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**STATE OF OREGON
OREGON HEALTH AUTHORITY
HEALTH POLICY AND ANALYTICS DIVISION**

In the Matter of the Proposed)
Material Change Transaction of)
UnitedHealth Group Incorporated and)
Amedisys, Inc.) Proposed Findings of Fact, Conclusions of
Law, and Order
Transaction ID: 014

TO: United Agent Group Inc.
5200 Willson Road, Ste 150
Edina, MN 55424-1300

This Order resolves the Notice of Material Change Transaction (the "Notice") filed by UnitedHealth Group Incorporated ("UHG") with respect to its proposed acquisition of Amedisys, Inc. ("Amedisys") (the "Transaction"). UHG and Amedisys (the "Entities"), filed the Notice with the Oregon Health Authority ("OHA") under the Health Care Market Oversight ("HCMO") program pursuant to Oregon Revised Statutes (ORS) 415.500 through 415.900 and Oregon Administrative Rules (OAR) 409-070-0000 through 409-070-0085.

On December 4, 2023, OHA confirmed receipt of a complete Notice in compliance with OAR 409-070-0030 and 0045. Pursuant to ORS 415.501(5) and OAR 409-070-0055, OHA timely conducted a preliminary review of the Transaction. On March 14, 2023, OHA completed the preliminary review and determined that a comprehensive review was warranted. OHA's comprehensive review assessed whether the Transaction met the criteria outlined in ORS 415.501(9) and OAR 409-070-0060. In doing so, OHA considered the potential impact of the Transaction on patients, consumers, and the health care delivery system in Oregon in four domains: cost of care, access to services, quality of care, and health equity. The analysis followed guidelines and methods set out in the [HCMO Analytic Framework](#), which is grounded in the goals, standards, and criteria for transaction review and approval outlined in OAR 409-070-0000 through OAR 409-070-0085. OHA's analysis is presented in a Comprehensive Review Report incorporated herein by reference and posted to the [HCMO website](#). OHA accepted public comments on the Transaction throughout the duration of its review and received 16 public comments.

Now, therefore, upon due consideration of the circumstances, including the Notice, documentation filed in support of the Notice, information submitted by the Entities in response to OHA's information requests, databases maintained by OHA, public comments, websites of the Entities, press reports, academic research articles, and other publicly available reports, OHA enters the following Proposed Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

OHA FINDS that:

1. On or about September 6, 2023, UHG filed the Notice with OHA, detailing plans to acquire all issued and outstanding common stock of Amedisys for \$101 per share in cash, without interest, with Amedisys surviving as a wholly owned subsidiary of UHG pursuant to an Agreement and Plan of Merger (“Merger Agreement”) executed on June 26, 2023.
2. On or about December 4, 2023, OHA notified UHG that it received a complete Notice. OHA commenced the preliminary review pursuant to OAR 409-070-0055.
3. On March 14, 2024, OHA completed the preliminary review and determined that a comprehensive review of the Transaction pursuant to OAR 409-070-0060 was warranted. OHA issued a [letter](#) notifying the Entities of its determination (“Determination Letter”) and a [Preliminary Review Report](#) detailing its preliminary review analysis.
4. OHA issued two requests for information (“RFIs”) to the Entities to obtain information, documents, and data required for the comprehensive review. The first RFI was issued on March 15, 2024 (“March RFI”) and the second on July 11, 2024 (“July RFI”). OHA accepted a complete response to the March RFI on May 24, 2024, and received responses to the July RFI on August 26, 2024, September 13, 2024, and September 16, 2024.
5. OHA accepted public comments on the Transaction throughout the review period from December 4, 2023, through June 12, 2026. OHA received 16 public comments.
6. On November 12, 2024, the U.S. Department of Justice (“USDOJ”), together with the Attorneys General of Maryland, Illinois, New Jersey, and New York (“Plaintiffs”) filed a lawsuit (“federal lawsuit”) in the United States District Court for the District of Maryland (“Maryland D.C.”) seeking to block the Transaction on the grounds that it would violate federal antitrust laws.
7. On December 13, 2024, OHA issued a Proposed Order of Suspension, suspending OHA’s comprehensive review until the resolution of the federal lawsuit. On April 1, 2025, OHA issued a Final Order of Suspension (“Suspension Order”) providing a timeline for completion of OHA’s review following the close of evidence in the federal lawsuit, or alternatively, following settlement of the federal lawsuit. The Suspension Order further included a Preservation and Hold Separate Agreement (“Hold Separate Agreement”) applicable in the event that the federal lawsuit was resolved allowing the Transaction to close prior to the completion of OHA’s comprehensive review. This Hold Separate Agreement permitted the Transaction to close nationwide but required the Entities to refrain from integrating in Oregon until OHA concluded its review of the Transaction.
8. On August 7, 2025, a settlement of the federal lawsuit was reached, and OHA resumed the comprehensive review in accordance with timeline set out in the Suspension Order. To resolve the USDOJ’s concerns that the Transaction would reduce competition among home health and hospice providers, the settlement required the Entities to divest 164 home health and hospice agencies across 19 states. None of these agencies are located in Oregon. The Transaction closed on August 14, 2025.

9. Following the close of the Transaction, Amedisys became part of the Home & Community Care division of Optum, which currently includes LHC Group Inc. (“LHC”).
10. UHG is a for-profit publicly traded company incorporated in Delaware and based in Minnesota. UHG offers health insurance plans and provides health care services nationwide. It is the largest health care company and the largest employer of physicians in the country. In 2023, UHG served approximately 152 million people in 50 states and employed around 90,000 physicians. UHG is organized into two main businesses: UnitedHealthcare (“UHC”), which provides health insurance plans, and Optum, which delivers health care and related services.
11. In 2024, UHG served 146 million people across all its businesses. The company generated approximately \$34.4 billion in operating profits on revenues of approximately \$400.5 billion. Revenues for the UHC and Optum business segments grew by 6% and 12%, respectively. UHG generated \$24.2 billion in cash flows from operations and held strong credit ratings across all the major rating agencies. UHG’s financial outlook weakened in 2025 due to higher spending on services for its Medicare Advantage (“MA”) beneficiaries, among other factors. However, the company reported a net income of 3.4 billion in the second quarter of 2025, well above that reported by other insurers.
12. UHG has a significant presence in Oregon, both as a health insurer and as a provider. UHC is the state’s largest provider of Medicare Advantage (“MA”) health insurance plans, accounting for approximately 23% of MA enrollment in the second quarter of 2024. UHC’s health insurance plans (including Medicare Advantage, commercial group, and self-insured plans) serve more than 250,000 Oregon residents. Optum’s subsidiary companies provide a wide range of health care services to people in Oregon, including primary care, specialty care, behavioral health, surgeries, home health services, and hospice care. Optum companies operate from approximately 45 locations across the state. As of 2022, more than 140,000 patients received primary or specialty care services from Optum providers.
13. Optum’s subsidiaries include LHC, a nationwide home health and hospice provider with multiple locations in Oregon. UHG acquired LHC for \$5.4 billion in February 2023. (OHA reviewed and [approved](#) the transaction; ID 003.) LHC currently operates five home health agency locations and four hospice agency locations in the state. OHA estimates that as of 2022, 82% of LHC’s home health episodes and 78% of LHC’s hospice episodes in Oregon were provided to patients enrolled in Original Medicare or Medicare Advantage.
14. As of 2024, Amedisys was a for-profit publicly traded company incorporated in Delaware and based in Baton Rouge, Louisiana. Amedisys provided home health, in-home hospice, palliative care, and high-acuity care services across 38 states and was among the largest providers of home health and hospice services in the nation. In 2024, Amedisys served 499,000 patients, and its employees made over 10.7 million care visits. The company employed approximately 19,000 people. Medicare payments accounted for 70% of the company’s net service revenue in 2024.
15. Amedisys was organized into three segments: home health, hospice, and high acuity care. Amedisys earned \$95 million in operating profit on revenues of \$2.3 billion in 2024. The company reported net assets of \$1.18 billion in 2024, and its debt-to-capital ratio was approximately 45%.

16. In Oregon, Amedisys operates through its wholly owned subsidiary Amedisys Oregon, LLC, formed in Oregon. Amedisys has three home health agencies (Salem, Portland, and Roseburg), and one hospice agency in Roseburg. The company currently serves about 5,000 home health patients and 500 hospice patients in Oregon per year.
17. Over the past five years, UHG has been involved in a series of mergers and acquisitions of national and local provider groups worth billions of dollars. In 2023, in addition to the LHC acquisition (which OHA reviewed and [approved](#) as transaction ID 003), UHG acquired numerous physician practices, adding a reported 20,000 clinicians to its roster of employed or affiliated physicians. In 2022, UHG completed a \$13 billion acquisition of Change Healthcare Inc., a health technology company. It also bought Refresh, a mental health provider with locations in 37 states. Other recent large acquisitions include Landmark Health (an in-home medical care provider) in 2021 and AbleTo (a virtual behavioral health provider) in 2020.
18. Since 2019, UHG has acquired twelve health care provider groups serving patients in Oregon, including several Oregon-based physician groups: Oregon Medical Group was acquired in 2020, GreenField Health and Family Medical Group Northeast were acquired in 2021, The Davies Clinic was acquired in 2023, and The Corvallis Clinic was acquired in 2024.
19. The Transaction will not materially increase concentration in Oregon’s markets for home health or hospice services.
 - a. At the state level, these markets are both unconcentrated as measured by the Herfindahl-Hirschman Index (“HHI”) and will remain so. OHA estimates that following full integration of the Entities in Oregon, UHG will hold a statewide market share of 11% for home health services and 6% for hospice services.
 - b. OHA estimates that UHG’s combined ownership of LHC and Amedisys will increase the statewide HHI for home health services by 65 points to 1,225. For hospice services, the state-level HHI will increase by 15 points to 685. In both cases, the HHI increase is below the threshold for presumed anticompetitive effects used by federal antitrust agencies.
 - c. The Primary Service Areas (“PSAs”) of Amedisys and LHC home health agencies overlap in the Portland and Salem regions. While the markets for home health services in Amedisys’ Portland and Salem PSAs are highly concentrated (HHI of 2,119 in Portland and 1,968 in Salem), OHA’s analysis showed that the Transaction will not materially increase concentration. After the Entities fully integrate in Oregon, the HHI will increase by 66 points in Portland to 2,185 and by 91 points in Salem to 2,059. In both cases, the HHI increase is below the threshold for presumed anticompetitive effects as used by federal antitrust agencies.
20. The Transaction is likely to result in more UHC members and Optum patients obtaining home health care services, which may help to reduce spending on inpatient or facility-based care. The Entities assert in the Notice that, “[The] transaction will reduce the growth in patient costs by ensuring Optum patients are referred to Amedisys services where appropriate [...]”

21. UHG is a “vertically integrated” insurer in that it provides both health insurance and health care services through its Optum business. The Transaction will further increase UHG’s vertical integration into home health and hospice service delivery.
22. A vertically integrated firm may have the ability and the incentive to engage in anti-competitive behavior by using its position in one business to unfairly disadvantage rivals in the other (“vertical foreclosure”). A vertically integrated upstream firm may engage in “input foreclosure” by refusing to supply or otherwise limit downstream rivals’ access to a critical input. Similarly, a vertically integrated downstream firm may be incentivized to switch from other suppliers to its own upstream supplier, depriving other suppliers of an important customer (“customer foreclosure”).
23. Per the U.S. Department of Justice and the Federal Trade Commission 2023 Merger Guidelines, for vertical foreclosure to be a concern in transactions involving vertical integration, the vertically integrated entity must have both the ability and the incentive to engage in such behavior. Incentives may include the potential for increasing revenues, profits, or market share.
24. OHA’s state-level analysis found no evidence of there being a substantial likelihood that the Transaction will materially increase the risk of customer foreclosure by UHG or its subsidiaries in Oregon. UHG is unlikely to find it profitable to exclude third-party home health providers from serving UHG’s MA members in Oregon. The capacity and geographic reach of UHG home health agencies in Oregon are limited. Among UHC MA members in Oregon who received home health care services in 2022, over 90% received services from a third-party home health provider. To continue offering a home health provider network that adequately meets the needs of its Oregon MA members and avoid losing enrollees, UHG will need to continue contracting with third-party home health providers. OHA nevertheless has concerns about UHG engaging in customer foreclosure of third-party home health providers in Oregon, due to the high levels of concentration among home health providers in Amedisys’ PSAs, complaints raised by providers in other states about UHG’s anti-competitive behavior, and reported concerns among federal antitrust regulators.
25. OHA’s state-level analysis found no evidence of there being a substantial likelihood that the Proposed Transaction will materially increase the risk of input foreclosure by UHG or its subsidiaries in Oregon. UHG is unlikely to find it profitable to exclude third-party MA plans from contracting with UHG providers for home health services in Oregon. As of 2022, among LHC and Amedisys home health patients enrolled in MA plans, approximately 70-80% had coverage through other insurance carriers. UHG will stand to lose a significant portion of its home health revenue base if it ceases to contract with third-party MA insurers. Additionally, because Oregon’s home health market is relatively unconcentrated, third-party insurers would generally have other options for home health services if they were no longer able to contract with UHG. It is unlikely that enough patients will switch to a UHC plan (and continue receiving home health services from UHG providers) to offset the decline in UHG’s home health revenues. OHA nevertheless has concerns about UHG engaging in input foreclosure of third-party MA insurers in Oregon, due to the high levels of concentration among home health providers in Amedisys’ PSAs, complaints raised by providers in other states about UHG’s anti-competitive behavior, and reported concerns among federal antitrust regulators.
26. The terms of the Transaction as presented do not appear to violate federal or Oregon law.

27. Since the closing of UHG's acquisition of LHC in February 2023, LHC's hospice agency in La Pine, Oregon has closed, and two other LHC agencies in the state have relocated. Areas in and around La Pine are medically underserved, and residents (many of whom are low-income) have limited local options for home hospice services.
28. Access to services from Oregon Medical Group ("OMG"), GreenField Health, The Davies Clinic, and Family Medical Group Northeast has decreased substantially since UHG acquired these practices. GreenField Health closed in January 2024, and Family Medical Group Northeast closed in March 2026. UHG cited provider shortages and recruitment challenges as reasons for these closures. As of August 2024, OMG and The Davies Clinic were no longer accepting new adult primary care patients due to "clinician capacity limitations." At OMG, UHG reportedly instituted changes to physicians' employment contracts, including new productivity quotas and administrative duties, prompting large-scale resignations. Thousands of OMG patients were told they could no longer receive care at OMG, because their physician had left the practice. OMG's Southtowne Clinic closed in March 2024, and in 2025, OMG announced it would close its obstetrics & gynecology service line due to clinician departures.
29. UHG has stated in responses to OHA's RFIs that, following the close of the Transaction, it plans to make LHC's clinical program for the care of patients with Alzheimer's and dementia, "Active Minds," available to Amedisys home health patients in Oregon. UHG has further stated that, following the close of the Transaction, its LHC subsidiary will work to integrate clinical programs across LHC and Amedisys and that LHC's medical staff will evaluate the Entities' clinical programs "to assess which clinical program has the greatest impact on patient health [...]." UHG has further stated that prior to implementing a new clinical program a home health agency, it plans to assess needs of the agency's patient population, the stability of agency leadership and clinical staff, and care quality.
30. OHA expects that the combined entity's efforts to integrate LHC and Amedisys clinical programs will contribute to improved health outcomes for home health patients in Oregon. According to Consumer Assessment of Healthcare Providers & Systems (CAHPS) survey data collected by the Centers for Medicare & Medicaid Services (CMS) for the third quarter of 2024 (<https://data.cms.gov/provider-data/archived-data/home-health-services#2024-annual-files>, last accessed June 5, 2026), LHC home health locations in Oregon outperformed Amedisys home health agencies in the state. LHC home health agencies scored higher than Amedisys on measures of patient satisfaction and patient-perceived quality of care. LHC's home health agencies in Oregon also tended to perform better than Amedisys on measures of care process and patient outcomes.
31. LHC currently offers hospice services to pediatric patients nationally, whereas Amedisys does not. UHG has stated that it plans to expand LHC's pediatric hospice program to Amedisys locations nationwide. In Oregon, this would mean that Amedisys' hospice agency in Roseburg will be able to offer hospice services to children. OHA is not aware of any hospice agencies with locations in Roseburg or surrounding Douglas County that currently offer pediatric hospice services.

CONCLUSIONS OF LAW

1. The Notice is supported by the required documentation and meets the requirements of HCMO Program rules for approval with respect to transactions involving health care entities pursuant to ORS 415.500 through 415.900 and OAR 409-070-0000 through 409-070-0085.
2. OHA finds that:
 - a. There is no substantial likelihood that the Transaction will result in any material anticompetitive effects that would not be outweighed by benefits in maintaining access to home health and hospice services in Oregon, provided that the Entities comply with OHA's approval conditions.
 - i. The Transaction will not materially increase concentration (as measured by the HHI) in Oregon's markets for home health or hospice services.
 - ii. There is no evidence of a substantial likelihood that the Transaction would materially increase the risk that UHG engages in conduct to unfairly disadvantage rival MA insurers or home health providers in Oregon. OHA has imposed conditions to mitigate any risk of such conduct.
 - b. There is no substantial likelihood that the Transaction would be contrary to law.
 - i. The terms of the Transaction as presented do not appear to violate federal or Oregon law.
 - c. There is no substantial likelihood that the Transaction would jeopardize the financial stability of a health care entity involved in the Transaction.
 - i. Amedisys and UHG are both in a strong financial position. UHG is not assuming any additional debt to finance the acquisition of Amedisys. UHG is expected to continue growing its revenues and profits in the near term and expects to have sufficient capital resources to meet future liquidity needs.
 - d. There is no substantial likelihood that the Transaction would otherwise be hazardous or prejudicial to consumers or the public, provided that the Entities comply with OHA's approval conditions.
 - i. OHA's comprehensive review found that previous UHG acquisitions (including LHC, OMG, GreenField Health, The Davies Clinic, and Family Medical Group NE) were followed by closures and reductions in access to health care services for people in Oregon. OHA's approval conditions are intended to substantially reduce the risk of similar changes following close of the Transaction.
 - e. The Transaction will benefit the public good and communities by increasing access to services in medically underserved areas, provided that the Entities comply with OHA's approval conditions.
 - i. UHG has stated it plans to introduce LHC's pediatric hospice program at Amedisys' hospice agency in Roseburg. There are currently no other hospice agencies in this area that offer services for pediatric patients. OHA has applied a condition to its approval of

the Transaction that requires UHG's hospice agency in Roseburg to have the capacity and expertise to offer such services within one year of the date of this Order. Provided that this condition is met, OHA expects that the Transaction will increase access to hospice services for pediatric patients in the medically underserved Roseburg area.

ORDER AND CONDITIONS

Based on the foregoing Findings of Fact and Conclusions of Law it is hereby ORDERED that:

1. The transaction is hereby APPROVED WITH CONDITIONS upon the basis of the information contained in the Notice and subsequent filings with OHA to date.
2. Unless otherwise defined herein, the definitions attached hereto as Exhibit C apply to these Conditions and are incorporated herein by reference.
3. For the Term, this Order shall be conditioned upon and subject to the following:
 - a. The Entities shall adhere to the representations made in the Notice and subsequent filings with OHA.
 - b. Unless governed by the requirements of ORS 415.501, UHG shall provide at least 60 days advanced written notification to OHA before consummating a Transaction, as such term is defined in ORS 415.500(10), involving a health care entity, as such term is defined in ORS 415.500(4), that currently operates a home health agency licensed under ORS 443.015 or a hospice agency licensed under ORS 443.860 in Oregon, or operated such an agency in Oregon within one year prior to the execution of any transaction documents.
 - c. UHG shall submit a petition to OHA to modify or waive any conditions contained in this Order at least sixty (60) calendar days prior to effecting any changes to UHG, including creation or dissolution of subsidiaries, if such change will result in noncompliance with any obligations under this Order.
 - i. To petition for modification stemming from any changes to UHG, UHG must apply in writing to OHA for any needed modifications to or exceptions from these Conditions. Such application shall include a detailed description of the relevant changes to UHG and documentation supporting the need for modifications or exceptions.
 - ii. OHA shall review UHG's petition, which may include soliciting public comment or other community engagement and requesting such information from UHG as OHA shall deem necessary under the circumstances.
 - iii. OHA shall notify UHG in writing of its determination on UHG's petition within 15 business days following OHA's confirmation of receipt of the petition, unless UHG and OHA mutually agree to extend the timeline for review. If OHA requires any additional

information to evaluate UHG's petition, OHA shall notify UHG of the information required, and the running of the 15 business days shall be tolled upon such notification and shall resume upon OHA's confirmation of receipt of the requested information.

- iv. UHG may petition OHA to shorten the sixty (60) days advance notice period if there are emergent circumstances. UHG's petition must include a detailed description of the emergent circumstance, the information required under Condition c.i. above, and must explain why sixty (60) days' advance notice is impracticable. OHA will issue a determination approving or denying UHG's petition no later than fourteen (14) calendar days following the date OHA receives the petition from UHG. OHA's determination will be based solely on the information provided as of the date the petition is submitted to OHA, and any incomplete submissions will be rejected and the petition denied upon notice to UHG that specifies the deficiency. UHG shall have the opportunity to re-file the petition.
 - v. Any UHG application or petition submitted under this Condition that is filed with OHA on or after 4:00pm on a weekday, or on a Saturday, Sunday, or legal holiday as defined in ORS 187.010, will be considered received on the next following business day.
- d. UHG shall utilize an independent third-party platform ("Survey Administrator") to administer an anonymous survey ("Annual Survey") on access and quality to all Clinical Caregivers of UHG Home Health and Hospice Agencies. The Survey Administrator shall be a third-party unrelated or unaffiliated with UHG and may not be engaged in any other business or occupation interfering with or inconsistent with the duties of Survey Administration. Should UHG already have a contracted Survey Administrator that meets these requirements, UHG may use such Survey Administrator to prepare and administer the Annual Survey as required in this Condition. The Annual Survey shall meet the following requirements:
- i. An initial Annual Survey shall be completed no later than six (6) months from the Order Date (the "Benchmarking Survey"). A Second Annual Survey shall be completed on or before the first anniversary of the Order Date, and subsequent Annual Surveys shall be completed annually thereafter.
 - ii. The Annual Survey shall include the questions listed in Exhibit A ("Annual Survey Questions").
 - iii. The Annual Survey shall be open and available for Clinical Caregivers to complete for at least 30 days.
 - iv. UHG and the Survey Administrator shall use good faith efforts to collect responses from all Clinical Caregivers with the goal of obtaining responses from at least 70% of Clinical Caregivers.
 - v. The Annual Survey shall be collected in such a way that preserves the anonymity of respondents from UHG. In providing survey data to UHG, the Survey Administrator shall redact, and must not disclose to UHG, any data point representing fewer than five (5) respondents.

- vi. Responses to the Annual Survey shall be compiled and reported separately for Clinical Caregivers of UHG Home Health Agencies and UHG Hospice Agencies, respectively.
- e. Within 180 calendar days following the Order Date, UHG shall create and implement an Oregon Home Health Quality Committee (“Home Health Committee”) to help ensure the maintenance of access to and quality of care provided by UHG Home Health Agencies.
 - i. This Home Health Committee must consist of Clinical Caregivers, Professional Staff Supervisors, and Clinical Supervisors working at UHG Home Health Agencies with at least half of its members consisting of Clinical Caregivers. Membership shall specifically include at least the following:
 - 1. Four (4) Clinical Caregivers representing at least four (4) separate UHG Home Health Agency locations. These members shall represent any of the following categories:
 - a. Registered nurses, advanced practice registered nurses, or licensed practical/vocational nurses.
 - b. Physical, speech-language, respiratory, or occupational therapists.
 - c. Home health aides.
 - 2. Two (2) Professional Staff Supervisors.
 - 3. Two (2) Clinical Supervisors.
 - ii. The Home Health Committee must meet quarterly, at minimum, and have two cochaIRS. A quorum consists of a majority of the members of the Home Health Committee. The cochaIRS must consist of one (1) Professional Staff Supervisor member and one (1) Clinical Caregiver member elected by a quorum. Minutes must be taken at every Home Health Committee meeting to include all motions made, the outcome of all votes taken, and a summary of all discussions, at minimum. All members of the Home Health Committee shall be compensated by UHG for time reasonably spent performing services as a Home Health Committee member, including attending and preparing for meetings. Such compensation shall be at a rate equivalent to each member’s regular compensation.
 - iii. Prior to the opening of the Second Annual Survey, the Home Health Committee shall select six (6) Survey Metrics from the Annual Survey that will serve as the Home Health Benchmarks.
 - 1. UHG shall ensure the Home Health Committee receives a copy of this Order and all requirements thereunder prior to establishing the Home Health Benchmarks.
 - 2. Each Home Health Benchmark must consist of a minimum required value for a specific Survey Metric.
 - 3. Each Survey Metric must be computed from responses to a specific Annual Survey Question as the total number of respondents who selected “Favorable” or

“Neutral” on that Annual Survey Question divided by the total number of respondents who selected “Favorable,” “Unfavorable,” or “Neutral,” and expressed as a percentage.

4. In setting the Home Health Benchmarks, the Home Health Committee shall consider the performance of such Survey Metric on the Benchmarking Survey, together with historic performance of such Survey Metric (if any), provided that the Home Health Benchmark may not be below performance of the Survey Metric on the Benchmarking Survey or more than twenty (20) percentage points above performance on the Benchmarking Survey.
 5. UHG shall ensure the Home Health Committee receives, prior to selecting the Home Health Benchmarks, a report on the Benchmarking Survey results as well as historical performance of UHG Home Health Agencies on all Annual Survey Questions included in previous surveys of UHG Home Health Agency staff. Such report shall include response data for each Annual Survey Question in the two most recent calendar years.
 6. The Home Health Benchmarks shall be approved by a quorum of the Home Health Committee and must apply for the remainder of the Term. Within fifteen (15) calendar days of approval, UHG shall submit a copy of the Home Health Benchmarks to OHA.
- iv. UHG shall, no less than sixty (60) days following the end of each quarter, unless mutually agreed upon between UHG and the Home Health Committee, deliver to the Home Health Committee a quarterly report detailing each UHG Home Health Agency’s performance on the Performance Metrics outlined in Exhibit B-1 and the Home Health Benchmarks (“Home Health Performance Report”). UHG must provide this Home Health Performance Report to the Home Health Committee no later than seven (7) calendar days in advance of the quarterly meetings required under subsection ii. above. The Home Health Performance Report shall meet the following minimum requirements:
1. Each Home Health Performance Report shall include each UHG Home Health Agency’s quarterly performance on each Performance Metric, except for those Performance Metrics related to Annual Survey responses, for the prior four (4) quarters, in the format provided in Exhibit B-2.
 2. Each Home Health Performance Report shall include a narrative description of any significant changes in Performance Metrics over time.
 3. The Home Health Performance Report delivered in the first quarter of each calendar year shall, in addition to the data required under subsections 1. and 2. above, include the prior calendar year’s totals for each Performance Metric.
 4. The Home Health Performance Report delivered in the quarter following the closing of the Annual Survey required under Condition d. of this Order shall, in addition to the data required under subsections 1. through 3. above, include in the format provided in Exhibit B-2, (1) results for Performance Metrics related to Annual Survey responses, and (2) performance on each Home Health Benchmark.

For example, if the Annual Survey closed on August 15, 2026, items (1) and (2) shall be included in the fourth quarter Home Health Performance Report.

- v. The determination of whether UHG has achieved the Home Health Benchmarks shall be based on the Home Health Performance Report.
 - 1. Performance on Home Health Benchmarks shall be assessed annually across all UHG Home Health Agency locations in Oregon based on responses to the most recently administered Annual Survey.
 - 2. A Home Health Benchmark shall be considered met if actual performance on the relevant Survey Metric is equal to, greater than, or no more than two and one half (2.5) percentage points below the Home Health Benchmark.

- vi. If UHG Home Health Agencies fail to meet a Home Health Benchmark, UHG shall assess the reason(s) why such Home Health Benchmark was not met and develop a Home Health Plan to improve performance.
 - 1. The Home Health Plan must be specific to the Survey Metric or Metrics that fell below the Home Health Benchmark and shall include, at a minimum, those specific steps UHG will take to improve performance on such Survey Metric or Metrics, the expected effect of such steps, and an implementation timeline.
 - 2. The Home Health Plan must include UHG's assessment of why the Home Health Benchmark was not met, if applicable.
 - 3. The Home Health Plan must include a reasonable deadline to implement the Home Health Plan.
 - 4. The Home Health Plan must be approved or rejected solely by a quorum of the Home Health Committee. Any rejection of the Home Health Plan must include a detailed justification for why the Home Health Plan is inadequate. If rejected, UHG shall consider in good faith the reasons for the rejection and resubmit the Home Health Plan to the Home Health Committee for further review.
 - 5. Within fifteen (15) days of Home Health Plan approval, UHG shall submit a copy of the Home Health Plan and any amendments to the Home Health Plan to OHA.

- vii. UHG shall make commercially reasonable efforts to implement the Home Health Plan as approved by the Home Health Committee. UHG shall provide a written report on implementation of the Home Health Plan at each quarterly meeting of the Home Health Committee. To the extent that UHG does not or cannot fully implement the Home Health Plan in accordance with its terms, UHG shall provide the Home Health Committee an explanation and rationale and shall propose amendments to the Home Health Plan reflecting UHG's commercially reasonable efforts. The Home Health Committee shall have an opportunity to either (a) approve UHG's proposed amendments to the Home Health Plan to affirm UHG's commercially reasonable actions in response to the Home Health Plan, or (b) determine that UHG has not made commercially reasonable efforts to

implement the Home Health Plan and reject UHG's proposed amendments, in which case UHG shall be required to continue its efforts to implement the Home Health Plan.

- viii. The Home Health Plan shall remain in place until such date when UHG has satisfied the Home Health Plan by meeting the applicable Home Health Benchmark(s) according to the Home Health Performance Report, or the expiration of the Term. UHG shall notify the Home Health Committee of the satisfaction of any Home Health Plan.
- f. Within 180 calendar days following the Order Date, UHG shall create and implement an Oregon Hospice Quality Committee ("Hospice Committee") to help ensure the maintenance of access to and quality of care provided by UHG Hospice Agencies.
- i. This Hospice Committee must consist of Clinical Caregivers, Professional Staff Supervisors, and Clinical Supervisors working at UHG Hospice Agencies with at least half of its members consisting of Clinical Caregivers. Membership shall specifically include at least the following:
 - 1. Two (2) Clinical Caregivers representing at least two (2) separate UHG Hospice Agency locations. These members shall represent any of the following categories:
 - a. Registered nurses, advanced practice registered nurses, or licensed practical/vocational nurses.
 - b. Bereavement counselors, chaplains, or social workers.
 - c. Hospice aides.
 - 2. One (1) Professional Staff Supervisor.
 - 3. One (1) Clinical Supervisor.
 - ii. The Hospice Committee must meet quarterly, at minimum, and have two cochairs. A quorum consists of a majority of the members of the Hospice Committee. The cochairs must consist of one (1) Professional Staff Supervisor member and one (1) Clinical Caregiver member elected by a quorum. Minutes must be taken at every Hospice Committee meeting to include all motions made, the outcome of all votes taken, and a summary of all discussions, at minimum. All members of the Hospice Committee shall be compensated by UHG for time reasonably spent performing services as a Hospice Committee member, including attending and preparing for meetings. Such compensation shall be at a rate equivalent to each member's regular compensation.
 - iii. Prior to the opening of the Second Annual Survey, the Hospice Committee shall select six (6) Survey Metrics from the Annual Survey that will serve as the Hospice Benchmarks.
 - 1. UHG shall ensure the Hospice Committee receives a copy of this Order and all requirements thereunder prior to establishing the Hospice Benchmarks.

2. Each Hospice Benchmark must consist of a minimum required value for a specific Survey Metric.
 3. Each Survey Metric must be computed from responses to a specific Annual Survey Question as the total number of respondents who selected “Favorable” or “Neutral” on that Annual Survey Question divided by the total number of respondents who selected “Favorable,” “Unfavorable,” or “Neutral,” and expressed as a percentage.
 4. In setting the Hospice Benchmarks, the Hospice Committee shall consider the performance of such Survey Metric on the Benchmarking Survey, together with historic performance of such Survey Metric (if any), provided that the Hospice Benchmark may not be below performance of the Survey Metric on the Benchmarking Survey or more than twenty (20) percentage points above performance on the Benchmarking Survey.
 5. UHG shall ensure the Hospice Committee receives, prior to selecting the Hospice Benchmarks, a report on the Benchmarking Survey results as well as historical performance of UHG Hospice Agencies on all Annual Survey Questions included in previous surveys of UHG Hospice Agency staff. Such report shall include response data for each Annual Survey Question in the two most recent calendar years.
 6. The Hospice Benchmarks shall be approved by a quorum of the Hospice Committee and must apply for the remainder of the Term. Within fifteen (15) calendar days of approval, UHG shall submit a copy of the Hospice Benchmarks to OHA.
- iv. UHG shall, no less than sixty (60) days following the end of each quarter, unless mutually agreed upon between UHG and the Hospice Committee, deliver to the Hospice Committee a quarterly report detailing each UHG Hospice Agency’s performance on the Performance Metrics outlined in Exhibit B-1 and the Hospice Benchmarks (“Hospice Performance Report”). UHG must provide this Hospice Performance Report to the Hospice Committee no later than seven (7) calendar days in advance of the quarterly meetings required under subsection ii. above. The Hospice Performance Report shall meet the following minimum requirements:
1. Each Hospice Performance Report shall include each UHG Hospice Agency’s quarterly performance on each Performance Metric, except for those Performance Metrics related to Annual Survey responses, for the prior four (4) quarters, in the format provided in Exhibit B-2.
 2. Each Hospice Performance Report shall include a narrative description of any significant changes in Performance Metrics over time.
 3. The Hospice Performance Report delivered in the first quarter of each calendar year shall, in addition to the data required under subsections 1. and 2. above, include the prior calendar year’s totals for each Performance Metric.

4. The Hospice Performance Report delivered in the quarter following the closing of the Annual Survey required under Condition d. of this Order shall, in addition to the data required under subsections 1. through 3. above, include in the format provided in Exhibit B-2, (1) results for Performance Metrics related to Annual Survey responses, and (2) performance on each Hospice Benchmark. For example, if the Annual Survey closed on August 15, 2026, items (1) and (2) shall be included in the fourth quarter Hospice Performance Report.
- v. The determination of whether UHG has achieved the Hospice Benchmarks shall be based on the Hospice Performance Report.
 1. Performance on Hospice Benchmarks shall be assessed annually across all UHG Hospice Agency locations in Oregon based on responses to the most recently administered Annual Survey.
 2. A Hospice Benchmark shall be considered met if actual performance on the relevant Survey Metric is equal to, greater than, or no more than two and one half (2.5) percentage points below the Hospice Benchmark.
 - vi. If UHG Hospice Agencies fail to meet a Hospice Benchmark, UHG shall assess the reason(s) why such Hospice Benchmark was not met and develop a Hospice Plan to improve performance.
 1. The Hospice Plan must be specific to the Survey Metric or Metrics that fell below the Hospice Benchmark and shall include, at a minimum, those specific steps UHG will take to improve performance on such Survey Metric or Metrics, the expected effect of such steps, and an implementation timeline.
 2. The Hospice Plan must include UHG's assessment of why the Hospice Benchmark was not met, if applicable.
 3. The Hospice Plan must include a reasonable deadline to implement the Hospice Plan.
 4. The Hospice Plan must be approved or rejected solely by a quorum of the Hospice Committee. Any rejection of the Hospice Plan must include a detailed justification for why the Hospice Plan is inadequate. If rejected, UHG shall consider in good faith the reasons for the rejection and resubmit the Hospice Plan to the Hospice Committee for further review.
 5. Within fifteen (15) days of Hospice Plan approval, UHG shall submit a copy of the Hospice Plan and any amendments to the Hospice Plan to OHA.
 - vii. UHG shall make commercially reasonable efforts to implement the Hospice Plan as approved by the Hospice Committee. UHG shall provide a written report on implementation of the Hospice Plan at each quarterly meeting of the Hospice Committee. To the extent that UHG does not or cannot fully implement the Hospice Plan in accordance with its terms, UHG shall provide the Hospice Committee an explanation and

rationale and shall propose amendments to the Hospice Plan reflecting UHG's commercially reasonable efforts. The Hospice Committee shall have an opportunity to either (a) approve UHG's proposed amendments to the Hospice Plan to affirm UHG's commercially reasonable actions in response to the Hospice Plan, or (b) determine that UHG has not made commercially reasonable efforts to implement the Hospice Plan and reject UHG's proposed amendments, in which case UHG shall be required to continue its efforts to implement the Hospice Plan.

- viii. The Hospice Plan shall remain in place until such date when UHG has satisfied the Hospice Plan by meeting the applicable Hospice Benchmark(s) according to the Hospice Performance Report, or the expiration of the Term. UHG shall notify the Hospice Committee of the satisfaction of any Hospice Plan.
- g. UHG shall use commercially reasonable efforts to continue to operate and maintain all Amedisys Agencies and not close or consolidate any Amedisys Agency or move the location of any Amedisys Agency such that the relocation would substantially change the geographic service area of an Amedisys Agency pursuant to OAR 333-027-0046 or OAR 333-035-0160. This includes maintaining all services and programs offered by any Amedisys Agency at or above service capacity levels in existence since December 4, 2023, the date on which OHA accepted a complete Notice.
 - i. In the event UHG finds there is reasonable cause¹ to close or consolidate any Amedisys Agency, or reduce, restrict, or terminate any services or programs offered by any Amedisys Agency since December 4, 2023, UHG shall apply in writing to OHA for approval no less than sixty (60) days prior to the effective date of such action.
 - ii. OHA shall review UHG's application, which may include soliciting public comment or other community engagement and requesting such information from UHG as OHA shall deem necessary under the circumstances.
 - iii. OHA shall notify UHG in writing of its determination on UHG's application within 15 business days following OHA's confirmation of receipt of a complete application, unless UHG and OHA mutually agree to extend the timeline for review. If OHA requires any additional information to evaluate UHG's application, OHA shall notify UHG of the information required, and the running of the fifteen (15) business days shall be tolled upon such notification and shall resume upon OHA's confirmation of receipt of the requested information.
 - iv. UHG may petition OHA to shorten the sixty (60) days advance notice prior to the effective date if there are emergent circumstances. UHG's petition must include a detailed description of the emergent circumstance, the information required under Condition g.i. above, and must explain in detail why sixty (60) days' advance notice is impracticable. OHA will issue a determination approving or denying UHG's petition no later than fourteen (14) calendar days following the date OHA receives the petition from UHG. OHA's determination will be based solely on the information provided as of the date the petition is submitted to OHA, and any incomplete submissions will be rejected and the

¹ Reasonable cause may include demonstrated changes in community need, quality and safety concerns, inability to meet applicable legal requirements, force majeure, or financial losses greater than those historically incurred by the agency.

petition denied upon notice to UHG that specifies the deficiency. UHG shall have an opportunity to re-file the petition.

- v. Any UHG application or petition submitted under this Condition that is filed with OHA on or after 4:00 p.m. on a weekday, or on a Saturday, Sunday, or legal holiday as defined in ORS 187.010, will be considered received on the next following business day.
- h. Within one (1) year from the Order Date, the UHG Hospice Agency in Roseburg, Oregon shall have the capacity and expertise to offer hospice services to pediatric patients in the home. Such capacity and expertise shall include:
 - i. Completion of training on hospice care for pediatric patients by all Clinical Staff members providing pediatric hospice care in the Roseburg area, and
 - ii. Employment of at least one (1) hospice Clinical Caregiver or Clinical Supervisor to be responsible for providing or supervising pediatric hospice care for patients in the Roseburg area. Such Clinical Caregiver or Clinical Supervisor shall have clinically appropriate experience caring for pediatric patients.
- i. UHC shall not unreasonably favor UHG Home Health Agencies over third-party home health providers unaffiliated with UHG. Nothing in this Condition i. shall preclude UHG from (a) creating or applying policies, processes, or requirements that are designed to increase care quality or improve patient outcomes, or (b) partnering with UHG entities to implement bona fide programs that are designed to increase quality, improve patient outcomes or, in the case of Value-Based Payments, control costs, on a pilot, trial, or “proof of concept” basis, provided that such programs either expire or are offered to third-party home health agencies within twenty-four (24) months of initiation. In compliance with this Paragraph, UHC shall:
 - i. maintain any existing Oregon Market Agreement with third-party home health providers in Oregon unaffiliated with UHG and renew any such Oregon Market Agreement subject to the applicable renewal terms, unless the provider voluntarily requests to discontinue the payor-provider contractual relationship or such contract is terminated for reasonable cause pursuant to the terms of the agreement, which may include breach, patient safety or quality concerns, failure to meet objective performance standards, or failure to agree to fair, commercially reasonable, and non-discriminatory renewal terms.
 - ii. offer agreement terms and renewal terms for Oregon Market Agreements (including reimbursement rates and terms related to network tier, member cost-sharing, and prior authorization) to third-party home health providers that are fair, commercially reasonable, and non-discriminatory.
 - iii. not apply any existing or future policies, processes, requirements, or compensation structures relating to prior authorization for home health services for UHC plan members in Oregon that unreasonably favor UHG Home Health Agencies relative to third-party home health providers.
 - iv. not engage in any marketing efforts on behalf of UHG Home Health Agencies or undertake any communications effort designed to direct UHC members to UHG Home

Health Agencies over in-network third-party home health agencies unaffiliated with UHG; provided that nothing in this provision prevents UHC from using benefit designs or communications strategies to encourage the use of in-network providers, or a particular tier of provider, so long as such tiers and communications efforts are not exclusive to UHG Home Health Agencies.

- j. UHG Home Health Agencies shall not unreasonably favor UHC or its members over third-party payors unaffiliated with UHG (including public health insurance programs), or members thereof. Nothing in this Paragraph 10 shall preclude UHG from (a) creating or applying policies, processes, or requirements that are designed to increase care quality or improve patient outcomes, or (b) partnering with UHC entities to implement bona fide programs that are designed to increase quality, improve patient outcomes or, in the case of Value-Based Payments, control costs, on a pilot, trial, or “proof of concept” basis, provided that such programs either expire or are offered to other payers within twenty-four (24) months of initiation. In compliance with this Paragraph, UHG shall:
 - i. not terminate any existing Oregon Market Agreement with third-party payors in Oregon unaffiliated with UHG without reasonable cause, which may include breach, patient safety/quality concerns, failure to meet objective performance standards, or failure to agree to fair, commercially reasonable, and non-discriminatory renewal terms.
 - ii. demand agreement terms and renewal terms of any Oregon Market Agreement for home health services (including reimbursement rates and terms related to network tier, member cost sharing, and prior authorization) from third-party payors that are fair, commercially reasonable, and non-discriminatory.
 - iii. not maintain, implement, or enforce any policies or processes for patient admission, discharge or financial assistance that unreasonably favor UHC plan members over non-UHC members.
 - iv. not use any UHG Home Health Agency or any UHG Home Health Agency Clinical Staff to market any UHC products or services, provided that nothing in this Order shall prevent UHG, as the corporate parent of UHC, from engaging in industry standard mass and targeted marketing efforts that do not specifically target patients of UHG Home Health Agencies.
- k. During the Term, UHG Home Health Agencies and UHG Hospice Agencies shall make commercially reasonable and good-faith efforts to maintain participation in all public health insurance programs (or any successor programs providing similar benefits to similar populations) in which UHG Home Health Agencies and UHG Hospice Agencies were participants as of the Closing Date.
- l. Annual Compliance Report. UHG shall provide an annual report to OHA on compliance with the conditions of this Order (“Compliance Report”). The Compliance Report shall be due no later than 12 months following the Order Date, and subsequent reports shall be due annually thereafter for the duration of the Term. The Compliance Report must include the following information:
 - i. Certification of compliance with each Condition.
 - ii. For Condition d., a copy of the Annual Survey questionnaire.

- iii. For Condition e. UHG must provide the following information:
 - 1. A roster of members of the Home Health Committee, including name, position/title, qualification(s), date of employment, and primary work location.
 - 2. Copies of the minutes of all meetings held by the Home Health Committee during the preceding 12 months.
 - 3. Copies of all Home Health Performance Reports delivered to the Home Health Committee during the preceding 12 months.
 - 4. Copies of any Home Health Plans approved by the Home Health Committee, including amendments.
- iv. For Condition f., UHG must provide the following information:
 - 1. A roster of members of the Hospice Committee, including name, position/title, qualification(s), date of employment, and primary work location.
 - 2. Copies of the minutes of all meetings held by the Hospice Committee during the preceding 12 months.
 - 3. Copies of all Hospice Performance Reports delivered to the Hospice Committee during the preceding 12 months.
 - 4. Copies of any Hospice Plans approved by the Hospice Committee, including amendments.
- v. For Condition h., UHG shall provide:
 - 1. For the first Compliance Report, a detailed description of the activities undertaken in preparation for offering pediatric hospice service at UHG's Roseburg Hospice Agency, including all activities related to training, staffing planning, and hiring.
 - 2. Number of pediatric hospice patients served by the UHG Hospice Agency in Roseburg annually.
 - 3. A list of Clinical Caregivers and Clinical Supervisors employed by UHG and serving the Roseburg area who have completed training or education related to hospice care for pediatric patients, including position/title and date(s) on which training or education were completed.
 - 4. A list of Clinical Caregivers or Clinical Supervisors employed by UHG and serving the Roseburg area who have clinically appropriate experience caring for pediatric patients, including position/title and years of experience caring for pediatric patients.
- vi. For Condition i., UHG must provide to OHA a listing of all Oregon Market Agreements with third-party home health providers in Oregon both affiliated and unaffiliated with UHG in effect between the Closing Date and the date of the annual Compliance Report. Such listing shall include name of the agreement, parties to the agreement, execution date, provider NPI, contracted services, line of business/insurance product, network tier/status,

and a summary of any material changes and/or amendments to the agreement since the Closing Date.

- vii. For Condition j., UHG must provide to OHA a listing of all Oregon Market Agreements with third-party payors in Oregon both affiliated and unaffiliated with UHG in effect between the Closing Date and the date of the Compliance Report. Such listing shall include name of the agreement, parties to the agreement, execution date, insurance product/line of business, contracted services, network tier/status, and a summary of any material changes and/or amendments to the agreement since the Closing Date.
 - viii. For Condition k., if applicable, identification of any public health insurance program in which UHG Home Health Agencies or UHG Hospice Agencies have ceased to participate since the Closing Date and a description of the relevant circumstances and rationale for the decision to cease participation.
4. The Entities shall notify OHA within one (1) business day following completion of the Transaction by email to hcmo.info@oha.oregon.gov.

This Order will be posted to the HCMO program website at <https://www.oregon.gov/oha/HPA/HP/Pages/014-United-Amedisys.aspx>.

OHA reserves the right to enforce the Conditions set forth herein to the fullest extent provided by the law. In addition to civil penalties and any legal remedies available, OHA shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of these Conditions.

OHA is required to analyze and publish the Entities' compliance with Conditions placed on the Transaction and to assess the impact of the Transaction under ORS 415.501(19) and (20). OHA is required to publish its analyses and conclusions. Per OAR 409-070-0080, OHA may require the Entities to provide any information, reports, analyses, and documentation needed to monitor and assess the impact of the Transaction.

NOTICE OF RIGHT TO REQUEST A HEARING

You are entitled to a hearing as provided by the Administrative Procedures Act (chapter 183, Oregon Revised Statutes), ORS 415.019, ORS 415.501(18), and OAR 137-070-0075. You are entitled to be represented by an attorney at the hearing. Legal aid organizations may be able to assist a party with limited resources. The Oregon Health Authority will be represented by an Assistant Attorney General from the Oregon Department of Justice.

To request a contested case hearing, your request must be in writing and must be received within fifteen (15) days from the date this Final Order was personally served, mailed, or electronically transmitted to you, based on the date at the top of this document.

A request sent by U.S. mail is "received" on the date it is postmarked. Your request may also be emailed. Your request should be sent to:

hcmo.info@oha.oregon.gov

or

Health Care Market Oversight Program
Human Services Building
500 Summer Street NE
Salem, OR 97301

If you submit a request for a contested case hearing, you will be notified of the time place of the hearing. Information on the hearing process will be provided to you in accordance with ORS 183.413(2). Any hearing will be conducted by an administrative law judge from the Office of Administrative Hearings, assigned as required by ORS 183.635.

If you fail to request a hearing within the time allowed, if you request a hearing and subsequently withdraw your request for a hearing, if you request a hearing and fail to appear for the hearing, or if a hearing is scheduled and you later notify OHA that you will not appear at the specified time and place, you will have waived your right to a hearing, and this proposed order will become a final order by default. If OHA issues a final order by default, it designates its file on this matter, including all materials that you have submitted relating to this matter, as the record in this case for purposes of proving a prima facie case.

Dated this 12th day of June, 2026



Sarah Bartelmann, MPH
Cost Programs Manager
Oregon Health Authority

NOTICE TO ACTIVE DUTY SERVICEMEMBERS. Active-duty service members have a right to stay these proceedings under the federal service members Civil Relief Act. For more information contact the Oregon State Bar at 800-452-8260, the Oregon Military Department at 503-584-3571, or the nearest United States Armed Forces Legal Assistance Office through <http://legalassistance.law.af.mil>. The Oregon Military Department does not have a toll-free telephone number.

EXHIBIT A:
Annual Survey Questions

- I. Over the last year, out of which location have you primarily worked? (single select from list)
- II. Over the last year, in which role did you spend the majority of your time? (single select from below categories)
- a. Nursing staff including aides
 - b. Physical/occupational/speech therapy staff, including aides
 - c. Social work or bereavement staff
 - d. Other clinical staff
- III. Over the last year, how often have the following statements felt true to your experience?

Statement	Favorable	Unfavorable	Neutral
1. I am typically able to visit patients at a frequency that is consistent with the plan of care.			
2. The typical visit duration is long enough for me to provide adequate patient care.			
3. I can manage my job responsibilities in a way that enables healthy work-life balance.			
4. This organization shows a commitment to ethical care delivery and professional conduct.			
5. I have the training I need to do my job effectively.			
6. My job makes good use of my skills and abilities.			
7. I would recommend this organization's services to people I know.			
8. I can report unethical practice without fear of reprisal or retaliation.			
9. There is open and honest communication at this organization.			
10. The amount of stress in my job is manageable.			
11. I intend to keep working at this organization.			
12. I believe in the organization's values.			

EXHIBIT B-1:
Performance Metrics

Metric	Definition
Average Daily Census (ADC)	Number of patient days during the reporting period, divided by number of days in the reporting period.
Average FTE	Total hours worked during the reporting period, divided by the standard full-time hours in the reporting period.
Number of departures	Number of Clinical Caregivers who voluntarily left their position during the reporting period.
Average number of visits per FTE per week	Total number of visits rendered by Clinical Caregivers during the reporting period, divided by the average FTE over the reporting period, divided by 52 (annual) or 13 (quarterly).
Distribution of responses to each Annual Survey Question	For each Annual Survey statement listed in Attachment A, the percentage of respondents selecting each response option: Favorable, Unfavorable, and Neutral.
Annual Survey response rate (overall)	Percentage of Clinical Caregivers who submitted any responses to the Annual Survey.
Response rate for each Annual Survey Question	For each Annual Survey statement, percentage of Clinical Caregivers who responded.

All Performance Metrics shall be measured and reported on a quarterly basis and annually, except for Performance Metrics based on Annual Survey responses, which shall be reported annually. Performance Metrics must be reported separately for home health and hospice lines of business using the template provided as Exhibit B-2.

EXHIBIT B-2:
Performance Report Templates

This document is posted to OHA's website at <https://www.oregon.gov/oha/HPA/HP/HCMOPageDocs/014-Order-Exhibit-B-2.xlsx> and is incorporated herein by reference.

EXHIBIT C:
Definitions

When used and not otherwise defined in this Order, the following terms have the meaning given below:

“Agreement” means contracts, contractual rights, customer relationships, agreements, arrangements, commitments, or understandings, formal or informal, oral or written, between two or more persons.

“Amedisys Agency” means any home health or hospice agency licensed in Oregon and owned by Amedisys immediately prior to the Closing Date.

“any” means one or more.

“Clinical Caregivers” means full-time, part-time, or contract employees (including nurses, physicians, advanced practice practitioners, home health aides, physical therapists, speech-language pathologists, respiratory or occupational therapists, bereavement counselors, social workers, hospice aides, and other healthcare professionals) who provide direct care to patients assigned to UHG Home Health or Hospice Agencies.

“Clinical Supervisors” means full-time, part-time, or contract employees (including nurses, physicians, advanced practice practitioners, physical therapists, speech-language pathologists, respiratory or occupational therapists, bereavement counselors, social workers, and other health care professionals) who directly supervise Clinical Caregivers.

“Closing” and/or **“Closing Date”** means August 14, 2025.

“Describe in detail” or **“detailed description”** includes a requirement to provide a complete description and explanation of the facts, circumstances, analysis, opinion and other information relating to the subject matter of a specific condition.

“FTE” means a unit of measurement that indicates the workload of an employed or contracted person, whether they are full-time or part-time, in terms of a standard full-time position.

“including” means including but not limited to.

“Oregon Market Agreement” means, Payor-Provider Agreement with (a) a home health or hospice agency licensed to deliver home health or hospice services in the state of Oregon, or (b) an issuer of a health benefit plan (as such term is defined in ORS 743B.005(16)) in the state of Oregon, in each case including home health or hospice services delivered in Oregon. A Payor-Provider Agreement shall not be deemed an Oregon Market Agreement if the Payor-Provider Agreement covers services delivered in multiple states.

“Order Date” means the effective date of this Order.

“Payor-Provider Agreement” means any Agreement with a health plan or payor related to negotiated rates for payment of or reimbursement for home health or hospice services. A Payor-Provider Agreement does not include

any agreement with or relating to an employee welfare benefit plan that is exempt from state regulation under the federal Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

“Professional Staff” means full-time, part-time, or contract employees who are not Clinical Caregivers or Clinical Supervisors and who provide administrative, managerial, or other non-clinical services to UHG Home Health or Hospice Agencies.

“Professional Staff Supervisors” means full-time, part-time, or contract employees who are not Clinical Caregivers or Clinical Supervisors and who directly supervise Professional Staff.

“Relating to” or **“Related to”** means containing, constituting, considering, comprising, concerning, discussing, regarding, describing, reflecting, studying, commenting or reporting on, mentioning, analyzing, or referring, alluding, or pertaining to, in whole or in part.

“Term” means a period of five (5) years that commences on the Order Date.

“UHG” means UnitedHealth Group Incorporated, a Delaware corporation with its headquarters in Eden Prairie, Minnesota, its successors and assigns, and its subsidiaries, and divisions, and controlled groups, affiliates, partnerships, and joint ventures.

“UHG Home Health Agency or Agencies” means any UHG-owned home health agency or agencies licensed and operating in Oregon, including Amedisys Agencies, following the Closing Date.

“UHG Hospice Agency or Agencies” means any UHG-owned hospice agency or agencies licensed and operating in Oregon, including Amedisys Agencies, following the Closing Date.

“Value-Based Payment” means reimbursement from a payor to a provider for health care services that meets the criteria for Category 2C or higher under the Health Care Payment Learning Action Network Alternative Payment Model Framework.²

² See <https://hcp-lan.org/apm-framework/>.