

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") entered into this 1st Day of January, 2025, by and between Oklahoma Higher Education Employee Interlocal (OKHEEI, or Client); and Riverside Accounting, LLC, (Consultant) FEI 93-4466172.

WHEREAS, OKHEEI desires to retain Riverside Accounting LLC for the purpose of performing support and accounting services for OKHEEI

### 1. Riverside Accounting LLC, will provide the following support and services for OKHEEI:

- a. Serve as primary point of contact for transactions (deposits and expenditures) that go through the OKHEEI Trust account.
- b. Review all transactions for accuracy and completeness.
- c. Request payments to vendors and carriers from OKHEEI trust.
- d. Provide reports/rosters to carriers in an agreed upon format.
- e. Communicate with vendors, carriers, OKHEEI Board members, auditors, and institutional employees responsible for payroll and benefit services.
- f. Request audit and other services as required by the OKHEEI Board and provide information needed.
- g. Attend OKHEEI Board meetings and provide financial reports as needed.
- h. Attend zoom meetings regarding OKHEEI business as needed.
- i. Communicate and coordinate with the OKHEEI Board Chair on issues related to OKHEEI.
- j. Act as HIPAA privacy officer for OKHEEI.
- k. Perform all duties on a timely basis.
- l. Provide insurance coverage; General Liability of \$2,000,000 each occurrence and General Aggregate of \$4,000,000.
- m. Communicate and problem solve with the Vendors/Carriers.
- n. Communicate and problem solve with the Member institutions Benefit Coordinators, Human Resources and Payroll departments.
- o. Work closely with Gallagher representatives assigned to OKHEEI's account.
- p. Prepare and distribute Board Meeting Agenda and all supporting documentation and zoom invitations.
- q. Coordinate Board meeting locations and assure zoom technology is available for remote attendees.
- r. Prepare board meeting minutes.
- s. Update OKHEEI website with meetings, minutes, and other information as needed
- t. Coordinate Secretary of State open meetings notifications with the RUSO office.
- u. Set up and attend on-site campus visits with benefit coordinators; minimum of twice per year.

Communicate directly with Executive Board members and RUSO legal counsel (Debra Lyon) when necessary

### 2. OKHEEI will provide the following for Riverside Accounting LLC:

- a. Email and encryption services in order to send and receive encrypted reports from member institutions and carriers on OKHEEI's behalf.
- b. IT support as needed.
- c. Access to files, both archived and current, as needed.
- d. Approve access to vendors and carrier portals to conduct business for OKHEEI, as needed.

- e. OKHEEI will provide a laptop computer and accessories as required to keep records separate from other Riverside clients.

### **3. Confidentiality**

Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personnel, financial or other affairs of the Client (OKHEEI) will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

The Consultant agrees to abide by the legal restrictions of HIPAA, even if such restrictions are not relevant to Client's institution. The Consultant also agrees it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client (OKHEEI).

### **4. Independent Contractor**

Both the Client (OKHEEI) and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including social security tax, and other taxes or business license fees as required. Furthermore, the Consultant and the Client (OKHEEI) acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for services.

### **5. Compensation**

The Consultant will be paid \$3,500 (Three thousand five hundred dollars) per month beginning January 1, 2025, and will submit an invoice for payment approval by the OKHEEI Board Chair. Payments will be made from the OKHEEI Trust account for these approved invoices.

Consultant may be reimbursed for all reasonable out of pocket expenses incurred including copying costs, pre-approved actual travel expenses, including lodging and mileage for use of personal automobile, parking and toll fees and other expenses as required and approved. Such expenses shall be approved OKHEEI or its Chair prior to Consultant incurring the expense, except in extenuating circumstances. Consultant will submit an itemized statement for reimbursable expenses for approval.

### **6. Use of the Client's Name**

Consultant may use the Client's name and logo image only with the express written consent of the Client.

### **7. Termination of Agreement**

The period of performance of this Agreement is from January 1, 2025, to December 31, 2025 and may be renewed on an annual basis.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving written notice to the other part with termination effective sixty (60) calendar days from delivery of said written notice. An effective termination date of less than sixty (60) calendar days

from delivery of written notice of termination of this Agreement may be permitted if mutually agreed upon by Client and Consultant.

## 8. Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

v. Brenda Burgess  
Riverside Accounting LLC  
PO Box 851152  
Yukon, OK 73085  
Email: [burgess.brenda@yahoo.com](mailto:burgess.brenda@yahoo.com)

w. OKHEEI  
305 NW 5<sup>th</sup> Street, #407  
Oklahoma City, OK 73102

## 9. Miscellaneous

- a. *Entire Agreement and Amendments.* This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.
- b. *Binding Effect, Assignment.* This agreement shall be binding upon the Consultant and the Client and to the Client's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by the Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Client.
- c. *Governing Law, Severability.* This Agreement, and all claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement shall be governed by, and enforced in accordance with, the internal laws of the State of Oklahoma.

**IN WITNESS WHEREOF, the parties hereto agree that this Agreement is effective as of the day and year first above written:**

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**Melanie Rinehart, Board Chair  
OKHEEI**

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**Riverside Accounting, LLC  
by Brenda Burgess**

