



Meeting of the Board of Directors  
Western Gateway Elementary School

Thursday, October 24, 2024  
4:00 pm

1300 SW 15th Street Oklahoma City, OK 73108  
[www.westerngateway.school](http://www.westerngateway.school)

Western Gateway Elementary School, Inc.

Board of Directors Meeting

**A G E N D A**

October 24, 2024, 4:00 PM

1300 SW 15th Street, Oklahoma City, OK 73108

Board members:

Blair Humphreys, Pete White, Ashley Terry, Edgar Medina

School Representatives:

Heather Zacarias, Head of School; Diana Bedwell; Minutes Clerk; Lauren Hanna, Legal Counsel

Access to the board agenda will be posted on the Western Gateway Website, <https://www.westerngateway.school>  
\*Click on About Us, then click on Board of Directors, and scroll down to the 2024 WGES Board Calendar of scheduled meetings for the agenda. The board agenda is also posted on the front entry of the Western Gateway School site.

Official action can be taken only on items that appear on the Agenda. The WGES Board of Directors may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Board or the Chair may refer the matter to the Head of School or Legal Counsel. The Board may also refer items to staff or committees for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

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|------------------------------------|------------------|
| 1. Call to Order & Welcome         | Blair Humphreys  |
| 2. Roll Call                       | Blair Humphreys  |
| 3. Head of School Update           | Heather Zacarias |
| a. Parent & Community Involvement  |                  |
| b. EnrollOKC.com- Lottery Timeline |                  |
| c. WGES Core Values Statements     |                  |

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|-------------------|-----------------|
| 4. Consent Agenda | Blair Humphreys |
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The following items concern reports and items of a routine nature normally approved at Board meetings. They will be considered and voted on together as a group with one vote; provided that any Board member may ask that one or more items be considered and voted on separately. The Consent Agenda includes discussion, consideration, and possible action upon the following items:

- |   |  |
|---|--|
| a. Approval of Minutes from September 26, 2024  |  |
| b. Approval of Purchase Order # 2025-11-120 and any changes to any prior existing purchase orders |  |
| c. Approval of September 2024 financial reports   |  |
5. Discussion, consideration, and possible approval of Core Value Statements for WGES Faculty.
  6. Discussion, consideration, and possible action to approve a Participation Agreement between the Oklahoma State Department of Education (OSDE), Public Consulting Group LLC (PCG), and the Western Gateway School District, under the authority of the Oklahoma Health Care Authority (OHCA) School-Based Health Services Program. The agreement allows for Medicaid billing for services provided as part of a student's Individualized Education Plan (IEP), such as, but not limited to, Occupational Therapy, Speech and Language Services, and Physical Therapy.
  7. Consideration and possible action to approve contact with Harrison Energy for quarterly maintenance of HVAC units.

8. Consideration and possible approval to participate in EnrollOKC.org, an online enrollment hub for Oklahoma Charter Schools created by FuelOKC, a local non-profit organization that supports and invests in expanding quality schools in Oklahoma.
9. Comments by board members and/or public comments.
10. New business
11. Adjourn

# **WESTERN GATEWAY ELEMENTARY SCHOOL, INC.**

## Minutes

Board of Directors Regular Meeting  
Thursday, September 26, 2024, 4:00 pm

This meeting of the Board of Directors of Western Gateway Elementary School, Inc. was held on Thursday, September 26, 2024, at 4:00 pm. The meeting was held in person at Western Gateway Elementary School, 1300 SW 15th Street, Oklahoma City, OK 73108

### Statement of Compliance with the Oklahoma Open Meeting Act:

The meeting agenda was delivered to the Oklahoma County Clerk on Friday, September 20, 2024, and was posted on September 20, 2024, on the school website: <http://www.westerngateway.school> The meeting notice was also posted at the school entrance.

#### 1. Call to Order

Mr. Blair Humphreys called the meeting to order at 4:00 p.m. on September 26, 2024.

#### 2. Roll Call

Mr. Humphreys called the roll. Board members present were: Mr. Blair Humphreys, Mr. Edgar Medina, and Ms. Ashley Terry. Mr. Pete White was absent. Others present were: Heather Zacarias, Head of School, Lauren Hanna, Legal Counsel (via phone), and Diana Bedwell.

#### 3. Update from Heather Zacarias, Head of School

Ms. Zacarias shared the Head of School update. Ms. Zacarias gave the Board an update on the following parent workshops; Reading Readiness & The Science of Reading parent workshop held on September 25th and October 23, 2024, a local bilingual author, Lidia Brodine will visit with parents and students. The OSO Fun Run Fundraiser kicks off on September 27th. WGES will host a Scholastic Bookfair at the Wheeler Night Market on October 4, 2024. It will be called Books Y Bebidas. The book fair will also be held during parent-teacher conferences at the school. Ms. Zacarias also shared enrollment and beginning-of-year (BOY) academic assessment data with the Board. Finally, Ms. Zacarias updated the Board on Oso's travels to Guatemala.

4. Consideration and authorization of the WGES Consent Agenda

Mr. Medina made a motion to approve the Western Gateway consent agenda. The motion was seconded by Ms. Terry and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

5. Discussion, consideration, and possible action to approve WGES Estimate of Needs for 2025.

Ms. Terry made a motion to approve the WGES Estimate of Needs for 2025. The motion was seconded by Mr. Medina and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

6. Discussion, consideration, and possible action to approve WGES Activity Fund sub-accounts

- a. Sub-account 815- WGES General Activity
- b. Sub-account 816- OSO Family Fund

Mr. Medina made a motion to approve the WGES Activity Fund sub-accounts. The motion was seconded by Ms. Terry and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

7. Discussion, consideration, and possible action to approve the following financial positions/roles for the 2024-2025 fiscal year:

- a. Treasurer: Jay Jenkins, Oklahoma Consulting & Accounting Services, LLC
- b. Board Minutes Clerk: Diana Bedwel
- c. Encumbrance Clerk: Diana Bedwell
- d. Activity Fund Custodian: Diana Bedwell
- e. Activity Fund Co-Custodian: Heather Zacarias
- f. Federal Programs Director: Heather Zacarias

Ms. Terry made a motion to approve the financial positions/roles for the 2024-2025 fiscal year. The motion was seconded by Mr. Medina and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

8. Discussion, consideration, and possible action to approve the Library/Media Center Policy.

Mr. Medina made a motion to approve the Library/Media Center Policy. The motion was seconded by Ms. Terry and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

9. Discussion, consideration, and possible action to approve the Staff-Student Digital Communication Policy

Ms. Terry made a motion to approve the Staff-Student Digital Communication Policy. The motion was seconded by Mr. Medina and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

10. Discussion, consideration, and possible action to approve the Voluntary Prayer Policy.

Mr. Medina made a motion to approve the Voluntary Prayer Policy. The motion was seconded by Ms. Terry and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

11. Discussion, consideration, and review of the Western Gateway Emergency Operations Plan (EOP) developed in collaboration with the Oklahoma State Department Office of Safety and Security. For security reasons, the EOP is not included in the board packet but is provided as a hard copy to each WGES board member. Once reviewed, the EOP will be shared with local first responders (fire, police, 911 center) and a copy will be kept in the administration office. Oklahoma Statute Title 51, Section 24A.28 of the Open Records Act allows for the confidentiality of records related to the security of public bodies, which can include emergency response plans or procedures if disclosure would pose a risk to the security of the public or public facilities.

The Western Gateway Emergency Operations Plan was reviewed and received by the Board.

12. Discussion, consideration, and possible action to approve a Participation Agreement between the Oklahoma State Department of Education (OSDE), Public Consulting Group LLC (PCG), and the Western Gateway School District, under the authority of the Oklahoma Health Care Authority (OHCA) School-Based Health Services Program. The agreement allows for Medicaid billing for services provided as part of a student's Individualized Education Plan (IEP), such as, but not limited to, Occupational Therapy, Speech and Language Services, and Physical Therapy.

Mr. Medina made a motion to defer the discussion, consideration, and possible action to approve a Participation Agreement between the Oklahoma State Department of Education (OSDE), Public Consulting Group LLC (PCG), and the Western Gateway School District, under the authority of the Oklahoma Health Care Authority (OHCA) School-Based Health Services Program. The motion was seconded by Ms. Terry.

13. Consideration and possible approval of a partnership with School Works, an educational consulting firm aimed at securing funding for charter schools through the Charter Schools Program (CSP). This collaboration will include the completion of a Needs Assessment, a new requirement for the CSP Grant application.

Ms. Terry made a motion to approve a partnership with School Works. The motion was seconded by Mr. Medina and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

14. Presentation, consideration, and possible action to approve the Western Gateway Elementary School Strategic Plan.

Mr. Medina made a motion to approve the Western Gateway Elementary School Strategic Plan. The motion was seconded by Ms. Terry and approved on the following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

15. Consideration and Possible Action to Enter into Executive Session, if desired, as authorized by 25 O.S. § 307(B)(1), for the purpose of Discussing the Staff Compliance with School Governance Standards.

Ms. Terry made a motion to enter into the Executive Session. The motion was seconded by Mr. Medina and approved on the following vote:

Ayes: Humphreys, Terry, White, Medina  
Nays: None

- a. Executive Session, as authorized by 25 O.S. § 307(B)(1), for the Purpose of Discussing the Staff Compliance with School Governance Standards.

6. Action to Reconvene Open Session.

Ms. Terry motioned to reconvene into the open session of the regular meeting of the Board of Directors of WGES. The motion was seconded by Mr. Medina and approved on following vote:

Ayes: Humphreys, Terry, Medina  
Nays: None

8. Comments

One WGES parent and one WGES teacher made comments about the Charter Renewal Authorization Process and the Strategic Plan.

9. New Business

None

10. Adjournment

Mr. Medina made a motion to adjourn the meeting. The motion was seconded by Ms. Terry and approved on the following vote:

Ayes: Humphreys, Terry, Medina

Nays: None

The meeting was adjourned at 6:32 pm.

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Edgar Medina, Board Secretary



## Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 9/30/2024, Fund Codes: 11, 21, 81

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1	07/01/2024	92	AIM TO KILL	PEST CONTROL	1,200.00
11	2	07/01/2024	27	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES AND MATERIALS	12,000.00
11	3	07/01/2024	51	AMUNDSEN COMMERCIAL KITCHENS	KITCHEN APPLIANCES AND EQUIP	1,085.00
11	4	07/01/2024	39	APPLE, INC.	CURRICULUM DEV AND INSTR TECH SPPLY	3,000.00
11	5	07/01/2024	53	ARTS COUNCIL	ARTIST RESIDENCY PROGRAM	15,000.00
11	6	07/01/2024	49	AUTOMATIC FIRE CONTROL	FIRE EXTINGUISHERS/SPRINKLERS INSPECTION UPDATE	500.00
11	7	07/01/2024	33	BECKMAN COMPANY	CYBER INSURANCE/SURETY BONDS	2,110.00
11	8	07/01/2024	40	BENCHMARK EDUCATION COMPANY	CURRICULUM DEV AND INSTR TECH SPPLY	20,000.00
11	9	07/01/2024	102	BLEDSON, HEWETT AND GULLEKSON	AUDIT SERVICES	6,000.00
11	10	07/01/2024	13	BRAID CREATIVE	CAR RIDER PICKUP ROUTE	1,500.00
11	11	07/01/2024	37	BRIDGE TOWER OpCo, LLC	PUB SHEET	200.00
11	12	07/01/2024	173	CENGAGE LEARNING	CURRICULUM BOOKS AND WORKBOOKS	5,000.00
11	13	07/01/2024	98	CENTER FOR RESPONSIVE SCHOOLS, INC.	SUMMER PROF DEV WORKSHOP	5,000.00
11	14	07/01/2024	154	CHOICE ENTERPRISES LLC	SPRINKLER REPAIRS	2,000.00
11	15	07/01/2024	101	CITY GREASE TRAP SERVICE LLC	GREASE TRAP DISPOSAL	1,000.00
11	16	07/01/2024	70	CITY OF OKC	WATER/SEWER/WASTE	10,000.00
11	17	07/01/2024	50	CLASSIC PAPER SUPPLY INC.	JANITORIAL SUPPLIES	15,000.00
11	18	07/01/2024	76	SCHOOLSTATUS, LLC	COMMUNICATIONS/TECH	3,000.00
11	19	07/01/2024	155	COMMITTEE FOR CHILDREN	COUNSELOR CURRICULUM	1,000.00
11	20	07/01/2024	110	COOPER PROJECT ADVISORS, LLC	BLDG REPAIR/MAINT	23,000.00
11	21	07/01/2024	144	COUNCIL FOR EXCEPTIONAL CHILDREN	MEMBERSHIP AND PD	2,000.00
11	22	07/01/2024	80010	DALIA C MAVAREZ	TRANSLATION SERVICES	300.00
11	23	07/01/2024	145	DEIGHAN EDUCATION LLC	ADMIN MGMT SERVICES	9,000.00
11	24	07/01/2024	89	DEMCO INC.	LIBRARY SUPPLIES	500.00
11	25	07/01/2024	80001	DIANA BEDWELL	REIMB SUPPLIES/TRAVEL	500.00
11	26	07/01/2024	99	DIDAX INCORPORATED	INSTRUCTIONAL SUPPLIES	500.00
11	27	07/01/2024	103	DLENM - LA COSECHA	PROFESSIONAL DEVELOPMENT	2,500.00
11	28	07/01/2024	20	ELITE TECHNOLOGY SOLUTIONS, LLC	PHONES	10,000.00
11	29	07/01/2024	20	ELITE TECHNOLOGY SOLUTIONS, LLC	LAPTOPS/TECH	16,000.00
11	30	07/01/2024	55	EVALUATION WORKS, LLC	PSYCH EVAL SERVICES/THERAPY	17,000.00
11	31	07/01/2024	86	FILTER TEC	HVAC SUPPLIES	1,000.00
11	32	07/01/2024	120	GOFORTH PLUMBING AND MECHANICAL LLC	PLUMBING REPAIRS	2,000.00
11	33	07/01/2024	115	GREASEBUSTERS	KITCHEN HOOD CLEANING	600.00
11	34	07/01/2024	117	HARRISON ENERGY PARTNERS	HVAC REPAIR AND MAINT	9,000.00

## Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 9/30/2024, Fund Codes: 11, 21, 81

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	35	07/01/2024	80000	HEATHER ZACARIAS	REIMB SUPPLIES/TRAVEL	500.00
11	36	07/01/2024	151	HECTOR SANCHEZ	PLAYGROUND MULCHING	5,000.00
11	37	07/01/2024	65	HISPANIC CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP DUES	350.00
11	38	07/01/2024	175	IMAGINATION STATION INC.	ONLINE CURRICULUM	22,000.00
11	39	07/01/2024	14	JENKINS & KEMPER CPA, P.C.	TAX RETURN PREPARATION	750.00
11	40	07/01/2024	17	KELLOGG & SOVEREIGN CONSULTING, LLC	ERATE CONSULTING SERVICES	3,200.00
11	41	07/01/2024	73	KEYSTONE FOODSERVICE	CNP MEALS	200,000.00
11	42	07/01/2024	128	KNOX GLASS, LLC	REKEY LOCKS AND LOCK REPLACEMENT	1,000.00
11	43	07/01/2024	28	LAKESHORE LEARNING	CURRICULUM DEV AND INSTR TECH SUPPLIES	18,000.00
11	44	07/01/2024	94	LETTERING EXPRESS OK, INC.	PROMOTIONAL ITEMS/MARKETING	500.00
11	45	07/01/2024	42	LITERACY RESOURCES, LLC	CURRICULUM	1,000.00
11	46	07/01/2024	58	MEDINA HANDYMAN SERVICES	CUSTODIAL SERVICES	75,000.00
11	47	07/01/2024	12	MIDFIRST BANK	BANK FEES	650.00
11	48	07/01/2024	72	MODERN ENVIRONMENT	GROUNDS MAINTENANCE	12,000.00
11	49	07/01/2024	135	NCS PEARSON, INC.	SPEC ED OT AND SPEECH TESTING MATL	650.00
11	50	07/01/2024	111	NOBLE FIRE AND SAFETY	FIRE EXTINGUISHERS/SPRINKLERS INSPECTION UPDATE	150.00
11	51	07/01/2024	96	OESC	UNEMPLOYMENT	10,000.00
11	52	07/01/2024	69	OG&E	ELECTRICITY	25,000.00
11	53	07/01/2024	67	OKC PERMITS AND ID UNIT	PERMIT FOR ALARM	20.00
11	54	07/01/2024	78	OKCPS FINANCIAL SERVICES - TREASURY	SPONSOR FEES/TRANSPORTATION	25,000.00
11	55	07/01/2024	118	OKLAHOMA ASSOC. FOR BILINGUAL EDUC.	OABE ANNUAL FALL CONFERENCE FOR TEACHERS	500.00
11	56	07/01/2024	160	OKLAHOMA CITY PUBLIC WORKS DEPT	SPEED HUMPS	2,500.00
11	57	07/01/2024	15	OKLAHOMA CONSULTING AND ACCOUNTING	ACCOUNTING SERVICES	25,000.00
11	58	07/01/2024	8	OKLAHOMA SCHOOL ASSURANCE GROUP	WORKERS COMP	2,518.00
11	59	07/01/2024	56	OKLAHOMA SCHOOL INSURANCE GROUP	PROPERTY/ELL/FLEET INSURANCE	86,448.00
11	60	07/01/2024	172	OKLAHOMA SCHOOLS ADVISORY COUNCIL	PROFESSIONAL DEVELOPMENT REGISTRATION	500.00
11	61	07/01/2024	91	OKLAHOMA STATE DEPT OF EDUCATION	CHARTER SCHOOL CLOSURE REVOLVING FUND	1,400.00
11	62	07/01/2024	79	ONG	NATURAL GAS	7,000.00
11	63	07/01/2024	113	OPCSA	ANNUAL MEMBERSHIP	3,500.00
11	64	07/01/2024	22	OPSRC	SCHOOLMINT STUDENT ENROLLMENT SERVICE	2,500.00
11	65	07/01/2024	171	PACIFIC LEARNING INC.	RSA CURRICULUM	1,000.00
11	66	07/01/2024	162	PAYNE EDUCATION CENTER	SPECIAL EDUCATION TRAINING	500.00

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Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	67	07/01/2024	153	PBISAPPS	STRONGER CONNECTIONS GRANT - SOFTWARE	500.00
11	68	07/01/2024	157	PHILLIPS MURRAH P.C.	LEGAL SERVICES	12,000.00
11	69	07/01/2024	77	PROFESSIONAL OKLAHOMA EDUCATORS	WORKSHOP	150.00
11	70	07/01/2024	30	QUINTELLA PRINTING	NAME BADGES/PARKING SAFETY SIGNAGE	1,000.00
11	71	07/01/2024	63	R.K. BLACK, INC.	COPIER LEASE/MAINT AGREEMENT	5,500.00
11	72	07/01/2024	165	RICHARD PAULK	CPR TRAINING FOR STAFF	250.00
11	73	07/01/2024	23	ROCKET COLOR	PRINTING SCHOOL MATERIALS	1,000.00
11	74	07/01/2024	114	ROTARY CLUB OF SOUTH OKC	APPLICATION AND ANNUAL MEMBERSHIP FEE	1,000.00
11	75	07/01/2024	106	SAM'S CLUB MASTERCARD	JULY CARD PAYMENT	21.60
11	76	07/01/2024	106	SAM'S CLUB MASTERCARD	AUGUST CREDIT CARD PAYMENT	500.00
11	77	07/01/2024	106	SAM'S CLUB MASTERCARD	SEPTEMBER CREDIT CARD PAYMENT	490.56
11	78	07/01/2024	106	SAM'S CLUB MASTERCARD	OCTOBER CREDIT CARD PAYMENT	500.00
11	79	07/01/2024	106	SAM'S CLUB MASTERCARD	NOVEMBER CREDIT CARD PAYMENT	500.00
11	80	07/01/2024	106	SAM'S CLUB MASTERCARD	DECEMBER CREDIT CARD PAYMENT	500.00
11	81	07/01/2024	106	SAM'S CLUB MASTERCARD	JANUARY CREDIT CARD PAYMENT	500.00
11	82	07/01/2024	106	SAM'S CLUB MASTERCARD	FEBRUARY CREDIT CARD PAYMENT	500.00
11	83	07/01/2024	106	SAM'S CLUB MASTERCARD	MARCH CREDIT CARD PAYMENT	500.00
11	84	07/01/2024	106	SAM'S CLUB MASTERCARD	APRIL CREDIT CARD PAYMENT	500.00
11	85	07/01/2024	106	SAM'S CLUB MASTERCARD	MAY CREDIT CARD PAYMENT	500.00
11	86	07/01/2024	106	SAM'S CLUB MASTERCARD	JUNE CREDIT CARD PAYMENT	500.00
11	87	07/01/2024	25	SAM'S CLUB/SYNCHRONY BANK	CLASSROOM SUPPLIES/ PAPER GOODS	5,000.00
11	88	07/01/2024	87	SCHOLASTIC INC. EDUCATION	LIBRARY BOOKS	1,000.00
11	89	07/01/2024	46	SCHOOL SAFE ID	HANG TAGS FOR PARENT PICKUP	5,969.95
11	90	07/01/2024	34	SCOTT RICE	OFFICE FURNITURE	3,327.67
11	91	07/01/2024	44	SECURLY, INC.	CURRICULUM DEVELOPMENT AND INSTR TECH SERVICES	5,303.25
11	92	07/01/2024	105	SOUTH OKLAHOMA CITY CHAMBER OF COMM	ANNUAL MEMBERSHIP	600.00
11	93	07/01/2024	26	STAPLES BUSINESS CREDIT	OFFICE/INSTR. SUPPLY	5,000.00
11	94	07/01/2024	122	STRYKER INTEGRATED SOLUTIONS	ANNUAL FIRE ALARM AND SPRINKLER INSPECTIONS	1,000.00
11	95	07/01/2024	167	SUPERIOR FENCE	FENCING	1,000.00
11	96	07/01/2024	6	SYLOGISTED, INC.	ACCOUNTING SOFTWARE/FORMS	10,000.00
11	97	07/01/2024	169	TEXAS ASSOC FOR BILINGUAL EDUCATION	RSA PROF DEV WORKSHOP	500.00
11	98	07/01/2024	161	THE PE SPECIALIST	ONLINE PE CURRICULUM	250.00

## Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 9/30/2024, Fund Codes: 11, 21, 81

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	99	07/01/2024	156	THE READING LEAGUE	ONLINE ACADEMY KNOWLEDGE BLOCK	3,000.00
11	100	07/01/2024	75	THE UNIVERSITY OF OKLAHOMA-ELQA	CENTER FOR EARLY CHILDHOOD PD	150.00
11	101	07/01/2024	133	THE WOMBLE COMPANY	WINDOW REPAIR	2,000.00
11	102	07/01/2024	80	TODAY'S THERAPY SOLUTIONS	SPECIAL ED SERVICES	60,000.00
11	103	07/01/2024	130	TREK ELECTRIC LLC	ELECTRICAL WORK	1,000.00
11	104	07/01/2024	174	TWIG EDUCATION	CURRICULUM	9,000.00
11	105	07/01/2024	97	TWO KINGS CONSULTING	ELL TESTING	5,500.00
11	106	07/01/2024	57	ULINE SHIPPING SUPPLIES	PARKING LOT SIGNAGE/CLASSROOM MATERIALS	2,000.00
11	107	07/01/2024	10	USPS	POSTAGE	450.00
11	108	07/01/2024	68	VSC FIRE AND SECURITY	MONITORING FOR FIRE AND SECURITY	8,000.00
11	109	07/01/2024	132	WALKER COMPANIES	NOTARY STAMP AND RENEWALS	1,000.00
11	110	07/01/2024	71	WM CORPORATE SERVICES, INC.	WASTE MANAGEMENT	4,500.00
11	111	07/01/2024	178	MIDCON DATA SERVICES, LLC	SHREDDING	300.00
11	112	07/01/2024	123	LINGO CONSTRUCTION SERVICES LLC	SECURITY WINDOW COVERINGS	100,000.00
11	113	07/01/2024	179	NABHOLZ	CONCRETE REPAIR	948.00
11	114	07/29/2024	180	QUIK PRINT	PRESENTATION TO OSDE	1,500.00
11	115	07/30/2024	181	FOCAL POINTE OF OKLAHOMA, LLC	LANDSCAPING SERVICES	15,000.00
11	116	08/02/2024	31	NWEA	STUDENT TESTING	5,000.00
11	117	08/18/2024	182	SCHOOL HEALTH CORPORATION	NURSE/VISION SCREENING SUPPLIES	150.00
11	118	09/04/2024	183	CARDIACLIFE	AED MACHINE	1,521.67
11	119	09/13/2024	184	INSTITUTE FOR MULTI-SENSORY ED	PROFESSIONAL DEVELOPMENT	1,500.00
11	120	09/19/2024	185	VENTRIS LEARNING	UFLI FOUNDATIONS INSTRUCTIONAL SUPPLY	301.00
81	1	07/01/2024	27	AMAZON CAPITAL SERVICES	SETTING UP TEACHER CLASSROOMS	14,673.00
81	2	07/01/2024	27	AMAZON CAPITAL SERVICES	PLAYGROUND EQUIPMENT PRJ 005	1,300.00
81	3	07/01/2024	27	AMAZON CAPITAL SERVICES	OERB STEM SUPPLIES	1,897.00
81	4	07/01/2024	21	CANDOR	PUBLIC RELATIONS	5,000.00
81	5	07/01/2024	28	LAKESHORE LEARNING	CLASSROOM FUND FOR TEACHERS TO EQUIP ROOMS	4,600.00
81	6	07/01/2024	28	LAKESHORE LEARNING	PLAYGROUND EQUIPMENT PRJ 005	1,366.00
81	7	07/01/2024	25	SAM'S CLUB/SYNCHRONY BANK	MEALS FOR STAFF	2,000.00
81	8	07/01/2024	176	TRAFERA	CHROMEBOOKS AND CART	24,000.00
81	9	07/01/2024	16	WHEELER COMMUNITY FOUNDATION	WHEELER RENT FROM DONATION	624,000.00
81	10	08/07/2024	46	SCHOOL SAFE ID	SCHOOL SAFE ID AND DISMISSAL SOFTWARE	338.95
81	11	08/28/2024	106	SAM'S CLUB MASTERCARD	STEM SUPPLIES	402.48

**Encumbrance Register**

**Options:** Year: 2024-2025, Date Range: 7/1/2024 - 9/30/2024, Fund Codes: 11, 21, 81

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
81	12	09/11/2024	142	WESTERN GATEWAY LUNCH BALANCES	LUNCH DONATIONS FOR STUDENTS	194.30
81	13	09/26/2024	106	SAM'S CLUB MASTERCARD	BLDG SUPPLIES	59.70
<b>Non-Payroll Total:</b>						<b>\$1,701,146.13</b>
<b>Payroll Total:</b>						<b>\$2,350,084.17</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$4,051,230.30</b>

**Western Gateway Elementary School Inc.**

**Encumbrance Register**

**Options:** Year: 2024-2025, Date Range: 9/1/2024 - 9/30/2024, Fund Codes: 11, 21, 81

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	2	07/01/2024	27	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES AND MATERIALS	0.00
11	3	07/01/2024	51	AMUNDSEN COMMERCIAL KITCHENS	KITCHEN APPLIANCES AND EQUIP	585.00
11	25	07/01/2024	80001	DIANA BEDWELL	REIMB SUPPLIES/TRAVEL	0.00
11	28	07/01/2024	20	ELITE TECHNOLOGY SOLUTIONS, LLC	PHONES	0.00
11	38	07/01/2024	175	IMAGINATION STATION INC.	ONLINE CURRICULUM	0.00
11	77	07/01/2024	106	SAM'S CLUB MASTERCARD	SEPTEMBER CREDIT CARD PAYMENT	-9.44
11	90	07/01/2024	34	SCOTT RICE	OFFICE FURNITURE	327.67
11	102	07/01/2024	80	TODAY'S THERAPY SOLUTIONS	SPECIAL ED SERVICES	0.00
11	118	09/04/2024	183	CARDIACLIFE	AED MACHINE	1,521.67
11	119	09/13/2024	184	INSTITUTE FOR MULTI-SENSORY ED	PROFESSIONAL DEVELOPMENT	1,500.00
11	120	09/19/2024	185	VENTRIS LEARNING	UFLI FOUNDATIONS INSTRUCTIONAL SUPPLY	301.00
81	12	09/11/2024	142	WESTERN GATEWAY LUNCH BALANCES	LUNCH DONATIONS FOR STUDENTS	194.30
81	13	09/26/2024	106	SAM'S CLUB MASTERCARD	BLDG SUPPLIES	59.70

<b>Non-Payroll Total:</b>	<b>\$4,479.90</b>
<b>Payroll Total:</b>	<b>\$2,989.75</b>
<b>Balance Forward:</b>	<b>\$4,043,760.65</b>
<b>Report Total:</b>	<b>\$4,051,230.30</b>

**WESTERN GATEWAY ELEMENTARY SCHOOL  
OKLAHOMA CITY, OKLAHOMA**

**MONTHLY FINANCIAL REPORT**

**September 30, 2024 and Year to Date**

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**JENKINS & KEMPER**  
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA  
MICHAEL KEMPER, CPA

October 4, 2024

Honorable Board of Trustees  
Western Gateway  
Oklahoma City, Oklahoma

We have compiled the accompanying statement of assets, liabilities, and net assets – cash basis for the Western Gateway as of September 30, 2024, and the related statements of revenues and expenses – cash basis for the three (3) months then ended. Our compilation was performed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the cash basis of accounting and the budget laws of the State of Oklahoma, which is a basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting, in the form of financial statements and supplemental information that is the representation of the management. We have not audited or reviewed the accompanying financial statements and supplemental information and, accordingly, do not express an opinion or any other form of assurance on them. However, we did become aware of a departure from the cash and budgetary basis of accounting that is described in the following paragraph.

The regulatory basis of accounting requires a specific format of presentation of governmental funds and the accompanying presentation does not comply with that format. Additionally, fixed assets and any related debt are not included in the statement of assets, liabilities and net assets presented on a cash basis. Any such accounts are reflected in the statement of revenues and expenses as a corresponding receipt and/or expenditure of funds. The effects of these departures on the financial statements have not been determined.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the school's assets, liabilities, net assets, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Western Gateway.

Sincerely,

*Jenkins & Kemper, CPAs P.C.*

Jenkins & Kemper  
Certified Public Accountants, P.C.

**WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR  
 STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS  
 AT SEPTEMBER 30, 2024**

	<u>General Fund</u>	<u>Building Fund</u>	<u>Gifts Fund</u>	<u>Activity Fund</u>	<u>Totals</u>
<b>Assets</b>					
Cash	\$ 470,656.06	184,734.90	404,773.02	46,019.78	1,106,183.76
<b>Liabilities</b>					
Outstanding Payments	83,289.12		1,631.21	3,686.92	88,607.25
Reserves	3,662.59				3,662.59
Funds Held for Student Organizations				42,332.86	42,332.86
<b>Total Liabilities</b>	<u>86,951.71</u>		<u>1,631.21</u>	<u>46,019.78</u>	<u>134,602.70</u>
<b>Net Assets</b>	<u>\$ 383,704.35</u>	<u>184,734.90</u>	<u>403,141.81</u>		<u>971,581.06</u>

**WESTERN GATEWAY ELEMENTARY SCHOOL  
 COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN CASH FUND  
 BALANCES REGULATORY BASIS - ALL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST  
 SEPTEMBER 30, 2024**

	GOVERNMENTAL FUND TYPES		FIDUCIARY FUND TYPES	TOTALS (MEMO. ONLY)
	GENERAL	SPECIAL REVENUE	EXPENDABLE TRUST FUND	
Revenues				
Local sources	\$ 17,097.06		170,150.00	187,247.06
State sources	610,808.46			610,808.46
Federal sources	18,160.44			18,160.44
Total revenues	<u>646,065.96</u>	<u>-</u>	<u>170,150.00</u>	<u>816,215.96</u>
Expenditures				
Instruction	310,693.48		31,532.12	342,225.60
Support services	330,341.36		158,931.13	489,272.49
Operation of non-instructional services	16,268.21			16,268.21
Other uses	2,518.00			2,518.00
Total expenditures	<u>659,821.05</u>	<u>-</u>	<u>190,463.25</u>	<u>850,284.30</u>
Revenues over (under) expenditures	(13,755.09)	-	(20,313.25)	(34,068.34)
Cash fund balance, beginning of year	<u>397,459.44</u>	<u>184,734.90</u>	<u>423,455.06</u>	<u>1,005,649.40</u>
Cash fund balance, end of period	<u>\$ 383,704.35</u>	<u>184,734.90</u>	<u>403,141.81</u>	<u>971,581.06</u>

**WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR  
STATEMENT OF REVENUE AND EXPENSES- GENERAL FUND - CASH BASIS**

	Source Codes	2023-24 Actual	2023-24 As of 9/30/23	% of YTD to Actual	2024-25 Budgeted	2024-25 As of 9/30/24	% of YTD to Budgeted
<u>Revenue</u>							
Reimbursements	1500	\$ 3,033.50	2,732.32	90.1%	-	-	N/A
Donations	1610	11,830.01	5,880.00	49.7%	5,202.00	5,202.00	100.0%
Local District Contracts	1650	-	-	N/A	2,400.00	2,400.00	100.0%
Local CNP	1700	38,530.87	6,624.33	17.2%	36,900.00	9,495.06	25.7%
Foundation and Salary Incentive Aid	3210	2,175,098.25	317,435.48	14.6%	2,164,788.38	389,661.91	18.0%
Flexible Benefit Allowance	3250	219,110.99	30,531.64	13.9%	214,896.04	39,350.42	18.3%
Reading Sufficiency (prj 367)	3415	23,372.80	-	0.0%	-	-	N/A
State Textbooks (prj 333)	3420	16,935.38	14,838.52	87.6%	17,840.46	17,840.46	100.0%
School Resource Officer (prj 376)	3436	19,873.95	-	0.0%	163,955.67	163,955.67	100.0%
State CNP	3700	1,311.20	-	0.0%	1,300.00	-	0.0%
Title I pt. A (prj 511)	4210	62,350.10	-	0.0%	84,373.02	-	0.0%
Title II pt. A (prj 541)	4271	16,903.56	-	0.0%	12,355.95	-	0.0%
Special Education - Prof Dev (prj 615)	4310	400.00	-	0.0%	500.00	-	0.0%
Special Education - Flow Through (prj 621)	4310	45,280.16	-	0.0%	51,664.39	-	0.0%
Preschool (prj 641)	4340	378.62	-	0.0%	523.57	-	0.0%
Title IV, pt. A (prj 552)	4442	10,129.52	-	0.0%	10,000.00	-	0.0%
Stronger Connections Grant (prj 715)	4445	124,031.76	-	0.0%	205,691.44	-	0.0%
ARP ESSER III LETRS (prj 726)	4689	646.00	-	0.0%	-	-	N/A
ESSER III (prj 795)	4689	109,649.41	-	0.0%	-	-	N/A
Federal Meal Reimbursement	4700	139,186.45	10,435.38	7.5%	122,400.00	-	0.0%
Prior Year Federal Revenue	4000	2,306.15	2,306.15	100.0%	18,160.44	18,160.44	100.0%
Correcting Entries	5600	938.44	82.65	8.8%	-	-	N/A
Total revenue		<u>3,021,297.12</u>	<u>390,866.47</u>	12.9%	<u>3,112,951.36</u>	<u>646,065.96</u>	20.8%
<u>Expenditures</u>							
Payroll		2,116,344.18	376,229.44	17.8%	2,451,003.39	413,644.47	16.9%
Accounts Payable		852,977.86	214,950.37	25.2%	1,029,907.66	246,176.58	23.9%
Total expenditures		<u>2,969,322.04</u>	<u>591,179.81</u>	19.9%	<u>3,480,911.05</u>	<u>659,821.05</u>	19.0%
Revenue over (under) expenses		51,975.08	(200,313.34)		(367,959.69)	(13,755.09)	
Net Assets (beginning)	6110	343,153.39	343,153.39	100.0%	397,459.44	397,459.44	100.0%
Other Financing Sources (Uses):							
Transfer to Insurance Recovery		(4,667.70)	-		-	-	
Lapsed/Estopped		6,998.67	-		-	-	
Ending Net Assets		<u>\$ 397,459.44</u>	<u>142,840.05</u>		<u>29,499.75</u>	<u>383,704.35</u>	

## **SUPPLEMENTAL INFORMATION**

**WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR  
GENERAL FUND -SUPPLEMENTAL REPORT OF REVENUE BY MONTH - CASH BASIS**

	<u>Totals</u>	<u>July</u>	<u>August</u>	<u>September</u>
Donations - Inasmuch (prj 001)	\$ 5,202.00	-	-	5,202.00
Refunds and Other Local	-	-	-	-
Local Child Nutrition Program	9,495.06	-	376.00	9,119.06
State Aid	389,661.91	-	194,830.95	194,830.96
Flexible Benefits Allowance	39,350.42	-	19,340.64	20,009.78
State Textbooks (prj 333)	17,840.46	-	17,840.46	-
School Resource Officer (prj 376)	163,955.67	-	163,955.67	-
Stronger Connections Grant (prj 715)	18,160.44	-	18,160.44	-
Erate	2,400.00	2,400.00	-	-
	<u>\$ 646,065.96</u>	<u>2,400.00</u>	<u>414,504.16</u>	<u>229,161.80</u>

**WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR  
STATEMENT OF EXPENSES BY PROJECT/OBJECT  
- GENERAL FUND - CASH BASIS**

<b>Classification (Project-Object)</b>	<b>Object</b>	<b>2023-24 Actuals</b>	<b>2024-25 Original Budget</b>	<b>2024-25 As of 9/30/24</b>	<b>% of YTD to Budg.</b>
<b>General Fund &amp; Local Codes (Proj. 000)</b>					
Salaries	100	\$ 1,268,408.57	1,581,528.12	271,306.91	17.15%
Employee Benefits	200	296,812.71	362,589.72	62,135.56	17.14%
Worker's Comp./State Unempl.	270-280	1,836.00	12,518.00	2,518.00	20.12%
Administrative Services	310	16,606.80	18,200.00	1,500.00	8.24%
Educational Services	320	20,759.50	20,500.00	3,233.00	15.77%
Accounting and Other Professional Services	330	25,350.00	25,750.00	4,650.00	18.06%
Medical Services	336	49,884.16	77,000.00	1,622.50	2.11%
Security Services	344	450.00	8,370.00	-	0.00%
Technology Related Services	346	298.05	300.00	-	0.00%
Legal Services	350	11,000.00	12,000.00	1,625.00	13.54%
Professional Development	359	540.00	3,369.00	119.00	3.53%
Water Service	411	9,095.12	10,000.00	5,862.72	58.63%
Cleaning Services	421	76,085.00	75,000.00	19,199.10	25.60%
Disposal Services	423	3,511.35	4,800.00	1,082.26	22.55%
Pest Control	424	700.00	1,200.00	350.00	29.17%
Lawn Care Services	426	12,156.30	27,000.00	4,500.53	16.67%
Repairs and Maintenance Services	430	57,095.40	66,543.71	13,351.96	20.06%
Student Transportation	511	510.00	-	-	N/A
Insurance Services	520	81,928.00	88,558.00	88,558.00	100.00%
Communications Services	530	12,053.91	13,469.99	5,272.24	39.14%
Advertising	540	697.02	1,700.00	150.00	8.82%
Printing Services	550	844.25	3,887.00	1,041.67	26.80%
Out-of-District Travel	580	317.55	825.14	-	0.00%
General Supplies	600	8,560.12	62,582.05	4,192.60	6.70%
Building/Janitorial Supplies	618	14,676.17	28,534.74	5,143.54	18.03%
Electricity	624	24,640.80	25,000.00	12,505.12	50.02%
Natural Gas	627	6,508.41	7,000.00	651.83	9.31%
Books	640	29,176.05	6,078.80	78.80	1.30%
Furniture and Fixtures	651	999.76	3,636.55	3,636.55	100.00%
Technology Supply/Software	653	22,703.35	47,392.75	27,774.75	58.61%
Awards, Gifts, Decorations	680	1,918.65	2,500.00	-	0.00%
Landscaping	714	2,099.25	5,000.00	2,899.01	57.98%
Equipment	730	30,248.80	5,303.25	5,303.25	100.00%
Sponsor Fees	805	21,750.99	25,000.00	3,896.62	15.59%
Dues and Fees	810	8,081.28	7,649.00	1,267.90	16.58%
Registrations	860	762.00	11,800.00	-	0.00%
Reimbursement/Correcting Entries	900	803.24	-	-	N/A
Subtotal		<u>2,119,868.56</u>	<u>2,652,585.82</u>	<u>555,428.42</u>	20.94%
<b>Child Nutrition Program (Proj. various CNP)</b>					
Cleaning/Disposal Services	420	1,450.00	1,600.00	825.00	51.56%
Repairs	430	-	330.00	330.00	100.00%
Food Service Management	570	170,159.81	200,000.00	14,604.91	7.30%
Kitchen Products and Supplies	600	11,065.38	1,593.30	508.30	31.90%
Subtotal		<u>182,675.19</u>	<u>203,523.30</u>	<u>16,268.21</u>	7.99%
<b>Flexible Benefit Allowance (Proj. 331-335)</b>					
Salaries/Employee Benefits	100-299	212,255.99	239,002.08	37,115.20	15.53%
<b>State Textbooks (Proj. 333)</b>					
Books	640	16,935.38	-	-	N/A
Subtotal		<u>16,935.38</u>	<u>-</u>	<u>-</u>	N/A

**WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR  
STATEMENT OF EXPENSES BY PROJECT/OBJECT  
- GENERAL FUND - CASH BASIS**

<b>Classification (Project-Object)</b>	<b>Object</b>	<b>2023-24 Actuals</b>	<b>2024-25 Original Budget</b>	<b>2024-25 As of 9/30/24</b>	<b>% of YTD to Budg.</b>
<b>Reading Sufficiency (Proj. 367)</b>					
Professional Development	359	2,400.00	-	-	N/A
General Supplies	600	30,144.06	1,301.00	-	0.00%
Registrations	860	1,570.00	1,500.00	1,500.00	100.00%
Subtotal		<u>34,114.06</u>	<u>2,801.00</u>	<u>1,500.00</u>	53.55%
<b>School Resource Officer (Proj. 376)</b>					
Security Services	344	7,646.00	630.00	630.00	100.00%
Bldg Repair/Maint	430	2,310.00	100,000.00	-	0.00%
Technology/Furniture and Fixtures	650	-	5,392.42	5,392.42	100.00%
Equipment	700	9,917.95	-	-	N/A
Subtotal		<u>19,873.95</u>	<u>106,022.42</u>	<u>6,022.42</u>	5.68%
<b>Title I, Part A (Proj. 511)</b>					
Salaries/Employee Benefits	100-299	86,347.36	105,528.97	18,130.25	17.18%
General Supplies	600	-	1,200.00	-	0.00%
Subtotal		<u>86,347.36</u>	<u>106,728.97</u>	<u>18,130.25</u>	16.99%
<b>Special Education Prof Dev (Proj. 615)</b>					
Registrations	860	400.00	500.00	-	0.00%
Subtotal		<u>400.00</u>	<u>500.00</u>	<u>-</u>	0.00%
<b>Special Education (Proj. 621)</b>					
Salaries/Employee Benefits	100-299	29,000.00	45,295.00	5,446.65	12.02%
Medical Services	336	15,749.72	6,369.39	-	0.00%
Subtotal		<u>44,749.72</u>	<u>51,664.39</u>	<u>5,446.65</u>	10.54%
<b>Preschool (Proj. 641)</b>					
Medical Services	336	378.62	523.57	-	0.00%
Subtotal		<u>378.62</u>	<u>523.57</u>	<u>-</u>	0.00%
<b>Stronger Connections Grant (Proj. 715)</b>					
Salaries/Employee Benefits	100-299	113,988.54	117,059.50	19,509.90	16.67%
Professional Services	300	405.00	-	-	N/A
Out-of-District Travel	580	6,437.61	-	-	N/A
General Supplies	600	7,940.25	500.00	400.00	80.00%
Dues, Fees and Registrations	800	13,420.80	-	-	N/A
Subtotal		<u>142,192.20</u>	<u>117,559.50</u>	<u>19,909.90</u>	16.94%
<b>ARP ESSER III LETRS (Proj. 726)</b>					
Salaries/Employee Benefits	100-299	645.90	-	-	N/A
Subtotal		<u>645.90</u>	<u>-</u>	<u>-</u>	N/A
<b>ESSER III (Proj. 795)</b>					
Salaries/Employee Benefits	100-299	108,885.11	-	-	N/A
Subtotal		<u>108,885.11</u>	<u>-</u>	<u>-</u>	N/A
<b>Grand Total</b>					
		<u>2,969,322.04</u>	<u>3,480,911.05</u>	<u>659,821.05</u>	18.96%
Payroll Expenses	100-200	2,116,344.18	2,451,003.39	413,644.47	16.88%
Non-Payroll Expenses	300-900	852,977.86	1,029,907.66	246,176.58	23.90%
Totals		<u>\$ 2,969,322.04</u>	<u>3,480,911.05</u>	<u>659,821.05</u>	18.96%



**WESTERN GATEWAY ELEMENTARY SCHOOL - 2024-25 FISCAL YEAR  
SUPPLEMENTAL THREE YEAR COMPARISON OF EXPENSES - CASH BASIS**

	2022-23 Expenditures		2023-24 Expenditures		2024-25 Expenditures	
	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>
July	\$ 17,635.85	29,344.27	21,295.35	53,130.38	21,974.76	120,634.33
August	130,819.56	89,090.65	176,214.68	75,007.36	192,326.70	37,931.59
September	139,499.79	56,087.07	178,719.41	86,812.63	199,343.01	87,610.66
October	139,858.71	74,400.95	179,819.33	72,993.78	-	-
November	136,577.50	40,878.23	175,524.59	49,333.21	-	-
December	136,016.04	56,607.85	170,837.07	54,939.40	-	-
January	138,582.93	37,752.63	172,503.15	57,098.67	-	-
February	139,548.25	64,042.45	179,440.97	67,303.60	-	-
March	139,327.39	51,073.65	176,715.02	57,392.39	-	-
April	138,323.06	41,622.21	177,556.28	61,428.87	-	-
May	390,539.07	51,632.02	507,072.43	79,351.66	-	-
June	17,572.50	116,472.13	645.90	138,185.91	-	-
	<u>\$ 1,664,300.65</u>	<u>709,004.11</u>	<u>2,116,344.18</u>	<u>852,977.86</u>	<u>413,644.47</u>	<u>246,176.58</u>
		<u>2,373,304.76</u>		<u>2,969,322.04</u>		<u>659,821.05</u>

	2022-23 Expenditures		2023-24 Expenditures		2024-25 Expenditures	
	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>	<u>Salary</u>	<u>Non-salary</u>
July	\$ 17,635.85	29,344.27	21,295.35	53,130.38	21,974.76	120,634.33
August	130,819.56	89,090.65	176,214.68	75,007.36	192,326.70	37,931.59
September	139,499.79	56,087.07	178,719.41	86,812.63	199,343.01	87,610.66
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
	<u>\$ 287,955.20</u>	<u>174,521.99</u>	<u>376,229.44</u>	<u>214,950.37</u>	<u>413,644.47</u>	<u>246,176.58</u>
		<u>462,477.19</u>		<u>591,179.81</u>		<u>659,821.05</u>

# Western Gateway Elementary School Inc.

## Revenue/Expenditure Summary

**Options:** Fund: 21, Date Range: 7/2/2024 - 9/30/2024

	<b>Begin Balance</b>	<b>Receipts</b>	<b>Adjusting Entries</b>	<b>Payments</b>	<b>Cash End Balance</b>	<b>Unpaid POs</b>	<b>End Balance</b>
318 REDBUD SCHOOL FUNDING ACT	\$184,734.90	\$0.00	\$0.00	\$0.00	\$184,734.90	\$0.00	\$184,734.90
<b>Total</b>	<b>\$184,734.90</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$184,734.90</b>	<b>\$0.00</b>	<b>\$184,734.90</b>

# Western Gateway Elementary School Inc.

## Revenue/Expenditure Summary

**Options:** Fund: 81, Date Range: 7/2/2024 - 9/30/2024

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
001 INASMUCH FOUNDATION	\$326,639.34	\$0.00	\$0.00	\$27,759.01	\$298,880.33	\$7,840.99	\$291,039.34
002 WCF DONATION	\$80,229.58	\$158,000.00	\$0.00	\$158,100.00	\$80,129.58	\$465,900.00	(\$385,770.42)
005 CROSSFIRST BANK (PLAYGROUND)	\$2,666.05	\$0.00	\$0.00	\$449.68	\$2,216.37	\$2,276.02	(\$59.65)
007 TFCU	\$3,540.00	\$0.00	\$0.00	\$338.95	\$3,201.05	\$0.00	\$3,201.05
008 NEW HORIZONS FNDTN - AMZN	\$2,673.26	\$12,000.00	\$0.00	\$3,370.63	\$11,302.63	\$11,302.37	\$0.26
013 PIÑON FOUNDATION GRANT	\$4,865.10	\$0.00	\$0.00	\$0.00	\$4,865.10	\$0.00	\$4,865.10
015 OERB - STEM	\$1,897.43	\$0.00	\$0.00	\$402.48	\$1,494.95	\$1,897.00	(\$402.05)
016 MUSIC PROGRAM	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$900.00
285 CNP LOCAL	\$44.30	\$150.00	\$0.00	\$42.50	\$151.80	\$151.80	\$0.00
<b>Total</b>	<b>\$423,455.06</b>	<b>\$170,150.00</b>	<b>\$0.00</b>	<b>\$190,463.25</b>	<b>\$403,141.81</b>	<b>\$489,368.18</b>	<b>(\$86,226.37)</b>

# Western Gateway Elementary School Inc.

## Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 7/2/2024 - 9/30/2024

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
815 WGES GENERAL ACTIVITY	\$29,602.76	\$16,408.75	\$0.00	\$5,249.20	\$40,762.31	\$520.00	\$40,242.31
816 OSO FAMILY FUND	\$1,234.99	\$460.00	\$0.00	\$124.44	\$1,570.55	\$75.56	\$1,494.99
<b>Total</b>	<b>\$30,837.75</b>	<b>\$16,868.75</b>	<b>\$0.00</b>	<b>\$5,373.64</b>	<b>\$42,332.86</b>	<b>\$595.56</b>	<b>\$41,737.30</b>



- We are a family that values, supports, and encourages one another. We belong here and we hold each other accountable.
- We believe respect for each other and our profession is foundational in modeling the expectations we teach our students and for the development of a flourishing faculty.
- We believe in building a thriving school community that welcomes diverse backgrounds and works to make a positive impact by holding high expectations for our students, their families, and each other.
- We believe in taking responsibility for our words, actions, and behavior. Each member is responsible for contributing to the best of their ability to help our students and our school community grow, thrive, and succeed.

**PARTICIPATION AGREEMENT AMONG  
 OKLAHOMA STATE DEPARTMENT OF EDUCATION (OSDE),  
 PUBLIC CONSULTING GROUP LLC (PCG),  
 AND THE SCHOOL DISTRICT  
 THE OSDE UNDER THE AUTHORITY OF AGREEMENT WITH  
 OKLAHOMA HEALTH CARE AUTHORITY (OHCA)  
 SCHOOL-BASED HEALTH SERVICES PROGRAM**

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Participating School District

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Street Address

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City

State

Zip Code

This Participation Agreement (the “Participation Agreement”) is entered into by and among the Oklahoma State Department of Education (“OSDE”), Public Consulting Group LLC (“PCG”), and the above-referenced School District (“the DISTRICT”) as of July 1, 2024 (“Effective Date”).

We, the District, will be participating in:

- Fee-for-Service (FFS)
- Medicaid Administrative Claiming (MAC)\*

\*In order to participate in MAC, the District must participate in FFS

**WHEREAS**, the DISTRICT is a public school district that employs or contracts with health care providers to provide school-based health-related services to students including special-needs students; and

**WHEREAS**, the DISTRICT requires assistance in billing Medicaid for covered services that are provided to Medicaid-eligible students, and in collecting amounts billed; and

**WHEREAS**, OSDE is duly authorized to administer the Medicaid School-Based Health Services (SBHS) program pursuant to its June 2017 contract with the Oklahoma Health Care Authority (“OHCA”) (the “Authorizing Agreement”); and

**WHEREAS**, PCG is duly authorized to provide Medicaid claiming services to the DISTRICT, pursuant to its contract with OSDE (Purchase Order 2659019714 (the “PCG Contract”)); and;

**WHEREAS**, pursuant to the Authorizing Agreement and PCG Contract, in order to participate in the OSDE administered SBHS program, DISTRICT must record all health-related services they provide to special education students as well as the necessary claims

support documentation in OK EDPlan™ (which include EasyTrac™); and the PCG Claiming System; and

**WHEREAS**, the DISTRICT wishes to participate in the SBHS program and allow PCG to coordinate Medicaid Administrative Claim (MAC) activities and for the DISTRICT to receive Medicaid claiming services from PCG pursuant to the terms and conditions contained in this Participation Agreement and in accordance with Authorizing Agreement and the PCG Contract; and

**THEREFORE**, OSDE, PCG, and the DISTRICT agree to the terms and conditions set forth in this Participation Agreement.

*[Remainder of page intentionally left blank]*

## **I. SCOPE OF SERVICES**

- A.** PCG will perform the services and fulfill the operational responsibilities assigned to it in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. The DISTRICT and OSDE will perform the services and fulfill the responsibilities assigned to them respectively in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. However, PCG’s performance of the services described in the attached **Exhibit A** and **Exhibit B** is expressly conditioned upon the DISTRICT’s performance of its responsibilities and upon OSDE’s performance of its responsibilities under the Participation Agreement and above-referenced **Exhibit A** and **Exhibit B**.
- B.** The parties to this Participation Agreement may expand the scope of this Participation Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Participation Agreement.
- C.** Additional scope of work if requested by the DISTRICT. As a participant in the OSDE SBHS program, districts will have the option to receive disability evaluation support through third party vendor PresenceLearning. This includes the following services:
- Direct evaluation support to Participating Districts of the OSDE Medicaid Program
  - Virtual Evaluations
  - Priority will be eligibility evaluations, followed by additional areas dictated by OSDE
  - District Engagement
  - Performance Reporting (Monthly)
  - Service Assessments and Feedback

## **II. TERM**

- A.** The term of this Participation Agreement (the “**Term**”) shall commence on the Effective Date and shall continue through June 30, 2025.
- B.** Notwithstanding the foregoing, this Participation Agreement will expire automatically upon the expiration or termination of the PCG Contract or the Authorizing Agreement, whichever occurs earlier.

## **III. CLAIMING AND COMPENSATION PROCEDURES**

- A.** Pursuant to the Authorizing Agreement, the PCG Contract, and this Participation Agreement, including the exhibits hereto, PCG will submit



Medicaid reimbursement and quarterly MAC claims to OHCA on behalf of the OSDE and all DISTRICTs participating in the SBHS program.

- B.** Pursuant to Article 5.1.C of the Authorizing Agreement, for services rendered on or after July 1, 2018, OHCA will make payments directly to the DISTRICT, within 45 days of submission of a clean claim, and OCHA will invoice the DISTRICT for the State share of all such payments.
- C.** For fee-for-service claims the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA on account of the above-referenced claims, as compensation for PCG services.
  - a.** PCG shall invoice the DISTRICT only after reimbursement has been received by the DISTRICT. Each invoice shall state the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- D.** For MAC the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA, as compensation for PCG services.
- E.** Upon expiration or termination of this Participation Agreement, PCG shall be entitled to payments for services provided prior to termination. The parties acknowledge that one or more invoices may be submitted or recouped by PCG after the termination date, following reimbursements received by the DISTRICT on account of such services. Accordingly, the parties agree that the provisions associated with PCG's compensation shall survive expiration or termination of this Participation Agreement.
- F.** This Agreement provides a mechanism for payment to the DISTRICT by OHCA (through OSDE and PCG) using federal funds from CMS, and the parties agree that it in no way creates a requirement for OHCA to reimburse any DISTRICT from OHCA state funds.

#### **IV. DISALLOWANCES**

If a reimbursement is disallowed after it was paid to the DISTRICT, PCG shall return to the DISTRICT any fees that were paid to PCG by the DISTRICT under Section III.C & D with respect to the disallowed reimbursement in accordance with the following terms:

- A.** For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with the DISTRICT and take all reasonable actions to challenge the disallowance.
- B.** PCG shall not be obligated to reimburse the DISTRICT for a disallowance if the DISTRICT, OSDE, or OHCA does not allow PCG to fully participate in the review and audit process.

- C. PCG shall not be obligated to reimburse the DISTRICT for any disallowance resulting from the errors, acts, or omissions of the DISTRICT. PCG's billing or preparing any MAC claim on behalf of the DISTRICT is in good faith and the data DISTRICT enters is processed by PCG on an "as is" basis. The DISTRICT warrants that (i) service data entered into OK EDPlan™ and/or the PCG Claiming System and supporting claiming data furnished is accurate and complete and that (ii) the DISTRICT has appropriate records to substantiate claims submitted on their behalf by PCG.
- D. Subject to the terms provided in this Section, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund to DISTRICT an amount no greater than the amount paid by the DISTRICT to PCG on the amount disallowed and will not otherwise be liable for any further amount. Notwithstanding anything to the contrary, for the auditing process on claims attributable to errors or omissions caused by PCG, PCG shall bear the cost of such defense.

V. **RECORDS**

- A. Upon reasonable written notice, which will be no less than ten (10) business days, unless circumstances require a more rapid response at which time the parties will mutually agree on a response deadline based on the size, scope and urgency of the request, PCG shall allow the DISTRICT and OSDE and any of their duly authorized representatives or agents reasonable access to any records of PCG that are pertinent to this Participation Agreement for the purposes of audits or examinations, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, neither the DISTRICT nor OSDE shall request more than one (1) audit or investigation within a calendar year.
- B. PCG shall maintain its records relating to this Participation Agreement for a period of at least six (6) years from the date of service or claim payment, whichever is greater. For fee-for-service claims, upon expiration or termination of the Agreement, and if the DISTRICT elects not to participate in the next successive term, PCG will provide the DISTRICT a zip file via SFTP file transfer to include claims information in either text format or Excel format going back six (6) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide the DISTRICT data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG

developer rates. The DISTRICT shall be obligated to pay prior to delivery of the data.

## **VI. CONFIDENTIALITY**

- A.** The parties recognize that this Participation Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act (“**FERPA**”) and the Individuals with Disabilities Education Act (“**IDEA**”).
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information and agree to amend this Participation Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from the DISTRICT, and the DISTRICT shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Participation Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Participation Agreement.
- D.** PCG shall not use confidential information received from the DISTRICT identifying individual students for any purpose other than the purposes of this Participation Agreement or other purposes expressly directed or allowed by the DISTRICT in a writing signed by the DISTRICT, and shall immediately notify the DISTRICT (unless otherwise prohibited by applicable law) if such confidential information is subpoenaed or requested by a third party, or otherwise required to be disclosed by a lawful court order or by operation of law, or is improperly used, copied, or removed.
- E.** If the DISTRICT determines it necessary in order to comply with its obligations under law, the DISTRICT may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures as they relate to this Participation Agreement, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG’s facilities or records shall take place during PCG’s normal business hours of operation and in a commercially reasonable manner.
- F.** Upon expiration or termination of this Participation Agreement, and subject to Section V.B above, PCG shall use reasonable and secure means to return or destroy (as directed in writing by the DISTRICT) all documentary information protected by federal or state confidentiality laws that was received or created by PCG under this Participation Agreement. To the extent that destruction or return is not feasible, PCG will continue to extend

the protections of the Agreement to such information and limit its further use, until such time as destruction or return is feasible.

- G. Nothing in this Participation Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than the DISTRICT, PCG, and their respective successors and assigns.

## VII. TERMINATION

This Participation Agreement may be terminated before the end of the term specified in Section II, as follows:

- A. **For Convenience:** The DISTRICT or OSDE may terminate the Agreement for convenience only if the DISTRICT or OSDE determines that termination is in the best interest of the party. The DISTRICT or OSDE shall terminate the Contract for convenience by delivering to PCG a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the DISTRICT or OSDE.
- B. **For Cause:** Any party may terminate this Participation Agreement if another party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party, and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.
- C. **Authorizing Agreement:** PCG or OSDE may terminate this Participation Agreement immediately upon written notice in the event that the PCG Contract or the Authorizing Agreement is terminated or materially amended in such a manner as to materially affect the purpose of, or obligations set forth in, this Participation Agreement.
- D. **Provider Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that a health care provider for the DISTRICT fails to maintain appropriate licensure or other qualifications for providing covered services.
- E. **DISTRICT Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that the DISTRICT fails to maintain appropriate qualifications for participating in the program.

## VIII. OWNERSHIP INTERESTS AND LICENSE

Subject to the terms and conditions of this Agreement, including the DISTRICTS's performance of its obligations hereunder, PCG shall license its proprietary systems (i) EasyTrac™ (including application and related supporting services) and/or (ii) PCG Claiming System to the DISTRICT, as more fully described below.

**A. Definitions:**

- (i)** "EasyTrac™" means: (i) the Internet-based services described herein; (ii) all products related to such services; and (iii) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- (ii)** "PCG Claiming System" means: (i) the Internet-based system PCG uses for MAC herein; (ii) all Random Moment Time Study and cost reporting services; and (iii) the Documentation developed by PCG for distribution and use in combination with the foregoing.

**B.** PCG grants to the DISTRICT, and the DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use EasyTrac™ and/or the PCG Claiming System to the extent reasonably necessary in performing related service coordination functions.

**C.** PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for the DISTRICT with respect to EasyTrac™ and/or the PCG Claiming System; and (ii) to reproduce and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of the DISTRICT's documentation for EasyTrac™ and/or the PCG Claiming System, and, if such DISTRICT's documentation is in an on-line format, allow the DISTRICT users to make print copies of the same.

**D.** The DISTRICT shall not use or grant to any person or entity other than authorized the DISTRICT users the right to use EasyTrac™ and/or the PCG Claiming System, which users shall be subject to the terms set forth herein. The DISTRICT shall not distribute, market, or sublicense EasyTrac™ and/or the PCG Claiming System and shall not permit any DISTRICT user or third party to do so.

**E.** The DISTRICT shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in EasyTrac™ and/or the PCG Claiming System and related documentation are placed on all copies of written materials distributed by the DISTRICT relating thereto. Examples of such documentation include training materials and manuals. The DISTRICT

shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within EasyTrac™ and/or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.

- F.** The DISTRICT shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of the DISTRICT or an authorized DISTRICT user and shall not permit any DISTRICT user or third party to do so.
- G.** The DISTRICT shall not transfer, rent, or permit access to EasyTrac™ and/or the PCG Claiming System to any third party, and shall not permit any DISTRICT user or third party to do so.
- H.** The DISTRICT shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer EasyTrac™ and/or the PCG Claiming System or any portion thereof, and shall not permit any DISTRICT user or third party to do so.
- I.** The DISTRICT shall not circumvent any security protection within EasyTrac™ and/or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- J.** Subject to the license rights granted to the DISTRICT by this Section, all right, title, and interest in and to EasyTrac™ and/or the PCG Claiming System, including the intellectual property rights and technology inherent in EasyTrac™ and/or the PCG Claiming System, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display EasyTrac™ and/or the PCG Claiming System, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to the DISTRICT any right, title, or interest in or to PCG's intellectual property rights or other rights in and to EasyTrac™ and/or the PCG Claiming System or PCG's trademarks. Except as expressly authorized by this Agreement, the DISTRICT shall not use, display, copy, distribute, modify, or sublicense EasyTrac™ and/or the PCG Claiming System. PCG reserves all rights not expressly granted to the DISTRICT by this Agreement.
- K.** The DISTRICT acknowledges that PCG is and shall remain the owner of all rights, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by the DISTRICT's use of EasyTrac™ and/or the PCG Claiming System with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. The DISTRICT shall promptly notify PCG of any third-party infringements of any of the

PCG trademarks used in connection with EasyTrac™ and/or the PCG Claiming System, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of the DISTRICT's knowledge of such infringements or acts.

- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in EasyTrac™ and/or the PCG Claiming System.

## **IX. LIABILITY AND INSURANCE**

- A. PCG shall defend, indemnify, and hold harmless the DISTRICT and OSDE from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against the DISTRICT or OSDE, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac™ and/or the PCG Claiming System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that the DISTRICT and OSDE promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- B. To the extent permitted by applicable law, the DISTRICT shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against PCG, employees, or agents arising from or connected with any acts or omissions by the DISTRICT.
- C. PCG shall not be liable to the DISTRICT and OSDE for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. Under no circumstances shall PCG's aggregate liability under this Participation Agreement exceed an amount equal to the total compensation paid to PCG pursuant to this Participation Agreement. PCG will maintain adequate insurance coverage for purposes of this Participation Agreement, including commercial general liability, worker's compensation, and errors and omissions liability insurance. PCG will provide to the DISTRICT a certificate of insurance upon request. Such certificate shall provide for thirty (30) days' notice prior to modification of terms or termination.

**X. SUCCESSORS AND ASSIGNEES**

- A. The parties each binds itself, its associates, partners, successors, assigns, and legal representatives to the other parties to this Participation Agreement with respect to all covenants of this Participation Agreement.
- B. No party shall assign any interest in this Participation Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other parties.

**XI. APPLICABLE LAW AND EXCLUSIVE FORUM**

This Agreement shall be governed by the law of the State of Oklahoma, and any civil action arising under this Participation Agreement shall be brought in the State of Oklahoma, Oklahoma County.

**XII. COMPLIANCE WITH LAWS**

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Participation Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Participation Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, the parties shall negotiate in good faith to modify the terms and provisions of this Participation Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Participation Agreement shall terminate at the election of any party and no party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that the parties shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.
- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Participation Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

**XIII. EXTENT OF AGREEMENT AND ORDER OF PRECEDENCE**



- A. This Participation Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B. This Participation Agreement may be amended or revised only by a written amendment signed by authorized representatives of all parties and referencing this Participation Agreement.
- C. The parties acknowledge that nothing in this Participation Agreement is intended to conflict with the PCG Contract or the Authorizing Agreement; in the event of a conflict between those agreement and this Participation Agreement, the terms and conditions of those agreement will govern, In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern:
  - 1. Agreement
  - 2. Exhibit A – Operational Responsibilities
  - 3. Exhibit B – Compliance Checklist

**XIV. PROCUREMENT**

- A. The DISTRICT and OSDE are solely responsible for their compliance with applicable procurement laws and regulations.

**XV. NOTICES AND CONTACT PERSONS**

Any notices, requests, consents, and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

**PCG**  
 Cameron S. Lackey  
 Manager  
 Public Consulting Group LLC  
 545 Mainstream Drive Suite 220  
 Nashville, Tennessee 37228

**OSDE**  
 Ryan Walters  
 State School Superintendent (Or Designee)  
 Oklahoma State Department of Education  
 2500 North Lincoln Boulevard Oklahoma  
 City, Oklahoma 73105

**DISTRICT**

**XVI. MISCELLANEOUS**

- A.** The parties understand that PCG is not required to perform the services on a full-time basis for DISTRICT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D.** Except as expressly provided in this Agreement, PCG does not make any warranty with respect to the contracted services, whether express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.
- E.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- H.** Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

- J.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**[Signatures on Next Page]**

**IN WITNESS WHEREOF**, the parties have executed this Participation Agreement as of the Effective Date written above.

**For and on behalf of PCG:**



---

**Signature**

**Name:** Cameron S. Lackey

**Title:** PCG Manager

**Date:** July 1, 2024

**For and on behalf of the OSDE:**

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**Signature**

State Superintendent of Public Instruction or Designee

Andrea Fielding, Chief Operating Officer

**For and on behalf of District:**

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**Signature**

**Name:**

**Title:**

**Date Approved by School Board:**

## **EXHIBIT A – OPERATIONAL RESPONSIBILITIES**

Each of the parties to this Participation Agreement agree to fulfill the operational responsibilities assigned to it in this Exhibit A.

## **EXHIBIT B – COMPLIANCE AGREEMENT**

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

**EXHIBIT A**  
**OPERATIONAL RESPONSIBILITIES**  
**EFFECTIVE SCHOOL YEAR 2024-2025**  
**SCHOOL-BASED HEALTH SERVICES PROGRAM**

This exhibit provides the operational responsibilities assigned to the Oklahoma State Department of Education (OSDE), the School District, and PCG in accordance with the terms and conditions of the Participation Agreement for the Oklahoma Medicaid School-Based Health Services (SBHS) program.

**OSDE**

OSDE is the state agency responsible for oversight of Oklahoma public school district compliance with the requirements of the Individuals with Disabilities Education Act (IDEA), 20 USC § 1400, et seq. As part of that responsibility, OSDE is tasked with collecting and monitoring school district IEPs. Pursuant to the Authorizing Agreement between OSDE and the Oklahoma Health Care Authority (OHCA), OSDE has been charged with the responsibility of developing and approving program practices and policies and for the administration of the Oklahoma School-Based Medicaid program through a contracted third-party administrator, Public Consulting Group, Inc. (PCG), in collaboration with OHCA.

**PCG**

OSDE contracts with PCG to act as a third-party administrator to fee-for-service (FFS) and Medicaid Administrative Claiming (MAC):

***FFS***

1. Serve as the single point of contact for School Districts that are either interested in participating or are participating in the SBHS program.
2. Provide initial training to the School District's health-related provider's program liaisons that will cover the overall program, participation requirements, and the processes for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
3. Provide ongoing OK EDPlan™ and program support to the School District.
  - Email support will be provided via the email links on the OK EDPlan™. Message Board page
  - Phone support will be during the hours of 9:00 AM and 5:00 PM local time, excluding weekends and holidays. PCG will provide a toll-free or local number. This number will connect the School District contact with PCG's OK EDPlan™ help desk.
  - Provide annual ongoing training to the School District's health-related providers and program liaisons that will cover the overall program, participation requirements, and the process for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
4. Prepare and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the OK School-Based Medicaid program.
5. Based on the information entered on OK EDPlan™ by School District as well as the compliance check options agreed to in the Compliance Checklist, process, generate, and submit claims to OHCA on behalf of OSDE and all School Districts participating in the program.
6. Bill Medicaid for School Districts properly logging services and claim support documentation in OK EDPlan™.

7. Review Remittance Advices from OHCA to reconcile, correct denied claims, and void claims as appropriate.
8. Generate and provide claiming and compliance reports to School District.
9. Perform annual program integrity reviews pursuant to the SBHS audit plan approved by OSDE.
10. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements for 6 years (OHCA Policies and Rules: 317:30-3-15). Records that are part of an ongoing compliance review, audit, grievance, or litigation require that the documentation be retained beyond 6 years.

### ***MAC***

PCG has developed a description of reimbursable MAC activities performed by District contract or salaried staff. This list is in accordance with CMS guidelines. A description of the MAC activities can be found in the Time Study Implementation Guide. Therefore, PCG will:

1. Review District MAC claims for Medicaid reimbursement on a quarterly basis.
2. Compile documentation as set forth by CMS guidelines and calculate a MAC claim for reimbursement.
3. Issue payment to the District representing all of the federal share of actual and reasonable costs less PCG's administrative fee for MAC activities provided by the District, as determined by CMS approved cost allocation methodologies and time study formulas.
4. Prepare claims to OHCA, on behalf of OSDE, to forward for funding to CMS for Title XIX participation.
5. Calculate MAC claims directly in the PCG Claiming System and District financial personnel will be able to view the calculation.
6. Notify the District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
7. Assist Districts via the help desk with program components including but not limited to education and training, and technical assistance for the SBHS program. The PCG Claiming System will provide a variety of resources.
8. Distribute MAC reimbursement funds to the District via Electronic Funds Transfer (EFT). PCG is obligated to reimburse funds to the extent that PCG receives funds from OHCA, excluding appropriate administrative fees as agreed between OSDE and PCG. PCG reserves the right to withhold distribution of payment(s) if the District is in a payback situation for any program component.

### **School District**

#### ***FFS***

1. Designate a liaison who has decision-making authority, or reports directly to someone who has such decision-making authority with respect to all matters in the Participation Agreement (including its exhibits). The liaison will serve as the primary point of contact with OSDE and PCG.
2. Actively participate in this program and be available for training sessions in accordance with an agreed schedule and for other required tasks, activities, and approvals.
3. Enroll as a Medicaid provider. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
4. Obtain a National Provider Identifier (NPI) for billing transaction purposes.



5. Have its rendering providers enroll as a Medicaid provider (contract with OHCA), re-enroll as a Medicaid provider (re-new contract with OHCA) and obtain an NPI. The Medicaid provider ID and its effective dates must be recorded in OK EDPlan™. The School District must have all rendering providers linked to its Medicaid ID via Appendix A in OHCA's portal before submitting claims for Medicaid reimbursement.
6. Complete paperwork for PCG to submit and receive electronic claims and electronic Medicaid enrollment data on behalf of school district.
7. Obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure.
8. Obtain a separate physician referral for Physical Therapy services.
9. Obtain a separate prior authorization for Personal Care services.
10. Ensure that its rendering providers (employees or contractors who perform direct medical services) meet all of Medicaid's licensure, certification, and other criteria to qualify as Medicaid providers and provide services for which Medicaid reimbursement is claimed.
11. Initially set up and manage ongoing access and supervisor links for its health-related service providers in OK EDPlan™
12. Have its health-related service providers record all health-related services they provide to special education students in OK EDPlan™. PCG will not submit claims for any services not entered in OK EDPlan™.
13. Have its liaison record all necessary claim support documentation in OK EDPlan™.
14. Provide all services that are listed in the student's IEP, regardless of whether the services are Medicaid-covered and can be billed to Medicaid. (PCG will submit Medicaid claims only for Medicaid-covered services.)
15. Be responsible for the accuracy and completeness of the data its employees provide for claim submission. Errors must be corrected as soon as possible. School District, not OSDE or PCG, is accountable for any errors or omissions.
16. If audited by the State or Federal Government or their agents, disclose all Medicaid records required for audit purposes.
17. Safeguard student records in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable provisions of HIPAA, and all applicable OK state laws.
18. Be responsible for informing its program participants of all relevant privacy regulations and policies.
19. Ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. Districts can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.
20. Participate in the program financing model by transferring state matching funds to OHCA, equaling the non-federal matching funds required for receipt of federal Medicaid funding for the service.
21. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements.
22. Comply with the requirements of the OK Medicaid Billing Services Compliance Checklist.
23. As used in this Exhibit, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of

computer data, or in any other form. In accepting any Contract with the State, the School District agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The District is required to retain records relative to the Contract for the duration of the Contract and for a period of six (6) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the six (6) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the six (6) year retention period, whichever is later.

24. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information School District submits as part of or in connection with a contract are public records and subject to disclosure. School District claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE (STATE OF OKLAHOMA) shall make the final decision as to whether the documentation or information is confidential.

District shall cooperate in the defense of any disallowance claim arising in connection with this Agreement. Any defense costs associated with the disallowance on claims attributable to errors or omissions caused by District shall be borne by District. District agrees and understands that the federal government may levy a disallowance on the Medicaid expenditures made in connection with this Agreement. District also agrees and understands that disallowances levied may or may not be upheld, in whole or in part, if appealed. District shall be responsible for any disallowance, deferral, or recoupment.

### **MAC**

1. District will designate an employee(s) to act as a liaison with PCG for issues concerning this Agreement, administration of the MAC component of the SBHS program, and financial information. The District may choose to designate more than one person based on roles and responsibilities as Districts are required to have a replacement available to perform program requirements in the case of an absence. If the designated employee(s) changes roles or leaves the District must provide written notice to PCG within ten (10) business days.
2. District must participate in the fee-for-service component of the SBHS program in order to participate in the MAC component for reimbursement.
3. District will meet all deadlines to submit required information to PCG for the purposes of the SBHS program.
4. District must accept quarterly MAC reimbursement payment(s) via EFT and provide PCG the appropriate banking information to conduct the transaction. If there are changes to the District's bank information such as account number, the District must provide written notice to PCG within ten (10) business days. PCG is not responsible for any fees in the event the District does not provide correct or updated bank information.
5. The accounting system used by the District or its contractor must comply with the requirements contained in 2 CFR 220.
6. District must follow the policies and procedures contained in the "Time Study Implementation Guide" approved by CMS.
7. District will maintain or coordinate a contractor's assistance in maintaining an OSDE/OHCA/CMS approved MAC component to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools, and the application of sample percentages to accounting pools in a manner which will document the process for audits.

8. District will report quarterly salary and benefit, and contracted personnel costs for participants that are included on the related Random Moment Time Study (RMTS) staff pool list. Costs are reported on a cash basis. Each quarter's costs must be certified by an authorized financial representative of the District.
9. District must sign and return to PCG the non-federal matching dollars, also referred to as quarterly Certification of Public Expenditures (CPE) form(s), and/or other documentation determined by OHCA to be necessary to verify that the District has expended the state / local funds reflected in the certification. The CPE form must be signed and dated by an authorized financial representative on behalf of the LEA. The funds expended and reported in the CPE must be funds other than federal funds.
10. Quarterly CPE forms are generated with the claim and distributed electronically. The District will need to sign each quarter's CPE in the PCG Claiming System before disbursement of MAC funds.
11. District shall monitor employee participation to ensure that every RMTS form is completed. The District must meet the minimum return rate compliance of 85% of moments assigned each quarter. After the first quarter of RMTS non-compliance, the District is required to submit a Corrective Action Plan (CAP) outlining a plan to meet compliance. After two consecutive quarters of RMTS non-compliance, the District is required to document why the strategy in the CAP was not effective and submit a revised CAP. After three consecutive quarters of RMTS non-compliance, the District may be removed from participating in the MAC component of the SBHS program. Non-compliance measures may change at any time based on direction from OSDE/OHCA or a federal entity. Submission of and compliance with a CAP is not the exclusive remedy for non-compliance by the District. In addition to requiring the adoption and implementation of a CAP, claims for MAC may be denied and/or recouped as a result of non-compliance.

### **Compliance Reviews**

1. A LEA receiving MSBC Program funds will be subject to a comprehensive compliance review conducted no less than once every four years. The LEA will comply with all required next steps as a result of findings.
2. Any recoupment or disallowance of funds for any reason, including as a result of an audit exception, disallowance or comprehensive compliance review, or deferral or denial by CMS or OHCA, will be the exclusive responsibility of the District, regardless of when the recoupment or disallowance is issued or whether the District has withdrawn from the SBHS program. PCG shall have no liability for any such recoupment or disallowance of funds. If a recoupment is requested, payment by the District is due on demand.
3. District will comply with all applicable federal, state, and local laws, rules and regulations, program requirements, OSDE and OHCA policies, and procedures governing performance of duties under this Agreement, including but not limited to an annual audit conducted in accordance with the Single Audit Act of 1984 and all applicable amendments.
4. District agrees to maintain and furnish records and documents from the date of payment, both medical and non-medical, as may be required by applicable federal and state laws. The LEA will allow PCG or designees reasonable access during regular business hours to review, copy or obtain specific records or documents and will cooperate with PCG or designee to facilitate the information and record exchanges necessary for quality management, utilization management, or other processes required for SBHS program operations.
5. District shall comply with all deadlines set by PCG regarding compliance reviews, deliverable and documentation deadlines, and respond to PCG in a timely manner. It is the responsibility of the District to stay informed regarding deadlines and program changes through, newsletters, trainings, as well communications sent by PCG.

6. Should a District not submit documentation that meets all SBHS program documentation requirements to substantiate cost reported or reimbursement received or fails to submit required documentation within the outlined required timeframe if/when selected for a compliance review all monies determined owed are subject to recoupment.
7. All documentation submission for compliance reviews must be made in an acceptable format depending on the content of the data and District is responsible for delivery timelines despite service provider or methods of delivery used. All data that contains private, confidential student data must be submitted securely, and the District is responsible for alternate submission arrangements should technology prohibit secure electronic data submission.
8. District documentation, data certifications, and submissions should undergo a thorough review and quality check by the District to ensure accuracy. Certification language should be reviewed carefully to understand responsibility of accuracy and acknowledgement of consequences before submission to PCG.
9. District will comply with all program requirements as outlined in the MSBC Program Handbook and AMPM chapter 710 specific to school-based claiming prior to submitting costs for MAC claims. The LEA will submit all financial supporting documentation upon request. The LEA shall not engage in unallowable practices such as back-dating or any other alteration of the source document in order to falsify program compliance.
10. District will cooperate with periodic compliance reviews conducted by PCG and will comply with recommendations that result from those comprehensive compliance reviews. District will supply a dual certified CAP certified by two District representatives for areas identified as non-compliant during a compliance review.

## **EXHIBIT B – COMPLIANCE AGREEMENT**

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

**EXHIBIT B**  
**COMPLIANCE CHECKLIST**  
**EFFECTIVE SCHOOL YEAR 2024-2025**  
**SCHOOL-BASED HEALTH SERVICES PROGRAM**

Public Consulting Group (PCG) has been retained by the Oklahoma State Department of Education (OSDE) to administer the School Based Health Services (SBHS) program for all participating school districts (hereafter referred to as “School District”). PCG will provide Medicaid billing services pursuant to the contract between the Oklahoma Health Care Authority (OHCA) and OSDE, the contract between OSDE and PCG, and the Participation Agreement among OSDE, PCG, and School District.

This Medicaid Billing Services Compliance Checklist is intended to help School District comply with applicable Medicaid billing requirements. It is a requirement of the SBHS program that OSDE reviews the Checklist together with PCG before the start of each school year, that OSDE executes the Checklist and delivers it to School District before the start of each school year, and that School District complies with the Checklist throughout the school year. The current Compliance Checklist will remain in effect until a new checklist is signed.

**All Medicaid billing must be in compliance with all applicable Medicaid requirements, including those relating to documentation. School District’s failure to maintain the required documentation could result in a recoupment of Medicaid payments.**

- **School District is responsible for the accuracy of the data it enters into OK EDPlan™, hereafter referred to as “PCG System” and data that it otherwise sends to PCG for Medicaid billing purposes.**
- **School District is responsible for ensuring that claims are not submitted for direct service delivery that was not provided. For example, School District must ensure that claims for direct service delivery are not submitted on dates when student attendance data does not show student as “present” in school.**
- **School District is responsible for maintaining all documentation necessary to support the payment of Medicaid claims.**
- **In the event of a state or federal Medicaid audit, School District is responsible for producing the required documentation, including documentation that may not be referenced in this Compliance Checklist.**
- **School District is responsible for controlling School District user access to the PCG System, including managing passwords and activating and inactivating user access.**

PCG will perform a review of participating School District information based on the data provided by the School District before using that data to bill Medicaid on behalf of School District. The purpose of such “pre-billing checks” is to help School District avoid the submission of claims to Medicaid that do not satisfy Medicaid requirements.

The following Compliance Checklist covers many standard Medicaid documentation requirements for school-based Medicaid direct services billing programs. This is not a comprehensive list of every requirement of the program for which School District will be responsible to provide supporting documentation. **It remains the responsibility of School District to ensure that it is not providing inaccurate documentation to PCG, or otherwise providing information that would lead to the submission of inaccurate claims.**

Please contact PCG if you have any questions about the foregoing outline, or any of the items below.

### Services

The SBHS program covers the following services. PCG will provide Medicaid billing services, and pre-billing checks, for each of the following school-based services submitted by School District.

**Audiology**  
**Assistive Technology**  
**Child Health Screening**  
**Hearing Screening and Services**  
**Immunizations**  
**Nursing (LPN and RN)**  
**Occupational Therapy**

**Personal Care**  
**Physical Therapy**  
**Psychological Evaluation and Testing**  
**Psychotherapy Services**  
**Speech Language Therapy Services**  
**Therapeutic Behavioral Services**  
**Vision Screening and Services**

### Pre-Billing Checks

The services selected above will be subject to the following pre-billing checks. These checks do not relieve the School District of its responsibility to provide and maintain accurate documentation and information.

#### **1. Medicaid ID**

**REQUIREMENT:** Every student for whom a service is provided must have a valid Medicaid ID.

*School District is responsible to provide correct student demographic data necessary to determine if the student has a Medicaid ID.*

**PCG will check Medicaid ID, based on School District data.**

Before billing Medicaid, PCG will check Medicaid enrollment data obtained from the State Medicaid agency to confirm that the student has a valid Medicaid ID. If student does not have a valid Medicaid ID, the service will not be billed.

**How should PCG expect to receive this information from School District?**

Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

#### **2. Service Date Span**

**REQUIREMENT:** Each service submitted to Medicaid must be within the time period that the student is covered by Medicaid.

**PCG will check Medicaid Service Dates, based on School District data.**

Before billing Medicaid, PCG will check Medicaid enrollment data to confirm that the service delivery dates are within the Medicaid date spans obtained from the State Medicaid agency. If the service date is not within the Medicaid date spans, the service will not be billed.

### **How should PCG expect to receive this information from School District?**

Service information will be obtained from the PCG System generated by the data entered by School District.

### **3. Age**

**REQUIREMENT:** Each service submitted to Medicaid must be age-appropriate.

*School District is responsible to provide correct student demographic data necessary to determine if the student is the required age.*

**PCG will check student Age, based on School District data**

Before billing Medicaid, PCG will check that the student is the required age on the date of service, based on Medicaid rules for the type of service submitted. For example, a student must be 3 years and older to receive a school-aged service. If the student is not of the appropriate age, then the service will not be billed.

*How should PCG expect to receive this information from School District?*

Demographic info will be obtained from the PCG System. The data that generates said information comes from School District.

Age Range: Between 3 years and less than 21 years as of the date of the school-based service.

### **4. Diagnosis Code**

**REQUIREMENT:** Each service submitted to Medicaid must include a diagnosis code.

*School District is responsible for verifying that the appropriate diagnosis code is selected and documented in the PCG system.*

**PCG will check that School District provided a diagnosis code, based on School District data.**

Before billing Medicaid, PCG will check that School District has provided a diagnosis code pursuant to OHCA Policies and Rules **317:30-5-4**. If a diagnosis code is not provided by School District, the service will not be billed.

**Please select the method by which diagnosis codes are provided to PCG:**

Provider-selected diagnosis code will be documented in the service log in the PCG System by School District. PCG will extract the diagnosis codes prior to each billing cycle.

School District is responsible for verifying that the appropriate diagnosis code is selected and on file.

### **5. Individualized Education Program (IEP) Dates**

**REQUIREMENT:** Each service submitted by School District to PCG that requires an IEP for Medicaid billing must be supported by an IEP effective on the date of service documented by School District. It is



School District's responsibility to make sure that the IEP includes the student's name; description of medical condition; achievable, measurable, time-related goals and objectives that are related to the functioning of the student; the type of services the student will need, and the frequency and estimated length of treatments; and the duration of treatment. Note - PCG will not check or confirm that the IEP includes these items; School District must check and confirm that the applicable IEP has all necessary information for any service that School District submitted pursuant to that IEP. The recommendation for the services identified in the IEP, and the recommendation for the appropriate scope, frequency and duration of the service, must be made by a licensed practitioner of the healing arts operating within their scope of practice.

**PCG will check that service delivery dates are within the IEP date span, based on School District data.**

Before billing Medicaid, PCG will check that the service delivery dates are within the IEP date span in the PCG System. *It is the responsibility of School District to ensure that the related service is prescribed in the IEP for the appropriate duration to support billing.* If the service date is not within the IEP date span, the service will not be billed.

*How should PCG expect to receive this information from School District?*

IEP dates will be obtained from the PCG System. The data that generates said information comes from School District.

## 6. Referral/Order/Physician Authorization

**REQUIREMENT:** Physical Therapy services must be ordered in writing by a physician (M.D. or D.O.) to be covered by Medicaid; the prescription must be updated annually and maintained in the student's health record.

*School District is responsible for ensuring that services with referral/order/physician authorization, and those with dates of service within the effective date of the physician's order, authorization, or referral, are documented in the PCG System.*

**Before billing a therapy service for Physical Therapy services, PCG will check the date of the physician's order, referral, or authorization, based on School District data.**

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the physician's order, authorization, or referral provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

*How should PCG expect to receive this information from the School District?*

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

## 7. Supervisor Sign-Off

**REQUIREMENT:** Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment,

assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at least at the beginning of treatment and periodically thereafter.

*School District is responsible for ensuring that providers who meet the Medicaid qualifications have access to document services in the PCG System and that services delivered by providers requiring Supervisor Sign-Off are approved.*

**PCG will conduct Supervisor Sign-Off checks prior to billing for Nursing, Occupational Therapy, Physical Therapy, Speech Therapy, Therapeutic Behavioral Health, Hearing and Vision services.**

For staff members who require documentation review, the supervising provider will use the service log approval wizard in the PCG System to approve appropriately supervised services. Before billing for these services, PCG will check to see if the services by providers without full licensure were approved in this way by School District. If the services are not approved in this way by School District, the services will not be billed.

*How should PCG expect to receive this information from School District?*

Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to maintain and enter any supervisor signoff requirements.

Supervisor signoff information will be obtained from the PCG System. The data that generates said information comes from School District.

## **8. Provider Qualifications**

**REQUIREMENT:** All School District service providers (clinicians, assistants, and aides) participating in the Medicaid school-based billing program must meet Medicaid and State license/certification requirements, as specified in State Medicaid billing rules. (Select one policy below.)

*School District is responsible for ensuring that providers who meet the Medicaid and State license/certification requirements have access to document services in the PCG System. It is the responsibility of School District to obtain and maintain licensure/certification information.*

**PCG will conduct a pre-billing check that the date of service was a date on which provider was qualified, based on School District data.**

Before billing Medicaid for a documented therapy service, PCG will check that the date of service was within the period that the provider was met Medicaid and State license/certification requirements, based on School District data in the PCG System. If the service date is not within the qualification dates, the service will not be billed.

*How should PCG expect to receive this information from the School District?*

Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to enter licensure/certification information for Health-related staff and update it at minimum annually thereafter.

Licensure/certification information will be obtained from the PCG System. The data that generates said information comes from School District.

## 9. Parental Consent to Access Public Benefits or Insurance

**REQUIREMENT:** Under 34 CFR §300.154(d)(2)(iv), a public agency must obtain a one-time written parental consent before accessing a child’s or parent’s public benefits or insurance for the first time. Paragraph (A) of § 300.154(d)(2)(iv) describes the specific elements of the written parental consent that a public agency must obtain under FERPA and IDEA before it may release for billing purposes a child’s personally identifiable information to a public benefits or insurance program (e.g., Medicaid). Paragraph (B) of § 300.154(d)(2)(iv) requires that the onetime consent must specify that the parent understands and agrees that the public agency may access the child’s or parent’s public benefits or insurance to pay for services. A public agency must also provide initial and annual written notification as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access their or their child’s public benefits or insurance to pay for services under the IDEA.

*Under all circumstances, School District is responsible for maintaining copies of parental consents to access public benefits as well as written notifications and, if applicable, revocations of such consents.*

**PCG will conduct a pre-billing check for parental consent to access public benefits, based on School District data**

If the student has a consent date before the service date, and there is no revocation of consent documented thereafter, then the services will pass the check and be eligible for billing. If the service date does not follow an effective parental consent date, the service will not be billed.

*How should PCG expect to receive this information from School District?*

School District will enter the date of parent consent into PCG System.

## 10. Non-School Days (Weekends, Holidays, etc.)

**REQUIREMENT:** Claims may not be submitted for services on days when school is not in session, including but not limited to holidays, professional development days, weather-related closures, and weekends.

**PCG will check Non-School Days before billing, based on School District data.**

Before billing Medicaid, PCG will check that the date of service does not fall on a Non-School Day as defined in School District’s PCG System calendar. If the service date falls on a Non-School Day, the service will not be billed.

**PCG will check Weekends before billing, based on School District data.**

Before billing Medicaid, PCG will check that the date of service does not fall on a weekend as defined in School District’s PCG System calendar. If the service date falls on a weekend, the service will not be billed.

*How should PCG expect to receive this information from School District?*

Calendar info will be obtained from the PCG System. The data that generates said information comes from School District.

## **11. Prior Authorization**

**REQUIREMENT:** Personal Care services must be prior authorized by the Medicaid agency or an agent of the Medicaid agency to be covered by Medicaid; the prior authorization must be updated annually and maintained in the student's health record.

**Before billing for Personal Care services, PCG will check the date of the prior authorization, based on School District data.**

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the prior authorization provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

*How should PCG expect to receive this information from the School District?*

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.



# HEP Maintenance **Proposal**

## Scheduled Maintenance



**WESTERN GATEWAY**  
ELEMENTARY

Contract  
PROPOSAL# SA00846

Valid Agreement Start Date  
11/1/2024

Prepared for  
Western Gateway Elementary School  
1300 Southwest 15th Street  
Oklahoma City, Oklahoma 73108

Prepared by  
Jason Barry  
405-640-4688  
JBarry@harrisonenergy.com



**Harrison**  
**Energy Partners**  
Commercial HVAC Excellence

# WE ARE champions OF FREEDOM

The freedom to do and outdo is the HEP difference. We empower success for our partners by delivering comfort and control no matter what. Your building's purpose stays the focal point with a team focused on your success, today and tomorrow.

## FREEDOM FROM FAILURE

Experience equals safety with long-tenured HVAC experts who anticipate hidden challenges that stall progress. Take comfort with the confidence that safe and innovative solutions are at the core of everything we do.

**.68 EMR SAFETY RATING**  
~20 Degreed Engineers  
~50 Journeymen

## FREEDOM TO CHOOSE

Choice is the ultimate expression of confidence. Clients choose us, year after year, because we provide endless custom solutions as well as open protocol systems — creating the ultimate level of access and control.

30 HVAC Lines  
Open Controls, including Tridium, KMC Controls and JCI ABCS  
Represent Daikin, World's Largest HVAC Manufacturer

## FREEDOM AROUND THE CLOCK AND AROUND THE CORNER

Respect the unexpected with 24/7 service and local techs dispatching from four offices across Arkansas and Oklahoma. No matter who broke it, we'll be there to fix it.

~Over 150 Associates  
~75 Local Service & Controls Technicians  
Servicing over 6,800+ Calls Annually

## HEP Program Overview

There are numerous benefits to ensuring the overall health of your mechanical systems with a well-planned preventative maintenance program. Not only are routine maintenance activities required by equipment manufacturers in order to keep warranties in effect, they protect capital investments in expensive mechanical equipment, reduce system downtime, and ensure that equipment is running efficiently, thereby helping to control energy costs and management to adhere to operational budgets.

### Professional Preventive Maintenance



This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.

### Maintenance Supplies



This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program. Maintenance Supplies include a variety of materials that is required to ensure all of the serviced equipment and system are proactively services based on manufactures recommendations, specifications and our experience.

According to the U.S. Department of Energy and the Building Owners and Managers Association (BOMA) energy savings of 5 to 30% can be realized through ***improved operations and maintenance of building systems***.

### Scheduled Maintenance Program

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

Harrison Energy Partners and its affiliates are not Trane Authorized Dealers, Distributors, or Service Providers.

## HEP Equipment Coverage

Protect your equipment like its lifespan depends on it.

Qty	Equipment	Manufacturer	Model	Rating
6	4 Ton RTUs	Lennox	LGH048H4ES5G	4 Ton
1	6.5 Ton RTU	Lennox	LGH074H4TM1G	6.5 Ton
2	7.5 Ton RTUs	Lennox	LGH092H4MS4G	7.5 Ton
6	8.5 Ton RTUs	Lennox	LGH102H4MS4G	8.5 Ton
3	10 Ton RTUs	Lennox	LGH120H4MM4G	10 Ton
2	12.5 Ton RTUs	Lennox	LGH150H4MH2G	12.5 Ton
1	DOAS Unit	GreenHeck	RV45201-M	25 HP

## HEP Maintenance Schedule

Qty	Unit Desc.	SPRING	SUMMER	FALL	WINTER
20	Rooftop Units	Clean Condenser Coils & Changeout Filters	Changeout Filters	Clean Condenser Coils & Changeout Filters	Changeout Filters
1	DOAS Unit	Clean Condenser Coils & Changeout Filters	Changeout Filters	Clean Condenser Coils & Changeout Filters	Changeout Filters

**\*\* Filters are excluded. The above schedule reflects labor only for the filter swaps. \*\***



# HEP Maintenance Agreement

**Company**

Harrison Energy Partners  
 3100 N. Santa Fe Ave.  
 Oklahoma City, OK 73118

Proposal Date: 10/8/2024  
 Proposal Number: SA00846  
 Agreement Number:

Ph: 405-640-4688 Fax: 501-661-9109

Bill To Identity	Agreement Location
Western Gateway Elementary School 1300 Southwest 15th Street Oklahoma City, Oklahoma 73108  Attn: Heather Zacarias	Western Gateway Elementary School 1300 Southwest 15th Street Oklahoma City, Oklahoma 73108  Attn: Heather Zacarias

Harrison Energy Partners will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM:** Scheduled Maintenance **SCHEDULES:** \*Equipment Schedule

Agreement coverage will commence on **11/1/2024**.

The Agreement price is **\$11,400.00 per year**, payable in advanced installments of **\$2,850.00 per Quarter** beginning on the effective date of **10/1/2024 through 9/30/2025**.

(State and local taxes not included.)

This Agreement is the property of Harrison Energy Partners and is provided for Customer's use only. Harrison Energy Partners guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Harrison Energy Partners (Company)**

\_\_\_\_\_  
 Signature (Authorized Representative)  
 Jason Barry  
 \_\_\_\_\_  
 Name (Print/ Type)  
 405-640-4688  
 \_\_\_\_\_  
 Phone  
 10/8/2024                      SA00846  
 \_\_\_\_\_  
 Date                                      Proposal #

**Customer**

\_\_\_\_\_  
 Signature (Authorized Representative)  
 \_\_\_\_\_  
 Name (Print/ Type)  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date                                      PO#

## Scheduled Maintenance Terms and Conditions

1. William A. Harrison, Inc. d/b/a Harrison Energy Partners (hereinafter "HEP") shall perform its proposal, maintenance agreement, and these parameters, when signed by both parties (collectively, the "Agreement"), by trained mechanics directly employed or supervised by HEP and qualified to keep Client's equipment operating properly.
2. HEP shall not be required to furnish any item of equipment recommended or required by any insurance company or federal, state, or local government or other regulatory authority.
3. HEP's invoices are due upon receipt. The person or entity identified in HEP's proposal as the customer (hereinafter "Client") shall be responsible for all taxes applicable to the services and/or materials hereunder. Should any payment due by Client become 30 days or more delinquent, HEP may give written notice to Client of such delinquency. If full payment of the delinquent amount is not made within five (5) business days after the date of such notice, HEP has the option to declare this Agreement terminated, and if so terminated, all monies owed by Client shall be immediately payable upon written demand. The maximum interest rate allowed by law may be charged on delinquent accounts over 30 days.
4. The original term of this Agreement shall be for one (1) year from the execution of this Agreement and will renew automatically for additional one-year terms unless either party shall furnish the other party written notice of termination no later than 30 days prior to the end of any yearly term of the Agreement. The Agreement may also be terminated as provided in Sections 11 and 17.I below.
5. The annual Agreement price is subject to adjustment upon each renewal term to reflect increases in labor, material and other costs.
6. All planned preventive maintenance service work under this Agreement is to be performed during the regular working hours of our regular working days, Monday through Friday, excepting state and federal holidays.
7. Client agrees to use exclusively HEP for the service and repair work of the listed equipment and promptly notify HEP of any condition of the equipment that is unusual or that may adversely affect its operation and reliability. Should anyone other than HEP's personnel perform such work, HEP may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement. HEP shall not be required to make replacements or repairs necessitated by reason of Client's negligence or other abuse or misuse, or by reason of any other cause beyond HEP's control, including but not limited to equipment that has exceeded its useful life or faulty design of the equipment or system, unless designed by or on behalf of HEP.
8. When emergency or regular service is made at Client's request under the Agreement and such service is caused by Client's improper operation or misuse of the equipment, or by any other cause beyond the control of HEP, HEP reserves the right to charge Client for such emergency call, repairs and/or replacements in accordance with the then current service labor rates, subject to the rate provisions, if any, listed in the proposal's scope of services ("Scope of Services"). In the event that a given piece of equipment, part, or component requires replacement or repair, HEP reserves the right to decide in its sole discretion whether the component, part, or equipment shall be repaired or replaced to maintain optimum operation of that equipment. Prompt notice of that decision will be given to the Client. If a service call is made at Client's request, and an inspection indicates a condition which is not covered under this Agreement, HEP may charge Client at the rate then in effect for such services and materials.
9. Unless otherwise provided in the Scope of Services, this Agreement applies only to the maintainable and moving portions of the system(s). Unless otherwise provided in the Scope of Services, the Agreement does not include the maintenance, repair, or replacement of: recording or portable instruments, electrical disconnect switches, casing or cabinets, ductwork, boiler shell and tubes, cabinets, main power service and electrical wiring, circuit boards, piping, refrigerant, refrigerant piping, the replacement of refrigerant, refrigerant systems, or refrigerant types due to system leaks or changes in law and/or regulation, DDC Controls, tube bundles, valve bodies, heat exchangers, evaporator or condenser coils, structural supports, gas valves, oil storage tanks and other similar items, insulation of any equipment, damage from freezing, damage from power fluctuations, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, non-moving parts of heating, cooling and ventilating equipment such as interconnecting communication wiring, ductwork, boiler shell, tubes and refractory material and other like items, air balancing, cooling tower framework and fill, any asbestos related work, chemical or water treatment, and other special equipment required by insurance, government regulations, or codes.
10. Client shall provide HEP with reasonable means of access to equipment being serviced. HEP shall be permitted to start and stop all equipment necessary to perform the herein-agreed services as arranged with, and approved by (such approval will not be unreasonably withheld), Client's representative, provided that HEP will not unreasonably interfere with the Client's business or the operation of the Client's facility. Service Provider shall not be required to move, replace, or alter any part of the building structure in the performance of this Agreement.
11. It is mutually understood that the listed equipment is in proper operating condition. If, upon HEP's initial inspection of the equipment or system, HEP determines that repairs are necessary, the rates in the Scope of Service will not be effective until the repairs have been completed by HEP at then prevailing labor and material rates. If Client does not authorize the repairs, HEP may either terminate this Agreement or remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly.
12. Harrison Energy Partners and its affiliates are not Trane Authorized Dealers, Distributors, or Service Providers.
13. In the event of riot, war, rebellion, fire, flood, act of God, terrorism, act of governmental authorities or any other cause beyond the control of the parties hereto which renders it impossible for either party to comply with the terms of this Agreement (a **Force Majeure Occurrence**), there shall be no liability for non-compliance caused thereby during the continuance thereof; provided, however, in the event of any such Force Majeure Occurrence affecting a party's ability to perform hereunder, such party shall use its reasonable efforts to eliminate the cause of such

inability to perform and shall perform to the fullest extent it is able under the circumstances. In addition, during the period of any Force Majeure Occurrence affecting HEP's ability to perform the services, Client shall be entitled to contract with and receive services from other sources and shall have no obligation to pay HEP any amounts otherwise due to HEP allocable to the period of such Force Majeure Occurrence. HEP shall not be liable for any delay, loss, damage, or detention caused by the unavailability of machinery, equipment, or materials, delay of carriers, or strikes, including those by HEP's employees.

HEP SHALL NOT BE LIABLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CLIENT'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

14. For services and materials not covered under the Scope of Services that are performed by HEP upon Client's authorization, Client agrees to pay HEP upon presentation of itemized invoice(s) at HEP's then current labor, transportation, and material charges, subject to the rates, if any, set forth in the Scope of Services.
15. In the event that either party is forced to bring legal action to enforce this Agreement, the prevailing party shall be entitled, in addition to any judgment for damages which it receives, to recover reasonable attorney fees and costs of litigation. Any legal action against HEP relating to this Agreement shall be commenced within one (1) year from the date that HEP provided the applicable labor or materials. Any claims commenced after this one (1) year period are void.
16. This Agreement covers the complete understanding between parties and shall become a valid Agreement only when accepted by Client and subsequently approved in writing by an officer or agent of HEP. No verbal representations shall be binding on either party.
17. This Section 17, described in the following paragraphs A through J including Miscellaneous sub-paragraphs a through f, is as follows:
  - A. In the performance of the Services, HEP shall at all times comply with all applicable laws, ordinances, statutes, and rules and regulations relating to HEP or HEP's performance of the Services, including without limitation those promulgated by federal, state, county, and municipal governing bodies.
  - B. HEP shall carry and maintain policies of insurance in accordance with the following:
  - C. At all times during the term of this Agreement, HEP shall procure and maintain with insurers reasonably acceptable to Client (a) worker's compensation insurance and (b) comprehensive general liability insurance with a minimum liability coverage of Two Million Dollars (\$2,000,000).
  - D. Prior to execution of this Agreement, if requested by Client, HEP shall furnish Client with a certificate of insurance for all policies of insurance required hereunder, stipulating that the insurer shall furnish Client thirty (30) days prior written notice of any cancellation, non-renewal or material change in the insurance coverage. Client shall be named as an additional insured by endorsement, except with respect to worker's compensation insurance. HEP shall maintain the comprehensive general liability insurance described above for not less than one year after the expiration or earlier termination of this Agreement and will pay all premiums on all policies as and when the same become due.
  - E. HEP warrants that Services performed by HEP for Client and all equipment and materials furnished to Client will be of good quality and workmanship, lien-free, free from defects, and in compliance with all applicable governmental requirements and regulations. Standard original manufacturer product warranty terms apply to parts and equipment provided by HEP. HEP MAKES NO OTHER WARRANTIES. HEP'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE EQUIPMENT, THE DECISION OF WHICH IS WITHIN HEP'S SOLE DISCRETION, AND SUCH REPAIR OR REPLACEMENT SHALL BE CUSTOMER'S SOLE REMEDY. This warranty is conditioned upon proper operation and maintenance by Client and shall not apply if the failure is caused or contributed to by accident, alteration, abuse, or misuse, and this warranty shall not extend beyond the term of this Agreement.
  - F. HEP shall indemnify and hold Client harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorney's fees) for all damage or injury of any kind or nature (including death) to any person and for all property damage to the extent caused by or resulting from the negligence or fault of HEP, its employees, agents, and representatives. Client shall indemnify and hold harmless HEP, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, to the extent caused by an active or passive act or omission of Client, anyone directly or indirectly employed by Client, or anyone for whose acts Client may be liable. Further, HEP shall not be liable to Client for any claims, liabilities, damages, losses, and expenses related to mold or the creation of mold at Client's location(s) and shall have no obligation to treat, identify, or remove such mold.
  - G. HEP shall not be liable for the indoor air quality of the Client's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the HEP's work under this Agreement.
  - H. Any information of Client or relating to Client's business, which HEP obtains as a result of the work contemplated by this Agreement, which information is not generally available to the public, shall be considered "Confidential Information." All requests for Confidential Information shall be directed to Client's representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable HEP to perform the Services. Regardless of how it is obtained, HEP shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to HEP by Client or learned or developed during the course of the Services except that HEP may disclose such Confidential Information to its employees, agents, consultants, counsel and contractors (collectively, "Representatives") who need to know such Confidential Information in order for HEP to perform under the Agreement. HEP shall cause all such Representatives to comply with the provisions of this paragraph H. Confidential Information excludes information that: a. is presently in HEP's possession, provided that such information

has not been obtained from Client and that such possession can be demonstrated by HEP's written records; b. is, or becomes, generally available to the public, through, for example, such sources as patents or other generally circulated publications, and such availability to the public does not result from any fault of HEP; c. is received by HEP in written form from a third party having no obligation to Client to keep it confidential; or d. is independently developed by HEP provided that such development can be demonstrated by HEP's written records.

- I. This Agreement may be terminated (a) by Client, for its convenience, upon 30 days prior written notice, (b) by either party, if the other party commits a breach of any provision of this Agreement (other than for non-payment, which is covered in Section 3 above) and such breach continues for a period of thirty (30) days following written notice, (c) by either party, effective immediately, if the other party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law or makes or seeks to make a general assignment for the benefit of its creditors or applies for or consents to the appointment of a trustee, receiver or custodian for its or a substantial part of its property or (d) by either party, in the event of a Force Majeure Occurrence (as defined in Section 13 to the Agreement) affecting the other party which continues for more than sixty (60) days. In the event this Agreement is terminated prior to the expiration of any yearly term, Client shall be entitled to a prorata refund of the portion of any pre-paid annual service fee allocable to the portion of the contract year that follows the date of termination.

J. Miscellaneous

- a. HEP shall have the same obligations and responsibilities as set forth in the Arkansas Mechanics and Materialman's lien statutes applicable to its work under the Agreement.
  - b. This Agreement and any disputes arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) shall be governed by the laws of the State of Arkansas, without reference to its conflicts of law principles.
  - c. HEP's employees shall not be treated as employees of Client or its parent companies, subsidiaries or affiliates for any reason, including benefit plans, employment policies, disability laws, and unemployment and workers compensation.
  - d. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter specified herein and all prior or contemporaneous oral and all prior written documents with respect to the subject matter hereof are hereby superseded. No failure of either party to enforce any provisions hereof shall constitute a waiver by that party of its right subsequently to enforce the same or any other provision hereof. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party claimed to have waived such provision.
  - e. The parties voluntarily waive their respective right to trial by jury of any disputes arising hereunder.
  - f. The parties hereby agree that with respect to any dispute arising hereunder, the Courts in Pulaski County, Arkansas shall have exclusive jurisdiction and venue.
  - g. The parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a), 41 C.F.R. 60-250.5(a) and 41 C.F.R. 60-741.5(a). "We are an equal opportunity and affirmative action employer and we do not discriminate based on race, color, religion, sex, national origin, persons with a disability, or status as a protected veteran".
18. Client shall make available to HEP's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
19. HEP's obligation under this Agreement does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes, and materials are encountered, HEP's sole obligation will be to notify the Client of their existence. HEP shall have the right thereafter to suspend its work until such substances, wastes, or materials, and the resultant hazards, are removed. The time for completion of the work shall be extended to the extent caused by the suspension, and the contract price shall be equitably adjusted.