

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING, dated as of this 28th day of January, 2020 (this "MOU"), is entered into between Milliman PRM Analytics ("PRM") and the Indianapolis Health Practice of Milliman, Inc. ("Indy Health") and sets forth the mutual intentions of PRM and Indy Health relating to IT software development and system support provided by PRM to Indy Health.

RECITALS

- A. PRM has staff expertise in software development, process automation, and cloud computing.
- B. Indy Health has a staff of consultants who wish to automate work processes and modernize their development practices.
- C. Indianapolis IT procures, provisions, and maintains computing resources which are shared between Indy Health and PRM as well as those which are specific to Indy Health.

The terms and conditions that shall apply are described herein.


TERMS

- 1. Indianapolis IT will maintain relationships, license agreements, and support agreements with software vendors necessary to maintain systems.
- 2. PRM will advise Indianapolis IT on computing system design, licensing, and purchasing, upon request from Indianapolis IT.
- 3. PRM will support and manage software development-related and data-engineering related systems shared by Indy Health and PRM as well as those which are used only by Indy Health. This includes, but is not limited to, GitHub, Jenkins, Salt, and Luigi, as well as any new systems which are selected to supplement or replace these.
- 4. PRM and Indianapolis IT will jointly determine if other systems should be covered by this MOU.
- 5. Work performed on systems utilized only by PRM is not included in this MOU.
- 6. PRM will provide support to Indy Health staff during regular business hours via the help desk system utilized by Indianapolis IT. Regular business hours are Monday through Friday 9am – 4pm ET, excluding PRM practice holidays. This support is limited to systems created or maintained under this agreement by PRM.
- 7. In the event that an issue occurs which could interfere with on-time delivery of a client project, PRM will provide necessary support after hours as well.
- 8. Indianapolis IT will provision access to its help desk system for PRM staff, upon request from PRM.

9. Indianapolis IT will review all tickets submitted to the help desk system and assign them to PRM staff as needed.
10. PRM will provide training and documentation to Indy Health staff for the purpose of utilizing systems created or maintained under this agreement. Training material and documentation may be created by PRM or by a vendor.
11. PRM will perform custom software development to enable Indy Health staff to interact with systems created or maintained under this agreement. This shall not be construed to include dataset-specific or client-specific code.
12. PRM will retain intellectual property rights to all software developed under this agreement.
13. Indy Health will retain a perpetual license to utilize all software developed under this agreement.
14. In the case that this agreement is terminated, Indy Health's license will survive.
15. PRM will notify Indy Health staff of any scheduled maintenance windows for systems created or maintained by PRM under this agreement.
16. PRM will minimize work disruption due to system maintenance to the extent practicable.
17. Indy Health must include PRM in the completion of security questionnaires from clients of Indy Health regarding software development practices. All time incurred by PRM staff in the process of completing questionnaires will be billed at a rate of \$200 per hour.
18. Indy Health must get approval from PRM on any contractual obligations relating to software development practices or data architecture designs before entering into the agreement.
19. PRM will assist Indianapolis IT with completing third-party audits regarding software development practices or data architecture designs when the audit is required by Milliman.
20. Indianapolis IT staff shall meet regularly with PRM staff responsible for performing services under this MOU.
21. The initial rate for services performed under this MOU shall be \$80,000 per calendar year, pro-rated to the date this agreement is signed. The rate shall increase by 5% annually, beginning January 1 of each year.
22. Billings under this MOU are only for services provided. Other expenditures related to systems under this MOU will be addressed separately by the parties.
23. Indy Health will be invoiced quarterly.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

PRM Analytics

By: 
Name: Shea Parkes
Title: Principal

Indianapolis Health Practice

By: 
Name: Robert M. Danler
Title: Principal

