



CONFIDENTIAL

Quarles & Brady LLP
Attorneys at Law
33 East Main Street
Suite 900
Madison, WI 53703
608-251-5000
Fax 608-251-9166
quarles.com

Writer's Direct Dial: 608-283-2434
E-Mail: william.toman@quarles.com

February 9, 2026

VIA E-MAIL

ChristopherJ.Martin@wisconsin.gov

Christopher J. Martin, CPA, PIR
Insurance Financial Examiner - Principal
Division of Financial Regulation
Office of the Commissioner of Insurance
101 E. Wilson Street
Madison, WI 53703

Re: Change No. 1 dated February 9, 2026 to the CareSource (“CareSource”) Form A Statement Regarding the Acquisition of Control of or Merger with Community Care, Inc. (CCI) and Community Care Health Plan, Inc. (CCHP) dated September 18, 2025 (Form A)

Dear Chris:

Following up on our discussions, CareSource and CCI propose a narrow revision to their plan of affiliation to provide that the transfer of the Program of All-Inclusive Care for the Elderly (PACE) contract from CCI to CCHP will occur post-closing of the Affiliation Agreement dated September 17, 2024 between CareSource and CCI (Affiliation Agreement). To reflect this change, CareSource is filing this Change No. 1 to the Form A previously submitted to request OCI’s approval of the affiliation, and CCI is filing a Change No. 1 to the CMO Form B / HMO Form D (Form D) previously submitted for the transfer of certain contracts to CCHP. Change No. 1 to the Form D is incorporated by reference herein pursuant to Wis. Admin. Code §§ Ins 40.12(1) and Ins 57.22(1).

The changes to the plan of affiliation are accomplished by the First Amendment to the Affiliation Agreement (First Amendment), a copy of which is enclosed as Exhibit A-2 to the Form A, which makes the following changes to the Affiliation Agreement:

- Removes the PACE contract from the DHS contracts to be transferred pursuant to the Assignment and Assumption Agreement at closing; however, the Affiliation Agreement as amended requires CCI and CCHP to continue seeking the required regulatory approvals and the transfer of the PACE contract post-closing upon receipt

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of those approvals. CCHP will file a separate Form D for transfer of the PACE contract at the appropriate time.

- Removes the form of Administrative Services Agreement from the Affiliation Agreement exhibits (and otherwise removes references to the Administrative Services Agreement, including as a closing deliverable under the Affiliation Agreement), but does not terminate the existing Administrative Services Agreement between CCI and CCHP. As noted in Item 5(d) of the Form A, CCI will continue to make the Community Care workforce available to CCHP under the existing Administrative Services Agreement between CCI and CCHP to handle all CCHP operations. At some point post-closing, anticipated to occur not earlier than 2027, the existing Administrative Services Agreement will be replaced by an agreement between CCHP and CareSource Management Services LLC, an affiliate of CareSource. The applicable party will submit a Form D for this agreement at the appropriate time.

We submit the corresponding changes to the Form A for your review, on behalf of CareSource, pursuant to Wis. Admin. Code §§ Ins 40.02(4), Ins 40.14(2), and Ins 57.10(3), through this Change No. 1 to the Form A. The Form A is amended as follows:

- The description of the affiliation is revised to delete references to transfer of the PACE contract prior to closing of the Affiliation Agreement, and replace them with references to the Affiliation Agreement requiring the transfer of the PACE contract after closing upon receipt of the required regulatory approvals. As noted, CCHP will file a separate Form D for transfer of the PACE contract at the appropriate time.
- The enclosed First Amendment is added as Exhibit A-2 to the Form A.

The Form A is *not* changing in the following respects:

- No changes are required to the Form A to reflect removal of the Administrative Services Agreement as an Affiliation Agreement deliverable, because the Form A already notes that the existing Administrative Services Agreement between CCI and CCHP will remain in place after closing of the Affiliation Agreement.
- The projections attached as confidential Exhibit 4-1 to the Form A are not expected to change as a result of the changes described above. Also, we have confirmed that these projections include the HMO Family Care insolvency funding under Wis. Stat. §§ 609.96(5) and 648.75.

Finally, please note that DHS has requested that CCI and CCHP refresh the CY2026 projections they provided for DHS review. An updated review of the Family Care and Family Care Partnership enrollment reflects no material change from the CY2026 projections previously provided to DHS. With respect to PACE, CCI and CCHP now project a somewhat higher enrollment for CY2026 (an increase of approximately 83 members, or 996 member months, representing an 18% increase within the PACE program). In sum, the projected effect on consolidated CCI and CCHP CY2026 results across all three programs is modest: a membership

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increase of 0.6%, a revenue increase of 0.9%, and a net income increase of less than 0.5%. In light of these limited changes in the projections, it also should not be necessary to change the projections attached as confidential Exhibit 4-1 to the Form A.

Pursuant to the requirements of Wis. Admin. Code § Ins 40.02(4), a copy of this submission is also being sent simultaneously to CCI.

* * *

Thank you for your continued review of the Form A. Please let us know if you have additional questions.

Very truly yours,

QUARLES & BRADY LLP

A handwritten signature in black ink, appearing to read "Bill Toman", with a long horizontal flourish extending to the right.

William J. Toman

cc(w/enc.): Dan Risku, CareSource
Vincent Daniele, CareSource
Bruce G. Arnold, counsel for CCI

Exhibit A-2

First Amendment to the Affiliation Agreement

FIRST AMENDMENT TO AFFILIATION AGREEMENT

This First Amendment to Affiliation Agreement (“**Amendment**”) is made and entered into as of February 6, 2026 (the “**Effective Date**”) by and between Community Care, Inc., a Wisconsin nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (“**Community Care**”), and CareSource, an Ohio nonprofit corporation and an entity exempt from federal income taxation as described in Section 501(c)(3) of the Code (“**CareSource**”).

RECITALS

The Parties entered into a certain Affiliation Agreement as of September 17, 2024 (the “**Affiliation Agreement**”), whereby CareSource shall become the sole member of Community Care, subject to the terms and conditions stated therein.

The Parties have discussed certain CMS notice/approval considerations and desire to clarify their respective obligations relating to the PACE Contract as set forth in this Amendment.

The Parties have determined that the Administrative Services Agreement contemplated by the Affiliation Agreement is not necessary and shall not be required at Closing and desire to delete Exhibit A and all related provisions.

The Parties wish to amend the Affiliation Agreement as stated in this Amendment.

AGREEMENT

NOW, THEREFORE, the Parties hereby amend the Affiliation Agreement effective as of the Effective Date, as follows:

1. The Affiliation Agreement is hereby amended as follows:
 - (a) Schedule 3.2(f) to the Affiliation Agreement is hereby restated in its entirety as follows:

**SCHEDULE 3.2(f)
DHS Contracts**

Family Care Contract between Wisconsin Department of Health Services Division of Medicaid Services and Community Care, Inc. dated January 1, 2024.

Partnership Contract between Wisconsin Department of Health Services Division of Medicaid Services and Community Care Health Plan, Inc. dated January 1, 2024.

Dual Eligible Special Needs Medicare Advantage Health Plan Contract between Wisconsin Department of Health Services Division of Medicaid Services and Community Care Health Plan,

Inc. dated January 1, 2024.

(b) Section 3.12(t) is hereby restated in its entirety as follows:

(t) any Contract used in or necessary for the operation of the Family Care Business, including without limitation (i) the DHS Contracts and (ii) the PACE Contract.

(c) The following definitions are hereby inserted in Article X as follows:

“First Amendment” means that certain First Amendment to Affiliation Agreement, dated as of the First Amendment Date, by and between Community Care and CareSource.

“First Amendment Date” means February 6, 2025.

“PACE Contract” means that certain Program of All-Inclusive Care for the Elderly (PACE) Contract between Wisconsin Department of Health Services Division of Medicaid Services and Community Care, Inc. dated January 1, 2024.

“PACE Contract Approval” means any consent, approval, non-objection, waiver or other authorization of (and any required notice to, and expiration of any applicable waiting period with respect to) any Governmental Authority to the extent required in connection with assignment, transfer or novation of the PACE Contract from Community Care to CCHP.

(d) The following definitions are hereby restated in their entirety in Article X as follows:

“CMS Approval” means

(i) the provision to CMS for any advance notice required in connection with the transactions contemplated hereby pursuant to 42 CFR §§ 422.550 and 422.552 (and to the extent applicable, 42 CFR §§ 423.551 and 423.552), and

(ii) to the extent required other than in connection with the PACE Contract, the receipt of CMS approval or non-objection to any related novation or contract transfer.

“DHS Contracts” means those certain Contracts set forth in Schedule 3.2(f).

(e) The following Section 9.17 is hereby inserted as follows:

9.17 PACE Contract. The Parties understand that Community Care is unable to transfer the PACE Contract to CCHP prior to or at Closing. From the date of the First Amendment until Closing, Community Care shall continue to cooperate in good faith and use commercially reasonable efforts to seek and obtain the PACE Contract Approval and to take such other actions as are reasonably necessary to keep the approval/transfer process moving (including preparing and supporting any required filings, notices, and communications with DHS and CMS), and shall keep CareSource reasonably informed upon request. Following Closing, CareSource shall cause Community Care and CCHP to cooperate in good faith and continue to take all actions reasonably necessary to effect the assignment, transfer or novation (as required by DHS and CMS) of the PACE Contract from Community Care to CCHP as promptly as practicable (including obtaining the PACE Contract Approval), including executing and delivering such instruments as DHS and CMS may require. The Parties acknowledge that the intent of this Section 9.17 is that, upon consummation of the PACE Contract assignment, transfer or novation, CCHP will be the contract holder for the PACE program and the Parties will cooperate to implement the transition in a manner consistent with applicable regulatory expectations. The CCI Representative agrees to take all reasonable steps to assist with such assignment, transfer or novation and approval.

(f) Section 8.1(d) is hereby restated in its entirety as follows:

(d) by either CareSource or Community Care upon written notice to the other Party if the transactions contemplated hereby have not been consummated by June 30, 2026 (the “Termination Date”); provided, that (i) CareSource shall not be entitled to terminate this Agreement pursuant to this Section 8.1(d) if CareSource’s breach of this Agreement has prevented the consummation of the transactions contemplated hereby at or prior to such time and (ii) Community Care shall not be entitled to terminate this Agreement pursuant to this Section 8.1(d) if Community Care’s breach of this Agreement has prevented the consummation of the transactions contemplated hereby at or prior to such time; provided, further, that if, as of the Termination Date, the waiting period applicable to the transactions contemplated hereby under the Antitrust Laws shall not have expired or otherwise been terminated, the Form A Approval, or any other Required Approval from a Governmental Authority (other than the PACE Contract Approval) shall not have been obtained, but all of the other conditions to the Closing shall have been satisfied or shall be capable of being satisfied, the Parties, may upon mutual agreement in writing, extend the Termination Date to such date as the Parties may agree, which

date shall thereafter be deemed to be the Termination Date for purposes of this Agreement;

(g) All references to “Required Approval” and “Required Approvals” shall be deemed to exclude the PACE Contract Approval. For the sake of clarity, the PACE Contract Approval is not a condition to Closing. For the avoidance of doubt, nothing in this Section 1(g) limits or modifies the Parties’ obligations under Section 9.17 of the Affiliation Agreement, as amended by this Amendment.

(h) The Parties acknowledge and agree that the Administrative Services Agreement is unnecessary and shall not be required as of the Closing. As such:

(i) The third-to-last paragraph of the Recitals (which references the Administrative Services Agreement), Sections 2.2(b), 2.3(a), 6.1(f), and 6.2(h), and Exhibit A are each hereby restated as follows: Intentionally omitted.

(ii) The reference to the Administrative Services Agreement in Section 3.4 is hereby deleted.

(iii) The cross-reference to the definition of “Administrative Services Agreement” in Article X is hereby deleted in its entirety, and the term “Administrative Services Agreement” shall have no further meaning for purposes of the Affiliation Agreement.

(i) The following Contract is hereby added to Section 3.12(t) of the CCI Disclosure Letter:

Program of All-Inclusive Care for the Elderly (PACE) Contract between Wisconsin Department of Health Services Division of Medicaid Services and Community Care, Inc. dated January 1, 2024.

(j) The cross-reference to the definition of “Extension Date” in Article X is hereby deleted in its entirety

2. The provisions of the Affiliation Agreement not specifically amended by this Amendment shall remain as expressly stated in the Affiliation Agreement and the Parties hereby affirm and ratify those provisions and the provisions amended herein. All capitalized terms used in this Amendment but not otherwise defined herein are given the meanings set forth in the Affiliation Agreement. In the event of a conflict between the terms of the Affiliation Agreement and the terms of this Amendment, the terms of this Amendment shall control.

3. This Amendment may be executed in any number of counterparts and by each Party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart and facsimile copies and electronic PDF of signatures shall be treated as originals for all purposes.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Affiliation Agreement to be signed by their duly authorized representatives.

COMMUNITY CARE, INC.,

Signed by:
Kenneth Munson
By: _____
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Name: Kenneth Munson

Title: Chief Executive Officer

Signed by:
Kenneth Munson
By: _____
68CD54DAB2E1409

Kenneth Munson, solely in the capacity of
CCI Representative

CARESOURCE

Signed by:
Erhardt Preitauer
By: _____
60647EB3E265422...

Name: Erhardt H. Preitauer

Title: President & Chief Executive Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO AFFILIATION AGREEMENT]