

Authority Request No. 378

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: 6-2-25 Department: Benefits & Retirement

State the nature of the legal request: Please review the attached Financial Renewal and Terms

Amendment between UMR and Oklahoma County to be effective July 1st, 2025, as to form and legality.

RECEIVED

JUN 02 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jon Wilkerson
Signature

Reply of District Attorney's Office: _____

Renewed -OK

Date of Reply: 6/2/25

[Signature]
Assistant District Attorney

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between UMR, Inc. ("UMR") and Oklahoma County ("Customer" or "You" or "Your"), and is effective on July 1, 2025 unless otherwise specified.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Oklahoma County

UMR, Inc.

By _____

By _____

Authorized Signature

Authorized Signature

Print Name _____

Print Name _____

Print Title _____

Print Title _____

Date _____

Date _____

Renewal 3Q 2024

Agreement No. 00092904.1

Approved on ____, day of ____, 2025

By Board of County Commissioners

Chairman

Vice-Chairman

Member

ATTEST:

Maressa Treat, County Clerk,
Oklahoma County

Bill To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK
73102

Requisition 12600083-00 FY 2026

Acct No:
UNDEFINED ACCOUNT.
Review:
Buyer: 6065cmjescia
Status: Created

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Vendor
UMR INC (ADMIN FEES)
115 W WAUSAU AVENUE

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

54401

Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
05/27/25	004893				General Government	
LN Description / Account				Qty	Unit Price	Net Price
001 UMR Admin Fees for July 2025				1.00 EACH	160000.00000	160000.00

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

160000.00

***** General Ledger Summary Section *****
Account

Amount Remaining Budget

Exhibit D – Fees

These are the Fees Customer agrees to pay UMR in exchange for the Services. The following financial terms are effective for the period July 1, 2025 through June 30, 2026, unless otherwise specified.

UMR may also be referred to as TPA in this Exhibit.

Final Claims Fiduciary: UMR

PEPM means Per Employee Per Month.

PEPAPM means Per Employee Per Account Per Month.

Service Code	Service	Fee
Medical Fees		
0001	Medical Fee 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2027 7/1/2027 - 6/30/2028	\$31.37 PEPM \$32.19 PEPM \$33.03 PEPM
Flexible Spending Account (FSA) Fees		
Effective 1/1/2025-12/31/2025		
0001	Base FSA Fee Health Care Account	\$4.25 PEPAPM
0164	Debit card - With Medical - Standalone	\$1.40 per card per month \$1.90 per card per month
0914	FSA Fee Dependent Care Account	\$3.25 PEPAPM
Account Services		
0200	ID card production and issuance mailed to Employee's home	Included in Medical Fee
0921	SPD booklet preparation	Included in Medical Fee
0923	SPD amendment	Included in Medical Fee
0924	SPD restatement	Included in Medical Fee
0926	Electronic Summary of Benefits and Coverage ("SBC") creation with data UMR has on file for the Plan, initial SBC plus one amendment per year.	Included in Medical Fee
0927	Two or more Summary of Benefits and Coverage ("SBC") amendments requested by Customer per year	\$500 per SBC per benefit Plan
1002	External pharmacy benefit manager interface Fee (Affirmed Rx) 7/1/2025 - 6/30/2026 7/1/2026 - 6/30/2028	Waived \$1.00 PEPM
Online Customer Reporting Services		
0402	Development of production custom reports and file feeds (Eligibility to Connect Benefit, migration)	No charge
0417	Custom ad-hoc reports	10 hours per year included in Medical Fee, then \$100 per hour
Banking Services		
0307	Custodial banking maintenance (Effective 7/1/2024-6/30/2026)	Waived
Claim Services		
0116	Accumulator loads from a vendor	Included in Medical Fee
2239	Cost Reduction & Savings Enhanced Program - Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. - Includes an advocacy component where Participants can access resources and obtain assistance in explaining reimbursement methodologies.	30% of the Savings Obtained as a result of the program, to be paid through a withdrawal from the Bank Account. Savings Obtained means the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.

Customer will recover any remaining funds from the Account Balance and remaining uncashed checks. UMR will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Effective January 1, 2025, the Agreement is amended by the addition of Flexible Spending Account ("FSA") Services to Exhibit A – Medical Benefit Administration Services, Section 9 Schedule of Services, Other Services as follows:

Other Services
Flexible Spending Account ("FSA") Services. UMR will process claims for eligible Plan expenses, any treatment amount, service, or supply paid or incurred by a Participant and eligible for reimbursement under the Plan and pursuant to applicable sections of IRC. Claims must be submitted in a form that is satisfactory to UMR for UMR to determine whether a benefit is reimbursable under the Plan including an initial determination as to whether a claim is considered an expense. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination and reimbursement. The Prevention and Recovery Services Section of this Agreement does not apply to FSA Services. Standard FSA Services include materials, claims processing, eligibility processing, member services, Customer reporting, direct deposits to employee bank accounts including online administration and online account information. Other related Services are available for an additional Fee. These Services do not apply to the Surest product.

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Service Code	Service	Fee
		The savings used to calculate the Fee per individual claim for the program shall not exceed \$50,000. Accordingly, the Fee per individual claim will not exceed 30% of \$50,000 through 6/30/2028.
2130	Federal external reviews	\$500 per review after 5 reviews
2250	Standard coordination of benefits for all applicable claims.	30% of the applicable savings amount.
Payment Integrity Services		
1429	Fraud, Waste, and Abuse Management - Detection and recovery of wasteful, abusive, and/or fraudulent claims. - Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. - Evaluate claims to identify inappropriate levels of care, coding and/or resource utilization. - Management can include pre-adjudicated claims and post-adjudicated claims.	30% of the gross recovery or prevented amount.
	Litigation and Arbitration Fees for Recoveries - Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. - Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. - Pre-adjudicated claims or post-adjudication claims.	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable UMR Fees (as indicated in this Exhibit).
0105 2292	Third Party Liability (Subrogation) - Services to recover Plan Benefits, which should be paid by a third party. - Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. - Pre-adjudicated claims and post-adjudicated claims. - Customer will not engage any entity except UMR to provide such services without prior UMR approval.	30% of the applicable savings amount.
0140	Claim Reprocessing, due to situations such as retroactive benefit or eligibility changes made by Customer	\$25.00 per claim
2271	Advanced Claim Review - Review of select targeted claims for inappropriate billing and/or coding errors. - Utilize a variety of methods, including specialized algorithms, AI, and detection analytics. - Performed by specialized expertise including same-specialty board certified physicians, registered nurses, and certified coders.	30% of the gross recovery or prevented amount.
0174	Credit Balance Recovery - Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. - On-site at hospitals and facilities. - Post-adjudicated claims.	30% of the gross recovery amount.
Payment Integrity Service Fees related to pre-adjudicated or prevented amount savings are calculated using logic that accounts for claim level detail and past claims payment experiences, and other relevant inputs including, but not limited to, historical amounts billed and allowed for similar providers, services, and specialties.		
CARE Services		
0701	Complex condition CARE, including complex treatment plans, catastrophic events, trauma, transplant, oncology, neonatal/ pediatric behavioral health and substance use disorder (BH/SUD) and discharge support specific to BH/SUD. Services also includes access to the UMR CARE app.	Included in Medical Fee through 6/30/2028

Service Code	Service	Fee
0702	Utilization management, the review of medical services for medical necessity and appropriateness of care prior to services being provided including certification/ notification for hospital inpatient/outpatient services, durable medical equipment, home health care, specialty injectables, behavioral health and other services, concurrent review, pre-determinations, discharge planning, readmission risk assessment retrospective review, complex condition CARE referrals and independent medical reviews needed for these services when appropriate.	Included in Medical Fee through 6/30/2028
0745	Maternity CARE, Pre-pregnancy support, pregnancy risk assessment, support person education, prenatal education and health assessment program.	Included in Medical Fee through 6/30/2028
2176	CARE app Bluetooth devices	\$95.00 per scale \$95.00 per glucose monitor \$85.00 per blood pressure cuff \$225 per pulse oximeter
Transplant Centers of Excellence (COEs)		Effective 7/1/2024-6/30/2026
1401	Transplant Network via Centers of Excellence (COE)	
	Bone Marrow/Stem Cell	
	• Autologous less than 11 days	\$6,000 per transplant
	• Autologous 11 or more Days	\$23,000 per transplant
	• Allogeneic – related/unrelated	\$23,000 per transplant
	• Non-myeloablative allo BMT – mini	\$6,000 per transplant
	Tandem BMT	
	• Auto/Auto	\$12,000 per transplant
	• Auto/Allo (related/unrelated)	\$23,000 per transplant
	• Allo/Allo (related/unrelated)	\$23,000 per transplant
	Solid Organ	
	• Kidney	\$4,500 per transplant
	• Pancreas	\$9,000 per transplant
	• Kidney/Pancreas	\$9,000 per transplant
	• Islet Cell-Auto Pancreas	\$9,000 per transplant
	• Heart	\$12,000 per transplant
	• Lung	\$12,000 per transplant
	• Heart/Lung	\$12,000 per transplant
	• Double lung	\$23,000 per transplant
	• Intestinal, intestinal/liver, intestinal/small bowel	\$23,000 per transplant
	• Liver	\$23,000 per transplant
	• Multi-Organ*	\$23,000 per transplant
	*Except for those multi-organ transplants already listed on the fee schedule such as kidney/pancreas	
	Ventricular Assist Devices (“VAD”)	
	• VAD only – bridge to transplant (excludes heart Transplant)	10% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network, not to exceed the Fee for the corresponding transplant set forth above, capped at \$12,000 per case
	• VAD only – destination therapy (VAD implant and post-implant services for 1 year)	10% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network, not to exceed the Fee for the corresponding transplant set forth above, capped at \$12,000 per case
	• VAD only – destination therapy (post-implant services only)	10% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network, not to exceed

Service Code	Service	Fee
		the Fee for the corresponding transplant set forth above, capped at \$12,000 per case per year
	If an additional transplant is performed to replace the initial transplant, an additional Fee equal to 50% of the original Fee shall be charged. If a Participant receives transplant care, but no transplant is performed ("Early Term"), the administrative Fee will be 35% of the difference between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the Fee for the corresponding transplant set forth in the table above. A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider's transplant program, (2) cases in which the Participant dies prior to transplant or VAD implant, or (3) cases in which Participant's coverage ends prior to transplant or VAD implant.	
	Transplant Access Program (TAP) Network	Fee is 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network, not to exceed the Fee for the corresponding transplant set forth above.
	Extra-Contractual Services	Fee is 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the Network Provider's usual charges for the same services, not to exceed the Fee for the corresponding transplant under the table above.
	Cellular Therapy Services	Fee is 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the provider's usual charges for the same services, not to exceed \$20,000. Early Term applies.
	Ex Vivo Gene Therapy Services	Fee is 15% of savings, calculated as the difference between charges per the applicable extra-contractual agreement and the provider's usual charges for the same services, not to exceed \$20,000. Early Term applies.
	Specialized Physician Review	Fee for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states: <u>Comprehensive review</u> \$1,295 for a single reviewer \$1,995 for three reviewers <u>Basic review</u> \$495 for a single reviewer \$1,295 for three reviewers <u>Expedited review</u> \$200 for each reviewer
Network Services		
1406	Network access Fees UnitedHealthcare Choice Plus	Included in Medical Fee through 6/30/2028

Service Code	Service	Fee
Stop Loss Services		
0136	Preferred Stop Loss Vendor Interface. Services include daily monitoring of received/processed claims and care management transactions, premium billing and collection, and plan document changes/updates to the carrier's vendors when stop loss coverage has been placed by UMR.	Included in Medical Fee
Other Additional Services		
0418	Certificates of Creditable/Non-creditable Coverage (Medicare Part D)	\$1.35 per certificate, subject to a \$100 minimum
0804, 0808	Service Fee to remit payment to outside vendors (Effective 7/1/2024-6/30/2026)	Included in Medical Fee for: Premise Health, E-Health Screening, AM-KP Medical Group & Rivus, Healthcheck Screening (Body Scan Invoice), Deer Oaks EAP, Oklahoma County re Medicare Secondary Program, Neuro Renovations, PPH Global Services, LLC aka Passport Health for annual flu shots, and Connect Benefit
	Pursuant to Customer's request, UMR shall on Customer's behalf, administer a payment (either through a withdrawal from the Bank Account or invoiced as a Fee) to a vendor ("Vendor Payment"). UMR shall collect the Vendor Payment from Customer and provide Vendor with all Vendor Payments collected.	
	In the event that there is a dispute between Customer and vendor over the Vendor Payment, Customer and vendor shall resolve such dispute and shall hold UMR harmless in such disputes. In the event of any change in the Vendor Payment, Customer shall immediately notify UMR of such change.	
	Remit payment to Premise Health, as invoiced	
	Remit payment to E-Health Screening, as invoiced	
	Remit payment to Premise Health, as invoiced	
	Remit payment to AM-KP Medical Group & Rivus, as invoiced	
	Remit payment to Healthcheck Screening (Body Scan Invoice), as invoiced	
	Remit payment to Deer Oaks EAP, as invoiced	
	Remit payment to Oklahoma County re Medicare Secondary Program, as invoiced	
	Remit payment to Neuro Renovations, as invoiced	
	Remit payment to PPH Global Services, LLC aka Passport Health for annual flu shots, as invoiced	
	Remit payment to Connect Benefit (Program Fee), \$9.00 PEPM	
1014	Support for Integrated Rx-Medical Accumulators	Included in Medical Fee through 6/30/2028
2192	Medical Benefit Drug Rebate Compensation	UMR retains all Medical Benefit Drug Rebates as compensation for the services.

Service Code	Service	Fee
2280	Medical Copay Assistance Savings - Advocates review member claim history and pre-authorization information to identify and assist members to enroll in manufacturer copay assistance programs. - Medical claims for qualified medications will be repriced, modifying the member copay amounts and adjusting accumulated member out of pocket balances based on eligible copay assistance. - UMR does not guarantee any particular level of savings for any drug subject to a manufacturer copay assistance program. - In certain circumstances to ensure member cost share remains uniform during the plan year Customer may be required, through a withdrawal from the Bank Account, to provide member copayment assistance.	30% of the Savings Obtained, if any, to be paid through a withdrawal from the Bank Account. Savings Obtained means the sum of the new copay amount plus the member responsibility, less the sum of the prior coinsurance and copay amounts.
Telemedicine Medical Services		
9933	Teladoc Services (general medicine)	Included in Medical Fee through 6/30/2028

UMR may receive direct or indirect compensation from third parties in the course of administering Customer's Plan(s), such as commissions paid to UMR for the placement of stop loss policies or being the third-party administrator of record. All third-party compensation received is taken into account by UMR when it prices the administrative Fees that it charges Customer for services under this Agreement to the extent reasonably possible, it being understood that certain compensation relates to UMR's total book of business rather than to any single customer.

A UMR affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to \$10) by a UMR affiliate.