

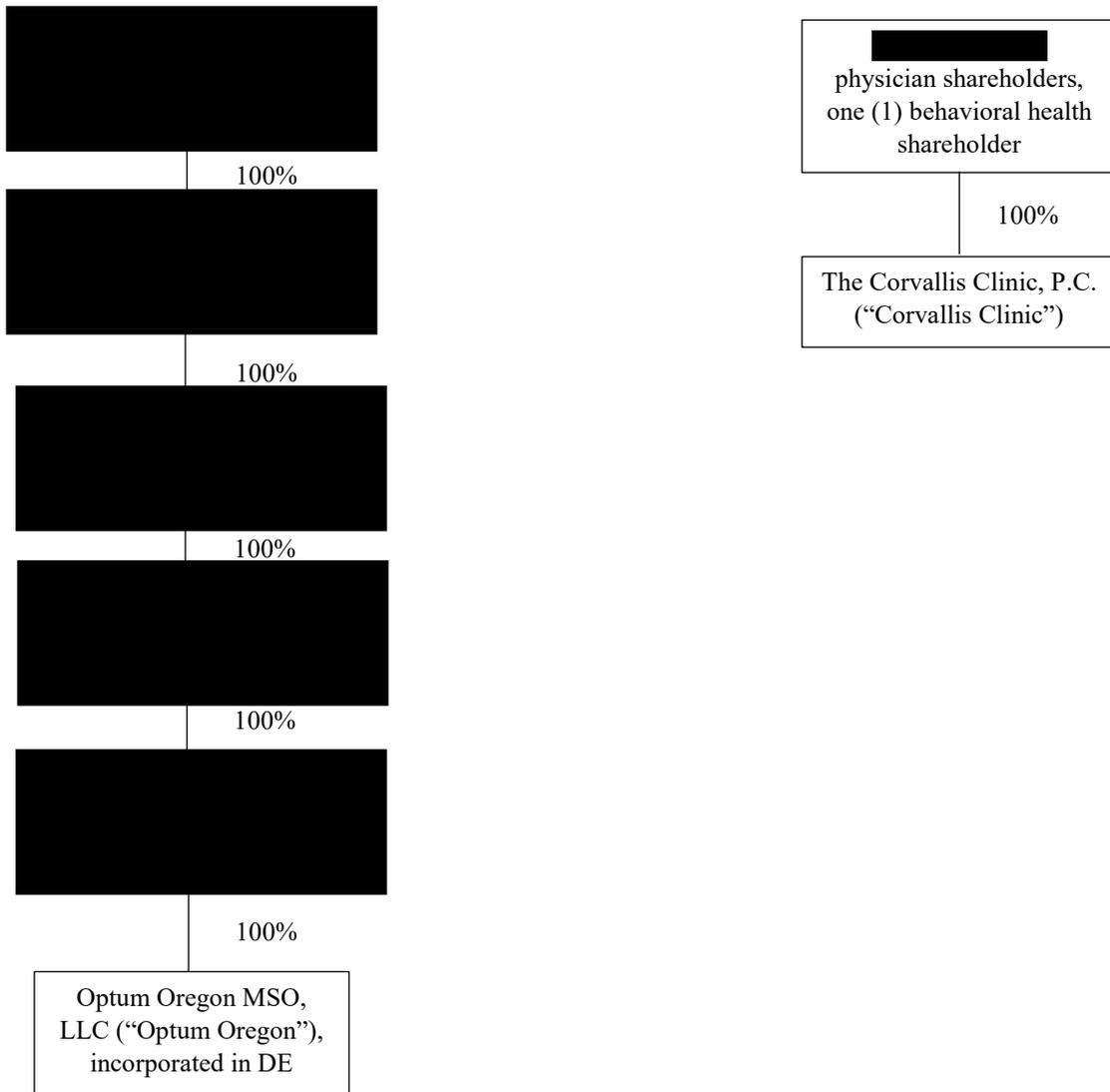
Responses to Supplemental Information Request

**Re: Notice of Material Change Transaction involving Optum Oregon and the Corvallis Clinic,
Transaction 018**

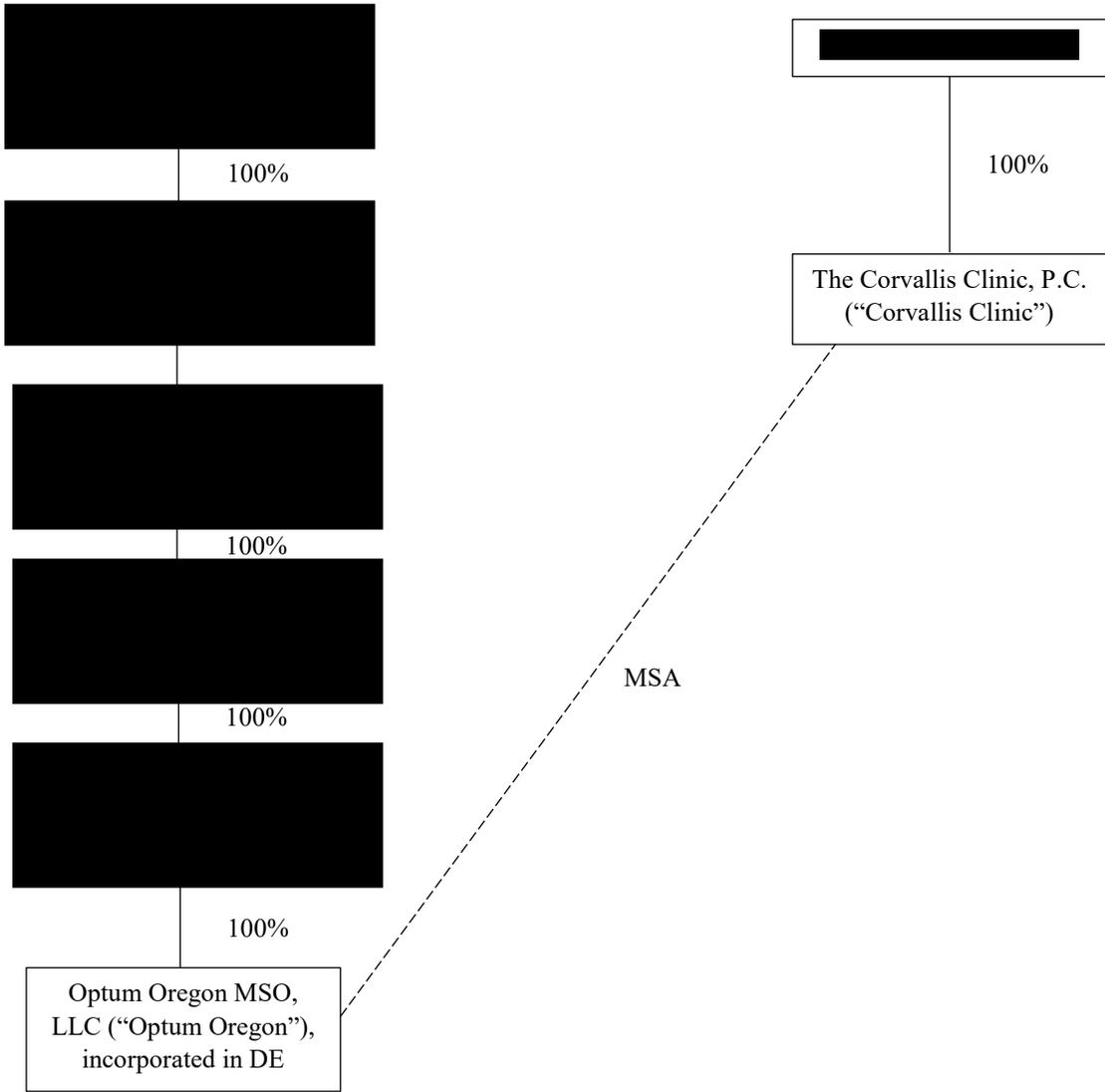
December 22, 2023

- 1. Please provide an organization chart for both pre- and post-transaction, including Optum Oregon, Collaborative Care Holdings, the Corvallis Clinic, and all parent companies related to any party involved in the transaction (e.g., UnitedHealth Group Incorporated).**

Pre-transaction Organization Chart



Post-transaction Organization Chart



2. Provide a detailed description of all the administrative and management services Optum Oregon will provide to the Corvallis Clinic under the long-term administrative services agreement.

(a) General Administrative Services. Optum Oregon shall provide general business management, administration and supervision for the business operations of the Corvallis Clinic, which shall include secretarial and other office personnel support services, staff support for the Board and committee meetings of the Corvallis Clinic, administrative record keeping, other similar administrative services required in the day-to-day operation of the Corvallis Clinic, IT systems and support, and real estate management and acquisition.

(b) Enhancement of Care Delivery. Optum Oregon shall assist the Corvallis Clinic regarding the assessment of the effects and efficiencies of the network's evolving care delivery model, including collaborating with plans in the market to explore new concepts and improvements in processes and care delivery.

(c) Billing, Coding, Claims Processing, Accounting and Financial Management Services. With respect to accounting and financial management services, and recognizing that the following services are not dependent upon the professional medical judgment of providers, Optum Oregon shall:

(i) have exclusive authority with respect to the establishment and preparation of the budgets, which budgets shall be based on consultation with the Corvallis Clinic and reflect in reasonable detail anticipated revenues and expenses;

(ii) in consultation with the Corvallis Clinic, whose consent shall not be unreasonably withheld, establish and maintain bank accounts in the name of the Corvallis Clinic ("Accounts"). Optum Oregon shall at all times manage the Accounts and shall be the sole signatory to the Accounts during the term of this Agreement, unless otherwise agreed to by the Parties in writing. Through the grant of power of attorney set forth in Section 1.02, officers of Optum Oregon are authorized to do the following on behalf of the Corvallis Clinic:

(A) to open and close bank accounts;

(B) to enter into, modify, or discontinue banking and financial services arrangements, agreements and contracts;

(C) to execute cash management, currency or rate trading, or trade finance transactions with any bank or financial institution; and

(D) to designate individuals authorized to transfer funds on behalf of the Corvallis Clinic via checks and drafts, electronic funds transfer, or trade finance disbursements;

(iii) on a monthly basis, reconcile checks written or electronic funds transfers made with bank statements;

(iv) on a monthly basis, prepare balance sheets and income statements. Such financial statements shall not be audited statements. Optum Oregon agrees to cooperate with any annual audit the Corvallis Clinic obtains at the Corvallis Clinic's sole cost and expense by an independent public accounting firm selected by Optum Oregon;

(v) subject to any requirements of any plan, including without limitation the Medicare and Medicaid programs, receive and deposit on a timely basis capitation and other payments received by the Corvallis Clinic;

(vi) monitor any other revenue receipt programs plans might have and seek reimbursement from such plans;

(vii) administer capitation and other distributions from plans pursuant to plan agreements in accordance with an allocation process that is consistent with agreements with plans and reflects actual compensation payable to the Corvallis Clinic on a basis consistent with fair market value, including auditing and monitoring of risk pools, negotiation settlement of the Corvallis Clinic's share of such pools and establishment and maintenance of incurred but not reported reserves for the Corvallis Clinic, provided, however, that the Corvallis Clinic understands the obligation and ability of Optum Oregon to review the risk pool accounts may be limited by the information provided by plans or other parties to the risk pool arrangement responsible for the provision of such information to the Corvallis Clinic;

(viii) assist the Corvallis Clinic in administering and updating provider incentive compensation systems;

(ix) implement and maintain revenue cycle management programs;

(x) provide coding support and billing and processing of claims to payors for coordination of benefits and other third party liability payments according to the terms of agreements with plans; and

(xi) perform the purchasing function required for the Corvallis Clinic's operation on an economic and efficient basis.

(d) Budgets and Reports. Optum Oregon shall prepare and deliver to the Corvallis Clinic annual budgets and monthly financial reports, and prepare written reports, as requested, for meetings of the Corvallis Clinic's management and Board and assist the Board in establishing policies related to cash investment, tax planning, and other financial policies, which may periodically be adopted by the Board. Optum Oregon's activities in this regard shall be limited to recommendations. The Board shall retain sole fiduciary responsibility with respect to this Section (d), and shall make all decisions regarding investment and other financial policies.

(e) Contract Negotiation. Optum Oregon shall assist the Corvallis Clinic in negotiating agreements with plans for reimbursement for the provision of Professional Practice services to members of plans and agreements with physicians, hospitals and providers of ancillary services necessary to satisfy obligations to plans pursuant to agreements with such plans.

(f) Tax Returns. Optum Oregon shall assist the Corvallis Clinic with preparing year-end financial statements and required accounting records for the Corvallis Clinic's tax accountant.

(g) Claim Settlement. The Corvallis Clinic acknowledges and agrees that Optum Oregon shall have discretion to compromise, settle, write off or determine not to appeal a denial of any claim for payment for any particular professional service rendered by providers. Further, the Corvallis Clinic agrees to hold harmless Optum Oregon and its officers, members of its board of managers, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including, without limitation, attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of any acts, errors or omissions hereunder of Optum Oregon or any of its officers, members of its board of managers, agents, contractors, representatives and employees, in performing Optum Oregon's billing or collection duties hereunder.

(h) Supplies and Equipment, Certain Staff, Facilities; Real Estate Management. Optum Oregon shall provide such equipment, goods, supplies and premises, as well as staff (other than providers), as Optum Oregon, after consultation with the Corvallis Clinic, determines are necessary for the Corvallis Clinic to provide its services to patients, consistent with the annual budgets and operating plans of the Corvallis Clinic. Optum Oregon will also assess facility needs and provide real estate management services to the Corvallis Clinic throughout the term of this Agreement. The Parties expectation is that all locations of the Corvallis Clinic and related real estate leases in existence at the Effective Date will remain in place through the duration of their term to the extent commercially reasonable, although such leases may be assigned to a Optum Oregon real estate holding company as may be appropriate for the effective management of real estate. New real estate development will be pursued consistent with the then-current strategic operating plan and capital budget.

(i) Marketing. Optum Oregon shall provide staff to assist the Corvallis Clinic with marketing and public relations functions on behalf of the Corvallis Clinic, including without limitation, periodic marketing and sales plan support, graphics and printed material support, advertising, sales, and promotion services; provided that all marketing and advertising decisions shall be made by the Corvallis Clinic.

(j) Strategic Plan. Optum Oregon shall assist the Corvallis Clinic in developing strategic short, medium, and long-range objectives with respect to the Corvallis Clinic and Corvallis Clinic's medical activities, including identification of new types of services, professional relationships, applications of services, development of clinical protocols, outcomes reporting, pay for performance mechanisms, and modeling of innovations in those areas.

(k) Compliance Program. Optum Oregon shall assist the Corvallis Clinic in complying with all applicable foreign, federal, state, and local rules, regulations, statutes, laws, and ordinances governing the Corvallis Clinic and Corvallis Clinic's medical activities, including the creation and maintenance of records, reports, applications, returns, and other documents required by foreign, federal, state, and local governmental entities or instrumentalities of any type, plans, and patients of the Corvallis Clinic. Optum Oregon shall develop, on behalf of the Corvallis Clinic, a compliance program under which Optum Oregon shall make available a compliance officer, compliance hotline and compliance training program for the Corvallis Clinic's personnel to facilitate compliance by the Corvallis Clinic with laws impacting its business and to create a reporting process for concerns regarding compliance issues. Optum Oregon shall coordinate filing of all state mandated clinical and financial reports.

(l) Licenses. Optum Oregon shall manage the obtaining and maintaining of all non-professional governmental licenses, permits, and certifications required by the Corvallis Clinic and the individual providers.

(m) Credentialing. Optum Oregon shall provide support to the Corvallis Clinic regarding credentialing and credentialing criteria and shall support the Corvallis Clinic in collecting, assembling and materials necessary for plan participation.

(n) Recruitment. The Corvallis Clinic shall consult with Optum Oregon and Optum Oregon shall assist the Corvallis Clinic in locating and recruiting candidate providers for consideration by the Corvallis Clinic for employment of providers by the Corvallis Clinic. Decisions as to the professional abilities and suitability for admission into the Corvallis Clinic and the engagement of such provider by the Corvallis Clinic shall exclusively be within the authority of the Corvallis Clinic.

(o) Membership Eligibility and Support. Optum Oregon shall administer the member eligibility process, including, but not limited to, maintaining and updating a current eligibility list of plan subscribers and enrollees under all plan agreements, administering a system for retroactive eligibility determination and assisting the Corvallis Clinic in identifying outstanding accounts receivable from ineligible patients, and verifying eligibility on claims and referrals based on the most current information provided by plans. Optum Oregon shall also administer necessary membership, plan and provider telephone and other support services consistent with the Corvallis Clinic's policies and procedures and plan agreements.

(p) Utilization Management. With respect to utilization, the Corvallis Clinic shall consult with Optum Oregon, with the Corvallis Clinic having the exclusive authority to make all final decisions, and Optum Oregon shall assist the Corvallis Clinic in complying with the utilization management requirements of plans.

(q) Quality Improvement. Consistent with the Health Care Quality Improvement Act of 1986, 42 U.S.C. § 11101, Optum Oregon shall assist the Corvallis Clinic in developing and maintaining programs to improve the quality of care provided by the Corvallis Clinic's providers. Specifically, Optum Oregon shall assist the Corvallis Clinic in implementing the following programs:

(i) Peer Review. Upon a request for peer review from an officer or provider, Optum Oregon shall support the Corvallis Clinic to arrange for a review by a qualified professional or professionals in the same or similar specialty as the provider under review ("Review Panel"). The Review Panel shall report the results of such review to the officer or agent of the Corvallis Clinic and provide assistance to the Corvallis Clinic to implement recommendations, follow-up and fulfill reporting obligations, if any. The Corvallis Clinic acknowledges that, in connection with such peer review activities, it may be necessary to provide Optum Oregon with Protected Health Information and the Corvallis Clinic and Optum Oregon agree to treat such information in accordance with Exhibit C.

(ii) Development and Monitoring of Quality Improvement Programs. Optum Oregon shall assist the Corvallis Clinic in developing and in monitoring the implementation and success of programs designed to improve the quality of care provided by the providers and encourage identification and adoption of best demonstrated processes. The Corvallis Clinic and Optum Oregon acknowledge that, in connection with such quality improvement activities, it may be necessary to provide Optum Oregon with Protected Health

Information and the Corvallis Clinic and Optum Oregon agree to treat such information in accordance with Exhibit C.

(iii) Reporting. Corvallis Clinic shall consult with Optum Oregon and Optum Oregon shall assist the Corvallis Clinic in preparing annual reports, or more frequent reports as the Parties deem necessary, using data provided by Optum Oregon for the Corvallis Clinic's exclusive use in evaluating the medical practices, quality outcomes and medical economics of the providers for purposes related to maintaining a high level of patient quality and improving the efficiencies of the providers.

(r) Insurance. Optum Oregon shall evaluate, on an ongoing basis, the professional liability, general liability, and other insurance needs of the Corvallis Clinic, taking into consideration coverage customarily maintained by similar enterprises, hospital requirements, and general availability of coverage in the market. Insurance shall be maintained in accordance with Article VI of the Agreement.

(s) Legal Representation. Optum Oregon shall arrange for both internal and external legal resources to support the Corvallis Clinic. Optum Oregon's in-house counsel may provide legal services to assist Optum Oregon with these services. Given the Parties' common interests as set forth in this Agreement and the Transaction Documents, it may become necessary for Optum Oregon or its in-house counsel to share information protected by the attorney-client privilege or work product doctrine with the Corvallis Clinic. It is the intention of the Parties that any such information shared with the Corvallis Clinic is being disclosed pursuant to the Parties' common interests as described in this Agreement and that any existing privileges or protections under law not be waived. The Corvallis Clinic agrees to maintain complete confidentiality with respect to any privileged or work product information shared and will not disclose such information without prior consent from Optum Oregon and its in-house counsel. Optum Oregon also shall develop programs to identify areas of potential legal risk for the Corvallis Clinic and provide and coordinate legal representation in the event of actual or anticipated litigation against the Corvallis Clinic. Optum Oregon shall assist the Corvallis Clinic with instituting in the name of the Corvallis Clinic any and all legal actions or proceedings.

3. Provide a current draft of the long-term administrative services agreement between Optum Oregon and the Corvallis Clinic to be executed post-closing.

This draft has been provided under separate cover. Please note that this agreement is confidential pursuant to ORS § 415.501(13)(c). In addition or in the alternative, this agreement, in its entirety, is trade secret pursuant to ORS § 192.345(2).

- 4. Provide a complete list of entities in Oregon for which Optum Oregon provides administrative or management services. For each entity, include in the description:**
- a. the types of providers (e.g., primary care, home health care, etc.) employed by the entity.**
 - b. the physical address of the entity and the name of the county.**

Oregon Healthcare Resources, LLC, d/b/a Oregon Medical Group
Multi-Specialty Care Delivery Organization
Clinic Locations:

330 S. Garden Way
Eugene, Oregon 97401
Lane County

2830 Crescent Avenue
Eugene, Oregon 97408
Lane County

1007 Harlow Road
Springfield, Oregon 97477
Lane County

2000 N. 19th Street
Springfield, Oregon 97477
Lane County

3915 River Road
Eugene, Oregon 97404
Lane County

600 Country Club Road
Eugene, Oregon 97401
Lane County

1835 Pearl Street
Eugene, Oregon 97401

4135 Quest Drive
Eugene, Oregon 97402
Lane County

1650 Chambers Street
Eugene, Oregon 97402
Lane County

OHR Physician Group, P.C.

Physician Group
Address: 780 Commercial St SE Suite 100, Salem, OR, 97301
Marion County

Optum Care Portland, LLC a/k/a GreenField Health System

Multi-Specialty Care Delivery Organization
Clinic Location: Westside Clinic 9450 SW Barnes Road, Suite 100, Portland, OR 97225
Washington County

- 5. Provide information as to whether Optum Oregon negotiates contracts for services of multiple physician practice groups with insurance companies or other third-party payers. In doing so, please describe the contractual arrangements.**

As noted above, Optum Oregon provides administrative support to physician practice groups related to the negotiation of payer contracts, but Optum Oregon, itself, does not negotiate contracts for services of multiple physician practice groups with insurance companies or other third-party payers. All payer rates are negotiated separately.

- 6. Describe whether Optum Oregon plans or expects to negotiate reimbursement rates with payers jointly on behalf of the Corvallis Clinic and any other physician practice group or clinic in Oregon.**

Optum Oregon does not plan or expect to negotiate reimbursement rates with payers jointly on behalf of the Corvallis Clinic and any other physician practice group or clinic in Oregon.

- 7. Provide additional detail about the “structural changes [...] required to implement material operational alignment and processes necessary to improve patient access and quality metrics” as noted in response to item 6 of the notice. Provide examples of these potential structural changes.**

The parties will not know the true extent of these potential structural changes—that is, supportive non-clinical operational changes—until a full assessment of Corvallis Clinic’s operations, processes, procedures, and best practices is conducted post-closing. Such operational “structural” changes could include new software licenses, additional IT support, updated website content, compliance resources and training, and/or new supplies and equipment, etc.

- 8. Provide income statements, balance sheets, cash flow statements, and any other documentation supporting the statement made in response to item 7 of the notice: “Corvallis Clinic’s current financial forecasts project material losses over the next 12 months, despite the physician-owners’ 15% reduction in compensation which was put in place more than a year ago.” Other such supporting documentation may include financial disclosure forms, audited financial statements, and financial projections.**

The following has been provided under separate cover: (a) The Corvallis Clinic’s audited financial statements for fiscal year 2022; (b) The Corvallis Clinic’s unaudited balance sheet for the 10 months ended October 31, 2023, and the related statements of income and cash flow; and (c) The Corvallis Clinic’s 2024 budget (this budget and the projections contained therein were prepared without taking into account the effect of the proposed transaction). Please note that these materials are confidential pursuant to ORS § 415.501(13)(c).

- 9. Given the financial forecasts provided in response to item 7 of the notice, describe the expected future financial trajectory and outcome for the Corvallis Clinic in the absence of the proposed transaction.**

In the event that the proposed transaction is not completed, the financial condition of the Corvallis Clinic would be negatively impacted. Provider compensation reductions would almost

certainly continue for an indefinite period, jeopardizing Corvallis Clinic's ability to retain high-performing physicians and recruit new providers. Additional reductions in revenue resulting from provider staffing challenges, unless matched by additional reductions in overhead, could intensify operating losses and exacerbate Corvallis Clinic's financial difficulties, and would threaten Corvallis Clinic's ability to operate in substantially the same manner. A significant reduction in local access to primary and specialty medical care and services is possible, with Medicare and Medicaid patients likely to be particularly impacted. If the proposed transaction is not completed, Corvallis Clinic could also be faced with another time-consuming and expensive process of identifying and negotiating a different transactional solution, which would divert scarce resources and management attention from the day-to-day health care operations.

10. Did the Corvallis Clinic shareholders retain any consultants, financial advisors, investment bankers, or others to provide advice in connection with the proposed transaction?

The Corvallis Clinic did not retain any financial advisors, investment bankers, or other transactional consultants in connection with the proposed transaction. The Corvallis Clinic did engage outside legal counsel to advise it on legal matters in connection with the proposed transaction.

11. Produce all written minutes, agendas, and materials distributed to Corvallis Clinic shareholders both during and outside of Shareholder meetings, concerning the proposed transaction. Include all written minutes and documentation pertaining to shareholder voting and approval of the Plan of Merger.

The following has been provided under separate cover: (a) Shareholder meeting agendas and minutes for each shareholder meeting at which the proposed transaction was discussed (note: portions of these materials have been redacted to remove information not related to the proposed transaction and attorney-client privileged information incorporated into the shareholder meeting minutes); (b) email communications from the Board chair and CEO to the shareholders in connection with the proposed transaction; and (c) the Written Consent of the shareholders, approving the Merger Agreement and the proposed transaction. Please note that these materials are confidential pursuant to ORS § 415.501(13)(c).

In connection with shareholder meetings held on November 13, 2023 and November 20, 2023, Corvallis Clinic's outside legal counsel prepared and provided certain written materials to the shareholders consisting of legal advice pertaining to the proposed transaction. These materials are attorney-client privileged and are therefore not included as part of this response.

12. Provide copies of current Foundation bylaws and Articles of Incorporation.

The following has been provided under separate cover: (a) Restated Articles of Incorporation of The Corvallis Clinic Foundation, Inc., as filed on November 27, 2007; and (b) Amended Bylaws of The Corvallis Clinic Foundation, Inc. dated April 19, 2022 ("Amended Bylaws"). Please note that the Amended Bylaws are confidential pursuant to ORS § 415.501(13)(c).

13. Describe in detail whether and how the transaction will affect where the Corvallis Clinic physicians perform surgery or maintain hospital admitting privileges.

The proposed transaction will not affect where the Corvallis Clinic physicians perform surgery or maintain hospital admitting privileges.