

# MILLIMAN PRM Analytics™

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of February 11, 2015 (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 American Health Network of Ohio PC on behalf of itself and its affiliates, including the ACO Parties (as defined below) ("Customer"), located at 10689 N Pennsylvania St, #200, Indianapolis, IN 46280. In consideration of the promises and agreements set forth below, Milliman and Customer agree as follows:

### 1. SERVICES

**1.1. License Grant.** Subject to the terms and conditions of this Agreement, 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 their 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 C of this Agreement (collectively, the Product and additional services described herein shall be referred to as the "Services"). Customer is an accountable care organization ("ACO"), and the services provided by Milliman under this Agreement will be used by the ACO, the participants in the ACO, persons providing management services to the ACO and various affiliates of such ACO, participants and management services personnel (collectively, the "ACO Parties") to help support the ACO. Subject to the terms and conditions of this Agreement, Milliman hereby grants to Customer and the ACO Parties a limited, non-transferable, non-sub licensable, non-exclusive right and license to use the output from the Care Coordinator Reports (as defined in Exhibit B) ("Output") for their internal business purposes, with such license to use the Output continuing in perpetuity. In addition, subject to the terms and conditions of this Agreement, Milliman hereby grants to Customer and the ACO Parties a limited, non-transferable, non-sub licensable, non-exclusive right and license to use the Physician Dashboard and Physician Performance Reports (all as defined in Exhibit B) ("Dashboard and Reports") for their internal business purposes, with such license to use the Dashboard and Reports continuing in perpetuity. Customer acknowledges and agrees that the provision of the Output to ACO Parties shall be in compliance with all applicable laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"), and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") enacted as part of the American Recovery and Reinvestment Act of 2009 (collectively, HIPAA, the Privacy Rule, Security Rule and HITECH shall be referred to herein as the "HIPAA Regulations").

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

- 1.3. **Customer's Use of the Product, Output, Dashboard and Reports.** Customer agrees the Product and, when applicable, the Output, Dashboard and Reports, shall be used solely: (i) for Customer's and/or ACO Parties' internal business purposes in connection with Milliman's performance of the Product and (ii) in accordance with the documentation and policies for the Product, Output, Dashboard and Reports, (if any) established by Milliman from time to time and furnished by Milliman to Customer. Customer agrees that Customer and/or ACO Parties will not provide access to any portion of the Product, Output, Dashboard and Reports to any person or entity other than its or their employees or agents, or otherwise use the Product, Output, Dashboard and Reports except as expressly permitted by this Agreement. Customer may permit access to the Product to third party contractors provided that: (a) Customer shall ensure that all such contractors' use and access to the Product is in compliance with the terms of this Agreement; (b) all contractors shall be under a written confidentiality agreement with Customer that would protect Milliman's rights in the Product; and (c) Customer shall be and remain liable for any breach of the terms of this Agreement by its contractors.
- 1.4. **Customer's Use of the Output, Dashboard and Reports with Third Parties.** The Output, Dashboard and Reports are prepared solely for the internal business use of Customer and ACO Parties. The Output, Dashboard and Reports may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of the Output, Dashboard and Reports, even if Milliman consents to the release of the Output, Dashboard and Reports to such third party. Milliman does not intend to benefit and assumes no duty or liability to any third parties who receive the Output, Dashboard and Reports and may include disclaimer language on its Output, Dashboard and Reports so stating. Customer and ACO Parties agree not to remove any such disclaimer language from Output, Dashboard and Reports. Notwithstanding the foregoing, if Customer wishes to use the Output, Dashboard and Reports for the purpose of preparing communications to third parties (including excerpting, summarizing or referring to the Output, Dashboard and Reports) Customer may do so upon Milliman's approval of such excerpts, summaries or references, as described in this Section 1.4. Milliman shall review a sample summary or excerpt and once Milliman has provided written approval for such a sample (with such approval not to be unreasonably withheld, conditioned or delayed), Customer shall not be required to obtain prior written approval for other excerpts or summaries unless such excerpt or summary is not consistent with the sample provided. For every other instance of disclosure by Customer under this paragraph, such disclosure shall not include any verbal or written attribution to Milliman during the term of this Agreement or at any time thereafter, unless and until Milliman has reviewed such intended disclosure and has provided written notification of Milliman's acceptance of such disclosure. Milliman does not intend to benefit any third party recipient of its work, including any excerpts thereto. Customer acknowledges and agrees that the provision of the Output to any third party shall be in compliance with all applicable laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"), and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") enacted as part of the American Recovery and Reinvestment Act of 2009 (collectively, HIPAA, the Privacy Rule, Security Rule and HITECH shall be referred to herein as the "HIPAA Regulations").
- 1.5. **Ownership.** Milliman 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 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 and shall ensure that ACO Parties, except as provided hereunder, do not use, reproduce, distribute, sublicense, broadcast, or commercially exploit any Output or Dashboards and Reports derived from the Milliman Property.

- 1.6. **License Period.** Subject to the terms and conditions of this Agreement, during the License Term, Milliman will provide a license to the Product in accordance with the product description described in Exhibit B, as necessary to allow Customer to access the Product. 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").

## 2. CUSTOMER DATA

- 2.1. **Milliman's Right to Use.** Customer hereby authorizes Milliman to use in the course of performing its obligations under this Agreement 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"). 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) Milliman will not be responsible for the underlying accuracy of the data provided by and/or obtained from the ACO Parties, CMS and other third parties. This Agreement does not grant Milliman any other rights to the Customer Data, including rights to de-identify and aggregate such Customer Data and to use such de-identified and aggregated data for its own purposes. Customer retains any and all of its rights in and to the Customer Data, and nothing in this Agreement shall prohibit Customer from using or distributing Customer Data in accordance with applicable law.

## 3. FEES AND PAYMENT TERMS

- 3.1. **Fees.** Customer hereby agrees to pay Milliman for the 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 fees hereunder (or is otherwise in breach of this Agreement), then 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.
- 3.2. **Taxes.** In addition to the fees described in this Agreement, Customer shall pay (or, at Milliman's election, reimburse Milliman) for all taxes and assessments due in connection with this Agreement, including any penalties resulting from the failure to pay the same, but excluding taxes based on Milliman's net income or its authority to do business within a given jurisdiction. Notwithstanding the above, Customer shall have no obligation to pay or reimburse penalties from failure to pay to the extent Milliman failed to make commercially reasonable efforts to notify Customer of the underlying taxes and assessments that resulted in the penalty.

#### 4. WARRANTIES AND LIMITATIONS

- 4.1. **Product Warranty.** Milliman warrants that, during the term of this Agreement, (i) the Product shall maintain the integrity of the data that Milliman obtains from ACO Parties, the Center for Medicare and Medicaid Services (CMS) and/or other third parties; (ii) any data extraction performed by or on behalf of Milliman shall be performed in a professional manner, consistent with the quality of performance for similarly situated Customers and in accordance with generally accepted industry standards; and (iii) the Product shall materially conform to the specifications set forth herein. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be Milliman's (i) repayment of any fees paid for the period of the breach and (ii) correction, within a reasonable period of time, of any errors found not to be in compliance with such warranty.
- 4.2. **Limitation of Warranty.** The express warranties set forth in this Section 4 are the sole warranties provided by Milliman hereunder. Except as otherwise provided in this Agreement, Milliman has no responsibility or liability regarding any information provided by or on behalf of Customer, any action taken by or on behalf of Customer, or any computer equipment used by Customer in connection with the Product, or for any actions or incidents that impact access to or use of the Product that are beyond the control of Milliman. 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.
- 4.3. **Limitation of Liability.** 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 LESSER OF FIVE HUNDRED THOUSAND DOLLARS OR THE AMOUNT OF ALL FEES CHARGED HEREUNDER WHICH WERE ACTUALLY PAID TO MILLIMAN BY CUSTOMER IN THE LICENSE PERIOD PRECEDING THE TIME THAT THE CLAIM AROSE; PROVIDED, HOWEVER, THAT NEITHER PARTY HERETO NOR ITS AGENTS SHALL BE LIABLE FOR 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 indemnification, confidentiality, or payment obligations set forth in the Agreement, a violation of Milliman's intellectual property rights, or actual damages incurred by a party hereto as a direct result of any criminal or fraudulent acts of the other party or its agents. 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.
- 4.4. **Disclaimer.** THE PRODUCT IS NOT A CLINICAL TOOL AND DOES NOT CONSTITUTE GUIDANCE FOR THE PRACTICE OF MEDICINE. 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, 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 (1) alleging that the Product, as provided by Milliman and used in accordance with the terms of the Agreement, infringes upon any United States patent, copyright, trademark, trade secret, or other proprietary right of such third party, subject to the terms of this Agreement, or (2) arising from any third-party claim brought against such indemnified party related to Milliman's gross negligence or willful misconduct. Notwithstanding the above, Milliman shall have no liability for any claim to the extent resulting from: (i) the alteration or modification of any Milliman Property without Milliman's prior written approval; (ii) use of the Product in conjunction with any item not provided 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) any third-party software, hardware, or service forming the basis of such infringement.

**5.2. By Customer.** Customer agrees to indemnify and hold Milliman, its officers, directors, agents and employees, harmless from and against all loss, damages, liability, and Expense, with respect to the provision of the Product and Services described herein where such loss, damages, liability or Expense was incurred by reason of any claims, actions, suits or governmental investigations or proceedings, brought by any third party against or involving Milliman, its officers, directors, agents and employees, which relate to or arise out of the provision of the Product or Services as described herein by Milliman to the Company; provided, however, that the Customer shall not be required to indemnify Milliman, its officers, directors, agents and employees, for any loss, damages, liability, and/or Expense arising from any third-party claim to the extent (1) alleging that the Product, as provided by Milliman and used in accordance with the terms of the Agreement, infringes upon any United States patent, copyright, trademark, trade secret, or other proprietary right of such third party, subject to the terms of this Agreement, or (2) brought against such indemnified party related to Milliman's gross negligence, willful misconduct or breach of this Agreement.

For purposes of this paragraph, "Expense" shall include: all legal expenses incurred by Milliman in the investigation, defense or settlement of any claim, action, suit or proceeding, and all other reasonable costs and expenses, including the services of Milliman based on normal hourly rates, together with its out-of-pocket expenses, incurred in the investigation, defense or settlement of same.

**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; provided that any settlement (excluding conditions requiring Customer to cease use of the Product because of intellectual property infringement) is subject to the consent of the indemnified party, not to be unreasonably withheld, conditioned or delayed. 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 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, Output (excluding Customer Data), Dashboard and Reports (excluding Customer Data), Milliman pricing, and Milliman product information (as Milliman Confidential Information). However, 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 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.
- 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 allowed hereunder, 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 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, 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 (during which time the Customer and ACO Parties shall be granted the limited license set forth in Section 1.5 of this Agreement) shall commence as of the Effective Date of this agreement and continue through December 31, 2017 (the "License Term"), unless sooner terminated by delivery of written notice upon any nonpayment of 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. Customer may terminate this Agreement for legitimate business reasons, such as exiting the Medicare Shared Savings Program, at any time after the first anniversary of the Effective Date by providing not less than sixty (60) days prior written notice.

- 7.2. **Duties upon Termination.** Upon termination of this Agreement: (i) Customer shall immediately pay Milliman for all 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 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 and any business associate agreements to which Milliman is a party. 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 of this Agreement shall survive the termination of this Agreement.

## 8. MISCELLANEOUS

- 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. 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 hereunder.
- 8.5. **Excused Performance.** Neither party shall be liable for any delay or failure to perform due to causes or events beyond such party's reasonable control.
- 8.6. **Entire Agreement/Amendments.** This Agreement, together with the Exhibits thereto and any applicable business associate agreements, 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 Indiana law, without regard to conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. For claims of less than \$250,000, the arbitration shall take place before one (1) arbitrator. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator, and the arbitration shall take place before such third arbitrator. For claims of \$250,000 or larger, the arbitration shall take place before a panel of three (3) arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. In either case, the arbitrator(s) shall have a background in either insurance, actuarial science or law. The arbitrator(s) shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrator(s) shall have no power or authority to award punitive or exemplary Damages. The arbitrator(s) may, in his or her discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

MILLIMAN, INC.

By Art Williams ELECTRONIC SIGNATURE

Title Principal and Consulting Actuary

Date February 11, 2015

CUSTOMER

By B M Perina

Title President + CEO

Date 2/12/2015



**Exhibit A**

**Milliman PRM Analytics™ Fees for**

**American Health Network of Ohio PC's Medicare Population**

<b>Description</b>	<b>Fee</b>
<b>Annual License Fee</b>	\$6,000 per year, payable on the Effective Date and each annual anniversary of the Effective Date.
<b>Monthly Data Warehousing Fee</b>	\$5,000 for February 2015. \$2,500 per month thereafter.
<b>Monthly Fee Per Assigned Patient</b>	\$0.80 per Assigned Patient for February 2015. \$0.40 per Assigned Patient per month thereafter. Assigned Patient counts are the total assigned beneficiary person-years per the most recently available quarterly Aggregate Expenditure/Utilization Report from CMS.
<b>Annual Fee Per Seat License of Milliman PRM™ Analytics Secure Hosted Web Application</b>	\$1,500 per year per Seat License in excess of 15 Seat Licenses, payable the month following the addition of such Seat Licenses. For example, the 15 Seat Licenses in the base contract allow for 15 concurrent Authorized Users to access the Milliman PRM Analytics Secure Hosted Web Application.
<b>Set Up Fee for non-standard datasets (non-standard data set is any dataset not in standard CCL format).</b>	\$5,000 per unique dataset. There is no charge for datasets from NextGen.
<b>Change Order Fees</b>	Milliman will provide estimates for change orders on a time and expense incurred basis. Change orders require Customer's written approval before work commences.

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

Milliman:  
Milliman, Inc.  
111 Monument Circle, Suite 601  
Indianapolis, IN 46204

Attention of: Art Wilmes

Customer:  
American Health Network of Ohio PC  
c/o American Health Network of Indiana,  
LLC  
10689 N. Pennsylvania St., Suite 200  
Indianapolis, IN 46280  
Attention of: General Counsel

## **Exhibit B**

### **Milliman PRM Analytics™ Product Scope for**

#### **American Health Network of Ohio PC's Medicare Population**

- I. Definitions.** For the purposes of this Agreement, the following definitions shall apply in addition to those terms already defined in the Agreement:

"Condition" means a disease, illness or health issue for which tracking, documentation or intervention is desired.

"Content" means any content or other material Customer supplies, posts or otherwise makes available to Users via or through the Product.

"EDI" means electronic data interchange.

- II. Product Scope.** The Product shall include:

**A. Milliman PRM Analytics Care Coordinator Reports.**

- 1. Description.** The Care Coordinator Reports 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.
- 2. Components of the Care Coordinator Reports**
  - a. 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.
  - b. 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 more detailed information using the functionality and information included in the Population Report.
  - c. 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.
  - d. 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.

- 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.
3. **Access.** The Care Coordinator Reports are available to users authorized by Customer via a secure hosted web application. In addition, the information included in the Population Report is provided to Customer in an Excel format via a secure connection.
4. **Frequency.** The Care Coordinator Reports are produced monthly during the term of this lease after receipt of clean data from Customer. Reports will be provided no later than eight (8) business days after receipt of clean data from Customer.
5. **Training.** Hands-on user training sessions of approximately 3-4 hours duration are available upon request and will be handled as a change order.

**B. Milliman PRM Analytics Physician Dashboard.**

1. **Description.** The Physician Dashboard allows a physician to review his/her performance across various expenditure and utilization metrics over time, versus peers (practice level and organization level), and versus targets provided by Customer. There are two overview pages in the report, one for non-ESRD patients and one for ESRD patients. The overview pages provide high-level expenditure and utilization information for major service categories and key metrics. Additional pages in the report provide expenditure, utilization, and condition information for services, including inpatient facility, skilled nursing facility, emergency room, outpatient facility, PCP and specialist, home health, hospice, and durable medical equipment. A high-level view of the physician's patient population and definition/reference information are also included in the report.
2. **Access.** The Physician Dashboards are emailed in .pdf format to each physician and others, as directed by Customer.
3. **Frequency.** The Physician Dashboards are produced quarterly during the term of this lease after receipt of clean data from Customer. Dashboards will be provided no later than fifteen (15) business days after receipt of clean data from Customer.
4. **Training.** One training session of approximately two hours duration will be provided to a physician and ACO leadership team (to be identified by Customer) at the time the initial reports are provided. The initial training session will be recorded, and Customer and/or ACO Parties may use the recording freely, and at no additional charge, to train additional personnel. Additional training sessions are available upon request and will be handled as a change order.

**C. Milliman PRM Analytics Physician Performance Report.**

1. **Description.** The Physician Performance Report provides key expenditure and utilization metrics by physician, representing each physician's assigned patients. The metrics are presented on both an unadjusted and risk and credibility-adjusted basis, which allow for more appropriate comparisons of performance between physicians. Various summaries and

definition/reference information are also included in the report.

2. **Access.** The Physician Performance Report is emailed in Excel format to Customer.
3. **Frequency.** The Physician Performance Report is produced quarterly during the term of this lease after receipt of clean data from Customer. Reports will be provided no later than ten (10) business days after receipt of clean data from Customer.
4. **Training.** Training sessions are available upon request and will be handled as a change order.

## **Exhibit C**

### **Milliman PRM Analytics™ Operations Support Services for Secure Hosted Web Application**

- I. Authorized User Registration and Approval for the Product.** Prior to Customer accessing the Product, Milliman shall:
- A. Perform the credentialing for Customer;
  - B. Provision Customer for access to the Product; and
  - C. Obtain any third party consents required in order for Customer to access the Product.
- II. Operations Support Processes.** The following are the roles and responsibilities for Milliman to support the Product in its use.
- A. Milliman Responsibilities**
- 1. Milliman will take the initial inquiry, do the preliminary triage, ticket creation and tracking.
  - 2. Milliman Help Desk and Support Hours. To contact the Help Desk, Customer shall send an email to [hcintel.support@milliman.com](mailto:hcintel.support@milliman.com). This Milliman Help Desk support is available in English. The Milliman "Help Desk" will maintain the following hours of operation:
    - a. 08:00 - 17:00 EST/EDT
    - b. Monday – Friday, Business Days, excluding Milliman holidays.
  - 3. Milliman will provide resolution to all incident tickets in the ticketing tool. Milliman will provide an incident report within 5 business days of an outage.
  - 4. Milliman will communicate the resolution of all issues with the Customer.
  - 5. Milliman is responsible for any data remediation issues.
- B. Service Levels**
- 1. **Support Process Resolution Timing.** Expected resolution time for incidents is described below. The service level metric for all parties for the support process resolution timing is 95%, i.e. the responses described in the table below must be met a minimum of 95% of the time.

Severity Level	Description	Hours of Support	Response to User	Incident Recovery
1	General system failure – the Milliman system is not available to users. Failed components are limited to hosting facility firewall, networking/routers serving hosting platform and the hosting platform. Network issues related to internet problems (worms/viruses) and client networks are not covered.	24x7x365	All users will be notified of system outage as soon as discovered. Instructions on system availability will be provided within the recovery period.	System recovery or stand-in system available within 12 hours.
2	The respective business functionality within the Product does not function properly. The business functionality is significantly impaired such that key business processes cannot be conducted and no known workaround is currently available.	08:00 - 17:00 EST/EDT Business Days	4 hours	The issue reported will be evaluated to determine the risk of system changes to the user base. In the situation where changes are deemed “safe” to the user base – the turnaround time is 3 business days. Otherwise the client/user is informed of the situation along with the planned update of the system.
3	The respective business functionality within the Product is functioning, but specific User(s) are affected and cannot conduct work as needed.	08:00 - 17:00 EST/EDT Business Days	8 hours	The issue reported will be evaluated to determine the risk of system changes to the user base. In the situation where changes are deemed “safe” to the user base – the turnaround time is 3 business days. Otherwise the client/user is informed of the situation along with the planned update of the system.

“Business Days” are defined as weekdays, Monday through Friday, excluding Milliman holidays.

## 2. Service Levels for Availability

Component	Monthly % Availability Targets
Product	99.0%

These Service Levels are applicable to the Milliman Service End Users using production systems only. These Service Levels do not apply to other environments. These Service Levels for Availability do not include the Maintenance and Support windows agreed upon in Section III, below.

## 3. Service Levels for Authorized Onboarding

Description	Hours of Support	Initial Response	Completion Target
Onboarding is the process of providing registration, credentialing (if applicable) and provisioning services for an End Authorized User (as defined below) to receive authorized access to the Milliman Product	08:00 - 17:00 EST/EDT Business Days	3 hours The responsible party will make commercially reasonable efforts to initiate the onboarding process during normal business hours	2 Business Days

**III. General Maintenance and Support.** Milliman has established a normal weekly maintenance window, which is described as follows:

- A. Saturdays from 06:00 AM EST/EDT to 12:00 PM (noon) EST/EDT.
- B. Milliman will display a message on the landing page for the Authorized User when the Milliman Product cannot be reached due to maintenance.
- C. In the event of major system upgrades longer maintenance windows will be scheduled using the following criteria:
  1. Scheduled for a Saturday or Sunday;
  2. Clients/users will be provided a minimum of two weeks notice; and
  3. Clients have the right to request a maintenance window to be rescheduled due to possible impacts on the client's work.

IV. **Security Audits.** Milliman will perform the appropriate application reviews and audits as required by industry practice.

V. **Disaster Recovery.** Milliman shall have a disaster recovery plan and the ability to execute this plan to full recovery in a period of twelve (12) hours. Also, each vendor/site shall have a published test schedule and test results for disaster recovery on an annual basis.