

**RENEWAL AMENDMENT
TO
MILLIMAN PRM ANALYTICS LICENSE AGREEMENT**

This Renewal Amendment ("**Renewal Amendment**") is entered into effective as of November 30, 2017 (the "**Amendment Effective Date**") and pertains to and is made a part of the Milliman PRM Analytics License Agreement with an Effective Date of December 1, 2014, as amended ("**Agreement**") between Milliman Solutions, LLC, a wholly owned subsidiary of Milliman, Inc. ("**Milliman**") and SCOTI, LLC, on behalf of itself and its affiliates and subsidiaries ("**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. Section 7.1 (Term and Termination) of the Agreement is hereby deleted and replaced in its entirety with the following:

"The Term of this Agreement (during which time the Customer shall be granted and the limited license set forth in Section 1.5 of this Agreement) shall commence on the Amendment Effective Date and shall remain in effect for a period of one (1) year ("Initial Term"), and thereafter will automatically renew for successive one (1) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless: (i) sooner terminated by delivery of a written notice upon any nonpayment of sums due or material breach hereunder by any party (the "Breaching Party"), if the other party (the "Non-Breaching Party") gives written notice of such breach to the Breaching Party and the same is not cured within thirty (30) days after delivery of such notice; or (ii) either party gives the other written notice of its intent not to renew the Agreement at least sixty (60) days prior to the then-current term."

b. Beginning on the commencement of this Renewal Amendment, the fees set forth in Exhibit A of the Agreement are hereby deleted in its entirety and replaced with the following:

License and Services	Annual Fees ²
PRM License ¹	\$180,000
<ul style="list-style-type: none"> ▪ Care Coordinator Report ▪ Cost Model Dashboard ▪ Caregiver's Checklist ▪ (4) EHR feeds (<i>Bay Clinic, North Bend Medical Center, Waterfall Community Health Center, Coast Community Health Center</i>) ▪ Excel Clinical Quality Metric Reports ▪ Excel Claims Quality Metric Report ▪ (1) Claims, Pharmacy, and Membership Feed ▪ Power User Data Mart ▪ Removal of Physician Risk and Credibility Report ▪ Dental Data Mart 	
Optional PRM Additions (payable at time of implementation)²	
▪ Bi-Weekly Processing of CCR, CGC, QM Reports	\$50,000
▪ Weekly Processing of CCR, CGC, QM Reports	\$75,000
▪ New Claims Feed Implementation (Plexus)	(Waived)
▪ Additional Standard EHR Data Feeds	\$30,000 (one-time fee per source)
▪ Additional Custom EHR Data Feeds	\$40,000

	(one-time fee per source)
▪ Use of Precision BI Tool for NBMC Feed	\$40,000 (one-time fee)
Optional Efficiency Measures Additions ³	
▪ MedInsight Benchmarks	\$11,760
▪ HCG Grouper	\$12,000
▪ Waste Calculator	\$19,600
▪ Guideline Analytics	\$20,580
Current Total Fees	
	\$180,000

¹ The fees for the PRM License will be billed annually upon the anniversary of the Amendment Effective Date.

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

³ To the extent Customer elects to engage Milliman to provide one or more of the Optional Efficiency Measure Additions, such Addition(s) shall be provided on a ninety (90) day trial period, and thereafter annual fees will be prorated and billed accordingly to correspond with the term of the Agreement.

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 Rich Moyer
Rich Moyer
Print Name
Principal
Title

SCOTI, LLC

By Philip Greenhill
Philip Greenhill
Print Name
CEO
Title 12/1/2017