LLC, Jackson Care Connect CCO, LLC, SCAN Group, SCAN Health Plan and any other managed care plans owned or operated by SCAN Group, provided further that any Party engaging in such discussions shall promptly notify the other Party and any potential Change of Control Transaction arising out of such discussions or communications shall be subject to the restrictions of this Section 7.6. A "Change of Control Transaction" shall mean: (i) a transaction with a third party resulting in a change of more than fifty percent (50%) of the Persons that possess the power to elect or approve the governing board of the Party (or any of the CareOregon Companies or any of the SCAN Companies, as applicable); (ii) a merger, consolidation or reorganization with or into a third party, as a result of which the Party (or any of the CareOregon Companies or any of the SCAN Companies, as applicable) is not the surviving entity; (iii) a management agreement or other contractual relationship which gives a third party that is not an Affiliate of a Party the power to exert substantial influence to exercise and/or initiate key decisions regarding the operations and/or strategic direction of the Party (or any of the CareOregon Companies or any of the SCAN Companies, as applicable); or (iv) a transfer of all or substantially all of the assets of the Party (or any of the CareOregon Companies or any of the SCAN Companies, as applicable).

Section 7.7 CareOregon Contribution to Foundation. At or prior to the Closing (or such other date mutually agreed to by the Parties), CareOregon shall make the Foundation Contribution.

Section 7.8 Supplements to the Disclosure Schedules. From time to time prior to the Closing, SCAN Group and CareOregon shall have the right (but not the obligation) to supplement or amend the Disclosure Schedules with respect to any matter hereafter arising or of which it first becomes aware after the date hereof (each, a "Schedules Supplement"). The

furnishing of a Schedules Supplement shall not be deemed to affect the representations, warranties or covenants of any Party or the conditions to the obligations of any Party.

## ARTICLE VIII
## TERMINATION

Section 8.1 Termination. This Agreement may be terminated:

(a) at any time prior to the Closing Date, by SCAN Group by providing written notice to CareOregon, if SCAN Group is not in material breach of any of its obligations under this Agreement, if between the date hereof and the Closing:

(i) an event or condition occurs that has resulted in a Material Adverse Effect on the CareOregon Business;

(ii) any representations and warranties of CareOregon contained in this Agreement shall have been breached, such that the conditions set forth in Section 4.1 or Section 4.2 would be incapable of being satisfied by the Outside Date (it being understood that, for purposes of this Section 8.1(a)(ii), such date prior to the Closing Date shall be substituted for the Closing Date in determining whether the conditions set forth in Section 4.1 or Section 4.2 have been satisfied, and which breach, if capable of being cured, is not cured by the earlier of the Outside Date or within thirty (30) days following SCAN Group having notified CareOregon of its intent to terminate this Agreement pursuant to this Section 8.1(a)(ii);

(iii) CareOregon or any of the CareOregon Companies shall not have complied in all material respects with the covenants or agreements contained in this Agreement to be complied with by it, and such covenants or agreements were not waived in writing by SCAN Group; or

(iv) CareOregon or any of the CareOregon Companies makes a general assignment for the benefit of creditors, or any Claim shall be instituted by or against CareOregon or any of the CareOregon Companies seeking to adjudicate any of them as bankrupt or insolvent, or seeking their liquidation, winding up or reorganization, or seeking any arrangement, adjustment, protection, relief or composition of any of their debts under any Law relating to bankruptcy, insolvency or reorganization;

(b) at any time prior to the Closing Date, by CareOregon by providing written notice to SCAN Group, if CareOregon is not in material breach of any of its obligations under this Agreement, if between the date hereof and the Closing:

(i) an event or condition occurs that has resulted in a Material Adverse Effect on the SCAN Business;

(ii) any representations and warranties of SCAN Group contained in this Agreement shall have been breached, such that the conditions set forth in Section 4.1 or Section 4.3 would be incapable of being satisfied by the Outside Date (it being understood that, for purposes of this Section 8.1(b)(ii), such date prior to the Closing Date shall be

substituted for the Closing Date in determining whether the conditions set forth in Section 4.1 or Section 4.3 have been satisfied, and which breach, if capable of being cured, is not cured by the earlier of the Outside Date or within thirty (30) days following CareOregon having notified SCAN Group of its intent to terminate this Agreement pursuant to this Section 8.1(b)(ii);

(iii) SCAN Group or any of the SCAN Companies shall not have complied in all material respects with its covenants or agreements contained in this Agreement, and such covenants or agreements were not waived in writing by CareOregon; or

(iv) SCAN Group or any of the SCAN Companies makes a general assignment for the benefit of creditors, or any Claim shall be instituted by or against SCAN Group or any of the SCAN Companies seeking to adjudicate it as bankrupt or insolvent, or seeking its liquidation, winding up or reorganization, or seeking any arrangement, adjustment, protection, relief or composition of any of its debts under any Law relating to bankruptcy, insolvency or reorganization.

(c) at any time prior to the Closing Date, by either CareOregon or SCAN Group by providing written notice to the other Party, in the event that any Governmental Entity shall have issued an Order or taken any Action restraining, enjoining or otherwise prohibiting all or a material component of the transactions contemplated by this Agreement, or shall have imposed a condition or requirement in connection with any Approval required to consummate the transactions contemplated by this Agreement that would have a Material Adverse Regulatory Effect, and such Order, Action, condition or requirement shall have become final and nonappealable;

(d) by either CareOregon or SCAN Group by providing written notice to the other Party, in the event that the Parties have not obtained all Approvals required as a condition to the consummation of the transactions contemplated by this Agreement within fifteen (15) months following the date hereof (the "Outside Date"); provided that a Party shall not have the right to terminate this Agreement pursuant to this Section 8.1(d) if such Party is then in breach of any of its representations, warranties, covenants or other obligations under this Agreement, which breach would give rise to the failure to obtain any Approval required as a condition to the consummation of the transactions contemplated by this Agreement; or

(e) by the mutual written consent of SCAN Group and CareOregon.

[redacted]

[redacted]

Section 8.3 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.1, this Agreement shall forthwith become void and there shall be no Liability on the part of either Party except: (a) as set forth in Section 8.2, (b) Section 7.4 (Confidentiality), Section 10.4 (Governing Law) and Section 10.14 (Expenses) shall survive termination, and (c) nothing herein shall relieve any Party from Liability or damages incurred or suffered by a Party as a result of fraud by another Party.

## ARTICLE IX
## NO SURVIVAL

Section 9.1 No Survival. The Parties, intending to modify any applicable statute of limitations, agree that (y) the representations and warranties in this Agreement or in any certificates delivered pursuant to this Agreement shall terminate effective as of the Closing and shall not survive the Closing for any purpose, and thereafter there shall be no Liability on the part of, nor shall any claim seeking to recover damages or other remedies be made by, any of the Parties or any of their respective Affiliates in respect thereof, and (z) after the Closing, there shall be no Liability on the part of, nor shall any claim be made by, any of the Parties or any of their respective Affiliates in respect of any covenant or agreement to be performed prior to the Closing. In furtherance of the foregoing, from and after the Closing, except for claims relating to the covenants described in the next sentence, each Party waives and releases, to the fullest extent permitted by applicable Law, any rights, remedies, claims and causes of action (including any statutory rights to contribution or indemnification) that it may have against any other Party or any of its Affiliates or representatives with respect to the matters arising out of or in connection with this Agreement or relating to the transactions contemplated hereby arising under or based upon any theory whatsoever, under any Law, contract, tort or otherwise. All covenants and agreements contained in this Agreement that contemplate performance thereof following the Closing or otherwise expressly by their terms survive the Closing will survive the Closing in accordance with their terms, and the Parties shall be entitled to all equitable and monetary remedies in connection therewith. Without limiting the generality of the foregoing, the Parties hereby acknowledge that:

(a) the provisions of, and the limitations of remedies provided in, ARTICLE VIII, Section 10.6 and this ARTICLE IX were specifically bargained for by the Parties;

(b) the Parties have voluntarily agreed to define their rights, liabilities and obligations respecting the transactions contemplated hereby exclusively in contract pursuant to the express terms and provisions of this Agreement and the other documents contemplated by this Agreement; and

(c) this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations and that no Party has any special relationship with another Party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm's-length transaction.

## ARTICLE X
## GENERAL

Section 10.1 Notices. Any notices delivered under this Agreement shall be deemed delivered (a) when personally delivered, if delivered by hand; (b) on the next Business Day after dispatch, if delivered by overnight Federal Express or other reputable overnight mail service; (c) five (5) days after they are deposited in the United States Postal Service certified mail, return receipt requested; or (d) on the date sent by email (with confirmation of transmission) if sent prior to 5:00 p.m. (local time of the recipient) on any Business Day, and on the next Business Day if sent after 5:00 p.m. (local time of the recipient) of any Business Day or on any non-Business Day. Notices shall be addressed to the Parties as follows:

(i) if to CareOregon, to:

CareOregon
315 SW 5th Ave.
Portland, OR, 97204
Attention: Monica Martinez, VP and General Counsel
Email: martinezm@careoregon.org

with a copy (which shall not constitute notice) to:

Buchalter, a Professional Corporation
805 SW Broadway, Suite 1500
Portland, OR 97205
Attention: L. David Connell
Email: dconnell@buchalter.com

(ii) if to SCAN Group, to:

SCAN Group
3700 Kilroy Airport Way, Suite 100
Long Beach, CA 90806
Attention: Kevin Kroeker, General Counsel
Email: KKroeker@scanhealthplan.com

with a copy (which shall not constitute notice) to:

Crowell & Moring LLP
1001 Pennsylvania Avenue NW
Washington, DC 20004
Attention: Todd Rosenberg, Esq.
Email: trosenberg@crowell.com

or to such other address as the Party to whom such notice or other communication is to be given may have furnished to the other Party in writing in accordance herewith.

Section 10.2 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto), each other agreement and document to be entered into in connection herewith and the Confidentiality Agreement constitute the entire understanding and agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, with respect to the subject matter hereof.

Section 10.3 Waivers and Amendments. This Agreement may be amended, modified, superseded or cancelled, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party against whom the waiver is to be effective. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 10.4 Governing Law. This Agreement, and all claims or Actions that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with and subject to, the Laws of the State of Oregon applicable to agreements made and to be performed entirely within such State, without reference to its principles of conflict of laws that would cause the applicable of the Laws of any jurisdiction other than the State of Oregon.

Section 10.5 Dispute Resolution. Should any dispute between or among the Parties arise under this Agreement, written notice of such dispute shall be delivered from one Party to the other Party and, thereafter, the Parties, through appropriate representatives, shall first meet and attempt to resolve the dispute in face-to-face negotiations, which meeting shall occur within thirty (30) days of the time the written notice of such dispute is received by the other Party. If no resolution is reached through informal resolution, the Parties shall submit the dispute to final and binding arbitration. If the Parties cannot otherwise agree upon a single arbitrator and the place of the arbitration within a fifteen (15) Business Day period, the matter shall be submitted to an arbitrator pursuant to JAMS' Comprehensive Arbitration Rules and Procedures. The arbitrator appointed shall be an attorney licensed to practice law and shall have practiced healthcare law for a minimum of ten (10) years. Absent manifest error, the decision or award of the arbitrator shall be final and binding, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. In addition to any other awards, the arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of the prevailing party's costs and fees. "Costs and fees" shall include all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, the cost of posting a bond (if posted by the prevailing Party), reasonable travel and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees.

Section 10.6 Specific Performance. The Parties agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in

accordance with their specific terms or were otherwise breached. It is accordingly agreed that, prior to the termination of this Agreement pursuant to Section 8.1, and without any requirement for the posting of any bond or other undertaking, the Parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such party is entitled at Law or in equity.

Section 10.7 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.8 No Assignment. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of each other Party.

Section 10.9 Construction; Interpretation. Unless the context of this Agreement otherwise clearly requires, (a) references to the plural include the singular, and references to the singular include the plural, (b) references to one gender include the other gender, (c) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation," (d) the terms "hereof," "herein," "hereunder," "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (e) the terms "day" and "days" mean and refer to calendar day(s), (f) the terms "year" and "years" mean and refer to calendar year(s) and (g) all references to dates and times herein, except as otherwise specifically noted, shall refer to Los Angeles, CA time. If any payment is required to be made, or other action (including the giving of notice) is required to be taken, pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day. Unless otherwise set forth herein, references in this Agreement to any document, instrument or agreement (including this Agreement) (i) include and incorporate all schedules and other attachments thereto, (ii) include all documents, instruments or agreements issued or executed in replacement thereof and (iii) mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time, in each case to the extent that such schedules, attachments, replacements, amendments, modifications or supplements have been provided to Parent. Unless otherwise set forth herein, references in this Agreement to a particular applicable Law means such applicable Law as amended, modified, supplemented or succeeded, from time to time and in effect at any given time and any rules or regulations promulgated thereunder. All Article, Section, Schedule and Exhibit references herein are to Articles, Sections, Schedules and Exhibits of this Agreement unless otherwise specified. This Agreement shall not be construed as if prepared by one of the Parties, but rather shall be construed according to its fair meaning as a whole, as if all Parties had prepared it. Any reference in this Agreement to "$" or dollars shall mean U.S. dollars.

Section 10.10 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute

one (1) and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

Section 10.11 Disclosure Schedules. The Disclosure Schedules are qualified in their entirety by reference to the specific provisions of this Agreement. Nothing in the Disclosure Schedules shall be deemed adequate to disclose an exception to a representation or warranty contained in this Agreement unless the Disclosure Schedules identify the exception with reasonable particularity and describe the relevant facts in reasonable detail. Any exception or qualification set forth on the Disclosure Schedules with respect to a particular representation, warranty or covenant contained in this Agreement shall be deemed to be an exception or qualification with respect to other applicable representations, warranties and covenants contained in this Agreement to the extent that it is reasonably apparent from the face of such disclosure that such disclosure is applicable thereto. The disclosure of any matter in the Disclosure Schedules will not be deemed to constitute an admission to any third party concerning such matter or an admission of default or breach under any agreement or document.

Section 10.12 Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

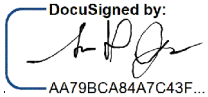
Section 10.13 Severability. If any term, provision, covenant or restriction of this Agreement, or any part thereof, is held by a court of competent jurisdiction or any Governmental Entity to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

Section 10.14 Expenses. Except as otherwise expressly provided in this Agreement, the Parties shall bear their own respective costs and expenses (including legal, accounting and other costs and expenses) incurred in connection with this Agreement and each other agreement, document and instrumented contemplated by this Agreement and the transactions contemplated hereby and thereby.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SCAN GROUP

By: 


Name: Sachin H. Jain, M.D.
Title: President and Chief Executive Officer

CAREOREGON, INC.

By: DocuSigned by: Eric C. Hunter 3E4B41D0986847E...

Name: Eric C. Hunter

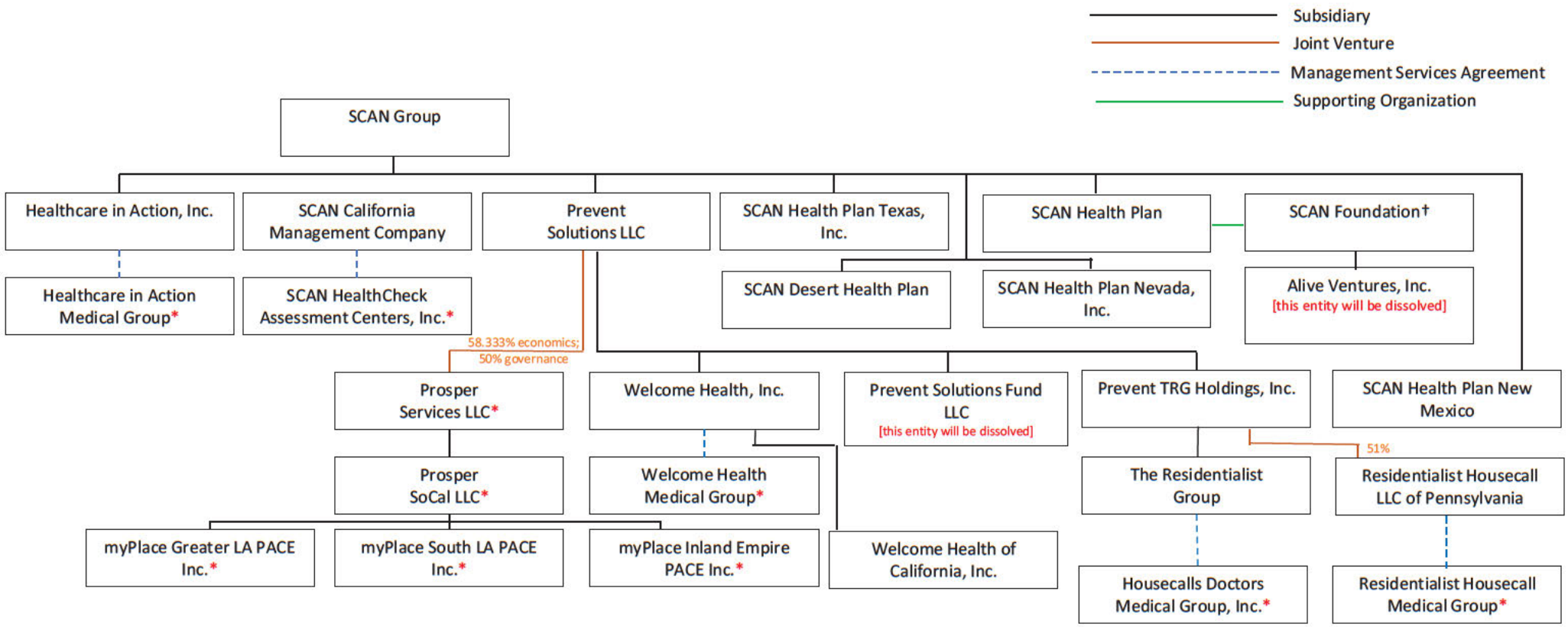
Title: President and Chief Executive Officer

# EXHIBIT A

## SCAN Companies

See attached.

# SCAN Group, Affiliates, and Related Parties




* Entities designed with an asterisk are not "SCAN Companies" for purposes of the Affiliation Agreement and are included herein for reference only.

† A majority of the board members of SCAN Group and SCAN Health Plan are also board members of SCAN Foundation.

Prevent Solutions LLC holds a minority interest in the following entities that are not reflected herein: Saferide, Inc., SafelyYou, Inc., MedArrive, Inc., Arine, Inc. and Monogram Health, Inc.

# EXHIBIT B

## CareOregon Companies

1. CareOregon, Inc.
2. Columbia Pacific CCO, LLC
3. Jackson County CCO, LLC
4. Care Access, LLC
5. HCP Services, LLC
6. Health Plan of CareOregon, Inc.
7. 900 S Holladay Dr, LLC

# EXHIBIT 1.1

## Definitions

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

"Action" means any action, claim, complaint, petition, arbitration, investigation, audit, arbitration, suit or other proceeding before any Governmental Entity.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person. For the purposes of this definition, "control" means the power to direct or cause the direction of management or policies of such Person, whether through corporate membership, the ownership of voting securities, by contract or otherwise.

"Approval" means any approval, authorization, consent, qualification or registration, or any extension, modification, amendment or waiver of any of the foregoing, required to be obtained from, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity or other third party. For clarity, the agreements, consents and approvals required to be obtained from non-Governmental Entity third parties, as set forth on Section 4.1(d) of the Disclosure Schedules, constitute Approvals.

"Business Day" means any day that is not a Saturday, Sunday, legal holiday or other day on which banks are required to be closed in Los Angeles, California.

"CCO Contract" shall mean, individually and collectively, those health care services contracts between the Oregon Health Authority and any CareOregon Company, as such contract has been amended and restated from time to time.

"Claim" means any and all Liabilities, losses, costs, damages, deficiencies, demands, claims, fines, penalties, interest, assessments, judgments, awards, liens, charges, orders, decrees, rulings, dues, assessments, taxes, actions, causes of actions, injunctions, proceedings and suits of whatever kind and nature and all costs and expenses relating thereto, including reasonable fees and expenses of counsel, consultants and other experts and other reasonable expenses of investigation, remediation and litigation.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidentiality Agreement" means the Mutual Confidentiality and Non-Disclosure Agreement, dated as of August 21, 2020, by and between CareOregon and SCAN Health Plan.

"Disclosure Schedules" means that certain document identified as the Disclosure Schedules to Affiliation Agreement by and between SCAN Group and CareOregon, dated as of the date hereof, and delivered by SCAN Group and CareOregon in connection with this Agreement.

"Environmental Laws" means any existing applicable Law, legal requirement, Order or binding agreement with any Governmental Entity: (i) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety (including within occupational settings), or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (ii) concerning the presence of, exposure to, or the management, manufacture, use, labeling, sale, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, release, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state or local analogs) all as in effect on the date of this Agreement: the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Federal Water Pollution Control Act of 1972, 33 U.S.C. § 1251 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Pollution Prevention Act of 1990, 42 U.S.C. § 1301 et seq.; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; and any comparable Legal Requirement or under the common law of trespass, nuisance or negligence.

"ERISA" means the Employment Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business, whether or not incorporated, that together with SCAN Group or CareOregon, as applicable, would be deemed a "single employer" within the meaning of Section 4001(b)(i) of ERISA.

"GAAP" means United States generally accepted accounting principles and practices in effect from time to time applied consistently throughout the periods involved.

"Governmental Entity" means any government or any agency, bureau, board, commission, court, department, official, tribunal or other instrumentality of any government, whether federal, state or local, that has, in each case, jurisdiction over the matter in question.

"Hazardous Materials" means any material, chemical, substance or waste defined in or regulated under Environmental Laws, including (a) any element, compound or chemical that is defined, listed or otherwise classified or determined to be, hazardous, radioactive, carcinogenic, mutagenic, corrosive, dangerous, noxious, flammable, explosive, infectious or toxic or a pollutant or a contaminant, (b) petroleum, petroleum-based or petroleum-derived products, (c) polychlorinated biphenyls polychlorinated bi-phenyl waste or polychlorinated bi-phenyl related wastes, (d) any substance exhibiting a hazardous waste characteristic including corrosivity, ignitability, toxicity or reactivity, (e) any radioactive or explosive materials, (f) any friable asbestos-containing materials, (g) perfluorooctane sulfonate, perfluorooctanoic acid and any other per- and polyfluoroalkyl substances, (h) lithium batteries, and (i) mold.

"Health Care Law" means any applicable Law, Order or Permit relating to patient health care, including, payment thereof, including, without limitation, such laws pertaining to: (i) any federal health care program (as such term is defined in 42 U.S.C. § 1320a-7b(f)), including

those pertaining to providers of goods or services that are paid for by any federal health care program, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), Sections 1320a-7 and 1320a-7a of Title 42 of the United Stated Code and the regulations promulgated pursuant to such statutes, (ii) Medicare and the regulations promulgated thereunder, Medicaid and the regulations promulgated thereunder, the Public Health Service Act (42 U.S.C. §§ 201 et seq.) and the regulations promulgated thereunder, and equivalent laws of other Governmental Entities, (iii) the privacy and security of patient-identifying health care information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") (42 U.S.C. 1320d et seq.), the regulations promulgated thereunder and equivalent laws of other Governmental Entities, (iv) the research, testing, production, manufacturing, marketing, transfer, distribution and sale of drugs and devices, including, without limitation, the Unite States Food Drug and Cosmetic Act (21 U.S.C. §§ 301 et seq.) and equivalent Laws of other Governmental Entities, (v) the hiring of employees or the acquisition of services or supplies from individuals or entities that have been excluded, debarred or disqualified from government health care programs, (vi) the licensure and professional conduct of health care providers and professionals, and (vii) Permits required to be held by individuals and entities involved in the manufacture and furnishing of health care items and services, and in each of (i) through (vii) as may be amended from time to time.

"Health Care Requirements" shall mean all Laws, Orders or agreements, in each case regulating the establishment, construction, ownership, operation, use or occupancy of the SCAN Business or the CareOregon Business, as applicable, and all Permits relating thereto, including all rules, orders, regulations and decrees of and agreements with Regulatory Authorities as pertaining to the SCAN Business or the CareOregon Business, as applicable.

"HSR Act" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Insurance Law" means any applicable Law, Order, Permit or contract governing the transaction of insurance, managed care, or a similar health care risk-sharing arrangement regulated by a Governmental Entity, including, without limitation those pertaining to (i) the organization, corporate procedures, marketing activities and financial operation of insurers, health care service contractors and managed care plans, (ii) coordinated care organizations, including ORS 414.570 et seq. and OAR 410-141-3500 et seq., and the CCO Contract, and (iii) Medicare Advantage organizations, including 42 C.F.R. §§ 422.1 et seq.

"Intellectual Property" means all patents, patent applications, trademarks (whether registered or unregistered), trademark applications, service marks (whether registered or unregistered), service mark applications, copyrights (whether registered or unregistered) and all goodwill associated therewith, copyright applications, trade secrets, inventions (whether patentable or not), know-how, formulae, research records, records of inventions, test information, market surveys and marketing know-how and all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise.

"IRS" means the Internal Revenue Service of the United States of America.

"IT Systems" means all software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology (IT) networks and systems (including telecommunications networks and systems for voice, data, and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) by CareOregon and/or any of the CareOregon Companies or by SCAN Group and/or any of the SCAN Companies, as applicable.

"Knowledge" means, with respect to either Party, the actual knowledge of any of such Party's officers, directors or other key employees having responsibility over the relevant matters, after reasonable due inquiry of their respective direct reports that would reasonably be expected to have knowledge of such matters, and, with respect to such Party's subsidiaries and other Affiliates, after reasonable due inquiry of the officers, directors or other key employees of such subsidiary or Affiliate.

"Law" means any domestic, foreign, federal, provincial, state or local statute, law (including the common law), ordinance, rule, code, restriction, Orders, formal written guidance, regulation or other directive, standard or pronouncement having the effect of law that applies in whole or in part to, as the case may be, any Person or any of their respective businesses, properties or assets.

"Liabilities" means any and all liabilities, debts, costs, expenses, obligations or responsibilities, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

"Material Adverse Effect" means an event, change or circumstance which, individually or when aggregated with any other event, change or circumstance does or would be reasonably expected to have a material adverse effect, either individually or in the aggregate, on the business, assets, liabilities, financial condition or results of operations of the SCAN Business or the CareOregon Business, as applicable, regardless of whether such material adverse effect is or would be realized before or after the Closing. A Material Adverse Effect shall not include: (i) changes in the financial or operating performance due to or caused by the announcement of the transactions contemplated in this Agreement or seasonal changes; (ii) general business, industry or economic conditions; (iii) local, regional, national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack; (iv) changes in financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); or (v) changes in GAAP; provided, however, that the matters described in clauses (ii), (iii), (iv), and (v) shall be included in the term "Material Adverse Effect" to the extent that any such matter has a disproportionate effect on the SCAN Business or the CareOregon Business, as applicable, relative to other participants in the industries in which SCAN Group and the SCAN Companies and CareOregon and the CareOregon Companies, as applicable, operate.

"Material Adverse Regulatory Effect" means any condition or requirement imposed by any Government Entity with respect to any Approval required to consummate the transactions contemplated by this Agreement that would require SCAN Group, CareOregon, any SCAN Company or any CareOregon Company to take or refrain from taking any action, or to

agree to any requirement, restriction, limitation or requirement that (i) would reasonably be expected to have a materially adverse impact on the gross annual revenues of the CareOregon Business and/or the SCAN Business; (ii) that would require the disposition by any of such entities of any material amount of assets; and/or (iii) would reasonably be expected to materially and adversely affect the ability of the Parties to conduct the SCAN Business and/or the CareOregon Business as they are currently being conducted.

"Medicaid" means any state program for medical assistance administered under Title XIX of the Social Security Act.

"Medicare" means the health insurance program administered under Title XVII of the Social Security Act.

"Order" means any binding and enforceable decree, injunction, judgment, order, ruling, assessment or writ issued by a Governmental Entity.

"Permit" means any license, permit, title, franchise, approval, accreditation, registration, certificate or order and any extension, modification, amendment or waiver of the foregoing, required to be issued by any Governmental Entity.

"Person" means any individual, corporation, general or limited partnership, firm, joint venture, association, enterprise, joint stock company, trust, unincorporated organization or other entity.

"Regulatory Authorities" shall mean any Governmental Entity or fiscal intermediary having jurisdiction over the ownership, operation, use or occupancy of the SCAN Companies, the SCAN Business, the CareOregon Companies or the CareOregon Business, as applicable.

"STAT" means the statutory accounting practices prescribed or permitted by the applicable Insurance Law, applied on a consistent basis.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, escheat or unclaimed property, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs, duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and including any obligations under any agreements with respect to any of the foregoing.

"Tax Return" means all returns and reports (including elections, declarations, disclosures, attachments, schedules, estimates, information returns, and amended returns and reports) required to be filed with or sent to a Taxing Authority, or required to be provided to any Person, in each case relating to Taxes.

"Taxing Authority" mean any U.S. or non-U.S. federal, national, state, provincial, county, municipal or local, or any political subdivision thereof, government, agency, commission,

or authority thereof, or any quasi-governmental body, exercising any taxing authority or any other authority exercising Tax regulatory authority.

"Third Party Payor Program" means Medicare, Medicaid, any health care program of any Governmental Entity or any other public or private third party payor program for health care items or services, including without limitation any state Medicaid agency administering Medicaid managed care plans.

Section 1.2 Other Defined Terms. Each of the following terms is defined in the Section set forth opposite such term:

| Term | Section |
|---|---|
| Agreement | Preamble |
| Annual Contribution | Section 2.7 |
| Annual Organizational Meeting | Section 2.3(a) |
| CareOregon | Preamble |
| CareOregon Appointee | Section 2.3(a) |
| CareOregon Audited Financial Statements | Section 6.4(a) |
| CareOregon Benefit Plan | Section 6.8(g) |
| CareOregon Business | Recitals |
| CareOregon Companies | Recitals |
| CareOregon Financial Statements | Section 6.4(a) |
| CareOregon Health Care Licenses | Section 6.9(b) |
| CareOregon Key Provider Contracts | Section 6.14(c) |
| CareOregon Key Providers | Section 6.14(c) |
| CareOregon Leased Real Property | Section 6.11(b) |
| CareOregon Leases | Section 6.11(c) |
| CareOregon Material Contract | Section 6.14(a) |
| CareOregon Material Contracts | Section 6.14(a) |
| CareOregon Nominating Committee | Section 2.3(c) |
| CareOregon Owned Real Property | Section 6.11(a) |
| CareOregon Real Property | Section 6.11(c) |
| CareOregon Recent Financial Statements | Section 6.4(a) |
| CareOregon STAT Financial Statements | Section 6.4(b) |
| Closing | Section 3.1 |
| Closing Date | Section 3.1 |
| CO Foundation | Section 2.4 |
| DOJ | Section 7.3(c) |
| Dual Eligibles | Section 2.3(f) |
| Enforceability Exceptions | Section 5.2(b) |
| Exchange Act | Section 5.3(e) |
| Financially Regulated Subsidiary | Section 2.5 |
| Foundation Contribution | Section 2.4 |
| FTC | Section 7.3(c) |
| Governing Documents | Section 2.3(b) |
| HSR Filing | Section 7.3(c) |
| Income Limitation | Section 2.7 |
| Latest CareOregon STAT Financial Statements | Section 6.4(b) |
| Latest SCAN Group Regulated Financial Statements | Section 5.4(b) |
| One Year CareOregon Appointees | Section 2.3(a) |
| Outside Date | Section 8.1(d) |
| Parties | Preamble |
| Party | Preamble |
| Regulatory Filings | Section 5.9(f) |
| Restated Affiliate Health Plans Bylaws | Section 2.1(a) |
| Restated CareOregon Articles | Section 2.1(b) |
| Restated CareOregon By-laws | Section 2.1(b) |
| Restated SHP Bylaws | Section 2.1(a) |
| Restated TopCo Articles | Section 2.1(a) |
| Restated TopCo Bylaws | Section 2.1(a) |
| Routine Reconciliations | Section 5.9(l) |
| SCAN Appointee | Section 2.3(a) |
| SCAN Benefit Plan | Section 5.8(g) |
| SCAN Business | Recitals |

# EXHIBIT 2.1(a)(i)

## Restated TopCo Articles

See attached.

# SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF HEALTHRIGHT GROUP

The undersigned certify that:

1. They are the Chief Executive Officer and the Secretary, respectively, of the following corporation:

   SCAN Group

   Secretary of State Entity Number: 1102954

2. The Articles of Incorporation of the corporation are amended and restated to read as follows:

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## ARTICLE I
## NAME

The name of the corporation shall be HealthRight Group (the "Corporation").

## ARTICLE II
## PURPOSES

A. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The Corporation is organized and operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "IRC"), to support or benefit, perform the functions of, and/or to carry out the purposes of: (i) SCAN Health Plan, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the IRC and other than a private foundation by reason of its being described in Section 509(a)(2) of the IRC; (ii) CareOregon, Inc., an Oregon nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the IRC and other than a private foundation by reason of its being described in Section 509(a)(2) of the IRC; (iii) any other organizations affiliated with this Corporation which are described in Section 501(c)(3) and are other than private foundations by reason of being described in Section 509(a)(1) or 509(a)(2) of the IRC; and (iv) any other organizations affiliated with this Corporation which are described in Section 501(c)(4) of the IRC that would be described in 509(a)(1) or 509(a)(2) of the IRC if they were organizations described in 501(c)(3) of the IRC.

## ARTICLE III
## POWERS

A. The Corporation is organized and operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the IRC.

B. The Corporation shall have all the powers of a natural person, subject only to limitations imposed by these Second Amended and Restated Articles of Incorporation, the Bylaws of the Corporation (the "Bylaws") and applicable laws. Notwithstanding any such powers, or any other provision of these Second Amended and Restated Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Section 501(c)(3) of the IRC or (ii) by a corporation contributions to which are deductible under Section 170(c)(2) of the IRC.

C. No substantial part of the activities of the Corporation shall be carrying on of propaganda or otherwise attempting to influence legislation (except as otherwise permitted in accordance with Section 501(h) of the IRC), and the Corporation shall not participate in, or intervene in any political campaign including the publication or distribution of statements on behalf of any candidate for public office.

## ARTICLE IV
## DIRECTORS

The powers of the Corporation shall be exercised, its properties controlled, and its affairs conducted by its board of directors (the "Board"). The number of directors constituting the Board shall be fixed from time to time by the Bylaws. Notwithstanding anything to the contrary set forth in these Second Amended and Restated Articles of Incorporation, including, without limitation, this Article IV, a majority of the voting members of the Board shall always consist of individuals who are then serving as voting members of the board of directors of SCAN Health Plan. The Chief Executive Officer of the Corporation shall be an *ex officio* member of the Board, with vote.

## ARTICLE V
## MEMBERS

The members of the Corporation, if any, and the qualifications, rights, privileges and obligations of members shall be such as may be set forth in the Bylaws.

## ARTICLE VI
## DISSOLUTION

All the property and assets of the Corporation are irrevocably dedicated to charitable, educational and scientific purposes meeting the requirements for exemptions provided by Section 501(c)(3) of the IRC and Section 214 of the California Revenue and Taxation Code. No part of said property or assets shall ever inure to the benefit of any director or

officer of the Corporation, or to the benefit of any private individual. Upon the dissolution, winding up or abandonment of the Corporation, its assets remaining after payment, or provision for payment, of all debts or liabilities of the Corporation shall be distributed for use in furtherance of the purposes of the Corporation as set forth in Article II of these Second Amended and Restated Articles of Incorporation, to any nonprofit corporation(s) selected by the Board, which, in the judgment of the Board, is engaged in activities similar to those of the Corporation and which is then qualified under Section 501(c)(3) of the IRC and which satisfies and/or has agreed to comply with any other regulatory requirement, not inconsistent with the requirements of Section 501(c)(3) of the IRC, with respect to the disposition or utilization of such assets so distributed as may be applicable to such assets or be a condition to such distribution imposed by law or by a federal or state regulatory agency having jurisdiction thereover.

## ARTICLE VII
## STATUTORY REFERENCES

All references to Sections 170(c)(2), 501(c)(3) and 501(h) of the IRC shall mean and refer to those sections as they now exist, or as they may hereafter be amended, supplanted or revised, or the corresponding provision of any future United States Internal Revenue Law. References to Section 214 of the California Revenue and Taxation Code shall refer to such section as in effect on January 1, 1992 and to any amendment, revision, or replacement that is consistent with and no more restrictive in its terms than the then current requirements for maintenance of the tax-exempt status of an organization eligible for exemption under Section 501(c)(3) of the IRC.

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3. The foregoing Second Amended and Restated Articles of Incorporation have been approved by the board of directors.

4. Member approval was not required because the Corporation has no members.

[*Signature Page Follows*]

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: _____ By: _____
Sachin Jain, Chief Executive Officer

Date: _____ By: _____
Kevin Kroeker, Secretary

# EXHIBIT 2.1(a)(ii)

## Restated TopCo Bylaws

See attached.

# AMENDED AND RESTATED BYLAWS

# OF

# HEALTHRIGHT GROUP

# (w/o Members)

# TABLE OF CONTENTS[1]



[1] NTD: To update ToC once edits are complete.

# AMENDED AND RESTATED BYLAWS OF HEALTHRIGHT GROUP

**(w/o Members)**

## ARTICLE 1

## OFFICES AND SEAL

Section 1. OFFICES

The principal executive office for the transaction of the business of HealthRight Group (the "Corporation") shall be in the County of Los Angeles, State of California. The Corporation may also have such other offices within or without the State of California as the Board of Directors may from time to time authorize to be established.

Section 2. SEAL

The Corporation may have a corporate seal, and the same shall have inscribed thereon the name of the Corporation, the date of its incorporation and the word "California".

## ARTICLE 2

## NON-MEMBERSHIP CORPORATION; DISSOLUTION

Section 1. NON-MEMBERSHIP CORPORATION

The Corporation shall not have members, within the meaning of Section 5056 of the California Corporations Code.

Section 2. DISSOLUTION

Upon the liquidation, dissolution, winding up or abandonment of the Corporation, the assets remaining after the payment or provision for payment of all debts and liabilities of the Corporation shall be distributed as specified in the Articles of Incorporation.

## ARTICLE 3

## BOARD OF DIRECTORS

Section 1. POWERS

Except as otherwise provided by the Articles of Incorporation of the Corporation or these Bylaws, the powers of the Corporation shall be exercised, its property controlled and its affairs conducted by or under the direction of the Board of Directors which shall be the governing body of the Corporation.

Section 2. NUMBER AND QUALIFICATIONS

Upon the effective date of the adoption of these Amended and Restated Bylaws by the Corporation (the "Effective Date") in connection with the closing of the Corporation's affiliation transaction with CareOregon, Inc., an Oregon nonprofit public benefit corporation ("CareOregon"), the number of Directors constituting the entire Board of Directors, including *ex officio* Directors, shall be seventeen (17), consisting of four (4) directors selected by CareOregon, each of whom shall be a director of CareOregon (each, a "CareOregon Appointee" and, collectively, the "CareOregon Appointees"), twelve (12) directors previously elected by the Board of Directors of the Corporation (each, a "Legacy Director" and, collectively, the "Legacy Directors"), and the Chief Executive Officer of the Corporation who shall be an *ex officio* Director with vote and shall be considered neither a Legacy Director nor a CareOregon Appointee ("CEO Director"). During the three (3) year period following the Effective Date, the President and Chief Executive Officer of CareOregon shall have the right to attend and participate at all meetings of the Board of Directors of the Corporation, except when the Board enters executive session, but shall have no voting powers on the Board of Directors of the Corporation. For the avoidance of doubt, any CareOregon Appointee shall be deemed to resign as a Director of the Corporation if, at any time during the first two years after the Effective Date, such CareOregon Appointee no long serves as a director of CareOregon. As the Legacy Directors complete their remaining terms over the subsequent three (3) year period following the Effective Date, the Board of Directors will not re-elect or replace four (4) of the Legacy Directors and the number of Directors constituting the entire Board of Directors shall be correspondingly reduced to thirteen (13) directors (including the CEO Director) within the three (3) year period following the Effective Date.

All Directors shall possess an understanding and commitment to the Corporation's mission, an ability to provide responsible, business-like leadership, and the ability to commit the necessary amount of time to function fully as a member of the Board.

Section 3. CLASSIFICATION, TERM AND ELECTION OF DIRECTORS

(a) Directors shall be divided into three (3) classes, Classes A, B and C, each consisting of approximately one-third (1/3) of the total number of Directors. Directors shall serve three (3) year staggered terms which shall expire in successive years on the date designated by resolution of the Board of Directors of the Corporation adopted at the Annual Organizational

Meeting. Notwithstanding the foregoing, in the event that the Effective Date falls before the Annual Organizational Meeting in any calendar year, two (2) of the CareOregon Appointees shall have an initial term that runs from the Effective Date until the Annual Organizational Meeting in December of the third calendar year after the calendar year during which the Effective Date occurs (the "Three Year CareOregon Appointees"); one (1) of the CareOregon Appointees shall have an initial term that runs from the Effective Date until the Annual Organizational Meeting in December of the second calendar year after the calendar year during which the Effective Date occurs (the "Second Year CareOregon Appointees"); one (1) of the CareOregon Appointees shall have an initial term that runs from the Effective Date until the Annual Organizational Meeting in December of the first calendar year after the calendar year during which the Effective Date occurs (the "One Year CareOregon Appointee"); and each of the CareOregon Appointees shall be designated to the Class (A, B, or C) that matches their respective terms. If the Effective Date falls after the Annual Organizational Meeting in any calendar year, the terms of the CareOregon Appointees shall each be extended such that they serve at least three full calendar years (i.e. the remainder of the calendar year during which the Effective Date occurs and the following three full calendar years), in the case of the Three Year CareOregon Appointees, at least two full calendar years in the case of the Two Year CareOregon Appointee (i.e. the remainder of the calendar year during which the Effective Date occurs and the following two full calendar years), and at least one full calendar year in the case of the One Year CareOregon Appointee (i.e. the remainder of the calendar year during which the Effective Date occurs and the following full calendar year). CareOregon shall also have the right to appoint a successor to the One Year CareOregon Appointee at the end of such CareOregon Appointee's initial term, who must also be a director of CareOregon, and who shall be eligible to serve an additional three (3) year term after the expiration of such One Year CareOregon Appointee's initial term.

(b) Except as set forth in Section 2 and Section 6(b) of this Article, Directors shall be elected by a majority of the Board at the Annual Organizational Meeting (or other meeting) at which the election of his or her class is in the regular order of business, in each case from the list of Board candidates nominated by the Corporate Governance Committee a set forth in Article V, Section 4(a) below. Such persons shall take office on the first day of the next calendar year following the election, or on such other date specified by the Board of Directors. Directors shall hold office until the Director's successor is elected and qualified, or until his or her earlier death, resignation or removal.

(c) Directors, with the exception of any *ex officio* Director, shall not be eligible to serve more than twelve (12) consecutive years, or four (4) consecutive three (3) year terms, except (i) that a Director who has served more than twelve (12) consecutive years may be elected by the Board to a single additional term of one (1), two (2) or three (3) years upon the recommendation of the Chair of the Corporate Governance Committee, to be made in consultation with the Chair of the Board of Directors and the Chief Executive Officer of the Corporation, and (ii) that a Director who has served for twelve (12) consecutive years may continue to serve out his or her then current term (for one (1) or two (2) additional years) if the end of his or her twelfth ($12^{th}$) consecutive year of service does not coincide with the end of his/her then current three year term as a Director.

Section 4. RESIGNATIONS

Except as provided in this Section, any Director may resign, which resignation shall be effective on giving written notice to the Chairperson, the Chief Executive Officer, the Secretary or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. Except upon notice to the Attorney General, no Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

Section 5. REMOVAL OF DIRECTORS

The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, debarment from participation in federal health care programs, or been found by a final order or judgment of any court to have breached any duty under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law (Standards of Conduct). A Director may also be removed with or without cause at any time by action of the majority of the Directors then in office. Any Director who misses one-half of the duly called, noticed and held meetings of the Board without prior approval in any 12-month period shall be deemed to have resigned unless such Director conduct is formally excused by the action of a majority of the remaining members of the Board.

Section 6. VACANCY

(a) Except as set forth in subsection (b) of this Section 6, any vacancy occurring on the Board of Directors and any newly created directorships resulting from an increase in the number of Directors, shall be filled by election of the replacement or new Director by the Board. Such elections shall be effective upon the date designated by the Board. A Director elected to fill a vacancy shall serve for the unexpired term of his/her predecessor in office. The new Director shall hold office for the remaining term of the class of Directors to which the new Director is elected.

(b) Notwithstanding subsection (a) of this Section 6, for a period of two years from the Effective Date, in the event of any vacancy caused by the death, resignation, or removal of any CareOregon Appointee, including in the event that a CareOregon Appointee ceases to be a director of CareOregon for any reason, such vacancy shall be filled by the appointment by CareOregon of a replacement Director who then is on the board of directors of CareOregon, effective immediately upon such appointment. A Director so appointed to fill a vacancy of a CareOregon Appointee shall serve for the unexpired term of his or her predecessor in office and shall be considered a CareOregon Appointee for all purposes of these Bylaws. Further, as provided in subsection (a) of Section 3, CareOregon shall also have the right to appoint a successor to the One Year CareOregon Appointee at the end of such CareOregon Appointee's initial term, who must also be a director of CareOregon, and who shall be eligible to serve an additional three (3) year term after the expiration of such One Year CareOregon Appointee's initial term.

Section 7. RESTRICTION ON INTERESTED DIRECTORS

Not more than 33% of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person being compensated by the Corporation or an affiliate (hereafter, an "Affiliate"), within the meaning of Section 5031 of the California Nonprofit Corporation Law, for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as a Director; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother- in-law, or father-in-law of any such person. For purposes of these Bylaws, an "independent" Director shall mean a Director who is not an interested person within the meaning of this Section. Any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the Corporation.

## ARTICLE 4

## MEETINGS OF THE BOARD OF DIRECTORS

Section 1. PLACE OF MEETING

All meetings of the Board of Directors shall be held at the office of the Corporation or at such other place as may be designated for that purpose from time to time by the Board.

Section 2. ANNUAL ORGANIZATIONAL MEETING

Each year in December, the Board of Directors shall conduct the Annual Organizational Meeting for the purpose of electing the class of Board members whose terms are expiring in the applicable year, electing the Officers of the Corporation for the following year, and the transaction of such other business as may come before the meeting. No notice of such meeting need be given.

Section 3. REGULAR MEETINGS

Regular meetings of the Board shall be held quarterly at such time and place as the Board may fix by resolution from time to time. No notice of any regular meeting of the Board need be given. One or more of such meetings may be held, if so approved by the Board of Directors, as a joint meeting with Affiliates of the Corporation.

Section 4. SPECIAL MEETINGS

Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board, by the Chief Executive Officer, or by one-third (1/3) of the Directors then in office.

Section 5. NOTICE OF SPECIAL MEETINGS

Special meetings of the Board of Directors shall be held upon four (4) calendar days' notice given by first-class mail (on the terms and conditions contemplated by Section 5015(a) of the California Nonprofit Corporation Law) or forty-eight (48) hours' notice delivered personally or by telephone, including a voice messaging system or "by electronic transmission" (as defined in Section 20 of the California Corporations Code) by the Corporation (on the terms and conditions contemplated by Section 5015(b) and (c) of the California Corporation Law). Any such notice shall be addressed or delivered to each Director at such Director's address as is shown upon the records of the Corporation or as may have been given to the Corporation by the Director for purposes of notice, or if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. A notice or waiver of notice need not specify the purpose of any special meeting of the Board of Directors.

Section 6. VALIDATION OF MEETING

The actions of the Board of Directors at any meeting, however called or noticed, or wherever held, shall be as valid as though taken at a meeting duly held after call and notice if a quorum be present and if, either before or after the meeting, each Director not present signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 7. QUORUM AND MANNER OF ACTION

A majority of the authorized number of Directors then in office shall constitute a quorum. Unless otherwise provided in these Bylaws, the vote of a majority of the Directors at a meeting at which a quorum is present shall be the action of the Board of Directors, unless a greater number, or the same number after disqualifying one or more Directors from voting, is required by law, by the Articles of Incorporation, or by these Bylaws, including but not limited to those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a quorum, provided that any action taken thereafter is approved by at least a majority of the required quorum.

Section 8. ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken by the Board under any provision of law, the Articles of Incorporation or these Bylaws may be taken without a meeting if all Directors shall individually or collectively consent in writing to such action, provided, however that the consent of any Director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law shall not be required for approval of that transaction. Such written

consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Directors. Any certificate or other document filed on behalf of the Corporation relating to an action taken by the Board without a meeting shall state that the action was taken by a unanimous written consent of the Board without a meeting, and that the Bylaws of the Corporation authorize its Directors to so act.

Section 9. ACTION BY CONFERENCE TELEPHONE OR ELECTRONIC COMMUNICATION

Members of the Board may participate in a meeting through use of conference telephone, electronic video screen communication or electronic transmission by and to the Corporation (as described in Sections 20 and 21, respectively, of the California Corporations Code), provided that all Directors participating in such a meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting of the person or persons so participating if the following apply:

(a) Each member participating in the meeting can communicate with all of the other members concurrently.

(b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection, to a specific action to be taken by the Corporation.

## ARTICLE 5

## COMMITTEES

Section 1. COMMITTEES GENERALLY

Except as otherwise provided by these Bylaws, the Board of Directors may, by resolution or resolutions passed by a majority of the Directors then in office, establish Executive, Standing or Special Committees consisting of three (3) or more persons (except the number of members of Special Committees shall be determined by the Board), for any purpose defined by these Bylaws or determined by the Board; and when such committees are composed solely of Directors, the Board may delegate to such committees any of the powers and authority of the Board, except the power and authority to adopt, amend or repeal these Bylaws, or such other powers as may be prohibited by law. Without limiting the foregoing, at the Annual Organizational Meeting the Board shall elect all of the Standing Committees described in Sections 2 through 8 of this Article 5. Committees which are composed solely of Directors and to which the powers of the Board are delegated shall have the power to act only in intervals between meetings of the Board and shall at all times be subject to the control of the Board. Except in circumstances where such participation would create a conflict of interest and in accordance with all applicable laws and regulations, the Chief Executive Officer shall be an *ex officio* voting member of the Finance Committee, Corporate Governance Committee, Compliance Committee, and Quality and Customer Experience

Committee. The Chief Executive Officer shall not participate as a member of the Compensation Committee or the Audit Committee.

Unless otherwise provided in these Bylaws, the Board of Directors, or if the Board does not act, the Committees shall establish rules and regulations for their meetings and meet at such times as are deemed necessary, provided that the provisions of Section 13 of this Article shall be applicable to all committee meetings. Committees shall keep regular minutes of proceedings and report the same to the Board from time to time as the Board may require. Any committee composed of persons, one or more of whom are not Directors, may act solely in an advisory capacity to the Board; however a Board Committee may, with the approval of the Chairperson or Chief Executive Officer, permit non-Board members to attend and participate, on a non-voting basis, in the discussion of matters under consideration by such Committee.

The Board Committees established by this Article 5 of these Bylaws shall generally conduct the committee functions of the board of directors of the various subsidiaries of the Corporation. Specifically, the Finance (Section 3), Corporate Governance (Section 4), Audit (Section 5), Compliance (Section 6), Compensation (Section 7) and Quality and Customer Experience (Section 8) Committees established below shall perform the roles of such committees, if such were established, for SCAN Health Plan, and any other subsidiaries of the Corporation currently in existence or established in the future; provided, however, that (a) the Board of Directors of The SCAN Foundation shall have and maintain its own committees and, accordingly, the foregoing committees of the Board of Directors of the Corporation shall not act on behalf of The SCAN Foundation and (b) CareOregon and the subsidiaries of CareOregon shall have and maintain their own committees, unless otherwise determined by the Board of Directors of the Corporation and approved by CareOregon's board of directors, and, accordingly, the foregoing committees of the Board of Directors of the Corporation shall not otherwise act on behalf of CareOregon or CareOregon's subsidiaries.

Section 2. FINANCE COMMITTEE

The Finance Committee shall be composed of not fewer than three (3) independent members of the Board of Directors as appointed from time to time in accordance with Section 9 of this Article 5. The Finance Committee shall meet at least quarterly and be delegated the following authority and responsibilities, and such other related responsibilities consistent with the foregoing as are set forth in a Charter for the Finance Committee approved by the Board of Directors:

(a) Review and recommend the annual operating and capital expenditure budgets of the Corporation for approval by the Board of Directors.

(b) Review and recommend for approval by the Board of Directors the cash management and investment program of the Corporation, SCAN Health Plan, and CareOregon, including investment guidelines.

(c) Review and recommend for approval by the Board of Directors, any proposed expenditure or financial commitment, contractual or otherwise, by the Corporation or any of its subsidiaries (other than The SCAN Foundation) in excess of $2 million per budget year

that is not in accordance with the annual budget of the Corporation previously approved by the Board of Directors.

(d) Review and recommend for approval by the Board of Directors any proposed unbudgeted expenditure or financial commitment, contractual or otherwise, by the Corporation or any of its subsidiaries (other than The SCAN Foundation) in excess of $1 million annually for future years that does not include a provision for early termination fees of less than $500,000.

(e) Decisions of the Corporation to enter into or amend provider services and pharmacy benefit manager agreements in the ordinary course of business are exempted from the provisions in (c) and (d) above.

(f) Review and recommend for approval by the Board of Directors, commencement of or settlement of litigation or a dispute involving the Corporation in excess of $1 million.

(g) Review and advise the Board on policies, procedures and decisions with respect to other aspects of the financial management of the assets and operations of the Corporation and its subsidiaries (other than The SCAN Foundation) including budgets, business and strategic plans, compliance with federal and state fiscal management and accounting requirements. Consistent with the foregoing, the responsibilities of the Committee shall include without limitation budget development and monitoring, and such responsibility for the review of and recommendations regarding major capital expenditures as may be authorized by the Board from time to time.

Section 3. CORPORATE GOVERNANCE COMMITTEE

The Corporate Governance Committee shall be composed of not fewer than three independent members of the Board of Directors as appointed from time to time in accordance with Section 9 of this Article 5. The Corporate Governance Committee shall meet at least quarterly and be delegated the responsibility to provide the Board with the following, and such other related responsibilities consistent with the foregoing as are set forth in a Charter for the Corporate Governance Committee approved by the Board of Directors:

(a) An annual list of nominations for Board membership of the Corporation and membership on the board of directors of each of the Corporation's subsidiaries other than CareOregon and its subsidiaries.

(b) Criteria, standards, and procedures for evaluation of the performance of members of the Board and members of the board of directors of the Corporation's subsidiaries which shall include appropriate levels of participation by all members of any such board of directors, and which shall be effective only upon approval by the full Board.

(c) An annual or other periodic review of the performance of members of the Board and members of any board of directors of any subsidiary of the Corporation in accordance with the criteria and standards adopted pursuant to Paragraph (b) hereof.

(d) An annual list of nominations for officers of the Corporation and for officers of the Corporation's subsidiaries other than CareOregon and its subsidiaries.

(e) A list of nominees for any advisory committees or councils relating to the operations of any subsidiaries of the Corporation other than CareOregon and its subsidiaries.

Section 4. AUDIT COMMITTEE

The Audit Committee shall be composed of not fewer than three members of the Board of Directors as appointed from time to time in accordance with Section 9 of this Article 5; notwithstanding Section 1 of this Article 5, all members of the Audit Committee shall be independent members of the Board of Directors and financially literate. At least one member of the Audit Committee shall have accounting or related financial management expertise. Notwithstanding anything to the contrary set forth elsewhere in these Bylaws, to ensure Audit Committee independence and to comply with the requirements of the California Nonprofit Integrity Act: (a) the Audit Committee shall not include any members of Management, including the Chief Executive Officer and the Treasurer or Chief Financial Officer; (b) the Finance Committee shall be separate from the Audit Committee; (c) members of the Finance Committee, if any, may serve on the Audit Committee, however, the Chair of the Audit Committee may not be a member of the Finance Committee; (d) members of the Finance Committee, if any, shall constitute less than fifty percent (50%) of the members of the Audit Committee; and (e) members of the Audit Committee shall not receive any compensation in excess of the compensation, if any, generally received by other members of the Board of Directors for service on the Board of Directors (including committees of the Board of Directors) and shall not have a material financial interest in any entity doing business with the Corporation or its subsidiaries. The Audit Committee shall meet at least quarterly and be delegated the following authority and responsibilities, and such other related responsibilities consistent with the foregoing as are set forth in a Charter for the Audit Committee approved by the Board of Directors:

(a) Select and hire the independent auditors for annual audit of the financial statements of the Corporation and its divisions and Affiliates (the "Independent Auditors"), separately or on a consolidated basis, and approve as part thereof the terms of engagement of the Independent Auditors. The Independent Auditors shall report and be ultimately responsible to the Audit Committee.

(b) Meet with the Independent Auditors and management of the Corporation and/or its Affiliates, as applicable ("Management"), at the conclusion of the annual audit of the financial statements of the Corporation and its Affiliates to review same, including any comments or recommendations of the Independent Auditors, and determine whether to recommend that the Board of Directors accept the audit.

(c) Review and approve any non-audit services rendered or proposed to be rendered by the Independent Auditors, and ensure that any non-audit services performed by the Independent Auditors conform with all applicable standards for auditor independence, including but not limited to those issued by the Comptroller General of the United States.

(d) Review, with the Independent Auditors, the Corporation's and its Affiliates' financial and accounting personnel, the adequacy and effectiveness of the accounting and financial controls of the Corporation and its Affiliates, and elicit any recommendations for the improvement of such internal control procedures or particular areas where new or more detailed controls or procedures are desirable.

(e) Review the annual financial statements of the Corporation and its Affiliates with Management and the Independent Auditors to determine that the Independent Auditors are satisfied with the disclosure and content of the financial statements and, generally, to satisfy the Audit Committee that the financial affairs of the Corporation and its Affiliates are in order.

(f) Meet with the Independent Auditors without Management being present to discuss, among other things, the Independent Auditors' evaluation of the Corporation's and the Corporation's Affiliates' financial and accounting personnel (see Section 5(d) above), that the Independent Auditors received full cooperation from Management and that there was no interference from Management during the course of the audit.

(g) Ensure that the lead audit partner of the Independent Auditors responsible for the conduct of the Corporation's annual audit is replaced with a different lead audit partner at least every five (5) years.

(h) Receive periodic reports from the Chief Financial Officer stating that all required regulatory financial reports have been timely filed and that the Corporation and each Affiliate is in compliance with all other regulatory requirements.

(i) Review of the Form 990 of the Corporation and its subsidiaries that are exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (other than The SCAN Foundation), as prepared annually by the Corporation and for purposes of filing with the Internal Revenue Service.

(j) The Audit Committee shall meet without Management to discuss problems and reservations arising out of external or internal audits and any matters which the auditors wish to bring up in the absence of Management, and shall communicate directly with the Corporation's and its Affiliates' financial officers and employees, internal auditors and the Independent Auditors as it deems desirable and shall have the internal auditors or the Independent Auditors perform any additional procedures as it deems appropriate.

Section 5. COMPLIANCE COMMITTEE

The Compliance Committee shall be composed of not fewer than three members of the Board of Directors of Directors as appointed from time to time in accordance with Section 9 of this Article 5; notwithstanding Section 1 of this Article 5 Committee members shall be appointed by the Chair of the Board of Directors, after taking into account recommendations made by the Corporate Governance Committee and after the Board Chair's consultation with the Chief Executive Officer of the Corporation; appointments shall be presented to and approved by the Board of Directors. Each Committee member will be capable of understanding compliance, risk management, internal controls, auditing, and such other matters as may be brought before the

Committee. The Compliance Committee shall meet at least quarterly and be delegated the following authority and responsibilities, and such other related responsibilities consistent with the foregoing as are set forth in a Charter for the Compliance Committee approved by the Board of Directors:

(a) Review with Management and approve the appointment, compensation, replacement, or dismissal of the Chief Risk Officer (CRO)/Chief Risk Executive (CRE). The CRO/CRE shall report to and shall have unrestricted access to the Committee to report or discuss matters that could affect the independent performance of his or her duty as CRO/CRE or the well-being of the Corporation.

(b) Review with the CRO/CRE the Internal Audit and Compliance activities of the Corporation.

(c) Review with Management and the CRO/CRE the Annual Compliance Program, activities, staffing, and organizational structure of the Compliance Department in ensuring adherence to applicable ethical, legal, and regulatory requirements.

(d) Receive and review reports on potentially significant disputes and litigation involving the Corporation on an annual and as needed basis.

Section 6. COMPENSATION COMMITTEE

The Compensation Committee shall be composed of not fewer than three (3) independent members of the Board of Directors as appointed from time to time in accordance with Section 9 of this Article 5. The Compensation Committee shall meet at least quarterly and be delegated the following authority and responsibilities, and such other related responsibilities consistent with the foregoing as are set forth in a Charter for the Compensation Committee approved by the Board of Directors:

(a) Make recommendations to the Board on executive compensation for the Corporation, its Affiliates, and the members of the Board of Directors of the Corporation and its Affiliates, including procedures, criteria, and standards to be utilized in establishing compensation policy, and taking into the account the advice of compensation consultants as necessary. The Committee may be charged with developing information and recommendations regarding annual compensation decisions, subject to the authority reserved to the full Board to act on these matters in accordance with the procedures and limitations set forth in Article 5 of these Bylaws.

(b) The executive compensation policy to be developed for Board approval in accordance with provision (a) above shall be prepared with the assistance of such outside consultants as the Corporation may retain or contract with for such purpose and after appropriate consultation with and input from Management.

(c) Develop and review on not less than an annual basis, as part of the process described in paragraphs (a) and (b) above, a draft of performance expectations and associated review/compensation program for the Chief Executive Officer with respect to the coming annual compensation cycle. Such program and the materials to be prepared by the Compensation

Committee in connection therewith should include information regarding appropriate targets and incentives that link to the Corporation's long term and annual planning and performance review process. Each such annual or other periodic recommendation to be prepared by the Compensation Committee, shall be submitted as a recommendation, together with supporting information, for review and approval by the Board of Directors.

(d) Approve changes in base salary, benefits or other compensation components, and/or the payment of any incentive awards to the Chief Executive Officer and the Chief Financial Officer, and submit such changes for action by the Board of Directors.

Section 7. QUALITY AND CUSTOMER EXPERIENCE COMMITTEE

The Quality and Customer Experience Committee shall be composed of not fewer than three (3) independent members of the Board of Directors as appointed from time to time in accordance with Section 9 of this Article 5. The Quality and Customer Experience Committee shall meet at least quarterly and be delegated the following authority and responsibilities, and such other related responsibilities consistent with the foregoing as are set forth in a Charter for the Quality and Customer Experience Committee approved by the Board of Directors:

(a) Members of the Committee shall make themselves familiar with the best practices of Quality Management including without limitation CMS 5 Star and shall apply this knowledge in oversight of the planning and organization of the Corporation and its affiliates.

(b) Provide oversight with respect to the quality programs of the Corporation's health plan affiliates, including Quality Improvement Systems.

Section 8. APPOINTMENT

Except as otherwise provided by these Bylaws, the chairperson, and members of a committee shall be appointed by the Chairperson of the Board after taking into account recommendations made by the Corporate Governance Committee and after his or her consultation with the Chief Executive Officer. All appointments by the Chairperson of the Board of the chairperson and members of committees shall be presented to, and approved by, the Board of Directors. The chairperson of a committee shall be a member of the Board of Directors, unless the Board of Directors votes to authorize an exception to such requirement.

Section 9. TERM OF OFFICE

The chairperson and each member of every committee appointed pursuant to these Bylaws shall serve a one-year term until the Annual Organizational Meeting and until his or her successor is appointed, or until his or her earlier death, resignation or removal, or until such committee is sooner terminated. The chairperson of a committee may only serve four (4) consecutive one-year terms as chair of a committee without at least a one-year break in service. Exceptions to this limit may be made by the Chairperson of the Board after taking into account the recommendation of the

Corporate Governance Committee and after his or her consultation with the Chief Executive Officer.

Section 10. VACANCIES

Vacancies on any committee may be filled for the unexpired portion of the term in accordance with Section 9 of this Article.

Section 11. REMOVAL OF MEMBERS

Except as otherwise required by these Bylaws, or unless such authority is limited by the action of a majority of the Board of Directors at the time a committee is appointed, the Board of Directors may remove a member or members of a committee at any time, with or without cause. In the case of the removal of any member who has been appointed to act as a committee member to represent any group or to meet any other qualification required by law, the Board shall act as expeditiously as possible to appoint a replacement member who represents such group and/or meets such qualifications.

Section 12. QUORUM AND ACTION

A majority of the members of a committee shall constitute a quorum and any action of a committee shall require a majority vote of the quorum present at any meeting. Each member of a committee, including the person presiding at the meetings, shall be entitled to one (1) vote.

Section 13. EXPENDITURES

Any commitment of an expenditure of corporate funds by a committee shall require prior approval by the Board of Directors.

Section 14. LIMITATION ON DELEGATION

In accordance with Section 5212(a) of the California Nonprofit Public Benefit Corporation Law, the Board of Directors may not delegate to any committee the following powers:

(a) The filling of vacancies on the Board of Directors or on any committee which has the authority of the Board of Directors.

(b) The fixing of compensation of the Directors for serving on the Board of Directors.

(c) The amendment or repeal of the Bylaws or the adoption of new Bylaws.

(d) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable.

(e) The appointment of committees of the Board of Directors or the members thereof.

(f) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

(g) The approval of any self-dealing transaction except as provided by law.

## ARTICLE 6

## OFFICERS

Section 1. OFFICERS

The officers of the Corporation shall be a Chairperson of the Board, a Chief Executive Officer, a Secretary and a Chief Financial Officer. Any person may hold more than one office, except that the Chairperson or the Chief Executive Officer may not serve concurrently as the Secretary or Chief Financial Officer, and the same person shall not serve concurrently as both the Chairperson and the Chief Executive Officer of the Corporation.

Section 2. SELECTION OF OFFICERS

The Chief Executive Officer shall be appointed annually by the Board of Directors at the Annual Organizational Meeting. Except as hereinafter provided, the remaining officers of the Corporation shall be appointed annually by the Board of Directors from a list prepared by the Corporate Governance Committee. The Chairperson may not serve more than four (4) consecutive one-year terms as such. Each officer shall hold his/her office until s/he shall resign or shall be removed or otherwise disqualified to serve, or his/her successor shall be selected.

Section 3. ADDITIONAL OFFICERS

The Board of Directors may appoint or authorize the appointment of such other officers than those hereinbefore mentioned as the business of the Corporation may require. Each officer shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors from time to time may authorize.

Section 4. VACANCIES AND REMOVAL OF OFFICERS

Any vacancy in an office resulting from death, incapacity, resignation, removal or other cause shall be filled from a list prepared by the Corporate Governance Committee by a majority vote of the Directors present at any meeting of the Board. Any officer may be removed either with or without cause by a majority of the Directors then in office at any regular or special meeting of the Board. Removal of an officer who is under contract to the Corporation shall not affect or limit any rights of such officer, or duties owed to such officer by the Corporation, established under

such contract or by law unless otherwise specifically provided for under such contract. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officer or to any Director until such time as a successor for such office has been selected in accordance with Section 2 or 3 of this Article, as applicable.

Section 5. CHAIRPERSON OF THE BOARD

The Chairperson of the Board, or another Board member as designated by the Chairperson, shall preside at all regular and special meetings of the Board of Directors and its executive sessions. The Chairperson shall appoint the members of all committees subject to approval of the Board of Directors, except as otherwise provided in these Bylaws, and shall exercise and perform such other powers and duties as may be specified by the Board of Directors or these Bylaws.

Section 6. CHIEF EXECUTIVE OFFICER

The Chief Executive Officer shall be the chief executive officer of the Corporation. Subject to the ultimate responsibility and authority of the Board of Directors for the activities and affairs of the Corporation, the Chief Executive Officer shall supervise the administration and operations of the Corporation, shall serve as the principal spokesperson of the Corporation and have such other powers and duties usually vested in a chief executive officer, including, but not limited to:

(a) Management of the Corporation;

(b) Development, implementation and interpretation of all operating policies and procedures;

(c) Supervision of compliance with all applicable federal and state laws and regulations, project requirements and grant restrictions;

(d) Direction and supervision of all administrative officers and specialists;

(e) Selection, employment, control and discharge of employees, consistent with the personnel policies and practices of the Corporation;

(f) Maintenance of liaison with governmental agencies, the media and professional, business and civic organizations;

(g) Preparation of an annual budget and periodic reporting on the financial affairs of the Corporation;

(h) Identification and development of private and public sector funding sources in furtherance of the Corporation’s mission;

(i) Maintenance of physical properties of the Corporation in a good state of repair and good operating condition;

(j) Supervision of the business affairs of the Corporation so as to insure that the policies, procedures and programs are implemented and funds are collected and expended to the best possible advantage; and

(k) Performance of such other duties, not inconsistent with these Bylaws, as may be specified by the Chairperson or the Board of Directors that may be necessary and in the best interest of the Corporation.

Section 7. SECRETARY

The Secretary shall keep or cause to be kept a record of minutes at the principal office or at such other place as the Board may order of all meetings of the Directors. The Secretary shall give or cause to be given notice of all the meetings of the Board of Directors required by these Bylaws or by law to be given, shall keep the seal of the Corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. CHIEF FINANCIAL OFFICER

The Corporation shall have a Chief Financial Officer. The Chief Financial Officer, in addition to the specific duties and responsibilities set forth hereunder, shall fulfill all the functions of such office as may be prescribed or required under the terms of applicable law or regulation. S/he shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Chief Financial Officer's duties shall also include the verification, on the Corporation's behalf, of financial statements and documents as may be required under applicable laws, regulation, or contracts the Corporation may enter into from time to time, and s/he shall deposit all monies and other valuables in the name and to the credit of the Corporation in such accounts or other depositories as may be designated by the Directors. The Chief Financial Officer shall disburse the funds of the Corporation as shall be ordered by the Board, shall render to the Chief Executive Officer or the Directors whenever they shall request an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation, shall take proper vouchers for all disbursements of the funds of the Corporation and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. Unless such delegation is otherwise prohibited by law or by action of the Board of Directors, any of the duties of the Chief Financial Officer may be performed on behalf of the Corporation in his/her absence or inability, or pursuant to his/her duly authorized and documented delegation of such duties, by one or more Assistant Chief Financial Officers as may be appointed from time to time for such purposes by action of the Board of Directors.

## ARTICLE 7

## GENERAL PROVISIONS

Section 1. VOTING SHARES

The Corporation may vote any and all shares held by it in any other corporation by such officer, agent or proxy as the Board of Directors may appoint, or in default of any such appointment, by its Chief Executive Officer or by any Officer or Senior Vice President and, in such case, such officers, or any of them, may likewise appoint a proxy to vote said shares.

Section 2. CHECKS, DRAFTS AND ORDERS FOR PAYMENT OF MONEY

All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of or payable to the Corporation and any and all securities owned or held by the Corporation requiring signature for transfer shall be signed or endorsed by such officer(s) or agent(s) and in such manner as from time to time shall be determined by resolution of the Board of Directors.

Section 3. EXECUTION OF CONTRACTS

The Board of Directors, except as in these Bylaws otherwise provided may authorize one or more officers, agents or employees to enter into any contract or to execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specified instances and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit or to render it liable for any purpose or in any amount.

Section 4. COMPENSATION OF DIRECTORS

The Directors of the Corporation may receive reasonable compensation for being a Director in an amount determined from time to time by the Board following consideration of advice from compensation consultants. The Board may authorize reimbursement of reasonable expenses incurred by Directors in connection with their attendance at meetings of the Board, any board of directors of any Affiliate, or any committee of the Board or any board of directors of any Affiliate, or with respect to other activities performed by Directors in connection with their services to the Corporation.

Section 5. INSPECTION OF CORPORATION RECORDS

The books of account and minutes of proceedings of the Directors shall be open to inspection by any Directors at any reasonable time and for any purpose reasonably related to his or her interests as a Director. Such inspection may be made by the Director or by an agent or

attorney appointed by the Director and shall include the right to make extracts. Demand for inspection shall be made in writing, addressed to the Chief Executive Officer or Secretary of the Corporation. Except as otherwise publicly disclosed, or in order to appropriately conduct the Corporation's business, the records and reports of the Corporation shall be held in confidence by those persons with access to them.

Section 6. CONFLICTS OF INTEREST; SELF-DEALING

The Board of Directors shall adopt and enforce a policy on conflicts of interest and self-dealing that requires the disclosure by all Directors, officers, and other persons in a position to influence corporate decisions of actual and potential conflicts of interest and that will ensure that no person holding such a position will be permitted to vote on any issue, motion, or resolution that directly or indirectly inures to his or her benefit financially or with respect to which he or she shall have any other conflict of interest, except that such individual may be counted in order to qualify a quorum and, except as the Board may otherwise direct, may participate in the discussion of such an issue, motion, or resolution if he or she first discloses the nature of his or her interest.

Section 7. MINUTES

Minutes shall be maintained of all meetings of the Board, and all committees thereof, and shall include: the date, time and location of the meeting; a statement that proper notice of the meeting was provided, if required, or that notice was waived by the participants; whether the meeting is a regular or special meeting; the names of each of the attendees; whether a quorum was established; departures and/or re-entries of attendees from the meeting; any actions taken. If the meeting is a special meeting, the minutes should state the purpose of the meeting. Decisions of the Board shall be documented in the minutes.

## ARTICLE 8

## ACCOUNTING YEAR AND AUDIT

Section 1. ACCOUNTING YEAR

The accounting year of the Corporation shall commence effective on the first day of January and end on the last day of December of the same year, unless changed by resolution of the Board of Directors.

Section 2. AUDIT

At the end of the accounting year, the books of the Corporation shall be closed and audited by the Independent Auditors. The financial report of the Independent Auditors shall be prepared in accordance with the applicable law and any specific requirements established by the Corporation with respect to the audit project, and shall be submitted to the Audit Committee of the Corporation

within ninety (90) days following the end of the accounting year. The Audit Committee shall approve such audited financial report.

## ARTICLE 9

## INDEMNIFICATION

Section 1. RIGHT OF INDEMNITY

To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Section 5238(a) of the California Nonprofit Public Benefit Corporation Law, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in Section 5238(a), and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses", as used in this Article 9, shall have the same meaning as established in Section 5238(a).

Section 2. APPROVAL OF INDEMNITY

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the Nonprofit Public Benefit Corporation Law, the Board shall promptly determine under Section 5238(e) whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

Section 3. ADVANCEMENT OF EXPENSES

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Sections l and 2 above of these Bylaws in defending any proceeding covered by those subsections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 4. INSURANCE

The Corporation shall have the right to purchase and maintain insurance to the fullest extent permitted by law on behalf of its officers, Directors, employees, and other agents, against any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising out of the officer's, Director's, employee's, or agent's status as such, provided however that the Corporation shall have no power to purchase and maintain such insurance to indemnify

any agent of the Corporation for violation of Section 5233 of the Nonprofit Public Benefit Corporation Law.

Section 5. OTHER FIDUCIARY POSITIONS

This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 1 of this Article. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subsection (f) of Section 5140 of the Nonprofit Public Benefit Corporation Law.

Section 6. PROVISIONS NOT EXCLUSIVE

The indemnification provided for in this Article 9 of these Bylaws shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under any agreement, vote of disinterested directors, or otherwise, both as to action in his or her official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, or employee and agent, and shall inure to the benefit of the heirs, executives and administrators of such person.

## ARTICLE 10

## AMENDMENTS

Section 1. PROCESS FOR AMENDMENTS

These Bylaws may be amended, repealed, or altered, in whole or in part, and new Bylaws may be adopted, at any meeting of the Board of Directors, by a majority vote of the entire Board of Directors, provided, however, that any amendment, repeal or alteration to the provisions of Sections 2, 3 or 6 of Article 3 of these Bylaws, in each case relating to the rights of CareOregon, the CareOregon Appointees, the reduction in the size of the Board of Directors to thirteen (13) directors (including the CEO Director) through the reduction of four (4) Legacy Directors serving on the Board of Directors, or the right of the President and Chief Executive Officer of CareOregon to attend and participate in Board of Directors meetings, within three (3) years after the Effective Date shall require the approval of the CareOregon Board of Directors delivered to the Corporation in writing to become effective. Proposed amendments must be mailed or delivered to all Directors in writing fifteen (15) days prior to the date of the Directors meeting at which they will be presented for approval.

Section 2. RECORD OF AMENDMENTS

Any amendment or alteration in these Bylaws shall be forthwith filed with the original Bylaws of the Corporation in the records of the Corporation.

Section 3. REVIEW

The organizational and governing instruments of the Corporation, including these Bylaws, any key or material financial transactions, and all compensation policies and procedures, shall be reviewed not less frequently than every five (5) years by the full Board of Directors to insure their continuing completeness and applicability and the compliance of such instruments, transactions, policies and procedures with all applicable law and the Corporation's mission and charitable purpose. A written record of such review will be maintained, and placed with the other records of the Corporation.

# SECRETARY'S CERTIFICATE

This is to certify that the foregoing Amended and Restated Bylaws, consisting of 21 pages, were duly adopted by the Board of Directors on [ ] and became effective, except as otherwise provided in the resolution adopting the same, on [ ].

DATE: _____, 2022

_____
Kevin Kroeker, Secretary

# EXHIBIT 2.1(a)(iii)

## Restated SHP Bylaws

See attached.

# AMENDED AND RESTATED BYLAWS

# OF

# SCAN HEALTH PLAN

# AMENDED AND RESTATED BYLAWS

# OF

# SCAN HEALTH PLAN

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[1] NTD: To update ToC once edits are complete.

# AMENDED AND RESTATED BYLAWS

# OF

# SCAN HEALTH PLAN

## ARTICLE 1

## OFFICES AND SEAL

Section 1. OFFICES

The principal executive office for the transaction of the business of SCAN Health Plan (the "Corporation") shall be in the County of Los Angeles, State of California. The Corporation may also have such other offices within or without the State of California as the Board of Directors may from time to time authorize to be established.

Section 2. SEAL

The Corporation may have a corporate seal, and the same shall have inscribed thereon the name of the Corporation, the date of its incorporation and the word "California".

## ARTICLE 2

## MEMBERSHIP; DISSOLUTION

Section 1. ADMISSION AND QUALIFICATION OF MEMBERS

The sole member of the Corporation shall be SCAN Group, a California nonprofit public benefit corporation (the "Corporate Member"). The Corporate Member shall not be liable for the debts, liabilities or obligations of the Corporation.

Section 2. DISTRIBUTION ON DISSOLUTION

Upon the liquidation, dissolution, winding up or abandonment of the Corporation, the assets remaining after the payment or provision for the payment of all debts and liabilities of the Corporation shall be distributed as specified in the Articles of Incorporation.

Section 3. TRANSFER OF MEMBERSHIP

The Corporate Member's membership interest in the Corporation may not be assigned or encumbered in any manner whatsoever, voluntarily, involuntarily or by operation of

law. Any purported or attempted assignment, transfer or encumbrance of the membership shall be void and shall be grounds for termination of the membership.

Section 4. DUES AND ASSESSMENTS

There shall be no membership fees, dues or assessments of the Corporate Member.

Section 5. MANNER OF ACTION BY THE CORPORATE MEMBER.

(a) The Corporate Member shall act by vote of its Board of Directors subject only to limitations or requirements imposed by the Articles of Incorporation and Bylaws of the Corporate Member and applicable law. The Board of Directors of the Corporate Member may delegate its authority under this Section to a standing committee of such Board.

(b) The vote, written assent or other action of the Corporate Member shall be evidenced by, and the Corporation shall be entitled to rely upon, a Certificate of the Secretary or of the Chief Executive Officer of the Corporate Member stating (i) the actions taken by the Corporate Member, (ii) that such actions were taken in accordance with the Articles of Incorporation and Bylaws of the Corporate Member, and (iii) the authorization of the Corporate Member for such certification.

(c) Requests for action by the Corporate Member may be made through the Chief Executive Officer of the Corporate Member or such other person as the Board of Directors of the Corporate Member shall designate.

Section 6. RESERVED POWERS OF THE CORPORATE MEMBER

Notwithstanding anything to the contrary contained elsewhere in these Bylaws, including without limitation Section 1 of Article 3 of these Bylaws, the following decisions or actions by the Corporation, shall require the prior consent or approval of the Corporate Member before constituting an authorized action of the Corporation (such consent or approval to be reflected solely through an action by the Board of Directors of the Corporate Member in accordance with Section 5 of this Article 2).

- A decision to borrow funds;
- A decision to make any expenditure or financial commitment, contractual or otherwise, that is not within the scope of an annual budget previously approved by the Board of Directors in excess of $2 million; provided, however, that decisions of the Corporation to enter into or amend provider services or pharmacy benefits manager agreements in the ordinary course of business shall not require consent or approval of the Corporate Member;
- A decision to make any unbudgeted expenditure or financial commitment, contractual or otherwise, in excess of $1 million annually for future years that does not include a provision for early termination fees of less than $500,000. A decision to expand the scope or nature of the business of the Corporation or

to form a new affiliated legal entity, or expand into a different geographic area, beyond that currently being conducted;

- A decision to enter into or amend any contractual arrangement with any party related to a senior executive or Board member of the Corporation or its affiliates;

- Any sale of any material portion of the assets of the Corporation;

- Any merger of the Corporation with or into another organization;

- A decision to cause the Corporation to become a corporate member, shareholder or joint venturer with respect to another organization, except with respect to portfolio investments in the ordinary course of the Corporation's investment activities;

- Hiring or firing the Chief Executive Officer of the Corporation;

- Approving dissolution and liquidation of the Corporation;

- A decision to file a petition in bankruptcy, enter into an assignment for the benefit of creditors or other arrangement among creditors or to enter into any transaction constituting a "reorganization" within the meaning of the California Corporations Code;

- Amending the Articles of Incorporation or Bylaws of the Corporation;

- Approving the Corporation's annual business plan;

- Approving the subsidiary's annual capital budget and annual operating budget;

- Authorizing distributions/capital transfers to any organization (including a SCAN-affiliated organization) other than the Corporate Member, other than charitable contributions made that are consistent with an annual business plan already approved by the Board of Directors of the Corporation and/or in the ordinary course of business;

- Approving commencement of or settlement of litigation or a dispute involving the Corporation (in excess of $1 million); and

- Approval of direct or indirect investment (whether by way of equity or indebtedness) made by a third party into the Corporation.

## ARTICLE 3

## BOARD OF DIRECTORS

Section 1. POWERS

Except as otherwise provided by the Articles of Incorporation of the Corporation or these Bylaws, the powers of the Corporation shall be exercised, its property controlled and its affairs conducted by or under the direction of the Board of Directors which shall be the governing body of the Corporation. To the extent required by any law or regulation regulating the operations of the Corporation in its capacity as a health care service plan (the "Health Plan") licensed under the California Knox-Keene Health Care Service Plan Act of 1975, as amended (the "Knox-Keene Law"), or as a Medicare Advantage Organization, the Board shall have the power to create, prescribe and approve bylaws, and/or rules and regulations for practitioners contracting with or employed by the Corporation to provide medical and other professional services to persons enrolled in such plan.

Section 2. NUMBER AND QUALIFICATIONS

Upon the effective date of the adoption of these Amended and Restated Bylaws by the Corporation (the "Effective Date") in connection with the closing of SCAN Group's affiliation transaction with CareOregon, Inc., an Oregon nonprofit public benefit corporation ("CareOregon"), the number of Directors constituting the entire Board of Directors, including *ex officio* Directors, shall be seventeen (17), consisting of four (4) directors selected by CareOregon, each of whom shall be a director of CareOregon (each, a "CareOregon Appointee" and, collectively, the "CareOregon Appointees"), twelve (12) directors previously elected by the Board of Directors of the Corporation (each, a "Legacy Director" and, collectively, the "Legacy Directors"), and the Chief Executive Officer of the Corporation who shall be an *ex officio* Director with vote and shall be considered neither a Legacy Director nor a CareOregon Appointee ("CEO Director"). For the avoidance of doubt, any CareOregon Appointee shall be deemed to resign as a Director of the Corporation if, at any time during the first two years after the Effective Date, such CareOregon Appointee no long serves as a director of CareOregon. As the Legacy Directors complete their remaining terms over the subsequent three (3) year period following the Effective Date, the Board of Directors will not re-elect or replace four (4) of the Legacy Directors and the number of Directors constituting the entire Board of Directors shall be correspondingly reduced to thirteen (13) directors (including the CEO Director) within the three (3) year period following the Effective Date.

All Directors shall possess an understanding and commitment to the Corporation's mission, an ability to provide responsible, business-like leadership, and the ability to commit the necessary amount of time to function fully as a member of the Board.

Section 3. CLASSIFICATION, TERM AND ELECTION OF DIRECTORS

(a) Directors shall be divided into three (3) classes, Classes A, B and C, each consisting of approximately one-third (1/3) of the total number of Directors. Directors shall serve three (3) year staggered terms which shall expire in successive years on the date designated

by resolution of the Board of Directors of the Corporation adopted at the Annual Organizational Meeting. Notwithstanding the foregoing, in the event that the Effective Date falls before the Annual Organizational Meeting in any calendar year, two (2) of the CareOregon Appointees shall have an initial term that runs from the Effective Date until the Annual Organizational Meeting in December of the third calendar year after the calendar year during which the Effective Date occurs (the "Three Year CareOregon Appointees"); one (1) of the CareOregon Appointees shall have an initial term that runs from the Effective Date until the Annual Organizational Meeting in December of the second calendar year after the calendar year during which the Effective Date occurs (the "Second Year CareOregon Appointees"); one (1) of the CareOregon Appointees shall have an initial term that runs from the Effective Date until the Annual Organizational Meeting in December of the first calendar year after the calendar year during which the Effective Date occurs (the "One Year CareOregon Appointee"); and each of the CareOregon Appointees shall be designated to the Class (A, B, or C) that matches their respective terms. If the Effective Date falls after the Annual Organizational Meeting in any calendar year, the terms of the CareOregon Appointees shall each be extended such that they serve at least three full calendar years (i.e. the remainder of the calendar year during which the Effective Date occurs and the following three full calendar years), in the case of the Three Year CareOregon Appointees, at least two full calendar years in the case of the Two Year CareOregon Appointee (i.e. the remainder of the calendar year during which the Effective Date occurs and the following two full calendar years), and at least one full calendar year in the case of the One Year CareOregon Appointee (i.e. the remainder of the calendar year during which the Effective Date occurs and the following full calendar year). CareOregon shall also have the right to appoint a successor to the One Year CareOregon Appointee at the end of such CareOregon Appointee's initial term, who must also be a director of CareOregon, and who shall be eligible to serve an additional three (3) year term after the expiration of such One Year CareOregon Appointee's initial term.

(b) Except as set forth in Section 2 and Section 6(b) of this Article, Directors shall be elected by a majority of the Board at the Annual Organizational Meeting (or other meeting) at which the election of his or her class is in the regular order of business, in each case from the list of Board candidates nominated by the Corporate Governance Committee (as carried out by the Corporate Governance Committee of the Board of Directors of the Corporate Member, per Article 5, Section 4, of these Bylaws). Such persons shall take office on the first day of the next calendar year following the election, or on such other date specified by the Board of Directors. Directors shall hold office until the Director's successor is elected and qualified, or until his or her earlier death, resignation or removal.

(c) Directors, with the exception of any *ex-officio* Director, shall not be eligible to serve more than twelve (12) consecutive years, or four (4) consecutive three (3) year terms, except (i) that a Director who has served more than twelve (12) consecutive years may be elected by the Board to a single additional term of one (1), two (2) or three (3) years upon the recommendation of the Chair of the Corporate Governance Committee, to be made in consultation with the Chair of the Board of Directors and the Chief Executive Officer of the Corporation, and (ii) that a Director who has served for twelve (12) consecutive years may continue to serve out his or her then current term (for one (1) or two (2) additional years) if the end of his or her twelfth ($12^{th}$) consecutive year of service does not coincide with the end of his/her then current three year term as a Director.

Section 4. RESIGNATIONS

Except as provided in this Section, any Director may resign, which resignation shall be effective on giving written notice to the Chairperson, the Chief Executive Officer, the Secretary or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. Except upon notice to the Attorney General, no Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

Section 5. REMOVAL OF DIRECTORS

The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, or convicted of a felony, debarment from participation in federal health care programs, or been found by a final order or judgment of any court to have breached any duty under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law (Standards of Conduct), subject to approval by the Corporate Governance Committee. A Director may also be removed with or without cause at any time by action of the majority of the Directors then in office. Any Director who misses one-half of the duly called, noticed and held meetings of the Board without prior approval in any 12-month period shall be deemed to have resigned unless such Director conduct is formally excused by the action of a majority of the remaining members of the Board.

Section 6. VACANCY

(a) Except as set forth in subsection (b) of this Section 6, any vacancy occurring on the Board of Directors and any newly created directorships resulting from an increase in the number of Directors, shall be filled by election of the replacement or new Director by the Board from a list of candidates nominated by the Corporate Governance Committee. Such elections shall be effective upon the date designated by the Board. A Director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office. The new Director shall hold office for the remaining term of the class of Directors to which the new Director is elected.

(b) Notwithstanding subsection (a) of this Section 6, for a period of two years from the Effective Date, in the event of any vacancy caused by the death, resignation, or removal of any CareOregon Appointee, including in the event that a CareOregon Appointee ceases to be a director of CareOregon for any reason, such vacancy shall be filled by the appointment by CareOregon of a replacement Director who then is on the board of directors of CareOregon, effective immediately upon such appointment. A Director so appointed to fill a vacancy of a CareOregon Appointee shall serve for the unexpired term of his or her predecessor in office and shall be considered a CareOregon Appointee. Further, as provided in subsection (a) of Section 3, CareOregon shall also have the right to appoint a successor to the One Year CareOregon Appointee at the end of such CareOregon Appointee's initial term, who must also be a director of CareOregon, and who shall be eligible to serve an additional three (3) year term after the expiration of such One Year CareOregon Appointee's initial term.

Section 7. RESTRICTION ON INTERESTED DIRECTORS

Not more than 33% of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person being compensated by the Corporation or an affiliate (hereafter, an "Affiliate"), within the meaning of Section 5031 of the California Nonprofit Corporation Law, for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as a Director; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. For purposes of these Bylaws, an "independent" Director shall mean a Director who is not an interested person within the meaning of this Section. Any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the Corporation.

## ARTICLE 4

## MEETINGS OF THE BOARD OF DIRECTORS

Section 1. PLACE OF MEETING

All meetings of the Board of Directors shall be held at the office of the Corporation or at such other place as may be designated for that purpose from time to time by the Board.

Section 2. ANNUAL ORGANIZATIONAL MEETING

Each year in December, the Board of Directors shall conduct the Annual Organizational Meeting for the purpose of electing the class of Board members whose terms are expiring in the applicable year, electing the Officers of the Corporation for the following year, and the transaction of such other business as may come before the meeting. No notice of such meeting need be given.

Section 3. REGULAR MEETINGS

Regular meetings of the Board shall be held quarterly at such time and place as the Board may fix by resolution from time to time. No notice of any regular meeting of the Board need be given. One or more of such meetings may be held, if so approved by the Board of Directors, as a joint meeting with the Corporate Member or any other Affiliate of the Corporation.

Section 4. SPECIAL MEETINGS

Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board, by the Chief Executive Officer, or by one-third (1/3) of the Directors then in office.

Section 5. NOTICE OF SPECIAL MEETINGS

Special meetings of the Board of Directors shall be held upon four (4) calendar days' notice given by first-class mail (on the terms and conditions contemplated by Section 5015(a) of the California Nonprofit Corporation Law) or forty-eight (48) hours' notice delivered personally or by telephone, including a voice messaging system or "by electronic transmission" (as defined in Section 20 of the California Corporations Code) by the Corporation (on the terms and conditions contemplated by Section 5015(b) and (c) of the California Corporation Law). Any such notice shall be addressed or delivered to each Director at such Director's address as is shown upon the records of the Corporation or as may have been given to the Corporation by the Director for purposes of notice, or if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. A notice or waiver of notice need not specify the purpose of any special meeting of the Board of Directors.

Section 6. VALIDATION OF MEETING

The actions of the Board of Directors at any meeting, however called or noticed, or wherever held, shall be as valid as though taken at a meeting duly held after call and notice if a quorum be present and if, either before or after the meeting, each Director not present signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 7. QUORUM AND MANNER OF ACTION

A majority of the authorized number of Directors then in office shall constitute a quorum. Unless otherwise provided in these Bylaws, the vote of a majority of the Directors at a meeting at which a quorum is present shall be the action of the Board of Directors, unless a greater number, or the same number after disqualifying one or more Directors from voting, is required by law, by the Articles of Incorporation, or by these Bylaws, including but not limited to those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a quorum, provided that any action taken thereafter is approved by at least a majority of the required quorum.

Section 8. ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken by the Board under any provision of law, the Articles of Incorporation or these Bylaws may be taken without a meeting if all Directors shall individually or collectively consent in writing to such action, provided, however that the consent of any Director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law shall not be required for approval of that

transaction. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Directors. Any certificate or other document filed on behalf of the Corporation relating to an action taken by the Board without a meeting shall state that the action was taken by a unanimous written consent of the Board without a meeting, and that the Bylaws of the Corporation authorize its Directors to so act.

Section 9. ACTION BY CONFERENCE TELEPHONE OR ELECTRONIC COMMUNICATION

Members of the Board may participate in a meeting through use of conference telephone, electronic video screen communication or electronic transmission by and to the Corporation (as described in Sections 20 and 21, respectively, of the California Corporations Code), provided that all Directors participating in such a meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting of the person or persons so participating if the following apply:

(a) Each member participating in the meeting can communicate with all of the other members concurrently.

(b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection, to a specific action to be taken by the Corporation.

## ARTICLE 5

## COMMITTEES

Section 1. COMMITTEES GENERALLY

Except as otherwise provided by these Bylaws, the Board of Directors may, by resolution or resolutions passed by a majority of the Directors then in office, establish Executive, Standing or Special Committees consisting of three (3) or more persons (except the number of members of Special Committees shall be determined by the Board), for any purpose defined by these Bylaws or determined by the Board; and when such committees are composed solely of Directors, the Board may delegate to such committees any of the powers and authority of the Board, except the power and authority to adopt, amend or repeal these Bylaws, or such other powers as may be prohibited by law. Without limiting the foregoing, at the Annual Organizational Meeting the Board shall elect the Standing Committees described in Section 2 of this Article 5 (the function of each of the Standing Committees described in Sections 3 through 8 of the Article 5 shall be conducted by the corresponding committee of the Board of Directors of the Corporate Member, as set forth in such sections). Committees which are composed solely of Directors and to which the powers of the Board are delegated shall have the power to act only in intervals between meetings of the Board and shall at all times be subject to the control of the Board. Except in circumstances where such participation would create a conflict of interest and in accordance with all applicable laws and regulations, the Chief Executive Officer shall be an *ex*

*officio* voting member of the Finance Committee, Corporate Governance Committee, Compliance Committee, and Quality and Customer Experience Committee and shall not participate as a member of the Compensation Committee or the Audit Committee.

Unless otherwise provided in these Bylaws, the Board of Directors, or if the Board does not act, the Committees, shall establish rules and regulations for their meetings and meet at such times as are deemed necessary, provided that the provisions of Section 13 of this Article shall be applicable to all committee meetings. Committees shall keep regular minutes of proceedings and report the same to the Board from time to time as the Board may require. Any committee composed of persons, one or more of whom are not Directors, may act solely in an advisory capacity to the Board; however a Board Committee may, with the approval of the Chairperson or Chief Executive Officer, permit non-Board members to attend and participate, on a non-voting basis, in the discussion of matters under consideration by such Committee.

Section 2. FINANCE COMMITTEE

The Corporation's Finance Committee function shall be conducted by the Finance Committee of the Board of Directors of the Corporate Member and shall include the responsibilities of such committee set forth in the Bylaws of the Corporate Member. Any references in these Bylaws to the Finance Committee of the Corporation shall be construed to refer to the Finance Committee of the Corporate Member.

Section 3. CORPORATE GOVERNANCE COMMITTEE

The Corporation's Corporate Governance Committee function shall be conducted by the Corporate Governance Committee of the Board of Directors of the Corporate Member and shall include the responsibilities of such committee set forth in the Bylaws of the Corporate Member. Any references in these Bylaws to the Corporate Governance Committee of the Corporation shall be construed to refer to the Corporate Governance Committee of the Corporate Member.

Section 4. AUDIT COMMITTEE

As permitted by Section 12586(e)(2) of the California Government Code, the Corporation's Audit Committee function shall be conducted by the Audit Committee of the Board of Directors of the Corporate Member and shall include the responsibilities of such committee set forth in the Bylaws of the Corporate Member. Any references in these Bylaws to the Audit Committee of the Corporation shall be construed to refer to the Audit Committee of the Corporate Member.

Section 5. COMPLIANCE COMMITTEE

The Corporation's Compliance Committee function shall be conducted by the Compliance Committee of the Board of Directors of the Corporate Member and shall include the responsibilities of such committee set forth in the Bylaws of the Corporate Member. Any

references in these Bylaws to the Compliance Committee of the Corporation shall be construed to refer to the Compliance Committee of the Corporate Member.

Section 6. COMPENSATION COMMITTEE

The Corporation's Compensation Committee function shall be conducted by the Compensation Committee of the Board of Directors of the Corporate Member and shall include the responsibilities of such committee set forth in the Bylaws of the Corporate Member. Any references in these Bylaws to the Compensation Committee of the Corporation shall be construed to refer to the Compensation Committee of the Corporate Member.

Section 7. QUALITY AND CUSTOMER EXPERIENCE COMMITTEE

The Corporation's Quality and Customer Experience Committee shall be conducted by the Quality and Customer Experience Committee of the Board of Directors of the Corporate Member and shall include the responsibilities of such committee set forth in the Bylaws of the Corporate Member. Any references to the Quality and Customer Experience Committee of the Corporation shall be construed to refer to the Quality and Customer Experience Committee of the Corporate Member.

Section 8. APPOINTMENT OF CHAIRPERSONS

The chairperson of a committee shall be appointed by the Chairperson of the Board after taking into account recommendations made by the Corporate Governance Committee and after his or her consultation with the Chief Executive Officer. All appointments by the Chairperson of the Board of the chairperson of committees shall be presented to, and approved by, the Board of Directors. The chairperson of a committee shall be a member of the Board of Directors, unless the Board of Directors votes to authorize an exception to such requirement.

Section 9. TERM OF OFFICE

The chairperson and each member of every committee appointed pursuant to these Bylaws shall serve a one (1) year term until the next Annual Organizational Meeting and until his or her earlier death, resignation or removal successor is appointed, or until such committee is sooner terminated. The chairperson of a committee may only serve four (4) consecutive one-year terms as chairperson of a committee without at least a one-year break in service as chairperson. Exceptions to this limit may be made by the Chairperson of the Board after taking into account the recommendation of the Corporate Governance Committee and after his or her consultation with the Chief Executive Officer.

Section 10. VACANCIES

Vacancies on any committee may be filled for the unexpired portion of the term in accordance with Section 2 of this Article, in the case of the Executive Committee, and otherwise by the Corporate Member as contemplated by Sections 3 through 8 of this Article.

Section 11. REMOVAL OF MEMBERS

Except as otherwise required by these Bylaws, the Corporate Member may remove a member or members of a committee at any time, with or without cause. In the case of the removal of any member who has been appointed to act as a committee member to represent any group or to meet any other qualification required by law, the Corporate Member and the Board shall act as expeditiously as possible to appoint a replacement member who represents such group and/or meets such qualifications.

Section 12. QUORUM AND ACTION

A majority of the members of a committee shall constitute a quorum and any action of a committee shall require a majority vote of the quorum present at any meeting. Each member of a committee, including the person presiding at the meetings, shall be entitled to one (1) vote.

Section 13. EXPENDITURES

Any commitment of an expenditure of corporate funds by a committee shall require prior approval by the Board of Directors.

Section 14. LIMITATION ON DELEGATION

In accordance with the California Nonprofit Corporation Law, the Board of Directors may not delegate to any committee the following powers:

(a) The filling of vacancies on the Board of Directors or in any committee which has the authority of the Board of Directors.

(b) The fixing of compensation of the Directors for serving on the Board of Directors.

(c) The amendment or repeal of the Bylaws or the adoption of new Bylaws.

(d) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable.

(e) The appointment of committees of the Board of Directors or the members thereof.

(f) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

(g) The approval of any self-dealing transaction except as provided by law.

## ARTICLE 6

## OFFICERS

Section 1. OFFICERS

The officers of the Corporation shall be a Chairperson of the Board, a Chief Executive Officer, a Secretary and a Chief Financial Officer. Any person may hold more than one office, except that the Chairperson or the Chief Executive Officer may not serve concurrently as the Secretary or Chief Financial Officer, and the same person shall not serve concurrently as both the Chairperson and the Chief Executive Officer of the Corporation

Section 2. SELECTION OF OFFICERS

The Chief Executive Officer shall be appointed annually by the Board of Directors at the Annual Organizational Meeting. Except as hereinafter provided, the remaining officers of the Corporation shall be appointed annually by the Board of Directors from a list prepared by the Corporate Governance Committee. The Chairperson may not serve more than four (4) consecutive one-year terms as such. Each officer shall hold his/her office until s/he shall resign or shall be removed, or otherwise disqualified to serve, or his/her successor shall be selected.

Section 3. ADDITIONAL OFFICERS

The Board of Directors may appoint or authorize the appointment of such other officers than those hereinbefore mentioned as the business of the Corporation may require. Each officer shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors from time to time may authorize.

Section 4. VACANCIES AND REMOVAL OF OFFICERS

Any vacancy in an office resulting from death, incapacity, resignation, removal or other cause shall be filled from a list prepared by the Corporate Governance Committee by a majority vote of the Directors present at any meeting of the Board. Any officer may be removed either with or without cause by a majority of the Directors then in office at any regular or special meeting of the Board. Removal of an officer who is under contract to the Corporation shall not affect or limit any rights of such officer, or duties owed to such officer by the Corporation, established under such contract or by law unless otherwise specifically provided for under such contract. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officer or to any Director until such time as a successor for such office has been selected in accordance with Section 2 or 3 of this Article, as applicable.

Section 5. CHAIRPERSON OF THE BOARD

The Chairperson of the Board, or another Board member as designated by the Chairperson, shall preside at all regular and special meetings of the Board of Directors and its

executive sessions, and the Executive Committee, if the formation of such a Committee shall be approved by action of the Board. The Chairperson shall appoint the members of all committees subject to approval of the Board of Directors, except as otherwise provided in these Bylaws, and shall exercise and perform such other powers and duties as may be specified by the Board of Directors or these Bylaws.

Section 6. CHIEF EXECUTIVE OFFICER

The Chief Executive Officer shall be the chief executive officer of the Corporation. Subject to the ultimate responsibility and authority of the Board of Directors for the activities and affairs of the Corporation, the Chief Executive Officer shall supervise the administration and operations of the Corporation, shall serve as the principal spokesperson of the Corporation and have such other powers and duties usually vested in a chief executive officer, including, but not limited to:

(a) Management of the Corporation;

(b) Development, implementation and interpretation of all operating policies and procedures;

(c) Development and implementation of the Health Plan;

(d) Supervision of compliance with all applicable federal and state laws and regulations, project requirements and grant restrictions;

(e) Negotiation of service contracts with all health care and social service providers;

(f) Direction and supervision of the Chief Medical Officer and all other administrative officers and specialists;

(g) Selection, employment, control and discharge of employees, consistent with the personnel policies and practices of the Corporation;

(h) Preparation and supervision of program evaluation processes consistent with the standards and processes required of a Medicare Advantage Organization or other programs of the Corporation and/or as otherwise committed to by the Corporation;

(i) Maintenance of liaison with other demonstration sites, governmental agencies, participating health care and social service providers, professional, business and civic organizations and the media;

(j) Preparation of an annual budget and periodic reporting on the financial affairs of the Corporation;

(k) Identification and development of private and public sector funding sources in furtherance of the Corporation's mission;

(l) Maintenance of physical properties of the Corporation in a good state of repair and good operating condition;

(m) Supervision of the business affairs of the Corporation so as to insure that the policies, procedures and programs are implemented and funds are collected and expended to the best possible advantage; and

(n) Performance of such other duties, not inconsistent with these Bylaws, as may be specified by the Chairperson or the Board of Directors that may be necessary and in the best interest of the Corporation.

Section 7. SECRETARY

The Secretary shall keep or cause to be kept a record of minutes at the principal office or at such other place as the Board may order of all meetings of the Directors. The Secretary shall give or cause to be given notice of all the meetings of the Board of Directors required by these Bylaws or by law to be given, shall keep the seal of the Corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. CHIEF FINANCIAL OFFICER

The Corporation shall have a Chief Financial Officer. The Chief Financial Officer, in addition to the specific duties and responsibilities set forth hereunder, shall fulfill all the functions of such office as may be prescribed or required under the terms of applicable law or regulation. S/he shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Chief Financial Officer's duties shall also include the verification, on the Corporation's behalf, of financial statements and documents as may be required under applicable laws, regulation, or contracts the Corporation may enter into from time to time, and s/he shall deposit all monies and other valuables in the name and to the credit of the Corporation in such accounts or other depositories as may be designated by the Directors. The Chief Financial Officer shall disburse the funds of the Corporation as shall be ordered by the Board, shall render to the Chief Executive Officer or the Directors whenever they shall request an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation, shall take proper vouchers for all disbursements of the funds of the Corporation and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. Unless such delegation is otherwise prohibited by law or by action of the Board of Directors, any of the duties of the Chief Financial Officer may be performed on behalf of the Corporation in his/her absence or inability, or pursuant to his/her duly authorized and documented delegation of such duties, by one or more Assistant Chief Financial Officers as may be appointed from time to time for such purposes by action of the Board of Directors.

## ARTICLE 7

## GENERAL PROVISIONS

Section 1. VOTING SHARES

The Corporation may vote any and all shares held by it in any other corporation by such officer, agent or proxy as the Board of Directors may appoint, or in default of any such appointment, by its Chief Executive Officer or by any Officer or Senior Vice President and, in such case, such officers, or any of them, may likewise appoint a proxy to vote said shares.

Section 2. CHECKS, DRAFTS AND ORDERS FOR PAYMENT OF MONEY

All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of or payable to the Corporation and any and all securities owned or held by the Corporation requiring signature for transfer shall be signed or endorsed by such officer(s) or agent(s) and in such manner as from time to time shall be determined by resolution of the Board of Directors.

Section 3. EXECUTION OF CONTRACTS

The Board of Directors, except as in these Bylaws otherwise provided may authorize one or more officers, agents or employees to enter into any contract or to execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specified instances and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit or to render it liable for any purpose or in any amount.

Section 4. COMPENSATION OF DIRECTORS

The Directors of the Corporation may receive reasonable compensation for being a Director in an amount determined from time to time by the Board following consideration of advice from compensation consultants. The Board may authorize reimbursement of reasonable expenses incurred by Directors in connection with their attendance at meetings of the Board or any committee or with respect to other activities performed by Directors in connection with their services to the Corporation.

Section 5. INSPECTION OF CORPORATION RECORDS

The books of account and minutes of proceedings of the Directors shall be open to inspection by any Directors at any reasonable time and for any purpose reasonably related to his or her interests as a Director. Such inspection may be made by the Director or by an agent or attorney appointed by the Director and shall include the right to make extracts. Demand for inspection shall be made in writing, addressed to the Chief Executive Officer or Secretary of the Corporation. Except as otherwise publicly disclosed, or in order to appropriately conduct the

Corporation's business, the records and reports of the Corporation shall be held in confidence by those persons with access to them.

Section 6. CONFLICTS OF INTEREST; SELF-DEALING

The Board of Directors shall adopt and enforce a policy on conflicts of interest and self-dealing that requires the disclosure by all Directors, officers, and other persons in a position to influence corporate decisions of actual and potential conflicts of interest and that will ensure that no person holding such a position will be permitted to vote on any issue, motion, or resolution that directly or indirectly inures to his or her benefit financially or with respect to which he or she shall have any other conflict of interest, except that such individual may be counted in order to qualify a quorum and, except as the Board may otherwise direct, may participate in the discussion of such an issue, motion, or resolution if he or she first discloses the nature of his or her interest.

Section 7. MINUTES

Minutes shall be maintained of all meetings of the Board, and all committees thereof, and shall include: the date, time and location of the meeting; a statement that proper notice of the meeting was provided, if required, or that notice was waived by the participants; whether the meeting is a regular or special meeting; the names of each of the attendees; whether a quorum was established; departures and/or re-entries of attendees from the meeting; any actions taken. If the meeting is a special meeting, the minutes should state the purpose of the meeting. Decisions of the Board shall be documented in the minutes.

Section 8. REGULATORY COMPLIANCE

It shall be the policy of the Corporation to maintain compliance at all times with all State and Federal laws and regulations applicable to its operations as a licensed Health Plan, as a Medicare Advantage Organization, and as may be applicable to such other business operations in which the Corporation, acting in a manner consistent with its Articles of Incorporation and these Bylaws, may, from time to time, engage.

Section 9. GRIEVANCE PROCEDURES

The Corporation shall establish, maintain, and make known to its members and other persons entitled to exercise any rights thereunder, grievance procedures under which such persons may obtain fair and timely review of grievances regarding their relationship with the Health Plan operated by the Corporation. It shall be the responsibility of management to establish and conduct such grievance procedures in accordance with applicable regulatory requirements and the terms of any contracts entered into by the Corporation with respect thereto, including the maintenance of appropriate records regarding the handling and disposition of and periodic reports to the Board with respect thereto.

Section 10. ENROLLEE LIAISON AND COMMUNICATIONS

The Corporation shall establish and maintain procedures and mechanisms to support an appropriate level of communications between the Health Plan(s) operated by the Corporation and persons enrolled therein with respect to their experience, satisfaction, concerns regarding, and other matters that are relevant to the relationship between the Corporation and such members and that bear upon the Corporation's achievement of its corporate mission statement. Subject to any specific requirements or directions adopted by resolution of the Board, responsibility for the development and administration of such procedures and mechanism, including any revisions therein as may be deemed appropriate from time to time, shall be delegated to management, provided, however, that records regarding the performance of such activities shall be maintained and periodic reports regarding the same shall be provided to the Board for its review and consideration. If and to the extent so required, the procedures and mechanisms to be established hereunder shall be structured and operated in accordance with any mandatory regulatory or contractual standards.

## ARTICLE 8

## ACCOUNTING YEAR AND AUDIT

Section 1. ACCOUNTING YEAR

The accounting year of the Corporation shall commence, effective on the first day of January and end on the last day of December of the same year, unless changed by resolution of the Board of Directors.

Section 2. AUDIT

At the end of the accounting year, the books of the Corporation shall be closed and audited by a certified public accountant selected by the Audit Committee of the Corporation. The financial report of the auditor shall be prepared in accordance with the applicable law and any specific requirements established by the Corporation with respect to the audit project, and shall be submitted to the Audit Committee of the Corporation within ninety (90) days following the end of the accounting year. The Audit Committee shall approve such audited financial report.

## ARTICLE 9

## INDEMNIFICATION

Section 1. RIGHT OF INDEMNITY

To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Section 5238(a) of the California Nonprofit Public Benefit Corporation Law, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding", as that term is used in Section

5238(a), and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses", as used in this Article 10, shall have the same meaning as established in Section 5238(a).

Section 2. APPROVAL OF INDEMNITY

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the Nonprofit Public Benefit Corporation Law, the Board shall promptly determine under Section 5238(e) whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

Section 3. ADVANCEMENT OF EXPENSES

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under Sections 1 and 2 above of these Bylaws in defending any proceeding covered by those subsections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 4. INSURANCE

The Corporation shall have the right to purchase and maintain insurance to the fullest extent permitted by law on behalf of its officers, Directors, employees, and other agents, against any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising out of the officer's, Director's, employee's, or agent's status as such, provided however that the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for violation of Section 5233 of the Nonprofit Public Benefit Corporation Law.

Section 5. OTHER FIDUCIARY POSITIONS

This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person’s capacity as such, even though such person may also be an agent of the Corporation as defined in Section 1 of this Article. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subsection (f) of Section 5140 of the Nonprofit Public Benefit Corporation Law.

Section 6. PROVISIONS NOT EXCLUSIVE

The indemnification provided for in this Article 9 of these Bylaws shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under any agreement, vote of disinterested directors, or otherwise, both as to action in his or her official capacity while holding such office, and shall continue as to a person who has ceased to be a

director, officer, or employee and agent, and shall inure to the benefit of the heirs, executives and administrators of such person.

## ARTICLE 10

## AMENDMENTS

Section l. PROCESS FOR AMENDMENTS

These Bylaws may be amended, repealed or altered, in whole or in part, and new Bylaws may be adopted, at any meeting of the Board of Directors, by a majority vote of the entire Board of Directors, and subject to the approval of the Corporate Member as set forth in Article 2, Section 6 of these Bylaws, provided, however, that any amendment, repeal or alteration to the provisions of Sections 2, 3 or 6 of Article 3 of these Bylaws, in each case relating to the rights of CareOregon, the CareOregon Appointees, or the reduction in the size of the Board of Directors to thirteen (13) directors (including the CEO Director) through the reduction of four (4) Legacy Directors serving on the Board of Directors, within three (3) years after the Effective Date shall require the approval of CareOregon Board of Directors delivered to the Corporation in writing to become effective. Proposed amendments must be mailed or delivered to all Directors in writing fifteen (15) days prior to the date of the Directors meeting at which they will be presented for approval.

Section 2. RECORD OF AMENDMENTS

Any amendment or alteration in these Bylaws shall be forthwith filed with the original Bylaws of the Corporation in the records of the Corporation.

Section 3. REVIEW

The organizational and governing instruments of the Corporation, including these Bylaws, any key or material financial transactions, and all compensation policies and procedures, shall be reviewed not less frequently than every five (5) years by the full Board of Directors to insure their continuing completeness and applicability and the compliance of such instruments, transactions, policies and procedures with all applicable law and the Corporation's mission and charitable purpose. A written record of such review will be maintained, and placed with the other records of the Corporation.

## SECRETARY'S CERTIFICATE

This is to certify that the foregoing Amended and Restated Bylaws, consisting of 19 pages, were duly adopted by the Board of Directors on [ ] and became effective, except as otherwise provided in the resolution adopting the same, on [ ] .

DATE: _____, 2022

_____
Kevin Kroeker, Secretary

# EXHIBIT 2.1(b)(i)

## Restated CareOregon Articles

See attached.

# THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF CAREOREGON, INC.

**(An Oregon Nonprofit Public Benefit Corporation)**

These Third Amended and Restated Articles of Incorporation ("Articles") supersede the Second Restated Articles of Incorporation and any and all amendments thereto.

## ARTICLE I
## NAME AND DURATION

The name of the corporation is CareOregon, Inc. (the "Corporation"), and its duration shall be perpetual.

## ARTICLE II
## TYPE OF CORPORATION

The Corporation is a public benefit corporation.

## ARTICLE III
## PURPOSES

The Corporation is organized and operated exclusively for charitable, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future federal income tax laws (the "Code").

The specific and primary purpose of the Corporation shall be to provide and improve health care and the health of the population it serves in the State of Oregon.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code. The Corporation shall have the power to do all lawful acts necessary or desirable to carry out its purposes consistent with these Articles, the provisions of the Oregon Nonprofit Act (the "Act") and Section 501(c)(3) of the Code.

## ARTICLE IV
## REGISTERED OFFICE AND REGISTERED AGENT

The address of the registered office of the Corporation is 315 SW Fifth Avenue, Portland, Oregon 97204, and the name of the registered agent of the Corporation at such address is Eric C. Hunter. The registered agent has consented to the appointment.

## ARTICLE V
## MAILING ADDRESS AND PRINCIPAL PLACE OF BUSINESS ADDRESS

The mailing address of the Corporation for notices is 315 SW Fifth Avenue, Portland, Oregon 97204. The physical address of the Corporation is 315 SW Fifth Avenue, Portland, Oregon 97204.

## ARTICLE VI
## MEMBERS

The Corporation will have members.

## ARTICLE VII
## MANAGEMENT AND DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors (the "Board") as provided by law, these Articles, and the Bylaws of the Corporation.

The number of voting directors constituting the Board of the Corporation, and the manner of their election, shall be established in the Bylaws of the Corporation.

## ARTICLE VIII
## INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. **Indemnification**. The Corporation shall indemnify to the fullest extent not prohibited by law any Person who was or is a party or is threatened to be made a party to any Proceeding against all expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the Person in connection with such Proceeding.

B. **Advancement of Expenses**. Expenses incurred by a Person in defending a Proceeding shall in all cases be paid by the Corporation in advance of the final disposition of such Proceeding at the written request of such Person, if the Person:

1. furnishes the Corporation a written affirmation of the Person's good faith belief that such Person has met the standard of conduct described in the Act or is entitled to be indemnified by the Corporation under any other indemnification rights granted by the Corporation to such Person; and

2. furnishes the Corporation a written undertaking to repay such advance to the extent it is ultimately determined by a court that such Person is not entitled to be indemnified

by the Corporation under this Article VIII or under any other indemnification rights granted by the Corporation to such Person.

Such advances shall be made without regard to the Person's ability to repay such advances and without regard to the Person's ultimate entitlement to indemnification under this Article VIII or otherwise.

C. **Definitions**.

1. The term "**Proceeding**" means any threatened, pending, or completed action, suit, or proceeding, whether brought in the right of the Corporation or otherwise and whether of a civil, criminal, administrative, or investigative nature, in which an individual may be or may have been involved as a party or otherwise by reason of the fact that the individual is or was a director or officer of the Corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Corporation, or is or was serving at the request of the Corporation as a director, officer, or fiduciary of an employee benefit plan of another Corporation, partnership, joint venture, trust, or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification or advancement of expenses can be provided under this Article VIII.

2. The term "**Person**" means any individual serving in a capacity described above in the definition of Proceeding.

D. **Non-Exclusivity and Continuity of Rights**. This Article VIII: (i) shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, agreement, general or specific action of the Board, both as to action in the official capacity of the Person indemnified and as to action in another capacity while holding office, (ii) shall continue as to a Person who has ceased to be a director or officer, (iii) shall inure to the benefit of the heirs, executors, and administrators of such Person, and (iv) shall extend to all claims for indemnification or advancement of expenses made after the adoption of this Article VIII.

E. **Amendments**. Any repeal of this Article VIII shall only be prospective and no repeal or modification of these Articles shall adversely affect the rights under this Article VIII in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any Proceeding.

## ARTICLE IX
## NO LIABILITY FOR DIRECTORS

No director of the Corporation shall be personally liable to the Corporation for monetary damages for conduct as a director; provided that this Article IX shall not eliminate the liability of a director for any act or omission for which such elimination of liability is not permitted under the Act. No amendment to the Act that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of a director for any act or omission that occurs prior to the effective date of such amendment.

## ARTICLE X
## AMENDMENTS

Except to the extent otherwise required in these Articles, the authority to make, alter, amend or repeal these Articles or the Bylaws of the Corporation is vested exclusively in the Board and may only be exercised upon the affirmative vote of two-thirds (2/3) of the Board then in office, at any duly held meeting at which a quorum of three-fourths (3/4) of the directors are present; *provided, however*, that any amendment is subject to approval of the member in accordance with the Corporation's Bylaws. Proposed amendments must be delivered to all directors in writing at least fifteen (15) days prior to the date of the meeting of the Board at which the amendments will be presented for approval.

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## ARTICLE XI
## DISSOLUTION

Upon the dissolution or liquidation of the Corporation, the assets of the Corporation shall be applied and distributed consistent with the requirements of the Act, and as follows:

(1) All liabilities and obligations of the Corporation shall be paid, satisfied and discharged or adequate provision shall be made therefor;

(2) Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and

(3) Any remaining assets shall be distributed as determined by the affirmative vote of a majority of the directors entitled to vote in respect thereof, provided, however, that (i) the assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or (ii) the assets shall be distributed to an eligible government body or an organization that is recognized as exempt under Section 501(c)(3) of the Code, in each case for the purpose of providing and improving health care and the health of the population the Corporation serves. Any such assets not so disposed of shall be disposed of by the court of appropriate jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as the court shall determine, which are organized and operated exclusively for such purposes.

# EXHIBIT 2.1(b)(ii)

## Restated CareOregon Bylaws

See attached.

# AMENDED AND RESTATED BYLAWS
# OF
# CAREOREGON, INC.

## ([EFFECTIVE DATE])

## ARTICLE I
## ADOPTION, PURPOSES AND POWERS

1.1 Adoption. This corporation (the "**Corporation**") has adopted these Amended and Restated Bylaws pursuant to the terms of the Affiliation Agreement, dated December __, 2022 by, and between HealthRight Group, a nonprofit public benefit corporation organized under the laws of the State of California, formerly known as SCAN Group ("**HealthRight Group**" or the "**Member**"), and the Corporation (the "**Affiliation Agreement**").

1.2 Purposes and Powers.

The purposes for which the Corporation is formed shall be as provided in its Articles of Incorporation. The Corporation shall have all statutory powers.

## ARTICLE II
## NAME, OFFICES AND SEALS

2.1 Name. The name of the Corporation shall be CareOregon, Inc. The Corporation is a nonprofit public benefit corporation organized under the Oregon Nonprofit Corporation Act, ORS Chapter 65 (as amended from time to time, and including any successor statute, the "**Act**"), exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), or the corresponding provisions of any future federal income tax laws.

2.2 Offices. The principal office for the transaction of the business of the Corporation shall be established by the Corporation's Board of Directors (the "**Board of Directors**") in the State of Oregon. The Corporation also may have another office or offices within or without the State of Oregon, as the Board of Directors may from time to time establish.

2.3 Seal. A corporate seal is not required on any instrument executed for the Corporation. If a corporate seal is used, it shall have inscribed thereon the words "CareOregon, Inc."

## ARTICLE III
## MEMBER

3.1 Sole Member. As required by the Affiliation Agreement, the sole member of the Corporation shall be HealthRight Group, which is exempt from federal income tax under Section 501(c)(3) of the Code (the "**Member**"). The Member shall not be liable for the acts, debts, liabilities or obligations of the Corporation merely by reason of being a member.

3.2 Transfer of Membership. The Member's membership interest in the Corporation may not be assigned or encumbered in any manner whatsoever, voluntarily, involuntarily or by operation of law, absent approval by the Board of Directors of the Corporation. Any purported or attempted assignment or encumbrance of the Member's membership interest shall be void and shall be grounds for termination of the membership. For the avoidance of doubt, a change in control involving the Member, or a merger or consolidation of the Member, shall not constitute an assignment or encumbrance of the Member's membership interest for the purpose of this Section 3.2.

3.3 Dues and Assessments. There shall be no membership fees, dues or assessments of the Member.

3.4 Meetings of the Member. An annual meeting of the Member shall be held at a date, place, and time to be designated by the Board of Directors of the Corporation. Special meetings of the Member shall be held upon the call of the Member Board or upon the call of the Board of Directors of the Corporation. Notice of a meeting of the Member shall be given in accordance with the notice provisions of the Member's bylaws.

3.5 Manner of Action by the Member.

3.5.1 The Member shall act by vote or written consent of the board of directors of the Member ("**Member Board**") subject only to limitations or requirements imposed by the Articles of Incorporation and Bylaws of the Member and applicable law. Neither the Member nor the Member Board may delegate its authority under these Bylaws to a standing board committee of the Member Board or any other Person. Neither the Member nor the Member Board may grant a proxy with respect to any matters in the Articles of Incorporation or these Bylaws requiring the prior approval of the Member or the Member Board. For purposes of these Bylaws, "**Person**" means any individual, corporation, general or limited partnership, firm, joint venture, association, enterprise, joint stock company, trust, unincorporated organization or other entity.

3.5.2 The vote, written consent or other action of the Member shall be evidenced by the minutes of the meetings or other action (e.g. unanimous written consent) of the Member Board, and the Corporation shall be entitled to rely upon, a certificate of the Secretary or Chief Executive Officer of the Member stating (i) the actions taken by the Member through the Member Board, (ii) that such actions were taken in accordance with the Articles of Incorporation and Bylaws of the Member, and (iii) the authorization of the Member for such certification.

3.5.3 Requests for Member action by the Corporation may be made through the Chief Executive Officer of the Member or such other person as the Member Board shall designate by notice to the Corporation or upon a call for a special meeting of the Member by the Board of Directors of the Corporation.

3.6 Reserve Powers of the Member with Respect to the Corporation. Notwithstanding anything to the contrary herein, the following actions and decisions with respect to the Corporation (the "**Corporation Reserve Powers**") shall require the prior approval of the Member

through action of the Member Board in addition to any other approvals required by the Corporation's Articles of Incorporation or these Bylaws:

3.6.1 Appointment of the members of the Board of Directors of the Corporation by the Member; *provided, however*, that (i) with respect to such appointment, each candidate shall first be nominated by the Governance and Operational Excellence Committee of the Board of Directors of the Corporation and approved by the Board of Directors of the Corporation. For the avoidance of doubt, if the Member rejects a nominee for the Board of Directors of the Corporation, including at the end of the term of any current director, the Governance and Operational Excellence Committee of the Board of Directors of the Corporation shall nominate and approve a different candidate in accordance with the process described above, and the position will be or remain vacant until a candidate is approved by the Member in accordance with such process.

3.6.2 Approval and removal of the Chief Executive Officer of the Corporation; *provided, however,* that (i) with respect to such approval, each candidate shall first be approved by the Board of Directors of the Corporation after review of candidates in consultation with the Member Board and management of the Member, and (ii) removal of the Chief Executive Officer shall only be after such removal is recommended and approved by the Board of Directors of the Corporation after consultation with the Member Board and management of the Member.

3.6.3 Authorization and approval of amendments to these Bylaws and the Articles of Incorporation, *provided, however*, that prior to such authorization and approval (i) any amendment to these Bylaws or the Corporation's Articles of Incorporation shall first be recommended and approved by the Board of Directors of the Corporation, and (ii) in each case, approval of any amendment shall be subject to requirements under applicable law and any requirements under these Bylaws or the Corporation's Articles of Incorporation.

3.6.4 Authorization and approval of any sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation, or of any merger, consolidation or non-judicial dissolution of the Corporation, in each case subject to approval by the Board of Directors of the Corporation.

3.6.5 Approval of the operating and capital budgets for the Corporation, as applicable, including any material amendments or modifications thereto or any material deviations therefrom, in each case subject to approval of the Board of Directors of the Corporation.

3.6.6 Authorization and approval of the creation of any new legal entities, entry into any new lines of business or change in the core purpose by the Corporation in each case subject to approval of the Board of Directors of the Corporation.

3.6.7 Approval of material related party agreements, material distributions or capital transfers, material third party investments, and initiation or settlement of material litigation or administrative proceedings involving material reputational risk by the Corporation.

3.6.8 Approval of material encumbrances of property, incurrence of any debt in excess of an amount equal to one percent (1.0%) of the annual consolidated revenue of the Corporation and its Affiliates, material loans to third parties, and issuance of guarantees for debt (other than ordinary course trade payables) by the Corporation, in each case subject to approval of the Board of Directors of the Corporation. For purposes of these bylaws, "**Affiliate**" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person. For the purposes of this definition, "control" means the power to direct or cause the direction of management or policies of such Person, whether through corporate membership, the ownership of voting securities, by contract or otherwise.

3.7 Reserve Powers Related to Jackson Care Connect CCO and Columbia Pacific CCO. The Corporation is the sole member of Jackson Care Connect CCO, LLC, an Oregon limited liability company, and Columbia Pacific CCO, LLC, an Oregon limited liability company (each a "**Subsidiary CCO**") and holds certain rights and powers with respect to the Subsidiary CCOs as the sole member thereof under the articles of organization and operating agreements of the Subsidiary CCOs (the "**CCO Reserve Powers**"). The exercise of any CCO Reserve Powers by the Corporation shall require the prior approval of the Member in each case in which a CCO Reserve Power to be exercised is, in all material respects, the same as any Corporation Reserve Powers described in Sections 3.6.3 through 3.6.8 of these Bylaws, if applied with respect to the Corporation. In addition, any amendment, modification, or waiver of the CCO Reserve Powers shall require the prior approval of the Member.

3.8 Reserve Powers Relating to Other Affiliates of Corporation. In the case of any Affiliate of the Corporation that existed immediately prior to the Closing, as such term is defined in the Affiliation Agreement, other than Health Plan of CareOregon and the Subsidiary CCOs (each an, "**Other Affiliate**"), the Corporation shall not exercise any rights or powers that it may have with respect to such Other Affiliates under the terms of the articles of incorporation, articles of organization, bylaws, operating agreements or similar governance documents of such other Affiliates (the "**Other Affiliate Reserve Powers**"), including, without limitation, as the manager of such Other Affiliate, without the prior approval of the Member, if the matter to which such right or power is to be exercised by the Corporation, with respect to the Other Affiliate, would require the approval of the Member pursuant to a Corporation Reserve Power described in Sections 3.6.3 through 3.6.8 of these Bylaws if the matter arose with respect to the Corporation. Further, any amendment, modification, or waiver of the Other Affiliate Reserve Powers shall require the prior approval of the Member.

3.9 Additional Reserve Power Provisions. Other than the Corporation Reserve Powers enumerated in Section 3.6, the CCO Reserve Powers enumerated in Section 3.7 and the Other Affiliate Reserve Powers enumerated in Section 3.8, or as otherwise expressly provided in these Bylaws, the Member shall have no other approval, consent or other rights with respect to the Corporation or any of its Affiliates in its capacity as the member of the Corporation. For the avoidance of doubt, the Corporation Reserve Powers set forth in Section 3.6, the CCO Reserve Powers set forth in Section 3.7 and the Other Affiliates Reserve Powers in Section 3.8 of these Bylaws shall not be construed to amend in any way the current reserve powers or other rights held by the Corporation with respect to any Affiliate of the Corporation.

## ARTICLE IV
## BOARD OF DIRECTORS

4.1 Powers. The Board of Directors shall exercise, or delegate or otherwise authorize the exercise of, all corporate powers and shall direct the management of the Corporation's affairs, subject to any limitation set forth in the Articles of Incorporation, these Bylaws, or the Act. The Board of Directors shall retain authority over an exercise of corporate powers that the Board of Directors delegates or authorizes under this Section 4.1.

4.2 Number of Directors. The number of directors of the Corporation shall be at least seven (7) and no more than fifteen (15). The Board of Directors may fix or change from time to time the number of directors within such minimum and maximum number. The President and Chief Executive Officer of the Corporation shall be an *ex officio* voting member of the Board of Directors.

4.3 Election of Directors; Qualifications. Directors shall be elected by the Member at the Annual Meeting of the Member, or at such other times as candidates are nominated by the Governance and Operational Excellence Committee and approved by the Board of Directors of the Corporation, in each case in accordance with Section 3.6.1 of these Bylaws. The Board of Directors will have, in the aggregate, expertise in the areas of health care, public health, insurance, finance, law, general management, public affairs and consumer affairs, in order to assure appropriate direction and governance of the Corporation.

4.4 Term; Staggered Terms. Directors, with the exception of any *ex officio* director, shall not be eligible to serve more than twelve (12) consecutive years, or four (4) consecutive three (3) year terms, except (i) that a director who has served more than twelve (12) consecutive years may be elected by the Member to a single additional term of one (1), two (2) or three (3) years upon the recommendation of the Chair of the Governance and Operational Excellence Committee, to be made in consultation with the Board Chair and the President and Chief Executive Officer of the Corporation, and (ii) that a director who has served for twelve (12) consecutive years may continue to serve out his or her then current term (for one (1) or two (2) additional years) if the end of his or her twelfth ($12^{th}$) consecutive year of service does not coincide with the end of his or her then current three year term as a director.

4.5 Resignations. Any director may resign at any time by giving written notice to the President and Chief Executive Officer, the Board Chair, or the Board of Directors. The notice shall set forth the effective date of the resignation. Resignation as a director of the Corporation shall also constitute a resignation as a member of all committees of the Board of Directors. The President and Chief Executive Officer shall be deemed to immediately resign as a director upon ceasing to be the President and Chief Executive Officer.

4.6 Removal. An elected director may be removed with or without Cause by the vote of a majority of the directors then in office. No motion to remove a director shall be presented at any meeting of the Board of Directors unless it was specified in the notice or waiver of notice of such meeting. Following consultation with the Board Chair, the Member may remove a director for "**Cause**" if the director has been declared of unsound mind by a final order of court, convicted of a felony, debarred from participation in federal health care programs, or been found by a final

order or judgment of any court to have breached any duty under Section 65.357 of the Act. Any director who misses one-half of the duly called, noticed and held meetings of the Board of Directors without prior approval in any 12-month period shall be deemed to have resigned unless such director conduct is formally excused by the action of a majority of the remaining members of the Board of Directors.

4.7 Meetings of the Board of Directors.

4.7.1 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Corporation or at such other place as may be designated for that purpose from time to time by the Board of Directors.

4.7.2 Annual Meeting. The annual meeting of the Board of Directors shall be held each year at such time and place as designated by the Board of Directors. Unless otherwise required by the Act, the Articles of Incorporation or these Bylaws, no notice of the annual meeting of the Board of Directors need be given if the Board of Directors has so fixed the time and place of such meeting.

4.7.3 Regular Meetings. The Board of Directors shall hold regular meetings at least quarterly at such times and places as designated by the Board of Directors. Unless otherwise required by the Act, the Articles of Incorporation or these Bylaws, no notice of any regular meeting of the Board of Directors need be given if the Board of Directors has so fixed the time and place of such meetings.

4.7.4 Special Meetings. Special meetings of the Board of Directors may be called for any purpose at any time by the President and Chief Executive Officer, the Board Chair, the Executive Committee, if any, or any three (3) directors, or by the Member. Notice of any special meeting of the Board of Directors shall be given at least two (2) days before the meeting. Unless otherwise required by the Act, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4.7.5 Effective Date of Notice of Meetings. Notice of a meeting of the Board of Directors delivered orally is effective when communicated if communicated in a comprehensible manner. Notice of a meeting of the Board of Directors delivered by electronic mail or other means of electronic transmission is effective when transmitted to the director's address or number shown in the Corporation's records. Notice of a meeting of the Board of Directors delivered by mail is effective five (5) days from when postmarked when mailed by United States mail correctly addressed at the director's address and with first class postage affixed.

4.7.6 Waiver of Notice for a Meeting of the Board of Directors. Any director may at any time waive notice of any meeting of the Board of Directors. Except as provided in the next sentence, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business and at the

beginning of the meeting (or promptly upon the director's arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting.

4.7.7 Participation in Meetings by Conference Telephone, Videoconference or Other Means. Directors may participate in a meeting of the Board of Directors, or any committee of the Board of Directors, through the use of conference telephone, videoconference, or other similar communications, as long as all directors participating in such meeting can simultaneously communicate during the meeting. A director's participation in a meeting by telephone, videoconference, or other similar communications shall constitute that director's presence in person at such meeting for all purposes, including determining whether a quorum exists.

4.7.8 Assent to Actions Taken. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless:

4.7.8.1 The director objects at the beginning of the meeting (or promptly upon the director's arrival) to holding it or transacting business at the meeting;

4.7.8.2 The director's dissent or abstention from the action taken is entered in the minutes of the meeting; or

4.7.8.3 The director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.7.9 Quorum and Manner of Acting. A majority of the directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws. The Board Chair shall have the right to vote on all matters. Proxy voting by directors is not permitted.

4.7.10 Directors' Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if all the directors take the action, each one signs a written consent describing the action taken, and the consents are filed with the records of the Corporation. Action taken by consent is effective when the last director signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be so described in any document. For purposes of this Section 4.7.10, "written" includes a communication that is transmitted or received by facsimile, electronic mail or any other means of electronic transmission permitted by the Act. For purposes of this Section 4.7.10, "sign" includes an "electronic signature" as defined by the Act.

4.7.11 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

4.8 Directors' Compensation. The directors of the Corporation may receive reasonable compensation for being a director in an amount determined from time to time by the Board of Directors following consideration of advice from compensation consultants. The Board of Directors may authorize reimbursement of reasonable expenses incurred by directors in connection with their attendance at meetings of the Board of Directors, any board of directors of any Affiliate, or any committee of the Board of Directors or any board of directors or similar governing body of any Affiliate, or with respect to other activities performed by directors in connection with their services to the Corporation.

## ARTICLE V
## OFFICERS OF THE BOARD AND THE CORPORATION

5.1 Officers of the Board. The officers of the Board shall be the Board Chair, a Vice Chair, and such other officers of the Board as the Board of Directors shall from time to time deem advisable. Each officer of the Board shall be a member of the Board of Directors at the time of his or her election and during his or her term of office.

5.2 Officers of the Corporation. The officers of the Corporation shall be a President and Chief Executive Officer; a Secretary; a Treasurer, who shall also be the Chief Financial Officer unless otherwise determined by the Board; a Chief Medical Officer; and such other officers of the Corporation as the Board of Directors shall from time to time deem advisable. Officers of the Corporation are not required to be members of the Board of Directors. An individual may hold more than one office.

5.3 Election, Term, Resignation, Removal, Vacancy.

5.3.1 The Board Chair and other Board and corporate officers shall be elected for one (1) year terms by the Board of Directors at its annual meeting. There shall be no term limits and no automatic progression through officer positions.

5.3.2 Each officer of the Board and officer of the Corporation shall hold office at the pleasure of the Board (but removal shall not affect the rights, if any, of any officer under any contract of employment) and until his or her successor shall be elected and qualified.

5.3.3 The resignation or removal of any officer shall automatically terminate his or her position as an officer. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled for the unexpired term at any meeting of the Board of Directors.

5.4 Other Officers. The Board of Directors may elect or authorize the appointment of officers other than those mentioned above as the business of the Corporation may require, each of whom shall hold office for such period and shall have such authority and perform such duties as the Board of Directors may from time to time prescribe.

5.5 Board Chair and Vice Chair. The Board Chair, or in his or her absence, the Vice Chair, shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors.

5.6 President and Chief Executive Officer.

5.6.1 The hiring and initial election of the President and Chief Executive Officer shall require the approval of the Board of Directors of the Corporation and the Member in consultation with the Chief Executive Officer of the Member. Subsequent elections of the President and Chief Executive Officer shall require the approval of the Board of Directors of the Corporation and the Member. The Board of Directors shall be responsible for setting the annual goals of the President and Chief Executive Officer and performing annual reviews of the President and Chief Executive Officer. The compensation of the President and Chief Executive Officer shall be determined and approved by the Member Board in consultation with the Board of Directors of the Corporation.

5.6.2 Subject to the control of the Board of Directors, the President and Chief Executive Officer shall have general supervision, direction and control of the business and affairs of the Corporation. He or she shall be an ex officio, non-voting advisory member of all committees of the Board of Directors to which he or she has not been appointed as a voting member, and shall have the general powers and duties of management usually vested in the office of President of a corporation, as well as such other powers and duties as may be prescribed by the Board of Directors and these Bylaws. The President and Chief Executive Officer shall provide regular reports to the Board of Directors on the activities of the Corporation, and shall provide at least quarterly financial reports and annual audited financial reports to the Board of Directors.

5.7 Secretary. The Secretary shall keep, or cause to be kept, at the principal office of the Corporation, the original or a copy of the Articles of Incorporation and Bylaws, as amended. The Secretary also shall keep, or cause to be kept at the principal office, or at such other place as the Board of Directors may order, a book of minutes of all meetings of the directors. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors required by these Bylaws or law, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 Treasurer and Chief Financial Officer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receivables, payables, profits and losses. The books of account shall at all times be open to inspection by any director. The Treasurer shall use such depositories as may be designated by the Board of Directors or the Treasurer and Chief Executive Officer if the selection of depositories is delegated to such officers

by the Board of Directors. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board of Directors and these Bylaws.

5.9 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the Chief Executive Officer, or the Board Chair. Any such resignation shall take effect on the date of receipt of such notice or any later time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

5.10 Removal. With the exception of the President and the Chief Executive Officer, any officer elected or appointed may be removed, with or without cause, by the Board of Directors whenever in their judgment the best interests of the Corporation will be served thereby, provided, however, that the President and Chief Executive Officer may be removed by the Chief Executive Officer of the Member following consultation with the Board of Directors of the Corporation. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

5.11 Vacancies. Any vacancy in any office shall be filled as they occur and not on an annual basis. Should a vacancy occur in any office, the Board of Directors may delegate the powers and duties of such office to any officer or director until such time as a successor officer has been elected or appointed, but only with the approval of the Member in the case of the President and Chief Executive Officer.

## ARTICLE VI
## COMMITTEES

6.1 Creation of Committees. The Board of Directors may create such committees as it deems appropriate or necessary and shall define the duties of such committees. The Board of Directors shall appoint directors to each committee or shall designate a method of selecting committee members. Any committee having authority of the Board of Directors shall consist of two (2) or more directors who serve at the pleasure of the Board of Directors. The Board of Directors shall retain the right to limit the powers and duties of any committee that it has created and to disband any such committees in its sole discretion.

6.2 Powers and Authority of Committees. The Board of Directors may delegate to any committee having the authority of the Board of Directors any of the powers and authority of the Board of Directors in the management of the business and affairs of this Corporation; provided, however, that no committee may: (a) authorize distributions (as defined by the Act); (b) approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of this Corporation's assets; (c) elect, appoint, or remove directors or fill vacancies on the Board of Directors or on any of its committees; or (d) adopt, amend or repeal the Articles of Incorporation, the Bylaws, or any resolution of the Board of Directors.

6.3 Governance and Operational Excellence Committee. Without limiting the foregoing, the Board of Directors shall continue to maintain a "**Governance and Operational Excellence Committee**," whose voting members shall consist solely of members of the Board of Directors of the Corporation, and for the three (3) year period following the Closing, as such term is defined in the Affiliation Agreement, shall include at least one (1) member of the Board of

Directors of the Corporation who is also serving as a member of the Member Board. The duties of the Governance and Operational Excellence Committee shall include, among other matters set forth in the committee charter, recruiting, reviewing, nominating and recommending candidates for election to the Board of Directors of the Corporation or to fill vacancies on the Board of Directors of the Corporation.

## ARTICLE VII
## GENERAL PROVISIONS

7.1 Checks, Drafts, Etc. All checks, drafts and other orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the Corporation, and any and all securities owned or held by the Corporation requiring signatures for transfer, shall be signed or endorsed by such persons and in such manner as from time to time shall be determined by the Board of Directors.

7.2 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

7.3 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the Member if otherwise required by these Bylaws. Such authority may be general or confined to specific instances.

7.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select. This selection may be delegated to the Treasurer and Chief Executive Officer.

7.5 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

7.6 Political Activities. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

## ARTICLE VIII
## INDEMNIFICATION

8.1 Indemnity. The Corporation shall indemnify its directors and officers to the fullest extent not prohibited by law and in accordance with the Articles of Incorporation.

8.2 Indemnification of Agents, and Employees Who Are Not Directors or Officers. Unless otherwise provided in the Articles of Incorporation, the Board of Directors may cause the Corporation to indemnify and advance expenses to any employee or agent of the Corporation,

who is not a director or officer of the Corporation, to any extent consistent with public policy, as determined by the general or specific action of the Board of Directors.

8.3 Insurance. The Board of Directors may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, agent, or employee of the corporation, or a fiduciary with respect to any employee benefit plan of the Corporation, or is or was serving at the request of the Corporation as a director, officer, agent, or employee, or a fiduciary of an employee benefit plan, of another corporation, or as its representative in a partnership, joint venture, trust, limited liability company, or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

## ARTICLE IX
## CONFLICTS OF INTEREST

The Board of Directors shall adopt and enforce a policy on conflicts of interest and self-dealing that requires the disclosure by all directors, officers, and other persons in a position to influence corporate decisions of actual and potential conflicts of interest and that will ensure that no person holding such a position will be permitted to vote on any issue, motion, or resolution that directly or indirectly inures to his or her benefit financially or with respect to which he or she shall have any other conflict of interest, except as expressly permitted by such policy. Further, such individual may be counted in order to qualify a quorum and, except as the Board of Directors may otherwise direct, may participate in the discussion of such an issue, motion or resolution if he or she first discloses the nature of his or her interest.

## ARTICLE X
## DISSOLUTION

Upon the dissolution or liquidation of the Corporation, the assets of the Corporation shall be distributed according to the Articles of Incorporation.

## ARTICLE XI
## AMENDMENTS

The authority to make, alter, amend or repeal these Bylaws is vested in the Board of Directors and may only be exercised upon the affirmative vote of a two-thirds (2/3) of the Board of Directors then in office, at any duly held meeting at which three-fourths (3/4) of the directors are present, *provided, however*, that any amendment is subject to approval of the Member in accordance with Section 3.6.3 of these Bylaws. Proposed amendments must be delivered to all directors in writing at least fifteen (15) days prior to the date of the meeting of the Board of Directors at which the amendments will be presented for approval.

## CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of CareOregon, Inc., an Oregon nonprofit public benefit corporation; and

2. That the foregoing Bylaws, consisting of [thirteen (13)] pages, this page included, constitute the Amended and Restated Bylaws of the Corporation as duly adopted by the Board of Directors.

IN WITNESS WHEREOF, I have executed this Certificate as of [].

By: _____

Name: _____

Title: Secretary

# EXHIBIT 2.2(a)

## Amended Bylaws of Health Plan of CareOregon

See attached.

# AMENDED AND RESTATED BYLAWS OF

# HEALTH PLAN OF CAREOREGON, INC.

# (EFFECTIVE DATE)

## ARTICLE I
## ADOPTION, PURPOSES AND POWERS

1.1 Adoption. This corporation (the "**Corporation**") has adopted these Amended and Restated Bylaws pursuant to the terms of the Affiliation Agreement, dated December __, 2022 (the "**Affiliation Agreement**"), by and between HealthRight Group, a nonprofit public benefit corporation organized under the laws of the State of California, formerly known as SCAN Group ("**HealthRight Group**"), and CareOregon, Inc., an Oregon public benefit corporation and the sole member of the Corporation (referred to herein as "**CareOregon**" or the "**Member**").

1.2 Purpose and Powers. The purposes for which the Corporation is formed shall be as provided in its Articles of Incorporation. The Corporation shall have all statutory powers.

## ARTICLE II
## NAME, OFFICES AND SEALS

2.1 Name. The name of the Corporation shall be Health Plan of CareOregon, Inc. The Corporation is a nonprofit public benefit corporation organized under the Oregon Nonprofit Corporation Act, ORS Chapter 65 (as amended from time to time, and including any successor statute, the "Act"), exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), or the corresponding provisions of any future federal income tax laws.

2.2 Offices. The principal office for the transaction of the business of the Corporation shall be established by the Corporation's Board of Directors (the "**Board of Directors**") in the State of Oregon. The Corporation also may have another office or offices within or without the State of Oregon, as the Board of Directors may from time to time establish.

2.3 Seal. A corporate seal is not required on any instrument executed for the Corporation. If a corporate seal is used, it shall have inscribed thereon the words "Health Plan of CareOregon, Inc."

## ARTICLE III
## MEMBER

3.1 Sole Member. The sole member of the Corporation shall be CareOregon, which is exempt from federal income tax under Section 501(c)(3) of the Code. The Member shall not be liable for the acts, debts, liabilities, or obligations of the Corporation merely by reason of being a member.

3.2 Transfer of Membership. The Member's membership interest in the Corporation may not be assigned or encumbered in any manner whatsoever, voluntarily, involuntarily or by operation

of law, absent approval by the Board of Directors of the Corporation. Any purported or attempted assignment or encumbrance of the Member's membership interest shall be void and shall be grounds for termination of the membership. For the avoidance of doubt, a change in control involving the Member, or a merger or consolidation of the Member, shall not constitute an assignment or encumbrance of the Member's membership interest for the purpose of this Section 3.2.

3.3 Dues and Assessments. There shall be no membership fees, dues or assessments of the Member.

3.4 Meetings of the Member. An annual meeting of the Member shall be held at a date, place, and time to be designated by the Board of Directors of the Corporation. Special meetings of the Member shall be held upon the call of the Member Board or upon the call of the Board of Directors of the Corporation. Notice of a meeting of the Member shall be given in accordance with the notice provisions of the Member's bylaws.

3.5 Manner of Action by the Member.

3.5.1 The Member shall act by vote or written consent of the board of directors of the Member ("**Member Board**") subject only to limitations or requirements imposed by the Articles of Incorporation and Bylaws of the Member and applicable law. Neither the Member nor the Member Board may delegate its authority under these Bylaws to a standing board committee of the Member Board or any other Person. Neither the Member nor the Member Board may grant a proxy with respect to any matters in the Articles of Incorporation or these Bylaws requiring the prior approval of the Member or the Member Board. For purposes of these Bylaws, "**Person**" means any individual, corporation, general or limited partnership, firm, joint venture, association, enterprise, joint stock company, trust, unincorporated organization or other entity.

3.5.2 The vote, written consent or other action of the Member shall be evidenced by the minutes of the meetings or other action (e.g. unanimous written consent) of the Member Board, and the Corporation shall be entitled to rely upon, a certificate of the Secretary or President and Chief Executive Officer of the Member stating (i) the actions taken by the Member through the Member Board, (ii) that such actions were taken in accordance with the Articles of Incorporation and Bylaws of the Member, and (iii) the authorization of the Member for such certification.

3.5.3 Requests for Member action by the Corporation may be made through the President and Chief Executive Officer of the Member or such other person as the Member Board shall designate by notice to the Corporation or upon a call for a special meeting of the Member by the Board of Directors of the Corporation.

3.6 Reserve Powers of the Member with Respect to the Corporation. Notwithstanding anything to the contrary herein, the following actions and decisions with respect to the Corporation (the "**Corporation Reserve Powers**") shall require the prior approval of the Member through action

of the Member Board in addition to any other approvals required by the Corporation's Articles of Incorporation or these Bylaws:

3.6.1 Appointment of the members of the Board of Directors of the Corporation by the Member Board; *provided, however*, that with respect to such appointment, each candidate shall first be nominated by the Governance and Operational Excellence Committee (or similar committee) of the Member Board.

3.6.2 Approval and removal of the President Chief Executive Officer of the Corporation; *provided, however,* that (i) with respect to such approval, each candidate shall first be approved by the Board of Directors of the Corporation after review of candidates in consultation with the Member Board, and (ii) removal of the President and Chief Executive Officer shall only be after such removal is recommended and approved by the Board of Directors of the Corporation after consultation with the Member Board.

3.6.3 Authorization and approval of amendments to these Bylaws and the Articles of Incorporation, *provided, however*, that prior to such authorization and approval (i) any amendment to these Bylaws or the Corporation's Articles of Incorporation shall first be recommended and approved by the Board of Directors of the Corporation, and (ii) in each case, approval of any amendment shall be subject to requirements under applicable law and any requirements under these Bylaws or the Corporation's Articles of Incorporation.

3.6.4 Authorization and approval of any sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation, or of any merger, consolidation or non-judicial dissolution of the Corporation, in each case subject to approval by the Board of Directors of the Corporation.

3.6.5 Approval of the operating and capital budgets for the Corporation, as applicable, including any material amendments or modifications thereto or any material deviations therefrom, in each case subject to approval of the Board of Directors of the Corporation.

3.6.6 Authorization and approval of the creation of any new legal entities, entry into any new lines of business or change in the core purpose by the Corporation in each case subject to approval of the Board of Directors of the Corporation.

3.6.7 Approval of material related party agreements, material distributions or capital transfers, material third party investments, and initiation or settlement of material litigation or administrative proceedings involving material reputational risk by the Corporation.

3.6.8 Approval of material encumbrances of property, incurrence of any debt in excess of an amount equal to one percent (1.0%) of the annual consolidated revenue of the Corporation and its Affiliates, material loans to third parties, and issuance of guarantees for debt (other than ordinary course trade payables) by the Corporation, in each case subject to approval of the Board of Directors of the Corporation. For purposes of these bylaws,

"**Affiliate**" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person. For the purposes of this definition, "control" means the power to direct or cause the direction of management or policies of such Person, whether through corporate membership, the ownership of voting securities, by contract or otherwise.

3.7 HealthRight Group Reserve Powers. HealthRight Group is the sole member of the Member. Pursuant to the terms of the Affiliation Agreement, the Corporation Reserve Powers described in Sections 3.6.3 through 3.6.8 of these Bylaws (the "**HealthRight Group Reserve Powers**") shall require the prior approval of HealthRight Group through action of the board of directors of HealthRight Group ("**HealthRight Group Board**"), in a manner consistent with approval by the Member Board pursuant to Section 3.5 hereof, and in addition to any other approvals required by the Corporation's Articles of Incorporation or these Bylaws. In addition, any amendment, modification, or waiver of the HealthRight Group Reserve Powers shall require the prior approval of HealthRight Group Board.

3.8 Additional Reserve Power Provisions. Other than the Corporation Reserve Powers enumerated in Section 3.6 and the HealthRight Group Reserve Powers enumerated in Section 3.7, neither the Member nor HealthRight Group, as applicable, shall have any approval, consent or other rights with respect to the Corporation or any of its Affiliates.

## ARTICLE IV
## BOARD OF DIRECTORS

4.1 Powers. The Board of Directors shall exercise, or delegate or otherwise authorize the exercise of, all corporate powers and shall direct the management of the Corporation's affairs, subject to any limitation set forth in the Articles of Incorporation, these Bylaws, or the Act. The Board of Directors shall retain authority over an exercise of corporate powers that the Board of Directors delegates or authorizes under this Section 4.1.

4.2 Number of Directors. The number of directors of the Corporation shall be at least seven (7) and no more than fifteen (15). The Board of Directors may fix or change from time to time the number of directors within such minimum and maximum number. The President and Chief Executive Officer of the Corporation shall be an *ex officio* voting member of the Board of Directors.

4.3 Election of Directors; Qualifications. Directors shall be elected, including any vacancies, by the Member at the Annual Meeting of the Member, or at such other times as candidates are nominated by the Governance and Operational Excellence Committee (or similar committee) of the Member Board and approved by the Member Board, in each case in accordance with Section 3.6.1 of these Bylaws. The Board of Directors will have, in the aggregate, expertise in the areas of health care, public health, insurance, finance, law, general management, public affairs and consumer affairs, in order to assure appropriate direction and governance of the Corporation. In addition to the foregoing, at all times, the composition of the Board of Directors shall comply with ORS 750.015 and a majority of directors of the Corporation shall be community members who are not employees of the Corporation.

4.4 Term; Staggered Terms. Directors, with the exception of any ex officio director, shall not be eligible to serve more than twelve (12) consecutive years, or four (4) consecutive three (3) year terms, except (i) that a director who has served more than twelve (12) consecutive years may be elected by the Member Board to a single additional term of one (1), two (2) or three (3) years upon the recommendation of the Chair of the Governance and Operational Excellence Committee (or similar committee) of the Member Board, to be made in consultation with the Board Chair and the President and Chief Executive Officer of the Member, and (ii) that a director who has served for twelve (12) consecutive years may continue to serve out his or her then current term (for one (1) or two (2) additional years) if the end of his or her twelfth (12th) consecutive year of service does not coincide with the end of his or her then current three year term as a director.

4.5 Resignations. Any director may resign at any time by giving written notice to the President and Chief Executive Officer, the Board Chair, or the Board of Directors. The notice shall set forth the effective date of the resignation. Resignation as a director of the Corporation shall also constitute a resignation as a member of all committees of the Board of Directors. The President and Chief Executive Officer shall be deemed to immediately resign as a director upon ceasing to be the President and Chief Executive Officer.

4.6 Removal. An elected director may be removed with or without cause by the vote of a majority of the directors then in office or by the Member Board. No motion to remove a director shall be presented at any meeting of the Board of Directors unless it was specified in the notice or waiver of notice of such meeting. Any director who misses one-half of the duly called, noticed and held meetings of the Board of Directors without prior approval in any 12-month period shall be deemed to have resigned unless such director conduct is formally excused by the action of a majority of the remaining members of the Board of Directors.

4.7 Meetings of the Board of Directors.

4.7.1 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Corporation or at such other place as may be designated for that purpose from time to time by the Board of Directors.

4.7.2 Annual Meeting. The annual meeting of the Board of Directors shall be held each year at such time and place as designated by the Board of Directors. Unless otherwise required by the Act, the Articles of Incorporation or these Bylaws, no notice of the annual meeting of the Board of Directors need be given if the Board of Directors has so fixed the time and place of such meeting.

4.7.3 Regular Meetings. The Board of Directors shall hold regular meetings at least quarterly at such times and places as designated by the Board of Directors. Unless otherwise required by the Act, the Articles of Incorporation or these Bylaws, no notice of any regular meeting of the Board of Directors need be given if the Board of Directors has so fixed the time and place of such meetings.

4.7.4 Special Meetings. Special meetings of the Board of Directors may be called for any purpose at any time by the President and Chief Executive Officer, the Board Chair,

the Executive Committee, if any, or any three (3) directors, or by the Member. Notice of any special meeting of the Board of Directors shall be given at least two (2) days before the meeting. Unless otherwise required by the Act, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4.7.5 Effective Date of Notice of Meetings. Notice of a meeting of the Board of Directors delivered orally is effective when communicated if communicated in a comprehensible manner. Notice of a meeting of the Board of Directors delivered by electronic mail or other means of electronic transmission is effective when transmitted to the director's address or number shown in the Corporation's records. Notice of a meeting of the Board of Directors delivered by mail is effective five (5) days from when postmarked when mailed by United States mail correctly addressed at the director's address and with first class postage affixed.

4.7.6 Waiver of Notice for a Meeting of the Board of Directors. Any director may at any time waive notice of any meeting of the Board of Directors. Except as provided in the next sentence, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business and at the beginning of the meeting (or promptly upon the director's arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting.

4.7.7 Participation in Meetings by Conference Telephone, Videoconference or Other Means. Directors may participate in a meeting of the Board of Directors, or any committee of the Board of Directors, through the use of conference telephone, videoconference, or other similar communications, as long as all directors participating in such meeting can simultaneously communicate during the meeting. A director's participation in a meeting by telephone, videoconference, or other similar communications shall constitute that director's presence in person at such meeting for all purposes, including determining whether a quorum exists.

4.7.8 Assent to Actions Taken. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless:

4.7.8.1 The director objects at the beginning of the meeting (or promptly upon the director's arrival) to holding it or transacting business at the meeting;

4.7.8.2 The director's dissent or abstention from the action taken is entered in the minutes of the meeting; or

4.7.8.3 The director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the

Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.7.9 Quorum and Manner of Acting. A majority of the directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws. The Board Chair shall have the right to vote on all matters. Proxy voting by directors is not permitted.

4.7.10 Directors' Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if all the directors take the action, each one signs a written consent describing the action taken, and the consents are filed with the records of the Corporation. Action taken by consent is effective when the last director signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be so described in any document. For purposes of this Section 4.7.10, "written" includes a communication that is transmitted or received by facsimile, electronic mail or any other means of electronic transmission permitted by the Act. For purposes of this Section 4.7.10, "sign" includes an "electronic signature" as defined by the Act

4.7.11 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

4.8 Directors' Compensation. The directors of the Corporation may receive reasonable compensation for being a director in an amount determined from time to time by the Board of Directors following consideration of advice from compensation consultants. The Board of Directors may authorize reimbursement of reasonable expenses incurred by directors in connection with their attendance at meetings of the Board of Directors, any board of directors of any Affiliate, or any committee of the Board of Directors or any board of directors or similar governing body of any Affiliate, or with respect to other activities performed by directors in connection with their services to the Corporation.

## ARTICLE V
## OFFICERS OF THE BOARD AND THE CORPORATION

5.1 Officers of the Board. The officers of the Board shall be the Board Chair, a Vice Chair, and such other officers of the Board as the Board of Directors shall from time to time deem advisable.

Each officer of the Board shall be a member of the Board of Directors at the time of his or her election and during his or her term of office.

5.2 Officers of the Corporation. The officers of the Corporation shall be a President and Chief Executive Officer; a Secretary; a Treasurer, who shall also be the Chief Financial Officer unless otherwise determined by the Board; and such other officers of the Corporation as the Board of Directors shall from time to time deem advisable. Officers of the Corporation are not required to be members of the Board of Directors. An individual may hold more than one office.

5.3 Election, Term, Resignation, Removal, Vacancy.

5.3.1 The Board Chair and other Board and corporate officers shall be elected for one (1) year terms by the Board of Directors at its annual meeting. There shall be no term limits and no automatic progression through officer positions.

5.3.2 Each officer of the Board and officer of the Corporation shall hold office at the pleasure of the Board (but removal shall not affect the rights, if any, of any officer under any contract of employment) and until his or her successor shall be elected and qualified.

5.3.3 The resignation or removal of any officer shall automatically terminate his or her position as an officer. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled for the unexpired term at any meeting of the Board of Directors.

5.4 Other Officers. The Board of Directors may elect or authorize the appointment of officers other than those mentioned above as the business of the Corporation may require, each of whom shall hold office for such period and shall have such authority and perform such duties as the Board of Directors may from time to time prescribe.

5.5 Board Chair and Vice Chair. The Board Chair, or in his or her absence, the Vice Chair, shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors.

5.6 President and Chief Executive Officer.

5.6.1 The hiring and initial election of the President and Chief Executive Officer shall require the approval of the Board of Directors of the Corporation and the Member. Subsequent elections of the President and Chief Executive Officer shall require the approval of the Board of Directors of the Corporation and the Member. The Board of Directors shall be responsible for setting the annual goals of the President and Chief Executive Officer and performing annual reviews of the President and Chief Executive Officer. The compensation of the President and Chief Executive Officer shall be determined and approved by the Member Board in consultation with the Board of Directors of the Corporation.

5.6.2 Subject to the control of the Board of Directors, the President and Chief Executive Officer shall have general supervision, direction and control of the business and affairs of the Corporation. He or she shall be an ex officio, non-voting advisory member of

all committees of the Board of Directors to which he or she has not been appointed as a voting member, and shall have the general powers and duties of management usually vested in the office of President of a corporation, as well as such other powers and duties as may be prescribed by the Board of Directors and these Bylaws. The President and Chief Executive Officer shall provide regular reports to the Board of Directors on the activities of the Corporation, and shall provide at least quarterly financial reports and annual audited financial reports to the Board of Directors.

5.7 Secretary. The Secretary shall keep, or cause to be kept, at the principal office of the Corporation, the original or a copy of the Articles of Incorporation and Bylaws, as amended. The Secretary also shall keep, or cause to be kept at the principal office, or at such other place as the Board of Directors may order, a book of minutes of all meetings of the directors. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors required by these Bylaws or law, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 Treasurer and Chief Financial Officer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receivables, payables, profits and losses. The books of account shall at all times be open to inspection by any director. The Treasurer shall use such depositories as may be designated by the Board of Directors or the Treasurer and Chief Executive Officer if the selection of depositories is delegated to such officers by the Board of Directors. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board of Directors and these Bylaws.

5.9 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President and Chief Executive Officer, or the Board Chair. Any such resignation shall take effect on the date of receipt of such notice or any later time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

5.10 Removal. With the exception of the President and the Chief Executive Officer, any officer elected or appointed may be removed, with or without cause, by the Board of Directors whenever in their judgment the best interests of the Corporation will be served thereby, provided, however, that the President and Chief Executive Officer may be removed by the President and Chief Executive Officer of the Member following consultation with the Board of Directors of the Corporation. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

5.11 Vacancies. Any vacancy in any office shall be filled as they occur and not on an annual basis. Should a vacancy occur in any office, the Board of Directors may delegate the powers and duties of such office to any officer or director until such time as a successor officer has been elected or appointed, but only with the approval of the Member in the case of the President and Chief Executive Officer.

## ARTICLE VI
## COMMITTEES

6.1 Creation of Committees. The Board of Directors may create such committees as it deems appropriate or necessary and shall define the duties of such committees. The Board of Directors shall appoint directors to each committee or shall designate a method of selecting committee members. Any committee having authority of the Board of Directors shall consist of two (2) or more directors who serve at the pleasure of the Board of Directors. The Board of Directors shall retain the right to limit the powers and duties of any committee that it has created and to disband any such committees in its sole discretion.

6.2 Powers and Authority of Committees. The Board of Directors may delegate to any committee having the authority of the Board of Directors any of the powers and authority of the Board of Directors in the management of the business and affairs of this Corporation; provided, however, that no committee may: (a) authorize distributions (as defined by the Act); (b) approve or recommend to the members dissolution, merger or the sale, pledge or transfer of all or substantially all of this Corporation's assets; (c) elect, appoint, or remove directors or fill vacancies on the Board of Directors or on any of its committees; or (d) adopt, amend or repeal the Articles of Incorporation, the Bylaws, or any resolution of the Board of Directors.

## ARTICLE VII
## GENERAL PROVISIONS

7.1 Checks, Drafts, Etc. All checks, drafts, and other orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the Corporation, and any and all securities owned or held by the Corporation requiring signatures for transfer, shall be signed or endorsed by such persons and in such manner as from time to time shall be determined by the Board of Directors.

7.2 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

7.3 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by the Member if otherwise required by these Bylaws. Such authority may be general or confined to specific instances.

7.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select. This selection may be delegated to the Treasurer and Chief Executive Officer.

7.5 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

7.6 Political Activities. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

## ARTICLE VIII
## INDEMNIFICATION

8.1 Indemnity. The Corporation shall indemnify its directors and officers to the fullest extent not prohibited by law and in accordance with the Articles of Incorporation.

8.2 Indemnification of Agents, and Employees Who Are Not Directors or Officers. Unless otherwise provided in the Articles of Incorporation, the Board of Directors may cause the Corporation to indemnify and advance expenses to any employee or agent of the Corporation, who is not a director or officer of the Corporation, to any extent consistent with public policy, as determined by the general or specific action of the Board of Directors.

8.3 Insurance. The Board of Directors may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, agent, or employee of the Corporation, or a fiduciary with respect to any employee benefit plan of the Corporation, or is or was serving at the request of the Corporation as a director, officer, agent, or employee, or a fiduciary of an employee benefit plan, of another corporation, or as its representative in a partnership, joint venture, trust, limited liability company, or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

## ARTICLE IX
## CONFLICTS OF INTEREST

The Board of Directors shall adopt and enforce a policy on conflicts of interest and self-dealing that requires the disclosure by all directors, officers, and other persons in a position to influence corporate decisions of actual and potential conflicts of interest and that will ensure that no person holding such a position will be permitted to vote on any issue, motion, or resolution that directly or indirectly inures to his or her benefit financially or with respect to which he or she shall have any other conflict of interest, except as expressly permitted by such policy. Further, such individual may be counted in order to qualify a quorum and, except as the Board of Directors may otherwise direct, may participate in the discussion of such an issue, motion or resolution if he or she first discloses the nature of his or her interest.

## ARTICLE X
## DISSOLUTION

Upon the dissolution or liquidation of the Corporation, the assets of the Corporation shall be distributed according to the Articles of Incorporation.

## ARTICLE XI
## AMENDMENTS

The authority to make, alter, amend or repeal these Bylaws is vested in the Board of Directors and may only be exercised upon the affirmative vote of two-thirds (2/3) of the Board of Directors then in office, at any duly held meeting at which three-fourths (3/4) of the directors are present, *provided, however*, that any amendment is subject to approval of the Member and the HealthRight Group Board in accordance with Section 3.6.3 of these Bylaws. Proposed amendments must be delivered to all directors in writing at least fifteen (15) days prior to the date of the meeting of the Board of Directors at which the amendments will be presented for approval.

## ARTICLE XII
## CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of Health Plan of CareOregon, Inc., an Oregon nonprofit, public benefit corporation; and

2. That the foregoing Bylaws, consisting of [thirteen (13)] pages, this page included, constitute the Amended and Restated Bylaws of the Corporation as duly adopted by the Board of Directors.

IN WITNESS WHEREOF, I have executed this Certificate as of December ____, 2023.

By: _____

Name: _____

Title: _____

# EXHIBIT 2.2(b)

## Governance Structure and Reserve Powers

The TopCo Board will retain certain reserve powers (collectively, the "Reserve Powers") with respect to the SCAN Companies and the CareOregon Companies, which shall be in addition to those otherwise required by law, rule or regulation, including the following:

a. approval and removal of the directors of CareOregon, *provided* that (i) with respect to such approval, each nominee shall be recommended by the nominating committee of the CareOregon Board of Directors and approved by the CareOregon Board, and (ii) removal of a director of CareOregon shall either be (A) for cause (as defined in the Governing Documents of CareOregon) as determined in good faith by the TopCo Board following consultation with the Chair of the CareOregon board, or (B) with or without cause upon approval of a majority of the board of directors of CareOregon. For the avoidance of doubt, the election and removal of directors of the board of each CareOregon Company shall be approved by the immediate parent of such entity, and in accordance with the Governing Documents of such entity and applicable law, and if TopCo rejects a CareOregon board nominee, including at the end of the term of any current director, CareOregon shall nominate and approve a different candidate in accordance with the process described above, and the position will be or remain vacant until a candidate is approved by the TopCo Board in accordance with such process;

b. authorization and approval of amendments to the Governing Documents of the SCAN Companies and the CareOregon Companies following the Closing, *provided* that prior to such authorization and approval (i) any amendment to the Governing Documents of CareOregon shall be recommended and approved by the CareOregon board of directors, (ii) any amendment to the Governing Documents of any other of the CareOregon Companies or SCAN Companies shall be recommended and approved by the immediate parent of the respective SCAN Company or the CareOregon Company to which such amendment applies and the respective boards of such entities, and (iii) in each case, approval of any amendment shall be subject to requirements under applicable law and the Governing Documents of such entities;

c. authorization and approval of any sale, lease, exchange or other disposition of all or substantially all of the assets of one or more of the SCAN Companies or the CareOregon Companies, or of any merger, consolidation or non-judicial dissolution of one or more of the SCAN Companies or the CareOregon Companies, in each case subject to approval by the respective board(s) of the SCAN Companies and the CareOregon Companies to which such matter applies to and in accordance with applicable law and the Governing Documents of such entities;

d. approval of the operating and capital budgets proposed by the management and approved by the boards of the SCAN Companies and the CareOregon Companies, including any material amendments or modifications thereto or any material deviations therefrom;

e. authorization and approval of the creation of any new legal entities or entry into any new lines of business by any of the SCAN Companies or the CareOregon Companies, subject to approval of the respective board(s) of the SCAN Companies and the CareOregon Companies to which such matter applies; and

f. approval of material related party agreements, material distributions or capital transfers, material third party investments, and settlement of material litigation, subject to approval of the respective board(s) of the SCAN Companies and the CareOregon Companies to which such matter applies.

For the purpose of clarity, the above shall not be construed to amend in any way the current reserve powers or other rights held by CareOregon with respect to any Coordinated Care Organizations (CCOs). In addition, where any action requires the approval of the TopCo Board and the board of directors or CareOregon or any CareOregon Company under the "reserve" provisions set forth above, such action shall not be effective unless and until approved by the TopCo Board and the respective board of CareOregon or the applicable CareOregon Company.