

Authority Request No. 150

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 4/2/2025

Department: Benefits and Retirement

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

Summit Financial group, Inc. and Oklahoma County as to form and legality.

RECEIVED

APR 02 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Signature

Reply of District Attorney's Office: _____

Revised

Date of Reply: 4/3/25

Ken E. B.
Assistant District Attorney



CONSULTING AGREEMENT

This Consulting Agreement ("Agreement"), dated July 1, 2025 ("Effective Date"), is between Summit Financial Group, Inc., an Oklahoma corporation ("Summit Financial Group, Inc.") and the Board of County Commissioners ("Client"). Collectively, Summit Financial Group, Inc. and Client may herein be referred to as the ("Parties").

Whereas Summit Financial Group, Inc. provides Pharmacy Benefit Management (PBM) performance consulting, Group Life/AD&D Insurance performance consulting, and optional employee paid benefits (Voluntary Life Insurance, Voluntary Short-Term Disability Insurance, and Voluntary Long-Term Disability Insurance) through Mutual of Omaha to the client, regarding employee benefit plans and various other financial services, to achieve strategic and favorable outcomes.

Whereas Client requests Summit Financial Group, Inc. to perform services for it and may request Summit Financial Group, Inc. to perform other services in the future; and

Whereas the Summit Financial Group, Inc. and Client desire to enter into an agreement, which will define respective rights and duties as to all services to be performed.

Now therefore, the parties hereto, in consideration of the terms and conditions set forth herein, agree as follows:

1. Scope of Services

All services to be performed by Summit Financial Group, Inc. (hereinafter collectively referred to as "Consulting Services") shall be performed in accordance with the Scope of Work attached hereto and incorporated herein as ("Exhibit A").

2. Fees and Billing

- a. **Yearly Retainer.** For Pharmacy Benefit Management (PBM), Group Life Insurance (GTL), Voluntary Life Insurance (VTL), Voluntary Short-Term Disability (VSTD) and Voluntary Long-Term Disability (VLTD). Consulting services to be provided to Client on a yearly retainer basis. The retainer shall be **\$50,000.00**. The Client will be invoiced monthly. The yearly retainer amount shall cover the PBM, GTL, VTL, VSTD & VLTD Consulting Services as described above. Occasionally, and as described below, other costs may be requested from time to time.
- b. **Consulting Fee.** In consideration for the projected amount of savings the Client will enjoy, and the risk Consultant will incur for listing Client as an additional party under Consultant's Prescription Benefit Services Agreement with third parties, Client shall pay Consultant two percent (2%) of Client's sum total of generic drugs, brand drugs, specialty drugs, and compound drugs plus dispensing fees before application of Client's cost share ("Total Drug Spend"), if Client terminates this Agreement during the Term. Cost Share means the amount Client is required to pay for prescriptions in accordance with its prescription plan document, which may be a deductible, a percentage of a prescription price, a fixed amount or other charge. This amount will be calculated, determined, and become due at the end of the Term or upon termination of this Agreement, whichever occurs earlier.
- c. **Billing.**
 - a. The Yearly Retainer shall be paid in monthly installments in accordance with the terms below.

Invoices shall be issued to the Client monthly, in arrears, for services rendered. All amounts billed shall be due upon receipt. If Client wishes to dispute any charges, Summit Financial Group, Inc. must receive notice within thirty (30) days of the invoice date listed on the invoice.

- b. The Consulting Fee shall be due upon receipt and paid at the end of the Term, in one lump, unless otherwise agreed to, in writing, by the Parties.

3. Term

Unless terminated earlier pursuant to the terms hereof, this Agreement commences on the Effective Date and shall continue for until June 30, 2026 ("Term").

4. Termination

- a. **Termination for Uncured Material Breach.** Either party may terminate this Agreement by written notice to the other party if the other party fails to perform or breaches any material term or condition hereof, and does not cure such failure or breach with thirty (30) days (ten (10) days in the case of the Client's non-payment) after written demand by the non-breaching party; provided, however, that such written demand specify the nature of the breach in reasonable detail; and further provided, such written demand is sent within sixty (60) days of the breach.
- b. **Termination for Convenience.** Client shall be entitled, in its sole discretion, to terminate this Agreement, for any reason or for no reason at all, upon thirty (30) days written notice to Summit Financial Group, Inc. and upon payment of all outstanding fees.
- c. **Termination for Bankruptcy.** Either party may terminate this Agreement by written notice to the other party if there occurs a Bankruptcy Event (as hereafter defined), with respect to the other party. "Bankruptcy Event" means with respect to a party the occurrence of any of the following: (i) such party makes an assignment of all or substantially all of its assets for the benefit of creditors; (ii) a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or may be amended, is filed by such party; or (iii) such a petition is filed with respect to such party by any third party, or an application for a receiver is made by anyone, and such petition or application is not favorably resolved within sixty (60) days.

5. Limitations to Consulting Services

Notwithstanding any provision in this Agreement to the contrary, Client agrees and acknowledges that (i) the Consulting Services are not intended in any way to impose on Summit Financial Group, Inc. or any of its affiliates, subsidiaries, or related companies a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any other applicable law; and (ii) this Agreement does not provide Summit Financial Group, Inc., and the Client will not cause or permit Summit Financial Group, Inc. to assume, without prior written consent of Summit Financial Group, Inc., any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3 of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan. In the performance of the Consulting Services, Summit Financial Group, Inc. may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Summit Financial Group, Inc. by the Client or its designated representatives and reasonably believed by Summit Financial Group, Inc. to be genuine and authorized by the Client.

6. HIPAA Compliance

Client agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and, if applicable, all revisions subsequent to that act that may apply to this Agreement.

7. Non-Solicitation

During the term of the Agreement, and for a period of two (2) years thereafter, neither party nor its Affiliates (as hereafter defined) will (a) employ, hire or engage as an employee, consultant or contractor any employee of the other party, (b) solicit any employee of the other party to become an employee, consultant or contractor to such party or any of its Affiliates, nor (c) recommend or suggest to any other person or entity that it solicit, employ, engage any such employee. "Affiliate" means any entity that controls, is controlled by, or is under common control with a party.

8. Independent Contractors

The relationship of the parties established by this Agreement is that of independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, or other agency relationship between the parties.

9. Governing Law

This Agreement is governed by the laws of the State of Oklahoma, without regard to conflict of law provisions.

10. Notices

Any notice required or permitted to be given by either party under this Agreement shall be in writing and sent to the other party at the address set forth below by electronic mail with delivery confirmation, or by overnight courier. Such notice shall be deemed given: (a) if sent by electronic mail, on the day of dispatch; and (b) if sent by overnight courier, one day after dispatch.

If to Client:

Board of County Commissioners
Attn: Oklahoma County Employee Benefits
320 Robert S. Kerr, Room 220
Oklahoma City, OK 73102

If to Summit Financial Group, Inc.:

Summit Financial Group, Inc.
Attn: General Counsel
5420 LBJ Freeway, Ste. 725
Dallas, TX 75240

11. Complete Agreement

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

12. Modification

This Agreement shall not be modified except by a written instrument executed subsequent to the date hereof and duly signed by both parties.

13. No Waiver

Except as expressly stated herein, the failure of either party to exercise in any respect any right(s) provided for such party in this Agreement, or in law or equity, shall not be deemed a waiver of such right(s) or any other right(s) available to such party. To be effective or enforceable, a waiver by any party of any right under this Agreement must be in a written instrument signed by the party waiving such right(s).

14. Severability

In the event a provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

15. Assignment

Each party may assign this Agreement to a successor in interest resulting from a merger, sale of stock or sale of all or substantially all of its assets. Subject to the foregoing, neither party shall have the right to assign or transfer any of its rights or obligations under this Agreement, whether voluntarily or involuntarily, without the prior written consent of the other party. Any transfer or assignment in violation of the foregoing shall be void.

16. Conflict

In the event of any inconsistency between this Agreement and any other written agreement entered into by and between the parties including, without limitation, and invoices, the terms and conditions of this Agreement shall prevail.

17. Counterparts

This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

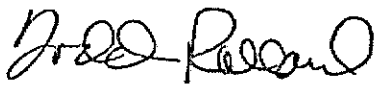
18. Authorization

Summit Financial Group, Inc. shall have full authorization to act on Client's behalf and perform obligations under a Master Service Agreement and a Participating Group Addendum of which Client shall be the named Administrator Summit Financial Group, Inc. shall be the name Participating Group.

Specifically, Client authorizes Summit Financial Group, Inc. to receive and provide PHI from and to AffirmedRx and Mutual of Omaha for the purpose of performing the services listed in a Participating Group Addendum. Additionally, Summit Financial Group, Inc. shall be authorized to enter into the Participating Group Addendum and consummate transactions in relation to the Participating Group Addendum on the Client's behalf

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and the year set forth below.

Summit Financial Group, Inc.

By: 

Print Name: Todd Rolland

Title: President

Date: February 3rd, 2025

Client

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
Scope of Work

Consulting Services

Client agrees to engage with Summit Financial Group, Inc. to provide the following services on a monthly basis:

a. Pharmacy Benefit Management Services

Summit Financial Group, Inc. will identify a Pharmacy Benefit Management ("PBM") contract that aligns with Client's PBM budget. At no additional cost to Client, Summit Financial Group, Inc. shall assist with vendor management of third parties relevant to this Agreement, and annual financial performance audits. In addition, Summit Financial Group, Inc. shall conduct annual market checks to ensure pricing for Client remains competitive. Each quarter, during the term of this Agreement, Summit Financial Group, Inc. shall deliver utilization reports to Client.

b. Voluntary Employee Paid Benefits.

Summit Financial Group, Inc. will provide consulting, brokerage and educational services related to optional employee paid benefits through Mutual of Omaha Life insurance company. At no additional cost to Client, Summit Financial Group, Inc. shall assist with vendor management of Voluntary Term Life Insurance, Voluntary Short Disability, and Voluntary Long Term Disability policies relevant to this Agreement. In addition, Summit Financial Group, Inc. shall conduct annual market checks to ensure pricing for Client remains competitive and will provide claims reports annually or as requested.

c. Employer Paid Life Insurance Benefits.

Summit Financial Group, Inc. will provide consulting, brokerage and educational services related to employer paid Life insurance benefits through Mutual of Omaha Life Insurance company for active employees and Retirees (hired prior to 2/1/87 and born after 1908). At no additional cost to Client, Summit Financial Group, Inc. shall assist with vendor management of Employer Paid Life Insurance relevant to this Agreement. In addition, Summit Financial Group, Inc. shall conduct annual market checks to ensure pricing for Client remains competitive and will provide claims reports annually or as requested.

Summit Financial Group, LLC. will receive direct compensation for the placement and service of the employee paid lines of coverage listed below in the form of a commission paid by Mutual of Omaha.

Coverage Line	Carrier/Vendor/Fee Agreement	PEPM, Standard Base Commission, Commission Schedule, or Compensation Calculation
Consulting Services: Pharmacy	Summit Financial Group	\$50,000 annually
Employer Paid Life/AD&D Retiree Life/AD&D	Mutual of Omaha	Level 2.5%
Voluntary Term Life/AD&D	Mutual of Omaha	Level 10%
Voluntary Short-Term Disability	Mutual of Omaha	Level 20%
Voluntary Long-Term Disability	Mutual of Omaha	Level 20%


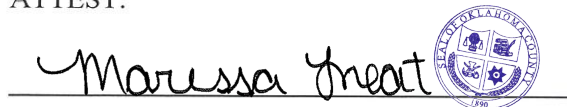
Approved this 17 day of April, 2025

OKLAHOMA COUNTY BUDGET BOARD



Chairman to the Board

ATTEST:



Secretary to the Board



Vice-Chairman to the Board

Approved this _____ day of _____, 2025

BOARD OF COUNTY COMMISSIONERS of Oklahoma County

ATTEST:

Chairman

Member

Secretary to the Board

Member

Bill To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK
73102

Requisition 12600011-00 FY 2026

Acct No:
UNDEFINED ACCOUNT.
Review:
Buyer: 6065cmjesc1a
Status: Created

Page 1

Vendor
SUMMIT FINANCIAL GROUP
5420 LBJ FREEWAY, SUITE 725

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

DALLAS, TX 75240

Tel#1-800-475-0991

Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	1003266				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 BLANKET RX Consulting FY 2025 - 2026	50000.00 EACH	1.00000	50000.00

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

50000.00

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

Amount Remaining Budget