

PRM Analytics

MILLIMAN PRM Analytics™ INTEROFFICE LICENSE TERMS FOR CONSULTANT PROJECTS

These Inter Office License Terms (the “Agreement”) are made as of April 29, 2015 (the “Agreement Date”), by and between the MILLIMAN PRM ANALYTICS product group (“PRM”) and New York Health (the “Consultant” or “NYH”) of Milliman, Inc.

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

DEFINITIONS

The following terms shall have the definitions set forth below:

“Customer” means the end client of Consultant.

“PRM Analytics 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 which may be provided pursuant to the terms of Exhibit B.

“Support Services” means the technical support and related services provided by PRM for the PRM Analytics Software, 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 Consultant

INTER OFFICE LICENSE. PRM hereby grants to Consultant 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 use the Licensed Program and Documentation solely as set forth in Exhibit A. This License shall be limited to use of the Licensed Program and Documentation by Consultant.

This Inter Office License Agreement sets forth the entirety of Consultant’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, Consultant 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 person or entity to use or have access to any Licensed Program or Documentation (whether by sublicensing, reselling, distributing, or marketing the Licensed Program or Documentation, by using the Licensed Program or Documentation for third PRM training, support, maintenance or service bureau use, or by any other means) without the express prior written approval of PRM, except for employees of Consultant 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 Consultant under this Agreement. The License 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 Consultant or Consultant’s Customer.

Consultant 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, Consultant agrees not to cause or permit the disassembly, decompilation, or reverse engineering of any Licensed Program. Under no circumstances will Consultant unlock, decompile, reverse engineer, or attempt to unlock, decompile or reverse engineer, the codes of the Licensed Program.

Consultant 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. Consultant agrees to reproduce

PRM Analytics

on each End-User reports or views, where the output of the Licensed Program may be integrated or appear, 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, Consultant shall have the right to Use, compile, install and execute the Licensed Program as set forth in Exhibit A.

Sublicensing or distribution of the Licensed Program is expressly prohibited.

GENERAL RESPONSIBILITIES OF Milliman Consultant

Consultant shall be fully responsible for any analytical support required to assist Customer's use of the Licensed Program output.

OTHER. Unless otherwise agreed to in writing, PRM assumes no responsibility under this Agreement for converting Consultant's Customer's data files for use with the Licensed Program. Consultant agrees that it shall not distribute, sell or otherwise deliver to any third party (including its clients) any version of the Licensed Program other than in machine readable form or as output from the Licensed Program. Consultant shall have full responsibility for any misstatement as the number of IDNO as to which the Licensed Program is being used by it either directly or as an Application Service Provider.

PAYMENT OF FEES.

Consultant shall, upon receipt of payment from Customer remit PRM's portion of such payment as set forth in Exhibit A to PRM Profit Center SG 27321.

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

Consultant

Signature

Print Name

Date

Kate Fitch

Kate Fitch

5/11/15

PRM Analytics

Exhibit A

Milliman PRM Analytics™ Fees for NYH

Year 1 Quarterly Fees per ACO CCLF data files processed - due on payment from client: **\$3,250**

Year 2 Quarterly Fees per ACO CCLF data files processed – due on payment from client: **\$2,500**

Changer Order Fees: Milliman will provide estimates for change orders on a time and expense incurred basis. Change orders require NYH approval before work commences.

PRM Standard Services	Description
Initial NYH & Customer Setup	Setup of secure data transfer protocols for extraction of claims data from NYH's administrative systems for their customers CCLF data files. Initial onboarding of CCLF data files. Additional data sets can be added as a change order.
Monthly Production of Data Mart and Analytics	Monthly intake of CCLF data files. Monthly audit of data files, provide error or data corruption reports to NYH for NYH to work with Customer to correct any errors. Processing of data in accordance with Exhibit B. Produce SAS output data tables in a convenient format for NYH to load into Excel reports.

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

Milliman, Inc.

Attention of: Arthur L. Wilmes, FSA, MAAA

Street Address: 111 Monument Circle; Suite 601

City: Indianapolis, IN 46204

Customer:

Attention of: *Kate Fitch*

Street Address: *1 Penn Plaza 38th Floor*

City: *NY, NY 10119*

PRM Analytics

Exhibit B

Statement of Work

PRM agrees to complete the following work on behalf of NYH:

- (1) Manage the Secure FTP site, login, and passwords for data transfer and temporary storage for each Premier ACO under contract to receive a comparator report.
- (2) Receive and process CMS data files, for each ACO, for generation of comparator reports using our PRM Analytics platform.
 - a. This will include receiving an initial load of CMS data, and monthly and quarterly updates of this data. CMS data files will be received exactly as they were produced by CMS, without any modification.
 - b. Data will be managed according to Milliman HIPAA policies
 - c. Milliman will produce a report each month outlining any Premier ACO that has not correctly uploaded its data. NYH will be responsible for using this report to work with Premier ACO's to make sure their data is loaded correctly and in a timely fashion.

Initial Data Files to be received from Premier ACO's

Files/Reports	7/1/12 Start	1/1/13 Start	1/1/14 Start	1/1/15 Start
CCLF monthly files*	2012, 2013, 2014 and 2015 to date	2012, 2013, 2014 and 2015 to date	2013, 2014 and 2015 to date	2014 and 2015 to date
Annual assignment files	2013, 2014	2013, 2014	2014	
Quarterly assignment files	2015 Q1 if available	2015 Q1 if available	2015 Q1 if available	2015 Q1 if available
Aggregate Expenditure/Utilization (E/U) Report	2013, 2014	2013, 2014	2014	
Quarterly E/U Report	2015 Q1 if available	2015 Q1 if available	2015 Q1 if available	2015 Q1 if available
2013 Final reconciliation report	x	x		

*Include all 9 standard files and the CCLF0 reconciliation file

Subsequent Monthly and Quarterly Data Files to be received from Premier ACO's

Files/Reports	7/1/12 Start	1/1/13 Start	1/1/14 Start	1/1/15 Start
CCLF monthly files*	x	x	x	x
Quarterly assignment files	x	x	x	x
Quarterly E/U Report	x	x	x	x

*Include all 9 standard files and the CCLF0 reconciliation file

- (3) Produce all calculations required to populate the reports specified in Exhibit C: Core PACT Reports. PRM will provide these calculations in a SAS dataset format that can be conveniently loaded into Excel spreadsheets.
 - a. Changes to Exhibit C, after the initial delivery of reports in June 2015, must be agreed to in writing and will be prioritized according to PRM capacity, and billed time and materials.

PRM Analytics

- i. PRM maintains a bug-tracking system and will fix any documented errors in the report as part of normal ongoing operations. NYH will be given access to the bug-tracking system and can file issues for triage by the PRM team. A formal change-request is not required for anything where both NYH and PRM agree that it is an actual error. Errors will be prioritized and fixed either immediately, if the issue prevents the report from being utilized by a Premier ACO, or by the next release of reports for less serious issues.
- b. PRM uses version control software (GITHUB) to track all software development in support of the Core PACT reports. For the initial delivery of Core PACT reports, NYH will be given web-based access to our version control software to do any review of our software that might be required for their peer review process. PRM itself is a Milliman product whose software development processes already meet stringent peer review requirements, so it is up to NYH how much additional review they want to do. Any issues discovered during review will be tracked to completion in the version control system issues log, which NYH will be able to access.
- c. PRM will not generate the actual Excel spreadsheets themselves. NYH will receive SAS dataset outputs of the PRM process and be responsible for generating the Excel reports and delivering them to customers.
- d. PRM will produce these calculations on a quarterly basis for NYH. PRM and NYH will agree on a cutoff date for each quarter where no further data submissions will be processed for a given set of reports. This is necessary to allow enough processing time for timely delivery of the reports. PRM and NYH will also agree on a delivery date each quarter of the output of the PRM process to NYH. NYH will manage internally their own process for generation of the Excel reports from the PRM outputs.
- e. PRM will produce the calculation for each ACO as the data is received and will distribute back to NYH the SAS output as each ACO is processed. It will be up to NYH to aggregate all of the individual ACO output files to create the comparator report.