

# OKLAHOMA CITY ZOOLOGICAL TRUST

## Meeting Agenda

Zoo Administration Building, Savanna Conference Room

June 24, 2026 - 4:30 p.m.



**RECEIVED**

*By The City of Oklahoma City Office of the City Clerk at 3:27 pm, Jun 22, 2026*

### OKLAHOMA CITY ZOOLOGICAL TRUST MEMBERS

Vicki Howard, Chairperson  
Jon Trudgeon, Vice-Chairperson  
Pama Palmer, Secretary  
David Holt, Mayor  
Heather Ross, Surrogate to the Mayor  
Craig Freeman, City Manager  
LaShawn Thompson, Surrogate to the City Manager

Camal Pennington, Councilperson, Ward 7  
Dustin Fredrick  
Aimee Salalati  
Derek Albro  
Dwight Lawson, PhD, Executive Director/CEO

### INFORMATION ABOUT OKLAHOMA CITY ZOOLOGICAL TRUST MEETINGS

The Oklahoma City Zoological Trust meets on the fourth Wednesday of each month at 4:30 p.m. in the Zoo Administration Building, located at 2000 Remington Place, Oklahoma City, Oklahoma 73111. Free parking is available in the Zoo parking lot.

It is the policy of the Oklahoma City Zoological Trust to ensure that communications with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires an accommodation, a modification of policies or procedures, or an auxiliary aid or service in order to participate in this meeting should contact the Zoo at 405-425-0231 as soon as possible, but not later than 48 hours (not including weekends or holidays) before the scheduled meeting. The Zoo will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at said meeting, please contact the Zoo at 405-425-0231 at least 48 hours prior to the scheduled meeting.

### ADDRESSING THE OKLAHOMA CITY ZOOLOGICAL TRUST

Citizens may address the Trust on certain items by signing up to speak and providing the agenda item number, their reason for appearing, and their address, but all comments must be relevant to the item. Citizens may also address the Trust at the end of the agenda under "Citizens to be heard." Please contact the Zoo at 405-425-0231 at least 48 hours prior to the meeting, and leave a message that includes your name, the agenda item number, and the reason you would like to speak. Staff will submit requests received to the Chair. Please limit your comments to three (3) minutes or less.

The Chair or presiding officer may, in his or her discretion, prohibit a person from addressing the Trust, or have any person removed from the Auditorium, if that person commits any disorderly or disruptive behavior. Disorderly conduct includes, but is not limited to, any of the following: speaking without being recognized by the Chair or presiding officer; continuing to speak after notice that the speaker's allotted time has expired; presenting comments or material not relevant to the item under discussion; failing to comply with the lawful instructions of the Chair or presiding officer; or engaging in other conduct, activity, or speech that delays, disturbs, interferes, or disrupts the effective or timely conduct of the meeting, or is otherwise violent, threatening, abusive, obscene, or jeopardizes the safety of self or others. A person may also be subject to

arrest and removal from the Auditorium for violation of Oklahoma City Municipal Code 2020, § 30-81 – Disorderly conduct and/or violation of 21 Okla. Stat. § 280 – Willfully Disturbing, Interfering with or Disrupting State Business, Agency Operations or Employees.

### **TRUST ACTIONS**

Official action can be taken only on items which appear on the agenda. The Trust may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. Other actions may also be taken.

When more information is needed to act on an item, the Trust may refer the matter to the Executive Director/CEO or the Municipal Counselor. The Trust may also refer items to standing committees of the Trust for additional study.

Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

### **CONSENT DOCKET**

Items listed under “Consent Docket” are usually approved as a group with the proper motion from a member of the Trust. Members of the Trust may request discussion or separate action on any item on the Consent Docket.

For more information about the Oklahoma City Zoological Trust, please call 405-424-3344.

**AGENDA**

**I. Meeting Minutes**

- A. Minutes of May 27, 2026, Oklahoma City Zoological Trust Meeting..... Pages 4-7

**II. Staff and/or Committee Updates**

- A. Financial Report of May, 2026 ..... Pages 8-11

**III. Items for Individual Consideration**

- A. Approve Amendment No. 1, Project No. MZ-0081, Stingray Touch Pool Experience and Exhibit, Holland Basham Architects .....Pages 12-18
- B. Adopt a resolution waiving competitive bidding and authorizing the open market purchase and/or lease of light design, installation and production for the Oklahoma City Zoo and Botanical Garden’s SAFARI LIGHTS, estimated cost \$250,000.00, June 24, 2026 through June 23, 2027.....Pages 19-21
- C. Adopt a resolution ratifying and approving an Administrative Services Agreement and an Excess Loss Insurance Placement Addendum with Healthcare Solutions Group, Inc. A 90 Degree Benefits Company, and Utilization Management Agreement and Business Associate Agreement with Medical Care Analysts, Inc., estimated cost \$143,578.80, effective July 1, 2026.....Pages 22-84

**IV. Items from Trustees**

**V. Staff Reports**

- A. Executive Director’s Report

**VI. Citizens to Be Heard**

**VII. Adjournment**



**Trustees Present:**

Vicki Howard, Chairperson  
Jon Trudgeon, Vice-Chairperson  
Pama Palmer, Secretary  
LaShawn Thompson, Surrogate to the City Manager  
Camal Pennington, Councilperson, Ward 7  
Dustin Fredrick  
Derek Albro

**Staff Present:**

Dwight Lawson, Executive Director/CEO  
Trevor Leonard, Chief Operations Officer  
Rebecca McReynolds, Chief Financial Officer  
Greg Heanue, Chief Marketing Officer  
Tammy Burnett, Chief Human Resources Officer  
Rebecca Snyder, Chief Mission Programs Officer  
Dahrenda Mitchell, Director of Guest Services and Membership  
Matt Word, Director of Information Technology  
Mandy Heaps, OZS Executive Director  
Kate Winters, Executive Assistant

**Others Present:**

Bailee Richards, Assistant Municipal Counselor, City of Oklahoma City

**Agenda Topics**

**I. Approve Minutes**

**A. Minutes of April 22, 2026**

**MOVED TO APPROVE.** Moved by Trustee Jon Trudgeon. Seconded by Trustee Derek Albro.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Derek Albro.

**II. Receive Staff and/or Committee Updates**

**A. Financial Reports of April, 2026.**

CFO, Rebecca McReynolds, provided the financial report of April, 2026.

**MOVED TO RECEIVE.** Moved by Trustee Jon Trudgeon. Seconded by Trustee Dustin Fredrick.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Camal Pennington, Dustin Fredrick, Derek Albro.

**III. Items for Individual Consideration**

- A.** Approve Oklahoma City Zoological Trust Budget for the Fiscal Year 2026-2027.

CFO, Rebecca McReynolds, provided information over the 2026-2027 Budget.

**MOVED TO APPROVE.** Moved by Trustee Dustin Fredrick. Seconded by Trustee Pama Palmer.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Camal Pennington, Dustin Fredrick, Derek Albro.

- B.** Receive Preliminary Report, Project MZ-0081, Stingray Touch Pool Experience and Exhibit; and authorize preparation of final plans and specifications.

CEO, Dwight Lawson, explained the Preliminary Report for Project MZ-0081, Stingray Touch Pool Experience and Exhibit.

**MOVED TO RECEIVE.** Moved by Trustee Pama Palmer. Seconded by Trustee Dustin Fredrick.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Camal Pennington, Dustin Fredrick, Derek Albro.

- C.** Approve Contract for Architectural Services, Project MZ-0080, Cat Forest Renovation, SHR Studios.

CEO, Dwight Lawson, presented the contract for Cat Forest Renovation with SHR Studios.

**MOVED TO APPROVE.** Moved by Trustee Jon Trudgeon. Seconded by Trustee Derek Albro.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Camal Pennington, Dustin Fredrick, Derek Albro.

- D.** Approve Contract for Architectural Services, Project MZ-0082, Penguin Exhibit and Multi-Event Center, Frankfurt-Short-Bruza Associates, P.C. dba Mantra XD.

CEO, Dwight Lawson, presented the contract for Penguin Exhibit and Multi-Event Center with Frankfurt-Short-Bruza Associates, P.C. dba Mantra XD.

**MOVED TO APPROVE.** Moved by Trustee Derek Albro. Seconded by Trustee Pama Palmer.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Camal Pennington, Dustin Fredrick, Derek Albro.

- E.** Approve Lease Agreement with Oklahoma Department of Wildlife Conservation.

CEO, Dwight Lawson, spoke on the Lease Agreement with the Oklahoma Department of Wildlife Conservation.

**MOVED TO APPROVE.** Moved by Trustee Jon Trudgeon. Seconded by Trustee Dustin Fredrick.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Camal Pennington, Dustin Fredrick, Derek Albro.

**F. Approve Request for Proposals be advertised for Solar Array System.**

CEO, Dwight Lawson, provided information over the Request for Proposals for the Solar Array System.

**MOVED TO APPROVE.** Moved by Trustee Jon Trudgeon. Seconded by Trustee Dustin Fredrick.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Camal Pennington, Dustin Fredrick, Derek Albro.

**G. Adopt a resolution waiving competitive bidding and authorizing the open market purchase of Customer Relationship Management (“CRM”) Solution for the Oklahoma City Zoo and Botanical Garden’s Ticketing and Membership Platform with Totem Systems, Inc. dba Humanitru, estimated total cost \$137,000, May 27, 2026 through May 26, 2029; and approve the Professional Services Agreement.**

CEO, Dwight Lawson, explained the resolution waiving competitive bidding and presenting the Professional Services Agreement with Humanitru. The Director of Information Technology, Matt Word, further spoke about the agenda item.

**MOVED TO ADOPT.** Moved by Trustee Jon Trudgeon. Seconded by Trustee Pama Palmer.

**AYES:** Trustees Vicki Howard, Jon Trudgeon, Pama Palmer, LaShawn Thompson, Camal Pennington, Dustin Fredrick, Derek Albro.

**IV. Items from Trustees**

- A.** Trustees Camal Pennington and Jon Trudgeon praised the Zoo and the staff for hosting Legislature Night. Trustee LaShawn thanked the Zoo for hosting the City’s Employee Appreciation Night and Trustee Vicki Howard expressed her thanks to the Zoo staff for their hard work.

**V. Staff Reports**

- A.** Animal Care – New animals including Apollo, our new green anaconda, who is on habitat in the Herpetarium, and our new tiger, Barong getting settled in Cat Forest. An African Painted Dog underwent surgery for broken mandible.
- B.** Capital Projects – Updates on Stingray Bay, Cat Forest, and Solar Array was shared.
- C.** Conservation, Education, & Science – Monarch Tagging update was shared including a fall 2025 report over tagged monarchs with radio transmitters. 5 monarchs were tagged in the fall and 40 first generation monarchs were tagged in the spring. This is new technology where we can watch in real time where the butterflies fly.
- D.** Human Resources – Turnover is currently at 22.12% and information over the volunteer program was shared including events during National Volunteer Appreciation Week.
- E.** PR & Marketing – Satisfaction survey scores remain high and we surpassed our April’s attendance goal by 1%. Mobile phone data information was shared. The Oklahoma Animal Coalition with the OKC Zoo had a presence at the State Capital on May 6<sup>th</sup>. Passport Perk program has been very well received. Three more Sip & Stroll dates in June for guests to attend and the library program starts June 2<sup>nd</sup>.
- F.** OZS – Gala is next Friday, June 5<sup>th</sup>. Sponsorship goal has been surpassed and we currently only have two tickets available. Silent Auction will go live next week.

**VI. Citizens to be Heard.**

- A.** None.

**VII. Adjournment**

There being no further business to come before the Trust, the Chairperson declared the meeting adjourned at 6:12pm.

# MEMO



To: Oklahoma City Zoological Trust

From: Dwight Lawson, Rebecca McReynolds

Date: June 24, 2026

## FY-26 Financial Summary as of May 31, 2026

Attendance:	FY- 26 Actuals	FY- 26 Budget	Variance Amount	Variance %	FY- 25 Actuals	Variance Act- Last Year	Variance %
Current Month	134,862	143,400	(8,538)	-6.0%	164,940	(30,078)	-18.2%
Year to date	1,110,174	968,800	141,374	14.6%	1,000,222	109,952	11.0%
<b><u>Operating Revenue:</u></b>							
Current Month	\$2,573,831	\$2,419,609	\$154,222	6.4%	\$2,524,900	\$48,931	1.9%
Year to date	17,592,554	15,931,009	1,661,545	10.4%	15,036,493	2,556,061	17.0%
Per-Capita Revenue for the month was \$19.08. Year to date per capita revenue is \$15.85 which is \$0.60 less than the budget of \$16.44.							
<b><u>Other Revenue:</u></b>							
Current Month	\$182,837	\$119,227	\$63,610	53.4%	\$182,253	\$584	0.3%
Year to date	3,290,163	3,059,844	230,319	7.5%	3,151,355	\$138,808	4.4%
<b><u>Operating Expenses:</u></b>							
Current Month	2,289,504	2,161,282	\$128,222	5.9%	2,516,166	(\$226,662)	-9.0%
Year to date	24,568,253	24,794,633	(226,380)	-0.9%	22,336,855	2,231,398	10.0%
<b><u>Operating Profit (Loss):</u></b>							
Current Month	\$467,165	\$377,554	\$89,611	23.7%	\$190,987	\$276,178	144.6%
Year to date	(\$3,685,536)	(\$5,803,780)	2,118,244	-36.5%	(\$4,149,006)	463,470	-11.2%
<b><u>Sales Tax Revenue:</u></b>							
Current Month	\$1,610,935	\$1,599,342	\$11,593	0.7%	\$1,581,590	\$29,345	1.9%
Year to date	17,021,818	16,621,188	400,630	2.4%	16,553,146	468,672	2.8%
<b><u>Net Income (Loss):</u></b>							
Current Month	\$2,078,099	\$1,976,896	\$101,203	5.1%	\$1,772,577	\$305,522	17.2%
Year to date	13,336,282	10,817,408	2,518,874	23.3%	12,404,139	932,143	7.5%
<b><u>Capital/Other:</u></b>							
	<b>Annual Budget</b>	<b>YTD Expenses</b>	<b>Budget Remaining</b>	<b>%</b>			
Capital Improvements	\$500,000	\$350,117	\$149,883	30.0%			
<b><u>OZS Fundraising:</u></b>							
	<b>Annual Budget</b>	<b>YTD Income</b>	<b>Remaining to Goal</b>	<b>%</b>			
2026 Events/Fundraising/Endowments	\$3,823,546	\$2,919,559	\$903,987	23.6%			

**OKLAHOMA CITY ZOOLOGICAL TRUST**

**FY 2025-26 Capital Projects**

Department	Project Name	Budget	YTD Exp	Balance	Status
Carnivore	Predator Pass Trees	7,000.00	-	7,000.00	Not Started
Grounds/Hort	Power Washer	5,000.00	3,995.00	1,005.00	Complete
Grounds/Hort	Green Works	10,000.00	8,611.35	1,388.65	Complete
Grounds/Hort	Irrigation	11,430.00	13,000.00	(1,570.00)	Complete
Grounds/Hort	Tree Installation	30,000.00	-	30,000.00	In Process
Housekeeping	Trash cart replacement	35,000.00	36,400.00	(1,400.00)	Complete
IT	New Plaza Sound System	35,000.00	37,115.01	(2,115.01)	Complete
Maintenance	Sam Moore Aviary Painting and Siding Replacement	9,800.00	7,447.01	2,352.99	In Process
Maintenance	Bat Floor Replacement	12,000.00	-	12,000.00	In Process
Maintenance	Club Car Lithium Battery Upgrades	20,500.00	25,039.95	(4,539.95)	Complete
Maintenance	Concrete Path Repair/Replacement	50,000.00	46,535.00	3,465.00	In Process
Maintenance	Boardwalk and Handrail Replacement/Repair	75,000.00	83,957.19	(8,957.19)	Complete
Maintenance	Maintenance Perimeter Fence Replacement	80,500.00	77,425.04	3,074.96	Complete
Maintenance	HVAC	100,000.00	3,391.00	96,609.00	In Process
Marketing	Haunt the Zoo Props	18,000.00	7,200.00	10,800.00	Complete
	Contingency	770.00	-	770.00	
<b>Total CIP Budget</b>		<b>500,000.00</b>	<b>350,116.55</b>	<b>149,883.45</b>	

**Other: Contingency Fund \$500,000**

Department	Project Name	Budget	YTD Exp	Balance	Status
Birds	Bald Eagle Shelter	5,000.00	-	5,000.00	In Process
Birds	Mesh Netting Over Avian Habitats	9,750.00	-	9,750.00	Not Started
Maintenance	Lotus Handrails	10,000.00	9,571.33	428.67	Complete
Maintenance	Tram Floor & Seat Replacement	8,867.71	17,735.42	(8,867.71)	Complete
Maintenance	Zoo Supply Line				
Maintenance	Pressure Valve Reducer	52,228.00	52,228.00	-	Complete
Maintenance	Replace Barricades	4,146.63	4,146.63	-	Complete
Maintenance	Crane Fence Extension	4,323.39	4,323.39	-	Complete
Security	Bollard - Zoo Drive	3,010.61	3,010.61	-	Complete
Elephants	Elephant Kubota	28,416.22	28,526.22	(110.00)	Complete
Security	Security Keypad	8,328.07	8,328.07	-	Complete
Maintenance	CZ Slide Landing Pad	12,900.00	12,900.00	-	Complete
Maintenance	CZ /Lotus Pump Houses	15,000.00	15,000.00	-	Complete
Birds	Raptor Ridge Shade Project	39,200.00	42,499.97	(3,299.97)	Complete
Maintenance	Lion overlook glass, Cheetah glass	33,093.00	55,963.00	(22,870.00)	Complete
Primates	Great Escape ADA Doors	11,840.00	11,840.00	-	Complete
Maintenance	Misting Fans	20,000.00	15,967.80	4,032.20	Complete
Primates	Primates Firetrol	9,500.00	10,313.89	(813.89)	Complete
Maintenance	Reverse ATM housing	1,470.00	1,470.00	-	Complete
Maintenance	Mongoose Netting	30,000.00	-	30,000.00	Not Started
Maintenance	Safari Carts (two)	36,000.00	-	36,000.00	In Process
Carnivore	Cat Forest Floors	56,682.00	58,644.51	(1,962.51)	In Process
Maintenance	Tram Batteries	42,000.00	13,329.60	28,670.40	In Process
Elephants	Elephant Safety Netting	13,700.00	26,560.28	(12,860.28)	In Process
Vet Services	Sterilizer Machine	19,651.01	19,651.01	-	Complete
Vet Services	Ultrasound Machine	58,335.12	-	58,335.12	In Process
Ambassador	Faux Log Shade Structure	7,850.00	-	7,850.00	In Process
IT	Camera Monitoring	7,000.00	-	7,000.00	In Process
<b>Total CIP Contingency Budget</b>		<b>548,291.76</b>	<b>412,009.73</b>	<b>136,282.03</b>	

Balance Available: (48,291.76)

	Grants	Budget	Expenses	Balance	Status
Grant	Advancing Empathy Grant	47,880.00	-	47,880.00	In Process
Grant	Ocelot SAFE Project	20,000.00	-	20,000.00	In Process
Grant	Confiscated Wildlife Grant	150,000.00	-	150,000.00	Awarded - FY2025
<b>Total</b>		<b>217,880.00</b>	<b>-</b>	<b>217,880.00</b>	

**OKLAHOMA CITY ZOOLOGICAL TRUST**  
**INCOME STATEMENT SUMMARY**  
**FOR THE ELEVEN MONTHS ENDING 5/31/2026**

	CURRENT MONTH			YEAR TO DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
REVENUES:						
ADMISSIONS	\$1,184,147	\$1,102,792	\$1,073,246	\$6,612,543	\$6,085,640	\$5,400,437
ANIMAL SHOW ADMISSIONS	0	0	37,423	61,449	48,445	152,985
ANIMAL FEEDINGS	50,501	42,673	46,801	297,924	255,540	271,125
FOOD & BEVERAGE/VENDING	332,436	177,524	295,199	1,261,543	1,189,698	1,292,668
CONCERTS	35,000	35,000	0	377,544	345,000	255,666
RIDES	48,608	71,342	81,414	420,458	427,219	381,156
MERCHANDISE COMMISSION	100,706	109,279	103,708	662,702	654,401	599,049
ATTRACTIONS	92,762	100,889	92,774	578,420	592,165	538,237
EDUCATION	66,781	73,138	63,742	1,051,889	876,981	762,626
PROMOTIONS	227,652	239,211	213,070	2,548,685	2,463,620	2,529,705
MEMBERSHIP	417,682	457,624	495,118	3,570,627	2,932,594	2,730,810
OTHER	17,557	10,136	22,406	148,770	59,706	122,029
TOTAL OPERATING REVENUE	<u>2,573,831</u>	<u>2,419,609</u>	<u>2,524,900</u>	<u>17,592,554</u>	<u>15,931,009</u>	<u>15,036,493</u>
 COST OF GOODS SOLD						
 GROSS MARGIN	<u>\$2,573,831</u>	<u>\$2,419,609</u>	<u>\$2,524,900</u>	<u>\$17,592,554</u>	<u>\$15,931,009</u>	<u>\$15,036,493</u>
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
 OPERATING EXPENSES:						
SALARIES	1,094,955	1,117,887	1,562,013	12,331,924	12,843,687	11,288,416
BENEFITS	317,926	304,994	365,383	3,476,978	3,415,874	3,152,799
SUPPLIES	134,302	124,014	57,638	1,167,286	899,980	713,426
UTILITIES	56,999	99,697	55,393	877,651	828,321	736,372
OUTSIDE SERVICES	362,042	189,525	184,169	2,548,836	2,285,377	2,279,322
ANIMAL CARE	120,565	95,305	89,877	940,323	1,085,700	939,024
OTHER	202,714	229,861	201,694	3,225,255	3,435,694	3,227,495
TOTAL OPERATING EXPENSE	<u>2,289,504</u>	<u>2,161,282</u>	<u>2,516,166</u>	<u>24,568,253</u>	<u>24,794,633</u>	<u>22,336,855</u>
 OTHER REVENUES:						
LEASES	0	0	0	1,443,974	1,357,505	1,386,051
CONTRIBUTIONS	22,810	19,227	18,653	151,060	482,339	114,727
INTEREST	160,027	100,000	163,600	1,695,129	1,220,000	1,650,577
TOTAL OTHER REVENUE	<u>182,837</u>	<u>119,227</u>	<u>182,253</u>	<u>3,290,163</u>	<u>3,059,844</u>	<u>3,151,355</u>
 OPERATING INCOME (LOSS)	467,165	377,554	190,987	(3,685,536)	(5,803,780)	(4,149,006)
 TRANSFERS						
NET INCOME (LOSS)	<u>\$467,165</u>	<u>\$377,554</u>	<u>\$190,987</u>	<u>(\$3,685,536)</u>	<u>(\$5,803,780)</u>	<u>(\$4,149,006)</u>

**OKLAHOMA CITY ZOOLOGICAL TRUST**  
**BUDGET ANALYSIS**  
**FOR THE ELEVEN MONTHS ENDING 5/31/2026**

	CURRENT MONTH			YEAR TO DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
<b>REVENUES:</b>						
GUEST EXPERIENCE	\$1,809,160	\$1,604,498	\$1,730,565	\$9,895,039	\$9,253,109	\$8,635,657
GROUP EVENTS	35,000	35,000	0	377,544	345,000	255,666
OTHER	729,672	780,109	794,336	7,319,971	6,332,901	6,145,170
<b>TOTAL OPERATING REVENUE</b>	<b>2,573,831</b>	<b>2,419,609</b>	<b>2,524,900</b>	<b>17,592,554</b>	<b>15,931,009</b>	<b>15,036,493</b>
<b>OPERATIONAL EXPEND BY DIVISION:</b>						
ADMINISTRATIVE	371,417	335,953	395,041	4,569,682	4,915,276	4,423,290
ANIMAL	479,967	442,732	641,806	5,301,197	5,383,143	5,010,014
MARKETING & INTERPRETIVE SVC	167,556	254,881	225,678	2,429,333	2,458,736	2,375,526
BUILDING & GROUNDS	618,597	565,715	608,428	6,029,605	6,017,404	5,476,876
EDUCATION	103,942	122,118	117,315	1,238,568	1,380,764	978,254
VISITOR SERVICES	345,199	268,212	326,043	3,091,604	2,658,490	2,346,215
VETERINARY	202,827	171,671	201,855	1,908,264	1,980,821	1,726,680
<b>TOTAL OPERATING EXPENSE</b>	<b>2,289,504</b>	<b>2,161,282</b>	<b>2,516,166</b>	<b>24,568,253</b>	<b>24,794,633</b>	<b>22,336,855</b>
<b>NET OPERATING REVENUE</b>	<b>284,327</b>	<b>258,327</b>	<b>8,734</b>	<b>(6,975,699)</b>	<b>(8,863,624)</b>	<b>(7,300,362)</b>
<b>OTHER REVENUE:</b>						
SALES TAX FUND REVENUE	1,610,935	1,599,342	1,581,590	17,021,818	16,621,188	16,553,146
CONTRIBUTIONS	22,810	19,227	18,653	151,060	482,339	114,727
OTHER REVENUE	160,027	100,000	163,600	3,139,103	2,577,505	3,036,628
<b>TOTAL OTHER REVENUE</b>	<b>1,793,772</b>	<b>1,718,569</b>	<b>1,763,843</b>	<b>20,311,981</b>	<b>19,681,032</b>	<b>19,704,501</b>
<b>NET REVENUE BEFORE DEPRECIATION AND CAPITAL EXPENDITURES</b>	<b>\$2,078,099</b>	<b>\$1,976,896</b>	<b>\$1,772,577</b>	<b>\$13,336,282</b>	<b>\$10,817,408</b>	<b>\$12,404,139</b>
<b>OPERATING REVENUE/EXPENSE RATIO</b>	<b>112.42%</b>	<b>111.95%</b>	<b>100.35%</b>	<b>71.61%</b>	<b>64.25%</b>	<b>67.32%</b>



**TO:** Chair and Trustees of the Oklahoma City Zoological Trust

**FROM:** Dwight Lawson, Executive Director/CEO

**DATE:** June 24, 2026

**SUBJECT:** Approve Amendment No. 1, Project MZ-0081, Stingray Touch Pool Experience and Exhibit, Holland Basham Architects.

**Background:** On September 24<sup>th</sup>, 2025, the Trust approved an agreement with Holland Basham Architects for a design and all other architectural services related to design an interactive exhibit including a touch pool and associated life support system facility, including partial demolition of the existing concrete grotto structure providing an area of approximately 8,150 square feet next to the existing lake at the Oklahoma City Zoo and Botanical Garden.

The original scope of work included a partially enclosed exhibit space, however, it has been determined to be in the best interest to fully enclose the exhibit as well as a design of a more complex LSS system.

Original Contract: Not to exceed \$285,000 for architectural services.  
Amendment No. 1: Not to exceed \$100,000 for architectural services.  
Amended Contract: Not to exceed \$385,000 for all services.

**Recommendation:** Approve Amendment.

**AMENDMENT NO. 1 TO CONTRACT FOR ARCHITECTURAL SERVICES**

This amendment is made and entered into by and between the Oklahoma City Zoological Trust, a municipal trust, herein called "Trust", and Holland Basham Architects, herein called "Architect".

**WITNESSETH:**

**WHEREAS**, the Trust and the Architect entered into an agreement on September 24, 2025 as follows:

Project No. MZ-0081  
Stingray Touch Pool Experience and Exhibit; and

**WHEREAS**, the Trust engaged the Architect to provide for design and all other architectural services related to design an interactive exhibit including a touch pool and associated Life Support System (LSS) facility, including partial demolition of the existing concrete grotto structure providing an area of approximately 8,150 square feet next to the existing lake at the Oklahoma City Zoo and Botanical Garden ("project"); and

**WHEREAS**, the original scope of work included a partially enclosed exhibit space, however, it has been determined to be in the best interest of the Trust to fully enclose the exhibit; and

**WHEREAS**, the Architect will also provide additional design of a more complex LSS system, and a quarantine pool with a dedicated LSS system; and

**WHEREAS**, the estimated construction cost is \$5,000,000; and

**WHEREAS**, the total compensation to be paid to the Architect for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$285,000 for architectural services

For Amendment No. 1:

Not to exceed \$100,000 for architectural services

Total Amended Contract:

Not to exceed \$385,000 for all services (an increase of \$100,000); and

**WHEREAS**, both parties agree to amend said contract.

**NOW, THEREFORE**, the parties agree as follows:

- I. Amend **Paragraph 2. Architectural Services.** to read as follows:

**Architectural Services.** The Architect is hereby engaged and employed by the Trust to perform in accordance with good architectural practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein (including **Amendment No. 1** work related to preparation of the Preliminary Report, Final Plans and Specifications, Bidding, Construction Administration, and As-Built Services for the project); including Exhibit A, and including but not limited to the following:

- II. Amend **Paragraph 5. Compensation** to read as follows:

**Compensation.** The aggregate total compensation for all architectural services under this Contract shall not exceed a total fee of \$385,000 (an increase of \$100,000), which includes: for Basic Services an amount not to exceed \$355,000 (an increase of \$100,000), and for Reimbursable Expenses an amount not to exceed \$22,000, as specifically set forth in Exhibit B, attached hereto and incorporated herein; and for Additional Services, as set forth in Exhibit B-1, an amount not to exceed \$8,000.

- V. Amend **EXHIBIT A – SCOPE OF WORK** by addition of the following “**Exhibit A – Scope of Work (added by Amendment No. 1)**”:

**Exhibit A – Scope of Work  
(Added by Amendment No. 1)**

Task 2 - Through program verification and scope definition with the Zoo, the project has grown in scope and complexity to include a fully enclosed exhibit space, more complex LSS system, and the addition of a quarantine pool with dedicated LSS system.

Task 3 - To be completed in accordance with the Basic Services portion of the contract.

Task 4 - To be completed in accordance with the Basic Services portion of the contract.

Task 5 - To be completed in accordance with the Basic Services portion of the contract.

- VI. Amend **EXHIBIT B – COMPENSATION** to read as follows:

**EXHIBIT B  
COMPENSATION  
PROJECT NO. MZ-0081  
STINGRAY TOUCH POOL EXPERIENCE AND EXHIBIT**

Under the terms of this Contract, the Architect agrees to perform the work and services described in this Contract. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$385,000 (an increase of \$100,000), which includes: for Basic Services an amount not to exceed \$355,000 (an increase of \$100,000), and for Reimbursable  
TS 10/22/18

Expenses, an amount not to exceed \$22,000, as specifically set forth in this Exhibit B; and for Additional Services, as set forth in Exhibit B-1, an amount not to exceed \$8,000.

### B.I. Basic Work and Services

Compensation for basic services may not exceed \$355,000 (an increase of \$100,000), and in no event may the Architect receive compensation in excess of the amount listed for each task for performance of its basic services.

The Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1A an amount not to exceed:  
\$30,600

Completion and recommendation by the Executive Director for approval by the Trust of the conceptual design report for the project.

Task 1B an amount not to exceed:  
\$43,350

Completion and recommendation by the Executive Director for approval by the Trust of the preliminary report for the project.

Task 2 an additional amount not to exceed:  
\$213,740 (an increase of \$76,040)

Completion and acceptance by the Trust of the final plans and specifications for the project.

Task 3 an additional amount not to exceed:  
\$3,840 (an increase of \$1,290)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:  
\$55,500 (an increase of \$19,800)

Upon completion and final acceptance by the Trust of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:  
\$7,970 (an increase of \$2,870)

Upon satisfactory completion and acceptance of the as-built drawings.

## B.II. Reimbursable Expenses

The City agrees to pay reimbursable expenses in an amount not to exceed \$22,000. Reimbursable expenses are in addition to the compensation for professional services and include actual expenditures made by Architect in the interest of the project, with the prior approval of the Executive Director, and include the following:

1. Expenses for Travel and car rental, lodging and per diem.

Reimbursable expenses are limited to the actual cost for expenditures and shall not include any anticipated profits, overhead expenses, salaries and/or such other costs.

**[Remainder of this page intentionally left blank]**

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Architect that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, this amendment was executed and approved by the Architect this 2<sup>ND</sup> day of JUNE, 20 26.

HOLLAND BASHAM ARCHITECTS

[Signature]  
Authorized Representative

ATTEST:

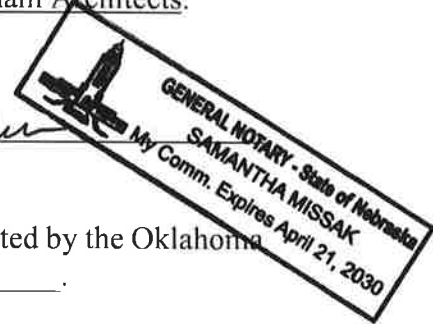
STATE OF Nebraska )  
 ) SS  
COUNTY OF Sarpy )

This instrument was acknowledged before me on this 2<sup>ND</sup> day of JUNE, 2026, by MIKE ECKMANN, as ASSOCIATE PARTNER of Holland Basham Architects.

My Commission Expires/My Commission Number:

April 21 / 2030  
(Seal)

[Signature]  
Notary Public



IN WITNESS WHEREOF, this amendment was approved and executed by the Oklahoma City Zoological Trust this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE OKLAHOMA CITY  
ZOOLOGICAL TRUST

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

REVIEWED for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FNIC P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> Deanne Beltz-Sund	
	<b>PHONE (A/C. No. Ext):</b> 402-861-7000	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> deanne.beltz@fnicgroup.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Holland Basham Architects, Inc. 119 So. 49th Ave. Omaha NE 68132	HOLLBAS-01	<b>INSURER A :</b> XL Specialty Insurance Co 37885
		<b>INSURER B :</b> The Phoenix Insurance Co 25623
		<b>INSURER C :</b> The Standard Fire Insurance Co. 19070
		<b>INSURER D :</b> Travelers Property Casualty of America 25674
		<b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**

CERTIFICATE NUMBER: 1514853364

REVISION NUMBER:

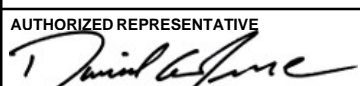
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805Y09941A	6/27/2025	6/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA5Y108317	6/27/2025	6/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP5Y12825A	6/27/2025	6/27/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UBB5496275	6/27/2025	6/27/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Architects/Engineers Professional Liability Incl. Pollution Legal Liab.		Y	DPR5037945	12/22/2024	12/22/2025	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The City of Oklahoma City and any of its public trusts participating in this project are additional insured for general liability, automobile liability and umbrella liability, if required by written contract executed prior to loss. Waiver of Subrogation for general liability, automobile liability, umbrella liability, Professional liability and workers compensation applies to The City of Oklahoma City and any of its public trusts participating in this project, if required by written contract executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Oklahoma City And its Participating Trusts 420 W. Main St., Suite 700 Oklahoma City OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**TO:** Chair and Trustees of the Oklahoma City Zoological Trust

**FROM:** Dwight Lawson, Executive Director/CEO

**DATE:** June 24, 2026

**SUBJECT:** Resolution waiving competitive bidding and authorizing the open market purchase and/or lease of light design, installation and production services for the Oklahoma City Zoo and Botanical Garden’s Safari Lights, estimated cost \$250,000.00, June 24, 2026 through June 23, 2027.

**Background:** An immediate need to purchase light design, installation and production services to support the Zoo’s Safari Lights annual program has presented itself and the Zoo’s Purchasing Policies and Procedures allow for Open Market Purchases to be made with Zoo Trust action by form of resolution when the purchase exceeds \$100,000.

Zoo staff requests the Zoo Trust waive competitive bidding and authorize the open market purchase and/or lease of light design, installation and production services for the Oklahoma City Zoo and Botanical Garden’s Safari Lights.

**Recommendation:** Resolution be adopted.

**RESOLUTION**

**RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE OPEN MARKET PURCHASE AND/OR LEASE OF LIGHT DESIGN, INSTALLATION AND PRODUCTION SERVICES FOR THE OKLAHOMA CITY ZOO AND BOTANICAL GARDEN'S SAFARI LIGHTS, ESTIMATED COST \$250,000.00, JUNE 24, 2026 THROUGH JUNE 23, 2027.**

**WHEREAS**, the Oklahoma City Zoo and Botanical Garden ("Zoo") has a need to purchase and/or lease light design, installation and production services to support the Zoo's SAFARI LIGHTS annual program; and

**WHEREAS**, the Zoo has a continuing need for these services as a supplement to the Zoo's current Services Provider for SAFARI LIGHTS; and

**WHEREAS**, the Zoo's Purchasing Policies and Procedures allow Open Market Purchases to be made with Zoo Trust action by form of resolution when the purchase exceeds \$100,000; and

**WHEREAS**, the Zoo has an immediate need to find a supplemental Services Provider that can provide light design, installation and production services, and believes following the Zoo's Open Market Procedures will ensure the best price is received; and

**WHEREAS**, staff will bring agreements to the Zoo Trust for approval if purchases resulting from the Open Market process exceed \$100,000; and

**WHEREAS**, staff requests the Zoo Trust waive competitive bidding and authorize the open market purchase and/or lease of light design, installation and production services for the Oklahoma City Zoo and Botanical Garden's SAFARI LIGHTS, estimated cost \$250,000, June 24, 2026 through June 23, 2027.

**NOW, THEREFORE, BE IT RESOLVED** that the Trustees of the Oklahoma City Zoological Trust waive competitive bidding and authorize the open market purchase and/or lease

of light design, installation and production services for the Oklahoma City Zoo and Botanical Garden's SAFARI LIGHTS, estimated cost \$250,000.00, June 24, 2026 through June 23, 2027.

**ADOPTED** by the Trustees of the Oklahoma City Zoological Trust and signed by its Chairperson this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Trust Secretary

By: \_\_\_\_\_  
Chairperson

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor



**TO:** Chair and Trustees of the Oklahoma City Zoological Trust

**FROM:** Dwight Lawson, Executive Director/CEO

**DATE:** June 24, 2026

**SUBJECT:** Adopt a resolution ratifying and approving an Administrative Services Agreement and an Excess Loss Insurance Placement Addendum with Healthcare Solutions Group, Inc. A 90 Degree Benefits Company, and Utilization Management Agreement and Business Associate Agreement with Medical Care Analysts, Inc., estimated cost \$143,578.80, effective July 1, 2026.

**Background:** The Oklahoma City Zoo Trust's employee benefits broker has reviewed the available health plan administration options and recommended entering into an Administrative Services Agreement and Excess Loss Insurance Placement Addendum with Healthcare Solutions Group, Inc., a 90 Degree Benefits Company, and a Utilization Management Agreement and Business Associate Agreement with Medical Care Analysts, Inc., based on projected administrative cost savings, enhanced transparency in pharmacy claims administration, and the opportunity to realize additional savings through pharmacy rebate programs. The Administrative Services Agreement, Excess Loss Insurance Placement Addendum, Utilization Management Agreement, and Business Associate Agreement are each effective July 1, 2026, for an initial term of twelve (12) months and shall automatically renew for successive renewal terms unless modified, amended, or terminated by either party in accordance with the applicable agreement's notice provisions.

Staff is requesting the Trust ratify and approve an Administrative Services Agreement and an Excess Loss Insurance Placement Addendum with Healthcare Solutions Group, Inc. a 90 Degree Benefits Company, and Utilization Management Agreement and Business Associate Agreement with Medical Care Analysts, Inc., estimated cost \$143,578.80 effective July 1, 2026.

**Recommendation:** Resolution be adopted.

## RESOLUTION

**RESOLUTION RATIFYING AND APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT AND AN EXCESS LOSS INSURANCE PLACEMENT ADDENDUM WITH HEALTHCARE SOLUTIONS GROUP, INC., A 90 DEGREE BENEFITS COMPANY, AND UTILIZATION MANAGEMENT AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT WITH MEDICAL CARE ANALYSTS, INC., ESTIMATED COST \$143,578.80, EFFECTIVE JULY 1, 2026.**

**WHEREAS**, on October 23, 2024, the Oklahoma City Zoological Trust (OCZT) adopted a resolution to receive recommendations from the OCZT benefits broker for matters related to the Oklahoma City Zoo and Botanical Garden employee health plan options; and

**WHEREAS**, the OCZT's employee benefits broker has reviewed the available health plan administration options and recommended entering into an Administrative Services Agreement and Excess Loss Insurance Placement Addendum with Healthcare Solutions Group, Inc., a 90 Degree Benefits Company, and a Utilization Management Agreement and Business Associate Agreement with Medical Care Analysts, Inc., based on projected administrative cost savings, enhanced transparency in pharmacy claims administration, and the opportunity to realize additional savings through pharmacy rebate programs; and

**WHEREAS**, the Administrative Services Agreement, Excess Loss Insurance Placement Addendum, Utilization Management Agreement, and Business Associate Agreement are each effective July 1, 2026, for an initial term of twelve (12) months and shall automatically renew for successive renewal terms unless modified, amended, or terminated by either party in accordance with the applicable agreement's notice provisions; and

**WHEREAS**, the resolution authorizes the Zoo's Executive Director/CEO to act upon health plan recommendations in the amount not to exceed \$100,000; and

**WHEREAS**, the agreements presented for OCZT approval exceed \$100,000; and

**WHEREAS**, according to the Purchasing Policies and Procedures, any purchase over \$100,000 must be forwarded to the OCZT for approval.

**NOW, THEREFORE, BE IT RESOLVED** that the Trustees of the Oklahoma City Zoological Trust ratify and approve an Administrative Services Agreement and an Excess Loss Insurance Placement Addendum with Healthcare Solutions Group, Inc., a 90 Degree Benefits Company, and Utilization Management Agreement and Business Associate Agreement with Medical Care Analysts, Inc., estimated cost \$143,578.80 effective July 1, 2026.

**ADOPTED** by the Trustees of the Oklahoma City Zoological Trust and signed by its Chairperson  
this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Trust Secretary

By: \_\_\_\_\_  
Chairperson

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

## **ADMINISTRATIVE SERVICES AGREEMENT**

This Administrative Services Agreement and accompanying exhibits and appendices which are attached hereto and incorporated herein (collectively referred to as the "Agreement") is made and entered into this 1st day of July, 2026 (the "Effective Date"), by and between Oklahoma City Zoological Trust a public trust organized and existing under the laws of the state of Oklahoma with its principal place of business at 2000 Remington Place, Oklahoma City, OK 73111 (hereinafter referred to as the "Plan Sponsor") and HealthCare Solutions Group, Inc. a 90 Degree Benefits Company, a corporation duly organized and existing under the laws of the state of Oklahoma with its principal place of business at 325 N. Main St; Muskogee, OK 74401 (hereinafter referred to as the "Plan Supervisor").

WHEREAS, it is agreed that this Agreement will automatically renew each year unless modified, amended or terminated herein as outlined hereafter;

WHEREAS, the Plan Sponsor is a public trust that sponsors a self-funded employee welfare benefit plan (the "Plan"), as amended;

WHEREAS, the Plan Sponsor desires to make available a program of health care benefits under the Plan and fund said Plan from the general assets of the employer or from a separate trust, funded through salary reductions and/or other plan or employer assets;

WHEREAS, the Plan Sponsor wishes to contract with an independent third party to perform certain services with respect to the Plan as enumerated below;

WHEREAS, the Plan Supervisor desires to contract with the Plan Sponsor to perform certain services with respect to the Plan as enumerated below;

WHEREAS, the parties intend that the Plan Supervisor shall not be deemed a "fiduciary" of the Plan within the meaning of ERISA and Plan Supervisor shall have no discretionary authority or final determinative capability with regard to benefit determinations; and

THEREFORE, in consideration of the premises and mutual covenants contained herein, the Plan Sponsor and the Plan Supervisor enter into this Agreement for administrative services for the Plan.

## ARTICLE I. DEFINITIONS

For purposes of this Agreement, the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular includes the plural and the plural includes the singular.

- 1.1 Adjudicate means, with respect to all claims submitted to the Plan, process (electronically or manually) and pay, deny or pend for additional information.
- 1.2 Claim means a request by a Claimant for payment or reimbursement for Covered Services from the Plan.
- 1.3 Claimant means any person or entity submitting expenses for payment or reimbursement from the Plan.
- 1.4 Claims Payment Account means an account established by and owned by the Plan Sponsor for payment or reimbursement for Covered Services, which Account shall be an asset of the Plan Sponsor.
- 1.5 Claims Runout means Claims that are incurred but unreported and/or unpaid as of the effective date of termination of this Agreement.
- 1.6 COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- 1.7 Covered Services means the care, treatments, services, supplies, or amounts described in the Plan Document as eligible for payment or reimbursement from the Plan.
- 1.8 Employer means Plan Sponsor (unless otherwise stated), and any successor organization, subsidiary, or affiliate of such Employer that assumes the obligations of the Employer, the Plan, and this Agreement.
- 1.9 ERISA means the Employee Retirement Income Security Act of 1974, as amended.
- 1.10 Health Care Providers means physicians, dentists, hospitals, or other medical practitioners or medical care facilities that are duly licensed and authorized to receive payment or reimbursement for Covered Services provided under the terms of the Plan.
- 1.11 Paid Claims means claims for benefits solely funded by the Plan Sponsor and submitted for processing to the Plan Supervisor and for which payment has been issued to the Claimant or assignee.
- 1.12 Plan means the self-funded employee welfare benefit plan, which is the subject of this Agreement and which the Plan Sponsor has established and maintains pursuant to the applicable Plan Document.
- 1.13 Plan Administrator means the person or organization responsible for the functions and management of the Plan. The Plan Administrator may employ persons or firms to process claims and perform other Plan-connected services. If a Plan Administrator is not appointed in the Plan Document, then the Plan Administrator is the Plan Sponsor.
- 1.14 Plan Document means the instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan which provide for the payment or reimbursement of Covered Services, as may be amended from time to time. The term Plan Document includes the Summary Plan Description, unless explicitly stated otherwise. In the event of any conflict or inconsistency between the Summary Plan Description and the Plan Document, the terms of the Plan Document will control, when permitted by law.
- 1.15 Plan Participant is any employee of Employer eligible for enrollment, and his or her covered dependents, who are properly enrolled in and entitled to benefits from the Plan. Persons eligible for enrollment are those who meet the Plan's eligibility requirements.

- 1.16 Plan Sponsor means the organization, person, or entity identified as the Plan Sponsor in the introduction to this Agreement. This term also includes the Plan Sponsor's designee, unless otherwise indicated.
- 1.17 Plan Year means the period of time specified as such in the Plan Document.
- 1.18 Utilization Management means the review and evaluation of medical necessity and appropriateness of the use of health care services, procedures or facilities utilized by a Covered Person under the terms of the Plan, as well as any other services that a vendor of Utilization Management services defines as falling within the scope of this term, upon and after execution of an agreement between the Plan and such Utilization Management vendor.

## ARTICLE II. PURPOSE OF AGREEMENT AND RELATIONSHIP OF PARTIES

- 2.1 The purpose of this Agreement is to state the terms and conditions by which the Plan Supervisor will provide administrative services to the Plan Sponsor as it relates to administration of the Plan(s).
- 2.2 The parties acknowledge that:
- (a) This is a contract for administrative services only as specifically set forth herein.
  - (b) The Plan Supervisor shall not be obligated to disburse more in payment under this Agreement than the Plan Sponsor shall have made available in the Claims Payment Account.
  - (c) This Agreement shall not be deemed to be a contract of insurance under any laws or regulations. The Plan Supervisor does not insure, guarantee or underwrite liability. The Plan Supervisor has no responsibility, and the Plan Sponsor has total responsibility, for payment of claims arising under the Plan and all expenses incidental to the Plan.
  - (d) The Plan Sponsor acknowledges and agrees that the Plan Supervisor will not be deemed to be a legal or tax advisor as a result of the performance of any of its duties under this Agreement, including but not limited to claims processing, COBRA or HIPAA administration, or payment or calculation of any applicable taxes, fees, or other assessments, or compliance with any state or federal laws including but not limited to ERISA, the Consolidated Appropriations Act, No Surprises Act, and Mental Health Parity and Addiction Equity Act. Under this Agreement, Plan Supervisor may perform actions that promote Plan Sponsor's compliance with certain laws; in such instance, Plan Sponsor remains legally responsible for compliance, while Plan Supervisor remains contractually responsible for performing the duties explicitly written within this Agreement. The Plan Supervisor makes no representation concerning the content or application of federal, state, or local laws, rules or regulations applicable to the Plan. The Plan Sponsor must seek its own counsel for legal advice and guidance.
  - (e) Except as specifically set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors; provided, however, neither party may assign this Agreement or any or all of its rights or obligations hereunder (except by operation of law) without the prior written consent of the other, which consent may not be unreasonably withheld.
  - (f) The work to be performed by the Plan Supervisor under this Agreement may, at its discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate of the Plan Supervisor or under an agreement with an organization, agent, advisor, or other person of its choosing. Unless the Plan Sponsor objects to the entity chosen, the Plan Supervisor may delegate certain portions of its work under this Agreement to any other entity. The Plan Sponsor retains final authority to decide whether said organization, agent, advisor, or other person may be retained or utilized.
  - (g) The Plan Supervisor represents that it is duly licensed as a Plan Supervisor to the extent required under applicable law and agrees to maintain such licensure at all times while this Agreement is in effect.
  - (h) The Plan Supervisor will possess, at all times while this Agreement is in effect, an in-force fidelity bond or other insurance as may be required by state and federal laws for the protection of its clients.
  - (i) The Plan Supervisor agrees to comply with any applicable state or federal statutes or regulations regarding its operations.

### ARTICLE III. RESPONSIBILITIES OF THE PLAN SUPERVISOR

The Plan Supervisor will provide the following administrative services for the Plan on behalf of the Plan Sponsor:

- 3.1 Administer the enrollment of eligible individuals and termination of Plan Participants as directed by the Plan Sponsor, subject to the provisions of this Agreement.
- 3.2 Maintain Plan records based on eligibility information submitted by the Plan Sponsor as to the dates on which a Plan Participant's coverage commences and terminates.
- 3.3 Maintain Plan records of Plan coverage applicable to each Plan Participant based on information submitted by the Plan Sponsor.
- 3.4 Maintain Plan records regarding payments of Claims, denials of Claims, and Claims pending.
- 3.5 Adjudicate Claims incurred by Plan Participants according to the terms of the Plan Document and this Agreement. These Claims will be adjudicated in accordance with accepted industry practices and the Plan Supervisor will use an industry-recognized method of determining usual, customary, and reasonable charges, if and as applicable.
- 3.6 Process with due diligence and according to the terms and conditions of the Plan Document all Claims, requests, information, and other responsibilities consistent with this Agreement as outlined herein, including COBRA and HIPAA administration, as outlined in Exhibit VIII.
- 3.7 Unless otherwise stated, adjudicate Claims incurred by Plan Participants according to the terms of the Plan Document as construed by the Plan Sponsor or Plan Administrator. The Plan Supervisor shall adhere to the administrative guidelines and standard provisions as set forth in the Plan Document and as established by the Plan Sponsor, unless instructed differently by the Plan Sponsor. Any such instructions given by the Plan Sponsor must be communicated to the Plan Supervisor in writing.
- 3.8 Unless otherwise stated, claims will be adjudicated in accordance with agreed-upon parameters, set forth within the terms of the applicable Plan Document, including – if applicable – the determination of usual, customary, and reasonable charges.
- 3.9 The Plan Supervisor reserves the right to charge an additional administration fee for adjudicating Plan provisions requiring special claims handling or considerable manual intervention, by mutual agreement of both Parties in writing. The Plan Supervisor reserves the right to acknowledge or decide, as set forth above, the validity of a Claim or the need for additional information within any time period specified by applicable laws or agreements. If additional information is needed, the Plan Supervisor will send through the U.S. Mail to the appropriate persons (with a copy to the Plan Participant) an Explanation of Benefits denying the claim pending receipt of requested information. The fact that a written request for additional information has been made will be shown on the Explanation of Benefits form. When all necessary documents and Claim form information have been received, and if the Claim has been approved, a Claim check or draft shall be remitted on the next dispersal date after funding by the Plan Sponsor and Plan Participants shall be notified in writing through the U. S. Mail of ineligible Claims received, indicating the specific Plan provisions attributable to the declination of the Claims pursuant to the written Claims review and appeal procedure in the Plan.
- 3.10 The Plan Supervisor reserves the right to increase the fees outlined within this Agreement in the event that the Plan Sponsor materially alters the Plan Document during the term of this Agreement. A material alteration is one that amends the Plan Document in such a way that it requires the Plan Supervisor to expend additional resources to properly perform its functions under this Agreement. Such increased fee must be agreed upon in writing by both parties; either party reserves the right to terminate this Agreement in accordance with Article VII if the parties cannot agree on an increased fee.

- 3.11 Provide third-party recovery services, including subrogation and reimbursement, as described within the Plan Document. The Plan Supervisor shall perform the necessary services with respect to obtaining recoveries, including, but not limited to, identifying claims, sending questionnaires, providing and receiving documentation, as applicable. The Plan Supervisor has the discretion to utilize the services of a third party in connection with such matters. Plan Sponsor acknowledges that waiver or reduction of a recovery may be necessary as a result of the particular facts or law applicable to the recovery. The Plan Supervisor shall refer requests for negotiation or waiver of a claim to the Plan Sponsor for final determination. The Plan Supervisor reserves the right to retain a nominal percentage of the net recovery to the Plan Sponsor to compensate the Plan Supervisor for increased administrative fees associated with ensuring recoveries.
- 3.12 Expedite Claim Review and Resolution. Unless otherwise stated, the Plan Supervisor will refer any doubtful or disputed claims to the Plan Sponsor for a final decision. In the event that the Plan Supervisor makes an initial determination that a claim is not eligible for payment under the Plan, and the claimant (or authorized representative or beneficiary) requests a review of such determination, the Plan Supervisor shall refer such request to the Plan Sponsor together with the relevant records in the possession of the Plan Supervisor. The Plan Sponsor shall then make a full and fair review of the claim denial as required by law and shall notify the claimant in writing of its decision on review in accordance with the time limits and other requirements of applicable law. The Plan Sponsor acknowledges that the Plan Supervisor does not represent or warrant that all determinations made by the Plan Supervisor will be accurate, and the Plan Sponsor expressly reserves for itself the ultimate authority as to claims determinations.
- 3.13 Notify the Plan Participant if any benefits are denied for services submitted on a Claim form. After receiving a notice of denial, a Plan Participant may appeal to the Plan Supervisor in accordance with the provisions of the Plan Document. The Plan Participant may also ask the Plan Supervisor to provide the Plan Participant with any records that would aid the Plan Participant in an appeal. The Plan Supervisor will review the denial in accordance with the terms of the Plan Document and render a decision. Should the Plan Participant further appeal a decision via an appeal to the Plan Sponsor, the Plan Supervisor shall assist the Plan Sponsor by providing to the Plan Sponsor the information necessary properly conduct its review.
- 3.14 In processing Claims in accordance with the Plan Document, the Plan Supervisor shall provide notice in writing when a Claim for benefits has been denied, setting forth the reasons for the denial, the right to a full and fair review of the denial under the terms of the Plan Document and applicable law, and otherwise satisfying applicable regulatory requirements governing notice of a denied Claim.
- 3.15 Process, issue, and distribute Claims checks or drafts that the Plan Supervisor determines may be due in accordance with the terms of the Plan Document to Plan Participants, Health Care Providers, or others as may be applicable.
- 3.16 In the event that the Plan Supervisor pays a Claim in good faith but in error, the Plan Supervisor shall make good faith attempts to recover any overpayments. If the Plan Supervisor is unable to recover the overpayment, the claim may be referred to a collection agency or other organization at the request and expense of the Plan Sponsor. In no event may the Plan Sponsor hold the Plan Supervisor liable for reimbursement of overpayments made in error but in good faith by the Plan Supervisor, unless specified elsewhere in this Agreement.
- 3.17 Unless otherwise stated, investigate claims when appropriate. This includes, but is not limited to, referring claims to professional consultants at the expense of the Plan. In addition, the Plan Supervisor may obtain, to the extent permitted by law, from any provider or from hospitals in which a provider's care is provided, such information and records relating to a Plan Participant as the Plan Supervisor may require to properly adjudicate a Claim. **The Plan Sponsor or its designee shall have the final authority to authorize or disallow benefit payments.**
- 3.18 In accordance with the terms of the Plan Document, coordinate benefit coverage when benefits are being provided under two (2) or more group benefit plans or group health care programs as described in the Plan Document.

- 3.19 Execute the Plan's responsibility, on the Plan's behalf, to return funds to the excess loss carrier if and when reimbursement of funds is received by Plan Supervisor and/or the Plan, via subrogation, reimbursement, or other claims recovery; after the excess loss carrier has reimbursed the Plan and in accordance with agreement(s) between the Plan and the approved excess loss carrier, if applicable.
- 3.20 Load eligibility data within three (3) business days of receipt. The Plan Supervisor will accept emergency additions and/or terminations from the Plan Sponsor on an as-needed basis. The Plan Supervisor shall not pay claims for any person unless included in the eligibility data received from Plan Sponsor or as advised by the Plan Sponsor. If applicable, all payments for services performed by a Preferred Provider Organization will be made directly to the provider. With regard to services performed by an out-of-Network provider, as defined in the applicable Policy or network agreement, when filing proof of loss, the Plan Participant may request in writing that the payment be made to the provider pursuant to an assignment of benefits. In the event there is not an assignment of benefits, all other payments shall be payable to the Plan Participant, or to the estate, except that if the person is a minor or otherwise not competent to give a valid release, payment may be made payable to his parent, guardian or other person as specified by a valid court order.
- 3.21 Document claim payments made to providers and submit the required applicable tax form for the purpose of reporting to the Internal Revenue Service.
- 3.22 Furnish to any provider or any Plan Participant, on request, a Claim form to make a claim for payment for services under the Plan.
- 3.23 If applicable, apply for, on behalf of the Plan Sponsor, a Health Plan Identifier, as defined and regulated by the Centers of Medicare and Medicaid Services (CMS).
- 3.24 When applicable, utilize the Health Plan Identifier assigned to the Plan Sponsor in standard transactions, including any required by applicable federal law or regulations.
- 3.25 The Plan Supervisor will notify the Plan Sponsor of the amount required to be prospectively deposited to the Claims Payment Account to pay the Claims liability as these Claims are paid weekly. The Plan Supervisor will notify the Plan Sponsor of the amount required to be prospectively deposited to the Claims Payment Account to pay the Claims liability as these Claims occur as outlined above.
- 3.26 Respond to Claims inquiries by a Plan Participant, the estate of a Plan Participant, an authorized member of a Plan Participant's family unit, or an authorized Health Care Provider in accordance with the requirements of Article IX and the Business Associate Agreement that is incorporated herein as Appendix D.
- 3.27 Maintain all patient information and other protected or individually identifiable health or health care information in the strictest confidence in accordance with applicable state and federal laws and any and all regulations issued thereunder, and in accordance with Article IX and the Business Associate Agreement that is incorporated herein as Appendix D.
- 3.28 If applicable, capture and provide data for IRS Form 5500 filings to the Plan Sponsor.
- 3.29 Provide a standard set of reports detailing Claims processing for the previous month, Such reports will be provided to the Plan Sponsor within ten days following the end of the previous month. Any additional reports not part of the standard reports furnished by the Plan Supervisor must be mutually agreed on by the Plan Sponsor and the Plan Supervisor, as described in Exhibit III.
- 3.30 The Plan Supervisor shall issue identification cards to each individual who enrolls in the Plan, unless otherwise agreed upon by the Plan Supervisor and the Plan Sponsor.
- 3.31 Utilization Management Services. As outlined in Exhibit IV, the Plan Supervisor will provide Utilization Management services for the Plan, including pre-certification of hospital stays, concurrent review of hospital stays, discharge planning or retrospective reviews, hospital bill audits, large case management, and any other managed care programs as agreed to between the Plan Sponsor and the Plan Supervisor.

- 3.32 Maintain a Claim file on every Claim reported to it by Plan Participants. Such files and all Plan-related information shall be made available to the Plan Sponsor for consultation, review, and audit upon reasonable notice and request, during regular business hours on business days and at the office of the Plan Supervisor. Any such audit will be at the sole expense of the Plan Sponsor.
- 3.33 Upon termination of this Agreement, all Claim files, reports, magnetic tapes, and Plan-related documentation will be remitted to the Plan Sponsor. Until that time, such records will be maintained at the principal administrative office of the Plan Supervisor or its secure storage facilities for at least seven (7) years following the termination of a Plan Year. At the end of the seven (7) year period or termination of this Agreement, if earlier, the Plan Supervisor shall notify the Plan Sponsor that these records will be destroyed unless the Plan Sponsor requests, in writing, that all or some of the records be forwarded to the Plan Sponsor.
- 3.34 The Plan Supervisor will review information supplied on a disability claim form, or similar statement, from a Health Care Provider. If a determination is made that the disability is the result of, or compensable under any applicable worker's compensation law(s), the claim will be referred to the Plan Sponsor for action as a worker's compensation claim and treated accordingly. If a determination is made that the disability is a result of, or due to, third party liability, or is the responsibility of another payor, the Plan Supervisor will consult the Plan regarding coordination of benefits, reimbursement, and/or subrogation, in accordance with the terms of the applicable Plan Document and this Agreement. The Plan Supervisor shall promptly adjust and settle such claims in accordance with accepted industry standards and shall notify the claimant of the disposition of the claim within the time period required by law. The Plan Supervisor will request periodic updates from the physician as the condition mandates.
- 3.35 Refer any doubtful or disputed Claims to the Plan Sponsor for a final decision.
- 3.36 Summary of Benefits and Coverage (SBC) preparation. In accordance with PPACA, the Plan Sponsor is required to provide Plan Participants with a Summary of Benefits and Coverage. The Plan Sponsor may elect to have the Plan Supervisor provide SBC preparation services. The SBC will be drafted in accordance with the PPACA-mandated form and regulations. If SBC preparation is elected, the Plan Supervisor requires notice of any Plan changes (90) days prior to the applicable plan year.
- 3.37 External Review and Independent Review Organizations (IROs). The Plan Supervisor has contracted with three (3) Utilization Review Accreditation Commission ("URAC") accredited IROs. The cost of the IRO review will be the responsibility of the Plan Sponsor.
- 3.38 Facilitate Consolidated Appropriations Act and No Surprises Act compliance. The Plan Supervisor shall:
- (a) Make available information regarding in-network provider rates for covered items and services, out-of-network allowed amounts and billed charges for covered items and services, and negotiated rates and historical net prices for covered prescription drugs in three separate machine-readable files;
  - (b) Maintain and distribute current network provider directories, and establish procedures to verify and correct information and to respond to Plan Participant and provider inquiries;
  - (c) Provide information to Plan Participants regarding continuity of care, as applicable;
  - (d) Provide telephone and website price comparison guidance;
  - (e) Provide website disclosures of (1) limitations on cost-sharing with respect to "surprise bills"; (2) any other requirements on non-network providers regarding the amounts the provider may charge a Plan Participant after receiving payment from the Plan, and any applicable cost sharing payment; (3) the requirements of the portion of the law relating to surprise billing; and (4) information on contacting appropriate state and federal agencies in the case that a Plan Participants believes that the provider has inappropriately balance billed the Plan Participants in violation of law;

- (f) Facilitate and manage an applicable open negotiation period between the Plan and a provider, subject to the Plan Sponsor's direction regarding negotiated settlements; and
- (g) Facilitate and manage an applicable Independent Dispute Resolution process, if validly requested for a given disputed claim.

## ARTICLE IV. RESPONSIBILITIES OF THE PLAN SPONSOR

The Plan Sponsor will:

- 4.1 Maintain current and accurate Plan eligibility and coverage records, verify Plan Participant eligibility, and submit this information every in a timely manner to the Plan Supervisor. This information shall be provided in a format reasonably acceptable to the Plan Supervisor and include the following for each Plan Participant: name, address, Social Security number, date of birth, type of coverage, sex, relationship to employee, changes in coverage, date coverage begins or ends, and any other information necessary to determine eligibility and coverage levels under the Plan. The Plan Sponsor assumes the responsibility for the erroneous disbursement of benefits by the Plan Supervisor in the event of error or neglect on the Plan Sponsor's part of providing eligibility and coverage information to the Plan Supervisor, including, but not limited to, failure to give timely notification of ineligibility of a former Plan Participant. Eligibility information may be communicated via electronic eligibility file, transmitted to the Plan Supervisor by the Plan Sponsor.
- 4.2 Unless otherwise stated, the Plan Sponsor acknowledges that it serves as Plan Administrator and fiduciary (as those terms are defined by ERISA), and shall have discretionary authority and control over the management of the Plan, and sole discretionary authority and responsibility for the administration of the Plan. The Plan Supervisor does not serve either as Plan Administrator or as a Named Fiduciary of the Plan. All functions, duties and responsibilities of the Plan Supervisor are governed exclusively by this Agreement and the Plan Document. The Plan Sponsor will resolve all Plan ambiguities and disputes relating to the Plan eligibility of a Plan Participant, Plan coverage, denial of Claims, or any other Plan interpretation questions. The Plan Supervisor will administer and adjudicate Claims in accordance with the terms of the Plan Document but will have no discretionary authority to interpret the Plan Document. If adjudication of a Claim requires interpretation of ambiguous Plan language, and the Plan Sponsor has not previously indicated to the Plan Supervisor the proper interpretation of the language, then the Plan Sponsor will be responsible for resolving the ambiguity or any other dispute. In any event, the Plan Sponsor's decision as to any Claim (whether or not it involves a Plan ambiguity or other dispute) shall be final and binding.
- 4.3 Conduct and control all enrollment meetings, maintenance of enrollment records, and distribution of enrollment materials. Pertinent enrollment information will be sent to the Plan Supervisor as agreed to by and between the parties.
- 4.4 Fund the Claims Payment Account and grant the Plan Supervisor drafting authority with respect to such Account. The Plan Supervisor shall notify the Plan Sponsor of the amount necessary to pay Claims adjudicated from the previous week and the Plan Sponsor will deposit amounts necessary to pay such claims within five (5) business days or as agreed upon by and between the parties of such notification by the Plan Supervisor. The Claims Payment Account shall be set up by the Plan Sponsor who shall execute and deliver to the Plan Supervisor, and a depository selected by the Plan Sponsor, any and all documents necessary to empower the Plan Supervisor or its vendor to act as signatory on such account.
- 4.5 Not require the Plan Supervisor, under any circumstances, to issue payment for Claims, excess loss premiums, or any other costs arising out of the subject matter of this Agreement, unless the Plan Sponsor has previously deposited sufficient funds to cover such payment.
- 4.6 Provide the Plan Supervisor with written notice of any and all revisions or changes to the Plan Document.
- 4.7 Provide and timely distribute all notices and information required to be given to Plan Participants, maintain and operate the Plan in accordance with applicable law, maintain all recordkeeping, and file all forms relative thereto pursuant to any federal, state, or local law, unless this Agreement specifically assigns such duties to the Plan Supervisor.

- 4.8 Pay, or promptly upon request reimburse the Plan Supervisor within thirty (30) days for any applicable taxes, assessments, registration fees, service charges, and other expenses related to Plan Sponsor's or the Plan's compliance with applicable law, including but not limited to the Consolidated Appropriations Act, No Surprises Act, or Mental Health Parity and Addiction Equity Act.
- 4.9 Comply with all applicable law and any agreements to which the Plan Sponsor is a party or to which the Plan Supervisor is a party on behalf of the Plan Sponsor.
- 4.10 Warrant and represent that the only entities that participate, or will participate, in the Plan are in the Plan Sponsor's controlled group of corporations, as that term is defined within ERISA.
- 4.11 Review the statement for the fees charged by the Plan Supervisor as applicable, which has been prepared in accordance with the Fee Schedule and which is attached hereto and incorporated herein and marked as Appendix A.
- 4.12 Maintain excess loss insurance with a carrier approved by the Plan Supervisor, which approval shall not be unreasonably withheld, and notify the Plan Supervisor of any termination, expiration, lapse, or modification of this insurance, if applicable within thirty (30) calendar days of such event.
- 4.13 Not hold the Plan Supervisor responsible if the Plan is deemed noncompliant with PPACA or regulations promulgated thereunder as the result of the particular benefits offered within the Plan.
- 4.14 Not copy, sell, transfer, or otherwise use the language in this Agreement to create other documents or for any purposes except those in furtherance of the purposes of this Agreement.

## **ARTICLE V. CLAIMS AUDIT**

- 5.1 At the Plan Sponsor's expense, the Plan Sponsor shall have the right to audit any Claims paid by the Plan Supervisor on behalf of the Plan Sponsor on the premises of the Plan Supervisor, during regular business hours.
- 5.2 Any errors identified and/or amounts identified as owed to the Plan Sponsor as the result of the audit shall be subject to review and approval by the Plan Supervisor prior to any reimbursements to the Plan Sponsor. Overpayments shall be credited to the Claims Payment Account.
- 5.3 Any and all Claims records or other information reviewed by the Plan Sponsor or any third-party auditor shall be treated as confidential and shall be used strictly within the parameters of the audit. In accordance with and pursuant to Oklahoma law, Plan Supervisor shall be held harmless from any action, cost, expense or liability, including reasonable attorneys' fees, which may arise out of the disclosure of any confidential information obtained through such audit and shall execute an agreement to this effect prior to conducting such audit. This indemnity shall survive termination of this Agreement.

## ARTICLE VI. PROPRIETARY INFORMATION

- 6.1 The Plan Supervisor agrees to treat all proprietary information concerning the Plan Sponsor's operations and the Plan as confidential.
- 6.2 The Plan Supervisor owns and shall own all rights, title and interest in and to the systems, procedures, methodologies and practices used by it in connection with the Claims processing, Claims payment and utilization monitoring functions of the Plan, together with any applicable provider network, the negotiated fees, terms and discounts with providers, Claims processing, Claims history and utilization data and information (collectively, the "Plan Supervisor Proprietary Information"), all of which is proprietary, confidential, and a trade secret of the Plan Supervisor. The Plan Sponsor shall have no right, title or interest in or to the Plan Supervisor Proprietary Information. The Plan Sponsor is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1, et seq.
- 6.3 The Plan owns all rights, title, and interest in and to the underlying Plan data and records of claims of all Plan Participants and Beneficiaries (the "Plan Data"). The Plan Supervisor shall have access to and shall maintain all Plan Data while this Agreement is in effect and during any period of Claims Runout. The Plan Supervisor shall retain such Plan Data until the Plan Supervisor receives a request from the Plan Sponsor for transmittal, or for a period of seven (7) years after the date of termination, whichever occurs first. The Plan Sponsor, and the Plan itself, shall have access to all Plan Data and a copy of all Plan Data in a form and format that is mutually agreed upon by the Plan Supervisor and the Plan Sponsor, and it shall be delivered to the Plan at no cost, no more than once per year and once upon termination of this Agreement.
- 6.4 Neither party shall disclose proprietary information to any other entity without the prior written consent of the party that holds the right, title and interest in the information. Nothing in this Article shall prohibit the disclosure of any information required by law, but in the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, describing the circumstances of and extent of the disclosure. This provision shall survive termination of this Agreement.

## ARTICLE VII. TERMINATION AND MODIFICATION OF AGREEMENT

- 7.1 At any time during the effective term of this Agreement, either the Plan Sponsor or the Plan Supervisor may amend or change the provisions of this Agreement. These amendments or changes must be agreed upon in advance in writing by both the Plan Sponsor and the Plan Supervisor. However, in the event of a material alteration to the Plan Document, as provided in Article III, a reasonable fee increase may be affected with written agreement.
- 7.2 This Agreement may be terminated by either the Plan Sponsor or the Plan Supervisor at any time without cause, upon giving a sixty (60) calendar day advance written notice to the other party unless both parties agree to waive such advance notice, or with a thirty (30) calendar day notice, as stated below. At the option of the party initiating the termination, the other party may be permitted a cure period (of a length determined by the party initiating the termination) to cure any default.
- In the event the Plan Sponsor fails to adhere to the terms of this section, the Plan Sponsor shall be assessed sixty (60) days of administration fees according to the Fee Schedule, in addition to run-out fees as per the Runout Agreement, if applicable.
- 7.3 The Plan Supervisor may, at its option, terminate this Agreement upon the occurrence of any one or more of the following events with thirty (30) calendar days advance written notice to the Plan Sponsor:
- (a) The Plan Sponsor fails to fund the Claims Payment Account;
  - (b) A temporary or permanent receiver is appointed by any court for all or substantially all of the Plan Sponsor's assets, the Plan Sponsor makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to the Plan Sponsor and it is not dismissed within thirty (30) days of such filing;
  - (c) The Plan Sponsor fails to pay administration fees or other fees for the services performed by the Plan Supervisor in accordance with this Agreement and Appendix A;
  - (d) The Plan Sponsor engages in any unethical business practice or conducts itself in a manner which in the reasonable judgment of the Plan Supervisor is in violation of any federal, state, or other government statute, rule, or regulation;
  - (e) The Plan Sponsor, through its acts, practices, or operations, exposes the Plan Supervisor to any existing or potential investigation or litigation; or
  - (f) The Plan Sponsor permits its excess loss insurance to lapse, whether by failure to pay premiums or otherwise.
- 7.4 The Plan Sponsor may, at its option, terminate this Agreement upon the occurrence of any one or more of the following events with thirty (30) calendar days advance written notice to the Plan Supervisor:
- (a) A temporary or permanent receiver is appointed by any court for all or substantially all of the assets of the Plan Supervisor, the Plan Supervisor makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to the Plan Supervisor and it is not dismissed within thirty (30) days of such filing;
  - (b) The Plan Supervisor engages in any unethical business practice or conducts itself in a manner that the Plan Sponsor reasonably determines to be in violation of any federal, state, or other government statute, rule, or regulation;
  - (c) The Plan Supervisor, through its acts, practices or operations, exposes the Plan Sponsor to any existing or potential investigation or litigation.

## **ARTICLE VIII. CLAIMS RUNOUT**

- 8.1 If applicable and as agreed to by and between the parties, the Plan Supervisor shall pay the Claims Runout following the date of termination of this Agreement (the "Runout Period"). Following termination of this Agreement, the terms of this Agreement shall continue to apply with respect to the processing and payment of such Claims Runout and any fees due to the Plan Supervisor as per the Runout Agreement, including the indemnification provision and the Business Associate Agreement (Appendix D). The Plan Supervisor shall forward any claims received after the Runout Period to the Plan Sponsor or other person or entity designated by the Plan Sponsor; however, the Plan Supervisor shall not be obligated to continue forwarding claims more than ninety (90) calendar days after the end of the Runout Period.

## **ARTICLE IX. HIPAA**

- 9.1 The Plan Sponsor agrees that the Plan will be in compliance with all requirements involving the use or disclosure of protected health information as provided for in 45 C.F.R. Part 164. The duties and responsibilities of the Plan Supervisor in connection with the requirements imposed by HIPAA and regulations promulgated thereunder will be set forth in Appendix D.
  
- 9.2 In the event the Plan submits claims or eligibility inquiries or any other HIPAA Covered Transaction as defined in 45 CFR Part 160 and 162 to the Plan Supervisor through electronic means, the Plan and the Plan Supervisor shall comply with all applicable requirements of HIPAA and the Plan and the Plan Supervisor shall require any of their respective agents or subcontractors to comply with all applicable requirements of HIPAA.

## ARTICLE X. MISCELLANEOUS

- 10.1 This Agreement, together with all addenda, exhibits, and appendices supersedes any and all prior representations, conditions, warranties, understandings, proposals, or other agreements between the Plan Sponsor and the Plan Supervisor hereto, oral or written, in relation to the services and systems of the Plan Supervisor, which are rendered or are to be rendered in connection with its assistance to the Plan Sponsor in the administration of the Plan. This Agreement, together with all addenda, exhibits, and appendices, constitutes the entire Administrative Services Agreement of whatsoever kind or nature existing between the parties.
- 10.2 The Plan Supervisor reserves the right to engage the services of subcontractors in its performance of any services performed hereunder with the consent of the Plan Sponsor. Plan Sponsor will not unreasonably withhold consent.
- 10.3 This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- 10.4 Neither party may assign any of its rights or obligations under this Agreement without the written consent of the other party.
- 10.5 All notices required to be given to either party by this Agreement shall, unless otherwise specified in writing, be deemed to have been given three (3) days after deposit in the U.S. Mail, first class postage prepaid, certified mail, return receipt requested.
- 10.6 No forbearance or neglect on the part of either party to enforce or insist upon any of the provisions of this Agreement shall be construed as a waiver, alteration, or modification of the Agreement.
- 10.7 Exclusivity. The Plan Sponsor warrants that the Plan Supervisor will exclusively handle these matters for the Plan Sponsor during the pendency of this Agreement.
- 10.8 Governing Law. This Agreement is entered into and governed by and construed in accordance with the laws of Oklahoma.
- 10.9 Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions shall not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Agreement shall not have substantive meaning or content and are not a part of this Agreement.
- 10.10 Dispute Resolution. All disputes under this Agreement shall be settled by arbitration pursuant to the rules of the American Arbitration Association. Arbitration may be commenced at any time by either party giving written notice to the other party that such dispute has been referred to arbitration under this Section. The arbitrator shall be selected by the joint agreement of the Plan Sponsor and Plan Supervisor, but if they do not agree within twenty (20) business days after the date of the notice referred-to above, the selection will be made pursuant to the rules maintained by the Association. Any award rendered by the arbitrator will be conclusive and binding upon the parties and is to be accompanied by a written opinion of the arbitrator giving the reasons for this award. This provision for arbitration will be specifically enforceable by the parties. The decision of the arbitrator will be final and binding and there will be no right of appeal. Each party will pay its own expenses of arbitration and the expenses of the parties will be equally shared unless, in the opinion of the arbitrator, any claim or any defense or objection was unreasonable, in which case the arbitrator may assess, as part of his award, all or any part of the arbitration expenses of the other party (including reasonable attorneys' fees) and of the arbitrator against the party raising such unreasonable claim, defense or objection.

- 10.11 Force Majeure. Neither party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, strike, labor disturbance, fire explosion, telephone network failure(s), flood or shortage or failure of suppliers. If any delay in performance under this section continues for more than thirty (30) consecutive days, the unaffected party will have the right to terminate this agreement with ten (10) days prior written notice to the affected party, unless the affected party is able to remedy its circumstances within the ten (10) day notice period.
- 10.12 Indemnification.
- (a) The Plan Supervisor will indemnify, defend, and hold the Plan Sponsor and its respective directors, officers and employees harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Plan Sponsor may suffer or incur as a result of any dishonest, fraudulent, willful misconduct, negligent, or criminal act or omission of the Plan Supervisor or its employees, or by a breach of confidentiality or right of privacy of any Plan Participant by the Plan Supervisor except for acts taken at the specific direction of the Plan Sponsor. Should the Plan Supervisor be called upon to indemnify the Plan Sponsor, it may at its discretion choose to handle any defense efforts necessary to counter claims against the Plan Supervisor and/or the Plan Sponsor which would give rise to, and necessitate, said indemnification. The Plan Supervisor shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Plan Sponsor or agents of the Plan Sponsor. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement. The remedy for payments made in error will be to seek recovery from the Plan Participant or the provider of services.
  - (b) In accordance with and pursuant to Oklahoma law, Plan Supervisor and its respective directors, officers and employees shall be held harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Plan Supervisor may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Plan Sponsor or its employees, or by the Plan Sponsor's breach of confidentiality or right of privacy of any Plan Participant except for acts taken at the specific direction of the Plan Supervisor. The Plan Sponsor shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Plan Supervisor or agents of the Plan Supervisor. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement.
  - (c) The Plan Sponsor may not hold the Plan Supervisor liable for any actual, perceived, or alleged instance of Plan Sponsor's noncompliance with any applicable law, nor for any damages, taxes, or other assessments that may be levied upon Plan Sponsor or awarded to a third party as a result. Plan Sponsor retains all compliance responsibilities related to the Plan Sponsor's business and any health plan for which Plan Sponsor is a settlor, and nothing in this Agreement may be construed otherwise.
  - (d) The Plan Supervisor will not be liable for any damages, assessments, or other contractual or other issues arising between the Plan sponsor and any vendor of the Plan Sponsor, even in the event the Plan Supervisor has suggested, introduced, or otherwise endorsed the particular vendor. Contracting with vendors and ensuring that such contracts are adhered to is ultimately the responsibility of the Plan Sponsor.
- 10.13 Damages. In no event shall the Plan Supervisor be liable for special or consequential damages, even if the Plan Supervisor was advised of, or has agreed to, the possibility of such damages. This provision is controlling over any conflicting language in any agreement between Plan Sponsor and the Plan Supervisor.
- 10.14 Survival. The Parties agree that Articles 3, 4, 5 and 10 shall survive termination of this Agreement.

- 10.15 Integration. The parties acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and conditions. This Agreement constitutes a complete and exclusive statement of the understanding between the parties with respect to its subject matter. This Agreement supersedes and overrides any and all other prior communications and agreements between the parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect. This Agreement is intended to work in concert with a Business Associate Agreement entered into by the parties to this Agreement.
- 10.16 Third Party Beneficiaries. The Plan Supervisor and the Plan Sponsor specifically acknowledge and agree that no parties shall be third party beneficiaries under this Agreement. The parties further agree that nothing under this Agreement shall impose upon the Plan Supervisor any obligation to any other party including, but not limited to, beneficiaries under the Plan or covered employees or their assignees.
- 10.17 Intellectual Property. Plan Sponsor may not reuse, redistribute, or otherwise claim the language contained within this Agreement as its own intellectual property. Plan Sponsor may not use this Agreement for any purpose other than that for which it is specifically designed.
- 10.18 Authority. Each party represents and warrants to the other that the signatory identified beneath its name below has the authority to execute this Agreement on its behalf. The parties, intending to be legally bound, have executed and delivered this Agreement as of the date set forth.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives' signatures, effective July 1, 2026.

**PLAN SUPERVISOR**

**HealthCare Solutions Group, Inc., a 90 Degree Benefits company**

BY: Sherry McCoy  
PRINTED NAME:

Sherry McCoy

TITLE: VP of Operations

DATE: June 18, 2026

**PLAN SPONSOR**

**Oklahoma City Zoological Trust**

BY: [Signature]

PRINTED NAME:

Dwight Lawson

TITLE: Executive Director/CEO

DATE: 16 June 2026

**RATIFIED AND APPROVED** by the Trustees of the Oklahoma City Zoological Trust and signed by its Chairperson this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Trust Secretary

By: \_\_\_\_\_  
Chairperson

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

## APPENDIX A – FEES & SERVICES

Plan Supervisor service(s) selected by Plan Sponsor (below), not described in the Administrative Services Agreement, effective as of **July 1, 2026**. Appendixes and/or Exhibits attached thereto, heretofore collectively referred to as the “Agreement”, shall be accompanied by a description of the service, as well as terms and limitations applicable to the service(s). Any such description, manual, or terms applicable to service(s) purchased (below) will be deemed to be part of the Agreement. See the Agreement for additional details.

Payment for Plan Supervisor services shall be due upon the 1st day of each month with a thirty (30) day grace period. See Article VII in the Agreement for payments not received by the end of the grace period.

Disputes regarding fees, deadlines, and penalties will be resolved in accordance with the terms of the Administrative Services Agreement.

**Plan Supervisor Direct Compensation:**

	<b><u>Fee(s)</u></b>
Medical Administration Fee	\$39.00 PEPM
Dental Administration Fee	N/A
Short-Term Disability Fee	N/A
HIPAA Administration (Exhibit VIII)	Included
Flex Administration Fee	N/A
Reporting (Exhibit III)	Upon Request
Run-Out Administration (Exhibit IX)	Per Run-Out Agreement
Group Set-Up Fee	\$1,000.00
Restatement of Plan Document/Summary Plan Description (Exhibit X)	\$1,500.00
834 File Set-Up Fee	N/A
Plan Amendments	\$350.00 per Amendment
Group ID Cards	\$.75/card Reprint
Compliance Fee (ACA, CAA, NSA, TiC)	\$2.21 PEPM

**Plan Supervisor Indirect Compensation:**

	<b><u>Fee(s):</u></b>
Bill Review/Claims Editing (Zelis)	11% of Savings per claim
Claims Negotiations/NSA (Zelis)	13% of Savings per claim
Claims Negotiations (The Phia Group)	5% of Savings per claim

**Broker/Consultant Direct Compensation:**

	<b><u>Fee(s)</u></b>
N/A	N/A

**NOTE:** Plan Supervisor can only disclose the compensation on benefits/policies that it pays to the Broker/Consultant. Disclosure on any additional benefits/policies is the responsibility of the Broker/Consultant.

  
 \_\_\_\_\_  
 On behalf of Plan Sponsor

16 June 2026 \_\_\_\_\_  
 Date

*\*The term PEPM above refers to Per Employee Per Month and applies only to covered employees*

## APPENDIX B – DISCLOSURE FORM

Broker/Consultant (If Applicable): Summit Financial Group  
Plan Supervisor: 90 Degree Benefits, Oklahoma

The Broker/Consultant and/or Plan Supervisor listed above will contract Related Services Agreements in conjunction with the sale of the group policy(ies) you have selected to purchase. This arrangement does not limit your Broker/Consultant and/or Plan Supervisor from marketing for other insurance companies or organizations.

The Broker/Consultant and/or Plan Supervisor may be entitled to commissions and/or marketing allowances on such contracts, expressed as a percentage of gross annual premium and/or a flat dollar amount, as follows:

SUMMIT FINANCIAL GROUP  
No Commission

90 DEGREE BENEFITS, OKLAHOMA  
No Commission

In addition to commissions, Broker or Plan Supervisor may receive additional compensation in the form of cash bonus and/or certain travel bonuses awarded by the insurance carrier or other ancillary service providers. The bonus is developed and paid by the carrier or other ancillary service providers based on several aspects of Broker's or Plan Supervisor's entire block of business with the carrier or other ancillary service providers.

The undersigned acknowledges receipt of the various proposals and the statement prior to any purchase and approves this transaction on behalf of the Plan without receiving, either directly or indirectly, any personal compensation in connection with the purchase of policies under the Plan.



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On behalf of Plan Sponsor

## APPENDIX C – SERVICE EXHIBITS

The Administrative Services Agreement, Appendixes, and Exhibits set forth below, effective as of July 1, 2026, (the “Effective Date”), are attached hereto, incorporated herein, and collectively referred to as the “Agreement.”

In addition to Articles I through X of the Administrative Services Agreement, the following Exhibits for specific services are selected by the parties to the Agreement to be part of the Agreement and are outlined below.

Fees applicable to the Agreement are set forth in Appendix A – Fees and Services, which is attached hereto and incorporated herein.

Exhibit I	Eligibility, Enrollment, Data Exchange and Billing
Exhibit II	PPO Access and Administration
Exhibit III	Reporting
Exhibit IV	Cost Reduction and Savings Programs
Exhibit V	Subrogation
Exhibit VI	Pharmacy Benefit Management
Exhibit VII	Stop-Loss Negotiation & Administration
Exhibit VIII	Cobra/HIPAA Administration
Exhibit IX	Run-Out Administration
Exhibit X	Plan Document/Summary Plan Description
Exhibit XI	Prompt Payment Discounts

These Exhibits and fee schedules applicable to selected services set forth herein are effective as of the Effective Date.

## **EXHIBIT I – ELIGIBILITY, ENROLLMENT, DATA EXCHANGE AND BILLING**

- 1.1 Plan Supervisor will provide demographic information (as described in Article III) and if applicable, current benefit elections, based upon timely receipt of such information from the Plan Sponsor. Participant and benefit information, whether electronic or hard copy, must be in a format that is reasonably acceptable to the Plan Supervisor.
- 1.2 Maintain Eligibility Records. Plan Supervisor shall maintain Plan records based upon eligibility information submitted by the Plan Sponsor in an electronic or printed format and any changes in the manner described in Article III. Plan Supervisor also shall maintain Plan records based on eligibility information submitted by the Plan Sponsor as to the dates on which a Plan Participant's coverage commences and terminates.
- 1.3 Plan records shall be maintained in accordance with generally accepted standards of insurance bookkeeping. The Commissioner of the Department of Insurance shall be entitled to inspect all books and records of the Plan Supervisor for the purpose of examinations and audits.
- 1.4 Data File Exchange. Plan Supervisor will exchange file formats and data files with third parties at Plan Sponsors request. Such exchanges may occur during Open Enrollment, or on a periodic or recurring basis throughout the Plan Year.
- 1.5 Consolidated Billing. Plan Supervisor will present all benefit bills to Plan Sponsor in a single monthly statement, accompanied by a detailed list bill. Upon remittance by Plan Sponsor, Plan Supervisor will be responsible for payments to carriers and other vendors, and will resolve credits, corrections, additions, terminations, and notifications with each carrier and vendor partners for those carriers that Plan Supervisor is the agent of record. Plan Supervisor also will be responsible for exchanging file formats and updating carrier and other vendors' eligibility.

## EXHIBIT II – PPO ACCESS AND ADMINISTRATION

- 2.1 Preferred Provider Organizations (PPO). Coordinate Preferred Provider Organization (PPO) services for the Plan Sponsor. The Plan Supervisor will submit payment on behalf of the Plan Sponsor to the vendor.
- 2.2 Service Area Access. Plan Supervisor will provide Plan Sponsor with access to the network for Covered Services rendered in the Service Area (“Service Area Access”). Each Benefit Plan that selects the network for the Service Area shall utilize the network as its primary network.
- 2.3 Repricing Services. Plan Supervisor will coordinate the repricing of claims for the Plan Sponsor.
- 2.4 Out of Area Access. Plan Supervisor will provide Plan Sponsor with access to the network for Covered Services rendered outside the Covered Person’s primary network service area.
- 2.5 Financial Responsibility of Payment to Providers. Plan Sponsor shall fund claims payable for the provision of medical services on behalf of Covered Individuals that portion of the contracted rate that exceeds the Copayment, Coinsurance and Deductible amounts specified in the applicable benefit Plan and which is not otherwise excluded or limited by such Benefit Plan.
- 2.6 Decline to Access. Plan Supervisor acknowledges that Plan Sponsor may choose to not access the network in a given instance and instead process the claims as “out of network” and in accordance with the terms of the applicable Benefit Plan. Plan Supervisor shall not be financially responsible for payment of these claims.
- 2.7 Plan Sponsor shall be deemed to be the payer for network agreement purposes and will be responsible for abiding by the terms of the applicable network agreement(s). Payment, and costs incurred by virtue of provider services, dispute resolution, and conflicts due to network agreements shall be borne solely by the Plan Sponsor.
- 2.8 If Plan Sponsor chooses not to access a Network Agreement at any time, and compensates a provider utilizing a non-network rate, the Plan Sponsor shall be solely responsible for fees and costs arising from that decision. Plan Supervisor will never be called upon to advance its own funds towards the payment of any provider.

### EXHIBIT III – REPORTING

Plan Supervisor will provide to Plan Sponsor the following reports as outlined below:

- 3.1 Weekly claims funding invoices evidencing claims submitted by providers for payment; weekly check registers evidencing payment made by plan to providers; monthly or quarterly cumulative aggregate deductible to paid claims report; monthly or quarterly summary of benefits paid report by dollar amounts; monthly or quarterly specific stop- loss report and; any other reports requested by Plan Sponsor which Plan Supervisor agrees to produce and which both parties agree to in writing.
- 3.2 The reports outlined above will be delivered to Plan Sponsor’s designated representative.
- 3.3 Weekly reports will be delivered by email on a designated day as mutually agreed upon by Plan Sponsor and Plan Supervisor. Monthly or quarterly reports will be delivered by email no later than the 10<sup>th</sup> of the month following the completion of the reporting period.
- 3.4 Reports will be produced in a format mutually agreed to by and between both parties.
- 3.5 Reports will be delivered as mutually agreed by and between both parties.
- 3.6 Plan Sponsor will provide a list of contact(s) to whom reports will be delivered, when reports are to be delivered, and to whom which report(s) should be sent.
- 3.7 Plan Supervisor will provide a contact(s) which may be contacted for a report, which will be produced and provided within a reasonable timeframe.
- 3.8 Customized reporting will be available at the Plan Sponsor’s request. A separate fee may be charged for customized reporting based on the complexity of the report requested. The Plan Supervisor will provide a quote at the time of request and a mutual agreement between both parties will be required before programming begins.

#### **EXHIBIT IV – COST REDUCTION AND SAVINGS PROGRAMS**

- 4.1 Coordinate certain inpatient and outpatient hospital and professional fee negotiation services for the Plan Sponsor. A separate fee will be charged for this service. The separate fee for fee negotiation services will be payable by the Plan Sponsor to the Plan Supervisor.
- 4.2 Plan Supervisor will review with the Plan all cost containment options and will, in writing, agree upon which services Plan Sponsor desires to utilize;
- 4.3 Plan Supervisor will, when it becomes aware of additional cost containment services, advise the Plan of these opportunities and the associated costs involved in writing;
- 4.4 If Plan elects to utilize any of the services outlined herein, Plan Supervisor shall not be liable for any violation of the terms of use.

## EXHIBIT V – SUBROGATION

- 5.1 The Plan Sponsor and Plan Supervisor hereby agree that Plan Supervisor will perform certain services in connection with the Plan regarding subrogation and reimbursement rights of the Plan for the fees stated herein.
- 5.2 Plan Supervisor shall outsource the recovery services for subrogation/reimbursement of Claims paid by the Plan to The Phia Group.
- 5.3 Subrogation services shall include direct recovery on behalf of the Plan against third parties and reimbursement services shall include recovery of Plan funds from those Covered Persons who have recovered damages from third parties; (including identification of potential subrogation and reimbursement claims, follow up questionnaires to Covered Persons and Health Care Providers, provision of a copy of subrogation forms signed by the Employee to the Plan Sponsor, provision of updated reviews of subrogation efforts, additional research as necessary, notification to Health Care Providers, Covered Persons, and their authorized representatives, settlement of claims with prior authorization from the Plan Sponsor, and other acts necessary to effectuate recovery of Plan funds).
- 5.4 The Plan Sponsor shall pay direct costs incurred by The Phia Group if written approval is given in advance by Plan Sponsor for subrogation and reimbursement services, including, but not limited to costs of consultants, outside legal counsel, and other professionals.
- 5.5 If necessary to retain outside legal counsel for recovery of Plan funds, the Plan Sponsor shall have sole discretion to select and retain legal counsel.
- 5.6 Plan Sponsor and Plan Supervisor acknowledge that negotiation or waiver of a subrogation/reimbursement claim may be necessary as a result of state or federal law or the specific facts and circumstances of the disputed Claim. The Plan Supervisor shall refer any requests for negotiation or waiver of a claim to the Plan Sponsor for final settlement.

## **EXHIBIT VI – PHARMACY BENEFIT MANAGEMENT**

- 6.1 Pharmacy Benefit Management. Plan Supervisor will trade eligibility with the pharmacy vendor partner and will accept detailed pharmacy claim data. Plan Supervisor will analyze pharmacy expenditures and offer care management and cost containment ideas for the benefit of Plan Sponsor and Plan Participants. It will further coordinate Prescription Benefit Management (PBM) services as needed.
- 6.2 Identification Cards. Plan Supervisor will provide one I. D. Card per Employee and an additional card for family coverage upon enrollment as part of its Pharmacy Benefit Management services. A fee may apply if the Plan Supervisor is required to mail the cards to individual employees' homes or an alternative address or for reprint of all ID Cards due to a change made by the Plan Sponsor. Replacement cards will be issued as necessitated by coverage changes or Employee needs.

## **EXHIBIT VII – STOP-LOSS ADMINISTRATION**

- 7.1 Notify the excess loss insurance company of any potential large Claims which may become a Claim under the excess loss coverage. On behalf of the Plan, the Plan Supervisor will file in a timely manner any Claims for benefits under the excess loss policies.
- 7.2 Promptly pay on behalf of the Plan Sponsor any premium and other notices received from the excess loss insurance company concerning the policy.
- 7.3 Responsibilities of Plan Supervisor. To the extent specified below, Plan Supervisor shall provide the services for, and shall assist the Plan Sponsor in the analysis of their stop-loss coverage, if any, as follows:
  - (a) Provide supporting claims documentation to support renewal action.
  - (b) Interpret and analyze claim information in order to make suggestions for possible plan design changes.

## EXHIBIT VIII – COBRA/HIPAA ADMINISTRATION

- 8.1 It is understood that Plan Supervisor shall *not* be responsible for the administration of COBRA.
- 8.2 Plan Supervisor's Responsibilities (in addition to Article III). To the extent specified below, Plan Supervisor shall provide the services for, and shall assist the Plan Sponsor in the administration of HIPAA, as follows:
- (a) To provide individuals a HIPAA Certificate of Creditable Coverage upon request.
- 8.3 Indemnification. Plan Supervisor, in performing its obligations under this Agreement, is acting only as an independent contractor for the Plan Sponsor. For the purposes of ERISA, COBRA and any applicable state legislation of a similar nature, the Plan Sponsor shall be deemed to be the administrator of the Plan.

The Plan Supervisor is not, nor shall it be deemed to be, the Plan Administrator or Plan Sponsor. Plan Supervisor has no discretionary authority or control with respect to the Plan and is not a fiduciary of the Plan, it being understood that Plan Supervisor's services hereunder are purely administrative functions within the framework of policies, interpretations, rules, practices and procedures set down by the Plan Sponsor.

It is understood that the legal and tax status of the Plan and COBRA requirements under applicable law are matters for determination by the Plan Sponsor and that Plan Supervisor has given Plan Sponsor no advice with respect to the legal and tax status of the Plan or compliance with COBRA and bears no responsibility therefore.

## EXHIBIT IX – RUN-OUT ADMINISTRATION

- 9.1 Run-Out Claims. Upon termination of the Administrative Services Agreement, Plan Supervisor will have no obligation to process claims received ten (10) days prior to the Termination Date, or after the Termination Date. The Plan Sponsor may request the Plan Supervisor, and the Plan Supervisor may agree, to process claims incurred prior to the Termination Date, for a pre-determined period of time. The time period during which the Plan Supervisor will process such claims shall be agreed to by both parties but shall be no less than ninety (90) days.
- 9.2 Agreement Breach. Plan Supervisor will not provide claim processing services after termination of the Agreement if the Agreement was terminated because Plan Sponsor failed to pay Plan Supervisor fees due or Plan Sponsor did not provide required funding or, at Plan Supervisor's option, when there is termination for any other reason under the Agreement.
- 9.3 Other Agreement Terms. All of the other terms of this Administrative Services Agreement will apply to these post-termination services as though the Agreement continued to be in effect.

**EXHIBIT X – PLAN DOCUMENT / SUMMARY PLAN DESCRIPTION**

- 10.1 Prepare a draft Plan Document and Summary Plan Description for review and final Approval; Plan Supervisor or its designee, will, at Plan’s request, prepare and maintain a specimen Plan Document and Summary Plan Description in a format acceptable to Plan Sponsor and subject to final approval by Plan Sponsor and Plan Sponsor’s legal counsel.
- 10.2 Draft will include a corresponding questionnaire / check-list to be used by whomever seeks to complete / customize a plan document template for use by a benefit plan, whose answers shall be used to populate the said plan document.
- 10.3 Prepare Plan Document amendments for review and final approval by Plan Sponsor.
- 10.4 Plan Sponsor agrees to print applicable documents and disperse them in accordance with applicable law; Plan Supervisor, or its designee, will furnish a master Summary Plan Description to the Plan Sponsor, either electronically or in printed form pursuant to Plan Sponsor’s direction.

**EXHIBIT XI – PROMPT PAYMENT DISCOUNTS**

WHEREAS, Plan Supervisor on behalf of Plan Sponsor entered or may enter into agreements with Healthcare Networks and/or Preferred Provider Organization Networks (the “Networks”), which enable Plan Sponsors’ plans and/or participants to receive contracted rates for medical services from Preferred Providers that are less than the Preferred Providers’ normal billed charges for such medical services;

WHEREAS, the Networks have entered into contracts with the Preferred Providers (generally, “Hospital Services Agreements”) that set forth the contract rates for the medical services provided for Plan participants that are less than the Preferred Providers’ normal billed charges;

WHEREAS, some or all of the Hospital Services Agreements may contain contractual provisions that require the Plan to pay the contract rate amount due on or before the 30th day (or 45th, as applicable) after a clean claim is received by the Administrator (the “Prompt Payment Deadline”);

WHEREAS, some or all of the Hospital Services Agreements further provide that, if the contract rate amount is not paid on or before the Prompt Payment Deadline, then the Plan may owe the Preferred Provider the normal billed charges for such medical services, which in all cases is substantially greater than the contract rate; and

THEREFORE, with respect to such Preferred Providers, Plan Sponsor agrees as follows:

Plan Sponsor authorizes Plan Supervisor to enter into agreements with Networks that adopt, assume or otherwise make Plan Sponsor a party to, or bound by, the terms of the Hospital Services Agreements, including, but not limited to, the Prompt Payment Deadline, if any.

Plan Sponsor understands that paying for medical services on or before the Prompt Payment Deadline may result in the Plan paying for medical services that are not “covered services” as that term is defined in the Plan, in order to avoid prompt payment penalties.

Plan Supervisor shall not be liable for any and all indirect, special, consequential, penalty or incidental damages in connection with or arising out of the Plan’s failure and/or refusal to pay for such Covered Services prior to the Prompt Payment Deadline, including, but not limited to, any and all liabilities, obligations, costs, claims, judgements, attorney fees, and attachments related to same.

To the extent that the Benefits Program pays for services that are not Covered Services in order to meet the Prompt Payment Deadline, the Plan Supervisor, on behalf of the Plan Sponsor, will attempt to recoup the payment and/or obtain a refund of the payment from the Preferred Provider. Since direction to pay for the medical services came from Plan Sponsor, the Plan Sponsor expressly assumes the risk and acknowledges that, in order to meet the Prompt Payment Deadlines, if any, Plan Sponsor may pay for medical services that are not Covered Services and may be required to seek reimbursement of the amounts paid to the Preferred Providers. Plan Supervisor shall not be liable for any and all indirect, special, consequential, penalty or incidental damages in connection with or arising out of the Plan’s payment for services that ultimately determined not to be Covered Services, including, but not limited to, any and all liabilities, obligations, costs, claims, judgements, attorney fees, and attachments related to same.

**Oklahoma City Zoological Trust**

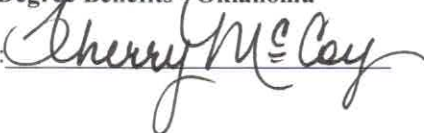
By: 

Printed Name: Dwight Lawson

Title: Executive Director/CEO

Date: June 16, 2026

**90 Degree Benefits - Oklahoma**

By: 

Printed Name: Sherry McCoy

Title: VP of Operations

Date: 6/18/26

**RATIFIED AND APPROVED** by the Trustees of the Oklahoma City Zoological Trust and signed by its Chairperson this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_

Trust Secretary

By:

\_\_\_\_\_

Chairperson

**REVIEWED** for form and legality.

\_\_\_\_\_

Assistant Municipal Counselor

Company Name: Oklahoma City Zoological Trust

Client/Group Number(s): M7032

### BUSINESS ASSOCIATE AGREEMENT

This Agreement is effective as of the Effective Date by and among Plan, Business Associate and Plan Sponsor. For purposes of this Agreement, all capitalized terms contained in this Agreement, not otherwise defined herein, shall have the meanings ascribed to them in Schedule A, attached hereto and made a part hereof.

#### RECITALS:

- A. Business Associate provides Administrative Services to Plan.
- B. Plan Sponsor sponsors Plan and provides Plan Administrative Services to Plan. In the performance of the Plan Administrative Services, Plan Sponsor requires access to PHI.
- C. HIPAA Rules and Plan require that Business Associate comply and Business Associate is willing to comply with the HIPAA Rules in connection with the performance of the Administrative Services, all upon the terms and conditions set forth herein.
- D. Plan Sponsor also desires that Business Associate disclose and Business Associate is willing to disclose Summary Health Information, enrollment/disenrollment information and PHI to Plan Sponsor and Designated Plan Sponsor Employees upon the terms and conditions set forth herein.

**NOW THEREFORE**, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for so long as Business Associate is providing the Administrative Services, unless earlier terminated pursuant to this Agreement.
2. **Permitted Uses and Disclosures of PHI on Behalf of Plan.** Plan and Business Associate hereby agree that Business Associate may, in the performance of the Administrative Services, use and disclose PHI to health care providers, other business associates of Plan, agents or subcontractors of Business Associate, and others, in any manner Plan would be permitted or required to use and disclose PHI under the HIPAA Rules if Plan were performing the Administrative Services including without limitation, for Treatment, Payment and Health Care Operations. Business Associate may de-identify PHI in accordance with § 164.514 of the HIPAA Rules, and such de-identified information is not subject to the terms of this Agreement. Business Associate recognizes and agrees that when acting as a business associate hereunder, Business Associate is obligated by law to comply with the applicable provisions of the HIPAA Rules.
3. **Permitted Uses and Disclosures of PHI for Business Associate Operations.** Plan and Business Associate hereby agree that Business Associate may use PHI, if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI for its proper management and administration or to carry out its legal responsibilities if the disclosure is required by law or if Business Associate obtains reasonable written assurances from the Person to whom PHI will be disclosed that: (a) PHI will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to such Person or only as required by law; and (b) such Person will notify Business Associate of any instances of which it becomes aware in which the confidentiality of PHI was breached. Business Associate may also use and disclose PHI to provide Data Aggregation services relating to the Health Care Operations of Plan.
4. **Disclosure of Summary Health Information and Enrollment Information to Plan Sponsor.** Plan hereby authorizes and directs Business Associate to disclose Summary Health Information and information about an individual's enrollment in or disenrollment from Plan as requested from time to time by Plan Sponsor. In disclosing Summary Health Information to Plan Sponsor hereunder, Plan hereby authorizes and directs Business Associate to, and Plan Sponsor hereby agrees Business Associate may, rely solely upon the following representations, warranties and agreements of Plan and Plan Sponsor:
  - A. Plan Sponsor shall only request Summary Health Information for the purpose of (i) obtaining premium bids from health insurers for providing health insurance coverage under Plan; or (ii) modifying, amending, or terminating Plan.
  - B. Plan has included all necessary statements in its notice of privacy practices required by the HIPAA Rules to permit Plan and Business Associate to disclose Summary Health Information to Plan Sponsor.
5. **Disclosure of PHI to Designated Plan Sponsor Employees.** Plan hereby authorizes and directs Business Associate to disclose PHI to Designated Plan Sponsor Employees as requested from time to time by Designated Plan Sponsor Employees. If requested by Plan Sponsor, Plan also authorizes and directs Business Associate to give Plan Sponsor electronic access to PHI for use by Designated Plan Sponsor Employees. In disclosing PHI to Designated Plan Sponsor Employees hereunder, Plan hereby authorizes and directs Business Associate, to, and Plan Sponsor hereby agrees Business Associate may, rely solely upon the following representations, warranties and agreements of Plan and Plan Sponsor:
  - A. The Privacy Plan Amendment has been duly adopted by all necessary or appropriate action of Plan and Plan Sponsor and is, or will be, in full force and effect on the Effective Date. Plan has included all necessary statements in its notice of privacy practices required by the HIPAA Rules to permit Plan and Business Associate to disclose PHI to Designated Plan Sponsor Employees. Plan Sponsor and Plan shall promptly notify Business Associate of any modification or amendment to the Privacy Plan Amendment. Plan Sponsor and Plan shall also promptly notify Business Associate of any additions to or deletions from the Designated Plan Sponsor Employees.

- B. Plan Sponsor shall ensure that only Designated Plan Sponsor Employees shall use or have the opportunity to use, any electronic access to PHI provided to Plan Sponsor by Business Associate hereunder.
- C. On and after the Effective Date, Plan and Designated Plan Sponsor Employees will comply in all respects with the HIPAA Rules and the Privacy Plan Amendment that are applicable to this Agreement.
- D. Designated Plan Sponsor Employees shall request only PHI from Business Associate that is the minimum necessary as required by the HIPAA Rules to perform the Plan Administrative Services.
6. **Disclosures of PHI to Privacy Officer.** Plan hereby authorizes and directs Business Associate to disclose PHI to the Plan's Privacy Officer for purposes of implementing the HIPAA Rules and as may be requested by the Privacy Officer from time to time. In disclosing PHI to the Plan's Privacy Officer, Plan hereby authorizes and directs Business Associate to, and Plan Sponsor hereby agrees Business Associate may, rely solely upon the following representations, warranties and agreements of Plan and Plan Sponsor: All necessary actions under the HIPAA Rules have been performed to permit the Plan's Privacy Officer to have access to the PHI as described herein.
7. **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request. Business Associate and Plan acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HIPAA Rules. Plan shall notify Business Associate of:
- (i) any limitation(s) in the notice of privacy practices of Plan under the HIPAA Rules, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
  - (ii) any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
  - (iii) any restriction on the use or disclosure of PHI that Plan has agreed to or is required to abide by under §164.522 of the HIPAA Rules, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- Furthermore, Plan agrees to notify Business Associate prior to Plan's agreement to any of the forgoing changes, limitations, revocations, or restrictions.
8. **Unauthorized Use or Disclosure.** Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law.
9. **Privacy and Security Safeguards.** Business Associate will develop, implement, maintain and use appropriate safeguards to comply with the HIPAA Rules and prevent use or disclosure of PHI (including electronic PHI) other than as provided in this Agreement or as required by law.
10. **Subcontractors and Agents.** Business Associate will ensure that any of its subcontractors and agents (to whom Business Associate provides PHI in connection with the Administrative Services) agrees to the same restrictions and conditions that apply to Business Associate hereunder, through a written agreement in accordance with §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, of the HIPAA Rules.
11. **Compliance with Standard Transactions.** If Business Associate conducts, in whole or in part, Standard Transactions for or on behalf of Plan, Business Associate will comply and will require any of its subcontractors or agents involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 CFR Part 162. Business Associate will not enter into or permit its subcontractors or agents to enter into any trading partner agreement in connection with the conduct of Standard Transactions for, or on behalf of, Plan that: (a) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (b) adds any data elements or segments to the maximum defined data set; (c) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (d) changes the meaning or intent of the Standard Transaction's implementation specification.
12. **Plan Access to PHI.** Upon receipt of a request from Plan, and in accordance with the written policies of Business Associate then in effect, Business Associate will promptly make available to Plan or, at Plan's direction, to the individual requesting PHI (or the individual's personal representative) for inspection and obtaining copies of any PHI (including electronic copies of PHI in a designated record set as necessary) about said individual that is in Business Associate's custody or control, so that Plan may meet its access obligations under §164.524 of the HIPAA Rules.
13. **Amendment of PHI.** Business Associate will, upon receipt of notice from Plan, and in accordance with the written policies of Business Associate then in effect, promptly amend or permit Plan access to amend any portion of PHI, so that Plan may meet its amendment obligations under §164.526 of the HIPAA Rules. If authorized by Plan, Business Associate will, upon receipt of a request from the individual requesting amendment to his PHI, promptly amend such PHI so that Plan may meet its amendment obligations under §164.526 of the HIPAA Rules.
14. **Disclosure Accounting.** Except for Excepted Disclosures, Business Associate will record the Disclosure Information for each disclosure of PHI that Business Associate makes to any Person. Business Associate need not record Disclosure Information or otherwise account for Excepted Disclosures. Upon receipt of a request from Plan and in accordance with the written policies of Business Associate then in effect, Business Associate will make available to Plan, or at Plan's direction, to the individual requesting the disclosure accounting, the Disclosure Information for the six (6) years preceding Plan's request for the Disclosure Information (except for disclosures occurring before the Effective Date), so that Plan may meet its disclosure accounting obligations under §164.528 of the HIPAA Rules.
15. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of PHI under this Agreement available to the U.S. Department of Health and Human Services for the purposes of determining Plan's compliance with the HIPAA Rules.

16. **Reports to Plan.** Business Associate will report to Plan promptly any use or disclosure of PHI that violates this Agreement of which Business Associate become aware, including breaches of unsecured PHI as required by §164.410 of the HIPAA Rules, and any Security Incident of which it becomes aware. Business Associate will further provide to Plan, in writing, such details concerning the incident in question as Plan may reasonably request.

In addition, Business Associate will report, without unreasonable delay but in no case later than 60 days following discovery of the breach, to the Plan's Privacy Official, any breach of unsecured protected health information. If instructed by Plan, Business Associate will, on behalf of Plan, provide all notifications of breaches of unsecured protected health information as required in accordance with Subpart D of 45 C.F.R. Part 164, to the extent that the breached unsecured protected health information was in the possession of Business Associate or a subcontractor or agent of Business Associate. The terms "breach" and "unsecured protected health information" shall have the meanings scribed to them in the HIPAA Rules.

17. **Termination of Agreement for Cause.** In the event of a breach of a material term of this Agreement by Business Associate, Plan shall have the right to terminate this Agreement by providing to Business Associate written notice of termination setting forth the details of the incident that is the basis for such termination. Business Associate shall have the right to cure any such breach within thirty (30) days from its receipt of said notice of termination (the "Cure Period"). A failure by Business Associate to cure such breach within the Cure Period shall constitute a breach of this Agreement entitling Plan to terminate this Agreement at any time after the Cure Period by providing to Business Associate written notice thereof specifying the effective date of termination. Plan, Business Associate and Plan Sponsor hereby agree that, upon termination of this Agreement, the ASA shall terminate and Business Associate shall have no further obligation to perform the Administrative Services.

18. **Obligations upon Termination.**

- A. **Return or Destruction.** Upon termination or expiration of this Agreement, Business Associate will, if feasible, return to Plan or destroy all PHI, in whatever form or medium (including any electronic medium under Business Associate's custody or control), including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of PHI. Business Associate will, in accordance with the written policies of Business Associate then in effect, complete such return or destruction as promptly as possible after the effective date of the termination or expiration of this Agreement. Business Associate will limit its further use or disclosure of PHI to those purposes that make return or destruction infeasible.
- B. **Continuing Privacy and Other Obligations.** Business Associate's obligation to protect the privacy of PHI hereunder will be continuous and survive termination or expiration of this Agreement. The obligations of the parties hereto under Sections 12, 13, 14, 18 and 19 of this Agreement shall survive the termination or expiration of this Agreement.

19. **Indemnification.**

- A. **Indemnification by Plan Sponsor.** Plan Supervisor and its representative directors, officers, and employees shall be held harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Plan Supervisor may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Plan Sponsor or its employees, or by the Plan Sponsor's breach of confidentiality or right of privacy of any Plan Participant except for acts taken at the specific direction of the Plan Supervisor. The Plan Sponsor shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Plan Supervisor or agents of the Plan Supervisor. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement.
- B. **Indemnification by Business Associate.** Business Associate hereby agrees to indemnify, defend and hold harmless Plan (including, without limitation, its employees, agents, successors and assigns) from and against any and all claims, causes of action, liabilities, damages, costs, or expenses (including without limitation, attorneys' fees, court costs, costs of administrative or other proceedings, and costs of investigation) arising out of or related to a breach of any of the terms and provisions of this Agreement by Business Associate or any party acting by or through Business Associate (including, without limitation, Business Associate's agents, employees, representatives, contractors or subcontractors).

20. **Modification and Amendment.** Except as expressly modified or amended herein, all other terms and conditions of the ASA shall remain in full force and effect. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the parties; provided, that in the event the provisions of this Agreement shall conflict with the requirements of applicable law concerning the use, handling, disclosure and/or treatment of PHI (including, without limitation, the HIPAA Rules), as such laws may be modified, amended, or superceded from time to time, this Agreement shall be deemed amended as necessary to conform to such legal requirements at all times.

21. **No Third Party Beneficiaries.** This Agreement is entered into by and among Plan, Plan Sponsor and Business Associate for the exclusive benefit of each of the parties hereto. This Agreement shall not be construed to confer any rights or remedies upon any Person, except the parties hereto and their respective officers, directors, shareholders, employees, agents, successors and assigns.

22. **Conflicts.** The terms and conditions of this Agreement will override and control any conflicting terms and conditions in the ASA related to the privacy and security of PHI.

[Signatures on next page]



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date, in multiple originals on the date written below.

COMPANY NAME

Oklahoma City Zoological Trust \_\_\_\_\_ Group Health Plan(s)

*(Insert Company Name)*

By:  \_\_\_\_\_  
Signature

Dwight Lawson

Date: 16 June 2026

*Please print name*

BUSINESS ASSOCIATE:

By:  \_\_\_\_\_  
Signature

Title: Sherry McCoy, VP of Operations

Date: 6/18/26

*Please print name*

**SCHEDULE A  
TO  
BUSINESS ASSOCIATE AGREEMENT**

For purposes of this Agreement, all capitalized terms contained in this Agreement shall have the following meanings:

**“Administrative Services”** shall mean the administrative services that Business Associate provides to or on behalf of Plan in connection with administering the benefits provided by Plan as claims administrator of Plan under the ASA.

**“ASA”** shall mean one or more administrative services agreements (including any implementation or Enrollment Agreement between Business Associate and Plan Sponsor) which may be entered into by and between Business Associate and Plan Sponsor, from time to time, pursuant to which Business Associate provides the Administrative Services, as the same may be modified, amended, renewed or superceded.

**“Business Associate”** shall mean HealthCare Solutions Group, Inc. dba 90 Degree Benefits, Oklahoma

**“Data Aggregation”** shall have the meaning set forth in §164.501 of the HIPAA Rules.

**“Designated Plan Sponsor Employees”** shall mean those persons designated in writing by Plan to Business Associate, on or before the Effective Date, as being included within the class of employees or other workforce members under the control of Plan Sponsor designated in the Privacy Plan Amendment that are authorized to use and disclose PHI in accordance with the Privacy Plan Amendment.

**“Disclosure Information”** shall mean the information described in §§164.528(b)(2)-(3) of the HIPAA Rules.

**“Effective Date”** shall mean the effective date of the ASA.

**“Excepted Disclosures”** shall mean disclosures of PHI by Business Associate set forth in §164.528(a)(1) of the HIPAA Rules.

**“Health Care Operations”** shall have the meaning set forth in §164.501 of the HIPAA Rules.

**“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**“Payment”** shall have the meaning set forth in §164.501 of the HIPAA Rules.

**“Person”** shall include individuals, trusts, estates, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, unincorporated associations, and governmental agencies and organizations. Person shall not include Plan, Plan Sponsor or Business Associate.

**“PHI”** shall mean Protected Health Information that Business Associate receives from, or creates or receives for, or on behalf of Plan in connection with the performance of the Administrative Services.

**“Plan”** shall mean one or more group health plans sponsored by Plan Sponsor to which Business Associate provides the Administrative Services.

**“Plan Administrative Services”** shall mean the plan administrative services performed by Plan Sponsor pursuant to the plan documents of Plan, including the Privacy Plan Amendment.

**“Plan Sponsor”** shall mean the entity who sponsors the Plan and who has executed this Agreement (by its duly authorized representative) on the signature line designated for the Plan Sponsor on the execution page of this Agreement.

**“Privacy Plan Amendment”** shall mean that amendment to the plan documents of Plan that complies in all respects with the requirements set forth in §164.504(f)(2) of the HIPAA Rules and for which Plan has received a written certification as required by the HIPAA Rules, on or before the Effective Date.

**“Protected Health Information”** shall have the meaning set forth in §160.103 of the HIPAA Rules.

**“Security Incident”** shall have the meaning set forth in §164.304 of the HIPAA Rules. However, unless otherwise requested by Plan, Security Incident does not include “trivial incidents” that occur on a daily basis and do not represent a material threat to the confidentiality, integrity, or availability of PHI covered by this Agreement (such as scans or pings of Business Associate’s computers or computer networks).

**“Summary Health Information”** shall have the meaning set forth in §164.504(a) of the HIPAA Rules.

**“Treatment”** shall have the meaning set forth in §164.501 of the HIPAA Rules.

**RATIFIED AND APPROVED** by the Trustees of the Oklahoma City Zoological Trust and signed by its Chairperson this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Trust Secretary

By: \_\_\_\_\_  
Chairperson

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

**EXCESS LOSS INSURANCE PLACEMENT ADDENDUM**

**THIS EXCESS LOSS INSURANCE PLACEMENT ADDENDUM** (the “Addendum”) is incorporated into and made a part of the Administrative Services Agreement entered into between HealthCare Solutions Group a 90 Degree Benefits Company (“Claims Administrator”) and Oklahoma City Zoological Trust (“Plan Sponsor”) (together, the “Parties”), which was made effective as of July 1, 2026.

**WHEREAS**, Claims Administrator performs certain administrative services on behalf of Plan Sponsor;

**WHEREAS**, Plan Sponsor may utilize an excess loss carrier of its choice, and any such vendor election is at the sole discretion of Plan Sponsor; and Plan Sponsor may have elected to utilize the services of an excess loss carrier that has been neither placed nor specifically endorsed by the Claims Administrator; and

**WHEREAS**, the Parties seek to clarify the liability resulting from any potential excess loss claim denials;


**THEREFORE**, in consideration of the terms and conditions set forth herein, the Parties agree as follows.

- I. Election of Carrier.** Plan Sponsor acknowledges that the election of any excess loss carrier is at the discretion of Plan Sponsor, and the applicable policy must be specifically accepted by Plan Sponsor, regardless of whether such carrier was placed or recommended by Plan Sponsor’s broker (if applicable), Claims Administrator, or otherwise.
- II. Claims Administrator’s Duties.** Claims Administrator shall assist Plan Sponsor as necessary in compiling information and submitting excess loss claims to Plan Sponsor’s chosen excess loss carrier. Claims Administrator will also assist in appealing denials or limitations as appropriate.
- III. Excess Loss Denials.** In the event Plan Sponsor’s chosen excess loss carrier adjudicates a given excess loss claim as denied or partially denied, or if reimbursement pursuant to the applicable excess loss policy is otherwise limited in any way, Plan Sponsor acknowledges that the Claims Administrator has no responsibility for any determination made by the excess loss carrier.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the Effective Date.

**Plan Sponsor**  
**Oklahoma City Zoological Trust**

**Claims Administrator**  
**HealthCare Solutions Group a 90 Degree Benefits Company**

Signature: 

Name: Dwight Lawson

Title: Executive Director/CEO

Date: 16 June 2026

Signature: 

Name: Sherry McCoy

Title: VP of Operations

Date: 6/18/26

**RATIFIED AND APPROVED** by the Trustees of the Oklahoma City Zoological Trust and signed by its Chairperson this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_

Trust Secretary

By:

\_\_\_\_\_

Chairperson

**REVIEWED** for form and legality.

\_\_\_\_\_

Assistant Municipal Counselor

## UTILIZATION MANAGEMENT AGREEMENT

This Utilization Management Agreement ("Agreement") is made by and between **OKLAHOMA CITY ZOOLOGICAL TRUST** ("Plan Sponsor"), a public trust organized under the laws of the State of Oklahoma and **MEDICAL CARE ANALYSTS, INC.** ("MCA"), an Oklahoma corporation, by MCA'S acceptance of Plan Sponsor's attached Application.

In consideration of the mutual covenants contained herein, the adequacy of which is hereby acknowledged, and intending to be legally bound hereby, Plan Sponsor and MCA agree as follows:

1. **PURPOSE**. Plan Sponsor desires to obtain Utilization Management Services and Other Services for the management of health care claims for the participants of the Oklahoma City Zoological Trust Employee Medical and Dental Plan. MCA desires to provide Utilization Management Services and such Other Services as described in Exhibit I herein as applied for by Plan Sponsor pursuant to this Agreement.
2. **TERMS**. This Agreement shall commence on the date set forth on the "Application for Utilization Management Services" and shall be for a period of not less than twelve (12) months and shall automatically renew for successive twelve (12) month periods thereafter, provided, however, that either party may terminate this Agreement by giving notice to the other party at least sixty (60) days prior to annual date of renewal or requested date of termination.
3. **OBLIGATIONS AND SCOPE OF SERVICE OF MCA**.
  - A. MCA agrees that for the Term of this Agreement MCA will provide to Plan Sponsor the Utilization Management Services and such Other Services as applied for by Plan Sponsor outlined in Exhibit II with respect to medical care proposed for covered participants of the Plan. MCA will perform such services, in accordance with the terms and conditions of the Plan, using generally recognized criteria and standards for the purpose of providing Plan Sponsor with a professional, objective assessment as to its medical necessity for and appropriateness of proposed, ongoing, or completed medical care to participants. MCA will provide written or verbal notification of such assessment to the treating provider, facility and patient with a disclaimer regarding eligibility and guarantee of payment. MCA and Plan Sponsor agree that final determination as to payment or denial of payment for any services and/or authorization for delivery of any health care services shall be the responsibility of the Plan Sponsor.
  - B. MCA agrees to secure or provide the services of licensed physicians as reasonably required to act in the capacity of advisors and consultants to assist in making review determinations.

- C. MCA agrees to provide a nationwide toll-free number as well as a telephonic answering system to be utilized during non-business hours, holidays, and other closed office situations.
- D. MCA agrees to maintain proper licensure as well as professional liability insurance and Commercial General Liability including, but not limited to, bodily injury, property damage, products/completed operations and personal & advertising injury, with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate. A Certificate of Insurance shall be presented to the Plan Sponsor prior to the execution of the Agreement
- E. MCA agrees to maintain records for eight (8) years or for any greater period required by law. Such records shall remain confidential and may be reviewed and audited by the Plan Sponsor, reinsurer, or by agencies or individuals mutually authorized by the parties, provided that Plan Sponsor and MCA shall comply with all legal requirements regarding privacy of such data or records concerning participants.
- F. MCA will provide upon request by Plan Sponsor, written records of its activities under this Agreement, as outlined in Exhibit I. These shall consist of the standard reports ordinarily and customarily provided by MCA. Special reports or additional management reports may be provided at the written request of the Plan Sponsor, after both parties have mutually agreed upon a reasonable fee for such additional services and reports.
- G. These obligations and services shall be known as MCA's "Obligations."

#### 4. **OBLIGATION OF PLAN SPONSOR.**

- A. Plan Sponsor authorizes MCA to act on Plan Sponsor's behalf in performing Utilization Management Services and such Other Services as applied for by Plan Sponsor as outlined in Exhibit II herein, allow access to all medical, financial, and personal data relevant to a medical claim, and other documents and information pertaining to participants, including but not limited to, any general statistical or summary data and benefit schedules or plan documents relative to the particular Utilization Management Services requested.
- B. Plan Sponsor shall compensate MCA for their Obligations, as per the Exhibit I fee schedule herein, within thirty (30) business days following receipt of the monthly bill from MCA.

- C. Plan Sponsor shall also be responsible for and remit to MCA costs incurred for special reports or services requested and approved by Plan Sponsor, with payment due thirty (30) days from date of payment request by MCA.
  - D. Plan Sponsor shall be solely responsible for compliance with all laws including the Internal Revenue Code.
  - E. These obligations and services shall be known as Plan Sponsor's "Obligations".
5. **EXCLUSIVE VENDOR.** MCA enters into this Agreement on the basis and with the understanding that the Plan Sponsor uses the services of MCA as its sole and exclusive vendor of Utilization Management Services as outlined herein except for certain Utilization Management Services provided by Plan Sponsor's Pharmacy Benefit Manager (PBM).
6. **CONFIDENTIALITY.**

- A. The Plan Sponsor is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1, et seq. Any communications relating to MCA's Obligations rendered pursuant to this Agreement for distribution by MCA or the Plan Sponsor to plan participants, providers, or the general public will be released only after consultation between MCA and the Plan Sponsor. The only exceptions are MCA's and the Plan Sponsor's communications to such participant or provider(s) regarding review decisions or the review procedures to be utilized under this Agreement.

The data furnished in accordance with this Agreement is confidential information and any use, disclosure, publication, or revealing by either party of such data, to any person, organization, firm, or government agency contrary to law or to the provisions of the Agreement shall obligate the party failing to hold said data on a confidential basis, in accordance with and pursuant to Oklahoma law, to indemnify and hold harmless the other party from any claim, injury, damage, liability, judgment, and expense of revealing said data occurring during the terms of this Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by other party seeking indemnity.

- B. In the event either party is served with a subpoena, request for production of documents, or similar legal process relating to review decisions or the review mechanisms to be utilized or modified under this Agreement, such party shall promptly notify the other party of the services of such process so that such other party may determine whether any of its confidential data or information may be included in materials sought by such subpoena, request, or process.

Such party may, at its own expense, take such legal action as it deems necessary to preserve the confidentiality of its data or information.

7. **INDEMNITY.**

- A. MCA shall be solely responsible for its review decisions and those of its employees, agents, or other representatives.
- B. The Plan Sponsor shall be solely liable for its payments and decisions and those of its employees, agents, or other representatives.
- C. In accordance with and pursuant to Oklahoma law, MCA shall be held harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that MCA may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Plan Sponsor or its employees.
- D. MCA shall indemnify and hold harmless the Plan Sponsor and its directors, agents, officers, or employees from and defend against any and all claims, lawsuits, judgments, settlements, and expenses, including reasonable attorney fees, caused by the negligence or willful misconduct of MCA.

- 8. **SUCCESSORS OR ASSIGNS.** This Agreement is binding upon the parties, their successors, and assigns. Written notice of any change in ownership, management, etc., shall be promptly given by the party experiencing the change to the other party.
- 9. **NOTICES.** Except as otherwise provided herein, all notices under this Agreement shall be in writing and shall be effective either upon personal delivery or by certified mail to the last known address of the party to whom notice is to be given.
- 10. **COUNTERPARTS.** This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.
- 11. **SEVERABILITY.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
- 12. **GOVERNING LAW AND ARBITRATION.** Notwithstanding the place of execution, this Agreement shall be governed by the laws of the State of Oklahoma. All disputes arising out of or in connection with this Agreement shall be resolved by the rules of procedure for arbitration of the American Health Lawyers Association alternative dispute resolution service.

13. **ENTIRE AGREEMENT.** This Agreement, including the "Application for Utilization Management Services" and Exhibits I and II, and any subsequently executed "Application for Utilization Management Services" contains the entire understanding between the parties hereto concerning the subject matter herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not herein disclosed.

14. **INTERPRETATION.** This Agreement is being entered into between competent and experienced business people who have reviewed the Agreement and have been given an opportunity to consult with counsel. Therefore, any ambiguous language in this Agreement shall not be construed against a party because it drafted this Agreement or any provision therein.

In the event any provision of this Agreement conflicts with law or if any provision shall be held illegal or unenforceable or partially illegal or unenforceable by a court with jurisdiction over the parties to this Agreement, then such provision shall be construed and enforced to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given effect separately therefrom and shall not be affected thereby.

**EXHIBIT I  
OF  
UTILIZATION MANAGEMENT AGREEMENT**

**UTILIZATION MANAGEMENT SERVICES:**

CAPITATED FEES INCLUDE: Rates Set Forth on Application Page

- Pre-Admission Certification
- Outpatient Pre-Certification
- Inpatient Medical/Surgical and Psychiatric/Substance Review
- Second Surgical Opinion
- Data Reports
- Discharge Planning
- Concurrent Review
- Retrospective Review
- Provider Channeling
- Reconsideration and Appeal

**OTHER SERVICES:**

- |                              |                                     |
|------------------------------|-------------------------------------|
| ◦ Case Management            | Rates Set Forth on Application Page |
| ◦ Medical Peer Review        | Rates Set Forth on Application Page |
| ◦ Rapid Nursing Assessment   | Rates Set Forth on Application Page |
| ◦ All MCA Negotiated Savings | Rates Set Forth on Application Page |

**EXHIBIT II  
OF  
UTILIZATION MANAGEMENT AGREEMENT**

**Utilization Management Services**

**Pre-Admission Certification:**

The process of validating the medical necessity of a proposed acute hospital admission or emergency treatment.

**Outpatient Pre-Certification:**

A requirement by some health benefit plans to have any outpatient surgical procedures pre-certified for medical necessity. Upon notification of a planned outpatient surgery, MCA will validate the medical necessity of such procedure.

**Inpatient Review - Medical/Surgical:**

Preauthorization of the medical necessity of an inpatient admission in acute care hospital. An admission is classified as inpatient when the provider charges an actual "room and board" rate, rather than an "observation" rate for each night the patient is confined.

**Inpatient Review - Psychiatric/Substance:**

The pre-certification and concurrent review for acute hospital confinement for patients with a psychiatric disorder or drug or alcohol abuse. This shall include partial hospitalization as well as alternate treatment plans.

**Second Surgical Opinion:**

Case Management may recommend a second opinion by another Board-Certified Physician regarding the current treatment of a specific Illness or Disease.

**Data Reports (Available Upon Request):**

- Pre-Certification reports
- Large Case Management reports
- Utilization Review reports

**Discharge Planning:**

The process of evaluating anticipated home or aftercare needs of patients confined in the hospital.

**Concurrent Review:**

The process of validating the medical necessity and appropriateness of continued stay after the initial certification has expired.

**Retrospective Review:**

The process of validating the medical necessity and appropriateness of a hospital confinement or a procedure after the patient has been confined or the procedure has been completed. Retrospective Reviews are generally done by medical record review.

**EXHIBIT II  
OF  
UTILIZATION MANAGEMENT AGREEMENT (cont'd.)**

**Provider Channeling:**

The process by which the nurse reviewer educates the patient of the benefits of utilizing a PPO network provider, including Provider Partners, if applicable.

**Reconsideration and Appeal:**

The process by which a patient can request an outside review by a physician for a denial of a pre-service claim for reasons such as Medical Necessity, Experimental and Investigational, appropriateness of care, etc.

**Other Services**

**Case Management:**

The process of working directly with patients, their families, and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patient with catastrophic and chronic conditions.

**Medical Peer Review:**

A review of physician bills, treatment plans, and/or medical or surgical fees for medical necessity, and/or usual and customary fees.

**Rapid Nursing Assessment:**

A brief summary describing a patient's current medical status. Can be used for a multitude of reasons. Performed by nursing personnel, usually the same day as requested.

**MCA Negotiated Savings:**

MCA will receive 15% of all negotiated savings when performed by MCA personnel up to a maximum of \$5,000 per claim as shown on the Application.

**MEDICAL CARE ANALYSTS, INC.**

**APPLICATION FOR UTILIZATION MANAGEMENT SERVICES**

This Application for Utilization Management Services is made effective the 1<sup>st</sup> day of July 2026, by and between OKLAHOMA CITY ZOOLOGICAL TRUST ("Plan Sponsor") and MEDICAL CARE ANALYSTS, INC. ("MCA"). The Plan Sponsor hereby applies to MCA to engage the services of MCA to provide utilization management services for Plan Sponsor's participants or Plan Sponsor's Medical Health Plan. Plan Sponsor requests that MCA provide these services for the management of health care claims. Utilization Management is defined as the services listed below.

- Utilization Management Services: \$2.50 Per Employee, Per Month – Includes:
  - Pre-Admission Certification
  - Outpatient Pre-Certification
  - Inpatient Medical/Surgical and Psychiatric/Substance Review
  - Second Surgical Opinion
  - Data Reports
  - Discharge Planning
  - Concurrent Review
  - Retrospective Review
  - Provider Channeling
  - Reconsideration and Appeal
  
- Other Services
  - Case Management \$130.00 per hour
  - Medical Peer Review \$200.00 per hour
  - Medical Care Analysts Negotiations 15 % of savings (\$5,000 max)
  - Outside Negotiations 25 % of savings
  - Rapid Nursing Assessment \$130.00 per hour
  - Dialysis Negotiation Maintenance Fee \$1,000 per month

Precertification in accordance with terms of Plan Sponsor's Medical Health Plan

**APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT:**

1. This Application shall not constitute an agreement binding on MCA until such time as it is accepted by MCA;
2. Upon such Acceptance by MCA, the description of the Utilization Management Agreement which sets forth the utilization management services to be performed by MCA is incorporated by reference as if fully set forth herein; and
3. The Term of this Application shall begin on the date set forth above upon Acceptance below.

The Utilization Management Agreement will renew annually in connection with the plan year renewal, provided, however, that either party may terminate this Agreement by giving notice to the other party at least sixty (60) days prior to annual date of renewal. This Application shall be attached to and become a part of the Utilization Management Agreement and shall supercede and replace in its entirety any prior "Application for Utilization Management Services."

IN WITNESS WHEREOF, Plan Sponsor has executed this Application on the 18<sup>th</sup> day of June, 2026.


"Plan Sponsor"  
**OKLAHOMA CITY ZOOLOGICAL TRUST**



Dwight Lawson, Executive Director/CEO  
(Name and title)

Date: 18 June 2026

Accepted by:  
**MEDICAL CARE ANALYSTS, INC. By:**

By:   
Sherry McCoy, VP of Operations  
(Name and title)

Date: 6/18/26

**RATIFIED AND APPROVED** by the Trustees of the Oklahoma City Zoological Trust and signed by its Chairperson this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Trust Secretary

By: \_\_\_\_\_  
Chairperson

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

Company Name: Oklahoma City Zoological Trust

Client/Group Number(s): M7032

### BUSINESS ASSOCIATE AGREEMENT

This Agreement is effective as of the Effective Date by and among Plan, Business Associate and Plan Sponsor. For purposes of this Agreement, all capitalized terms contained in this Agreement, not otherwise defined herein, shall have the meanings ascribed to them in Schedule A, attached hereto and made a part hereof.

#### RECITALS:

- A. Business Associate provides Administrative Services to Plan.
- B. Plan Sponsor sponsors Plan and provides Plan Administrative Services to Plan. In the performance of the Plan Administrative Services, Plan Sponsor requires access to PHI.
- C. HIPAA Rules and Plan require that Business Associate comply and Business Associate is willing to comply with the HIPAA Rules in connection with the performance of the Administrative Services, all upon the terms and conditions set forth herein.
- D. Plan Sponsor also desires that Business Associate disclose and Business Associate is willing to disclose Summary Health Information, enrollment/disenrollment information and PHI to Plan Sponsor and Designated Plan Sponsor Employees upon the terms and conditions set forth herein.

**NOW THEREFORE**, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for so long as Business Associate is providing the Administrative Services, unless earlier terminated pursuant to this Agreement.
2. **Permitted Uses and Disclosures of PHI on Behalf of Plan.** Plan and Business Associate hereby agree that Business Associate may, in the performance of the Administrative Services, use and disclose PHI to health care providers, other business associates of Plan, agents or subcontractors of Business Associate, and others, in any manner Plan would be permitted or required to use and disclose PHI under the HIPAA Rules if Plan were performing the Administrative Services including without limitation, for Treatment, Payment and Health Care Operations. Business Associate may de-identify PHI in accordance with § 164.514 of the HIPAA Rules, and such de-identified information is not subject to the terms of this Agreement. Business Associate recognizes and agrees that when acting as a business associate hereunder, Business Associate is obligated by law to comply with the applicable provisions of the HIPAA Rules.
3. **Permitted Uses and Disclosures of PHI for Business Associate Operations.** Plan and Business Associate hereby agree that Business Associate may use PHI, if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI for its proper management and administration or to carry out its legal responsibilities if the disclosure is required by law or if Business Associate obtains reasonable written assurances from the Person to whom PHI will be disclosed that: (a) PHI will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to such Person or only as required by law; and (b) such Person will notify Business Associate of any instances of which it becomes aware in which the confidentiality of PHI was breached. Business Associate may also use and disclose PHI to provide Data Aggregation services relating to the Health Care Operations of Plan.
4. **Disclosure of Summary Health Information and Enrollment Information to Plan Sponsor.** Plan hereby authorizes and directs Business Associate to disclose Summary Health Information and information about an individual's enrollment in or disenrollment from Plan as requested from time to time by Plan Sponsor. In disclosing Summary Health Information to Plan Sponsor hereunder, Plan hereby authorizes and directs Business Associate to, and Plan Sponsor hereby agrees Business Associate may, rely solely upon the following representations, warranties and agreements of Plan and Plan Sponsor:
  - A. Plan Sponsor shall only request Summary Health Information for the purpose of (i) obtaining premium bids from health insurers for providing health insurance coverage under Plan; or (ii) modifying, amending, or terminating Plan.
  - B. Plan has included all necessary statements in its notice of privacy practices required by the HIPAA Rules to permit Plan and Business Associate to disclose Summary Health Information to Plan Sponsor.
5. **Disclosure of PHI to Designated Plan Sponsor Employees.** Plan hereby authorizes and directs Business Associate to disclose PHI to Designated Plan Sponsor Employees as requested from time to time by Designated Plan Sponsor Employees. If requested by Plan Sponsor, Plan also authorizes and directs Business Associate to give Plan Sponsor electronic access to PHI for use by Designated Plan Sponsor Employees. In disclosing PHI to Designated Plan Sponsor Employees hereunder, Plan hereby authorizes and directs Business Associate, to, and Plan Sponsor hereby agrees Business Associate may, rely solely upon the following representations, warranties and agreements of Plan and Plan Sponsor:
  - A. The Privacy Plan Amendment has been duly adopted by all necessary or appropriate action of Plan and Plan Sponsor and is, or will be, in full force and effect on the Effective Date. Plan has included all necessary statements in its notice of privacy practices required by the HIPAA Rules to permit Plan and Business Associate to disclose PHI to Designated Plan Sponsor Employees. Plan Sponsor and Plan shall promptly notify Business Associate of any modification or amendment to the Privacy Plan Amendment. Plan Sponsor and Plan shall also promptly notify Business Associate of any additions to or deletions from the Designated Plan Sponsor Employees.

- B. Plan Sponsor shall ensure that only Designated Plan Sponsor Employees shall use or have the opportunity to use, any electronic access to PHI provided to Plan Sponsor by Business Associate hereunder.
- C. On and after the Effective Date, Plan and Designated Plan Sponsor Employees will comply in all respects with the HIPAA Rules and the Privacy Plan Amendment that are applicable to this Agreement.
- D. Designated Plan Sponsor Employees shall request only PHI from Business Associate that is the minimum necessary as required by the HIPAA Rules to perform the Plan Administrative Services.
6. **Disclosures of PHI to Privacy Officer.** Plan hereby authorizes and directs Business Associate to disclose PHI to the Plan's Privacy Officer for purposes of implementing the HIPAA Rules and as may be requested by the Privacy Officer from time to time. In disclosing PHI to the Plan's Privacy Officer, Plan hereby authorizes and directs Business Associate to, and Plan Sponsor hereby agrees Business Associate may, rely solely upon the following representations, warranties and agreements of Plan and Plan Sponsor: All necessary actions under the HIPAA Rules have been performed to permit the Plan's Privacy Officer to have access to the PHI as described herein.
7. **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request. Business Associate and Plan acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HIPAA Rules. Plan shall notify Business Associate of:
- (i) any limitation(s) in the notice of privacy practices of Plan under the HIPAA Rules, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
  - (ii) any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
  - (iii) any restriction on the use or disclosure of PHI that Plan has agreed to or is required to abide by under §164.522 of the HIPAA Rules, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- Furthermore, Plan agrees to notify Business Associate prior to Plan's agreement to any of the forgoing changes, limitations, revocations, or restrictions.
8. **Unauthorized Use or Disclosure.** Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law.
9. **Privacy and Security Safeguards.** Business Associate will develop, implement, maintain and use appropriate safeguards to comply with the HIPAA Rules and prevent use or disclosure of PHI (including electronic PHI) other than as provided in this Agreement or as required by law.
10. **Subcontractors and Agents.** Business Associate will ensure that any of its subcontractors and agents (to whom Business Associate provides PHI in connection with the Administrative Services) agrees to the same restrictions and conditions that apply to Business Associate hereunder, through a written agreement in accordance with §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, of the HIPAA Rules.
11. **Compliance with Standard Transactions.** If Business Associate conducts, in whole or in part, Standard Transactions for or on behalf of Plan, Business Associate will comply and will require any of its subcontractors or agents involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 CFR Part 162. Business Associate will not enter into or permit its subcontractors or agents to enter into any trading partner agreement in connection with the conduct of Standard Transactions for, or on behalf of, Plan that: (a) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (b) adds any data elements or segments to the maximum defined data set; (c) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (d) changes the meaning or intent of the Standard Transaction's implementation specification.
12. **Plan Access to PHI.** Upon receipt of a request from Plan, and in accordance with the written policies of Business Associate then in effect, Business Associate will promptly make available to Plan or, at Plan's direction, to the individual requesting PHI (or the individual's personal representative) for inspection and obtaining copies of any PHI (including electronic copies of PHI in a designated record set as necessary) about said individual that is in Business Associate's custody or control, so that Plan may meet its access obligations under §164.524 of the HIPAA Rules.
13. **Amendment of PHI.** Business Associate will, upon receipt of notice from Plan, and in accordance with the written policies of Business Associate then in effect, promptly amend or permit Plan access to amend any portion of PHI, so that Plan may meet its amendment obligations under §164.526 of the HIPAA Rules. If authorized by Plan, Business Associate will, upon receipt of a request from the individual requesting amendment to his PHI, promptly amend such PHI so that Plan may meet its amendment obligations under §164.526 of the HIPAA Rules.
14. **Disclosure Accounting.** Except for Excepted Disclosures, Business Associate will record the Disclosure Information for each disclosure of PHI that Business Associate makes to any Person. Business Associate need not record Disclosure Information or otherwise account for Excepted Disclosures. Upon receipt of a request from Plan and in accordance with the written policies of Business Associate then in effect, Business Associate will make available to Plan, or at Plan's direction, to the individual requesting the disclosure accounting, the Disclosure Information for the six (6) years preceding Plan's request for the Disclosure Information (except for disclosures occurring before the Effective Date), so that Plan may meet its disclosure accounting obligations under §164.528 of the HIPAA Rules.
15. **Inspection of Books and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of PHI under this Agreement available to the U.S. Department of Health and Human Services for the purposes of determining Plan's compliance with the HIPAA Rules.

16. **Reports to Plan.** Business Associate will report to Plan promptly any use or disclosure of PHI that violates this Agreement of which Business Associate become aware, including breaches of unsecured PHI as required by §164.410 of the HIPAA Rules, and any Security Incident of which it becomes aware. Business Associate will further provide to Plan, in writing, such details concerning the incident in question as Plan may reasonably request.

In addition, Business Associate will report, without unreasonable delay but in no case later than 60 days following discovery of the breach, to the Plan's Privacy Official, any breach of unsecured protected health information. If instructed by Plan, Business Associate will, on behalf of Plan, provide all notifications of breaches of unsecured protected health information as required in accordance with Subpart D of 45 C.F.R. Part 164, to the extent that the breached unsecured protected health information was in the possession of Business Associate or a subcontractor or agent of Business Associate. The terms "breach" and "unsecured protected health information" shall have the meanings scribed to them in the HIPAA Rules.

17. **Termination of Agreement for Cause.** In the event of a breach of a material term of this Agreement by Business Associate, Plan shall have the right to terminate this Agreement by providing to Business Associate written notice of termination setting forth the details of the incident that is the basis for such termination. Business Associate shall have the right to cure any such breach within thirty (30) days from its receipt of said notice of termination (the "Cure Period"). A failure by Business Associate to cure such breach within the Cure Period shall constitute a breach of this Agreement entitling Plan to terminate this Agreement at any time after the Cure Period by providing to Business Associate written notice thereof specifying the effective date of termination. Plan, Business Associate and Plan Sponsor hereby agree that, upon termination of this Agreement, the ASA shall terminate and Business Associate shall have no further obligation to perform the Administrative Services.

18. **Obligations upon Termination.**

- A. **Return or Destruction.** Upon termination or expiration of this Agreement, Business Associate will, if feasible, return to Plan or destroy all PHI, in whatever form or medium (including any electronic medium under Business Associate's custody or control), including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of PHI. Business Associate will, in accordance with the written policies of Business Associate then in effect, complete such return or destruction as promptly as possible after the effective date of the termination or expiration of this Agreement. Business Associate will limit its further use or disclosure of PHI to those purposes that make return or destruction infeasible.
- B. **Continuing Privacy and Other Obligations.** Business Associate's obligation to protect the privacy of PHI hereunder will be continuous and survive termination or expiration of this Agreement. The obligations of the parties hereto under Sections 12, 13, 14, 18 and 19 of this Agreement shall survive the termination or expiration of this Agreement.

19. **Indemnification.**

- A. **Indemnification by Plan Sponsor.** Plan Supervisor and its representative directors, officers, and employees shall be held harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Plan Supervisor may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Plan Sponsor or its employees, or by the Plan Sponsor's breach of confidentiality or right of privacy of any Plan Participant except for acts taken at the specific direction of the Plan Supervisor. The Plan Sponsor shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Plan Supervisor or agents of the Plan Supervisor. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement.
- B. **Indemnification by Business Associate.** Business Associate hereby agrees to indemnify, defend and hold harmless Plan (including, without limitation, its employees, agents, successors and assigns) from and against any and all claims, causes of action, liabilities, damages, costs, or expenses (including without limitation, attorneys' fees, court costs, costs of administrative or other proceedings, and costs of investigation) arising out of or related to a breach of any of the terms and provisions of this Agreement by Business Associate or any party acting by or through Business Associate (including, without limitation, Business Associate's agents, employees, representatives, contractors or subcontractors).

20. **Modification and Amendment.** Except as expressly modified or amended herein, all other terms and conditions of the ASA shall remain in full force and effect. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the parties; provided, that in the event the provisions of this Agreement shall conflict with the requirements of applicable law concerning the use, handling, disclosure and/or treatment of PHI (including, without limitation, the HIPAA Rules), as such laws may be modified, amended, or superceded from time to time, this Agreement shall be deemed amended as necessary to conform to such legal requirements at all times.

21. **No Third Party Beneficiaries.** This Agreement is entered into by and among Plan, Plan Sponsor and Business Associate for the exclusive benefit of each of the parties hereto. This Agreement shall not be construed to confer any rights or remedies upon any Person, except the parties hereto and their respective officers, directors, shareholders, employees, agents, successors and assigns.

22. **Conflicts.** The terms and conditions of this Agreement will override and control any conflicting terms and conditions in the ASA related to the privacy and security of PHI.

[Signatures on next page]



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date, in multiple originals on the date written below.

COMPANY NAME

Oklahoma City Zoological Trust \_\_\_\_\_ Group Health Plan(s)

*(Insert Company Name)*

By:  \_\_\_\_\_  
Signature

Dwight Lawson

Date: 16 June 2026

*Please print name*

BUSINESS ASSOCIATE:

By:  \_\_\_\_\_  
Signature

Title: Sherry McCoy, VP of Operations

Date: 6/18/26

*Please print name*

**SCHEDULE A  
TO  
BUSINESS ASSOCIATE AGREEMENT**

For purposes of this Agreement, all capitalized terms contained in this Agreement shall have the following meanings:

**“Administrative Services”** shall mean the administrative services that Business Associate provides to or on behalf of Plan in connection with administering the benefits provided by Plan as claims administrator of Plan under the ASA.

**“ASA”** shall mean one or more administrative services agreements (including any implementation or Enrollment Agreement between Business Associate and Plan Sponsor) which may be entered into by and between Business Associate and Plan Sponsor, from time to time, pursuant to which Business Associate provides the Administrative Services, as the same may be modified, amended, renewed or superceded.

**“Business Associate”** shall mean Medical Care Analysts, Inc.

**“Data Aggregation”** shall have the meaning set forth in §164.501 of the HIPAA Rules.

**“Designated Plan Sponsor Employees”** shall mean those persons designated in writing by Plan to Business Associate, on or before the Effective Date, as being included within the class of employees or other workforce members under the control of Plan Sponsor designated in the Privacy Plan Amendment that are authorized to use and disclose PHI in accordance with the Privacy Plan Amendment.

**“Disclosure Information”** shall mean the information described in §§164.528(b)(2)-(3) of the HIPAA Rules.

**“Effective Date”** shall mean the effective date of the ASA.

**“Excepted Disclosures”** shall mean disclosures of PHI by Business Associate set forth in §164.528(a)(1) of the HIPAA Rules.

**“Health Care Operations”** shall have the meaning set forth in §164.501 of the HIPAA Rules.

**“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**“Payment”** shall have the meaning set forth in §164.501 of the HIPAA Rules.

**“Person”** shall include individuals, trusts, estates, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, unincorporated associations, and governmental agencies and organizations. Person shall not include Plan, Plan Sponsor or Business Associate.

**“PHI”** shall mean Protected Health Information that Business Associate receives from, or creates or receives for, or on behalf of Plan in connection with the performance of the Administrative Services.

**“Plan”** shall mean one or more group health plans sponsored by Plan Sponsor to which Business Associate provides the Administrative Services.

**“Plan Administrative Services”** shall mean the plan administrative services performed by Plan Sponsor pursuant to the plan documents of Plan, including the Privacy Plan Amendment.

**“Plan Sponsor”** shall mean the entity who sponsors the Plan and who has executed this Agreement (by its duly authorized representative) on the signature line designated for the Plan Sponsor on the execution page of this Agreement.

**“Privacy Plan Amendment”** shall mean that amendment to the plan documents of Plan that complies in all respects with the requirements set forth in §164.504(f)(2) of the HIPAA Rules and for which Plan has received a written certification as required by the HIPAA Rules, on or before the Effective Date.

**“Protected Health Information”** shall have the meaning set forth in §160.103 of the HIPAA Rules.

**“Security Incident”** shall have the meaning set forth in §164.304 of the HIPAA Rules. However, unless otherwise requested by Plan, Security Incident does not include “trivial incidents” that occur on a daily basis and do not represent a material threat to the confidentiality, integrity, or availability of PHI covered by this Agreement (such as scans or pings of Business Associate’s computers or computer networks).

**“Summary Health Information”** shall have the meaning set forth in §164.504(a) of the HIPAA Rules.

**“Treatment”** shall have the meaning set forth in §164.501 of the HIPAA Rules.

**RATIFIED AND APPROVED** by the Trustees of the Oklahoma City Zoological Trust and signed by its Chairperson this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Trust Secretary

By: \_\_\_\_\_  
Chairperson

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor