

**MILLIMAN ADVANCED RISK ADJUSTER AMENDMENT
TO
MILLIMAN PRM ANALYTICS LICENSE AGREEMENT**

This Milliman Advanced Risk Adjuster v4 Amendment (“**MARA Amendment**”) is entered into effective as of the signed date (the “**Amendment Effective Date**”) and pertains to and is made a part of the Milliman PRM Analytics License Agreement with an Effective Date of January 31, 2017, as amended (“**Agreement**”) between Milliman Solutions, LLC, a wholly owned subsidiary of Milliman, Inc. (“**Milliman**”) and WellSpan Population Health Services (“**Customer**”). All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Agreement.

1. **Amendment.** The parties hereby agree to amend the Agreement as follows:
 - a. Beginning on Amendment Effective Date, the fees set forth in Exhibit A of the Agreement are hereby amended to add the following:

License and Services	Annual Fees ²
Annual Fees ¹ <ul style="list-style-type: none"> ▪ MARA v4 License Fee Assumes the following population sizes: 172,300 total MSSP: 52,500 Wellspan Employee: 37,800 CBC Commercial: 25,700 CBC Medicare Advantage: 2,300 Gateway: 21,000 Highmark Commercial: 49,000 Highmark Medicare Advantage: 5,000	\$38,080
One-Time Upfront Fees	
<ul style="list-style-type: none"> ▪ MARA Implementation Fee 	\$12,000
First Year Total Fees	\$50,080

¹ The MARA License Fee will be billed annually starting with the Amendment Effective Date and in subsequent years shall be one hundred and five percent (105%) of the license fees applicable during the previous year.

² Milliman may charge additional one-time fees payable upon acceptance of work rendered under the Agreement.

These fees assume 172,300 enrolled patients. Additional and existing lines of business enrollment growth will be subject to an additional \$0.154 PMPY charge.

2. **Governing Terms.** As modified by this Amendment, Milliman and the Customer agree that the terms and conditions set forth in the Agreement, and all exhibits, schedules, addenda, and prior modifications thereto, if any, shall remain in full force and effect and shall govern, control, and contain the entire understanding between Milliman and the Customer with respect to the subject matter of this Amendment, except as otherwise modified by the express written agreement between Milliman and the Customer. In the event that any terms of this Amendment are inconsistent with the terms of the Agreement, then the terms of this Amendment shall control.

INTENDING TO BE LEGALLY BOUND, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

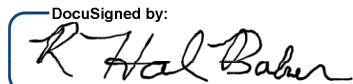
MILLIMAN SOLUTIONS, LLC

By 

Principal & Chief Product Officer
Title

May 19, 2021
Date

CUSTOMER

DocuSigned by:
By 
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Richard Baker
Title

5/18/2021 | 10:24 EDT
Date