

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
HOUSECALL PROVIDERS SERVICES, LLC**
an Oregon limited liability company

This Amended and Restated Operating Agreement (this “*Agreement*”) is entered into by and between **Housecall Providers Services, LLC** (formerly known as HCP Services, LLC), an Oregon limited liability company (the “*Company*”) and **CareOregon, Inc.**, an Oregon nonprofit corporation (the “*Member*” or “*CareOregon*”), the Company’s sole member, on the following terms and conditions:

**ARTICLE 1
THE COMPANY**

1.1 Name. The Company was organized under the name of HCP Services, LLC. Effective as of May 31, 2017, the Company’s articles of organization were amended to change the name of the Company to Housecall Providers Services, LLC.

1.2 Effective Date. The Company and Member adopted an initial Operating Agreement effective as of April 26, 2017 (“*Initial Operating Agreement*”). The Company and the Member desire to and hereby approve amending and restating the Initial Operating Agreement in its entirety by adopting this Amended and Restated Operating Agreement effective as of October 1, 2021 (“*Effective Date*”).

1.3 Duration. The duration of the Company shall be perpetual, unless earlier dissolved pursuant to this Agreement.

1.4 Principal Place of Business. The principal office of the Company shall initially be at 315 SW Fifth Avenue, Portland, Oregon 97204. The Member may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The Company’s initial registered office shall be at 315 SW Fifth Avenue, Portland, Oregon 97204, and the name of its initial registered agent at such address shall be CareOregon, Inc.

1.6 Purpose and Powers. The purpose of the Company is to engage in any activity approved by the Member and for which limited liability companies may be organized in the State of Oregon. The Company shall possess and may exercise all powers and do every act not inconsistent with the articles of organization, this Agreement, the Act or any other law which is necessary or convenient to promote and effect any or all of the purposes of the Company. Notwithstanding any other provision of this Agreement, the Company shall not carry on any activities not permitted to be carried on (i) by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Code*”), or (ii) by an organization, contributions to which are deductible under Section 170(c)(2) of the Code.

1.7 Admission of Member. As of April 26, 2017, CareOregon, Inc. was admitted as the sole Member of the Company.

1.8 Definitions. For purposes of this Agreement, and in addition to capitalized terms defined elsewhere in this Agreement, the capitalized words and phrases used in this Agreement have the following meanings:

- (a) “**Act**” means the Oregon Limited Liability Company Act, ORS 63.001, et. seq., as amended from time to time.
- (b) “**Board**” has the meaning set forth in Section 3.1.
- (c) “**Capital Contribution**” means any contribution of Property made by or on behalf of the Member as consideration for a Membership Interest or as a contribution of the capital of the Company.
- (d) “**Chair**” has the meaning set forth in Section 3.3.
- (e) “**Covered Person**” has the meaning set forth in Section 8.2(a).
- (f) “**Manager**” means any Person appointed by the Member to serve as a manager of the Company pursuant to this Agreement.
- (g) “**Member**” means the Member executing this Agreement or any transferee of the Member.
- (h) “**Membership Interest**” means the Member’s collective rights in the Company, including, without limitation, the right to receive distributions of the Company’s assets and any right to vote or participate in management of the Company, together with all obligations of the Member to comply with the terms and provisions of this Agreement.
- (i) “**Officer**” has the meaning set forth in Section 3.5(a).
- (j) “**Person**” means any individual, partnership (whether general or limited), limited liability company, Company, trust, estate, association, nominee or other entity.
- (k) “**Proceeding**” has the meaning set forth in Section 8.2(a).
- (l) “**Property**” means any property, real or personal, tangible or intangible (including goodwill), including cash and any legal or equitable interest in such property.
- (m) “**Transfer**” means, as a noun, any voluntary or involuntary transfer, exchange, assignment, sale, pledge or hypothecation or other disposition and as a verb, voluntarily or involuntarily to transfer, exchange, assign, sell, pledge or hypothecate or otherwise dispose of.

ARTICLE 2 CAPITAL CONTRIBUTIONS

The Member may, in its sole discretion, make Capital Contributions to the Company at such times and in such amounts as determined by the Member.

ARTICLE 3 MANAGEMENT

3.1 Management; Appointment and Removal of a Manager. The management of the Company shall be vested in a board of one or more Managers appointed by the Member (the “**Board**”). Any Manager may be removed, either with or without cause, by the Member at any time. Any Manager may resign at any time by giving written notice to the Member. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice, and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

3.2 Manager Powers. Except as otherwise provided in this Agreement, all powers to control and manage the business and affairs of the Company shall be exclusively vested in the Board and such Board may exercise all powers of the Company and do all such lawful acts as are not by the Company’s articles of organization, this Agreement, or any nonwaivable provisions of the Act required to be exercised or done by the Member, and in so doing shall have the right and authority to take all actions which such Board deems necessary, useful or appropriate for the management and conduct of the Company’s business.

3.3 Two or More Managers. The provisions of this Section 3.3 shall apply whenever there are two or more Managers appointed to the Board.

(a) The Board may appoint a Manager to serve as a chair of the Board (“**Chair**”). The Chair shall serve at the pleasure of the Board and may removed or replaced at any time by the Board with or without cause. The Chair shall preside at all meetings of the Board and fulfill any other responsibilities delegated by the Board.

(b) Each Manager shall have one (1) vote. A majority of the Managers in office immediately prior to a meeting of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. Except as otherwise provided in this Agreement, the Board shall act by the affirmative vote of a majority of the Managers present at meeting at which a quorum is present.

(c) The Board shall establish meeting times, dates and places and requisite notice requirements and adopt rules or procedures consistent with the terms of this Agreement. Any action required to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken at a meeting held by means of conference telephone, video conference or other communications equipment by means of which all persons participating in the meeting can hear each other; participation in such a meeting shall constitute presence in person at such meeting.

(d) Notwithstanding anything to the contrary in this Section 3.3, any action required or otherwise permitted to be taken by the Board may be taken without a meeting if the number of Managers required to approve such action at a meeting where all Managers are present consent in writing. Copies of any written consents of the Board pursuant to this Section 3.3 shall be delivered to all of the Managers as soon as reasonably practical following the date of the consent.

(e) Notwithstanding anything to the contrary in this Section 3.3, if all of the Managers shall meet at any time and place and no Manager objects, at the beginning of the meeting or promptly upon the Manager's arrival, to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and any lawful action taken at such meeting shall be the action of the Board.

3.4 Restrictions on Authority of the Board. Notwithstanding any other provision of this Agreement, no action may be taken by the Company (whether by a Manager, the Board, or otherwise) in connection with any of the following matters without the consent of the Member:

- (a) A material change in the nature of the business of the Company;
- (b) The dissolution or liquidation, in whole or in part, of the Company;
- (c) The institution of proceedings to have the Company adjudicated bankrupt or insolvent;
- (d) Any transaction by the Company to merge or consolidate with another Person;
- (e) Any transaction or election to convert the Company to another form of entity;
- (f) The sale of all or substantially all of the Company's assets;
- (g) The amendment of this Agreement or the Company's articles of organization;
- (h) The admission of an additional Member to the Company;
- (i) The issuance, by the Company, of additional Membership Interests in the Company; or
- (j) The incurrence of indebtedness in excess of \$100,000, other than trade payables incurred in the ordinary course of the Company's business.

3.5 Officers.

(a) **Appointment of Officers.** The Board may appoint officers (each an "Officer") at any time. The Officers of the Company, if deemed necessary by the Board, may include a chief executive officer, a president, one or more vice presidents, a treasurer and a secretary. The Officers shall serve at the pleasure of the Board and may be removed at any time with or without cause, subject to all rights, if any, of an Officer under any contract of employment. Any Officer may resign at any time by giving written notice to the Board. Any individual may hold any number of offices. The Officers shall exercise such powers and perform such duties as specified in this Agreement and as shall be determined from time to time by the Board.

(b) **Chief Executive Officer.** The Chief Executive Officer, if appointed, shall be in general charge of the business and affairs of the Company, subject to the control of the Board. The Chief Executive Officer shall preside at all meetings of the Board (unless there is an acting Chair of the Board presiding at the meeting). The Chief Executive Officer may execute on behalf of the Company all contracts, agreements and other instruments. The Chief Executive Officer shall from time to time report to the Board all matters within the Chief Executive Officer's knowledge affecting the Company that should be brought to the attention of the Board. The Chief Executive Officer shall perform other duties assigned by the Board.

(c) **President.** The President, if appointed, shall be the chief operating officer, and in the absence of a Chief Executive Officer, shall also be the chief executive officer of the Company. The President shall manage the ongoing business and affairs of the Company. The President may execute on behalf of the Company all contracts, agreements and other instruments. The President shall from time to time report to the Board all matters within the President's knowledge affecting the Company that should be brought to the attention of the Board. The President shall perform other duties assigned by the Chief Executive Officer or the Board

(d) **Vice Presidents.** In the absence of the President or in the event of the President's death or inability or refusal to act, the Vice President, if appointed (or, in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform other duties assigned by the Chief Executive Officer, the President or by the Board.

(e) **Treasurer.** The Treasurer, if appointed, shall oversee the financial and accounting matters of the Company with respect to the receipt and deposit of funds. The Treasurer shall have such other powers and duties as may be designated from time to time by the Board.

(f) **Secretary.** The Secretary, if appointed, shall prepare the minutes of all meetings of the Board, shall have custody of the minute books and other records pertaining to the Company's business and shall be responsible for authenticating the records of the Company. The Secretary shall perform other duties assigned by the Chief Executive Officer, the President or the Board.

ARTICLE 4 ACCOUNTING AND RECORDS

4.1 Books of Account. The Company shall maintain a register showing the names and addresses of all past and present Members, a copy of the articles of organization, copies of the Company's federal, state and local tax returns, if any, for the three most recent years, copies of the Company's financial statements, if any, for the three most recent years, a copy of this Agreement, copies of any writings permitted or required by the Act and any other books and records of the Company.

4.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

4.3 Method of Accounting. The records of the Company shall be maintained on the same method of accounting as that of the Member.

ARTICLE 5 DISTRIBUTIONS

Except as otherwise required by any nonwaivable provisions of the Act, the Company shall make distributions to the Member as determined from time to time by the Member or the Board.

ARTICLE 6 TRANSFER OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

6.1 Transfer of Membership Interest. The Member may Transfer all or any part of its Membership Interest at any time. The transferee shall become a Member simultaneously with and upon the completion of the Transfer of the Membership Interest. Upon the Transfer of the Member's entire Membership Interest (other than a temporary Transfer or Transfer as a pledge or security interest) the Member shall cease to be a Member and shall have no further rights or obligations under this Agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

6.2 Admission of Additional Members. Upon determination of the Member, the Company may admit additional members.

ARTICLE 7 DISSOLUTION AND WINDING UP

7.1 Dissolution. The Company shall be dissolved and its affairs wound up upon the determination of the Member to dissolve the Company or when otherwise required by the Act.

7.2 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the Company, the Board shall wind up the affairs of the Company. A full account of the assets and liabilities of the Company shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Act. In the process of winding up the Company, the Board may elect to distribute certain property in kind.

7.3 Articles of Dissolution. At any time following dissolution of the Company, an Officer or other Person designated by the Board shall deliver articles of dissolution to the Oregon Secretary of State setting forth the information required by the Act.

ARTICLE 8 INDEMNIFICATION, REIMBURSEMENT AND COMPENSATION

8.1 Limitation on Liability. No Covered Person shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action or omission by any such Covered Person if such Covered Person acted in good faith and in a manner in which they believed to be in the best interests of the Company unless such conduct constitutes (i) a breach of such Covered Person's duty of loyalty to the Company; (ii) an act or omission not in

good faith which involves intentional misconduct or a knowing violation of law; (iii) an unlawful distribution under ORS Section 63.235; or (iv) a transaction from which such Covered Person derives an improper personal benefit.

8.2 Indemnification

(a) **Indemnification.** The Company shall indemnify, protect, hold harmless and defend each Manager and each officer (each a “**Covered Person**”), from and against any and all losses, claims, demands, costs, damages, liabilities (joint and several), expenses of any nature (including attorneys’ fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which such Covered Person may be involved or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while such Covered Person was a Manager or Officer (a “**Proceeding**”), regardless of whether such Covered Person continues in such capacity at the time any such liability or expense is paid or incurred, except as otherwise provided in Section 8.2(c) hereof. The indemnification provided by this Section 8.2 shall be in addition to any other rights to which the Covered Person may be entitled under any agreement, as a matter of law or equity, or otherwise, and shall continue as to a Covered Person who has ceased to serve in their capacity, and shall inure to the benefit of the heirs, successors, assigns and administrators of the Covered Person. Any indemnification required by this Section 8.2 to be made by the Company shall be made promptly after the liability, loss, damage, cost or expense is incurred or suffered.

(b) **Expenses.** The Company shall pay the expenses incurred by a Covered Person in a Proceeding, in advance of the final disposition of such Proceeding, upon receipt of an undertaking by such Covered Person to repay such payment if the Covered Person shall be determined to be not entitled to indemnification therefor as provided herein.

(c) **Limitation on Indemnification.** Notwithstanding the provisions of Section 8.2(a) or Section 8.2(b) above, Section 8.2(a) and Section 8.2(b) shall be enforced only to the maximum extent permitted by law, including the Act, and no Covered Person shall be indemnified from any liability for (i) any breach of the Covered Person’s duty of loyalty to the Company; (ii) acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law; (iii) any unlawful distribution under ORS Section 63.235; or (iv) any transaction from which the Covered Person derives an improper personal benefit.

8.3 Reimbursement. The Managers shall be reimbursed all reasonable expenses paid or incurred on behalf of the Company.

ARTICLE 9 AMENDMENT

This Agreement may be amended or modified from time to time only by a written instrument executed by the Member and the Company.

**ARTICLE 10
MISCELLANEOUS**

10.1 Counterparts. This Agreement may be executed in two or more counterparts, which together shall constitute one agreement.

10.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon.

10.3 Headings. Headings in this Agreement are for convenience only and shall not affect its meaning.

10.4 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

10.5 Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Member and the Company and shall create no rights or obligations enforceable by any third party, including creditors of the Company, except as specifically provided herein or as otherwise required by applicable law.

ADOPTED by the undersigned as of the Effective Date.

Company:

HOUSECALL PROVIDERS SERVICES, LLC
By: CareOregon, Inc., as Manager

DocuSigned by:
By: Eric Hunter
3E2B41D0988847E
Name: Eric C. Hunter
Title: President & CEO

Member:

CAREOREGON, INC.

DocuSigned by:
By: Eric Hunter
3E2B41D0988847E
Name: Eric C. Hunter
Title: President & CEO