

## Regular Board Meeting – Notice & Agenda

### Notice

As required by Section 311, Title 25, Oklahoma Statutes, Notice is hereby given that the Board of Review will hold a Regular Board Meeting, Thursday, August 7th, 2025, at 10am at the ACCO Building, 429 NE 50th St, Oklahoma City, OK 73105.

### Person Filing Notice:

» Tammy Malone, Board Chairperson, Craig County Courthouse, Vinita, OK 74301, 918-256-2507.

### Remote Participation:

» Meeting Link: <https://tinyurl.com/mtvdh8cd>

Meeting #: **274 831 364 639 3**

Password: **RL6KW7H5**

### Remote Participation Guidelines:

- » Mute your microphone or phone when not speaking.
- » All votes will be conducted by roll call.
- » Voting board members leaving the meeting early, must announce their intention to do so.
- » If a voting board member loses connection, the meeting being paused until connection is restored.

### Meeting Materials

- » Visit: <http://www.opehw1.com/boardmeetingmaterials.html>.
- » Materials are available online, one week prior to the meeting.

### Agenda

Report, discussion, consideration, amendment, and appropriate action, if any, on the following:

1. Minutes of the 5/21/25 Special Board Meeting.
2. New Board Members.
3. An Executive Session of the Board of Trustees, as authorized by Title 25, §§307 B.4 and B.7 of the Oklahoma Statutes, for the purpose of confidential communications concerning coverage of a denied medical procedure for a covered minor dependent, and with the advice of its attorneys, a determination by the Board of Trustees that disclosure to the public of the communications in such Executive Session would seriously impair the ability of the Trust to process the potential claim in the public interest and for purposes of discussing the member appeal where disclosure of such information relating to confidential and protected health information would violate the confidentiality requirements imposed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Parts 160 and 164.
4. After return by the Board of Trustees to the public meeting, vote upon any item of business which concerns the above-described and is considered during the Executive Session.
5. Financial Position as of 6/30/2025.
6. 2026 Regular Board Meeting Dates.
7. New Administration Team Members.
8. 2024/25 Plan Year Review.
9. Potential PHI Disclosure Event.
10. Claims Resulting from Late Member Termination Notification.
11. Groups Leaving.
12. Groups Joining.
13. 2024/25 Plan Year Audit Engagement.
14. SB202.
15. Woods County Lawsuit.
16. By-Laws.
17. New Business, unforeseen at the time of this posted Agenda.
18. Adjourn.

### Next Regular Board Meeting

» 10am - Thursday, October 9th, 2025, ACCO Building, 429 NE 50th St, Oklahoma City, OK 73105.

Posted at \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed: \_\_\_\_\_



## Meeting Minutes

OPEH&W Health Plan Board of Trustees Board Meeting  
ACCO Building  
429 NE 50<sup>th</sup> St, Oklahoma City, OK  
May 21st, 2025

---

**Trustees Present:** Mitch Antle, Washington County – Attended Virtually  
Amy Gonzalez, Cimarron County – Attended Virtually  
Matt Jacobson, OMAG – Attended Virtually  
Tammy Malone, Craig County – Attended Virtually  
Kristie Moles, Pawnee County – Attended Virtually  
CJ Rose, Beaver County – Attended Virtually  
Kathy Ross, Johnston County – Attended Virtually  
Dolan Sledge, Texas County – Attended Virtually  
Lynn Smith, Ellis County – Attended Virtually

**Trustees Absent:** Mike Brittingham, Pushmataha County  
Dana Brown, Seminole County  
Emily Lee, Kingfisher County  
Gary Nielsen, Harper County  
Gary Starns, Pontotoc County  
Steve Stinson, Grant County

**Staff/Guests:** Ross Naylor, Plan Administration Office – Attended Virtually  
Jennifer Mullally, Plan Administration Office – Attended Virtually  
January Smoot, Plan Administration Office – Attended Virtually

A quorum was established. Chairwoman, Tammy Malone, called the meeting to order at 1:00 pm.

### 1. Minutes of the 4/10/2025 Regular Board Meeting.

Matt made a motion to approve the 4/10/2025 minutes. Mitch Antle seconded. Roll Call Vote. All voted aye, and the motion passed.

### 2. Cash Flow Strategies.

The plan administrators suggested the following changes: switch all groups from paying in arrears to being invoiced in advance with payments due by the 5<sup>th</sup> of each month and move the Plan to the Blue Advantage PPO network. Discussions followed.

Mitch Antle made the motion. CJ Rose seconded. Roll Call Vote. All voted aye, and the motion passed.

**3. New Business unforeseen at the time of the posted agenda.**

None

**4. Adjournment.**

CJ Rose made a motion to adjourn the meeting. Lynn Smith seconded. There is no opposition, and the meeting adjourned at 3:00 pm.

---

Tammy Malone  
Chairman/Board of Review

---

Attested To/ Notary

---

My Commission Expires

---

Steve Stinson  
Secretary/Board of Review

---

Attested To/ Notary

---

My Commission Expires

**O. P. E. H. & W. PLAN**

Balance Sheet

June 30, 2025

**ASSETS**

## Current Assets

Cash - Reserve Account	\$	1,406,794.11
Arvest Equities Account		1,575,044.12
Arvest Fixed Income Securities		3,081,385.03
Accounts Rec.-Rebates		1,397,661.60
Accounts Rec. - Surcharge		94,214.89
Accounts Rec - Unpaid Premiums		386,478.51

Total Current Assets		7,941,578.26
----------------------	--	--------------

## Property and Equipment

Total Property and Equipment		0.00
------------------------------	--	------

## Other Assets

Total Other Assets		0.00
--------------------	--	------

Total Assets	\$	7,941,578.26
--------------	----	--------------

**LIABILITIES AND CAPITAL**

## Current Liabilities

Accounts Payable	\$	6,877,618.28
Bank Loan Payable		3,381,701.40

Total Current Liabilities		10,259,319.68
---------------------------	--	---------------

## Long-Term Liabilities

Total Long-Term Liabilities		0.00
-----------------------------	--	------

Total Liabilities		10,259,319.68
-------------------	--	---------------

## Capital

Beginning Balance Equity	(337,648.87)
Fund Balance	3,501,613.02
Net Income	(5,481,705.57)

Total Capital	(2,317,741.42)
---------------	----------------

Total Liabilities & Capital	\$	7,941,578.26
-----------------------------	----	--------------

**O. P. E. H. & W. PLAN**  
Income Statement  
For the Twelve Months Ending June 30, 2025

	Current Month		Year to Date	
Revenues				
Commission Income	\$ 0.00	0.00	\$ 0.00	0.00
Public Entity Premiums	2,448,802.23	71.38	41,495,652.24	89.06
Cobra Premiums	4,039.74	0.12	66,241.86	0.14
Retiree Premiums	177,941.69	5.19	1,649,322.34	3.54
Unearned Revenue - Public Ent	0.00	0.00	0.00	0.00
Unearned Revenue - Cobra	0.00	0.00	0.00	0.00
Unearned Revenue - Retirees	0.00	0.00	0.00	0.00
Specific Reinsurance	0.00	0.00	0.00	0.00
Surcharge Revenue	0.00	0.00	0.00	0.00
Claims Runoff Revenue	0.00	0.00	0.00	0.00
Rebates	800,000.00	23.32	3,335,227.53	7.16
Refunds	0.00	0.00	0.00	0.00
Subrogation Refunds	0.00	0.00	45,469.19	0.10
Interest Income - Reserve	0.00	0.00	0.00	0.00
Interest Income - BancFirst	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00
Arvest Brokerage Invest Income	0.00	0.00	0.00	0.00
Arvest Sweep Interest Inc.	0.00	0.00	0.00	0.00
Other Income	0.00	0.00	0.00	0.00
Investment Income	0.00	0.00	0.00	0.00
Unrealized Gain/Loss	0.00	0.00	0.00	0.00
Total Revenues	3,430,783.66	100.00	46,591,913.16	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	3,430,783.66	100.00	46,591,913.16	100.00
Expenses				
Medical Claims Expense	2,278,773.13	66.42	27,892,971.35	59.87
Dental Claims Expense	148,736.55	4.34	1,888,648.50	4.05
Prescription Claims Expense	1,158,837.54	33.78	13,894,945.93	29.82
ITS Charges	0.00	0.00	0.00	0.00
ACA Reinsurance & PCORI Fee	19,917.80	0.58	19,917.80	0.04
Administration Fees	95,553.27	2.79	1,142,745.66	2.45
Claims Supervisor Fees	322,009.45	9.39	3,917,497.13	8.41
Specific Reinsurance Expense	102,143.85	2.98	1,240,841.69	2.66
Group Life Insurance Expense	94,821.56	2.76	1,143,546.26	2.45
Fiduciary & Fidelity Insurance	0.00	0.00	2,472.00	0.01
Vision Insurance Expense	41,504.60	1.21	494,535.45	1.06
Bank Charges	359.51	0.01	4,231.65	0.01
Dues & Fees	0.00	0.00	6,925.00	0.01
Fees-Interest investment Exp.	0.00	0.00	0.00	0.00
Interest Expense	0.00	0.00	143,429.97	0.31
Legal Fees	0.00	0.00	34,832.24	0.07
Meeting Expense	0.00	0.00	1,250.00	0.00
Miscellaneous Expense	0.00	0.00	0.00	0.00
Newsletter Expense	0.00	0.00	0.00	0.00
Office Supplies	0.00	0.00	0.00	0.00
Postage Expense	1,347.71	0.04	9,542.36	0.02
Premium Reimbursement	0.00	0.00	0.00	0.00
Printing Expense	2,450.22	0.07	19,822.74	0.04
Professional Services	23,009.75	0.67	215,463.00	0.46
Storage Rental	0.00	0.00	0.00	0.00
Subrogation Fees	0.00	0.00	0.00	0.00
Unrealized Gain/Loss on Invest	0.00	0.00	0.00	0.00

For Management Purposes Only

**O. P. E. H. & W. PLAN**  
Income Statement  
For the Twelve Months Ending June 30, 2025

	Current Month		Year to Date	
Investment Expense	<u>0.00</u>	0.00	<u>0.00</u>	0.00
Total Expenses	<u>4,289,464.94</u>	125.03	<u>52,073,618.73</u>	111.77
Net Income	\$ <u><u>(858,681.28)</u></u>	(25.03)	\$ <u><u>(5,481,705.57)</u></u>	(11.77)



# 2026

## BOARD MEETING SCHEDULE

### PARTICIPATION DETAILS

10AM ACCO BUILDING, 420 NE 50TH, OKLAHOMA CITY, OK 73105

VIRTUAL MEETING PARTICIPATION & MATERIALS:

[WWW.OPEHW1.COM/BOARDMEETINGMATERIALS.HTML](http://WWW.OPEHW1.COM/BOARDMEETINGMATERIALS.HTML)

### JANUARY 22<sup>ND</sup>

UPCOMING PLAN YEAR CONTRACTS

UPCOMING PLAN YEAR RATES

ACTUARY STUDY RESULTS

### APRIL 9<sup>TH</sup>

UPCOMING PLAN YEAR CONTRACTS

### AUGUST 6<sup>TH</sup>

PREVIOUS PLAN YEAR REVIEW

BOARD MEETING DATES

### OCTOBER 8<sup>TH</sup>

AUDIT RESULTS

# New Administration Team Members

**We are delighted to announce two new additions to the Plan Administration team.**



**Anna Dewan, BSN, RN**  
Nurse Advocate

As the OPEH&W Health Plan's Nurse Advocate, Anna will:

- Educate & Support Members with Navigating their Health Conditions
- Help Members to Better Understand their Benefits
- Welcome & Educate New Members
- Provide First Aid & CPR Training
- Assist During Open Enrollment
- Plan & Organize Health Fairs



**Amber Hargrove**  
Health Solutions Analyst

In her role as Health Solutions Analyst for the OPEH&W Health Plan, Amber will be analyzing and identifying opportunities relating to:

- The Covered Population
- Claims & Utilization Behaviors
- Making Healthy Cheaper Utilization & Adoption Opportunities
- Operational Workflows & Systems
- Inefficiencies & Improvement Implementation



# Medical

## 2023/24 - 2024/25 Comparison

**5.8%** ▲ Members  
**23.3%** ▲ Spend  
**14.7%** ▲ Claims  
**7.5%** ▲ Spend per Claim  
**16.5%** ▲ Spend per Member per Year  
**8.3%** ▲ Claims per Member per Year

### High-Cost (>\$50k)

**-6.0%** ▼ Spend  
**86.7%** ▲ Claims  
**-49.6%** ▼ Spend per Claim  
**-11.2%** ▼ Spend per Member per Year  
**76.4%** ▲ Claims per Member per Year

### Air Ambulance

**32.0%** ▲ Spend  
**7.2%** ▲ Claims  
**-14.8%** ▼ Spend per Claim  
**-24.9%** ▼ Spend per Member per Year  
**46.6%** ▲ Claims per Member per Year

### ConnectDME

**-0.2%** ▼ Spend  
**10.2%** ▲ Claims  
**-9.4%** ▼ Spend per Claim  
**-5.7%** ▼ Spend per Member per Year  
**4.1%** ▲ Claims per Member per Year

# Rx

## 2023/24 - 2024/25 Comparison

- 5.8%** ▲ Members
- 30.5%** ▲ Rebates
- 6.6%** ▲ Spend
- 6.2%** ▲ Claims
- 0.4%** ▲ Spend per Claim
- 0.7%** ▲ Spend per Member per Year
- 0.3%** ▲ Claims per Member per Year

### Generics

- 9.8%** ▼ Spend
- 7.1%** ▲ Claims
- 86.1%** ▲ Share of Claims
- 15.7%** ▼ Spend per Claim
- 14.7%** ▼ Spend per Member per Year
- 1.2%** ▲ Claims per Member per Year

### Brands

- 9.1%** ▲ Spend
- 1.0%** ▲ Claims
- 6.6%** ▲ Spend per Claim
- 3.1%** ▲ Spend per Member per Year
- 4.6%** ▼ Claims per Member per Year

### Specialty

- 4.7%** ▼ Spend
- 4.9%** ▼ Claims
- 5.7%** ▼ Spend per Claim
- 10.0%** ▼ Spend per Member per Year
- 4.6%** ▼ Claims per Member per Year

# Claims Resulting from Late Member Termination Notification

## Issue

- Participating groups routinely send late termination notifications.
- Retroactive termination notifications of 30 or more days after the coverage end date are very common.
- Any delay in receipt of a termination notifications means that claims will continue to be incurred and paid for individuals who should no longer be covered.

## Risk

- For Medical and Dental claims this is generally not an issue, as claims can be retracted.
- However, that is not the case with Rx claims, which can be neither returned nor retracted.
- This means the OPEH&W Health Plan is incurring risk and cost it is not obligated to.
- With the high cost of prescription drugs, more especially specialty medications available now, the potential is significant.
- Additionally, with the new high-cost medications in the pipeline for FDA approval, the future potential exposure is enormous.

## Solution

- To deter slow notification of terminations, authorize the Plan Administrator to charge any participating group directly for any Rx claims incurred for a terminated member which occurred after the coverage end date.
- Consideration should be given to applying a grace period of 5-working days for termination notification following the coverage end date, with only Rx claims incurred thereafter being charged.

## **FY-2025 AUDIT ENGAGEMENT LETTER**

July 30, 2025

To the Governance and Management of the Oklahoma Public Employees Health & Welfare Plan

We are pleased to confirm our understanding of the services we are to provide the Oklahoma Public Employees Health & Welfare (the “Plan”) for the year ended June 30, 2025.

### **Audit Scope and Objectives**

We will audit the financial statements of the including the statement of net position, statement of revenues, expenses, and changes in net position, statement of cash flows, and related notes to the financial statements, which collectively comprise the basic financial statements of the Plan as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Plan’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Plan’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

#### **1) Management’s Discussion and Analysis**

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

### **Auditor’s Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Plan and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves

fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our test, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.



## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Plan's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America with, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.





Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Plan in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for services will be billed at our actual rates with a minimum fee of \$33,000. This price includes an electronic pdf copy of the report for distribution to your members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes miscellaneous charges, such as travel, meals, and copies. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of



signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the Plan has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

## Reporting

We will issue a written report upon completion of our audit of the Plan's financial statements. Our report will be addressed to the Governance and Management of the Plan. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issues reports, or withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Plan's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Plan's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Plan is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the Plan is limited to the amount of the annual fee the Plan paid for this audit engagement as liquidated damages.

The Plan agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C., and the Plan agrees to be bound. Arledge & Associates, P.C. and the Plan will share any cost of mediation equally.

We appreciate the opportunity to be of service to the Plan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Arledge & Associates, P.C.

## RESPONSE:

This letter correctly sets forth the understanding of Oklahoma Public Employees Health and Welfare Plan.





---

Management signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Governance signature: \_\_\_\_\_  
Title: \_\_\_\_\_





# **PROPOSED**

## **Board of Trustees By-Laws**

As Adopted: **00/00/0000**

### Items for discussion:

- a. Impeachment for forcible removal.
- b. Apply staggered terms for existing board members.
- c. Eligibility criteria for Trustees (i.e. length of organization participation).
- d. Eligibility criteria for Chair/Vice-Chair (i.e. Years of Board Experience).
- e. Nominations from Groups planning to leave.

### **A. Powers & Duties**

To manage the OPEH&W Health Plan, the Board of Trustees and may:

1. Prepare specifications, request bids and enter contracts for the purpose of underwriting, administering or providing any part or all the OPEH&W Health Plan, policies or services on behalf of and with participating agencies.
2. Determine rates, risks, benefits and terms of any coverage, policies or services, and adjust rates and benefits based on claim experience.
3. Provide for underwriting or other agreements for participating organizations, policy or service; serve as the policyholder of any group policy or coverage; determine the methods of claim administration and payment; and provide for claim experience for the participating organizations collectively or separately.
4. Determine the contribution amount or appropriation required from participating organizations for participation and as necessary to follow policy and to provide established services.
5. Establish standards of eligibility for participating organization and employees in any coverage, policy or service; including procedures for enrollment and withdrawal from any coverage, policy or service; and establish effective dates of coverage.

6. Provide for administration and manner of payment of funds for all expenses concerning the coverage, policies or services which may be established; and establish procedures for safekeeping, handling, and investing such fund(s) and any monies received or paid.
7. Establish the duties and records of the Plan Administrator to enable the correct billing of premiums and fees, enrollment of participating organizations and their employees, and payment of claims.
8. Serve as an appeal body for complaints of participating organizations and their employees and establish procedures for grievances of participating organizations and employees.
9. Study the operation of the coverage, policies or services, gross and net costs, administrative costs, benefits, utilization of benefits and claims administration.
10. Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purposes of the Inter Local Government Agreement.
11. Exercise risk management practices pursuant to preservation of capital, protection of data and to ensure business continuity. Accordingly, the Board of Trustees authorizes the Plan Administrator to procure a Directors E&O Policy providing coverage for the Trustees.
12. Retain General Counsel who is responsible to the Board for providing advice concerning compliance with state statutes including, but not limited to, the Open Meetings Act, Open Records Act, The Interlocal Cooperation Act, current State Auditor and Inspector reports, and the State Ethics Commission.
13. At all times while acting on behalf of the OPEH&W Health Plan, the conduct of the Board shall be subject to the OPEH&W Health Plan Code of Conduct, the OPEH&W Health Plan Conflict of Interest Policy, and the OPEH&W Service Provider Bill of Rights; copies of which are incorporated respectively as Appendix 1, Appendix 2 and Appendix 3.

## **B. Form**

1. Size:
  - a. Fifteen (15) members of the Board of Trustees.
  - b. A minimum of X must be from participating counties.
  - c. A minimum of X must be from participating municipalities.
2. Quorum:
  - a. Eight (8) members will constitute a quorum.
  - b. All official action taken by the Board shall only be deemed valid with Eight (8) or more votes in favor, regardless of the number of Trustees present.
3. Term:
  - a. Trustees are elected for a term of X years.
4. Eligibility:
  - a. Trustees from a county must be an elected official from that county.
  - b. Trustees from a municipality must be a mayor or city manager from that municipality.
  - c. Trustees from a school district must be a superintendent from that school district.
  - d. Trustees from any other participating organization must be an official from that participating organization.
5. Compensation:

- a. Trustees serve without compensation but may be reimbursed for actual and necessary expenses incurred in the performance of their duties.

## C. Officers

### 1. Positions:

- a. The board shall have 3 designated officer positions, filled by Trustees:
  - i. Chair
  - ii. Vice-Chair
  - iii. Secretary
- b. Term: Officers shall serve a term of X years.
- c. Term Limits: There are no term limits.
- d. Election: Shall be filled by a vote of the Board of Trustees by simple majority.
- e. Vacancies During Term: Shall be filled by a vote of the Board of Trustees by simple majority for the balance of the term which has been vacated.

## D. Meetings

### 1. All Meetings:

- a. Attendance:
  - i. Each Trustee should attend at least one-half (½) of all scheduled regular and special meetings of the Board held in any three (3) month period, unless otherwise excused by the Board.
  - ii. The Chair of the Board will contact each member whose attendance falls below the criteria to ask them to carefully consider whether the interests of the OPEH&W Health Plan will be best served if they continue to hold the office of Trustee.

### 2. Regular Meetings:

- a. Shall conform to the requirements of the Open Meeting Act.
- b. Shall hold a minimum of four (4) regular board meetings per calendar year.

### 3. Annual Meetings:

- a. The annual meeting of the Board shall be in September.

## E. Nominations, Elections & Vacancies

- 1. Prior to March 1 of each year, the Plan Administrator shall give notice by first class mail to the designated board representative contact of each participating organization, that vacancies on the Board of Trustees will occur on July 1.
  - a. The notice shall state:
    - i. The number of offices to be filled.
    - ii. That the participating organization may nominate one (1) candidate for each vacancy to be filled.
    - iii. That the nomination form must be signed by the Board of County Commissioners if the organization is a County, by the mayor and attested by

the clerk if the organization is a Municipality, or the leading individual of any other organizational type.

- iv. That completed nomination form shall be returned no later than March 16 by:  
(1) sending a facsimile of the form to the OPEH&W Health Plan; (2) sending the form to a designated OPEH&W Health Plan recipient as an attachment to an e-mail; or (3) sending the OPEH&W Health Plan the form by certified mail.
- b. The nomination form furnished to the participating organization shall provide:
  - i. The name of the participating organization.
  - ii. The name and title of the nominee.
  - iii. A biographical sketch of not more than fifty (50) words.
  - iv. The signature of by the Board of County Commissioners if the organization is a County, by the mayor and attested by the clerk if the organization is a Municipality, or the leading individual of any other organizational type.
- c. At the April meeting of the Board, the Trustees shall consider the nominations and determine the eligibility of those nominees conform with the requirements of these By-Laws.
- d. The Plan Administration shall mail a ballot containing the names of the nominees determined to be eligible to all participating organizations prior to May 1. Such ballot shall state the number of votes that are to be cast and shall list the names of the nominees with their biographical sketch(es).
- e. The ballot, signed by the Board of County Commissioners if the organization is a County, by the mayor and attested by the clerk if the organization is a Municipality, or the leading individual of any other organizational type, shall be returned no later than May 31 to the OPEH&W Health Plan by: (1) sending a facsimile of the ballot to the OPEH&W Health Plan; (2) sending the ballot to a designated OPEH&W Health Plan recipient as an attachment to an e-mail; or (3) sending the OPEH&W Health Plan the ballot by certified mail.
- f. During the August meeting of the Board, the Trustees shall canvass the votes cast. The nominee receiving the largest number of votes shall be considered elected to the office of Trustee, and if more than one Trustee is to be elected, the nominee with the next largest number of votes being then next elected, and so on until all vacancies have been filled.
- g. Should two or more nominees receive an equal number of votes when only one or more but less than all nominees receiving an equal number of votes can be elected, the nominee to be elected shall be determined by a drawing of lots.
- h. The results of the elections will be mailed to all participating organizations.
- f. Vacancies on the Board shall be filled by a vote of the Board of Trustees by simple majority for the balance of the term which has been vacated.

2.

## F. Training

1. New Trustees: The Plan Administrator will conduct a training program for any newly elected Trustee, to occur prior to the next regular board meeting following their election.
2. Existing Trustees: The Plan Administrator will conduct an annual training program for all existing Trustees, to occur during the August regular board meeting.
3. The training program will provide each Trustee with the latest version of the OPEH&W Health Plan's – Trustees Manual, and must, at a minimum, cover the following topics:
  - a. Organizational Governance
  - b. Structure
  - c. Financial Operations
  - d. Administrative Operations
  - e. Legal & Fiduciary Responsibilities
  - f. Actuarial Studies
  - g. Audits
  - h. Investment Policy
  - i. Underwriting Policy
4. Registration, tuition or other fees resulting from participation required training programs shall be paid for by the OPEH&W Health Plan, if the Board has approved such training program.
5. All other expenses directly related to participation in a required training program, including transportation, lodging, meals and other necessary expenditures, shall be paid by the OPEH&W Health Plan according to Expenses & Travel Costs section of these By-Laws.

## **G. Expenses & Travel Costs**

1. The OPEH&W Health Plan Trustees will be reimbursed for travel to Board meetings and for other expenses incurred on behalf of the OPEH&W Health Plan according to these procedures.
2. The OPEH&W Health Plan shall be responsible for all such necessary expenditures.
3. The OPEH&W Health Plan shall request reimbursement from the Trustees or the organization they represent for any expenses not covered above.
4. Travel expenditures shall not exceed the normal cost of coach-class plane fare, and other expenses shall be those reasonable and customary for the area in which the activity is conducted.
5. Expenses which will not be reimbursed include:
  - a. Liquor or personal entertainment.
  - b. Tips more than 20%.
  - c. Personal postage, reading material, personal toiletry articles, laundry service or other personal services.
  - d. Expenses (other than group meals) related to a spouse, or other persons not authorized to receive reimbursement under this policy.

## **H. Reporting to the Board**

1. It is the duty of Plan Administrator, consultants and service providers to keep the Board of Trustees informed of all activities that impact the Board in its role as management and fiduciaries of the OPEH&W Health Plan. Board members are entitled to access all records and reports maintained by or for the benefit of the OPEH&W Health Plan.
2. Many reports are formally presented to the Board as part of its meeting deliberations. Ad hoc reports may also be presented to the Board in writing at the Plan Administrators direction.
3. An operations summary report is prepared by the Plan Administrator for consideration at regular board meeting. This report will condense and compares a wide variety of financial and participant data plus statistical detail of many facets of internal operations and OPEH&W Health Plan activity. The operations summary is intended to be a comprehensive report covering all areas of the OPEH&W Health Plan's activities to assist the Board in evaluating the implementation and status of such activities.

# PROPOSED

## Appendix 1

### The OPEH&W Health Plan - Code of Conduct

This Code of Conduct shall apply to the OPEH&W Health Plan Board of Trustees (Board) and its agents, whether directly employed or under contract, to ensure that business is conducted in a manner that promotes trust. Accordingly, the Board adopts as policy the understanding that the OPEH&W Health Plan is:

1. Dedicated to the highest ideals of honor, integrity and due diligence so that our Board, employees and agents merit respect and public confidence in all its dealings.
2. Dedicated to the concepts of democratic, effective and efficient governance by responsible, knowledgeable elected and appointed officials with an understanding that decisions and actions taken are always made in the best interests of our members and participants.
3. Committed to the principle that the Board is responsible for establishing goals and objectives and in making policy decisions on behalf of the members and participants.
4. Committed to the principle that agenda items will be accompanied by information and advice relevant to the OPEH&W Health Plan policies as a basis for making decisions, and that said policies will be implemented and uphold all policies and decisions adopted by the Board.
5. Dedicated to the continual improvement of the professional abilities and expertise of the Board in matters relating to pool governance and pool management or administration.
6. Dedicated to the principle that the Board share a responsibility to communicate the OPEH&W Health Plan's objectives/activities/outcomes to its members and participants and will work to always ensure its quality and image.
7. Dedicated to the principle that all matters of procurement, personnel administration and outside contracting are administered based on merit, ensuring that fairness and impartiality govern all governance and management decisions.
8. Dedicated to the principle that matters of pool governance and/or pool management/administration cannot be bought or sold. No Board member should ever solicit a personal gift of any value from any third-party performing work on behalf of or in any way associated (or potentially associated) with the OPEH&W Health Plan.
9. Dedicated to the principle that conflicts of interest, (defined as situations in which a person has a duty to more than one person or organization and cannot do justice to the actual or potentially adverse interests of both parties) should be avoided and where present shall be fully disclosed. This includes situations when a Board member's personal interests (including those of his/her family) are contrary to their loyalty to the OPEH&W Health Plan.



# PROPOSED

## Appendix 2

### The OPEH&W Health Plan - Conflict of Interest Policy

#### Purpose

To insure OPEH&W Health Plan Trustees are (1) independent and impartial in their decisions regarding the choice of vendors, suppliers or service providers; (2) to prevent a Trustee from inappropriately obtaining anything of value or a private benefit; (3) to prevent the appearance of a Trustee inappropriately obtaining anything of value or a private benefit; and (4) to make financial disclosures that demonstrate fair and equitable treatment is given to all OPEH&W Health Plan decisions, the following policy guidelines shall be observed:

#### Guidelines

1. Under no circumstances shall a Trustee vote for or do official business with a vendor, supplier or service provider in which the Trustee has a financial interest either directly or indirectly through a spouse or any person related within the third degree by affinity or consanguinity (i.e. parents, grandparents, great-grandparents, uncles, aunts, brothers, sisters, children, grandchildren, great-grandchildren, nephews and nieces, either of employee or their spouse) to a Trustee.
2. No OPEH&W Health Plan Trustee may accept “anything of value or private benefit.” For this policy, “anything of value or a private benefit” means any gift or participation in any activity with a fair market value more than \$50.
3. All OPEH&W Health Plan Trustees shall prepare and submit a Conflict-of-Interest Policy Report providing the following information about all gifts of \$50 or less:
  - a. Name of provider
  - b. Description of activity/gift
  - c. Date activity/gift was provided
4. However, when anything of value is provided to Trustees as a whole, nothing need be reported, although the thing of value may have been provided or sent in the name of an individual Trustee; for example, (1) when a law firm sends a seasonal fruit basket to an OPEH&W Health Plan attorney, but the fruit is placed in a common area for general consumption; or (2) when a third party administrator provides lunch for all OPEH&W Health Plan Trustees; or (3) when a service provider sends basketball tickets to an individual, but the tickets are made available to all employees through a drawing.
5. Further, “anything of value or a private benefit” does not apply to:
  - a. Modest amounts of food and refreshments, such as soft drinks, coffee and donuts, offered other than as a part of a meal.
  - b. Food and beverage consumed when participating in a charitable, civic or community event.
  - c. Rewards or prizes awarded to attendees of an event open to the public.

- d. Any food, donation or prize provided at a meeting, conference or seminar by an exhibitor or sponsor, the cost of which is borne by the registration fee and made available to all registrants.

## Filing the Conflict-of-Interest Policy Report

1. Statements must be filed by January 31 following the previous calendar year. Statements will be filed with the Plan Administration and the Plan Administrator will make copies available to the Trustees by the first regular Board meeting scheduled after January 31 of the following calendar year. A OPEH&W Health Plan Conflict of Interest Policy Report form is available and is to be used to report anything of value or a private benefit, as defined.

## Frequently Asked Questions

1. **Q:** The OPEH&W Health Plan is in the process of awarding a contract and a Trustee is involved in the decision process. One of the bidders has offered to take the Trustee to a sporting event. Can the Trustee accept the invitation?  
**A:** Yes, if the total value of the ticket, transportation, food, etc., does not exceed \$50, and it must be reported on the OPEH&W Health Plan Conflict of Interest Policy Report form.
2. **Q:** Is it permissible for a vendor to buy a Trustee lunch?  
**A:** Yes, if the value of the lunch does not exceed \$50, and it must be reported on the OPEH&W Health Plan Conflict of Interest Policy Report form.
3. **Q:** Is it permissible for a Trustee to attend a training trip or a site visit at a vendor's expense?  
**A:** Maybe. If the training or site visit is included in the contract with the vendor and the trip was anticipated at the time the contract was advertised and awarded, then the trip is appropriate. Otherwise, only if the cost of the training or site visit does not exceed \$50, and it must be reported on the OPEH&W Health Plan Conflict of Interest Policy Report form.
4. **Q:** If a Trustee attends a conference and wins a door prize that would be for personal benefit (i.e. television, stereo, cash prize, portable electronic, etc.), is it acceptable for the Trustee to accept and keep the door prize if the Trustee's name is drawn?  
**A:** Yes.
5. **Q:** If a vendor offers a Trustee an event ticket (football game, concert, etc.), may the Trustee write a check to the vendor for the face value of the ticket so that the Trustee may attend the event?  
**A:** Yes, if the Trustee pays face value for the ticket. If the face value of the ticket is \$50 or less the Trustee does not have to pay for the ticket, and it must be reported on the OPEH&W Health Plan Conflict of Interest Policy Report form.

# PROPOSED

## Appendix 3

### The OPEH&W Health Plan - Service Provider Bill of Rights

- A. The Oklahoma Public Employees Health & Welfare Plan (OPEH&W Health Plan) has established standards that service providers should expect when serving the OPEH&W Health Plan and its members. The basic rights that a service provider should expect while providing services to the OPEH&W Health Plan include the following:
1. To be consistently treated with dignity, respect, and professionalism.
  2. Gifts, perks or other benefits to the OPEH&W Health Plan's Board of Trustees or staff members (or any person or organization associated with them) are not a condition for doing business with the OPEH&W Health Plan.
  3. To receive fair and equitable treatment in the procurement process. Every competitive bidding process should be open, well defined and transparent. The OPEH&W Health Plan recognizes that there is a direct cost to the service provider in preparing every service proposal.
  4. To have a written service agreement with the OPEH&W Health Plan, specifying all terms and conditions of the contractual relationship.
  5. To only provide services contained within the scope of the service agreement.
  6. To be paid in a timely manner for services rendered in accordance with the provisions of the service agreement.
- B. By establishing these standards, it is not the intention of the OPEH&W Health Plan to become an arbitrator for contract disputes between a service provider and the OPEH&W Health Plan members.