

Authority Request No.

435

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: 6/14/25 Department: Benefits and Retirement

State the nature of the legal request: Please review the attached Provider Network Services

Agreement between Connect Health Benefit, LLC and Oklahoma County to be effective July 1, 2025,

as to form and legality.

RECEIVED

JUN 16 2025

CIVIL DIVISION
DISTRICT ATTORNEY

Jon Wilkerson
Signature

Reply of District Attorney's Office: _____

Reviewed - ok

Date of Reply: 6/17/25

Don Eby
Assistant District Attorney



Connect Health Benefit, LLC Services Agreement

This Provider Network Services Agreement ("Agreement"), dated as of, **July 1, 2025** ("Effective Date"), is by and between Connect Health Benefit, LLC and Oklahoma County an Oklahoma Business ("Client"). Collectively, Connect Health Benefit, LLC and Client may herein be referred to as the ("Parties").

Whereas, Connect Health Benefit, LLC has negotiated prices for various services with a proprietary network of service providers known as Connect Benefit.

Whereas, Client desires to utilize Connect Health Benefit, LLC's Connect Benefit Community of providers in conjunction with their self-funded medical plan.

Now therefore, the parties hereto, in consideration of the terms and conditions set forth herein, agree as follows:

1. Scope of Services.

Connect Health Benefit, LLC will work with Client in an effort to reduce healthcare costs associated with their self-funded medical benefit plan ("Plan"). Connect Health Benefit, LLC has developed the Connect Benefit Community of preferred service providers who Client, and Client's employees who are active participants in the Plan, will be able to utilize and receive services at a discount. The Parties shall meet, at a minimum yearly, to discuss the scope of the services being provided within and throughout the Connect Benefit Community.

In addition, the following services will be provided by Connect Health Benefit, LLC:

- Client Education Meetings
- Explanation of features and benefits of Connect Benefit to members
- Assisting and ensuring that billing is handled correctly
- Collaborating with Connect Benefit service providers to ensure satisfactory procedures
- Provide on-going Client support by responding to inquiries through email and phone calls
- Monthly Reporting on utilization and costs

2. Fees and Billing.

Fees.

Administrative Services of the Connect Benefit Provider Network shall be provided and billed on a "Per Employee Per Month" ("PEPM") basis at an initial rate of \$9.00 PEPM ("Fees"). Fees will be subject to change at Connect Health Benefit, LLC's discretion upon each Renewal Term but shall not occur without ninety (90) days written notice to Client.

Billing.

Connect Health Benefit, LLC will invoice Client or Client's TPA each month for that month of service. Client shall send an employee eligibility report to Connect Health Benefit, LLC ten (10) days prior to the end of each month of service to ensure proper and timely billing. Connect Health Benefit, LLC reserves the right to verify accuracy of eligibility reports through Client's Plan Third Party Administrator (TPA) at any time, and for any reason.

3. Term.

Unless terminated earlier pursuant to the terms hereof, this Agreement commences on the Effective Date and shall continue until 6/30/2026.

4. Termination.

Termination for Uncured Material Breach. Either party may terminate this Agreement by written notice to the other party if the other party fails to perform or breaches any material term or condition hereof, and does not cure such failure or breach with thirty (30) days (ten (10) days in the case of the Client's non-payment) after written demand by the non-breaching party; provided, however, that such written demand specify the nature of the breach in reasonable detail; and further provided, such written demand is sent within sixty (60) days of the breach.

Termination for Convenience. Client shall be entitled, in its sole discretion, to terminate this Agreement, for any reason or for no reason at all, upon thirty (30) days written notice to Connect Health Benefit, LLC and upon payment of all outstanding Fees.

Termination for Bankruptcy. Either party may terminate this Agreement by written notice to the other party if there occurs a Bankruptcy Event (as hereafter defined), with respect to the other party. "Bankruptcy Event" means with respect to a party the occurrence of any of the following: (a) such party makes an assignment of all or substantially all of its assets for the benefit of creditors; (b) a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or may be amended, is filed by such party; or (c) such a petition is filed with respect to such party by any third party, or an application for a receiver is may by anyone, and such petition or application is not favorably resolved within sixty (60) days.

5. Proprietary Rights.

Connect Health Benefit, LLC will continue to own all copyrights, patents, trademarks, service marks, trade secrets, service provider information, and other proprietary rights ("Intellectual

Property”) that such party owned immediately prior to this Agreement or that such party acquires or creates outside the scope of this Agreement.

6. Confidential Information.

“Confidential Information” means any information and data, including in tangible, electronic or other form, of Connect Health Benefit, LLC or Client that is identified as confidential or proprietary at the time of disclosure or which should be understood to be confidential by the nature of the information or the circumstances of the disclosure. Confidential Information shall include, without limitation product data, business plans, strategies, technology, software, documentation, methodologies, know-how, technical information, financial information, information regarding either party’s operations, business relationships, and the terms of this Agreement.

Confidential Information shall not include any information which: (a) is or subsequently becomes publicly available without the receiving party’s breach of any obligation owed to the disclosing party.; (b) became known to the receiving party from a source other than the disclosing party, provided the receiving party is under no other obligation of confidentiality with respect to such information; or (c) became known to the receiving party prior to the date hereof. The receiving party agrees that it will not use the Confidential Information of the disclosing party in any way, for its own account or the account of any third party, except for the purpose of performing this Agreement. In addition, the receiving party will not disclose the Confidential Information of the disclosing party to any third party other than employees and contractors who need-to-know and who are bound in writing or by fiduciary duty to confidentiality restrictions no less that the terms contained herein, and except as required by law. In the event the receiving party is required by law to make any disclosure of Confidential Information, by subpoena, judicial or administrative order or otherwise, such party must: (x) first give prior written notice to the disclosing party in order to give the disclosing party a reasonable opportunity to oppose or limit such disclosure; (y) cooperate with the disclosing party’s efforts to oppose or limit such disclosure; and (z) only disclose that portion of Confidential Information required to be disclosed in the good-faith opinion of the receiving party’s legal counsel. The receiving party will: (a) take reasonable precautions to protect the confidentiality of such Confidential Information; (b) not remove or alter any confidentiality or proprietary designations contained on the materials of the disclosing party; (c) promptly notify the disclosing party if it becomes aware of any unauthorized disclosure of the disclosing party’s Confidential Information.; (d) be liable for breach of its obligations hereunder by its employees and contractors; and (e) return or destroy the disclosing

party's Confidential Information upon the earlier of: (i) the disclosing party's request, and (ii) termination of this Agreement. The receiving party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The parties' rights and obligations stated in this provision shall remain in effect for a period three (3) years following the termination of this Agreement.

7. HIPAA Compliance.

Client shall supply Connect Health Benefit, LLC with a Business Associate Agreement, or any other requirements need to comply with the Health Insurance Portability and Accountability Act of 1996 and, if applicable, any and all revisions subsequent to that act that may apply to this Agreement ("HIPAA") and the relationship between the Parties. Client Agrees to defend, indemnify, and hold harmless Connect Health Benefit, LLC and its entities, their respective officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, and the cost of enforcing its right to indemnification hereunder, arising out of or resulting from any HIPAA violation that may occur between the Parties during any term of this Agreement.

8. Affiliates.

Client may extend the benefits of this Agreement to its Affiliates, provided the Client shall be liable in the event any Affiliate fails to comply with the terms and conditions of this Agreement.

9. Independent Contractors.

The relationship of the parties established by this Agreement is that of independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, or other agency relationship between the parties.

10. Governing Law.

This Agreement is governed by the laws of the State of Oklahoma

11. Notices.

Any notice required or permitted to be given by either party under this Agreement shall be in writing and sent to the other party at the address set forth below by electronic mail with delivery confirmation, or by overnight courier. Such notice shall be deemed given: (a) if sent by



electronic mail, on the day of dispatch; and (b) if sent by overnight courier, one day after dispatch.

If to Client:

Board of County Commissioners
Attn: Oklahoma County Employee Benefits
320 Robert S. Kerr, Room 220
Oklahoma City, OK 73102

If to Connect Health Benefit, LLC:

Connect Health Benefit, LLC
Attn: Tracy Creger, President
5930 E. 31st
Suite 305
Tulsa, OK 74135

12. Complete Agreement.

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

13. Modification.

This Agreement shall not be modified except by a written instrument executed subsequent to the date hereof and duly signed by both parties.

14. No Waiver.

Except as expressly stated herein, the failure of either party to exercise in any respect any right(s) provided for such party in this Agreement, or in law or equity, shall not be deemed a waiver of such right(s) or any other right(s) available to such party. To be effective or enforceable, a waiver by any party of any right under this Agreement must be in a written instrument signed by the party waiving such right(s).

15. Severability.

In the event a provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

16. Assignment.

Each party may assign this Agreement to a successor in interest resulting from a merger, sale of stock or sale of all or substantially all of its assets. Subject to the foregoing, neither party shall have the right to assign or transfer any of its rights or obligations under this Agreement, whether voluntarily or involuntarily, without the prior written consent of the other party. Any transfer or assignment in violation of the foregoing shall be void.

17. Conflict.

In the event of any inconsistency between this Agreement and any other written agreement entered into by and between the parties including, without limitation, and invoices, the terms and conditions of this Agreement shall prevail.

18. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and the year set forth below

Connect Health Benefit, LLC.

Oklahoma Board of County Commissions

By: Tracy Creger

By: _____

Print Name: Tracy Creger

Print Name: _____

Title: President

Title: _____

Date: April 21, 2025

Date: _____



Agreement between Oklahoma County for the Connect Benefit, LLC and OK County approved
on _____/_____/_____ by the OKLAHOMA COUNTY BUDGET BOARD

Chairman of the Board

ATTEST:

Forrest "Butch" Freeman, Treasurer

Vice-Chairman of the Board

County Clerk

Secretary to the Board

Received on the _____ day of _____, _____.