

**STATE OF TEXAS**

**COUNTY OF TARRANT**

**Memorandum of Understanding**

**Formal Incorporation of Annual Excess Loss Schedule of Benefits for 2024**

United Healthcare Insurance Company, ("Company") and Tarrant County, a political subdivision of the State of Texas, ("Tarrant County") hereby agree to the provisions of this Memorandum of Understanding (MOU). Company and Tarrant County are referred to herein individually as a Party and collectively as the Parties.

Company originally issued a Group Excess Loss Insurance policy, No. UHIC-GA-730502AL (the "Policy") to Tarrant County on 01/01/2011, which Policy has been renewed annually since its inception. On an annual basis, concurrent with Tarrant County's renewal of the Policy, Company issues a new Schedule of Benefits. The Schedule of Benefits for the renewal period 01/01/2024 through 12/31/2024 is attached hereto as **Exhibit "A"**.

Company assents to the terms of the Schedule of Benefits upon each annual renewal of the Policy, and such formal assent establishes that the terms of the Schedule of Benefits are incorporated into the original Policy.

This MOU confirms the Parties' mutual understanding and agreement to comply with the terms and conditions set forth in the Schedule of Benefits attached hereto for the Policy renewal period 01/01/2024 to 12/31/2024.

It is further agreed by and between Company and Tarrant County that his MOU formally establishes that:

1. **Exhibit A – Schedule of Benefits** for the Policy for the coverage year 01/01/2024 through 12/31/2024 is incorporated into the original Policy as if fully set forth therein.
2. This MOU is deemed operative and effective as of the effective date of Exhibit A, the Schedule of Benefits, 01/01/2024.
3. The remaining terms of the Policy and the Schedule of Benefits shall be binding and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with applicable law.
4. This MOU may be executed in counterparts (including by scanned image or electronic signature), each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

5. Attached and incorporated into this Memorandum and thereby incorporated into the Original Policy as if fully set out therein are **Exhibit "B" – Experience Refund Endorsement** and **Exhibit "C" – Specific Terminal Liability Endorsement**, each dated and effective 01/01/2024. This Memorandum of Understanding constitutes an Amendment for purposes of the Experience Refund Endorsement.
6. Any further revisions to the Policy or Schedule of Benefits or this MOU shall be by the mutual written and executed agreement of the Parties.
7. Company verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Texas Government Code, Chapter 808 and Section 2271.002.

IN WITNESS WHEREOF, the duly authorized representatives of Tarrant County and the Company have executed this MOU on the date indicated below.

TARRANT COUNTY

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

Authorized Signature  
Print Name: Tim O'Hare  
Print Title: County Judge

Date: \_\_\_\_\_

APPROVED AS TO FORM:

James Marvin Nichols  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contract for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

UNITED HEALTHCARE INSURANCE COMPANY

By: Anthony Evangelista

Authorized Signature  
Print Name: Anthony Evangelista  
Print Title: CFO - UHC TX

Date: \_\_\_\_\_

CERTIFICATION OF AVAILABLE FUNDS:

\$ \_\_\_\_\_

\_\_\_\_\_  
Tarrant County Auditor

## EXHIBIT A

### United HealthCare Insurance Company

A Stock Company  
185 Asylum Street Hartford, CT 06103-3408  
Phone: 1-800-424-0233

#### SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Tarrant County

Policy Number: UHIC-GA-730502AL

Effective Date: 01/01/2024

Administrator: United HealthCare Services, Inc., CVS/Caremark

Coverage specified herein is applicable only during the Policy Period from 01/01/2024 through 12/31/2024, and is further subject to all terms and conditions of this Policy.

**SPECIFIC EXCESS LOSS INSURANCE:**   X   YES        NO

Benefit Period: Covered Expenses Incurred from 01/01/2011 through 12/31/2024 and Paid from 01/01/2024 through 12/31/2024.

Specific Deductible per Covered Person: \$500,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

  X   Medical   X   Stand Alone Prescription Drug Program

Description	Rates
Composite	\$57.02

Specific Terminal Liability Endorsement:   X   Yes        Not applicable   Included  

**AGGREGATE EXCESS LOSS INSURANCE:**        YES   X   NO

**EXHIBIT B**  
**EXPERIENCE REFUND ENDORSEMENT**

Policyholder: Tarrant County

Effective Date: 01/01/2024

In consideration for the premium shown in the Schedule of Excess Loss, the Excess Loss Insurance Policy (the "Policy") will be revised with the addition of Experience Refund Provision.

**EXPERIENCE REFUND**

The Company will pay the Policyholder an Experience Refund of 25 % of Net Profit if the Company issues the Policyholder a Policy/Amendment that provides insurance for a Subsequent Policy Period and insurance is continuous from the first day of the Policy Period through the entire Subsequent Policy Period.

**NET PROFIT**

Net Profit is calculated as:

- a) 60% of the sum of all premiums paid by the Policyholder for the Specific Excess Loss Insurance for the Policy Period; minus
- b) the sum of all Specific Excess Loss Insurance claims for the Policy Period.

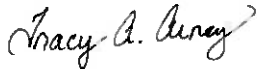
**CALCULATION OF REFUND**

Company will calculate and send to the Policyholder, the Experience Refund, if due, 6 months after the end of the Policy Period. A premium credit in the amount of the Experience Refund will be applied to the next available bill.

If Specific Excess Loss Insurance claims are paid after an Experience Refund has been paid to the Policyholder, and such claims relate to the Policy Period for which the Experience Refund has been paid a new Net Profit will be calculated and the Policyholder shall reimburse Company for any reduction in the Experience Refund within thirty (30) days after written notice by the Company. Company may, at its option be reimbursed for any reduction on a previously paid Experience Refund by subtracting the reduced amount from any future payable claim.

All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.

**UnitedHealthcare Insurance Company**



Tracy Arney, Secretary

**EXHIBIT C**  
**SPECIFIC TERMINAL LIABILITY ENDORSEMENT**

Policyholder: Tarrant County

Effective Date: 01/01/2024

In consideration for the premium shown in the Schedule of Excess Loss, the Specific Excess Loss Insurance will be revised as outlined below. This Endorsement will continue in full force and effect for the duration of that Policy Period and each subsequent Policy Period.

If, effective on the last day of the Policy Period, the Policyholder terminates Excess Loss Insurance with the Company, the Benefit Period for Specific Excess Loss Insurance will be revised as set forth below, subject to the following terms and conditions:

- a) The Policyholder purchased this Specific Terminal Liability Endorsement at least 12 months before the date of termination of this Policy.
- b) The Benefit Period for Specific Excess Loss Insurance will be revised so that the time period during which Covered Expenses must be Paid by the Plan shall be extended by an additional ninety (90) days.

If the Policyholder terminates this Policy for any reason prior to the last day of the Policy Period as shown in the Schedule of Excess Loss, this Endorsement will be void.

All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.



Tracy Arney, Secretary

United HealthCare Insurance Company

SPTERM (07/06)

EXP REF (10/14)