

**MILLIMAN ADVANCED RISK ADJUSTER FOR MEDICARE AMENDMENT
TO
MILLIMAN PRM ANALYTICS LICENSE AGREEMENT**

This Milliman Advanced Risk Adjuster for Medicare Amendment ("**MARA Amendment**") is entered into effective as of the signed date (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 ("**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. Beginning on Amendment Effective Date, the fees set forth in Exhibit A of the Agreement are hereby amended to add the following:

| License and Services | Annual Fees ² |
|--|---------------------------------|
| Annual Fees ¹ <ul style="list-style-type: none">▪ MARA License Fee | \$7,216.50 |
| One-Time Upfront Fees <ul style="list-style-type: none">▪ MARA Implementation Fee | \$5,000 |
| First Year Total Fees | \$12,216.50 |

¹The MARA License Fee will billed annually starting with the Amendment Effective Date and in subsequent years shall be one hundred and five percent (105%) 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 48,110 enrolled Medicare patients. Additional and existing lines of business enrollment growth will be subject to an additional charge of \$0.15 PMPY.

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 _____
Principal
Title
7/14/2020
Date

CUSTOMER

By 
MICHAEL BAKER SVP: CIO/DO
Title
7/13/20
Date