



AMENDMENT NO. 3 TO SUBSCRIPTION AGREEMENT

This Amendment No. 3 (“**Amendment No. 3**”) shall become effective as of the last signature date below (the “**Amendment No. 3 Effective Date**”) and is made a part of that certain Subscription Agreement dated October 30, 2020, as amended (the “**Agreement**”) executed between 98point6 Inc. (“**98point6**”) and San Joaquin Valley Insurance Authority (“**Employer**”), and assigned by 98point6 to Transcarent, LLC, a wholly owned subsidiary of Transcarent, Inc., a Delaware limited liability company having its principal place of business at 4700 Syracuse Street, Suite 900, Denver, Colorado 80237 (“**Transcarent**”) adding 98point6 Physicians PC and its affiliates* (“**Provider Group**”) as a Party on April 1, 2023. Transcarent, Provider Group and Employer are each referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, 98point6 provided Notice of Assignment to Employer in March 2023 (the “**Assignment Notice**”) assigning 98point6’s rights and obligations under the Agreement to Transcarent; and

WHEREAS, the Assignment Notice recognized Provider Group as a Party to the Agreement; and

WHEREAS, as a result of the Assignment Notice, (i) all rights and obligations under the Agreement have been assigned to Transcarent and Provider Group and (ii) Transcarent and Provider Group are included as Parties to the Agreement; and

AMENDMENT

NOW THEREFORE, the Parties agree to the following terms and conditions:

1. Amendment
 - 1.1. All references to “98point6 Inc.” in the Agreement shall be deleted and replaced with “Transcarent, LLC”.
 - 1.2. All references to “98point6” in the Agreement shall be deleted and replaced with Transcarent.
 - 1.3. Section 12.3 (Notices) of the Agreement is hereby amended as follows:
 - 1.3.1. The “Notice Email for 98point6: contracts@98point6.com” is deleted and replaced with the “Notice Email for Transcarent and 98point6 Physicians PC: legal@transcarent.com”.
 - 1.3.2. The current “Notice Email for Employer” is sjvia-admin@fresnocountyca.gov.
2. Renewal.
 - 2.1. The terms and conditions, including Fees, for the renewal of the Agreement are hereby attached herein as Attachment A (Renewal) and made a part of Amendment No. 3.

*The “affiliated entities” include 98point6 Michigan Physicians PC, 98point6 California Physicians PC, 98point6 Kansas Physicians PA, and 98point6 New Jersey Physicians PC.

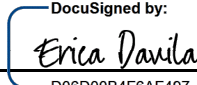
3. Miscellaneous.

- 3.1. Any capitalized term used but not defined in this Amendment No. 3 shall have the meaning given in the Agreement.
- 3.2. This Amendment No. 3, together with the Agreement and any other documents and instruments referred to herein, constitutes the final and complete expression of the Parties with respect to the subject matter hereof. This Amendment No.3 may not be amended except by a written instrument duly executed and delivered by each of the Parties.
- 3.3. In the event of any inconsistency or conflict between the terms of this Amendment No. 3 and the terms of the Agreement, the terms of this Amendment No. 3 shall control.
- 3.4. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument, with the same effect as though such signatures were on the same instrument. This Amendment No. 3 shall be effective upon full execution by original or electronic signature (such as DocuSign), and such signature shall be deemed to be and shall be as effective as an original signature.
- 3.5. Except as expressly amended by this Amendment No. 3, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect as set forth therein.

The Parties intending to be legally bound have signed this Amendment No. 3 as of the date of their signatures below.

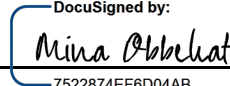
Transcarent, LLC

San Joaquin Valley Insurance Authority

By: 
DocuSigned by:
D06D00B4F6AF497...
 Name: Erica Davila
 Title: General Counsel
 Date: 11/21/2023

By: _____
 Name: _____
 Title: _____
 Date: _____

98point6 Physicians PC on behalf of itself and its affiliates

By: 
DocuSigned by:
7522874EF6D04AB...
 Name: Mina Obbehat
 Title: President
 Date: 11/21/2023

Attachment A**Renewal**

This Agreement is hereby renewed in accordance with the following terms and conditions:

1. **Definitions.** The following definitions shall apply to this Attachment A. Any capitalized terms used in this Attachment A but not defined herein shall have the meaning ascribed to them in the Agreement.
 - 1.1. **“Renewal Period”** means the start and end date in the respective fee tables below, during which Transcarent will make the applicable Services available for access to and use by Participants.
 - 1.2. **“Renewal Period Start Date”** means January 1, 2024, the date upon which Transcarent will make the Services available for access to and use by Participants.
2. **Fees Calculation.** The Parties agree to renew the terms and conditions of the Agreement in accordance with the following:

Primary Care (PC) Renewal Fees					
A	B	C	D	E	F
Renewal Period	Estimated Number of Eligible Participants for SJVIA Members	Fees per Eligible Participants per month	Fees per month (B x C)	Estimated Annual Fees (D x 12 months)	Invoice Date
Year 1 01/01/2024 - 12/31/2024	County of Fresno: 6,817 Count of Tulare: 4,428 Total: 11,245	\$1.10	\$12,369.50	\$148,434.00	01/01/2024
Year 2 01/01/2025 - 12/31/2025	County of Fresno: 6,817 Count of Tulare: 4,428 Total: 11,245	\$1.25	\$14,056.25	\$168,675.00	01/01/2025

3. **Changes in Total Number of Eligible Participants.** The Fees above are based upon the total number of Eligible Participants as of the Amendment No. 3 Effective Date. Employer shall send Eligibility Files to Transcarent on a mutually agreeable basis. The total number of Eligible Participants for each SJVIA Member may be increased up to a maximum of 10% during each Renewal Period before a fee is assessed against that SJVIA Member. After the total number of Eligible Participants for a SJVIA Member increases above 10%, that SJVIA Member will be invoiced a fee for the total amount of additional Eligible Participants at Employer's current per Eligible Participant per month rate times the remaining months in the current invoicing cycle (the **“Increase Fee”**). Invoices for subsequent invoicing cycles will account for the new total number of Eligible Participants. No further Increase Fees shall be invoiced until the new total number of Eligible Participants increases by more than 10% again. Further, this Amendment No. 3 includes an estimate for Eligible Participants. If the number of Eligible Participants increases after execution of this Amendment No. 3, Transcarent reserves the right to invoice Employer based upon the number of Eligible Participants listed on the Eligibility File as of the Renewal Period Start Date.

4. Payment. Fees for the first invoicing cycle of the Renewal Period shall be due as of the Renewal Period Start Date, net 30. Fees for each successive invoicing cycle of the Renewal Period shall be due on the anniversary of the Renewal Period Start Date, net 30. Increase Fees shall be invoiced upon each notification of an increase above 10% of the total number of Eligible Participants, as described in Section 3, above. Fees per Eligible Participant per month are subject to change upon subsequent renewals. If Employer requires a purchase order to be included on invoices, please provide PO number here: [INSERT #] (leave blank if N/A). Billing contact information is as follows:

Billing Contact:

Name: Brittany Simmons

Email: sjvia-admin@fresnocountyca.gov