

Buchanan

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May 20, 2026

VIA EMAIL (hcmo.info@oha.oregon.gov)

Oregon Health Authority
Health Care Market Oversight Program
800 NE Oregon Street, Suite 772
Portland, OR 97232
Attn: Sarah Bartelmann, MPH, Cost Programs Manager

Dear Ms. Bartelmann:

This letter is in response to your correspondence dated May 6, 2026, Requests for Information (RFI), relating to the Notice of Material Change Transaction submitted by Chapters Health System, Inc. (“Chapters”) in connection with its proposed affiliation with Housecall Providers Services, LLC (“Housecall LLC”) and Housecall Providers, PC (“Housecall PC” and together with Housecall LLC, “Housecall”), both of which are affiliates of CareOregon, Inc. (“CareOregon”).

Please find responses to the RFI below and in the attached Appendix. An updated redaction log is also being provided with this response to the RFI.

1. Please provide staffing data for both Chapters Oregon and Housecall LLC and Housecall PC for hospice, palliative care, and primary care service delivery for calendar year 2025. Please use the template provided below for each organization.

Please see the tables below for calendar year 2025 staffing data. Clinical Service Providers with MD, DO, PA, or NP credentials are assigned to and employed by Housecall PC. All other positions are assigned to and employed by Housecall LLC. The FTE numbers in Column 4 represent the average FTE in relation to the Average # of Staff Persons listed in Column 3.

| Column 1 Housecall PC Between 1/1/2025 and 12/31/2025 For each provider type/credential type | Column 2 Service Line(s) (primary care, hospice, palliative care) | Column 3 Average # of Staff Persons | Column 4 FTE Reflected in # of Staff* |
|---|--|--|--|
| Clinical Lead - Primary Care | Primary Care | 1.0 | 0.8 |
| Medical Director, Nurse Practitioner - Primary Care | Primary Care | 1.0 | 1.0 |
| Medical Director, Senior - Clinical Services | Primary Care, Hospice, Palliative Care | 1.0 | 1.0 |
| Nurse Practitioner - Hospice/Palliative Care | Hospice, Palliative Care | 2.0 | 0.7 |
| Nurse Practitioner - Primary Care | Primary Care | 15.0 | 0.8 |
| Physician - Hospice/Palliative Care | Hospice, Palliative Care | 3.0 | 0.2 |
| Physician - Primary Care | Primary Care | 1.0 | 0.8 |
| Physician Assistant | Primary Care | 3.0 | 1.0 |

* The FTE listed in Column 4 represents the average FTE in relation to the Average # of Staff Persons listed in Column 3, as staff in these positions are frequently part-time.

| Column 1 Housecall LLC Between 1/1/2025 and 12/31/2025 For each provider type/credential type | Column 2 Service Line(s) (primary care, hospice, palliative care) | Column 3 Average # of Staff Persons | Column 4 FTE Reflected in # of Staff* |
|--|--|--|--|
| Advanced Illness Care Manager - Social Worker | Palliative Care | 1.0 | 1.0 |
| Advanced Illness Clinical Supervisor | Palliative Care | 1.0 | 1.0 |
| Behavioral Health Specialist - Advanced Illness Care | Palliative Care | 1.0 | 0.4 |

| | | | |
|---|-----------------|------|-----|
| Registered Nurse | Palliative Care | 6.5 | 1.0 |
| Social Worker | Palliative Care | 5.5 | 1.0 |
| Social Worker Lead | Palliative Care | 1.0 | 1.0 |
| Behavioral Health Counselor | Hospice | 1.0 | 1.0 |
| Bereavement Program Administrator | Hospice | 1.0 | 0.7 |
| Director, Hospice | Hospice | 1.0 | 1.0 |
| Hospice Aide | Hospice | 7.0 | 1.0 |
| Hospice Clinical Supervisor | Hospice | 3.0 | 1.0 |
| Hospice Manager | Hospice | 1.0 | 1.0 |
| Licensed Practical Nurse | Hospice | 4.0 | 1.0 |
| Registered Nurse | Hospice | 17.0 | 0.9 |
| Registered Nurse Lead | Hospice | 1.0 | 1.0 |
| Social Worker | Hospice | 5.5 | 0.7 |
| Social Worker Lead | Hospice | 1.0 | 1.0 |
| Vice President, Clinical Operations - HCP | Hospice | 1.0 | 1.0 |
| Behavioral Health Counselor | Primary Care | 1.0 | 1.0 |
| Director, Primary Care | Primary Care | 1.0 | 1.0 |
| Licensed Practical Nurse | Primary Care | 2.0 | 1.0 |
| Medical Assistant | Primary Care | 3.0 | 1.0 |
| Primary Care Clinical Supervisor | Primary Care | 1.0 | 1.0 |
| Registered Nurse | Primary Care | 5.5 | 1.0 |
| Social Worker | Primary Care | 4.0 | 1.0 |

* The FTE listed in Column 4 represents the average FTE in relation to the Average # of Staff Persons listed in Column 3, as staff in these positions are frequently part-time.

2. Please provide Housecall LLC and Housecall PC utilization and revenue data for each service line (hospice, palliative care, and primary care) for the past three years by line of business. For each service line, please use the templates provided in subsections a through c below:

a. Unique count of patients served per calendar year

| Unique count of patients served per calendar year | Hospice | | |
|---|---------|------|------|
| | 2023 | 2024 | 2025 |
| Original Medicare (include dual-eligible Medicare patients) | 495 | 517 | 573 |
| Medicare Advantage (include dual-eligible MA patients) | 9 | 13 | 0 |
| Medicaid/OHP (do not include dual-eligible patients) | 25 | 28 | 37 |
| Commercial | 10 | 13 | 15 |
| Self-pay (patients paying without insurance) | 5 | 1 | 1 |
| Other payer (please list) | 0 | 0 | 0 |

| Unique count of patients served per calendar year | Palliative Care | | |
|---|-----------------|------|------|
| | 2023 | 2024 | 2025 |
| Original Medicare (include dual-eligible Medicare patients) | 0 | 0 | 0 |
| Medicare Advantage (include dual-eligible MA patients) | 175 | 186 | 174 |
| Medicaid/OHP (do not include dual-eligible patients) | 103 | 124 | 215 |
| Commercial | 0 | 0 | 0 |
| Self-pay (patients paying without insurance) | 0 | 0 | 0 |
| Other payer (please list) | 0 | 0 | 0 |

| Unique count of patients served per calendar year | Primary Care | | |
|---|--------------|------|------|
| | 2023 | 2024 | 2025 |
| Original Medicare (include dual-eligible Medicare patients) | 573 | 593 | 589 |
| Medicare Advantage (include dual-eligible MA patients) | 1107 | 1336 | 1770 |
| Medicaid/OHP (do not include dual-eligible patients) | 326 | 391 | 531 |

| | | | |
|--|----|----|----|
| Commercial | 18 | 17 | 21 |
| Self-pay (patients paying without insurance) | 6 | 5 | 5 |
| Other payer (please list) | 0 | 0 | 0 |

b. Unique count of services/episodes of care rendered per calendar year (please briefly describe how you are defining a service or episode of care for each service line).

| Unique count of services rendered per calendar year | Hospice | | |
|---|---------|-------|-------|
| | 2023 | 2024 | 2025 |
| Original Medicare (include services to dual-eligible Medicare patients) | 41548 | 42171 | 42914 |
| Medicare Advantage (include services to dual-eligible MA patients) | 87 | 315 | 0 |
| Medicaid/OHP (do not include services to dual-eligible patients) | 1457 | 1086 | 2232 |
| Commercial | 121 | 189 | 569 |
| Self-pay (patients paying without insurance) | 320 | 57 | 3 |
| Other payer (please list) | 0 | 0 | 0 |

| Unique count of services rendered per calendar year | Palliative Care | | |
|---|-----------------|------|------|
| | 2023 | 2024 | 2025 |
| Original Medicare (include services to dual-eligible Medicare patients) | 0 | 0 | 0 |
| Medicare Advantage (include services to dual-eligible MA patients) | 1090 | 1044 | 972 |
| Medicaid/OHP (do not include services to dual-eligible patients) | 506 | 627 | 1116 |
| Commercial | 0 | 0 | 0 |
| Self-pay (patients paying without insurance) | 0 | 0 | 0 |
| Other payer (please list) | 0 | 0 | 0 |

| Unique count of services rendered per calendar year | Primary Care | | |
|---|--------------|------|------|
| | 2023 | 2024 | 2025 |
| Original Medicare (include services to dual-eligible Medicare patients) | 2297 | 2126 | 2338 |
| Medicare Advantage (include services to dual-eligible MA patients) | 4149 | 4939 | 6928 |
| Medicaid/OHP (do not include services to dual-eligible patients) | 1042 | 1060 | 1351 |
| Commercial | 74 | 42 | 42 |
| Self-pay (patients paying without insurance) | 23 | 40 | 37 |
| Other payer (please list) | 0 | 0 | 0 |

c. Total revenue per calendar year

See Appendix.

3. Entities’ noted that CareOregon authorized development of a Letter of Intent (“LOI”) in their response to HCMO-1, Item 7, which was executed in July 2025. Please provide a copy of this LOI.

A copy of the letter of intent dated July 22, 2025, is attached in the Appendix.

4. Entities’ response to HCMO-1 Item 13h states that Chapters will work with Housecall LLC and Housecall PC “to develop a strategy to increase the number of payer contracts and the payer mix...” Please explain the reasoning behind this decision to develop a strategy. In doing so, please address which payers and lines of business Chapters expects will be impacted?

The rationale for Chapters’ plans to work with Housecall LLC and Housecall PC to develop strategies to increase the number of payer contracts and expand payer mix is relatively straightforward. The financial position of the Housecall entities is currently subsidized by CareOregon and continues to deteriorate. Chapters believes that the finances of the Housecall entities will benefit from a diversification of their existing payor mix and increasing the number of patients served through new payor contracts. As Medicare is the primary payer for hospice the ability to increase hospice operating revenue is limited, so lines of business other than hospice will be the primary focus of efforts to expand the patient base of the Housecall entities.

5. Please provide copies of all ancillary agreements, including but not limited to the IS/IT Transition Agreements and the Transition Service Agreements.

Copies of the latest draft Information Technology Transition Services Agreement, Human Resources Transition Services Agreement, Pre-Closing Data Migration Agreement, and

the two (2) Management Services Agreements to be entered into between Chapters and the Housecall entities as of closing are attached in the Appendix. To the extent that issues arise between now and closing that are pertinent to the matters covered in the referenced agreements, the agreements will be updated accordingly.

6. Please provide a narrative description addressing how prior affiliations with each of the following entities affected both clinical and administrative employment, scope and volume of services provided, and individual entity revenue:

The Nathan Adelson Hospice

East Bay Integrated Care, Inc. dba Hospice East Bay

Willamette Valley Hospice, Inc. dba Willamette Vital Health

Hospice of Santa Cruz County

Efforts to integrate the recent Chapters Health West affiliations are ongoing. Rather than forcing programmatic and operational changes, Chapters' approach has been to work closely with each local hospice board and management to develop a consensus as to the changes that need to be made to best position the hospices for long term sustainability. The integration of each of the Chapters Health West hospices is continuing, including ongoing review and work to ensure that revenues and expenses are aligned. A summary of the current status of these efforts follows:

a. Clinical and administrative employment: To date no reductions in clinical or administrative employee headcount have been made as a direct result of the Chapters Health West affiliations. However, a limited number of positions have been eliminated through typical attrition (e.g. voluntary separation, retirement, etc.). The elimination of these positions has had no impact on direct patient care. As integration efforts continue, Chapters and the Chapters Health West hospices will continue to look for opportunities to reduce costs (which may include employee headcount reductions) to be more in line with revenues, provided that every reasonable effort will be made to ensure that direct patient care will not be adversely impacted.

b. Scope and volume of services: Despite the financial challenges faced by the Chapters Health West hospices, the scope of services provided by each hospice has not been impacted. Patients and families continue to receive the full continuum of hospice care, including medical, nursing, social work, spiritual care, and bereavement services, consistent with all applicable federal and state requirements. With regard to volume, the Chapters Health West hospices — which affiliated with Chapters Health System at various dates — have collectively maintained relatively stable patient census levels since

the time of their respective affiliations, with the following hospices demonstrating meaningful growth:

- Willamette Vital Health has experienced census growth in its Dementia care program, specifically through the GUIDE (Guiding an Improved Dementia Experience) model, reflecting increased community need and the organization's expanding capacity to serve this specialized patient population.
- Nathan Adelson Hospice is currently performing above budgeted census targets, with patient census running approximately 7.7% over budget — a positive indicator of the organization's operational strength and the sustained demand for its services in the community.

There has been no material decline in the number of patients served attributable to the financial challenges previously described. The hospices have continued to operate at service volumes consistent with or exceeding their pre-affiliation baselines.

c. Individual entity revenue: Since their respective affiliations with Chapters Health System between April 2025 and October 2025, the Chapters Health West hospices have collectively demonstrated stable to growing revenue performance, with no material adverse revenue deterioration attributable to the affiliation or to the financial challenges previously described. The following summarizes revenue trends for each entity:

- Nathan Adelson Hospice (NAH) — affiliated April 2025: NAH has generated consistent monthly revenue since affiliation, ranging from approximately \$2.3 million to \$3.8 million per month. Early post-affiliation months established a baseline of approximately \$2.3–\$2.5 million, with subsequent months reflecting meaningful growth, including peak months exceeding \$3.0 million. This upward trend is consistent with the census performance noted above, with NAH currently running approximately 7.7% over budgeted census targets.
- Willamette Vital Health (WVH) — affiliated May 2025: WVH has maintained stable monthly revenue since affiliation, ranging from approximately \$1.0 million to \$1.4 million per month. Revenue has remained consistent throughout the affiliation period, with modest growth reflected in recent months, supported in part by the expansion of its GUIDE dementia care program.
- Hospice of Santa Cruz (HSC) — affiliated October 2025: Since its affiliation, HSC has generated steady monthly revenue ranging from approximately \$1.7 million to \$2.0 million. Performance has remained stable across all months reported, reflecting a well-established patient census and operational continuity through the affiliation transition.
- Hospice of the East Bay (HEB) — affiliated October 2025: Since its affiliation, HEB has generated monthly revenue ranging from approximately \$2.1 million to \$2.6 million,

reflecting a stable and established patient base. Revenue levels have remained consistent, with no material disruption attributable to the affiliation.

In the aggregate, the Chapters Health West hospices have continued to generate revenue in line with or above pre-affiliation expectations, demonstrating the operational resilience of each entity and the effectiveness of Chapters Health System's integration and oversight approach.

7. Please provide copies of all minutes, presentations, and documents stemming from the Chapters Health West Regional Advisory Council between 2023 and 2026.

Copies of the requested minutes, presentations, and documents stemming from the Chapters Health West Regional Advisory Council between 2023 and 2026 are attached in the Appendix.

8. Please provide copies of all non-privileged work products and due diligence, including but not limited to minutes, presentations, and documents prepared for CareOregon discussions or internal meetings related to the proposed transaction.

Copies of all non-privileged work products and due diligence prepared for CareOregon discussion or internal meetings are attached in the Appendix.

9. After the proposed transaction closes, do the Entities intend to change (start, stop, or otherwise modify) existing relationships with any referring providers, facilities, or institutions? If yes, please explain how and address the following.

a. Please provide copies of all plans, notes, or other documentation related to the noted change.

b. Section 7.5 of the Affiliation Agreement provides a high-level overview of the expected continuation of services for Jackson Care Connect (JCC), Columbia Pacific, and CareOregon Coordinated Care Organizations. Please provide more detail about how the relationship between Housecall PC, Housecall LLC, and CareOregon (including JCC and Columbia Pacific) patients will change.

a. After the Closing Chapters will work closely with the Housecall entities to evaluate opportunities with other health care providers, facilities and institutions to both identify new revenue streams and expand existing revenue sources. To the extent that opportunities arise to negotiate more beneficial payment terms, those opportunities will be pursued. Given the confidentiality associated with existing relationships that the Housecall entities maintain with other providers, facilities and institutions, no specific plans, notes or other documentation have been developed as to specific opportunities for expansion of such relationships. As part of the integration of the Housecall entities, following closing all such contracts and other opportunities will be evaluated with the goal of improving the overall financial position of the Housecall entities.

- b. As required by Section 7.5 of the Affiliation Agreement, for a period of no less than five (5) years following Closing, the Housecall entities will continue to provide the same or higher levels of palliative care, hospice care, primary care and other services within the Service Area as provided by the Housecall entities at the time of Closing. It is difficult to provide additional detail about how the relationship between the Housecall entities and CareOregon's members may evolve as no significant near term changes are currently anticipated. Any future changes will be carefully considered and determined based on market conditions and the financial positions and ongoing operations of the parties. By way of example, the assumptions underlying the affiliation relative to palliative care rely heavily on a continuation of the level of palliative care benefits now received by the Housecall entities.

Please do not hesitate to contact me if you have any questions or need additional information.

Very truly yours,



Dale S. Webber

cc: Monica D. Martinez, Esq., VP / General Counsel, CareOregon
L. David Connell, Esq., Buchalter, LLP

Appendix

Response to 2.c.

| | | | |
|------------|------------|--|--|
| [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | | |
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| [REDACTED] | [REDACTED] | | |
| [REDACTED] | [REDACTED] | | |

[REDACTED]

[REDACTED]

Response to 3.

See attached letter of intent dated July 22, 2025.

CONFIDENTIAL

July 22, 2025

CareOregon, Inc.
315 SW Fifth Ave
Portland, OR 97204
Attn: Eric C. Hunter

Re: Letter of Intent

Dear Mr. Hunter:

This letter of intent (“LOI”) sets forth material understandings between CareOregon, Inc., an Oregon nonprofit corporation (“CO”), and Chapters Health System, Inc., a Florida not for profit corporation (“Chapters”), regarding a potential affiliation, joint venture or other form of transaction (the “Transaction,” as more specifically defined below) involving CO affiliates, Housecall Providers Services, LLC, an Oregon limited liability company, dba Housecall Providers Hospice (“HCP Hospice”), and Housecall Providers, PC, an Oregon professional corporation (“HCP PC”) (HCP Hospice and HCP PC together referred to as “HCP”).

Chapters and CO (each a “Party” and together, the “Parties”) believe that there are compelling operational, strategic and financial reasons for the Transaction that will allow the Parties to accomplish mutual goals and objectives, including the preservation of HCP service lines in a nonprofit model of comprehensive, community-based care and continued access to such care by CO members and other community members. In furtherance of their mutual goals and objectives, it is anticipated by the Parties that the Transaction will include the following:

1. Definitive Agreement. The Transaction will be subject to the terms, covenants and conditions of one or more mutually acceptable definitive documents (individually, and collectively, the “Definitive Agreement”) to be agreed upon by the Parties. Chapters will be responsible for preparing the initial draft of the Definitive Agreement that will be provided as soon as reasonably practicable after the execution of this LOI, and CO and Chapters will work together and negotiate in good faith to arrive at a mutually agreeable Definitive Agreement. The Definitive Agreement will contain such representations, warranties, and indemnities as are reasonable and customary for transactions of this nature. Subject to the Parties’ due diligence, the representations and warranties will not survive closing.

2. Structure of Transaction. Upon completion of the Transaction, it is anticipated that the operations of HCP will be structured to operate as part of the Chapters health system. The precise structure of the Transaction will be determined by the Parties as a result of their continuing discussions and due diligence. As the operations of CO, HCP and Chapters are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, the Definitive Agreement will stipulate that after the Closing the assets of HCP will continue to be used for qualifying healthcare and charitable purposes.

3. Operational Enhancements. The Parties anticipate that after the Closing a number of operational efficiencies can be achieved as a result of Chapters’ corporate support services and

shared services being made available for the benefit of the operations and affairs of HCP. The specific corporate support services, shared services and other support to be provided by Chapters for the continuing operations of HCP will be identified through the Parties' due diligence and reflected in the Definitive Agreement.

4. HCP Governance and Reserved Powers. Upon the Closing, it is anticipated that Chapters will have and exercise certain reserved governance powers with respect to HCP Hospice that are similar to the reserved governance powers now exercised by Chapters with respect to its existing affiliated organizations. These reserved governance powers will be set forth in governing documents of HCP Hospice in the form agreed to by the Parties and effective as of the Closing. Chapters greatly values input from the local boards of its affiliated organizations and looks forward to working with HCP Hospice's existing Board of Directors and leadership team following the Closing. In furtherance thereof, it is anticipated that upon the completion of the Transaction, HCP Hospice's Board of Directors will include HCP Hospice's existing Board members as well as representatives from Chapters' management team.

The Parties acknowledge that HCP PC is organized as an Oregon professional corporation with a majority of the common voting stock owned by, and a majority of the Board of Directors consisting of, physicians licensed in Oregon. Through continuing discussions and due diligence, the Parties will determine the optimum structure for continuing the operations of HCP PC, including the ownership, governance and leadership of such operations, taking into account applicable law and HCP PC's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

5. Preservation of HCP's Legacy and CareOregon's Investments in HCP. Chapters recognizes the significant contributions that HCP has made to its local community and intends to work together with CO and HCP in connection with the Transaction to assure that (i) the complex level of care provided by HCP to CO's high needs members continues to be available to CO members and in communities served by HCP and (ii) HCP's legacy, mission, brand, core service lines, and commitment to serve CO members within all current service areas within the State of Oregon are preserved following Closing.

6. Execution and Closing Date. Following execution of this LOI, the Parties will commence their due diligence and negotiation of the Definitive Agreement with a target of signing the Definitive Agreement on or before September 15, 2025. The Transaction shall close (the "Closing") on a date mutually acceptable to the Parties following the receipt of all requisite approvals and the satisfaction of all other closing conditions (the "Closing Date"); provided, that either Party will have the right to terminate the Definitive Agreement if the Transaction does not close on or before March 31, 2026.

7. Termination. This LOI shall automatically terminate upon the earlier to occur of (a) the execution of the Definitive Agreement which will supersede the terms hereof or (b) the receipt of written notice of termination by one Party from the other Party. The termination of this LOI shall not affect the liability of a Party for breach of any of the Binding Provisions (defined below) prior to the termination. Upon termination of this LOI, no Party shall have any further obligations hereunder, except with respect to those Binding Provisions which survive any such

termination as set forth in this LOI. The date of any termination of this LOI is referred to as the "Termination Date."

8. Other Provisions. Upon execution of this LOI, in recognition of the costs to be borne in pursuing the Transaction, the Parties agree as follows:

(a) Access. Promptly following the execution of this LOI, the Parties will commence their diligence review. Subject to such confidentiality and other provisions agreed upon by the Parties, (i) CO shall provide to Chapters and its authorized representatives such reasonable and customary access to, and an opportunity to inspect, investigate and review all facilities, books and records of and related to HCP and shall cause the directors, employees, accountants, and other agents and representatives of HCP to reasonably cooperate in connection with Chapters' due diligence investigation of HCP's assets, contracts, liabilities, operations, records and other aspects of HCP's operations, business and affairs, and (ii) Chapters shall reasonably cooperate with CO and its authorized representatives regarding CO's reasonable and customary due diligence review of Chapters' ability to meet the mutual goals and objectives of the Parties set forth in this LOI relating to the operations of HCP following Closing, and to perform its commitments to be made in the Definitive Agreement, including such reasonable and customary access to, and an opportunity to inspect, investigate and review books and records of and related to Chapters as reasonably necessary to evaluate Chapters' ability to meet the mutual goals and objectives of the Parties and to satisfy its commitments related to the Transaction and shall cause the directors, employees, accountants, and other agents and representatives of Chapters to reasonably cooperate in connection with CO's due diligence investigation. All due diligence will be conducted by each Party in a manner that will not unreasonably interfere with the other Party's ongoing operations.

(b) Exclusive Dealing. Prior to the Termination Date, CO will not (i) offer for lease, sale, divestiture or other disposition all or a significant portion of HCP's assets and operations, or any of CO's ownership interest in HCP; (ii) solicit offers to lease, sell, divest or otherwise dispose of all or a significant portion of HCP's assets and operations, or any of CO's ownership interest in HCP; (iii) hold discussions with any party (other than Chapters) looking toward any such transaction, offer or solicitation such as those referenced in subsections (i) and (ii) above; (iv) enter into any agreement with any party (other than Chapters) with respect to the lease, sale, divestiture or other disposition of all or a significant portion of HCP's assets and operations or with respect to any of CO's ownership interest in HCP, or with respect to any merger, consolidation or other fundamental transaction with respect to HCP, or (v) furnish or cause to be furnished any information with respect to HCP, its assets or operations to any party that CO knows or has reason to believe is in the process of considering any such acquisition, lease, sale, membership substitution, merger, consolidation or other transaction with respect to HCP. CO shall immediately cease and cause to be terminated any existing discussions or negotiations with any parties conducted heretofore with respect to any of the foregoing. The Definitive Agreement, if ultimately entered into, will also prevent the activities described in this Section 8(b) through the Closing Date. Notwithstanding the foregoing, the Parties acknowledge and agree that the obligations set forth in this Section 8(b) shall not apply to any assets or operations of CO not owned by HCP as of the date hereof, including any assets or operations of CO used to provide services to HCP.

(c) Costs. Chapters and CO will each be responsible for and pay their own respective costs and expenses, including but not limited to, legal counsel, accountants and other advisers, arising out of or in connection with pursuing or consummating this LOI, the Definitive Agreement or the Transaction contemplated hereby or thereby. This provision shall survive the termination of this LOI.

9. Conditions to Closing. The conditions to the obligations of the Parties to close the Transaction shall be as set forth in the Definitive Agreement and shall include, but not be limited to, the following: (i) all material representations and warranties of the Parties contained in the Definitive Agreement shall be accurate in all material respects both when the Definitive Agreement is executed and as of the Closing Date, (ii) the Parties shall have performed and complied with all of their respective covenants through the Closing, and (iii) all regulatory and third party approvals and consents required to consummate the Transaction shall have been obtained and there shall be no legal or administrative proceeding pending that seeks to prevent the Closing.

10. Not a Binding Agreement. The Parties expressly agree that (a) this LOI is not intended to, and shall not, constitute a binding agreement between them, and (b) they shall not be bound to one another in any respect unless and until they have executed a mutually acceptable Definitive Agreement; provided, however, that notwithstanding the foregoing, (i) Sections 8(a) [Access], and 8(b) [Exclusive Dealing] shall be binding upon them through the Termination Date, and (ii) Sections 8(c) [Costs], 10 [Not a Binding Agreement], 11 [Confidentiality], and 12 [Governing Law; Counterparts; Entire Agreement] shall be binding upon them through and following the Termination Date (collectively, the “Binding Provisions”).


11. Confidentiality. This LOI is confidential to the Parties and their representatives and is subject to the Mutual Non-Disclosure Agreement entered into between the Parties on July 21, 2025, which continues in full force and effect.

12. Governing Law; Counterparts; Entire Agreement. This LOI shall be governed by the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). This LOI may be executed in one or more counterparts, including by electronic means or otherwise. This LOI contains the entire agreement and understanding between the parties and supersedes any and all prior agreements or understandings of the parties. No changes to the LOI will be effective unless in writing and signed by both parties. In the event that any provision of this LOI is held to be invalid or unenforceable, the remaining provisions of this LOI shall remain in full force and effect.

If the foregoing accurately sets forth your understanding, please sign this LOI and return an executed original to me. We look forward to working with you toward a successful Transaction. Thank you.

Sincerely,

Chapters Health System, Inc.

By:  _____
Andrew K. Molosky, President & CEO

ACKNOWLEDGED AND AGREED TO this 22.00 **day of** July, **2025.**

Care Oregon, Inc.

By:  _____
3E4B41D0006047E...

Name: Eric Hunter

Title: President and Chief Executive Officer

Response to 5.

See attached ancillary agreements.

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the “**Agreement**”), with an effective date of _____, 2026 (the “**Effective Date**”), is made and entered into by and between Chapters Health System, Inc., a Florida not for profit corporation with its principal office at 12470 Telecom Drive, Suite 301, Temple Terrace, Florida 33637 (“**Chapters**”), and Housecall Providers Services, LLC, an Oregon limited liability company (“**Affiliate**”). Chapters and Affiliate shall alternatively be known herein as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, Chapters is the sole member of Affiliate;

WHEREAS, Affiliate wishes to engage Chapters to provide, and Chapters agrees to provide to Affiliate those certain management services described herein in accordance with the terms hereof; and

WHEREAS, the Parties have elected to enter into this Agreement to memorialize their obligations, as well as their agreements, with respect to the provision of management services by Chapters to Affiliate.

NOW, THEREFORE, in consideration of the premises and covenants herein contained and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 ENGAGEMENT OF CHAPTERS; DUTIES OF CHAPTERS

1.1. *Engagement.* Affiliate hereby retains Chapters to provide office equipment, supplies and management and administrative services to Affiliate. Affiliate shall retain the responsibility for planning, coordinating, and prescribing all services for patients in its hospice program and their families.

1.2. *Duties.* Chapters agrees that it shall, during the term of this Agreement, provide the management and administrative services hereinafter specified, as well as all related or ancillary services. Chapters shall provide such management and administrative services and such personnel as may be required to fulfill the obligations of Chapters and shall keep Affiliate apprised of all such services performed by Chapters. Chapters shall establish all policies and procedures reasonably necessary to provide the services described herein and to meet the legal and accreditation standards applicable to Affiliate, including, without limitation, all applicable state and federal statutes and regulations, Medicare and Medicaid program guidelines, and accreditation standards (the “**Chapters Policies**”). Further, Chapters shall provide the services described herein in accordance with Affiliate’s policies and procedures, including but not limited to, Affiliate’s Corporate Compliance Plan, False Claims and Whistleblower Protections policy and Code of Ethics (copies of which are available for review on Affiliate’s website at www.chaptershealth.org), as each may be amended or supplemented from time to time. The Chapters Policies as are in effect from time to time during the term of this Agreement are deemed incorporated into this Agreement as a part hereof. The services to be provided and performed by Chapters or its designees shall include the following:

(a) Chapters hereby grants Affiliate a license to utilize such furniture, fixtures and computers, hardware and other equipment (collectively, the “**Equipment**”) now or hereafter owned by Chapters and located at the Premises (as used herein, the term “**Premises**” refers collectively to all offices or other physical locations leased by Affiliate for its business and operational purposes), and Affiliate agrees to license the use of such Equipment from Chapters.

The Equipment is deemed reasonable and necessary by the Parties for the proper and efficient operation of Affiliate's business. During the term of this Agreement Chapters shall have exclusive responsibility for maintaining all Equipment in good repair, condition and working order, and shall furnish all parts and services for the Equipment reasonably required therefore including, without limitation, preventive and routine maintenance, as necessary and appropriate, as determined by Chapters in consultation with Affiliate, to maintain the Equipment in an acceptable state of repair and serviceability. The Equipment provided hereunder shall, at all times, be and remain the property of Chapters. Affiliate shall not cause the Equipment to be subject to any lien, levy, attachment, encumbrance or charge, or to any judicial process of any kind whatsoever, and shall not remove the Equipment from the Premises without the prior written consent of Chapters. Upon expiration or termination of this Agreement, the Equipment shall be returned to Chapters.

(b) Financial and accounting services, including centralized cash flow management and investment services (see Article 2); billing and collection services; accounts payable processing; financial reporting, financial statement preparation and general bookkeeping services; payroll processing; business intelligence support; budgeting; insurance; and preparation of any regulatory filings required in connection with such services;

(c) Information and telecommunications services, including networking; telephone; software applications; help desk support; and development services;

(d) Regulatory and corporate compliance services, including risk management; Federal and State regulatory oversight and compliance; medical records archiving, storage and destruction; performance improvement; staff and patient safety programs; disaster planning; Joint Commission Standards compliance; and HIPAA compliance;

(e) Human resources services, including recruiting and staffing services; human resource-related compliance; workers' compensation administration; employee orientation, education and training and development; benefits administration; government reporting (including but not limited to EEO, unemployment, and new hire reporting); and, employee health services;

(f) Marketing materials and services, including corporate identity and branding strategy; public and media relations; internal communications; printing, advertising and collateral marketing materials; and external Internet presence;

(g) Legal services, including contract review and management; general legal services; litigation review and support; compliance review and support; licensing administration and management; and engagement and supervision of outside legal counsel and related support services as necessary;

(h) Facilities management services, subject to any specific facility and equipment leases entered into between the Parties, including space management, leasing activities, maintenance and repairs, signage, insurance and life safety code compliance;

(i) Development and fundraising services, including capital campaigns; planned giving; annual giving; thrift stores; grant writing; and special events coordination;

(j) Chief Medical Officer services, including medical research support; medical staff credentialing and education; administration of medical school education programs; contracting; budgeting and financial oversight for medical services; medical staff bylaws development; standing orders updates and tracking; negotiations and program development; administrative supervision; practice oversight; Ethics Committee support; and data analysis; and

(k) Executive management and consulting services.

ARTICLE 2 CASH MANAGEMENT AND INVESTMENT SERVICES

Consistent with those Chapters Policies governing the centralized cash management and investment program, Chapters shall provide cash management and investment services to Affiliate which shall include, without limitation, the following activities:

2.1. *Collections.* All amounts received by or on behalf of Affiliate in connection with the operation of Affiliate (the “**Collections**”) shall be deposited into a bank account (the “**Depository Account**”) in the name of Affiliate at a bank or other suitable financial institution (the “**Depository**”) selected by Chapters and Affiliate. At the end of each business day during the term of this Agreement all amounts in the Depository Account shall be automatically transferred by the Depository into a separate account established in the name of Chapters (the “**Operating Account**”) as part of Chapters' centralized cash management and investment program; provided, however, that all such funds shall be held by Chapters solely for the benefit of Affiliate. The Operating Account shall be maintained in such a way that Chapters shall have access to funds in the account to the extent necessary and appropriate to administer its responsibilities under this Agreement, including the payment of the Affiliate Expenses (see Section 2.2(a)). Affiliate will not remove, disburse, transfer, use, pledge, hypothecate, grant a lien on or security interest in, or otherwise encumber any funds in the Depository Account without prior notice to Chapters. Affiliate shall execute such documents as the Depository may reasonably require to transfer the Collections each day from the Depository Account into the Operating Account, and to effectuate any other provisions of this Agreement.

2.2. *Payment of Affiliate Expenses.*

(a) Consistent with its responsibilities under this Agreement, Chapters will pay from the Operating Account all Affiliate Expenses incurred on or after the Effective Date as they become due and payable, subject to any applicable grace period. However, either Affiliate or Chapters may, in the name of Affiliate, contest with due diligence and in good faith any Affiliate Expenses as to which there is any dispute regarding the nature, existence or validity of such Affiliate Expenses. “**Affiliate Expenses**” means all reasonable and necessary expenses incurred by Affiliate on or after the Effective Date in connection with its ownership, management, administration and operation. Affiliate will timely provide all invoices for Affiliate Expenses to Chapters for payment. Prior to payment by Chapters, all Affiliate Expenses must be approved by Affiliate and, in certain circumstances, by Chapters also, in accordance with the Chapters Policies governing operating and capital expenditures.

(b) Chapters shall make payments and allocate the aggregate amount of Collections in the following order:

(i) Affiliate Expenses, other than Reimbursable Expenses, the Management Fee and the Equipment License Fee (see Subsection 3.1 below);

(ii) Reimbursable Expenses, the Management Fee and the Equipment License Fee, in that order; and

(iii) The remaining Collections (“**Excess Cash**”) will be invested and managed by Chapters in a prudent manner on behalf and for the benefit of Affiliate. Affiliate will be credited with interest income earned or charged interest expense incurred in connection with management of the Excess Cash. Interest income will be credited based on the actual yield generated on the investment portfolio administered as part of the Chapters centralized cash management and investment program. Interest expense will be charged based on the lesser of prime rate as published by the Wall Street Journal on the last business day of any month in which interest is charged or the maximum amount allowed by Florida law. Affiliate Excess Cash plus interest income, less interest expense, shall be referred to as “**Affiliate Centralized Cash and Investments**.” Although the Excess Cash will be invested and administered as part of the Chapters centralized cash management and investment program, Affiliate Centralized Cash and Investments will at all times remain the property of Affiliate.

(c) Chapters will provide Affiliate with monthly accountings of centralized cash management and investment services, including, without limitation, Collections and payments, on the twentieth (20th) day of the following month, and with quarterly accountings of Excess Cash, Affiliate Centralized Cash and Investments, and capital on the 20th day of the month following each quarter.

ARTICLE 3 FEES

3.1. *Reimbursable Expenses, Equipment License Fee and Management Fee.* Affiliate will allow Chapters to be reimbursed from the Operating Account for all of Chapters’ direct costs incurred in the provision of services to Affiliate (the “**Reimbursable Expenses**”) as well as the actual depreciation costs incurred by Chapters for the Equipment, which shall constitute Chapters’ fee for licensing the Equipment to Affiliate (the “**Equipment License Fee**”). Further, in consideration of the services to be rendered to Affiliate by Chapters pursuant to this Agreement, Chapters will receive a monthly fee (the “**Management Fee**”) in accordance with the calculation methodology and payment schedule agreed to by the parties in a separate signed writing and incorporated herein by reference.

3.2. *Time of Payment.* When paid, Reimbursable Expenses, Equipment License Fee and the Management Fee, shall be payable monthly by the twentieth (20th) day of the following month during the term of this Agreement and, following the expiration or termination of this Agreement, on the 20th day of the month thereafter. All payments made under this subsection may be accomplished by internal debit/credit accounting entries, or ACH, check or wire transfers.

ARTICLE 4 PERFORMANCE

Chapters shall use reasonable commercial efforts to perform each of its duties hereunder in a competent and timely fashion. If Chapters has engaged third parties to perform one or more services under the supervision of Chapters for Affiliate, Chapters shall use reasonable commercial efforts to cause such third parties to deliver each such service in a competent and timely fashion.

ARTICLE 5
TERM; TERMINATION

5.1. *Term.* The term of this Agreement shall commence as of the Effective Date and shall, unless sooner terminated, continue for a period of five (5) years. Thereafter, if this Agreement has not been terminated, this Agreement shall automatically renew for additional successive one (1) year terms unless either Party gives notice of nonrenewal not earlier than one hundred and eighty (180) days, and not later than one hundred and twenty (120) days, prior to expiration of the then current term.

5.2. *Termination.*

(a) This Agreement shall be terminated upon the first to occur of the following events:

(i) Upon the mutual agreement of Affiliate and Chapters.

(ii) Upon the failure of a Party to comply with any material term, condition or covenant of this Agreement by due notice hereunder from the non-breaching Party to the breaching Party, subject to the following cure period. Written notice of default shall be sent to the breaching Party, and the breaching Party shall have thirty (30) days following receipt of such notice to remedy the default. If the breach is not cured to the satisfaction of the non-breaching Party within such thirty (30) day period, the non-breaching Party may terminate this Agreement immediately by giving further notice to such effect to the breaching Party.

(iii) As provided in the Business Associate Agreement between the Parties set forth in Exhibit A annexed hereto.

(b) If this Agreement terminates for any reason, with or without cause, such termination shall not affect, negate or obviate any obligation of either Party to the other arising prior to the date of such termination, and any termination of this Agreement shall be without prejudice to any right, remedy or recourse to which the terminating party may be entitled under this Agreement or otherwise at law or in equity. Upon termination, further transfers of Collections from the Depository Account shall be made by the Depository to the Operating Account only to the extent necessary to pay any Affiliate Expenses, Reimbursable Expenses, the Management Fee, and the Equipment License Fee which were incurred or accrued prior to the termination. Any remaining Collections will be paid directly to Affiliate, as directed by Affiliate. Chapters will submit any documents necessary to the Depository to cease further transfers to the Operating Account.

(c) In the event this Agreement is terminated prior to the first anniversary of the Effective Date, the Parties acknowledge and agree not to enter into any agreement or other arrangement for any equipment license or management services substantially similar to those provided herein during the one year period after the Effective Date.

**ARTICLE 6
INSURANCE AND INDEMNIFICATION**

6.1 Insurance. During the term of this Agreement, Chapters agrees to procure and maintain such policies of general and professional liability and other insurance or a comparable program of self-insurance at an amount customarily maintained by health care management companies in the state or region in which Chapters operates. Such insurance coverage shall cover the acts and omissions of Chapters as well as Chapters' agents and employees. Chapters will deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage to Affiliate upon request. Chapters agrees to make best efforts to provide to Affiliate at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of these policies.

6.2 Indemnification. Notwithstanding any other provision contained herein, each Party hereto shall be indemnified and held harmless by the other Party hereto from any and all liability (including reasonable attorney's fees and costs at both trial and appellate levels), injury, loss or damage which is occasioned through such other Party's negligent, reckless or deliberate acts or omissions.

**ARTICLE 7
INDEPENDENT CONTRACTORS**

This Agreement is by and between Chapters and Affiliate and is not intended, and shall not be construed, to create an employment relationship, partnership or other such association as between the Parties. Each Party is an independent contractor of the other. Neither Chapters nor its employees or agents shall look to Affiliate for vacation pay, sick leave, retirement benefits, Social Security, worker's compensation, disability or unemployment insurance benefits, or other employee benefits; nor shall Affiliate or its employees look to Chapters for the same except in connection with benefits as are administered by Chapters for such Affiliate and its employees. In performing the services required hereunder, Chapters and its professional employees and contractors shall exercise independent professional judgment. Chapters shall not exercise any control over matters of Affiliate involving the exercise of professional medical judgment.

**ARTICLE 8
NOTICE AND REPORTING CONCERNING FRAUD AND INVESTIGATIONS**

Chapters shall provide immediate written notice to Affiliate if it detects any possible fraud on the part of patients in Affiliate's hospice program, or its own employees or agents. If such notice is given, Affiliate shall have the right to conduct its own investigation of Chapters, or Affiliate may elect to receive copies of all audit and investigation reports prepared by Chapters, which reports shall be provided immediately and without cost. If the investigation (whether conducted by Chapters or Affiliate) reveals that the error or fraud resulted from Chapters' failure to comply with regulatory or contractual requirements, Chapters shall develop and implement all necessary additional compliance procedures and controls. In the event Chapters receives notice or becomes aware of any government investigation or audit relating to Affiliate or Chapters' own compliance with regulatory requirements, it will notify Affiliate immediately. Chapters shall provide Affiliate with regular reports on the status of any government investigation and shall report immediately any findings issued or government actions taken as a result of the investigation.

**ARTICLE 9
NOTICES**

9.1. *Form.* Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or by facsimile or similar telecommunication device and addressed as follows:

| | |
|------------------------------------|---|
| In the case of Chapters, to it at: | Chapters Health System, Inc. 12470 Telecom Drive, Suite 301 Temple Terrace, Florida 33637 Attention: President/CEO |
|------------------------------------|---|

| | |
|-------------------------------------|---|
| In the case of Affiliate, to it at: | Housecall Providers Services, LLC c/o Chapters Health System 12470 Telecom Drive, Suite 301 Temple Terrace, Florida 33637 Attention: Legal Department |
|-------------------------------------|---|

9.2. *Delivery, Receipt, and Change of Address.* Any notice, consent, authorization, direction or other communication as aforesaid shall be deemed to have been effectively delivered and received, if sent by facsimile or similar telecommunication device on the business day of such transmission, or if the transmission occurs after 5:00 p.m. (at the place of receipt), on the next business day (proof of transmission required), or if delivered, to have been delivered and received on the date of such delivery provided, however, that if such date is not a business day, then it shall be deemed to have been delivered and received on the business day next following such delivery. Any Party may change its address for service by written notice given as aforesaid.

**ARTICLE 10
REQUESTS FOR INFORMATION**

10.1. *Request for Information.* Chapters shall provide to Affiliate any requested documents, records, data or information within fifteen (15) business days after the receipt of a written request therefore from Affiliate or its authorized representatives. In addition, upon reasonable notice from a Affiliate, Chapters shall provide authorized representatives of Affiliate access to the books and records maintained by Chapters that pertain to Affiliate.

10.2. *Access to Records.* Until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, Chapters shall make available, upon written request to, the Secretary of the U.S. Department of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement and any books, documents and records of Chapters that are necessary to certify the nature and extent of the costs related to this Agreement, and if Chapters carries out any of the duties of this Agreement through a subcontract, with a value of or cost of \$10,000 or more over a twelve (12) month period, with a related organization or individual, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request of the Secretary or authorized representatives, the subcontract and any books, documents and records of such organization or individual that are necessary to verify the nature and extent of such costs. (This paragraph shall be of no force or effect if not required by law.)

ARTICLE 11 CONFIDENTIALITY

During the term of this Agreement, each Party may disclose to the other certain proprietary, confidential or other non-public information (collectively, "**Information**") relating to its business. Except as herein set forth, no Party shall (i) reveal or make known to any person, firm, corporation or entity, other than its own advisors, including its attorneys, accountants and investment bankers, or (ii) utilize in its own business or (iii) make any other usage of, any Information disclosed to it by the other in connection with this Agreement. Notwithstanding the foregoing, (i) each Party may disclose any Information received from the other party to any governmental or regulatory authority in connection with obtaining approval of the transactions contemplated hereby or as otherwise may be required by applicable law, and (ii) if required, each Party may disclose any Information received from the other Party to vendors or subcontractors or others whose services the disclosing Party intends to utilize in connection with operation of the business of Affiliate. A Party's obligations with respect to any item of Information disclosed to it shall terminate if that item of Information becomes disclosed in published literature or otherwise becomes generally available to the public unless such availability to the public shall have resulted, directly or indirectly, from any act, omission, or fault of such Party with respect to that item of Information. Further, this Article 11 shall not apply to any item of Information which at the time of disclosure was already generally available to the public or which at the time of disclosure was already in the possession of the Party intending to utilize the item of Information. The Parties agree that the Information any Party has received or may receive from the other has been and will be used by the receiving party solely for the limited purpose of performing its obligations hereunder.

ARTICLE 12 MISCELLANEOUS

12.1. *Further Assurances.* Chapters and Affiliate agree upon the reasonable request of the other, to execute, acknowledge and deliver any and all such further instruments, and to do and perform any and all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

12.2. *Waivers or Modifications.* No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the Party to be charged therewith. No written waiver shall excuse any performance of any act(s) other than those specifically referred to therein. A waiver of any breach by any Party shall not constitute a waiver of any subsequent breach(es) by such Party.

12.3. *Legal Expenses.* In case legal proceedings shall be brought for the breach of any covenant herein contained, and a breach shall be established, the prevailing Party shall be entitled to recover from the other party all expenses incurred thereby, including reasonable attorneys' fees and disbursements.

12.4. *Governing Law.* This Agreement and the performance hereof will be construed and governed in accordance with the laws of the State of Florida, without regard to its choice of law principles, and the parties hereby agree that proper venue for any action filed to enforce the Agreement shall be in Hillsborough County, Florida.

12.5. *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining

provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12.6. *Entire Agreement.* This Agreement, together with any documents to be delivered pursuant hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether or oral or written, of or by and between the parties hereto in respect of such subject matter and may not be amended except by a written instrument hereafter signed by each of the Parties.

12.7. *Binding Agreement.* This Agreement is binding upon and inures to the benefit of the Parties and their respective successors. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the Parties or their respective successors, any rights, remedies, or liabilities under this Agreement.

12.8. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

12.9. *No Impairment of Rights.* No delay or omission by either party hereto in exercising any right, power or privilege hereunder will impair such right, power or privilege, nor will any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

12.10. *Protected Health Information.* The Parties agree that in accordance with the requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), they shall each execute simultaneously with the execution of this Agreement the Business Associate Agreement attached hereto in Exhibit A.

12.11. *No Duty To Refer Patients.* The Parties do not intend by this Agreement to induce directly or indirectly the referring of any individual to any other person or entity for the furnishing or arranging for the furnishing of any health care services or the provision of any drug or health care device, including but not limited to services, drugs, or devices for which payment may be made in whole or in part under any Federal Health Care Program as defined in 42 U.S.C. 1320a-7b(f). The parties agree and acknowledge that the services to be rendered by Chapters hereunder shall constitute valuable services, and that the amounts payable to Chapters by Affiliate as compensation under Article 3 represent the fair market value of the services to be rendered hereunder. The parties further acknowledge that it is their intention that compensation payable under this Agreement shall be for actual services rendered and shall not represent, and is not intended to represent, any payment to Chapters for referral of business or for the delivery of any patients directly to Affiliate.

12.12. *Force Majeure.* If either Party's ability to perform its obligations hereunder is limited or prevented in whole or in part for any reason whatever not reasonably within the control of the Party, including, without limitation, acts of God, war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), strikes and/or industrial dispute, delay on the part of the suppliers, transportation delay, or by any law, regulation, order, or other action by any public authority, that Party, without liability of any kind, shall be excused, discharged, and released from performance to the extent such

performance is limited, delayed or prevented. The foregoing provisions of this Subsection 12.12 shall not excuse Affiliate's obligations to pay the Reimbursable Expenses and Management Fees in accordance with the terms set forth herein.

12.13. *DRA Section 6032 Compliance.* If and to the extent required, each Party agrees to comply with Section 6032 of the Deficit Reduction Act of 2005, and in connection therewith to cooperate regarding the development of policies and procedures, education and communications described and required therein.

WHEREFORE, the Parties have executed this Agreement to be effective for all purposes as of the Effective Date first written above.

CHAPTERS HEALTH SYSTEM, INC.

By: _____

Name: _____

Title: _____

HOUSECALL PROVIDERS SERVICES, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

(Attached)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “**BAA**”) is entered into as of _____, 2026, by and between Chapters Health System, Inc. (“**Chapters**”), acting on behalf of its current and future covered entity affiliates, which currently include, without limitation, LifePath Hospice, Inc., Good Shepherd Hospice, Inc., Hernando-Pasco Hospice, Inc., Hospice of Okeechobee, Incorporated, Chapters Health Palliative Care, LLC, Chapters Health Home Connect, Inc., Achieve Home Care, LLC, Chapters Health Pharmacy, LLC, Cornerstone Hospice & Palliative Care, Inc., Cornerstone Health Services, Inc., Cornerstone Health Services, LLC, Cornerstone Primary Care, LLC, Cornerstone Centers for Wellbeing, LLC, Cornerstone Hospice & Palliative Care of Georgia, LLC, Cornerstone Hospice & Palliative Care of Alabama, LLC, Hospice of Florida, Inc., Hospice of Florida, LLC, Alexa Home Care, LLC, Chapters CareNU, Inc., East Bay Integrated Care, Inc., Hospice of Santa Cruz County, Willamette Valley Hospice, Inc., The Nathan Adelson Hospice, Housecall Providers Services, LLC, and Housecall Providers, PC (each individually, a “**Covered Entity**,” collectively, the “**Affiliated Covered Entity**”), and Chapters Health System, Inc. (“**Contractor**”).

RECITALS

A. Each Covered Entity (a) is a wholly-owned subsidiary of the Contractor, (b) is a “health care provider” and “covered entity” under the final regulations issued by the U.S. Department of Health and Human Services (“**HHS**”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and (c) has taken all required action(s) necessary to affiliate as a single covered entity in accordance with 45 C.F.R. § 164.105(b).

B. Contractor is the sole member/owner of each Covered Entity and provides administrative and management services to each Covered Entity.

C. As a result of the services it performs for or on behalf of the Affiliated Covered Entity, Contractor is a “business associate” of the Affiliated Covered Entity.

D. Affiliated Covered Entity and Contractor each acknowledge their commitment to complying with HIPAA.

Therefore, in consideration of the mutual agreements set forth in this BAA, Affiliated Covered Entity and Contractor, acknowledging the truth and accuracy of the foregoing recitals, agree as follows:

1. **BACKGROUND AND PURPOSE.** The Parties have entered into, and may in the future enter into, one or more written agreements (the “**Underlying Contract(s)**”), that require Contractor to be provided with, to have access to, and/or to create protected health information that is subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”), part of the American Recovery and Reinvestment Act of 2009 (“**ARRA**”), the Genetic Information Nondiscrimination Act of 2008, and the final regulations to such acts codified at 45 C.F.R. parts 160 and 164 (collectively, the “**HIPAA Regulations**”). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to Contractor’s Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow the Affiliated Covered Entity to comply with sections 164.502(e) and 164.314(a)(2)(i) of the HIPAA Regulations. Contractor acknowledges that, as a business associate, it is responsible to comply with the Privacy, Security, Breach Notification, and Enforcement Rules of the HIPAA Regulations. Except as so supplemented and/or amended, the terms of the Underlying

Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).

2. **DEFINITIONS.** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that:

a. **“PHI”** and **“ePHI”** shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Contractor received from or created on behalf of the Affiliated Covered Entity;

b. **“Administrative Safeguards”** shall have the same meaning as the term “administrative safeguards” in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Contractor’s workforce, not the Affiliated Covered Entity’s workforce, in relation to the protection of that information;

c. **“Contractor”** shall mean Chapters Health System, Inc., and, if applicable, any and all directors, partners, members, managers, officers, employees, contractors, and agents of such person or entity; and

d. **“Individual”** shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

e. **“Reasonable Time Period”** shall mean a time period reasonably calculated to allow the parties hereto to comply with any timeliness requirements set forth in the HIPAA Regulations or other applicable laws.

3. **GENERAL COMPLIANCE WITH HIPAA.** Contractor acknowledges it is required by law to comply with the Privacy, Security, Breach Notification, and Enforcement Rules of the HIPAA Regulations.

4. **SPECIFIC OBLIGATIONS OF THE PARTIES.**

a. **Obligations of Contractor.** With regard to its Use and/or Disclosure of PHI, Contractor agrees to:

i. Use and Disclose PHI only as permitted or required by the Underlying Contracts, this BAA, and applicable law;

ii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by this BAA;

iii. Report to Affiliated Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which Contractor becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware;

iv. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree in writing to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;

v. Coordinate with the *Affiliated Covered Entity* to respond to Individuals' requests for access to PHI in accordance with applicable HIPAA Regulations;

vi. Coordinate with Affiliated Covered Entity to make amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E ("**Privacy Rule**");

vii. Coordinate with Affiliated Covered Entity to provide accountings of disclosures of PHI as required by the Privacy Rule, including without limitation sharing the following information: (1) the date of the disclosure, (2) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (3) a brief description of the PHI disclosed, and (4) one of the following, as applicable: (a) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the Individual of the basis for such disclosure or in lieu of such statement, (b) a copy of a written request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (c) a copy of the Individual's request for an accounting.

viii. To the extent the Contractor is to carry out one or more obligations of the Affiliated Covered Entity under the Privacy Rule, comply with the requirements of Privacy Rule that apply to the Covered Entity in the performance of such obligation(s); and

ix. Make its internal practices, books and records available to the Secretary of HHS for purposes of determining compliance with the HIPAA Regulations;

x. Upon the expiration or termination of an Underlying Contract, return to Affiliated Covered Entity or destroy all PHI, including such information in possession of Contractor's subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If return or destruction is infeasible, Contractor agrees to extend all protections, limitations and restrictions contained in this BAA to Contractor's Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. When return or destruction ceases to be infeasible, Contractor shall return to the PHI to Affiliated Covered Entity or destroy such PHI. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract;

xi. Use reasonable commercial efforts to mitigate any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this BAA;

xii. Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards (“Safeguards”) that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C (“Security Rule”). Such Safeguards must reasonably protect the ePHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this BAA;

xiii. Maintain policies, procedures and documentation in accordance with 45 C.F.R. § 164.316;

xiv. Ensure that any agent and subcontractor to whom Contractor provides ePHI agrees to implement reasonable and appropriate Safeguards to protect ePHI;

xv. Comply with an Individual’s requests for restrictions on use or disclosure of PHI consistent with the HIPAA Regulations;

xvi. Comply with the requirements regarding “minimum necessary” under the HITECH Act and the HIPAA Regulations. Affiliated Covered Entity and Contractor acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and HIPAA Regulations;

xvii. Comply with the prohibition on receiving remuneration for certain communications that fall within the exceptions to Marketing (as defined in 45 C.F.R. §164.501) unless permitted by the HIPAA, the HITECH Act, or the HIPAA Regulations;

xviii. Within a Reasonable Time Period following the discovery of a Security Incident, report such to Affiliated Covered Entity;

xix. Make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining compliance with the Security Rule by Contractor and/or the Affiliated Covered Entity;

xx. Comply with the requirements concerning breaches of unsecured PHI and breaches of security set forth in more detail in Section 5 below; and

xxi. Not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless either (1) the Affiliated Covered Entity obtained, in accordance with 45 C.F.R. §164.508, a valid authorization from the Individual that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that Individual; or (2) any of the exceptions listed in HITECH Act §13405(d)(2), or any rules promulgated thereunder, apply.

b. **Permitted Uses and Disclosures of PHI.** Except as otherwise specified in this BAA or required by law, Contractor may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s). Unless otherwise limited herein, Contractor may:

i. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Contractor;

ii. Disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to carry out the legal responsibilities of Contractor, provided the disclosures are Required by Law, or Contractor obtains reasonable assurances from the third party that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

iii. Provide Data Aggregation services relating to the Health Care Operations of Contractor (if applicable) and/or the Affiliated Covered Entity; and

iv. De-identify any and all PHI obtained by Contractor under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

c. **Obligations of Affiliated Covered Entity.** Affiliated Covered Entity agrees to:

i. Notify Contractor of any changes or additions to the applicable Notice of Privacy Practices of the Affiliated Covered Entity (a copy of which will be provided to Contractor upon request) produced in accordance with 45 C.F.R. § 164.520 to the extent that any such changes or additions may affect Contractor's use or disclosure of PHI;

ii. Timely notify Contractor, in writing, of any arrangements between the Affiliated Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by Contractor under this BAA;

iii. Provide Contractor notice in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, including the expiration or revocation of an authorization, or if consent or authorization is found to be defective, if any such change or revocation may affect Contractor's use or disclosure of PHI;

iv. Notify Contractor in writing of any restriction to the use or disclosure of PHI that Chapters or the Affiliated Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that any such restriction may affect Contractor's use or disclosure of PHI; and

v. Not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Standards or the Security Rule if done by Chapters or Affiliated Covered Entity.

5. **BREACHES OF "UNSECURED PHI" AND BREACHES OF "SECURITY."**

a. **Duty to Notify Affiliated Covered Entity of Breach of Unsecured PHI.** Contractor shall report any "breach" of "unsecured PHI" (as those terms are defined in 45 C.F.R. §164.402, including all of its subsections) to Affiliated Covered Entity within a Reasonable Time

Period after such breach is known to Contractor or Contractor's employee, officer, or other agent (excepting the individual committing the breach) or, by exercising reasonable diligence, would have been known to Contractor, Contractor's employee, officer, or other agent (excepting the individual committing the breach). The parties agree that Contractor may contact any Individuals suspected to be affected by the breach on behalf of the Affiliated Covered Entity.

b. **Duty to Notify Chapters of Breach of Security.** Contractor shall report any "breach of security" (as such term is defined in section 501.171, Florida Statutes, including all of its subsections) to Affiliated Covered Entity within a Reasonable Time Period after it has determined, or has reason to believe, that such breach has occurred.

c. **Duty to Provide Chapters with Breach Report.** Within a Reasonable Time Period following the notification required pursuant to Subsections 5(a) and 5(b), above, Contractor shall provide Affiliated Covered Entity with a detailed, written report, which shall include, to the extent possible:

i. The identification of each person whose PHI or "personal information" (as such term is defined in section 501.171, Florida Statutes) has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the breach;

ii. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

iii. A description of the types of PHI or personal information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

iv. Any steps persons should take to protect themselves from potential harm resulting from the breach;

v. A brief description of what Contractor is doing to investigate the breach, to mitigate harm to the persons whose PHI or personal information has been breached, and to protect against any further breaches; and

vi. Contact procedures for persons to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

If any of the information in this Subsection 5(c) is not available at the time a report is due, Contractor shall provide Affiliated Covered Entity such information as promptly thereafter as information becomes available.

d. **Law Enforcement Delay.** If a Law Enforcement Official (as that term is defined in 45 C.F.R. §164.103) states to Contractor that any report or notification relating to a breach would impede a criminal investigation or cause damage to national security, Contractor shall:

i. If the statement from the Law Enforcement Official is in writing and specified the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the Law Enforcement Official; or

ii. If the statement from the Law Enforcement Official is made orally, document the statement, including the identity of the Law Enforcement Official making the statement, and delay the notification, notice or posting temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement is submitted during that time (in which case Subsection 5(d)(i) shall apply).

e. **Costs of Reporting Breach.** In instances in which unsecured PHI or personal information is maintained, used, or disclosed by the Contractor in a manner that constitutes a breach, and for which such breach Affiliated Covered Entity is required to provide notification pursuant to 45 C.F.R. §§ 164.404 – 164.408 or pursuant to section 501.171, Florida Statutes, Contractor shall reimburse Affiliated Covered Entity for all costs associated with the obligation to notify individual(s), the government, and/or the media of such breach.

f. **Compliance with Florida Law Regarding Breach.** Parties hereby acknowledge that in addition those breach notification requirements set forth in the HIPAA, the HITECH Act, and the HIPAA Regulations, each party, including the individual Covered Entities, shall also comply with section 501.171, Florida Statutes, unless such state law is contrary to the HIPAA Regulations. A provision of state law shall be deemed “contrary” to the HIPAA Regulations and HITECH Act if it is impossible to comply with both the state law and the HIPAA Regulations and HITECH Act or if the state law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of the breach notification provisions in the HIPAA Regulations or HITECH Act.

g. **Address for Notifications and Reports Concerning a Breach.** All notifications and reports required under this Section 5 shall be sent to Affiliated Covered Entity:

c/o Chapters Health System, Inc.
12470 Telecom Drive, Suite 301
Temple Terrace, Florida 33637
Attention: HIPAA Privacy Officer

6. **CIVIL AND CRIMINAL PENALTIES.** Contractor shall be responsible for the full cost of all civil and criminal penalties assessed upon Contractor or Affiliated Covered Entity as a result of the failure of Contractor, its officers, directors, employees, or agents to comply with this BAA or any requirement imposed upon Contractor through section 501.171, Florida Statutes, HIPAA, the HITECH Act, or ARRA as amended from time to time, and including any regulations to those laws, as amended from time to time. The obligations in this Section 6 shall survive the expiration or termination of this BAA for any reason.

7. **TERMINATION FOR MATERIAL BREACH OR NONCOMPLIANCE.** Should either party become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by the other party, the non-breaching party shall provide the breaching party with written notice of such breach in sufficient detail to enable the breaching party to understand the specific nature of the breach. The non-breaching party shall be entitled to terminate the Underlying Contract associated with such breach if, after the non-breaching party provides the notice to the breaching party, the breaching party fails to cure the

breach within a Reasonable Time Period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved.

8. **INDEMNIFICATION.** Each party (as the “**Indemnifying Party**”) shall indemnify and hold the other party (including the individual Covered Entities), their directors, officers, employees, agents, and subcontractors (each an “**Indemnified Party**”) harmless from and against any and all actual losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys’ fees) arising out of or related to a breach of this BAA that is directly attributable to the Indemnifying Party. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this BAA for any reason.

9. **MISCELLANEOUS.**

a. **Third Party Beneficiaries.** The parties hereto expressly acknowledge and agree that because this Agreement is intended by the parties to directly benefit each Covered Entity, such entities are intended third-party beneficiaries with respect to this Agreement and may enforce any and all of the provisions of the Agreement, including without limitation the covenants, undertakings, agreements, representations and warranties set forth herein, directly against Contractor. The parties further agree that, except for the intended third-party beneficiaries identified herein, no other persons or entities shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto.

b. **Amendment.** This BAA amends and supplements the Underlying Contract(s), and to the extent of any inconsistency between this BAA and the Underlying Contract(s) or any previously executed business associate agreement between the parties, the provisions of this BAA shall control. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BAA may be required to ensure compliance with such developments. The parties agree to take such action as necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, and any other applicable law. Except as set forth below, any amendment or modification to this BAA must be in writing and signed by the parties. Notwithstanding the foregoing, Affiliated Covered Entity may unilaterally amend this BAA upon prior written notice to Contractor in order to comply with any applicable regulatory requirements, including without limitation changes to the HIPAA Regulations. Affiliated Covered Entity will provide Contractor at least thirty (30) days’ prior written notice of any unilateral amendment, unless a shorter notice period is necessary in order to accomplish regulatory compliance.

c. **Authorization.** The undersigned represents and warrants that he/she is authorized to execute and deliver this BAA on behalf of his/her respective party.

d. **Effect of Assignment of Underlying Contract(s).** In the event of an assignment of the Underlying Contract(s), the parties agree that this BAA shall automatically be assigned to the assignee of the Underlying Contract(s) and that such person or entity (1) shall assume all rights responsibilities of the assigning party under this BAA and (2) shall be bound by the terms and conditions set forth in this BAA.

e. **Regulatory References.** A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended.

f. **Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Regulations.

(This space intentionally left blank.)

WHEREFORE, the parties have executed this BAA by their signatures below on the day and year first written above.

Chapters Health System, Inc., on behalf of its current and future covered entity affiliates, including without limitation, LifePath Hospice, Inc., Good Shepherd Hospice, Inc., Hernando-Pasco Hospice, Inc., Hospice of Okeechobee, Incorporated, Chapters Health Palliative Care, LLC, Chapters Health Home Connect, Inc., Achieve Home Care, LLC, Chapters Health Pharmacy, LLC, Cornerstone Hospice & Palliative Care, Inc., Cornerstone Health Services, Inc., Cornerstone Health Services, LLC, Cornerstone Primary Care, LLC, Cornerstone Centers for Wellbeing, LLC, Cornerstone Hospice & Palliative Care of Georgia, LLC, Cornerstone Hospice & Palliative Care of Alabama, LLC, Hospice of Florida, Inc., Hospice of Florida, LLC, Alexa Home Care, LLC, Chapters CareNU, Inc., East Bay Integrated Care, Inc., Hospice of Santa Cruz County, Willamette Valley Hospice, Inc., The Nathan Adelson Hospice, Housecall Providers Services, LLC, and Housecall Providers, PC (COLLECTIVELY, AS THE AFFILIATED COVERED ENTITY)

CHAPTERS HEALTH SYSTEM, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the “**Agreement**”), with an effective date of _____, 2026 (the “**Effective Date**”), is made and entered into by and between Chapters Health System, Inc., a Florida not for profit corporation with its principal office at 12470 Telecom Drive, Suite 301, Temple Terrace, Florida 33637 (“**Chapters**”), and Housecall Providers, PC, an Oregon professional corporation (“**Affiliate**”). Chapters and Affiliate shall alternatively be known herein as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, Chapters is a shareholder of Affiliate;

WHEREAS, Affiliate wishes to engage Chapters to provide, and Chapters agrees to provide to Affiliate those certain management services described herein in accordance with the terms hereof; and

WHEREAS, the Parties have elected to enter into this Agreement to memorialize their obligations, as well as their agreements, with respect to the provision of management services by Chapters to Affiliate.

NOW, THEREFORE, in consideration of the premises and covenants herein contained and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 ENGAGEMENT OF CHAPTERS; DUTIES OF CHAPTERS

1.1. *Engagement.* Affiliate hereby retains Chapters to provide office equipment, supplies and management and administrative services to Affiliate. Affiliate shall retain the responsibility for planning, coordinating, and prescribing all services for patients and their families.

1.2. *Duties.* Chapters agrees that it shall, during the term of this Agreement, provide the management and administrative services hereinafter specified, as well as all related or ancillary services. Chapters shall provide such management and administrative services and such personnel as may be required to fulfill the obligations of Chapters and shall keep Affiliate apprised of all such services performed by Chapters. Chapters shall establish all policies and procedures reasonably necessary to provide the services described herein and to meet the legal and accreditation standards applicable to Affiliate, including, without limitation, all applicable state and federal statutes and regulations, Medicare and Medicaid program guidelines, and accreditation standards (the “**Chapters Policies**”). Further, Chapters shall provide the services described herein in accordance with Affiliate’s policies and procedures, including but not limited to, Affiliate’s Corporate Compliance Plan, False Claims and Whistleblower Protections policy and Code of Ethics (copies of which are available for review on Affiliate’s website at www.chaptershealth.org), as each may be amended or supplemented from time to time. The Chapters Policies as are in effect from time to time during the term of this Agreement are deemed incorporated into this Agreement as a part hereof. The services and duties to be provided and performed by Chapters or its designees shall include the following:

(a) Chapters hereby grants Affiliate a license to utilize such furniture, fixtures and computers, hardware and other equipment (collectively, the “**Equipment**”) now or hereafter owned by Chapters and located at the Premises (as used herein, the term “**Premises**” refers collectively to all offices or other physical locations leased by Affiliate for its business and operational purposes), and Affiliate agrees to license the use of such Equipment from Chapters. The Equipment is deemed reasonable and necessary by the Parties for the proper and efficient

operation of Affiliate's business. During the term of this Agreement Chapters shall have exclusive responsibility for maintaining all Equipment in good repair, condition and working order, and shall furnish all parts and services for the Equipment reasonably required therefore including, without limitation, preventive and routine maintenance, as necessary and appropriate, as determined by Chapters in consultation with Affiliate, to maintain the Equipment in an acceptable state of repair and serviceability. The Equipment provided hereunder shall, at all times, be and remain the property of Chapters. Affiliate shall not cause the Equipment to be subject to any lien, levy, attachment, encumbrance or charge, or to any judicial process of any kind whatsoever, and shall not remove the Equipment from the Premises without the prior written consent of Chapters. Upon expiration or termination of this Agreement, the Equipment shall be returned to Chapters.

(b) Financial and accounting services, including centralized cash flow management and investment services (see Article 2); billing and collection services; accounts payable processing; financial reporting, financial statement preparation and general bookkeeping services; payroll processing; business intelligence support; budgeting; insurance; and preparation of any regulatory filings required in connection with such services;

(c) Information and telecommunications services, including networking; telephone; software applications; help desk support; and development services;

(d) Regulatory and corporate compliance services, including risk management; Federal and State regulatory oversight and compliance; medical records archiving, storage and destruction; performance improvement; staff and patient safety programs; disaster planning; Joint Commission Standards compliance; and HIPAA compliance;

(e) Human resources services, including recruiting and staffing services; human resource-related compliance; workers' compensation administration; employee orientation, education and training and development; benefits administration; government reporting (including but not limited to EEO, unemployment, and new hire reporting); and, employee health services;

(f) Marketing materials and services, including corporate identity and branding strategy; public and media relations; internal communications; printing, advertising and collateral marketing materials; and external Internet presence;

(g) Legal services, including contract review and management; general legal services; litigation review and support; compliance review and support; licensing administration and management; and engagement and supervision of outside legal counsel and related support services as necessary;

(h) Facilities management services, subject to any specific facility and equipment leases entered into between the Parties, including space management, leasing activities, maintenance and repairs, signage, insurance and life safety code compliance;

(i) Development and fundraising services, including capital campaigns; planned giving; annual giving; thrift stores; grant writing; and special events coordination;

(j) Chief Medical Officer services, including medical research support; medical staff credentialing and education; administration of medical school education programs; contracting; budgeting and financial oversight for medical services; medical staff bylaws development; standing orders updates and tracking; negotiations and program development; administrative supervision; practice oversight; Ethics Committee support; and data analysis; and

(k) Executive management and consulting services.

ARTICLE 2 CASH MANAGEMENT AND INVESTMENT SERVICES

Consistent with those Chapters Policies governing the centralized cash management and investment program, Chapters shall provide cash management and investment services to Affiliate which shall include, without limitation, the following activities:

2.1. *Collections.* All amounts received by or on behalf of Affiliate in connection with the operation of Affiliate (the “**Collections**”) shall be deposited into a bank account (the “**Depository Account**”) in the name of Affiliate at a bank or other suitable financial institution (the “**Depository**”) selected by Chapters and Affiliate. At the end of each business day during the term of this Agreement all amounts in the Depository Account shall be automatically transferred by the Depository into a separate account established in the name of Chapters (the “**Operating Account**”) as part of Chapters' centralized cash management and investment program; provided, however, that all such funds shall be held by Chapters solely for the benefit of Affiliate. The Operating Account shall be maintained in such a way that Chapters shall have access to funds in the account to the extent necessary and appropriate to administer its responsibilities under this Agreement, including the payment of the Affiliate Expenses (see Section 2.2(a)). Affiliate will not remove, disburse, transfer, use, pledge, hypothecate, grant a lien on or security interest in, or otherwise encumber any funds in the Depository Account without prior notice to Chapters. Affiliate shall execute such documents as the Depository may reasonably require to transfer the Collections each day from the Depository Account into the Operating Account, and to effectuate any other provisions of this Agreement.

2.2. *Payment of Affiliate Expenses.*

(a) Consistent with its responsibilities under this Agreement, Chapters will pay from the Operating Account all Affiliate Expenses incurred on or after the Effective Date as they become due and payable, subject to any applicable grace period. However, either Affiliate or Chapters may, in the name of Affiliate, contest with due diligence and in good faith any Affiliate Expenses as to which there is any dispute regarding the nature, existence or validity of such Affiliate Expenses. “**Affiliate Expenses**” means all reasonable and necessary expenses incurred by Affiliate on or after the Effective Date in connection with its ownership, management, administration and operation. Affiliate will timely provide all invoices for Affiliate Expenses to Chapters for payment. Prior to payment by Chapters, all Affiliate Expenses must be approved by Affiliate and, in certain circumstances, by Chapters also, in accordance with the Chapters Policies governing operating and capital expenditures.

(b) Chapters shall make payments and allocate the aggregate amount of Collections in the following order:

(i) Affiliate Expenses, other than Reimbursable Expenses, the Management Fee and the Equipment License Fee (see Subsection 3.1 below);

(ii) Reimbursable Expenses, the Management Fee and the Equipment License Fee, in that order; and

(iii) The remaining Collections (“**Excess Cash**”) will be invested and managed by Chapters in a prudent manner on behalf and for the benefit of Affiliate. Affiliate will be credited with interest income earned or charged interest expense incurred in connection with management of the Excess Cash. Interest income will be credited based on the actual yield generated on the investment portfolio administered as part of the Chapters centralized cash management and investment program. Interest expense will be charged based on the lesser of prime rate as published by the Wall Street Journal on the last business day of any month in which interest is charged or the maximum amount allowed by Florida law. Affiliate Excess Cash plus interest income, less interest expense, shall be referred to as “**Affiliate Centralized Cash and Investments**.” Although the Excess Cash will be invested and administered as part of the Chapters centralized cash management and investment program, Affiliate Centralized Cash and Investments will at all times remain the property of Affiliate.

(c) Chapters will provide Affiliate with monthly accountings of centralized cash management and investment services, including, without limitation, Collections and payments, on the twentieth (20th) day of the following month, and with quarterly accountings of Excess Cash, Affiliate Centralized Cash and Investments, and capital on the 20th day of the month following each quarter.

ARTICLE 3 FEES

3.1. *Reimbursable Expenses, Equipment License Fee and Management Fee.* Affiliate will allow Chapters to be reimbursed from the Operating Account for all of Chapters’ direct costs incurred in the provision of services to Affiliate (the “**Reimbursable Expenses**”) as well as the actual depreciation costs incurred by Chapters for the Equipment, which shall constitute Chapters’ fee for licensing the Equipment to Affiliate (the “**Equipment License Fee**”). Further, in consideration of the services to be rendered to Affiliate by Chapters pursuant to this Agreement, Chapters will receive a monthly fee (the “**Management Fee**”) in accordance with the calculation methodology and payment schedule agreed to by the parties in a separate signed writing and incorporated herein by reference.

3.2. *Time of Payment.* When paid, Reimbursable Expenses, Equipment License Fee and the Management Fee, shall be payable monthly by the twentieth (20th) day of the following month during the term of this Agreement and, following the expiration or termination of this Agreement, on the 20th day of the month thereafter. All payments made under this subsection may be accomplished by internal debit/credit accounting entries, or ACH, check or wire transfers.

ARTICLE 4 PERFORMANCE

Chapters shall use reasonable commercial efforts to perform each of its duties hereunder in a competent and timely fashion. If Chapters has engaged third parties to perform one or more services under the supervision of Chapters for Affiliate, Chapters shall use reasonable commercial efforts to cause such third parties to deliver each such service in a competent and timely fashion.

ARTICLE 5
TERM; TERMINATION

5.1. *Term.* The term of this Agreement shall commence as of the Effective Date and shall, unless sooner terminated, continue for a period of five (5) years. Thereafter, if this Agreement has not been terminated, this Agreement shall automatically renew for additional successive one (1) year terms unless either Party gives notice of nonrenewal not earlier than one hundred and eighty (180) days, and not later than one hundred and twenty (120) days, prior to expiration of the then current term.

5.2. *Termination.*

(a) This Agreement shall be terminated upon the first to occur of the following events:

(i) Upon the mutual agreement of Affiliate and Chapters.

(ii) Upon the failure of a Party to comply with any material term, condition or covenant of this Agreement by due notice hereunder from the non-breaching Party to the breaching Party, subject to the following cure period. Written notice of default shall be sent to the breaching Party, and the breaching Party shall have thirty (30) days following receipt of such notice to remedy the default. If the breach is not cured to the satisfaction of the non-breaching Party within such thirty (30) day period, the non-breaching Party may terminate this Agreement immediately by giving further notice to such effect to the breaching Party.

(iii) As provided in the Business Associate Agreement between the Parties set forth in Exhibit A annexed hereto.

(b) If this Agreement terminates for any reason, with or without cause, such termination shall not affect, negate or obviate any obligation of either Party to the other arising prior to the date of such termination, and any termination of this Agreement shall be without prejudice to any right, remedy or recourse to which the terminating party may be entitled under this Agreement or otherwise at law or in equity. Upon termination, further transfers of Collections from the Depository Account shall be made by the Depository to the Operating Account only to the extent necessary to pay any Affiliate Expenses, Reimbursable Expenses, the Management Fee, and the Equipment License Fee which were incurred or accrued prior to the termination. Any remaining Collections will be paid directly to Affiliate, as directed by Affiliate. Chapters will submit any documents necessary to the Depository to cease further transfers to the Operating Account.

(c) In the event this Agreement is terminated prior to the first anniversary of the Effective Date, the Parties acknowledge and agree not to enter into any agreement or other arrangement for any equipment license or management services substantially similar to those provided herein during the one year period after the Effective Date.

**ARTICLE 6
INSURANCE AND INDEMNIFICATION**

6.1 Insurance. During the term of this Agreement, Chapters agrees to procure and maintain such policies of general and professional liability and other insurance or a comparable program of self-insurance at an amount customarily maintained by health care management companies in the state or region in which Chapters operates. Such insurance coverage shall cover the acts and omissions of Chapters as well as Chapters' agents and employees. Chapters will deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage to Affiliate upon request. Chapters agrees to make best efforts to provide to Affiliate at least thirty (30) days advance notice, and in any event will provide notice as soon as reasonably practicable, of any cancellation or material modification of these policies.

6.2 Indemnification. Notwithstanding any other provision contained herein, each Party hereto shall be indemnified and held harmless by the other Party hereto from any and all liability (including reasonable attorney's fees and costs at both trial and appellate levels), injury, loss or damage which is occasioned through such other Party's negligent, reckless or deliberate acts or omissions.

**ARTICLE 7
INDEPENDENT CONTRACTORS**

This Agreement is by and between Chapters and Affiliate and is not intended, and shall not be construed, to create an employment relationship, partnership or other such association as between the Parties. Each Party is an independent contractor of the other. Neither Chapters nor its employees or agents shall look to Affiliate for vacation pay, sick leave, retirement benefits, Social Security, worker's compensation, disability or unemployment insurance benefits, or other employee benefits; nor shall Affiliate or its employees look to Chapters for the same except in connection with benefits as are administered by Chapters for such Affiliate and its employees. In performing the services required hereunder, Chapters and its professional employees and contractors shall exercise independent professional judgment. Chapters shall not exercise any control over matters of Affiliate involving the exercise of professional medical judgment.

**ARTICLE 8
NOTICE AND REPORTING CONCERNING FRAUD AND INVESTIGATIONS**

Chapters shall provide immediate written notice to Affiliate if it detects any possible fraud on the part of patients in Affiliate's program, or its own employees or agents. If such notice is given, Affiliate shall have the right to conduct its own investigation of Chapters, or Affiliate may elect to receive copies of all audit and investigation reports prepared by Chapters, which reports shall be provided immediately and without cost. If the investigation (whether conducted by Chapters or Affiliate) reveals that the error or fraud resulted from Chapters' failure to comply with regulatory or contractual requirements, Chapters shall develop and implement all necessary additional compliance procedures and controls. In the event Chapters receives notice or becomes aware of any government investigation or audit relating to Affiliate or Chapters' own compliance with regulatory requirements, it will notify Affiliate immediately. Chapters shall provide Affiliate with regular reports on the status of any government investigation and shall report immediately any findings issued or government actions taken as a result of the investigation.

**ARTICLE 9
NOTICES**

9.1. *Form.* Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or by facsimile or similar telecommunication device and addressed as follows:

| | |
|------------------------------------|---|
| In the case of Chapters, to it at: | Chapters Health System, Inc. 12470 Telecom Drive, Suite 301 Temple Terrace, Florida 33637 Attention: President/CEO |
|------------------------------------|---|

| | |
|-------------------------------------|---|
| In the case of Affiliate, to it at: | Housecall Providers, PC c/o Chapters Health System 12470 Telecom Drive, Suite 301 Temple Terrace, Florida 33637 Attention: Legal Department |
|-------------------------------------|---|

9.2. *Delivery, Receipt, and Change of Address.* Any notice, consent, authorization, direction or other communication as aforesaid shall be deemed to have been effectively delivered and received, if sent by facsimile or similar telecommunication device on the business day of such transmission, or if the transmission occurs after 5:00 p.m. (at the place of receipt), on the next business day (proof of transmission required), or if delivered, to have been delivered and received on the date of such delivery provided, however, that if such date is not a business day, then it shall be deemed to have been delivered and received on the business day next following such delivery. Any Party may change its address for service by written notice given as aforesaid.

**ARTICLE 10
REQUESTS FOR INFORMATION**

10.1. *Request for Information.* Chapters shall provide to Affiliate any requested documents, records, data or information within fifteen (15) business days after the receipt of a written request therefore from Affiliate or its authorized representatives. In addition, upon reasonable notice from a Affiliate, Chapters shall provide authorized representatives of Affiliate access to the books and records maintained by Chapters that pertain to Affiliate.

10.2. *Access to Records.* Until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, Chapters shall make available, upon written request to, the Secretary of the U.S. Department of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement and any books, documents and records of Chapters that are necessary to certify the nature and extent of the costs related to this Agreement, and if Chapters carries out any of the duties of this Agreement through a subcontract, with a value of or cost of \$10,000 or more over a twelve (12) month period, with a related organization or individual, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request of the Secretary or authorized representatives, the subcontract and any books, documents and records of such organization or individual that are necessary to verify the nature and extent of such costs. (This paragraph shall be of no force or effect if not required by law.)

ARTICLE 11 CONFIDENTIALITY

During the term of this Agreement, each Party may disclose to the other certain proprietary, confidential or other non-public information (collectively, "**Information**") relating to its business. Except as herein set forth, no Party shall (i) reveal or make known to any person, firm, corporation or entity, other than its own advisors, including its attorneys, accountants and investment bankers, or (ii) utilize in its own business or (iii) make any other usage of, any Information disclosed to it by the other in connection with this Agreement. Notwithstanding the foregoing, (i) each Party may disclose any Information received from the other party to any governmental or regulatory authority in connection with obtaining approval of the transactions contemplated hereby or as otherwise may be required by applicable law, and (ii) if required, each Party may disclose any Information received from the other Party to vendors or subcontractors or others whose services the disclosing Party intends to utilize in connection with operation of the business of Affiliate. A Party's obligations with respect to any item of Information disclosed to it shall terminate if that item of Information becomes disclosed in published literature or otherwise becomes generally available to the public unless such availability to the public shall have resulted, directly or indirectly, from any act, omission, or fault of such Party with respect to that item of Information. Further, this Article 11 shall not apply to any item of Information which at the time of disclosure was already generally available to the public or which at the time of disclosure was already in the possession of the Party intending to utilize the item of Information. The Parties agree that the Information any Party has received or may receive from the other has been and will be used by the receiving party solely for the limited purpose of performing its obligations hereunder.

ARTICLE 12 MISCELLANEOUS

12.1. *Further Assurances.* Chapters and Affiliate agree upon the reasonable request of the other, to execute, acknowledge and deliver any and all such further instruments, and to do and perform any and all such other acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

12.2. *Waivers or Modifications.* No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the Party to be charged therewith. No written waiver shall excuse any performance of any act(s) other than those specifically referred to therein. A waiver of any breach by any Party shall not constitute a waiver of any subsequent breach(es) by such Party.

12.3. *Legal Expenses.* In case legal proceedings shall be brought for the breach of any covenant herein contained, and a breach shall be established, the prevailing Party shall be entitled to recover from the other party all expenses incurred thereby, including reasonable attorneys' fees and disbursements.

12.4. *Governing Law.* This Agreement and the performance hereof will be construed and governed in accordance with the laws of the State of Florida, without regard to its choice of law principles, and the parties hereby agree that proper venue for any action filed to enforce the Agreement shall be in Hillsborough County, Florida.

12.5. *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining

provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12.6. *Entire Agreement.* This Agreement, together with any documents to be delivered pursuant hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether or oral or written, of or by and between the parties hereto in respect of such subject matter and may not be amended except by a written instrument hereafter signed by each of the Parties.

12.7. *Binding Agreement.* This Agreement is binding upon and inures to the benefit of the Parties and their respective successors. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the Parties or their respective successors, any rights, remedies, or liabilities under this Agreement.

12.8. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

12.9. *No Impairment of Rights.* No delay or omission by either party hereto in exercising any right, power or privilege hereunder will impair such right, power or privilege, nor will any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

12.10. *Protected Health Information.* The Parties agree that in accordance with the requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), they shall each execute simultaneously with the execution of this Agreement the Business Associate Agreement attached hereto in Exhibit A.

12.11. *No Duty To Refer Patients.* The Parties do not intend by this Agreement to induce directly or indirectly the referring of any individual to any other person or entity for the furnishing or arranging for the furnishing of any health care services or the provision of any drug or health care device, including but not limited to services, drugs, or devices for which payment may be made in whole or in part under any Federal Health Care Program as defined in 42 U.S.C. 1320a-7b(f). The parties agree and acknowledge that the services to be rendered by Chapters hereunder shall constitute valuable services, and that the amounts payable to Chapters by Affiliate as compensation under Article 3 represent the fair market value of the services to be rendered hereunder. The parties further acknowledge that it is their intention that compensation payable under this Agreement shall be for actual services rendered and shall not represent, and is not intended to represent, any payment to Chapters for referral of business or for the delivery of any patients directly to Affiliate.

12.12. *Force Majeure.* If either Party's ability to perform its obligations hereunder is limited or prevented in whole or in part for any reason whatever not reasonably within the control of the Party, including, without limitation, acts of God, war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), strikes and/or industrial dispute, delay on the part of the suppliers, transportation delay, or by any law, regulation, order, or other action by any public authority, that Party, without liability of any kind, shall be excused, discharged, and released from performance to the extent such performance is

limited, delayed or prevented. The foregoing provisions of this Subsection 12.12 shall not excuse Affiliate's obligations to pay the Reimbursable Expenses and Management Fees in accordance with the terms set forth herein.

12.13. *DRA Section 6032 Compliance.* If and to the extent required, each Party agrees to comply with Section 6032 of the Deficit Reduction Act of 2005, and in connection therewith to cooperate regarding the development of policies and procedures, education and communications described and required therein.

WHEREFORE, the Parties have executed this Agreement to be effective for all purposes as of the Effective Date first written above.

CHAPTERS HEALTH SYSTEM, INC.

By: _____

Name: _____

Title: _____

HOUSECALL PROVIDERS, PC

By: _____

Name: _____

Title: _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

(Attached)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “**BAA**”) is entered into as of _____, 2026, by and between Chapters Health System, Inc. (“**Chapters**”), acting on behalf of its current and future covered entity affiliates, which currently include, without limitation, LifePath Hospice, Inc., Good Shepherd Hospice, Inc., Hernando-Pasco Hospice, Inc., Hospice of Okeechobee, Incorporated, Chapters Health Palliative Care, LLC, Chapters Health Home Connect, Inc., Achieve Home Care, LLC, Chapters Health Pharmacy, LLC, Cornerstone Hospice & Palliative Care, Inc., Cornerstone Health Services, Inc., Cornerstone Health Services, LLC, Cornerstone Primary Care, LLC, Cornerstone Centers for Wellbeing, LLC, Cornerstone Hospice & Palliative Care of Georgia, LLC, Cornerstone Hospice & Palliative Care of Alabama, LLC, Hospice of Florida, Inc., Hospice of Florida, LLC, Alexa Home Care, LLC, Chapters CareNU, Inc., East Bay Integrated Care, Inc., Hospice of Santa Cruz County, Willamette Valley Hospice, Inc., The Nathan Adelson Hospice, Housecall Providers Services, LLC, and Housecall Providers, PC (each individually, a “**Covered Entity**,” collectively, the “**Affiliated Covered Entity**”), and Chapters Health System, Inc. (“**Contractor**”).

RECITALS

A. Each Covered Entity (a) is a wholly-owned subsidiary of the Contractor, (b) is a “health care provider” and “covered entity” under the final regulations issued by the U.S. Department of Health and Human Services (“**HHS**”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and (c) has taken all required action(s) necessary to affiliate as a single covered entity in accordance with 45 C.F.R. § 164.105(b).

B. Contractor is the sole member/owner of each Covered Entity and provides administrative and management services to each Covered Entity.

C. As a result of the services it performs for or on behalf of the Affiliated Covered Entity, Contractor is a “business associate” of the Affiliated Covered Entity.

D. Affiliated Covered Entity and Contractor each acknowledge their commitment to complying with HIPAA.

Therefore, in consideration of the mutual agreements set forth in this BAA, Affiliated Covered Entity and Contractor, acknowledging the truth and accuracy of the foregoing recitals, agree as follows:

1. **BACKGROUND AND PURPOSE.** The Parties have entered into, and may in the future enter into, one or more written agreements (the “**Underlying Contract(s)**”), that require Contractor to be provided with, to have access to, and/or to create protected health information that is subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”), part of the American Recovery and Reinvestment Act of 2009 (“**ARRA**”), the Genetic Information Nondiscrimination Act of 2008, and the final regulations to such acts codified at 45 C.F.R. parts 160 and 164 (collectively, the “**HIPAA Regulations**”). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to Contractor’s Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow the Affiliated Covered Entity to comply with sections 164.502(e) and 164.314(a)(2)(i) of the HIPAA Regulations. Contractor acknowledges that, as a business associate, it is responsible to comply with the Privacy, Security, Breach Notification, and Enforcement Rules of the HIPAA Regulations. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged

and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).

2. **DEFINITIONS.** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that:

a. **“PHI”** and **“ePHI”** shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Contractor received from or created on behalf of the Affiliated Covered Entity;

b. **“Administrative Safeguards”** shall have the same meaning as the term “administrative safeguards” in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Contractor’s workforce, not the Affiliated Covered Entity’s workforce, in relation to the protection of that information;

c. **“Contractor”** shall mean Chapters Health System, Inc., and, if applicable, any and all directors, partners, members, managers, officers, employees, contractors, and agents of such person or entity; and

d. **“Individual”** shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

e. **“Reasonable Time Period”** shall mean a time period reasonably calculated to allow the parties hereto to comply with any timeliness requirements set forth in the HIPAA Regulations or other applicable laws.

3. **GENERAL COMPLIANCE WITH HIPAA.** Contractor acknowledges it is required by law to comply with the Privacy, Security, Breach Notification, and Enforcement Rules of the HIPAA Regulations.

4. **SPECIFIC OBLIGATIONS OF THE PARTIES.**

a. **Obligations of Contractor.** With regard to its Use and/or Disclosure of PHI, Contractor agrees to:

i. Use and Disclose PHI only as permitted or required by the Underlying Contracts, this BAA, and applicable law;

ii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by this BAA;

iii. Report to Affiliated Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which Contractor becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware;

iv. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor agree in writing to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;

v. Coordinate with the *Affiliated Covered Entity* to respond to Individuals' requests for access to PHI in accordance with applicable HIPAA Regulations;

vi. Coordinate with Affiliated Covered Entity to make amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E ("**Privacy Rule**");

vii. Coordinate with Affiliated Covered Entity to provide accountings of disclosures of PHI as required by the Privacy Rule, including without limitation sharing the following information: (1) the date of the disclosure, (2) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (3) a brief description of the PHI disclosed, and (4) one of the following, as applicable: (a) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the Individual of the basis for such disclosure or in lieu of such statement, (b) a copy of a written request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (c) a copy of the Individual's request for an accounting.

viii. To the extent the Contractor is to carry out one or more obligations of the Affiliated Covered Entity under the Privacy Rule, comply with the requirements of Privacy Rule that apply to the Covered Entity in the performance of such obligation(s); and

ix. Make its internal practices, books and records available to the Secretary of HHS for purposes of determining compliance with the HIPAA Regulations;

x. Upon the expiration or termination of an Underlying Contract, return to Affiliated Covered Entity or destroy all PHI, including such information in possession of Contractor's subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If return or destruction is infeasible, Contractor agrees to extend all protections, limitations and restrictions contained in this BAA to Contractor's Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. When return or destruction ceases to be infeasible, Contractor shall return to the PHI to Affiliated Covered Entity or destroy such PHI. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract;

xi. Use reasonable commercial efforts to mitigate any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this BAA;

xii. Implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards (“**Safeguards**”) that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C (“**Security Rule**”). Such Safeguards must reasonably protect the ePHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this BAA;

xiii. Maintain policies, procedures and documentation in accordance with 45 C.F.R. § 164.316;

xiv. Ensure that any agent and subcontractor to whom Contractor provides ePHI agrees to implement reasonable and appropriate Safeguards to protect ePHI;

xv. Comply with an Individual’s requests for restrictions on use or disclosure of PHI consistent with the HIPAA Regulations;

xvi. Comply with the requirements regarding “minimum necessary” under the HITECH Act and the HIPAA Regulations. Affiliated Covered Entity and Contractor acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and HIPAA Regulations;

xvii. Comply with the prohibition on receiving remuneration for certain communications that fall within the exceptions to Marketing (as defined in 45 C.F.R. §164.501) unless permitted by the HIPAA, the HITECH Act, or the HIPAA Regulations;

xviii. Within a Reasonable Time Period following the discovery of a Security Incident, report such to Affiliated Covered Entity;

xix. Make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for purposes of determining compliance with the Security Rule by Contractor and/or the Affiliated Covered Entity;

xx. Comply with the requirements concerning breaches of unsecured PHI and breaches of security set forth in more detail in Section 5 below; and

xxi. Not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless either (1) the Affiliated Covered Entity obtained, in accordance with 45 C.F.R. §164.508, a valid authorization from the Individual that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that Individual; or (2) any of the exceptions listed in HITECH Act §13405(d)(2), or any rules promulgated thereunder, apply.

b. **Permitted Uses and Disclosures of PHI.** Except as otherwise specified in this BAA or required by law, Contractor may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s). Unless otherwise limited herein, Contractor may:

i. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Contractor;

ii. Disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to carry out the legal responsibilities of Contractor, provided the disclosures are Required by Law, or Contractor obtains reasonable assurances from the third party that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

iii. Provide Data Aggregation services relating to the Health Care Operations of Contractor (if applicable) and/or the Affiliated Covered Entity; and

iv. De-identify any and all PHI obtained by Contractor under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

c. **Obligations of Affiliated Covered Entity.** Affiliated Covered Entity agrees to:

i. Notify Contractor of any changes or additions to the applicable Notice of Privacy Practices of the Affiliated Covered Entity (a copy of which will be provided to Contractor upon request) produced in accordance with 45 C.F.R. § 164.520 to the extent that any such changes or additions may affect Contractor's use or disclosure of PHI;

ii. Timely notify Contractor, in writing, of any arrangements between the Affiliated Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by Contractor under this BAA;

iii. Provide Contractor notice in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, including the expiration or revocation of an authorization, or if consent or authorization is found to be defective, if any such change or revocation may affect Contractor's use or disclosure of PHI;

iv. Notify Contractor in writing of any restriction to the use or disclosure of PHI that Chapters or the Affiliated Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that any such restriction may affect Contractor's use or disclosure of PHI; and

v. Not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Standards or the Security Rule if done by Chapters or Affiliated Covered Entity.

5. **BREACHES OF "UNSECURED PHI" AND BREACHES OF "SECURITY."**

a. **Duty to Notify Affiliated Covered Entity of Breach of Unsecured PHI.** Contractor shall report any "breach" of "unsecured PHI" (as those terms are defined in 45 C.F.R. §164.402, including all of its subsections) to Affiliated Covered Entity within a Reasonable Time Period after such breach is known to Contractor or Contractor's employee, officer, or other agent

(excepting the individual committing the breach) or, by exercising reasonable diligence, would have been known to Contractor, Contractor's employee, officer, or other agent (excepting the individual committing the breach). The parties agree that Contractor may contact any Individuals suspected to be affected by the breach on behalf of the Affiliated Covered Entity.

b. **Duty to Notify Chapters of Breach of Security.** Contractor shall report any "breach of security" (as such term is defined in section 501.171, Florida Statutes, including all of its subsections) to Affiliated Covered Entity within a Reasonable Time Period after it has determined, or has reason to believe, that such breach has occurred.

c. **Duty to Provide Chapters with Breach Report.** Within a Reasonable Time Period following the notification required pursuant to Subsections 5(a) and 5(b), above, Contractor shall provide Affiliated Covered Entity with a detailed, written report, which shall include, to the extent possible:

i. The identification of each person whose PHI or "personal information" (as such term is defined in section 501.171, Florida Statutes) has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the breach;

ii. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

iii. A description of the types of PHI or personal information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

iv. Any steps persons should take to protect themselves from potential harm resulting from the breach;

v. A brief description of what Contractor is doing to investigate the breach, to mitigate harm to the persons whose PHI or personal information has been breached, and to protect against any further breaches; and

vi. Contact procedures for persons to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

If any of the information in this Subsection 5(c) is not available at the time a report is due, Contractor shall provide Affiliated Covered Entity such information as promptly thereafter as information becomes available.

d. **Law Enforcement Delay.** If a Law Enforcement Official (as that term is defined in 45 C.F.R. §164.103) states to Contractor that any report or notification relating to a breach would impede a criminal investigation or cause damage to national security, Contractor shall:

i. If the statement from the Law Enforcement Official is in writing and specified the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the Law Enforcement Official; or

ii. If the statement from the Law Enforcement Official is made orally, document the statement, including the identity of the Law Enforcement Official making the statement, and delay the notification, notice or posting temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement is submitted during that time (in which case Subsection 5(d)(i) shall apply).

e. **Costs of Reporting Breach.** In instances in which unsecured PHI or personal information is maintained, used, or disclosed by the Contractor in a manner that constitutes a breach, and for which such breach Affiliated Covered Entity is required to provide notification pursuant to 45 C.F.R. §§ 164.404 – 164.408 or pursuant to section 501.171, Florida Statutes, Contractor shall reimburse Affiliated Covered Entity for all costs associated with the obligation to notify individual(s), the government, and/or the media of such breach.

f. **Compliance with Florida Law Regarding Breach.** Parties hereby acknowledge that in addition those breach notification requirements set forth in the HIPAA, the HITECH Act, and the HIPAA Regulations, each party, including the individual Covered Entities, shall also comply with section 501.171, Florida Statutes, unless such state law is contrary to the HIPAA Regulations. A provision of state law shall be deemed “contrary” to the HIPAA Regulations and HITECH Act if it is impossible to comply with both the state law and the HIPAA Regulations and HITECH Act or if the state law stands as an obstacle to the accomplishment and execution of the full purposes and objectives of the breach notification provisions in the HIPAA Regulations or HITECH Act.

g. **Address for Notifications and Reports Concerning a Breach.** All notifications and reports required under this Section 5 shall be sent to Affiliated Covered Entity:

c/o Chapters Health System, Inc.
12470 Telecom Drive, Suite 301
Temple Terrace, Florida 33637
Attention: HIPAA Privacy Officer

6. **CIVIL AND CRIMINAL PENALTIES.** Contractor shall be responsible for the full cost of all civil and criminal penalties assessed upon Contractor or Affiliated Covered Entity as a result of the failure of Contractor, its officers, directors, employees, or agents to comply with this BAA or any requirement imposed upon Contractor through section 501.171, Florida Statutes, HIPAA, the HITECH Act, or ARRA as amended from time to time, and including any regulations to those laws, as amended from time to time. The obligations in this Section 6 shall survive the expiration or termination of this BAA for any reason.

7. **TERMINATION FOR MATERIAL BREACH OR NONCOMPLIANCE.** Should either party become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by the other party, the non-breaching party shall provide the breaching party with written notice of such breach in sufficient detail to enable the breaching party to understand the specific nature of the breach. The non-breaching party shall be entitled to terminate the Underlying Contract associated with such breach if, after the non-breaching party provides the notice to the breaching party, the breaching party fails to cure the breach within a Reasonable Time Period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved.

8. **INDEMNIFICATION.** Each party (as the “**Indemnifying Party**”) shall indemnify and hold the other party (including the individual Covered Entities), their directors, officers, employees, agents, and subcontractors (each an “**Indemnified Party**”) harmless from and against any and all actual losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys’ fees) arising out of or related to a breach of this BAA that is directly attributable to the Indemnifying Party. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this BAA for any reason.

9. **MISCELLANEOUS.**

a. **Third Party Beneficiaries.** The parties hereto expressly acknowledge and agree that because this Agreement is intended by the parties to directly benefit each Covered Entity, such entities are intended third-party beneficiaries with respect to this Agreement and may enforce any and all of the provisions of the Agreement, including without limitation the covenants, undertakings, agreements, representations and warranties set forth herein, directly against Contractor. The parties further agree that, except for the intended third-party beneficiaries identified herein, no other persons or entities shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto.

b. **Amendment.** This BAA amends and supplements the Underlying Contract(s), and to the extent of any inconsistency between this BAA and the Underlying Contract(s) or any previously executed business associate agreement between the parties, the provisions of this BAA shall control. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BAA may be required to ensure compliance with such developments. The parties agree to take such action as necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, and any other applicable law. Except as set forth below, any amendment or modification to this BAA must be in writing and signed by the parties. Notwithstanding the foregoing, Affiliated Covered Entity may unilaterally amend this BAA upon prior written notice to Contractor in order to comply with any applicable regulatory requirements, including without limitation changes to the HIPAA Regulations. Affiliated Covered Entity will provide Contractor at least thirty (30) days’ prior written notice of any unilateral amendment, unless a shorter notice period is necessary in order to accomplish regulatory compliance.

c. **Authorization.** The undersigned represents and warrants that he/she is authorized to execute and deliver this BAA on behalf of his/her respective party.

d. **Effect of Assignment of Underlying Contract(s).** In the event of an assignment of the Underlying Contract(s), the parties agree that this BAA shall automatically be assigned to the assignee of the Underlying Contract(s) and that such person or entity (1) shall assume all rights responsibilities of the assigning party under this BAA and (2) shall be bound by the terms and conditions set forth in this BAA.

e. **Regulatory References.** A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended.

f. **Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Regulations.

(This space intentionally left blank.)

WHEREFORE, the parties have executed this BAA by their signatures below on the day and year first written above.

Chapters Health System, Inc., on behalf of its current and future covered entity affiliates, including without limitation, LifePath Hospice, Inc., Good Shepherd Hospice, Inc., Hernando-Pasco Hospice, Inc., Hospice of Okeechobee, Incorporated, Chapters Health Palliative Care, LLC, Chapters Health Home Connect, Inc., Achieve Home Care, LLC, Chapters Health Pharmacy, LLC, Cornerstone Hospice & Palliative Care, Inc., Cornerstone Health Services, Inc., Cornerstone Health Services, LLC, Cornerstone Primary Care, LLC, Cornerstone Centers for Wellbeing, LLC, Cornerstone Hospice & Palliative Care of Georgia, LLC, Cornerstone Hospice & Palliative Care of Alabama, LLC, Hospice of Florida, Inc., Hospice of Florida, LLC, Alexa Home Care, LLC, Chapters CareNU, Inc., East Bay Integrated Care, Inc., Hospice of Santa Cruz County, Willamette Valley Hospice, Inc., The Nathan Adelson Hospice, Housecall Providers Services, LLC, and Housecall Providers, PC (COLLECTIVELY, AS THE AFFILIATED COVERED ENTITY)

By: _____
Name: _____
Title: _____

CHAPTERS HEALTH SYSTEM, INC.

By: _____
Name: _____
Title: _____

Response to 7.

See attached copies of the requested minutes, presentations, and documents stemming from the Chapters Health West Regional Advisory Council between 2023 and 2026.



Western Region Advisory Council
Meeting Agenda
April 15, 2026 – 12:00 p.m. PT

- | | |
|--|------------------|
| 1. Welcome | Karen Rubel |
| 2. Review October 15 th meeting minutes | Advisory Council |
| 3. Affiliate Update – Housecall Providers | Andrew Molosky |
| 4. Board responsibilities for affiliate boards | Andrew Molosky |
| 5. West Region Leadership Team update | Karen Rubel |
| 6. West Region integration update | Karen Rubel |
| 7. Adjourn | |

Chapters West Regional Advisory Council Meeting

May 28, 2025

1:00pm

ZOOM

Facilitator: Karen Rubel, President **Type of meeting:** Business Development

Note taker: Shawn Madawi

Attendees: Andrew Molosky, Karen Rubel
HEB: Bill Musick, Chris Falley, Dr. Paulina Van, Michelle Lopes
HSCC: Cathy Conway, Owen Brown, Richard Clark
NAH: Lori Townsend, Dennis Kennedy, Richard Worthington
WVH: Iria Nishimura, Mark Bidwell, Andrew Bone

Minutes

Agenda item: Welcome / Opening comments **Presenter:** Karen Rubel

Karen Rubel welcomed the group at 1:02pm. She is excited to kick off the Chapters Health West Region Advisory Council. A document was previously sent outlining the roles and responsibilities of council members. There will be two amendments:

1. **Name change.** The new name will be Chapters Health West Regional Advisory Council
2. **Composition.** Initially council members needed to be a current board member of the hospice they represent. This will change to include current or former board members.

Agenda item: Council Overview **Presenter:** Bill Musick

The Advisory Council's role is to advise Ms. Rubel, as President of Chapters Health West, and the CEOs of each program on the Western Region growth strategy, affiliation, and coordinating advocacy initiatives. Bill Musick presented an overview.

The original aim was to have representation from each affiliate. Over time, the objective is to transition to a council that advocates for the West Region as a whole. There are four Ex Officio members of the council solely for the positions they hold: Karen Rubel as Regional President, Andrew Molosky as CEO of Chapters Health System (CHS), and then the President and CFO of CHS.

The council will start with eight representatives from the four initial West Region hospices and two elected members, selected by the council once all programs have closed. As the region grows, representative members selected by the council will transition to elected members. Some on this call will serve 1-year terms, some 2-yr terms, as representatives. For the initial hospices, representatives will eventually transition to all elected members. Specifications include having at least one member from each state an affiliate is located, and other desired factors in considering elected positions.

The total will remain at 14 members. One exception – As new affiliates join the region, they may have a representative member for 1 year. If they come from a state other than the original three states (NV, CA, OR), the election in the following year must include someone from that state.

Questions/Comments:

West Expansion: Is Chapters pursuing a certain number of affiliations to add to the current four? Andrew Molosky replied that the number of affiliates is less important than the pacing and being certain there is value and success.

New affiliates vs current affiliates: Founding members will be the strategists and leaders. Not all incoming affiliates will transition to leadership, instead falling under current leadership. There will not be better deals or more consideration given simply to increase the affiliate numbers. The current council is proceeding forward presuming all four hospices will close.

Capping the council number: The council collectively decides to add affiliates. If, for example, the council agreed to add 4 affiliates in 2026, the guidelines state 4 representatives would need to be added for 1 year. However, if all four were from CA, not all could be elected in 2027. Primarily, the council would consist of members that help address the West Region strategic plan and secondarily serve as geographic representation.

Agenda item: Update on Chapters Health System

Presenter: Andrew Molosky

Andrew Molosky provided the following updates:

The mission doesn't change; CHS will care for all, employ all, be governed by all, and serve all. But CHS is preparing for potential headwinds.

- **Legislation.** There is \$700B in proposed Medicaid cuts over 10 years, supposedly targeting the able-bodied, not frail children or the elderly. But if it does target frail children, this will impact Foundation support. How will the states handle these cuts by the federal government.

The frail and elderly senior population are less of a target but in hospice, this will impact their room and board pass-through. If they stop paying, hospices will have to pay and then chase down their own reimbursement. From an A/R view, adhering to the letter of the hospice benefit is a huge risk.

PACE is desired but not currently operating in the West. It is a federal and state Medicaid/Medicare program. State money is from Medicaid but if Medicaid is slashed nationally, how much of those budgets will dry up?

If Medicaid cuts go through, if the economy takes a hit via tariffs, how is the general populace affected? Will there be a depletion of life savings of retirees faster, and therefore more Medicaid qualifications?

There are many questions and moving parts around kids, frail seniors, general market economics, and whether we'll see more or less or stagnancy in the Medicaid space.

The Medicare Advantage may benefit. Mehmet Oz is very pro -Medicare Advantage, -open market principles, -competition, -deregulation, -privatization of the healthcare. We may see uptick in accountable care space and insurance space. However, the portfolio is imbalanced - 5-6% uptick on one side vs 5-6% on the side that's 10x larger is a loss. It is unrealistic to build our business on that portfolio fast enough to keep up with the headwinds facing hospice and PACE.

Centers for Medicare and Medicaid Innovation tested a new hospice model which failed. ACO and GUIDE program is there. They've already closed 5 to 6 programs and are unsure if it was political or disbelief in those programs. CHS is cautious and hedged against further CMMI investment for 6 to 12 months.

- **Targeted populations.** HealthEquity is under scrutiny. CHS is firm in its commitment to serving all communities and ensuring its workforce reflects those communities. HealthEquity components, DEI programming, employee development and talent acquisition have looked at the keywords to make sure it aligns with the current rules on how things are funded for the undocumented and ensuring policies and procedures around raids is followed on both sides and subpoenas and documentation are in order. Compliance infrastructure around this new administration is built as best as possible.
- **Non-profit foundation.** Very low risk. Current bill looks at nonprofit foundations and "their associated entities" meaning if it shares board members, operators, executives, it is considered an associated entity. Chapters Foundation and Nathan Adelson's Foundation may be considered one in the eyes of this law. If there are 50-250 million in assets they're proposing 3x tax increase on investment income. CHS does not have an entity that crosses that except Chapters' main foundation because of the size of the asset base of all Chapters. But it currently reads "investment income". CHS is working with attorneys to ensure there's no impact.
- **Health and Human Services.** HHS under Robert Kennedy is posing challenges on the vaccine position. It's an anti-science position where things are questioned that have scientifically been proven, and a fight to get people vaccinated against critical things in the workplace. There are political ambitions vs scientific ambitions. CHS is on the scientific path, to protect people, and cannot allow people to work in an unprotected state. Lastly, HHS did away with the public comment period on rule changes, that's been in place since Nixon. Now, if they want to change hospice payment,

Owen Brown is the Vice President and Treasurer of Hospice of Santa Cruz County. He is a retired CTO in high tech and has been involved in volunteer work in performing arts and education. He wanted to get into healthcare has thoroughly enjoyed the opportunity to work with HSCC. When he joined in 2023, he was immediately drawn into HSCC's strategic planning and has been heavily involved with the whole process that brings them to where they are today with Chapters. He is very excited about where things are going once they close and is thrilled to be involved with Chapters and the staff and board at HSCC.

Richard Clark has been involved with HSCC for more than 30 years. His wife was involved early on with the volunteer side having a nursing background and interest in hospice. Since spouses were often automatically drafted into all fundraising events, his involvement started with helping clean up and became more involved over the years. His wife was on the board, helping with many things including the purchase of the current facility. His involvement grew as the organization grew and it needed more business experience. He has spent two terms on the board. In his second term he was pulled back a bit and involved in the setup of California Hospice Network, which was unable to achieve the momentum and savings to bring more hospices on board. He is looking forward to getting Chapters West going and realizing the dream of a cooperative-based network on the West Coast with the momentum needed to stay ahead.

Agenda item: West Region Update and Integration Status **Presenter:** Karen Rubel

Willamette Vital Health officially closed on Friday. They will start their integration process most likely next week. Nathan Adelson Hospice has been closed since April 1. CHS has an entire integration team they deploy once you close. They meet with each department weekly and those meetings are going very well. They ask a lot of questions and encourage meetings with managerial level staff and team leaders, which has been a great way for them to feel involved and does not feel like Chapters is coming in and taking over. They have picked up some best practices from NAH and are considering incorporating some things into their other divisions. Now we look forward to East Bay and Santa Cruz closing. The public hearing for East Bay is on the 24th. Ms. Rubel will be there in person representing CHS and Mr. Molosky will be virtual. Everyone looks forward to closing the two California programs.

Agenda item: Next Steps **Presenter:** Karen Rubel

Meeting cadence. The meeting cadence for this council is quarterly. The next meeting will be scheduled some time after Labor Day at the same time (1pm) if that works for everyone. The California hospices should be closed by then. Getting the next four on calendar would be helpful in blocking the time.

Agenda items. If there are topics you are interested in discussing, please reach out to Ms. Rubel or your hospice CEO so it can be added to the agenda. Ms. Van suggested a segment on the agenda about what's working, as well as challenges and how they overcame it so that others could avoid those pitfalls.

Best practices. Nathan Adelson Hospice's accounting and IT departments have done all of their fact findings. Full integration is projected in the next 60 to 90 days. On the business development side, those meetings have just started. They meet with the vice president of business development on growth in market. The 4 hospices have also started a western states regional business development group meeting for one hour every other week to share best practices and discuss individual markets. It's been valuable learning how each operates and addresses challenges. Andrew suggested subject matter expert speakers covering topics unique to the West.

Policy understanding. Karen and Cathy are on the board of NPHI. CHS has state level lobbyists in many environments (Virginia and Florida market). They have national board representation at the National Pace Association with Samira Beckwith and the head of state association that they employ. They are federally contracted with Brian Ballard, the lead fundraiser for the entire Donald Trump campaign out of Florida. There is a sampling in different areas.

Hope Tool. In October all hospices are required to implement a new data sharing with CMS called the Hope Tool. The West Region affiliates have formed a group to share best practices. The business development and hope tool work groups are examples of starting to work together even though all affiliates haven't closed yet.

Karen thanked the group for attending and volunteering to be on this council. Bill reminded the group to discard their copy of the guidelines. A fresh copy with revisions will be sent.

Agenda item: Adjournment



Dr. Paulina Van
Professor and Researcher
Samuel Merritt University
drpaulav@gmail.com



Dr. Paulina Van entered academia after spending over twenty years in various executive-level positions in acute care, home care, and public health. She has held faculty or administrative positions in the Schools of Nursing at Samuel Merritt University, the University of San Francisco, the University of California, San Francisco, and California State University, East Bay, teaching at the doctoral, masters, and baccalaureate levels. She is currently working as a professor and researcher at Samuel Merritt University. Dr. Van holds notable appointments with the Watson Caring Science

Institute as a Senior Postdoctoral Scholar, Caritas Consultant, Caritas Leader® and Faculty Consultant. She is a current member of the Hospice East Bay Board of Directors.

Dr. Van graduated with a Baccalaureate degree in Nursing from the University of San Francisco. She earned a Master's degree in Nursing Administration, a Doctor of Philosophy in Nursing degree, and a Postdoctoral Fellowship from the University of California, San Francisco. She has also earned the designation Certified Nurse Educator (CNE) from the National League for Nursing. Dr. Van holds five additional distinguished certifications: Certified Instructor, Online Teaching & Learning (California State University, East Bay), Certified Mediator (The Center for Narrative and Discursive Practice), Reiki Master (Usui Shiki Ryoho System of Natural Healing), HeartMath® Certified Trainer (HeartMath Institute), Caritas® Coach (Watson Caring Science Institute), and Healing Circles Healthcare Facilitator (American Holistic Nurses Association).

Public and private entities have recognized Dr. Van for her sustained contributions to education and community service, including being featured in a permanent exhibit at the African American Museum and Library in Oakland, a recipient of two United States Congregational recognition awards and several distinguished awards from professional organizations. She has earned esteemed designations as an American Academy of Nursing Fellow (FAAN) and an inaugural Fellow in the Academy of Diversity Leaders in Nursing (ADLN). Dr. Van was given a prestigious honor when inducted into the Inaugural Leadership Hall of Fame, Sigma Theta Tau International, Honor Society of Nursing, Alpha Eta Chapter (UCSF). In 2021, she was honored with the Excellence in Nursing Leadership Award for Education by Sigma, Nu Xi At Large Chapter (California State University East Bay, Holy Names University, Samuel Merritt University). Dr. Van has served on three boards dedicated to community-based initiatives, including housing, access to healthcare, job readiness training, and employment for underserved, at-risk populations, as well as promoting readiness and securing financial resources to support underserved students entering the medical profession.

Dr. Van is passionate about her program of research, which began in 1996 and is focused on the wide range of issues concerning women and pregnancy loss. This passion began focusing on African American women and has extended to diverse women in the US and internationally in Mexico and Spain. A significant contribution to practice has been her development and dissemination of an emerging theoretical "Model of Coping after Pregnancy Loss for Diverse Women." She has presented papers on these topics in the United States and eight other countries to multidisciplinary audiences of health care professionals. Dr. Van earned research funding awards from various organizations, including the National Institute of Health, National Institute of Nursing Research, Johnsons & Johnson, Sigma, and the University of California, San Francisco.

Dr. Van has served as the principal investigator for two HRSA Nursing Education Opportunity Program and Nursing Workforce Diversity Program awards, totaling over two million dollars from 2016 to 2021. She has integrated AI into her courses to innovate and enhance the learning experiences of undergraduate nursing students. Dr. Van's scientific publications address perinatal grief, healing, coping, and reflective practices' impact on student learning. Her first book, "Regala Healing®," was released in September 2021. It is a poetic, sacred work that immersed during her commitment to increasing self-care, self-love, and self-compassion in her life as a student during her guidance in the Caritas Coach Education Program. She hosts a live, biweekly program on BlackDoctor.org. The topics focus on meditation, mindfulness, and healing prose from her book, "Regala Healing."



Michelle Lopes, RN, MSN, NEA-BC

Senior Vice President, Hospital Operations and System
Chief Nurse Executive

John Muir Health

Michelle.lopes@johnmuirhealth.com

Michelle is the Senior Vice President and System Chief Nurse Executive for John Muir Health. In this role, she oversees the nursing division at the 245-licensed bed Concord Medical Center, 557- licensed bed Walnut Creek Medical Center and the 73-licensed bed Behavioral Health Center in Concord.

John Muir Health's Medical Centers are widely recognized as leaders in many specialties, including neuroscience, orthopedic, cancer, gynecologic surgery, cardiovascular, trauma, emergency, rehabilitation, pediatrics and high-risk obstetrics care. The Behavioral Health Center specializes in inpatient and outpatient treatment programs for children, adolescents, and

adults with psychiatric or behavioral problems.

The Concord and Walnut Creek Medical Centers have both earned Magnet-recognition for nursing excellence. The Walnut Creek Medical Center was originally honored in 2008, then re-designated in 2013 and 2018, before achieving Magnet recognition for the fourth time in 2023. The Concord Medical Center was originally honored in 2010 and re-designated in 2015 and 2020. They are two of just 55 Magnet-designated hospitals in California.

Michelle began her career with John Muir Health in 1991 as an endocrine staff nurse. Since that time, she has held multiple positions of increasing responsibility, including Manager of Nursing Operations, Director of Clinical Operations, Director of Women's and Children's Services and SVP and Chief Nursing Officer for the Walnut Creek Medical Center in 2014 before being named SVP and System Chief Nurse Executive in 2018.

Michelle holds a Bachelor of Science in Nursing from Samuel Merritt College of Nursing/St. Mary's College of California, and a Master of Science in Nursing Administration from California State University, Dominguez Hills. She also holds a Nursing Executive – Advanced certification from the American Nurses Credentialing Center.

Michelle is a member of AONE – Association of Nurse Executives, ACNL – Association of California Nurse Leaders, and EBACNL – East Bay Association of California Nurse Leaders. In addition, she serves as the Chairman of the Board of Directors for Hospice of the East Bay.



Owen Brown

Retired CTO, Plantronics Inc.
wowenbrown@mac.com



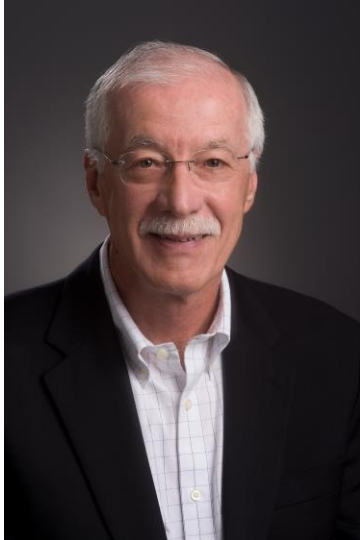
After obtaining a master's degree in electrical engineering, Owen enjoyed 40 years in high tech, retiring in 2011. Focusing on product development in telecommunications, Owen has managed teams up to 150 people and budgets in the eight figures. Originally from Canada, he moved to Santa Cruz in 1999 to become Vice President & Chief Technology Officer for Plantronics where he led a group developing new technologies for future products. He holds six patents with six more pending.

In 2005 Owen joined the board of the Santa Cruz County Symphony and shortly thereafter became treasurer. In 2008 he was elected president of the board, a position he held until 2014. During that time the symphony expanded its programming to five concerts in two locations annually, enjoyed record levels of subscriptions and ticket sales, and expanded its education program to include daily classical music listening to 1850 students in 41 classrooms in the county. After 17 years on board, Owen stepped down in 2022, though he continues to participate on the Finance Committee.

Owen strongly believes in the importance of education and joined Cabrillo College's President Circle in 2010, a fundraising organization for the college's foundation. For the 2014/15 season he was recruited to co-chair the President's Circle, which raised a record amount of money, 10% more than the previous year. Owen joined the board of directors of the Cabrillo College Foundation in 2014, served as Secretary in 2017, Vice President in 2018, and President in 2019. He termed off the board in 2020, though he continues to be a member of its Finance, President's Circle, and Faculty Grants committees.

In 2015 Owen became a member of the board of Santa Cruz Shakespeare. He had previously volunteered on its Development Committee. He served as CFO from 2016 to 2018. He stepped down from the board in 2018 to avoid any possible conflicts of interest with Jewel Theatre, where he became a board member in 2017. He currently sits on Jewel Theatre's Finance and Governance committees.

In 2023 Owen joined the board of Hospice of Santa Cruz County. He was elected Treasurer, chairs the Finance Committee and serves on the Executive, Strategy and Development Committees. After many years of governance in nonprofit arts organizations, Owen embraced the opportunity to transition his expertise to the hospice and healthcare sector. This shift reflects his commitment to serving the community in deeply meaningful ways and supporting compassionate care for individuals and families during life's most challenging moments.



Richard Clark
Retired
rjclark@ieee.org



Richard retired from the RF and microwave component industry. He started in a research lab and advanced to general management of business units in semiconductor manufacturing, communications components, and military and space electronics. His experience spans from startups to large companies, working with international clients and establishing a UK branch for his US company.

He received undergraduate and graduate degrees from Cornell University.

Richard was a member of the Advisory Board for the School of Engineering at Cal Poly University in San Luis Obispo for 19 years. The board facilitated a connection between the campus and industry to help develop the curriculum and support students transitioning into the engineering workforce.

He served as a director of the Scotts Valley Fire Protection District for 14 years and was on the board of Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo counties. After retiring, he volunteered with SCORE, consulting for small businesses in Santa Cruz County. SCORE is affiliated with the Small Business Administration.

Richard has supported Hospice of Santa Cruz County for over 30 years. He started by helping with fundraising activities and served 13 years on the board of directors. He contributed to securing their Scotts Valley facility and helped establish the California Hospice Network (CHN). Richard was a CHN director from its founding in 2019 until it closed in 2024.

Dennis L. Kennedy



Chairman

For the last 48 years, Dennis Kennedy has been representing “good people with bad problems” in the assertion and defense of their rights. These people include judges, lawyers, pharmaceutical and tobacco companies, hospital and healthcare providers, casinos, and manufacturers and purveyors of various other products and services.

His thriving commercial litigation practice has emphasized class actions and complex commercial litigation, antitrust law, hospital and healthcare law, and legal ethics. He is an author and frequent speaker in the areas of litigation and legal ethics. Mr. Kennedy is listed in Best Lawyers in America for commercial litigation and “bet the company” cases. He has also been consistently ranked by Chambers U.S.A. as one of the top five commercial litigators in Nevada and by Super Lawyers as one of the top 10 attorneys in the Mountain States (Nevada, Utah, Idaho, Colorado, and Wyoming).

Prior Professional Experience

Partner, Bailey Kennedy (2006-present)

Associate and Shareholder, Lionel Sawyer & Collins (1975-2006)

Professional and Civic Involvement

Member, Nevada Supreme Court Bench-Bar Committee

Chairman, Board of Trustees, Nathan Adelson Hospice (1995-present)

Attorney for Nathan Adelson Hospice from its inception (1978)

Past Member (1989-1997) and Chairman (1992-1994) State Bar of Nevada Disciplinary Board, Southern District of

Nevada Chairman, Nevada State Bar Committee on Ethics and Professional Responsibility

Member, Nevada State Bar Committee on the Revisions to the Rules of Professional Conduct

Member, Nevada Supreme Court Committee on the Study of Judicial Elections (1995)

Member, Nevada Supreme Court Committee on the Public Discipline of Attorneys (1993)

Adjunct Professor of Law, William S. Boyd School of Law, University of Nevada, Las Vegas

Co-Editor, Nevada Civil Practice Manual (Sixth Edition, 2004)

Fellow, American College of Trial Lawyers

Member, American Bar Association Sections of Administrative Law, Anti-Trust Law and Health Law. Member, American Academy of Healthcare Attorneys

Member, National Health Lawyers Association

Member, American Society of Law, Medicine & Ethics

Member, International Association of Gaming Attorneys

Member, State Bar of Nevada

Member, Clark County Bar

Member, American Bar Association

Member, American Health Lawyers Association

Best Lawyers in America, recognized for Health Care Law

Richard S. Worthington



Mr. Richard Worthington has served as president & chief operating officer for Paradise Development Company and The Molasky Group of Companies since 1998. Worthington is responsible for providing leadership and management to the overall operations of this highly diversified and prolific family-owned real estate firm that has been at the forefront of southern Nevada's growth for nearly sixty years.

During his tenure as president of the company, Molasky has initiated or completed construction on nearly \$1.0 billion in projects including: 2,700 apartments, 1.5M SF of retail, 500,000 SF of office, the 84 unit-\$145M Park Towers luxury condominium project, the 285,000 SF, 17-story Molasky Corporate Center - Nevada's largest LEED Gold certified office building, \$40M in aviation facilities, the State of Nevada's first 400 bed re-entry facility for the Nevada Dept of Corrections, as well as the recent completion of a 1,078 bed detention center which the company leases to Clark County. Worthington oversees a diversified portfolio of real property and various joint ventures with strategic partners. He has worked with the Molasky family for more than seventeen years on various projects, including serving for six years as senior vice president, and later, president of Ritter Ranch Co, an affiliated company to Paradise Development and the developer of

an 11,500 acre, 7,200 unit master-planned community located in North Los Angeles County. Prior to relocating to Las Vegas, Worthington owned an independent real estate consulting firm based in Los Angeles.

Some of his former notable clients included Robert E. Peterson/Peterson Publishing; Bankers Trust Co.; CalPERS; Merv Adelson; Deutsche Bank; East West Capital Associates; Steve Wynn; and Si Redd founder of IGT and owner of Mesquite Vistas, LLC, to name a few. Worthington also was retained as a consultant for several years with Deutsche Bank as a real estate workout specialist who completed various construction, financial restructuring, sale and litigation assignments on behalf of the bank in southern California, Shanghai China, Washington D.C., Florida, Maryland and Virginia.

Prior to his association with the Molasky family, Worthington was a senior real estate advisor with the international accounting and consulting firm of KPMG Peat Marwick in Los Angeles.

Worthington holds a Bachelor of Science degree in real estate development and international finance from the University of Southern California and has completed post-graduate courses related to real estate law, economics, appraisal and real estate company operations at the University of California Los Angeles and Harvard University School of Design. Rich has actively participated in a number of industry organizations including BIA, ULI, CCIM, BOMA, ICSC as well as numerous civic and governmental advisory boards relating to real estate and economic development issues. Rich is a past member of the Las Vegas chapter of Young Presidents Organization ("YPO") and past advisor to UNLV Lied Center for Real Estate Studies. Rich currently serves as an advisor to the El Cortez Hotel and Casino; the Executive Committee as well as the Board of Trustees for the Las Vegas Chamber of Commerce; Chairman and President of the Downtown Las Vegas Alliance; Board member of the Las Vegas Chapter of JDRF; member of the Board of Trustees for the UNLV Foundation as well as president of the Park Towers Homeowners' Association.

Mark Bidwell
Willamette Vital Health
Bio

Mark has served on the Willamette Vital Health board two times. The first was from 1995 to 2003. During this period, he served two terms as board president then transitioned to the Willamette Vital Health's foundation board. He rejoined the board in 2019. He currently serves as the chair of the Strategic Planning Committee.

Professionally he was a small business owner (Fast Lube and Auto rental franchisee) until he sold the business. Currently he invests in real estate with a focus on multifamily properties.

Andrew Bone
Willamette Vital Health
Bio



Andrew Bone has been on the Board of Willamette Vital Health for over 15 years and has seen the organization grow and flourish in that time. After retiring as an administrator and instructor from the local community college, he agreed to serve as the Board's president and have been in that capacity for about three years.

His educational background is in business and accounting, and he worked as a Certified Public Accountant prior to entering education. Like so many others who work and volunteer in hospice, hospice has played a significant role in ensuring his various friends and relatives had end-of-life care that allowed for quality time with those they loved and those who loved them.

His involvement in hospice began over 40 years ago, when he started volunteering for Nancy Hinds in California when she operated a hospice in her home. The hospice environment has certainly changed since then and will likely change significantly in the coming years. It is such a powerful service to all the communities; he hopes he is able to make a contribution to these coming changes being as positive as they can be.

Question 8.

See attached copies of all non-privileged work products and due diligence prepared for CareOregon discussion or internal meetings.

