CONFIDENTIAL TRADE SECRET INFORMATON

HAS BEEN REDACTED FROM THIS AGREEMENT

CONTRIBUTION AND PURCHASE AGREEMENT

BY AND BETWEEN

MEDICA HOLDING COMPANY

AND

SSM HEALTH CARE CORPORATION

Dated as of August 16, 2021

TABLE OF CONTENTS

LIST OF EXHIBITS AND SCHEDULES

CONTRIBUTION AND PURCHASE AGREEMENT

THIS CONTRIBUTION AND PURCHASE AGREEMENT (this "Agreement") is entered into as of August 16, 2021 (the "Execution Date") by and between Medica Holding Company, a Minnesota nonprofit corporation ("Medica") and SSM Health Care Corporation, a Missouri nonprofit corporation ("SSM").

R E C I T A L S

A. Medica is a tax-exempt organization under Section 501(c)(4) of the Code that is the sole member of Medica Affiliated Services, a Minnesota nonprofit corporation ("MAS"), which is the sole member of Medica Services Company, LLC, a Delaware limited liability company ("MSC").

B. SSM is a tax-exempt organization under Section 501(c)(3) of the Code that is (i) the sole member of SSM Health Businesses, a Missouri nonprofit corporation that is a tax-exempt organization under Section 501(c)(3) of the Code ("SSMHB"), and (ii) the sole stockholder of FPP, Inc., a Missouri corporation ("FPP"), which is the sole stockholder of Dean Health Systems, Inc., a Wisconsin corporation ("DHS").

C. SSMHB is the sole member of SSM Health Plan, a Missouri nonprofit health services corporation and health maintenance organization that is a tax-exempt organization under Section 501(c)(4) of the Code ("SSMHP")

D. FPP is the sole stockholder of SSM Health Insurance Company, a Missouri life, health and accident insurance corporation ("SSMHIC").

E. DHS is (i) the sole stockholder of Dean Health Insurance, Inc., a Wisconsin stock corporation ("DHI"), which is the sole stockholder of Dean Health Plan, Inc., a Wisconsin stock corporation and health maintenance organization ("DHP"), and (ii) the sole member of Dean Health Holdings, LLC, a Wisconsin limited liability company ("DHH"), which is the sole member of Dean Health Service Company, LLC, a Wisconsin limited liability company ("DHSC").

F. Medica and SSM desire to enter into a joint venture transaction, on the terms and subject to the conditions set forth in this Agreement, whereby (i) SSM will cause all of the ownership interests in SSMHIC, DHI, DHP and DHSC to be contributed into a newly formed Delaware limited liability company ("Newco") in return for the 100% of the membership interests in Newco to be issued to FPP, (ii) SSM will cause the membership interest in SSMHP to be contributed to a separate, newly formed Delaware limited liability company ("NFP Newco") in return for 100% of the membership interests in NFP Newco to be issued to SSMHB, and (iii) Medica will purchase 55% of the membership interests in Newco from FPP and 55% of the membership interests in NFP Newco from SSMHB for fair market value consideration.

G. Medica and SSM believe that the joint venture transaction contemplated herein will further their respective missions by establishing an enhanced platform for the operation of market competitive health care plans committed to improving the enrollee experience of care, improving the health of populations, reducing the per capita cost of health care and improving the overall social welfare of the enrollees and the community at large.

NOW, THEREFORE, in consideration of these premises, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. MATTERS OF CONSTRUCTION; DEFINITIONS.

1.1 Matters of Construction. For purposes of this Agreement, unless clearly specified otherwise herein, the words "hereof", "herein", "hereunder" and words of similar import will refer to this Agreement as a whole and not to any particular Section or provision of this Agreement, and reference to a particular Section of this Agreement will include all subsections thereof. The word "party" will refer to Medica or SSM, and the word "parties" shall refer to Medica and SSM, inclusive. The word "including" means including without limitation. Definitions will be equally applicable to both the singular and plural forms of the terms defined, and references to the masculine, feminine or neuter gender will include each other gender. All references in this Agreement to any Section, Exhibit or Schedule will, unless otherwise specified, be deemed to be a reference to a Section, Exhibit or Schedule of or to this Agreement, in each case as such may be amended in accordance herewith, all of which are made a part of this Agreement. Any reference herein to "$" or "dollars" means United States dollars. All references to a Person are also to the successors and permitted assigns of such Person. When reference is made to a Legal Requirement, such reference means any such Legal Requirement as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

1.2 Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Action" means any suit, litigation, action, cause of action, arbitration, hearing, investigation, inquiry or other proceeding (whether in contract, tort or otherwise, whether at law or in equity and whether civil or criminal) by or before a Governmental Authority or other private party.

"Affiliate" means, as to any Person, any other Person controlling, controlled by or under common control with such Person. For the purposes of this definition, "controlling," "controlled" and "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

"ACA" means the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152).

"Agreement" has the meaning given to it in the Introduction.

"Ancillary Documents" has the meaning given to it in Section 2.2.

"Annual Financial Statements" have the meaning given to them in Section 3.5.1.

"Antitrust Laws" means the Sherman Antitrust Act, the Federal Trade Commission Act, the Clayton Antitrust Act of 1914, the HSR Act and all other federal, state and foreign statutes,

rules, regulations, orders, decrees, and other Legal Requirements that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or competition.

"Business Day" means any weekday other than a weekday that is a federal holiday in the United States.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act of 2020 (H.R. 748), any current federal, state or local Legal Requirements related to the COVID-19 pandemic and any similar or successor Legal Requirements relating to COVID-19.

"Clean Team Agreement" means that certain Clean Team Confidentiality Agreement by and between DHP and MAS, dated as of September 25, 2020, as amended.

"Closing" has the meaning given to it in Section 2.4.

"Closing Date" has the meaning given to it in Section 2.4.

"Closing Date Balance Sheet" means the collective final balance sheets of the Contributed Companies as of the Closing Date, as finally determined in accordance with Section 7.1, prepared in accordance with SAP (with respect to the Regulated Companies) and generally accepted accounting principles (with respect to DHSC) and consistent with the historical preparation of the Annual Financial Statements for the Contributed Companies.

"Code" means the Internal Revenue Code of 1986, or any successor or replacement provision of United States Federal law which imposes taxes on the gross income of a business less specified deductions, and the applicable United States Treasury regulations issued thereunder, in each case, as amended from time to time.

"Company Business Systems" mean the computer systems, including software (including Company Software and third party software), hardware (whether general or special purpose), electronic data processing, information, record keeping, communications, telecommunications, networks, interfaces, platforms, servers, peripherals, and computer systems, including any outsourced systems and processes that are owned or used by or for the Contributed Companies in the conduct of their business.

"Company Employees" has the meaning given to it in Section 3.13.1.

"Company Employee Liabilities" has the meaning given to it in Section 7.3.1(b).

"Company Permit" has the meaning given to it in Section 3.15.

"Company Software" means any proprietary software owned by the Contributed Companies and used in the conduct of their business.

"Confidentiality Agreement" means that certain Confidentiality and Non-Disclosure Agreement dated March 16, 2020 between Medica and its Affiliates and DHP and its Affiliates.

"Consolidated Returns" means any and all Tax Returns of the FPP Consolidated Group.

"Contract" means, with respect to any Person, any contract, agreement, deed, mortgage, lease, sublease, license, indenture, note, bond, loan, sales order, purchase order or other legally enforceable commitment, promise, undertaking, arrangement or understanding, whether written or oral, to which or by which such Person is a party or is otherwise bound.

"Contributed Companies" means DHI, DHP, DHSC, SSMHIC and SSMHP.

"Contributed Interests" has the meaning given to it Section 2.2.

"Data Security Requirements" mean, collectively, all of the following to the extent relating to Data Treatment or otherwise relating to privacy, security, or security breach notification requirements and applicable to the Contributed Companies, to the conduct of their businesses, or to any of the Company Business Systems: (i) the current rules, policies, and procedures of the Contributed Companies; (ii) the Payment Card Industry Data Security Standard (PCI DSS); and (iii) any Contracts into which any of the Contributed Companies has entered or by which it is otherwise bound. For an avoidance of doubt, the definition of Data Security Requirements does not include any Legal Requirements (including HIPAA) relating to privacy, security, integrity, accuracy, transmission, storage or other protection of information about or belonging to actual or prospective participants in the Health Care Programs or other lines of business of the Contributed Companies.

"Data Treatment" means the access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, security, destruction, or disposal of any personal, sensitive, or confidential information or data (whether in electronic or any other form or medium).

"DHH" has the meaning given to it in the Introduction.

"DHI" has the meaning given to it in the Introduction.

"DHP" has the meaning given to it in the Introduction.

"DHS" has the meaning given to it in the Introduction.

"DHSC" has the meaning given to it in the Introduction.

"Disclosure Schedules" means the disclosure schedules to this Agreement that are being delivered by the parties in connection with the execution and delivery hereof.

"Employee Benefit Plans" has the meaning given to it in Section 3.14.1.

"Employee Lease" has the meaning given to it in Section 7.3.1(a).

"Employee Transition Period" has the meaning given to it in Section 7.3.1(a).

"Encumbrance" means any charge, lien, pledge, security interest, mortgage, deed of trust, restriction on transfer, contractual restriction or covenant, option or other adverse claim or encumbrance.

"Environmental Laws" means all applicable United States federal, state or local Legal Requirements relating to pollution, protection of the environment, or human health (to the extent relating to the management or handling of or exposure to Hazardous Materials).

"Environmental Permits" has the meaning given to it in Section 3.16.

"Equity Interests" means (i) any capital stock (including common stock and preferred stock), partnership, limited liability company or membership interest, unit of participation or other similar interest (however designated) in any Person, and (ii) any option, warrant, purchase right, conversion right, exchange right or other Contract which would entitle any other Person to acquire any such interest in any such Person referred to in (i) above, or otherwise entitle any other Person to share in the equity, profits, earnings, losses or gains of any such Person referred to in (i) above (including stock appreciation, phantom stock, profit participation or other similar rights but excluding any profit-sharing, gain-sharing, capitation or other similar arrangement with a Health Care Provider or third party administrator).

"ERDs" means the Ethical and Religious Directives for Catholic Health Care Services, as promulgated and as the same may be amended from time to time by the United States Conference of Catholic Bishops.

"ERISA" means the Employee Retirement Income Security Act of 1974 and the regulations issued thereunder, in each case, as amended from time to time.

"ERISA Welfare Plans" has the meaning given to it in Section 3.14.1.

"ERISA Pension Plans" has the meaning given to it in Section 3.14.1.

"Execution Date" has the meaning given to it in the Introduction.

"Financial Statements" has the meaning given to it in Section 3.5.1.

"FPP" has the meaning given to it in the Introduction.

"FPP Consolidated Group" means (a) the affiliated group as defined in Section 1504(a) of the Code of which FPP is the common parent, and (b) with respect to each state, local or foreign jurisdiction in which FPP or its Affiliates files a consolidated, combined or unitary Tax Return and in which the Contributed Companies are or are required to be included, the group with respect to which such Return is filed.

"FTC" means the United States Federal Trade Commission.

"Governmental Authority" means any United States federal, state or local or any foreign government, or political subdivision thereof, or any multinational organization or authority, or any other governmental authority, agency or commission entitled to exercise any administrative,

executive, judicial, legislative, police, regulatory, oversight or Taxing Authority or power (or any department, bureau or division thereof), or any court or tribunal, or any arbitrator or arbitral body.

"Governmental Order" means any order, writ, judgment, injunction, decree (including any consent decree or similar agreed order or judgment), stipulation, ruling, determination or award issued or entered by any Governmental Authority.

"Hazardous Material" means (i) any substance, material or waste that is defined or regulated as hazardous or toxic, or as a contaminant or pollutant, including any asbestos, polychlorinated biphenyls, petroleum or petroleum by-products or breakdown products, radioactive materials, medical wastes, toxic mold, and (ii) all "hazardous substances" as designated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq*. or "hazardous wastes" as designated by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq*., or as so designated or regulated by any state law of similar applicability.

"Health Care Laws" mean all Legal Requirements applicable to the Contributed Companies governing or relating to health maintenance organizations, the business of insurance, arranging for the provision of medical or healthcare goods, services or treatment, the billing and reimbursement therefor, and the administration thereof, including: (i) all Legal Requirements relating to the licensure, certification, qualification or authority to transact business in connection with the provision of, payment for, or arrangement of, health care services, health benefits or health insurance, including Legal Requirements that regulate Health Care Providers, managed care, Third Party Payors and Persons bearing the financial risk for, or providing administrative or other functions in connection with, the provision of, payment for or arrangement of health care services; (ii) all Legal Requirements relating to the underwriting, sale, issuance and administration of insurance policies and evidences of coverage; (iii) all Legal Requirements relating to Health Care Programs pursuant to which the Contributed Companies are required to be licensed or authorized to transact business; (iv) all Legal Requirements relating to health care or insurance fraud or abuse, including the solicitation or acceptance of improper incentives involving persons operating in the health care industry, patient referrals or Health Care Provider incentives generally, including the following statutes: the Federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Law (42 U.S.C. § 1395nn), the Federal Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal False Claims Act (31 U.S.C. § 3729 et seq.), the Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801 et seq.) and the Federal Health Care Fraud Law (18 U.S.C. § 1347); (v) all Legal Requirements relating to the provision of administrative, management or other services related to any Health Care Programs, including the administration of health care claims or benefits or processing or payment for health care items and services, treatment or supplies furnished by Health Care Providers, including the provision of the services of third party administrators, utilization review agents and persons performing quality assurance, credentialing or coordination of benefits; (vi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (vii) ERISA; (viii) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003; (ix) the Medicare Improvements for Patients and Providers Act of 2008; (x) the Federal Food, Drug and Cosmetic Act of 1938 (21 U.S.C. § 301 et seq.); (xi) the Federal Beneficiary Inducement Law (42 U.S.C. § 1320a-7a(a)(5)); (xii) the ACA; (xiii) the CARES Act; (xiv) the regulations promulgated pursuant to each of the foregoing, and all applicable counterpart state Legal Requirements to any of the foregoing; (xv) all Legal Requirements relating to privacy, security,

integrity, accuracy, transmission, storage or other protection of information about or belonging to actual or prospective participants in the Health Care Programs or other lines of business of the Contributed Companies, inclusive of the requirements of HIPAA; (xvi) corporate practice of medicine doctrines and similar restrictions on ownership of any Person and the performance of professional services by any Person or restrictions on fee splitting by licensed healthcare professionals; (xvii) all Legal Requirements related to billing or claims for reimbursement for health care items and services submitted to any Third Party Payor; (xviii) all Legal Requirements relating to unfair and deceptive trade practices; and (xix) prompt pay rules and regulations under applicable state laws.

"Health Care Program" means any "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, TRICARE and Medicaid, worker's compensation, and any other state-sponsored or federally-sponsored health care program or plan.

"Health Care Provider" means any physician, physician group, medical group, or other group of health care practitioners, independent practice associations and other provider networks, dentists, optometrists, pharmacies and pharmacists, radiologists, radiology centers, laboratories, mental health professionals, community health centers, clinics, surgery centers, accountable care organizations, chiropractors, physical therapists, nurses, nurse practitioners, physician's assistants, hospitals, skilled nursing facilities, extended care facilities, other health care or services facilities, durable medical equipment suppliers, home health agencies, alcoholism or drug abuse centers and any other specialty, ancillary or allied health professional or facility.

"HIPAA" means the Administrative Simplification sections of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and all regulations adopted thereunder and amendments thereto.

"Hired Company Employee" has the meaning given to it in Section 7.3.1(b).

"Historical Service Agreements" means (i) that certain Services Agreement dated January 1, 2017, as amended, by and among DHP, DHS and SSM Health Care of Wisconsin, Inc., (ii) that certain Services Agreement dated January 1, 2020, as amended, by and among SSMHIC, SSM and DHS, and (iii) that certain Services Agreement dated January 1, 2021, as amended, by and among SSMHP, SSM and DHS.

"HSR Act" means the Hart Scott Rodino Antitrust Improvements Act of 1976 and the regulations issued thereunder, in each case, as amended from time to time.

"Indebtedness" means any (a) obligations relating to indebtedness for borrowed money, (b) obligations evidenced by bonds, notes, debentures or similar instruments, (c) obligations in respect of capitalized leases, (d) obligations in respect of banker's acceptances or letters of credit, (e) obligations for the deferred purchase price of property or services (other than current accounts payable and similar accrued liabilities incurred in the ordinary course of business), (f) indebtedness or obligations of the types referred to in the preceding clauses (a) through (e) of any other Person secured by any lien on any assets of a Person even though such Person has not assumed or otherwise become liable for the payment thereof, (g) obligations in the nature of guarantees of

obligations of the type described in clauses (a) through (e) above of any other Person, and (h) obligations under any interest rate swap or hedge agreement, in each case together with all accrued interest thereon and any applicable prepayment, breakage or other premiums, fees or penalties.

"Indemnified Party" has the meaning given to it in Section 7.4.3.

"Indemnifying Party" has the meaning given to it in Section 7.4.3(e).

"Independent Accounting Firm" means PriceWaterhouseCoopers, or such other independent firm as mutually agreed upon by the parties.

"Insurance Commissioner" means the Wisconsin Office of the Commissioner of Insurance, the Illinois Department of Insurance and the Missouri Department of Insurance, as applicable based on the respective jurisdiction where each of the Contributed Companies is subject to regulation thereby.

"Intellectual Property" means all domestic or international intellectual property, including (i) all inventions, patents, patent applications, and patent rights, together with all reissues, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations thereof, (ii) all trademarks, trademark applications, trade names, service marks, service mark applications, logos, corporate names, domain names, trade dress, including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrights and copyrightable works and all applications, registrations and renewals in connection therewith, (iv) all trade secrets and confidential business information (including customer lists, know-how, proprietary processes and formulae, pricing and cost information and business and marketing proposals), (v) all computer software (including source code, executable code, data, databases, and related documentation), and (vi) all other proprietary rights.

"Intercompany Services Agreements" means (i) that certain Amended and Restated Services and Support Agreement dated January 1, 2019, as amended, by and among the Contributed Companies and certain SSM Affiliates, (ii) that certain Cost Sharing Agreement dated January 1, 2015 between DHP and SSM, (iii) that certain Investment Account Agreement dated November 1, 2017 between DHP and SSM Health Care Portfolio Management Company, and (iv) that certain Investment Account Agreement dated November 14, 2019 between SSMHP, SSMHIC and SSM Health Care Portfolio Management Company.

"Introduction" means the first full paragraph of this Agreement and the paragraphs in this Agreement under the header "RECITALS".

"Justice Department" means the United States Department of Justice.

"Key Personnel" means the key personnel working for or on behalf of the Contributed Companies as identified on **Schedule 1(a)**.

"Leased Real Property" has the meaning given to it in Section 3.8.1.

"Legal Requirement" means any applicable federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Governmental

Order or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, including Health Care Laws, as the same may be amended from time to time unless expressly specified otherwise in this Agreement.

"Loss" has the meaning given it in Section 7.4.1.

"Material Adverse Effect" means any change, inaccuracy, effect, event, result, occurrence, condition or fact, whether individually or in combination, that has or is reasonably likely to have a material adverse change or effect on the financial condition, properties, assets, liabilities, business, or results of operations of the Contributed Companies; provided that a Material Adverse Effect shall not include changes brought about by: (i) changes in conditions generally affecting the health insurance or managed care industry, including any regulatory changes or changes in reimbursement, provided such change does not affect the Contributed Companies in a disproportionate manner as compared to other companies operating in the same industry; (ii) changes in economic, business or financial market conditions generally, provided such change does not affect the Contributed Companies in a disproportionate manner as compared to other companies operating in the same market; (iii) changes in Legal Requirements or accounting standards or interpretations thereof; (iv) the entering into of this Agreement or the taking of any action expressly required by the terms of this Agreement; or (v) acts of war, terrorism, civil unrest, pandemics, earthquakes, hurricanes or other natural disasters.

"Material Contracts" has the meaning given to it in Section 3.9.

"MAS" has the meaning given to it in the Introduction.

"Medica" has the meaning given to it in the Introduction.

"Medica Benefit Plans" has the meaning given to it in Section 7.3.2.

"Medica Entities" means Medica, MAS and MSC.

"Medica Fundamental Representations" means those representations and warranties made in Sections 4.1 (Organization), 4.2 (Power and Authorization), and 4.5 (Brokers).

"Medica's Knowledge" means the actual knowledge of the Medica officers listed on **Schedule 1(b)**, after due inquiry of their direct reports, with respect to the fact or other matter at issue, which shall include those facts as to which Medica has received written notice from any Governmental Authority.

"Most Recent Balance Sheet" has the meaning given to it in Section 3.5.1.

"Most Recent Balance Sheet Date" has the meaning given to it in Section 3.5.1.

"Most Recent Financial Statements" have the meaning given to them in Section 3.5.1.

"MSC" has the meaning given to it in the Introduction.

"Net Working Capital" means an amount, determined in accordance with generally accepted accounting principles, equal to the difference between the current assets and the current liabilities of DHSC, which for purposes of the Closing Date shall reflect the exclusion of any current or deferred income tax assets and liabilities (which will be extinguished upon removal from the FPP Consolidated Group), the inclusion of any outstanding Retention Payments due after the Closing Date as a current liability and the settlement of any outstanding intercompany affiliate receivables or payables between DHSC and other SSM Affiliates, which shall be calculated consistent with the sample Net Working Capital statement of DHSC as of May 31, 2021 which is set forth on **Schedule 1(c)**.

"Newco" has the meaning given to it in the Introduction.

"Newco Companies" means Newco and NFP Newco, collectively.

"Newco Companies' Auditor" means the accounting firm selected by the Newco Companies to be the auditor for the Newco Companies and the Contributed Companies following the Closing Date.

"Newco Contributed Interests" has the meaning given to it in Section 2.2.

"Newco Employer" has the meaning given to it in Section 7.3.1(b).

"NFP Newco" has the meaning given to it in the Introduction.

"NFP Newco Contributed Interests" has the meaning given to it Section 2.2.

"NWC Minimum" means a level of Net Working Capital such that the sum of current assets (including cash) less the sum of current liabilities is equal to .

"OFAC" has the meaning given to it in Section 3.8.6.

"Operating Assets" has the meaning given to it in Section 3.8.2.

"Organizational Documents" means, with respect to any Person (other than an individual), the certificate or articles of incorporation or organization of such Person and any limited liability company, operating or partnership agreement, bylaws or similar documents or agreements relating to the legal organization of such Person, including any stockholder agreements, voting trusts, agreements among members related to limited liability company interests, or other similar agreements.

"Owned Real Property" has the meaning given to it in Section 3.8.1.

"Person" means any natural person and any corporation, partnership, limited liability company, other legal entity or Governmental Authority.

"Personal Information" has the meaning given to it in Section 3.19.17.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Prevea Agreements" means (i) that certain Health Services Agreement effective October 1, 2012, as amended, by and among DHP and the Prevea Parties and (ii) that certain Network Organization and Administration Agreement effective September 28, 2012, as amended, by and among DHP, DHS, SSM Health Care of Wisconsin, Inc. and the Prevea Parties.

"Prevea Parties" means Prevea Clinic, Inc., St. Vincent Hospital of the Hospital Sisters of the Third order of St. Francis and Sacred Heart Hospital of the Hospital Sisters of the Third Order of St. Francis, collectively.

"Prevea Surplus Notes" means those certain Surplus Notes issued by DHP on November 19, 2012 to St. Vincent Hospital and Prevea Clinic, Inc. in an aggregate amount of

"Privacy Laws" has the meaning given to them in Section 3.19.17.

"Privacy Policies" has the meaning given to them in Section 3.20.

"Purchase Price" has the meaning given to it in Section 2.3.

"RBC Minimum" means of the authorized control level risk based capital as defined by applicable Insurance Commissioner risk based capital requirements. For purposes of calculating the RBC Minimum as of the Closing Date, the parties shall utilize the most recent risk based capital schedules as provided by the Insurance Commissioner and calculate current balances based upon annualized income statement amounts and Closing Date Balance Sheet amounts and there shall be a consolidated RBC Minimum for DHI inclusive of its Equity Interest in DHP.

"Real Property" has the meaning given to it in Section 3.8.1.

"Regulated Companies" means DHI, DHP, SSMHIC and SSMHP.

"Related Person" means:

(i) With respect to an individual, (a) each member of such individual's immediate family; (b) any Person that is directly or indirectly controlled by such individual or any one or more members of such individual's immediate family; (c) any Person in which members of such individual's immediate family hold (individually or in the aggregate) a material interest; and (d) any Person with respect to which one or more members of such individual's immediate family serves as a director, officer, partner, manager, executor, or trustee (or in a similar capacity).

(ii) With respect to a Person other than an individual, (a) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with, such specified Person; (b) any Person that holds a material interest in such specified Person; (c) each Person that serves as a director, officer, partner, manager, executor, or trustee of such specified Person (or in a similar capacity); (d) any Person in which such specified Person holds a material interest; and (e) any Person with respect to which such specified Person serves as a general partner, manager, or a trustee (or in a similar capacity).

(iii) For purposes of this definition, "material interest" means direct or indirect beneficial ownership of voting securities or other voting interests representing at least twenty percent (20%) of the outstanding voting power of a Person or Equity Interests representing at least twenty percent (20%) of the outstanding Equity Interests in a Person.

"Retention Payments" has the meaning given to it in Section 7.3.5.

"SAP" means, as to any insurance company or health maintenance organization conducting an insurance business, the statutory accounting principles prescribed or permitted by applicable Legal Requirements or Governmental Authorities in the jurisdiction where such insurance company or health maintenance organization is domiciled and responsible for the regulation thereof.

"Schedule Supplement" has the meaning given to it in Section 5.11.

"Securities Act" means the Securities Act of 1933, as amended.

"SSM" has the meaning given to it in the Introduction.

"SSM Entities" means SSM, SSMHB, FPP, DHS, DHH and the Contributed Companies.

"SSM Fundamental Representations" means those representations and warranties made in Sections 3.1 (Organization), 3.2 (Power and Authorization), 3.3 (Ownership and Capitalization), 3.7 (Taxes) and 3.24 (Brokers).

"SSMHB" has the meaning given to it in the Introduction.

"SSMHIC" has the meaning given to it in the Introduction.

"SSMHP" has the meaning given to it in the Introduction.

"SSM's Knowledge" means the actual knowledge of the SSM Entity officers listed on **Schedule 1(d)**, after due inquiry of their direct reports, with respect to the fact or other matter at issue, which shall include those facts as to which the SSM Entities have received written notice from any Governmental Authority or other third party.

"Straddle Period" has the meaning given to it in Section 7.5.4.

"Survival Period" has the meaning given to it in Section 7.4.3(d).

"Tail Insurance Coverage" has the meaning given to it in Section 5.13.

"Tax" means any United States federal, state or local, or any foreign, income, franchise, margin, profits, gains, gross receipts, ad valorem, net worth, value added, sales, use, real or personal property, payroll, withholding, employment, insurance, premium, workers' compensation, social security, escheat, excise, stamp, registration, transfer, alternative and add on minimum tax or other charge or impost payable to any Governmental Authority and including all interest, penalties, additional taxes and additions to tax imposed with respect thereto, and any liability of another Person for the foregoing imposed by, or pursuant to, any Contract, Legal Requirements, Governmental Authority or otherwise, other than Contracts entered into in the ordinary course of business the principal purpose of which is not to indemnify for Taxes.

"Tax Returns" means returns, reports, forms and information statements filed or required to be filed with a Taxing Authority relating to any Taxes, including any schedules or attachments thereto.

"Taxing Authority" means any United States, federal, state, local, or any foreign, Governmental Authority responsible for the imposition, assessment or collection of any Tax.

"Termination Date" has the meaning given to it in Section 8.2.2.

"Third Party Claim" has the meaning given to it in Section 7.4.4(a).

"Third Party Payor" means any Health Care Program and any insurance company, managed care organization, preferred provider organization, health or medical plan or program or other third-party payor, whether private, commercial or governmental, or any fiscal intermediary or contractor of any of the foregoing.

"Total Adjusted Capital" means the statutory surplus capital as determined in accordance with Insurance Commissioner risk based capital requirements, which shall be calculated on a consolidated basis for DHI inclusive of its Equity Interest in DHP and shall be adjusted to reflect the exclusion of any current or deferred income tax assets and liabilities (which will be extinguished upon removal from the FPP Consolidated Group).

"Transferred Membership Interests" has the meaning given to it Section 2.2.

"Transferred Newco Interest" has the meaning given to it Section 2.2.

"Transferred NFP Newco Interest" has the meaning given to it Section 2.2.

"Unknown Liability" means any debt, obligation or liability of the Contributed Companies arising from facts, conditions or events existing or occurring prior to the Closing Date that was not accrued or reserved for, or reflected, on the final Closing Date Balance Sheet (but that would have been so reflected on the final Closing Date Balance Sheet if known at the time).

2. THE TRANSACTIONS.

2.1 Formation of Newco Companies. Upon execution and delivery of this Agreement, the parties shall cause the formation of the Newco Companies by filing Certificates of Formation with the Delaware Secretary of State in form and substance reasonably satisfactory to each of the parties.

2.2 Contributions by SSM and Purchase of Membership Interests. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing: (i) SSM shall cause to be contributed to Newco all of the Equity Interests in DHI (thereby including DHI's Equity Interest in DHP), DHSC and SSMHIC (the "Newco Contributed Interests"), free and clear of all Encumbrances, and FPP shall receive one thousand (1,000) units of membership interests in Newco in consideration for such Newco Contributed Interests; (ii) SSM shall cause to be contributed to NFP Newco (or otherwise cause NFP Newco to hold) the sole membership interest in SSMHP (the "NFP Newco Contributed Interest" and, collectively with the Newco Contributed Interest, the "Contributed Interests"), free and clear of all Encumbrances, and SSMHB shall receive one thousand (1,000) units of membership interest in NFP Newco in consideration for such NFP Newco Contributed Interest; (iii) Medica shall purchase and FPP shall sell, transfer and deliver to Medica, free and clear of all Encumbrances, Fifty-Five Percent (55%) of the membership interests in Newco (the "Transferred Newco Interest"); (iv) Medica shall purchase and SSMHB shall sell, transfer and deliver to Medica, free and clear of all Encumbrances, Fifty-Five Percent (55%) of the membership interests in NFP Newco (the "Transferred NFP Newco Interest" and, collectively with the Transferred Newco Interest, the "Transferred Membership Interests"); and (v) the parties shall execute or cause to be executed the following ancillary documents relating to the operations of the Newco Companies (the "**Ancillary Documents**"):

2.2.1 an Operating Agreement of Newco to be executed by Medica and FPP in the form set forth on **Exhibit A**;

2.2.2 an Operating Agreement of NFP Newco to be executed by Medica and SSMHB substantially consistent with the form set forth on **Exhibit B**;

2.2.3 amendments to the Organizational Documents of the Contributed Companies in a form mutually satisfactory to the parties incorporating modifications substantially consistent with those listed on **Exhibit C**;

2.2.4 new capitation service agreements between the Regulated Companies and other SSM Affiliates incorporating long-term global capitation arrangements in the form of the agreement for DHP set forth on **Exhibit D** (with appropriate modifications with respect to the agreements for each of the other Regulated Companies);

2.2.5 an agreement between MSC or its Affiliates and Newco and/or DHSC for the provision of certain administrative support services (including certain information technology platform support services) by MSC or its Affiliates to DHSC (and the other Contributed Companies) substantially consistent with the form set forth on **Exhibit E,** and incorporating such additional provisions for the Statements of Work referenced therein as mutually agreed upon by the parties;

2.2.6 an agreement between SSM or its Affiliates and Newco and/or DHSC for the provision of certain administrative support by SSM or its Affiliates to DHSC (and the other Contributed Companies) substantially consistent with the form set forth on **Exhibit F,** and incorporating such additional provisions for the Statements of Work referenced therein as mutually agreed upon by the parties, along with an agreement to be prepared by the Closing Date confirming the termination of the Intercompany Service Agreements, and elimination of any outstanding intercompany receivables or payables thereunder, effective as of the Closing Date;

2.2.7 new lease or sublease agreements, as appropriate: (i) between DHP and DHS documenting the lease by DHS of certain space located at 802 Deming Way, Madison, Wisconsin and (ii) between DHSC and SSM documenting the lease by DHSC of certain space located at 12312 Olive Blvd., Suite 400, St. Louis, Missouri, each at a fair market value rental rate and in a form mutually satisfactory to the parties;

2.2.8 amendments of those certain other intercompany agreements between the Contributed Companies and other SSM Affiliates in a form mutually satisfactory to the parties incorporating modifications substantially consistent with those listed on **Exhibit G**;

2.2.9 a shared services agreement between DHSC and each of the Regulated Companies documenting the administrative support services provided to the Regulated Companies through DHSC in a form mutually satisfactory to the parties; and

2.2.10 a license agreement in a form mutually satisfactory to the parties whereby SSM and DHS (as licensors) provide a non-exclusive, royalty-free license for the Contributed Companies (as licensee) to continue using various names and marks owned by SSM and/or DHS in a manner consistent with past practice.

2.3 Purchase Price.

2.3.1 The consideration for the purchase and sale of the Transferred Membership Interests pursuant to this Agreement (such consideration, the "Purchase Price") will be an amount in cash equal to

subject to the adjustments provided for in Section 2.3.2 and Section 7.

2.3.2 Not less than five (5) Business Days prior to the Closing Date (or such other date as the parties may mutually agree), SSM shall prepare and deliver to Medica a statement (the "Estimated Closing Statement") setting forth SSM's good faith estimate of (i) the Total Adjusted Capital of the Regulated Companies as of the Closing Date (the "Estimated Total Adjusted Capital"), (ii) the Net Working Capital of DHSC as of the Closing Date (the "Estimated Net Working Capital"), and (iii) the Indebtedness of DHSC as of the Closing Date (the "Estimated DHSC Indebtedness"), which shall quantify in reasonable detail the estimates of each item included in such calculation, in each case, calculated in accordance with the applicable terms of this Agreement (which, for clarification, shall not include the Prevea Surplus Notes). Within three (3) Business Days of Medica's receipt of the Estimated Closing Statement, Medica will deliver to SSM a

written report containing any changes that Medica proposes to be made to the Estimated Closing Statement, together with a reasonably detailed explanation of such changes, and SSM shall consider and incorporate in good faith any reasonable comments by Medica with respect to the Estimated Closing Statement.

2.3.3 The Estimated Closing Statement shall be used to determine the estimated amount of the Purchase Price to be paid at Closing (the "Estimated Purchase Price"), which shall be equal to

plus (i) 55% of the amount, if any, by which the Estimated Total Adjusted Capital is greater than the RBC Minimum, less (ii) 55% of the amount, if any, by which the Estimated Total Adjusted Capital is less than the RBC Minimum, plus (iii) 55% of the amount, if any, by which the Estimated Net Working Capital is greater than the NWC Minimum, less (iv) 55% of the amount, if any, by which the Estimated Net Working Capital is less than the NWC Minimum, and less (v) 55% of the amount of Estimated DHSC Indebtedness. Following the Closing, the Estimated Purchase Price shall be subject to further adjustment and reconciliation pursuant to Section 7.

2.4 The Closing. Subject to the terms and conditions hereof, the closing of the transactions relating to the contributions to the Newco Companies and the purchase and sale of the Transferred Membership Interests pursuant to this Agreement (the "Closing") shall take place at a virtual closing conference on the last Business Day of the month in which all of the conditions set forth in Section 6 are satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at Closing), or at such other time and place as Medica and SSM may agree in writing; *provided, however,* that such conditions (other than those that by their terms are to be satisfied at the Closing) must be satisfied at least five (5) Business Days prior to the last Business Day of the month in order for the Closing to occur on the last Business Day of such month, and if such conditions (other than those conditions that by their terms are to be satisfied at the Closing) are satisfied within the last five (5) Business Days of a month, then the Closing will take place on the last Business Day of the subsequent month unless otherwise agreed in writing by the parties. The Closing shall be effective as of 12:01 a.m. on the first calendar day of the month immediately following the Closing (the "Closing Date") and the parties shall use such date for all purposes, including for accounting and federal and state tax reporting purposes.

2.5 Closing Deliveries and Payments.

2.5.1 Medica Closing Deliveries. At the Closing, Medica shall deliver or cause to be delivered to SSM the following:

(a) the Estimated Purchase Price by wire transfer of immediately available funds to the account specified by SSM;

(b) duly executed copies of the Ancillary Documents;

(c) a certificate issued by an officer of Medica certifying that the execution, delivery and performance of this Agreement and the transactions

contemplated herein have been authorized and approved by the governing bodies of Medica, and that the officers executing this Agreement and any related documents or instruments on behalf of Medica are duly authorized to execute such documents; and

(d) a certificate issued by an officer of Medica certifying to the matters in Section 6.2.4.

2.5.2 SSM's Closing Deliveries. At the Closing, SSM shall deliver or cause to be delivered to Medica the following:

(a) all necessary conveyances, stock powers, bills of sale, transfers assignments and consents and any other documents necessary or reasonably required to effectively transfer the Newco Contributed Interests to Newco and the NFP Newco Contributed Interest to NFP Newco;

(b) assignments of membership interest for the Transferred Newco Interest and the Transferred NFP Newco Interest;

(c) duly executed copies of the Ancillary Documents;

(d) a certificate issued by an officer of SSM certifying that the execution, delivery and performance of this Agreement and the transactions contemplated herein have been authorized and approved by the governing bodies of SSM and the Contributed Companies, and that the officers executing this Agreement and any related documents or instruments on behalf of SSM and the Contributed Companies are duly authorized to execute such documents;

(e) a certificate issued by an officer of SSM certifying to the matters in Section 6.1.4;

(f) all consents, approvals or authorizations set forth on **Schedule 2.5.2(f)**; and

(g) written confirmation of receipt of the wire transfer from Medica of the Estimated Purchase Price.

2.6 Tax Treatment. Within ninety (90) days following the Closing Date, or such other date as the parties may mutually agree in writing, SSM shall provide Medica with a draft schedule of an allocation of the Purchase Price among the Contributed Companies and/or the assets of the Contributed Companies (the "Allocation Schedule"). The Allocation Schedule shall be consistent with provisions of the Code and the Treasury Regulations thereunder. Medica shall submit any comments on the Allocation Schedule to SSM within thirty (30) days of receipt thereof; otherwise, the Allocation Schedule as prepared by SSM shall be final and binding. SSM and Medica shall work in good faith to resolve any disagreements with respect to the Allocation Schedule within fourteen (14) days after Medica's delivery of comments and objections. If Medica and SSM fail to reach an agreement despite their good faith efforts within such time period, then those matters and amounts remaining in dispute shall be submitted to the Independent Accounting Firm and

resolved in accordance with the procedures set forth in Section 7.1.2. Neither party hereto shall take or permit others (including, but not limited to, the Newco Companies and the Contributed Companies) to take, or to take on its behalf, any position, whether in connection with a Tax audit, a Tax return, or otherwise, that is inconsistent with the Allocation Schedule as finally determined unless required to do so by a Taxing Authority.

3. REPRESENTATIONS AND WARRANTIES OF SSM.

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, SSM represents and warrants to Medica that the statements contained in this Section 3 are true and correct as of the Execution Date.

3.1 Organization. Each SSM Entity is duly organized, validly existing and in good standing under the laws of the state of its formation, registration or incorporation, and (b) duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or licensed by it or the nature of its business makes such qualification, licensing or good standing necessary. Each SSM Entity has full power and authority to carry on its business as presently conducted and to own and use the properties and assets now owned and used by it.

3.2 Power and Authorization. SSM has all rights, powers and authority to execute and deliver this Agreement and to perform its obligations hereunder and no further action is necessary to authorize and implement such transactions or to make this Agreement and the Ancillary Documents (to the extent a party thereto) valid and binding upon the SSM Entities in accordance with their respective terms. This Agreement and the Ancillary Documents constitute the legal, valid, and binding obligations of the SSM Entities (to the extent a party thereto), enforceable against the SSM Entities in accordance with their terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Legal Requirements affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 Ownership and Capitalization.

3.3.1 All of the issued and outstanding Equity Interests of the Contributed Companies are set forth on **Schedule 3.3.1**, which sets forth the name of each Person that is the registered owner of any Equity Interests of the Contributed Companies, the classes of Equity Interests owned, and the number or percentage of Equity Interests owned by such Person. All of such issued and outstanding Equity Interests are duly authorized, validly issued and are fully paid, and nonassessable, and have not been issued in violation of any preemptive rights. Other than as set forth on **Schedule 3.3.1**, no other Person is a registered owner of any Equity Interests of the Contributed Companies and Contributed Companies have no other classes of authorized, issued or outstanding Equity Interests.

3.3.2 The Contributed Interests represent all of the Equity Interests in the Contributed Companies held directly or indirectly by SSM and represent all of the outstanding Equity Interests in the Contributed Companies. Upon consummation of the transactions contemplated by this Agreement, the Newco Companies will directly or

indirectly own good and valid title to all of the Equity Interests in the Contributed Companies, free and clear of any Encumbrances other than any restrictions on transfer under applicable securities laws or as set forth in the Organizational Documents of the Contributed Companies.

3.3.3 Except for this Agreement, (a) there are no Contracts for the issuance, sale or transfer of any Equity Interests of any of the Contributed Companies; (b) the Contributed Interests are not subject to any preemptive rights, rights of first refusal, rights of rescission, or similar rights; and (c) there are no outstanding options, warrants or other rights to acquire any Equity Interests or any securities exercisable or exchangeable for, or convertible into, Equity Interests in the Contributed Companies.

3.3.4 The Contributed Companies do not presently, and did not previously, own or control, directly or indirectly, any interest in any other Person, and none of the Contributed Companies are a participant in any joint venture or similar arrangement.

3.3.5 SSM has made available to Medica correct and complete copies of the Organizational Documents of the Contributed Companies, each of which are in full force and effect. None of the Contributed Companies is in violation of any of the provisions of its Organizational Documents. The books of account, minute books, and ownership record books, all of which have been made available to Medica, are true, complete and accurate in all material respects and have been maintained in accordance with sound business practices, *provided* that nothing in this sentence shall be deemed a representation or warranty by SSM with respect to the Financial Statements, provision for which is made solely in Section 3.5. The minute books of the Contributed Companies contain materially accurate and substantially complete records of all meetings held and limited liability company action taken by the members, the governing body, and committees of the governing body of the Contributed Companies. At the Closing, all such books and records will be in the possession of the Contributed Companies.

3.3.6 Other than the self-funded employee welfare benefit plan sponsored by SSM, the Contributed Companies represent all of the current SSM Affiliates that are licensed as health insurance companies or health maintenance organizations or otherwise engaged in the operation of health plan businesses.

3.4 No Violation; Approval and Consents. The execution, delivery and performance of this Agreement and the Ancillary Documents will not, directly or indirectly (with or without notice or lapse of time):

3.4.1 contravene, conflict with, or result in a violation of any provision of the Organizational Documents of the SSM Entities;

3.4.2 require the consent, waiver, approval, order or authorization of, or filing with, any Governmental Authority, other than as listed on **Schedule 3.4.2** or required filings under the HSR Act;

3.4.3 result in a violation of any Legal Requirement or Governmental Order to which the SSM Entities are subject, provided all consents, waivers, approvals, orders, authorizations and filings listed on **Schedule 3.4.2** have been obtained or made;

3.4.4 contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Material Contract, except as set forth on **Schedule 3.4.4**; or

3.4.5 result in a breach, violation or termination of, or acceleration of obligations under, or default under, or require the consent of any third party under, any Contract to which an SSM Entity is a party, except for such breaches, violations, terminations, accelerations, defaults or consents as would not reasonably be expected to prevent or materially impair or materially delay the ability to consummate the transactions contemplated hereby.

3.5 Financial Statements.

3.5.1 **Schedule 3.5.1** contains true, correct and complete copies of (a) the audited balance sheets of the Regulated Companies, and unaudited balance sheet of DHSC, as of December 31, 2020, and the related statements of income and cash flows of the Contributed Companies for the fiscal years then ended (the "Annual Financial Statements"), and (b) the unaudited balance sheets of the Contributed Companies as of June 30, 2021 (respectively, the "Most Recent Balance Sheet" and the "Most Recent Balance Sheet Date") and the related statements of income and cash flows of the Contributed Companies for the period ending on the Most Recent Balance Sheet Date (the "Most Recent Financial Statements" and, collectively with the Annual Financial Statements, the "Financial Statements").

3.5.2 Except as set forth in **Schedule 3.5.2**:

(a) the Financial Statements (i) have been prepared in accordance with the books and records of the Contributed Companies and present fairly in all material respects the financial position of the Contributed Companies and the results of operations of the Contributed Companies as of the respective dates thereof and for the respective periods covered thereby, and (ii) were prepared in accordance with SAP (with respect to the Regulated Companies) and generally accepted accounting principles (with respect to DHSC) and throughout the periods covered thereby, subject, in the case of the Most Recent Financial Statements, to normal year-end adjustments and the absence of notes;

(b) none of the Contributed Companies has any liabilities, obligations or commitments, of any nature whatsoever, except for (i) liabilities accrued or reserved for, or reflected, on the Most Recent Balance Sheet, and (ii) liabilities incurred in the ordinary course of business consistent with past practice since the Most Recent Balance Sheet Date that do not, individually or in the aggregate, give rise to a Material Adverse Effect;

(c) the Contributed Companies do not have any Indebtedness, other than the Prevea Surplus Notes and the Indebtedness of DHSC (reflected as capital lease liabilities on the Most Recent Balance Sheet), and are not liable for any Indebtedness of any other Person; and

(d) there has not been (i) identified any significant deficiency or material weakness in the system of internal accounting controls used by the Contributed Companies, (ii) any fraud or willful misconduct by any employee of the Contributed Companies involved in or responsible for the preparation of financial statements, or (iii) any written claim or allegation received by the Contributed Companies regarding any of the foregoing.

3.6 Absence of Changes. Except as set forth in **Schedule 3.6.1**, since the Most Recent Balance Sheet Date, the Contributed Companies have conducted their respective businesses in the ordinary course, consistent with customary industry practice (including the collection of receivables, the payment of payables and the making of capital expenditures), and no event or change has occurred that had, or would reasonably be expected to have, a Material Adverse Effect. Without limiting the generality of the foregoing, since the Most Recent Balance Sheet Date, except as set forth in **Schedule 3.6.1**, none of the Contributed Companies, without first obtaining the written consent of Medica, have:

3.6.1 amended any of their Organizational Documents;

3.6.2 except in the ordinary course of business consistent with past practices, changed the compensation of any officers, employees, partners, agents, representatives or consultants (except for standard or scheduled changes to compensation), paid or agreed to pay any bonus or similar payment (except as such bonus or similar payment may be set forth in an existing agreement), made any advance (excluding advances for ordinary and necessary business expenses) or loan to any officers, employees, partners, agents, representatives or consultants, or made any increase in, or any addition to, other benefits to which any officers, employees, partners, agents, representatives or consultants may be entitled;

3.6.3 entered into any new or amended, or committed to enter into any new or amended, employee benefit plan;

3.6.4 entered into any new or amended, or committed to enter into any new or amended, collective bargaining or similar labor organization agreement;

3.6.5 entered into, amended or terminated (except to the extent expired pursuant to its terms) any Material Contract or entered into any Contract that would constitute a Material Contract; other than the entry, amendment or termination of Material Contracts described in Section 3.9.1 (contracts with Health Care Providers) in the ordinary course of business;

3.6.6 entered into any transaction which could reasonably be expected to have a Material Adverse Effect;

3.6.7 suffered any damage, destruction or loss to tangible personal property, whether or not covered by insurance (i) which adversely affects the business operations, assets or properties, or (ii) involving more than $500,000, and have also not suffered any repeated, recurring or prolonged shortage, cessation or interruption of supplies or utility or other services required to conduct the Contributed Companies' business and operations;

3.6.8 acquired, encumbered, disposed of, sold, leased, licensed or transferred any assets or properties, or made any commitment to do so, except in the ordinary course of business consistent with customary industry practice;

3.6.9 adopted or changed any method of accounting (including any method of tax accounting);

3.6.10 changed its method of operations;

3.6.11 experienced a material change to the composition of the Contributed Companies' provider network represented by the Contracts described in Section 3.9.1, excepting any actions taken to de-credential or terminate any contracted providers for cause; or changed rates paid to such providers, except for those changes permitted or set forth in such provider Contracts;

3.6.12 received written notice of any actual or threatened labor trouble, strike or other labor occurrence, event or condition of any similar character;

3.6.13 made, changed or revoked any Tax election or entered into any Contract or arrangement with respect to Taxes, except to the extent required by applicable Legal Requirement;

3.6.14 waived or extended the statute of limitations in respect of Taxes, settled or compromised any Tax liability, or surrendered any right or claim for a Tax refund;

3.6.15 acquired, or agreed to acquire, any other third party or an interest therein, whether by merger or consolidation, purchase of assets or Equity Interests or any other manner with the exception of the purchase of Equity Interests held for investment purposes only;

3.6.16 made commitments or agreements for capital expenditures or capital additions or betterments prior to the Closing exceeding in the aggregate $500,000 per year which will not be fully paid prior to the Closing; or

3.6.17 otherwise committed to do any of the foregoing.

3.7 Taxes. Except as set forth on **Schedule 3.7.1**,

3.7.1 (a) all Tax Returns required to be filed by or on behalf of the Contributed Companies have been timely filed; (b) all such Tax Returns are true, complete and accurate in all material respects; (c) all Taxes due and owing by or with respect to the Contributed Companies (whether or not shown on any Tax Return) have been timely paid;

(d) there are not currently in force any waivers, agreements or other arrangements extending the period for assessment or collection of any Taxes by or on behalf of the Contributed Companies; (e) there is no Action pending, proposed or threatened with respect to Taxes of the Contributed Companies and, to SSM's Knowledge, no basis exists therefor; (f) all deficiencies asserted or assessments made as a result of any examination of the Tax Returns have been paid in full; (g) all Taxes which the Contributed Companies are required by Legal Requirements to withhold or to collect for payment have been duly withheld and collected, and have been paid or accrued, or reserved against and entered on the books of the Contributed Companies; (h) there are no liens for Taxes affecting any of the assets, properties, or rights of the Contributed Companies (except where such lien arises as a matter of law prior to the due date for paying the related Taxes); (i) none of the Contributed Companies is a party to or bound by any Tax allocation, sharing or other Contract providing for the payment of Taxes, payment for Tax losses, entitlement to refunds of Taxes, Tax allocation or sharing with another Person, or similar Tax matters; and (j) no claim has been made by any Taxing Authority in a jurisdiction where the Contributed Companies do not currently file a Tax Return that any of the Contributed Companies are or may be subject to Tax by such jurisdiction.

3.7.2 None of the Contributed Companies have applied for, been granted, or agreed to any accounting method change for which it will be required to take into account any adjustment under Section 481 of the Code (or any comparable provision of the Tax Legal Requirements of any state, locality or other jurisdiction). None of the Contributed Companies is a party to any Contract, arrangement or plan that has resulted or could result, separately or in the aggregate, in the payment of an "excess parachute payment" for purposes of Section 280G of the Code or the corresponding Tax Legal Requirements of any state, locality or other jurisdiction.

3.7.3 None of the Contributed Companies has ever been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code. The Contributed Companies have disclosed on their federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code.

3.7.4 None of the Contributed Companies will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (a) change in method of accounting for a taxable period ending on or prior to the Closing Date, (b) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Legal Requirements) executed on or prior to the Closing Date, (c) intercompany transaction or excess loss account described in Treasury regulations promulgated under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Legal Requirements), (d) installment sale or open transaction disposition made on or prior to the Closing Date, or (e) prepaid amount received on or prior to the Closing Date.

3.8 Title to Assets.

3.8.1 SSM has made available to Medica all leases and other agreements pursuant to which the Contributed Companies hold any leasehold estates and other rights to use or occupy any land, buildings or other interests in real property that are used by the Contributed Companies, each of which is listed on **Schedule 3.8.1** (the "Leased Real Property"). **Schedule 3.8.1** also lists the physical address of all real property that is owned by the Contributed Companies (the "Owned Real Property," and together with the Leased Real Property, the "Real Property"). With respect to the Real Property, (a) the use of the Real Property by the Contributed Companies complies with all applicable zoning Legal Requirements in all material respects, (b) the Contributed Companies have not received any written notice that their use at the Real Property does not comply with applicable building, traffic, flood control, fire safety, or handicap Legal Requirements and similar requirements; (c) except as set forth on **Schedule 3.8.1**, there are no leases, subleases or other agreements granting to any Person, other than the Contributed Companies, the right of use or occupancy of any portion of the Real Property; and (d) the Real Property is fit and sufficient for the operation of the business of the Contributed Companies as currently conducted by the Contributed Companies.

3.8.2 Except as set forth on **Schedule 3.8.2**, no Person other than the Contributed Companies owns any personal property, equipment or other tangible assets or properties used by the Contributed Companies and the Contributed Companies have good and marketable title to, or, in the case of leased or licensed properties and assets, a valid leasehold or license interest in, all of such properties and assets used by the Contributed Companies (collectively, the "Operating Assets"). The Operating Assets include all of the personal property assets and related rights of the Contributed Companies that are necessary or material to the operation of the Contributed Companies as currently conducted in the ordinary course.

3.8.3 All properties and assets reflected in the Most Recent Financial Statements are free and clear of all Encumbrances except those listed on **Schedule 3.8.3**.

3.8.4 The Contributed Companies have not received any written notices from any insurance companies, Governmental Authorities or from any other Persons (a) of any conditions, defects or inadequacies with respect to the Real Property (including health hazards or dangers, nuisance or waste), which, if not corrected, would result in termination of insurance coverage or increase its costs therefor, (b) with respect to any violation of any applicable zoning Legal Requirements, (c) that the use at the Real Property by the Contributed Companies does not comply with applicable building, traffic, flood control, fire safety, handicap or similar Legal Requirements with respect to the Real Property, (3) of any pending or threatened condemnation proceeding with respect to the Real Property, or (4) of any proceedings which could cause the change, redefinition or other modification of the zoning classification of the Real Property or access thereto from any public right-of-way.

3.8.5 The Contributed Companies have no material obligation to any Governmental Authority or any other Person to pay or contribute property or money or to construct, install or maintain any improvements on or off the Real Property.

3.8.6 The Contributed Companies are each in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

3.9 Material Contracts. **Schedule 3.9** sets forth the following Contracts to which any of the Contributed Companies are currently a party and which are material to the operation of the Contributed Companies (all such Contracts are referred to collectively as the "Material Contracts"):

3.9.1 each Contract between the Contributed Companies and a Health Care Provider involving annual payments in excess of

3.9.2 each Contract under which the Contributed Companies have created, incurred, assumed or guaranteed (or may create, incur, assume or guarantee) any Indebtedness or under which the Contributed Companies have imposed (or may impose) a security interest or lien on any of its assets, whether tangible or intangible;

3.9.3 each services, vendor or consulting Contract involving annual payments in excess of , and each Contract relating to employment, severance or indemnification obligations (excluding any Contract the principle purpose of which is not to provide indemnification);

3.9.4 each administrative services Contract, including third party administrator and pharmacy benefit manager agreements with an annual cost exceeding ;

3.9.5 each Contract that involves annual payments in excess of in the most recent calendar year and: (i) requires the payment of cash or other assets as a result of the Closing of the transactions contemplated by this Agreement, or (ii) would cause a default or breach or give rise to a right of termination as a result of the transactions contemplated by this Agreement, absent obtaining any required consents;

3.9.6 all collective bargaining or other labor union Contracts to which the Contributed Companies are subject;

3.9.7 all licenses and licensing Contracts involving annual payments in excess of , and any Contracts pertaining to any Intellectual Property involving annual payments in excess of (other than mass-marketed, off-the-shelf software procured under "shrink-wrap", "click-wrap" or similar types of licenses);

3.9.8 each lease for the Leased Real Property;

3.9.9 all joint venture, partnership or limited liability company agreements;

3.9.10 all management Contracts, services Contracts and other Contracts relating to the business and operation of the Contributed Companies involving annual payments in excess of ; and

3.9.11 each Contract between the Contributed Companies and SSM or its Affiliates.

All the Material Contracts are valid, in full force and effect, and binding upon the Contributed Companies and, to SSM's Knowledge, the other parties thereto in accordance with their terms. All obligations to be performed under the terms of the Material Contracts have been performed to the extent such obligations to perform have accrued, and no act or omission by the Contributed Companies has occurred or failed to occur which, with the giving of notice, the lapse of time or both would constitute a default under the Material Contracts. SSM has made available to Medica complete and correct copies of all of the Material Contracts, together with all amendments thereto, including accurate descriptions of all oral agreements.

3.10 Intellectual Property. Except as set forth on **Schedule 3.10**, the business and operations of the Contributed Companies do not require the use of or consist of any Intellectual Property. The Contributed Companies own, or are validly licensed or otherwise have the full and exclusive right to use in connection with their business and operations all of the Intellectual Property listed on **Schedule 3.10**. The Contributed Companies have not transferred, encumbered or licensed to any Person any rights to own or use any portion of the Intellectual Property listed on **Schedule 3.10** or any other intellectual property, if any, included within the Operating Assets. To SSM's Knowledge, (a) none of the items listed on **Schedule 3.10** or any intellectual property included within the Operating Assets, if any, is being infringed upon by any Person, and (b) the business and operations of the Contributed Companies as presently conducted, do not violate or infringe the Intellectual Property of any other Person.

3.11 Policies. Except as provided in **Schedule 3.11**, all of the Contributed Companies' insurance policies or evidences of coverage and all amendments, riders and forms used in connection with such policies have been properly approved or deemed approved by appropriate insurance regulatory authorities, to the extent required by Legal Requirements, and have been validly issued to policyholders in compliance in all material respects with applicable state Legal Requirements. SSM has made available to Medica true, correct and complete specimen copies of all forms representing the policies and evidences of coverage. The rates charged by the Contributed Companies have been determined in accordance with customary actuarial principles and practices, and are not based on any impermissible classification of the proposed insureds under the policies and evidences of coverage. Except as specified in **Schedule 3.11**, the Contributed

Companies have conducted their business, including the underwriting, sale, issuance and administration of the policies and evidences of coverage, in material compliance with the terms and conditions of each policy or evidence of coverage.

3.12 Related Party Transactions. Except as disclosed on **Schedule 3.12**, no Related Person of the Contributed Companies has, or has had, any interest in any property (whether real, personal, or mixed and whether tangible or intangible) used in or pertaining to the business of the Contributed Companies. Except as disclosed on **Schedule 3.12**, no Related Person of the Contributed Companies owns or has owned (of record or as a beneficial owner) an Equity Interest or any other financial or profit interest, directly or indirectly, in a Person that has had business dealings or a material financial interest in any transaction with the Contributed Companies, including any interest in any Person that purchases from or sells, licenses, leases or furnishes to the Contributed Companies any goods, services, inventory or other assets or property, intellectual property or other property rights or services. Except as set forth on **Schedule 3.12**, no Related Person of the Contributed Companies is a party to any Material Contract or, to SSM's Knowledge, has any claim or right against the Contributed Companies.

3.13 Employee Matters.

3.13.1 SSM has made available (a) the names of all persons who are employees of the Contributed Companies, whether such employees are full time or part time, and whether such employees are on a leave of absence (collectively, the "Company Employees"), as well as (b) each Company Employee's employer, current base salary, job title and full time, part time, or short/long term disability or leave status. To SSM's Knowledge, no Company Employee (x) fails to satisfy the applicable Contributed Company's criteria to become or remain employed in good standing, or (y) has engaged in any act or omission warranting termination by the Contributed Companies.

3.13.2 SSM has made available (a) the names of all persons who are employees of SSM or its Affiliates other than the Contributed Companies that perform services solely on behalf of the Contributed Companies, through an employee lease, loan, assignment or other similar arrangement, whether such employees are full time or part time, and whether such employees are on a leave of absence for any reason, as well as (b) each such employee's current base salary and job title.

3.13.3 There is and has been no work slowdown, lockout, stoppage, picketing or strike pending or threatened between the Contributed Companies and the Company Employees. Except as set forth on **Schedule 3.13.3**, the Contributed Companies are currently in material compliance and, during the three (3) year period prior to the Closing Date, have been in compliance in all material respects with all applicable Legal Requirements respecting employment and employment practices, including those related to wages, hours and the payment and withholding of Taxes. To SSM's Knowledge, no independent contractor, temporary employee, leased employee, volunteer or any other servant or agent compensated other than through reportable wages as a Company Employee has been improperly excluded from any Employee Benefit Plan. There are no unfair labor practice complaints pending or, to SSM's Knowledge, threatened against the Contributed Companies before the National Labor Relations Board or any other

Governmental Authority. To SSM's Knowledge, there is no charge of discrimination in employment or employment practices now pending or, to SSM's Knowledge, threatened before the United States Equal Employment Opportunity Commission or any other Governmental Authority in any jurisdiction in which the Contributed Companies have previously employed or currently employ any Company Employee. No Company Employee is represented by a labor union in connection with his or her employment. None of the Contributed Companies is a party to, or otherwise subject to, any collective bargaining agreement or other similar labor union Contract and, to SSM's Knowledge, there is no organizational activity being made or threatened by or on behalf of any labor union with respect to any Company Employee.

3.14 Employee Benefit Plans.

3.14.1 All employee welfare benefit plans established or maintained by or on behalf of the Contributed Companies, or with respect to which the Contributed Companies sponsor, maintain, have contributed, or are required to contribute, or may have any liability, are listed on **Schedule 3.14.1** (the "ERISA Welfare Plans"). All employee pension benefit plans, established or maintained by or on behalf of the Contributed Companies, or with respect to which the Contributed Companies have contributed, are required to contribute, or may have any liability, are listed on **Schedule 3.14.1** (the "ERISA Pension Plans" and together with the ERISA Welfare Plans and any other supplemental retirement, health, life, or disability insurance, dependent care, employee pension benefit, welfare benefit, other insurance-type benefits, fringe benefit, incentive or deferred compensation or other employment benefit plan or employment, equity or equity-based compensation, severance, change in control, retention or employment termination Contract between the Contributed Companies and an individual involving any present or future right to compensation or benefits, the "Employee Benefit Plans").

3.14.2 With respect to each Employee Benefit Plan, SSM has made available to Medica correct and complete current copies of (a) such Employee Benefit Plan, including all amendments to such plans, (b) all summary plan descriptions and the most recent benefits booklet provided to employees utilized in the operations of the Contributed Companies, (c) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto, if applicable, (d) any related trust agreement or other funding instrument, (e) the most recent determination letter or opinion letter from the Internal Revenue Service, and (f) all material communications with respect to the Employee Benefit Plans received from any Governmental Authority within the last three (3) years.

3.14.3 Except as set forth on **Schedule 3.14.3**:

(a) each Employee Benefit Plan has been maintained, funded, operated and administered in compliance with such plan's terms and applicable Legal Requirements, no Employee Benefit Plan has any unfunded benefits that are not fully reflected in the Financial Statements, all material reports, returns and similar documents required to be filed with any Governmental Authority or distributed to any Employee Benefit Plan participant have been timely filed or distributed, and

no Employee Benefit Plan is, or has been, the subject of an audit or examination or by a Governmental Authority;

(b) none of the Contributed Companies provides or is obligated to provide any post-employment welfare benefits for any of its current or former employees (including the Company Employees), or their respective eligible dependents, except for providing group health plan continuation coverage under Part 6 of Title I of ERISA and under Section 4980B of the Code;

(c) there is no Action, other than routine uncontested claims for benefits, pending or, to SSM's Knowledge, threatened against any Employee Benefit Plan or otherwise involving or pertaining to any such plan;

(d) no "prohibited transaction" (as such term is defined in Section 4975 of the Code or Section 406 of ERISA) has occurred with respect to any Employee Benefit Plan which could result in a material tax or penalty on the Contributed Companies under Section 4975 of the Code or Section 502(i) of ERISA;

(e) with respect to each Employee Benefit Plan currently maintained or contributed to by any Person which is under common control with the Contributed Companies as determined under Code Section 414 or Section 4001(b) of ERISA, no event has occurred and no condition exists that could result in any liability (including liability under any indemnification agreement) under Sections 280G, 4975, 4980B or 4999 of the Code or Sections 502, 601, 606 or 4201 of ERISA;

(f) the Contributed Companies have received favorable determination or opinion letters as to the qualification under the Code of each ERISA Pension Plan and there have been no developments since the date of such determination or opinion letters which would cause the loss of such qualified status;

(g) no agreement, commitment, or obligation exists to increase any benefits under any Employee Benefit Plan or to adopt any new Employee Benefit Plan and there have been no written statements or communications to any current or former Company Employee by any Person acting for or on behalf of the Contributed Companies that provide for or would reasonably be construed as a Contract or promise by the Contributed Companies to provide for any other supplemental retirement, health, life, or disability insurance, dependent care, employee pension benefit, welfare benefit, other insurance-type benefits, fringe benefit or any incentive or deferred compensation, equity or equity-based compensation, severance, change in control or retention compensation to any such Company Employee, other than benefits under the Employee Benefit Plans;

(h) no Employee Benefit Plan provides for any accelerated payments, deemed satisfaction of goals or conditions, new or increased benefits, or vesting conditioned in whole or in part upon a change in control of the Contributed Companies and none of the Contributed Companies provide any benefits to

Company Employees through a "multi-employer welfare arrangement," as defined in Section 3(40)(A) of ERISA;

(i) no Employee Benefit Plan currently maintained or contributed to or previously maintained or contributed to in the last seven (7) year period constitutes (a) a multi-employer plan under Section 3(37) of ERISA, (b) an "employee pension benefit plan," within the meaning of Section 3(2) of ERISA that is subject to Title IV of ERISA, Section 412 or 430 of the Code, or Section 302 of ERISA, (c) a "multiple employer plan" as defined in Section 413 of the Code, or (d) a "funded welfare plan" within the meaning of Section 419 of the Code;

(j) each Employee Benefit Plan which is a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code is in compliance in form and operation with Section 409A of the Code; and

(k) none of the Contributed Companies have (i) made any election to defer any payroll Taxes under the CARES Act, (ii) taken, claimed or applied for an employee retention Tax credit or (iii) taken out any loan, received any loan assistance or received any other financial assistance under the CARES Act.

3.15 License and Permits. The Contributed Companies own or possess all material approvals, consents, licenses, permits, certifications, registrations, waivers or other authorizations issued, granted, given, required or otherwise made available by or under the authority of a Governmental Authority necessary for the operation of the business of the Contributed Companies, each of which is set forth on **Schedule 3.15** ("Company Permits"). No loss or expiration of any Company Permit is pending or, to SSM's Knowledge, threatened, by any Governmental Authority other than expiration in accordance with the terms thereof. None of the Contributed Companies has received any written notice of any alleged violation of any Company Permit that remains unresolved. Except as set forth on **Schedule 3.15**, the Contributed Companies are and have been in compliance in all material respects with the terms and requirements of each Company Permit.

3.16 Environmental Matters. Except as set forth on **Schedule 3.16**, (a) the Contributed Companies are and have been in compliance in all material respects with all Environmental Laws applicable to them, (b) the Contributed Companies have all material permits, license, certification, approval, certificate or other similar authorization necessary or required under applicable Environmental Laws ("Environmental Permits") for the operation of the Contributed Companies' business and are and have been in compliance in all material respects with the respective requirements of such Environmental Permits; (c) there is no pending or, to SSM's Knowledge, threatened Action against the Contributed Companies in connection with any past or present violation of or noncompliance with such Environmental Laws or with any liability arising under such Environmental Laws; and (d) there have been no releases of Hazardous Materials in violation of applicable Environmental Laws or Environmental Permits by the Contributed Companies or on, in, under, to or from the Owned Real Property or, to SSM's Knowledge, the Leased Real Property.

3.17 Litigation; Governmental Orders. Except as set forth on **Schedule 3.17**, (a) there is no Action pending or to SSM's Knowledge threatened against the Contributed Companies or the Contributed Companies' property or business; (b) other than matters that have been fully and

finally resolved, no Governmental Order is or has been directed or addressed specifically to the Contributed Companies or the Contributed Companies' property or business; and (c) there is no Governmental Order nor any Action pending or, to SSM's Knowledge, threatened against the SSM Entities that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, the ability of the SSM Entities to carry out the transactions contemplated by this Agreement.

3.18 Insurance. **Schedule 3.18** sets forth a list of all fire, theft, casualty, liability and other insurance policies insuring the Contributed Companies or properties or interests therein, specifying with respect to each such policy the name of the insurer, the risk insured against, the limits of coverage and the deductible amount (if any). All such policies are outstanding and in full force and effect and, except as disclosed on **Schedule 3.18**, will remain so through the Closing Date. There is no default by the Contributed Companies with respect to any provision contained in any such policy, nor has there been any failure to give any notice or present any claim under any such policy in a timely fashion or in the manner or detail required by the policy. Other than as set forth on **Schedule 3.18**, there is no Action or claim pending under any such policy as to which coverage has been questioned, denied, disputed, or is otherwise unavailable.

3.19 Healthcare Compliance. Except as set forth on **Schedule 3.19**,

3.19.1 each of the Contributed Companies is in compliance in all material respects with all applicable Health Care Laws, and, within the past six (6) years, none of the Contributed Companies has violated any Health Care Law applicable to it in any material respect;

3.19.2 no event has occurred within the past (6) years and no circumstance currently exists that (with or without notice or lapse of time) would reasonably be expected to (a) constitute or result in a material violation by the Contributed Companies of any Health Care Laws or (b) give rise to any material obligation on the part of the Contributed Companies to undertake, or to bear all or any portion of the cost of, any remedial action related to a Health Care Law;

3.19.3 within the past six (6) years, none of the Contributed Companies has received any written notice from a Governmental Authority asserting any material violation by the Contributed Companies of applicable Health Care Laws;

3.19.4 none of the Contributed Companies (a) is or has been a party to a Corporate Integrity Agreement, Certification of Compliance Agreement or similar compliance program or obligations mandated by a Governmental Authority; (b) is or has been subject to ongoing reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority related to a Health Care Law; (c) to SSM's Knowledge, is or has been the subject of any investigation conducted by any Governmental Authority related to a Health Care Law; (d) to SSM's Knowledge, is or has been a defendant in any qui tam/False Claims Act litigation; (e) within the last six (6) years, made a voluntary self-disclosure relating to their business pursuant to any Governmental Authority's self-disclosure protocol or otherwise (f) within the last six (6) years, has been served with or received any search warrant, subpoena (excluding those arising in the

ordinary course of business regarding member or policyholder complaints), civil investigative demand or target letter from any Governmental Authority related to a Health Care Law; or (g) within the past six (6) years, has received any written notice from employees or independent contractors of the Contributed Companies or from any Health Care Providers that the Contributed Companies has violated any Health Care Law;

3.19.5 none of the Contributed Companies presently or has, within the past six (6) years, engaged in any activities relating to the business of the Contributed Companies which are cause for criminal or civil penalties under any Health Care Law or mandatory or permissive exclusion from any Health Care Program;

3.19.6 within the past six (6) years, neither the Contributed Companies nor, to SSM's Knowledge, any employee, officer or director of the Contributed Companies has been (a) convicted of, charged with or, to SSM's Knowledge, investigated for a Health Care Program related offense or a violation of any Health Care Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation, or controlled substances, (b) excluded, suspended or barred from participation in or contracting with any Health Care Program, or (c) subject to any Governmental Order related to any Health Care Law with respect to the business of the Contributed Companies;

3.19.7 none of the SSM Entities are excluded from participation in any Health Care Program nor, to SSM's Knowledge, do they employ or have any Contract with any Person who has been excluded from participation in any Health Care Program where such action could reasonably serve as a basis for suspension or exclusion or the imposition of civil money penalties or assessments under any Health Care Program;

3.19.8 the Contributed Companies have timely filed all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with respect thereto, that they were required to file with any Governmental Authority, including without limitation state health and insurance regulatory authorities and any applicable federal regulatory authorities, with respect to their business and all such regulatory filings complied in all material respects with applicable Health Care Laws.

3.19.9 all premium rates, rating plans and policy terms established and currently used by, or approved by a Governmental Authority for use by, the Contributed Companies in connection with their business that are required to be filed with and/or approved by Governmental Authorities have been filed and/or approved, the premiums currently charged in connection with their business conform to the premiums so filed and/or approved and comply in all material respects with the Legal Requirements applicable thereto;

3.19.10 the Contributed Companies and, to the Knowledge of SSM, each authorized broker, producer, consultant, agent, field marketing organization, or third party service provider acting on their behalf, has each marketed, administered, sold and issued insurance and health care benefit products in compliance in all material respects with all

applicable Healthcare Laws, including specifically applicable Healthcare Laws that relate to the compensation of such persons and the licensing of Persons to sell health insurance and health care benefit products;

3.19.11 the Contributed Companies maintain a compliance program that meets in all material respects the regulatory requirements of 42 C.F.R. §422.503(b)(4)(vi) and §423.504(b)(4)(vi) and applicable compliance program guidance issued by CMS and the Office of the Inspector General of the U.S. Department of Health and Human Services;

3.19.12 no validation or program integrity review or audit related to the business of the Contributed Companies (other than normal, routine reviews) by any Governmental Authority is pending, and no such reviews are scheduled or, to the Knowledge of SSM, threatened against or affecting their business;

3.19.13 the Contributed Companies comply in all material respects with all applicable Healthcare Laws related to the Medicare Advantage Program, the Medicare Prescription Drug Benefit Program and the Medicare Section 1876 Cost Plan Program, including with respect to any required reporting, disclosure or documentation on beneficiary enrollment data, Medicare risk adjustment data, risk sharing arrangements, related party agreements, prescription drug costs or other cost reporting data under such programs, and the Contributed Companies are not subject to any pending audits by Governmental Authorities with respect to any of the foregoing;

3.19.14 to the extent that any of the Contributed Companies have identified any overpayments for their business from any Health Care Program, they have notified the applicable agency and returned such overpayments in accordance with the requirements under applicable Healthcare Laws;

3.19.15 the Contributed Companies comply in all material respects with all applicable Legal Requirements under the ACA, including those relating to Qualified Health Plans and Exchanges under the ACA, and the Contributed Companies have not taken any action with respect to any third party subject to the ACA that would cause such third party to be out of compliance with applicable Legal Requirements under the ACA;

3.19.16 since January 1, 2020, the Contributed Companies have been in compliance in all material respect with (a) the CARES Act, (b) applicable standards of the Centers for Disease Control and Prevention and the Occupational Health and Safety Administration related to addressing the COVID-19 public health crisis and (c) all terms and conditions and applicable requirements of any funding, stimulus, benefit or other relief program relating to the COVID-19 public health crisis, including without limitation related to the CARES Act, the Payment Protection Program administered under the CARES Act or Economic Injury Disaster Loans administered by the Small Business Administration;

3.19.17 each of the Contributed Companies: (a) is currently conducting its business in compliance in all material respects with all other applicable Legal Requirements governing the privacy, security, or confidentiality of "Personal Information" (or similar terms such as "Personally Identifiable Information," as defined by HIPAA),

medical records, and/or other records generated in the course of providing or paying for health care services (collectively, "Personal Information"), including all state Legal Requirements pertaining to Personal Information to the extent not preempted by HIPAA (collectively, "Privacy Laws"); and (b) has conducted and maintains records of all HIPAA risk assessments;

3.19.18 within the past six (6) years, to SSM's Knowledge, there have been no complaints to or investigations by the Office for Civil Rights with respect to HIPAA compliance by the Contributed Companies or their business associates or subcontractors. None of the Contributed Companies has experienced any: (i) material breach of security, as defined by the Privacy Laws, or to SSM's Knowledge other unauthorized access or use of any of the Company Business Systems with respect to Personal Information; (ii) "Breach" of "Unsecured Protected Health Information," as such terms are defined by HIPAA; or (iii) "Security Incident," as defined by HIPAA, except for any Security Incident that has not resulted in, and would not reasonably be expected to result in, material liability to the Contributed Companies; and

3.19.19 SSM has made available to Medica copies of those business associate agreements pertaining to arrangements under Material Contracts and under which the Contributed Companies are currently a business associate or a covered entity, as such terms are defined under HIPAA, and the Contributed Companies are not in material breach of any business associate agreement.

3.20 Privacy and Data Protection. Except as set forth on **Schedule 3.20**, each of the Contributed Companies (a) is currently conducting its business in compliance in all material respects with all Data Security Requirements and (b) has implemented, updated, maintained and utilized commercially reasonable efforts to enforce the Contributed Companies' policies, programs, procedures and systems (collectively, "Privacy Policies") with respect to the collection, use, storage, transfer, retention, deletion, destruction, disclosure and other forms of processing of any and all Personal Information, as are reasonable and appropriate to protect, physically and electronically, information and assets from unauthorized disclosure, access, use, dissemination or modification. None of the Contributed Companies has experienced any: (i) material breach, misappropriation or unauthorized disclosure, access, use, dissemination or modification of any Personal Information; or (ii) material breach or material violation of any Privacy Policies except as has not resulted in, and would not reasonably be expected to result in, material liability to the Contributed Companies. The transactions contemplated by this Agreement will not result in any liabilities in connection with any Data Security Requirements.

3.21 Certain Business Practices. Neither the Contributed Companies nor, to SSM's Knowledge, any of their respective directors, officers, agents, representatives or employees (in their capacity as directors, officers, agents, representatives or employees of the Contributed Companies) has in respect of the Contributed Companies' business: (a) used any funds for contributions, gifts, entertainment or other expenses in each case that are not in compliance with Legal Requirements relating to political activity in respect of the business of the Contributed Companies; (b) directly or indirectly paid or delivered any fee, commission or other sum of money or item of property, however characterized, to any finder, agent or other party acting on behalf of or under the auspices of a governmental official or Governmental Authority, in the United States

or any other country, which is not in compliance with Legal Requirements of the United States or any other country having jurisdiction; or (c) made any payment to any customer or supplier of the Contributed Companies or any officer, director, partner, employee or agent of any such customer or supplier, in each case that is not in compliance with Legal Requirements.

3.22 Brokers. Except as listed in **Schedule 3.24**, none of the SSM Entities has incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.

4. REPRESENTATIONS AND WARRANTIES OF MEDICA.

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Medica represents and warrants to SSM that the statements contained in this Section 4 are true and correct as of the Execution Date.

4.1 Organization. Each Medica Entity is duly organized, validly existing and in good standing under the laws of the state of its formation, registration or incorporation, and (b) duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or licensed by it or the nature of its business makes such qualification, licensing or good standing necessary. Each Medica Entity has full power and authority to carry on its business as presently conducted and to own and use the properties and assets now owned and used by it.

4.2 Power and Authorization. Medica has all rights, powers and authority to execute and deliver this Agreement and to perform its obligations hereunder and no further action is necessary to authorize and implement such transactions or to make this Agreement and the Ancillary Documents (to the extent a party thereto) valid and binding upon the Medica Entities in accordance with their respective terms. This Agreement and the Ancillary Documents constitute the legal, valid, and binding obligations of the Medica Entities (to the extent a party thereto), enforceable against the Medica Entities in accordance with their terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Legal Requirements affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 No Violation; Approval and Consents. The execution, delivery and performance of this Agreement and the Ancillary Documents will not, directly or indirectly (with or without notice or lapse of time):

4.3.1 contravene, conflict with, or result in a violation of any provision of the Organizational Documents of the Medica Entities;

4.3.2 require the consent, waiver, approval, order or authorization of, or filing with, any Governmental Authority other than as listed on **Schedule 4.3.2** or required filings under the HSR Act;

4.3.3 result in a violation of any Legal Requirement or Governmental Order to which the Medica Entities are subject, provided all consents, waivers, approvals, orders, authorizations and filings listed on **Schedule 4.3.2** have been obtained or made; or

4.3.4 result in a material breach, violation or termination of, or acceleration of obligations under, or default under, or require the consent of any third party under, any Contract to which a Medica Entity is a party, except for such breaches, violations, terminations, accelerations, defaults or consents as would not reasonably be expected to prevent or materially impair or materially delay the ability to consummate the transactions contemplated hereby.

4.4 Governmental Orders. There is no Governmental Order nor any Action pending or, to Medica's Knowledge, threatened against the Medica Entities that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, the ability of the Medica Entities to carry out the transactions contemplated by this Agreement.

4.5 Availability of Funds. Medica has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

4.6 Exclusion. None of the Medica Entities are excluded, suspended or barred from participation in any Health Care Program nor, to Medica's Knowledge, they employ or have any Contract with any Person who has been excluded, suspended or barred from participation in any Health Care Program where such action could reasonably serve as a basis for suspension or exclusion or the imposition of civil money penalties or assessments under any Health Care Program.

4.7 Brokers. None of the Medica Entities have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.

5. PRE-CLOSING COVENANTS.

5.1 Access. From the Execution Date until the Closing or the termination of this Agreement, upon reasonable notice, SSM will afford Medica and its officers and authorized representatives with reasonable access to (a) all financial and operational books and records of the Contributed Companies, and those financial and operational books and records of the SSM Entities relating to the Contributed Companies, and (b) the employees of the Contributed Companies, and those employees of the SSM Entities who work on behalf of the Contributed Companies, subject in all cases to applicable privacy and confidentiality limitations applicable to such access and provided that such access shall be subject to prior reasonable approval by SSM and coordinated through Dean Sutton or such other representatives as may be designated in writing by SSM for such purpose. Medica shall keep any information or observations received as a result of such access confidential and limit the use thereof solely for purposes of this transaction all in accordance with the Confidentiality Agreement and the Clean Team Agreement. The right of access and inspection of Medica hereunder shall be exercised in such a manner as not to interfere unreasonably with the operations of the Contributed Companies.

5.2 Continuation of Business. Except as may be necessary to effect the transactions provided for herein, from the Execution Date until the Closing, SSM shall use commercially reasonable efforts to:

5.2.1 conduct all of the Contributed Companies' business, as applicable, in material compliance with all applicable Legal Requirements and only in the usual and ordinary course of business as it has previously been conducted;

5.2.2 maintain the Contributed Companies' assets in good working order and condition as at present, ordinary wear and tear excepted;

5.2.3 perform all of the Contributed Companies' material obligations under agreements relating to or affecting such Person, unless disputed in good faith;

5.2.4 keep in full force and effect the currently effective insurance policies insuring the Contributed Companies, as applicable; and

5.2.5 consistent with the Contributed Companies' past practices, maintain and preserve the Contributed Companies' business and business organizations intact, maintain the retention agreements listed on **Schedule 7.3.5** with Key Personnel and retain contracted Health Care Providers, suppliers and others having business relations with them pursuant to Material Contracts; provided that nothing contained herein shall be construed to limit in any way such right of the Contributed Companies to terminate employees or certain products as permitted by applicable Legal Requirements.

5.3 Material Contracts Consents. If any of the Contributed Companies' Material Contracts contain provisions giving any Health Care Provider or other Person rights to terminate such Material Contract upon the change in ownership or control of the Contributed Companies that are triggered by the transactions contemplated by this Agreement, then SSM will cooperate with Medica and use commercially reasonable efforts to obtain any necessary consents to such change in ownership or control.

5.4 Transactions Requiring Consent. Except as may be necessary to effect the transactions provided for herein, from the Execution Date until the Closing Date, SSM shall cause the Contributed Companies to not undertake any of the following without the prior written consent of Medica, which consent will not be unreasonably withheld, conditioned or delayed:

5.4.1 sell, transfer, convey or otherwise remove any of the Operating Assets, except in the ordinary course of business or outside the ordinary course in an amount not to exceed $100,000 in any single transaction;

5.4.2 enter into any (a) Contract of a type that would be considered a Material Contract if it had been in force as of the Execution Date or (b) other commitment in excess of $500,000 annually with respect to the business and operations of the Contributed Companies; provided, however, that the foregoing shall not prohibit the entry of Material Contracts described in Section 3.9.1 (contracts with Health Care Providers) in the ordinary course of business or the automatic renewal of any Contract according to its terms;

5.4.3 create or assume any Encumbrance upon any Operating Asset, whether now owned or hereafter acquired;

5.4.4 make any loan other than loans or advances made in the ordinary course of business consistent with past practice;

5.4.5 incur or agree to incur any Indebtedness other than normal trade payables in the ordinary course of business consistent with past practices;

5.4.6 prepay any debt or obligation prior to its stated maturity (except pursuant to an existing amortization payment schedule or to comply with the terms of this Agreement);

5.4.7 amend or terminate any Material Contract (including any provider agreement between the Contributed Companies and SSM or its Affiliates) or change any employee compensation, except for normal annual salary increases implemented in accordance with past practices; provided, however, that the foregoing shall not prohibit the amendment or termination of Material Contracts described in Section 3.9.1 (contracts with Health Care Providers) in the ordinary course of business; or

5.4.8 fail to pay any obligation prior to it becoming delinquent unless such obligation has been offset with the permission of the applicable lender or is being contested in good faith.

5.5 Performance Covenant. Each party covenants and agrees that it will take commercially reasonable action within its power and authority to duly and timely carry out all of its obligations hereunder, to perform and comply with all of the covenants and agreements hereunder applicable to it and to cause all conditions to the obligations of the other party to complete the Closing to be satisfied as promptly as possible. No such action shall require the initiation of litigation by either party, the expenditure of any monetary sum outside of customary filing fees or the divestiture of any asset.

5.6 Costs of Agreement. Each party agrees to bear all of its own expenses incurred in preparing or complying with this Agreement, including all legal and accounting expenses and fees.

5.7 Governmental Approvals.

5.7.1 In addition to the HSR Act pre-merger notification addressed in Section 5.8 below, each of the parties and their representatives and counsel shall use its commercially reasonable efforts to take, or cause to be taken, and to do or cause to be done, and to cooperate in, all actions reasonable, necessary, advisable or proper in obtaining all governmental consents, approvals and licenses which may be required by any Governmental Authority as a result of the transactions contemplated herein. Such actions shall include preparing and filing as promptly as practicable all documentation to effect all necessary notices, reports, applications and other filings and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or Governmental Authority, including obtaining approval from the Insurance Commissioner. Without limiting the generality of

the foregoing, the parties shall conduct an initial meeting with the applicable Insurance Commissioners within five (5) Business Days after the Execution Date, or on such other date as the parties may mutually agree, to confirm the process for filing with each applicable Insurance Commissioner an application on Form A, and accompanying Form D and Form E filings to the extent required, for the transactions contemplated herein and shall use commercially reasonable efforts to file such applications within five (5) Business Days after receiving such confirmation.

5.7.2 SSM shall, upon reasonable request by Medica, provide all information concerning the SSM Entities and their directors, managers, officers and Equity Interest owners, as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made by or on behalf of either party to any third party, including any Governmental Authority, in connection with the transactions contemplated herein.

5.7.3 Each party shall keep the other party apprised of the status of matters relating to completion of the transactions contemplated herein, including promptly furnishing the other with copies of material written notices or other material written communications received by such party from any Governmental Authority, with respect to the transactions contemplated herein.

5.7.4 Prior to making any filing, notice, petition, statement, registration or application to or with any Governmental Authority in connection with obtaining consents for the transactions contemplated herein (including responses to questions or requests received from any Governmental Authority subsequent to an initial filing), and except as may be required by applicable Legal Requirements, each party shall use commercially reasonable efforts to consult with the other party with respect to (and, to the extent reasonably practicable, give the other party an opportunity to comment on) the content of such filing, notice, petition, statement, registration or application and to provide the other party with copies of the proposed filing, notice, petition, statement, registration or application.

5.7.5 Unless prohibited by applicable Legal Requirements, each party shall give prompt written notice to the other if it or any of its Affiliates receives any notice or other communication from any Governmental Authority in connection with the transactions contemplated herein and, in the case of any such notice or communication which is in writing, promptly furnish to the other a copy thereof.

5.8 HSR Act Notification.

5.8.1 Within ten (10) Business Days after the Execution Date, or on such other date as the parties may mutually agree, Medica and SSM each shall file an HSR Act pre-merger notification concerning the transactions contemplated hereby with the FTC and the Justice Department under the HSR Act. The parties agree to take all commercially reasonable actions necessary to ensure that the waiting period imposed under the HSR Act terminates or expires within thirty (30) days after filing of their HSR Act pre-merger notification, including filing all reports or other documents required or requested by the FTC or the Justice Department under the HSR Act and promptly complying with any

requests by the FTC or the Justice Department for additional information concerning the transactions contemplated hereby so that the waiting period specified in the HSR Act will expire or be terminated as soon as reasonably possible after the execution and delivery of this Agreement.

5.8.2 The parties shall keep each other apprised of the status of matters relating to the completion of the transactions contemplated hereby and work cooperatively in connection with obtaining the requisite clearances, approvals, consents, and expirations or terminations of waiting periods under the HSR Act or any other Antitrust Laws, including:

(a) cooperating with each other in connection with filings or reviews under the HSR Act or any other Antitrust Laws;

(b) furnishing to the other party or their respective counsel all information within its possession that is reasonably required for any application or other filing to be made by the other party pursuant to the HSR Act or any other Antitrust Laws in connection with the transactions contemplated hereby;

(c) promptly notifying each other of any communications from or with the FTC, the Justice Department or any other Governmental Authority to the extent relating to the antitrust aspects of the transactions contemplated hereby;

(d) not agreeing to participate or participating in any meeting or discussion with the FTC or the Justice Department (or other Governmental Authority) to the extent relating to obtaining such clearances, approvals, or consents (including any discussion relating to the antitrust merits, any potential remedies, commitments or undertakings or the Closing), unless it consults with the other party in advance, and to the extent permitted by either the FTC or the Justice Department (or other Governmental Authority), gives the other party the opportunity to attend and participate thereat to the extent permitted by law; and

(e) consulting and cooperating with one another in connection with all analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either party in connection with proceedings under or relating to the HSR Act or any other Antitrust Laws to the extent relating to obtaining such clearances, approvals, consents or orders.

5.9 No-Shop Clause. From the Execution Date until the Closing, unless this Agreement is earlier terminated as provided herein, none of the SSM Entities nor any other SSM Affiliate shall, without the prior written consent of Medica (which may be withheld at Medica's sole discretion), offer, solicit or engage in any discussions with any other Person regarding a sale of the Contributed Companies' assets or any Equity Interests of the Contributed Companies, a merger or consolidation of the Contributed Companies, or any management agreement, joint venture agreement or similar arrangement involving the Contributed Companies, nor enter into any letter of intent, memorandum of understanding or other agreement with any Person with respect to any of the forgoing.

5.10 Interim Operating Reports. During the period prior to the Closing, SSM shall (a) confer on a regular and monthly basis with Medica to report material operational matters relating to the Contributed Companies, and to report the general status of on-going operations including delivering to Medica, as soon as reasonably practicable following the end of each month, copies of the unaudited balance sheets and the related unaudited statements of income and cash flows for the Contributed Companies for each month then ended, and (b) notify Medica in writing of any event or change that has or would reasonably be expected to have a Material Adverse Effect, any unexpected emergency or other unanticipated material change in the business of the Contributed Companies, any material complaints, investigations or hearings or adjudicatory proceedings (or communications indicating that the same may be contemplated) by any Governmental Authority, or any Action that has been filed or threatened against the Contributed Companies.

5.11 Updates to Schedules. From the Execution Date until the Closing, SSM shall provide timely updates to any Disclosure Schedules that are or become inaccurate or incomplete due to events that have occurred or been discovered after the Execution Date (each, a "Schedule Supplement") and provide written notice of any such Schedule Supplement to Medica. SSM shall deliver the cumulative updated Disclosure Schedules, inclusive of all Schedule Supplements (if any), to Medica at least five (5) Business Days prior to the Closing. Medica shall have the right to object to any Schedule Supplement that has not been previously approved in writing by Medica under Section 5.4 or otherwise by providing written notice to SSM that Medica considers any new item disclosed in a Schedule Supplement to constitute a Material Adverse Effect, in which event Medica may terminate this Agreement by written notice pursuant to Section 8.2.3 as Medica's sole remedy, except in the case of willful breach, misrepresentation or fraud. Any disclosure in any Schedule Supplement that has not been previously approved in writing by Medica under Section 5.4 or otherwise shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement for purposes of the indemnification rights contained in this Agreement, with such indemnification rights constituting Medica's sole remedy with respect to any such breach of representation or warranty, except in the case of intentional misrepresentation or fraud.

5.12 Non-Solicitation of Employees. Between the Execution Date and the Closing, neither party shall, directly or indirectly, solicit or hire any employee of the other party or take any action to solicit or encourage any such employee to terminate his or her employment with the other party or its Affiliates; provided, however, that general advertisements, participation in job fairs or website postings shall not constitute a breach of the foregoing as long as they are not primarily directed or targeted at employees of the other party or its Affiliates.

5.13 Tail Insurance. SSM shall maintain its current insurance program as described on Schedule 3.19 ("Corporate Insurance Program") in full force and effect, with no reduction in the coverage available to the Contributed Companies, for a period following the Closing such that there will be continued coverage for all liability claims arising out of periods prior to the Closing. In the event that SSM fails to maintain substantially in place any claims-made insurance coverage under such Corporate Insurance Program, SSM shall obtain an extended reporting period endorsement under the Corporate Insurance Program, with the same minimum coverage ("Tail Insurance Coverage"), to insure against all applicable claims in connection with the operation of the Contributed Companies prior to the Closing. The Tail Insurance shall be retroactive such that

it covers all periods prior to the Closing and the Newco Companies shall be included as additional insured parties pursuant to such Tail Insurance Coverage.

5.14 Employee Benefit Plan Changes. Prior to the Closing Date, none of the Contributed Companies shall adopt any new Employee Benefit Plan or amend or terminate any of their existing Employee Benefit Plans.

6. CONDITIONS TO CLOSING.

6.1 Conditions To Obligations Of Medica. The obligation of Medica to consummate the Closing is subject to the satisfaction or waiver on or prior to the Closing of each of the following conditions:

6.1.1 The HSR Act pre-merger notification filings of Medica and SSM shall have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

6.1.2 The parties shall have obtained all consents, authorizations, orders, approvals, licenses, certificates, permits and rulings of, and submitted all notices to, all applicable Governmental Authorities, including Insurance Commissioner approval (and any waiting periods shall have expired in connection therewith), in each case, in form and substance reasonably satisfactory to the parties, that are required to effectuate the Closing, and no such consent, authorization, order, approval, license, certificate, permit or ruling shall have been revoked or cancelled.

6.1.3 No Governmental Order shall have issued that has the effect of (a) making the transactions contemplated by this Agreement illegal, (b) otherwise restraining or prohibiting consummation of such transactions, or (c) causing any of the transactions contemplated hereunder to be rescinded following completion thereof, and no Governmental Authority or third party shall have commenced or threatened in writing to commence any Action that seeks to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

6.1.4 All of the representations and warranties of SSM contained in this Agreement shall be true and correct on and as of the Execution Date and on and as of the Closing Date with the same effect as though made at and as of such date, except where the failure of any such representation and warranty to be true and correct would not, individually or in the aggregate, reasonably be expected to give rise to a Material Adverse Effect.

6.1.5 SSM shall have forecasted the risk-based capital requirements of the Contributed Companies and shall have made any required contribution of capital to the Contributed Companies to ensure that the Estimated Total Adjusted Capital of the Contributed Companies as of the Closing Date is not less than the RBC Minimum.

6.1.6 At least of the individuals identified as Key Personnel shall be employed and serving in their roles as identified on **Schedule 1(a)** as of the Closing Date. Individuals unable to serve in such roles due to death or disability prior to the Closing

Date shall be counted as employed and serving in such roles as of the Closing Date for purposes of this Section 6.1.6.

6.1.7 SSM shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with on or prior to the Closing.

6.1.8 Since the Execution Date, no event or change shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect.

6.1.9 Medica shall have received the items to be delivered at the Closing by SSM pursuant to Section 2.5.2 in form and substance satisfactory to Medica.

6.1.10 The parties shall have reached mutual agreement on the form and content of each of the Ancillary Documents, to the extent not already set forth in an Exhibit to this Agreement, or, in the sole discretion of Medica, one or more binding term sheets regarding such documents.

6.1.11 DHP shall have obtained a written agreement from the Prevea Parties that waives any right of termination upon a Change of Control under the Prevea Agreements and DHP shall have not received any notice or communication from the Prevea Parties indicating that they will not agree to renew or extend the term of the Prevea Agreements beyond their current expiration date of December 31, 2023.

6.1.12 SSM shall have executed an indemnification agreement to reimburse DHP for the full amount of any repayment obligation with respect to the Prevea Surplus Notes in form and substance satisfactory to Medica.

6.2 Conditions To The Obligations Of SSM. The obligation of SSM to consummate the Closing is subject to the satisfaction or waiver on or prior to the Closing Date of each of the following conditions:

6.2.1 The HSR Act pre-merger notification filings of Medica and SSM shall have been made and the applicable waiting period and any extensions thereof shall have expired or been terminated.

6.2.2 The parties shall have obtained all consents, authorizations, orders, approvals, licenses, certificates, permits and rulings of, and submitted all notices to, all applicable Governmental Authorities, including Insurance Commissioner approval (and any waiting periods shall have expired in connection therewith), in each case in form and substance reasonably satisfactory to the parties, that are required to effectuate the Closing, and no such consent, authorization, order, approval, license, certificate, permit or ruling shall have been revoked or cancelled.

6.2.3 No Governmental Order shall have issued that has the effect of (a) making the transactions contemplated by this Agreement illegal, (b) otherwise restraining or prohibiting consummation of such transactions, or (c) causing any of the transactions contemplated hereunder to be rescinded following completion thereof, and no

Governmental Authority or third party shall have commenced or threatened in writing to commence any Action that seeks to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

6.2.4 All of the representations and warranties of Medica contained in this Agreement shall be true and correct on and as of the Execution Date and on and as of the Closing Date with the same effect as though made at and as of such date.

6.2.5 Since the Execution Date, no event or change shall have occurred that has had, or would reasonably be expected to have, a Material Adverse Effect as to Medica and its Affiliates.

6.2.6 Medica shall have duly performed and complied in all material respects with all agreements, covenants and conditions of Medica required by this Agreement.

6.2.7 SSM shall have received all consents, approvals or authorizations set forth on **Schedule 2.5.2(f)**;

6.2.8 SSM shall have received the items to be delivered at the Closing by Medica pursuant to Section 2.5.1 in form and substance satisfactory to SSM.

6.2.9 The parties shall have reached mutual agreement on the form and content of each of the Ancillary Documents, to the extent not already set forth in an Exhibit to this Agreement, or, in the sole discretion of SSM, one or more binding term sheets regarding such documents.

7. POST-CLOSING COVENANTS.

7.1 Risk-Based Capital, Net Working Capital and Indebtedness True-Up. The Estimated Total Adjusted Capital, Estimated Net Working Capital and Estimated DHSC Indebtedness used to determine the Estimated Purchase Price shall be subject to reconciliation and further adjustment in accordance with this Section 7.1 to the extent that (i) the Total Adjusted Capital for the Regulated Companies as of the Closing Date is determined to be less or greater than the Estimated Total Adjusted Capital, (ii) the Net Working Capital for DHSC as of the Closing Date is determined to be less or greater than the Estimated Net Working Capital and/or (iii) the Indebtedness of DHSC as of the Closing Date is determined to be less or greater than the Estimated DHSC Indebtedness.

7.1.1 Within ninety (90) days following the Closing Date, or such other date as the parties may mutually agree in writing, Medica shall prepare, or cause to be prepared, and deliver to SSM a draft of the Closing Date Balance Sheet (which, if the Closing Date is January 1, 2022, will be the audited balance sheet as of December 31, 2021 if available), and a statement (the "Closing Statement") setting forth Medica's good faith calculation of (i) the actual Total Adjusted Capital of the Regulated Companies as of the Closing Date, (ii) the actual Net Working Capital of DHSC as of the Closing Date and (iii) the actual Indebtedness of DHSC as of the Closing Date, which shall quantify in reasonable detail each item included in such calculation, in each case calculated in accordance with the applicable terms of this Agreement and the draft Closing Date Balance Sheet. Each party

and its accountants shall be provided reasonable access to review the financial books and records of the Contributed Companies and to discuss any questions relating to the preparation of the draft Closing Date Balance Sheet and Closing Statement. The Net Working Capital of DHSC as of the Closing Date shall be calculated following the same mutually agreed upon principles and methodologies used to determine the sample Net Working Capital statement of DHSC as of May 31, 2021 set forth on **Schedule 1(c)** and updated to reflect the corresponding amounts for each item reflected on the Closing Date Balance Sheet.

7.1.2 The Closing Date Balance Sheet and Closing Statement shall become final and binding on the sixtieth (60^{th}) day following Medica's delivery of the same to SSM, unless, prior to the end of such period, SSM delivers to Medica a written notice specifying the nature and amount of any dispute as to the calculation of the Closing Date Balance Sheet and the Closing Statement. During the twenty (20) Business Day period following delivery of such notice, the parties in good faith shall seek to resolve in writing any differences that they may have with respect to the computation of the Closing Date Balance Sheet and the Closing Statement, as specified therein. If the parties resolve such differences during such period, then such amounts resolved and agreed to will be final and binding on the parties. If the parties have not resolved all such differences by the end of such twenty (20) Business Day period, the parties shall submit, in writing, to the Independent Accounting Firm, their statements detailing their views as to any disputed amounts set forth on the Closing Date Balance Sheet and the Closing Statement, and the Independent Accounting Firm shall make a written determination as to such disputed items, which determination shall be final and binding on the parties for all purposes hereunder. The Independent Accounting Firm shall consider only those items and amounts in the parties' respective calculations of the Closing Date Balance Sheet and the Closing Statement that are identified as being items and amounts to which the parties have been unable to agree. In resolving any disputed item, the Independent Accounting Firm may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The determination of the Independent Accounting Firm shall be based solely on the statements submitted by the parties, and not on independent review. The parties shall use their commercially reasonable efforts to cause the Independent Accounting Firm to render a written decision resolving the matters submitted to it within sixty (60) days following the submission thereof. The costs of any dispute resolution pursuant to this Section 7.1.2, including the fees and expenses of the Independent Accounting Firm, shall be borne equally by Medica and SSM. The fees and costs of the representatives of each party incurred in connection with the preparation or review of the calculation of the Closing Date Balance Sheet and the Closing Statement shall be borne by such party.

7.1.3 If the Total Adjusted Capital of the Regulated Companies set forth on the Closing Statement, as finally determined pursuant to Section 7.1.2, is an amount greater than the Estimated Total Adjusted Capital, then Medica shall pay to SSM an amount equal to 55% of such difference by wire transfer of immediately available funds to the account specified by SSM within five (5) Business Days following the final determination of the Closing Statement. If the Total Adjusted Capital of the Regulated Companies set forth on the Closing Statement, as finally determined pursuant to Section 7.1.2, is an amount less

than the Estimated Total Adjusted Capital, then SSM shall pay to Medica an amount equal to 55% of such difference by wire transfer of immediately available funds to the account specified by Medica within five (5) Business Days following the final determination of the Closing Statement.

7.1.4 If the Net Working Capital of DHSC set forth on the Closing Statement, as finally determined pursuant to Section 7.1.2, is greater than the Estimated Net Working Capital, then Medica shall pay to SSM an amount equal to 55% of such difference by wire transfer of immediately available funds to the account specified by SSM within five (5) Business Days following the final determination of the Closing Statement. If the Net Working Capital of DHSC set forth on the Closing Statement, as finally determined pursuant to Section 7.1.2, is less than the Estimated Net Working Capital, then SSM shall pay to Medica an amount equal to 55% of such difference by wire transfer of immediately available funds to the account specified by Medica within five (5) Business Days following the final determination of the Closing Statement.

7.1.5 If the Indebtedness of DHSC set forth on the Closing Statement, as finally determined pursuant to Section 7.1.2, is less than the Estimated DHSC Indebtedness, then Medica shall pay to SSM an amount equal to 55% of such difference by wire transfer of immediately available funds to the account specified by SSM within five (5) Business Days following the final determination of the Closing Statement. If the Indebtedness of DHSC set forth on the Closing Statement, as finally determined pursuant to Section 7.1.2, is greater than the Estimated DHSC Indebtedness, then SSM shall pay to Medica an amount equal to 55% of such difference by wire transfer of immediately available funds to the account specified by Medica within five (5) Business Days following the final determination of the Closing Statement.

7.2 Adjustment for Material Change in Member Enrollment. The Purchase Price shall be subject to adjustment in accordance with this Section 7.2 to the extent that the Post-Closing Member Enrollment varies by more than members from the Projected Post-Closing Member Enrollment (as such terms are defined below).

7.2.1 For purposes of this Section 7.2, the following definitions apply:

(d) "Member Enrollment Adjustment" means the Member Enrollment Deficit Amount or Member Enrollment Surplus Amount, as applicable.

7.2.2 On or before , Medica shall prepare, or cause to be prepared, and deliver to SSM a written statement that shall set forth the Post-Closing Member Enrollment and the Member Enrollment Adjustment.

7.2.3 The Member Enrollment Adjustment shall become final and binding on the thirtieth (30th) calendar day following Medica's delivery of the Member Enrollment Adjustment to SSM unless, prior to the end of such period, SSM delivers to Medica a written notice specifying the nature and amount of any dispute as to the calculation of the Post-Closing Member Enrollment and the Member Enrollment Adjustment. During the ten (10) Business Day period following delivery of such notice, the parties in good faith shall seek to resolve in writing any differences that they may have with respect to the computation of the Post-Closing Member Enrollment and the Member Enrollment Adjustment, as specified therein. If the parties resolve such differences during such period, then such amounts resolved and agreed to will be final and binding on the parties. If the parties have not resolved all such differences by the end of such ten (10) Business Day period, the parties shall submit, in writing, to the Independent Accounting Firm, their statements detailing their views as to the nature and amount of the Member Enrollment Adjustment, and the Independent Accounting Firm shall make a written determination as to the amount of the Member Enrollment Adjustment, which determination shall be final and binding on the parties for all purposes hereunder. The Independent Accounting Firm shall consider only those items and amounts in the parties' respective calculations of the Member Enrollment Adjustment that are identified as being items and amounts to which

the parties have been unable to agree. In resolving any disputed item, the Independent Accounting Firm may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The determination of the Independent Accounting Firm shall be based solely on the statements submitted by the parties, and not on independent review. The parties shall use their commercially reasonable efforts to cause the Independent Accounting Firm to render a written decision resolving the matters submitted to it within sixty (60) calendar days following the submission thereof. The costs of any dispute resolution pursuant to this Section 7.2, including the fees and expenses of the Independent Accounting Firm, shall be borne equally by Medica and SSM. The fees and costs of the representatives of each party incurred in connection with the preparation or review of the calculation of the Member Enrollment Adjustment shall be borne by such party.

7.2.4 If there is a Member Enrollment Surplus Amount, as finally determined pursuant to Section 7.2.3, the Purchase Price shall be increased in an amount equal to the Member Enrollment Surplus Amount and Medica shall pay such amount to SSM by wire transfer of immediately available funds to the account specified by SSM within five (5) Business Days after the final determination of the Member Enrollment Adjustment.

7.2.5 If there is a Member Enrollment Deficit Amount, as finally determined pursuant to Section 7.2.3, the Purchase Price shall be decreased in an amount equal to the Member Enrollment Deficit Amount and SSM shall pay such amount to Medica by wire transfer of immediately available funds to the account specified by Medica within five (5) Business Days after the final determination of the Member Enrollment Adjustment.

7.3 Employee Matters.

7.3.1 Employee Transition.

(a) As of the Closing Date and for the period through (the "Employee Transition Period"), SSM or an SSM Affiliate shall continue to employ the Company Employees and the Newco Companies and SSM shall enter into employee lease arrangements, in form and substance reasonably satisfactory to the parties and included as a SOW under the SSM Administrative Services Agreement (the "Employee Lease"), pursuant to which SSM will lease the Company Employees to the Newco Companies and be reimbursed for all of the salary and benefit costs associated with such employees. Unless otherwise agreed upon by the parties in writing, SSM shall retain all employee obligations relating to the Company Employees, including all employee benefit obligations, during the Employee Transition Period, subject to reimbursement of costs associated with employment of the Company Employees pursuant to the terms of the Employee Lease Agreement.

(b) As of the end of the Employee Transition Period, the Newco Companies or MSC (as so designated by Medica, "Newco Employer") shall offer employment to all Company Employees in good standing at current salary levels, in each case subject to evidence that such employees have passed customary

employee screening requirements and excluding any employees that will not transition to employment with Newco Employer as mutually agreed upon by the parties. Concurrent with such date, SSM or its Affiliates shall terminate the employment of all Company Employees transitioning to employment with Newco Employer. With respect to each Company Employee transitioning to employment with Newco Employer (collectively, the "Hired Company Employees"), Newco Employer will assume the Contributed Companies' liability to each such Hired Company Employee as of the end of the Employee Transition Period for (i) vacation, holiday and sick day benefits that have accrued prior to such date, and all related tax benefits, and (ii) wages or salary that have accrued prior to such date, and all related tax benefits (collectively, the "Company Employee Liabilities"). To the extent MSC serves as Newco Employer, the Company Employee Liabilities shall be reimbursed by the Newco Companies to MSC pursuant to an employee lease arrangement which shall be included as a SOW under the Medica Administrative Services Agreement. Except for the Company Employee Liabilities or as otherwise set forth herein, none of Medica, the Newco Companies or their Affiliates shall assume or be liable for any obligations or alleged obligations of SSM and its Affiliates to the Company Employees, including liabilities under any of the Employee Benefit Plans; liabilities for any EEOC claim, wage and hour claim, unemployment compensation claim, or worker's compensation claim; and all federal, state and local tax liabilities related to such unassumed liabilities.

7.3.2 Medica Benefit Plans. At the end of the Employee Transition Period, Medica shall cause the Hired Company Employees and their respective eligible dependents to be eligible to participate in Medica's employee benefit plans, including retirement, medical, dental, life insurance, and short- and long-term disability plans and programs (collectively, the "Medica Benefit Plans"), with benefits consistent with those offered to similarly situated employees of Medica. Hired Company Employees shall be credited for periods of service with the Contributed Companies earned prior to the end of the Employee Transition Period for eligibility, vesting, and benefit accrual purposes in each case as applicable under any Medica Benefit Plans in which the Company Employees commence to participate, except (a) for benefit accruals under any employee pension benefit plan or severance plan, (b) as would result in duplication of benefits, (c) as would cause such benefits to exceed those generally available to similarly situated employees of Medica or (d) as would require Medica to violate the terms of any such Medica Benefit Plans. SSM shall be solely obligated, to the extent required under Part 6 of Title I of ERISA and Code Section 4980B, for any Company Employee (and any covered dependents) who do not accept employment with Newco Employer.

7.3.3

7.3.4 No Rights Conferred on Company Employees. Nothing contained in this Section 7.3, express or implied, is intended to confer upon any Company Employee any right to continued employment for any period or continued receipt of any specific

employee benefit, or shall constitute an amendment to or any other modification of any Medica Benefit Plan. This Section 7.3 shall be binding upon and inure solely to the benefit of each of the parties, and nothing in this Section 7.3, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 7.3.

7.3.5 Retention Payments. **Schedule 7.3.5** sets forth all retention amounts payable to Company Employees pursuant to any existing retention agreements with such employees for the purpose of securing the services of such employees through Closing (collectively, the "Retention Payments"). The amount of any such Retention Payments due on or after the Closing Date shall be reflected as a current liability on the Net Working Capital of DHSC as of the Closing Date. After the Closing, the Newco Companies shall be responsible for paying or reimbursing the Retention Payments to the applicable Company Employees when such amounts become due and payable.

7.4 Indemnification.

7.4.1 Indemnification by SSM. Subject to the limitations expressly set forth in Section 7.4.3, SSM shall indemnify, defend and hold Medica, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any loss, damage, claim, cost and expense, interest, award, judgment, fine and penalty (including reasonable attorneys' fees and expenses) (each, a "Loss") caused by or arising out of or in connection with (a) any breach of any representation or warranty made by the SSM Entities under this Agreement, (b) any failure by the SSM Entities to perform or comply with any covenant or agreement of the SSM Entities in this Agreement, (c) any Unknown Liability, (d) any Medicare cost report liabilities arising out of inaccuracies, deficiencies or corrections related to open cost report years for the Medicare Section 1876 Cost Plan operated by DHP to the extent such liability is not accrued for on the Closing Date Balance Sheet, (e) any matter specifically described on **Schedule 7.4.1(e)**, (f) any Taxes (or the nonpayment thereof) of the Contributed Companies for all Pre-Closing Tax Periods (including Taxes under any Consolidated Returns and, for any Straddle Period, the allocable portion of Taxes through the end of the Closing Date), and (g) any Losses owing to SSM, any SSM Affiliate or a Governmental Authority relating to the failure of the Contributed Companies to comply with prompt pay Legal Requirements in connection with any claims owed to SSM or any SSM Affiliate prior to the Closing Date.

7.4.2 Indemnification by Medica. Subject to the limitations expressly set forth in Section 7.4.3, Medica shall indemnify, defend and hold SSM, its Affiliates, and their respective officers, directors, employees harmless from and against any Loss caused by or arising out of or in connection with (a) any breach of any representation or warranty made by Medica in this Agreement, or (b) any failure by Medica to perform or comply with any covenant or agreement of Medica in this Agreement.

7.4.3 Limitations on Indemnification. Except in the case of intentional misrepresentation or fraud, the indemnification obligations of SSM and Medica (each, as applicable, an "Indemnifying Party") pursuant to this Section 7.4 shall be subject to the following limitations:

(a) An Indemnifying Party shall not be liable for indemnification under Section 7.4.1(a), (b) or (c) or Section 7.4.2(a) or (b) until the aggregate amount of indemnifiable Losses equals or exceeds , in which case the Indemnifying Party shall be liable for the full monetary value of all such Losses (including the initial) subject to the limitations below. The foregoing limitation shall not apply to any claims for indemnification under Section 7.4.1(d), (e), (f) or (g).

(b) An Indemnifying Party shall not be liable for indemnification in excess of a maximum aggregate amount equal to (i) of the Purchase Price with respect to claims arising out of breaches of representations or warranties (other than Fundamental Representations and Section 3.19) and any Unknown Liabilities which are not subject to indemnification as breaches of representations or warranties contained in this Agreement, (ii) of the Purchase Price with respect to claims arising out of breaches of representations or warranties under Section 3.19 (Health Care Compliance), or (iii) of the Purchase Price with respect to claims for indemnification arising out of the breach of any SSM Fundamental Representation or Medica Fundamental Representation.

(c) In no event shall an Indemnifying Party be liable to an Indemnified Party for indemnification in excess of an aggregate amount equal to the Purchase Price.

(d) All representations and warranties of the parties shall survive the Closing until the date that is months after the Closing Date; provided that (i) the SSM Fundamental Representations and Medica Fundamental Representations shall survive the Closing (together with the associated right to indemnification for a breach of any SSM Fundamental Representation or Medica Fundamental Representation) until the expiration of the applicable statute of limitations and (ii) the SSM representations and warranties under Section 3.19 (Health Care Compliance) shall survive the Closing (together with the associated right to indemnification for a breach of any representations and warranties under Section 3.19) until the date that is months after the Closing Date; and each will thereupon expire together with the associated right to indemnification. The covenants and obligations of the parties shall survive the Closing and continue in full force and effect except as expressly limited by their terms. The survival periods as set forth in this Section 7.4.3(d) shall be referred to collectively as the applicable "Survival Period." If there is an outstanding notice of an indemnification claim at the end of any Survival Period, the Survival Period shall not end in respect of such indemnification claim until such indemnification claim is fully and finally resolved.

(e) For purposes of calculating Losses subject to indemnification, there shall be deducted an amount equal to any third-party insurance proceeds received by the party seeking indemnification (the "Indemnified Party") in connection with the circumstances giving rise to the right to indemnification hereunder.

7.4.4 Procedures for Indemnification.

(a) In the case of a claim or liability asserted in writing by a third party against an Indemnified Party which would give rise to indemnification hereunder (a "Third Party Claim"), the Indemnified Party shall deliver written notice to the applicable Indemnifying Party of such Third Party Claim as soon as possible, and in no event later than fifteen (15) Business Days, following receipt of such written assertion of a claim or liability. The failure by any Indemnified Party to give timely notice referred to in the preceding sentence shall not impair the Indemnified Party's rights hereunder except to the extent that an Indemnifying Party demonstrates that it has been prejudiced thereby. The Indemnifying Party shall have the right to defend any such Third Party Claim and control the defense of such Third Party Claim; provided, however, that the Indemnified Party has the right to reasonably approve counsel selected by the Indemnifying Party. If the Indemnifying Party, within ten (10) Business Days after notice of such Third Party Claim, fails to take appropriate steps to defend such Third Party Claim, the Indemnified Party will (upon further notice to the Indemnifying Party) have the right to undertake the defense of such Third Party Claim on behalf of and for the account and at the risk and expense of the Indemnifying Party. If the Indemnifying Party assumes the defense of such Third Party Claim, the Indemnified Party shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party; provided that if in the reasonable opinion of counsel for the Indemnified Party (or, in the case of a disagreement between counsel for the parties regarding the presence of such a conflict, the reasonable opinion of independent counsel selected by the parties), there is a conflict of interest between the Indemnified Party and the Indemnifying Party, the Indemnifying Party shall be responsible for the reasonable fees and expenses of separate counsel to such Indemnified Party in connection with such defense. Notwithstanding any of the foregoing, (i) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant to the Indemnified Party of a release from all liability in respect of such claim, and (ii) if a claim involves any criminal or civil investigation or proceeding by any Governmental Authority relating to the Indemnified Party or its Affiliates, the Indemnified Party shall have the right to assume the defense and direct, through counsel of its own choosing, the response to, defense of or settlement of any such claim, and shall be entitled to seek indemnification from the Indemnifying Party for the reasonable cost thereof (in addition to any Losses resulting therefrom); provided that the Indemnified Party shall consult with the Indemnifying Party for the purpose of allowing the Indemnifying Party to participate, at the Indemnifying Party's expense, in such response, defense or settlement.

(b) In the event any Indemnified Party should have a claim against any Indemnifying Party hereunder that is not a Third Party Claim, the Indemnified Party shall notify the applicable Indemnifying Party in writing of the same within thirty (30) days after becoming aware of such matter specifying the nature of the claim

and amount of the Loss. The failure by any Indemnified Party to give timely notice referred to in the preceding sentence shall not impair the Indemnified Party's rights hereunder except to the extent that an Indemnifying Party demonstrates that it has been prejudiced thereby. Unless the Indemnifying Party delivers a written notice disputing its obligation to indemnify and/or the amount of the Loss within thirty (30) days following its receipt of the written notice from the Indemnified Party, the Loss will be deemed an indemnity obligation of the Indemnifying Party hereunder. If the Indemnifying Party delivers such written notice disputing its obligation, then during the ten (10) Business Day period following delivery of such notice, the parties in good faith shall seek to resolve in writing any differences that they may have with respect to the Loss, as specified therein. If the parties resolve such differences during such period, then such amounts resolved and agreed to will be final and binding on the parties. If the parties have not resolved all such differences by the end of such ten (10) Business Day period, the parties shall submit, in writing, to the Independent Accounting Firm, their statements detailing their views as to the nature and amount of the amount of the Loss, and the Independent Accounting Firm shall make a written determination as to the amount of the Loss, which determination shall be final and binding on the parties for all purposes hereunder; provided that the Independent Accounting Firm shall not have the right to make any determination on whether an Indemnifying Party has an obligation to indemnify under this Agreement. The parties shall use their commercially reasonable efforts to cause the Independent Accounting Firm to render a written decision resolving the matters submitted to it within sixty (60) days following the submission thereof. The costs of the Independent Accounting Firm shall be borne equally by the Indemnified Party, on the one hand, and the Indemnifying Party, on the other hand.

7.4.5 Offset Right. Each party and its Affiliates shall have the right (but not the obligation) to recover any amounts owed to it pursuant to this Agreement through offset against payments due to the other party or its Affiliates under their respective agreements with the Newco Companies or the Contributed Companies; provided that such party first gives sixty (60) days prior written notice to the other party of the amounts due and the determination of such amounts due have either been agreed to by the parties or finally adjudicated to be payable.

7.4.6 Exclusive Remedy. Following the Closing, except for claims related to fraud or intentional misrepresentation or as otherwise provided in this Agreement, the indemnification obligations of the parties under this Section 7.4 shall be the sole and exclusive remedy of the parties and any Persons claiming by or through either party with respect to Losses incurred due to breach of this Agreement. Further, the representations and warranties contained in this Agreement shall constitute a corporate obligation of the party making such warranties and representations, and the officer signing any certificates hereunder related to such matters shall have no personal liability with respect to such certificates, absent fraud or intentional misrepresentation.

7.4.7 Mitigation. The parties shall cooperate with each other and use commercially reasonable and good faith efforts to mitigate and resolve any Third Party Claim or Losses with respect to which an Indemnifying Party is obligated to indemnify an

Indemnified Party hereunder. Each party shall use commercially reasonable efforts to address any claims or liabilities that may provide a basis for an indemnifiable claim such that each party shall respond to any claims or liabilities in the same manner it would respond in the absence of the indemnification provisions of this Agreement.

7.5 Tax Matters.

7.5.1 Without the prior written consent of Medica, the SSM Entities (which, prior to the Closing, includes the Contributed Companies) shall not, to the extent it may affect, or relate to, the Contributed Companies, make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Medica or the Contributed Companies in respect of any Post-Closing Tax Period.

7.5.2 SSM shall prepare and timely file, or cause to be prepared and timely filed, at its sole cost and expense, all Consolidated Returns that include the Contributed Companies and shall pay all Taxes due in respect thereof. All such Tax returns, to the extent they relate to the Contributed Companies, shall be prepared in a manner consistent with past practices unless otherwise required by applicable Legal Requirements.

7.5.3 SSM shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns of the Contributed Companies for Pre-Closing Tax Periods and that are required to be filed on or prior to the Closing Date other than Consolidated Returns. All such Tax Returns shall be prepared in a manner consistent with past practice (unless otherwise required by applicable Legal Requirements) and shall be submitted to Medica (together with schedules, statements and, to the extent requested by Medica, supporting documentation) at least thirty (30) days prior to the due date of such Tax Return. SSM shall consider in good faith any comments of Medica to such Tax Return.

7.5.4 The parties shall cause the Newco Companies, as applicable, to prepare and file, or cause to be prepared and filed, all other Tax Returns of the Contributed Companies required to be filed after the Closing Date with respect to Pre-Closing Tax Periods that are not described in Section 7.5.2 or Section 7.5.3 above, including those for any taxable period that includes, but does not end on, the Closing Date (a "Straddle Period"). All such Tax Returns shall be prepared in a manner consistent with past practice (unless otherwise required by applicable Legal Requirements) and without a change of any election or any accounting method. All such Tax Returns shall be submitted to SSM (together with schedules, statements and, to the extent requested, supporting documentation) at least thirty (30) days prior to the due date of such Tax Return, and the Newco Companies shall consider in good faith any comments of SSM on such Tax Returns. SSM shall pay to the Newco Companies, as applicable, an amount equal to the portion of the Taxes with respect to any such Tax Returns that relates to the Pre-Closing Tax Period (as determined pursuant to Section 7.5.5 below) not less than five (5) Business Days prior to the date on which the applicable Tax Return is due.

7.5.5 Taxes that are payable with respect to a Straddle Period shall be allocated to the Pre-Closing Tax Period as follows: (a) in the case of Taxes (i) based upon, or related to, income, receipts, profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, the allocated portion shall be the amount which would be payable if the taxable year ended with the Closing Date; and (b) in the case of other Taxes, the allocable portion shall be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period. The remainder of the Taxes for the Straddle Period shall be allocated to the Post-Closing Tax Period.

7.5.6 The participation of the Contributed Companies in any and all existing Tax sharing agreements (whether written or not) shall be terminated as of the Closing Date and the Contributed Companies shall have no further rights, obligations or liabilities thereunder after such date. The Contributed Companies shall be removed from the FPP Consolidated Group as of the Closing Date and any current income tax liabilities payable by the Contributed Companies to FPP with respect to Consolidated Returns shall be settled and reflected as such on the Closing Date Balance Sheet.

7.5.7 All transfer, documentary, sales, use, value-added, gross receipts, stamp, registration, occupation, excise, duty or other similar transfer Taxes incurred in connection with the transactions contemplated by this Agreement, including all recording or filing fees, notarial fees and other similar costs of Closing, that may be imposed, payable, collectible or incurred shall be borne by SSM.

7.5.8 The parties shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this Section 7.5 or in connection with any audit or other proceeding in respect of Taxes of the Contributed Companies. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by any Taxing Authorities. The parties shall retain all Tax Returns, schedules and work papers, records and other documents in their possession relating to Tax matters of the Contributed Companies for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate.

7.5.9 Any Tax refund, credit or similar benefit (including any interest paid or credited with respect thereto) relating to the Contributed Companies for Taxes paid for any Pre-Closing Tax Period and the full amount of any employee retention tax credits received or recognized by each of the Contributed Companies under the CARES Act relating to the Pre-Closing Tax Period shall be the property of SSM except to the extent that it was reflected on the Closing Date Balance Sheet. The Newco Companies, or one or more of the Contributed Companies, as applicable, shall pay to SSM an amount equal to the full amount of any employee retention tax credits received or recognized by each of the Contributed Companies under the CARES Act (which relate to Pre-Closing Tax Periods

and were not reflected on the Closing Date Balance Sheet) not less than ten (10) Business Days after receipt or recognition of such amount when the applicable Tax Return is filed.

7.5.10 Any indemnification payments or Purchase Price adjustment payments pursuant to Section 7 shall be treated as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by applicable Legal Requirements.

7.6 No Contribution, Indemnification, or Subrogation. SSM shall not assert any right to contribution, indemnification, subrogation, or otherwise from the Contributed Companies with respect to any claim that Medica is entitled to make under this Agreement.

7.9 ERD Arrangement. A mutually agreed upon percentage of member premiums, as set forth and described in the Ancillary Documents, will be provided to Medica to pay claims and fund 100% of the risk associated with any claims for certain services prohibited by the ERDs. Medica will work with SSM to implement workable coverage solutions for the Newco Companies and the Contributed Companies to provide coverage for such services in a manner that is consistent with the ERDs applicable to SSM and its Affiliates.

7.10 Historical Risk Pool Allocations. Liabilities or receivables that relate to covered services provided prior to the Closing Date under those risk-sharing capitation pool arrangements for certain insurance products set forth in the Historical Service Agreements ("Pre-Closing Risk Pool Items") shall continue to be accounted for and allocated in accordance with the applicable risk sharing percentages in effect under the Historical Service Agreements for the historical calendar year periods to which such Pre-Closing Risk Pool Items relate. Any amounts paid or received by the Regulated Companies on and after the Closing Date with respect to Pre-Closing Risk Pool Items (regardless of whether such items are included on the Closing Date Balance Sheet) shall be allocated to, and reimbursed by or paid to, as appropriate, the applicable parties under the Historical Service Agreements in accordance with the applicable risk sharing percentages in effect for the historical calendar year period and the Regulated Companies shall only be entitled to or

liable for, as applicable, their respective retention percentage of such Pre-Closing Risk Pool Items under the Historical Service Agreements which are set forth on **Schedule 7.10**.

7.11 Prevea Surplus Notes. In the event that DHP is required to repay the Prevea Surplus Notes in part or in full, SSM agrees to indemnify DHP for the full amount of any such payment and shall execute an indemnification agreement to such effect in connection with the Closing.

7.14 Financial Statement Audit. Medica and the Contributed Companies shall provide SSM with cooperation, information, and documents as SSM may reasonably request in order for SSM to complete applicable financial statement audits the period prior to the Closing Date. Any such cooperation, information and documents shall be furnished without cost to SSM.

8. TERMINATION.

8.1 By Mutual Consent. This Agreement may be terminated without further obligation of the parties at any time prior to Closing by mutual written consent of the parties.

8.2 Termination by Medica. Medica may terminate this Agreement under this Section 8.2 at any time prior to Closing by written notice to SSM if any only if:

8.2.1 Medica is not then in breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by SSM pursuant to this Agreement that would give rise to

the failure of any of the conditions specified in Section 6 and such breach, inaccuracy or failure has not been cured to the reasonable satisfaction of Medica within thirty (30) days of SSM's receipt of written notice of such breach from Medica;

8.2.2 any of the conditions set forth in Section 6.1 shall not have been fulfilled by (the "Termination Date"), unless such failure shall be due to the failure of Medica to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

8.2.3 permitted under Section 5.11.

8.3 Termination by SSM. SSM may terminate this Agreement under this Section 8.3 at any time prior to Closing by written notice to Medica if and only if:

8.3.1 SSM is not then in breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Medica pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 6 and such breach, inaccuracy or failure has not been cured to the reasonable satisfaction of SSM within thirty (30) days of Medica's receipt of written notice of such breach from SSM; or

8.3.2 any of the conditions set forth in Section 6.2 shall not have been fulfilled by the Termination Date, unless such failure shall be due to the failure of SSM to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by them prior to the Closing.

8.4 Termination by Either Party. This Agreement may be terminated by either party in the event that (a) there shall be any Legal Requirement that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited, or (b) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

8.5 Effect of Termination. If this Agreement is terminated pursuant to this Section 8, all further obligations of the parties under this Agreement will terminate.

8.6 Damages. No party shall be liable in damages to the other party as a result of the failure to consummate the transactions contemplated by this Agreement unless such failure is caused by the breach of such party of any of the terms of this Agreement.

9. MISCELLANEOUS.

9.1 Further Assurances. Each of the parties, upon the request of another party from time to time after the Closing, and at the expense of the requesting party but without further consideration, shall sign such documents and take such actions as may be necessary or otherwise reasonably requested to make more fully effective the consummation of the transactions contemplated hereby.

9.2 Tax Effects. None of the parties (or any such party's counsel or accountants) has made or is making any representation to any other party (or to such party's counsel or accountants) concerning any of the tax effects of the transactions provided for in this Agreement, and each party hereto represents that each has obtained, or will obtain, independent tax advice with respect thereto and upon which it has and will solely rely.

9.3 Public Disclosures. Except to the extent required by any Legal Requirement and this Agreement, neither party shall make, or cause to be made, any press release or public announcement with respect to this Agreement or the transactions contemplated hereby or otherwise communicate with any news media with respect thereto without the prior written consent of the other party, and the parties shall cooperate as to the timing and contents of any such press release or public announcement.

9.4 Confidentiality. The provisions of the Confidentiality Agreement, to the extent not inconsistent with the express terms of this Agreement, are hereby ratified, confirmed and agreed to as though fully set forth herein. As such, the parties shall hold in confidence the information contained in this Agreement, and all information related to this Agreement that is not otherwise known to the public shall be held by each party hereto as confidential and proprietary information and shall not be disclosed without the prior written consent of the other party, except as required by any Governmental Authority to complete the transactions contemplated by this Agreement. The Confidentiality Agreement shall remain in effect and will terminate on the Closing or, if the Closing does not occur, in accordance with the terms of the Confidentiality Agreement.

9.5 Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered or given under this Agreement must be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission and contemporaneous first-class mailing) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, in each case, to the following address or such other address as the respective party may subsequently designate in a notice given in accordance with this Section:

If to Medica:

Medica Holding Company
401 Carlson Parkway
Minnetonka, MN 55305
Attention: CEO
Fax/Email: John.Naylor@medica.com

With a copy to:

Medica Holding Company
401 Carlson Parkway
Minnetonka, MN 55305
Attention: General Counsel
Fax/Email: General.Counsel@medica.com

If to SSM:

SSM Health Care Corporation
3 City Place Drive, Suite 700
St. Louis, MO 63141
Attention: General Counsel
Fax/Email: Doug.Long@ssmhealth.com

With a copy to:

SSM Health Care Corporation
3 City Place Drive, Suite 700
St. Louis, MO 63141
Attention: CEO
Fax/Email: Laura.Kaiser@ssmhealth.com

9.6 Expenses of Transaction. Whether or not the transactions contemplated hereby are consummated, except as otherwise specifically provided for in this Agreement, each of the parties hereto will assume and bear all expenses, costs and fees (including legal and accounting fees and expenses) incurred by such party in connection with the preparation, negotiation, execution and performance of this Agreement and the related agreements and the consummation of the transactions contemplated hereby.

9.7 Entire Agreement. The agreement of the parties that is comprised of this Agreement, the Ancillary Documents and any other documents executed and delivered in connection with this Agreement sets forth the entire agreement and understanding among the parties with respect to the subject matter thereof and supersedes any and all prior agreements, understandings, negotiations and communications (other than the Confidentiality Agreement), whether oral or written, relating to the subject matter hereof.

9.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Legal Requirements, be invalid or unenforceable in any respect, each party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Legal Requirements.

9.9 Survival; Parties in Interest. The terms, provisions, covenants, representations, warranties and conditions of this Agreement shall survive the consummation of the transactions contemplated herein and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, will confer upon any other Person any right, claim, cause of action, benefit, obligation, liability or remedy of any nature whatsoever under or by reason of this Agreement, including by way of subrogation.

9.10 Assignment. This Agreement and any rights and obligations hereunder may not be assigned or otherwise transferred by any party hereto (by operation of law or otherwise) without the prior written consent of the other party. Any purported assignment or transfer in breach of this Section 9.10 shall be null and void. No assignment will relieve the assigning party of or amend any of its obligations hereunder.

9.11 Governing Law. This Agreement and all claims arising under or in connection herewith or the transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule of any jurisdiction.

9.12 Amendment; Waiver. This Agreement may only be amended or modified by an instrument in writing executed by each of the parties hereto. No waiver of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party against whom such waiver is intended to be effective. No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), or shall constitute a continuing waiver unless otherwise expressly provided.

9.13 Negotiation of Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties as set forth in this Agreement.

9.14 Headings. The headings contained in this Agreement are inserted only for reference as a matter of convenience and in no way define, limit or describe the scope or intent of this Agreement, and will not affect in any way the construction, meaning or interpretation of this Agreement.

9.15 Counterparts; Signature. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument. Signatures to this Agreement may be delivered by facsimile, email or other electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.16 Compliance. The parties enter into this Agreement with the intent of consummating the transactions described herein in full compliance with all applicable Legal Requirements, including federal and state anti-fraud and abuse Legal Requirements. No party will intentionally conduct itself under the terms of this Agreement in a manner that would constitute a violation of any such Legal Requirements. Nothing contained in this Agreement requires (directly or indirectly, explicitly or implicitly) either party to refer or direct any patients or other business to the other party or as a condition to either party's performance hereunder.

[The remainder of this page is intentionally blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have caused this Contribution and Purchase Agreement to be executed by their respective duly authorized signatories as of the Execution Date.

SSM H DocuSigned by: Laura S. Kaiser 74DCA5BDF060470... **CORPORATION**

By: _____

Name: Laura S. Kaiser

Title: President & CEO

MEDICA HOLDING COMPANY

By:_____

Name:

Title:

DocuSigned by: Laura S. Kaiser 74DCA5BDF060470...

[Signature Page to Contribution and Purchase Agreement]

IN WITNESS WHEREOF, the parties have caused this Contribution and Purchase Agreement to be executed by their respective duly authorized signatories as of the Execution Date.

SSM HEALTH CARE CORPORATION

By: _____
Name:
Title:

MEDICA HOLDING COMPANY

By: _____
Name: JOHN NAYLOR
Title: President & CEO

EXHIBIT A REDACTED IN FULL AS CONFIDENTIAL TRADE SECRET

EXHIBIT B REDACTED IN FULL AS CONFIDENTIAL TRADE SECRET

EXHIBIT C

AMENDMENTS TO ORGANIZATIONAL DOCUMENTS

Bylaws of SSM Health Plan (as revised May 19, 2021)

1. Replace reference to SSMHB as sole Member to reflect MS Community NFP JV, LLC and remove or replace references to SSMHB and/or SSM with MS Community NFP JV, LLC.

2. Update the description of reserved powers under Section 4.2 with a provision consistent with the following and which captures all the Board Restricted Actions and Supermajority Board Restricted Actions under the Newco Operating Agreement as they would apply to the applicable subsidiary and the Member's reserved powers (the "Reserved Powers Provision"):

   Certain powers with respect to the Corporation are reserved to the Member. The Member may exercise any of its reserved powers through authority delegated to the Officers or management of the Member or the Board or Officers of the Corporation pursuant to corporate resolutions and policies which may be adopted by the Member, provided that the exercise of the reserved powers remains the ultimate responsibility of the Member. Said reserved powers are:

   a. to establish and change the mission, philosophy and values of the Corporation;

   b. to appoint additional, successor or replacement Members;

   c. to appoint and remove the Directors;

   d. to appoint and remove the President and other Officers of the Corporation and the chief executive officer of any operating division of the Corporation;

   e. to approve amendments to the Articles of Incorporation of the Corporation as provided therein;

   f. to approve amendments to the Bylaws of the Corporation;

   g. to approve the merger, consolidation or dissolution of the Corporation;

   h. to approve the formation of a Controlled Subsidiary or a Remotely Controlled Subsidiary;

   i. to approve the sale of all or substantially all of the assets of the Corporation;

   j. to approve the acquisition or disposition by the Corporation of another legal entity or an interest in another legal entity;

   k. to authorize or approve the acquisition or disposition by the Corporation of real property or any interest in real property;

   l. to establish centralized employee benefit, insurance, investment, financing, corporate responsibility, performance assessment and improvement and other operational and support programs; to require the participation of the Corporation in such programs; and to authorize the opening and closing of bank accounts and investment accounts in the name of the Corporation in connection with such programs;

m. to approve the annual budget and strategic, financial and human resources plan of the Corporation;

n. to appoint the auditor and corporate counsel for the Corporation;

o. to authorize and approve borrowing money and entering into financial guaranties by the Corporation, including actions relating to the formation, joining, operation, withdrawal from and termination of a credit group or an obligated group and the granting of security interests in the property of the Corporation;

p. to require the Corporation to transfer assets, including but not limited to cash, to the Member or to any other entity exempt from federal income tax as an organization described in §501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law, which is controlled by the Member, to the extent necessary to accomplish the mission, goals and objectives of the Member as determined by the Member;

q. to approve the transfer of assets by the Corporation to any entity other than the Member, other than transfers made in the ordinary course of operations of the Corporation which will not require Member approval;

r. to determine the extent to which and the manner in which the powers described in this section which are reserved to the Member with respect to the Corporation are to be included in the governing documents of any Controlled Subsidiary, Remotely Controlled Subsidiary or Non-Controlled Subsidiary and exercised with respect to any Controlled Subsidiary, any Remotely Controlled Subsidiary or any Non-Controlled Subsidiary;

s. approve any financial statements for any fiscal year, change the fiscal year of the Corporation or change the basis of the Corporation's accounting policies, other than as required by generally accepted accounting principles or statutory accounting principles, as applicable;

t. enter into, extend, renew or modify any material contract or make any capital expenditure which involves payments exceeding $500,000, other than contracts or transactions included in the annual budget or an approved variance therefrom;

u. execute or otherwise enter into any employment agreement, hire or fire (with or without cause) or set or amend the compensation level any officer of the Corporation or other similarly compensated person;

v. file any claim or lawsuit against any person except where the amount claimed is less than $500,000 or settle any claim or lawsuit or release any debt owed the Corporation except where the amount is less than $500,000;

w. confess a judgment against the Corporation or allow a judgment by default to be rendered against the Corporation without engaging legal counsel to provide the Corporation with an opportunity to defend against such judgment;

x. pay the debts of any other person (other than inter-company transfers of money among the Corporation and its commonly controlled affiliates), furnish any suretyship or guarantee for the obligations of any third party or indemnify any person except as specifically provided in these Bylaws; or

y. change the name of the Corporation or any brand names used by the Corporation.

3. Update the description of the number and terms for Directors under Section 5.2 with a provision consistent with the following (the "Directors & Terms Provision").

   There shall be nine (9) statutory Directors of the Corporation. The President shall serve as a Director for so long as he or she occupies such position. The term of office for the other Directors shall be three years, or such other term as may be designated by the Member upon their appointment, and shall expire on December 31 of the last year of their specified term.

4. Update the description of the term and tenure for Directors under Section 5.3 with a provision consistent with the following (the "Term & Tenure Provision").

   At each annual meeting of members, the Member shall appoint the number of Directors, respectively equal to the number of Directors whose term expires at the time of such meeting, with each such Director to hold office for three (3) years, or such other term as specified by the Member upon appointment. All Directors, except those appointed to fill a vacancy, shall serve for a term commencing on January 1st immediately following his or her respective appointment and continuing until their respective successors shall have been appointed and qualified. A Director may resign at any time by delivering written notice which complies with applicable law to the Board of Directors, to the Chair (in his or her capacity as chair of the Board of Directors) or to the Corporation. A Director's resignation is effective when the notice is delivered unless the notice specifies a later effective date.

5. Update the description of the nomination and appointment/removal of Directors under Section 5.4 with a provision consistent with the following (the "Appointment & Removal Provision").

   The President shall develop a list of prospective candidates for appointment as Directors as requested by the Member and consistent with such criteria as may be established by the Member from time to time. The Member shall appoint one (1) candidate to fill each Director seat whose term is expiring. The Member may remove a Director at any time. In the event of a vacancy in a Director seat due to death, resignation or removal, the Member shall appoint a replacement to serve the remaining term of office of such Director.

6. Update the description of the Chairperson of the Board under Section 7.2.1 with a provision consistent with the following (the "Chairperson Provision").

   The Chairperson of the Board shall be a Director appointed by the Member, and will be the same person serving as the Chair of the Member's Board of Directors unless otherwise determined by the Member. The Chairperson shall preside at all Board meetings at which he or she is present. He or she shall have such other powers and duties as may from time to time be prescribed by these Bylaws or by resolution of the Board.

7. Update the description of the Audit Committee under Section 6.2(b) with a provision consistent with the following (the "Audit Committee Provision").

   The Corporation shall have a standing Audit Committee. The Audit Committee is authorized to fulfill the obligations of an audit committee pursuant to [applicable state insurance regulation] with respect to the Corporation [and its wholly owned subsidiary, if applicable]. The Audit Committee shall be directly responsible for the appointment, compensation and oversight of the work of any accountant, including resolution of disagreements between management and the accountant

regarding financial reporting, for the purpose of preparing or issuing the audited financial report of related work. Each accountant shall report directly to the Audit Committee. The Audit Committee will consist of four (4) Directors appointed by the Board having the following qualifications: three (3) independent Directors (one of whom shall be designated by the Board as Chairperson of the Audit Committee) and one (1) Director who may be independent or non-independent. In order to be considered independent for purposes of this section, a member of the Audit Committee may not, other than in the capacity as a member of the Audit Committee, the Board, or any other Board Committee, accept any consulting, advisor or other compensatory fee from the entity or be an affiliated person of the entity or any subsidiary thereof. In order for a quorum of the Audit Committee to exist, at least three (3) members of the Audit Committee must be present and participating in the meeting. The Chairperson of the Audit Committee will report periodically (and not less frequently than once a year) on the activities and findings of the Audit Committee.

8. Appointment of updated Directors and Officers as the Closing Date, as approved by the Board of Managers of MS Community NFP JV, LLC (which can be done by written resolution in lieu of listing Directors in the Bylaws).

Bylaws of SSM Health Insurance Company (effective November 19, 2019)

1. Remove or replace references to SSM with MS Community JV, LLC.

2. Update the description of reserved powers under Section 4.2 with a provision consistent with the Reserved Powers Provision.

3. Update the description of the number and terms for Directors under Section 5.2 with a provision consistent with the Directors & Terms Provision.

4. Update the description of the term and tenure for Directors under Section 5.3 with a provision consistent with the Term & Tenure Provision.

5. Update the description of the nomination and appointment/removal of Directors under Section 5.4 with a provision consistent with the Appointment & Removal Provision.

6. Update the description of the Chairperson of the Board under Section 7.2.1 with a provision consistent with the Chairperson Provision.

7. Update the description of the Audit Committee under Section 6.2(b) with a provision consistent with the Audit Committee Provision.

8. Appointment of updated Directors and Officers as the Closing Date, as approved by the Board of Managers of MS Community JV, LLC (which can be done by written resolution in lieu of listing Directors in the Bylaws).

Ninth Amended and Restated Bylaws of Dean Health Insurance, Inc. (effective March 24, 2021)

1. Remove or replace references to SSM with MS Community JV, LLC.

2. Add a provision on reserved powers under Article II consistent with the Reserved Powers Provision.

3. Update the description of the number and terms for Directors under Section 3.01 with a provision consistent with the Directors & Terms Provision.

4. Update the description of the term and tenure for Directors under Section 3.02 with a provision consistent with the Term & Tenure Provision.

5. Update the description of the nomination and appointment/removal of Directors under Section 3.03 with a provision consistent with the Appointment & Removal Provision.

6. Update the description of the Chairperson of the Board under Section 4.06 with a provision consistent with the Chairperson Provision.

7. Update the description of the Audit Committee under Section 3.13 with a provision consistent with the Audit Committee Provision.

8. Appointment of updated Directors and Officers as the Closing Date, as approved by the Board of Managers of MS Community JV, LLC (which can be done by written resolution in lieu of listing Directors in the Bylaws).

Eighth Amended and Restated Bylaws of Dean Health Plan, Inc. (effective March 24, 2021)

1. Remove or replace references to SSM with MS Community JV, LLC.

2. Add a provision on reserved powers under Article II consistent with the Reserved Powers Provision.

3. Update the description of the number and terms for Directors under Section 3.01 with a provision consistent with the Directors & Terms Provision.

4. Update the description of the term and tenure for Directors under Section 3.02 with a provision consistent with the Term & Tenure Provision.

5. Update the description of the nomination and appointment/removal of Directors under Section 3.03 with a provision consistent with the Appointment & Removal Provision.

6. Update the description of the Chairperson of the Board under Section 4.06 with a provision consistent with the Chairperson Provision.

7. Appointment of updated Directors and Officers as the Closing Date, as approved by the Board of Managers of MS Community JV, LLC (which can be done by written resolution in lieu of listing Directors in the Bylaws).

Amended and Restated Operating Agreement of Dean Health Service Company, LLC (effective March 1, 2019)

1. Update various sections to remove references to Dean Health Holdings, LLC and Dean Health Plan, Inc. and replace with references to MS Community JV, LLC as sole member and manager of the Company.

2. Appointment of updated Officers as the Closing Date, as approved by the Board of Managers of MS Community JV, LLC (which can be done by written resolution in lieu of listing them in the Operating Agreement).

CONFIDENTIAL TRADE SECRET INFORMATON

HAS BEEN REDACTED FROM THIS AGREEMENT

CAPITATION SERVICE AGREEMENT

among

DEAN HEALTH PLAN, INC.,

DEAN HEALTH SYSTEMS, INC.,

SSM HEALTH CARE OF WISCONSIN, INC., and

MEDICA HEALTH MANAGEMENT, LLC

Effective _____

TABLE OF CONTENTS

CAPITATION SERVICE AGREEMENT

THIS CAPITATION SERVICE AGREEMENT (the "Agreement") is effective as of _____ (the "Effective Date") by and between DEAN HEALTH PLAN, INC., a Wisconsin stock insurance corporation ("DHP"), DEAN HEALTH SYSTEMS, INC., a Wisconsin corporation ("DHS"), SSM HEALTH CARE OF WISCONSIN, INC., a Missouri nonprofit corporation ("SSMWI"), and Medica Health Management, LLC, a Minnesota limited liability company ("Medica").

RECITALS

The primary purposes of this Agreement are to transfer the actuarial risk of furnishing Covered Services (as defined below) from DHP, on the one hand, to DHS, SSMWI and Medica, on the other hand, and to provide DHS, SSMWI and Medica with financial incentives to accept such risk and deliver such services in a cost-efficient fashion. While both DHS and SSMWI are to be jointly liable to DHP with regard to actuarial risk, a secondary purpose of this Agreement is to allocate such risk between DHS, SSMWI and Medica.

This Agreement, which includes and incorporates the Exhibits and Addenda hereto, describes and sets forth the provisions governing each of the Product offerings of DHP, which include Commercial Product, Medicare Cost Product, Medicare Advantage Product, Medicaid Product and ASO Product.

As described in Section 8.4 below, this Agreement supersedes and replaces the historical Service Agreement, effective January 1, 2017 by and between DHP, DHS and SSMWI, with respect to Covered Services provided on and after the Effective Date.

ARTICLE 1.

ARTICLE 3.
JOINT OBLIGATIONS OF DHS AND SSMWI

3.1 Furnishing of Services. DHS and SSMWI shall be jointly responsible for furnishing or arranging to furnish all Covered Services from time to time required by DHP Members pursuant to the Benefits Contracts. Such services shall be furnished as promptly as reasonably possible consistent with professional standards for each community in which such services are offered.

3.2 Utilization Review and Quality Assurance. Each Provider shall, and shall cause its Subcontractors to, cooperate with DHP's efforts to implement reasonable utilization management and quality assurance programs to ensure the furnishing of high quality, cost-effective medically necessary services to Members, including active participation in office and hospital record audits, surveys, setting standards, investigation of Member complaints or grievances, continuing education, availability and continuity of care programs and utilization management and quality assurance committee meetings. Providers (including Subcontractors) shall also comply with administrative procedures and rules for utilization management and quality assurance as reasonably promulgated from time to time by DHP.

3.3 Grievance Procedure. Each Provider shall make available a procedure for the resolution of complaints and other expressions of dissatisfaction by Members. Each Provider and Subcontractor shall also cooperate with DHP's grievance procedures.

3.4 Medical Records. Each Provider shall, and shall cause its Subcontractors to, furnish at their sole expense such medical information and deliver copies of such medical records as relate to actual or prospective Members of DHP as DHP may from time to time reasonably request

(subject to applicable ethical and legal confidentiality and privacy requirements and any necessary Member authorization). Ownership of medical and other records shall at all times remain with the applicable Provider or Subcontractor. Each of DHS and SSMWI acknowledges that it is a "Covered Entity," as defined under HIPAA and shall protect the confidentiality of Member protected health information and comply with the requirements of the privacy, security and transaction/code set standards set forth in the implementing regulations for HIPAA and the HITECH Act.

3.5 Credentialing. DHS and SSMWI shall be jointly responsible for cooperating with DHP's reasonable credentialing and recredentialing procedures and shall, without limitation, provide for their employees and Subcontractors to complete and return such forms, consents, releases and other information and documentation requests as DHP may from time to time reasonably require. DHS and SSMWI shall also perform applicable credentialing activities for Providers with hospital medical staff privileges at SSMWI that are delegated to them pursuant to the terms of that certain Delegated Credentialing Agreement between the Parties, as may be amended or replaced from time to time. DHS and SSMWI each represent and warrant to DHP that all information it has already provided or will hereafter provide to DHP in complying with such procedures is and will be accurate and complete. DHS and SSMWI each further warrant and represent to DHP that all individual physicians employed by it or with which it directly or indirectly contracts (including Subcontractors) pursuant to this Agreement shall have full and unrestricted licenses to practice medicine in the State of Wisconsin (or other states where required), shall be properly certified to participate as physicians under Titles XVIII and XIX of the Social Security Act, and shall be members in good standing of the medical staff of all hospitals identified in their credentialing or recredentialing submissions to DHP. Such physicians shall not perform any procedures with respect to Members which are outside the scope of the specialties for which they have been credentialed by DHP. DHS and SSMWI agree to inform DHP of any: (i) significant physical or mental condition or other difficulties that impair such physicians' ability to provide Covered Services; (ii) any initiation of disciplinary action made with regard to such physicians by any agency with authority over DHS or SSMWI or any Provider or Subcontractor with which DHS or SSMWI contracts; and (iii) any changes in licensure, malpractice and general liability insurance coverage, Titles XVIII and XIX provider status, and involuntary changes in medical staff memberships and privileges.

3.6 Hospital Licensing and Accreditation. Hospital Providers including, without limitation, SSMWI, shall at all times maintain: (i) a license issued by the State of Wisconsin to operate as a hospital or acute care facility; (ii) certification from the U.S. Department of Health and Human Services to provide services to citizens under Title XVIII of' the Social Security Act, as amended; and (iii) full accreditation by The Joint Commission except as otherwise permitted by DHP in writing.

3.7 Medicare Regulations. For purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, 42 U.S.C. Section 1395x(v)(1)(I), as amended, and any written regulations related thereto:

3.7.1 DHS and SSMWI shall each, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, make available, upon written request of the Secretary of the United States Department of Health and Human Services (the

"Secretary"), or upon request of the Comptroller General of the United States (the "Comptroller"), or any of their duly authorized representatives, this Agreement, and such books, documents and records of such Provider as are necessary to certify the nature and extent of the cost of services provided hereunder; and

3.7.2 Where DHS and/or SSMWI carry out the duties of this Agreement through a subcontract, with a value or cost of or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary, upon request of the Comptroller, or any of their duly authorized representatives, the subcontract, and such books, documents and records of such organization as are necessary to verify the nature and cost of services rendered under the subcontract.

3.7.3 The parties shall comply with additional terms and conditions contained in Addendums A and B regarding Medicare Cost Products and Medicare Advantage Products.

3.8 Qualified Health Plan Compliance. In the event DHS and/or SSMWI provide administrative or health care services, or perform a material function, in connection with Members who receive DHP coverage through the Federally-Facilitated Exchange (or similar health insurance exchange), each agrees that (i) such delegated services are described in this Agreement, Section 3.1, (ii) DHP or the Department of Health and Human Services (or "HHS") may revoke such delegated services and reporting standards (or specify other remedies) in instances where DHP or HHS determines that DHS or SSMWI has not performed satisfactorily; (iii) DHS and SSMWI must comply with all applicable laws and regulations, including, but not limited to, 45 CFR § 156.340(a), as applicable; (iv) DHS and SSMWI shall permit access by the Secretary and the Office of Inspector General or their designees in connection with their right to evaluate through audit, inspection, or other means, to its books, contracts, computers, or other electronic systems, including medical records and documentation, relating to DHP's obligations in accordance with federal standards until ten (10) years from the final date of the Agreement period; (v) in accordance with applicable law, DHS and SSMWWI, and their employees, delegated entities and affiliates are not excluded by the HHS Office of the Inspector General, the General Services Administration or other applicable entity, and that DHS and SSMWI shall immediately notify DHP in the event that it, its employees, delegated entities or affiliates are excluded by HHS Office of the Inspector General, the General Services Administration, or other applicable entity, and (vi) if DHS or SSMWI delegates or subcontract any activity, function or responsibility under the terms of the Agreement (and provided such delegation or subcontract is permitted under the Agreement), DHS' or SSMWI's delegated or Downstream Entity (as defined by applicable law) shall comply with all of its obligations and the applicable laws and regulations under the terms of the Agreement. The terms of this Section 3.8 are not intended to limit, and shall not limit, similar rights or requirements contained in other sections of the Agreement. In the event terms of this Section 3.8 conflict with other terms of the Agreement, the terms of this Section 3.8 shall control; provided, however, that should terms of this Section 3.8 conflict with terms contained in Addendum B to this Agreement, the terms of Addendum B shall control.

3.9 Insurance. DHS and SSMWI shall each be responsible for maintaining for themselves, and requiring contracted Providers and Subcontractors to maintain for themselves,

such insurance coverages (or self-insurance) as are customary and usual for such Providers or Subcontractors. SSMWI and its affiliates may provide for some or all of such insurance coverages through the SSM Health Care Self-Insurance Plan. DHS and SSMWI shall provide DHP, upon written request, with copies of certificates of insurance or self-insurance evidencing the coverages so required and shall arrange for their insurers and those of contracted Providers (including Subcontractors) to notify DHP in writing thirty (30) days prior to any change in such coverages, and shall provide written evidence of such arrangements.

3.10 Hold Harmless.

3.10.1 Payment of the Capitation Payments for Commercial Products by DHP under this Agreement shall constitute payment in full for Covered Services rendered to Members under Commercial Product Benefits Contracts. In no event, including but not limited to nonpayment by DHP, its insolvency or breach of this Agreement, shall DHS or SSMWI or any contracted Provider or Subcontractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than DHP acting on their behalf for services provided pursuant to this Agreement. This provision shall not prohibit collection of charges for Member Responsible Payments. This provision shall not prohibit collection of charges for services not covered under the terms of a Benefits Contract.

3.10.2 Neither DHS nor SSMWI (nor any contracted Provider or Subcontractor) shall exercise its right, if any, under Wis. Stat., Section 609.92 to elect to be exempt from Wis. Stat., Section 609.91(1)(b). DHS and SSMWI acknowledge that by agreeing not to make an election under Wis. Stat., Section 609.92, each is obligated to abide by the provisions of this Agreement and Wis. Stat., Section 609.91(1), which protects Members from liability for the costs of Covered Services. Both DHS and SSMWI acknowledge receipt of the Notice attached hereto as Exhibit 1.

3.11 Insolvency Protection for Members. If DHP becomes insolvent, DHS and SSMWI shall assure that Covered Services continue to be furnished to Members in accordance with (i) the then-applicable "hold harmless" (currently set forth in Wis. Stats. Section 609.91 and summarized in Exhibit 1 hereto) and "continuity of care" (currently set forth in Wis. Stats. Section 609.24) provisions of Wisconsin law and administrative rules.

ARTICLE 4.
RESPONSIBILITY FOR FURNISHING OF COVERED SERVICES

4.1 Responsibility for Furnishing Covered Services.

4.1.1 DHS shall be required to furnish Members with all Covered Services which have been customarily furnished by DHS physicians or other DHS professionals provided that DHS may enter into agreements with Subcontractors to arrange for the performance of Covered Services to Members that will be billed to DHP by DHS.

4.1.2 SMH-M shall be required to furnish Members with all Covered Services which have been customarily furnished by it. SMH-M may enter into agreements with

Subcontractors to arrange for the performance of Covered Services to Members that will be billed to DHP by SMH-M.

4.1.3 With regard to those Covered Services which are not furnished by DHS or SSMWI pursuant to Section 4.1.1 and Section 4.1.2 above, DHS and SSMWI shall jointly arrange to furnish all such required services through contracts with appropriate Providers provided that (i) all such Providers are approved in advance by DHP, which approval shall not be unreasonably withheld, and (ii) all such contract arrangements shall be evidenced by written agreements, the form of which shall be approved in advance by DHP, which approval shall not be unreasonably withheld. DHS and SSMWI shall jointly provide for payment of such contracted Providers from the Capitation Pool Fund in accordance with the terms of the various contracts with such Providers and to non-contracted Providers pursuant to terms of the Members' Benefits Contracts.

ARTICLE 5.
ADMINISTRATION OF CAPITATION POOL FUND AND ERD RESERVE FUND; ADDITIONAL PRODUCTS

5.7 Access to Books and Records. Each of the Parties shall make its books and records freely available to each of the other Parties on reasonable notice and at reasonable times so that each Party may be reasonably assured that all payments and disbursements made to and from the ERD Reserve Fund and the Capitation Pool Fund have been calculated in strict accordance with the terms of this Agreement. Information obtained in the course of a Party's review of such books and records shall be used for no other purpose, and access to such information shall be confined to those individuals requiring such information in order to complete such review for such purpose. All copies of all documents obtained in completing any such review shall be returned to the source thereof upon completion of such review.

5.8 Stop-Loss Insurance. DHP shall assist DHS and SSMWI in obtaining such stop-loss or other like insurance as DHS and SSMWI may from time to time reasonably request in which case the cost of such insurance shall be paid by DHS or SSMWI, or out of the Capitation Pool Fund, as the case may be.

5.9 Patient Safety. The Parties hereto specifically acknowledge the importance of maintaining patient safety. To that end, the Parties shall work cooperatively to develop programs designed to improve patient safety. Upon thirty (30) days' advance written notice by DHP, each of DHS and SSMWI shall comply with all patient safety standards and reporting requirements established by or subscribed to by DHP, as DHP communicates to DHS and SSMWI from time to time. In recognition of the fact that such patient safety standards and reporting requirements may change after this Agreement is executed, DHP agrees to consider the concerns of each of DHS and SSMWI engendered by such standards or requirements, and to work with each of DHS and SSMWI to address such concerns to their respective satisfaction.

5.10 Additional Products. In addition to the Commercial Product, Medicare Cost Product, Medicare Advantage Product and Medicaid Product authorized by this Agreement, DHP from time to time may offer additional Products to Members. The terms and conditions of such additional Products shall be specified in amendments and/or addenda to this Agreement. Addendum A, Addendum B and Addendum C set forth specific terms and conditions applicable to the Medicare Cost Product, Medicare Advantage Product and Medicaid Product, respectively.

ARTICLE 6.
TERM AND TERMINATION

6.2 Termination for Breach. This Agreement may be terminated by any Party by delivery of a notice of termination to the other Parties if any other Party breaches any material provision contained herein and such breach continues without being cured for thirty (30) days after written notice of breach has been given by the terminating Party to the other Parties. Termination shall have no effect upon the rights and obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination. Notwithstanding the foregoing, DHS and SSMWI have no automatic right to terminate this Agreement if DHP is placed in receivership pursuant to Wis. Stat. § 645.

6.3 Suspension. The rights of any specific employee of DHS or SSMWI to provide Covered Services to Members may be suspended indefinitely and immediately upon written notice from DHP whenever DHP, in the exercise of its judgment alone, determines that such action may be necessary to safeguard the welfare of its Members.

6.4 Post-Termination Furnishing of Covered Services.

6.4.1 Upon the expiration or termination of this Agreement for any reason, DHP shall: (i) immediately stop writing new business in the form of Benefits Contracts for which DHS and SSMWI have financial responsibility under this Agreement; (ii) as quickly as reasonably possible, send notices of nonrenewal to the holders (and as required by OCI rules, the Members) of all then current Benefits Contracts for which DHS and SSMWI have financial responsibility under this Agreement; and (iii) take all other reasonable and necessary actions to wind down the business of providing Covered Services to Members as provided for in this Agreement. The preceding sentence shall not be interpreted as either: (i) prohibiting DHP from entering into alternative arrangements with DHS, SSMWI, or any other Provider for the purpose of providing Covered Services to Members, or (ii) mandating the liquidation of DHP; such decision to liquidate DHP would be made pursuant to the governing documents of DHP, all in compliance with Wisconsin laws and administrative rules, including without limitation those of OCI which would be applicable under the circumstances. DHS and SSMWI shall continue to provide and arrange for the provision of Covered Services to each Member covered by a Benefits Contract in effect as of the date of expiration or termination of this Agreement in accordance with any "continuity of care" requirements under then applicable law (currently set forth in Wis. Stats. Section 609.24) and through the later of the then current term of the applicable Benefits Contract for such Member or the expiration of any notice period for termination

or nonrenewal of such Benefits Contract, pursuant to the terms of the Benefits Contract or applicable law. The provision of, and compensation for, such Covered Services shall continue to be governed by the applicable provisions of this Agreement. Not later than one (1) year after the last applicable date for the provision of Covered Services, the Parties shall perform a final accounting and distribute any amounts remaining in the Capitation Pool Fund and ERD Reserve Fund in accordance with the provisions governing such Capitation Pool Fund and ERD Reserve Fund.

6.4.2 To the extent any specific procedures apply for accelerated termination of Products covered by any Addendum, such procedures will be set forth in such Addendum.

ARTICLE 7.
RELATIONSHIP BETWEEN THE PARTIES

7.1 Legal Status. None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create an agency, partnership, joint venture, quasi corporation, or any other relationship among the Parties other than that of independent parties contracting hereunder solely for the purpose of implementing the provisions of this Agreement. No Party hereto nor any of its employees is, or, by reason or the provisions hereof, shall be deemed to be the agent, employee or representative of any other Party.

7.2 Indemnification. DHS, SSMWI and Medica agree to indemnify, defend, and hold DHP, its officers, agents, directors and employees, harmless from and against any loss, cost, liability and expense which arise from gross negligence or willful misconduct by DHS, SSMWI or Medica, respectively, in their performance of services under this Agreement. With regard to the joint obligations of DHS and SSMWI, as set out in Article 3, Article 4 and Article 5 above, DHS and SSMWI shall each become entitled to contribution from the other in the event that either Party is required to bear more than their proportionate share of such obligations as is otherwise provided for in this Agreement. Subject to the foregoing, each Party shall be solely responsible for its own acts, omissions and negligence and the acts, omissions and negligence of its employees and other agents and representatives.

7.3 Dispute Resolution. The Parties firmly desire to resolve all disputes arising hereunder without resort to litigation. Any and all disputes arising under this Agreement will be first addressed by a meeting between appointed representatives from each of the Parties (which shall include a senior level executive from each Party) at a time and place agreed to by the Parties, to review, discuss and attempt in good faith to resolve such dispute. If such Party representatives are unable to reach an agreement on resolution on such dispute within thirty (30) days after submission thereof to such Party representatives, the Parties shall, in good faith, attempt to resolve the dispute through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association by a mutually acceptable mediator to be chosen by the Parties. The Parties agree to commence the first mediation session at a mutually acceptable location within thirty (30) days of written notification requesting mediation of the dispute. The costs of such mediation, including fees and expenses, shall be borne equally by the Parties. In the event mediation does not resolve the dispute, then any Party shall be entitled to initiate legal action in a court of competent jurisdiction.

ARTICLE 8.
MISCELLANEOUS

8.1 Liaison. DHP, DHS and SSMWI shall maintain an effective liaison in close cooperation with each other to: (i) provide maximum benefits to each Member at the most reasonable cost, consistent with applicable quality standards of DHP, DHS and SSMWI; and (ii) improve the contractual and other working relationships among such Parties and contracted Providers.

8.2 Subcontracts and Assignments. Neither DHS, SSMWI nor Medica shall subcontract or otherwise delegate its duties under this Agreement, except as specifically permitted by this Agreement, unless DHP so consents in writing, which consent shall not unreasonably be withheld. Each Party shall ensure that each of its permitted Subcontractors is bound by the applicable terms and conditions of this Agreement which are explicitly made applicable to Subcontractors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns. No Party may assign this Agreement, either directly or by operation of law, absent the written consent of the non-assigning Parties, which consent will not be unreasonably withheld; provided, however, that, contingent upon applicable regulatory approval, DHP may assign, subcontract or delegate provision of the administrative services it is obligated to provide under this Agreement to an insurance carrier or third party administrator that controls, is controlled by, or is under common control, with DHP.

8.3 Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the State of Wisconsin.

8.4 Prior Agreements. This Agreement supersedes any and all prior agreements, negotiations or understandings, oral or otherwise, regarding the subject matter hereof for the delivery of health care services on or after the Effective Date, among the Parties hereto including, without limitation, the Service Agreement effective January 1, 2017 between DHP, DHS and SSMWI.

8.5 Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not create nor be construed to create any rights in any manner whatsoever in any other person or entity as a third party beneficiary. The Parties reserve the right to amend or terminate this Agreement without notice to, or consent of, any Member.

8.6 Amendments. No change shall be made in this Agreement or in any Addendum or Exhibit to this Agreement without the prior written approval of DHP, DHS, Medica and SSMWI.

8.7 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be addressed in writing and hand-delivered or sent by certified and prepaid mail, return receipt requested, addressed as follows:

To DHP: Dean Health Plan, Inc. 1277 Deming Way Madison, Wisconsin 53717 Attention: President / CEO with copy to: Dean Health Plan, Inc. 1277 Deming Way Madison, Wisconsin 53717 Attention: General Counsel	To DHS: Dean Health Systems, Inc. 1808 West Beltline Highway Madison, Wisconsin 53713 Attention: President, Medical Groups with copy to: Dean Health Systems, Inc. 1808 West Beltline Highway Madison, Wisconsin 53713 Attention: General Counsel
To SSMWI: SSM Health Care of Wisconsin, Inc. 1808 West Beltline Highway Madison, Wisconsin 53713 Attention: Regional President with copy to: SSM Health Care of Wisconsin, Inc. 1808 West Beltline Highway Madison, WI 53713 Attention: General Counsel	To Medica: Medica Health Management, LLC c/o Medica Holding Company 401 Carlson Parkway Minnetonka, MN 55305 Attention: President / CEO with copy to: Medica Holding Company 401 Carlson Parkway Minnetonka, MN 55305 Attention: General Counsel

8.8 Headings. The headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement nor to affect its meaning or interpretation.

8.9 Additional Action. Each Party shall take, and shall cause others under its control to take, all actions that may be reasonably necessary to carry out the provisions of this Agreement or any part hereof.

8.10 Waiver. The failure to exercise any term or condition of this Agreement shall not be deemed a waiver of any subsequent right to exercise that or any other such term or condition. No term or condition of this Agreement may be waived except in writing by the Party charged with the waiver.

8.11 Trade Names. DHS and SSMWI each respectively consents to the use of their names, the names of their respective Provider groups and/or facilities, their areas of practice, their addresses and telephone numbers in any advertisements or other promotional materials prepared

or disseminated by DHP for the purpose of encouraging Members' use of the services of such Providers or otherwise promoting the purchase of DHP's products and services, provided that the names of DHS and SSMWI shall not be included in any advertising or promotional materials promoting Covered Services which violate the Directives. DHS and SSMWI agree that they shall not utilize the trade names or trademarks of DHP in any written or oral announcements or promotional materials without the prior written consent of DHP. DHS shall and hereby does grant DHP and SSMWI a nonexclusive, nontransferable license to use such trademarks and trade names in marketing and promoting Benefits Contracts, soliciting new Members and otherwise meeting their obligations under this Agreement. This license shall continue in full force and effect throughout the term of this Agreement and shall terminate at such time as this Agreement terminates.

8.12 Confidentiality; Trade Secrets. All written confidential business information and other trade secrets disclosed by one Party to another pursuant to this Agreement shall be (i) marked by the disclosing Party as "Confidential," or (ii) considered confidential by its nature. No such confidential business information or trade secrets shall be utilized by the receiving Party for any purpose other than meeting its obligations or exercising its rights under this Agreement. Such trade secrets shall be revealed by the receiving Party to its respective employees on a "need-to-know" basis and shall not be revealed to any third party without the prior written consent of the disclosing Party. All materials containing, comprising or referring to such confidential business information or trade secrets shall be immediately returned to the disclosing Party upon its request.

8.13 Construction. Whenever from the context it appears appropriate, any terms stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter. All financial terms used in this Agreement shall be construed in accordance with generally accepted accounting principles and all financial calculations required by this Agreement shall be made on an accrual basis in accordance with such principles consistently applied on a historical basis.

8.14 Unforeseen Circumstances. In the event that at any time DHS or SSMWI does not have adequate personnel or facilities to provide Covered Services to Members because of circumstances beyond its reasonable control such as major disaster, epidemic, war, complete or partial destruction of facilities, disability to a significant number of personnel or significant labor disputes, DHS or SSMWI, as the case may be, shall provide Covered Services to Members to the extent possible according to its best judgment in light of the limitations on such facilities and personnel as are then available, and shall utilize its best efforts to arrange for substitute personnel and facilities (with the cost of any such substitute personnel and facilities being charged to the Capitation Pool Fund).

8.15 Partial Invalidity. If any provision of this Agreement finally is determined to be invalid or otherwise unenforceable, such partial invalidity or unenforceability shall not cause the remaining provisions of this Agreement to be invalid or unenforceable; provided, however, that if such invalidity or unenforceability frustrates any material expectancy of any Party, the Parties agree to negotiate in good faith and reach an equitable solution as to the fair compensation to be received by the Party and/or Parties whose material expectancy has been frustrated, which

compensation shall be provided by the Party and/or Parties benefiting from the invalidity and unenforceability.

8.16 Changes in Law and Regulations. In the event any applicable federal or state law or any regulation, order or policy issued under any such law or regulation, including sub-regulatory guidance, is changed (or any judicial or administrative interpretation thereof is developed or changed) under which the continued performance by a Party under this Agreement would be illegal, any adversely affected Party shall notify the other Parties in writing of such change and the effect of the change (the "Section 8.17 Notice"). The Parties shall enter into good faith negotiations for a period of sixty (60) days following the delivery of the Section 8.17 Notice or one or more extended periods beyond sixty (60) days upon which the Parties may mutually agree in writing (in either case, the "Discussion Period") to modify this Agreement to address such change. A Party which believes in good faith that all or a portion of its continued performance would not be in compliance with applicable laws, regulations, and sub-regulatory guidance may suspend that portion of its performance under this Agreement which exposes the Party to liability for illegal conduct. If an agreement on modifying this Agreement is not reached among the Parties by the end of the Discussion Period, this entire Agreement will terminate effective ten (10) days after the end of the Discussion Period, subject to the applicable continuing care and winding-up provisions of Section 6.4.

8.17 Claim Format, Books and Records. Each Provider shall comply with all applicable requirements of Ins. 3.65, Wis. Adm. Code, as amended from time to time. Each Provider shall retain copies of its invoices/claims (or the source documents in the case of electronic claim transfers) for at least seven years. All books and records of DHP are and shall remain the property of DHP and are subject to the control of DHP. Books and records of DHP shall include all books and records developed or maintained under or related to this Agreement. The books, accounts, and records of each Party shall clearly and accurately disclose the nature and details of the transactions including the accounting information which is necessary to support the reasonableness of the charges or fees to the respective parties. Expenses incurred and payment received for the transactions are allocated to DHP in conformity with customary insurance accounting practices consistently applied.

8.18 Survival. The provisions of this Section and Sections 2.6, 3.4, 3.7, 3.8, 3.10, 5.7, 6.4, 7.2, 7.3, 8.3, 8.5, 8.6, 8.7, 8.8, 8.10, 8.11, 8.12, 8.18 and 8.19 shall survive the termination of this Agreement.

8.19 Delinquency Proceedings. In the event DHP is placed in delinquency proceedings or is seized by the commissioner of the Wisconsin Office of the Commissioner of Insurance under Wis. Stat. § 645, (i) all the rights of DHP under this Agreement extend to said commissioner, and (ii) all books and records will immediately be made available to the receiver or the commissioner, and shall be turned over to the receiver or commissioner immediately upon the receiver's or the commissioner's request. DHS and SSMWI will continue to maintain systems, programs, or other infrastructure notwithstanding a delinquency proceeding or seizure by the commissioner under Wis. Stat. § 645, and will make them available to the receiver for so long as DHS and/or SSMWI continue to receive timely payment for services.

8.20 Advancement of Funds, Oversight and Invested Assets. DHP shall not be required to advance funds to DHS, SSMWI or Medica if such advancement is not required by reimbursement, payment or other conditions contained in this Agreement (provided, however, that such requirement does not prohibit loans or capital transactions that involve DHP and DHS, SSMWI or Medica which are otherwise permitted by statute or rule). DHP will maintain oversight for functions provided hereunder to DHP by DHS and SSMWI, and will monitor services annually for quality assurance. All funds and invested assets of DHP are the exclusive property of DHP, held for the benefit of DHP and are subject to control by DHP.

8.21 Counterparts; Signature. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument. Signatures to this Agreement may be delivered by facsimile, email or other electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

DEAN HEALTH PLAN, INC.

By: _____
President and Chief Executive Officer

DEAN HEALTH SYSTEMS, INC.

By: _____
President, Medical Groups

SSM HEALTH CARE OF WISCONSIN, INC.,
owning and operating SSM Health St. Mary's Hospital-Madison

By: _____
Regional President

MEDICA HEALTH MANAGEMENT, LLC

By: _____
President and Chief Executive Officer

EXHIBIT 1

NOTICE

THIS NOTICE DESCRIBES HOLD-HARMLESS PROVISIONS
WHICH AFFECT YOUR ABILITY TO SEEK RECOURSE AGAINST
DHP ENROLLEES FOR PAYMENT FOR SERVICES

Section 609.94, Wis. Stat., requires each health maintenance organization insurer (HMO) to provide a summary notice to all of its participating providers of the statutory limitations and requirements in §§ 609.91 to 609.935, and § 609.97 (1), Wis. Stat.

SUMMARY

Under Wisconsin law a health care provider may not hold HMO enrollees or policyholders ("enrollees") liable for costs covered under an HMO policy if the provider is subject to statutory provisions which "hold harmless" the enrollees. For most health care providers application of the statutory hold-harmless is "mandatory" or it applies unless the provider elects to "opt-out." A provider permitted to "opt-out" must file timely notice with the Wisconsin Office of the Commissioner of Insurance ("OCI").

Some types of provider care are subject to the hold-harmless statutes only if the provider voluntarily "opts-in." An HMO may partially satisfy its regulatory capital and surplus requirements if health care providers elect to remain subject to the statutory hold-harmless provisions.

This notice is only a summary of the law. Every effort has been made to accurately describe the law. However, if this summary is inconsistent with a provision of the law or incomplete, the law will control.

Filings for exemption with OCI must be on the prescribed form to be effective.

HOLD HARMLESS

A health care provider who is subject to the statutory hold-harmless provisions is prohibited from seeking to recover health care costs from an enrollee. The provider may not bill, charge, collect a deposit from, seek remuneration or compensation from, file or threaten to file with a credit reporting agency or have any recourse against an enrollee or any person acting on the enrollee's behalf, for health care costs for which the enrollee is not liable. The prohibition on recovery does not affect the liability of an enrollee for any deductibles or copayments, or for premiums owed under the policy or certificate issued by the HMO.

A. MANDATORY HOLD HARMLESS

An enrollee of an HMO is not liable to a health care provider for health care costs which are covered under a policy issued by that HMO if:

1. Care is provided by a provider who is an affiliate of the HMO, owns at least five percent (5%) of the voting securities of the HMO, is directly or indirectly involved with the HMO through direct or indirect selection of or representation by one or more board members, or is an Individual Practice Association ("IPA") and is represented, or an affiliate is represented, by one of at least three HMO board members who directly or indirectly represent one or more Independent Practice Associations ("IPAs") or affiliates of IPAs; or,

2. Care is provided by a provider under a contract with or through membership in an organization identified in 1.; or

3. To the extent the charge exceeds the amount the HMO has contractually agreed to pay the provider for that health care service; or

4. The care is provided to an enrolled medical assistance recipient under a Department of Health and Social Services prepaid health care policy.

5. The care is required to be provided under the requirements of s. Ins 9.35, Wis. Adm. Code.

B. "OPT-OUT" HOLD HARMLESS

If the conditions described in A do not apply, the provider will be subject to the statutory hold harmless unless the provider files timely election with OCI to be exempt if the health care is:

1. Provided by a hospital or an IPA; or

2. A physician service, or other provider services, equipment, supplies or drugs that are ancillary or incidental to such services and are provided under a contract with the HMO or are provided by a provider selected by the HMO; or

3. Provided by a provider, other than a hospital, under a contract with or through membership in an IPA which has not elected to be exempt. Note that only the IPA may file election to exempt care provided by its member providers from the statutory hold harmless. (See Exemptions and Elections, No. 4.)

C. "OPT-IN" HOLD HARMLESS

If a provider of health care is not subject to the conditions described in A or B, the provider may elect to be subject to the statutory hold-harmless provisions by filing a notification with OCI stating that the provider elects to be subject with respect to any specific HMO. A provider may terminate such a notice of election by stating the termination date in that notice or in a separate notification.

CONDITIONS NOT AFFECTING IMMUNITY

An enrollee's immunity under the statutory hold harmless is not affected by any of the following:

1. Any agreement entered into by a provider, an HMO, or any other person whether oral or written, purporting to hold the enrollee liable for costs (except a notice of election or termination permitted under the statute);

2. A breach of or default on any agreement by the HMO, an IPA, or any other person to compensate the provider for health care costs for which the enrollee is not liable.

3. The insolvency of the HMO or any person contracting with the HMO, or the commencement of insolvency, delinquency or bankruptcy proceedings involving the HMO or other persons which would affect compensation for health care costs for which an enrollee is not liable under the statutory hold harmless;

4. The inability of the provider or other person who is owed compensation to obtain compensation for health care costs for which the enrollee is not liable;

5. Failure by the HMO to provide notice to providers of the statutory hold-harmless provisions; or

6. Any other conditions or agreement existing at any time.

EXEMPTIONS AND ELECTIONS

Hospitals, IPAs, and providers of physician services who may "opt-out" may elect to be exempt from the statutory hold harmless and prohibition on recovery of health care costs under the following conditions and with the following notifications:

1. If the hospital, IPA, or other provider has a written contract with the HMO, the provider must within thirty (30) days after entering into that contract provide a notice to the OCI of the provider's election to be exempt from the statutory hold-harmless and recovery limitations for care under the contract.

2. If the hospital, IPA, or other provider does not have a contract with an HMO, the provider must notify OCI that it intends to be exempt with respect to a specific HMO and must provide that notice for the period January 1, 1990, to December 31, 1990, at least sixty (60) days before the health care costs are incurred; and must provide that notice for health care costs incurred on and after January 1, 1991, at least 90 days in advance.

3. A provider who submits a notice of election to be exempt may terminate that election by stating a termination date in the notice or by submitting a separate termination notice to OCI.

4. The election by an IPA to be exempt from the statutory provisions, or the failure of an IPA to so elect, applies to costs of health care provided by any provider, other than a hospital, under contract with or through membership in the IPA. Such a provider, other than a hospital, may not exercise an election separately from the IPA. Similarly, an election by a clinic to be exempt from the statutory limitations and restrictions or the failure of the clinic to elect to be exempt applies to costs of health care provided by any provider through the clinic. An individual provider may not exercise an election to be exempt separate from the clinic.

5. The statutory hold-harmless "opt-out" provision applies to physician services only if the services are provided under a contract with the HMO or if the physician is a selected provider for the HMO, unless the services are provided by a physician for a hospital, IPA or clinic which is subject to the statutory hold-harmless "opt-out" provision.

NOTICES

All notices of election and termination must be in writing and in accordance with rules promulgated by the Commissioner of Insurance. All notices of election or termination filed with OCI are not affected by the renaming, reorganization, merger, consolidation or change in control of the provider, HMO insurer, or other person. However, OCI may promulgate rules requiring an informational filing if any of these events occur.

Notices to the Office of the Commissioner of Insurance must be written, on the prescribed form, and received at the Office's current address:

P. O. Box 7873, Madison, WI 53707-7873

HMO INSURER CAPITAL AND SECURITY SURPLUS

Each HMO insurer is required to meet minimum capital and surplus standard ("compulsory surplus requirements"). These standards are higher if the HMO insurer has fewer than 90% of its liabilities covered by the statutory hold-harmless. Specifically, beginning January 1, 1992, the compulsory surplus requirement shall be at least the greater of $750,000 or 6% of the premiums earned by the HMO insurer in the last 12 months if its covered liabilities are less than 90%, or 3% of the premiums earned by the HMO insurer in the last 12 months if its covered liabilities are 90% or more. In addition to capital and surplus, an HMO insurer must also maintain a security surplus in the amount set by the Commissioner of Insurance.

FINANCIAL INFORMATION

An HMO is required to file financial statements with OCI. You may request financial statements from the HMO. OCI also maintains files of HMO financial statements which can be inspected by the public.

Addendum A
to Capitation Service Agreement

Medicare Cost Product

1.

Addendum B
to Capitation Service Agreement

Medicare Advantage Product

1.

4. Additional definitions applicable to this Addendum B are listed in this Section 4:

4.1 "Completion of Audit" means completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

4.2 "Covered Services" means, for purposes of this Addendum B, medically-necessary services, benefits and related items which are customarily furnished by Providers either directly or indirectly, and which a Medicare Advantage Member is entitled to receive under or pursuant to terms of the Medicare Advantage Product. Benefits excluded under such Medicare Advantage Product are not Covered Services.

4.3 "Final Contract Period" means the final term of the contract between CMS and the Medicare Advantage Organization.

4.4 "Medicare Fee Schedule" means a fee schedule used by Medicare to pay doctors or other providers/suppliers.

4.5 "Medicare Advantage Manual" means the manual DHP shall make available to DHS and SSMWI detailing the policies, procedures and administrative information specific to the Medicare Advantage Product. The Medicare Advantage Manual is incorporated herein and made a part hereof by reference.

4.6 "Medicare Advantage Product" shall mean the Medicare Advantage policy offered to Medicare Advantage Members under the terms and conditions of DHP's Medicare Advantage contract with CMS.

4.7 "Medicare Advantage Program" ("MA") means an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

4.8 "Medicare Advantage Organization" ("MA organization") means a public or private entity organized and licensed by the State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements. As used in this Addendum B, the MA organization is DHP.

4.9 "Medicare Advantage Member" means a Medicare Advantage eligible individual who has enrolled in or elected coverage through DHP.

4.10 "Provider" means, for purposes of this Addendum B, (1) any individual who is engaged in the delivery of health care services in Wisconsin and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

4.11 "Service Area" means any county or partial county that may be approved by CMS to provide, or to arrange for the provision of, services under this Addendum B.

5. In addition to other terms and conditions contained in this Addendum B, the Parties agree to comply with Medicare Advantage Product and Program provisions (and other requirements) listed in this Section 5:

5.1 Confidentiality. DHS and SSMWI will comply with the confidentiality and Medicare Advantage Member record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Medicare Advantage Members to the records and information that pertain to them, as required under 42 C.F.R. §§ 422.504(a)(13) and 422.118.

5.2 Medical Records Maintenance. DHS and SSMWI shall maintain all patient medical records relating to Covered Services provided to Medicare Advantage Members in a manner that is accurate and timely and permits effective patient care/quality review by DHP pursuant to its quality improvement program. Medical records shall be retained by DHS and SSMWI for at least ten (10) years from (i) the expiration or termination of this Addendum B, regardless of the reason for termination; (ii) Completion of Audit; or (iii) such other time frame as required by

law or a government entity. 42 C.F.R. §§ 422.504(d) and (e).

5.3 Audit and Record Retention. DHS and SSMWI will allow the Department of Health and Human Services (DHHS), the Comptroller General, or their designees to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of DHS and SSMWI and entities related to CMS' contract with DHP) through 10 years from the final date of the Final Contract Period of the contract entered into between CMS and DHP or from the date of completion of any audit, whichever is later, as required under 42 C.F.R. §§ 422.504(i)(2)(i) and (ii).

5.4 Submission of Data. DHS and SSMWI shall submit requested encounter and other informational data to, and cooperate fully with, DHP in (i) its need to collect data for DHP administration purposes, and (ii) its obligation to provide the Secretary of the Department Health and Human Services with quality and performance indicators pertaining to Covered Services, such as health outcomes, enrollee satisfaction, enrollment and disenrollment data and any other reports the Secretary may reasonably require to carry out its functions in monitoring the Medicare Advantage Program. DHS and SSMWI agree to certify that any such data submitted to DHP is accurate, complete and truthful. 42 C.F.R. §§ 422.310 (d)(3)-(4), 422,310(e), 422.504(d)-(e), 422.504(i)(3)-(4), 422.504(1)(3).

5.5 HIPAA. DHP, DHS and SSMWI each acknowledge that it is a "Covered Entity," as defined in the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Each party shall protect the confidentiality of Medicare Advantage Member private health information and shall otherwise comply with the requirements of the privacy, security and transaction/code set standards set forth in the implementing regulations for HIPAA and the Health Information Technology for Economic and Clinical Health Act (the HITECH Act). 42 C.F.R. § 422.504(h)(2).

5.6 Excluded Persons. DHS and SSMWI are not, and shall not employ or contract with an individual or entity who is, excluded from participation in Medicare under section 1128 or 1128A of the Social Security Act (or with an entity that employs or contracts with such an excluded individual or entity) for the provision of health care services, and DHS and SSMWI represent and warrant that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e-(g), has occurred or is pending or threatened against DHS and SSMWI or, to DHS' and SSMWI's knowledge, against any employees, contractor or agent engaged to provide goods or services under this Addendum B. 42 C.F.R. § 422.752(a)(8).

5.7 Compliance with Contractual Obligations. DHS and SSMWI agree that all terms of this Addendum B and of the Agreement will apply equally to any employees, independent contractors and subcontractors of DHS and SSMWI who provide or may provide Covered Services to Medicare Advantage Members. DHS and SSMWI further agree to take all necessary actions to cause such employees,

independent contractors and subcontractor to comply with this Addendum B and the Agreement and all applicable laws and regulations and perform all requirements that are applicable to the Medicare Advantage Program, as required by 42 C.F.R. § 422.504(i)(3)(iii).

5.8 Interference with Health Care Professionals' Advice. DHP may not prohibit or otherwise restrict a health care professional, acting within the lawful scope of practice, from advising or advocating on behalf of a Medicare enrollee about the Medicare enrollee's health status, medical care or treatment options (including any alternative treatments that may be self-administered), including the provision of sufficient information to the Medicare enrollee to provide the Medicare enrollee an opportunity to decide among relevant treatment options, the associated risks, benefits, and consequences of treatment or non-treatment or the opportunity for the Medicare enrollee to refuse treatment and to express preferences about future treatment decisions. 42 C.F.R. § 422.206(a)(l).

5.9 Prompt Payment. When DHS and SSMWI submit clean claims as provided for in the Agreement, DHP shall arrange for payment from the proper fund for Covered Services rendered by DHS and SSMWI to Medicare Advantage Members in accordance with the Compensation Schedule attached hereto as Attachment 1 to Addendum B. DHP will make best efforts to pay to DHS and SSMWI within thirty (30) days after receipt of a clean claim. 42 C.F.R. § 422.520(b).

5.10 No Billing of Medicare Advantage Members. Payment by DHP under this Addendum B shall constitute payment in full for Covered Services rendered to Medicare Advantage Members. With respect to such payment, DHS and SSMWI agree to (i) hold harmless and protect Medicare Advantage Members, and not hold them liable, and (ii) that in no event, including but not limited to (a) non-payment by DHP, (b) insolvency of DHP, or (c) breach of the Agreement, shall DHS and SSMWI bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Medicare Advantage Member or persons other than DHP acting on a Medicare Advantage Member's behalf for Covered Services provided pursuant to the Agreement. This provision shall not prohibit collection of charges for coinsurance, co- payments, or deductible made in accordance with the terms of the Medicare Advantage Product. DHS and SSMWI may also collect from the Medicare Advantage Member amounts due for services that have been correctly identified in advance, with appropriate disclosure to Medicare Advantage Members of their financial obligation, as a non-Covered Service in accordance with the terms of their Medicare Advantage Product. This advance notice does not apply to services not covered due to a statutory exclusion from the Medicare Advantage Program. The prohibitions set out in this Section shall survive the termination of this Addendum B or the Agreement regardless of the cause giving rise to termination; shall be construed to be for the benefit of Medicare Advantage Member; and shall supersede any oral or written contrary agreement now existing or hereinafter entered into between DHS or SSMWI and Medicare Advantage Member or persons acting on their behalf. 42

C.F.R. §§ 422.504(g)(l) and 422.504(i)(3)(i).

5.11 Advance Approval and Referrals. DHS and SSMWI shall comply with DHP's policies and procedures regarding advance approval as set out from time to time in the Medicare Advantage Manual. Neither DHP nor the Medicare Advantage Member receiving services shall be required to compensate DHS and SSMWI for health care services which were not authorized in advance, when advance approval is required, except when such Covered Services are furnished due to an Emergency.

5.12 Continuation of Health Benefits. In the event of termination of this Addendum B or the Agreement, DHS and SSMWI shall continue to provide Covered Services for Medicare Advantage Members for the duration of the contract period for which CMS has made payments to DHP; for Medicare Advantage Members who are hospitalized on the date the CMS contract terminates, or in the event of an insolvency, DHS and SSMWI shall provide Covered Services through the date of discharge of the Medicare Advantage Member. Notwithstanding the foregoing, with respect to Medicare Advantage Members for whom DHP arranges for a transfer to another provider and provides written notice to DHS and SSMWI of such transfer, this Addendum B shall cease to apply for such Medicare Advantage Members, as of the effective date of such Medicare Advantage Member's transfer. 42 C.F.R. § 422.504(g)(2).

5.13 Compliance with Medicare Laws. DHS and SSMWI and any contractor or subcontractor of DHS and SSMWI shall comply with all applicable Medicare laws, regulations and CMS instructions as required under 42 C.F.R. § 422.504(i)(4)(v).

5.14 Services. DHS and SSMWI agree to provide and perform services consistent with and in compliance with DHP's contractual obligations to CMS as set forth in DHP's contracts with CMS, federal program participation requirements and DHP's policies and procedures which implement Medicare Advantage and Part D laws, regulations, and CMS instructions applicable to DHS and SSMWI for services to Medicare Members. 42 C.F.R. § 504(i)(4).

5.15 Compliance with Medicare Advantage Policies and Procedures. DHS and SSMWI shall comply with DHP's Medicare Advantage policies and procedures, including but not limited to, CMS' required policy and procedures as set forth in the Medicare Managed Care Manual, Chapter 11 - Medicare Advantage Application Procedures and Contract Requirements or in other CMS written guidelines, notices or bulletins. DHP's Medicare Advantage policies and procedures may be in the Medicare Advantage Manual or in separate policy and procedure documents and may be amended or updated from time to time by DHP. DHS and SSMWI acknowledge their access to the Medicare Advantage Manual and policies and procedures. 42 CFR §§ 422.504(j) and §422.202(b).

5.16 Medical Management and Quality Improvement Program. DHS and SSMWI shall cooperate and comply with DHP's medical policies, quality improvement programs, performance improvement, and medical management programs as established or revised by DHP. Current medical policies are available online or will be provided upon request. Such cooperation and compliance shall include, but not be limited to, making all information regarding medical policy, medical management and quality improvement available to DHP and CMS upon request, and providing to DHP such data as may be necessary to implement its quality improvement program and credentialing and recredentialing requirements. DHS and SSMWI also agree that DHP may use performance data obtained from DHS and SSMWI in performing quality audit activities and in any other manner consistent with the terms of the Agreement or as required by the NCQA or similar entity, CMS or any other applicable State or Federal authority. 42 C.F.R. §§ 422.202(b) and 422.504(a)(5).

5.17 Advance Directive. As applicable, DHS and SSMWI shall prominently document in each Medicare Advantage Member's medical record whether he or she has executed an advance directive. 42 C.F.R. § 422.128.

5.18 Culturally-competent. DHS and SSMWI must provide information regarding treatment options in a culturally-competent manner, including the option of no treatment and ensure that persons with disabilities have effective communications with other providers in making decisions regarding treatment options. 42 C.F.R. § 422.206(a)(2).

5.19 Non-Discrimination. DHS and SSMWI agree that, in providing services pursuant to this Addendum B, DHS and SSMWI shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans With Disabilities Act, and all related implementing regulations. DHS and SSMWI agree that it will (i) not discriminate against any Medicare Advantage Member on the basis of race, color, religion, sex, national origin, age, health status, participation in any government program (including Medicare), source of payment, participation in a health plan, marital status or physical or mental handicap nor (ii) contract with any contractors or subcontractors, which discriminate against any Medicare Advantage Member on such bases. 42 C.F.R. § 422.110 (health status only).

5.20 Provider Incentive Arrangements. DHS and SSMWI understand and agree that any Provider payment incentive arrangement pursuant to this Addendum B, including any payment incentive arrangement between DHS or SSMWI and a subcontractor, shall comply with all applicable requirements of the physician incentive regulations set forth by CMS. 42 C.F.R. §422.208.

5.21 Dual Eligible Members. As applicable, for all Medicare Advantage Members who are eligible for both Medicare and Medicaid benefits, Medicare Advantage

Members shall not be held liable for payment of Medicare Part A and B cost sharing amounts when the State Medicaid plan is responsible for paying such amounts. DHP shall inform DHS and SSMWI of the Medicare and Medicaid benefits and rules for Medicare Advantage Members who are eligible for both Medicare and Medicaid in DHP's Medicare Advantage Provider Manual. DHS and SSMWI may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the Medicare Advantage Member under Medicaid if the individual were not enrolled in such a plan. DHS and SSMWI shall (1) accept DHP's payment as payment full, or (2) bill the appropriate State source, as required by 42 C.F.R., Sections 422.504 (i)(3)(i) and 422.504(g)(l)(i).

5.22 Automatic Amendment. Notwithstanding any contrary provisions contained in the Agreement regarding amendment, the Parties agree that this Addendum B shall be automatically amended if DHP determines that such amendment is required in order for DHP to comply with applicable laws, rules, orders, regulations and subregulatory guidance regarding the Medicare Advantage Product or Program.

5.23 Inconsistent Terms. To ensure compliance with required CMS provisions for services rendered to DHP Medicare Advantage Members, this Addendum B shall supersede and replace any inconsistent terms, provisions or definitions in the Agreement, and shall continue concurrently with the term of such Agreement.

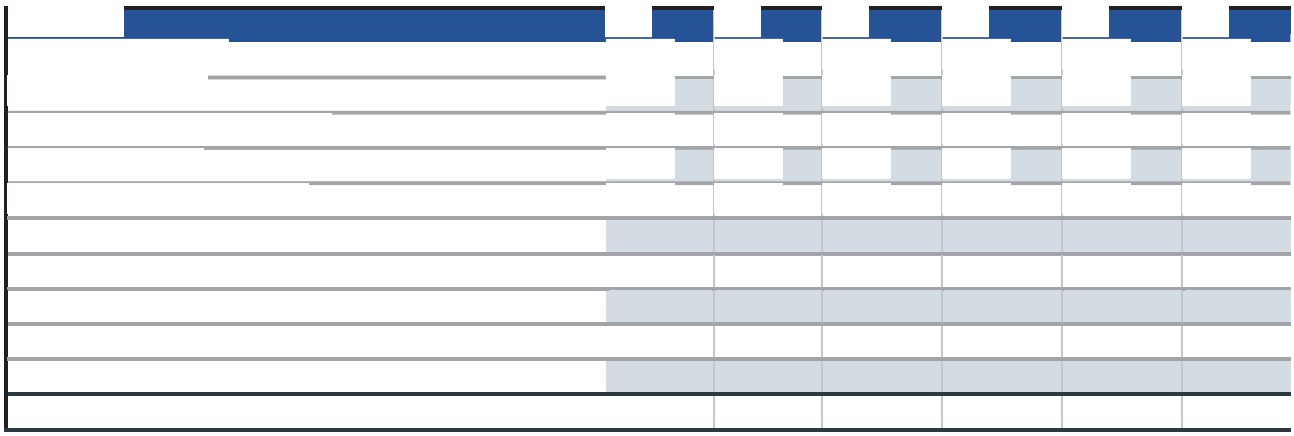
Attachment 1 to Addendum B
COMPENSATION SCHEDULE

Addendum C
to Capitation Service Agreement

Medicaid Product

1.

Addendum D
to Capitation Service Agreement



Addendum E
to Capitation Service Agreement

Non-Claims Medical Expenses

Addendum E

Addendum E

Addendum E

EXHIBIT E – SEE EXHIBIT 9 OF FORM A FOR REDACTIONS

EXHIBIT F – SEE EXHIBIT 10 OF FORM A FOR REDACTIONS

EXHIBIT G

OTHER UPDATES TO INTERCOMPANY AGREEMENTS

1. Modify Section 7.12 (Indemnification) to the Medicare Part D Pharmacy Benefit Management Services Agreement dated October 1, 2014 between Navitus Health Solutions, LLC and Dean Health Insurance, Inc. to read as follows:

   Section 7.12. Indemnification. Navitus shall indemnify, defend, and hold Sponsor (and its affiliates, officers, directors, and employees) harmless from any loss, cost, judgment, liability, damage, action or cause of action (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising from (i) a breach by Navitus of this Agreement, (ii) the gross negligence or intentional misconduct by Navitus personnel, employees and agents in carrying out Navitus' duties and obligations under this Agreement, and (iii) any fines, sanctions, or penalties levied against Sponsor as a result of Navitus' failure to administer the Plan in accordance with then-current laws, rules and regulations, except to the extent caused by a material breach by Sponsor of this Agreement or the gross negligence or intentional misconduct of Sponsor. The foregoing is intended to reflect that Navitus shall bear all risk of Losses associated with Navitus' administration of the Plan, provided such Losses are not caused by the gross negligence, intentional misconduct or material breach of this Agreement by Sponsor. Sponsor shall indemnify, defend and hold Navitus (and its officers, directors and employees) harmless from Losses arising from (i) a material breach by Sponsor of this Agreement or (ii) the gross negligence or intentional misconduct by Sponsor personnel, employees and agents in fulfilling Sponsor's duties and obligations under this Agreement.

2. Add the following new provision to the Medicare Part D Pharmacy Benefit Management Services Agreement dated October 1, 2014 between Navitus Health Solutions, LLC and Dean Health Insurance, Inc.:

   Section 5.05. Reformation or Termination for Compliance with Laws. In the event that the contents or validity of this Agreement are successfully challenged by any governmental authority under applicable law or either Party determines, based upon advice received from legal counsel, that a violation of a law has occurred or will occur as a result of this Agreement, the Party who learns of such challenge by a governmental authority or that determines that a violation of a law has occurred or will occur, as applicable, shall promptly notify the other Party and the Parties shall use good faith efforts to revise and reform the provisions of this Agreement in order to fully comply with applicable law while preserving to each Party, to the extent feasible, the economic benefits hereof. If the Parties are unable to agree upon appropriate reforms to this Agreement within sixty (60) days after commencing negotiations, any disagreement regarding the necessity or extent of reforms shall be referred to a single, qualified mediator selected by the Parties. Such mediator shall issue a written opinion within sixty (60) days of mediation as to the necessity or extent of required reforms. The mediator shall consider reformation which requires the least amount of changes necessary to comply with applicable law while, at the same time, leaving the Parties in the same

positions as prior to the changes to the extent possible. Costs of mediation shall be mutually shared between the Parties. Unless otherwise agreed to in mediation, and in the event either Party elects not to adhere to the mediator's opinion, the Parties shall retain their right to proceed with such other remedies available to each Party under this Agreement or in law.

DISCLOSURE SCHEDULES REDACTED IN FULL

AS CONFIDENTIAL TRADE SECRET