FIRST ADDENDUM TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN NORTH SHORE – LONG ISLAND JEWISH HEALTH SYSTEM, INC. AND MILLIMAN, INC. DATED MARCH 8, 2013.

Notwithstanding anything to the contrary, the following terms and conditions contained in this addendum ("Addendum") are in addition to and made part of the Agreement For Consulting Services ("Master") entered into between North Shore – Long Island Jewish Health System, Inc. and Milliman, Inc. dated March 8, 2013 (collectively the "Agreement"). In the event of any conflict, inconsistency, or incongruity, between the terms of this Addendum and any other documents executed by the parties (including without limitation, the Master, any statement of work, purchase order, quote, invoice, proposal, license or side letter agreement), the terms of this Addendum shall, in all respects and at all times, govern and control regarding the subject matter contained herein. For the purposes of the Agreement, Northwell Health, Inc., formerly North Shore – Long Island Jewish Health System, Inc. may be referred to as "Northwell" or "Customer" and the party providing any hardware, software, equipment and/or services to Northwell may be referred to as "Milliman" or "Consultant."

The term "Customer" shall include Northwell, the North Shore-LIJ MSSP ACO, LLC and its participating providers, the North Shore-Long Island Jewish Health System Clinical Integration Network IPA and its participating providers as well as any Affiliated Entities or facilities of Customer whether existing at the time of execution or added by Customer during the term hereof. In the event an entity falls within the definition of Affiliated Entity after the Effective Date of the Agreement, such entity shall automatically become an Affiliated Entity hereunder. The term "Affiliated Entity" shall include an entity directly or indirectly controlled by or under common Control with Northwell Health, Inc. "Control" shall include the ownership, directly or indirectly, including via nominee arrangements, of 50% or more of the capital stock or other equity interest of an entity, and with respect to not-for-profit entities, "Control" shall mean the right to designate or appoint, directly or indirectly, approximately 50% or more of such corporation's members and/or directors, governors, trustees or other governing board or body.

Each of the terms and conditions of the Agreement are incorporated herein by this reference and all capitalized terms used in this Addendum, which are not otherwise defined herein, shall have the meanings set forth in the Agreement.

1. **License Grant.** Subject to the terms and conditions of the Agreement and each applicable Statement of Work attached hereto as a Schedule of the Agreement (each, a "SOW"), Consultant hereby grants to Customer a limited, non-transferable, non-sub licensable, non-exclusive right and license during the Term of the Agreement (as set forth below) to access and use Milliman's propriety products, such as its PRM Analytics® and related software and documentation as applicable (collectively, the "Product") for its internal business purposes, including all activities associated with its participation in value-based contracting programs such as the Medicare Shared Savings Program ("MSSP Program") of the Centers for Medicare and Medicaid ("CMS"). Consultant agrees to host the Product and make its applicable components available to Customer via the internet and to provide certain support services in connection with the Product as further described in the applicable SOW (collectively, the Product and additional services described herein shall be referred to as the "Services").

2. **Implementation and Training Services.** Consultant will implement and configure the Services and will provide training to Customer in accordance with the applicable SOW.

3. **Customer's Use of Services.** Customer agrees to use the Services solely: (i) for Customer's internal business purposes including those relating to its participation in value-based contracting programs such as the MSSP Program and (ii) in accordance with the written documentation and policies for the Services established by Consultant from time to time and furnished by Consultant to Customer. Customer will not provide access to any portion of the Services to any person or entity other than its employees or agents, or otherwise use the Services, except as expressly permitted by the Agreement or the applicable SOW. Customer may permit access to the Services to third party contractors provided that: (a) Customer shall ensure that all contractors' use and access to the Services is in compliance with the terms of the Agreement; (b) all contractors shall be under a written confidentiality agreement with Customer similar to the terms of the Agreement and the applicable SOW; and (c) Customer shall be and remain liable for any breach of the terms of the Agreement or the applicable SOW by its contractors. Notwithstanding the provisions of this Section 3, Customer may provide Product or derivatives of the Product or Services to third party vendors engaged at any time by Customer to provide portal hosting or management or other services designed to facilitate Customer's internal sharing of information.

4. **Ownership.** Consultant and its suppliers own all right, title, and interest in and to the following property (the "Consultant Property"): (i) the Services, including all software, hardware, and other technology used or made available by Consultant in connection with the Product; (ii) all ideas, know-how, and techniques that may be developed or discovered by Consultant (excluding Customer's Confidential Information) under the Agreement; and (iii) all intellectual property rights in and to the above property. This provision shall take precedence over any conflicting ownership language in Section 12 of the Master. Except as otherwise provided in the applicable SOW or applicable User Guide (defined herein): (a) the use rights set forth in this Addendum, the applicable SOW and User Guide are the entirety of Customer's rights in connection with any Consultant Property; and (b) Customer shall not use, reproduce, distribute, sublicense, broadcast, or commercially exploit any Consultant Property.

5. **Consultant's Right to Use.** Subject to the representations and warranties of Consultant as set forth in the Agreement, including but not limited to those specified in Sections 7-12 of this Addendum:

A. Customer hereby authorizes Consultant to use Customer's proprietary information, employee or patient records, and other data and information, including without limitation, information protected under any regulation, statute, policy or agreement, such the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 CFR Part 160 and 164 (collectively, "HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (which is part of the American Recovery and Reinvestment Act), and its related regulations, including any privacy and security provisions therein (collectively "HITECH") or a Data Use

Agreement with CMS (as defined herein) (collectively, the "Customer Data") that Consultant may obtain in the course of supplying the Services including any Customer Data that is obtained from or made available by CMS and shared with Consultant in connection with Customer's participation a CMS program such as the MSSP Program ("CMS Data").

B. Customer grants Consultant the right to de-identify and aggregate Customer Data and to use such de-identified and aggregated data for its own internal research purposes, provided that such data is never re-identified or associated with Customer, is used only for research, and is never sold to external customers or otherwise marketed as a source of de-identified data.

6. **Customer Agents.** As applicable, Consultant approves Customer's use of the Customers' agents on any server or other hardware configuration whether or not residing with any software including, without limitation, a) Symantec Antivirus; b) Tivoli Tape management; c) Big Fix Asset management; and d) CA NSM agent. Consultant further agrees that Customer may change any of its agents at any time with or without notice.

7. **Insurance.** In addition to the insurance provisions of Section 8 of the Master and prior to the commencement of operations contemplated by the applicable SOW, Consultant will purchase and maintain for the duration of the Agreement the following minimum insurance as will protect it, it's employees, agents, and representatives from any claim which may arise out or result from Consultant's operations under this contract whether such operation shall be by Consultant, its employees, contractors or subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

A.   Commercial General Liability (including coverage for bodily injury, property damage, personal and advertising injury, contractual liability and product-completed operations) limits of not less than:
    a.   Each Occurrence: $1,000,000
    b.   Annual Aggregate: $5,000,000

B.   Automobile Liability limits of not less than:
    a. $1,000,000 combined single limit for owned, non-owned and hired vehicles

C.   Excess Liability limits of not less than:
    a.   Each Occurrence: $5,000,000
    b.   Annual Aggregate: $5,000,000
    c.   Coverage to follow form of underlying policies.
    d.   Coverage to be excess of primary commercial general liability, automobile and employers' liability policies.

D.   Errors and Omissions Insurance:
    a. $5,000,000 per Claim/$5,000,000 annual Aggregate
    b.   Upon the expiration of this contract, and if the errors and omissions policy is cancelled within the contract term, Consultant must purchase a three year tail.

E.   Network Security/Cyber/Privacy Breach Insurance:
    a. $5,000,000 per occurrence/$5,000,000 annual aggregate
    b.   Upon the expiration of this contract, and if the network security/cyber/privacy breach policy is cancelled within the contract term, Consultant must purchase a three-year tail.

F.   Worker's Compensation Insurance - Statutory limits
    a.   Employer's Liability Insurance

i.	Bodily Injury by Accident:	$1,000,000 each accident
ii.	Bodily Injury by Disease:	$1,000,000 each employee
iii.	Bodily Injury by Disease:	$1,000,000 policy limit

G.   Statutory New York State Disability Benefits Insurance, if applicable, covering all persons employed in New York State by Consultant in connection with this contract.

H.   All insurance policies under the Agreement shall be on a primary and on a non-contributory basis to any other insurance which may be carried by Customer, including completed operations, and general liability and excess liability policies shall name as additional insured as their interest may appear:

> *Northwell Health, Inc., North Shore-Long Island Jewish Health Care, Inc. and any and all of their respective parents, partners, subsidiaries, members, affiliates, officers, directors, trustees, employees, agents, successors, assigns and representatives*

I.   Consultant shall, before the commencement of any provision of any Services, file certificates of such insurance with Customer. Renewal of insurance certificates shall be furnished at least thirty (30) days prior to the expiration of any coverage herein.

All insurance must be with an insurance carrier authorized to do business in the State of New York and maintain no less than, A.M. Best's rating of "A-", size VIII.

J.   A breach of this Section 7 shall be grounds for immediate termination for cause by Customer in its sole discretion without providing Consultant the ability to cure such breach.

8.   **Applicable Regulations, Regulatory Compliance and Data Use Agreements**. Consultant warrants that the Services, including the Product and all hardware, software, materials, equipment, supplies and services of any kind purchased pursuant to the Agreement will, at all times, fully conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations as any such laws, ordinances, rules and regulations may be further amended, revised or otherwise imposed on Customer and/or Consultant, including but not limited to:

A.   **Information Security Breach and Notification Act:** Section 208 of the State Technology Law (and section 899-aa of the General Business Law require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including

an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination and the Consumer Protection Board. Information relative to the law and the notification process is available at: http://www.cscic.state.ny.us/security/securitybreach/.

B.   **Data Use Agreement**: Consultant warrants that it has entered into, and shall at all times maintain, a valid Data Use Agreement Addendum for Data Acquired from the Centers for Medicare & Medicaid Services ("Data Use Agreement with CMS" or "CMS DUA") which attests to Consultant's agreement with the terms and conditions defined in Customer's ACO Data Use Agreement 28415 with CMS.

C.   **Regulatory Compliance**. Consultant further agrees that in the event it receives any written notice of non-compliance with any statute, regulation, or data use agreement, from any federal or state agency that may materially affect Consultant's performance hereunder, Consultant will immediately notify Customer in writing of the receipt of such notice and the nature of such notice.

9.   **Secure Data Access**. To the extent Consultant needs to gain access to Customer Data, Consultant shall, at all times, gain such access solely through secure and encrypted communications channels as provided herein. Consultant is responsible for setting up, at its sole cost and expense, the access to Customer Data such that Consultant only has access to the Customer Data necessary for Consultant to complete its obligations under the Agreement and the applicable SOW. If applicable, Consultant agrees to use either an individual client VPN or a business site-to-site VPN to establish inter-party data connectivity. Consultant shall assist Customer in implementing, testing and verifying the VPN connections. Consultant shall only access and/or use Customer Data as necessary to provide the Services specified in the applicable SOW. Consultant's unauthorized access to and/or use of Customer Data not required or necessary to provide the Services shall be considered a material breach of the Agreement by Consultant, and such Customer Data shall be treated as Confidential Information as defined in the Confidentiality Sections of the Agreement. When accessing Customer Data on Customer's network, Consultant shall, at all times, follow Customer's Remote Access Security Guidelines as updated from time-to-time, furnished by Customer, and currently available electronically at: https://www.northwell.edu/sites/northwell/files/900.08-Remote%20Access%20Policy_0.pdf

10. **Data Restrictions**. Notwithstanding anything to the contrary in the Agreement, Consultant agrees not to print or otherwise duplicate Customer Data in any form whatsoever, including but not limited to hardcopy, electronic copy, screen prints, data dumps, etc., except as permitted under the CMS DUA, as necessary to perform the Services and as expressly permitted in Sections 5 and 11 herein.

11. **Confidentiality.**

A. In addition to the confidentiality obligations contained in the Master, Consultant agrees to comply with any security protocols, guidelines or standards as promulgated from time to time during the term under HIPAA, HITECH, New York General Business Law Sections 399-dd and 899-aa or other similar government regulation, and with the terms of its Data Use Agreement with CMS. Without limiting Consultant's obligations under its CMS DUA, upon the sooner of a written request of Customer, completion of an SOW, or termination of the Agreement, Consultant shall return, destroy or de-identify, within thirty (30) days of the effective date of termination, all Customer Data in Consultant's possession. Destruction shall be completed in accordance with the CMS DUA and the then current Federal Information Processing Standards compliant media sanitation guidelines issued by the National Institute of Standards and Technology, and de-identification shall be completed in accordance with the CMS DUA and the then current HIPAA Privacy Rule compliant de-identification guidelines issued by the Office of Civil Rights, or such other appropriate regulatory authorities. Promptly upon completion but in no event later than forty-five (45) days of termination of the Agreement, Consultant shall attest in writing to Customer that all such Customer Data was returned, destroyed or de-identified in accordance with this provision. Except where the CMS DUA imposes a stricter obligation, Customer Data that was previously backed up will be destroyed as soon as possible after Agreement termination, not to exceed one (1) year past such date. Consultant shall attest in writing to Customer that all such Customer Data has been destroyed or de-identified in accordance with this provision promptly upon completion but in no event later than one (1) year past such due date. In all cases, Consultant shall also ensure compliance with this Section 11.A by any Consultant subcontractors who possess Customer Data. Notwithstanding anything contained herein, Consultant may retain one copy of any Customer Data as necessary to comply with any applicable work product documentation standards, subject to the continued confidentiality obligations herein, and to the extent not preempted by the CMS DUA.

B. For purposes of the Agreement, "Confidential Information" shall be further defined to include any and all Customer Data which (i) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, (ii) if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure, (iii) is of a nature or is disclosed under circumstances such that a reasonable person would consider it confidential, (iv) is CMS Data, or (v) is Protected Health Information or Personally Identifiable Information as these terms are defined in HIPAA (collectively, "PHI"). "Confidential Information" shall also include any combination of Customer Data with any one or more of the following data elements, when either the information or the data element is not encrypted, or encrypted with an encryption key that has also been acquired: (1) social security number; (2) driver's license number or non-

driver identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. In addition to the exceptions stated in Section 9(c) of the Master, "Confidential Information" does not include publicly available information which is lawfully made available to the general public from federal, state, or local government records.

C.   If any law, governmental authority or legal process requires a recipient to disclose Confidential Information produced by the other party, the recipient may disclose the Confidential Information, provided that, if legally permissible, the producing party is promptly notified in writing of such disclosure and given an opportunity to challenge such request. Notwithstanding the foregoing, Consultant shall notify Customer within two business days following discovery of any breach of Consultant's confidentiality obligations under the Agreement including any unauthorized access or acquisition, or access or acquisition without valid authorization, of computerized data that compromises the security, confidentiality, or integrity of Confidential Information maintained by Consultant, if the Confidential Information was, or is reasonably believed to have been, acquired or accessed by a person without valid authorization. Good faith acquisition of Confidential Information by an employee or agent of Consultant for the purposes of the business contemplated herein is not a breach, provided that the Confidential Information is not used or subject to unauthorized disclosure. Such notice required herein shall be directly provided to the other party by either (a) written notice or (b) electronic notice with confirmation of receipt. In determining whether information has been accessed, acquired, or is reasonably believed to have been accessed or acquired, by an unauthorized person or a person without valid authorization, Consultant may consider the following factors, among others: (1) indications that the Confidential Information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device; or (2) indications that the Confidential Information has been downloaded, copied or otherwise accessed by an unauthorized person or person without valid authorization, such as through ransomware, phishing, or other malicious software; or (3) indications that the Confidential Information was used by an unauthorized person, such as a fraudulent accounts opened or instances of identity theft reported.

D.   Customer shall ensure the confidentiality of its corporate identification codes, user identification codes, and user passwords used in connection with the Services ("ID Codes"). Customer shall be responsible for all transactions entered through and under such ID Codes, and any such transactions will be deemed to be made by Customer. In no event will Consultant be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

E.   Neither Party shall refer to the Services in any communications with third parties other than CMS. In particular, without limiting the foregoing, Customer shall not refer to the Services as the basis or source for decisions related to the management of an individual patient. Neither party shall refer to the identity of the other party in any disclosures to unaffiliated third parties, except upon demand from any law, government authority or legal process with notice to the other party, including without limitation, promotional material or press releases relating to the Services, unless the prior written consent of the other party has been obtained.

12. **Compliance.** Each Party warrants and represents that it will comply with all applicable laws, codes, regulations, ordinances, and all applicable export laws promulgated by any and all federal, state, municipal or other legislative bodies, courts or agencies having jurisdiction over the parties. If this transaction involves any disclosure of PHI to Consultant, and Consultant is determined to be a Business Associate as defined in HIPAA, Consultant will execute a mutually agreeable Business Associate Agreement. Throughout the term of the Agreement including any renewal terms, any system, version, release, or other update needed to keep the Services, including the Product and any software, and/or Consultant compliant with the provisions of HIPAA and/or HITECH shall be included within maintenance services without additional charge to Customer.

13. **Payment.** All properly presented and undisputed invoices shall be due and payable within sixty (60) days of receipt by Customer. Consultant shall begin invoicing Customer upon Customer's issuance of a purchase order ("Purchase Order") or Customer's acceptance of any Service as detailed in the applicable SOW. All invoices must provide appropriate details as to what is being charged and include all required backup documentation. All invoices must reference the applicable Purchase Order number and are to be addressed to Northwell Health, Inc., at the address provided in the Purchase Order, to the Attention of the Accounts Payable Department. Consultant agrees that it will not begin rendering services or billing Customer until: (i) the Agreement is fully executed; (ii) the applicable SOW is fully executed; and (iii) Customer has issued a Purchase Order to Consultant. Invoices that do not comply with this Section 13 will not be honored, processed, or paid by Customer. Notwithstanding anything to the contrary, Consultant agrees that no mark-up will be placed on any pass through expenses and further agrees that Customer will not be billed nor be responsible for any travel or related expenses incurred by Consultant. In no event shall Customer be obligated to pay any invoices unless and until Customer receives a countersigned copy of all related contract documents.

14. **Term and Termination.**

A.   Term. Each SOW shall commence on the Effective Date stated therein and shall continue as further described in the applicable SOW unless sooner terminated as per this Section 14. Each party shall designate a contact person (and one or more backup contacts) to be primarily responsible for coordination of the Services (each, a "Contact"). Any authorized renewal terms for any SOW must be in writing and signed by the Parties. Under no circumstances will the Agreement or any SOW auto-renew.

B.   Termination with Cause. Either Consultant or Customer shall have the right to immediately terminate the Agreement and/or the applicable SOW, in its entirety in the event of a material breach of the terms of the Agreement or the applicable SOW by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the material breach.

C.   Termination without Cause. Except as otherwise specified in the applicable SOW, Customer shall have the right to terminate the Agreement in its entirety, or an individual Purchase Order or an SOW of the Agreement, without cause by

providing at least five (5) days prior written notice, without any penalty to Customer and no further payment obligations to the Consultant past the date of termination. Termination of any individual Purchase Order or SOW of the Agreement shall have no effect on the Agreement itself or any other executed documents between the parties. There will not be a return of any fees resulting from Termination without Cause

D.   Termination of support and maintenance. In the event a Statement of Work involves Consultant issuing a software license to Customer that includes a support and maintenance obligation, Customer shall have the right to terminate any support and maintenance without cause by providing at least five (5) days prior written notice, without any penalty to Customer and no further payment obligations to the Consultant past the date of termination. Upon termination of support and maintenance for the licensed software, Consultant shall have no further obligation to Customer related to the continued use of such software.

E.   To the extent specified in the applicable SOW, upon termination for any reason (i) Consultant shall provide Customer with all Customer Data in its possession at no cost or expense to Customer., (ii) Consultant shall refund to Customer any fees prepaid by Customer, minus the prorated amount for the Services provided up to termination. Additionally, upon termination of the Agreement or a Purchase Order or a SOW by Customer for failure by Consultant to deliver Services that materially meet the specifications detailed in the Agreement and applicable SOW, (iii) Consultant shall promptly refund the proportion of fees paid by Customer related to non-compliant performance of the Services; and (iv) Customer shall promptly pay Consultant for all undisputed fees accrued hereunder through the effective date of termination. Upon termination for any reason, Consultant may invalidate the ID Codes and otherwise deny further access to the Services. Termination of the Agreement or any Purchase Order or SOW shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination, and the applicable provisions of the Agreement shall continue to apply to such claim until it is resolved.

15.   **Indemnification.**

A.   In addition to the indemnity obligations set forth in Section 7 of the Master, Consultant agrees to defend, indemnify and hold harmless at its own and sole cost and expense Customer and/or Affiliated Entities as well as the respective directors, officers, employees, agents, contractors, executives, consultants, medical personnel and support staff of Customer and such Affiliated Entities (each, an "Indemnified Party"), against and for all third party claims of losses, causes of action, liability, costs, expenses, obligations, claims and damages of any kind, including without limitation, all expenses, judgments, penalties, fees and settlements, litigation costs, loss of revenue, reasonable attorney's fees and court costs, that Customer suffers or sustains or becomes liable for related in any manner to: (i) any breaches by Consultant of its confidentiality obligations; (ii) any Consultant employee or contractor tax, benefits or employment related issues including any claim for payment of benefits, compensation or salary asserted by an employee of Consultant or any claim for employment related taxes asserted by any governing body; and (iii) any cyber liability claim, privacy breach, or data security breach arising out of or in connection with the Products and/or Services

provided by Consultant. In the event Consultant is not responding to or managing such indemnification obligation to Customer's reasonable satisfaction, Customer shall be entitled to take control of such obligation at the sole cost and expense of Consultant.

B.   For any indemnifiable claim hereunder, an Indemnified Party shall provide the Indemnifying Party with prompt written notice of any such claim brought against it, together with copies of all related court documents involving such claim. An Indemnified Party's failure to provide timely notice to the Indemnifying Party of any such claim shall not relieve the Indemnifying Party from any liability hereunder, to the extent that the Indemnifying Party is not prejudiced by such failure. The Indemnifying Party, including the Indemnifying Party's insurance carrier, shall have the sole right to conduct the defense of any such claim, and all negotiations for its settlement. Notwithstanding the foregoing, the Indemnifying Party shall not concede, settle or compromise any such claim that contains an admission of liability on the part of the Indemnified Party, without the prior written approval of the Indemnified Party, which shall not be unreasonably withheld. The Indemnified Party shall provide the Indemnifying Party with such information and assistance for the defense of such claim as is reasonably requested by the Indemnifying Party.

16.   **Notices**. Any notice or other communication by either party to the other will be in writing and will be deemed to have been given upon receipt when hand delivered or sent by nationally-recognized overnight delivery service, or three (3) days after mailing, postage prepaid, registered or certified mail, addressed as follows:

If to Customer:
Northwell Health, Inc.
Office of Procurement
1979 Marcus Avenue
Suite E 124
New Hyde Park, NY 11042
contractmanagement@nshs.edu

If to Consultant:
To the address listed on the
applicable Purchase Order

with a copy to (legal claims or notices, only):
Northwell Health, Inc.
2000 Marcus Avenue
New Hyde Park, NY 11042
Attention: General Counsel

or to such other address as either party may designate by notice pursuant to this Section 16.

17.   **Assignment and Third Party Beneficiary Rights**. The Agreement and any SOW may not be assigned or subcontracted, in whole or in part, by Consultant without Customer's written consent. Any purported assignment or subcontracting without such consent shall be null and void. Notwithstanding the above, either party may transfer and assign the Agreement without the other party's consent to another entity under common control with the assigning party or to another entity that acquires substantially all of the assets of the assigning party or an Affiliated Entity. Absolutely no third party beneficiary rights are granted under the Agreement.

18. Warranties.

A. By Consultant:

    i.   General Warranty. Consultant warrants that, during the term of the Agreement, the Services shall materially conform to the specifications set forth herein. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be Consultant's use of diligent and reasonable efforts to correct, within a reasonable period of time given the circumstances, any errors found not to be in compliance with such warranty.

    ii.   Hosting Services Warranty. Consultant warrants that, if applicable, the Hosting Services will function, conform and perform (a) in conformity with Consultant's then-current documentation, specifications and applicable SOW (it being acknowledged that updates to such documentation, specifications and SOW shall not have the effect of diminishing the features or functionality of the Hosting Services, unless agreed to by Customer); and Consultant further warrants that it shall have and maintain sufficient resources, facilities, power, capacity, manpower and backup to assure that its Hosting Services shall be diligently performed in accordance with the terms and conditions of the Agreement throughout the term.

    iii.   Support Services Warranty. Consultant warrants that Support Services, if provided under the applicable SOW, will be performed by trained individuals in a professional workman-like manner, which individuals shall have appropriate skills, experience and expertise, and shall perform such services in conformance with the requirements of the Agreement. Consultant will promptly re-perform any service that is in breach of this warranty at no cost to Customer. Customer will notify Consultant of such breach within a reasonable time after the service is performed.

    iv.   Software Warranty. Consultant warrants that any software licensed under the Agreement will at all times conform to, perform, and function as described in the applicable SOW and User Guide. If at any time the software does not perform or function as described in the applicable SOW or User Guide. Consultant shall promptly correct such non-conformity free of charge to Customer.

    v.   Additional Warranties. Except as otherwise stated in an applicable SOW, Consultant further warrants that: (a) Customer shall receive free, good and clear title to the Services, including all Products or other deliverables developed, performed or provided under the Agreement and the applicable SOW; (b) each and every Service contemplated by the SOW shall: (i) conform to the specifications for same; (ii) be free of defects in materials and workmanship; and (iii) perform in accordance with the applicable documentation; (c) the support services and any user guides or other documentation provided by Consultant shall be sufficient

to enable Customer personnel to productively use, operate, maintain and troubleshoot any Services created or performed by Consultant; and (d) each and every term, condition, requirement, obligation and liability of Consultant hereunder have been included as a flow down provision in any agreement between Consultant and any Consultant subcontractor who will provide Services hereunder.

If Consultant breaches any of the above Warranties then Customer, in Customer's sole discretion, shall have the option of providing written notice to Consultant of intent to terminate in accordance with Section 14 herein.

B. **Limitation of Warranty**. The express warranties set forth in this Section 18 and in Section 13 of the Master are the sole warranties provided by Consultant hereunder. Consultant has no responsibility or liability regarding any information provided by or on behalf of Customer, any action taken by or on behalf of Customer by anyone other than Consultant or Consultant's employees, agents, affiliates, contractors or subcontractors, or any computer equipment used by Customer in connection with the Services, or for any actions or incidents that impact access to or use of the Services that are beyond the control of Consultant. CONSULTANT SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES PROVIDED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

19. **Disclaimer**. THE PRODUCT IS NOT A CLINICAL TOOL AND DOES NOT CONSTITUTE GUIDANCE FOR THE PRACTICE OF MEDICINE. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES AND REPRESENTATIONS SET FORTH ABOVE, CONSULTANT DISCLAIMS ANY WARRANTY THAT THE PRODUCT CONSTITUTES REASONABLE OR ORDINARY CARE IN THE PROVISION OF HEALTH CARE SERVICES TO ANY INDIVIDUAL PATIENT.

20. **Governing Law.** The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. Venue shall be either Nassau, Suffolk, Queens, Kings or New York County in the State of New York. Each party agrees that the provisions of this Section 20 are specifically enforceable, and any party that commences, prosecutes, or permits to continue any actions in any other forum not listed in this Section 20 shall pay all expenses, damages, and costs (including reasonable attorneys' fees) of the other party in relation to such actions outside of the forum listed in this Section 20.

21. **The User Guide.** The User Guide ("User Guide" as used herein) shall describe in detail the Services, including functionality, specifications, procedures for proper use, and troubleshooting tactics. The User Guide shall consist of all operator and user manuals, training materials, guides, listings, and other materials for use in conjunction with the Services, all as described in the Agreement and the applicable SOW. Consultant shall maintain the User Guide in an electronic format, as periodically updated, and shall provide on-line access to Customer. Customer

shall have the right, as part of the Services provided by Consultant, to make electronic and hard copies of the User Guide as Customer may determine to be necessary for its use of the Services; however when making copies, Customer agrees to use the then current User Guide as maintained on-line by Consultant.

22. **Transition Assistance.** To the extent specified in the applicable SOW, assuming Customer continues to pay all applicable fees for Hosting Services (defined below) during such Transition Period, for a period of up to one (1) year after the original termination or expiration of the Agreement (the "Transition Period"), (1) the Hosting Services being provided by Consultant to Customer to use the software under the Agreement as well as all other rights and obligations under the Agreement, will continue; and (2) Consultant will cooperate with Customer to assist the Customer with the transition of Customer's data from Consultant's data center to another (the "Transition). Consultant will charge Customer the then current rate for any services provided under this provision and Consultant will get authorization from Customer before providing any services under this provision. Customer shall immediately notify Consultant in writing if the Transition has been accomplished in a shorter time than the one (1) year allowed under the Transition Period. The Transition Period shall automatically and immediately terminate or expire upon the earlier of Consultant's receipt of Customer written notice as provided above or the one (1) year allowed under the Transition Period. The scope of license, title and any Confidentiality and intellectual property obligations of either Party set forth in the Agreement shall continue in full force and effect upon any expiration or termination of the Agreement, and if applicable, upon the expiration or termination of the Transition Period.

23. **Acceptance Testing and Acceptance of the Services.** Except as otherwise specified in the applicable SOW, after all functionality contemplated by the Agreement has been installed and successfully unit-tested Customer shall have sixty (60) days thereafter to test the Services, including the Product and any related software to ensure they comply with the functionality and specifications detailed in the SOW ("Test Period"). If during the Test Period Customer discovers the Services do not perform as detailed in the SOW, Customer shall notify Consultant of the defect(s) in the Services. Consultant shall correct the defect(s) within a reasonable time based on the nature and severity of the defect(s) and Customer shall have thirty (30) days after re-delivery to re-test the Services ("Re-Test Period") to ensure the defect(s) has been corrected by Consultant. If the defect(s) has not been corrected to the satisfaction of Customer or if other defects are discovered, Customer shall notify Consultant of the defect(s), Consultant shall correct the defect(s) within a reasonable time based on the nature and severity of the defect(s), and Customer shall have another Re-Test Period to ensure the Services comply with the SOW. Once Customer has determined the Services comply with the SOW, Customer shall notify Consultant in writing that Acceptance of the Services has occurred. If Consultant is unable to correct the defects discovered by Customer after three (3) attempts, Customer shall have the option to terminate the Agreement and the SOW with no liability or financial obligations to Consultant, or to continue to work with Consultant to correct defects until the software complies with the SOW and Customer notifies Consultant in writing that Acceptance of the Services has occurred. If Customer does not notify Consultant of a defect in the Services or provide Consultant with written notice of Acceptance of the Services during the Test Period or any Re-Test Period, Consultant shall

provide Customer written notice that Customer has not provided any notification of defects, and if Customer does not provide any such notification of defects within ten (10) days thereafter, the Services shall be deemed to be Accepted by Customer.

24. **Reporting Errors in the Software and Consultant Error Repair.** If applicable, see Operations Support Services, attached in the applicable SOW.

25. **Up-Time Guarantee; Response and Resolution Times; Credits for Breaches; Repeated Breaches.** If applicable, see Operations Support Services, attached in the applicable SOW.

26. **Complete Agreement.** The Agreement, which includes this Addendum, applicable SOW(s), and all documents explicitly incorporated by reference herein, constitutes the entire Agreement between the parties hereto, and supersedes all prior communications, whether oral or written, between the parties with respect to the subject matter of the Agreement. The Agreement may only be amended or modified by an instrument in writing, executed and delivered by the duly authorized and acting representatives of the Parties hereto.

No terms or conditions of Consultant referenced via URL or link shall be binding on Customer unless attached hereto as an exhibit and executed by Customer. In addition any "Click-Through" agreement agreed to by any end user shall have no legal effect on Customer and under no circumstances shall such "Click-Through" agreement be binding on Customer.
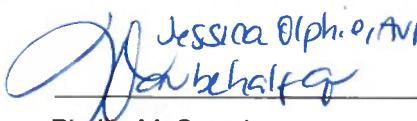
27. **Updates, Upgrades and New Versions of the Software.** To the extent specified in the applicable SOW, Customer shall be entitled to any and all Updates, Upgrades and new Versions of the software at no additional costs to Customer.

28. **Cooperation Clause.** In the event that any Consultant employee, sub-contractor, or agent, assigned to perform Services at a Customer site hereunder is found unacceptable to Customer for any reason, Customer shall notify Consultant of such fact and Consultant shall promptly cooperate with Customer to remedy the situation to the satisfaction of both parties.

29. **Support and Maintenance Fees.** Except as otherwise specified in the applicable SOW, Consultant shall not charge and Customer is not obligated to pay for any support and maintenance fees until Customer provides written notice of Acceptance of the Services as defined in Section 23 above. If support and maintenance fees are pre-paid, then these fees shall be prorated in order to comply with this Section 29.

30. **Work Rules and Screening.** Unless otherwise agreed to by the parties, Consultant's personnel and Consultant's subcontractors, shall observe the working hours, working rules and policies of Customer while working on Customer's premises, provided by verbal or written communication. Consultant represents and warrants, to the best of its knowledge, that any individuals assigned by Consultant to report to Customer's offices or facilities (including its hospitals) are in good health and do not have a communicable or contagious disease, condition, infection or other health problem. In addition, Consultant's assigned

individuals shall be subject to a background check, at Consultant's expense, including criminal record background check nation-wide and in the counties the person has lived in over the past seven years. Consultant shall not perform Services on Customer premises using any Individuals who do not pass such background check. In the event any of Consultant's assigned individuals are providing services at any of Customer's hospitals, Consultant agrees that prior to reporting to the facility, the individual must meet the health, immunization and infection control training criteria required of Customer's employees, which shall be communicated to Consultant upon request.

31. **Survival**. In addition to the Surviving Sections identified in Section 14 of the Master, all provisions which by their nature are intended survive termination or expiration of the Agreement, including but not limited to confidentiality, indemnification, warranty, liability and limits on liability, shall survive termination or expiration of the Agreement.

32. **Audits**. Except as otherwise specified in the applicable SOW, and regardless of the nature of software license, in no event shall Consultant be permitted to conduct any audit on Customer's premises or to introduce any technology on Customers computer systems or networks. Consultant's sole right to determine Customer's use of a solution is to request in writing that Customer certify to Consultant in writing it is in compliance with the terms of the Agreement. If such response by Customer determines that Customer is not in compliance, Consultant shall invoice Customer at a pro-rata amount based on the rates from the Ordering Document commencing upon such response to the end of the term of the applicable Ordering Document.

33. Section headings are for organizational and descriptive purposes only and it is the intention of the Parties that section headings have no meaning whatsoever and shall not be used to interpret the meaning or intent of any part of the Agreement in any way.

IN WITNESS WHEREOF AND INTENDING TO BE BOUND HEREBY, each Party has caused the Agreement to be executed by its duly authorized representative as set forth below.

NORTHWELL HEALTH, INC., on behalf of itself and its Affiliated Entities

By: _Jessica Olph. o, AVP on behalf of_

Name: Phyllis McCready

Title: VP/CPO

Date: 6/17/16

MILLIMAN, INC.

By: _Art Wilmes_ ELECTRONIC SIGN

Name: Arthur L Wilmes

Title: Principal and Consulting Actuary

Date: _6/17/2016_

SCHEDULE A - 1 – STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the terms and conditions of the Consulting Agreement dated March 8, 2013 and the Addendum thereto dated June 17 , 2016 (collectively the "Agreement") between Norwell Health, Inc. formerly North Shore – Long Island Jewish Health System, Inc. ("Northwell Health") and Milliman, Inc. ("Milliman"). In the event of any conflict, inconsistency, or incongruity, between the terms of this SOW and any other documents executed by the parties (including without limitation, the Master, any statement of work, purchase order, quote, invoice, proposal, license or side letter agreement), the terms of this SOW shall, in all respects and at all times, govern and control regarding the subject matter contained herein. Each of the terms and conditions of the Agreement are incorporated herein by this reference and all capitalized terms used in this SOW, which are not otherwise defined herein, shall have the meanings set forth in the Agreement.

Service Description for Milliman PRM Analytics™ Care Coordinator Reports

I. Scope. Milliman shall provide the following Product and Services:

A. Licenses, Product and Services. During the term of this SOW, Milliman grants Northwell Health a license to use its propriety PRM Analytics® and documentation as described herein (collectively, the "Product") for its internal business purposes, including all activities associated with its participation in value-based contracting programs such as the Medicare Shared Savings Program ("MSSP Program") of the Centers for Medicare and Medicaid ("CMS"). Milliman will host the Product and make its applicable components available to Customer via the internet and provide certain services in connection with the Product as described herein ("Services").

Customer acknowledges that in performing the Services Consultant will rely on data and other information provided to it by Customer and other sources. Consultant will not audit, verify or review the data and other information for reasonableness and consistency. Such a review is beyond the scope of our assignment. If the underlying data or information is inaccurate or incomplete, the results of Consultant's analysis may likewise be inaccurate or incomplete. In that event, the results of Consultant's analysis may not be suitable for the intended purpose.

B. Access or End User Licenses. During the Trial Period (as defined below), Consultant shall provide access or end user licenses to the PRM Report to up to 10 (ten) end users. During the Term, access or end user licenses will be provided for up to 25 (twenty-five) end users to the PRM Reports. Additional named user licenses may be added at $200 per named user license.

C. Milliman PRM Analytics Care Coordinator Reports

1. **Description.** The Care Coordinator Reports (CCRs) are an opportunity based analytic tool. They provide information at the population level, and facilitate drill down to the individual patient and physician level. The Care Coordinator Reports include Opportunity Prospective Scores - estimates of a patient's healthcare expenses and utilization over the next six months, absent additional ambulatory management intervention. The Opportunity Prospective Scores are developed using Consultant proprietary predictive analytics and can be used in selecting patients for further care intervention and in managing patients. To the extent the Customer provides information to be used by Consultant in performing analytics such as, for example, the in-network or out-of-network status of providers, Customer is solely responsible for the accuracy and completeness of the information provided.

2. **Components of the Care Coordinator Reports**

   a) **Filter Population.** The Filter Population capability allows a user to select patients based upon pre-defined demographic characteristics (e.g. patients assigned or assignable to Customer), provider characteristics (including, e.g., in-network and out-of-network status), clinical conditions, and Opportunity Prospective Scores. It also provides summary metrics regarding certain characteristics of the selected patient population.

   b) **Population Report.** The Population Report presents select Opportunity Prospective Scores, historic utilization measures, clinical condition highlights, demographics, and provider information for each patient in the selected patient population. Users can decide which patients they want more detailed information using the functionality and information included in the Population Report.

   c) **Patient Profiles.** A more detailed Patient Profile is available for each patient in the population. A Patient Profile presents a concise summary of the selected patient's prospective risk profile, chronic conditions, demographic and physician information, and historical inpatient, outpatient, and prescription drug claims.

   d) **Excluded Report.** The Excluded Report provides a list of patients included within the Customer Data but not included in the other portions of the Care Coordinator Reports. These patients may not have recent eligibility or sufficient historical data to be included.

3. **Access.** The Care Coordinator Reports are available to users authorized by Customer via a secure hosted web application.

4. Frequency. The Care Coordinator Reports are produced monthly during the term of this license after receipt of clean data from Customer.

5. User Guide. The Care Coordinator Reports are accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.

6. Training. Consultant shall provide one hands-on user training session of approximately 3-4 hours duration at the time of initial Customer set up at a location provided by Customer. Consultant also shall provide no more than three multi-site user training sessions of approximately 1-2 hours, scheduled at the convenience of Customer on the same day or on consecutive calendar days. Additional training sessions will be available upon request and will be handled as a change order as set forth herein.

D. Milliman PRM Analytics Cost Model Dashboard

1. Description. The Cost Model Dashboard is an advanced business intelligence tool that provides organizations a way to visualize and drill into their claims and demographic data. The tool will quickly allow the user to identify trends in their data and support period over period analysis including rolling time periods.

2. Components of the Cost Model Dashboard

a) **Filter Cost Model:** The Filter Cost Model screen displays cost and utilization about the selected population. This section allows the user to filter the data in order to display information limited to certain cost model groups (Inpatient, Skilled Nursing Facility, Outpatient, Professional, Other, Additional) or cost model lines. Additionally, the Filter Cost Model screen allows the user to limit the data to only potentially avoidable cost or non-potentially avoidable costs

b) **Filter Population:** The Filter Population screen displays demographics about the selected population. This section allows the user to filter the population in order to display information at the segment level.

c) **Average Monthly Enrollment:** The Average Monthly Enrollment screen displays the average monthly enrollment for the population or sub-segment of the population. Only demographic filters and dimensions apply to the Average Monthly Enrollment screen.

d) **PMPM:** The PMPM screen displays the per member per month ("PMPM") cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the PMPM screen.

e) **Utilization / 1,000:** The Utilization per 1,000 members screen displays the cost model utilization per 1,000 member months by cost model group or line. Population, cost model, and utilization type filters and dimensions apply to the Utilization per 1,000 screen. The graph is only displayed when consistent utilization types are selected or when all utilization types can be displayed. A warning message will appear to notify the user when inconsistent utilization types are selected.

f) **Cost per Service:** The Cost per Service screen displays the cost per service by cost model group or line. Population and cost model filters and dimensions apply to the Cost per Service screen. Similar to the Utilization per 1,000 members the graph is only displayed when consistent utilization types are selected. A warning message will appear to notify the user when inconsistent utilization types are selected.

g) **Total Costs:** The Total Costs screen displays the total cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the total costs screen.

3. **Access.** The Cost Model Dashboards are available to users authorized by Customer via a secure hosted web application.

4. **Frequency.** The Cost Model Dashboard shall be produced monthly during the term of this license after receipt of clean data from Customer.

5. **Population Data.** The population data utilized for each Cost Model Dashboard will be limited to the CMS Data.

6. **User Guide.** The Cost Model Dashboard is accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.

7. **Training.** One hands-on user training session of approximately 3-4 hours duration is provided at the time of initial Customer set up at a location provided by Customer. Additional training is available upon request and will be handled as a change order as set forth herein.

E. Milliman PRM Analytics Power User Data Mart

1. Description. Consultant will provide Customer with flat file extracts of the Milliman PRM Power User Data Mart. The flat file extracts will consist of the core data elements in the Care Coordinator and Cost Model Dashboard Reports, and will be accompanied by a data dictionary to allow Customer to import the data into their system(s). The flat file extracts will be produced monthly and will be delivered to Customer through a secure FTP website.

F. Milliman PRM Analytics™ Operations Support Services for Secure Hosted Web Application

1. Statement of Intent. Consultant strives to provide a high level of service. This Service Level Agreement ("SLA") outlines the Services, including site availability, and support that Consultant will provide to PRM Analytics™ clients (also referred to as "Customer")

a) **Time Conventions.** This SLA uses the following conventions to refer to times:

i. Times expressed in the format "hours: minutes" reflect the Eastern Time zone.

ii. Times expressed as a number of "business days" include Consultant business hours Monday through Friday, excluding Consultant designated holidays.

iii. The symbol"---" indicates that no time applies to the associated category.

2. Services Provided. Under the Agreement, Consultant will provide implementation support services to Customer as outlined below:

a) **Implementation.** Implementation of the Consultant product includes:

i. Perform the credentialing for Customer;
ii. Provision Customer for access to the Services;
iii. Obtain any third party consents required in order for Customer to access the Services;
iv. Access to the product through a secure and encrypted channel;
v. Technical support by email to assist the Customer in startup as needed. A user guide is available online; and
vi. Help Desk support as detailed under Section III of this SOW. Consultant Support Responsibilities.

b) **Redundancy.** The primary purpose for backup to magnetic media is to help Consultant provide its customers with timely disaster recovery should the Services be rendered inoperative due to hardware or environmental impacts.

Services restoration will be performed as a recovery procedure after a disaster and is included in the Consultant provided Services. Consultant's formal backup procedures includes a full backup of the software and any necessary databases on a weekly basis. Incremental backups will be performed daily. Consultant will determine the method and process including hardware/software used for all data backup operations.

c) **Availability.** The availability of the Services is outlined below.

   i. **Normal Service Availability Schedule.** The product is available 24 hours a day, seven days a week with the exception of planned outages for upgrades or unplanned outages outside of Consultant control. Consultant represents and warrants that except in the case of catastrophic failure of the Server and/or software caused by circumstances outside of Consultant's control, Consultant will maintain monthly availability of 98.00%.

   Consultant's SLA applies only to outages directly related to the data center hosting the server and the proprietary software. The Scope of this SLA does not include the performance or availability of any public Internet backbone or network, any server or other equipment on the Internet outside of Consultant's host facility, Customer's premise equipment or local access service of any type.

   Events of Force Majeure shall not be deemed Service Unavailability for the purpose of this SLA.

   Table D - 1 shows the times when Consultant is scheduled to be available for Customer support:

Table D - 1 Customer Support Availability**

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	---	8:00	8:00	8:00	8:00	8:00	---
Stop	---	17:00	17:00	17:00	17:00	17:00	---

**Adjusted when necessary for scheduled outages and non-emergency enhancements.

   ii. **Scheduled Events that Impact Service Availability.** Regularly scheduled events can cause a temporary service outage. Notice to Customer of scheduled events that may result in an outage of longer than 15 minutes, that are deemed by Consultant to be required, shall occur at least two (2) business days in advance. Table D - 2 shows the typical times when these events may occur.

Table D - 2 Scheduled Outages

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	23:00*	23:00*	23:00*	23:00*	23:00*	23:00*	00:00
Stop	02:00*	02:00*	02:00*	02:00*	02:00*	02:00*	23:59

*Weekday scheduled events will only occur for urgent updates or upgrades

3.   Consultant Support Responsibilities. Consultant provides the following support to all Customers:

a)   **User Support.** Consultant provides user support by way of a fully trained Help Desk accessible through email at **prm.support@milliman.com**. The intent of the Help Desk is to resolve Consultant-trained end users issues, not to entertain requests for Services enhancements, modifications, or clinical guidance.

b)   **Problem Severity Description.** Table D - 3 outlines problem severity descriptions. The diagnosis of severity as related to a reported issue is determined by qualified Consultant system engineers/analyst.

Table D - 3 Problem Severity Descriptions

Severity	Description
Priority 1	All or most of the service functionality is lost. Consultant is not operational and there is no workaround. A Priority 1 problem can be reduced to a Priority 2 problem if an acceptable workaround is found. **Priority 1 support takes effect immediately until the issue is resolved.**
Priority 2	Some functionality of the services is lost but still provides useful information. Priority 2 issues are queued ahead of standard issues.
Standard	Service functionality is intact with issues revolving around items that limit the usefulness and/or user friendliness of the system.

i.   **Problem Reporting Process.**

All issues received via the support email address will provide an auto-reply to acknowledge receipt of the issue. Within 1 business day Consultant Customer Support will provide a reply as to the problem Severity level and/or courses of action to be taken in relation to the issue. As part of the diagnosis/triage Consultant may request additional information and/or diagnostics to be performed by Customer to effectively identify the issue.

ii. **Problem Resolution.** When Consultant's Help Desk is informed of a problem, the following actions are taken:

(a) **Problem Reproduction.** Consultant's Customer Support Department will attempt to reproduce the problem. For this, a customer will need to provide a clear description of the circumstances under which the problem occurs. This may include Customer Support requesting the email address (account name) of the account in question. As part of problem reproduction Consultant may request more information and/or diagnostics to be performed by Customer.

(b) **Defect Logging.** When the problem has been duplicated by Consultant's Customer Support Department; it may be logged as a defect in Consultant's defect database if the root cause of the original problem is due to a software defect

(c) **Defect Investigation.** Consultant's Product Development Team will investigate the cause of the problem.

(d) **Workaround.** When, in the course of the investigation, alternative ways are found to obtain the design goal while avoiding the interruptive symptoms of the defect; these workarounds will be communicated as a solution to the problem. If the defect is deemed critical, a slipstream release will be created to address the issue. If the defect is minor it will likely be addressed in a future release of the system.

G. Production Launch. For the Services identified in Section I of this SOW, the Production Launch component shall consist of the following:

1. All errors in the Milliman PRM Analytics process, or Cost Model Dashboard, identified during user acceptance testing (UAT) by Customer, and mutually agreed upon with Milliman, are addressed. UAT will be for a period of one month upon signing of the Agreement. Issues due to limitations or data quality issues with Customer data sources are out of scope for completing the UAT.

1. All deliverables, as described in Section I of this SOW, have been mutually accepted in writing by Customer and Milliman.

2. Care Coordinator Reports and Cost Model Dashboard Reports are being delivered to Customer as part of monthly production releases, within one week of receiving clean data from Customer. Any changes to the frequency of these reports must be negotiated and will be handled as a change order.

3. Access for designated authorized Customer users to the Services, will commence on the day of all training as set forth herein, and run through the end of calendar month of the contract term then in force. By example, if all training is completed April 15, 2016, Trial Period would terminate on no later than July 31, 2016.

II. Fees

A. Initial Fee for Trial Period. Milliman will charge Customer an initial $5,000 fee to cover its provision of the Services during the Trial Period ("Initial Fee"). Payment of the Initial Fee shall be due to Milliman upon execution of this SOW. If Customer terminates this SOW during the Trial Period, (1) there shall be no return of the Initial Fee or any portion thereof, and (2) no fees or charges other than the Initial Fee shall be charged to Customer.

B. Other Fees. Milliman will charge the following additional fees for Services rendered after the Trial Period:

1. Contract Year One. For the first year of Services provided after conclusion of the Trial Period (without termination by Customer), Milliman will charge $90,000.

2. Contract Year Two. For the second year of Services provided (without termination by Customer), Milliman will charge $94,000.

3. Contract Year Three. For the third year of Services provided (without termination by Customer), Milliman will charge $99,225.

4. Milliman will process all Customer Data provided by CMS, which may include both assigned and assignable patients. The charges for Contract Years One, Two and Three are based on an assumption of an average population of 41,000 assigned patients. If the average assigned population increases by more than 10%, Milliman will charge an additional fee of $0.10 PMPM for the new population. Milliman shall provide Customer, on a monthly basis, a report of the filtered population of Customer Data based on demographic characteristics (assigned patients versus assignable patients).

C. Change Order Fees. In the event Customer requests additional Services, Consultant will provide estimates for change orders on a time and expense incurred basis. Change orders require Customer's written approval before work commences.

D. Notwithstanding the foregoing, in the event Customer elects to terminate this SOW within the thirty (30) day window of the eighteenth month of the Term (defined below) as described in Section III D. of this SOW, Customer shall only be responsible to pay for 30% of the pro-rated balance of the fees described in Section II B 2 and 3 above.

III. Term and Termination

A. Trial Period. This SOW includes an initial Trial Period which commences upon execution of the Addendum, the SOW and a Purchase Order and

continues for ninety (90) days thereafter (the "Trial Period") unless terminated sooner by Customer. Customer may in its sole discretion immediately terminate this SOW at any time during the Trial Period with or without cause. Termination by the Customer during the Trial Period effectively terminates this SOW and any obligation of either party to the other under this SOW.

B. Upon completion of the Trial Period without a termination by Customer, the term of the SOW shall convert to a three (3) year period ("Term") effective the day following the completion of the Trial Period ("Effective Date").

C. In the event Customer terminates the Agreement or this SOW with cause during the Term, (i) Consultant shall provide Customer with all Customer Data in its possession at no cost or expense to Customer, and (ii) Consultant shall refund to Customer any fees prepaid by Customer, minus the prorated amount for the Services provided up to termination. Additionally, upon termination of the Agreement or a Purchase Order or a SOW by Customer for failure by Consultant to deliver Services that materially meet the specifications detailed in the Agreement and applicable SOW, (iii) Consultant shall promptly refund the proportion of fees paid by Customer related to non-compliant performance of the Services; and (iv) Customer shall promptly pay Consultant for all undisputed fees accrued hereunder through the effective date of termination.

D. Termination without Cause. This provision shall supersede the termination without cause section in the Agreement. Customer may terminate this SOW within thirty (30) days of the eighteen month anniversary of the Effective Date. Upon notice of termination, Customer shall pay Service fees until the termination date plus 30% of the Service Fees remaining under the original contract term. Thereafter, both parties shall be released of any further obligation to each other under this SOW.

IV. Indemnifications and Limitation of Liability.

A. Solely in connection with the Product of this SOW, Customer shall, at its own expense, defend, indemnify, and hold harmless Consultant and its employees, agents, successors and assigns (each a "Consultant Indemnified Party") from and against any and all reasonable loss, damage, liability, and expense arising from any third party claim brought against any Consultant Indemnified Party as a result of Customer's misuse of the Product.

B. THIS PROVISION SHALL SUPERSEDE THE LIMITATION OF LIABILITY CONTAINED IN SECTION 14.24 OF THE MASTER SOLELY WITH REGARD TO THE SERVICES LICENSED UNDER THIS SOW. ANY LIABILITY OF A PARTY HERETO AND ITS AGENTS FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OF ANY TYPE OR CHARACTER ARISING FROM OR RELATED TO THE PRODUCT, THE SERVICES OR THE AGREEMENT WILL BE LIMITED TO THE AMOUNT OF ALL

FEES CHARGED HEREUNDER WHICH WERE ACTUALLY PAID TO CONSULTANT BY CUSTOMER IN THE LICENSE PERIOD PRECEDING THE TIME THAT THE CLAIM AROSE; PROVIDED, HOWEVER, THAT NEITHER PARTY HERETO NOR ITS AGENTS SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF ACCESS TO SERVICES, PROFIT, BUSINESS, REVENUE, OR GOODWILL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT, THE PRODUCT, OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THIS PROVISION APPLY TO ANY COURT OR JURY AWARDS OR ANY FINES OR PENALTIES ISSUED BY ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCY OR AUTHORITY. ADDITIONALLY, THE ABOVE LIMITATIONS SHALL NOT APPLY TO ANY INDEMNIFICATION REQUIREMENTS, CONFIDENTIALITY REQUIREMENTS, DATA BREACH OR PAYMENT OBLIGATIONS SET FORTH IN THE AGREEMENT, A VIOLATION OF A PARTY'S OR A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR ACTUAL DAMAGES INCURRED BY A PARTY HERETO AS A DIRECT RESULT OF ANY CRIMINAL OR FRAUDULENT ACTS OF THE OTHER PARTY OR ITS AGENTS. THE PARTIES AGREE THAT THE FEES SET FORTH IN THIS SOW REFLECT THE LIMITATION ON WARRANTIES AND LIABILITY, AND THE ALLOCATION OF RISK, UNDER THIS SOW.
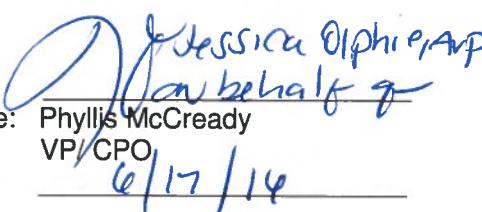
V.   Contact Persons
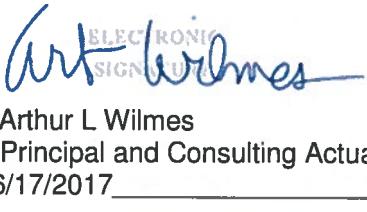
Customer's contact person for this SOW shall be Mohammed Humaidi unless and until otherwise specified by Customer. Consultant's contact person for this SOW shall be David Pierce and Paul McRae unless and until otherwise specified by Consultant.

IN WITNESS WHEREOF AND INTENDING TO BE BOUND HEREBY, each Party has caused this Statement of Work to be executed by its duly authorized representative as set forth below.

NORTHWELL HEALTH, INC., on behalf of itself and its Affiliated Entities

By: _Jessica Olphie, AVP on behalf of_
Name: Phyllis McCready
Title: VP/CPO
Date: 6/17/14

MILLIMAN, INC.

By: _Arthur Wilmes_ (ELECTRONIC SIGNATURE)
Name: Arthur L Wilmes
Title: Principal and Consulting Actuary
Date: 6/17/2017