

Memorandum of Understanding

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

RECITALS

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

The terms and conditions that shall apply are described herein.

TERMS


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

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


- i. Empire must delete all Clients associated with Empire's profit center in MAP before termination can be completed.
- b. Pricing is segmented by the risk classification of the data being hosted in MAP. These risk segments are based on [Milliman-wide policy](#) and are broken down into Restricted, Confidential, and High-risk. If there are many content items being hosted in MAP with varying levels of risk classification, your profit center in MAP must be in the highest risk classification segment to ensure the proper security of content. If at any time the data being hosted in MAP increases in risk level to a higher security segment, Empire must notify PRM and will be subject to an increased rate in MAP.
 - i. Empire has confirmed that the highest risk classification of data being hosted in MAP falls into High Risk.
 - ii. Empire will re-certify the sensitivity of data on a quarterly basis.
 - iii. Empire will pay \$32k per month for ACOI as long as it is being supported in QlikView within MAP.
 - iv. Empire will pay \$22k per month for the Bundled Payment Reporting Interface as long as it is being supported in QlikView within MAP.
 - v. Empire will pay a one-time fee of \$66k to cover costs of New York Atlanta Health's QlikView usage from April 1st, 2022 through June 30th, 2022.
 - vi. There will be no increase in price for the usage described in 23.b.iii and 23.b.iv (MAP Premium High-risk tier usage) for the period starting July 1st, 2022, and ending December 31st, 2025.
 - 1. If Empire moves out of the Premium tier and into a lower risk MAP tier prior to the end of this period, then Empire will be charged for the price as seen on the MAP Sales site.

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

PRM Analytics

By: 
Name: Rich Moyer
Title: Principal & Chief Product Officer

Empire

By: 
Name: Pamela M. Pelizzari
Title: Principal