

## **AGREEMENT TO REVIVE AND AMEND THE MILLIMAN PRM ANALYTICS LICENSE AGREEMENT**

### **THIS AGREEMENT TO REVIVE AND AMEND THE MILLIMAN PRM ANALYTICS LICENSE**

**AGREEMENT** ("Revival Agreement") is made and entered into as of the 21st day of January, 2019 ("Revival Effective Date") by and between Ascension Texas ("Customer") and MILLIMAN, INC ("Milliman"). The Customer and Milliman may individually be referred to as a "Party" or together as the "Parties."

### **R E C I T A L S:**

**WHEREAS**, The Parties entered into a MILLIMAN PRM ANALYTICS LICENSE AGREEMENT dated November 1, 2015 ("Agreement").

**WHEREAS**, the term of the Agreement has expired; and

**WHEREAS**, the Parties now desire to revive and amend the Agreement as of the Revival Effective Date according to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. All capitalized terms in this Revival Agreement not defined herein shall have the meaning ascribed thereto in the Agreement.
- II. The Agreement is hereby revived as of the Revival Effective Date pursuant to the same terms and conditions except as otherwise stated herein.
- III. The Parties agree that any Products or Services provided to Customer between the expiration of the Agreement and the Revival Effective Date were performed under and shall be governed by the terms of the Agreement.
- IV. The pricing section of Exhibit A of the Agreement is hereby deleted in its entirety and replaced, in its entirety with the pricing shown in the Exhibit A, Table A (Revived and Amended Pricing) which is hereto and incorporated by this reference. For clarity, the elements of Exhibit A of the Agreement beginning at "Change Order Fees" will remain unchanged.

**Exhibit A, Table A (Revived and Amend Pricing)**

<b>Products and Services</b>	<b>Fee Schedule</b>
Licensing: PRM Analytics - Core	\$268,000 per year. If there is a greater than 10% increase in assigned lives the fee will increase by \$0.06 PMPM for the additional lives. Annual fees will be billed in equal quarterly installments.
Optional: Additional Data Sources	\$15,000 – per implementation of a new MSSP data source plus \$0.06 PMPM \$25,000 – per implementation of a new non-MSSP data source plus \$0.06 PMPM
Optional: Patient Flow	\$15,000 – per year
Optional: Consulting Services	\$20,000 – per year
Optional: MEGs	\$32,000 – per year

- V. The Term of the Agreement as set forth in Section 7.1 Term and Termination, is extended to a term of six (6) years from the effective date unless earlier terminated pursuant to the terms of the Agreement.
- VI. In the event of a conflict between the terms and conditions of this Revival Agreement and the terms and conditions of the Agreement, this Revival Agreement will govern.
- VII. Except as modified herein, the Agreement is otherwise ratified, confirmed, and approved, and will remain in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties have caused this Revival Agreement to be executed by their authorized officers as of the Revival Effective Date.

**Ascension Texas**

By: 

Title: COO

Signature: see above - W. Andrew Davis

Date Signed: 1/28/2019

**Milliman Inc.**

By: Rich Moyer

Title: Principal

Signature: Rich Moyer

Date Signed: 1/21/19