

**AMENDMENT NO. 6
TO
LICENSE AND SERVICE AGREEMENT**

This Amendment No. 6 ("Amendment") is entered into effective as of upon date of final signature (the "Amendment Effective Date") and pertains to and is made a part of the License and Service Agreement with an Effective Date of February 1, 2012 (the "Agreement") between CareFirst of Maryland, Inc., d/b/a CareFirst BlueCross BlueShield ("Licensee") and Milliman, Inc. ("Milliman"). All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Agreement.

WHEREAS, Licensee and Milliman are parties to the Agreement, pursuant to which Licensee has purchased licenses from Milliman a license to use certain Milliman Advanced Risk Adjusters ("MARA") software and model sets; and

WHEREAS, Licensee and Milliman wish to revise the Agreement to update which MARA software and models sets Licensee has a license to use.

NOW, THEREFORE for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Amendment. The parties hereby agree to amend the Agreement as follows, effective as of the Amendment Effective Date above:

- a) Section 12(o), "Clauses Incorporated by Reference," is hereby modified to add the following clause to the list of citations:

48 CFR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Service and Equipment

- b) Milliman and Licensee agree that Licensee's license to use the RxXPLN, DxXPLN, and CxXPLN models, and the Rising Risk Model, shall be replaced with a license to use the HHS HCC concurrent models, subject to the terms and conditions of this Amendment and the Agreement. For the sake of clarity and the avoidance of doubt, all of Licensee's rights and license to use the RxXPLN, DxXPLN, and CxXPLN models, and the Rising Risk Model, under the Agreement are hereby terminated as of the Amendment Effective Date. Milliman and Licensee agree that any applicable notice requirements of Section 9 of the Agreement are hereby satisfied with regard to the termination of the RxXPLN, DxXPLN, and CxXPLN models, and the Rising Risk Model.
- c) Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment. For the sake of clarity, Exhibit A-1 added pursuant to Amendment No. 2 to the License and Service Agreement and Exhibit A-2 added pursuant to Amendment No. 4 to the License and Services Agreement remain in full force and effect.

2. Governing Terms. As modified by this Amendment, Licensee and Milliman 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 Licensee and Milliman with respect to the subject matter of this Amendment, except as otherwise modified by the express written agreement between Licensee and Milliman. 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.

**CAREFIRST OF MARYLAND, INC.,
D/B/A CAREFIRST BLUECROSS BLUESHIELD**

By Joel Blockowicz

Joel Blockowicz
Print Name

VP, CSRE & Procurement
Title

MILLIMAN, INC.

By Diane Laurent

Diane Laurent
Print Name

Principal, Managing Director, MARA
Title

EXHIBIT A**HHS-HCC RISK ADJUSTMENT MODEL - Software and Fees**

Software – MARA	Fees¹	Term
Models – HHS HCC concurrent models	\$27,038 per year	12-month Initial Term; Auto-renewal thereafter pursuant to §9(a)
Required Hardware and Software ²	N/A	
Updates to Licensed Components	Included	

Software – CMS-HCC Community Model	Fees¹	Term
Model – Community CMS- HCC prospective model	\$25,000 per year	
Implementation technical support, including: <ul style="list-style-type: none"> • Set up and configuration of the Software • Training on preparing input • Sample input review; and • Review of output with IT and end users. 	\$5,000 one time	12-month Initial Term; Auto-renewal thereafter pursuant to §9(a)
Required Hardware and Software ²	N/A	
Updates to Licensed Components	Included	

¹License Fee Increases: License fees will increase by 2% each year.

²Required Hardware and Software

The server, communications equipment, peripherals, and other Third Party Software required to host the software at Licensee's site are separate, direct costs of the Licensee.

The license fees identified in the tables above include one (1) copy of the Software for use in development, test, and production environments and include the Support Services described in Section 8 of the Agreement. The license fees are not based on UIs, as defined by the Agreement, and any Licensee obligations in the Agreement to report usage do not apply to the Software in this Amendment. In addition to any implementation technical support stated in the tables above, the base license fee fro the MARA HHS HCC Software includes installation support up to three (3) hours of telephonic and web-meeting support to install the Software. Licensee may elect to have Milliman perform such services at Licensee's facility. Licensee shall be responsible for paying all out-of-pocket expenses incurred by Milliman in connection with any onsite services. Any additional services are billable on a time and expense basis.

Certificate Of Completion

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Stephen M Theodore

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Vice President of Corporate Services & Real Estate

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and Procurement

CareFirst of Maryland, Inc. d/b/a CareFirst

Signature Adoption: Pre-selected Style

BlueCross BlueShield

Using IP Address: 170.22.76.184

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

1/28/2020 1:15:37 PM

Certified Delivered

Security Checked

1/29/2020 7:42:46 AM

Signing Complete

Security Checked

1/29/2020 7:42:58 AM

Completed

Security Checked

1/29/2020 7:42:58 AM

Payment Events

Status

Timestamps