

**AGREEMENT TO PERFORM
DISBURSEMENT REVIEW SERVICES**

This Agreement specifies the terms pursuant to which **Disbursement Review, LLC** (“**DR**”) will conduct a review of accounts payable transactions, including a vendor statement review for the **Broken Arrow Public Schools** (“**Client**”) for transactions relating to fiscal period ending June 30, 2020 and prior, on a contingency fee basis as outlined below.

1. **Services Provided by DR.** DR will provide the following services:
 - a) Examine Client’s historical Accounts Payable transactions at DR’s expense to determine whether or not and to what extent overpayments and/or under deductions have been made which have not been identified by Client.
 - b) Collect supplier credit memos, collect supplier checks, or prepare supplier charge backs and submit them with supporting documentation to Client’s Accounts Payable Manager (or whomever else Client designates) for verification and processing. In all cases, Client shall determine which vendors and any related charge backs DR may pursue. DR shall conduct activities in accordance with all state, local and federal guidelines, regulations and laws.
 - c) DR will develop a claim schedule format for use during the recovery collection process. DR agrees to modify the format at any time at the request of the Client.
 - d) DR will provide update reporting to designated Client personnel during the review in a format and on a schedule mutually agreed upon between Client and DR.
 - e) DR will promptly handle questions or correspondence from Client vendors relative to any charge backs issued as part of this Agreement. Inquiries will be handled in a professional manner to help maintain good business relationships between Client and its vendors.
 - f) After completion of this review, DR will provide to Client a recovery summary.

2. **Duties of Client.**

- a) Client agrees to promptly furnish or provide access to all records necessary to perform a full service review; including, but not limited to, paper records, microfilm, microfiche and electronic records, such as the accounts payable paid history file, vendor master file, procurement files, purchase order files, invoice and receiving detail, and charge backs written.
- b) DR will refer all confirmed overpayment/under-deduction claims to Client. All claims against vendors for reimbursement of, or credit for, excess payments will be processed promptly by Client, if approved by Client. All records and review results shall remain the sole property of Client.
- c) Client confirms that any self audit program has been completed for the time period covered by the scope of DR's review as provided in this Agreement. Nothing set forth in this Agreement shall be deemed or construed to preclude or prevent Client in any way from continuing such internal audit procedures and efforts in the future. No representations or warranties have been made by Client to DR as to the magnitude of claims, if any, that remain uncollected following Client's internal review.

3. **Fees.** DR's fee for its services will be a percentage (as outlined in the tables below) of the recovered monies (or credits received) from overpayments and/or under-deductions discovered by DR. DR's fee will be calculated on recovered monies collected (including credits issued by Client's vendors) less any paybacks and adjustments (if any) that may have occurred.

Accounts Payable Disbursement Recoveries:

This will include recovery of invoice or "header" level transactions including, but not limited to: duplicate payments, over payments, payments to wrong supplier, cash discounts, product returns, unapplied cash, and unauthorized charges on invoice (i.e. tax or freight).

Collected Recoveries This Fiscal Period	Broken Arrow Public Schools Share	Disbursement Review, LLC Fee Rate
All	50%	50%

Contracts & Pricing Recoveries (if applicable):

This will include, but is not limited to, recovery of payments deemed to be in excess of Client approved purchase orders, and detailed item or "line" level transactions paid that were deemed to be in excess of an established/contracted price; where the price was established in a Client contract, bid sheet, quote sheet, cooperative purchasing agreement, or other such applicable document utilized by Client.

Collected Recoveries This Fiscal Period	Broken Arrow Public Schools Share	Disbursement Review, LLC Fee Rate
All	50%	50%

In all cases DR shall provide a detailed summary of its collections, paybacks and adjustments (if any) to Client with appropriate backup documentation if requested by Client. Payment of DR's fee billings is due within ten (10) days from the date of invoice. DR will be entitled to the fee set forth above with respect to all monies collected (or credits received) following the termination of this Agreement with respect to DR's efforts while this Agreement is in effect. DR shall remit to Client any fees that were already paid to DR related to a reversed or canceled claim within ten (10) days of such determination.

4. **Term.** This Agreement shall commence on the date hereof and will terminate on June 30, 2021 subject to Client's option to renew for (1) one additional year beginning July 1, 2021 and ending June 30, 2022. This Agreement may be terminated by either party at any time upon thirty (30) days advance written notice to the other party.
5. **Confidentiality.** Reviews conducted by DR are conducted under the strictest rules of confidentiality. DR acknowledges that it will receive or have access to information which Client deems to be proprietary and confidential. DR agrees and will use its best effort to cause its respective employees or agents; to treat all Confidential Information (as herein defined) received from Client as confidential and not to disclose such information to any party; not to directly or indirectly reveal, report, publish, or transfer any confidential information to any person or entity; and not to use such information for any purpose other than to perform its obligations under this Agreement. For purposes of this Agreement the term "Confidential Information" shall mean without limitation, any information disclosed to DR such as computer software, designs, drawings, specifications, techniques, diagrams, flow charts, research, processes, procedures, "know-how", operating procedures, trade secrets, strategic plans, policies and financial

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information, trademarks, copyrighted materials and Client source documentation. The term "Confidential Information" shall in no event apply to any information which (i) is already in the public domain at the time of disclosure; (ii) enters the public domain after disclosure through no fault of DR, (iii) is already known to DR at the time of disclosure as evidenced by DR's records; or (iv) is subsequently disclosed to DR by third parties having no obligation of confidentiality to Client.

6. **Liability.** DR shall assume all liability for any injury to Client or its agents or employees, or for any damage to Client's property (personal or real) caused by the negligence, misconduct, error or omission of DR, or its agent or employees. DR agrees to indemnify, hold harmless, and defend Client from and against any and all losses, claims, suits, liabilities and expenses, including reasonable attorneys' fees, if any, arising, growing out of or resulting in any way connected with DR's performance of its obligations under this Agreement.

Client shall promptly notify DR in writing of any claim Client intends to assert against DR. DR will have a reasonable amount of time to resolve or cure any claim asserted by Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____.

Accepted by:

DISBURSEMENT REVIEW, LLC

Timothy S. Brophey
Principal

Accepted by:

BROKEN ARROW PUBLIC SCHOOLS

Title: _____

Date: _____