

Authority Request No. 286

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 5/11/26 Department: Benefits & Retirement

State the nature of the legal request: Please review the attached Medco Employer Sponsored Group Waiver Plan Prescription Drug Services and Medicare Part D Group Application as to form and legality.

RECEIVED

MAY 11 2026

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jon Wilkerson
Signature

Reply of District Attorney's Office: _____

OK reviewed

Date of Reply: 5/12/2026 Jon Wilkerson
Assistant District Attorney

Bill To
 OK COUNTY BENEFITS/RETIREMENT
 320 ROBERT S KERR
 ROOM 203
 OKLAHOMA CITY, OK
 73102

Requisition 12700060-00 FY 2027
 ACCT No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 6065ccrobtho
 Status: Created

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Vendor
 BESTCO BENEFIT PLANS LLC
 10 TOWER LANE SUITE 100

 AVON, CT 06001
 Tel#800-236-4782

Ship To
 OK COUNTY BENEFITS/RETIREMENT
 320 ROBERT S KERR
 ROOM 203
 OKLAHOMA CITY, OK 73102

Deliver To
 OK COUNTY BENEFITS/RETIREMENT
 320 ROBERT S KERR
 ROOM 203
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/26	004571				Employee Benefits Department

LN	Description / Account	Qty	Unit Price	Net Price
001	FY27 Medicare Advantage Services July 2026	1.00 EACH	245000.00000	245000.00

Ship To
 OK COUNTY BENEFITS/RETIREMENT
 320 ROBERT S KERR
 ROOM 203
 OKLAHOMA CITY, OK 73102

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 OKLAHOMA CITY, OK 73102

[Requisition Link](#)
Requisition Total 245000.00

***** General Ledger Summary Section *****
 Account Amount Remaining Budget

Authorized By: _____ Date: _____
Signature

May 1, 2027

To: Oklahoma County

Medco Containment Life Insurance Company (hereinafter referred to as "Express Scripts Medicare") is pleased to continue offering the Medicare Part D Employer Group Waiver Plan (EGWP) for 2027 as described in this renewal notice and in accordance with the terms and conditions of your current Express Scripts Medicare Agreement (hereinafter "Agreement").¹ Please review the renewal notice and reach out to Benistar to finalize any plan design changes by September 1st, 2026. If there are no changes then your benefit, premium, and appropriate EGWP Enrollee communications will renew at the below specifications effective January 1, 2027 and run through December 31, 2027.

If you choose not to renew your EGWP benefit for the 2027 plan year, Express Scripts Medicare must be notified of your intentions to terminate in accordance with the timeframe required within the Agreement. Mid-year terminations are not permitted.

EGWP Benefit Design² BMX42081

Pharmacy		Retail	Retail Maintenance Drug Program (MDP)		Express Scripts Home Delivery
Day Supply		Up to 31 Day Supply	32-60 Day Supply	Up to 90 Day Supply	1-31 day (see retail) 32-90 day (see below)*
Networks: National Medicare Performance Network (NMPN)		Standard	Standard	Standard	Home Delivery
Initial Coverage Period Member Cost Share	Generic*	\$5	\$10	\$15	\$10
	Preferred Brand	20% Min \$20 Max \$60	20% Min \$40 Max \$120	20% Min \$60 Max \$80	\$55
	Non-Preferred Drugs	30% Min \$40 Max \$80	30% Min \$80 Max \$160	30% Min \$120 Max \$240	\$75
	Specialty*	30% Min \$40 Max \$80	30% Min \$80 Max \$160	30% Min \$120 Max \$240	\$75
Deductible		NA			
Maximum Out of Pocket		\$2,100	(Part D eligible drugs and Non Part D drugs contribute, Retail & Mail)		
Catastrophic Coverage		For 2027 member cost share post-TrOOP (\$2400) is \$0.			
Formulary		Premier Access (Open)			
Non-Part D Drugs ⁴		Covered, Non-Part D and including Lifestyles (covers Erectile Dysfunction (DL 100080), Cosmetic (DL100071), Weight Loss (DL100133), copays above apply			
Part B and ESRD Drugs ⁴		Not Covered			
Generic Definition*		As defined by Express Scripts, Non-preferred Generics will be subject to the Non-preferred Drug Tier copay, all other Generics will be subject to the appropriate Generic Tier copay (excluding Specialty Tier Generics, when applicable).			
Utilization Management		All PA, QLL & ST (Part D and applicable Non-Part D/Part B), CMS Required, and High Risk edits			
Compound Management		Compound Management Solution applies. Compound Management in place to mitigate compound drug abuse via inclusion/exclusion lists.			
Other ⁵		Per IRA member cost share is the lesser of: \$35 for a one-month supply; 25% of the maximum fair price established for covered insulin products under the Medicare Drug Price Negotiation Program and member cost share is \$0 for Part D vaccines covered by the plan.			
Additional Benefits		NA			

*Please note that most specialty medications can only be dispensed up to a 31 day supply, or up to a 30 day supply if they are found on the Carelogic drug list (132368); Additionally, only medications in a limited number of drug categories can be dispensed in less than a 35 day supply from Home Delivery including but not limited to diabetic supplies, state and federally controlled drugs, and a limited number of other medications.; mail order pharmacy may update the list at their discretion; copays mirror Retail or Home Delivery unless state regulations apply. This plan participates in the Voluntary Generics Policy. Standard Federal Poverty Limit (FPL) guidelines apply.

This group Medicare Part D plan may have additional benefits to enhance the Medicare Part D coverage, in accordance with the Centers for Medicare and Medicaid Services (CMS). Per CMS regulations, the benefit enhancements are considered other health benefits and may require filing with and approval by the state Department of Insurance. Express Scripts Medicare may offer this product or may offer this product in conjunction with a supplemental insurance company.⁶ The total premium amount consists of three distinct components as outlined below.

2027

EGWP Premium (PMPM)	\$144.45
Enhanced Insurance Premium (PMPM)	\$75.85
Total Member Premium Per Member Per Month (PMPM)^{7,8}	\$220.30

¹The information in this renewal notice is subject to the Confidentiality provision in the Medicare Part D Employer/Union-Only Sponsored Group Waiver Plan Prescription Drug Policy.

²Required improvements to the plan designs will be incorporated as mandated by CMS.

³Some states require coverage for certain Non-Part D, Part B, and ESRD drugs. Above Program descriptions are available upon request.

⁴If an applicable state requirement has a lower member cost share cap for insulin that is deemed applicable to the supplemental product, the state requirement will apply.

⁶Express Scripts Medicare may offer this product or may offer this product in conjunction with one of the following supplemental insurance companies based on your plan's situs state: Companion Life Insurance Company, Companion Life Insurance Company of California, Niagara Life and Health Insurance Company or Pan-American Insurance Company.

⁷Express Scripts Medicare will comply with applicable state Department of Insurance requirements that are available upon request for the provision of a supplemental product to the Part D plan. If any government action, change in federal or state law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the pricing terms outlined in this renewal herein or if the above options are modified or the offering of proposed options are modified without express consent of Express Scripts, then Express Scripts Medicare will have the right, upon notice, to modify these pricing terms. The parties agree that these pricing terms are subject to the Pricing Assumptions noted below.

⁸Express Scripts Medicare reserves the right to re-evaluate the proposed renewal in the event of a significant membership (505 lives) reduction to the extent that it materially changes the average member morbidity enrolled within the plan.

Unless otherwise notified, the terms and conditions of this renewal notice are binding, accepted, and agreed to by the Plan and are hereby incorporated into your Agreement. In the event that your organization has not accepted these terms and conditions or otherwise notified Express Scripts Medicare in writing in accordance with our Agreement by the timeframe required within our Agreement, you shall be deemed to have accepted and agreed to the terms and conditions herein.

Print Name

Signature

Date

If you have any questions, please contact Benistar at 888-497-9500.

Sincerely,

Benistar
 473 Dunham Rd.
 Suite 202
 St. Charles, IL
 60174
 888-497-9500

Renewal Notice Premium Pricing Assumptions

Renewal Caveats

In the event one or more of the following occurs (whether between the date of the renewal notice and the Effective Date of the renewal term, or during the renewal term), Express Scripts will have the right, upon notice, to withdraw, terminate or revise the rates. Any revision will make an equitable adjustment to the rates, solely as necessary to return Express Scripts to its contracted economic position as of the effective date of such event:

- The EGWP Benefit that is communicated by the Client is different than the EGWP Benefit in this renewal notice, including the failure to offer all benefit options (if applicable) as noted by Express Scripts.
- Medical plan and EGWP pharmacy benefit pairings (if applicable) are not expressly communicated to Express Scripts as well as any changes to such between terms.
- There is a change in law, regulation, tax rates, or the application/interpretation of any of these laws/regulation that has an adverse effect on the pricing terms outlined. This includes but is not limited to:
 - Any action by a pharmaceutical manufacturer that has an adverse effect on the pricing terms outlined in this renewal notice, including if drug manufacturer rebates change to point of sale.
 - Required benefit changes due to the Inflation Reduction Act (IRA) or any new legislation, at the federal or state level.
 - Maximum fair price (MFP) drug negotiation program.
 - Medicare Prescription Payment Plan Program.
 - Medicare Part D Premium Stabilization Program.
- Enrollment in the Plan at any time varies by 10% or more from the enrollment assumed by Express Scripts in establishing the premiums and/or fees set forth herein, except as otherwise approved by Express Scripts.
- The employer contributes toward the cost of purchasing individual coverage for an eligible individual, unless expressly communicated to Express Scripts.
- The employer changes its level of contribution toward the cost of the coverage.
- For Clients offering multiple Part D PDPs as approved by Express Scripts, the employer does not contribute the same percentage to the cost of each employer-sponsored plan unless expressly communicated to Express Scripts.
- There is a request to modify Commissions and/or benefit advisor fees.
- Express Scripts is requested to interface with a third-party vendor, other than an Approved and Authorized Broker.

If this renewal notice of any annual adjustment to the premium is accepted/implemented, Express Scripts reserves the right to terminate the Agreement during the term if:

- Any of the items outlined in the renewal notice caveats above are not met.
- There are changes in how the benefit plans are marketed between terms.
- If members are auto enrolled or otherwise incentivized to select specific EGWP Benefits, without expressly communicating to Express Scripts at time of the renewal term

Pharmacy participation is contingent on pharmacy contract renewal and is subject to change. In the event of a change in network composition or its terms and conditions, Express Scripts Medicare reserves the right to make an adjustment to these renewal notice terms to the extent that it materially impacts renewal, Express Scripts Medicare's ability to administer the benefit or the PMPM premium.

Application of this Renewal Notice

- Unless otherwise indicated, the coverage reflected in this renewal notice supersedes and renders null and void any prior Express Scripts offer or renewal notice with respect to the EGWP Benefit.
- The information and materials provided for evaluation of this quote were assumed to be correct. If errors or omissions are found after the renewal notice is issued, Express Scripts reserves the right to revise or rescind the renewal notice or terminate the Agreement if it is in effect.
- If termination occurs during the Term period, a termination penalty will be assessed as follows:
 - All assumptions are based on underwritten numbers for the effective period at time of renewal notice.
 - There is a seasonality to the administration of the benefit based on historical observation of claims cost where the amount of premium able to be retained by the insurer increases as the year goes on due to the nature of the reimbursement schedule as set forth by CMS. The target loss ratio for the product is 85% whereby 15% of the Total MLR Revenue for the part D plan (as defined by CMS as the member premium plus the federal reinsurance plus the monthly PDP subsidy) is expected to be retained as administration cost. The Total MLR Revenue shall be calculated based on the full year projection for the outstanding months at termination. Then the outstanding loss ratio for the remaining months shall be calculated based on a seasonality schedule as described above. The outstanding administration cost for the year shall be considered the termination penalty.

Medicare Prescription Payment Program (M3P) Terms and Conditions

- Express Scripts Medicare holds the right to modify the program and the amount underwritten if additional changes are required by CMS guidance. In addition, Client agrees to provide Express Scripts Medicare with all information required to perform the M3P program as required by CMS.
- Client acknowledges and agrees that in providing the M3P Program, Express Scripts Medicare will collaborate with a third-party Supplier as determined by Express Scripts Medicare. The current Supplier is Paytient, however Express Scripts Medicare retains the right to change Supplier as needed to maintain compliance with CMS guidance. This Supplier will have access to Member specific information, including protected health information, and will be subject to execution of an appropriate business associate agreement. If for any reason Express Scripts Medicare's third-party supplier cannot perform the services described herein, Client shall provide Express Scripts Medicare with a ninety (90) day transition period to allow for other arrangements to perform the services.
- Client agrees that Express Scripts Medicare may contact Client's Members (including via electronic means) to discuss the M3P Program and educate and assist Members on enrollment into the related Express Scripts Medicare digital communication initiatives.
- Client agrees that Express Scripts Medicare may share Client's Member contact information (including electronic addresses) with Supplier, allowing Supplier to contact Client's Members for election support in M3P Programs and to otherwise communicate regarding the M3P Program's services.
- Express Scripts Medicare may obtain additional information to enable and operate M3P including, but not limited to, data associated with Member contact data and payment information, eligibility, election/termination, Platform interaction, and information obtained or other criteria that is needed of Client. Express Scripts Medicare may use information or data collected for participation in M3P including information collected from third parties, to administer the program, to contact Participants in the program to support their participation, for the purpose of performing outcomes and/or opportunity analyses, pharmacy benefit plan administration, administration of other programs that Client may enroll in.
- Client agrees to use Express Scripts Medicare M3P program member terms and conditions for member election communications. Available upon request.
- Client agrees to provide Express Scripts Medicare with all information required for Express Scripts Medicare to perform the M3P Program as required by CMS.
- Grievance processing related to the M3P Program will be included.
- Audit support will be provided according to the terms of the Agreement.
- Client acknowledges and agrees to use the M3P Program system and processes, developed by Express Scripts pursuant to CMS' M3P final guidance