

Authority Request No. 430

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: 6/8/26 Department: HR, Benefits & Safety

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

Amendment between UMR and Oklahoma County to be effective July 1st, 2026, as to form and legality.

RECEIVED

JUN 08 2026

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jon Wilkerson
Signature

Reply of District Attorney's Office: _____

OK renewal

Date of Reply: 6/8/2026

Lisa [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, 2026 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 4Q 2025
Agreement No. 00092904.2

The Administrative Services Agreement is amended on July 1, 2026 as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

Effective July 1, 2026, Section 3 Term of this Agreement in Exhibit A is amended as follows:

This Agreement is effective for a period of 12 months commencing on the Effective Date (the "Initial Term") until this Agreement is terminated pursuant to the terms herein.

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, 2026 through June 30, 2028, 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 | |
| | • 7/1/2026 - 6/30/2027 | \$32.19 PEPM |
| | • 7/1/2027 - 6/30/2028 | \$33.03 PEPM |
| Flexible Spending Account (FSA) Fees (Effective 1/1/2026-12/31/2027) | | |
| 0001 | Base FSA Fee | |
| | • Health Care Account | \$4.25 PEPAPM |
| 0164 | Debit card | \$1.40 per card per month |
| 0914 | FSA Fee | |
| | • Dependent Care Account | \$3.25 PEPAPM |
| Account Services | | |
| 0140 | Claim Reprocessing, due to situations such as retroactive benefit or eligibility changes made by Customer | \$25.00 per claim |
| 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 | \$1.00 PEPM |
| Online Customer Reporting Services | | |
| 0402 | Development of production custom reports and file feeds | 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 | Included in Medical Fee |
| Claim Services | | |
| 2130 | Federal external reviews | \$500 per review after 5 reviews |
| 2239 | Cost Reduction & Savings Enhanced Program | 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. |
| | • 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. | |

| 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. |
| 2250 | Coordination of benefits for all applicable claims. | 30% of the applicable savings amount. |
| | Payment Integrity Services | |
| 1429 | Fraud, Waste, and Abuse Management <ul style="list-style-type: none"> 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. |
| 0174 | Credit Balance Recovery <ul style="list-style-type: none"> 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. |
| | Litigation and Arbitration Fees for Recoveries <ul style="list-style-type: none"> 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) <ul style="list-style-type: none"> 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 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 |
| 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 |
| 0745 | Maternity CARE, Pre-pregnancy support, pregnancy risk assessment, support person education, prenatal education, online support groups and health assessment program. | Included in Medical Fee |

| Service Code | Service | Fee |
|--------------|---|--|
| 2176 | CARE app Bluetooth devices | \$95.00 per scale \$95.00 per glucose monitor \$85.00 per blood pressure cuff \$225 per pulse oximeter |
| | Network Services | |
| 1406 | Network access Fees | Included in Medical Fee |
| | Stop Loss Services | |
| 0136 | 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 stop loss vendors. | 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 7/1/2026-6/30/2027) | Included in Medical Fee for CONNECT BENEFITS INC, NEURO RENOVATIONS LLC, PREMISE HEALTH, EHEALTH SCREENINGS, HEAR & NOW, AM-KP Medical Group & Rivus, Deer Oaks EAP, Healthcheck Screening, Oklahoma County re Medicare Secondary Program and PPH Global Services, LLC aka Passport Health for annual flu shots. |
| | 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 CONNECT BENEFITS INC, \$9.00PEPM | |
| | Remit payment to NEURO RENOVATIONS LLC, as invoiced | |
| | Remit payment to PREMISE HEALTH, as invoiced | |
| | Remit payment to EHEALTH SCREENINGS, as invoiced | |
| | Remit payment to HEAR & NOW, as invoiced | |
| | Remit payment to AM-KP Medical Group & Rivus, as invoiced | |
| | Remit payment to Deer Oaks EAP, as invoiced | |
| | Remit payment to Healthcheck Screening, as invoiced | |
| | Remit payment to Oklahoma County re Medicare Secondary Program, as invoiced | |
| | Remit payment to PPH Global Services, LLC aka Passport Health for annual flu shots, as invoiced | |
| 1014 | Support for Integrated Rx-Medical Accumulators | Included in Medical Fee |
| 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 <ul style="list-style-type: none"> 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 (24/7 Care) | Included in Medical Fee |

Other

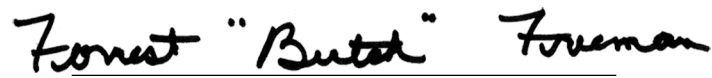
UMR may receive direct or indirect compensation from third parties in the course of administering Customer's Plan(s). All third party compensation received is taken into account by UMR when it prices the administrative Fees that it charges Customer for services under this Agreement to the extent reasonably 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.


Approved on June 18, 2026.

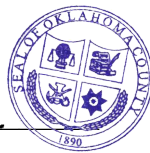
By Oklahoma County Budget Board


Chairman


Vice-Chair

ATTEST:


Oklahoma County Clerk



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

Requisition 12607355-00 FY 2026

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

Page 1

Vendor
 UMR INC (ADMIN FEES)
 115 W WAUSAU AVENUE

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

54401

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 |
|-------------------------------|---------------|---------------|-----------|-------|-----------------------------|
| 06/15/26 | 004893 | | | | Employee Benefits Departmen |
| LN Description / Account | Qty | Unit Price | Net Price | | |
| 001 UMR Admin Fees, July 2026 | 1.00 EACH | 170000.00000 | 170000.00 | | |

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

Requisition Link

Requisition Total 170000.00

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

Amount Remaining Budget

Authorized By: _____ Date: _____
 Signature