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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 MultiCare Health System and Samaritan Health Services.	))))	Proposed Findings of Fact, Conclusions of Law, and Order Transaction ID: 066

The Oregon Health Authority ("OHA") is the state agency charged with regulating material change transactions under Oregon Revised Statutes (ORS) 415.500 through 415.900 and Oregon Administrative Rules (OAR) 409-070-0000 through 409-070-0085. Material change transactions involving domestic health insurers are jointly regulated by OHA and the Department of Consumer and Business Services (DCBS).

This Order resolves the Notice of Material Change Transaction (the "Notice") filed by MultiCare Health System ("MultiCare") on or about November 7, 2025, with respect to the non-domestic health insurer portion of the proposed affiliation with Samaritan Health Services, Inc. (Samaritan). (MultiCare and Samaritan are sometimes referred to collectively as the "Entities.") Pursuant to ORS 415.501(3), DCBS will issue its own determination resolving the domestic health insurer portion of the proposed transaction.

On December 26, 2025, 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 proposed transaction. OHA's review analyzed the potential impact of the Transaction. The analysis followed guidelines and methods set out in the Health Care Market Oversight Analytic Framework (see https://www.oregon.gov/oha/HPA/HP/HCMOPageDocs/OHA-HCMO-Analytic-Framework-FINAL.pdf), 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 will be posted to the HCMO website at www.oregon.gov/hcmo, which is incorporated herein by reference. A public comment period was open from December 26, 2025 through August 24, 2026. OHA received 28 comments.

Now, therefore, upon due consideration of the circumstances, including the Notice, documentation filed in support of the Notice, public comments, regularly required reporting to OHA, databases maintained by OHA, databases maintained by federal agencies, websites of the Entities, press reports, academic research articles, other publicly available reports, public testimony, OHA enters the following Proposed Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

OHA FINDS that:

1. On or about November 7, 2025, MultiCare filed the Notice with OHA.

2. On or about November 21, 2025, OHA notified MultiCare that the Notice was incomplete, provided guidance about submission requirements, and requested additional information ("1st RFI").

3. On or about December 5, 2026, and December 23, 2026, MultiCare filed a revised Notice and additional supporting documentation with OHA.

4. On or about December 26, 2026, OHA notified the Entities that it confirmed receipt of a complete Notice. OHA commenced the preliminary review pursuant to OAR 409-070-0055 and notified the Entities that the preliminary review timeline was tolled pending receipt of complete responses to OHA's 1st RFI.

5. On or about December 26, 2025, MultiCare submitted a response to OHA's 1st RFI.

6. On or about January 9, 2026**,** MultiCare filed a Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer ("Form A") with DCBS pursuant to ORS 415.501(3)(a) and ORS 732.517 to 732.546.

7. On or about January 28, 2026, OHA notified MultiCare that its' response to OHA's 1st RFI was incomplete and provided guidance about submission requirements.

8. On or about January 30, 2026, MultiCare submitted an updated response to OHA's 1st RFI.

9. On or about February 3, 2026, OHA confirmed receipt of complete responses to its 1st RFI, and confirmed OHA ended tolling of the preliminary review period.

10. On or about February 5, 2026, OHA issued a second request for additional information ("2nd RFI") from the Entities and tolled the preliminary review period pursuant to OAR 409-070-008.

11. On or about February 16, 2026, MultiCare submitted a response to the 2nd RFI.

12. On or about April 3, 2026, OHA notified MultiCare that its response to the 2nd RFI was incomplete and provided guidance about submission requirements ("April 3rd Letter").

13. On or about April 10, 13, and 20, 2026 the Entities submitted responses to the April 3rd Letter.

14. On or about May 21, 2026, OHA issued a third request for additional information ("3rd RFI") to the Entities and notified the Entities that the 2nd RFI was incomplete and provided guidance about submission requirements.

15. On or about June 4, 2026, the Entities submitted responses to the 3rd RFI.

16. On or about June 24, 2026, OHA notified MultiCare that the 2nd and 3rd RFI responses were incomplete and provided guidance about submission requirements ("June 24th Letter").

17. On or about July 8, 2026, the Entities submitted responses to the June 24th letter.

18. On or about July 27, 2026, OHA confirmed receipt of complete responses to the 2nd RFI and 3rd RFI, and confirmed OHA ended tolling of the preliminary review period. OHA commenced the preliminary review pursuant to OAR 409-070-0055 and communicated that the review would be completed on or before August 24, 2026, unless extended in accordance with applicable statutes and administrative rules.

19. OHA accepted public comments on the Transaction from December 26, 2025, through August 24, 2026. OHA received 28 public comments that are posted at https://www.oregon.gov/oha/HPA/HP/Pages/HCMO-transaction-notices-and-reviews.aspx.

20. MultiCare is a non-profit health care system incorporated in Washington State. MultiCare provides services in Washington State through 13 hospitals, eight off-campus emergency departments, ambulatory surgery centers, urgent care clinics, pediatric and specialty care outpatient clinics, and home health and hospice agencies.

21. Samaritan is an Oregon nonprofit hospital system serving residents of the mid-Willamette Valley and Central Coast areas of Oregon. Samaritan owns five hospitals, over 80 physician outpatient clinics, five urgent care centers, one ambulatory surgical center, and two insurance plans that serve Medicare, Medicaid, commercial and self-funded groups.

22. Samaritan has 6,311 employees and 646 clinicians. Between September 1, 2024, and August 31, 2025, Samaritan cared for over 229,000 patients.

23. Samaritan operates multiple health plans through two subsidiary entities: Samaritan Health Plans, Inc. ("SHP") and InterCommunity Health Plans ("IHP"). Samaritan also directly operates a self-funded health plan called Samaritan Choice. SHP, IHP, and Samaritan Choice collectively cover close to 100,000 members.

24. Through IHP, Samaritan operates a coordinated care organization ("CCO"), InterCommunity Health Network CCO ("IHN-CCO"), that provides Medicaid benefits to residents of Benton, Linn, and Lincoln counties in Oregon. As of August 1, 2025, IHN-CCO covered 87,304 members.

25. Through SHP, Samaritan offers large and small group commercial health plans to employers in Oregon. As of August 1, 2025, SHP covered 1,170 commercial members. SHP also offers a Dual Eligible Special Needs Plan (D-SNP) for individuals who qualify for both Medicare and Medicaid.

26. Through Samaritan Choice, Samaritan operates a self-funded health plan for employees and their dependents. Regence BlueCross BlueShield became the third-party administrator for Samaritan Choice beginning in 2026. As of August 1, 2025, Samaritan Choice covered 10,165 members.

27. Each of Samaritan's five hospitals operate a non-profit foundation that provides philanthropic support to its respective hospital.

28. Samaritan is the sole corporate member of each of its five hospitals. Samaritan is governed by a Board of Directors (the "Samaritan Board") consisting of 15 voting members and one non-voting member. The Samaritan Board has reserved powers over each of its hospitals' local boards to support the Samaritan's ability to oversee and coordinate the activities of the health system. These powers include decisions regarding expansion or closure of services, sale of assets, control over mergers and acquisitions, approving the annual budget, as well as other duties.

29. On November 18, 2025, Samaritan, Samaritan's affiliates and subsidiaries, and MultiCare executed an Affiliation Agreement ("Affiliation Agreement") pursuant to which MultiCare will become the sole corporate member of Samaritan, while Samaritan will continue to be the member or shareholder, as applicable, of all Samaritan affiliates.

30. As part of the proposed transaction, MultiCare will make a $700 million capital commitment to Samaritan over 10 years. The Entities intend to develop a joint capital commitment plan. The Entities state that these investments will include renovation and expansion of Good Samaritan Hospital Corvallis dba Good Samaritan Regional Medical Center (GSRMC); recruitment of physicians and advanced practice providers to expand services; development of new ambulatory and outpatient care locations; and other identified community health needs.

31. The Entities' currently planned initial capital commitment projects fall into the following categories: 1) deferred maintenance; 2) replacement of aging clinical equipment, 3) expansion of GSRMC and Level II Trama Center Support; and 4) technology and Infrastructure Improvements.

32. The Entities have identified the following planned projects to expand access to outpatient care: 1) an off-campus emergency department in or near Albany; 2) one or two ambulatory surgery centers in or near Corvallis and/or Albany; 3) six to eight urgent care centers across Samaritan's service area, based on patient demand; 4) four to eight outpatient rehabilitation centers throughout the service region; and 5) one to two outpatient imaging centers.

33. The Entities also state that the proposed transaction will allow for recruitment of additional providers. The Entities have identified initial recruitment priorities of: 1)15 to 30 primary care, behavioral health, and pediatric physicians and 5 to 15 specialists in otolaryngology (ENT), allergy, gastroenterology, dermatology, and neurology.

34. Samaritan has also forecasted it will need an additional 35 inpatient beds at GSRMC in the next ten years. Samaritan's forecast does not expect a need for additional beds at its other four hospitals.

35. Samaritan's annual capital and operating budget will first be drafted by Samaritan's local leadership and then subject to review by MultiCare as its sole corporate member. Specifically, the proposed budget must be reviewed and approved by each in the following order: 1) MultiCare's management, 2) Samaritan's Board, and 3) MultiCare's Board. If MultiCare's Board does not approve the budget, the budget will go back to Samaritan's local leadership to make changes and then go through the same approval process.

36. As part of the proposed transaction, MultiCare has committed to the following for at least the next three years:
    a. Continue offering all of Samaritan's existing services as described in the Notice;
    b. Continue operating IHN-CCO as a Coordinated Care Organization serving Benton, Lincoln, and Linn counties, subject to the Oregon Health Authority's procurement process and contractual discretion, and
    c. Continue offering a dual eligible special needs plan, or equivalent product, in Benton, Lincoln, and Linn Counties, subject to the Centers for Medicare and Medicaid Services' procurement process and contractual discretion.

37. As part of the proposed transaction, MultiCare shall not sell or transfer all or substantially all of Samaritan's assets or interests to a third-party or engage in any dissolution of Samaritan or its hospitals for a minimum of seven years following the closing without the prior approval of the Samaritan Board.

38. Post-closing, the existing Samaritan Board will remain in place. Additional members of the Samaritan Board may be added but must be nominated by both the Samaritan Board and the nominating committee of the MultiCare Board. Subject to MultiCare's reserve powers as the sole member of Samaritan, the Samaritan Board will retain authority over Samaritan's governance, operations, business, and exercise of reserve powers of its direct subsidiaries.

39. Under the Affiliation Agreement, MultiCare must expand the MultiCare Board to include an "Oregon representative" who can bring a meaningful Oregon perspective to the MultiCare Board through demonstrated connections to, and experience with, Oregon.

40. Each of the Samaritan Foundations will retain their current structure, with assets held exclusively for the benefit of Samaritan and its hospitals.

41. The Affiliation Agreement provides for enforcement by Samaritan of these commitments through the creation of an Enforcement Committee to be established by Samaritan at close of the transaction. The primary responsibility of the Enforcement Committee will be ensuring that these agreed upon commitments within the Affiliation Agreement are met. If there are unexpected

circumstances or a situation beyond the Entities' control, approval by both the MultiCare Board and Samaritan Board would be required.

42. Samaritan's financial outlook is not strong. In 2024, Samaritan failed to meet one of its bond covenants. According to Samaritan, an independent financial consultant stated it could meet its immediate bond obligations without partnering but it would have to divest its health plans and make workforce and service reductions.

43. Samaritan states that it would need to maintain operating margins between 4-5% for nine consecutive years in order to grow its cash reserves to the level required to support additional debt to undertake infrastructure improvements and to maintain compliance with existing debt covenants. Samaritan stated its operating margin has only been greater than 3% twice in the past 10 years and was less than 0.5% for five of the last ten years.

44. Samaritan's audited financial statements show that over the past 2 years, Samaritan has not had positive net income. Over the past 3 years, Samaritan has not made an operational profit. As a result, their net assets have decreased and have not maintained consistent cashflow or positive debt coverage ratios.

45. MultiCare has a stronger financial position, as of December 2024, MultiCare held $2.6 billion in cash and investments, equating to 172 days cash on hand—well above the "A" rating medians for liquidity and cash-to-debt ratios. MultiCare has ample cash reserves, enough available to pay off Samaritan's liabilities.

46. Although MultiCare is financially more stable than Samaritan, there is some risk. MultiCare continues to run at an operational loss, incurring $63 million in losses in 2025. This was an improvement from $116 million in losses in 2024 and $188 million in 2023. MultiCare has covered these losses with non-operational funds, resulting in net positive income.

47. MultiCare has an acceptable ratio of equity but has issued $1.1 billion in bonds between 2020 and 2024.

48. OHA's analysis found that Samaritan is not at risk for insolvency, but that in the absence of the transaction, Samaritan would likely be forced to reduce expenses and services. MultiCare's stronger financial condition would likely provide Samaritan with short-term stability to reduce the risk of debt default by Samaritan.

49. The Entities have stated they do not plan to reduce any service, close any facilities, or divest any of Samaritan's assets.

50. The Samaritan Board will continue to have authority over any proposed changes to locations or service lines. Any decision to close or materially reduce locations or service lines is subject to review and approval by the Samaritan Board. Decisions involving the closure of hospitals, other

material facilities, or significant service lines will require engagement by the MultiCare Board as well.

51. Samaritan has also stated that all existing payer contracts will remain in place at closing.

52. The Entities financial assistance policies are similar. MultiCare provides a slightly more general financial assistance policy in terms of the discount offered at certain higher income level ranges. Both Samaritan and MultiCare provide charity care for individuals under 400% of the FPL.

53. Article VII, Section 7.3 of the Affiliation Agreement provides that the transaction will not change the independence of the Samaritan Medical Staff. The Entities state that there will be no changes to medical staff membership, privileges, or leadership roles at closing. The medical staff will remain independent and operate under existing bylaws.

54. The proposed transaction will not increase market concentration in Samaritan's service area. Samaritan and MultiCare's service areas do not overlap. MultiCare serves patients mostly in Washington State. The closest hospital to Oregon is MultiCare Yakima Memorial Hospital which is 90 miles from the closest Oregon city. Samaritan's service area captures most of the populations of Benton, Lincoln, and Linn Counties, and small portions of Marion and Polk Counties.

55. While the Entities do not directly compete with each other, Samaritan and MultiCare contract with some of the same payers in both Oregon and Washington. Research has shown that cross-market consolidation could lead to higher prices if a combined health system is able to use its dominant market position and increased payer negotiation resources to bargain for higher reimbursement rates.

56. The Entities state that the affiliation will positively impact health care costs as Samaritan intends to invest in expanding access to facilities that alternatives to higher-cost sites care, such as ambulatory surgical centers and urgent care centers.

CONCLUSIONS OF LAW

1. The Notice is supported by the required documentation and meets the requirements of the Health Care Market Oversight 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. The transaction is not likely to substantially alter the delivery of health care in Oregon.

        i. Partnering with MultiCare would likely stabilize Samaritan's short-term financial condition and reduce the risk of service reductions. Although solvency is not

imminent, Samaritan's current financial condition is weak. MultiCare's financial condition is stable and has ample cash to cover Samaritan's liabilities. OHA has included conditions to ensure the proposed transaction will provide Samaritan with short-term financial stability through the commitments made by MultiCare, lowering the risk of closures or service reductions.

ii. The proposed transaction has the potential to improve access to care in the Samaritan service area. The capital commitment will allow Samaritan to make necessary infrastructure improvements, as well as open new ambulatory and outpatient locations, and recruit additional physicians, to meet the growing community need. The Entities do not plan to reduce any services, close any locations, or make changes to Samaritan's payer contracts. The Entities also currently offer similar financial assistance policies. OHA has included conditions to ensure the capital commitment plans materialize and that the Entities continue to providing current services without significant reductions and at same or similar locations.

iii. The proposed transaction is unlikely to negatively affect the quality and delivery of clinical care provided by Samaritan. Local governance and local oversight of the medical staff will be maintained, therefore significant changes in operations or clinical practice are not expected. OHA has included conditions to ensure local governance and oversight of the medical staff will be maintained.

iv. The proposed transaction is unlikely to increase health care costs for patients and payers. The proposed transaction will not result in increased market concentration as the Entities serve distinct markets. While there is some potential for increased negotiating leverage with payers due to cross-market effects, OHA has included conditions to mitigate this concern. There is also some potential for the proposed transaction to positively impact the cost of care through increased utilization of lower cost-of-care sites.

ORDER AND CONDITIONS

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

1. The non-domestic health insurer portion of the proposed transaction is hereby APPROVED WITH CONDITIONS upon the basis of the information contained in the Notice of Material Change Transaction to date.

2. The Entities shall complete the transaction consistent with the Notice and as conditionally approved by OHA.

3. The Entities shall take all actions necessary to ensure that the Entities comply with and satisfy all commitments and representations included in the Notice and any subsequent filings with OHA.

4. The Entities shall notify OHA of any material modifications or amendments of the Agreement. If any material modification to the Agreement is executed, such modification shall be presented to OHA no less than fifteen (15) calendar days prior to the effective date of the modification. Such modifications do not include scrivener's errors such as typos, incorrect numbers, omitted words, or other modifications that do not materially change the terms of the Agreement. OHA may issue an order blocking such modification prior to its effective date if the modification violates Conditions 4 through 9 or changes the basis on which OHA approved this transaction.

5. Within fifteen (15) calendar days of adoption or amendment of the Capital Commitment[1] Plan outlined in Section 7.4 of the Agreement, Entities shall submit a copy of the Capital Commitment Plan to OHA, detailing how the $700 million will be spent, which will include a brief description, allocated fund amount, breakdown of expected expenses, and timeline for investments or initiatives. Nothing shall limit the parties' ability to modify the Plan without notice or approval, at any time and for any reason, at its sole discretion.

    a. Post a public-facing summary version of the Capital Commitment Plan to Samaritan's website, which omits all information that may be considered confidential or trade secret.

    b. Provide a copy of the Capital Commitment Plan to each of the local Samaritan hospital boards

6. Within fifteen (15) calendar days of initial appointment of the Oregon Nominee[2] per Section 7.5(b) of the Agreement, Entities shall provide a description of the background and qualifications of the appointed Oregon Nominee and how those qualifications meet the criteria as identified by the Entities in the Notice and subsequent filings with OHA.

7. Within fifteen (15) calendar days of entering into any waiver of the alleged default, forbearance agreement, or other resolution to the alleged default under Samaritan's Master Trust Indenture pursuant to Section 7.7 of the Agreement (the "Cure"[3]), Entities shall provide notice to OHA and a description of the Cure.

8. For a period of ten (10) years from the date of Closing, this Order shall be conditioned upon and subject to the following:

    a. MultiCare shall allocate the $700 million Capital Commitment, as outlined in Section 7.4 of the Agreement.

[1] "Capital Commitment" has the meaning set forth in the Agreement.
[2] "Oregon Nominee" has the meaning set forth in the Agreement.
[3] The "Cure" has the meaning as set forth in the Agreement.

i. Entities must provide written notification to OHA in the event of any proposed reduction to the $700 million Capital Commitment under the terms of Section 7.4 of the Agreement. This written notification must be submitted to OHA no later than ten (10) business days following determination of such proposed reduction.

ii. Entities must provide written notification to OHA in the event of any extension to the 10-year Capital Commitment Period, as outlined in Section 7.4 of the Agreement. This written notification must be submitted to OHA no later than ten (10) business days following determination of such extension.

iii. Regardless of Samaritan's financial performance, MultiCare shall allocate a minimum of $300 million of the Capital Commitment to Samaritan during the first five (5) years of the 10-year Capital Commitment Period to fund, at a minimum, the following:

    1. infrastructure and expansions at Good Samaritan Regional Medical Center;

    2. recruitment or maintaining employment of physicians and advanced practice providers in practice areas including, but not limited to, primary care, behavioral health, pediatrics, otolaryngology, allergy, gastroenterology, dermatology, and neurology; and

    3. development of new ambulatory and outpatient care locations throughout the communities served in the Samaritan Service Region,[4] including, but not limited to:

        a. an off-campus emergency department in or near the Albany market;

        b. one to two ambulatory surgery centers in or near Corvallis and Albany;

        c. six to eight urgent care centers across Samaritan's service area, based on patient demand;

[4] "Samaritan Service Region" means Benton, Lincoln, and Linn Counties, Oregon, where Samaritan operates five community hospitals and physician clinics.

d. four to eight outpatient rehabilitation centers throughout the service region; and

e. one to two outpatient imaging centers.

b. No later than thirty (30) calendar days following close of the transaction, Entities shall identify an individual who shall be responsible for overseeing the Entities' compliance with this order ("Compliance Officer").

i. Entities shall provide the Compliance Officer's name and contact information to OHA within one (1) business day from the date on which the Compliance Officer is appointed.

ii. The Compliance Officer's responsibilities shall extend for 10 years following the close of the transaction. Should the Compliance Officer depart from their position, Entities shall appoint a new Compliance Officer and provide the name and contact information for such individual no later than thirty (30) days from the date of the Compliance Officer's departure.

9. For a period of five (5) years from the date of Closing, this Order shall be conditioned upon and subject to the following:

a. Except for routine accounting and financial management purposes typical of a consolidated health system, MultiCare shall not receive or receive the benefit of, distributions or funding from Samaritan, nor shall Samaritan's Net Profits[5] be used to fund MultiCare operations outside the State of Oregon. Nothing in this Order shall prohibit MultiCare and its affiliates from entering into intercompany arrangements for the provision of services or support to Samaritan and its affiliates, which may include supplies, technology, and intellectual property. The terms of any such intercompany arrangement must be commercially reasonable and consistent with other shared services and support arrangements within the MultiCare health delivery system.[6]

b. MultiCare shall continue to operate and maintain existing Samaritan Hospitals as Oregon nonprofit corporations operating under a general acute care hospital license, pursuant to OAR 333-500-0032 and OAR 333-520-0000 through 0120.

[5] "Net Profits" means, for any fiscal year, the excess, if any, of operating revenues over operating expenses of Samaritan attributable to operations in the Samaritan Service Region, determined in accordance with GAAP on a basis consistent with Samaritan's historical financial statements. "GAAP" has the meaning set forth in the Agreement.

[6] Nothing in this Condition shall prohibit Samaritan from becoming part of MultiCare's obligated group, as contemplated by Section 7.7 of the Agreement.

i. At minimum, MultiCare shall use commercially reasonable efforts to maintain the following hospital-based services without a significant reduction in service levels currently in effect as of the date of this order and at the same or similar locations without a significant increase in time or distance for community members to access:[7]

1. 24/7 emergency department;
2. Trauma services;
3. ICU/CCU care;
4. Inpatient and outpatient medical and surgical services;
5. Birthing, labor, and delivery services;
6. On-site pharmacy services;
7. A pharmacist on call 24/7 to staff the pharmacy;
8. Diagnostic imaging services; and
9. Laboratory services.

ii. Nothing in this Condition permits MultiCare to reduce services in a manner inconsistent with commitments made in the Notice or OHA approval conditions.

iii. Entities shall notify OHA no later than 15 calendar days after any decision of the MultiCare or Samaritan Board of Directors approving any of the following:

1. Discontinuing or significantly reducing one or more of the service lines outlined in section i. of this Condition 8.b; and
2. Filing a request to OHA's licensing division, under OAR 333-500-065, for a waiver of certain service line requirements. Entities must provide a courtesy copy of any such request to OHA's HCMO program.

c. Samaritan shall use commercially reasonable efforts to maintain the non-hospital based services identified in 8.c.i without a significant reduction in service levels currently in

[7] "Significant Reduction" of services occurs when any of the concepts outlined in OAR 409-070-0010(3) changes by one-third or more. See OHA Guidance for more information at: https://www.oregon.gov/oha/HPA/HP/Pages/Guidance-Documents.aspx.

effect as of the date of this order and at the same or similar locations without a significant increase in time or distance for community members to access.[8]

i. This condition applies to the following Samaritan non-hospital based existing services:

1. Primary care;

2. Specialty care;

3. Urgent care centers; and

4. Ambulatory surgery.

ii. Nothing in this Condition permits Samaritan to reduce services in a manner inconsistent with commitments made in the Notice or OHA's approval conditions.

iii. Samaritan shall notify OHA no later than 15 days after any decision of the Samaritan Board of Directors approving any of the following:

1. Discontinuing or significantly reducing one or more of the service lines outlined in section i. of this Condition 8.c.i; and

2. Filing a request to OHA's licensing division, under OAR 333-500-065, for a waiver of certain service line requirements. Entities must provide a courtesy copy of any such request to OHA's HCMO program.

d. Samaritan shall maintain its current and active enrollment in the Medicare program in accordance with 42 C.F.R. § 424.510, the Oregon Medicaid Program in accordance with OAR § 410-120-1260, and their direct enrollments in other government healthcare programs in which Samaritan was actively enrolled as of the Notice Date.

e. Samaritan shall make commercially reasonable efforts to maintain participating provider agreements with the coordinated care organizations ("CCOs") that Samaritan contracted with as of the date of the Notice was submitted to OHA.

[8] "Significant Reduction" of or "significantly reducing" services occurs when any of the concepts outlined in OAR 409-070-0010(3) changes by one-third or more. See OHA Guidance for more information at: https://www.oregon.gov/oha/HPA/HP/Pages/Guidance-Documents.aspx.

f. Unless a payer voluntarily requests otherwise, Samaritan must not expressly or implicitly condition the participation of, or impose any Contract Terms[9] concerning, one or more affiliated hospitals on the participation of, or any Contract Terms concerning, one or more other affiliated hospitals with any payer. This prohibition includes:

    i. Engaging in "all-or-nothing" contracting for hospital services or requiring a payer to contract with all affiliated hospitals and not permitting a payer to contract with individual hospitals

    ii. Explicitly or implicitly penalizing a payer for contracting with individual hospitals, including setting significantly higher than existing out-of-network fees for any or all affiliated hospitals should the payer choose to not contract with less than all affiliated hospitals.

g. Samaritan must maintain financial assistance policies consistent with applicable state and federal law.

10. For a period of ten (10) years from the date of this Order, this Order shall be conditioned upon and subject to the following:

    a. Samaritan and MultiCare shall provide written updates to OHA of any of the below-listed changes to the governance of Samaritan no later than fifteen (15) days following each such change. These written updates must include a description of and explanation for all such changes. Notice is required for

        i. Changes to membership of Samaritan Board of Directors; and

        ii. Updates to Samaritan Governing Documents[10]; and

        iii. Replacement of the Oregon Nominee, and

        iv. Updates to MultiCare Governing Documents that add, remove, or change MultiCare's reserved powers over the Samaritan Board.

[9] "Contract Terms" means the conditions under which one or more affiliated hospitals is willing to contract with a payer, including price terms and terms under which one or more affiliated hospitals will participate as a network provider (including participation in a tiered or narrow network).

[10] "Governing Documents" has the meaning set forth in the Agreement.

b. Samaritan shall provide an Annual Compliance Report to OHA. The first annual compliance report must be submitted no later than twelve (12) months following the date of closing. This annual compliance report must include:

   i. A certification as to compliance with the terms of this order. The certification must separately address each condition, as applicable in the given year of reporting. For each condition being certified, sufficient information, in the form of a written narrative and/or documentation, must be provided to assess the validity of the certification.

   ii. Information on all spending and investments outlined in the Capital Commitment Plan, including:

      1. A description of all investments and/or projects;

      2. The amount spent or allocated; and

      3. Any changes or updates to the Capital Commitment Plan.

   iii. Information regarding Samaritan's performance on the financial performance metrics referenced in Exhibit 7.4(a) to the Agreement.

   iv. For the first five (5) years of the Annual Compliance Report, Entities shall include a list of all payer contracts entered into, terminated, or non-renewed over the prior twelve (12) months, together with a list of currently contracted payers.

      1. For the first five (5) years of the Annual Compliance Report, Entities shall provide for Samaritan's top five largest payers by revenue for each commercial and Medicare Advantage, a summary of any material changes and/or amendments to the contracts since the close of the transaction or, in subsequent years, the Entities' last annual Compliance Report. Entities may provide copies of the payer contracts in lieu of providing a written summary if desired.

   v. For the first five (5) years of the Annual Compliance Report, Entities shall include an annual staffing report that includes data on total employed staff and FTE by job title, broken into reporting categories of clinical and non-clinical.

   vi. Any written notices of an Enforcement Dispute provided by Samaritan to MultiCare pursuant to Article XII(c)(i) of the Agreement and a summary of the status of the efforts to resolve all such Enforcement Disputes.

vii. This Annual Compliance Report shall be due on the first day of the subsequent month following the closing date of the proposed transaction (e.g. if the closing date is April 15, 2026, the first Annual Compliance Report would be due on May 1, 2026).

11. Entities will be permitted to petition OHA for any needed modifications to or exceptions from any of the conditions contained herein. To petition for modification, Entities shall apply in writing to OHA and include any documentation supporting the need for such modifications or exceptions. A petition that fails to properly substantiate the need for such modification or exception will not be accepted as a complete petition.

    No later than ten (10) business days following OHA's receipt of Entity's compliance petition, OHA shall notify the Entities if the petition is complete or specify the additional information OHA requires to make its decision. No later than fifteen (15) business days following OHA's confirmed receipt of Entities' complete petition, OHA shall notify the Entities of its determination of the requested modification or exception. In the event OHA requires additional information or clarifications to evaluation Entities' petition, OHA shall notify the Entities 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 receipt of the requested information.

12. 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 Health Care Market Oversight Program website at https://www.oregon.gov/oha/HPA/HP/Pages/health-care-market-oversight.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, and OAR 409-070-0075. 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
800 NE Oregon St
Suite 772
Portland, OR 97232

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 24th day of August, 2026

Zachary Goldman, MPP
Acting 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.