

Memorandum of Understanding

This Memorandum of Understanding (MOU), dated as of this _25 day of January, 2021, is entered into between Milliman PRM Analytics ("PRM") and Indianapolis Health ("IndyHealth") and sets forth the mutual intentions of PRM and IndyHealth relating to the design, development, and support of a solution suitable to deliver Shiny content to external clients in a HITRUST compatible manner.

RECITALS

- A. PRM has the knowledge, experience and capacity to perform the task of designing and developing a HITRUST compatible Shiny delivery solution; and
- B. IndyHealth has a client base, existing Shiny based solutions and the interest and ability to develop new Shiny based solutions.

The terms and conditions that shall apply are described herein.

TERMS

1. PRM will be responsible for gathering business and technical requirements of the Shiny delivery solution.
2. PRM will provide the engineering to develop a HITRUST compatible Shiny delivery solution, with the current intention to utilize Milliman Access Portal as part of the solution.
3. PRM will provide security professionals to help ensure the design and implementation of any solution are HITRUST compatible and assist with designing all necessary ongoing auditing and reporting workflows.
4. PRM will ensure that IndyHealth content developers are empowered to create compatible Shiny content (e.g. likely work with IndyIT to make docker client software available on IndyHealth workstations).
5. PRM will work with IndyHealth to design a solution with acceptable ongoing costs (e.g. PRM will work with IndyHealth to determine an acceptable balance of "cold start delays")
6. IndyHealth will be responsible for regularly engaging with PRM designers, engineers and product management professionals during all phases of this software development lifecycle.
7. IndyHealth will be responsible for designing and implementing the Shiny content. IndyHealth will implement any required nuances for this hosting solution (e.g. possibly taking more control of explicitly stating R package dependencies in a dockerfile.)

Cost Structure

- The below cost structure will apply if the solution utilizes Milliman Access Portal. If it is determined that MAP is not an appropriate part of the solution, then this cost structure will need to be renegotiated.
- PRM will charge IndyHealth \$100/hour for all staff time spent designing, building and implementing this solution.
- PRM will retain ownership of the Shiny hosting solution; IndyHealth will retain ownership of any report/content developed in Shiny.
- Once in production, the costs to IndyHealth are anticipated to be the sum of the following (this could well change if the anticipated design of the solution needs to change):
 - Base Milliman Access Portal user fees: <http://mapsales.milliman.com/#pricing>
 - Actual Azure expenses for running the Shiny content in containers, plus an additional 20% surcharge.
 - The 20% surcharge will be waived for IndyHealth for the first year of production.

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

PRM / MedInsight

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Title: Principal

Indianapolis Health

By: E. Anne Jackson

Name: E. Anne Jackson, FSA, MAAA

Title: Principal