

## **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING, dated as of this 9th day of June, 2021 (this "MOU"), is entered into between Milliman PRM Analytics ("PRM") and the Minneapolis Health Practice of Milliman, Inc. ("MinnHealth") and sets forth the mutual intentions of PRM and MinnHealth relating to deployment, usage, and maintenance of PRM's Azure Data Engineering Environment design.

### **RECITALS**

- A. PRM has designed a blueprint of a cloud based environment, the PRM Azure Data Engineering Environment (PADEE), and desires to deploy PADEE instances from its blueprint into MinnHealth's cloud tenant and make those instances available to the licensee for usage by their staff; and
- B. MinnHealth has entered client contracts that require significant and timely data processing and wish to leverage the scalability of cloud resources in a cost effective manner.

The terms and conditions that shall apply are described herein.

### **TERMS**

1. PRM will work with MinnHealth to determine how many instances of PADEE make sense for them based on the business structure of MinnHealth
2. PRM will work with MinnHealth to do the initial deployments of PADEE instances.
3. PRM will assign an Account Manager to be MinnHealth main point of contact.
4. PRM will be responsible for ongoing updates to the PADEE instances (e.g. keeping them HITRUST-compliant). This process will include following a HISC approved SDLC.
  - a. MinnHealth can request updates through their PRM Account Manager.
  - b. PRM will provide regular security and feature enhancements to the PADEE instances to maintain and improve the reliability and usability of the environments.
  - c. PRM will notify MinnHealth of any scheduled maintenance windows for PADEE instances.
  - d. PRM will communicate normal updates at least 5 business days before they are implemented and 15 if an outage is expected. PRM will work with MinnHealth to reschedule/delay any updates as needed.
5. PRM shall work with MinnHealth to implement data backup to ensure there are backup options available.
6. PRM shall communicate discovered critical/high vulnerabilities and security issues to MinnHealth in a timely manner.

7. PRM shall be responsible for ensuring PADEE meets requirements agreed upon with MinnHealth and its clients, provided that PRM was involved in the negotiation of such requirements. (e.g. data locality requirements)
8. PRM shall retain all intellectual property created through the development of the PADEE design but makes no claims to intellectual property for the content authored by MinnHealth staff within the PADEE instances
9. PRM will provide user support during regular business hours at [prm.security@milliman.com](mailto:prm.security@milliman.com). Regular business hours are Monday through Friday 9am – 4pm ET.

  - a. MinnHealth will initiate support with Azure with assistance from the PRM Account Manager, as needed.
10. PRM will provide training and documentation to MinnHealth staff for the purpose of ensuring proper management of MinnHealth data, content and users.
11. PRM will provide additional development assistance to MinnHealth when requested for things like specific enhancements to the PADEE design and/or how to optimize solutions to work with the existing PADEE design. Standard staff billing rates will apply. PRM will clarify when a request would necessitate billed hours charges before starting work on a request, and provide an estimated cost range to complete the request. If at any point it appears likely that the costs may exceed the top end of the budget range, PRM will contact MinnHealth to discuss how to proceed.
12. The PADEE instances will maintain records of all interactions with the environment and content in order to provide a complete history of what was accessed, by whom, and when. Extracts can be made available to MinnHealth upon request.
13. When requesting new PADEE instances, MinnHealth shall determine the Risk Level for the instance, in accordance with the Milliman Information Security Policy standard levels. They shall inform PRM of this risk level when requesting an instance, and they shall be responsible for ensuring that users of the instance comply with relevant policies and procedures related to storing and handling sensitive data.
14. PRM shall ensure that PADEE instances comply with infrastructure requirements commensurate with the Risk Level identified by MinnHealth.
15. MinnHealth shall comply with all Milliman policies and procedures for the processing and storing of client-sensitive information. PRM will provide supporting documentation around the design of PADEE and suggested procedures around user management.
16. MinnHealth shall be responsible for monitoring and auditing user activity and data access in PADEE environments. PRM will ensure the necessary tools and logging are available.
17. MinnHealth must include PRM in the completion of security questionnaires from clients of MinnHealth as well as Milliman or third-party audits or compliance reviews in regards to PADEE. All time incurred by PRM staff in the process of completing questionnaires, audits, and reviews will be billed at PRM's standard staff billing rates.

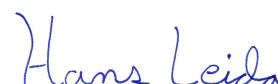
- 18.** MinnHealth shall notify their PRM Account Manager of any known or suspected security incidents related to PADEE.
- 19.** MinnHealth must involve PRM in any contractual obligations relating to PADEE before entering into the agreement.
- 20.** MinnHealth shall designate at least one person who shall have responsibility to create and administer user accounts for MinnHealth's PADEE instances and regularly review the user access.
- 21.** MinnHealth accepts responsibility for the system privileges granted to users by MinnHealth's administrative users.
- 22.** MinnHealth will give PRM staff billing reader access to the Azure subscription associated with each PADEE instance upon request.
  - a. PRM Account Manager will work with MinnHealth to help identify unexpected billing costs.
- 23.** GCS will charge MinnHealth monthly for all Azure costs via automatic charges to their P&L.
- 24.** MinnHealth will be invoiced quarterly by PRM. The invoiced costs will include any billed hours as discussed above, plus an additional amount equal to 15% of Azure costs for the past quarter for all of their Azure subscriptions associated with MinnHealth's PADEE instances.
- 25.** PRM or MinnHealth may terminate this contract with a minimum of 6 months notice. Upon termination PRM will leave all existing Azure resources in place, but will disconnect them from the live PADEE blueprints/templates. PRM will not provide any current copies of the PADEE blueprints/templates to MinnHealth. MinnHealth will not provide services similar to PADEE to other Milliman practices for at least 2 years after this contract terminates.
- 26.** In the event of any disputes between the parties regarding this agreement that cannot be resolved through discussion, the parties will contact the Global Health Practice Director who will decide how to resolve the dispute after meeting with both parties.

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

**PRM Analytics**

By:   
Name: Shea Parkes  
Title: Principal

**Minneapolis Health Practice**

By:   
Name: Hans Leida  
Title: Principal