

PRM Analytics

MILLIMAN PRM Analytics™ LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of May 25, 2017 (the "Effective Date"), by and between Milliman, Inc. ("Milliman") located at 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101, with an office at 111 Monument Circle, Suite 601, Indianapolis, IN 46204, and Physician Clinical Integration Network, L.L.C., located at 4936 LaVerna Road, Springfield, IL 62703, for the benefit of its affiliates, and agents (taken together, "Customer"). In consideration of the promises and agreements set forth below, Milliman and Customer agree as follows:

1. SERVICES

- 1.1. **License Grant.** Milliman hereby grants to Customer a limited, non-transferable, non-sub licensable, non-exclusive right and license during the Term of this Agreement (as set forth below) to access and use Milliman PRM Analytics (the "Product") for its internal business purposes. Milliman agrees to host the Product and make its applicable components available to Customer via the internet and to provide certain services in connection with the Product as further described in Exhibit B of this Agreement (collectively, the Product and additional services described herein shall be referred to as the "Services").

- 1.2. **Implementation and Training Services.** Milliman will implement and configure the Services and will provide training to Customer in accordance with the scope set forth in Exhibit B.

Acceptance. After completion of end-user training, receipt of deliverables identified in Exhibit B, and review by Customer, Customer shall notify Milliman whether Customer accepts (the "Acceptance" or "Acceptance Date") or rejects the Product in accordance with the Acceptance Criteria.

Acceptance Criteria. Customer shall have the right to reject the Product if it fails to perform in accordance with the following:

- 1.2.1. the Product shall substantially operate in compliance with the documentation to which Customer has licensed access, including, but not limited to, the User Guides and all requirements of the Product conveyed in writing by Customer to Milliman;
- 1.2.2. the Product shall be free of any Material Defects (defined as a defect which would prevent any of the Product features as described in Product Scope of Exhibit B from operating as set forth therein and which would result in the inability in a material way of Customer to support its business or operations as contemplated by this Agreement and the agreement between Customer and Customer);
- 1.2.3. Customer users shall have access and ability to run reports, and extract outputs from the Product in a production environment;
- 1.2.4. the reports, scores and outputs produced by the Product shall be based on Customer data.

- 1.3. **Customer's Use of the Product.** Customer agrees to use the Product (i) for Customer's business purposes in connection with Milliman's performance of the Product and (ii) in accordance with the documentation and policies for the Product established by Milliman and furnished by Milliman to Customer prior to the Effective Date in writing. Customer will not provide access to any portion of the Product to any person or entity other than its employees or agents or other authorized users, or otherwise use the Product, except as expressly permitted by

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this Agreement and the applicable documentation. Customer may permit access to the Product to permitted third parties as authorized users, provided that: (a) Customer shall ensure that Customers' use and access to the Product is in compliance with the terms of this Agreement; (b) Customer shall be and remain liable for any breach of the terms of this Agreement by Customer.

- 1.4. **Ownership.** Milliman warrants and represents that it and its suppliers own all right, title, and interest in and to the following property (the "Milliman Property"): (i) the Product, all software, hardware, and other technology used or made available by Milliman in connection with the Product; (ii) all ideas, know-how, and techniques that may be developed or discovered by Milliman under this Agreement; and (iii) all intellectual property rights in and to the above property, except for Customer data and/or Confidential Information contained therein. Except as otherwise provided herein or in a separate license agreement governing any Milliman Property: (a) the use rights set forth in this Agreement are the entirety of Customer's rights in connection with any Milliman Property; and (b) Customer shall not use, reproduce, distribute, sublicense, broadcast, or commercially exploit any Milliman Property.
- 1.5. **License Period.** During the License Term, Milliman hereby grants Customer the license set forth in Section 1.1 above to the Product and in accordance with the Services description described in Exhibit B, as necessary to allow Customer to access and use the Product. System Access Start Date, defined as access for designated authorized Customer users to the Product, will commence on the day of on-site training as described in Exhibit B, and run through the end of calendar month of the contract term then in force. By example, if on-site training is 4/15/2015 for a one year (twelve month) contract term, access would terminate on 4/30/2016. Additionally, during the License Term, Milliman shall provide Operations Support Services to Customer as set forth in Exhibit C. Each party shall designate a contact person (and one or more backup contacts) to be primarily responsible for coordination of such Services (the "Customer Contact").
- 1.6. **Professional Services.** Upon mutual agreement of the parties, Milliman may provide professional services as set forth in Exhibit A, and additional professional services not encompassed by Exhibits A, B or C for Customer as set forth in a mutually executed Statement of Work ("SOW"), collectively referred to herein as the "Professional Services." Such Professional Services will be performed in accordance with the terms of this Agreement. The SOW shall set forth in detail the services to be performed and deliverables to be provided, along with the compensation for such services and deliverables, and any other details that the parties shall deem pertinent. Any deliverables provided in accordance with such Professional Services ("Deliverables") are prepared solely for the internal business use of Customer, unless otherwise provided in the SOW. Deliverables may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its Deliverables, even if Milliman consents to the release of Deliverables to such third party.
- 1.7. **Access and Remote Access.** Access to Customer facilities and/or remote access to Customer's systems for any purpose is subject to compliance with Customer's then-current facility, remote access and other security requirements, as communicated to Milliman in writing. Milliman's access may require prior certification by Customer that Milliman complies with Customer's then-current security policies and standards as may be modified from time to time.
- 1.8. **Subcontractors.** Milliman agrees to be fully responsible for all acts and omissions of all employees, agents, and subcontractors used by Milliman. Milliman warrants and represents that it has enforceable written agreements with all of its employees, agents and all

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subcontractors permitted hereunder that: (i) assign to Milliman ownership of all patents, copyrights and other proprietary rights created in the course of their employment or engagement; and (ii) obligate such employees and permitted subcontractors, upon terms and conditions no less restrictive than contained herein, not to use or disclose any Confidential Information, proprietary rights or information learned or acquired during the course of such employment or engagement hereunder.

2. CUSTOMER DATA

- 2.1. Milliman's Right to Use.** Customer hereby authorizes Milliman to use data specifically pertaining to Customer and/or its employees, agents and customers that Milliman may obtain in the course of performing the services under this Agreement (the "Customer Data") solely to provide the Services set forth herein. Customer warrants and covenants that, throughout the term of this Agreement, (i) Customer has the right to authorize Milliman's use of the Customer Data as set forth in this Agreement; and (ii) the Customer Data is valid and accurate in all material respects. Except as set forth herein, Milliman acknowledges that it will not acquire any rights in any Customer Data. Any grant by Customer in Customer Data, including, without limitation, for statistical analyses, must be approved by Customer in writing in advance.
- 2.2. Geographic Limitations on Data.** Milliman shall not send, transfer, transmit, provide, or in any way distribute, any information relating to an identified or identifiable natural person that is obtained by Milliman from Customer, including, but not limited to, any financial or personal information, to any person or entity outside of the United States without Customer's prior written consent.
- 2.3. Data Breach.** In the event of an unauthorized use or disclosure by Milliman, its employees, agents or subcontractors of Customer's individually identifiable information, including any unauthorized disclosure by Milliman of individually identifiable information held by Milliman and derived from its relationship with Customer ("Personal Information"), Milliman shall take the following action with respect to such unauthorized use or disclosure: (i) Promptly communicate the nature of the unauthorized use or disclosure to those persons whose Personal Information was or likely was used or disclosed in an unauthorized fashion ("Affected Individuals") via written correspondence approved in advance by Customer's Privacy Officer; (ii) If the unauthorized use or disclosure of Personal Information could lead to identity theft or related financial risk to the individual subject(s) of such Personal Information, purchase identity theft monitoring service from a major credit reporting service for each Affected Individual offered such service by Customer, for 12 months; (iii) Comply with any and all laws, regulations, governmental orders or other governmental requirements applicable to such unauthorized use or disclosure of Personal Information; and (iv) Take all action commercially reasonable to mitigate any damages realized by Customer relating to the unauthorized use or disclosure of Personal Information.
- 2.4. HIPAA.** Milliman acknowledges that the disclosure of protected healthcare information ("PHI") is regulated by the Health Insurance Portability Act of 1996 ("HIPAA"). The parties acknowledge the Business Associate Agreement entered into by Milliman and Hospital Sisters Health System, a copy of which is attached hereto as Exhibit D and hereby incorporated by reference, which specifies responsibilities with regard to protecting PHI during the course of this Agreement ("Business Associate Agreement"). In the event that PHI is disclosed pursuant to this Agreement, and a Business Associate Agreement is in force, such disclosure will be subject to the terms of the Business Associate Agreement. If there is a conflict between this Agreement and the Business

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Associate Agreement with respect to the disclosure of PHI, the terms of the Business Associate Agreement will control.

3. FEES AND PAYMENT TERMS

- 3.1. **Fees.** Customer hereby agrees to pay Milliman for the undisputed Services as specified in Exhibit A of this Agreement within thirty (30) days of receipt of an invoice from Milliman. If, at any time, Customer is delinquent in the payment of any undisputed fees hereunder (or is otherwise in breach of this Agreement), Customer shall have thirty (30) days to cure such deficiency; thereafter, Milliman may, in its sole discretion and without prejudice to its other rights, suspend Services and/or require Customer to either prepay for the Services or use an alternative payment method acceptable to Milliman. Delinquent payments hereunder will accrue interest at the rate of one percent per month or the highest rate allowed by applicable law, whichever is lower. Customer shall be entitled to withhold payments if the Services are not provided in accordance with the applicable documentation and this Agreement, failure of Milliman to provide supporting documentation for out-of-pocket expenses, or failure of Milliman to provide reasonably detailed invoices. Milliman shall maintain complete and accurate accounting records to substantiate Milliman's charges and expenses hereunder. In the event of a dispute, Milliman shall provide Customer with additional documentation to substantiate charges, as available.
- 3.2. **Taxes.** Customer is tax exempt and shall provide Milliman with a copy of its tax exemption certificate authorized upon request.

4. WARRANTIES AND LIMITATIONS

- 4.1. **Product Warranties.** Milliman warrants and represents that, during the term of this Agreement, the Product shall materially conform to the specifications set forth herein and in accordance with all applicable documentation for such Product, and any Professional Services provided hereunder will be performed in a professional manner consistent with the quality of performance for similarly situated Customers and in accordance with industry standards. The documentation provided by Milliman for the Product modules licensed by the Customer shall represent the minimum functionality of the Product modules. Should Customer notify Milliman that any Product module fails to conform to the applicable documentation for such Product module, Milliman shall promptly remedy such Product module within thirty (30) days. Should the Product module continue to fail to conform to the documentation for such Product module after thirty (30) days. Milliman warrants and represents that each Product module shall be free of defects in material and workmanship for the term of this Agreement. Milliman warrants and represents that it has and shall continue to have for the term of this Agreement, good title, free and clear of all liens and encumbrances, to all Products delivered to Customer and that such Products do not violate the property rights or interests of any third party, inclusive of the intellectual property contained therein, and that there is no actual or threatened suit by any third party based on an alleged violation of such right by Milliman. If applicable, Milliman hereby assigns to Customer all of its rights pursuant to any pass-through warranties included in the Products and/or Services provided by any third party vendors, software providers, equipment manufacturer(s) and operating system provider(s) and hereby authorizes Customer to enforce in Milliman's name, but at Customer's expense, all warranties, agreements or representations, if any, which may have been made by the third party vendors, software providers, equipment manufacturer(s) or operating systems provider(s) to Milliman. Milliman shall provide reasonable assistance to Customer in making any warranty claims against the third party vendors, software providers, equipment manufacturer(s) and operating systems provider(s). Milliman

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represents and warrants that all Products shall have commercially reasonable virus protection. Milliman represents and warrants that the Products provided under this Agreement shall be screened with commercially standard virus protection software for any lock, clock, timer, trojan horse, easter egg, time bomb, counter, copy protection feature, replication devices or defect ("virus" or "worm" as such terms are commonly used in the computer industry), CPU serial number references, or other device which: (i) might lock, disable or erase the software and/or product; (ii) prevent Customer from fully utilizing the Product; (iii) require action or intervention by Milliman or other persons or entities to allow Customer to utilize the Product; or (iv) might damage Customer's network, data, computer equipment or other property as a result of accessing the Product. Milliman warrants and represents that the Product has been developed in accordance with applicable professional standards.

4.2.

In the event of breach of the foregoing warranties, Milliman shall use of diligent and reasonable efforts to correct, within a reasonable period of time given the circumstances, but in no case more than thirty (30) business days, any errors found not to be in compliance with such warranties.

4.3. Limitation of Warranty. EXCEPT AS SET FORTH HEREIN, MILLIMAN SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

4.4. Limitation of Liability. EXCEPT AS LIMITED IN THIS PROVISION, ANY LIABILITY OF A PARTY HERETO AND ITS AGENTS FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OF ANY TYPE OR CHARACTER ARISING FROM OR RELATED TO THE PRODUCT, THE SERVICES OR THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF ALL FEES PAID OR PAYABLE HEREUNDER; PROVIDED, HOWEVER, THAT NEITHER PARTY HERETO NOR ITS AGENTS SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT, THE PRODUCT, OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. However, the above limitations shall not apply to any: (1) indemnification, confidentiality, or payment obligations set forth in the Agreement, (2) a violation of a party's intellectual property rights, (3) actual damages incurred by a party hereto as a direct result of any criminal or fraudulent acts of the other party or its agents; (4) claims for gross negligence or willful misconduct; (5) personal injury or property damage; and (6) breach of the Business Associate Agreement. The parties agree that the fees set forth in this Agreement reflect the limitation on warranties and liability, and the allocation of risk, under this Agreement.

4.5. Disclaimer. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES AND REPRESENTATIONS SET FORTH ABOVE, MILLIMAN DISCLAIMS ANY WARRANTY THAT THE PRODUCT CONSTITUTES REASONABLE OR ORDINARY CARE IN THE PROVISION OF HEALTH CARE SERVICES TO ANY INDIVIDUAL PATIENT.

5. INDEMNIFICATION

5.1. By Milliman. Milliman shall, at its expense, defend, indemnify, and hold harmless Customer

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and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any third-party claim brought against any such indemnified party to the extent alleging that the Product, as provided by Milliman and used in accordance with the terms of the Agreement, infringes upon or misappropriates any United States patent, or any copyright, trademark, trade secret, or other proprietary right of such third party. Notwithstanding the above, Milliman shall have no liability for any claim to the extent it is caused by: (i) any Milliman Property that has been altered or modified without Milliman's prior written approval or recommended or required by Milliman; or (ii) use of the Product in conjunction with any item not provided or recommended or required by Milliman, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by Milliman; or (iii) identifies any third-party software, hardware, or service not provided by Milliman as forming the basis of such infringement. Milliman shall, at its expense, defend, indemnify, and hold harmless Customer and its employees, agents, successors and assigns from and against any and bodily injury or death or damaged to real and/or tangible personal property incurred while Milliman is performing Services to the extent proximately caused by negligence or willful acts or material omissions of Milliman, its personnel or agents in the performance of Services

5.2. By Customer. Customer shall, at its expense, defend, indemnify, and hold harmless Milliman and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party related to Customer's misuse of the Product.

5.3 Procedures. For any indemnifiable claim hereunder, an indemnified party shall provide the indemnifying party with prompt written notice of any such claim brought against it, together with copies of all related court documents involving such claim. An indemnified party's failure to provide timely notice to the indemnifying party of any such claim shall not relieve the indemnifying party from any liability hereunder, to the extent that the indemnifying party is not prejudiced by such failure. The indemnifying party shall have the sole right to conduct the defense of any such claim, and all negotiations for its settlement, but, upon written request, the indemnified party shall be permitted to participate in, but not control, such defense. The indemnified party shall provide the indemnifying party with such information and assistance for the defense of such claim as is reasonably requested by the indemnifying party.

6. CONFIDENTIALITY

6.1. General. Neither party shall use, or otherwise disclose to any third party, the other party's Confidential Information without the prior written consent of the disclosing party; provided, however, that Milliman may use and disclose Customer Confidential Information solely as necessary in order to provide access to the Product hereunder or any Services. For purposes hereof, "Confidential Information" means all information of a confidential nature provided by the disclosing party to the receiving party, which shall include the Customer Data (as Customer Confidential Information) and the Milliman Property, Milliman pricing, and Milliman product information (as Milliman Confidential Information). Except for protected health information, Confidential Information does not include any information that: (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure thereof; (iii) is hereafter furnished to the receiving party by a third party without violating any restriction as to use or disclosure thereof; (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required by law or court order to be disclosed, but only

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to the extent and for the purpose of such required disclosure after providing the disclosing party with prompt written notice, if legally permissible, and an opportunity to contest the disclosure or seek an appropriate protective order. Except as otherwise necessary to meet any legal or professional requirements for retention, upon the disclosing party's request, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, each party may disclose entity trade secrets under certain circumstances as described in Section 7 of the Defend Trade Secrets Act of 2016 ("DTSA") and shall be immune from civil and criminal liability in connection with such disclosure as set forth in the DTSA.

- 6.2. **ID Codes and Passwords.** Customer shall ensure the confidentiality of its corporate identification codes, user identification codes, and user passwords used in connection with the Product ("ID Codes"). Customer shall be responsible for all transactions entered through and under any ID Codes, and any such transactions will be deemed to be made by Customer. In no event will Milliman be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.
- 6.3. **Publicity.** Except as expressly set forth herein, Customer shall not refer to the Product in any communications with third parties. In particular, without limiting the foregoing, Customer shall not refer to the Product to any of Customer's patients as the basis or source for decisions related to the management of an individual patient. Neither party shall refer to the identity of the other party in any third party disclosures, including without limitation, promotional material or press releases relating to the Product, unless the prior written consent of the other party has been obtained.

7. TERM AND TERMINATION; DUTIES UPON TERMINATION

- 7.1. **Term and Termination.** The Term of this Agreement shall commence as of the Effective Date of this Agreement and continue for a term of three years from the Effective Date (the "License Term"), unless sooner terminated by delivery of written notice upon any nonpayment of undisputed sums due or material breach hereunder by any party (the "breaching party"), if the other party ("non-breaching party") gives written notice of such breach to the breaching party and the same is not cured within thirty (30) days after delivery of such notice.
- 7.2. **Duties upon Termination.** Upon termination of this Agreement: (i) Customer shall immediately pay Milliman for all undisputed, unpaid fees accrued hereunder through the effective date of termination; (ii) Milliman may invalidate the ID Codes and otherwise deny further access to the Product; and (iii) at Customer's written request, Milliman will provide an electronic copy of Customer Data in the format that it was provided to Milliman and/or a flat file format within 30 days of receiving such request, provided that Milliman may retain one copy of any Customer Data as necessary to comply with applicable work product documentation standards, and subject to the obligations of confidentiality contained herein. Termination of this Agreement shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination, and the applicable provisions of this Agreement shall continue to apply to such claim until it is resolved. The terms of Sections 1.4, 4.2, 4.3, 4.4, 5, 6, 7.2, and 8 and any other provision of this Agreement that should survive shall survive the termination of this Agreement.

8. MISCELLANEOUS

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- 8.1. **Notices.** Except as otherwise specified herein, all notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by United States certified mail return receipt requested, postage prepaid, and addressed as set forth on Exhibit A of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the United States Postal Service on any return receipt card shall be conclusive evidence of receipt. Notices also may be sent by facsimile or email transmission, which shall be deemed received when transmitted if a document is electronically generated by the transmitting machine confirming that the transmission was received, and the recipient sends a responsive email confirming receipt. Any party, by written notice as above described, may alter the address for receipt by it of written notices hereunder.
- 8.2. **Waiver.** Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.
- 8.3. **Severability.** If any provision of this Agreement is found to be void or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.
- 8.4. **Assignment.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which permission shall not be unreasonably withheld. Customer agrees that Milliman may subcontract services to be performed in connection with this Agreement provided that any such subcontracting arrangement shall not relieve Milliman of any of its obligations.
- 8.5. **Excused Performance.** Neither party shall be liable for any delay in performance due to causes or events beyond such party's reasonable control.
- 8.6. **Entire Agreement/Amendments.** This Agreement, together with the Exhibits thereto, contains the entire agreement and understanding between Milliman and Customer with respect to the subject matter thereof and supersedes all prior agreements and negotiations, written and oral, relating to the subject matter. This Agreement and such Exhibits shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except as set forth herein or in writing executed by the parties hereto. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of this Agreement shall alter or amend any provision of this Agreement unless executed in writing by both parties. Execution and delivery of this Agreement by facsimile transmission shall be binding for all purposes.
- 8.7. **Governing Law/Dispute Resolution.** The Agreement shall be governed by, subject to, and interpreted in accordance with Illinois law, without regard to conflict of laws principles. Each party consents to the exclusive jurisdiction of the state or federal courts located in Sangamon County, Illinois to adjudicate any claim arising out of or relating to the Agreement or its subject matter. If a party files a lawsuit, and both a state and a federal court have subject matter jurisdiction over all of the claims to be filed, then the party shall file such suit in federal district court. Both parties agree to waive the right to a trial by jury.
- 8.8. **EEOC.** The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit

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discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

- 8.9. Ethical and Religious Directives.** The parties acknowledge that the operations of Customer and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor ("Directives") and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Customer and its affiliates. The Directives are located at <http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf>. It is the intent and agreement of the parties that this Agreement shall not be construed to require Customer or its affiliates to violate said Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Directives.
- 8.10. Compliance with Laws.** The parties intend that this Agreement comply at all times with all existing and future applicable laws. If at any time, as the result of the enactment of a new statute, the issuance of regulations, or otherwise, either party receives a written opinion of counsel that there is a substantial risk that, as a result of this Agreement, either party does not comply with applicable law, then the parties shall use good faith efforts to reform this Agreement in such a manner so that it complies with applicable law. If, after the exercise of such good faith efforts for a period of at least thirty (30) business days, the parties have not agreed on amendment(s) to this Agreement that resolve legal issues referred to above, then the party(s) whose receipt of a legal opinion triggered renegotiation may terminate this Agreement upon at least sixty (60) calendar days written notice to the other party.
- 8.11. Excluded Provider.** Milliman represents and warrants that neither it, nor to the best of its knowledge any of its employees or other contracted staff has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). The listing of Milliman or any of its affiliates, employees or independent contractors, on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.
- 8.12. Insurance.** Throughout the term of this Agreement and for a period of at least three (3) years thereafter, Milliman shall maintain in effect such insurance coverage limits as set forth herein:
- (i) commercial general liability insurance (including products/completed operations, personal and advertising injury coverage), the minimum limit of liability of which shall be \$1 million each occurrence, \$3 million annual general aggregate, and \$1 million each occurrence and annual products/completed operations aggregate;
 - (ii) worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident, each employee for disease, and policy limit for disease;

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(iii) commercial automobile liability insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of \$1 million each accident for bodily injury and property damage liability;

(iv) umbrella/excess liability insurance, with underlying coverage in subsections (i) through (iii) above, with a minimum limit of \$10 million each occurrence and minimum aggregate amount of \$10 million, said amounts being in excess of the underlying coverages;

(v) professional liability insurance (errors and omissions) covering the liability for financial loss due to error, omission or negligence of Consultant as described in the Agreement, with a minimum amount of \$5 million each claim;

(vi) privacy and network security ("cyber") insurance loss arising out of or in connection with loss or disclosure of Confidential Information, in a minimum amount of \$5 million each loss; and

(vii) third-party fidelity/crime coverage, including blanket employee dishonesty and computer fraud insurance, for loss arising out of or in connection with fraudulent or dishonest acts committed by the employees of Supplier, acting alone or in collusion with others, in a minimum amount of \$5 million each loss (all of the above together, the "Required Insurance").

The Required Insurance may be satisfied by a combination of primary and excess policies. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the insurance carrier, upon written request, Milliman shall provide Customer with the opportunity to review a copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

8.13. Access to Books & Records. Pursuant to 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. § 420.302, if the value or cost of services rendered to Customer by Milliman or by an organization related to Milliman is Ten Thousand Dollars (\$10,000) or more over any twelve (12) month period during the term of this Agreement, Milliman and Customer agree that until the expiration of six (6) years after the furnishing of such services, Milliman and Customer shall, upon written request, make available to the Secretary of the Department of Health and Human Services of the United States (the "Secretary"), the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the costs of such services. This provision shall also apply to any subcontractors Milliman hires to perform the Services hereunder.

MILLIMAN, INC.

By Rich Moyer
 Title Principal
 Date 5/31/2017

Physician Clinical Integration Network, L.L.C.
 ("CUSTOMER")

By Mark Chul

PRM Analytics

Title CEO

Date 6/23/2017

Contract Effective Date: 5/25/2017

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Exhibit A - Milliman PRM Analytics™ Fees for Customer

PRM Standard Services – Software as a Service (SaaS) Offering

Milliman will provide a 45 (forty-five) day Evaluation Period for the MSSP population with 1 (one) data load and 6 (six) seat licenses for which Milliman will invoice Customer \$3,000. Payment is due to Milliman upon execution of this Agreement. The Evaluation Term shall commence on the Effective Date and end forty-five (45) days following the Effective Date ("Evaluation Period Term").

Post this Evaluation Period Term, access (end user licenses) will be provided for up to 125 (one hundred twenty-five) end users to the PRM Report beginning after the User Acceptance Period, defined in Section 1.2 above, is completed. In the event Customer provides written communication to Milliman that it intends to continue to utilize the Services, Customer will be invoiced additional fees at that time ("PRM License Effective Date") as set forth below.

One Time Fees on PRM License Effective Date when Customer indicates its intent to continue to utilize the Services: **\$50,000, less the \$3,000 paid for the Evaluation Period (assumes three different lines of business)**

Payment #1 – Annual Fees due at PRM License Effective Date for Year 1: \$194,500* – Year 1 License Fee

Payment #2 - Annual Fees for Year 2 due at 1st anniversary of PRM License Effective Date: \$194,500* - Year 2 Annual License Fee

Payment #3 - Annual Fees for Year 3 due at 2nd anniversary of PRM License Effective Date: \$194,500* - Year 3 Annual License Fee

The following table defines the populations to be included in the license at the end of the Evaluation Period should the Customer exercise the option as shown above.

Table 1: Customer Patient Population by Payer Class

<i>Business Line</i>	<i>Base Member Count</i>
<i>MSSP</i>	20,000
<i>Medicare Advantage</i>	1,000
<i>Commercial</i>	25,000
<i>Total</i>	46,000

NOTES TO TABLE

- 1) Due to its limited size, the Medicare Advantage plan data will be processed with the MSSP data.
- 2) (*) Assumes 46,000 enrolled patients at contract inception. Additional and existing lines of business enrollment growth will be subject to the following table:

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Total Enrolled Members	Per Member Per Month
<= 100,000	\$0.12
100,000 – 250,000	\$0.10
250,000 – 500,000	\$0.08
500,000 +	\$0.06

Change Order Fees: Milliman will provide estimates for change orders upon request, at no additional cost. Change orders require written Customer approval before work commences.

PRM Standard Services - SaaS	Description
Initial Customer Setup	Setup of secure data transfer protocols for extraction of claims data from Customer's administrative systems for their covered population. Initial onboarding of medical and pharmacy claims, member demographic and eligibility information, and provider information. Initial onsite training on PRM Services. Milliman is not responsible for any expenses incurred by Customer or the Customer's vendors to assist with the transfer of claims data. Additional data sets can be added as a change order.
Predictive Analytics/Care Coordinator Report	Opportunity based analytics tool to facilitate patient risk stratification and more efficient care management. Includes proprietary predictive analytics for care management. Supports self-service management of role-based security of PHI data. Includes 125 user licenses. Additional user licenses may be added at \$200 per user license per year.
Cost Model Dashboard	Business intelligence tool that provides organizations a way to visualize and drill into their claims and demographic data for top-down analysis. Includes 125 user licenses. Additional user licenses may be added at \$200 per user license per year.
Physician Risk and Credibility Adjusted Report	Operational management tool used to report on various aspects of physician performance. The tool first adjusts physician experience for patient morbidity using industry standard risk scores, then adjusts measures to account for the unreliable nature of small patient panels and general patient cost variability. Includes 10 user licenses. Additional user licenses may be added at \$200 per user license per year.
Power User Data Mart	SQLite extracts from the internal PRM Database containing processed customer data, along with Milliman proprietary analytics that can be loaded into customer's data analysis systems. The SQLite database will be accompanied by a data dictionary describing each data element. This is designed to allow data analysts to do further analysis and data exploration on the processed data. Power User Data Mart can be retained by the customer.
Extraction, Processing, and Warehousing of Claims Data	Development of software processes, data models, and data quality checks for claims data. Timely communication of issues to facilitate data reconciliation and correction. Continued maintenance of a data warehouse that underlies the above

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	components.
Monthly Production of Reports	New reports are generated on a monthly basis based on receipt of updated customer data. Monthly reports available to the Customer are as described in the User Documentation

Additional SaaS Services Included:

SaaS Services	Description
Network adequacy maps	Creation of up to three custom maps to visualize data elements, defined by Customer, by zip codes. The Network Adequacy maps will be delivered as interactive HTML files. Additional custom maps or new mapping specifications can be added at \$2,500 per map.

PRM Optional Services- Professional Services

Milliman can provide optional Professional Services, including professional review and oversight services on a time and expense incurred basis. These Professional Services will be charged at the professional hourly fees as follows, if agreed upon in writing:

Professional	Hourly Rate - 2017
Arthur L. Wilmes, FSA, MAAA	\$550
Jill Herbold, FSA, MAAA	\$430
Jason Clarkson, FSA, MAAA	\$270
Anders Larson, FSA, MAAA	\$230
Mid-Level Professionals	\$200 - \$250
Junior Staff	\$160 - \$200

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Addresses of Milliman and Customer to use for purposes of notification under this Agreement:

Milliman, Inc.

Customer: Physician Clinical Integration
Network, L.L.C.

Attention of: Arthur L. Wilmes, FSA, MAAA

Attention of: Matt Peregrin

Street Address: 111 Monument Circle; Suite 601

Street Address: 4936 LaVerna Road

City: Indianapolis, IN 46204

City: Springfield, IL 62703

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Exhibit B – Description of Provided Products and Services

Service Description for Milliman PRM Analytics™ Care Coordinator Reports

I. Scope. This Service shall include the following deliverables:

Milliman PRM Analytics Care Coordinator Reports.

- A. Description.** The Care Coordinator Reports (CCRs) are an opportunity based analytic tool. They provide information at the population level, and facilitate drill down to the individual patient level. The Care Coordinator Reports include Opportunity Prospective Scores - estimates of a patient's healthcare expenses and utilization over the next six months, absent additional ambulatory management intervention. The Opportunity Prospective Scores are developed using Milliman proprietary predictive analytics and can be used in selecting patients for further care intervention and in managing patients.
- B. Components of the Care Coordinator Reports**
- 1. Filter Population.** The Filter Population capability allows a user to select patients based upon pre-defined demographic characteristics, provider characteristics, clinical conditions, and Opportunity Prospective Scores. It also provides summary metrics regarding certain characteristics of the selected patient population.
 - 2. Population Report.** The Population Report presents select Opportunity Prospective Scores, historic utilization measures, clinical condition highlights, demographics, and provider information for each patient in the selected patient population. Users can decide which patients they want to review in greater detail using the functionality and information included in the Population Report.
 - 3. Patient Profiles.** A more detailed Patient Profile is available for each patient in the population. A Patient Profile presents a concise summary of the selected patient's prospective risk profile, chronic conditions, demographic and physician information, and historical inpatient, outpatient, and prescription drug claims.
 - 4. Excluded Report.** The Excluded Report provides a list of patients included within the Customer data but not included in the other portions of the Care Coordinator Reports. These patients may not have recent eligibility or sufficient historical data to be included.
- C. Access.** The Care Coordinator Reports are available to users authorized by Customer via a secure hosted web application.
- D. Frequency.** The Care Coordinator Reports are produced monthly during the term of this license after receipt of clean data from Customer.
- E. User Guide.** The Care Coordinator Reports are accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.

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- F. Training.** One hands-on user training session of approximately 3-4 hour duration is provided at the time of initial Customer set up at a location provided by Customer. Additional training is available upon request and will be handled as a change order in accordance with Exhibit A of the PRM Analytics License Agreement.

II. Production Launch. The Production Launch component shall consist of the following:

- A.** All errors in the Milliman PRM Analytics process, or Care Coordinator Reports, identified during user acceptance testing (UAT) by Customer, and mutually agreed upon with Milliman PRM Analytics, are addressed. UAT will be for a period of one month upon signing of this Agreement. Issues due to limitations or data quality issues with Customer data sources are out of scope for completing the UAT.
- B.** All deliverables, as described in Section I of this service description, have been mutually accepted in writing by Customer and Milliman PRM Analytics.
- C.** Care Coordinator Reports are being delivered to Customer as part of monthly production releases, within one week of receiving clean data, free from file corruption and complete in content pursuant to the specifications for the data from Customer. Any changes to this frequency must be negotiated and will be handled as a change order in accordance with Exhibit A of the Agreement.

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Service Description for Milliman PRM Analytics™ Cost Model Dashboard

I. **Scope.** This Service shall include the following deliverables:

Milliman PRM Analytics Cost Model Dashboard.

A. **Description.** The Cost Model Dashboard is an advanced business intelligence tool that provides organizations a way to visualize and drill into their claims and demographic data. The tool will quickly allow the user to identify trends in their data and support period over period analysis including rolling time periods.

B. Components of the Cost Model Dashboard

1. **Filter Cost Model:** The Filter Cost Model screen displays cost and utilization about the selected population. This section allows the user to filter the data in order to display information limited to certain cost model groups (Inpatient, Skilled Nursing Facility, Outpatient, Professional, Other, Additional) or cost model lines. Additionally, the Filter Cost Model screen allows the user to limit the data to only potentially avoidable cost or non-potentially avoidable costs
2. **Filter Population:** The Filter Population screen displays demographics about the selected population. This section allows the user to filter the population in order to display information at the segment level.
3. **Average Monthly Enrollment:** The Average Monthly Enrollment screen displays the average monthly enrollment for the population or sub-segment of the population. Only demographic filters and dimensions apply to the Average Monthly Enrollment screen.
4. **PMPM:** The PMPM screen displays the per member per month cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the PMPM screen.
5. **Utilization / 1,000:** The Utilization per 1,000 members screen displays the cost model utilization per 1,000 member months by cost model group or line. Population, cost model, and utilization type filters and dimensions apply to the Utilization per 1,000 screen. The graph is only displayed when consistent utilization types are selected or when all utilization types can be displayed. A warning message will appear to notify the user when inconsistent utilization types are selected.
6. **Cost per Service:** The Cost per Service screen displays the cost per service by cost model group or line. Population and cost model filters and dimensions apply to the Cost per Service screen. Similar to the Utilization per 1,000 members the graph is only displayed when consistent utilization types are selected. A warning message will appear to notify the user when inconsistent utilization types are selected.
7. **Total Costs:** The Total Costs screen displays the total cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the total costs screen.

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- C. **Access.** The Cost Model Dashboards are available to users authorized by Customer via a secure hosted web application.
- D. **Frequency.** The Cost Model Dashboard is produced monthly during the term of this license after receipt of clean data from Customer.
- E. **User Guide.** The Cost Model Dashboard is accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.
- F. **Training.** One hands-on user training session of approximately 3-4 hour duration is provided at the time of initial Customer set up at a location provided by Customer. Additional training is available upon request and will be handled as a change order in accordance with Exhibit A of the PRM Analytics License Agreement.

II. Production Launch. The Production Launch component shall consist of the following:

- A. All errors in the Milliman PRM Analytics process, or Cost Model Dashboard, identified during user acceptance testing (UAT) by Customer, and mutually agreed upon with Milliman PRM Analytics, are addressed. UAT will be for a period of one month upon signing of this Agreement. Issues due to limitations or data quality issues with Customer data sources are out of scope for completing the UAT.
- B. All deliverables, as described in Section I of this service description, have been mutually accepted in writing by Customer and Milliman PRM Analytics.
- C. Cost Model Dashboard Reports are being delivered to Customer as part of monthly production releases, within one week of receiving clean data free from file corruption and complete in content pursuant to the specifications for the data from Customer. Any changes to this frequency must be negotiated and will be handled as a change order in accordance with Exhibit A of the Agreement.

III. Milliman PRM Analytics Power User Data Mart.

- A. **Description.** Milliman will provide Customer with SQLite extracts of the Milliman PRM Power User Data Mart. The SQLite extracts will consist of the core data elements in the Care Coordinator and Cost Model Dashboard Reports, and will be accompanied by a data dictionary to allow client to import the data into their system(s). The SQLite extracts will be produced monthly and will be delivered to Customer through a secure FTP website.

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Service Description for Milliman PRM Analytics™ Physician Risk and Credibility Adjusted Report

I. **Scope.** This Service shall include the following deliverables:

Milliman PRM Analytics™ Physician Risk and Credibility Adjusted Report

- A. Description.** Milliman's Physician Risk and Credibility Adjusted (PRCA) analytics provide a useful means to understand physician performance on many key performance metrics. The process of risk adjustment accounts for differences in morbidity and eligibility. The process of credibility adjustment recognizes the uncertainty of estimates made using only a small patient count. The PRCA Report is an advanced business intelligence tool that provides organizations a way to visualize and drill into the PRCA analytics results.
- B. Components of the PRCA Report**
1. **PRCA Models:** The set of models fit to assist in physician assessment. The models include PMPM, Utilization, Ancillary, and Conditions.
 2. **PRCA Report Main Screen:** The PRCA Report Main Screen allows a user to select which three PRCA models are displayed for each physician.
 3. **Detail Table:** The Detail Table allows a user to see all of the PRCA models for an individual physician.
 4. **Filter Options:** The Filter Options screen displays demographics about the selected population. This section allows the user to filter the population in order to display information at the segment level.
 5. **Diagnostic Images:** The Diagnostic Images screen displays the details of the steps of the PRCA analysis and the measurements of uncertainty of the Total PMPM model.
- C. Access.** The PRCA Report is available to users authorized by Customer via a secure hosted web application.
- D. Frequency.** The PRCA Report is produced monthly during the term of this license after receipt of clean data from Customer.
- E. User Guide.** The PRCA Report is accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.
- F. Training.** One hands-on user training session of approximately 3-4 hour duration is provided at the time of initial Customer set up at a location provided by Customer. Additional training is available upon request and will be handled as a change order in accordance with Exhibit A of the PRM Analytics™ License Agreement.

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II. Production Launch. The Production Launch component shall consist of the following:

- A. All errors in the Milliman PRM AnalyticsTM process, or PRCA Report, identified during user acceptance testing (UAT) by Customer, and mutually agreed upon with Milliman PRM AnalyticsTM, are addressed. UAT will be for a period of one month upon signing of this Agreement. Issues due to limitations or data quality issues with Customer data sources are out of scope for completing the UAT.
- B. All deliverables, as described in Section I of this service description, have been mutually accepted in writing by Customer and Milliman PRM AnalyticsTM.
- C. PRCA Reports are being delivered to Customer as part of monthly production releases, within one week of receiving clean data from Customer. Any changes to this frequency must be negotiated and will be handled as a change order in accordance with Exhibit A of the Agreement.

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Glossary of Terms

- **BI:** Business Intelligence
- **CMD:** Milliman PRM Analytics Cost Model Dashboard
- **CCR:** Milliman PRM Analytics Care Coordinator Reports
- **PMPM:** Per member per month
- **PRCA:** Milliman PRM Physician Risk and Credibility Adjusted
- **UAT:** User Acceptance Testing
- **UI:** User Interface

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Exhibit C - Milliman PRM Analytics™ Operations Support Services for Secure Hosted Web Application

Statement of Intent. Milliman strives to provide a high level of service. This Service Level Agreement ("SLA") outlines the services, site availability, and support that Milliman will provide to PRM Analytics™ clients (also referred to as "Customer")

I. Time Conventions. This SLA uses the following conventions to refer to times:

- A. Times expressed in the format "hours: minutes" reflect the Eastern Time zone.
- B. Times expressed as a number of "business days" include Milliman business hours (as defined in Table C.1) Monday through Friday, excluding designated holidays.
- C. The symbol "---" indicates that no time applies to the associated category.

II. Services Provided. Under this Agreement, Milliman will provide implementation Services to Customer as outlined below:

A. Implementation. Implementation of the Milliman Product includes:

- 1. Perform the credentialing for Customer;
- 2. Provision Customer for access to the Product;
- 3. Obtain any third party consents required in order for Customer to access the Product;
- 4. Access to the product through a secure and encrypted channel;
- 5. Technical support by email to assist the Customer in startup as needed. A user guide is available online; and
- 6. Help Desk support as detailed under Section III. Milliman Support Responsibilities.

B. Redundancy. The primary purpose for backup to magnetic media is to help Milliman provide its customers with timely disaster recovery should the Services be rendered inoperative due to hardware or environmental impacts. Services restoration will be performed as a recovery procedure after a disaster and is included in the Milliman provided Services. Milliman's formal backup procedures includes a full backup of the software and any necessary databases on a weekly basis. Incremental backups will be performed daily. Milliman will determine the method and process including hardware/software used for all data backup operations.

C. Availability. The availability of the Product is outlined below.

- 1. **Normal Service Availability Schedule.** The Product shall be available 24 hours a day, seven days a week with the exception of planned outages for upgrades (provided that Milliman shall provide Customer at least 48-hours prior written communication regarding any such outages due to upgrades) or unplanned outages outside of Milliman control, at which time Milliman shall communicate details regarding any outage to Customer on an ongoing basis until such outage is resolved. Milliman represents and warrants that Milliman will maintain monthly availability of 98.00% for the Product.

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The Scope of this SLA does not include the performance or availability of any public Internet backbone or network, any server or other equipment on the Internet outside of Milliman's or its subsidiary's host facility, Customer's premise equipment or local access service of any type.

Table C.1 shows the times when Milliman is scheduled to be available for Customer support:

Table C.1 Customer Support Availability**

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	---	8:00	8:00	8:00	8:00	8:00	---
Stop	---	17:00	17:00	17:00	17:00	17:00	---

**Adjusted when necessary for scheduled outages and non-emergency enhancements.

2. **Scheduled Events that Impact Service Availability.** Regularly scheduled events can cause a temporary service outage. Notice to Customer of scheduled events that may result in an outage of longer than 15 minutes that are deemed by Milliman to be required shall occur at least two (2) business days in advance. Table C.2 shows the typical times when these events may occur.

Table C.2 Scheduled Outages

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	23:00*	23:00*	23:00*	23:00*	23:00*	23:00*	00:00
Stop	02:00*	02:00*	02:00*	02:00*	02:00*	02:00*	23:59

*Weekday scheduled events will only occur for urgent updates or upgrades

III. **Milliman Support Responsibilities.** Milliman provides the following support to all Customers:

- A. **User Support.** Milliman provides user support by way of a fully trained Help Desk accessible through email at prm.support@milliman.com. The intent of the Help Desk is to resolve Milliman-trained end users' issues, not to entertain requests for Services enhancements, modifications, or clinical guidance.
- B. **Problem Severity Description.** Table C.3 outlines problem severity descriptions. The diagnosis of severity as related to a reported issue is determined by qualified Milliman system engineers/analyst.

Table C.3 Problem Severity Descriptions

Severity	Description
Priority 1	All or most of the service functionality is lost. Milliman is not operational and there is no workaround. A Priority 1 problem can be reduced to a Priority 2 problem if an acceptable workaround is found. Priority 1 support takes effect immediately until the issue is resolved.
Priority 2	Some functionality of the services is lost but still provides useful

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	information. Priority 2 issues are queued ahead of standard issues.
Standard	Service functionality is intact with issues revolving around items that limit the usefulness and/or user friendliness of the system.

Service requests received within normal business hours are subject to the following response and action times (Table C.4) based on their severity as defined in Table C.3

Table C.4 Problem Response and Action Time by Severity Level

Severity Level	Initial Response From Time of Report	Initiate Action From Time of Report
Priority 1	30 Minutes	Immediately upon response
Priority 2	Two Business Hours	One Business Day
Standard	One Business Days	Two Business Days

1. Problem Reporting Process.

All issues received via the support email address will provide an auto-reply to acknowledge receipt of the issue. Within 1 business day Milliman Customer Support will provide a reply as to the problem Severity level and/or courses of action to be taken in relation to the issue. As part of the diagnosis/triage Milliman may request additional information and/or diagnostics to be performed by the client to effectively identify the issue.

2. Problem Resolution. When Milliman's Help Desk is informed of a problem, the following actions are taken:

- a. **Problem Reproduction.** Milliman's Customer Support Department will attempt to reproduce the problem. For this, a customer will need to provide a clear description of the circumstances under which the problem occurs. This may include Customer Support requesting the email address (account name) of the account in question. As part of problem reproduction Milliman may request more information and/or diagnostics to be performed by the client.
- b. **Defect Logging.** When the problem has been duplicated by Milliman's Customer Support Department; it may be logged as a defect in Milliman's defect database if the root cause of the original problem is due to a software defect
- c. **Defect Investigation.** Milliman's Product Development Team will investigate the cause of the problem.
- d. **Workaround.** When, in the course of the investigation, alternative ways are found to obtain the design goal while avoiding the interruptive symptoms of the defect; these workarounds will be communicated as a solution to the problem. If the defect is deemed critical, a slipstream release will be created to address the issue. If the defect is minor it will likely be addressed in a future release of the system.

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IV. Chronic Failure. Customer may terminate the Agreement for material breach in accordance with its terms if Milliman fails to: i) meet its availability commitments for the Services set forth in Section II(C) - (Availability); or ii) meet its support commitments set forth in Section III(B), in each instance, for any two (2) months in any six (6) month period during the Term of this Agreement. In the event of termination for this reason, Milliman shall refund a pro rata portion of all prepaid fees for the unused portion of such fees.

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EXHIBIT D

Copy of current Business Associate Agreement between
Hospital Sisters Health System and Milliman, Inc.