

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING, dated as of this 1st day of April, 2022 (this "MOU"), is entered into between Milliman PRM Analytics ("PRM") and the New York Atlanta Health Practice of Milliman, Inc., excluding Empire ("NYATL Health") and sets forth the mutual intentions of PRM and NYATL Health relating to content hosting and delivery through Milliman Access Portal ("MAP").

RECITALS

- A. PRM has developed an application, MAP, and desires to make the same available to the licensee for delivery of content to the licensee's client(s); and
- B. NYATL Health has generated content for clients, and would like to deliver this content through a secure web portal.

The terms and conditions that shall apply are described herein.

TERMS

1. PRM will maintain relationships and license agreements with software vendors necessary to deploy and maintain MAP.
2. PRM will maintain the infrastructure necessary to deploy and maintain MAP.
3. PRM will be responsible for monitoring the system status of MAP and taking any necessary actions to ensure system stability and continuity of service.
4. PRM shall be responsible for ensuring MAP meets system availability requirements agreed upon with NYATL Health and its clients, provided that PRM was involved in the negotiation of such requirements.
5. PRM shall retain all intellectual property created through the development of MAP but makes no claims to intellectual property within the content published via MAP by NYATL Health or any other users.
6. PRM will provide user support during regular business hours at map.support@milliman.com. Client-specific support requests will be forwarded to the appropriate contacts for NYATL Health. Regular business hours are Monday through Friday 9am – 4pm ET.
7. PRM will provide regular security and feature enhancements to MAP to maintain and improve the reliability and usability of the application.
8. PRM will provide training and documentation to NYATL Health staff for the purpose of ensuring proper management of NYATL Health clients, content, and users.
9. PRM will provide additional development assistance to NYATL Health when necessary to ensure that content conforms to technical requirements for hosting in MAP. PRM will not incur hours without the prior written approval of NYATL Health.

- 10.** PRM will maintain records of all interactions with the application and content in order to provide a complete history of what was accessed, by whom, and when. This will be made available to NYATL Health upon request.
- 11.** PRM will notify NYATL Health of any scheduled maintenance windows for MAP.
- 12.** PRM shall comply with all Milliman policies and procedures for the processing and storing of client-sensitive information.
- 13.** PRM shall be responsible for ensuring application development and IT infrastructure comply with relevant legal requirements.
 - a. This responsibility shall not extend to activities performed by NYATL Health employees, contractors, or representatives.
- 14.** NYATL Health must include PRM in the completion of security questionnaires from clients of NYATL Health in regards to MAP. No additional costs will be incurred for completion of security questionnaires.
- 15.** NYATL Health must consult PRM regarding any discussion, written or verbal, with clients of NYATL Health which may relate to MAP's security measures or future features.
- 16.** NYATL Health shall notify PRM of any known or suspected security incidents related to MAP.
- 17.** NYATL Health must get approval from PRM on any contractual obligations relating to MAP before entering into the agreement.
- 18.** NYATL Health shall designate at least one person who shall have responsibility to create and administer end user accounts for NYATL Health's hosted content.
- 19.** NYATL Health shall designate at least one person who shall have the responsibility to regularly review the content and users related to NYATL Health via the Client Access Review functionality in MAP.
- 20.** NYATL Health accepts responsibility for the system privileges granted to users by NYATL Health's administrative users.
- 21.** NYATL Health shall designate at least one contact person who shall have responsibility to support user inquiries relating directly to the hosted content.
- 22.** NYATL Health shall designate at least one person to perform publishing of its content with MAP and to receive training to do the same. This person, or persons, shall be responsible for confirming the accuracy and appropriateness of content that is published on behalf of NYATL Health and will be required to attest to this at time of publication.
- 23.** NYATL Health will be invoiced monthly, starting on the date the MOU is signed. Pricing, where not defined explicitly within this section, is based on the pricing structure available on the MAP Support site (<https://mapsales.milliman.com/#pricing>). Annual price adjustments for the following year will be posted by October 31st and go into full effect on the following January 1st. As new content types are made available through future feature enhancements, these prices will be made available on the MAP Support site. Publishing content to MAP for any content type will be viewed as an implicit agreement to the published rates, and will be billed as such.

- a. The monthly subscription to MAP may be canceled at any time. To cancel the subscription, email map.support@milliman.com with a request to terminate along with the date of termination.
 - i. NYATL Health must delete all Clients associated with NYATL Health's profit center in MAP before termination can be completed.
- b. Pricing is segmented by the risk classification of the data being hosted in MAP. These risk segments are based on [Milliman-wide policy](#) and are broken down into Restricted, Confidential, and High-risk. If there are many content items being hosted in MAP with varying levels of risk classification, your profit center in MAP must be in the highest risk classification segment to ensure the proper security of content. If at any time the data being hosted in MAP increases in risk level to a higher security segment, NYATL Health must notify PRM and will be subject to an increased rate in MAP.
 - i. NYATL Health has confirmed that the highest risk classification of data being hosted in MAP falls into High-risk.
 - ii. NYATL Health will re-certify the sensitivity of data on a quarterly basis.
 - iii. NYATL Health will pay \$8k per month as long as they continue to use QlikView within MAP.
 - 1. If NYATL Health's QlikView work, that is not ACOI or BPCI, is terminated or migrated to another technology product or Empire, then NYATL Health will be charged \$6k per month (\$10k for Standard High-risk tier * 60%) if and only if the reporting within MAP is limited to existing NYATL Health Clients (see Exhibit 1 for list of existing NYATL Health clients).
 - 2. Should NYATL Health expand usage of MAP beyond existing NYATL Health Clients, then MAP's pricing structure as listed on the MAP Sales site will be applied as is stated on the MAP Sales site.
 - iv. Empire will pay a one-time fee of \$66k to cover costs of NYATL Health's QlikView usage from April 1st, 2022 through June 30th, 2022. NYATL will not be asked to make any additional payments for April through June 2022 usage.
 - v. There will be no increase in price for MAP usage for 30 months starting July 1st 2022, and ending December 31st, 2025 (unless 23.b.iii.2 is invoked as seen above).
 - 1. The price increase will not take place for 30 months unless NYATL Health were to move out of the Premium tier and into a different MAP tier. If NYATL Health moves into a different tier, then NYATL Health will be charged for the price as seen on the MAP Sales site.

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

PRM Analytics

By: Sarah E Moore
Name: Sarah E Moore
Title: Director, PRM Analytics

New York Atlanta Health Practice

By: Howard Kahn
Name: Howard Kahn
Title: Principal and Consulting Actuary

Exhibit 1 – Existing NYATL Health Clients

The clients that currently exist in NYATL Health are listed below. It is understood that client names may change in the future and will have no effect on future pricing as such.

Profit Center Name	Client Name
NYATL Health	Alex Lee
NYATL Health	Test Client
NYATL Health	State of Arkansas
NYATL Health	BCH ACO - Demo
NYATL Health	BHP Metrowest
NYATL Health	Community Care Cooperative
NYATL Health	Hawaii Pacific Health
NYATL Health	Lahey Clinical Performance Network
NYATL Health	Leri Frizza
NYATL Health	TESTING
NYATL Health	Anthem Episode-Based Payments Program
NYATL Health	EBP Reporting Tool: Contracted Providers
NYATL Health	EBP Reporting Tool: Educational Materials
NYATL Health	EBP Reporting Tool: Pre-Contracting Opportunity