

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

This Renewal Amendment ("**Renewal Amendment**") is entered into effective as of February 1, 2020 (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, 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 Effective Date and continue for a term of one (1) year from the Effective Date ("Initial Term") and 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 Amendment Effective Date, 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 <ul style="list-style-type: none"> ▪ Care Coordinator Report ▪ Cost Model Dashboard ▪ Physician Risk and Credibility Report ▪ Power User Data Mart ▪ Quarterly Excel Reports: <ul style="list-style-type: none"> ○ AHRQ PQI Analysis ○ Cost Model ○ ED Analysis ○ Facility Discharge Analysis ○ HH Provider Report ○ IP Rehabilitation Report ○ LMWM Report ○ PCP Stratification ○ SNF RUG Summary 	\$295,000
Optional PRM Additions	
<ul style="list-style-type: none"> ▪ Patient Flow ▪ Conditions to Consider (Medicare populations) 	\$30,000 \$30,000
Current Total Fees	\$295,000

¹ The fees for the PRM License will be billed monthly starting with the Amendment Effective Date and in subsequent years shall be one hundred and three percent (103%) 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 87,000 enrolled patients. Additional and existing lines of business enrollment growth will be subject to the following table:

Enrolled Members	PMPM
<= 100,000	\$0.12
100,000 - 250,000	\$0.10
250,000 - 500,000	\$0.08
500,000 +	\$0.06

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

Title

Date

Rick Moya
Principal

12/23/2019

CUSTOMER

By

Title

Date

[Signature]

VP, COO

12/20/19

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

This Renewal Amendment ("**Renewal Amendment**") is entered into effective as of February 1, 2020 (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, 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 Effective Date and continue for a term of one (1) year from the Effective Date ("Initial Term") and 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 Amendment Effective Date, 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 <ul style="list-style-type: none"> ▪ Care Coordinator Report ▪ Cost Model Dashboard ▪ Physician Risk and Credibility Report ▪ Power User Data Mart ▪ Quarterly Excel Reports: <ul style="list-style-type: none"> ○ AHRQ PQI Analysis ○ Cost Model ○ ED Analysis ○ Facility Discharge Analysis ○ HH Provider Report ○ IP Rehabilitation Report ○ LMWM Report ○ PCP Stratification ○ SNF RUG Summary 	\$295,000
Optional PRM Additions	
<ul style="list-style-type: none"> ▪ Patient Flow ▪ Conditions to Consider (Medicare populations) 	\$30,000 \$30,000
Current Total Fees	\$295,000

¹ The fees for the PRM License will be billed monthly starting with the Amendment Effective Date and in subsequent years shall be one hundred and three percent (103%) 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 87,000 enrolled patients. Additional and existing lines of business enrollment growth will be subject to the following table:

Enrolled Members	PMPM
<= 100,000	\$0.12
100,000 - 250,000	\$0.10
250,000 - 500,000	\$0.08
500,000 +	\$0.06

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 Meyer
Principal
Title
12/23/2019
Date

CUSTOMER

By [Signature]
VP, COO
Title
12/20/19
Date