Oklahoma Academy of Physician Associates

EST. 1974

FINANCIAL OPERATIONS MANUAL

Contents

SEPARATION OF DUTIES
Effective Date:
Revision Date:

Executive Director

- Collect and code receipts and invoices; provide receipts to Accountant and invoices to the President or Treasurer for approval
- Process online checks and electronic transfers from invoices, check request, purchase orders, and payroll at least twice a month and provide check and supporting documentation to the Treasurer or President for approval and signatures and/or online dual verification
- Review expense reports of the Board and provide to Accountant for reconciliation
- Maintain membership database (checks, cash, and online payments). Provide membership payment documents to Accountant and membership report to the Board.
- Provide Accountant with bank statements, credit card statements, receipts, deposits, check stubs, and supporting documents for reconciliation
- Aid in the development of the budget with the Treasurer, President, and Finance Committee
- Maintain sponsorship database and determine sponsorship budgets and allocation methods with aid of the Treasurer
- Work with Treasurer to ensure sponsorship requirements and their respective budgets are updated in Exhibit C
- Review reconciliation detail reports with statements for bank accounts, credit card accounts and other accounts that are reconciled by the Accountant and send to the President, Treasurer, and Finance Committee
- Periodically verify online backups
- Manage the record retention policy
- Approve all fundraising activities

Assistant

- Open mail; create and initial check or cash log; prepare and make deposits in a timely manner
- Maintain deposit receipts with copy of deposits
- Provide deposit documentation to Accountant to make accounting entries
- Provide deposit documentation to Executive Director to update membership and sponsorship databases
- Write checks in absence of the Executive Director

Accountant

- Make accounting entries and verify supporting documentation for accounting entries
- Reconcile bank statements, expense reimbursements, credit card statements, and online accounts reports with detail reports and receipts and provide to Treasurer and President
- Verify online checks or electronic transfers during the reconciliations for accuracy and supporting documentation
- Reconcile the checks and check logs to the general ledger and membership and sponsorship databases
- Assign new general ledger account codes or budget codes when necessary
- Aid the Executive Director with, allocation methods, coding and track sponsorship information
- Prepare financial reports for the Treasurer to review and provide to the Finance Committee (monthly) and the Board (quarterly at minimum)
- Ensure all accounting systems are consistently backed up online

Treasurer

- Investigate discrepancies regarding the reconciliations and banking statements
- Sign checks (checks over $500 requires additional signature) and approve supporting documentation such as an invoice at signing
- Execute contracts in absence of the President (over $5,000 or outside of budget requires Board approval)
- Develop budget with the aid of the President, Executive Director, and Finance Committee
- Approve payroll and verify payroll taxes are paid during the reconciliation review
- Approve expense reimbursements (President approves for Treasurer)
- Review financial reports generated by Accountant and present to Board and Finance Committee
- Review 990 and ensure the Board or Finance Committee reviews prior to filing
- Review reconciliation detail reports with statements for bank accounts, credit card accounts and other accounts that are reconciled by the Accountant
- Have access at bank or other accounts as necessary and pull original bank statements for review of reconciliation
- Maintain passwords with list of approved users in the event of an emergency or termination of a position
- Periodically review chart of accounts, accounting entries, account codes, and budget codes
- Periodically verify the existence of any debt agreement
- Report any expenditure in excess of the annual budget to the Board at the next Board meeting
- Perform duties of the Accountant in the absence of the Accountant
- Aid the Executive Director with sponsorship budgets, allocation methods, coding and track sponsorship information

President

- Sign checks (checks over $500 requires additional signature) and approve supporting documentation such as an invoice at signing
- Report budget modifications or reallocation methods to the Board
- Aid in development of the budget with aid of Treasurer, Finance Committee, and Executive Director
- Verify payroll
- Approve expense reimbursements of Treasurer
- Review and approve reconciliation detail reports and supporting documentation
- Execute contracts (over $5,000 or outside of budget requires Board approval)
- Sign Form 990 and audit engagement letters
- Oversee and manage assets lists
- Sign and maintain any debt agreements in safe place
- Perform duties of the Executive Director in the absence of the Executive Director

Secretary

- Sign checks (anything over $500 requires additional signature)
- Perform duties of the President or Treasurer in the absence of the President or Treasurer or if the President or Treasurer is acting in the absence of the Executive Director or Accountant.

Third party CPA/Auditor

- Prepare 990 and present to Board or request Treasurer present to Board
- Recommend adjusting journal entries
- Review reconciliations of expense reports, credit cards, online accounts, bank statements with detail reports and receipts
- Periodically review chart of accounts, accounting entries, account codes, and budget codes and assign new budget codes
- Prepare audit or third-party review as determined by the Board and present such to the Board

SECTION 1

Creation and Authority

Effective Date:
Revision Date:

1.1 Tax Status

Oklahoma Academy of Physician Associates (hereafter referred to as, "OAPA") is tax-exempt pursuant to Section 501(c)(6) of the Internal Revenue Code (hereinafter referred to as the "IRC"). The purpose of OAPA is: 1) To render loyal and honest service to the medical profession and the public; 2) To develop and promote continuing educational programs for the Physician Associate and Academy membership; 3) To promote the Physician Associate concept through education of the professional and lay person; and 4) To promote similar interest in the student societies.

1.2 Purpose of Financial Operations Manal

This *Financial Operations Manual* document provides structure to the staff and individuals who manage the financial operations of OAPA and provides guidelines to the Board of Directors of OAPA (hereinafter referred to as the "Board"). Variation from such guidelines shall not create any liability on behalf of OAPA or any member of the Board. Staff and individuals who do not follow the structure provided in this *Financial Operations Manual* document may be terminated from employment or the Board.

1.3 Authority and Amendments

OAPA reserves the right to modify, change, or amend such committees or policies at any time for any reason by the affirmative vote of a majority of a quorum of the Board provided that the nature of such modification, change, or amendment was placed on the agenda, and the Board was notified a minimum of ten (10) days prior to a vote.

1.4 Staff

OAPA may add staff at a later date who may fulfill duties under this *Financial Operations Manual*. Officers of the Board may perform a duty of another Officer of the Board if time is of the essence. The President will act in the short-term absence of the Executive Director and the Treasurer will act in the short-term absence of the Accountant. The Secretary will act in the short-term absence of the President or Treasurer or act as the President or Treasurer should the President or Treasurer be required to act as the Executive Director or Accountant. Furthermore, the Assistant may manage payable in the absence of the Executive Director.

1.5 Nepotism

Nepotism is strictly prohibited among individuals performing any duty or duties set forth in this *Financial Operations Manual* document.

SECTION 2

Oversight and General Information

Effective Date:
Revision Date:

2.1 Oversight

This *Financial Operations Manual* with the *Separation of Duties*, named by position, shall be provided to the Board and the Finance Committee. Changes in persons named by position will automatically be adopted and reflected in the following policies. Changes in the Separation of Duties shall be reported to the Board at the next regular meeting. It is imperative that these procedures are followed to facilitate compliance with the documentation requirements of sponsors and to maintain the internal controls set up by OAPA. Additionally, to ensure OAPA's compliance with generally accepted accounting principles and federal guidelines, OAPA may engage an outside CPA firm to perform an audit or a third-party review. The CPA, or in the absence of the CPA, the Treasurer shall present the management letter or review to the Board. Any corrective actions will be reported to the Board and implementation will be overseen by the President and Treasurer.

2.2 Training of Accounting and Other Staff

Accounting staff or those involved in the implementation of these policies will be trained on the importance of these policies on an annual basis and during the beginning of employment. Furthermore, OAPA may use staff or independent contractors to fulfill its accounting needs.

2.3 Accounting Period and Method

The accounting period of OAPA is the fiscal year of July 1 to June 30. OAPA will utilize the accrual method of accounting.

2.4 Accounts, Online Back-ups, and Passwords

The Treasurer should maintain individual passwords specific to OAPA. Individual passwords should not be given out to each other or anyone else with the exception of the IT company. The IT Company and Treasurer shall maintain passwords with the list of approved users to be used in case of unusual circumstances such as in the event of an emergency or termination. Redundancy (automated) backups shall be made on a continual basis. Testing of any backup is to be completed once a year by the Executive Director. The Accountant shall ensure all accounting systems are consistently backed up online.

2.5 Account Coding

All account coding information used for check requests, deposits, cash receipts, or other accounting documents will be found on the chart of accounts, and all individuals are encouraged to use the proper accounts when submitting check requests and receipts.

Whenever necessary, a new general ledger account code or budget code will be assigned by the Accountant. The Treasurer and Accountant shall periodically review the chart of accounts, accounting entries, general ledger account codes, and budget codes. Unused or obsolete accounts will be deleted or made inactive.

The coding of all expenses shall be on a functional basis (i.e. travel, supplies, etc.) and recorded to the programs for which the cost was incurred. Costs that cannot be directly identifiable to a specific program shall be allocated among the various programs in relation to the common benefit received. Allocations made shall be given consistent treatment from period to period. The Treasurer will aid the Executive Director with sponsorship methods, coding, and reports.

Each sponsorship shall be carefully reviewed by the Treasurer to ensure additional account codes are added to fulfill the reporting requirements of each sponsorship. The sponsorship requirements with the sponsorship budget will be provided to the check signers for review.

Restricted sponsorships with their correlating budgets are attached as Exhibit C.

2.6 Reconciliation of Bank Statements

The Executive Director shall ensure all supporting documentation needed for the reconciliation processes, including receipts, are acquired to complete the reconciliations of the bank statement(s), and the Accountant will verify the supporting documentation at the time of the reconcilliaitons

Reconciliation detail reports with the corresponding bank statements shall be provided to the Executive Director, President, Treasurer, and Finance Committee for review. This review will be documented by initials of one Board Officer or confirmation email approval of one of the reviewers, the date of the review, and maintained for the audit.

The Treasurer shall investigate discrepancies in the reconciliations and banking transactions including all significant:

1. Unmatched data in cash receipts and cash disbursement journals that did not clear the banks within a reasonable amount of time;
2. Unmatched items on bank statements judged erroneously;
3. Mismatched items in cash receipts, payments, and bank statement items; and,
4. Checks over six months old in conjunction with the reconciliation process.

In addition, the Accountant will reconcile the membership database to the general ledger and deposit receipts. Discrepancies will be reported to the Treasurer and President. Credit card and expense reports will also be reconciled by the Accountant and are covered below in Sections 3.12 and 3.13.

2.7 Financial Reports

The Accountant shall generate and provide financial reports to the Treasurer to review and provide for the Finance Committee monthly and at a minimum of quarterly for the Board. The reports include:

1. Statement of Financial Position (Balance Sheet) as of the previous month-end;
2. Statement of Activities (Profit/Loss) for the period ended on the previous month-end with a comparison to the full budget and each sponsorship budget for analysis purposes;
3. Cash flow analysis;
4. Tracking of sponsorships, allocation methods, and restricted support; and
5. Other specific reports requested by the Board, Finance Committee, or President.

2.8 Contracts and Authority

Contracts provided for in the Board-approved budget and five thousand dollars ($5,000) or less may be executed by the President without additional approval from the Board. Therefore, unbudgeted contracts or contracts exceeding five thousand dollars ($5,000) must be approved by the Board prior to execution by the President. The Treasurer may sign in the absence of the President.

All sponsorship agreements exceeding ten thousand dollars ($10,000) and all restricted sponsorship agreements exceeding ten thousand dollars ($10,000) must be approved by the Board prior to execution by the President unless the agreement is part of the Board-approved budget. The Board shall be made aware of all sponsorships submitted and received and the nature of the restrictions on such sponsorships.

Only the President shall have the authority to sign sponsorship agreements. Other Officers and Committee Chairs do not have the authority to contract on behalf of the Board unless written consent is given after a vote of the Board. Form 990 and the audit engagement letter must be signed by the President. Furthermore, only the President shall have the authority to sign debt agreements. The Treasurer, or other Officer as determined by the Board, may sign in the absence of the President once approved by the Board.

SECTION 3

Management of Funds

Effective Date:
Revision Date:

3.1 Accounting System

The Accountant shall make accounting entries into the accounting system including account receivables, payables, and sponsorship information including invoices, contracts, payment requests or other supporting documentation. Accounting entries shall contain a detailed description that will allow for a complete understanding of the transaction. The CPA may recommend adjusting accounting entries. The Treasurer will make adjusting accounting entries which will be reviewed by the CPA or auditor.

3.2 Cash and Check Receipts

The mail must be opened by the Assistant. The Assistant will receive checks and cash, create a check and/or cash log, and initial such logs. When the mail is opened, checks must be restrictively endorsed with the name of OAPA and "for deposit only." The checks and check log will be provided to the Accountant to make the accounting entries and to the Executive Director to maintain the membership and sponsorship databases.

3.3 Deposits and Recording of Deposits

Bank deposits shall be completed weekly, at a minimum, unless such amount is considered material at which time it shall be deposited as soon as possible by the Assistant. The Accountant will make the accounting entries. The Executive Director will make entries as needed into the membership database and sponsorship database.

Deposits shall be secured until such time as they are deposited. The dated and stamped copy of the deposit ticket received from the bank shall be attached to the supporting documentation. The Accountant shall file the provided documentation and make the accounting entries. The documentation will be filed with the reconciliation detail and bank statements.

If cash is received, a receipt will be issued to the individual, and a duplicate copy will be kept as backup for the deposit for the Accountant to make the accounting entries. The amount of the receipt with the third copy of the receipt will be retained as supporting documentation. The cash and cash receipts log will then be placed in a sealed bank bag and secured until a deposit can be made as set forth below. Cash received will be counted by two (2) individuals with the amount initialed by both counters and deposited. The cash deposit documentation will be provided to the Assistant to prepare and make the deposits and to the Accountant and Executive Director for the data entry process into the accounting system, membership database, and sponsorship database to adequately tract receivables.

Credit card payments will be given to the Accountant to process and make the appropriate accounting entries. Credit card numbers must be marked out with black marker once approved by the credit card processor and supporting documentations will be filed with the deposit documents.

Cash/checks received totaling one hundred dollars ($100) or more must be deposited daily. Less than one hundred dollars ($100) will be held until the total received reaches that amount or within 5 business days, whichever occurs first. The Assistant will hold cash/checks awaiting deposit in a locked box. A deposit slip will be created by the Assistant. The deposit slips and copies of checks will be used to determine accounting codes and accounting entries will be made by the Accountant. A copy of the deposit slip, copies of checks, and the deposit receipt will be maintained as supporting documentation.

3.4 Invoicing and Fees

Dues and fee structures for the membership invoicing must be approved by the President or Treasurer. Invoicing for the members and sponsors must be generated by the Executive Director with the aid of the Accountant.

3.5 Coding and Tracking of Receipts

Receipts of members and sponsors will be tracked by the Executive Director and reconciled to the general ledger by the Accountant. The Executive Director will verify during the review of the reconciliation report and supporting documentation. Credit card donations may be processed through an electronic portal and a report generated and included with the sponsor tracking report. Any sponsorship containing a restriction will be reported to the Accountant and Treasurer to ensure such restrictions can be tracked. OAPA has the right to decline any sponsorship.

3.6 Cash Disbursements

All requests for disbursements including checks, electronic payments, and transfers between accounts shall be accompanied by an invoice, contract, payment request form, or other form of payment request. The Executive Director will prepare payment request forms as needed. The documentation shall prove the legitimacy of the request and substantiate the payment. Nonrecurring invoices must be approved by the President prior to processing for payment.

All payment requests will be processed at least twice per month. All payments with corresponding supporting documentation shall be filed by the vendor. Early payment discounts shall be taken advantage of whenever feasible.

Electronic Payments: The President shall approve all invoices or other supporting documentation mentioned above which will be used by the Executive Director to enter the electronic payments. A dual verification method will be used whereby the electronic payments will be verified by the President or Treasurer during the dual verification and therefore, prior to payment. If a dual verification method is not used, the Treasurer and President will verify the electronic payments at the time of reconciling and review of the reconciliation detail of the bank statements. For any electronic invoice or notification of payment, such as utilities, that are automatically paid, the payment of said invoice shall be verified during the review of the reconciliation reports. Such transfers and payments shall be documented by a memo to the bank file with the corresponding approved documentation. The Treasurer and President shall verify payments as stated above.

Checks: The Executive Director will use an approved invoice or other supporting documentation to generate checks and provide to Accountant to make the accounting entries. Checks with supporting documentation will be provided to the President or Treasurer for approval and signature. The Executive Director is responsible for acquiring a second signature as needed.

Signed checks will be mailed as soon as possible. Documentation not approved will be returned to the Accountant with the unsigned check to be voided. The Assistant may write checks or make online payments in the absence of the Executive Director.

3.7 Prohibitions

The following procedures regarding check writing are prohibited:

- Checks written to CASH;
- Checks signed with no payee indicated on the check face;
- Checks written to and signed by the same person;
- Checks written by and signed by the same person; and,
- Use of credit cards for cash or ATM withdrawals.

3.8 Check Signing Authority and Approval of Invoices

OAPA shall give check-signing authority to the Officers of the Board including the President, Treasurer, Secretary and any other Directors of OAPA as determined by the Board. Two (2) signatures are required on all checks or electronic payments over five hundred dollars ($500) unless such expense is a reoccurring expense in accordance with a contract or expense such as rent or utilities or unless otherwise designated by the Finance Committee.

The invoice or other supporting documentation and/or sponsorship requirements with the sponsorship budgets will be provided to the check signers for review with the check to be signed. The check signer will also initial the approved supporting documentation. Should the check signer question the supporting documentation, such check shall not be signed until the check signer has resolved their question with either the President, Executive Director, or the Treasurer.

The President or Treasurer will oversee the proper notification to the depositories whenever changes are made in the authorization of check signers. The President or Treasurer upon approval of the Board may revoke check signing authority of any individual. Any person who is no longer entitled to sign checks will be notified in writing.

Electronic payments are provided for in Section 3.6.

3.9 Check Writers and Safeguarding of Checks

The Executive Director, Assistant, and Treasurer may write checks and verify the accuracy of prices of recurring purchases. The Executive Director shall keep unused check supplies secured. The Executive Director will maintain written checks until signatures are acquired. Signed checks which have not been mailed shall be secured until mailed.

3.10 Voided Checks

Every check that has been voided, regardless of the reason, shall be recorded in the accounting system. If voided checks are physically available, they will be marked "VOID" and tracked in the accounting system.

3.11 Insufficient Funds Checks

Incoming checks returned by the bank because of insufficient funds shall be booked as accounts receivable. If the checks in question are eligible for redeposit, the subsequent deposit will reduce the receivable account accordingly. If the checks in question are prohibited from redeposit, collection efforts will be made or such amount will be booked as bad debt as determined by the President.

3.12 Expense Report Reconciliation and Reimbursement

Expense reimbursements will be reconciled by the Executive Director. OAPA will reimburse for expenses incurred while doing business for OAPA if appropriate documentation is provided to OAPA. Receipts should be submitted to the Executive Director to code within thirty (30) days of the date the expense is incurred and receipts exceeding thirty (30) days of the date the expense is incurred must be reviewed prior to reimbursement by the Treasurer and President and may or may not be reimbursed as determined by the Board.

Reimbursement forms must be signed by the individual being reimbursed and approved by the President and/or Treasurer. Expense reports of the President shall be approved by the Treasurer prior to reimbursement. Expense reports of the Treasurer shall be approved by the President prior to reimbursement. The Executive Director will review expense reports of the Board.

The following items shall be included on the expense reimbursement request:

- Name of employee;
- Date of expense;
- Purpose of expense; and,
- Itemization of expenses with original documentation.

Various expense limitations and guidelines have been established as follows:

Personal Mileage – Director(s) or other volunteers should not expect mileage reimbursement. Employees will be reimbursed for use of their personal cars on OAPA business at the IRS rate. Commuting mileage will not be reimbursed.

Public Carrier - The most cost-effective means of travel, such as coach airfare, shall be used. Any deviation from this procedure shall be pre-approved by the President or Treasurer.

Meals - Meal costs will be reimbursed for business meetings and during business travel in accordance with sponsorship requirements or as determined by the Finance Committee.

Unallowable Expenses - Reimbursement will not be made for items of a personal nature or for entertainment. These expenses include but are not limited to movies, alcoholic beverages, laundry, and expenditures made for non-employees.

Any expense reimbursement must include documentation that includes who, what, when, where, how, and why. All expenditures must be documented with receipts; expenditures without receipts will not be reimbursed without prior approval of the Finance Committee.

Expert Witnesses - Individuals acting as expert witnesses are not eligible for reimbursement if the case for which they are or will be an expert witness was worked at or in connection with OAPA.

Student Reimbursement - OAPA may provide financial assistance to students enrolled in any state Physician Associate program to attend state, regional, and/or national meetings or their society's special events. Determination of financial assistance for each program will be based on the percentage of student membership. Proposals may be submitted to the Board for consideration. support will be based on individual proposals to the board.

- The OAPA may budget an amount to assist student travel to AAPA National Conference and/or Leadership and Advocacy Summit every year.
- If the Student Advisory Committee desires funding from OAPA, it shall present a yearly expense budget for each student society to the Finance Committee by March 1, for Board approval.
- It will be the responsibility of the student society, their faculty advisor, and program to oversee that the money is used for the approved budget.
- Student member travel shall abide by the fiscal and travel sections above.

3.13 Credit Cards

Approval and Limitations

The Board shall determine who will have access to a credit card. The credit card must be under the name of OAPA, and under the EIN of OAPA so only the President, or Treasurer shall be able to make changes to such credit card including a change of billing address, a change of authorized users, or canceling such card. Social Security Numbers of Officers may be required but shall not be used instead of the EIN. Any credit card utilizing the Social Security Number of an individual for the account and not the EIN, shall be the sole responsibility of such individual who used their Social Security Number to open a credit card account in the name of OAPA. Debit cards are not approved under this policy even if such debit card can also be used as a credit card.

Receipts

Cardholders must submit all receipts weekly, if possible, and at a minimum monthly, to the Executive Director who will code and provide to the Accountant to make the appropriate accounting entries. The Accountant may code receipts that have not been coded to trace the appropriate expense allocations.

Meal receipts must include the business purpose and name(s) of those involved in the meal. Both itemized meal receipts and any card receipts showing a tip are required when purchased with a card.

Statements and Reconciliation

The Executive Director will acquire the Credit Card statements, code the receipts, then provide to the Accountant to reconcile. The reconciliation will be reviewed by the President and Treasurer. Should the Accountant have access to a credit card, such credit card must be reconciled by the Treasurer or CPA.

The Accountant will make accounting entries in accordance with the cash disbursements process and will file statements with the receipts by month.

Any discrepancies or improper use shall be reported to the Treasurer and based on the improper use, to the Board as determined by the Treasurer.

Improper Use or Loss

Cards shall not be used for personal charges at any time. If personal charges are made accidentally, such cardholder will inform the President or Treasurer, and immediately reimburse OAPA.

Any cardholder who makes a charge to the card and does not provide a corresponding receipt may be held accountable for such charges including reimbursement to OAPA. Individuals may, at the discretion of the President, pay the amount in full or may choose to make payments or if an employee, via deductions from pay until the unauthorized amount is fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if a deduction for such amount would take the employee below minimum wage for the workweek in question, the deductions will be in two or more equal increments that will not take the employee's pay below minimum wage for any workweek involved.

Unauthorized charges shall be immediately reported to the President or Treasurer. Repeated non-compliance by a cardholder will result in the loss of card privileges and the possible removal of the employee. Lost or stolen cards shall be immediately reported to the President or Treasurer so appropriate action may be taken.

3.14 Payroll

The Executive Director will process Payroll. The Treasurer will approve payroll and the President will verify payroll. The Treasurer will ensure the following takes place:

- Payroll is processed no later than the fourth of each month;
- Quarterly 941 reports and state tax withholding reports are submitted;
- Yearly W-4 forms to employees are issued;
- Yearly 1099 forms to contractors are issued as needed; and,
- Ensure all taxes are paid in a time manner.

Copies of all reports will be provided to the Executive Director and Treasurer. Payment of payroll taxes will be verified by the Treasurer during the review of the bank statements and reconciliation report.

SECTION 4

Contracting and Procurement

Effective Date:
Revision Date:

4.1 Independent Contractors

Individuals qualifying as independent contractors where expenditures are allocated to specific sponsorships will be required to sign an Independent Contractor Agreement. Independent contractors must supply proof of workers' compensation or an Affidavit of Exempt Status Under the Workers' Compensation Act. Independent contractors must supply a completed Form W-9 or the contract must have payee identification or Social Security Number and address of the contractor or in the case of a corporation that requires a 1099, the EIN. IRS Form 1099 Miscellaneous or 1099 NEC will be issued if required by the IRS.

The procedure for hiring an independent contractor is to prepare a contractual agreement detailing services to be performed and the timeline for completion; rate of pay and when payment will be made; and, what expenses, if any, will be reimbursed.

After the appropriate approval process, the President and the independent contractor should sign. When fully executed, one copy should remain with the independent contractor and a copy will be maintained as supporting documentation for any payments. If services are extended beyond the contract's time frame or additional money is required, a new contract, or an addendum, must be in writing following the same approval process of the original contract.

The independent contractor Agreement is attached as Exhibit A.

Service contracts that require deliverables to clients of OAPA shall be reviewed annually to review the performance and value of services rendered and that the standards of OAPA are followed.

4.2 Methods of Procurement:

An Officer of the Board as determined by the Board will acquire bids for work or items as needed.

SECTION 5

Management of Funds and Related Entities

Effective Date:
Revision Date:

5.1 Budgeting

Treasurer with the aid of the Executive Director, President and Finance Committee will develop an annual budget for the next Calendar Year to be approved by the Board in the 4th Quarter of the Calendar Year; however, if an unforeseen event occurs preventing approval in the 4th Quarter, OAPA shall operate from the prior budget for up to sixty (60) days giving the Board time to approve the new budget. This budget will reflect all sponsorship budgets, ongoing expenses, income, and special projects as reflected in approved budgets for the coming Calendar Year. The annual budget will be formally approved by the Board.

Individual sponsorship budgets will be incorporated into the budget and budget modifications will be reviewed by the President and Treausrer prior to submission to the sponsor or the Board. Sponsorship budgets with allocations methods shall be attached to the Budget for review. The President shall report any such budget modifications or reallocation methods to the Board.

The budget may be revised to reflect substantial changes such as newly received sponsorships and the tasks associated with such sponsorships and/or proposals for new programs, program expansion, program curtailment, or any other substantial changes. Such revisions shall be analyzed in detail by the Accountant and President prior to submission to the Board for approval. Furthermore, the President will initiate budget modifications that reallocate funds among budget categories if the proposed cumulative change is greater than the amount allowed by each respective budget which is set forth in *Exhibit C.*

The President may approve expenditures of unbudgeted funds not to exceed ten percent (10%) of the amount budgeted for each sponsorship and the total budget per financial statement categories such as payroll, operational expenses, etc. Expenditures in excess of ten percent (10%) of the amount budgeted will require approval of the Treasurer prior to the expenditure of such funds and immediately reported to the Board. Any expenditure in excess of the annual budget shall be reported by the Treasurer to the Board at the next Board meeting.

5.2 Investments

No funds of OAPA shall be deposited in any name except that of OAPA, and no funds of OAPA shall be invested without the authority of the Board.

The Uniform Prudent Management of Institutional Funds Act (UPMIFA), located in 60 Okla. Stat. Ann. § 300.11 – 300.20 and the Oklahoma Charitable Fiduciary Act located in 60 Okla. Stat. Ann. § 301.1 – 301.13 shall be used to provide guidance to the Board when determining the character and manner of making investments and reinvestments of the funds, the sale, conveyance or transfer of property, and the powers and duties of the Board Members. The Board may approve an investment policy separate from this document. In addition, OAPA may utilize an investment manager with selection of such investment manager subject to OAPA's conflict of interest policy.

5.3 Reserves and Spending Policy

Reserves may be utilized in the preparation of the budget with notification to the Board prior to a vote to approve the budget so that the Board is aware reserves are being utilized to balance the budget. Reserves spent outside of the budget must be approved by the Board. Reserves are likely to be unrestricted dollars; however, should restricted funds be held in a reserve account, all conditions of the restrictions must still be met.

5.4 Related Entities

Legal structures and activities concerning related entities shall be included in the budget and reported on Schedule R of Form 990. The addition of any related entity must be approved by the Board of Directors.

5.5 Funds Held for the Benefit of a Third Party

OAPA shall not hold funds for the benefit of any person including an employee (other than through a benefit plan), a Director, or an Officer.

SECTION 6

Fixed Assets

Effective Date:
Revision Date:

6.1 Capitalization

All assets with a useful life of greater than three (3) years and costing more than five thousand dollars ($5,000) per item will be capitalized and will be recorded in the fixed asset records. Any asset that does not meet this criterion will be expensed such as supplies, minor equipment, repairs, or maintenance.

The cost basis of furniture and equipment assets will include all charges relating to the purchase of the assets including the purchase price, freight charges, and installation if applicable.

6.2 Depreciation

Depreciation methods/lives for assets shall be based on the estimated useful life of the asset.

6.3 Dispositions

Capital assets may be sold or traded in on new equipment.

Any asset that is missing or has been stolen will be reported in writing to the Board and as soon as possible. The description, serial number, and other information about the lost item shall be included in the report. The President will determine the proper course of action and will notify OAPA's insurance carrier and any outside authorities if deemed appropriate. If un-recovered, the asset will then be removed from the asset records.

Unusable assets will be evaluated and may be disposed of as needed and reported to the President and Treasurer as soon as possible.

6.4 Autos and Equipment

In addition to the capitalization of autos and other certain equipment, the President shall verify all registrations, licensing and insurance is adequate and reported to the Audit Committee or Finance Committee.

SECTION 7

Fundraising Activities

Effective Date:
Revision Date:

7.1 Fundraising Activities

All fundraising activities must be approved by the President prior to implementation to ensure such activities are conducive to the purpose of OAPA. The Executive Director will work with the Accountant to ensure sponsorships are appropriately tracked

Therefore, any individual, including sponsors, supporters, staff, Directors, or Officers who wish to create an event or gathering where money will be solicited on behalf of OAPA, must abide by the following requirements:

1. A letter or email must be sent to the President, describing the activity, date, time, and location, and purpose;
2. The proposed activity must be approved by the President in writing;
3. A Board member must attend or monitor the activity;
4. All funds should be given directly to the Assistant or designee to implement the cash receipts policy as set forth in Section 3.1 of this *Financial Operations Manual*;
5. Sponsor information will be provided to the Executive Director to update the sponsorship database; and,
6. Checks and cash with the appropriate check and cash log will be provided to the Assistant or designee to make the appropriate deposits. Supporting documentation will be provided to the Accountant to make the accounting entries in accordance with the cash receipts policies.

7.2 Written Approval to Use Trademark and Logo

No individual may use the Trademark or Logo without authorization from OAPA and the execution of a Trademark and Logo Agreement.

The Trademark and Logo Agreement is attached as Exhibit B.

SECTION 8

Loans and/ or Debt

Effective Date:
Revision Date:

8.1 Loans

OAPA prohibits loans to staff, Directors, Officers, or committee members.

8.2 Authorization to Assume Debt or Line of Credit

The Board must vote on a plan to service debt or must approve expenditures of current funding to fund debt prior to incurring debt, including a line of credit. No individual shall incur debt on behalf of OAPA without a current plan or funding in place to service such debt unless such debt is provided for in the budget or approved budget variations. Only the President, or Treasurer, in the absence of the President, may execute a debt agreement.

The Board's authorization to assume debt shall be documented in the minutes of the Board meetings. The original debt agreement shall be maintained by Executive Director in a safe place, and the existence of these instruments shall be verified periodically by the Treasurer. A line of credit must be immediately paid upon receipt of the funds available.

8.3 Long-Term Debt

Current portions of long-term debt will be included with current liabilities on the financial statements. Only the noncurrent portion of the long-term debt will be included in the long-term debt section of the financial statements. The current portion of the debt is considered to be the amount of principal due to be paid over the ensuing twelve (12) month period, or any debt expected to be refinanced within the same twelve (12) month period.

8.4 Refundable Advances

Cash receipts in excess of costs incurred on conditional sponsorships are to be reflected as temporarily restricted until they are expended for the purpose of the sponsorship, at which time they will be considered earned and recognized as unrestricted support. Any such modification may need approval in advance by the sponsor in accordance with the conditions of the sponsorship.

SECTION 9

Annual Filings and Reporting Requirements

Effective Date:
Revision Date:

9.1 Filings

It is the policy of OAPA to file all documents by the date on which they are due unless the Finance Committee determines an extension is needed. Any extension shall require approval of the Board. Therefore, the Accountant or any CPA or auditor which OAPA is considering utilizing shall be made aware of this policy prior to hiring such individual(s).

OAPA shall provide for the following filings:

1. The Internal Revenue Service requires OAPA to annually file a Form 990.
2. The Oklahoma Tax Commission requires OAPA to annually file Form 512.
3. The Oklahoma Tax Commission requires OAPA to file a Sales Tax Report as needed.
4. OAPA may be required to file Form 5500 and other documentation for a retirement plan.
5. Other filings may be required based on the operations of OAPA.

9.2 Reporting Requirements to State or Federal Agency

OAPA shall report the following changes to the appropriate state or federal agency:

1. Creation of any new form of Legal Entity as approved by the Board on Form 990.
2. Change of Registered Service Agent shall be reported to the Oklahoma Secretary of State via a form specified to change the registered agent.
3. Change of Principal Office shall be reported to the Internal Revenue Service via Form 990 and to the Oklahoma Secretary of State via the Registration Statement of Charitable OAPA.
4. Change(s) to the Certificate of Incorporation shall accompany the next filing of Form 990 or be reported on Schedule O of Form 990.
5. Changes to the Bylaws must be reported on Schedule O of Form 990 if such changes involve any of the following provisions of the Bylaws:
    - The purpose of OAPA;
    - Number, composition, qualifications, authority or duties of the Board or Officers;
    - Quorum and voting rights of the Board;
    - Any compensation language set forth in the Bylaws; or
    - Dissolution or Merger.

9.3 Annual Audit

The Board may vote to have an annual review or audit completed by a third-party CPA. The CPA fulfilling the duties under this *Financial Operations Manual* may not meet the independence requirements and therefore, a different CPA may be selected to the conduct an audit.

SECTION 10

Record Retention Policy

Effective Date:
Revision Date:

10.1 Purpose

The purpose of this Records Retention Policy governs the retention and maintenance of the records seen below necessary to comply with local and federal law.

10.2 Litigation Holds

Notwithstanding the retention schedule below, if OAPA believes or is informed that any records are relevant to current litigation, potential litigation, government investigation, audit, or other event, such records must be preserved.

10.3 Retention Schedule

It is the policy of OAPA to maintain records in accordance with laws and regulations. This policy addresses the retention and destruction of documents and other records of OAPA both in hard copy and electronic form (all of which are referred to as "documents" in this Policy). The purposes of this policy include (a) retention and maintenance of documents necessary for the proper functioning of OAPA as well as to comply with applicable legal requirements; (b) destruction of documents that no longer need to be retained; and (c) guidance for Officers, Directors, volunteers, consultants, and employees of OAPA with respect to their responsibilities concerning document retention and destruction.

The Executive Director will be responsible for administering this policy and for documenting actions taken under this policy. The Treasurer will periodically review the procedures outlined in this policy with legal counsel and a certified public accountant to ensure that they are in compliance with any new or revised regulations.

Document Retention Schedule
This schedule may be modified from time to time by the Board as necessary to comply with the law and/or to include additional or revised document categories or retention periods as may be appropriate to reflect OAPA policies and procedures. The stated time periods are minimum recommended retention periods. Records may be retained longer than the specified minimum retention period based on other factors, such as ongoing business use or historical value.

Document Type	**Retention Period**
Accounting and Finance	
Accounts Payable/Accounts Receivable	7 years
Annual Financial Statements and Audit Reports (if any)	Permanent
Interim Financial Statements	7 years
Bank account info, Reconciliations & Deposit Slips	7 years

Check Register and Checks	7 years
Credit Card Receipts	3 years
Employee/Business Expense Reports/Documents	7 years
General Ledgers and Journals	7 years
Grants and Sponsorships	
Agreements	10 years after termination
Budgets, drawdowns, and supporting documentation including time allocations	10 years after termination
Advertising and Marketing	
Marketing and promotional materials	7 years
Photos and other paid images for advertising and publications (including related agreements, invoices and correspondence that	Permanent (if images might be reused or republished)
Corporate Records	
Certificate of Incorporation, Bylaws, and Amendments	Permanent
Trademark, Copyright Registrations	Permanent
Minute Books, including Board & Committee Minutes	Permanent
OAPA Policies	Current version with revision history
Conflict of Interest Disclosure forms	5 years
General e-mails, correspondence, and internal memoranda relating to routine matters with no lasting significance	3 years
Employment, Personnel, Consultants	
Personnel Records	10 years after termination
Employee or Consultant Contracts	10 years after termination
Employee Training Records	5 years
Insurance	
Insurance policies and certificates	Permanent
Insurance claims records	7 years after settlement
Legal and Contracts	
Contracts, related correspondence, and other supporting documentation	7 years after all obligations end
Software licenses and support agreements	7 years after all obligations end
Legal correspondence	Permanent
Memberships/Contributions/Gifts/Sponsorships	
Volunteer Records	7 years
Contribution/Gift Records	7 years
Sponsorship Records	7 years after completion
Client Records	7 years

Tax

Employer Identification (EIN) Designation	Permanent
Tax-exemption documents and correspondance	Permanent
Annual Form 990 information returns – federal & state	7 years

Correspondence and Internal Memoranda
It is recommended that electronic mail (e-mails), hard copy correspondence or internal memoranda relating to a particular document otherwise addressed in this Schedule be retained for the same period as the document to which they relate.

Electronically Stored Documents
It is recommended that electronically stored documents (e.g., in pdf, text, or other electronic format) comprising or relating to a particular document otherwise addressed in this Schedule be retained for the same period as the document that they comprise or to which they relate.

Although federal or state grants may allow for a shorter period of time, the IRS recommends the above retention schedule.

Document Storage and Disposal
Documents will be stored in a safe and accessible manner. Documents that are essential for the continued operation of OAPA in the case of a natural disaster or other emergency will be regularly duplicated or backed up and maintained at an off-site location. Subject to the approval of the Board, the President will develop and implement reasonable procedures for hard copy and digital storage (including periodic digital back-up), and for off-site document retention.

After the designated retention period, hard copy documents that fall in the "temporary category" are to be shredded. Digital files may be deleted after the designated retention period or retained if the storage is not cost-prohibitive.

Privacy and Confidentiality
It will be the responsibility of the President, after consultation with legal counsel, to determine whether privacy laws or confidentiality requirements apply to any documents maintained by OAPA and to establish reasonable procedures for compliance.

SECTION 11

Destruction of Litigation-Related Documents

Effective Date:
Revision Date:

It is a crime to alter, cover-up, falsify, or destroy any document or, to persuade or ask someone to do so to prevent its use in an official procedure. Document retention of financial records, significant contracts, major transactions, employee files, sponsorship, and fundraising obligations shall be maintained in accordance with OAPA policy, including electronic files. Back-up for electronic files should be made semiannually, and hard copy of documents should be filed accordingly. If an official investigation is underway or even suspected, it is the responsibility of the President and Board to stop any document purging in order to avoid criminal obstruction charges.

SECTION 12

Legal and Internal Revenue Service Matters

Effective Date:
Revision Date:

All legal and internal revenue service matters and correspondence, verbal or written, shall be immediately directed to the Treasurer and President. Such matters shall then be reported to the Board in a timely manner.

SECTION 13

Insurance

Effective Date:
Revision Date:

On an annual basis, the Audit Committee or Finance Committee shall review all insurance coverage in force prior to renewal to determine if coverage is deemed to be adequate. Limits, types of coverage, as well as deductibles, shall be considered. Any changes shall be recommended by the Audit Committee or Finance Committee and reported to the Board for approval.

SECTION 14

Certification

THIS FINANCIAL OPERATIONS MANUAL of Oklahoma Academy of Physician Associate, Inc. was adopted by the Board of Directors on March 6th 2023 and further amended on November 22nd, 2023 to show name change.

Saura Douglas, President

Christy Niehues, Secretary

EXHIBIT A

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is entered into this _____ day of _____, 202__, between Oklahoma Academy of Physician Associates, Inc., (the "OAPA"), and _____ ("Consultant") (each of whom is referred to herein as a "party" and is collectively referred to as the "parties").

1. SCOPE OF WORK.

A. General. OAPA agrees to obtain Consultant and Consultant agrees to_____:

B. Assignment.
List work to be done and dates to be completed

C. Hourly Rate. (if any)

D. Project Rate. (if any)

E. Travel Expenses. (if any)

2. PROPERTY RIGHTS.

A. Title to Certain Tangible Property. All tangible or written materials in the possession or control of Consultant which in any way relate or pertain to OAPA's business, whether furnished to Consultant by OAPA or other outside resources, or prepared, compiled, or acquired by Consultant in performing the Services, shall be the property of OAPA. At any time upon request of OAPA, and in any event promptly upon termination of this Agreement, Consultant shall deliver all such materials to OAPA.

3. CONSULTANT STATUS.

A. Independent Contractor. Consultant agrees to perform the Services as an independent contractor under the direction of OAPA's Board of Directors. Consultant, in its performance of this Agreement, has and hereby retains the right to exercise full control and supervision over the accomplishment of the objectives set forth in Section 1, subject to the provisions below. This agreement does not create a partnership, agency, joint venture, employment, or third-party beneficiary contract. Consultant is not a principal, partner, co-venturer, franchisee, or employee of OAPA, and Consultant shall not make any representation to the contrary to any person or take any action which would imply otherwise. Consultant shall not bind, nor attempt to bind, OAPA to any obligation with any third party, unless expressly authorized by OAPA in writing to do so for that particular limited purpose. OAPA does not and will not have actual, potential or any other control over Consultant, except as otherwise expressly set forth in this Agreement.

B. Taxes on Compensation. Consultant shall pay any federal, state, or local taxes or

assessments applicable to the compensation paid under this Agreement.

C. Reporting of Compensation. OAPA shall report to the IRS all amounts paid to Consultant pursuant to this Agreement as non-employee compensation and provide Consultant annually an IRS Form 1099 outlining annual non-employee compensation paid to Consultant. Consultant shall complete, execute, and deliver to OAPA a Form W-9, "Request for Taxpayer Identification Number and Certification," upon the execution of this Agreement.

D. No Entitlement to Benefits. Consultant shall not be entitled to (i) participate in or receive benefits under any OAPA programs maintained for its employees, including, without limitation, life, medical and disability benefits, pension, profit-sharing, or other retirement plans or other fringe benefits or (ii) any direct or indirect compensation of any kind as a result of the performance of this Agreement, except for the fees provided for herein.

4. FEES.

A. Payment for Services. OAPA shall pay Consultant within 15 days of receipt of an invoice from Consultant.

B. Expenses. Except to the extent this Agreement provides otherwise, Consultant shall be reimbursed for reasonable and necessary expenses approved by an authorized representative of OAPA. If OAPA requests that Consultant engages in out-of-town travel such expenses shall be provided for above in Section 1.

5. TERM AND TERMINATION.

A. Term. The term of this Agreement will become effective as of the date first written above and remain in effect until final drafts of the above-referenced documents are provided to OAPA.

B. Termination. Either party may terminate this Agreement at any time without liability to the other party, by providing seven (7) days prior written notice to the other party.

C. Continuing Obligations. Termination of this Agreement shall not terminate (i) OAPA's obligations under Section 1 and 4 accruing prior to such termination, (ii) each party's obligations under Sections 3, 6, 7, and 8 that by their sense and context, are intended to survive such termination.

6. CONFIDENTIALITY.

A. Definition. As used herein, the term "Confidential Information" refers to any and all confidential information relating to OAPA's business activities and includes, without limitation, the terms and conditions of this Agreement, as well as information relating to OAPA's business processes, products, services, strategies, objectives, financial information, technical information, data, marketing materials, business plans, and employees. Confidential Information shall include, but not be limited to, any information or communications of OAPA that (i) is a trade secret or (ii) is subject to a privilege against disclosure or use in litigation, including, without limitation, information, or communications subject to the attorney-client, attorney work product, or settlement negotiation privileges. For purposes of this Agreement, communications from or to OAPA and their attorneys (including attorneys serving as employees of OAPA) shall be presumed subject to the attorney-client privilege unless and until OAPA determines otherwise. Such Confidential Information is the exclusive property of OAPA and may be used by Consultant solely in the performance of her obligations under this Agreement. Notwithstanding

anything to the contrary above, Confidential Information does not include information that (a) is now, or hereafter becomes, publicly known or available through lawful means; (b) is disclosed to the receiving party without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (c) is independently developed by the receiving party without any breach of this Agreement; or (d) is the subject of written permission to disclose provided by the disclosing party.

B. Obligations upon Termination. Upon termination of this Agreement or upon notice from OAPA, Consultant shall either return all Confidential Information, together with any copies thereof, to OAPA or certify she has destroyed any Confidential Information in her possession. Consultant shall also upon termination maintain the confidentiality of any and all Confidential Information in accordance with Section 6. C below.

C. Maintaining Confidentiality. As long as such Confidential Information remains confidential, Consultant shall not, without the express written consent of OAPA, directly or indirectly communicate or divulge to, or use for his own benefit or for the benefit of any other person or entity, any Confidential Information, except that Consultant may disclose such matters to the extent that disclosure is (i) required in the course of performing the Services or (ii) made pursuant to the requirement or request of a governmental agent or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation, subpoena or court order, and provided further, that, prompt notice thereof is given (unless such notice is prohibited by law) to the disclosing party of any such requirement or request.

7. RESTRICTIONS ON PERFORMING SOLICITATIONS FOR OTHERS. This Agreement is not exclusive in that Consultant shall remain free under this Agreement to perform work for and otherwise become engaged in the business activities of entities other than OAPA during the term of this Agreement.

8. IMPROPER PAYMENTS. Consultant will not use any funds received under this Agreement for illegal or otherwise improper purposes related to the Agreement. Consultant will not pay any fees, or rebates to any employee of OAPA nor favor any employee of OAPA with gifts or entertainment of significant cost or value.

9. AUDIT. Consultant shall keep sufficient records to readily disclose the basis for any charges, expenses, or credits, ordinary or extraordinary, billed, or due to OAPA under this Agreement.

10. ASSIGNABILITY. This Agreement may not be assigned by either party without the prior written consent of the other party.

11. NOTICES. All notices made pursuant to this Agreement shall be made in writing and delivered by personal delivery or via email, and if given by Consultant to OAPA, shall be addressed to:

_____, President
Oklahoma Academy of Physician Associates.
Address:
Oklahoma City, OK _____

And if Notice is given by OAPA to Consultant, it shall be addressed to:
Name and address

12. SERVICE COORDINATION.

A. OAPA Coordinator. Consultant's Services shall be performed under the direction of _____ (TITLE) who shall be the individual responsible for coordinating with Consultant on the performance of the Services and issues arising under this Agreement, until and unless OAPA provides notice of a replacement.

NAME
PHONE
EMAIL

B. Consultant Contact Information.

NAME
PHONE
EMAIL

13. AMENDMENTS. This Agreement may be altered, amended, modified, or superseded only in a writing executed jointly by OAPA and Consultant.

14. COMPLETE AGREEMENT. Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and other communications between the parties relating to the Service.

15. GOVERNING LAW. The rights and obligations of the parties to this Agreement shall be governed by and construed in accordance with, the laws of the State of Oklahoma without regard to the choice of law principles thereof. Consultant hereby consents to the jurisdiction of the federal and state courts located in Oklahoma County, Oklahoma, over any proceeding initiated with respect to the enforcement or interpretation of this Agreement.

16. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (a) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Electronic signatures shall be deemed original signatures.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Name of Consultant	**Oklahoma Academy of Physician Associates, Inc.**
_____	_____
_____, Title	_____, Title
Date: _____	Date:_____

EXHIBIT B

Trademark and Logo Agreement

WRITTEN APPROVAL TO USE TRADEMARK AND LOGO

In reference to your request, we hereby confirm authorization to use our trademark name and logo exclusively for the purpose of promotion of Oklahoma Academy of Physician Associates, Inc. (the "OAPA") subject to the following terms and conditions: OAPA authorizes you to use the "Oklahoma Academy of Physician Associates" trademark and/or logo, exclusively for identification and promotion of _____.

This authorization agreement is subject to immediate termination without notice unless the following obligations are met:

- OAPA trademark and/or logo must be used in the identical graphical form indicated in Attachment 1 without any changes and exclusively for the above-mentioned purpose(s).
- The trademark and/or logo must not be used in any way that might harm the brand or that might in any way mislead the public's perception of origin or type of product or used in any way to promote, sell, or commercialize other products.

OAPA expressly forbids the transfer of this authorization or assigning any form of sub-license to third parties (including any subcontractors) relating to the use of our trademark and/or logo in any form whatsoever.

This agreement is valid for the specified period of _____. This agreement will automatically be considered terminated in the event the terms are violated, and [Company Name] will immediately cease without delay from using OAPA trademark and/or logo. OAPA has the right to recover all costs from [Company Name] as a result of the violation of this agreement or any such behavior or activity [Company Name] may engage in activities that result in expenses, losses, and/or damages in any form and in any amount to OAPA.

If [Company Name] accepts the above-stated terms and conditions of use, please return to us a signed copy of this agreement to indicate your full acceptance.

_____	_____
Signature	**Signature**
_____	_____
Printed Name	**Printed Name**
_____	_____
Title	**Title**
_____	_____
[COMPANY NAME]	**Oklahoma Academy of Physician Associates**
_____	_____
Date	**Date**

ATTACHMENT 1

Logo
A png formatted logo will be sent with a fully executed copy of the Written Approval to use Trademark and Logo.

Colors
The color palette was chosen to coordinate with the already established logo and maintain clear print quality.

SEE ATTACHED

Return to:

Oklahoma Academy of Physician Associates
Address:

EXHIBIT C

Sponsorship Requirements and Correlating Budgets.

NOTE: Exhibit C will be updated with each new restricted sponsorship.