

**AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES**

THIS AMENDMENT (the "Amendment"), dated August 23, 2016, is by and between Northwell Health, Inc., with an office and place of business at 1979 Marcus Avenue, Suite E 124, Lake Success, NY 11042 ("Customer") and Milliman, Inc., a corporation with offices at One Pennsylvania Plaza, 38<sup>th</sup> Floor, New York, NY 10119 ("Consultant"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings set forth in the Agreement.

WHEREAS, Customer and Consultant (collectively the "Parties"), executed an Agreement for Consulting Services effective March 8, 2013, and a subsequent Addendum thereto on June 17, 2016 (collectively the "Agreement") pursuant to which Consultant provides Customer with Consulting Services as outlined on applicable Statement(s) of Work (each an "SOW"); and

WHEREAS, the Parties desire to amend the SOW contained in Schedule A-1 of the Agreement, specifically covering Services in connection with Milliman PRM Analytics™ Care Coordinator Reports, to change the "Trial Period" as defined therein;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the Parties agree as follows:

1. Section III. Term and Termination, Subsection A. Trial Period, of the SOW is hereby deleted in its entirety and replaced with the following:

Trial Period. This SOW includes an initial Trial Period which commences September 26[SMS1], 2016, and shall continue 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.

2. The Agreement and applicable SOW as amended herein is the entire agreement between the Parties. Except as expressly amended hereby, the terms of the Agreement shall remain in full force and effect. If there are inconsistencies between the terms of this Amendment and the Agreement and the applicable SOW, the terms of this Amendment shall prevail and supersede all other communications and understandings regarding the subject matter stated herein. The Agreement and applicable SOW as amended herein may not be further modified or amended except in writing signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the day and year first written above.

Northwell Health, Inc.

on behalf of itself and its Affiliated Entities

By:

Name: Phyllis McCready

Title: VP/CPO

Date: 12/15/16

Milliman, Inc.

By:

Name: Arthur L. Wilmes

Title: Principal and Consulting Actuary

Date: August 23, 2016