



June 13, 2025

Milwaukee County
901 North 9th Street, Courthouse, Room 210
Milwaukee, WI 53233

RE: **January 1, 2026** Financial Renewal under the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. (“United” or “Our or “Us or “We”) and Milwaukee County (“Customer” or “You” or “Your”).

This letter is confirmation of your Financial Renewal per the attached exhibit(s).

Nothing shown in this Financial Renewal Letter alters, varies, or affects any of the terms, provisions, or conditions of the Agreement other than as stated herein.

Please feel free to contact your Sales Executive (indicated below) with any questions regarding the attachment(s).

Please file this letter and its attachment(s) with your Agreement.

Thank you,

A handwritten signature in cursive script that reads 'Sara Minnis'.

Sara Minnis

CC: Luke Allenson, Sales Executive

Attachment(s): Exhibit A, Exhibit B

Renewal 2Q 2025
Agreement No. 00005823.14

Exhibit A – Fees

These are the Fees Customer agrees to pay to United in exchange for the Services.

Medical Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2030, unless otherwise specified.

PEPM means Per Employee Per Month

Final Claims Fiduciary: Customer

Customer acknowledges that UHC Hub products and services are offered and provided by third party vendors that are not affiliated with United. UHC Hub vendors are subcontractors under the Agreement. Customer agrees that United is not responsible or liable in any way for performance guarantees or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and Customer agrees to pay United for any required taxes. A third party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

ASO Fees (PEPM)	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Plan Year	01/01/2025 through 12/31/2025	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027	1/1/2028 through 12/31/2028	1/1/2029 through 12/31/2029	1/1/2030 through 12/31/2030
POS	\$34.27	\$34.27	\$35.13	\$36.00	\$36.91	\$37.83
EPO	\$37.42	\$37.42	\$38.36	\$39.31	\$40.30	\$41.30
MC Medicare	\$34.27	\$34.27	\$35.13	\$36.00	\$36.91	\$37.83
MTS MEDICARE	\$37.42	\$37.42	\$38.36	\$39.31	\$40.30	\$41.30
Credits						
Administrative Credit (General Purpose)	N/A	\$200,000	\$50,000	\$50,000	\$50,000	\$50,000
Communication Credit	\$10,000	N/A	N/A	N/A	N/A	N/A

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current	Year 1	Year 2	Year 3	Year 4	Year 5
	1/1/2025 through 12/31/2025	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027	1/1/2028 through 12/31/2028	1/1/2029 through 12/31/2029	1/1/2030 through 12/31/2030
Disease Management Programs:						
Congestive Heart Failure (VOM)	Included in Personal Health Support					
Chronic Obstructive Pulmonary Disease (VOM)						
Coronary Artery Disease (VOM)						
Diabetes Program (VOM)						
Asthma Program (VOM)						
Medical Management Programs						
Core Medical Necessity	Included	Included	Included	Included	Included	Included
Physical Health Solutions:						
Chiropractic Network	Included	Included	Included	Included	Included	Included
Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included	Included	Included	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included	Included	Included	Included	Included
Other Programs/Services:						
PHS 3.0 Tier 3	Included	Included	Included	Included	Included	Included

Behavioral Health Solutions	Included	N/A	N/A	N/A	N/A	N/A
Behavioral Health Solutions Pkg 1	N/A	Included	Included	Included	Included	Included
Cross Carrier Data Feed	Included	Included	Included	Included	Included	Included
Other Programs/Services (Fees collected through Bank Account):						
Child and Family Behavioral Coaching	\$240 Per Case	\$240 Per Case	\$240 Per Case	\$240 Per Case	\$240 Per Case	\$240 Per Case
Child and Family Behavioral Coaching Month 2+	\$144 Per Case	\$144 Per Case	\$144 Per Case	\$144 Per Case	\$144 Per Case	\$144 Per Case
Maven Maternity 12 Month Program	\$925 Per Case	\$925 Per Case	\$925 Per Case	\$925 Per Case	\$925 Per Case	\$925 Per Case
Virtual Behavioral Coaching	\$72 Per Session	\$72 Per Session	\$72 Per Session	\$72 Per Session	\$72 Per Session	\$72 Per Session
Virtual Behavioral Coaching Weekly Call	\$55 Per Session	\$55 Per Session	\$55 Per Session	\$55 Per Session	\$55 Per Session	\$55 Per Session
UHC Hub Vendors:						
Fees for the following will be collected through the Bank Account						
Kaia Health	\$615 Per Participant Per Year	\$615 Per Participant Per Year	\$615 Per Participant Per Year	TBD	TBD	TBD
Second Opinion Services	\$2,136 Per Case	\$2,136 Per Case	\$2,136 Per Case	\$2,136 Per Case	TBD	TBD

The following are not included in the above ASO Fees:

Additional Services (Fees Collected through Bank Account unless otherwise noted)	Fee
Naviguard	25.00% of savings
Transplant Resource Services Transplant Cost Negotiation Program	\$8,333 per negotiation (charged in year end reconciliation)
Payment Integrity:	
Coordination of Benefits	30% of the gross recovery or prevented amount
Pre-Pay	30% of the gross recovery or prevented amount
Post-Pay	30% of the gross recovery amount
Subrogation Services	33.3% of the gross recovery amount

**The fee per individual claim for Naviguard will not exceed \$15,000.00 per claim.*

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- eServices Reporting - (interactive fully Web-based reporting)
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at \$500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquires end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Employer Internet Solution – www.employereservices.com
- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present

within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.

- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging
- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required to enable us to administer claim payments.

Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- UnitedHealthcare reserves the right to revise this quotation under the following circumstances:
 - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 5168
 - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 2.17.
 - The benefits or service requirements requested and/or quoted change prior to or after the effective date.
 - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
 - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
 - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
 - As otherwise permitted in our Administrative Services Agreement
- Our mature quotation includes the processing of runout claims for 6 months following the termination of our contract.
- Quoted fees include UHC retention of all medical benefit Rx rebates
- Commissions are excluded.
- This quotation assumes MILWAUKEE COUNTY will retain claim fiduciary responsibility. UnitedHealthcare will retain claim fiduciary responsibility for UnitedHealthcare Administered medical benefit plans for an additional \$0.75 PEPM.
- United will provide a Communication Credit to help MILWAUKEE COUNTY mitigate costs associated with communication to Participants

These credits are available as follows:

- The parties must have an executed Agreement.

- The first month of service fees under the Agreement has been received by United.
 - MILWAUKEE COUNTY's enrollment with United must always exceed 4900 Employees.
 - Credits must be used between 01/01/2026 and 12/31/2026. Any Credits not used during this time period are forfeit.
 - Upon request from MILWAUKEE COUNTY, a credit will be issued in United's fee billing system.
 - If MILWAUKEE COUNTY terminates the Agreement prior to 12/31/2030, MILWAUKEE COUNTY will repay United a prorated portion of the credit paid in the year of termination based on the termination date. Credits in prior years are not subject to repayment. All unpaid credits are forfeit.
- MILWAUKEE COUNTY acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United. UHC Hub vendors are subcontractors under this Agreement. MILWAUKEE COUNTY agrees that United is not responsible or liable in any way for such performance guarantees or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and MILWAUKEE COUNTY agrees to pay United for any required taxes.

A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

Service Description
Fees for the programs are listed above.
Coordination of Benefits: Prospective use of analytics, algorithms, and proprietary datasets to identify members that have other insurance as primary
<p>Pre-Pay: Prospective services to help ensure accurate claim payment.</p> <ul style="list-style-type: none"> • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review or for an adjustment. • Evaluate claims to identify inappropriate levels of care, coding, and/or resource utilization. • Review of claims for inappropriate billing of services not documented in clinical notes by Board certified, same-specialty medical directors. • Prospective review of facility claims based on an itemized bill review. Analytics identify claims, record request sent to provider, claim is adjusted/denied based on review of those records • More expansive edits after the internal payment policy edits and are more expansive to identify claims that may need an adjustment.
<p>Post-Pay: Retrospective services to help ensure accurate claim payment.</p> <ul style="list-style-type: none"> • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology, on-site at hospitals and facilities. • Large-scale analytics to identify additional recovery opportunities; claims re-examined every month for up to 12 months.
<p>Subrogation: Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party.</p> <ul style="list-style-type: none"> • Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Customer will not engage any entity except United to provide such services without prior United approval.
<p>Litigation and Arbitration Fees for Recoveries</p> <ul style="list-style-type: none"> • Litigation or arbitration to recover any Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudication claims.
Payment Integrity Service Fees related to pre-adjudicated or prevented amount savings are calculated using logic that accounts for claim level detail and past claims payment experiences, and other relevant inputs including, but not limited to, historical amounts billed and allowed for similar providers, services, and specialties.
<p>Naviguard Program</p> <ul style="list-style-type: none"> • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service.

- Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies.
- For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim).
- If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).
- Fees are based on the Savings Obtained, which is the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.

The interest rate on unpaid Fees and underfunding the Bank Account is the Prime rate plus 4%.

For clinical support, if applicable, Customer will pay a Fee for United's services, equal to 2.5% of chiropractic allowed expenses, whether in or out of network.

Second Opinion Services. Participants will have access to personalized consultations by video or phone from medical experts. A designated care team coordinator guides Participants through the entire process, including follow up. The information provided through this service does not constitute medical advice and does not diagnose, treat, or prescribe treatment of medical conditions.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to \$10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Exhibit B– Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees. Any Customer credits set forth in Exhibit A – Fees will reduce the total Fees at risk.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer’s Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2026 through December 31, 2026 (“Guarantee Period”). With respect to the aspects of United’s performance addressed in this Exhibit, these Fee adjustments are Customer’s exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United’s failure is due to Customer’s actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United’s required compliance with any law, regulation, or governmental agency mandate or anything beyond United’s reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00%		

	95.99% - 95.50%		
	95.49% - 95.00%		
	Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50%		
	98.49% - 98.00%		
	97.99% - 97.50%		
	97.49% - 97.00%		
	Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less		
	34 seconds or less		
	36 seconds or less		
	38 seconds or less		
	Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		1.80%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	1.81% - 2.30%		
	2.31% - 2.80%		
	2.81% - 3.30%		
	3.31% - 3.80%		
	Greater than 3.80%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.		
Level	Office that services Customer's account		

Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$31,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$15,786
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		