

Authority Request No. 179

## **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: 4/7/2025 Department: Benefits and Retirement

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

Sageview Consulting Group, LLC and Oklahoma County to be effective July 1, 2025, as to form and

legality.

**RECEIVED**

**APR 07 2025**

**CIVIL DIVISION  
DISTRICT ATTORNEY**

\_\_\_\_\_  
Signature

Reply of District Attorney's Office: \_\_\_\_\_

*Reviewed*

Date of Reply: 4/7/25

*Sam E. [Signature]*  
Assistant District Attorney



**SAGEVIEW CONSULTING GROUP, LLC  
SERVICE AGREEMENT ("AGREEMENT")**

**Oklahoma County Medical and Prescription Drug Benefits**

**For Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026**

**Client Name:** Oklahoma County, OK (the Client)

**Primary Contact Name(s):** Jon Wilkerson

**Primary Contact Address:** 320 Robert S. Kerr, Room 220  
Oklahoma City, Oklahoma 73102-3430

**Primary Contact Phone(s):** (405) 713-1535

**Primary Contact Fax(s):** (405) 713-2357

**Primary Contact Email(s):** jon.wilkerson@oklahomacounty.org

**Services to be provided by SageView Consulting Group (SageView)**

All services to be provided by SageView are subject to your full cooperation and prompt submission of complete and accurate information. SageView will rely on all information that you provide pursuant to this agreement and on file at our office as to accuracy and completeness. SageView will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information. SageView is not a law firm or a public accounting firm and does not provide legal or tax advice.

**Contract Term:** The contract shall be for the fiscal year **July 1, 2025 to June 30, 2026** and SageView will provide the following actuarial services under this agreement:

- **Reserves:** We will calculate the estimated reserves for incurred but not paid (IBNP) claims and estimate future claims not yet reported as of June 30.
- **Projected Funding Rates:** We will provide the monthly funding rates for the existing Client tier structure. The rates will separately specify the amounts for claims and fixed costs, such as administrative costs. We will determine what the monthly employee and retiree contributions should be by tier.
- **COBRA Rates:** We will calculate and certify the COBRA rates by tier. The rates will include stop loss premiums, employee contributions, employer contributions and fixed costs.
- **Tiered Premiums:** We will calculate the recommended premium equivalent rates, COBRA rates and employee contributions under the current tier structure.

The contract may be renewed each year by separate agreement.

**Fees for services provided by SageView**

The fees for the **Contract Term** outlined above will be **\$23,500**.



### **Timetable**

All work will be completed and delivered to the Client by September 1, 2025 assuming receipt of complete census data as of July 21, 2025.

### **Termination**

This agreement may be terminated by either party upon thirty (30) days written notice.

### **Additional services available if requested by Client**

No additional services shall be used, ordered or billed to the Client under this contract. Any additional services to the Client must be authorized and approved by a separate contract for a sum certain.

### **Relationship of the Parties**

The legal relationship between the Client and SageView shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that SageView shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by SageView).

The Client agrees that SageView shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to SageView at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, SageView will not be responsible for any delays or liability arising therefrom.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to SageView, whether intentional or by error, could result in an impairment of SageView's services.



### **Client Responsibilities and Representations**

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by SageView to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

### **Acceptance**

The items and conditions of this Agreement are agreed to and accepted by the Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

#### **Oklahoma County, OK**

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

Print Name: \_\_\_\_\_

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

#### **SageView Consulting Group, LLC**

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

Print Name: \_\_\_\_\_

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

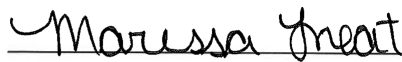
Approved this 17 day of April, 2025

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 12600007-00 FY 2026  Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065cmjesc1a Status: Created
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 Vendor  
 SAGEVIEW CONSULTING GROUP LLC  
 ATTN: ACCOUNTING  
 1920 MAIN STREET, SUITE 800  
  
 IRVINE, CA 92614

 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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	002681				General Government

LN Description / Account	Qty	Unit Price	Net Price
001 BLANKET Post Emp Actuary FY26	23500.00	1.00000	23500.00
	EACH		

 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

23500.00

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

Amount Remaining Budget