MILLIMAN PRM Analytics™
LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of May 18 , 2016 (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 Cascade Health Alliance, LLC. ("Customer"), located at 2909 Daggett Avenue, Suite 225, Klamath Falls, OR 97601. In consideration of the promises and agreements set forth below, Milliman and Customer agree as follows:

1. SERVICES

1.1. <u>License Grant.</u> 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 its 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 B of this Agreement (collectively, the Product and additional services described herein shall be referred to as the "Services").

1.2. <u>Implementation and Training Services.</u> Milliman will implement and configure the Services and will provide training to Customer in accordance with the scope set forth in Exhibit B.

Acceptance. After completion of end-user training, receipt of deliverables identified in Exhibit B, and review by Customer, Customer shall notify Milliman whether to accept (the "Acceptance" or "Acceptance Date") or reject the Product in accordance with the Acceptance Criteria.

Acceptance Criteria. Customer shall have the right to reject the Product if it fails to perform in accordance with the following:

1.2.1. the Product shall substantially operate in compliance with the documentation to which Customer has licensed access – the User Guides;

1.2.2. the Product shall be free of any Material Defects (defined as a defect which would prevent any of the Product features as described in Product Scope of Exhibit B from operating as set forth therein and which would result in the inability in a material way of Customer to support its business or operations as contemplated by this Agreement and the agreement between Customer and Customer);

1.2.3. Customer users shall have access and ability to run reports, and extract outputs from the Product in a production environment; and

1.2.4. the reports, scores and outputs produced by the Product shall be based on Customer data.

1.3. <u>Customer's Use of the Product</u>. Customer agrees to use the Product solely: (i) for Customer's internal business purposes in connection with Milliman's performance of the Product and (ii) in accordance with the documentation and policies for the Product established by Milliman from time to time and furnished by Milliman to Customer. Customer will not provide access to any portion of the Product to any person or entity other than its employees or agents, or otherwise use the Product, 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 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 similar to the terms of this Agreement; and (c) Customer shall be and remain liable for any breach of the terms of this Agreement by its contractors.

1.4. **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.

1.5. **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 Services description described in Exhibit B, solely as necessary to allow Customer to access the Product. System Access Start Date, defined as access for designated authorized Customer users to the Product, will commence on the day of on-site training as described in Exhibit B, and run through the end of calendar month of the contract term then in force. By example, if on-site training is 4/15/2015 for a one year (twelve month) contract term, access would terminate on 4/30/2016. 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").

1.6. **Professional Services.** Upon mutual agreement of the parties, Milliman may provide professional services as set forth in Exhibit A, and additional professional services not encompassed by Exhibits A, B or C for Customer as set forth in a mutually executed Statement of Work ("SOW"), collectively referred to herein as the "Professional Services." Such Professional Services will be performed in accordance with the terms of this Agreement. The SOW shall set forth in detail the services to be performed and deliverables to be provided, along with the compensation for such services and deliverables, and any other details that the parties shall deem pertinent. Any deliverables provided in accordance with such Professional Services ("Deliverables") are prepared solely for the internal business use of Customer. Deliverables may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its Deliverables, even if Milliman consents to the release of Deliverables to such third party.

2. CUSTOMER DATA

2.1. **Milliman's Right to Use**. Customer hereby authorizes Milliman to use 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) the Customer Data is valid and accurate in all material respects. In addition, Customer grants

Milliman the right to de-identify and aggregate Customer Data and to use such de-identified and aggregated data ("Pooled Customer Data") for its own internal research purposes, provided that such data is never re-identified or associated with Customer, is used only for research with the sole purpose of improving the quality of the Product, and is never sold to external customers or otherwise marketed as a source of de-identified data.

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.

4. WARRANTIES AND LIMITATIONS

4.1. Product Warranty. Milliman warrants that, during the term of this Agreement, the Product shall materially conform to the specifications set forth herein, and any Professional Services provided hereunder will be performed in a professional manner consistent with the quality of performance for similarly situated Customers and in accordance with generally accepted industry standards. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be Milliman's use of diligent and reasonable efforts to correct, within a reasonable period of time given the circumstances, 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. 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 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 DAMAGES RESULTING FROM LOSS OF ACCESS TO SERVICES, PROFIT, BUSINESS, REVENUE, OR GOODWILL, OR 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 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. Notwithstanding the above, Milliman shall have no liability for any claim which: (i) pertains to any Milliman Property that has been altered or modified without Milliman's prior written approval; (ii) is based on 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) identifies any third-party software, hardware, or service as forming the basis of such infringement.

5.2. **By Customer**. Customer shall, at its expense, defend, indemnify, and hold harmless Milliman and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party related to Customer's misuse of the Product.

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. 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. <u>General</u>. 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, 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. <u>ID Codes and Passwords</u>. 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. <u>Publicity</u>. 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 relating to the Product, unless the prior written consent of the other party has been obtained, provided, however, that Milliman may use Customer's name and logo in promotional materials or press releases for the limited purpose of identifying Customer as a customer of the Product.

7. TERM AND TERMINATION; DUTIES UPON TERMINATION

7.1. <u>Term and Termination</u>. The Term of this Agreement (during which time the Customer 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 for a term of three

years from the Effective Date (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.

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. 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. Notices also may be sent by facsimile or email transmission, which shall be deemed received when transmitted if a document is electronically generated by the transmitting machine confirming that the transmission was received, and the recipient sends a responsive email confirming 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, 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. The arbitration shall take place before a panel of three 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. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators 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 arbitrators shall have no power or authority to award punitive or exemplary Damages. The arbitrators may, in their 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 Wilmes_

Title _Principal and Consulting Actuary_

Date _May 19, 2016_

CUSTOMER

By _Tayo Akins_

Title _CEO_

Date _5/18/2016_

Contract Effective Date:	May 18, 2016

PRM Analytics

Exhibit A - Milliman PRM Analytics™ Fees for Cascade Health Alliance, LLC

PRM Standard Services – Software as a Service (SaaS) Offering

Milliman will provide a 120 (one-hundred and twenty) day Evaluation Period with 2 (two) data loads and 5 (five) seat licenses for which Milliman will invoice Customer $2,000. Payment is due to Milliman upon execution of this SOW. The Evaluation Term shall commence June 15, 2016 and end October 14, 2016.

Post the Evaluation Term, access (end user licenses) will be provided for up to 25 (twenty-five) end users to the PRM Reports beginning after the User Acceptance Period, defined in Section 1.2 above, is completed. The customer will be charged additional fees at that time as set forth below.

One Time Fees at Contract Date: **$25,000, less the $2,000 paid for the Evaluation Period**

Payment #1 – Annual Fees due at Contract Date for Year 1: **$115,000* – Year 1 License Fee**

Payment #2 - Annual Fees for Contract Year 2: **$115,000* - Year 2 Annual License Fee**

Payment #3 - Annual Fees for Contract Year 3: **$115,000* - Year 3 Annual License Fee**

(*) A change in fee of $0.12 PMPM for the new patient population count will occur if there is a greater than 15% increase in the patient population. Assumes 18,000 patient average.

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

PRM Standard Services - SaaS	Description
Initial Customer Setup	Setup of secure data transfer protocols for extraction of claims data from Customer's administrative systems for their covered population. Initial onboarding of medical and pharmacy claims, member demographic and eligibility information, and provider information. Initial onsite training on PRM Services. Milliman is not responsible for any expenses incurred by customer or the customer's vendors to assist with the transfer of claims data. Additional data sets can be added as a change order.
Predictive Analytics/Care Coordinator Report	Opportunity based analytics tool to facilitate patient risk stratification and more efficient care management. Includes proprietary predictive analytics for care management. Supports self-service management of role-based security of PHI data. Includes 25 user licenses. Additional user licenses may be added at $200 per user license.
Cost Model Dashboard	Business intelligence tool that provides organizations a way to visualize and drill into their claims and demographic data for top-down analysis. Includes 25 user licenses. Additional user licenses may be added at $200 per user license.
Power User Data Mart	Flat File extracts from the internal PRM Database containing processed customer data, along with Milliman proprietary analytics that can be loaded into customer's data analysis systems. The flat files will be accompanied by a data dictionary describing each data element. This is designed to allow data

	analysts to do further analysis and data exploration on the processed data.
Extraction, Processing, and Warehousing of Claims Data	Development of software processes, data models, and data quality checks for claims data. Timely communication of issues to facilitate data reconciliation and correction. Continued maintenance of a data warehouse that underlies the above components.
Monthly Production of Reports	New reports are generated on a monthly basis based on receipt of updated customer data.

PRM Optional Services- Professional Services

Optional Professional Services	Fee
Performance Management Reporting Package (PMRP): Reports currently within the PMRP include: Executive Highlights Report, Actuarial Cost Models, Skilled Nursing Facility Performance Metrics, Home Health Performance Metrics, Emergency Department Performance Metrics, Inpatient Facility Discharge Performance Metrics, and PCP Stratification Metrics.	Fee based on report options selected and specifics of implementation.
Additional professional services can be defined via SOW(s)	Estimates will be provided on a time and expense incurred basis.

–Optional Professional Services	Description
Executive Highlights Report	This report summarizes key metrics and highlights key findings across the reports, including comparisons to prior reports, if applicable.
Actuarial Cost Models	Actuarial cost models provide a summary of utilization and expenditures for a population by service category. Cost models are useful for understanding expenditure patterns for a population. Comparing cost models over time can be useful to assess whether certain initiatives are having an impact. An aggregate cost model will be provided as well as cost models by enrollment category and for services performed by network vs. non-network providers.
Skilled Nursing Facility Performance Metrics	This report provides a summary of skilled nursing discharges by facility and resource utilization group (RUG) level. It is useful for understanding which facilities have the most market share among a population, as well as how expenditure levels and length of stay compare between the facilities. Breakdown at the RUG level helps to account for the fact that cost and length of stay are affected by the level of care being provided. This report is only provided for Medicare populations.
Home Health Performance Metrics	This report provides a summary of home health cases by provider and case-mix weight level. It is useful for understanding which providers have the most market share among a population, as well as how expenditure levels and visits per case compare

	between the providers. Breakdown at the case-mix weight level helps to account for differences in the level of care provided. This report is only provided for Medicare populations.
Emergency Department Performance Metrics	This reports provides a summary of emergency department visits by facility, split between those that resulted in an inpatient admission, observation or discharge to home. It is useful for understanding where the largest volumes of emergency department visits are occurring, as well as which facilities have been more likely to admit patients who arrive in the emergency department.
Inpatient Facility Discharge Performance Metrics	This report provides a summary of acute inpatient discharges by facility with additional information regarding readmission rates and the prevalence of certain discharge status codes. It is useful for understanding where the largest volumes of inpatient discharges are occurring and for assessing the effectiveness of discharge planning at each facility. The readmission rates and prevalence of discharge status codes are normalized to account for the mix of DRG's at each facility.
PCP Stratification Metrics	This report provides key expenditure and utilization metrics by primary care physician, representing each physician's assigned patients. The metrics are risk and credibility adjusted, which allow for more appropriate comparisons of performance between physicians. Physician results are also summarized to the practice level. ESRD beneficiaries are not included in reports for Medicare populations.

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

Milliman, Inc.   Customer: Cascade Health Alliance, LLC

Attention of: Arthur L. Wilmes, FSA, MAAA   **Attention of:_Peter Waziri**

Street Address: 111 Monument Circle; Suite 601   **Street Address: 2909 Daggett Avenue, Suite 225**

City: Indianapolis, IN 46204   **City: Klamath Falls, OR 97601_____**

Exhibit B – Description of Provided Products and Services

Service Description for Milliman PRM Analytics™ Care Coordinator Reports

I.   Scope. This Service shall include the following deliverables:

Milliman PRM Analytics Care Coordinator Reports.

A. **Description.** The Care Coordinator Reports (CCRs) 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.

B. **Components of the Care Coordinator Reports**

1. **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.

2. **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.

3. **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.

4. **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.

C. **Access.** The Care Coordinator Reports are available to users authorized by Customer via a secure hosted web application.

D. **Frequency.** The Care Coordinator Reports are produced monthly during the term of this license after receipt of clean data from Customer.

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.

F. **Training.** One hands-on user training session of approximately 3-4 hours duration is provided at the time of initial Customer set up at a location provided by Customer. Additional training is available upon request and will be handled as a change order in accordance with Exhibit A of the PRM Analytics License Agreement.

II. **Production Launch.** The Production Launch component shall consist of the following:

A. All errors in the Milliman PRM Analytics process, or Care Coordinator Report, identified during user acceptance testing (UAT) by Customer, and mutually agreed upon with Milliman PRM Analytics, are addressed. UAT will be for a period of one month upon signing of this Agreement. Issues due to limitations or data quality issues with Customer data sources are out of scope for completing the UAT.

B. All deliverables, as described in Section I of this service description, have been mutually accepted in writing by Customer and Milliman PRM Analytics.

C. Care Coordinator Reports are being delivered to Customer as part of monthly production releases, within one week of receiving clean data from Customer. Any changes to this frequency must be negotiated and will be handled as a change order in accordance with Exhibit A of the Agreement.

PRM Analytics

Service Description for Milliman PRM Analytics™ Cost Model Dashboard

I. <u>Scope.</u> This Service shall include the following deliverables:

Milliman PRM Analytics Cost Model Dashboard.

A. **Description.** The Cost Model Dashboard is an advanced business intelligence tool that provides organizations a way to visualize and drill into their claims and demographic data. The tool will quickly allow the user to identify trends in their data and support period over period analysis including rolling time periods.

B. **Components of the Cost Model Dashboard**

1. **Filter Cost Model:** The Filter Cost Model screen displays cost and utilization about the selected population. This section allows the user to filter the data in order to display information limited to certain cost model groups (Inpatient, Skilled Nursing Facility, Outpatient, Professional, Other, Additional) or cost model lines. Additionally, the Filter Cost Model screen allows the user to limit the data to only potentially avoidable cost or non-potentially avoidable costs

2. **Filter Population:** The Filter Population screen displays demographics about the selected population. This section allows the user to filter the population in order to display information at the segment level.

3. **Average Monthly Enrollment:** The Average Monthly Enrollment screen displays the average monthly enrollment for the population or sub-segment of the population. Only demographic filters and dimensions apply to the Average Monthly Enrollment screen.

4. **PMPM:** The PMPM screen displays the per member per month cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the PMPM screen.

5. **Utilization / 1,000:** The Utilization per 1,000 members screen displays the cost model utilization per 1,000 member months by cost model group or line. Population, cost model, and utilization type filters and dimensions apply to the Utilization per 1,000 screen. The graph is only displayed when consistent utilization types are selected or when all utilization types can be displayed. A warning message will appear to notify the user when inconsistent utilization types are selected.

6. **Cost per Service:** The Cost per Service screen displays the cost per service by cost model group or line. Population and cost model filters and dimensions apply to the Cost per Service screen. Similar to the Utilization per 1,000 members the graph is only displayed when consistent utilization types are selected. A warning message will appear to notify the user when inconsistent utilization types are selected.

7. **Total Costs:** The Total Costs screen displays the total cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the total costs screen.

C. **Access.** The Cost Model Dashboards are available to users authorized by Customer via a secure hosted web application.

D. **Frequency.** The Cost Model Dashboard is produced monthly during the term of this license after receipt of clean data from Customer.

E. **User Guide.** The Cost Model Dashboard is accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.

F. **Training.** One hands-on user training session of approximately 3-4 hours duration is provided at the time of initial Customer set up at a location provided by Customer. Additional training is available upon request and will be handled as a change order in accordance with Exhibit A of the PRM Analytics License Agreement.

II. Milliman PRM Analytics Power User Data Mart.

A. **Description.** Milliman will provide Client with flat file extracts of the Milliman PRM Power User Data Mart. The flat file extracts will consist of the core data elements in the Care Coordinator and Cost Model Dashboard Reports, and will be accompanied by a data dictionary to allow client to import the data into their system(s). The flat file extracts will be produced monthly and will be delivered to Client through a secure FTP website.

III. Production Launch. The Production Launch component shall consist of the following:

A. All errors in the Milliman PRM Analytics process, or Cost Model Dashboard, identified during user acceptance testing (UAT) by Customer, and mutually agreed upon with Milliman PRM Analytics, are addressed. UAT will be for a period of one month upon signing of this Agreement. Issues due to limitations or data quality issues with Customer data sources are out of scope for completing the UAT.

B. All deliverables, as described in Section I of this service description, have been mutually accepted in writing by Customer and Milliman PRM Analytics.

C. Cost Model Dashboard Reports are being delivered to Customer as part of monthly production releases, within one week of receiving clean data from Customer. Any changes to this frequency must be negotiated and will be handled as a change order in accordance with Exhibit A of the Agreement.

PRM Analytics

Glossary of Terms

- **BI**: Business Intelligence

- **CCR**: Milliman PRM Analytics Care Coordinator Report

- **PMPM**: Per member per month

- **PRCA**: Physician Risk and Credibility Adjusted

- **UAT**: User Acceptance Testing

- **UI:** User Interface

Exhibit C - Milliman PRM Analytics™ Operations Support Services
for Secure Hosted Web Application

Statement of Intent. Milliman strives to provide a high level of service. This Service Level Agreement ("SLA") outlines the services, site availability, and support that Milliman will provide to PRM Analytics™ clients (also referred to as "Customer")

I. **Time Conventions.** This SLA uses the following conventions to refer to times:

    A. Times expressed in the format "hours: minutes" reflect the Eastern Time zone.

    B. Times expressed as a number of "business days" include Milliman business hours Monday through Friday, excluding Milliman designated holidays.

    C. The symbol "---" indicates that no time applies to the associated category.

II. **Services Provided.** Under this Agreement, Milliman will provide implementation support services to the client as outlined below:

    A. **Implementation.** Implementation of the Milliman product includes:

        1. Perform the credentialing for Customer;
        2. Provision Customer for access to the Product;
        3. Obtain any third party consents required in order for Customer to access the Product;
        4. Access to the product through a secure and encrypted channel;
        5. Technical support by email to assist the Customer in startup as needed. A user guide is available online; and
        6. Help Desk support as detailed under Section III. Milliman Support Responsibilities.

    B. **Redundancy.** The primary purpose for backup to magnetic media is to help Milliman provide its customers with timely disaster recovery should the Services be rendered inoperative due to hardware or environmental impacts. Services restoration will be performed as a recovery procedure after a disaster and is included in the Milliman provided Services. Milliman's formal backup procedures includes a full backup of the software and any necessary databases on a weekly basis. Incremental backups will be performed daily. Milliman will determine the method and process including hardware/software used for all data backup operations.

    C. **Availability.** The availability of the Product is outlined below.

        1. **Normal Service Availability Schedule.** The product is available 24 hours a day, seven days a week with the exception of planned outages for upgrades or unplanned outages outside of Milliman control. Milliman represents and warrants that except in the case of catastrophic failure of the Server and/or Software caused by circumstances outside of Milliman's control, Milliman will maintain monthly availability of 98.00%.

            Milliman's SLA applies only to outages directly related to the data center hosting the server and the proprietary software. The Scope of this SLA does not include the performance or availability of any public Internet backbone or network, any server or other equipment on

the Internet outside of Milliman's host facility, Customer's premise equipment or local access service of any type.

Events of Force Majeure shall not be deemed Service Unavailability for the purpose of this SLA.

Table C.1 shows the times when Milliman is scheduled to be available for Customer support:

Table C.1 Customer Support Availability**

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	---	8:00	8:00	8:00	8:00	8:00	---
Stop	---	17:00	17:00	17:00	17:00	17:00	---

**Adjusted when necessary for scheduled outages and non-emergency enhancements.

2. **Scheduled Events that Impact Service Availability.** Regularly scheduled events can cause a temporary service outage. Notice to Customer of scheduled events that may result in an outage of longer than 15 minutes, that are deemed by Milliman to be required, shall occur at least two (2) business days in advance. Table C.2 shows the typical times when these events may occur.

Table C.2 Scheduled Outages

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	23:00*	23:00*	23:00*	23:00*	23:00*	23:00*	00:00
Stop	02:00*	02:00*	02:00*	02:00*	02:00*	02:00*	23:59

*Weekday scheduled events will only occur for urgent updates or upgrades

III. <u>Milliman Support Responsibilities</u>. Milliman provides the following support to all Customers:

A. User Support. Milliman provides user support by way of a fully trained Help Desk accessible through email at **prm.support@milliman.com**. The intent of the Help Desk is to resolve Milliman-trained end users issues, not to entertain requests for Services enhancements, modifications, or clinical guidance.

B. Problem Severity Description. Table C.3 outlines problem severity descriptions. The diagnosis of severity as related to a reported issue is determined by qualified Milliman system engineers/analyst.

Table C.3 Problem Severity Descriptions

Severity	Description
Priority 1	All or most of the service functionality is lost. Milliman is not operational and there is no workaround. A Priority 1 problem can be reduced to a Priority 2 problem if an acceptable workaround is found. **Priority 1 support takes effect immediately until the issue is resolved.**

Priority 2	Some functionality of the services is lost but still provides useful information. Priority 2 issues are queued ahead of standard issues.
Standard	Service functionality is intact with issues revolving around items that limit the usefulness and/or user friendliness of the system.

1. **Problem Reporting Process.**

   All issues received via the support email address will provide an auto-reply to acknowledge receipt of the issue. Within 1 business day Milliman Customer Support will provide a reply as to the problem Severity level and/or courses of action to be taken in relation to the issue. As part of the diagnosis/triage Milliman may request additional information and/or diagnostics to be performed by the client to effectively identify the issue.

2. **Problem Resolution.** When Milliman's Help Desk is informed of a problem, the following actions are taken:

   a. **Problem Reproduction.** Milliman's Customer Support Department will attempt to reproduce the problem. For this, a customer will need to provide a clear description of the circumstances under which the problem occurs. This may include Customer Support requesting the email address (account name) of the account in question. As part of problem reproduction Milliman may request more information and/or diagnostics to be performed by the client.

   b. **Defect Logging.** When the problem has been duplicated by Milliman's Customer Support Department; it may be logged as a defect in Milliman's defect database if the root cause of the original problem is due to a software defect

   c. **Defect Investigation.** Milliman's Product Development Team will investigate the cause of the problem.

   d. **Workaround.** When, in the course of the investigation, alternative ways are found to obtain the design goal while avoiding the interruptive symptoms of the defect; these workarounds will be communicated as a solution to the problem. If the defect is deemed critical, a slipstream release will be created to address the issue. If the defect is minor it will likely be addressed in a future release of the system.