

## INTEROFFICE LICENSE TERMS FOR CMS-HCC GROUPEUR

These Interoffice License Terms (the "Agreement") are made as of April 28, 2021 (the "Agreement Date"), by and between MedInsight PRM Analytics ("PRM") and the Health Steering Committee (the "HSC") of Milliman, Inc.

**Licensee may not make copies of, modify, sell, distribute, integrate, or transfer the Licensed Program except as expressly authorized by this Agreement.**

### **DEFINITIONS**

The following terms shall have the definitions set forth below:

**"CMS-HCC Grouper Software"** or **"Licensed Program"** means the software programs developed by PRM and described in Exhibit(s) A, including any accompanying Documentation to such software programs.

**"Support Services"** means the technical support and related services provided by PRM for the Licensed Program, as set forth in Exhibit B.

**"Documentation"** means technical manuals and other documentation relating to the operation and use of the Licensed Program which are delivered with the Licensed Program to the Licensee.

**INTEROFFICE LICENSE.** PRM hereby grants to the Licensee during the term of this Agreement and subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable license (the "License") to:

- 1) Access the currently available Licensed Program model sets described in Exhibit A;
- 2) Access the output files of the Licensed Program described in Exhibit A; and
- 3) Use and apply the risk scores of the Licensed Program in a "Model Output" described in Exhibit A.

This License shall be limited to use of the Licensed Program and Documentation by the Licensee to allow for inclusion of the Risk Scores and HCC Grouping into the research datasets and/or in the Health Cost Guidelines ("HCGs"). Licensee shall only publish the Risk Scores and Summarized Clinical Classifications in the HCGs for internal use. Individual consultants within Milliman may use the posted output for their internal research and use grouped Risk Scores on behalf of an individual Milliman client with consulting project deliverables, with no additional fee. Individual Risk Scores or Individual Clinical Classifications cannot be used for such consulting project deliverables, unless the client is also a CMS-HCC Grouper Licensee.

There are no constraints, additional fees or restrictions for the application of the Risk Scores or HCC Grouping to the HSC data assets. CMS-HCC risk scores are applicable to Medicare populations. If the HSC chooses to process non-Medicare populations through the grouper, PRM support will be subject to the billing rates discounted using the standard research discount.

This Agreement sets forth the entirety of the Licensee's rights in connection with the Licensed Program, Documentation, and all patent, copyright, trade secret, trademark and other intellectual property rights (collectively, "Intellectual Property Rights") in connection with the Licensed Program and Documentation. Accordingly, the Licensee shall not: (a) use the Licensed Program or Documentation for any purpose other than as expressly set forth in this Agreement; or (b) permit any third party to use or have access to any Licensed Program or Documentation (whether by sublicensing, reselling, distributing, marketing or otherwise delivering the Licensed Program or Documentation, by using the Licensed Program or Documentation for third party training, support, maintenance or service bureau use, or by any other means) without the express prior written approval of PRM, except for employees of Licensee who are authorized to use the Licensed Program and Documentation in accordance with this Agreement.

The Licensed Program and Documentation are licensed, not sold, to Licensee under this Agreement. The Licensee shall not transfer any title to or ownership in the Licensed Program or Documentation, or any Intellectual Property Rights in connection with the Licensed Program and/or Documentation, from PRM to the Licensee, integration or use by any Milliman product, any technical or processing providers, any consultant or any Licensee client.

Licensee agrees not to alter, merge, modify or adapt the Licensed Program or the Documentation in any way or remove or obscure Milliman's copyright or trademark notices. In particular, Licensee agrees not to cause or permit the disassembly, decompilation, or reverse engineering of any Licensed Program. Under no circumstances will Licensee unlock, decompile, reverse engineer, or attempt to unlock, decompile or reverse engineer, the codes of the Licensed Program.

Licensee may not copy or duplicate any Licensed Program or Documentation, or any portion thereof, except to make one (1) copy thereof solely for backup, archival, and non-production testing purposes. If such a copy is made, the Licensee agrees to reproduce on the copy, the copyright and other proprietary notices provided on the original copy of the Licensed Program and Documentation.

**SCOPE OF RIGHTS.** During the term of this Agreement, Licensee shall have the right to use, compile, install and execute the Licensed Program on the computer(s) and in the installation sites located in the Licensee's Offices or location of the shared HSC "Software Environment" (currently located in the Chicago/Westmont, IL) Data Center or other mutually approved environments (such as "Cloud Services").

Sublicensing or distribution of the Licensed Program is expressly prohibited.

## **GENERAL RESPONSIBILITIES OF LICENSEE AND PRM**

### **LICENSEE**

The HSC shall be fully responsible for selecting an operator who is qualified to operate and transfer the Licensed Program onto the HSC's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. PRM assumes no responsibility under this Agreement for obtaining or providing the hardware or ancillary third-party software required to use the Licensed Program. If an operator seeks assistance other than as expressly provided for herein, PRM shall charge the then-current standard consulting or research billing rates.

Licensee will be responsible for processing all data through the Licensed Program, appending Risk Scores, technical checking and preparing Documentation for peer review.

Licensee shall be fully responsible for any analytical support required to assist Customer's use of the Licensed Program output. PRM technical or professional support outside of the hours of service and/or scope of service specified herein will be billed at PRM's standard technical consulting rates then in effect and subject to scheduling availability of PRM personnel.

### **PRM**

**Training, HCG Processing, and Peer Review.** PRM shall provide up to three hours each year of web-based training, at a mutually convenient time, for the HSC's operators who are primary users of the Licensed Program.

Training, HCG processing support, and peer review will be provided at billing rates discounted using the standard research discount.

Unless otherwise agreed to in writing, PRM assumes no responsibility under this Agreement for converting Licensee Customer's data files for use with the Licensed Program.

## **TERM, PERIODIC REPORTING AND PAYMENT OF FEES.**

**Term.** The term of this Agreement will commence on the Effective Date and will continue thereafter for the Initial Term. After the Initial Term, this Agreement shall be renewed automatically for successive one (1) year terms (the Initial Term and any applicable renewal terms shall be collectively referred to as the "Term"), unless, at least sixty (60) days prior to the renewal period for which it elects not to renew, a party provides written notice of non-renewal to the other party, or either party has terminated this Agreement in accordance with the termination section below.

**Termination.** Either party may terminate this Agreement and the license granted hereunder by giving to the other party written notice of such termination upon the occurrence of any of the following events: (i) the Licensee fails to make payment hereunder when due and such breach is not cured within ten (10) days of written notice thereof; (ii) a party materially breaches or defaults in any of the material terms or conditions of this Agreement and fails to cure such breach or default within thirty (30) days of receipt of written notice thereof. If termination occurs for any reason, then Licensee shall pay PRM for all unpaid fees and other charges accrued hereunder through the effective date of termination.

**Fees.**

- A) License Fee: The fee for the annual license for the first year ("Initial Term") shall be \$70,000. These annual license fees shall be increased by three percent (3%) each year thereafter ("Renewal Term(s)").  
One Time Consulting Project Processing Models: A consultant may contact [holly.moore@milliman.com](mailto:holly.moore@milliman.com) or [kelsie.gosser@milliman.com](mailto:kelsie.gosser@milliman.com) to request a local copy of the Licensed Program for any one time client consulting project and corresponding fees.

**Payment.** Upon receipt of a valid invoice, the Licensee shall submit the fees to PRM Profit Center 27324.

IN WITNESS WHEREOF, the HSC agrees to the terms and conditions contained herein and thereby have caused this Agreement to be executed as of the date first written above.

PRM



Signature

Todd Fessler

Print Name

Chief Revenue Officer, MedInsight

Title

April 29, 2021

Date

HSC



Signature

GREGORY A RAY PMP

Print Name

PRINCIPAL & HEALTH RESEARCH DIRECTOR

Title

4-28-2021

Date

**EXHIBIT A**  
**Licensing Specifications for the HRB**

**1) Identification of the Licensed Program, Specifications and Fees**

**Program:** CMS-HCC Grouper

**Features:** Member-level CMS-HCC risk scores for all eligibility types.

**HRB Fees:**

- \$70,000 for the 2021 Initial Term License Fee
- Annual increase of 3%

**2) Licensed Program Functionality Health Cost Guidelines production:**

CMS-HCCs

**3) Licensed Program Output Files for Health Cost Guidelines production:**

Feature\_info  
HCC\_days  
HCC\_scores  
Member\_demographics  
Member\_months  
Ref\_coefficients  
Log Files

**EXHIBIT B**  
**Support Services**

**Service Description:**

**Technical Support:** The Support Services will include telephone and email support, including Incident entry and review. An "Incident" is any call or electronic inquiry to PRM support department regarding a product question, error message, or configuration issue.

**Service Delivery:** All support services will be provided only to the HRB or the HRB's designated operator "Contact" is defined for these purposes. PRM provides email support and telephonic support.