

**AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT**

This Amendment to the Administrative Services Agreement (this “**Amendment**”) dated as of **March 01, 2023** (the “**Amendment Effective Date**”) amends the Administrative Services Agreement (the “**Agreement**”) entered into as of **January 01, 2021**, as amended, by and between Meritain Health, Inc. (“**Meritain**”) and **Effingham County Board of Commissioners** (“**Client**”) as follows:

1. FEE SCHEDULE

A. The Administrative Rates set forth under Section 1 of the Fee Schedule is hereby amended to add the following new Administrative Fees commencing as of **March 01, 2023** through **December 31, 2023**:

Administrative Services	Fee	Frequency of Occurrence
Disease Management (plus a \$130 per hour case fee)	\$2.10	Per Employee Per Month

B. As of **March 01, 2023** the following Administrative Fees set forth under Section 1 of the Fee Schedule are hereby deleted:

Administrative Services	Fee	Frequency of Occurrence
Disease Management (plus a \$130 per hour case fee)	\$1.25	Per Employee Per Month

2. ADMINISTRATIVE SERVICES SCHEDULE.

A. Section 3 of the Administrative Services Schedule of the Agreement is hereby amended to add the following new paragraph:

Meritain, through its affiliate Aetna, has value-based contracting (“VBC”) arrangements with contracted Providers within the PPN (“Network Providers”). These arrangements reward providers based on indicators of value, such as, effective population health management, efficiency and quality care. Contracted rates with Network Providers may be based on fee-for-service rates, case rates, per diems, performance-based contract arrangements, risk-adjustment mechanisms, quality incentives, pay-for-performance and other incentive and adjustment mechanisms. These mechanisms may include payments to physicians, physician groups, health systems, and other Provider organizations, including but not limited to organizations that may refer to themselves as accountable care organizations and patient-centered medical homes, in the form of periodic payments and incentive arrangements based on performance. Meritain will process any incentive payments or other payments or adjustments attributable to the Plan in accordance with the terms of each VBC arrangement or adjustment mechanism. Each customer’s results will vary. It is possible that incentives paid to a particular Network Provider or health system may be required even if Client’s own population did not experience the same financial or qualitative improvements. It is also possible that incentives will not be paid to a Network Provider even if Client’s own population did experience financial and quality improvements. Upon request, Meritain will provide additional information regarding our VBC arrangements. In lieu of VBC payments some Network Providers may charge an additional network access fee for a preferred network arrangement. In instances where this may be applicable, Client will be responsible for the fee.

3. MISCELLANEOUS

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In **Witness Whereof**, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Michael S. Thomas

**EFFINGHAM COUNTY BOARD OF
COMMISSIONERS**

Name: Michael S. Thomas
Title: Regional President
Date: December 12, 2023

Name: _____
Title: _____
Date: _____