

Authority Request No. 399

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: 6/6/2025

Department: Benefits and Retirement

State the nature of the legal request: Please review the attached Agreement between Premise

Health Employer Solutions, LLC. and Oklahoma County to be effective July 1, 2025.

RECEIVED

JUN 06 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jon Wilkerson
Signature

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 6/10/25

Ann E. [Signature]
Assistant District Attorney

AMENDMENT NO. 3 TO CLINIC MANAGEMENT SERVICES AGREEMENT

This Amendment No. 3 to Clinic Management Services Agreement (“**Amendment No. 3**”) is effective as of July 1, 2025 (“**Amendment No. 3 Effective Date**”), and is made by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, successor in interest to IMWell Health, LLC, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027 (“**Premise Health**”) and Oklahoma County, having its principal place of business at 320 Robert S. Kerr Avenue, Room 220, Oklahoma City, OK 73102 (“**Oklahoma County**” or “**Client**”). Premise Health and Client are each individually a “**Party**” and are collectively the “**Parties**.” Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, Premise Health and Client entered into that certain Clinic Management Services Agreement, effective March 21, 2012, as renewed and amended (collectively, the “**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement to extend the Term and make other modifications for the mutual benefit of the Parties; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AMENDMENTS

1.1 The Agreement is hereby amended, as specifically permitted pursuant to Section 8(k) thereof, to extend the Term through and including June 30, 2026.

1.2 The Agreement is further amended to delete Schedule 2 in its entirety and replace it with Schedule 2, attached hereto and incorporated as part of the Agreement by reference.

2. MISCELLANEOUS

2.1 Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between this Amendment No. 3 and the Agreement, this Amendment No. 3 shall govern and control.

2.2 Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this Amendment No. 3 and that the execution and delivery of this Amendment No. 3 by the Parties has been duly authorized by all requisite corporate

action and when executed and delivered, this Amendment No. 3 shall be valid and binding upon the Parties.

2.3 Counterparts. This Amendment No. 3 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 by and through their respective representatives to be effective as of the Amendment No. 3 Effective Date.

OKLAHOMA COUNTY BUDGET BOARD

Chairman to the Board

County Clerk
Secretary to the Board

Treasurer
Vice Chairman to the Board

Approved on _____, 2025
By the Board of Commissioners

Chairman

ATTEST:

County Clerk

Vice Chairman

Member

PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC

By: _____
Shannon Farrington
Chief Financial Officer

Date: _____

Schedule 2

Financial Arrangement

Effective July 1, 2025, the Fee Schedule will increase 5% for the 2025 calendar year. Thereafter, effective July 1 of each calendar year, the fees outlined in this Agreement shall be subject to an annual increase. The increase shall be determined based on the greater of 5% or the Consumer Price Index ("CPI") for medical care, as published by the United States Bureau of Labor.