

SECOND ADDENDUM TO THE ADMINISTRATIVE SERVICES AGREEMENT

This Second Addendum effective as of July 1, 2024 (“Addendum”) to the Administrative Services Agreement by and between Marpai Administrators, LLC, with its place of business at 615 Channelside Drive, Suite 207, Tampa, Florida 33602 (“Claims Administrator”), and City of Douglas with its place of business at 425-10th Street, Douglas, Arizona 85607 (“Plan Sponsor”), dated July 1, 2022 (“the Effective Date”) (the “Agreement”).

RECITALS

WHEREAS, the Plan Sponsor sponsors a self-funded employee welfare benefit plan (the “Plan”);

WHEREAS, the Claim Administrator and Plan Sponsor both desire to amend the Agreement as outlined in this Addendum.

Administrator and Plan Sponsor each agree to the following provisions.

1. Plan Sponsor desires to continue using the administrative services offered by the Claims Administrator as defined by the Agreement for the fees set forth herein on ATTACHMENT A to this Addendum which is hereby added to the Agreement as part of APPENDIX A – FEES AND SERVICES.
2. Service Level Guarantees are provided as defined in ATTACHMENT B to this Addendum which is hereby added to the Agreement as EXHIBIT XIII – SERVICE LEVEL AGREEMENT
3. Section 6.5 is hereby added:
6.5 Notwithstanding anything in this Agreement to the contrary, nothing herein is intended to function as a “gag” clause in violation of the Consolidated Appropriations Act (2021), and Plan Sponsor shall not be restricted from accessing or disclosing any information in any way which would bring the Plan out of compliance with said law.
4. This Addendum, together with the Agreement, may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
5. Except as specifically amended herein, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, duly-authorized representatives of Administrator and Plan Sponsor have signed this Addendum as a document under seal as of the Effective Date.

Marpai Administrators, LLC

City of Douglas

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

APPENDIX A – FEES AND SERVICES

Fees for Claims Administrator service(s) selected by Plan Sponsor are identified below and are deemed to be part of the Agreement, collectively, the “Agreement”.

In addition to the fees identified below, Claims Administrator may be entitled to reasonable commissions and fees from certain other companies as such commissions and fees may be earned in the ordinary course of business in arm’s length transactions. Claims Administrator may contract with PBMs or other vendors to provide certain services to Plan Sponsor and its health plan. Claims Administrator may receive administrative fees (such as prescription drug rebates) from such vendor. With respect to all compensation Claims Administrator actually receives as a result of the Agreement, Claims Administrator will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its IRS Form 5500.

Administrative Fee Schedule	Billing Unit	Invoicing Begin Date: 07/01/2024
Medical Administration	PEPM	\$22.00 <i>Marpai: \$22.00</i>
Compliance	PEPM	\$2.50 <i>Marpai: \$2.50</i>
Aetna 2.0 Network Access (<i>Vendor Fee ¹</i>)	PEPM	\$17.15 <i>Marpai: \$0.25</i> <i>Aetna: \$16.90</i>
CERiS Medical Bill Review (<i>Vendor Fee ¹</i>)	PERCENT	27% of Savings <i>Marpai: 2%</i> <i>CERiS: 25%</i>
No Surprises Act Repricing Services	PERCENT	25% of Savings <i>Marpai: 10%</i> <i>Zelis: 15%</i>
ClearHealth Out-of-Network Claims Repricing (<i>Vendor Fee ¹</i>)	PERCENT	15% of Savings <i>Marpai: 7%</i> <i>ClearHealth: 8%</i>
American Health Holding Utilization Management (<i>Vendor Fee ¹</i>)	PEPM	\$3.25 <i>Marpai: \$0.65</i> <i>American Health Holding: \$2.60</i>
American Health Holding Case Management (<i>Vendor Fee ¹</i>)	HOURLY	\$159.00 <i>Marpai: \$27.00</i> <i>American Health Holding: \$132.00</i>
Chronic Condition Management – Billed in 6 minute increments	HOURLY	\$155.00 <i>Marpai: \$155.00</i>
Marpai Cares	No Charge	No Charge
Marpai Connect*	No Charge	No Charge
Recuro Telemedicine (<i>Vendor Fee ¹</i>)	PEPM	\$1.40 <i>Marpai: \$0.75</i> <i>Recuro: \$0.65</i>

Administrative Fee Schedule	Billing Unit	Invoicing Begin Date: 07/01/2024
HealthEquity HSA Administration (<i>Vendor Fee ¹</i>)	PAPM	\$4.60 <i>Marpai: \$2.00</i> <i>HealthEquity: \$2.60</i>
PACCS Pharmacy Savings	PERCENT	25% of Savings <i>Marpai: 25%</i>
Subrogation (<i>Vendor Fee ¹</i>)	PERCENT	27% of Recovery <i>Marpai: 10%</i> <i>Phia: 17%</i>
Overpayment Recoveries (not resulting from Marpai error)	PERCENT	27% of Recovery <i>Marpai: 5%</i> <i>Phia: 22%</i>
PACE fka 2nd Level Appeals (<i>Vendor Fee ¹</i>)	PEPM	\$1.75 <i>Marpai: \$0.75</i> <i>Phia: \$1.00</i>
Plan Document/SPD Creation	EACH	\$2,500.00 <i>Marpai: \$2,500.00</i>
Plan Document/SPD Revision	EACH	\$500.00 <i>Marpai: \$500.00</i>
SBC Creation/Update	EACH	\$300.00 <i>Marpai: \$300.00</i>

Other Fees:	
Stop Loss Coordination Fee	5% of selected Stop Loss premium (when <i>Marpai Health markets & places reinsurance</i>)
New Vendor Implementation Fee	Minimum of \$1,000.00 or subject to a Statement of Work
Mailing & Handling	\$7.50/package; \$2.50/letter (<i>applies to: Open Enrollment, Implementation, Special Requests</i>)
Custom Translation Services	Cost + 5%
Late Fee / Premium Fee	1.5% of billed charges
Late Claim Funding Fee	\$100 @ 5 days + \$250 @ 10 days + \$500 @ 15 days + \$1,000 @ 30 days
Provider Contract Negotiations	\$500.00 / Contract
Run-Out Claims Administration	See ARTICLE VIII CLAIMS RUNOUT

* While the Marpai Connect program is provided at no additional administrative cost to the Plan, encounter fees and other service fees may apply with respect to services rendered to individual Plan Participants under the program. Charges for products, programs and services provided under the Marpai Connect program are submitted as Claims and Adjudicated in accordance with the terms of the Plan Document and this Agreement.

The applicable fees under the Marpai Connect program are subject to adjustment as negotiated by Claims Administrator and the service providers. A schedule of the applicable fees for the products, programs and services available under the Marpai Connect program is available at connect.marpaihealth.com.

As described in Exhibit XII, the Marpai Connect program offers Plan Participants access to a network of providers (the VBC Network) with which Claims Administrator has contracted to deliver health care services pursuant to a "value based" payment arrangement that ties a portion of total provider reimbursement and/or applicable service fees to the quality of care provided to Plan Participants, as

measured by one or more performance objectives set forth in each provider's VBC Network participation contract. In the event a VBC Network Provider fails to achieve one or more of the stated performance objectives set forth in their VBC Network participation contract, the VBC Network Provider may be required to return a certain percentage of payments received from Claims Administrator during the applicable performance period to Claims Administrator. Amounts returned to Claims Administrator by VBC Network Providers pursuant to a VBC Network participation contract, if any, will be retained by Claims Administrator as part of its compensation. The amounts that may be returned to Claims Administrator by VBC Network Providers is variable and contingent upon amounts paid during the applicable performance period and level of achievement of the stated performance objective(s) set forth in the VBC Network participation contract between Claims Administrator and the VBC Network Provider. In addition, VBC Network Providers may suspend services to Plan Sponsors if Plan Sponsor fails to pay any applicable service fees for more than forty five (45) days from the date in which fees are incurred.

¹ All Vendor Fees (PEPM, Per Hour fees, per Case fees) are subject to an annual increase as directed by the vendor. If applicable, increase will be communicated via an addendum.

All non-PEPM fees will be invoiced on a per occurrence basis and must be paid as outlined in Section 4.4 of the Agreement.

ATTACHMENT B

EXHIBIT XIII – SERVICE LEVEL AGREEMENT

Claims Administrator agrees to commit the following performance metrics which shall be measured quarterly as outlined below.

Category	Performance Item	Measurement	Credit Amount (measured as a Percentage of the Administrative Fee)	Definitions/Descriptions
Claims	Turn Around Time	98% of Clean Claims will be in Final Adjudication Status or Ready for Client Funding within thirty (30) calendar days	7.0%	<ul style="list-style-type: none"> • “Turn Around Time” means: the period of time between (i) the date when an effective claim is received and (ii) the date when a claim is moved to a (ready) paid status. • “Clean Claims” means: claims with no missing, incomplete, or inaccurate information. • “Final Adjudication Status” means: A claim is in a ‘pay’ or ‘open’ status. • “Ready For Client Funding” means: claim adjudication/processing is complete and claim is in a ‘pay’ or ‘open’ status and check register has been generated.
Customer Service	Average Telephone Response Time	Plan Participant calls will be Answered by a representative on average within 45 seconds	3.5%	<ul style="list-style-type: none"> • “Answered” means a human representative’s engagement with a Plan Participant.
	Abandon Rate for Plan Participant Calls	Less than 5% of incoming member calls will be abandoned by Plan Participant after 45 seconds	3.5%	<ul style="list-style-type: none"> • “Abandon Rate” calculation shall begin after the member has gone through the Interactive Voice Response system.

Systems/Data Transfers	System Availability for member portal and app	99.9% System Availability	2.0%	<p>System Availability will be calculated quarterly using the following formula (and will be rounded to the nearest one-tenth of a percentage point):</p> <p>i. “System Availability” = [(Base Time – Unscheduled Downtime) / (Base Time)] x 100</p> <ol style="list-style-type: none"> 1. “Base Time” equals the product of the number of days in the applicable quarter multiplied by twenty-four (24) hours multiplied by sixty (60) minutes, less downtime resulting from a Force Majeure Event. 2. “Unscheduled Downtime” equals the time (in minutes) during which the portal and app is not operational (excluding “Scheduled Downtime”). 3. “Force Majeure Event” means any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, pandemic, health emergency, and war. 4. “Scheduled Downtime” equals the aggregate total of all minutes of planned and scheduled
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	<p>Loading of eligibility and claims data files</p>	<p>99.9% of Industry Standard File layouts with valid/clean data within 2 business days of receipt</p>	<p>2.0%</p>	<p>a. Industry Standard File means: X12 837 and 835 file Formats, an Electronic submission of healthcare claim and payment information.</p>
<p>Member Satisfaction</p>	<p>Customer Service survey results</p>	<p>95% of members who respond to a survey express satisfaction or provide positive feedback with respect to the Customer Service Representative's service</p>	<p>2.0%</p>	

Notes:

- Service Level Agreement Activation
 - Minimum group size: This Service Level Agreement applies to a 150 Employee Life groups or more.
- Metric and Measures
 - Performance will be measured using Plan Sponsor's specific claims, calls and survey data.
 - Claims turnaround time guarantee is not impacted by the timing of client funding or stop loss funding (including advanced funding).
 - Member satisfaction must include a minimum of 10 completed unique surveys per quarter.
- Payments and Credits
 - Credit Amounts shall be applied to an Active Client's invoices two (2) months after the end of the applicable quarter. Clients that are inactive at the time of calculation will not be eligible to receive any Credit Amount. An "Active Client" means a Plan Sponsor who has met and continues to meet any and all payment obligations set forth in the Agreement and excluding run-out period.