

**ATTESTATION REPORT
OF THE
STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS**

JULY 1, 2009 THROUGH JUNE 30, 2010

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Issued on March 8, 2011

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Cindy Janssen, Audit Manager

Lance Lambdin, JD, CFE, Legal Counsel

Philip Olsen, CPA, CISA, Auditor-In-Charge

Craig Kubicek, CPA, CFE, Auditor-In-Charge

Julie Smith, CPA, CFE, Auditor-In Charge

Acacia Crist, CFE, ACDA, Auditor II

Jennifer Cromwell, CFE, Investigation Examiner

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Nebraska Auditor of Public Accounts

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Lincoln, Nebraska, 68509

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STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

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STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

BACKGROUND

History

The Law Enforcement Bargaining Unit was created in 1987 by the Nebraska Legislature under Neb. Rev. Stat. § 81-1373(1)(g) (Reissue 2008). As one of twelve bargaining units established for the purpose of “implementing the state employees’ right to organize for the purpose of collective bargaining,” the Law Enforcement Bargaining Unit is:

“[C]omposed of employees holding powers of arrest, including Nebraska State Patrol officers and sergeants, conservation officers, fire marshal personnel, and similar classes. Sergeants, investigators, and patrol officers employed by the Nebraska State Patrol as authorized in section 81-2004 shall be presumed to have a community of interest with each other and shall be included in this bargaining unit notwithstanding any other provision of law which may allow for the contrary[.]”

On January 4, 1991, the State Law Enforcement Bargaining Council (SLEBC) adopted its constitution and bylaws, which declare:

“The purpose of the organization is to represent for purposes of collective bargaining and employer/employee relations, all employees in the Law Enforcement Bargaining Unit of the State of Nebraska. The Council shall further promote by all proper means the material and intellectual welfare of its members.”

See **Attachment A** for the constitution and bylaws. SLEBC is a private organization that holds itself out, at least in its recent Form 990 “Return of Organization Exempt From Income Tax” filings with the IRS, as a 501(c)(5) tax-exempt corporation formed in 1988 and domiciled in Nebraska. See **Attachment B** for 2009 IRS Form 990. However, SLEBC has not filed articles of incorporation, or any other relevant information, with the Nebraska Secretary of State, indicating its status as a legally formed corporation in the State of Nebraska. See Comment Number 1 (Organization and Authority of SLEBC).

Prior to 1989, the State Troopers Association of Nebraska (STAN) was the “exclusive collective bargaining agent” for the Law Enforcement Bargaining Unit. However, in 1989, SLEBC replaced STAN as the “exclusive representative” of the Law Enforcement Bargaining Unit, for purposes of negotiating biennial labor contracts with the State on behalf of designated law enforcement personnel. Section 3.1.1 of the labor contract between the State of Nebraska and the Law Enforcement Bargaining Unit negotiated for the period July 1, 1989, through June 30, 1991, states:

“The Employer, hereinafter referred to as the STATE, recognizes the State Law Enforcement Bargaining Council, hereinafter referred to as the Council, as the exclusive representative of all bargaining unit members in classifications as listed below for the duration of this contract[.]”

SLEBC membership is comprised of the State Patrol officers and sergeants, Game and Parks Commission conservation officers, and Fire Marshal personnel. STAN and SLEBC have always been, as they continue to remain today, separate entities. Thus, STAN’s finances are not included in this examination.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
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(Continued)

Prior to January 2002, members of the Law Enforcement Bargaining Unit participated in the plan coverages under the Nebraska State Insurance Program, which had been established some three decades earlier to provide group life and health insurance coverage for State of Nebraska (State) employees. During the mid-1990's, however, SLEBC appears to have sought to create a separate health insurance plan and coverage that would cover its members exclusively. Opting out of the current State plans of coverage in favor of participating in a separate plan, it was reasoned, would lower the cost of coverage for SLEBC's members.

In November 1996, the Nebraska Department of Administrative Services (DAS) requested an Attorney General's opinion regarding, among other things, the legality of negotiating separate health insurance coverages for SLEBC members. The Attorney General issued an informal opinion in December 1996, stating, "The Chief Negotiator at DAS . . . has broad authority to bargain with unions on the state's behalf including the right to make changes in terms and conditions of employment which might be otherwise provided by law." The opinion continued:

"It necessarily follows that the Chief Negotiator has authority to bargain regarding the nature of the health insurance coverages afforded those state employees in unions even though the benefits ultimately afforded might not be consistent with the requirements of other statutes such as the Nebraska State Insurance Program."

The entire informal opinion from the Attorney General can be found in **Attachment D**.

The July 1, 2001, through June 30, 2003, labor contract between the State of Nebraska and the Law Enforcement Bargaining Unit, Section 22.5, granted SLEBC the "option of withdrawing from the State's Health Insurance Program to purchase health insurance independently as a separate group beginning January 1, 2002." Section 22.6 of the same labor contract specified:

"Should SLEBC notify the State of its intent to withdraw from the State Health Insurance Program, representatives from the State and SLEBC shall meet to finalize the administrative details associated with such a departure, if necessary, no later than October 1, 2001, for a January 1, 2002, departure."

According to the current Chief Negotiator for the State, no documentation exists of any meeting between the State and SLEBC representatives to finalize the administrative details associated with the departure of SLEBC employees from the Nebraska State Insurance Program Plan coverages.

The separate health insurance plan coverages for SLEBC members began on January 1, 2002. The current Plan Document identifies the plan as the "State Law Enforcement Bargaining Council Employee Health and Dental Plan" (plan). Currently, this plan is a self-funded group health and dental plan administered by a Plan Sponsor. With a self-funded plan, the employer directly assumes the major cost of health insurance for its employees. Some self-funded programs bear the entire risk, while others insure against large claims by purchasing stop-loss coverage. The plan includes coverage for medical, prescription drug, and dental services. Though distinct from the group health and dental coverage, life and long-term disability insurance, paid for entirely by the State, is also provided for SLEBC members. See **Schedule A** for a history of benefits provided for the Law Enforcement Bargaining Unit members.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

BACKGROUND

(Continued)

SLEBC established and controls various bank accounts used to administer the health and dental insurance plans and its other activities. The following SLEBC bank accounts were used to administer the health and dental plans during the period tested. All of these bank accounts are held at U.S. Bank and were subject to limited audit procedures.

Account Name	Purpose of Account
Health and Dental Insurance Account	Account used for the administration of the health and dental plan. State and employee health, dental, life, long-term disability, and vision premium contributions are deposited into this account, along with reinsurance proceeds, and retiree and COBRA premium contributions. Meritain had the authority to pay claims and other administrative expenses directly from this account. Stop Loss premiums are also paid from this account.
Health Insurance Management Agency	Investment account for the health and dental plan. Securities are purchased, held, or sold in this account, depending on the cash flow needs of the Health and Dental Insurance Account.
Health Insurance Building	Account used for activity related to the SLEBC/STAN building located at 150 NW 40th Street. The majority of the funding in this account comes from transfers in from the Health and Dental Insurance Account.
Health Insurance Administration	Account used to record administrative expenses of the Health and Dental plan. The majority of the funding in this account comes from transfers in from the Health and Dental Insurance Account.
Health Insurance Wellness	Account used for activity related to SLEBC's Wellness Program. The majority of the funding in this account comes from transfers in from the Health and Dental Insurance Account.

The Plan Sponsor is identified in the Plan Document as SLEBC. Members of the SLEBC Board, as of June 30, 2010, were as follows:

Office	Name
President	Brian Petersen
Vice President	Adam Matzner
Treasurer	Jeremy Strack
Secretary	Jon Reeves
Bargaining Coordinator	Kurt Von Minden

Past SLEBC President's from 2000 through 2010 are as follows:

Year	President
2000	John Shelton
2001	John Shelton
2002	Paul Hattan
2003	Michael Jahnke
2004	Michael Jahnke
2005	Jeff Ward
2006	Glenn Elwell
2007	Glenn Elwell
2008	Thomas Meola
2009	Thomas Meola
2010	Brian Petersen

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS**

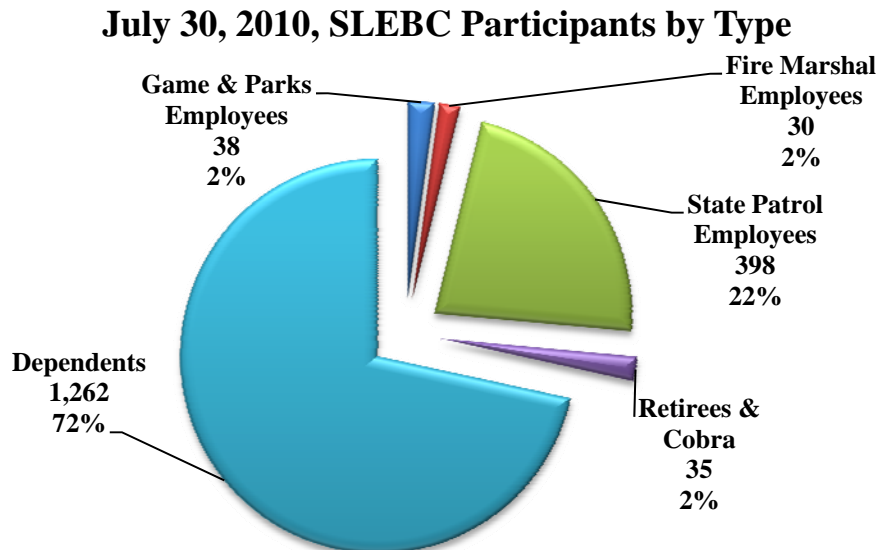
**BACKGROUND
(Continued)**

Key employees, independent contractors, and associates of SLEBC include:

Name	Title	Dates of Employment
Sue Bell	Office Manager	unknown hire date - terminated in August 2010
Vincent (Vince) Valentino of Vincent Valentino Law Office	SLEBC Legal Counsel	unknown hire date - terminated on May 14, 2010
Harvey Wiltsey	SLEBC Labor Negotiator and Insurance Consultant	unknown hire date - terminated in July 2010
Keith Schmidt of Benefits Consulting Group	Agent of Record	unknown hire date - terminated in July 2010
Meritain Health	SLEBC Third Party Administrator	unknown hire date - contract not renewed as of December 31, 2010
Gary Riggs of Waldron, Riggs, & Lloyd CPA's P.C.	Certified Public Accountant	Provided accounting services and issued audit report through 2008, not used in 2010.
Maria Manning	Office Manager	hired in August 2010
Mike Boyle of Michael Boyle, P.C., L.L.O.	SLEBC Legal Counsel	hired in May 2010
Dave Domina of Domina Law Group P.C., L.L.O.	SLEBC Legal Counsel	hired in June 2010
Gary Young of Keating, O'Gara, Nedved & Peter, P.C., L.L.O.	SLEBC Labor Negotiator and Legal Counsel	hired in June 2010
Linie Humpal of The Benefit Group, Inc.	SLEBC Third Party Administrator and Agent of Record	Agent of Record as of July 2010; Third Party Administrator as of January 1, 2011
Mark Lynch of Blackman & Associates, P.C.	Certified Public Accountant	Hired during 2010 to provide accounting services and conduct annual audit for 2009

Claims Information

The plan covers eligible employees, spouses, and dependent children. The Auditor of Public Accounts (APA) obtained a participant report from SLEBC, which was originally generated by Meritain, as of July 30, 2010. The report listed, as well as summarized by category, employees, retirees, COBRAs, and dependents. This information was not audited, as SLEBC did not maintain an active listing of covered participants. See Comment Number 7 (Ineligible Participants and Claim Payments). Per the report, the total number of participants, as of July 30, 2010, was 1,763.

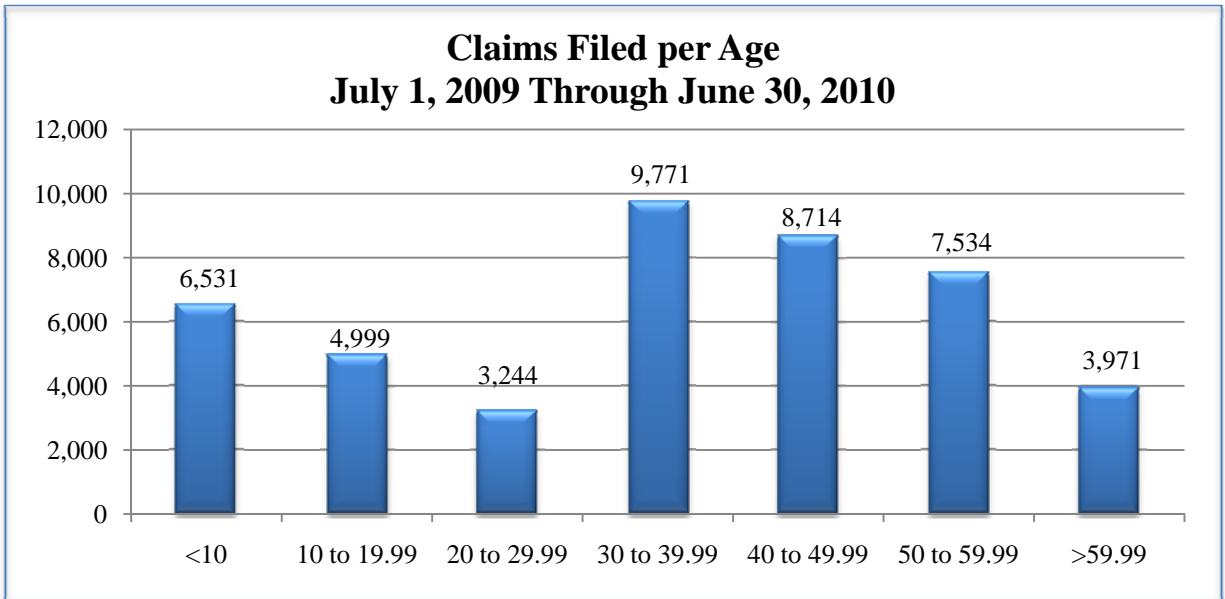


STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

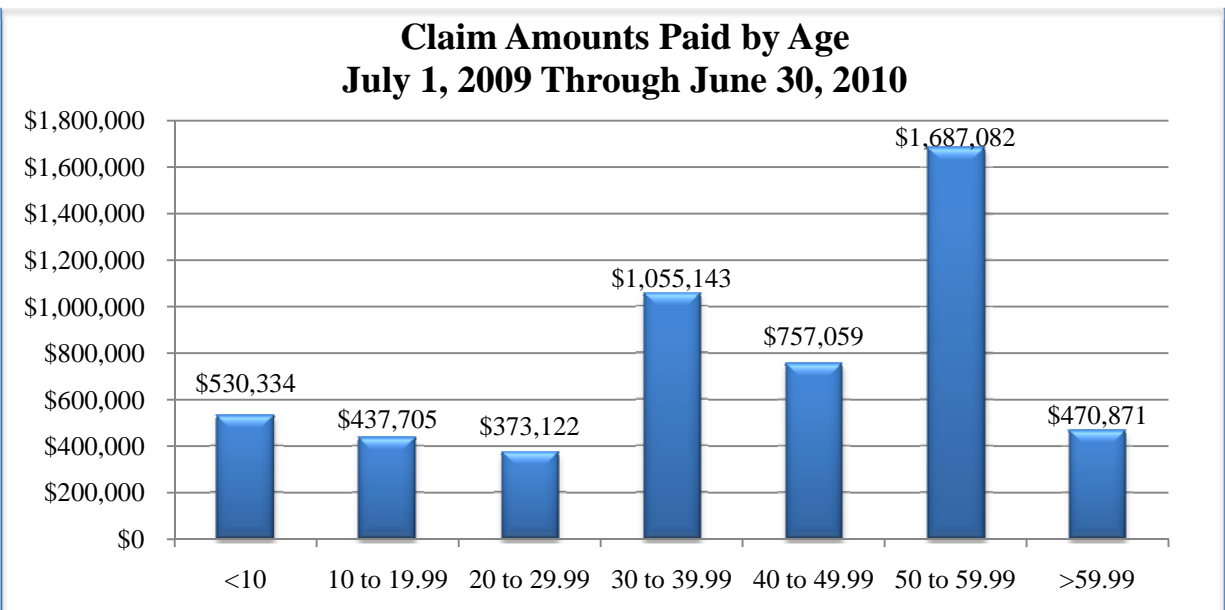
BACKGROUND
(Continued)

On August 23, 2010, Mike Boyle provided the APA with an electronic data file created by Meritain of the SLEBC claims paid between July 1, 2009, and June 30, 2010. The APA did not perform audit procedures for the individual claims paid. Thus, the veracity of the Current Procedural Terminology (CPT) codes, medical facilities, physicians, or the amounts charged were not audited or confirmed. See Comment Number 4.

From the claims file provided, below are charts of the number and dollar amounts of claims filed and paid during the fiscal year ended June 30, 2010, based on the age of the plan participants:



The average age of a Law Enforcement Bargaining Unit employee is 42.12 years.



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BACKGROUND

(Continued)

Below is a summary of all claims paid by individual or dollar range for the fiscal year ended June 30, 2010:

Employee/Spouse/Child	Number of Households with a Premium Paid (Note 1)	Number of Claims	Amount of Claims SLEBC Paid	Age/Average Age
Top 9 Largest \$:				
Employee	1	679	\$ 558,614.84	51.52
Employee	1	388	\$ 294,443.92	55.13
Employee	1	409	\$ 110,824.85	50.29
Employee	1	239	\$ 102,127.33	63.39
Child (Note 2)		203	\$ 80,755.27	1.07
Employee	1	166	\$ 69,887.97	59.95
Spouse (Note 2)		337	\$ 61,977.48	41.75
Child (Note 2)		88	\$ 58,916.89	15.07
Spouse	1	371	\$ 58,864.77	38.72
Subtotal Top 9	6	2,880	\$ 1,396,413.32	
Other Claims by Range:				
\$20,000 to \$49,999	15	4,706	\$ 1,004,101.62	43.82
\$10,000 to \$19,999	29	5,987	\$ 977,763.88	38.92
\$5,000 to \$9,999	34	5,739	\$ 682,879.32	35.37
\$1,000 to \$4,999	133	15,940	\$ 971,981.20	28.66
Less than \$1,000	280	9,512	\$ 278,177.11	25.20
Subtotal Other Claims	491	41,884	\$ 3,914,903.13	
Households with No Claims	14	0	\$ 0	32.33
Subtotal No Claims	14	0	\$ 0	
Total	511	44,764	\$ 5,311,316.45	
Average Claim Cost per Household			\$ 10,393.97	

Note (1): APA accumulated the total number of households who paid a premium. APA included the household only one time, although some households have several individuals with claims filed on the claims listing.

Note (2): These individuals were included in the count of households with a premium paid under another member of the household.

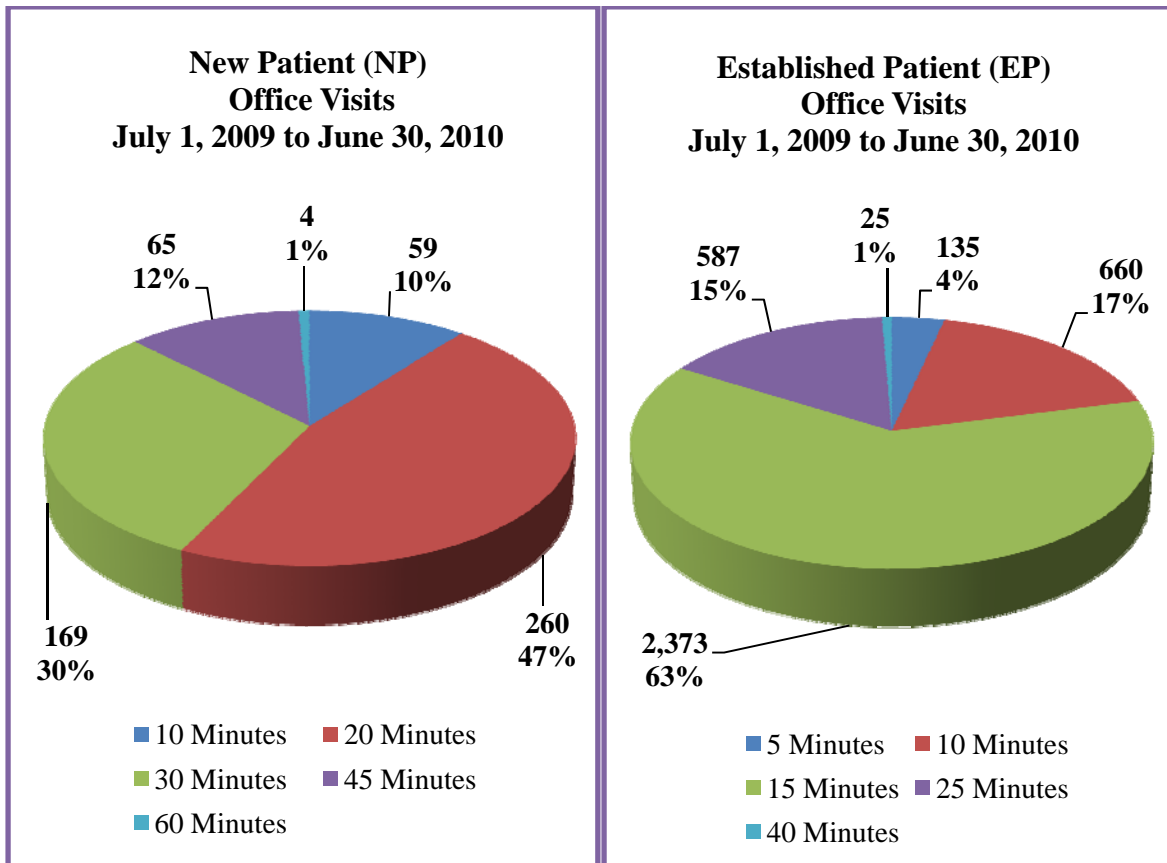
There were 511 contributing households; therefore, each household averaged 8.49 office visits per year, for an average cost of \$534.40. Following are details of doctor office visits by CPT code classifications for the period of July 1, 2009, to June 30, 2010. The minutes refer to the amount of face-to-face time the physician spent with the patient and/or family. Included are the number of visits as well as the total amount paid for each code.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

BACKGROUND
(Continued)

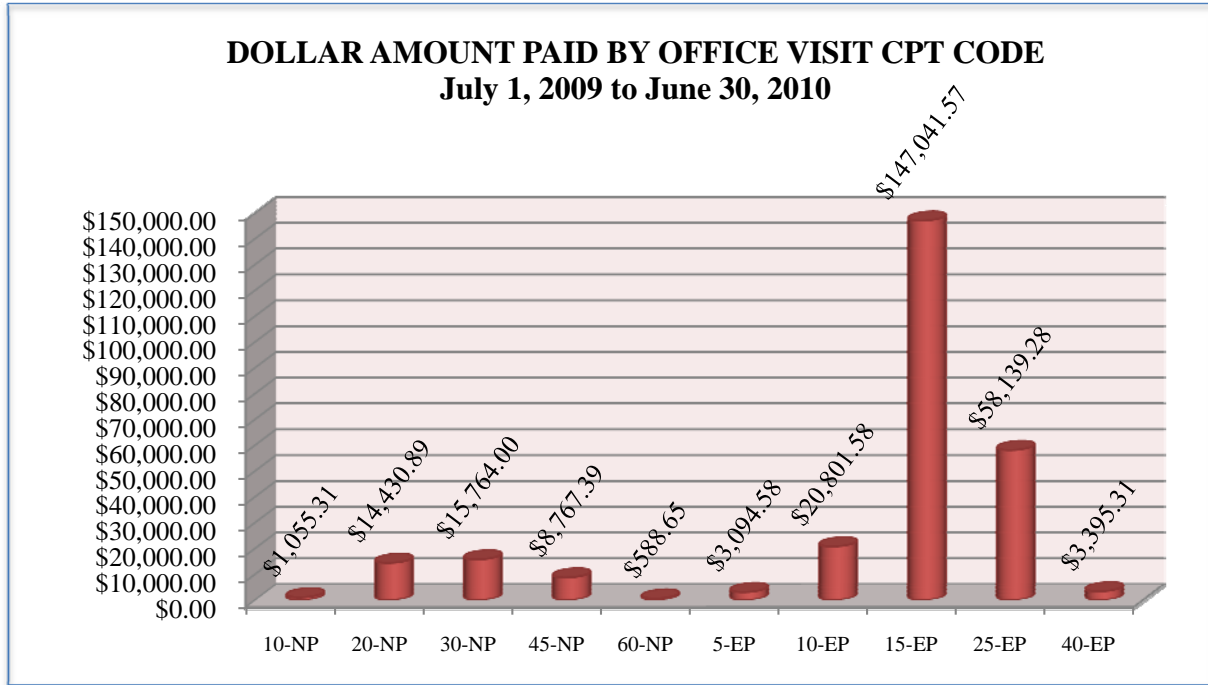
Office Visit by CPT Codes

Office Visit Description	New or Established	Office Visits	Amount Paid
10 Min.	New Patient (NP)	59	\$ 1,055.31
20 Min.	New Patient	260	\$ 14,430.89
30 Min.	New Patient	169	\$ 15,764.00
45 Min.	New Patient	65	\$ 8,767.39
60 Min.	New Patient	4	\$ 588.65
5 Min.	Established Patient (EP)	135	\$ 3,094.58
10 Min.	Established Patient	660	\$ 20,801.58
15 Min.	Established Patient	2,373	\$ 147,041.57
25 Min.	Established Patient	587	\$ 58,139.28
40 Min.	Established Patient	25	\$ 3,395.31
Total July 1, 2009 to June 30, 2010		4,337	\$ 273,078.56



STATE LAW ENFORCEMENT BARGAINING COUNCIL
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BACKGROUND
(Continued)



Premium and Plan Information

Because the plans and coverage are self-funded, SLEBC, as the Plan Sponsor, is responsible for setting appropriate premiums to ensure that claims and any administrative expenses will be covered. The premiums charged to members of the Law Enforcement Bargaining Unit are paid by both the State and the members themselves. As noted in **Schedule A**, the State pays 79% of the cost of the premium chosen by the employee, and the employee pays the remaining portion. This is the same percentage, 79% of the cost of the premium, that the State pays for all State employees premiums per Neb. Rev. Stat. § 84-1611 (Reissue 2008). Currently, SLEBC sets the premiums based on calendar year. Premiums for health and dental insurance, effective January 1, 2010, were as follows:

Health Insurance	Total Premium	State Share	Employee Share
Single	\$ 375.00	\$ 296.24	\$ 78.76
2/4 Party	\$ 925.00	\$ 730.76	\$ 194.24
Family	\$ 1,311.00	\$ 1,035.68	\$ 275.32

Dental Insurance	Total Premium	State Share	Employee Share
Single	\$ 27.30	\$ 16.00	\$ 11.30
Employee and Spouse	\$ 53.56	\$ 22.00	\$ 31.56
Employee and Child(ren)	\$ 77.70	\$ 22.00	\$ 55.70
Family	\$ 84.00	\$ 28.00	\$ 56.00

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BACKGROUND
(Continued)

The State of Nebraska, as the employer, withholds the employee share of the premiums from paychecks for active members. Monthly the State transfers the employee and employer amounts withheld to a SLEBC bank account. See Comment Number 2 (Separate Bank Account). A summary of the services covered under the health, prescription, and dental provisions of the plan for calendar year 2010 is as follows:

Self-Insured Health Plan with Stop Loss Plan year: January 1, 2010 to December 31, 2010		PPO	
		In-Network	Out-of-Network
Plan/Lifetime Maximum	Individual	\$3 million	
Annual Deductible	Individual	\$400	\$600
	Family	\$800	\$1,200
Out-of-Pocket Maximum	Individual	\$1,400	\$4,000
	Family	\$2,800	\$6,400
Office visit	Copay/Coinsurance	\$20 copay then plan pays 100%	70% of usual and customary after deductible
Annual Exam	Copay/Coinsurance	\$20 copay then plan pays 100%; \$400 calendar year maximum per covered person and \$800 calendar year maximum per family	70% of usual and customary after deductible; \$400 calendar year maximum per covered person and \$800 calendar year maximum per family
Well baby exam	Copay/Coinsurance	\$20 copay then plan pays 100%	70% of usual and customary after deductible
Hospital ER	Copay/Coinsurance	\$40 copay then plan pays 90%	\$50 copay, then 70% of usual and customary
Inpatient hospital	Copay/Coinsurance	90% after deductible	70% of usual and customary after deductible
Outpatient surgical center	Copay/Coinsurance	90% after deductible	70% of usual and customary after deductible
Mental health	Copay/Coinsurance	90% after deductible	70% of usual and customary after deductible
Prescription coverage	Type of drug	Retail (30-day supply)	Mail Order (90-day supply)
Prescription Drug Copay/Coinsurance	Generic	Member pays \$5	Member pays \$10
	Preferred (Formulary)	Member pays \$30 plus 10%; plan pays 90%	Member pays \$60 plus 10%; plan pays 90%
	Specialty	Member pays \$10 for Generic; Member pays \$30 plus 10% for Brand Name & plan pays 90%	N/A
Dental Coverage			
Maximum Benefit Amount	Per Covered Person per Calendar Year	For all classes other than Class D – Orthodontia	\$1,000
	Lifetime Maximum per Covered Person	For Class D – Orthodontia (available for dependent children under age 19)	\$2,000
	Lifetime Maximum per Covered Person	For Class E – Temporomandibular Joint Disfunction (TMJ)	\$2,000
Dental Percentage Payable	Type of Service	Participating Providers	Non-Participating Providers
	Class A Services – Preventative	100%	100% of usual and customary
	Class B Services – Basic	80%	80% of usual and customary
	Class C Services – Major	50%	50% of usual and customary
	Class D Services – Orthodontia	50%	50% of usual and customary
	Class E Services – TMJ	50%	50% of usual and customary

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BACKGROUND
(Continued)

Plan Administration

Self-funded insurance plans generally contract with a third party to assist in providing administrative services. SLEBC entered into such an administrative services agreement with Meritain Health, Inc. (Meritain). Effective January 1, 2010, that agreement directs Meritain to provide a variety of administrative services, including: drafting of plan documents and a Summary Plan Description; receipting claims data and documentation from participants and providers; processing claims according to plan documents and the Summary Plan Descriptions; processing, issuing, and distributing checks from the claims payment account; procuring stop loss proposals; and providing the plan with timely information to enable the filing of annual reports.

The fees stipulated in the SLEBC service agreement with Meritain, as of January 1, 2010, were as follows:

Service	Per Employee Per Month Fee
Medical Plan Administration Service Rate	\$ 12.95
Medical Plan Stop Loss Insurance Premium Rate	\$ 80.36
COBRA/HIPAA Administrative Service Rate	\$ 1.05
Utilization Management (e.g., pre-certification and medical necessity) Service Fixed Fee	\$ 2.65
Case Management Hourly Fee	\$130 per hour
Dental Plan Administration Service Rate	\$ 2.50
PPO Network Access Fee	\$ 4.65

The original agreement with Meritain was modified on February 12, 2010, replacing the “Medical Plan Stop Loss Insurance Premium Rates” listed therein with the following:

Service	Per Employee Per Month Fee
Medical Plan Stop Loss Insurance Premium Rate	\$ 91.32
Consulting Fee (Broker)	12% of Stop Loss Insurance Premiums

Stop loss insurance is a form of reinsurance for self-insured employers that limits the amount they must pay for each participant’s health care (individual/specific limit) or for the total expenses of the employer (group/aggregate limit). As noted above, SLEBC includes stop loss insurance in its health plan. SLEBC’s stop loss insurance provider is HCC Life Insurance Company; however, SLEBC pays its stop loss premiums directly to Meritain. Meritain is then responsible for paying HCC Life Insurance Company. SLEBC maintains both individual/specific and group/aggregate stop loss insurance coverage.

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BACKGROUND
(Continued)

The provisions of the stop loss insurance coverages are as follows:

Individual/Specific Stop Loss Insurance	
Covered Expenses	Medical and Prescription Drug Card
Specific Deductible in Each Contract Period per Covered Person (1)	\$ 85,000
Contract Basis	Covered Expenses Incurred from 1/1/2009 through 12/31/2010 and Paid from 1/1/2010 through 12/31/2010
Specific Lifetime Reimbursement Maximum per Covered Person	\$ 2,915,000
Specific Percentage Reimbursable	100%
Monthly Specific Premium Rate per Covered Person	\$ 76.78*

(1) After the plan has paid \$85,000 for a covered person, 100% of eligible expenses are reimbursable to the plan. The plan pays the initial expense but is reimbursed for expenses over \$85,000 for each member.

Group/Aggregate Stop Loss Insurance	
Covered Expenses	Medical and Prescription Drug Card
Minimum Annual Aggregate Deductible (2)	\$ 6,636,450
Contract Basis	Covered Expenses Incurred from 1/1/2009 through 12/31/2010 and Paid from 1/1/2010 through 12/31/2010
Aggregate Reimbursement Maximum	\$ 1,000,000
Aggregate Percentage Reimbursable	100%
Monthly Aggregate Premium Rate per Covered Person	\$ 3.58*

(2) After the plan has paid a total of \$6,636,450 in medical and prescription claims, any other claims are reimbursable to the plan, up to \$1,000,000.

* The \$76.78 and the \$3.58 rates total \$80.36, the original rate from the January 1, 2010, administrative services agreement.

SLEBC's agent of record, as of June 30, 2010, was Keith Schmidt, of the Benefits Consulting Group in Omaha, Nebraska (not to be confused with SLEBC's current third party administrator, The Benefit Group, Inc.). As agent of record, Keith Schmidt received the 12% broker fee/commission on the stop loss insurance. According to Meritain, Keith Schmidt received the following broker fee/commissions related to the SLEBC plan for fiscal year 2010:

Vendor Name	Check Date	Check Amount
Benefits Consulting Group	7/28/2009	\$ 5,041.31
Benefits Consulting Group	8/18/2009	\$ 4,821.69
Benefits Consulting Group	9/17/2009	\$ 4,890.20
Benefits Consulting Group	10/15/2009	\$ 4,890.20
Benefits Consulting Group	11/17/2009	\$ 4,920.14
Benefits Consulting Group	12/15/2009	\$ 4,830.32
Benefits Consulting Group	1/12/2010	\$ 5,295.64
Benefits Consulting Group	2/24/2010	\$ 5,304.64
Benefits Consulting Group	3/16/2010	\$ 5,217.94
Benefits Consulting Group	4/13/2010	\$ 5,293.68
Benefits Consulting Group	5/18/2010	\$ 5,282.72
Benefits Consulting Group	6/15/2010	\$ 5,184.08
Total		\$ 60,972.56

SLEBC also paid another individual, Harvey Wiltsey, a monthly health insurance administrative fee of \$1,250; however, no written contract or job description was prepared by SLEBC for the services provided.

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EXIT CONFERENCE

An exit conference was held on February 9, 2011, with representatives of the State Law Enforcement Bargaining Council to discuss the results of our examination. Those in attendance on behalf of the State Law Enforcement Bargaining Council were:

NAME	TITLE
Brian Petersen	SLEBC President
Jeremy Strack	SLEBC/STAN Treasurer
Maria Manning	SLEBC/STAN Office Manager
Mike Boyle	SLEBC Attorney
Dennis Blackman	SLEBC CPA

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SUMMARY OF COMMENTS

During our examination of the State Law Enforcement Bargaining Council (SLEBC) Employee Health and Dental Funds, we noted certain matters involving the internal control over financial reporting and other operational matters that are presented here. The comments and recommendations contained herein are intended to improve the internal control over financial reporting or result in operational efficiencies with regard to the following:

1. *Organization and Authority of SLEBC*
2. *Separate Bank Account*
3. *Purchase of Building with Plan Assets*
4. *Lack of Cooperation and Board Oversight*
5. *Stop Loss Insurance*
6. *No Consultant Contract*
7. *Ineligible Participants and Claim Payments*

Detailed information regarding the above items is provided hereinafter. It should be noted that this report is critical in nature, as it contains only our comments and recommendations on the areas noted for improvement and does not include our observations on any accounting strengths of the State Law Enforcement Bargaining Council Employee Health and Dental Funds.

Draft copies of this report were furnished to the representatives of the SLEBC Board to provide them with an opportunity to review and respond to the comments and recommendations included in this report. All formal responses received have been incorporated into this report. Where no response has been included, SLEBC declined to respond. Responses have been objectively evaluated, and recognized as appropriate in the report. Responses that indicate corrective action has been taken were not verified at this time.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

1. Organization and Authority of SLEBC

Lack of Certification

SLEBC replaced STAN as the exclusive bargaining agent for the Law Enforcement Bargaining Unit in 1988, serving in that capacity for the first time in negotiating the 1989-1991 labor contract with the State of Nebraska. However, rather than being formally certified by the Nebraska Commission of Industrial Relations (NCIR) to assume that role, it appears that SLEBC began functioning as the exclusive bargaining agent as the result of a mere name change.

Both the Industrial Relations Act, at Neb. Rev. Stat. §§ 48-801 to 48-838 (Reissue 2004, Cum. Supp. 2010), and the Collective Bargaining Act, at Neb. Rev. Stat. §§ 81-1369 to 81-1390 (Reissue 2008), contain separate provisions for certifying an exclusive bargaining agent. On August 16, 1988, pursuant to § 81-1374(1)(a), the NCIR certified STAN as the exclusive bargaining agent for the Law Enforcement Bargaining Unit. On the same day, STAN requested “that the Commission grant the application of the State Troopers Association of Nebraska, in it’s [sic] capacity as the exclusive bargaining agent for the Law Enforcement bargaining unit, to change it’s [sic] name to the State Law Enforcement Bargaining Council.”

Rule 13(B) of the “Rules of the Commission of Industrial Relations” provides:

“If an application [for a name change] is filed, the employer shall be contacted by the Commission and shall be given an opportunity to file any objections to the request. If no objections are made, the name change will be reflected in the records of the Commission.”

Due to a lack of opposition, STAN’s name change request was granted automatically on August 26, 1988.

It is important to note that STAN and SLEBC were two completely different and distinct organizations in 1988, as they continue to be today. As explained on STAN’s website (<http://www.netroopers.org>) and the Nebraska State Patrol website (<http://statepatrol.nebraska.gov/StateTroopAssociationNeb.aspx>), STAN, along with Game and Parks Commission conservation officers and personnel of the Fire Marshal, is a member of SLEBC. Nevertheless, the two entities exist independently of one another, carrying out their respective business operations accordingly.

The separate legal identities of STAN and SLEBC are attested to by their respective filings, which include distinctive employer identification numbers, with the Internal Revenue Service (IRS). (See **Attachments B and C**)

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

1. Organization and Authority of SLEBC (Continued)

The Form 1024 “Application for Recognition of Exemption” filing that SLEBC made with the IRS in 1991 asked the following:

“If you are the outgrowth or continuation of any form of predecessor(s), state the name of each predecessor, the period during which it was in existence, and the reasons for its termination.”

That same form also asked:

“If you are now, or plan to be connected in any way with any other organization, describe the organization and explain the relationship (such as: financial support on a continuing basis; shared facilities or employees; same officers, directors, or trustees).”

Despite the approved name change request discussed above, as well as the fact that it shares officers with STAN, SLEBC responded “N/A” to both queries. See **Attachment E** for SLEBC’s 1991 IRS Form 1024.

Because STAN and SLEBC are, in fact, unique enterprises, the APA questions the propriety of SLEBC assuming the role of exclusive bargaining agent for the Law Enforcement Bargaining Unit through a mere name change request, as opposed to being formally certified as such by the NCIR.

Corporate Status

As discussed in the background section, SLEBC is a private organization that holds itself out, at least in its recent Form 990 “Return of Organization Exempt From Income Tax” filings with the IRS, as a 501(c)(5) (labor organization) tax exempt corporation formed in 1988 and domiciled in Nebraska. However, on Form 1024 that was filed with the IRS in 1991, SLEBC claimed to be an association. If, as the current Form 990 filing seems to indicate, SLEBC has subsequently assumed corporate status, the APA is unaware of any amended filings indicative thereof. Likewise, as previously noted, SLEBC has not filed articles of incorporation, or any other relevant documentation, with the Nebraska Secretary of State.

In order to function as a nonprofit corporation in this state, an entity must comply with the Nebraska Nonprofit Corporation Act, which is found at Neb. Rev. Stat. §§ 21-1901 to 21-19,177 (Reissue 2007, Cum. Supp. 2010). One of the foundational provisions of the Act is found at § 21-1922(a), which says:

“Unless a delayed effective date is specified, the corporate existence begins when the articles of incorporation are filed.”

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

1. Organization and Authority of SLEBC (Continued)

In addition to filing its articles of incorporation, a nonprofit corporation is required under the Act to submit a biennial report to the Nebraska Secretary of State. Section 21-19,172(a) provides:

“Commencing in 1999 and each odd-numbered year thereafter, each domestic corporation, and each foreign corporation authorized to transact business in this state, shall deliver to the Secretary of State a biennial report on a form prescribed and furnished by the Secretary of State . . .”

Despite claiming 501(c)(5) corporate status, it appears that SLEBC has failed to comply with either of the above statutory requirements.

It should be noted also that, according to internet guidelines published by the IRS (<http://www.irs.gov/charities/article/0,,id=156590,00.html>), an organization must follow certain procedures in order to qualify for Federal tax exempt status. For instance:

“Each application for exemption must be accompanied by an exact copy of the organization’s organizing document: Articles of incorporation for a corporation, articles of organization for a limited liability company, articles of association or constitution for an association, or trust agreement or declaration of trust for a trust. If the organization does not have an organizing document, it will not qualify for exempt status.”

In those same guidelines, the IRS also points out:

“State law generally determines whether an organization is properly created and establishes the requirements for organizing documents.”

The content requirements for a Nebraska nonprofit corporation’s articles of incorporation are found at § 21-1921.

Assuming the veracity of the information contained in its Form 990 filings, SLEBC should have provided its articles of incorporation to the IRS; however, SLEBC filed only its constitution and by-laws for an association. Whether those articles conformed to the requirements of § 21-1921 is uncertain. Regardless, the tender of SLEBC’s organizing documents to the IRS begs the question of why those same documents were not filed with the Nebraska Secretary of State in compliance with § 21-1922.

Section 21-1923 sets out the consequences for failing to comply with the filing requirements of the Act:

“All persons purporting to act as or on behalf of a corporation, knowing there was no incorporation under the Nebraska Nonprofit Corporation Act, are jointly and severally liable for all liabilities created while so acting.”

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

1. Organization and Authority of SLEBC (Concluded)

Given SLEBC's assertion on its Form 990 that it is a 501(c)(5) corporation, it appears SLEBC is not in compliance with State Statutes governing the operations of a nonprofit corporation.

We recommend a review of SLEBC's status as the exclusive bargaining agent for the Law Enforcement Bargaining Unit. We recommend also that, if it is indeed operating as a nonprofit corporation, SLEBC take immediate action to ensure compliance with the Nebraska Nonprofit Corporation Act.

SLEBC Response: SLEBC's current Board believes SLEBC is appropriately organized under Nebraska law and its enabling act is § 81-1373(1)(g), and not the general organization statutes. SLEBC, a statutory entity, was never incorporated as a private entity or enabled to engage in activities as broad as those authorized to STAN. Its incorporation is not required. SLEBC will proceed at once to clarify the certification issue. Its current Board members and advisors learned of the lack of certification upon receiving your draft Report. SLEBC respectfully submits that it has properly assumed its bargaining agency role.

APA Response: The APA takes exception to SLEBC's insistence that it is a statutorily created entity empowered by law to represent State law enforcement personnel for purposes of collective bargaining. In actuality, neither § 81-1373(1)(g) nor any other statute defines with specificity who is empowered to bargain for sworn law enforcement officers in Nebraska. To start, § 81-1373(1)(g) merely establishes a bargaining unit "composed of employees holding powers of arrest[.]" Like its eleven counterparts for other State employees, the Law Enforcement Bargaining Unit is, according to the language of § 81-1373(1), simply a unit consisting of "state employees whose job classifications are occupationally and functionally related and who share a community of interest." Other provisions of the State Employees Collective Bargaining Act, most notably § 81-1374, then set out the procedures by which certified exclusive collective-bargaining agents may be selected for the respective bargaining units created under § 81-1373. Under none of these statutes is there any mention of, or even allusion to, SLEBC.

2. Separate Bank Account

SLEBC established and controls various bank accounts to hold State funds and the employees' premium funds used for the purpose of administering the health and dental insurance plans and its other activities. On a monthly basis, the State transfers a lump sum amount, comprised of both employee premiums and the State's 79% contributions, to a SLEBC account – surrendering to SLEBC total management and oversight of those funds in the process. From July 1, 2009, through June 30, 2010, the following activity was recorded for the SLEBC funds, as reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS
(Continued)

2. **Separate Bank Account** (Continued)

SLEBC BANK ACCOUNTS (noted above)	Total
Beginning Fund Balances	\$ 2,633,096
Total Revenues	\$ 7,088,058
Total Expenses	\$ 6,606,449
Ending Fund Balances	\$ 3,114,705

The following table represents the amounts transferred to the control of SLEBC for fiscal years 2006 through 2010:

Agency	Fiscal Year 2006 (unaudited)	Fiscal Year 2007 (unaudited)	Fiscal Year 2008 (unaudited)	Fiscal Year 2009 (unaudited)	Fiscal Year 2010
Nebraska State Patrol					
Employer Premiums	\$ 2,848,612	\$ 3,116,172	\$ 3,346,774	\$ 3,550,282	\$ 3,896,288
Employee Premiums	\$ 852,789	\$ 965,677	\$ 1,036,858	\$ 1,122,974	\$ 1,241,073
Total	\$ 3,701,401	\$ 4,081,849	\$ 4,383,632	\$ 4,673,256	\$ 5,137,361
Game and Parks Commission					
Employer Premiums	\$ 317,726	\$ 340,050	\$ 360,583	\$ 374,762	\$ 382,217
Employee Premiums	\$ 94,868	\$ 107,137	\$ 115,574	\$ 122,252	\$ 125,080
Total	\$ 412,594	\$ 447,187	\$ 476,157	\$ 497,014	\$ 507,297
State Fire Marshal					
Employer Premiums	\$ 170,853	\$ 195,110	\$ 208,405	\$ 231,819	\$ 248,100
Employee Premiums	\$ 50,828	\$ 60,967	\$ 66,247	\$ 76,683	\$ 82,024
Total	\$ 221,681	\$ 256,077	\$ 274,652	\$ 308,502	\$ 330,124
Grand Total	\$ 4,335,676	\$ 4,785,113	\$ 5,134,441	\$ 5,478,772	\$ 5,974,782

Note: The fiscal year 2010 amount (\$5,974,782) above differs from the amount shown on the Statement of Revenues, Expenditures, and Changes in Fund Balances (\$5,913,261) due to the difference in timing between when the premiums are withheld and when the State remits the premiums to SLEBC.

According to the current Chief Negotiator for the State, no documentation exists of any meeting between the State and SLEBC representatives to finalize the administrative details, including the transfer of millions of dollars each year of State funds, associated with the departure of SLEBC employees from the Nebraska State Insurance Program Plan coverages. Despite numerous inquiries of State employees, including representatives of the Department of Administrative Services (DAS) - Accounting Division, State Treasurer's office, and State Patrol, as well as others associated with or knowledgeable of SLEBC operations, no one could identify who directed the transfer of State funds to SLEBC, or by what authority such transfer occurred and is still occurring. In addition to being unable to identify the party responsible for authorizing the ongoing conveyance of State funds to SLEBC, it appears no one from the State is monitoring the transfers or expenditures of these funds.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

2. Separate Bank Account (Continued)

Though currently exercising summary control over these accounts, SLEBC appears to lack legal authority to hold and distribute State funds in connection with the employee insurance provisions of the State labor contracts negotiated on behalf of the Law Enforcement Bargaining Unit.

To start, the APA could locate no statutory authority for the establishment of a separate fund to handle the public money needed to support the SLEBC insurance plan. To the contrary, Neb. Rev. Stat. § 84-602(1) (Cum. Supp. 2010) lists among the duties of the State Treasurer:

“To receive and keep all money of the state not expressly required to be received and kept by some other person[.]”

Likewise, Subsection (2) of that same statute directs the State Treasurer:

“To disburse the public money upon warrants drawn upon the state treasury according to law and not otherwise[.]”

It should be noted also that doubt exists as to whether the Chief Negotiator for the State even enjoys the prerogative to negotiate a labor contract providing for such a transfer of State funds. The State Employees Collective Bargaining Act, which is found at Neb. Rev. Stat. §§ 81-1369 to 81-1390 (Reissue 2008), addresses, among other things, the duties of the Chief Negotiator for the State. Specifically, § 81-1376(3) vests the Chief Negotiator for the State with the authority to negotiate with regard to terms and conditions of employment that are “mandatory topics of bargaining pursuant to the Industrial Relations Act and the State Employees Collective Bargaining Act[.]”

Section 81-1371(9) (Reissue 2008) of the State Employees Collective Bargaining Act defines “mandatory topic or topics of bargaining” as:

“[T]hose subjects of negotiation on which employers must negotiate pursuant to the Industrial Relations Act, including terms and conditions of employment which may otherwise be provided by law for state employees, except when specifically prohibited by law from being a subject of bargaining[.]”

The Nebraska Supreme Court has explained in greater detail what constitutes a “mandatorily bargainable” topic:

“A matter which is of fundamental, basic, or essential concern to an employee's financial and personal concern may be considered as involving working conditions and is mandatorily bargainable even though there may be some minor influence on . . . management prerogative. However, those matters which involve foundational value judgments . . . are management prerogatives and are not a proper subject for negotiation even though such decisions may have some impact on working conditions. However, the impact of whatever decision management may make in this or any other case on the economic welfare of employees is a proper subject of mandatory bargaining.”

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

2. **Separate Bank Account** (Continued)

Metropolitan Technical Community College Ed. Ass'n v. Metropolitan Technical Community College Area, 203 Neb. 832, 842-843, 281 N.W.2d 201, 206 (1979).

In Op. Att'y Gen. No. I96-54 (Dec. 17, 1996), see **Attachment D**, the Attorney General determined that, based upon both the statutory provisions and case law quoted above, the Chief Negotiator for the State was empowered to bargain regarding separate health insurance coverage for SLEBC members.

“The Chief Negotiator at DAS, therefore, has broad authority to bargain with unions on the state’s behalf including the right to make changes in terms and conditions of employment which might be otherwise provided by law. We believe, under the authority above, that health insurance matters clearly involve ‘terms and conditions of employment.’ It necessarily follows that the Chief Negotiator has authority to bargain regarding the nature of the health insurance coverages afforded those state employees in unions even though the benefits ultimately afforded might not be consistent with the requirements of other statutes such as the Nebraska State Insurance Program. On that basis, we believe that you or the state’s Chief Negotiator can negotiate for health insurance coverages for union members separate and apart from the health insurance coverages for other state employees, even though the Program seems to require otherwise.”

It is clear that, when it comes to negotiating with regard to “mandatory topics of bargaining,” the Chief Negotiator for the State is authorized to agree to “terms and conditions of employment which may otherwise be provided by law for state employees,” including a separate health insurance plan for SLEBC members. Unlike health insurance coverage, however, the custody and control of State funds used to pay for such coverage does not appear to meet the Supreme Court’s definition of a “mandatorily bargainable” topic – that is, one “which is of fundamental, basic, or essential concern to an employee’s financial and personal concern.” To the contrary, the custody and control of the State funds is a purely managerial or administrative matter that has no direct impact upon employee working conditions. Thus, it is arguable, even likely, that the actual custody and control of State insurance funds is not a term or condition of employment which may be negotiated, despite being “otherwise be provided by law for state employees.”

The underlying issue of bargainability aside, there is no indication in any of the SLEBC contracts that actual negotiations for the custody and control of the State health insurance funds ever occurred. The SLEBC contracts say little regarding the administration of the health insurance plan negotiated for the Law Enforcement Bargaining Unit. Section 22.7 of the 2001-2003 contract states:

“Should SLEBC determine to withdraw from the State’s life, dental and/or long term disability programs, the State will remit to SLEBC, the State’s share of the monthly contributions in effect at the time of such withdrawal.”

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

2. Separate Bank Account (Concluded)

Section 22.5 of the 2003-2005 contract offers a slightly altered version of that same language:

“Should SLEBC determine to withdraw from the State’s life, and/or long term disability programs, the State will remit to SLEBC, the State’s share of the monthly contributions in effect at the time of such withdrawal.”

While addressing life, dental, and long-term disability funds, the above provisions are conspicuously silent with regard to the far more numerous health care dollars. The few contractual details provided make no mention whatsoever of SLEBC’s exercising custody and control over the State health insurance funds in question. Therefore, it must be assumed that no such negotiations took place.

Because the State Treasurer does not exercise custody and control over these funds, their handling does not appear to be in compliance with State statutes. This results in a higher risk of loss or misuse of the insurance funds currently entrusted to SLEBC.

Due to the apparent lack of authority, statutory or otherwise, allowing SLEBC to control these State funds, we recommend SLEBC immediately relinquish possession of the funds to the State Treasurer. This should include the replenishment of the monies that were involved with the purchase of the Building. The State should also immediately implement appropriate procedures to provide adequate oversight of all plan funds.

SLEBC Response: *SLEBC respectfully disagrees. As a labor organization, SLEBC is entitled to maintain its funds separately. SLEBC does not agree that the State Treasurer should be handling funds to pay for allowable claims within the SLEBC Health and Dental Plan.*

SLEBC acknowledges that recordkeeping, minutes, lines of authority, and overall lines of communication about its Health and Dental Plan, and funds of the Plan, were unacceptably poorly controlled before 2009.

Overall, SLEBC agrees that the entrusted nature of the funds held on account for payment of claims should be clarified with a more detailed account agreement. This matter will be addressed. But SLEBC contends the funds are properly held in a separate account controlled by fiduciaries of the Health and Dental Plan.

APA Response: **The APA believes all State funds should be held under the control of the State Treasurer as required by State statute.**

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

3. Purchase of Building with Plan Assets

During a meeting on June 11, 2008, the joint Board of Directors of the SLEBC Executive Committee and the STAN Building Committee adopted Resolution Number 8-01, authorizing then president of SLEBC, Thomas Meola, to undertake the activities necessary for the creation of a new administration building. Specifically, Thomas Meola was directed “to sign all necessary documents to close the purchase of the property” and “to complete all necessary documents to borrow monies from Lincoln Federal Savings Bank” and “to execute all necessary documents for the purpose of financing the real estate purchase and any construction loan for the submitted building proposal by the general contractor, [David] Wood Construction, Inc.”

In July 2008, the STAN Building Committee obtained a \$735,000 loan through Lincoln Federal Savings Bank, at a 6.25% interest rate, to finance the construction of the building. The APA assumes STAN obtained the bank loan because SLEBC was not properly formed as a nonprofit corporation, as indicated in Comment Number 1.

On July 25, 2008, Thomas Meola signed, on behalf of STAN and SLEBC, a \$912,000 construction agreement with David Wood Construction, Inc. for the construction of the building. See **Attachment F**. According to SLEBC’s accounting records, David Wood Construction, Inc. received a total of \$966,269.25 for construction of the building. See **Schedule B** for details.

Per records on file with Lancaster County, STAN and SLEBC own, as joint tenants, the new administration building constructed at 150 Northwest 40th Street, which is located on West O Street, in Lincoln, Nebraska, even though STAN contributed no funds toward the construction of the building. The minutes of a February 8, 2010, special meeting of the SLEBC Board state, “[T]he reason STAN’s nonprofit status name was on the building was for tax exempt purposes, and that in the future, percentages of ownership will need to be decided on the building as SLEBC provided all the funding for it.”

Most of the SLEBC funds used to pay for the costs of both the land and the construction of the building came directly from health insurance premiums paid by the State and the Law Enforcement Bargaining Unit members. The State of Nebraska contributes 79% of the cost of health insurance premiums, while employees contribute the remaining 21%. According to SLEBC’s accounting system, over \$5.9 million in health and dental insurance premiums were received during fiscal year 2010, compared to roughly \$39,000 in SLEBC membership dues.

The APA summarized expenses related to the construction and maintenance of the new building from SLEBC’s accounting system (See **Schedule B** for a complete listing of the expenses associated with this building). On June 18, 2009, SLEBC authorized the transfer of funds from the Health Insurance Investment Account to pay off STAN’s loan in full. See **Attachment G** for SLEBC’s approval.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS
(Continued)

3. Purchase of Building with Plan Assets (Continued)

A summary of the loan activity is as follows:

Date	Vendor	Trans Description	Amount
7/31/08	Unknown	This transaction is made up of multiple smaller transactions, but the loan statement does not provide the identification of the vendor or purpose of the expense.	\$ 1,055.50
8/21/08	Lincoln Federal Savings Bank	Interest on the loan for July 2008	\$ 0.18
9/22/08	Lincoln Federal Savings Bank	Interest on the loan for August 2008	\$ 5.60
11/7/08	Lincoln Federal Savings Bank	Interest on the loan for September 2008	\$ 5.44
11/7/08	David Wood Construction Inc.	Contractor payment for September 2008	\$ 30,771.79
11/7/08	David Wood Construction Inc.	Contractor payment for October 2008	\$ 190,126.00
12/3/08	David Wood Construction Inc.	Contractor payment for November 2008	\$ 167,194.85
2/4/09	David Wood Construction Inc.	Contractor payment for January 2009	\$ 175,241.26
4/9/09	David Wood Construction Inc.	Contractor payment for February 2009	\$ 102,436.05
6/8/09	David Wood Construction Inc.	Contractor payment for April 2009	\$ 68,163.33
6/18/09	Lincoln Federal Savings Bank	Interest on the loan for June 2009	\$ 2,145.06
Total Expenses Paid From Building Loan			\$ 737,145.06

An audit conducted by Blackman & Associates, P.C. for the calendar year ended December 31, 2009, indicated the purchase price of the building was \$1,218,450. The Lancaster County Assessor's assessed value of the building for the 2010 tax year is \$836,800. The property's tax exemption code is "Charitable" per the Lancaster County Assessor's records and, thus, not subject to property taxes.

Some pictures of the building are included below:



STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS
(Continued)

3. Purchase of Building with Plan Assets (Continued)



STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS
(Continued)

3. Purchase of Building with Plan Assets (Continued)



STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS
(Continued)

3. Purchase of Building with Plan Assets (Continued)



STAN Magazine Workers
Offices



Break Room, view 1.

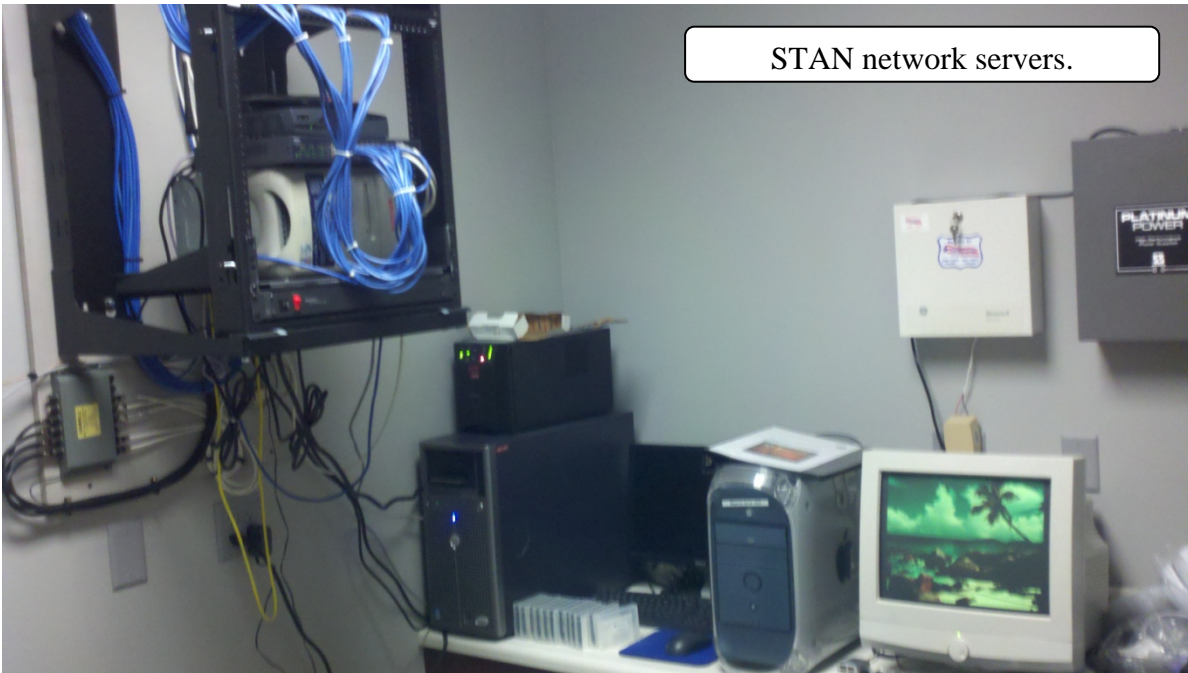
STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS
(Continued)

3. Purchase of Building with Plan Assets (Continued)



Break Room, view 2.



STAN network servers.

Whether the plan sponsored by SLEBC is subject to the Employee Retirement Income Security Act (ERISA), which is set out at 29 USC §§ 1001 to 1461, is a matter of long-standing uncertainty. Such confusion is unnecessary given the fact that the U.S. Department of Labor

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

3. Purchase of Building with Plan Assets (Continued)

offers advisory opinions regarding both the applicability and interpretation of ERISA. According to that Federal agency's website (http://www.dol.gov/ebsa/regs/aos/ao_requests.html):

"It is the practice of the department to answer inquiries of individuals and organizations, whenever appropriate, and in the interest of sound administration of the Act, as to their status under the Act and as to the effects of their acts or transactions. One of the functions of the department is to issue information letters and advisory opinions in such matters."

That same website explains further, "Any individual or organization affected directly or indirectly, by the Act may request an information letter or an advisory opinion from the department." Additionally, the website assures, "It is the practice of the department to process requests for information letters and advisory opinions in regular order and as expeditiously as possible."

Such advisory opinions may be obtained both free of charge and with relative ease.

Nevertheless, SLEBC has chosen instead to spend thousands of dollars on attorney fees in an ultimately futile attempt to determine whether the plan falls under ERISA. The bill for one attorney's legal research alone amounted to \$18,000 and resulted in only a qualified opinion. Among those who offered legal opinions regarding the applicability of ERISA to the plan were two prominent Nebraska law firms, Erickson|Sederstrom and Cline Williams Wright Johnson & Oldfather, L.L.P. Those firms issued conflicting opinions based upon starkly contrasting analyses. Despite the absolute lack of concurrence by legal experts, SLEBC's officers have taken it upon themselves to postulate that the plan is indeed subject to ERISA. The APA questions the reasonableness of such action, especially in light of the fact that the legal counsel and certified public accountants working for SLEBC had previously opined - as did the most detailed and thorough of the formal legal opinions offered - that the plan is a government plan and, therefore, not subject to ERISA. This determination was based on their conclusion that the covered employees are actually employees of the State of Nebraska and are the only members of the bargaining unit. See **Attachment I**.

To complicate matters further, the funds at issue are tax-sheltered through Internal Revenue Service (IRS) Section 125 "cafeteria plan" provisions. Individual contributions are not included in a participating employee's gross income because those funds are contributed under a specific benefit plan. A cafeteria plan is permitted to pay reasonable plan administrative fees through salary reduction amounts that are excludable from an employee's gross income. However, it is questionable whether the costs of the administrative building qualify as reasonable plan administrative fees. Using such funds for non-related or otherwise impermissible expenses could jeopardize the plan's tax-sheltered status.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

3. Purchase of Building with Plan Assets (Continued)

The APA questions whether the cost of acquiring the building qualifies as a reasonable expense of administering the plan or, to the contrary, whether the building was constructed to accommodate other SLEBC or STAN activities. The APA's concerns arise, at least in part, due to the magnitude of the building in comparison to the small number of SLEBC personnel needed to administer the plans. Currently, SLEBC has no full-time employees; however, they pay STAN a monthly fee for utilizing some of the STAN office manager's time. The previous SLEBC headquarters, which was located at 237 South 70th Street, Suite 216, in Lincoln, measured but 1,439 square feet. On September 14, 2009, Century Sales & Management, LLC, advertised that same office space for only \$975 per month, plus \$150 for utilities.

The current million-dollar office building contains 7,152 square feet of space and 42 parking stalls. As noted in the background section of this report, SLEBC contracts with a third party to administer the plans; therefore, only one employee of SLEBC/STAN is responsible for other bookkeeping duties related to the plan, while also handling STAN's bookkeeping duties. The APA also questions the propriety of SLEBC's joint ownership of the building with STAN, an organization that plays no role whatsoever in the administration of the plan. Such joint ownership adds to the impression that the building is used for purposes other than administering the plans. In fact, none of the parties utilizing the building are currently paying any rent for the space they occupy.

SLEBC's prior management sought to justify the construction of such a large building as an investment aimed at producing rental income. It was suggested the additional space, including the conference room, could be rented out for a profit. However, from the date of occupancy, May 2009, through December 2010, only \$325 in total rental income has been realized. Generally, the rate charged to rent the conference room was \$25 per event. Such an inconsequential return necessarily gives rise to doubts regarding the wisdom of the professed investment strategy, not to mention reinforces concerns about the propriety of using health insurance funds held by the plans to construct the building in the first place.

The building is currently insured through May 2011, by Hartford Casualty Insurance Company. The insurer on the policy is identified as State Troopers Association of Nebraska and the premium is currently being paid by STAN. There are no references to SLEBC on any of the insurance documents provided to the APA.

According to the minutes of an October 26, 2010, SLEBC Board meeting, that organization's current legal counsel, Mike Boyle, shares the APA's skepticism as to the appropriateness of using employee health insurance premiums to pay the costs of the new administration building. Noting that "State Auditor Mike Foley has expressed concern regarding the fact the money used to build/purchase the STAN/SLEBC Building came from the insurance plan," Mike Boyle described such use of insurance plan assets as a "non permitted transaction." In addition to suggesting that the Attorney General be notified of the issue, Mike Boyle recommended that SLEBC obtain a bank loan to reimburse the insurance plan account for the funds used to

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS
(Continued)

3. Purchase of Building with Plan Assets (Continued)

purchase the building. Moreover, as of December 2010, after little more than a year-and-a-half of use, SLEBC placed the building for sale at a price of \$850,000 – substantially less than the cost of constructing and furnishing it.

Below is the sale listing:

COMMERCIAL REALTY GROUP LLC

**150 NW 40th Street
Lincoln, NE 68528**

FOR SALE:

Price: \$850,000.00

Land & Building Sizes:

Land: Approx. 1.17 Acres
Building: Approx. 7,152 SF

Date Available: Immediately

Zoning: H-4


Taxes: currently exempt
(owned by non-profit)

Loopnet ID: 16962709

Midlands CIE: 20003829

HIGHLIGHTS:

- Easy access to main arterials including I-80
- 210' of West "O" Street Frontage
- 42 parking stalls



PROPERTY DESCRIPTION:
Rare opportunity to purchase a brick class "A" condo office building completed in 2009. Contains 8 offices plus large open office approx. 23' x 26', huge conference room approx. 31' x 38' set up with projector and other amenities, large 4-stall restrooms, fully sprinkled, alarm system, and handicap accessible

Contact:
Laura M. Bell
Broker
402 . 484 . 5333 – office Commercial Realty Group, LLC
402 . 484 . 6333 – fax 5505 Red Rock Lane, Suite 500
402 . 432 . 9914 – cell Lincoln, NE 68516
lbell@crgnebraska.net www.crgnebraska.net

COMMERCIAL REALTY GROUP LLC
Sales • Leasing • Management • Consulting

APA printed listing from the Internet on January 10, 2011; however, the property was listed as of December 16, 2010.

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(Continued)

3. Purchase of Building with Plan Assets (Continued)

The APA also identified the following additional expenditures as questionable expenses:

- \$11,145 for cleaning services provided by Teena Francis of Top Notch Cleaning between July 2009 and June 2010. Although invoices were on file for the services, a formal agreement documenting the rate of pay and frequency of the cleaning was not provided.
- \$4,509 for a reception desk from Contemporary Woods Furniture.
- \$4,295 to the SLEBC attorney at the time of the building's construction, for office furniture, including eight leather conference chairs, a side-by-side refrigerator, and a 42" big screen mounted television. Due to a lack of adequate documentation, it is impossible to determine whether the office furnishings purchased from the attorney were, in fact, components of the original office furnishings for which SLEBC had paid already.
- \$4,096 for three televisions, three DIRECTV satellite receivers (one HD/DVR receiver and two HD receivers) and installation, television remotes and batteries.
- \$4,033 for the conference room sound system, including surround sound speakers, subwoofer, Blu-ray DVD player, and installation.
- \$3,802 to Thomas Meola, SLEBC Board President at the time of the building's construction, for cubicles for the magazine office. Thomas Meola purchased these cubicles on a personal credit card and was reimbursed for the expense. The magazine is a production of STAN, not SLEBC.
- \$3,200 of decorations and artwork from Inspiring Spaces Design, Inc.
- \$2,600 for window blinds from Affordable Blinds.

Good internal control and sound business practices require that policies and procedures be in place to ensure expenditures are reasonable and necessary. Moreover, the use of health insurance funds to purchase or construct a lavish building is not a reasonable expenditure. As a result, we consider this finding to be a significant deficiency.

After the APA began its audit and questioning of SLEBC, the current Board President and SLEBC Attorney indicated they had turned over information regarding the land purchase and building construction to the Nebraska Attorney General for investigation. The APA recommends SLEBC continue to work with the Attorney General for a resolution of the serious issues related to SLEBC's use of tax sheltered health insurance contributions. In light of these issues, SLEBC may wish also to consult with the Internal Revenue Service regarding the tax sheltered status of this plan. Additionally, the State, as the employer, should immediately seek an advisory opinion from the U.S. Department of Labor regarding the applicability of ERISA to this plan. Finally, proper State oversight is needed to ensure that plan assets are used for the exclusive benefit of the plan, including reasonable and necessary expenses.

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COMMENTS AND RECOMMENDATIONS

(Continued)

3. Purchase of Building with Plan Assets (Concluded)

SLEBC Response: SLEBC acknowledges and generally agrees with the APA's observations and some of the APA's conclusions concerning the 2008 decision by SLEBC, with the guidance of its professional advisors, to invest health & dental Plan assets in land and to construct a building at 150 Northwest 40th Street. It shares the APA's concerns about individual expenses. SLEBC acknowledges its plans to sell the building. It has grave concern that purchase and construction of the building without an in-place, concrete, viable plan to make the building economically productive, constituted an unauthorized and imprudent investment of SLEBC funds.

No business plan, no investment objectives and no revenue projections for the building have been discovered. There does not appear, at this time, to have been an objective prudent investment basis for the building though inquiry about this point is ongoing.

SLEBC recognizes title to the real estate is not correctly held. It expects STAN to agree that all proceeds from the sale of the building will be paid to SLEBC and STAN will have no interest in the property. The building is titled this way because SLEBC's former legal counsel, perhaps in consultation with other independent contract or professional advisors, concluded title should be held this way. SLEBC agrees STAN should not hold the real estate or any interest in it.

SLEBC takes no position here concerning the Plan's ERISA or Governmental Plan status, but agrees that all ambiguity should have been, and should be, corrected or resolved with an opinion from the Federal Government or some other definitive process.

(Continued on Next Page)

STATE LAW ENFORCEMENT BARGAINING COUNCIL
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COMMENTS AND RECOMMENDATIONS

(Continued)

4. Lack of Cooperation and Board Oversight

Lack of Cooperation

In April 2010, shortly after the Legislative Performance Audit Committee authorized the APA to conduct – and, in fact, after preliminary work had already begun on – a performance audit relating to the cost of health insurance coverage for State employees, Mike Boyle approached the APA with concerns related to the questionable expenditure of funds entrusted to SLEBC for health insurance purposes. Since that time, however, SLEBC’s officers have displayed a marked reluctance to cooperate with the APA’s efforts to carry out the recent audit, as the timeline below illustrates:

Timeframe	Description
May/June 2010	The APA contacted the State Patrol administrative offices to obtain the name of a contact for the SLEBC health insurance plan. The State Patrol staff referred the APA to Harvey Wiltsey.
June 2010	The APA emailed a list of questions to Harvey Wiltsey.
July 14, 2010	Mike Boyle called the APA to explain that the situation between SLEBC and Harvey Wiltsey was complex. Lawsuits have been filed and attorneys are involved.
July 27, 2010	After several unanswered requests for information, the APA received a response to the initial request.
August 23, 2010	Mike Boyle provided the APA with detailed claims files he received from the third party administrator, Meritain. Both prescription and medical claims data were made available to the APA.
August 30, 2010	The APA sent Mike Boyle an email message indicating the difficulty in obtaining from SLEBC basic financial data necessary to perform the audit.
September 3, 2010	The APA requested again the assistance of Mike Boyle in obtaining the requested financial information. Mike Boyle responded, “As I said at the meeting, we want to cooperate with you fully.” At the same time, he questioned the APA’s authority to access the financial records requested due to HIPAA confidentiality requirements. Mike Boyle indicated he would not provide access to the <i>financial</i> records because of a disagreement between the Governor and the Director of DAS with the State Auditor over access to HIPAA records. Mike Boyle stated, “We need to slow down and see how this disagreement is resolved.”
September 3, 2010	The APA provided Mike Boyle with the relevant statutes regarding the APA’s access to records.
September 17, 2010	The APA sent a formal letter to Mike Boyle requesting any and all financial records related to SLEBC’s health insurance program.
October 12, 2010	The APA spoke with SLEBC’s current CPA, Mark Lynch, of Blackman and Associates, who indicated he was preparing a non-disclosure agreement for access to the financial records.
October 15, 2010	The APA received the non-disclosure agreement from Mike Boyle, which indicated in Section 2.11, as a prerequisite to the release of financial records, that the APA would agree to “ <i>hold SLEBC Harmless from any and all litigation and/or claims made by a member of SLEBC who alleges damage of any kind as a result of the audit being conducted by the Auditor.</i> ”
November 5, 2010	The APA provided Mike Boyle with a revised non-disclosure agreement.
November 14, 2010	Mike Boyle responded that the revised non-disclosure agreement was “reasonably good” but that SLEBC’s members did not want anyone to see their health-related information. Mike Boyle added, “We have not wavered in our desire to cooperate in completing an audit.”
November 15, 2010	The APA reminded Mike Boyle that he had already provided the APA with every prescription and medical claim incurred by every member of SLEBC’s health insurance plan and what the APA was currently requesting was financial data related to the plan. Mike Boyle and Brian Petersen agreed to attend a meeting at the APA’s office.
November 16, 2010	The APA provided notification that a financial audit would be initiated, in addition to the performance audit authorized by the Legislature. The APA also emailed Mike Boyle, expressing frustration with the continuous delays in obtaining the requested information. Mike Boyle responded, “We are still committed to full disclosure - except the names/illnesses of our members.” Limited information began flowing to the APA at this point.
November 23, 2010	The APA held an entrance conference meeting regarding the financial audits of the State’s four health insurance plans (State, University, State Colleges, and SLEBC). No one from the State Patrol or SLEBC attended.

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COMMENTS AND RECOMMENDATIONS

(Continued)

4. Lack of Cooperation and Board Oversight (Continued)

Despite Mike Boyle's repeated assurances of full cooperation, the trail of events disclosed above reveals a concerted effort by SLEBC to impede the audit's progress by unnecessarily delaying or even outright refusing, compliance with the APA's request for important financial documentation and other relevant financial information.

Generally accepted attestation standards require the auditors to obtain, among other things, certain representations from management to reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Included is the confirmation that management has made available to the APA all financial and accounting records and related data. On February 4, 2011, the APA provided **Attachment J** to SLEBC's management, so they could confirm the representations contained therein. Mike Boyle provided the following response:

<p>From: Mike Boyle Sent: Thursday, February 17, 2011 3:51 PM To: Janssen, Cindy Subject: RE: Management representation letter for SLEBC audit</p> <p>Cindy: After careful consideration, I have advised my clients not to sign the letter.</p> <p>Michael Boyle Attorney at Law Michael Boyle, P.C., L.L.O. 1106 Howard Street Suite 6 Omaha, Nebraska 68102-2821 402-686-1000</p>	<p>Note: This refers to SLEBC's representation letter. See Attachment J.</p>
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Furthermore, there has been significant turnover among SLEBC personnel, including Board members, staff, consultants, and legal counsel. To obtain a better understanding of some of the issues addressed in this report, the APA attempted to contact both former and current SLEBC officers and employees.

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COMMENTS AND RECOMMENDATIONS
(Continued)

4. Lack of Cooperation and Board Oversight (Continued)

The following is a listing of the individuals who were unresponsive to the APA's inquiries regarding the SLEBC health insurance program:

Name	Title	Contact Information
Harvey Wiltsey	Former Plan Insurance Consultant	At the request of his attorney, Robert Laubenthal of the Smith Peterson Law Firm, the APA sent a list of questions for Harvey Wiltsey. Mr. Wiltsey's attorney responded that his client declined to respond due to pending litigation.
Keith Schmidt	Former Agent of Record	The APA received a call from attorney Alan Mackiewicz indicating that Keith Schmidt would not be responding to our questions due to potential litigation.
Vince Valentino	Former Legal Counsel	Vince Valentino was willing to speak with the APA if the SLEBC Board would first adopt a resolution to waive attorney client privilege. Vince Valentino indicated also that he might have relevant records that could prove helpful to the audit. On January 18, 2011, the APA contacted Brian Petersen and Jeremy Strack regarding Vince Valentino's communication. The APA received the following response from Brian Petersen on January 19, 2011: "SLEBC and the State Troopers Association will not waive attorney-client privilege with Mr. Valentino at this time."
Adam Matzner	Current SLEBC Board Member	The APA attempted to contact him with no response.

On February 21, 2011, Harvey Wiltsey's attorney contacted the APA and indicated that Mr. Wiltsey was willing to discuss his knowledge of SLEBC operations as long as SLEBC would not hold him liable for the information. The APA then contacted the SLEBC president and treasurer. SLEBC responded that Harvey Wiltsey could only be interviewed if he was sworn in as a witness and other parties were involved. See emails that follow:

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(Continued)

4. **Lack of Cooperation and Board Oversight** (Continued)

From: David Domina
Sent: Tuesday, February 22, 2011 2:56 PM
To: Foley, Mike; Petersen, Brian; Strack, Jeremy
Cc: Mike Boyle; dlaubenthalc@aol.com
Subject: RE: SLEBC - Harvey Wiltsey

Mr. Foley:

After consultation with Brian Petersen and Mike Boyle, I have been asked to respond for SLEBC to your email received yesterday at 2 pm. SLEBC believes an interview with Mr. Wiltsey is appropriate under certain conditions, and consents to an interview on this basis:

- 1 Mr. Wiltsey must be sworn as a witness. The interview must be given in Nebraska.
- 2 A verbatim court reporter record of the interview must be made.
- 3 A SLEBC representative (most probably me) must be permitted to attend and supplement your questions with additional questions.
- 4 The Attorney General's Office may attend and participate if it so chooses.
- 5 SLEBC cannot give any release or advance covenant to Mr. Wiltsey that there will be no repercussions from the statements he makes. Only the Attorney General's Office could grant immunity to the witness against proceedings under the Nebraska Criminal Code, if any. SLEBC cannot give an advance release of unknown claims that might arise from false statements by the witness. Releases of future liabilities are seldom upheld in court, and in this case SLEBC owes it to its members and Health Plan insured's to investigate the facts before relinquishing any rights.
- 6 SLEBC will consider privilege issues if they arise during the interview and its representative (again probably me) will be empowered to waive any assertion of privilege that might arise. The nature of the privilege Wiltsey might assert is of interest. He is not known to claim to have acted on SLEBC's behalf as a practicing lawyer, physician, psychotherapist, religious advisor, and there is obviously no spousal privilege. No secrets of state privilege appears to apply. There are no trade secrets at issue and no political vote will come into question. These are all the privileges that appear in Neb Rev Stat Ch 27 Art 5, Sec 501 et seq. Privilege questions are highly unlikely to come up.
- 7 We will be eager to schedule the interview of Wiltsey with your office and join you in the effort.

David A. Domina, Lawyer
DOMINALAW Group pc llc
www.dominalaw.com
402 493 4100

From: Foley, Mike [mailto:mike.foley@nebraska.gov]
Sent: Monday, February 21, 2011 2:00 PM
To: Petersen, Brian; Strack, Jeremy
Cc: Mike Boyle; David Domina; Jason Bottlinger; Peggy Ryan; dlaubenthalc@aol.com
Subject: SLEBC - Harvey Wiltsey

Robert Laubenthal, attorney for Harvey Wiltsey contacted me today and indicated that Mr. Wiltsey is willing to have a conversation with my office regarding his knowledge of SLEBC operations during his period of service with SLEBC. Such conversation would not include any discussion regarding wage and benefits negotiations with the State but would be limited to issues associated with the administration of the health insurance program and the use of funds for the program.

Mr. Wiltsey's willingness to speak with my office is important to our complete understanding of the issues raised in our report.

Therefore, this is to request that SLEBC agreed to allow Mr. Wiltsey to communicate with my office regarding the above matters and that SLEBC will not hold Mr. Wiltsey liable for the disclosure of information to my office.

I look forward to receiving your response to this request.

Mike Foley
Nebraska State Auditor
PO Box 98917
State Capitol
Lincoln, Nebraska 68509
(402) 471-2111
email: Mike.Foley@nebraska.gov

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COMMENTS AND RECOMMENDATIONS

(Continued)

4. Lack of Cooperation and Board Oversight (Continued)

The extent of SLEBC's unwillingness to cooperate with the audit is revealed by the following email message sent from Brian Petersen to a representative of U.S. Bank. The message was sent soon after the APA had requested access to financial records supporting credit card charges paid for by SLEBC with health insurance funds:

From: Petersen, Brian
Sent: Thursday, December 23, 2010 1:09 PM
To: derek.kuns@usbank.com
Cc: Strack, Jeremy; Mike Boyle
Subject: RE: Check Images - revised

Derek,

Good afternoon. Mr. Foley was given permission for several check images which were provided to him. His request has expanded significantly beyond the initial request.

Additionally, Mr. Foley was provided ACH transaction information in which Mr. Foley never had permission to access. The banking numbers below in the previous email beginning in "4798" belong to STAN-State Troopers Association of Nebraska.

Please discontinue further transmittal of internal banking information, inclusive of ACH, to Mr. Foley. He does not have, nor has ever had permission to access or view State Troopers Association-STAN banking information of which the account numbers in the previous correspondence reflect.

The scope of his audit is the SLEBC health and benefits plan.

Have a great holiday.

Sincerely

Brian Petersen
State Law Enforcement Bargaining Counsel
State Troopers Association of Nebraska

Note: *It is important to note that the APA sought to examine records pertinent to STAN's credit cards only because certain charges on those cards were paid from SLEBC health insurance funds.*

Board Oversight

Members of the SLEBC Board have historically relied on paid professionals to administer the health insurance plan. Nevertheless, as the plan's fiduciaries, SLEBC Board members bear ultimate responsibility for all management decisions. It is apparent that the SLEBC Board has lacked proper oversight of its paid professionals. For instance, SLEBC did not have written contracts with its former associates, Harvey Wiltsey, Keith Schmidt, or Sue Bell. Currently,

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COMMENTS AND RECOMMENDATIONS

(Continued)

4. Lack of Cooperation and Board Oversight (Continued)

Maria Manning is working for the Board without a written contract or job description. Other areas of concern include:

- SLEBC either held no Board meetings between October 9, 2008, and December 3, 2009, or failed to keep records of such meetings. According to Article V of its own constitution and bylaws, adopted January 4, 1991, “Meetings of the Board of Directors shall be held quarterly at a place and time determined by the President.”
- One individual was responsible for all of SLEBC’s office operations, including opening the mail, writing checks on bank accounts, recording receipts, entering the detail into the accounting system, and reconciling bank statements. Though periodically reviewing reports prepared by this individual, the Board did not perform detailed reviews of accounting transactions. Similarly, there was not a proper segregation of duties to prevent either fraud or errors likely to remain undetected by the Board.
- SLEBC has not adopted a formal process for establishing monthly premium amounts. In addition to failing to have an actuarial analysis performed, SLEBC maintained no other documentation to support how annual premiums were calculated for each benefit class. Similarly, SLEBC lacked documentation regarding the amount of reserves to be maintained.
- SLEBC allowed its former third party administrator, Meritain, to draw directly upon the SLEBC bank account without either prior or subsequent Board approval. These transactions include the writing of over 1,000 checks per month to pay for claims incurred by SLEBC members. SLEBC relied on its third party administrator or other contractors to ensure that claims paid using SLEBC health insurance funds were for eligible employees and services. However, because SLEBC is self insured and, therefore, self funded, neither an administrator nor a contractor has any financial incentive to ensure the eligibility of claims paid. Harvey Wiltsey declined the APA’s request to be interviewed, or to answer a list of questions sent to him, regarding what, if any, procedures were actually performed on claims paid. In fact, the APA obtained a listing of all claims paid by Meritain during fiscal year 2010 and noted 1,833 claims, representing \$1,853,824 paid by SLEBC, lacked a procedure code to describe the medical service performed. For the claims with no CPT codes, the APA analyzed the benefit service code description and noted several which should have been accompanied by a CPT code, such as physical therapy and the hospital miscellaneous claims. Without CPT codes, neither the consultant nor SLEBC is able to determine whether services paid for are eligible under the plan. As noted in the background section, the APA did not perform audit procedures for the individual claims paid. Thus, the veracity of the CPT codes, medical facilities, physicians, or the amounts charged were not audited or confirmed.

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(Continued)

4. Lack of Cooperation and Board Oversight (Continued)

Claims With CPT Code or No CPT Code with Benefit Service Code Description	Claims	Percent of Claims	Amount Paid	Percent of Amount
With CPT Code	42,931	95.91%	\$3,457,492	65.10%
No CPT - BC - Hospital Misc	579	1.29%	\$1,107,876	20.86%
No CPT - BC - Room and Board BC	113	0.25%	\$ 334,770	6.30%
No CPT - BC - Facility Fee O/P	228	0.51%	\$ 140,513	2.65%
No CPT - BC - Outpatient Surgical Facility	80	0.18%	\$ 92,406	1.74%
No CPT - BC - Convalescent/Extended Care Fac	31	0.07%	\$ 75,075	1.41%
No CPT - BC - Intensive Care	9	0.02%	\$ 52,364	0.99%
No CPT - BC - Emergency Room	133	0.30%	\$ 33,797	0.64%
No CPT - BC - Anesthesia -I/P	8	0.02%	\$ 7,689	0.14%
No CPT - BC - Mental Nervous - Inpatient	2	0.00%	\$ 3,975	0.07%
No CPT - BC - Physical Therapy	27	0.06%	\$ 2,653	0.05%
No CPT - BC - Maternity Care	22	0.05%	\$ 2,594	0.05%
No CPT - BC - Hospice Care	2	0.00%	\$ 2,160	0.04%
No CPT - BC - Mental Nervous - O/P	1	0.00%	\$ 2,154	0.04%
No CPT - BC - Misc Benefits - Phys Office	9	0.02%	\$ 471	0.01%
No CPT - BC - Accalternate Eident	2	0.00%	\$ 337	0.01%
No CPT - BC - O/P Hospital Dr. Visit -1st Lev	1	0.00%	\$ 90	0.00%
No CPT - BC - Major Medical	1	0.00%	\$ 78	0.00%
No CPT - BC - Non-eligible Amounts	344	0.77%	\$ 0	0.00%
No CPT - with no SLEBC payment	128	0.29%	\$ 0	0.00%
No CPT- Claims with Reversing Entries(some were for prior year claims)	113	0.25%	\$ (5,178)	-0.10%
No CPT Code	1,833	4.09%	\$1,853,824	34.90%
Total All Claims	44,764	100.00%	\$5,311,316	100.00%

Note: The total amount paid represents the amount paid from the Meritain claims file. There is a timing difference between the date paid by Meritain and when the claims were entered by SLEBC into their accounting system. For the financial statement in this report, the claims amount is taken from the accounting system.

- SLEBC adopted no written policies or procedures to govern the administration of its health insurance program. Moreover, due to an absence of procedural manuals describing the day-to-day operations of the program, any staff turnover would pose a difficult transition. SLEBC also lacked guidelines for the appropriate use of its business credit cards.
- The SLEBC Board did not approve certain health insurance agreements for 2009-2010. The agreements were signed by Harvey Wiltsey on SLEBC's behalf and include the administrative services agreement with Meritain and the stop loss insurance agreement with HCC Life Insurance Company (HCC).
- SLEBC did not ensure that all purchases made using health insurance funds were reasonable and necessary. In some cases, STAN credit card purchases were paid for with SLEBC health insurance funds. There was not adequate documentation to support \$11,368 of the \$18,311 in related credit card charges. See **Schedule C** for a complete listing of credit card charges. Furthermore, SLEBC did not maintain proper support for an additional \$72,168 in payments for miscellaneous expenses, including administration fees, furniture, and office expenses. See **Schedule D** for a complete listing of these

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(Continued)

4. Lack of Cooperation and Board Oversight (Continued)

expenses. SLEBC also failed to maintain the detail billing reports from Meritain for July through December 2009 and for February and March 2010. These reports document fees charged for each member. Without an adequate review of these reports, SLEBC is unable to determine if amounts charged by its third party administrator are in accordance with terms of its agreement.

- SLEBC allowed its office manager to authorize checks with stamps that reproduced the signatures of the Board President and Treasurer; however, no review was performed to ensure that the signature stamps were used to authorize only appropriate expenditures.

A good system of internal controls includes adequate monitoring by the Board, supported by formal policies and procedures, to ensure that the SLEBC health insurance program is functioning as intended and in the best interest of the members. As a result, we consider this finding to be a significant deficiency.

We recommend that proper Board oversight be implemented to improve the transparency of SLEBC's health insurance plan, which would include:

- Improving its documentation and retention of meeting minutes and support for all expenses, while also improving its monitoring of the health insurance funds to ensure errors or irregularities are detected by management;
- Implementing proper monitoring of accounting records and bank accounts to ensure a proper segregation of duties;
- Considering an actuarial analysis of its plan to ensure its soundness and to set premiums;
- Developing written policies and procedures for governing SLEBC's day-to-day operations;
- Approving all health insurance contracts and agreements in regular Board meetings; and
- Monitoring the use of signature stamps to ensure that all checks are for both appropriate amounts and necessary expenses.

***SLEBC Response:** Harvey Wiltsey and Vince Valentino, independent consultants, were allowed to "run" SLEBC in many aspects before 2009. The lack of controls, procedures, and the undisciplined circumstances at SLEBC appear to be the result of nearly total reliance by past SLEBC Boards and Officers on these two persons. Too often, they seem to have made decisions that the Board and Officers approved with little insight input. These problems are being corrected by replacing consultants, implementing procedures and educating the Board and Officers about their duties.*

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(Continued)

4. Lack of Cooperation and Board Oversight (Concluded)

SLEBC Response (Continued): SLEBC's Board agrees the absence of written contracts with former independent contractors Wiltsey, Schmidt, and Bell were inappropriate. SLEBC now has, or is making immediate plans to develop, job descriptions for persons in positions like the one occupied by Mr. Schmidt, and Mr. Wiltsey, and by all SLEBC consultants.

SLEBC is considering written policies and procedures to govern administration of its health insurance program.

SLEBC has discontinued uncontrolled facsimile signatures on checks to authorize claims. SLEBC will allow its office manager to authorize checks with facsimile signatures only after review procedures specifically approving claims for this process, or its officials will sign checks directly.

SLEBC agrees that credit cards pose a cash controls danger and require vigilant oversight and limited uses to avoid problems.

5. Stop Loss Insurance

During the period tested, SLEBC paid almost \$222,000 in claims that might have been eligible for reimbursement under the stop loss insurance contract. However, SLEBC lacked adequate procedures to ensure that all claims eligible for stop loss coverage were properly reimbursed in accordance with the terms of the stop loss contract.

As noted in the background section of this report, SLEBC purchased stop loss insurance coverage to minimize the risk posed by large claims, both individually and collectively, to the solvency of the plan. Whenever the cost of a single claim, or combination of smaller claims, equals the specific deductible amount established in the contract, stop loss coverage commences, and 100% of the eligible expenses are reimbursed to the program. The specific stop loss deductible for 2009 was \$75,000, which included covered expenses incurred from January 1, 2008, through December 31, 2009, and paid during calendar year 2009. See **Attachment H** for a copy of the 2009 stop loss application with HCC.

On December 15, 2010, Mike Boyle sent a letter to Meritain on behalf of SLEBC to express concerns over the handling of re-insurance claims. The letter indicated claims totaling \$299,130.83 were incurred in 2009 but not paid until 2010. The APA requested the details of this information and asked how SLEBC had arrived at the amount; however, SLEBC refused to provide the details.

The APA reviewed claims paid during 2009 to ascertain whether SLEBC received the correct amount of reimbursement from the stop loss insurance. The APA also reviewed claims incurred during 2009 that were paid after January 1, 2010, to ensure that those claims were being

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(Continued)

5. Stop Loss Insurance (Continued)

processed timely and covered under the appropriate stop loss contract. The APA considers claims incurred prior to December 21, 2009, reasonably capable of having been paid by the end of calendar year 2009.

To obtain the data needed for the stop loss coverage review, the APA first requested and received the Meritain claims detail from SLEBC's legal counsel. Having been accumulated on a fiscal year accounting basis, however, that information covered only the period from July 1, 2009, through June 30, 2010. Therefore, in order to review claims paid from January 1, 2009, through June 30, 2009, the APA also acquired the general ledger data from SLEBC's Peachtree accounting software.

Three individuals met the \$75,000 stop loss deductible during 2009, and another individual would have reached it had claims incurred during 2009 been paid in that same year. The APA compared the claims paid to the amounts reimbursed by SLEBC's stop loss insurance coverage to identify all claims covered under the stop loss insurance. As a result, it appears an additional \$221,919 in claims paid by SLEBC were eligible for, but did not receive, stop loss reimbursement from HCC, as follows:

	Claims paid between 1/1/09 and 6/30/09 from Peachtree	Claims Paid between 7/1/09 and 12/31/09 from Meritain	Claims incurred prior to 12/21/09 and paid on or after 1/1/2010	Total	Amount SLEBC is responsible for per stop loss agreement	Variance or Amount Eligible for Stop Loss	Reimbursed to SLEBC from stop loss insurance	Paid by SLEBC that may have been eligible for stop loss
Individual #1	\$ 0	\$ 115,145	\$ 103,795	\$ 218,940	\$ 75,000	\$ 143,940	\$ 40,670	\$ 103,270
Individual #2	\$ 150,897	\$ 523,859	\$ 5,440	\$ 680,196	\$ 75,000	\$ 605,196	\$ 527,991	\$ 77,205
Individual #3	\$ 24,274	\$ 1,591	\$ 92,719	\$ 118,584	\$ 75,000	\$ 43,584	\$ 10,106	\$ 33,478
Individual #4	\$ 58,024	\$ 100,501	\$ 10,324	\$ 168,849	\$ 75,000	\$ 93,849	\$ 85,883	\$ 7,966
Total	\$ 233,195	\$ 741,096	\$ 212,278	\$ 1,186,569	\$ 300,000	\$ 886,569	\$ 664,650	\$ 221,919

Note: The Peachtree claims paid from January 1, 2009, through June 30, 2009, do not include prescription claims paid, as the detail of each prescription claim was not broken down by individual. SLEBC recorded only the total prescription claims paid to Medtrak.

Some common issues noted with regard to the four individuals referenced above are: the stop loss coverage did not start once an individual reached his or her \$75,000 deductible during 2009; and a significant amount of claims incurred during 2009 were not paid until 2010.

The following is a brief description of the stop loss claims history for each of the above four individuals. See **Schedule E** for a listing of all claims and reimbursements for them.

- **Individual #1:** SLEBC paid the first \$75,000 in claims, and the remaining 2009 claims were reimbursed by HCC. However, SLEBC paid \$103,270 during calendar year 2010 for claims that were incurred prior to December 21, 2009.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

5. Stop Loss Insurance (Concluded)

- **Individual #2:** SLEBC paid \$146,765 in claims during 2009 before the stop loss coverage began. This individual also had \$5,440 in claims paid during calendar year 2010 that were incurred prior to December 21, 2009.
- **Individual #3:** SLEBC paid \$25,865 in claims during 2009; however, SLEBC paid \$92,719 during calendar year 2010 for claims that were incurred prior to December 21, 2009.
- **Individual #4:** SLEBC paid \$10,324 during calendar year 2010 for claims that were incurred prior to December 21, 2009.

The claims incurred prior to December 21, 2009, could have reasonably been paid in 2009 and should not have been carried over to 2010, thus affecting the amount received from the stop loss insurance carrier. SLEBC lacked adequate procedures to ensure the obligations included in the stop loss application were met. Additionally, SLEBC failed to monitor the claims paid to ensure the correct amount of reimbursements were received through the stop loss insurance provider. As noted in other comments, the SLEBC Board has relied on paid professionals to ensure the stop loss insurance was handled correctly.

A system of internal controls includes adequate monitoring by the Board and SLEBC staff to ensure that contractual obligations are being met and serve the best interest of the members. When these agreements are not monitored, there is an increased risk for loss or misuse of plan funds. As a result, we consider this finding to be a significant deficiency.

We recommend the State implement a proper oversight of the plan, including procedures to monitor the stop loss agreements entered into on the plan's behalf. This should entail reviewing on a regular basis the total claims paid to covered members to determine if an individual has reached his or her stop loss deductible. We also recommend SLEBC work with Meritain and HCC to ensure the issues noted above, as well as any others, are addressed appropriately, and SLEBC receives the total amount of reimbursement due to the plan.

SLEBC Response: *SLEBC is aware of the failures committed by its previous independent consultants to secure payment for stop losses by timely submissions to its reinsurance company. It is actively claiming to seek reimbursement from those losses from persons responsible. The Benefits Group, Inc. has studied this subject and is prepared to furnish information to substantiate the losses. SLEBC expects to attempt to make a recovery from the reinsurance carrier, while simultaneously pursuing independent contractor fiduciaries responsible for the losses. SLEBC's corrective steps will include internal controls to assure tracking of claims and their submission to these stop loss reinsurance carrier.*

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

6. No Consultant Contract

As noted in the background section of this report, SLEBC retained the services of Harvey Wiltsey to administer the plan. In addition to a monthly salary for providing administrative services, Harvey Wiltsey received compensation from SLEBC as its chief labor negotiator with the State of Nebraska. As program consultant, Harvey Wiltsey negotiated and signed agreements with the third party administrator and stop loss insurance provider on behalf of SLEBC. As the chief negotiator, Harvey Wiltsey served as the bargaining agent for SLEBC from 1995 through the 2009-2011 labor contract negotiations. Current SLEBC members have acknowledged, however, that all business agreements between SLEBC and Harvey Wiltsey were verbal, and there were no written contracts outlining with specificity the services that he was to provide or the parameters within which he was expected to operate.

SLEBC's accounting system listed the following payments to Harvey Wiltsey related to the services provided (does not include expenses reimbursed to Harvey Wiltsey):

Bank Account	Date	Check Number	Transaction Description	Amount
SLEBC CHECKING	7/8/09	3922	Harvey Wiltsey - 400900 Monthly Negotiator Fee	\$ 1,250
SLEBC CHECKING	8/11/09	3929	Harvey Wiltsey - 400900 Monthly Chief Negotiator Fee	\$ 1,250
SLEBC CHECKING	9/8/09	3935	Harvey Wiltsey - 400900 Monthly Negotiator Fees	\$ 1,250
SLEBC CHECKING	10/9/09	3948	Harvey Wiltsey - 400900 Monthly Chief Negotiator Fee	\$ 1,250
SLEBC CHECKING	11/9/09	4003	Harvey Wiltsey - 400900 Monthly Chief Negotiator Fee	\$ 1,250
SLEBC CHECKING	12/10/09	4012	Harvey Wiltsey - 400900 Chief Negotiator Monthly Fee	\$ 1,250
SLEBC CHECKING	1/11/10	4018	Harvey Wiltsey - 400900 Monthly Chief Negotiator Fees	\$ 1,250
SLEBC CHECKING	2/8/10	4025	Harvey Wiltsey - 400900 Chief Negotiator Monthly Fee	\$ 1,250
SLEBC CHECKING	3/11/10	9001	Harvey Wiltsey - 400900 Chief Negotiator Monthly Fee	\$ 1,250
SLEBC CHECKING	4/15/10	9004	Harvey Wiltsey - 400900 Monthly Chief Negotiator Fee	\$ 1,250
SLEBC CHECKING	5/12/10	9007	Harvey Wiltsey - 400900 Monthly Chief Negotiator Fee	\$ 1,250
SLEBC CHECKING	6/11/10	9012	Harvey Wiltsey - 400900 Chief Negotiator Monthly Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	7/8/09	1046	Harvey Wiltsey - 560700 Monthly ADMIN Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	8/11/09	1048	Harvey Wiltsey - 560700 Monthly H.I. Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	9/8/09	3946	Harvey Wiltsey - 560700 Monthly Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	10/9/09	1050	Harvey Wiltsey - 560700 Monthly Health Insurance Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	11/9/09	1054	Harvey Wiltsey - 560700 Monthly H.I. Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	12/10/09	1057	Harvey Wiltsey - 560700 Monthly H.I. Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	1/11/10	1061	Harvey Wiltsey - 560700 Monthly H.I. Administration Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	2/8/10	1064	Harvey Wiltsey - 560700 Monthly Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	3/11/10	9000	Harvey Wiltsey - 560700 Monthly Health Ins Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	4/15/10	9002	Harvey Wiltsey - 560700 Monthly Health Ins Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	5/12/10	9004	Harvey Wiltsey - 560700 Monthly Health Ins Admin Fee	\$ 1,250
SLEBC H.I. ADMINISTRATION	6/11/10	9006	Harvey Wiltsey - 560700 H. I. Administrator Monthly Fee	\$ 1,250
Total Fees Paid to Harvey Wiltsey				\$ 30,000

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

6. No Consultant Contract (Continued)

Likewise, there was no written agreement with Natalie Chapman, who served as the processor of SLEBC's flexible spending accounts, at a fee of \$250 per month. Ms. Chapman is Harvey Wiltsey's wife. Ms. Chapman was paid \$3,000 from the Health Insurance Administration Account between July 1, 2009, and June 30, 2010.

In agreements negotiated by Harvey Wiltsey, the address for SLEB's headquarters, which is located in Lincoln, Nebraska, was listed as his own home address in Bellevue, Nebraska. With all resulting written communications being sent directly to Harvey Wiltsey's personal residence, the SLEBC Board was largely unfamiliar with the material details of claims, contracts, invoices, and other plan documentation unless specifically requested or otherwise provided.

On January 11, 2010, Harvey Wiltsey filed a complaint with the District Court of Lancaster County, alleging defamation, breach of the right to privacy, and age discrimination against SLEBC and its directors. An amended complaint was filed on January 19, 2010. Among other things, those documents allege that SLEBC officers accused Harvey Wiltsey of taking money "under the table" and being "a crook." Following a successful Motion to Dismiss by the defendants, a second amended complaint was filed on August 4, 2010. In their answer to the second amended complaint, SLEBC and its directors denied Harvey Wiltsey's allegations. A hearing on a motion for summary judgment has been scheduled for March 28, 2011. Despite his legal dispute with SLEBC, Harvey Wiltsey continued to serve as that organization's plan consultant through the end of fiscal year 2010.

On September 10, 2010, SLEBC and the SLEBC Employee Health and Dental Care Plan filed a complaint for replevin and damages against Harvey Wiltsey in the District Court of Sarpy County, seeking to recover possession of certain records allegedly retained by him after being terminated as an consultant for SLEBC. In his answer, filed on October 8, 2010, Harvey Wiltsey denied having acted as an insurance consultant for, as well as having been terminated from his contract with SLEBC. Harvey Wiltsey claimed also that many of the records in question were being held at his attorney's office, following SLEBC's earlier refusal to accept delivery of them. On January 24, 2011, after being informed of "a receipt executed by his [Harvey Wiltsey's] lawyer of record on his behalf, that all documents known to be in the Defendant's possession were returned to SLEBC's lawyers," the court sustained Plaintiff's Motion for Leave to Dismiss Litigation without Prejudice.

When one individual is granted summary authority, absent the constraints of either the terms of a written agreement or regular Board oversight and approval, to serve in a representative capacity in negotiating and consenting to contracts and other legally binding documents, there is an increased risk that unallowable transactions may occur. This results in a lack of good internal controls. As a result, we consider this finding to be a significant deficiency.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

6. No Consultant Contract (Concluded)

We recommend a proper oversight of the plan be implemented by SLEBC and the State, including procedures to monitor contracts and agreements entered into on the plan's behalf.

SLEBC Response: SLEBC has eliminated risks that are inherent in engaging consultants without written contracts by adopting a policy of refraining from doing so.

7. Ineligible Participants and Claim Payments

SLEBC lacked adequate procedures to ensure claims paid were only for eligible participants. As previously noted, the third party administrator directly accessed SLEBC's bank account, without any oversight whatsoever, for the payment of claims. SLEBC paid \$74,309 in medical and prescription claims for ineligible participants during fiscal year 2010.

Members of SLEBC used manual forms during open enrollment to select coverage options and identify covered spouses and dependents. These forms were then sent to the consultant or third party administrators, without being maintained by SLEBC. The dependent information for SLEBC members was not maintained in the State's accounting system, as it is for all other State employees.

SLEBC members and the State pay the health insurance premiums a month in advance. For example, premiums withheld from members' pay in January are used for health insurance coverage in February. When a member terminates from employment, or otherwise becomes ineligible for insurance coverage, these prepaid premiums should be refunded to the member and the State. As provided on Page 28 of SLEBC's "Plan Document and Summary of Plan Description" for its Health and Dental Insurance plan:

"Employee coverage terminates on the earliest of the following dates . . . (2) The last day of the calendar month in which the covered employee ceases to be in one of the eligible classes. This includes death or termination of active employment of the covered employee. (3) The last day of the calendar month in which the retired employee's coverage terminates."

The APA performed two separate tests to ensure the eligibility of claims paid. First, the APA ascertained the number of members who terminated employment during the fiscal year to determine if health insurance coverage was properly terminated in the month the employment ended. A total of twelve members ended employment during fiscal year 2010. The coverage for nine members was not properly terminated; therefore, premiums were paid by the member and the State that should have been refunded. Additionally, ineligible claims were paid for five of the nine members. See detail below:

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS
(Continued)

7. Ineligible Participants and Claim Payments (Continued)

Agency	Name	Improper Premiums Paid		Improper Claims Paid	APA Notes
		EE Portion	ER Portion		
Employees with Coverage after Termination Date					
Fire Marshal	Individual 5	\$ 239.40	\$ 900.60	\$ 2,986.39	Coverage continued after employment terminated. Coverage should have terminated in October 2009. Medical and prescription claims were paid in November 2009 (\$2,437.36) and prescription claims were incurred through June 2010 (\$549.03).
State Patrol	Individual 6	\$ 194.24	\$ 730.76	\$ 700.29	Coverage continued one month after employment terminated.
State Patrol	Individual 7	\$ 169.06	\$ 635.96	\$ 172.56	Coverage continued one month after employment terminated.
State Patrol	Individual 8	\$ 169.06	\$ 635.96	\$ 121.50	Coverage continued one month after employment terminated.
State Patrol	Individual 9	\$ 194.24	\$ 730.76	\$ 80.00	Coverage continued one month after employment terminated.
State Patrol	Individual 10	\$ 0.00	\$ 257.54	\$ 0.00	Coverage should have ended in July 2009, when the employee terminated; however, the member remained covered through COBRA. The State should not have paid the employer's portion for August coverage, as it should have been paid by the employee under COBRA.
Game & Parks	Individual 11	\$ 68.40	\$ 257.54	\$ 0.00	Coverage continued one month after employment terminated.
Game & Parks	Individual 12	\$ 194.24	\$ 730.76	\$ 0.00	Coverage continued one month after employment terminated.
State Patrol	Individual 13	\$ 194.24	\$ 730.76	\$ 0.00	Coverage continued one month after employment terminated.
Total		\$1,422.88	\$ 5,610.64	\$ 4,060.74	

For the second test, the APA compared the incurred dates of SLEBC medical claims to the premiums paid by members to ensure all members, whether active, COBRA, or retirees, were eligible to receive the medical services paid by the SLEBC program. The APA noted that SLEBC lacked procedures to ensure individuals with COBRA or retiree coverage had properly paid the premiums due before their claims were satisfied. Again, claims were paid on behalf of individuals who did not have eligible coverage under SLEBC's program, as noted below:

- One individual did not pay the proper amount of retiree premiums to be eligible for coverage. The individual was initially covered as the spouse of a Fire Marshal retiree. When the Fire Marshal retiree became eligible for Medicare, his spouse remained eligible for coverage and was responsible for the entire premium amount. However, the correct

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

7. Ineligible Participants and Claim Payments (Continued)

premiums were not paid. The table below shows the actual and correct premiums that should have been paid. This member incurred \$68,837 in medical claims during November and December 2009:

Actual Premium		Correct Premium		Notes
Coverage Month	Total	Coverage Month	Total	
Jul-09	\$ 805	Jul-09	\$ 805	2/4 party coverage
Aug-09	\$ 805	Aug-09	\$ 805	2/4 party coverage
Sept-09	\$ 805	Sept-09	\$ 326	Spouse became Medicare eligible; coverage changed to single
Oct-09	\$ 0	Oct-09	\$ 326	Single coverage
Nov-09	\$ 0	Nov-09	\$ 326	Single coverage
Dec-09	\$ 0	Dec-09	\$ 326	Single coverage
Jan-10	\$ 222	Jan-10	\$ 375	Single coverage
Feb-10	\$ 375	Feb-10	\$ 375	Single coverage
Total	\$3,012	Total	\$3,664	
Underpaid \$652				Two months (\$326 x 2) of single coverage were not paid

- One member had claims paid for services incurred prior to the coverage date. Because he was on extended leave, the member did not pay a premium between November 2008 and July 2009. The member and the State paid a premium in August 2009 for September 2009 coverage. However, \$1,344 in claims were paid for services incurred during August 2009.

Claim Incurred	Claim Paid	Amount Paid by SLEBC
20090817	20100222	\$ 6.00
20090817	20100222	\$ 9.00
20090817	20100222	\$ 12.00
20090811	20100222	\$ 18.00
20090811	20100222	\$ 20.00
20090817	20100222	\$ 22.00
20090817	20100222	\$ 32.00
20090817	20100222	\$ 37.00
20090817	20100222	\$ 37.00
20090817	20100222	\$ 42.00
20090804	20091005	\$ 52.25
20090804	20091005	\$ 69.00
20090813	20091102	\$ 96.00

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

7. Ineligible Participants and Claim Payments (Continued)

Claim Incurred	Claim Paid	Amount Paid by SLEBC
20090817	20100222	\$ 99.00
20090806	20091230	\$ 129.00
20090804	20091005	\$ 169.00
20090804	20091005	\$ 196.00
20090804	20091005	\$ 299.00
Total		\$1,344.25

- A member elected to receive and paid for single coverage under SLEBC’s program during fiscal year 2010. However, in September 2009, the employee’s dependent incurred \$39 in claims, which were paid by SLEBC. Because the employee paid only for single coverage, the dependent was not eligible to receive services under SLEBC’s program.
- One member terminated from State Patrol in October 2008 and elected to remain covered through COBRA. His COBRA coverage concluded at the end of February 2010, when he stopped making COBRA payments. However, SLEBC paid \$28 in claims for him during March 2010, the month after his coverage ended.

Finally, the APA found one other member whose premium had been paid incorrectly. In October 2009, the employee paid for the incorrect type of coverage. To correct the error, the employee portion of the premium was correctly reversed. However, the State portion was not reversed; instead, the State paid the premium again, in error. The total amount incorrectly paid by the State Patrol to the SLEBC program totaled \$1,272.

	Employee Portion	State Portion
October 2009	\$ 169	\$ 636
November 2009	\$ (169)	\$ 636
Incorrect Total	\$ 0	\$ 1,272

Any self-funded insurance plan should include proper controls to ensure all individuals receiving benefits are eligible to receive those benefits. This would include a physical comparison of all members receiving benefits to all members who paid the premium. When health insurance participants are not compared to paid premiums, there is an increased risk claims will be paid for ineligible members. Additionally, sound accounting practice requires procedures to ensure the correct health insurance premiums are withheld from employee’s pay, and any adjustments are properly performed. When the incorrect health insurance premiums are withheld from an employee’s pay, the State and employee incur additional health insurance costs without increased benefits. As a result, we consider this finding to be a significant deficiency.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

COMMENTS AND RECOMMENDATIONS

(Continued)

7. Ineligible Participants and Claim Payments (Concluded)

We recommend the State implement proper oversight of the plan by periodically comparing the members who paid premiums to the members who received benefits to ensure all participants are eligible to receive medical services under the plan. Further, we recommend the State implement a periodic review of monthly health insurance withholdings to ensure the correct premiums, and any subsequent adjustments, have been withheld. Finally, we recommend the plan reimburse the State the amount overpaid for health insurance.

***SLEBC Response:** SLEBC agrees it lacked adequate procedures to ensure claims were paid only for eligible beneficiaries. It does not dispute the APA's finding that approximately \$74,309 in medical and prescription claims were paid for ineligible persons during FY 2010. It suspects more payments were made for ineligible persons in prior years. SLEBC believes it has a right to recover for these losses against the independent contractors who failed to perform responsible services on its behalf and it seeks to do so.*

SLEBC's oversight plan will include periodic comparison of members who paid premiums to members who received benefits to assure only claims for eligible persons are considered.



NEBRASKA AUDITOR OF PUBLIC ACCOUNTS

Mike Foley
State Auditor

Mike.Foley@nebraska.gov
P.O. Box 98917
State Capitol, Suite 2303
Lincoln, Nebraska 68509
402-471-2111, FAX 402-471-3301
www.auditors.state.ne.us

STATE LAW ENFORCEMENT BARGAINING COUNCIL EMPLOYEE HEALTH AND DENTAL FUNDS

INDEPENDENT ACCOUNTANT'S REPORT

We have examined the accompanying Statement of Revenues, Expenditures, and Changes in Fund Balances of the State Law Enforcement Bargaining Council (SLEBC) Employee Health and Dental Funds as of and for the period July 1, 2009, through June 30, 2010. SLEBC's management is responsible for the Statement. Our responsibility is to express an opinion based on our examination.

Except as noted in the third paragraph, our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants, and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States and, accordingly, included examining, on a test basis, evidence supporting the amounts and disclosures in the Statement and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

Our examination disclosed that sufficient documentation was not maintained or provided by SLEBC to support its operations. We were unable to obtain a management representation letter from SLEBC, which declined to make the representation as required by generally accepted attestation standards. We were also unable to obtain documentation for eligible participants, meeting minutes, support for expenses, and contracts with former and current associates and employees.

In our opinion, except for the effects of such adjustment, if any, as might have been determined to be necessary had we been able to obtain the management representation letter from SLEBC, as well as SLEBC's documentation, the Statement referred to above presents, in all material respects, the Revenues, Expenditures, and Changes in Fund Balances of the State Law Enforcement Bargaining Council Employee Health and Dental Funds for July 1, 2009, through June 30, 2010, based on the accounting system and procedures prescribed by SLEBC as described in Note 1.

In accordance with *Government Auditing Standards*, we have also issued our report dated February 9, 2011, on our consideration of the State Law Enforcement Bargaining Council Health and Dental Fund's internal control over financial reporting (internal control) and our tests of its compliance with certain provisions of laws, regulations, and other matters. The purpose of that report is to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the internal control or on compliance. That report is an integral part of an attestation engagement performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our examination.

This report is intended solely for the information and use of management, SLEBC, others within the SLEBC Employee Health and Dental Funds, and the appropriate Federal and regulatory agencies. However, this report is a matter of public record and its distribution is not limited.

Signed Original on File

February 9, 2011

Mike Foley
Auditor of Public Accounts

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
For the Period July 1, 2009 through June 30, 2010

Statement of Revenues, Expenditures, and Changes in Fund Balances for Fiscal Year 2010						
	Health & Dental	Investment	Building	Administration	Wellness	Total
Beginning Fund Balance	\$ 223,171	\$ 2,320,735	\$ 10,468	\$ 13,676	\$ 65,046	\$ 2,633,096
Revenues						
Contributions	\$ 5,913,261	\$ -	\$ -	\$ -	\$ -	\$ 5,913,261
Reinsurance Refunds (Stop Loss)	\$ 690,799	\$ -	\$ -	\$ -	\$ -	\$ 690,799
COBRA/Retiree Premiums	\$ 227,918	\$ -	\$ -	\$ -	\$ -	\$ 227,918
Claim Refunds	\$ 34,608	\$ -	\$ -	\$ -	\$ -	\$ 34,608
Investment Income (Interest)	\$ 126	\$ 220,776	\$ -	\$ 45	\$ 200	\$ 221,147
Building Income	\$ -	\$ -	\$ 325	\$ -	\$ -	\$ 325
Total Revenues	\$ 6,866,712	\$ 220,776	\$ 325	\$ 45	\$ 200	\$ 7,088,058
Expenses						
Claims Paid						
Medical and Dental Claims	\$ 4,960,009	\$ -	\$ -	\$ -	\$ -	\$ 4,960,009
Prescription Claims	\$ 611,784	\$ -	\$ -	\$ -	\$ -	\$ 611,784
<i>Total</i>	<i>\$ 5,571,793</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 5,571,793</i>
Administrative Fees						
Meritain	\$ 143,330	\$ -	\$ -	\$ -	\$ -	\$ 143,330
Guided 2 Health (Wellness)	\$ 28,986	\$ -	\$ -	\$ -	\$ -	\$ 28,986
Administrator Fee	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000
<i>Total</i>	<i>\$ 172,316</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 15,000</i>	<i>\$ -</i>	<i>\$ 187,316</i>
Reinsurance Premiums (Stop Loss)						
Meritain	\$ 501,310	\$ -	\$ -	\$ -	\$ -	\$ 501,310
Other Insurance						
United Healthcare Premiums	\$ 241,577	\$ -	\$ -	\$ -	\$ -	\$ 241,577
Vision Service Plan Premiums	\$ 32,682	\$ -	\$ -	\$ -	\$ -	\$ 32,682
Wellness Program Incentive	\$ -	\$ -	\$ -	\$ -	\$ 2,362	\$ 2,362
<i>Total</i>	<i>\$ 274,259</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 2,362</i>	<i>\$ 276,621</i>
Miscellaneous						
SLEBC Building Expenses	\$ -	\$ -	\$ 37,151	\$ 525	\$ -	\$ 37,676
Bank Charges	\$ 3,761	\$ -	\$ 133	\$ 16	\$ 102	\$ 4,012
Accounting/Audit Fees	\$ -	\$ -	\$ -	\$ 16,064	\$ -	\$ 16,064
Office Expenses	\$ -	\$ -	\$ -	\$ 5,037	\$ -	\$ 5,037
Other	\$ -	\$ -	\$ -	\$ 3,199	\$ -	\$ 3,199
Check not Recorded in Peachtree by SLEBC	\$ -	\$ -	\$ 3,421	\$ -	\$ -	\$ 3,421
<i>Total</i>	<i>\$ 3,761</i>	<i>\$ -</i>	<i>\$ 40,705</i>	<i>\$ 24,841</i>	<i>\$ 102</i>	<i>\$ 69,409</i>
Total Expenses	\$ 6,523,439	\$ -	\$ 40,705	\$ 39,841	\$ 2,464	\$ 6,606,449
Transfers Out of Fund	\$ (388,283)	\$ (381,000)	\$ -	\$ -	\$ -	\$ (769,283)
Transfers In From Other Funds	\$ 381,000	\$ -	\$ -	\$ -	\$ -	\$ 381,000
Transfers In from Health Ins.	\$ -	\$ 256,000	\$ 55,931	\$ 41,117	\$ 35,235	\$ 388,283
Change in Fund Balance	\$ 335,990	\$ 95,776	\$ 15,551	\$ 1,321	\$ 32,971	\$ 481,609
Ending Fund Balance	\$ 559,161	\$ 2,416,511	\$ 26,019	\$ 14,997	\$ 98,017	\$ 3,114,705

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

NOTES TO FINANCIAL STATEMENT

For the Period July 1, 2009 Through June 30, 2010

1. Criteria

A. Reporting Entity

SLEBC was established to represent, for purposes of collective bargaining and employer/employee relations, all employees in the Law Enforcement Bargaining Unit of the State of Nebraska. Its membership consists of members of the Nebraska State Troopers Association, the Nebraska Conservation Officers Association, and the Nebraska Fire Marshal Association. The APA could not find any statutory basis for SLEBC's handling of State funds. Moreover, despite holding itself out as a nonprofit corporation, SLEBC has not complied with applicable statutory requirements. See Comment Number 1.

B. Basis of Accounting

SLEBC manages the Employee Health and Dental Funds using Peachtree accounting software to record its financial transactions. The accounting records of the SLEBC Health and Dental Funds are maintained, and the Statement of Revenues, Expenditures, and Changes in Fund Balances have been prepared, based on the cash receipts and disbursements basis prescribed by SLEBC.



NEBRASKA AUDITOR OF PUBLIC ACCOUNTS

Mike Foley
State Auditor

Mike.Foley@nebraska.gov
P.O. Box 98917
State Capitol, Suite 2303
Lincoln, Nebraska 68509
402-471-2111, FAX 402-471-3301
www.auditors.state.ne.us

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN EXAMINATION
OF THE FINANCIAL STATEMENT PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

We have examined the accompanying financial statement of the State Law Enforcement Bargaining Council (SLEBC) Employee Health and Dental Funds as of and for the year ended June 30, 2010, and have issued our report thereon dated February 9, 2011. We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our examination, we considered the State Law Enforcement Bargaining Council Employee Health and Dental Funds' internal control over financial reporting (internal control) as a basis for designing our procedures for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the State Law Enforcement Bargaining Council Employee Health and Dental Funds' internal control. Accordingly, we do not express an opinion on the effectiveness of the State Law Enforcement Bargaining Council Employee Health and Dental Funds' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statement will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control that we consider to be material weaknesses as defined above. However, we identified certain deficiencies in internal control that we consider

to be significant deficiencies that are described in the Comments Section of the report: Comment Number 3 (Purchase of Building with Plan Assets), Comment Number 4 (Lack of Cooperation and Board Oversight), Comment Number 5 (Stop Loss Insurance), Comment Number 6 (No Consultant Contract), and Comment Number 7 (Ineligible Participants and Claim Payments). A significant deficiency is a deficiency, or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the State Law Enforcement Bargaining Council – Employee Health and Dental Funds’ financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our examination, and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, and are described in the Comments Section of our report as Comment Number 1 (Organization and Authority of SLEBC) and Comment Number 2 (Separate Bank Account).

SLEBC’s written response to the findings identified in our examination are described in the Comments Section of the report. We did not examine the SLEBC’s response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, SLEBC, others within the SLEBC Employee Health and Dental Funds, and the appropriate Federal and regulatory agencies. However, this report is a matter of public record and its distribution is not limited.

Signed Original on File

February 9, 2011

Mike Foley
Auditor of Public Accounts

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS

SUPPLEMENTARY INFORMATION

Our examination was conducted for the purpose of forming an opinion on the Statement of Revenues, Expenditures, and Changes in Fund Balances. Supplementary information is presented for purposes of additional analysis. Such information has not been subjected to the procedures applied in the examination of the statement and, accordingly, we express no opinion on it.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
HISTORY OF LAW ENFORCEMENT BARGAINING UNIT BENEFITS

SCHEDULE A

Contract Period	Health	Life	Dental	LTD
July 1, 1989 to June 30, 1991	State agrees to continue the present employer/employee contribution percentage ratio for group health insurance.	\$10,000 group life policy at State cost	Employee cost	Employee cost
July 1, 1991 to June 30, 1993	State contributes 79% of the total premium cost of the Optional Comprehensive Major Medical Plan.	\$10,000 group life policy at State cost	Employee cost	Employee cost
July 1, 1993 to June 30, 1995	The monthly State contribution toward any group health insurance plan offered shall be: Between July 1, 1993 and June 30, 1994 - \$150 for single, \$270 for 2/4 party, \$330 for family coverage. Between July 1, 1994 and June 30, 1995 - \$165 for single, \$297 for 2/4 party, \$363 for family coverage.	\$23,000 group life policy at State cost	Employee cost	Employee cost
July 1, 1995 to June 30, 1997	The monthly State contribution toward any group health insurance plan offered shall be: Between July 1, 1995 and June 30, 1996 - \$150 for single, \$270 for 2/4 party, \$330 for family coverage. Between July 1, 1996 and June 30, 1997 - \$165 for single, \$297 for 2/4 party, \$363 for family coverage.	\$23,000 group life policy at State cost	Employee cost	Employee cost
July 1, 1997 to June 30, 1999	The State agrees to continue monthly contributions toward group health insurance as was provided during the impasse period between July 1, 1997, and June 30, 1999.	\$23,000 group life policy at State cost	Employee cost	Employee cost
July 1, 1999 to June 30, 2001	State pays 79% of the total premium cost of the plan.	\$23,000 group life policy at State cost	State contributes \$7.50 per month for single, \$12.15 per month for 2/4 party, and \$16.81 per month for family coverage.	State pays 100%.
July 1, 2001 to June 30, 2003	State pays 79% of the total premium cost of the plan.	\$23,000 group life policy at State cost	State contributes \$7.50 per month for single, \$12.15 per month for 2/4 party, and \$16.81 per month for family coverage.	State pays 100%.
July 1, 2003 to June 30, 2005	State pays 79% of the cost of the plan.	\$30,000 group life insurance policy at State cost.	State contributes \$10.00 per month for single, \$15.00 per month for 2/4 party, and \$20.00 per month for family coverage.	State pays 100%.
July 1, 2005 to June 30, 2007	State pays 79% of the cost of the plan.	\$30,000 group life insurance policy at State cost.	State contributes \$16.00 per month for single, \$20.00 per month for 2/4 party, and \$24.00 per month for family coverage.	State pays 100%.
July 1, 2007 to June 30, 2009	State pays 79% of the cost of the plan.	\$30,000 group life insurance policy at State cost.	State contributes \$16.00 per month for single, \$22.00 per month for 2/4 party, and \$28.00 per month for family coverage.	State pays 100%.
July 1, 2009 to June 30, 2011	State pays 79% of the cost of the plan.	\$30,000 group life insurance policy at State cost.	State contributes \$16.00 per month for single, \$22.00 per month for 2/4 party, and \$28 per month for family coverage.	State pays 100%.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
BUILDING EXPENSES PAID BY SLEBC

SCHEDULE B

Bank Account Description	Date	Vendor	Transaction Description	Amount
SLEBC H.I. Administration	7/29/08	Nebraska Title Company	Closing cost for the purchase of land	\$ 186,275.75
Draw on Building Loan	7/31/08	Unknown	This transaction is made up of multiple smaller transactions, but the loan statement does not provide the identification of the vendor or purpose of the expense.	\$ 1,055.50
SLEBC H.I. Administration	8/13/08	David Wood Construction Inc.	Architect and design fees	\$ 65,450.00
SLEBC H.I. Administration	8/13/08	City of Lincoln	Building permit	\$ 25,886.62
SLEBC H.I. Administration	8/14/08	Nebraska Title Company	Deposit for the purchase of the building	\$ 2,000.00
SLEBC H.I. Administration	8/14/08	Lincoln Federal Savings Bank	Appraisal of building for the loan with Lincoln Federal Savings	\$ 2,500.00
Draw on Building Loan	8/21/08	Lincoln Federal Savings Bank	Interest on the loan for July 2008	\$ 0.18
SLEBC H.I. Building	8/21/08	City of Lincoln	Water use impact fee	\$ 6,281.00
Draw on Building Loan	9/22/08	Lincoln Federal Savings Bank	Interest on the loan for August 2008	\$ 5.60
SLEBC H.I. Building	10/1/08	David Wood Construction Inc.	Contractor payment for September 2008	\$ 94,000.00
SLEBC H.I. Building	11/6/08	Lincoln Electric System	Connection charge for temporary service	\$ 90.00
Draw on Building Loan	11/7/08	Lincoln Federal Savings Bank	Interest on the loan for September 2008	\$ 5.44
Draw on Building Loan	11/7/08	David Wood Construction Inc.	Contractor payment for September 2008	\$ 30,771.79
Draw on Building Loan	11/7/08	David Wood Construction Inc.	Contractor payment for October 2008	\$ 190,126.00
SLEBC H.I. Building	11/7/08	Lincoln Federal Savings Bank	Interest on the loan for October 2008	\$ 235.03
Draw on Building Loan	12/3/08	David Wood Construction Inc.	Contractor payment for November 2008	\$ 167,194.85
SLEBC H.I. Building	12/8/08	Lincoln Federal Savings Bank	Interest on the loan for November 2008	\$ 1,140.23
SLEBC H.I. Building	1/12/09	Lincoln Federal Savings Bank	Interest on the loan for December 2008 (Note)	\$ 2,008.49
SLEBC H.I. Administration	1/20/09	Lincoln Electric System	Electric bill (Note)	\$ 714.57
Building and Land Value as of 12/31/08				\$ 775,741.05
SLEBC H.I. Building	1/7/09	Lincoln Federal Savings Bank	Interest on the loan for December 2008 (Note)	\$ 2,008.49
SLEBC H.I. Administration	1/20/09	Lincoln Electric System	Electric bill (Note)	\$ 714.57
SLEBC H.I. Building	2/2/09	Black Hills Energy	Gas bill	\$ 769.62
Draw on Building Loan	2/4/09	David Wood Construction Inc.	Contractor payment for January 2009	\$ 175,241.26
SLEBC H.I. Building	2/9/09	Lincoln Electric System	Electric bill	\$ 411.44
SLEBC H.I. Building	2/9/09	Lincoln Federal Savings Bank	Interest on loan for January 2009	\$ 2,365.82
SLEBC H.I. Building	3/9/09	Lincoln Federal Savings Bank	Interest on loan for February 2009	\$ 2,706.03
SLEBC H.I. Building	3/9/09	Lincoln Electric System	Electric bill	\$ 13.43
SLEBC H.I. Building	3/9/09	Lincoln Electric System	Electric bill	\$ 228.48
SLEBC H.I. Building	3/9/09	Black Hills Energy	Gas bill	\$ 251.95
Draw on Building Loan	4/9/09	David Wood Construction Inc.	Contractor payment for February 2009	\$ 102,436.05
SLEBC H.I. Building	4/9/09	Lincoln Federal Savings Bank	Interest on loan for March 2009	\$ 3,399.39
SLEBC H.I. Building	4/9/09	Black Hills Energy	Gas bill	\$ 179.53
SLEBC H.I. Building	4/9/09	Lincoln Electric System	Electric bill	\$ 221.80
SLEBC H.I. Building	5/5/09	David Wood Construction Inc.	Contractor payment for May 2009	\$ 41,319.97
SLEBC H.I. Administration	5/13/09	Lincoln Electric System	Electric bill	\$ 175.28
SLEBC H.I. Administration	5/13/09	Black Hills Energy	Gas bill	\$ 104.03
Draw on Building Loan	6/8/09	David Wood Construction Inc.	Contractor payment for April 2009	\$ 68,163.33
SLEBC H.I. Building	6/8/09	Lincoln Federal Savings Bank	Interest on loan for April and May 2009	\$ 7,455.46

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
BUILDING EXPENSES PAID BY SLEBC

SCHEDULE B

Bank Account Description	Date	Vendor	Transaction Description	Amount
SLEBC H.I. Building	6/8/09	Nebraska Sod	Lawn maintenance service for 2009	\$ 500.00
SLEBC H.I. Administration	6/18/09	David Wood Construction Inc.	Contractor payment for June 2009 (final payment)	\$ 31,566.00
Draw on Building Loan	6/18/09	Lincoln Federal Savings Bank	Interest on loan for June 2009	\$ 2,145.06
SLEBC H.I. Administration	6/22/09	Nebraska Sod LLC	Sprinkler repair	\$ 331.70
Building and Land Additions for 2009				\$ 442,708.69
Total Building and Land Value as of 12/31/2009				\$1,218,449.74
SLEBC H.I. Administration	4/9/09	Contemporary Woods Furniture	Down payment on desk for reception area at the SLEBC building	\$ 1,050.00
SLEBC H.I. Administration	4/13/09	Vincent Valentino	Purchase of a side by side refrigerator and 8 leather conference table chairs for SLEBC office building from Vincent Valentino	\$ 1,794.60
SLEBC H.I. Administration	4/13/09	Affordable Blinds	Down payment on blinds for SLEBC building	\$ 1,300.00
SLEBC H.I. Administration	4/16/09	Nebraska Furniture Mart	Furniture for SLEBC building	\$ 11,601.80
SLEBC H.I. Administration	4/21/09	U.S. Bank	Furniture for SLEBC building	\$ 1,500.00
SLEBC H.I. Building	5/5/09	Nebraska Furniture Mart	Tables, Chairs, Bookcases for SLEBC building offices	\$ 3,516.78
SLEBC H.I. Building	5/5/09	Contemporary Woods Furniture	Remaining balance due on desk for reception area at the SLEBC building	\$ 3,458.98
SLEBC H.I. Building	5/5/09	Affordable Blinds	Remaining balance due on blinds for SLEBC building	\$ 1,299.68
SLEBC H.I. Administration	5/5/09	Business Communication Systems	Move phone system to SLEBC building	\$ 361.12
SLEBC H.I. Administration	5/5/09	PurelyMaid Cleaning Service	Cleaning of old building after move into new building	\$ 125.00
SLEBC H.I. Administration	5/13/09	Thomas Meola	Cubicles for the area designated for STAN's magazine at the SLEBC building	\$ 3,802.00
SLEBC H.I. Administration	5/13/09	Manpower	Moving laborers for move into SLEBC building	\$ 371.00
SLEBC H.I. Administration	5/13/09	American Electronics, Inc.	Security monitor hookup and 6 months 24 hour premium burglary monitoring	\$ 206.00
SLEBC H.I. Administration	5/15/09	U. S. Bank	Equipment for SLEBC building - three televisions (receipt not detailed), three DIRECTV satellite receivers (one HD/DVR receiver and two HD receivers) and installation, television remotes and batteries	\$ 4,095.67
SLEBC H.I. Administration	5/15/09	U. S. Bank	Tables, chairs, bookcases, electronic cables, and phones for SLEBC building offices	\$ 1,998.33
SLEBC H.I. Administration	5/15/09	U. S. Bank	Van and hand cart rentals and fuel for van to move into SLEBC building	\$ 239.51
SLEBC H.I. Administration	5/28/09	Business Communications System	Five new Panasonic phones, checked and tested cordless lines	\$ 452.08
SLEBC H.I. Administration	5/28/09	Manpower	Moving laborers for move into SLEBC building	\$ 133.00
SLEBC H.I. Administration	5/28/09	Ron's Rolloffs, Inc.	Dumpster for use during moving	\$ 173.92
SLEBC H.I. Building	6/22/09	U. S. Bank	No support was provided; therefore, APA could not determine what was purchased. Peachtree noted the purchase was for filling/storage cabinets from Office Max for the SLEBC building.	\$ 3,083.68
SLEBC H.I. Building	6/22/09	U. S. Bank	No support was provided; therefore, APA could not determine what was purchased. Peachtree noted the purchase was for furniture from Nebraska Furniture Mart for the SLEBC building.	\$ 31.36

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
BUILDING EXPENSES PAID BY SLEBC

SCHEDULE B

Bank Account Description	Date	Vendor	Transaction Description	Amount
SLEBC H.I. Building	6/22/09	U. S. Bank	These purchases were for a variety of tools, shelving, office supplies, suit coat hangers, a remote control, trash cans, etc. at a variety of vendors such as Office Depot, Target, etc.	\$ 1,225.67
SLEBC H.I. Building	7/1/09	American Electronics, Inc.	Down payment for conference room sound system including surround sound speakers, subwoofer, Blu-ray DVD player, and installation	\$ 2,889.54
SLEBC H.I. Building	7/1/09	U. S. Bank	Computer	\$ 819.61
SLEBC H.I. Building	7/1/09	U. S. Bank	Folding chairs and tables from Home Depot. \$320.98 was purchased at Best Buy; however, a receipt was not provided. APA could not determine what was purchased at Best Buy.	\$ 767.41
SLEBC H.I. Building	7/20/09	U. S. Bank	Storage Cabinets	\$ 1,327.63
SLEBC H.I. Building	7/20/09	U. S. Bank	There was no support for this purchase; therefore, APA could not determine what was purchased. Peachtree noted it was for file cabinets.	\$ 1,241.18
SLEBC H.I. Building	7/22/09	Nebraska Furniture Mart	Refund on Nebraska Furniture Mart for items billed/ordered in error	\$ (3,209.95)
SLEBC H.I. Building	9/8/09	Inspiring Spaces Design, Inc.	Decorating & Artwork for the SLEBC building	\$ 3,199.50
SLEBC H.I. Building	9/8/09	Nebraska Furniture Mart	Furniture and chairs for the SLEBC building	\$ 2,018.56
SLEBC H.I. Building	9/10/09	Linda Hunt	Interior painting of SLEBC building	\$ 1,150.00
SLEBC H.I. Building	9/18/09	American Electronics, Inc.	Remaining balance for conference room sound system including surround sound speakers, subwoofer, Blu-ray DVD player, and installation.	\$ 1,143.21
SLEBC H.I. Building	9/18/09	Kelly's Furniture	Rug, end tables, sofa table, and lamp	\$ 680.00
SLEBC H.I. Building	10/6/09	American Electronics, Inc.	24 hour security monitoring service - semiannual payment	\$ 156.00
SLEBC H.I. Administration	11/20/09	U. S. Bank	Folding chairs for conference room	\$ 223.28
Furniture and Fixtures added to the Building during 2009				\$ 54,226.15
SLEBC H.I. Administration	1/11/10	Inspiring Spaces Design, Inc.	Floral arrangement with vase for front entry	\$ 167.00
SLEBC H.I. Administration	2/8/10	Bryant	Furnace maintenance	\$ 135.00
SLEBC H.I. Building	4/15/10	American Electronics, Inc.	24 hour security monitoring service - semiannual payment	\$ 156.00
SLEBC H.I. Building	4/15/10	Lincoln Lock & Safe	Replace, program, and rekey digital keypad lock	\$ 77.00
SLEBC H.I. Building	4/15/10	Johnson Contrals Inc.	Annual backflow inspection	\$ 251.00
SLEBC H.I. Building	5/14/10	Vincent Valentino	Furniture (desk, hutch with credenza, chairs, and 42" big screen mounted television) purchased from Vince Valentino	\$ 2,500.00
Furniture and Fixtures added to the Building during 2010				\$ 3,286.00
Furniture and Fixtures added to the Building during 2009 and 2010				\$ 57,512.15
Total Costs of the SLEBC Building (including furniture and fixtures)				\$1,275,961.89
Blue Items: Amounts in blue are to David Wood Construction Inc. and total \$966,269.25.				
Note: These expenses were included in both the 12/31/08 and 12/31/09 building and land value. These expenses were incurred during 2008; however, were not paid until January 2009. It appears SLEBC included these expenses twice in the value of its building.				

The information in **Schedule B** was summarized as noted in SLEBC's accounting system related to SLEBC H.I. Building. It may be possible there were other items purchased for the Building that are were not reflected as related to the building construction and maintenance.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC PURCHASES ON STAN CREDIT CARDS

SCHEDULE C

Peachtree Account Description	Card Holder	Date Noted in Peachtree	Transaction Description	Total Peachtree Transaction Amount	Amount Not Properly Documented
SLEBC H.I. Building Expenses	Brian Petersen	5/15/2009	Rented a van (used to move into the new building) from Penske Truck Leasing and purchased fuel for the van from Shoemakers Truck Station. Receipts were on file for these purchases. A \$64.20 purchase was made at U-Haul. Documentation was not on file for U-Haul purchase, and APA could not determine what was purchased.	\$ 239.51	\$ 64.20
SLEBC H.I. Building Expenses	Brian Petersen	7/1/2009	Purchased folding chairs and tables from Home Depot. Receipt from the Home Depot was on file. A purchase was also made at Best Buy totaling \$320.98. No documentation was on file for Best Buy purchase, and APA could not determine what was purchased.	\$ 767.41	\$ 320.98
SLEBC H.I. Building Expenses	Brian Petersen	11/20/2009	Purchased folding chairs from Home Depot. Purchase was properly documented.	\$ 223.28	\$ 0.00
Brian Petersen Total				\$ 1,230.20	\$ 385.18
SLEBC H.I. Building Expenses	Jeremy Strack	5/15/2009	Purchased DIRECTV universal remote and batteries from Best Buy, a microwave from Schaefer's, three satellite receivers (one HD/DVR receiver and two HD receivers) and installation services from DIRECTV. Best Buy, Schaefer's and DIRECTV receipts were on file. A purchase was also made at Nebraska Furniture Mart (NFM) totaling \$3,035.42. A charge slip was on file for NFM purchase; however it was not detailed and only showed the total paid. APA could not determine what was purchased at NFM.	\$ 4,095.67	\$ 3,035.42
SLEBC H.I. Building Expenses	Jeremy Strack	6/22/2009	Purchased a variety of tools, shelving, office supplies, suit coat hangers, a remote control, trash cans, etc. at a variety of vendors (Office Depot, Target, etc.) Proper documentation was on file for these purchases. A purchase was also made at the Menards totaling \$168.79. No documentation was on file for the Menards purchase, and APA could not determine what was purchased.	\$ 1,225.67	\$ 168.79
SLEBC H.I. Building Expenses	Jeremy Strack	7/1/2009	A purchase was made at Dell totaling \$819.61. An e-mail from Terry Pell to Sue Bell provided a detailed description of a Dell computer with a price of \$737; however, there is no receipt on file showing this computer was actually purchased and the computer price does not agree to the amount charged on the credit card. APA could not determine what was truly purchased at Dell.	\$ 819.61	\$ 819.61
SLEBC H.I. Building Expenses	Jeremy Strack	7/20/2009	Purchased storage cabinets from GLOBAL Equipment Company. Purchase was properly documented.	\$ 1,327.63	\$ 0.00
SLEBC Office Expenses	Jeremy Strack	9/18/09	Purchases were made at McAfee.com, Office Max and Area Systems totaling \$1,102.64. No documentation was on file to support any of these purchases, and APA could not determine what was purchased.	\$ 1,102.64	\$ 1,102.64
SLEBC Office Expenses	Jeremy Strack	10/19/09	Purchased letters and felt letterboard from K-LOG. Purchase was properly documented.	\$ 654.80	\$ 0.00
Jeremy Strack Total				\$ 9,226.02	\$ 5,126.46
SLEBC H.I. Building Expenses	Thomas Meola	4/21/2009	A purchase was made at NFM totaling \$1,500. A charge slip was on file; however, slip was not detailed and only showed the total paid. APA could not determine what was purchased at NFM.	\$ 1,500.00	\$ 1,500.00
SLEBC H.I. Building Expenses	Thomas Meola	5/15/2009	Purchased tables, chairs, bookcases, and phones from NFM. Purchased electronic cables from CDW. Purchases were properly documented.	\$ 1,998.33	\$ 0.00
SLEBC H.I. Building Expenses	Thomas Meola	6/22/2009	A purchase was made at Office Max totaling \$3,102.94. This amount was reduced by a \$19.26 credit from Best Buy when it was entered into Peachtree. The \$19.26 Best Buy credit was on the credit card statement with the Office Max purchase. No documentation was on file to support Office Max purchase, and APA could not determine what was purchased.	\$ 3,083.68	\$ 3,083.68
SLEBC H.I. Building Expenses	Thomas Meola	6/22/2009	A purchase was made at NFM totaling \$45.62. This amount was reduced by a \$14.26 credit from NFM when it was entered into Peachtree. The NFM purchase and credit both appear on the credit card statement. No documentation was on file to support NFM purchase, and APA could not determine what was purchased.	\$ 31.36	\$ 31.36
SLEBC H.I. Building Expenses	Thomas Meola	7/20/2009	A purchase was made at Office Max totaling \$1,241.18. No documentation was on file for the Office Max purchase, and APA could not determine what was purchased.	\$ 1,241.18	\$ 1,241.18
Thomas Meola Total				\$ 7,854.55	\$ 5,856.22
Grand Total				\$ 18,310.77	\$ 11,367.86

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC PURCHASES LACKING DOCUMENTATION**

SCHEDULE D

Date	Account Description	Transaction Description	Transaction Amount	Explanation	Amount Not Properly Documented
8/11/2009	3rd Party Administrator Fees	Meritain -Administrative Fees	\$ 14,752.40	Administrative Fees paid to Meritain for August 2009. A billing statement was not attached. A phone message receipt which stated "per Harvey Wiltsey \$40,180.77 Reinsurance \$14,752.40 Admin" was the only documentation attached.	\$ 14,752.40
8/11/2009	Reinsurance Premiums	Meritain - Reinsurance Premiums	\$ 40,180.77	Reinsurance Premiums paid to Meritain for August 2009. A billing statement was not attached. A phone message receipt which stated "per Harvey Wiltsey \$40,180.77 Reinsurance \$14,752.40 Admin" was the only documentation attached.	\$ 40,180.77
Various	Accounting Expenses	Peachtree Accounting -Monthly Bill Pay Fee	\$ 63.80	According to the SLEBC bank statements a \$15.95 EFT was processed every month from March 2010 through June 2010 for Peachtree Accounting Bill Pay Fees. No other documentation was on file detailing these fees.	\$ 63.80
11/20/2009	Office Expenses	Harvey Wiltsey - Office Expenses June-Oct 2009 - Phone, Supplies, Copies, Postage	\$ 279.00	Harvey Wiltsey billed SLEBC for office expenses he incurred (phone - \$240, copies - \$8, postage - \$31). There were no receipts provided to verify these items were purchased and the amounts reported were accurate.	\$ 279.00
Various	Office Expenses	PM-WebWorx - Bi-monthly Transfer for IT payment to PM Webworx	\$ 3,000.00	According to Jeremy Strack, this expense is for IT work performed for both STAN and SLEBC by Terri Pell of PM Webworx. There is no documentation on file detailing the work performed by PM - WebWorx. PM Webworx was paid six times during fiscal year 2010.	\$ 3,000.00
8/14/2008	SLEBC H.I. Bldg Expenses	To change to correct GL Account - SLEBC H.I. ADMINISTRATION - Move funds from bldg fund to admin account for payment of bldg appraisal to Lincoln Federal Savings	\$ 2,500.00	Expense is the fee for the appraisal of the building for the loan with Lincoln Federal Savings Bank. APA has a copy of the appraisal; however, there was no documentation to support the amount of the appraisal fee.	\$ 2,500.00
4/13/2009	SLEBC H.I. Bldg Expenses	Vincent Valentino - Side by Side Refrigerator and 8 leather conference table chairs for SLEBC office bldg.	\$ 1,794.60	Vince Valentino purchased eight leather conference table chairs (\$1,294.60) from Office Depot on behalf of SLEBC for the building. A receipt was attached to support this purchase. He also sold SLEBC his used 2008 Frigidaire side by side refrigerator for \$500. A letter from Vince Valentino attached stated the refrigerator was used for nine months and was purchased for \$900.	\$ 500.00
4/16/2009	SLEBC H.I. Bldg Expenses	Nebraska Furniture Mart - Furniture for SLEBC building	\$ 11,601.80	Furniture for SLEBC building purchased from NFM. Receipt was not detailed; therefore, APA could not determine what was purchased.	\$ 11,601.80
7/22/2009	SLEBC H.I. Bldg Expenses	Deposit - Furniture Refund - Refund on Nebraska Furniture Mart for 5 desks billed/ordered in error	\$ (3,209.95)	Refund on NFM for items billed/ordered in error. A handwritten note stated the refund was for five desks. Documentation of original purchase was not on file to determine what was actually purchased and refunded.	\$ (3,209.95)
5/14/2010	SLEBC H.I. Bldg Expenses	Vince Valentino - Furniture Purchased from Vince Valentino	\$ 2,500.00	An invoice from Vince Valentino was on file for furniture (desk, hutch with credenza, chairs, and 42" big screen mounted television). Nothing was itemized or supported by receipts.	\$ 2,500.00
			\$ 73,462.42		\$ 72,167.82

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #1	9/29/09	9/29/09	10/12/09	\$ 425.00	\$ 425.00		
Individual #1	9/30/09	9/30/09	10/12/09	\$ 262.50	\$ 262.50		
Individual #1	9/27/09	9/27/09	10/12/09	\$ 79.20	\$ 79.20		
Individual #1	9/29/09		10/12/09	\$ 6.65	\$ 6.65		
Individual #1	9/29/09		10/12/09	\$ 19.99	\$ 19.99		
Individual #1	9/25/09	9/25/09	10/12/09	\$ 105.30	\$ 105.30		
Individual #1	9/25/09	9/27/09	10/19/09	\$ 1,157.76	\$ 1,157.76		
Individual #1	9/25/09	9/27/09	10/19/09	\$ 627.26	\$ 627.26		
Individual #1	9/25/09	9/27/09	10/19/09	\$ 435.89	\$ 435.89		
Individual #1	9/25/09	9/27/09	10/19/09	\$ 938.52	\$ 938.52		
Individual #1	9/25/09	9/27/09	10/19/09	\$ 932.26	\$ 932.26		
Individual #1	9/25/09	9/27/09	10/19/09	\$ 446.69	\$ 446.69		
Individual #1	9/25/09	9/27/09	10/19/09	\$ 514.30	\$ 514.30		
Individual #1	9/27/09		10/19/09	\$ 847.87	\$ 847.87		
Individual #1	9/27/09		10/19/09	\$ 322.09	\$ 322.09		
Individual #1	9/27/09		10/19/09	\$ 90.25	\$ 90.25		
Individual #1	9/27/09	9/27/09	10/19/09	\$ 130.50	\$ 130.50		
Individual #1	9/28/09	9/28/09	10/19/09	\$ 156.60	\$ 156.60		
Individual #1	9/28/09	9/28/09	10/19/09	\$ 258.30	\$ 258.30		
Individual #1	9/28/09	9/28/09	10/19/09	\$ 50.40	\$ 50.40		
Individual #1	9/28/09	9/28/09	10/19/09	\$ 105.30	\$ 105.30		
Individual #1	9/29/09	9/29/09	10/19/09	\$ 108.90	\$ 108.90		
Individual #1	9/29/09	9/29/09	10/19/09	\$ 111.60	\$ 111.60		
Individual #1	9/29/09	9/29/09	10/19/09	\$ 101.70	\$ 101.70		
Individual #1	10/12/09	10/12/09	10/26/09	\$ 79.20	\$ 79.20		
Individual #1	10/13/09		10/26/09	\$ 27.77	\$ 27.77		
Individual #1	10/14/09	10/14/09	10/26/09	\$ 125.00	\$ 125.00		
Individual #1	10/16/09	10/16/09	10/26/09	\$ 75.00	\$ 75.00		
Individual #1	10/2/09	10/2/09	11/2/09	\$ 4.00	\$ 4.00		
Individual #1	10/2/09	10/2/09	11/2/09	\$ 31.00	\$ 31.00		
Individual #1	10/2/09	10/2/09	11/2/09	\$ 31.00	\$ 31.00		
Individual #1	10/2/09	10/2/09	11/2/09	\$ 5.00	\$ 5.00		
Individual #1	10/2/09	10/2/09	11/2/09	\$ 86.00	\$ 86.00		
Individual #1	10/12/09		11/2/09	\$ 4.55	\$ 4.55		
Individual #1	10/12/09		11/2/09	\$ 16.56	\$ 16.56		
Individual #1	10/12/09		11/2/09	\$ 145.73	\$ 145.73		
Individual #1	10/12/09		11/2/09	\$ 75.35	\$ 75.35		
Individual #1	10/12/09		11/2/09	\$ 321.26	\$ 321.26		
Individual #1	10/12/09	10/12/09	11/2/09	\$ 207.90	\$ 207.90		
Individual #1	10/12/09		11/9/09	\$ 628.76	\$ 628.76		
Individual #1	10/12/09		11/9/09	\$ 2,356.70	\$ 2,356.70		
Individual #1	10/12/09		11/9/09	\$ 18.40	\$ 18.40		
Individual #1	10/12/09		11/9/09	\$ 48.76	\$ 48.76		
Individual #1	10/12/09		11/9/09	\$ 49.68	\$ 49.68		
Individual #1	10/12/09		11/9/09	\$ 36.80	\$ 36.80		

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #1	10/12/09		11/9/09	\$ 69.92	\$ 69.92		
Individual #1	10/12/09		11/9/09	\$ 69.92	\$ 69.92		
Individual #1	10/29/09	10/29/09	11/9/09	\$ 175.00	\$ 175.00		
Individual #1	10/30/09	10/30/09	11/9/09	\$ 400.00	\$ 400.00		
Individual #1	10/27/09		11/16/09	\$ 61.68	\$ 61.68		
Individual #1	11/3/09	11/3/09	11/16/09	\$ 37.50	\$ 37.50		
Individual #1	11/5/09	11/5/09	11/16/09	\$ 37.50	\$ 37.50		
Individual #1	11/5/09	11/5/09	11/16/09	\$ 135.00	\$ 135.00		
Individual #1	10/19/09	10/19/09	11/16/09	\$ 2,102.00	\$ 2,102.00		
Individual #1	10/19/09	10/19/09	11/16/09	\$ 1,051.00	\$ 1,051.00		
Individual #1	10/19/09	10/19/09	11/16/09	\$ 123.00	\$ 123.00		
Individual #1	10/19/09	10/19/09	11/16/09	\$ 137.00	\$ 137.00		
Individual #1	10/19/09	10/19/09	11/16/09	\$ 137.00	\$ 137.00		
Individual #1	10/19/09	10/19/09	11/16/09	\$ 108.00	\$ 108.00		
Individual #1	11/4/09		11/16/09	\$ 120.65	\$ 120.65		
Individual #1	11/4/09		11/16/09	\$ 371.28	\$ 371.28		
Individual #1	11/4/09		11/16/09	\$ 399.84	\$ 399.84		
Individual #1	11/5/09		11/23/09	\$ 198.45	\$ 198.45		
Individual #1	11/5/09		11/23/09	\$ 8.57	\$ 8.57		
Individual #1	11/5/09		11/23/09	\$ 41.26	\$ 41.26		
Individual #1	11/5/09		11/23/09	\$ 51.13	\$ 51.13		
Individual #1	11/5/09		11/23/09	\$ 22.95	\$ 22.95		
Individual #1	11/5/09		11/23/09	\$ 22.95	\$ 22.95		
Individual #1	11/5/09		11/23/09	\$ 43.25	\$ 43.25		
Individual #1	11/5/09		11/23/09	\$ 19.41	\$ 19.41		
Individual #1	11/5/09		11/23/09	\$ 19.41	\$ 19.41		
Individual #1	11/5/09		11/23/09	\$ 10.55	\$ 10.55		
Individual #1	11/5/09		11/23/09	\$ 214.28	\$ 214.28		
Individual #1	11/5/09		11/23/09	\$ 2,894.30	\$ 2,894.30		
Individual #1	11/5/09		11/23/09	\$ 26.31	\$ 26.31		
Individual #1	11/5/09		11/23/09	\$ 146.14	\$ 146.14		
Individual #1	11/5/09		11/23/09	\$ 214.36	\$ 214.36		
Individual #1	11/3/09		11/23/09	\$ 198.45	\$ 198.45		
Individual #1	11/3/09		11/23/09	\$ 2,894.30	\$ 2,894.30		
Individual #1	11/3/09		11/23/09	\$ 2,603.36	\$ 2,603.36		
Individual #1	11/3/09		11/23/09	\$ 26.31	\$ 26.31		
Individual #1	11/5/09		11/23/09	\$ 72.05	\$ 72.05		
Individual #1	11/5/09		11/23/09	\$ 34.72	\$ 34.72		
Individual #1	11/5/09		11/23/09	\$ 33.75	\$ 33.75		
Individual #1	11/5/09		11/23/09	\$ 94.32	\$ 94.32		
Individual #1	11/5/09		11/23/09	\$ 49.41	\$ 49.41		
Individual #1	11/5/09		11/23/09	\$ 228.17	\$ 228.17		
Individual #1	11/7/09		11/23/09	\$ 0.18	\$ 0.18		
Individual #1	11/5/09	11/5/09	11/23/09	\$ 19.00	\$ 19.00		
Individual #1	11/6/09	11/6/09	11/23/09	\$ 2,021.00	\$ 2,021.00		
Individual #1	11/6/09	11/6/09	11/23/09	\$ 104.00	\$ 104.00		

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #1	11/5/09	11/5/09	11/30/09	\$ 207.00	\$ 207.00		
Individual #1	10/19/09		11/30/09	\$ 3,094.88	\$ 3,094.88		
Individual #1	10/19/09		11/30/09	\$ 18.40	\$ 18.40		
Individual #1	10/19/09		11/30/09	\$ 173.88	\$ 173.88		
Individual #1	10/19/09		11/30/09	\$ 48.76	\$ 48.76		
Individual #1	10/19/09		11/30/09	\$ 106.72	\$ 106.72		
Individual #1	10/19/09		11/30/09	\$ 36.80	\$ 36.80		
Individual #1	10/19/09		11/30/09	\$ 69.92	\$ 69.92		
Individual #1	10/19/09		11/30/09	\$ 69.92	\$ 69.92		
Individual #1	10/19/09		11/30/09	\$ 71.76	\$ 71.76		
Individual #1	10/19/09		11/30/09	\$ 39.56	\$ 39.56		
Individual #1	10/19/09		11/30/09	\$ 55.20	\$ 55.20		
Individual #1	10/19/09		11/30/09	\$ 1,725.00	\$ 1,725.00		
Individual #1	10/19/09		11/30/09	\$ 1,625.64	\$ 1,625.64		
Individual #1	10/19/09		11/30/09	\$ 1,406.68	\$ 1,406.68		
Individual #1	10/19/09		11/30/09	\$ 1,850.12	\$ 1,850.12		
Individual #1	10/19/09		11/30/09	\$ 457.24	\$ 457.24		
Individual #1	10/19/09		11/30/09	\$ 875.84	\$ 875.84		
Individual #1	10/19/09		11/30/09	\$ 4.64	\$ 4.64		
Individual #1	11/5/09	11/5/09	11/30/09	\$ 15.00	\$ 15.00		
Individual #1	11/13/09	11/13/09	11/30/09	\$ 153.00	\$ 153.00		
Individual #1	11/3/09	11/3/09	11/30/09	\$ 207.00	\$ 207.00		
Individual #1	11/3/09	11/3/09	11/30/09	\$ 306.00	\$ 306.00		
Individual #1	11/13/09	11/13/09	11/30/09	\$ 385.00	\$ 385.00		
Individual #1	11/18/09	11/18/09	11/30/09	\$ 236.00	\$ 236.00		
Individual #1	11/18/09	11/18/09	11/30/09	\$ 18.00	\$ 18.00		
Individual #1	11/18/09	11/18/09	11/30/09	\$ 24.00	\$ 24.00		
Individual #1	11/18/09	11/18/09	11/30/09	\$ 5.00	\$ 5.00		
Individual #1	11/20/09	11/20/09	11/30/09	\$ 175.00	\$ 175.00		
Individual #1	11/6/09	11/6/09	12/7/09	\$ 411.00	\$ 411.00		
Individual #1	11/6/09	11/6/09	12/7/09	\$ 206.00	\$ 206.00		
Individual #1	11/6/09	11/6/09	12/7/09	\$ 51.00	\$ 51.00		
Individual #1	11/6/09	11/6/09	12/7/09	\$ 276.00	\$ 276.00		
Individual #1	10/19/09	10/19/09	12/7/09	\$ 1,942.00	\$ 1,942.00		
Individual #1	11/6/09	11/6/09	12/7/09	\$ 1,762.50	\$ 1,762.50		
Individual #1	11/30/09	11/30/09	12/7/09	\$ 200.00	\$ 200.00		
Individual #1	11/13/09		12/7/09	\$ 101.91			\$ 101.91
Individual #1	11/6/09	11/7/09	12/14/09	\$ 577.50	\$ 577.50		
Individual #1	11/6/09	11/7/09	12/14/09	\$ 7,786.23	\$ 7,786.23		
Individual #1	11/6/09	11/7/09	12/14/09	\$ 6,731.73	\$ 6,731.73		
Individual #1	11/6/09	11/7/09	12/14/09	\$ 2,508.57	\$ 2,508.57		
Individual #1	11/6/09	11/7/09	12/14/09	\$ 1,391.64	\$ 1,391.64		
Individual #1	11/6/09	11/7/09	12/14/09	\$ 7,235.99	\$ 7,235.99		
Individual #1	11/6/09	11/7/09	12/14/09	\$ 4,827.20			\$ 4,827.20
Individual #1	11/6/09	11/7/09	12/14/09	\$ 14.00			\$ 14.00
Individual #1	11/21/09		12/14/09	\$ 826.16			\$ 826.16

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #1	11/21/09		12/14/09	\$ 82.22			\$ 82.22
Individual #1	11/21/09		12/14/09	\$ 91.04			\$ 91.04
Individual #1	11/21/09	11/21/09	12/14/09	\$ 83.00			\$ 83.00
Individual #1	11/23/09	11/23/09	12/14/09	\$ 18.00			\$ 18.00
Individual #1	11/24/09	11/24/09	12/14/09	\$ 231.00			\$ 231.00
Individual #1	11/13/09		12/14/09	\$ 72.97			\$ 72.97
Individual #1	12/1/09	12/1/09	12/14/09	\$ 25.00			\$ 25.00
Individual #1	12/2/09	12/2/09	12/14/09	\$ 25.00			\$ 25.00
Individual #1	12/3/09	12/3/09	12/14/09	\$ 500.00			\$ 500.00
Individual #1	11/26/09	11/26/09	12/14/09	\$ 18.00			\$ 18.00
Individual #1	10/27/09	10/27/09	12/14/09	\$ 314.00			\$ 314.00
Individual #1	11/26/09	11/26/09	12/14/09	\$ 83.00			\$ 83.00
Individual #1	9/27/09	9/29/09	12/21/09	\$ 1,290.68			\$ 1,290.68
Individual #1	9/27/09	9/29/09	12/21/09	\$ 1,113.61			\$ 1,113.61
Individual #1	9/27/09	9/29/09	12/21/09	\$ 2,280.68			\$ 2,280.68
Individual #1	9/27/09	9/29/09	12/21/09	\$ 1,450.84			\$ 1,450.84
Individual #1	9/27/09	9/29/09	12/21/09	\$ 6,019.56			\$ 6,019.56
Individual #1	9/27/09	9/29/09	12/21/09	\$ 496.80			\$ 496.80
Individual #1	9/27/09	9/29/09	12/21/09	\$ 7,216.48			\$ 7,216.48
Individual #1	11/29/09	11/29/09	12/21/09	\$ 18.00			\$ 18.00
Individual #1	11/29/09	11/29/09	12/21/09	\$ 18.00			\$ 18.00
Individual #1	11/21/09	11/21/09	12/21/09	\$ 240.00			\$ 240.00
Individual #1	12/2/09	12/2/09	12/21/09	\$ 18.00			\$ 18.00
Individual #1	12/2/09	12/2/09	12/21/09	\$ 18.00			\$ 18.00
Individual #1	11/17/09		12/21/09	\$ 213.68			\$ 213.68
Individual #1	11/21/09	11/21/09	12/21/09	\$ 174.00			\$ 174.00
Individual #1	12/7/09	12/7/09	12/21/09	\$ 18.00			\$ 18.00
Individual #1	12/8/09	12/8/09	12/28/09	\$ 51.00			\$ 51.00
Individual #1	12/8/09	12/8/09	12/28/09	\$ 589.00			\$ 589.00
Individual #1	12/8/09	12/8/09	12/28/09	\$ 300.00			\$ 300.00
Individual #1	11/17/09	11/17/09	12/28/09	\$ 263.00			\$ 263.00
Individual #1	11/17/09	11/17/09	12/28/09	\$ 172.00			\$ 172.00
Individual #1	12/9/09		12/28/09	\$ 8,859.03			\$ 8,859.03
Individual #1	12/7/09		12/28/09	\$ 56.10			\$ 56.10
Individual #1	11/3/09	11/3/09	12/28/09	\$ 314.00			\$ 314.00
Individual #1	11/6/09	11/6/09	12/28/09	\$ 75.00			\$ 75.00
Individual #1	12/14/09	12/14/09	12/28/09	\$ 300.00			\$ 300.00
Individual #1	12/16/09	12/16/09	12/28/09	\$ 125.00			\$ 125.00
Individual #1	12/4/09	12/4/09	12/28/09	\$ 236.00			\$ 236.00
Individual #1	12/14/09	12/14/09	12/28/09	\$ 52.00			\$ 52.00
Individual #1	12/8/09	12/8/09	12/28/09	\$ 132.00			\$ 132.00
Individual #1	12/9/09	12/9/09	12/28/09	\$ 52.00			\$ 52.00
Individual #1	12/10/09	12/10/09	12/28/09	\$ 52.00			\$ 52.00
Individual #1	12/11/09	12/11/09	12/28/09	\$ 52.00			\$ 52.00
Individual #1	12/12/09	12/12/09	12/28/09	\$ 52.00			\$ 52.00
Individual #1	12/13/09	12/13/09	12/28/09	\$ 52.00			\$ 52.00

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #1	9/25/09	9/25/09	12/30/09	\$ 450.00			\$ 450.00
Individual #1	9/25/09	9/25/09	12/30/09	\$ 12.50			\$ 12.50
Individual #1	11/17/09	11/17/09	1/11/10	\$ 270.00		\$ 270.00	
Individual #1	12/15/09	12/15/09	1/11/10	\$ 93.00		\$ 93.00	
Individual #1	12/16/09	12/16/09	1/11/10	\$ 52.00		\$ 52.00	
Individual #1	12/17/09	12/17/09	1/11/10	\$ 52.00		\$ 52.00	
Individual #1	12/18/09	12/18/09	1/11/10	\$ 52.00		\$ 52.00	
Individual #1	12/19/09	12/19/09	1/11/10	\$ 52.00		\$ 52.00	
Individual #1	12/20/09	12/20/09	1/11/10	\$ 52.00		\$ 52.00	
Individual #1	11/26/09	11/26/09	1/11/10	\$ 132.00		\$ 132.00	
Individual #1	11/27/09	11/27/09	1/11/10	\$ 132.00		\$ 132.00	
Individual #1	11/28/09	11/28/09	1/11/10	\$ 132.00		\$ 132.00	
Individual #1	11/29/09	11/29/09	1/11/10	\$ 132.00		\$ 132.00	
Individual #1	12/4/09	12/4/09	1/11/10	\$ 52.00		\$ 52.00	
Individual #1	11/22/09	11/22/09	1/11/10	\$ 294.00		\$ 294.00	
Individual #1	11/23/09	11/23/09	1/11/10	\$ 132.00		\$ 132.00	
Individual #1	11/30/09	11/30/09	1/11/10	\$ 132.00		\$ 132.00	
Individual #1	12/1/09	12/1/09	1/11/10	\$ 132.00		\$ 132.00	
Individual #1	12/2/09	12/2/09	1/11/10	\$ 132.00		\$ 132.00	
Individual #1	12/3/09	12/3/09	1/11/10	\$ 52.00		\$ 52.00	
Individual #1	11/26/09	11/26/09	1/18/10	\$ 174.00		\$ 174.00	
Individual #1	11/6/09	11/6/09	1/18/10	\$ 9.47		\$ 9.47	
Individual #1	11/6/09	11/6/09	1/18/10	\$ 29.24		\$ 29.24	
Individual #1	11/6/09	11/6/09	1/18/10	\$ 97.46		\$ 97.46	
Individual #1	11/6/09	11/6/09	1/18/10	\$ 58.48		\$ 58.48	
Individual #1	11/6/09	11/6/09	1/18/10	\$ 244.35		\$ 244.35	
Individual #1	11/21/09	12/8/09	1/25/10	\$ 6,257.51		\$ 6,257.51	
Individual #1	11/21/09	12/8/09	1/25/10	\$ 2,931.12		\$ 2,931.12	
Individual #1	11/21/09	12/8/09	1/25/10	\$ 1,079.16		\$ 1,079.16	
Individual #1	11/21/09	12/8/09	1/25/10	\$ 878.60		\$ 878.60	
Individual #1	11/21/09	12/8/09	1/25/10	\$ 737.84		\$ 737.84	
Individual #1	11/21/09	12/8/09	1/25/10	\$ 1,495.00		\$ 1,495.00	
Individual #1	11/21/09	12/8/09	1/25/10	\$ 3,055.32		\$ 3,055.32	
Individual #1	11/21/09	12/8/09	1/25/10	\$ 1,742.22		\$ 1,742.22	
Individual #1	11/30/09	11/30/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	12/4/09	12/4/09	2/22/10	\$ 52.00		\$ 52.00	
Individual #1	12/7/09	12/7/09	2/22/10	\$ 52.00		\$ 52.00	
Individual #1	11/22/09	11/22/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	12/1/09	12/1/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	12/2/09	12/2/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	11/23/09	11/23/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	11/26/09	11/26/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	11/28/09	11/28/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	12/5/09	12/5/09	2/22/10	\$ 52.00		\$ 52.00	
Individual #1	12/6/09	12/6/09	2/22/10	\$ 52.00		\$ 52.00	
Individual #1	11/21/09	11/21/09	2/22/10	\$ 124.00		\$ 124.00	

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #1	11/25/09	11/25/09	2/22/10	\$ 52.00		\$ 52.00	
Individual #1	11/29/09	11/29/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	12/3/09	12/3/09	2/22/10	\$ 93.00		\$ 93.00	
Individual #1	12/8/09	12/8/09	2/22/10	\$ 96.00		\$ 96.00	
Individual #1	11/24/09	11/24/09	2/22/10	\$ 52.00		\$ 52.00	
Individual #1	11/5/09	11/5/09	3/1/10	\$ 15.00		\$ 15.00	
Individual #1	9/29/09	9/29/09	3/1/10	\$ 96.00		\$ 96.00	
Individual #1	9/27/09	9/27/09	3/1/10	\$ 124.00		\$ 124.00	
Individual #1	9/28/09	9/28/09	3/1/10	\$ 93.00		\$ 93.00	
Individual #1	10/12/09	10/12/09	3/8/10	\$ 66.00		\$ 66.00	
Individual #1	11/21/09	12/8/09	5/10/10	\$ 6,516.36		\$ 6,516.36	
Individual #1	11/21/09	12/8/09	5/10/10	\$ 15,088.00		\$ 15,088.00	
Individual #1	11/21/09	12/8/09	5/10/10	\$ 36,763.64		\$ 36,763.64	
Individual #1	11/21/09	12/8/09	5/10/10	\$ 1,319.28		\$ 1,319.28	
Individual #1	11/21/09	12/8/09	5/10/10	\$ 8,600.16		\$ 8,600.16	
Individual #1	11/21/09	12/8/09	5/10/10	\$ 1,298.12		\$ 1,298.12	
Individual #1	11/21/09	12/8/09	5/10/10	\$ 11,055.05		\$ 11,055.05	
Individual #1	12/7/09	12/7/09	6/7/10	\$ 337.50			\$ 337.50
Individual #1	12/9/09	12/9/09	6/7/10	\$ 187.50			\$ 187.50
Individual #1			TOTAL	\$218,940.84	\$75,000.00	\$103,270.38	\$40,670.46
Individual #1 Note: This individual had the first \$75,000 in claims paid by SLEBC. The remaining payments made during 2009 were reimbursed by the Stop Loss insurance. However, SLEBC paid \$103,270.38 in claims for the individual which were incurred during 2009, but not paid until 2010. It appears there should have been sufficient time to process and pay the 2009 claims prior to 2010.							
Individual #2			1/13/09	\$ 41.40	\$ 41.40		
Individual #2			3/11/09	\$ 111.00	\$ 111.00		
Individual #2			3/17/09	\$ 41.40	\$ 41.40		
Individual #2			3/17/09	\$ 245.00	\$ 245.00		
Individual #2			3/17/09	\$ 198.00	\$ 198.00		
Individual #2			3/17/09	\$ 272.50	\$ 272.50		
Individual #2			3/17/09	\$ 2,386.37	\$ 2,386.37		
Individual #2			3/26/09	\$ 244.00	\$ 244.00		
Individual #2			3/26/09	\$ 192.67	\$ 192.67		
Individual #2			3/26/09	\$ 1,169.55	\$ 1,169.55		
Individual #2			3/26/09	\$ 3,296.70	\$ 3,296.70		
Individual #2			3/27/09	\$ 171.90	\$ 171.90		
Individual #2			3/31/09	\$ 50,464.96	\$50,464.96		
Individual #2			5/13/09	\$ 84.00	\$ 84.00		
Individual #2			5/13/09	\$ 586.00	\$ 586.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 13.55	\$ 13.55		
Individual #2			5/13/09	\$ 103.00	\$ 103.00		
Individual #2			5/13/09	\$ 28.00	\$ 28.00		
Individual #2			5/13/09	\$ 1,535.50	\$ 1,535.50		

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2			5/13/09	\$ 103.00	\$ 103.00		
Individual #2			5/13/09	\$ 18.00	\$ 18.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 216.00	\$ 216.00		
Individual #2			5/13/09	\$ 216.00	\$ 216.00		
Individual #2			5/13/09	\$ 154.00	\$ 154.00		
Individual #2			5/13/09	\$ 108.00	\$ 108.00		
Individual #2			5/13/09	\$ 240.00	\$ 240.00		
Individual #2			5/13/09	\$ 216.00	\$ 216.00		
Individual #2			5/13/09	\$ 570.00	\$ 570.00		
Individual #2			5/13/09	\$ 216.00	\$ 216.00		
Individual #2			5/13/09	\$ 3,346.00	\$ 3,346.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 30.00	\$ 30.00		
Individual #2			5/13/09	\$ 30.00	\$ 30.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 262.00	\$ 262.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 154.00	\$ 154.00		
Individual #2			5/13/09	\$ 61.00	\$ 61.00		
Individual #2			5/13/09	\$ 49.00	\$ 49.00		
Individual #2			5/13/09	\$ 49.00	\$ 49.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 276.00	\$ 276.00		
Individual #2			5/13/09	\$ 69.00	\$ 69.00		
Individual #2			5/13/09	\$ 69.00	\$ 69.00		
Individual #2			5/13/09	\$ 69.00	\$ 69.00		
Individual #2			5/13/09	\$ 69.00	\$ 69.00		
Individual #2			5/13/09	\$ 69.00	\$ 69.00		
Individual #2			5/13/09	\$ 30.00	\$ 30.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 69.00	\$ 69.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 69.00	\$ 69.00		
Individual #2			5/13/09	\$ 718.00	\$ 718.00		
Individual #2			5/13/09	\$ 15.00	\$ 15.00		
Individual #2			5/13/09	\$ 2,469.00	\$ 2,469.00		
Individual #2			5/13/09	\$ 164.00	\$ 164.00		
Individual #2			5/13/09	\$ 847.50	\$ 847.50		
Individual #2			5/13/09	\$ 168.00	\$ 168.00		

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2			5/13/09	\$ 1,094.00	\$ 1,094.00		
Individual #2			5/15/09	\$ 517.00	\$ 517.00		
Individual #2			5/15/09	\$ 1.45	\$ 1.45		
Individual #2			5/15/09	\$ 2,171.50	\$ 783.55	\$ 1,387.95	
Individual #2			5/15/09	\$ 220.00		\$ 220.00	
Individual #2			5/15/09	\$ 186.00		\$ 186.00	
Individual #2			5/15/09	\$ 517.00		\$ 517.00	
Individual #2			5/15/09	\$ 306.00		\$ 306.00	
Individual #2			5/15/09	\$ 1,864.50		\$ 1,864.50	
Individual #2			5/26/09	\$ 186.00		\$ 186.00	
Individual #2			5/26/09	\$ 799.50		\$ 799.50	
Individual #2			5/26/09	\$ 14.00		\$ 14.00	
Individual #2			5/26/09	\$ 264.00		\$ 264.00	
Individual #2			5/26/09	\$ 15.00		\$ 15.00	
Individual #2			5/29/09	\$ 7,841.00		\$ 7,841.00	
Individual #2			5/29/09	\$ 282.00		\$ 282.00	
Individual #2			5/29/09	\$ 186.00		\$ 186.00	
Individual #2			6/2/09	\$ 186.00		\$ 186.00	
Individual #2			6/11/09	\$ 57,378.44		\$ 57,378.44	
Individual #2			6/11/09	\$ 330.00		\$ 330.00	
Individual #2			6/17/09	\$ 1,016.25			\$ 1,016.25
Individual #2			6/17/09	\$ 394.00			\$ 394.00
Individual #2			6/17/09	\$ 52.00			\$ 52.00
Individual #2			6/17/09	\$ 52.00			\$ 52.00
Individual #2			6/23/09	\$ 15.00			\$ 15.00
Individual #2			6/23/09	\$ 69.00			\$ 69.00
Individual #2			6/23/09	\$ 15.00			\$ 15.00
Individual #2			6/23/09	\$ 325.00			\$ 325.00
Individual #2			6/23/09	\$ 924.00			\$ 924.00
Individual #2			6/23/09	\$ 15.00			\$ 15.00
Individual #2			6/23/09	\$ 264.00			\$ 264.00
Individual #2			6/30/09	\$ 517.00			\$ 517.00
Individual #2			6/30/09	\$ 93.00			\$ 93.00
Individual #2			6/30/09	\$ 15.00			\$ 15.00
Individual #2			6/30/09	\$ 99.00			\$ 99.00
Individual #2			6/30/09	\$ 69.00			\$ 69.00
Individual #2	2/19/09	2/19/09	3/16/09	\$ (99.00)		\$ (99.00)	
Individual #2	2/19/09	2/19/09	3/16/09	\$ (99.00)		\$ (99.00)	
Individual #2	6/2/09	6/2/09	7/6/09	\$ 58.75			\$ 58.75
Individual #2	6/2/09	6/2/09	7/6/09	\$ 19.82			\$ 19.82
Individual #2	6/2/09	6/2/09	7/6/09	\$ 1,006.71			\$ 1,006.71
Individual #2	6/2/09	6/2/09	7/6/09	\$ 182.16			\$ 182.16
Individual #2	3/15/09	4/9/09	7/6/09	\$ 32,645.43			\$ 32,645.43
Individual #2	3/15/09	4/9/09	7/6/09	\$ 1,190.70			\$ 1,190.70
Individual #2	3/15/09	4/9/09	7/6/09	\$ 430.85			\$ 430.85
Individual #2	3/15/09	4/9/09	7/6/09	\$ 213.50			\$ 213.50

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	3/15/09	4/9/09	7/6/09	\$ 45,985.37			\$ 45,985.37
Individual #2	3/15/09	4/9/09	7/6/09	\$ 19,989.91			\$ 19,989.91
Individual #2	3/15/09	4/9/09	7/6/09	\$ 29,654.51			\$ 29,654.51
Individual #2	3/15/09	4/9/09	7/6/09	\$ 91,579.39			\$ 91,579.39
Individual #2	3/15/09	4/9/09	7/6/09	\$ 24,248.00			\$ 24,248.00
Individual #2	3/15/09	4/9/09	7/6/09	\$ 10,485.10			\$ 10,485.10
Individual #2	6/29/09	6/29/09	7/13/09	\$ 50.00			\$ 50.00
Individual #2	6/22/09	6/22/09	7/20/09	\$ 52.00			\$ 52.00
Individual #2	7/8/09	7/8/09	7/20/09	\$ 237.50			\$ 237.50
Individual #2	6/2/09	6/2/09	7/27/09	\$ 236.00			\$ 236.00
Individual #2	5/5/09	6/3/09	7/27/09	\$ 3,233.21			\$ 3,233.21
Individual #2	5/5/09	6/3/09	7/27/09	\$ 1,839.46			\$ 1,839.46
Individual #2	5/5/09	6/3/09	7/27/09	\$ 33,052.14			\$ 33,052.14
Individual #2	5/5/09	6/3/09	7/27/09	\$ 173.77			\$ 173.77
Individual #2	5/5/09	6/3/09	7/27/09	\$ 129.82			\$ 129.82
Individual #2	5/5/09	6/3/09	7/27/09	\$ 3,845.28			\$ 3,845.28
Individual #2	5/5/09	6/3/09	7/27/09	\$ 4,944.32			\$ 4,944.32
Individual #2	5/5/09	6/3/09	7/27/09	\$ 421.25			\$ 421.25
Individual #2	5/5/09	6/3/09	7/27/09	\$ 135.92			\$ 135.92
Individual #2	3/15/09	3/15/09	7/27/09	\$ 191.00			\$ 191.00
Individual #2	3/15/09	3/15/09	7/27/09	\$ 98.00			\$ 98.00
Individual #2	3/12/09	3/12/09	7/27/09	\$ 69.00			\$ 69.00
Individual #2	3/10/09	3/10/09	7/27/09	\$ 69.00			\$ 69.00
Individual #2	7/17/09	7/17/09	7/27/09	\$ 187.50			\$ 187.50
Individual #2	4/8/09	4/8/09	7/27/09	\$ 108.00			\$ 108.00
Individual #2	3/27/09	3/27/09	7/27/09	\$ 108.00			\$ 108.00
Individual #2	3/30/09	3/30/09	7/27/09	\$ 108.00			\$ 108.00
Individual #2	4/1/09	4/1/09	7/27/09	\$ 108.00			\$ 108.00
Individual #2	3/22/09	3/22/09	7/27/09	\$ 15.00			\$ 15.00
Individual #2	3/6/09	3/6/09	7/27/09	\$ 69.00			\$ 69.00
Individual #2	3/6/09	3/6/09	7/27/09	\$ 142.00			\$ 142.00
Individual #2	3/7/09	3/7/09	7/27/09	\$ 191.00			\$ 191.00
Individual #2	6/29/09	6/29/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	6/30/09	6/30/09	8/3/09	\$ 93.00			\$ 93.00
Individual #2	6/15/09	6/15/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	6/8/09	6/8/09	8/3/09	\$ 93.00			\$ 93.00
Individual #2	6/9/09	6/9/09	8/3/09	\$ 93.00			\$ 93.00
Individual #2	6/10/09	6/10/09	8/3/09	\$ 93.00			\$ 93.00
Individual #2	6/11/09	6/11/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	6/12/09	6/12/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	6/17/09	6/17/09	8/3/09	\$ 93.00			\$ 93.00
Individual #2	6/19/09	6/19/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	6/25/09	6/25/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	6/24/09	6/24/09	8/3/09	\$ 93.00			\$ 93.00
Individual #2	6/16/09	6/16/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	6/26/09	6/26/09	8/3/09	\$ 52.00			\$ 52.00

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	7/6/09	7/6/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	7/1/09	7/1/09	8/3/09	\$ 93.00			\$ 93.00
Individual #2	7/3/09	7/3/09	8/3/09	\$ 52.00			\$ 52.00
Individual #2	6/4/09	7/3/09	8/10/09	\$ 389.70			\$ 389.70
Individual #2	6/4/09	7/3/09	8/10/09	\$ 126.00			\$ 126.00
Individual #2	6/4/09	7/3/09	8/10/09	\$ 412.21			\$ 412.21
Individual #2	6/4/09	7/3/09	8/10/09	\$ 4,566.60			\$ 4,566.60
Individual #2	6/4/09	7/3/09	8/10/09	\$ 5,772.60			\$ 5,772.60
Individual #2	6/4/09	7/3/09	8/10/09	\$ 4,811.40			\$ 4,811.40
Individual #2	6/4/09	7/3/09	8/10/09	\$ 139.82			\$ 139.82
Individual #2	6/4/09	7/3/09	8/10/09	\$ 305.35			\$ 305.35
Individual #2	6/4/09	7/3/09	8/10/09	\$ 33,212.69			\$ 33,212.69
Individual #2	6/4/09	7/3/09	8/10/09	\$ 2,991.38			\$ 2,991.38
Individual #2	7/8/09	7/8/09	8/10/09	\$ 93.00			\$ 93.00
Individual #2	3/20/09	3/20/09	8/10/09	\$ 51.00			\$ 51.00
Individual #2	3/19/09	3/19/09	8/10/09	\$ 51.00			\$ 51.00
Individual #2	3/18/09	3/18/09	8/10/09	\$ 51.00			\$ 51.00
Individual #2	3/17/09	3/17/09	8/10/09	\$ 51.00			\$ 51.00
Individual #2	3/22/09	3/22/09	8/10/09	\$ 55.00			\$ 55.00
Individual #2	3/16/09	3/16/09	8/10/09	\$ 51.00			\$ 51.00
Individual #2	7/23/09	7/23/09	8/10/09	\$ 566.00			\$ 566.00
Individual #2	7/23/09	7/23/09	8/10/09	\$ 557.00			\$ 557.00
Individual #2	7/23/09	7/23/09	8/10/09	\$ 24.00			\$ 24.00
Individual #2	7/23/09	7/23/09	8/10/09	\$ 16.00			\$ 16.00
Individual #2	7/28/09	7/28/09	8/10/09	\$ 162.50			\$ 162.50
Individual #2	3/22/09	3/22/09	8/10/09	\$ 241.00			\$ 241.00
Individual #2	3/21/09	3/21/09	8/10/09	\$ 241.00			\$ 241.00
Individual #2	8/1/09	8/1/09	8/17/09	\$ 364.00			\$ 364.00
Individual #2	8/13/09	8/13/09	8/24/09	\$ 237.50			\$ 237.50
Individual #2	8/10/09	8/10/09	8/24/09	\$ 62.50			\$ 62.50
Individual #2	7/15/09	7/15/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	7/23/09	7/23/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	7/22/09	7/22/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	7/16/09	7/16/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	7/17/09	7/17/09	8/31/09	\$ 52.00			\$ 52.00
Individual #2	7/24/09	7/24/09	8/31/09	\$ 52.00			\$ 52.00
Individual #2	7/31/09	7/31/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	7/30/09	7/30/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	7/29/09	7/29/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	7/27/09	7/27/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	7/28/09	7/28/09	8/31/09	\$ 93.00			\$ 93.00
Individual #2	8/15/09	8/15/09	8/31/09	\$ 15.00			\$ 15.00
Individual #2	8/21/09	8/21/09	8/31/09	\$ 50.00			\$ 50.00
Individual #2	3/16/09	3/16/09	8/31/09	\$ 15.00			\$ 15.00
Individual #2	7/4/09	8/2/09	9/8/09	\$ 302.40			\$ 302.40
Individual #2	7/4/09	8/2/09	9/8/09	\$ 34,695.00			\$ 34,695.00

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	7/4/09	8/2/09	9/8/09	\$ 96.70			\$ 96.70
Individual #2	7/4/09	8/2/09	9/8/09	\$ 5,187.60			\$ 5,187.60
Individual #2	7/4/09	8/2/09	9/8/09	\$ 179.76			\$ 179.76
Individual #2	7/4/09	8/2/09	9/8/09	\$ 4,696.20			\$ 4,696.20
Individual #2	7/4/09	8/2/09	9/8/09	\$ 3,989.70			\$ 3,989.70
Individual #2	7/2/09	8/2/09	9/8/09	\$ 726.30			\$ 726.30
Individual #2	7/2/09	8/2/09	9/8/09	\$ 50.40			\$ 50.40
Individual #2	7/2/09	8/2/09	9/8/09	\$ 321.30			\$ 321.30
Individual #2	7/4/09	8/2/09	9/8/09	\$ 2,911.68			\$ 2,911.68
Individual #2	8/7/09	8/7/09	9/8/09	\$ 52.00			\$ 52.00
Individual #2	8/5/09	8/5/09	9/8/09	\$ 93.00			\$ 93.00
Individual #2	8/3/09	8/3/09	9/8/09	\$ 52.00			\$ 52.00
Individual #2	8/4/09	8/4/09	9/8/09	\$ 52.00			\$ 52.00
Individual #2	8/31/09	8/31/09	9/8/09	\$ 37.50			\$ 37.50
Individual #2	8/28/09	8/28/09	9/8/09	\$ 212.50			\$ 212.50
Individual #2	8/18/09	8/18/09	9/8/09	\$ 56.00			\$ 56.00
Individual #2	8/5/09	8/5/09	9/14/09	\$ 67.86			\$ 67.86
Individual #2	7/31/09	7/31/09	9/14/09	\$ 1,801.03			\$ 1,801.03
Individual #2	9/1/09	9/1/09	9/14/09	\$ 50.00			\$ 50.00
Individual #2	3/15/09	3/15/09	9/21/09	\$ 653.00			\$ 653.00
Individual #2	3/15/09	3/15/09	9/21/09	\$ 43.80			\$ 43.80
Individual #2	8/21/09	8/21/09	9/21/09	\$ 52.00			\$ 52.00
Individual #2	8/28/09	8/28/09	9/21/09	\$ 93.00			\$ 93.00
Individual #2	8/27/09	8/27/09	9/21/09	\$ 52.00			\$ 52.00
Individual #2	8/24/09	8/24/09	9/21/09	\$ 93.00			\$ 93.00
Individual #2	8/19/09	8/19/09	9/21/09	\$ 93.00			\$ 93.00
Individual #2	8/26/09	8/26/09	9/21/09	\$ 93.00			\$ 93.00
Individual #2	8/10/09	8/10/09	9/21/09	\$ 52.00			\$ 52.00
Individual #2	8/12/09	8/12/09	9/21/09	\$ 93.00			\$ 93.00
Individual #2	8/13/09	8/13/09	9/21/09	\$ 52.00			\$ 52.00
Individual #2	8/14/09	8/14/09	9/21/09	\$ 52.00			\$ 52.00
Individual #2	8/15/09	8/15/09	9/21/09	\$ 93.00			\$ 93.00
Individual #2	8/18/09	8/18/09	9/21/09	\$ 93.00			\$ 93.00
Individual #2	9/10/09	9/10/09	9/21/09	\$ 112.50			\$ 112.50
Individual #2	9/9/09	9/9/09	9/21/09	\$ 125.00			\$ 125.00
Individual #2	9/8/09	9/8/09	9/21/09	\$ 300.00			\$ 300.00
Individual #2	9/11/09	9/11/09	9/21/09	\$ 87.50			\$ 87.50
Individual #2	9/2/09	9/2/09	9/21/09	\$ 73.00			\$ 73.00
Individual #2	9/2/09	9/2/09	9/28/09	\$ 164.00			\$ 164.00
Individual #2	9/15/09	9/15/09	9/28/09	\$ 175.00			\$ 175.00
Individual #2	9/18/09	9/18/09	9/28/09	\$ 50.00			\$ 50.00
Individual #2	9/8/09	9/8/09	10/5/09	\$ 52.00			\$ 52.00
Individual #2	8/31/09	8/31/09	10/5/09	\$ 52.00			\$ 52.00
Individual #2	9/2/09	9/2/09	10/5/09	\$ 93.00			\$ 93.00
Individual #2	9/4/09	9/4/09	10/5/09	\$ 52.00			\$ 52.00
Individual #2	9/10/09	9/10/09	10/5/09	\$ 96.00			\$ 96.00

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	9/2/09	9/10/09	10/5/09	\$ 9,252.00			\$ 9,252.00
Individual #2	9/2/09	9/10/09	10/5/09	\$ 14.40			\$ 14.40
Individual #2	9/2/09	9/10/09	10/5/09	\$ 100.80			\$ 100.80
Individual #2	9/2/09	9/10/09	10/5/09	\$ 1,158.30			\$ 1,158.30
Individual #2	9/2/09	9/10/09	10/5/09	\$ 926.10			\$ 926.10
Individual #2	9/2/09	9/10/09	10/5/09	\$ 1,558.80			\$ 1,558.80
Individual #2	9/2/09	9/10/09	10/5/09	\$ 904.72			\$ 904.72
Individual #2	9/2/09	9/10/09	10/5/09	\$ 49.85			\$ 49.85
Individual #2	8/3/09	9/1/09	10/5/09	\$ 3,238.11			\$ 3,238.11
Individual #2	8/3/09	9/1/09	10/5/09	\$ 54.01			\$ 54.01
Individual #2	8/3/09	9/1/09	10/5/09	\$ 3,990.46			\$ 3,990.46
Individual #2	8/3/09	9/1/09	10/5/09	\$ 393.09			\$ 393.09
Individual #2	8/3/09	9/1/09	10/5/09	\$ 6,076.16			\$ 6,076.16
Individual #2	8/3/09	9/1/09	10/5/09	\$ 220.66			\$ 220.66
Individual #2	8/3/09	9/1/09	10/5/09	\$ 34,701.63			\$ 34,701.63
Individual #2	8/3/09	9/1/09	10/5/09	\$ 144.93			\$ 144.93
Individual #2	8/3/09	9/1/09	10/5/09	\$ 4,475.66			\$ 4,475.66
Individual #2	9/21/09	9/21/09	10/5/09	\$ 82.00			\$ 82.00
Individual #2	9/25/09	9/25/09	10/12/09	\$ 162.50			\$ 162.50
Individual #2	9/24/09	9/24/09	10/12/09	\$ 37.50			\$ 37.50
Individual #2	9/23/09	9/23/09	10/12/09	\$ 112.50			\$ 112.50
Individual #2	9/22/09	9/22/09	10/12/09	\$ 237.50			\$ 237.50
Individual #2	9/29/09	9/29/09	10/12/09	\$ 50.00			\$ 50.00
Individual #2	9/10/09		10/12/09	\$ 77.35			\$ 77.35
Individual #2	9/10/09		10/12/09	\$ 1.26			\$ 1.26
Individual #2	9/10/09		10/12/09	\$ 0.88			\$ 0.88
Individual #2	9/10/09		10/12/09	\$ 1.02			\$ 1.02
Individual #2	9/10/09		10/12/09	\$ 34.89			\$ 34.89
Individual #2	9/10/09		10/12/09	\$ 75.46			\$ 75.46
Individual #2	9/10/09		10/12/09	\$ 0.41			\$ 0.41
Individual #2	9/10/09		10/12/09	\$ 5.92			\$ 5.92
Individual #2	9/10/09		10/12/09	\$ 0.56			\$ 0.56
Individual #2	9/10/09		10/12/09	\$ 0.47			\$ 0.47
Individual #2	9/10/09		10/12/09	\$ 5.28			\$ 5.28
Individual #2	9/10/09		10/12/09	\$ 13.35			\$ 13.35
Individual #2	9/10/09		10/12/09	\$ 0.54			\$ 0.54
Individual #2	9/10/09		10/12/09	\$ 91.04			\$ 91.04
Individual #2	9/10/09		10/12/09	\$ 0.76			\$ 0.76
Individual #2	9/10/09		10/12/09	\$ 2.52			\$ 2.52
Individual #2	9/23/09		10/12/09	\$ 0.65			\$ 0.65
Individual #2	9/22/09		10/19/09	\$ 10.14			\$ 10.14
Individual #2	9/22/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/17/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/18/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/19/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/20/09		10/19/09	\$ 748.00			\$ 748.00

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	9/21/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/23/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/30/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/24/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/25/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/26/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/27/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/28/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	9/29/09		10/19/09	\$ 748.00			\$ 748.00
Individual #2	10/5/09	10/5/09	10/19/09	\$ 112.50			\$ 112.50
Individual #2	10/6/09	10/6/09	10/19/09	\$ 184.00			\$ 184.00
Individual #2	10/7/09		10/26/09	\$ 12.45			\$ 12.45
Individual #2	10/7/09		10/26/09	\$ 91.04			\$ 91.04
Individual #2	10/7/09		10/26/09	\$ 0.01			\$ 0.01
Individual #2	10/7/09		10/26/09	\$ 73.55			\$ 73.55
Individual #2	10/7/09		10/26/09	\$ 0.51			\$ 0.51
Individual #2	10/7/09		10/26/09	\$ 14.00			\$ 14.00
Individual #2	10/15/09	10/15/09	10/26/09	\$ 50.00			\$ 50.00
Individual #2	10/19/09	10/19/09	11/2/09	\$ 62.50			\$ 62.50
Individual #2	10/20/09	10/20/09	11/2/09	\$ 162.50			\$ 162.50
Individual #2	10/20/09	10/20/09	11/2/09	\$ 86.00			\$ 86.00
Individual #2	10/20/09		11/9/09	\$ 115.29			\$ 115.29
Individual #2	10/16/09		11/9/09	\$ 75.46			\$ 75.46
Individual #2	10/20/09	10/20/09	11/9/09	\$ 29.00			\$ 29.00
Individual #2	10/26/09	10/26/09	11/9/09	\$ 148.00			\$ 148.00
Individual #2	10/23/09	10/23/09	11/9/09	\$ 66.00			\$ 66.00
Individual #2	10/26/09	10/26/09	11/9/09	\$ 135.00			\$ 135.00
Individual #2	10/22/09	10/22/09	11/9/09	\$ 863.00			\$ 863.00
Individual #2	10/27/09	10/27/09	11/9/09	\$ 49.00			\$ 49.00
Individual #2	10/27/09	10/27/09	11/9/09	\$ 123.00			\$ 123.00
Individual #2	10/27/09	10/27/09	11/9/09	\$ 164.00			\$ 164.00
Individual #2	10/12/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/26/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/23/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/23/09		11/16/09	\$ 126.90			\$ 126.90
Individual #2	10/22/09		11/16/09	\$ 42.30			\$ 42.30
Individual #2	10/20/09		11/16/09	\$ 169.20			\$ 169.20
Individual #2	10/15/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/15/09		11/16/09	\$ 169.20			\$ 169.20
Individual #2	10/15/09		11/16/09	\$ 79.20			\$ 79.20
Individual #2	10/2/09		11/16/09	\$ 108.00			\$ 108.00
Individual #2	10/12/09		11/16/09	\$ 169.20			\$ 169.20
Individual #2	10/12/09		11/16/09	\$ 39.60			\$ 39.60
Individual #2	10/9/09		11/16/09	\$ 126.90			\$ 126.90
Individual #2	10/7/09		11/16/09	\$ 126.90			\$ 126.90
Individual #2	10/7/09		11/16/09	\$ 84.60			\$ 84.60

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	10/5/09		11/16/09	\$ 42.30			\$ 42.30
Individual #2	10/5/09		11/16/09	\$ 126.90			\$ 126.90
Individual #2	10/5/09		11/16/09	\$ 39.60			\$ 39.60
Individual #2	10/12/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/27/09		11/16/09	\$ 126.90			\$ 126.90
Individual #2	10/14/09		11/16/09	\$ 126.90			\$ 126.90
Individual #2	10/30/09		11/16/09	\$ 42.30			\$ 42.30
Individual #2	10/2/09		11/16/09	\$ 202.50			\$ 202.50
Individual #2	10/29/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/26/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/23/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/21/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/20/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/16/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/14/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/7/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/9/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/27/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/5/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/2/09		11/16/09	\$ 108.00			\$ 108.00
Individual #2	10/26/09		11/16/09	\$ 31.50			\$ 31.50
Individual #2	10/19/09		11/16/09	\$ 31.50			\$ 31.50
Individual #2	10/15/09		11/16/09	\$ 31.50			\$ 31.50
Individual #2	10/12/09		11/16/09	\$ 31.50			\$ 31.50
Individual #2	10/28/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/28/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/30/09		11/16/09	\$ 116.10			\$ 116.10
Individual #2	10/9/09		11/16/09	\$ 145.80			\$ 145.80
Individual #2	10/14/09		11/16/09	\$ 211.50			\$ 211.50
Individual #2	10/14/09		11/16/09	\$ 39.60			\$ 39.60
Individual #2	10/13/09		11/16/09	\$ 126.90			\$ 126.90
Individual #2	10/13/09		11/16/09	\$ 31.50			\$ 31.50
Individual #2	10/13/09		11/16/09	\$ 46.80			\$ 46.80
Individual #2	10/13/09		11/16/09	\$ 72.00			\$ 72.00
Individual #2	10/13/09		11/16/09	\$ 39.60			\$ 39.60
Individual #2	10/16/09		11/16/09	\$ 82.80			\$ 82.80
Individual #2	10/9/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/6/09		11/16/09	\$ 97.20			\$ 97.20
Individual #2	10/9/09		11/16/09	\$ 41.40			\$ 41.40
Individual #2	10/8/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/8/09		11/16/09	\$ 108.00			\$ 108.00
Individual #2	10/6/09		11/16/09	\$ 42.30			\$ 42.30
Individual #2	10/6/09		11/16/09	\$ 41.40			\$ 41.40
Individual #2	10/30/09		11/16/09	\$ 72.00			\$ 72.00
Individual #2	10/5/09		11/16/09	\$ 126.90			\$ 126.90
Individual #2	10/13/09		11/16/09	\$ 13.50			\$ 13.50

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	10/22/09		11/16/09	\$ 42.30			\$ 42.30
Individual #2	10/6/09		11/16/09	\$ 39.60			\$ 39.60
Individual #2	10/30/09		11/16/09	\$ 145.80			\$ 145.80
Individual #2	10/29/09		11/16/09	\$ 42.30			\$ 42.30
Individual #2	10/29/09		11/16/09	\$ 72.00			\$ 72.00
Individual #2	10/29/09		11/16/09	\$ 145.80			\$ 145.80
Individual #2	10/16/09		11/16/09	\$ 145.80			\$ 145.80
Individual #2	10/28/09		11/16/09	\$ 72.00			\$ 72.00
Individual #2	10/22/09		11/16/09	\$ 82.80			\$ 82.80
Individual #2	10/22/09		11/16/09	\$ 13.50			\$ 13.50
Individual #2	10/19/09		11/16/09	\$ 42.30			\$ 42.30
Individual #2	10/16/09		11/16/09	\$ 42.30			\$ 42.30
Individual #2	10/28/09		11/16/09	\$ 169.20			\$ 169.20
Individual #2	10/19/09		11/16/09	\$ 31.50			\$ 31.50
Individual #2	10/21/09		11/16/09	\$ 211.50			\$ 211.50
Individual #2	10/20/09		11/16/09	\$ 13.50			\$ 13.50
Individual #2	10/20/09		11/16/09	\$ 39.60			\$ 39.60
Individual #2	10/20/09		11/16/09	\$ 84.60			\$ 84.60
Individual #2	10/21/09		11/16/09	\$ 31.50			\$ 31.50
Individual #2	10/19/09		11/16/09	\$ 145.80			\$ 145.80
Individual #2	10/27/09		11/16/09	\$ 67.62			\$ 67.62
Individual #2	10/27/09		11/16/09	\$ 44.16			\$ 44.16
Individual #2	10/27/09		11/16/09	\$ 77.97			\$ 77.97
Individual #2	10/27/09		11/16/09	\$ 73.83			\$ 73.83
Individual #2	10/27/09		11/16/09	\$ 31.60			\$ 31.60
Individual #2	10/9/09		11/16/09	\$ 36.73			\$ 36.73
Individual #2	10/9/09		11/16/09	\$ 18.00			\$ 18.00
Individual #2	10/9/09		11/16/09	\$ 81.00			\$ 81.00
Individual #2	10/9/09		11/16/09	\$ 28.80			\$ 28.80
Individual #2	11/6/09	11/6/09	11/23/09	\$ 111.00			\$ 111.00
Individual #2	11/10/09	11/10/09	11/23/09	\$ 187.50			\$ 187.50
Individual #2	11/3/09		11/23/09	\$ 114.30			\$ 114.30
Individual #2	11/6/09		11/23/09	\$ 3.40			\$ 3.40
Individual #2	11/7/09		11/23/09	\$ 0.01			\$ 0.01
Individual #2	11/6/09		11/23/09	\$ 91.04			\$ 91.04
Individual #2	11/6/09	11/6/09	11/30/09	\$ 10.96			\$ 10.96
Individual #2	11/6/09	11/6/09	11/30/09	\$ 63.84			\$ 63.84
Individual #2	10/2/09	10/2/09	11/30/09	\$ 10.40			\$ 10.40
Individual #2	10/2/09	10/2/09	11/30/09	\$ 63.84			\$ 63.84
Individual #2	10/2/09	10/2/09	11/30/09	\$ 10.96			\$ 10.96
Individual #2	11/6/09	11/6/09	11/30/09	\$ 2,396.00			\$ 2,396.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 400.00			\$ 400.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 480.00			\$ 480.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 152.00			\$ 152.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 48.00			\$ 48.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 120.00			\$ 120.00

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	11/6/09	11/6/09	11/30/09	\$ 360.00			\$ 360.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 240.00			\$ 240.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 60.00			\$ 60.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 136.00			\$ 136.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 120.00			\$ 120.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 84.00			\$ 84.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 440.00			\$ 440.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 108.00			\$ 108.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 88.00			\$ 88.00
Individual #2	11/6/09	11/6/09	11/30/09	\$ 120.00			\$ 120.00
Individual #2	5/5/09		11/30/09	\$ 352.26			\$ 352.26
Individual #2	11/6/09	11/6/09	12/7/09	\$ 18.00			\$ 18.00
Individual #2	11/6/09	11/6/09	12/7/09	\$ 18.00			\$ 18.00
Individual #2	11/6/09	11/6/09	12/7/09	\$ 20.00			\$ 20.00
Individual #2	11/30/09		12/7/09	\$ 114.30			\$ 114.30
Individual #2	11/29/09		12/7/09	\$ 0.53			\$ 0.53
Individual #2	11/29/09		12/7/09	\$ 91.04			\$ 91.04
Individual #2	11/29/09		12/7/09	\$ 3.33			\$ 3.33
Individual #2	11/16/09		12/7/09	\$ 75.46			\$ 75.46
Individual #2	11/16/09		12/14/09	\$ 169.20			\$ 169.20
Individual #2	11/11/09		12/14/09	\$ 116.10			\$ 116.10
Individual #2	11/10/09		12/14/09	\$ 253.80			\$ 253.80
Individual #2	11/9/09		12/14/09	\$ 42.30			\$ 42.30
Individual #2	11/10/09		12/14/09	\$ 42.30			\$ 42.30
Individual #2	11/11/09		12/14/09	\$ 39.60			\$ 39.60
Individual #2	11/11/09		12/14/09	\$ 41.40			\$ 41.40
Individual #2	11/11/09		12/14/09	\$ 126.90			\$ 126.90
Individual #2	11/13/09		12/14/09	\$ 169.20			\$ 169.20
Individual #2	11/16/09		12/14/09	\$ 39.60			\$ 39.60
Individual #2	11/16/09		12/14/09	\$ 42.30			\$ 42.30
Individual #2	11/2/09		12/14/09	\$ 63.00			\$ 63.00
Individual #2	11/9/09		12/14/09	\$ 31.50			\$ 31.50
Individual #2	11/16/09		12/14/09	\$ 31.50			\$ 31.50
Individual #2	11/3/09		12/14/09	\$ 116.10			\$ 116.10
Individual #2	11/4/09		12/14/09	\$ 116.10			\$ 116.10
Individual #2	11/6/09		12/14/09	\$ 84.60			\$ 84.60
Individual #2	11/9/09		12/14/09	\$ 116.10			\$ 116.10
Individual #2	11/12/09		12/14/09	\$ 84.60			\$ 84.60
Individual #2	11/13/09		12/14/09	\$ 116.10			\$ 116.10
Individual #2	11/16/09		12/14/09	\$ 116.10			\$ 116.10
Individual #2	11/6/09		12/14/09	\$ 116.10			\$ 116.10
Individual #2	11/4/09		12/14/09	\$ 169.20			\$ 169.20
Individual #2	11/2/09		12/14/09	\$ 145.80			\$ 145.80
Individual #2	11/2/09		12/14/09	\$ 72.00			\$ 72.00
Individual #2	11/2/09		12/14/09	\$ 42.30			\$ 42.30
Individual #2	11/16/09		12/14/09	\$ 126.90			\$ 126.90

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #2	11/4/09		12/14/09	\$ 31.50			\$ 31.50
Individual #2	11/3/09		12/14/09	\$ 40.50			\$ 40.50
Individual #2	11/4/09		12/14/09	\$ 77.40			\$ 77.40
Individual #2	11/5/09		12/14/09	\$ 97.20			\$ 97.20
Individual #2	11/5/09		12/14/09	\$ 126.90			\$ 126.90
Individual #2	11/9/09		12/14/09	\$ 145.80			\$ 145.80
Individual #2	11/9/09		12/14/09	\$ 84.60			\$ 84.60
Individual #2	11/11/09		12/14/09	\$ 72.00			\$ 72.00
Individual #2	11/11/09		12/14/09	\$ 169.20			\$ 169.20
Individual #2	11/12/09		12/14/09	\$ 82.80			\$ 82.80
Individual #2	11/12/09		12/14/09	\$ 145.80			\$ 145.80
Individual #2	11/12/09		12/14/09	\$ 31.50			\$ 31.50
Individual #2	11/12/09		12/14/09	\$ 38.70			\$ 38.70
Individual #2	11/2/09		12/14/09	\$ 42.30			\$ 42.30
Individual #2	11/3/09		12/14/09	\$ 169.20			\$ 169.20
Individual #2	11/9/09		12/14/09	\$ 36.00			\$ 36.00
Individual #2	11/4/09		12/14/09	\$ 72.00			\$ 72.00
Individual #2	10/27/09	10/27/09	12/14/09	\$ 6.00			\$ 6.00
Individual #2	10/27/09	10/27/09	12/14/09	\$ 5.95			\$ 5.95
Individual #2	10/27/09	10/27/09	12/14/09	\$ 9.35			\$ 9.35
Individual #2	10/27/09	10/27/09	12/14/09	\$ 8.50			\$ 8.50
Individual #2	10/27/09	10/27/09	12/14/09	\$ 8.50			\$ 8.50
Individual #2	12/12/09		12/28/09	\$ 75.46			\$ 75.46
Individual #2	12/14/09	12/14/09	12/28/09	\$ 63.84			\$ 63.84
Individual #2	11/24/09	11/24/09	1/18/10	\$ 53.00		\$ 53.00	
Individual #2	11/24/09	11/24/09	1/18/10	\$ 32.00		\$ 32.00	
Individual #2	2/19/09	2/19/09	1/18/10	\$ 119.00		\$ 119.00	
Individual #2	9/10/09		3/15/10	\$ 748.00		\$ 748.00	
Individual #2	9/11/09		3/15/10	\$ 748.00		\$ 748.00	
Individual #2	9/12/09		3/15/10	\$ 748.00		\$ 748.00	
Individual #2	9/13/09		3/15/10	\$ 748.00		\$ 748.00	
Individual #2	9/14/09		3/15/10	\$ 748.00		\$ 748.00	
Individual #2	9/15/09		3/15/10	\$ 748.00		\$ 748.00	
Individual #2	9/16/09		3/15/10	\$ 748.00		\$ 748.00	
Individual #2			TOTAL	\$680,196.46	\$75,000.00	\$ 77,205.39	\$527,991.07
<p>Individual #2 Note: This individual's first \$75,000 of claims were paid by SLEBC, and the majority of the remaining claims were reimbursed from the Stop Loss insurance. However, this individual had an additional \$77,205.39 in claims, after the first \$75,000, that were paid by SLEBC in 2009 and 2010. Of this amount, this individual had \$5,440 in claims for services provided during 2009 that were not paid until 2010(highlight in orange). As a result, SLEBC paid these costs instead of the Stop Loss insurance.</p>							
Individual #3			1/14/09	\$ 55.00	\$ 55.00		
Individual #3			1/21/09	\$ 8,779.05	\$ 8,779.05		
Individual #3			1/21/09	\$ 38.22	\$ 38.22		
Individual #3			1/28/09	\$ 608.58	\$ 608.58		
Individual #3			2/18/09	\$ 172.53	\$ 172.53		
Individual #3			2/18/09	\$ 179.79	\$ 179.79		
Individual #3			2/18/09	\$ 179.79	\$ 179.79		

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #3			2/18/09	\$ 108.83	\$ 108.83		
Individual #3			3/10/09	\$ 89.89	\$ 89.89		
Individual #3			3/10/09	\$ 47.63	\$ 47.63		
Individual #3			3/17/09	\$ 89.90	\$ 89.90		
Individual #3			3/17/09	\$ 47.63	\$ 47.63		
Individual #3			3/26/09	\$ 89.89	\$ 89.89		
Individual #3			3/26/09	\$ 47.63	\$ 47.63		
Individual #3			3/26/09	\$ 47.63	\$ 47.63		
Individual #3			3/26/09	\$ 30.72	\$ 30.72		
Individual #3			3/26/09	\$ 147.70	\$ 147.70		
Individual #3			3/27/09	\$ 33.00	\$ 33.00		
Individual #3			3/31/09	\$ 89.89	\$ 89.89		
Individual #3			3/31/09	\$ 179.79	\$ 179.79		
Individual #3			3/31/09	\$ 179.79	\$ 179.79		
Individual #3			3/31/09	\$ 89.89	\$ 89.89		
Individual #3			5/12/09	\$ 264.16	\$ 264.16		
Individual #3			5/12/09	\$ 286.88	\$ 286.88		
Individual #3			5/12/09	\$ 308.70	\$ 308.70		
Individual #3			5/12/09	\$ 530.31	\$ 530.31		
Individual #3			5/12/09	\$ 308.04	\$ 308.04		
Individual #3			5/12/09	\$ 34.40	\$ 34.40		
Individual #3			5/12/09	\$ 47.63	\$ 47.63		
Individual #3			5/12/09	\$ 47.63	\$ 47.63		
Individual #3			5/12/09	\$ 34.40	\$ 34.40		
Individual #3			5/12/09	\$ 71.00	\$ 71.00		
Individual #3			5/21/09	\$ 33.00	\$ 33.00		
Individual #3			5/21/09	\$ 38.00	\$ 38.00		
Individual #3			5/21/09	\$ 59.10	\$ 59.10		
Individual #3			5/21/09	\$ 89.89	\$ 89.89		
Individual #3			5/21/09	\$ 179.79	\$ 179.79		
Individual #3			5/28/09	\$ 66.00	\$ 66.00		
Individual #3			5/28/09	\$ 47.63	\$ 47.63		
Individual #3			5/28/09	\$ 135.00	\$ 135.00		
Individual #3			6/2/09	\$ 490.60	\$ 490.60		
Individual #3			6/10/09	\$ 8,784.94	\$ 8,784.94		
Individual #3			6/10/09	\$ 53.90	\$ 53.90		
Individual #3			6/10/09	\$ 445.50	\$ 445.50		
Individual #3			6/10/09	\$ 73.80	\$ 73.80		
Individual #3			6/10/09	\$ 16.20	\$ 16.20		
Individual #3			6/16/09	\$ 80.00	\$ 80.00		
Individual #3			6/16/09	\$ 38.22	\$ 38.22		
Individual #3			6/23/09	\$ 38.22	\$ 38.22		
Individual #3			6/30/09	\$ 338.68	\$ 338.68		
Individual #3	11/30/09		12/7/09	\$ 147.26	\$ 147.26		
Individual #3	11/23/09		12/7/09	\$ 0.79	\$ 0.79		
Individual #3	11/18/09	11/18/09	12/7/09	\$ 29.72	\$ 29.72		

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #3	11/20/09	11/20/09	12/7/09	\$ 15.43	\$ 15.43		
Individual #3	11/20/09	11/20/09	12/7/09	\$ 62.53	\$ 62.53		
Individual #3	11/23/09	11/23/09	12/7/09	\$ 15.43	\$ 15.43		
Individual #3	11/23/09	11/23/09	12/7/09	\$ 62.51	\$ 62.51		
Individual #3	11/25/09	11/25/09	12/7/09	\$ 15.43	\$ 15.43		
Individual #3	11/25/09	11/25/09	12/7/09	\$ 62.51	\$ 62.51		
Individual #3	11/27/09	11/27/09	12/7/09	\$ 15.43	\$ 15.43		
Individual #3	11/27/09	11/27/09	12/7/09	\$ 62.53	\$ 62.53		
Individual #3	11/30/09	11/30/09	12/14/09	\$ 15.43	\$ 15.43		
Individual #3	11/30/09	11/30/09	12/14/09	\$ 62.51	\$ 62.51		
Individual #3	12/2/09	12/2/09	12/14/09	\$ 15.43	\$ 15.43		
Individual #3	12/2/09	12/2/09	12/14/09	\$ 62.51	\$ 62.51		
Individual #3	12/4/09	12/4/09	12/14/09	\$ 15.43	\$ 15.43		
Individual #3	12/4/09	12/4/09	12/14/09	\$ 62.53	\$ 62.53		
Individual #3	12/9/09	12/9/09	12/21/09	\$ 15.43	\$ 15.43		
Individual #3	12/9/09	12/9/09	12/21/09	\$ 62.51	\$ 62.51		
Individual #3	12/11/09	12/11/09	12/21/09	\$ 15.43	\$ 15.43		
Individual #3	12/11/09	12/11/09	12/21/09	\$ 62.52	\$ 62.52		
Individual #3	12/7/09		12/28/09	\$ 7.71	\$ 7.71		
Individual #3	12/7/09		12/28/09	\$ 107.58	\$ 107.58		
Individual #3	12/7/09		12/28/09	\$ 38.93	\$ 38.93		
Individual #3	12/7/09		12/28/09	\$ 17.47	\$ 17.47		
Individual #3	12/7/09		12/28/09	\$ 15.10	\$ 15.10		
Individual #3	12/14/09		12/28/09	\$ 225.58	\$ 225.58		
Individual #3	12/15/09		12/28/09	\$ 220.16	\$ 220.16		
Individual #3	12/2/09		12/28/09	\$ 1.44	\$ 1.44		
Individual #3	12/8/09		12/28/09	\$ 0.98	\$ 0.98		
Individual #3	12/8/09		12/28/09	\$ 0.79	\$ 0.79		
Individual #3	12/11/09		12/28/09	\$ 75.46	\$ 75.46		
Individual #3	12/18/09		1/11/10	\$ 14.11	\$ 14.11		
Individual #3	12/18/09		1/11/10	\$ 22.93	\$ 22.93		
Individual #3	12/18/09		1/11/10	\$ 22.93	\$ 22.93		
Individual #3	12/18/09		1/11/10	\$ 36.16	\$ 36.16		
Individual #3	9/23/09	9/23/09	1/18/10	\$ 649.75	\$ 649.75		
Individual #3	9/23/09	9/23/09	1/18/10	\$ 110.00	\$ 110.00		
Individual #3	10/28/09		1/18/10	\$ 79.38	\$ 79.38		
Individual #3	10/28/09		1/18/10	\$ 50.96	\$ 50.96		
Individual #3	10/28/09		1/18/10	\$ 61.74	\$ 61.74		
Individual #3	10/28/09		1/18/10	\$ 40.18	\$ 40.18		
Individual #3	10/28/09		1/18/10	\$ 49.98	\$ 49.98		
Individual #3	11/4/09		1/18/10	\$ 15.68	\$ 15.68		
Individual #3	11/4/09		1/18/10	\$ 89.18	\$ 89.18		
Individual #3	11/4/09		1/18/10	\$ 57.82	\$ 57.82		
Individual #3	11/4/09		1/18/10	\$ 61.74	\$ 61.74		
Individual #3	11/4/09		1/18/10	\$ 27.44	\$ 27.44		
Individual #3	11/4/09		1/18/10	\$ 49.98	\$ 49.98		

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #3	11/4/09		1/18/10	\$ 74.48	\$ 74.48		
Individual #3	11/6/09		1/18/10	\$ 5.39	\$ 5.39		
Individual #3	11/6/09		1/18/10	\$ 15.68	\$ 15.68		
Individual #3	11/6/09		1/18/10	\$ 40.18	\$ 40.18		
Individual #3	11/6/09		1/18/10	\$ 108.78	\$ 108.78		
Individual #3	11/13/09		1/18/10	\$ 15.68	\$ 15.68		
Individual #3	11/13/09		1/18/10	\$ 40.18	\$ 40.18		
Individual #3	11/17/09	11/17/09	1/18/10	\$ 94.00	\$ 94.00		
Individual #3	11/17/09	11/17/09	1/18/10	\$ 45.00	\$ 45.00		
Individual #3	11/17/09	11/17/09	1/18/10	\$ 43.00	\$ 43.00		
Individual #3	11/20/09		1/18/10	\$ 15.68	\$ 15.68		
Individual #3	11/20/09		1/18/10	\$ 40.18	\$ 40.18		
Individual #3	11/30/09	11/30/09	1/18/10	\$ 66.00	\$ 66.00		
Individual #3	11/30/09		1/18/10	\$ 15.68	\$ 15.68		
Individual #3	11/30/09		1/18/10	\$ 79.38	\$ 79.38		
Individual #3	11/30/09		1/18/10	\$ 33.32	\$ 33.32		
Individual #3	11/30/09		1/18/10	\$ 70.56	\$ 70.56		
Individual #3	11/30/09		1/18/10	\$ 61.74	\$ 61.74		
Individual #3	11/30/09		1/18/10	\$ 40.18	\$ 40.18		
Individual #3	11/30/09		1/18/10	\$ 27.44	\$ 27.44		
Individual #3	11/30/09		1/18/10	\$ 54.88	\$ 54.88		
Individual #3	11/30/09		1/18/10	\$ 49.98	\$ 49.98		
Individual #3	11/30/09		1/18/10	\$ 174.44	\$ 174.44		
Individual #3	11/30/09		1/18/10	\$ 173.46	\$ 173.46		
Individual #3	11/30/09	11/30/09	1/18/10	\$ 21.00	\$ 21.00		
Individual #3	12/15/09	12/15/09	1/18/10	\$ 1,586.25	\$ 1,586.25		
Individual #3	12/15/09	12/15/09	1/18/10	\$ 114.00	\$ 114.00		
Individual #3	12/16/09	12/16/09	1/18/10	\$ 145.00	\$ 145.00		
Individual #3	12/17/09	12/17/09	1/18/10	\$ 82.00	\$ 82.00		
Individual #3	12/18/09		1/18/10	\$ 23.82	\$ 23.82		
Individual #3	12/18/09		1/18/10	\$ 29.34	\$ 29.34		
Individual #3	12/18/09	12/18/09	1/18/10	\$ 104.19	\$ 104.19		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 2,106.00	\$ 2,106.00		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 5,829.44	\$ 5,829.44		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 2,518.10	\$ 2,518.10		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 2,919.48	\$ 2,919.48		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 216.96	\$ 216.96		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 540.57	\$ 540.57		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 465.78	\$ 465.78		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 8,334.38	\$ 8,334.38		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 112.50	\$ 112.50		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 305.23	\$ 305.23		
Individual #3	9/23/09	9/26/09	1/25/10	\$ 385.33	\$ 385.33		
Individual #3	12/7/09	12/7/09	1/25/10	\$ 94.00	\$ 94.00		
Individual #3	12/7/09	12/7/09	1/25/10	\$ 57.00	\$ 57.00		
Individual #3	12/7/09	12/7/09	1/25/10	\$ 45.00	\$ 45.00		

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #3	11/17/09		2/1/10	\$ 119.53	\$ 119.53		
Individual #3	11/17/09		2/1/10	\$ 43.25	\$ 43.25		
Individual #3	11/17/09		2/1/10	\$ 16.78	\$ 16.78		
Individual #3	12/15/09	12/15/09	2/8/10	\$ 15.00	\$ 15.00		
Individual #3	12/14/09		2/15/10	\$ 8.57	\$ 8.57		
Individual #3	12/14/09		2/15/10	\$ 19.41	\$ 19.41		
Individual #3	12/15/09	12/15/09	3/15/10	\$ 2,724.00	\$ 2,724.00		
Individual #3	12/15/09	12/15/09	3/15/10	\$ 544.80	\$ 544.80		
Individual #3	12/15/09	12/17/09	4/26/10	\$ 1,800.00	\$ 1,800.00		
Individual #3	12/15/09	12/17/09	4/26/10	\$ 42,024.48	\$14,983.15	\$ 27,041.33	
Individual #3	12/15/09	12/17/09	4/26/10	\$ 3,919.20		\$ 3,919.20	
Individual #3	12/15/09	12/17/09	4/26/10	\$ 211.50		\$ 211.50	
Individual #3	12/15/09	12/17/09	4/26/10	\$ 24.30		\$ 24.30	
Individual #3	12/15/09	12/17/09	4/26/10	\$ 2,281.56		\$ 2,281.56	
Individual #3	12/15/09	12/17/09	4/26/10	\$ 7,508.57			\$ 7,508.57
Individual #3	12/15/09	12/17/09	4/26/10	\$ 112.50			\$ 112.50
Individual #3	12/15/09	12/17/09	4/26/10	\$ 484.59			\$ 484.59
Individual #3	12/15/09	12/17/09	4/26/10	\$ 253.51			\$ 253.51
Individual #3	9/26/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	9/28/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	10/1/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	10/8/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	10/9/09		5/10/10	\$ 35.89			\$ 35.89
Individual #3	10/9/09		5/10/10	\$ 203.70			\$ 203.70
Individual #3	10/13/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	10/19/09		5/10/10	\$ 35.89			\$ 35.89
Individual #3	10/19/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	10/23/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	10/26/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	11/2/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	11/10/09		5/10/10	\$ 101.85			\$ 101.85
Individual #3	12/7/09	12/7/09	6/1/10	\$ 105.00			\$ 105.00
Individual #3	12/15/09	12/15/09	6/1/10	\$ 116.00			\$ 116.00
Individual #3	12/16/09	12/16/09	6/1/10	\$ 116.00			\$ 116.00
Individual #3	12/17/09	12/17/09	6/1/10	\$ 116.00			\$ 116.00
Individual #3			TOTAL	\$118,584.04	\$75,000.00	\$ 33,477.89	\$ 10,106.15
<p>Individual #3 Note: This individual only had \$25,864.89 of claims paid during 2009. However, this individual incurred \$92,719.15 in claims for services received in 2009 but not paid until 2010. It appears the majority of claims paid in 2010 were for services provided during 2009. As a result of the late processing and payment, SLEBC was responsible for paying these costs rather than the Stop Loss insurance.</p>							
Individual #4			1/14/09	\$ 1,545.38	\$ 1,545.38		
Individual #4			1/21/09	\$ 85.00	\$ 85.00		
Individual #4			1/21/09	\$ 1,072.00	\$ 1,072.00		
Individual #4			3/31/09	\$ 88.00	\$ 88.00		
Individual #4			3/31/09	\$ 23.00	\$ 23.00		
Individual #4			3/31/09	\$ 555.00	\$ 555.00		

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #4			3/31/09	\$ 159.00	\$ 159.00		
Individual #4			5/13/09	\$ 33.00	\$ 33.00		
Individual #4			5/13/09	\$ 105.00	\$ 105.00		
Individual #4			5/13/09	\$ 2,122.83	\$ 2,122.83		
Individual #4			5/13/09	\$ 141.30	\$ 141.30		
Individual #4			5/13/09	\$ 19.00	\$ 19.00		
Individual #4			5/15/09	\$ 267.75	\$ 267.75		
Individual #4			5/15/09	\$ 2,086.20	\$ 2,086.20		
Individual #4			5/15/09	\$ 14.40	\$ 14.40		
Individual #4			5/15/09	\$ 33.00	\$ 33.00		
Individual #4			5/26/09	\$ 66.00	\$ 66.00		
Individual #4			5/26/09	\$ 678.64	\$ 678.64		
Individual #4			5/26/09	\$ 410.40	\$ 410.40		
Individual #4			5/26/09	\$ 114.00	\$ 114.00		
Individual #4			5/26/09	\$ 33.00	\$ 33.00		
Individual #4			5/26/09	\$ 260.25	\$ 260.25		
Individual #4			5/26/09	\$ 57.00	\$ 57.00		
Individual #4			5/26/09	\$ 213.49	\$ 213.49		
Individual #4			5/26/09	\$ 114.00	\$ 114.00		
Individual #4			5/29/09	\$ 14.40	\$ 14.40		
Individual #4			5/29/09	\$ 3,272.60	\$ 3,272.60		
Individual #4			5/29/09	\$ 357.00	\$ 357.00		
Individual #4			5/29/09	\$ 385.00	\$ 385.00		
Individual #4			5/29/09	\$ 33.00	\$ 33.00		
Individual #4			5/29/09	\$ 741.00	\$ 741.00		
Individual #4			6/2/09	\$ 22,524.86	\$ 22,524.86		
Individual #4			6/2/09	\$ 180.00	\$ 180.00		
Individual #4			6/11/09	\$ 1,924.50	\$ 1,924.50		
Individual #4			6/11/09	\$ 86.00	\$ 86.00		
Individual #4			6/11/09	\$ 150.40	\$ 150.40		
Individual #4			6/11/09	\$ 221.00	\$ 221.00		
Individual #4			6/11/09	\$ 43.00	\$ 43.00		
Individual #4			6/17/09	\$ 357.00	\$ 357.00		
Individual #4			6/17/09	\$ 2,625.00	\$ 2,625.00		
Individual #4			6/17/09	\$ 66.00	\$ 66.00		
Individual #4			6/23/09	\$ 17.00	\$ 17.00		
Individual #4			6/23/09	\$ 12.00	\$ 12.00		
Individual #4			6/30/09	\$ 7,415.85	\$ 7,415.85		
Individual #4			6/30/09	\$ 497.60	\$ 497.60		
Individual #4			6/30/09	\$ 3,634.50	\$ 3,634.50		
Individual #4			6/30/09	\$ 2,109.00	\$ 2,109.00		
Individual #4			6/30/09	\$ 132.00	\$ 132.00		
Individual #4			6/30/09	\$ 93.00	\$ 93.00		
Individual #4			6/30/09	\$ 386.00	\$ 386.00		
Individual #4			6/30/09	\$ 171.00	\$ 171.00		
Individual #4			6/30/09	\$ 93.00	\$ 93.00		

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #4			6/30/09	\$ 93.00	\$ 93.00		
Individual #4			6/30/09	\$ 93.00	\$ 93.00		
Individual #4	6/12/09	6/12/09	7/6/09	\$ 95.17	\$ 95.17		
Individual #4	6/14/09	6/14/09	7/6/09	\$ 52.99	\$ 52.99		
Individual #4	5/27/09	5/27/09	7/6/09	\$ 19.00	\$ 19.00		
Individual #4	6/9/09	6/9/09	7/6/09	\$ 73.00	\$ 73.00		
Individual #4	6/9/09	6/9/09	7/6/09	\$ 103.00	\$ 103.00		
Individual #4	6/9/09	6/9/09	7/6/09	\$ 230.00	\$ 230.00		
Individual #4	6/9/09	6/9/09	7/6/09	\$ 276.00	\$ 276.00		
Individual #4	6/9/09	6/9/09	7/6/09	\$ 64.00	\$ 64.00		
Individual #4	6/9/09	6/9/09	7/6/09	\$ 166.00	\$ 166.00		
Individual #4	6/13/09	6/13/09	7/13/09	\$ 95.17	\$ 95.17		
Individual #4	6/23/09	6/23/09	7/13/09	\$ 12.50	\$ 12.50		
Individual #4	6/24/09	6/24/09	7/13/09	\$ 125.00	\$ 125.00		
Individual #4	6/29/09	6/29/09	7/13/09	\$ 62.50	\$ 62.50		
Individual #4	6/23/09		7/13/09	\$ 51.34	\$ 51.34		
Individual #4	6/26/09		7/13/09	\$ 0.44	\$ 0.44		
Individual #4	6/23/09		7/13/09	\$ 60.80	\$ 60.80		
Individual #4	5/12/09	5/12/09	7/13/09	\$ 206.00	\$ 206.00		
Individual #4	6/11/09	6/11/09	7/13/09	\$ 16.00	\$ 16.00		
Individual #4	6/22/09	6/22/09	7/13/09	\$ 19.00	\$ 19.00		
Individual #4	6/19/09	6/19/09	7/13/09	\$ 19.00	\$ 19.00		
Individual #4	6/20/09	6/20/09	7/13/09	\$ 19.00	\$ 19.00		
Individual #4	6/21/09	6/21/09	7/13/09	\$ 19.00	\$ 19.00		
Individual #4	6/18/09	6/18/09	7/13/09	\$ 93.00	\$ 93.00		
Individual #4	6/19/09	6/19/09	7/13/09	\$ 52.00	\$ 52.00		
Individual #4	6/20/09	6/20/09	7/13/09	\$ 93.00	\$ 93.00		
Individual #4	6/21/09	6/21/09	7/13/09	\$ 52.00	\$ 52.00		
Individual #4	6/9/09	6/9/09	7/20/09	\$ 16.00	\$ 16.00		
Individual #4	6/10/09	6/10/09	7/20/09	\$ 16.00	\$ 16.00		
Individual #4	6/12/09	6/12/09	7/20/09	\$ 16.00	\$ 16.00		
Individual #4	6/14/09	6/14/09	7/20/09	\$ 16.00	\$ 16.00		
Individual #4	6/18/09	6/18/09	7/20/09	\$ 16.00	\$ 16.00		
Individual #4	6/12/09	6/12/09	7/27/09	\$ 171.00	\$ 171.00		
Individual #4	6/11/09	6/11/09	7/27/09	\$ 171.00	\$ 171.00		
Individual #4	6/9/09	6/9/09	7/27/09	\$ 482.00	\$ 482.00		
Individual #4	7/13/09	7/13/09	7/27/09	\$ 23.00	\$ 23.00		
Individual #4	7/13/09	7/13/09	7/27/09	\$ 19.00	\$ 19.00		
Individual #4	7/13/09	7/13/09	7/27/09	\$ 9.00	\$ 9.00		
Individual #4	7/13/09	7/13/09	7/27/09	\$ 12.00	\$ 12.00		
Individual #4	7/13/09	7/13/09	7/27/09	\$ 5.00	\$ 5.00		
Individual #4	7/13/09	7/13/09	7/27/09	\$ 131.00	\$ 131.00		
Individual #4	7/8/09		7/27/09	\$ 109.23	\$ 109.23		
Individual #4	7/1/09		7/27/09	\$ 36.02	\$ 36.02		
Individual #4	7/10/09		7/27/09	\$ 47.08	\$ 47.08		
Individual #4	7/22/09	7/22/09	8/3/09	\$ 37.50	\$ 37.50		

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #4	6/2/09	6/2/09	8/3/09	\$ 153.00	\$ 153.00		
Individual #4	7/21/09	7/21/09	8/3/09	\$ 62.50	\$ 62.50		
Individual #4	7/22/09	7/22/09	8/10/09	\$ 103.00	\$ 103.00		
Individual #4	7/22/09	7/22/09	8/10/09	\$ 276.00	\$ 276.00		
Individual #4	7/13/09	7/13/09	8/10/09	\$ 19.00	\$ 19.00		
Individual #4	7/1/09	7/1/09	8/10/09	\$ 49.02	\$ 49.02		
Individual #4	7/27/09	7/27/09	8/10/09	\$ 275.00	\$ 275.00		
Individual #4	7/19/09	7/19/09	8/10/09	\$ 240.00	\$ 240.00		
Individual #4	7/31/09	7/31/09	8/10/09	\$ 4.00	\$ 4.00		
Individual #4	7/31/09	7/31/09	8/10/09	\$ 131.00	\$ 131.00		
Individual #4	7/22/09	7/22/09	8/17/09	\$ 93.00	\$ 93.00		
Individual #4	7/24/09	7/24/09	8/17/09	\$ 132.00	\$ 132.00		
Individual #4	7/19/09	7/19/09	8/17/09	\$ 253.00	\$ 253.00		
Individual #4	7/20/09	7/20/09	8/17/09	\$ 93.00	\$ 93.00		
Individual #4	7/21/09	7/21/09	8/17/09	\$ 93.00	\$ 93.00		
Individual #4	7/24/09		8/17/09	\$ 158.83	\$ 158.83		
Individual #4	7/24/09		8/17/09	\$ 64.49	\$ 64.49		
Individual #4	7/24/09		8/17/09	\$ 0.19	\$ 0.19		
Individual #4	7/22/09	7/22/09	8/17/09	\$ 1,197.00	\$ 1,197.00		
Individual #4	7/22/09	7/22/09	8/17/09	\$ 86.00	\$ 86.00		
Individual #4	8/6/09	8/6/09	8/17/09	\$ 1,030.00	\$ 1,030.00		
Individual #4	8/6/09	8/6/09	8/24/09	\$ 227.00	\$ 227.00		
Individual #4	5/12/09	5/12/09	8/24/09	\$ 103.00	\$ 103.00		
Individual #4	5/12/09	5/12/09	8/24/09	\$ 138.00	\$ 138.00		
Individual #4	5/12/09	5/12/09	8/24/09	\$ 19.00	\$ 19.00		
Individual #4	8/11/09	8/11/09	8/24/09	\$ 1,030.00	\$ 1,030.00		
Individual #4	8/11/09	8/11/09	8/24/09	\$ 1,258.00	\$ 1,258.00		
Individual #4	7/22/09	7/22/09	8/24/09	\$ 3,671.00	\$ 3,671.00		
Individual #4	8/10/09	8/10/09	8/31/09	\$ 53.45	\$ 53.45		
Individual #4	8/10/09	8/10/09	8/31/09	\$ 197.46	\$ 197.46		
Individual #4	7/22/09	7/22/09	8/31/09	\$ 734.20			\$ 734.20
Individual #4	8/12/09	8/12/09	8/31/09	\$ 599.92			\$ 599.92
Individual #4	8/12/09	8/12/09	8/31/09	\$ 246.00			\$ 246.00
Individual #4	8/10/09	8/10/09	8/31/09	\$ 130.31			\$ 130.31
Individual #4	8/3/09	8/3/09	8/31/09	\$ 0.01			\$ 0.01
Individual #4	8/6/09	8/6/09	8/31/09	\$ 0.79			\$ 0.79
Individual #4	8/3/09	8/3/09	8/31/09	\$ 51.34			\$ 51.34
Individual #4	8/3/09	8/3/09	8/31/09	\$ 60.80			\$ 60.80
Individual #4	8/11/09	8/11/09	8/31/09	\$ 247.00			\$ 247.00
Individual #4	8/12/09	8/12/09	9/8/09	\$ 105.00			\$ 105.00
Individual #4	8/27/09	8/27/09	9/8/09	\$ 62.50			\$ 62.50
Individual #4	8/25/09	8/25/09	9/8/09	\$ 19.00			\$ 19.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 1.00			\$ 1.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 5.00			\$ 5.00
Individual #4	8/25/09	8/25/09	9/8/09	\$ 23.00			\$ 23.00
Individual #4	8/27/09	8/27/09	9/8/09	\$ 297.00			\$ 297.00

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #4	8/27/09	8/27/09	9/8/09	\$ 240.00			\$ 240.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 701.00			\$ 701.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 303.00			\$ 303.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 303.00			\$ 303.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/14/09	8/14/09	9/8/09	\$ 235.00			\$ 235.00
Individual #4	8/14/09	8/14/09	9/8/09	\$ 1,840.00			\$ 1,840.00
Individual #4	8/14/09	8/14/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/14/09	8/14/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/14/09	8/14/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/14/09	8/14/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/14/09	8/14/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/14/09	8/14/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/17/09	8/17/09	9/8/09	\$ 235.00			\$ 235.00
Individual #4	8/17/09	8/17/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/17/09	8/17/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/21/09	8/21/09	9/8/09	\$ 235.00			\$ 235.00
Individual #4	8/20/09	8/20/09	9/8/09	\$ 235.00			\$ 235.00
Individual #4	8/10/09	8/10/09	9/8/09	\$ 274.00			\$ 274.00
Individual #4	8/25/09	8/25/09	9/8/09	\$ 255.00			\$ 255.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 1,820.00			\$ 1,820.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 141.00			\$ 141.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 343.00			\$ 343.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 255.00			\$ 255.00
Individual #4	8/19/09	8/19/09	9/8/09	\$ 235.00			\$ 235.00
Individual #4	8/19/09	8/19/09	9/8/09	\$ 38.00			\$ 38.00
Individual #4	8/26/09	8/26/09	9/8/09	\$ 235.00			\$ 235.00
Individual #4	8/26/09	8/26/09	9/8/09	\$ 38.00			\$ 38.00
Individual #4	8/12/09	8/12/09	9/8/09	\$ 274.00			\$ 274.00
Individual #4	8/24/09	8/24/09	9/8/09	\$ 235.00			\$ 235.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 312.00			\$ 312.00
Individual #4	8/13/09	8/13/09	9/8/09	\$ 169.00			\$ 169.00
Individual #4	8/20/09	8/20/09	9/8/09	\$ 312.00			\$ 312.00
Individual #4	8/20/09	8/20/09	9/8/09	\$ 169.00			\$ 169.00

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #4	7/31/09	7/31/09	9/8/09	\$ 270.00			\$ 270.00
Individual #4	8/18/09	8/18/09	9/8/09	\$ 235.00			\$ 235.00
Individual #4	8/28/09	8/28/09	9/8/09	\$ 220.00			\$ 220.00
Individual #4	9/2/09	9/2/09	9/14/09	\$ 12.50			\$ 12.50
Individual #4	7/19/09	7/19/09	9/14/09	\$ 72.00			\$ 72.00
Individual #4	9/3/09	9/3/09	9/14/09	\$ 21.00			\$ 21.00
Individual #4	8/12/09	8/12/09	9/21/09	\$ 228.00			\$ 228.00
Individual #4	8/12/09	8/12/09	9/21/09	\$ 228.00			\$ 228.00
Individual #4	8/12/09	8/12/09	9/21/09	\$ 701.00			\$ 701.00
Individual #4	9/3/09	9/3/09	9/21/09	\$ 20.00			\$ 20.00
Individual #4	9/3/09	9/3/09	9/21/09	\$ 22.00			\$ 22.00
Individual #4	9/3/09	9/3/09	9/21/09	\$ 5.00			\$ 5.00
Individual #4	8/17/09		9/21/09	\$ 64.49			\$ 64.49
Individual #4	8/18/09		9/21/09	\$ 0.14			\$ 0.14
Individual #4	8/25/09		9/21/09	\$ 53.45			\$ 53.45
Individual #4	8/25/09		9/21/09	\$ 91.65			\$ 91.65
Individual #4	8/25/09		9/21/09	\$ 11.61			\$ 11.61
Individual #4	9/9/09	9/9/09	9/28/09	\$ 12.00			\$ 12.00
Individual #4	9/9/09	9/9/09	9/28/09	\$ 12.00			\$ 12.00
Individual #4	9/9/09	9/9/09	9/28/09	\$ 5.00			\$ 5.00
Individual #4	9/9/09	9/9/09	9/28/09	\$ 89.00			\$ 89.00
Individual #4	9/28/09	9/28/09	10/5/09	\$ 494.00			\$ 494.00
Individual #4	9/28/09	9/28/09	10/5/09	\$ 515.00			\$ 515.00
Individual #4	9/28/09	9/28/09	10/5/09	\$ 516.00			\$ 516.00
Individual #4	9/28/09	9/28/09	10/5/09	\$ 125.00			\$ 125.00
Individual #4	9/28/09	9/28/09	10/5/09	\$ 20.00			\$ 20.00
Individual #4	9/28/09	9/28/09	10/5/09	\$ 22.00			\$ 22.00
Individual #4	9/28/09	9/28/09	10/5/09	\$ 5.00			\$ 5.00
Individual #4	9/23/09	9/23/09	10/12/09	\$ 112.50			\$ 112.50
Individual #4	9/24/09	9/24/09	10/12/09	\$ 187.50			\$ 187.50
Individual #4	9/29/09	9/29/09	10/12/09	\$ 100.00			\$ 100.00
Individual #4	9/2/09		10/12/09	\$ 0.14			\$ 0.14
Individual #4	9/9/09		10/12/09	\$ 0.37			\$ 0.37
Individual #4	9/11/09		10/12/09	\$ 53.45			\$ 53.45
Individual #4	9/11/09		10/12/09	\$ 64.49			\$ 64.49
Individual #4	9/11/09		10/12/09	\$ 347.19			\$ 347.19
Individual #4	9/2/09		10/12/09	\$ 60.80			\$ 60.80
Individual #4	9/29/09		10/12/09	\$ 53.45			\$ 53.45
Individual #4	9/29/09		10/12/09	\$ 57.12			\$ 57.12
Individual #4	9/29/09		10/12/09	\$ 52.00			\$ 52.00
Individual #4	9/29/09		10/12/09	\$ 51.34			\$ 51.34
Individual #4	9/3/09	9/3/09	10/12/09	\$ 22.00			\$ 22.00
Individual #4	9/30/09	9/30/09	10/12/09	\$ 163.00			\$ 163.00
Individual #4	9/29/09	9/29/09	10/12/09	\$ 69.00			\$ 69.00
Individual #4	7/19/09	7/19/09	10/12/09	\$ 6,243.25			\$ 6,243.25
Individual #4	7/19/09	7/19/09	10/12/09	\$ 3,311.10			\$ 3,311.10

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #4	9/28/09	9/28/09	10/19/09	\$ 99.00			\$ 99.00
Individual #4	9/28/09	9/28/09	10/19/09	\$ 108.00			\$ 108.00
Individual #4	9/28/09	9/28/09	10/19/09	\$ 111.00			\$ 111.00
Individual #4	10/6/09		10/26/09	\$ 30.70			\$ 30.70
Individual #4	10/7/09		10/26/09	\$ 6.65			\$ 6.65
Individual #4	8/5/09		11/2/09	\$ 220.30			\$ 220.30
Individual #4	10/19/09	10/19/09	11/2/09	\$ 37.50			\$ 37.50
Individual #4	10/20/09	10/20/09	11/2/09	\$ 62.50			\$ 62.50
Individual #4	10/21/09	10/21/09	11/2/09	\$ 25.00			\$ 25.00
Individual #4	10/22/09	10/22/09	11/2/09	\$ 150.00			\$ 150.00
Individual #4	10/23/09	10/23/09	11/2/09	\$ 237.50			\$ 237.50
Individual #4	10/21/09	10/21/09	11/2/09	\$ 21.00			\$ 21.00
Individual #4	7/19/09	7/19/09	11/9/09	\$ 475.00			\$ 475.00
Individual #4	7/19/09	7/19/09	11/9/09	\$ 375.00			\$ 375.00
Individual #4	10/21/09	10/21/09	11/9/09	\$ 100.00			\$ 100.00
Individual #4	10/21/09	10/21/09	11/9/09	\$ 20.00			\$ 20.00
Individual #4	10/21/09	10/21/09	11/9/09	\$ 5.00			\$ 5.00
Individual #4	10/21/09	10/21/09	11/9/09	\$ 22.00			\$ 22.00
Individual #4	10/21/09	10/21/09	11/9/09	\$ 91.00			\$ 91.00
Individual #4	10/21/09	10/21/09	11/9/09	\$ 2.00			\$ 2.00
Individual #4	7/19/09	7/24/09	11/9/09	\$ 1,242.07			\$ 1,242.07
Individual #4	7/19/09	7/24/09	11/9/09	\$ 658.22			\$ 658.22
Individual #4	7/19/09	7/24/09	11/9/09	\$ 3,393.19			\$ 3,393.19
Individual #4	7/19/09	7/24/09	11/9/09	\$ 58.01			\$ 58.01
Individual #4	7/19/09	7/24/09	11/9/09	\$ 193.36			\$ 193.36
Individual #4	7/19/09	7/24/09	11/9/09	\$ 5,382.05			\$ 5,382.05
Individual #4	7/19/09	7/24/09	11/9/09	\$ 1,072.36			\$ 1,072.36
Individual #4	7/19/09	7/24/09	11/9/09	\$ 426.75			\$ 426.75
Individual #4	7/19/09	7/24/09	11/9/09	\$ 4,948.18			\$ 4,948.18
Individual #4	7/19/09	7/24/09	11/9/09	\$ 77.39			\$ 77.39
Individual #4	7/19/09	7/24/09	11/9/09	\$ 111.37			\$ 111.37
Individual #4	7/19/09	7/24/09	11/9/09	\$ 256.59			\$ 256.59
Individual #4	7/19/09	7/24/09	11/9/09	\$ 1,838.67			\$ 1,838.67
Individual #4	10/24/09	10/24/09	11/9/09	\$ 243.00			\$ 243.00
Individual #4	10/27/09	10/27/09	11/9/09	\$ 96.00			\$ 96.00
Individual #4	10/26/09	10/26/09	11/9/09	\$ 96.00			\$ 96.00
Individual #4	10/16/09		11/9/09	\$ 64.49			\$ 64.49
Individual #4	10/16/09		11/9/09	\$ 217.49			\$ 217.49
Individual #4	10/16/09		11/9/09	\$ 53.45			\$ 53.45
Individual #4	10/26/09	10/26/09	11/9/09	\$ 287.50			\$ 287.50
Individual #4	10/27/09	10/27/09	11/9/09	\$ 237.50			\$ 237.50
Individual #4	10/28/09	10/28/09	11/9/09	\$ 37.50			\$ 37.50
Individual #4	10/29/09	10/29/09	11/9/09	\$ 187.50			\$ 187.50
Individual #4	10/30/09	10/30/09	11/9/09	\$ 87.50			\$ 87.50
Individual #4	10/14/09	10/14/09	11/16/09	\$ 5.00			\$ 5.00
Individual #4	10/14/09	10/14/09	11/16/09	\$ 135.00			\$ 135.00

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
DETAIL CLAIMS FOR STOP LOSS COVERAGE**

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #4	10/25/09	10/25/09	11/16/09	\$ 96.00			\$ 96.00
Individual #4	10/21/09	10/27/09	11/16/09	\$ 2,805.60			\$ 2,805.60
Individual #4	10/21/09	10/27/09	11/16/09	\$ 10,212.55			\$ 10,212.55
Individual #4	10/21/09	10/27/09	11/16/09	\$ 1,214.34			\$ 1,214.34
Individual #4	10/21/09	10/27/09	11/16/09	\$ 2,647.32			\$ 2,647.32
Individual #4	10/21/09	10/27/09	11/16/09	\$ 695.94			\$ 695.94
Individual #4	10/21/09	10/27/09	11/16/09	\$ 3,055.05			\$ 3,055.05
Individual #4	10/21/09	10/27/09	11/16/09	\$ 814.63			\$ 814.63
Individual #4	10/22/09	10/22/09	11/16/09	\$ 192.00			\$ 192.00
Individual #4	10/22/09	10/22/09	11/16/09	\$ 188.00			\$ 188.00
Individual #4	10/22/09	10/22/09	11/16/09	\$ 22.00			\$ 22.00
Individual #4	10/21/09	10/21/09	11/16/09	\$ 71.00			\$ 71.00
Individual #4	10/24/09	10/24/09	11/16/09	\$ 22.00			\$ 22.00
Individual #4	11/2/09	11/2/09	11/16/09	\$ 212.50			\$ 212.50
Individual #4	11/3/09	11/3/09	11/16/09	\$ 25.00			\$ 25.00
Individual #4	11/4/09	11/4/09	11/16/09	\$ 225.00			\$ 225.00
Individual #4	11/5/09	11/5/09	11/16/09	\$ 150.00			\$ 150.00
Individual #4	11/6/09	11/6/09	11/16/09	\$ 200.00			\$ 200.00
Individual #4	11/9/09	11/9/09	11/23/09	\$ 50.00			\$ 50.00
Individual #4	11/10/09	11/10/09	11/23/09	\$ 62.50			\$ 62.50
Individual #4	11/11/09	11/11/09	11/23/09	\$ 12.50			\$ 12.50
Individual #4	11/12/09	11/12/09	11/23/09	\$ 25.00			\$ 25.00
Individual #4	11/13/09	11/13/09	11/23/09	\$ 12.50			\$ 12.50
Individual #4	10/21/09	10/21/09	11/23/09	\$ 22.00			\$ 22.00
Individual #4	11/3/09		11/23/09	\$ 57.13			\$ 57.13
Individual #4	11/9/09		11/23/09	\$ 51.34			\$ 51.34
Individual #4	10/21/09	10/21/09	11/30/09	\$ 26.00			\$ 26.00
Individual #4	10/21/09	10/21/09	11/30/09	\$ 26.00			\$ 26.00
Individual #4	10/22/09	10/22/09	11/30/09	\$ 136.00			\$ 136.00
Individual #4	10/23/09	10/23/09	11/30/09	\$ 136.00			\$ 136.00
Individual #4	10/24/09	10/24/09	11/30/09	\$ 136.00			\$ 136.00
Individual #4	10/25/09	10/25/09	11/30/09	\$ 96.00			\$ 96.00
Individual #4	10/26/09	10/26/09	11/30/09	\$ 136.00			\$ 136.00
Individual #4	10/27/09	10/27/09	11/30/09	\$ 136.00			\$ 136.00
Individual #4	6/9/09	6/22/09	11/30/09	\$ 284.37			\$ 284.37
Individual #4	6/9/09	6/22/09	11/30/09	\$ 109.60			\$ 109.60
Individual #4	6/9/09	6/22/09	11/30/09	\$ 826.75			\$ 826.75
Individual #4	6/9/09	6/22/09	11/30/09	\$ 914.12			\$ 914.12
Individual #4	6/9/09	6/22/09	11/30/09	\$ 235.64			\$ 235.64
Individual #4	6/9/09	6/22/09	11/30/09	\$ 123.17			\$ 123.17
Individual #4	6/9/09	6/22/09	11/30/09	\$ 749.22			\$ 749.22
Individual #4	6/9/09	6/22/09	11/30/09	\$ 73.55			\$ 73.55
Individual #4	11/17/09	11/17/09	11/30/09	\$ 12.50			\$ 12.50
Individual #4	10/27/09	10/31/09	12/7/09	\$ 450.00			\$ 450.00
Individual #4	11/24/09	11/24/09	12/7/09	\$ 400.00			\$ 400.00
Individual #4	11/1/09	11/19/09	12/28/09	\$ 1,710.00			\$ 1,710.00

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 DETAIL CLAIMS FOR STOP LOSS COVERAGE

SCHEDULE E

SLEBC Member	Service Incurred From	Service Incurred To	Date Paid	Amount Paid	Amount Paid by SLEBC	Amount Paid by SLEBC that may have been eligible for Stop Loss	Amount Reimbursed to SLEBC for Stop Loss
Individual #4	10/21/09	10/21/09	2/1/10	\$ 179.00	\$ 179.00		
Individual #4	7/19/09	7/19/09	3/1/10	\$ 5,144.65	\$ 2,178.97	\$ 2,965.68	
Individual #4	10/9/09	10/14/09	5/3/10	\$ 5,000.00		\$ 5,000.00	
Individual #4			TOTAL	\$168,849.20	\$75,000.00	\$ 7,965.68	\$ 85,883.52
Individual #4 Note: This individual incurred claims in 2009 that were not paid until 2010. Had these claims been processed and paid in 2009, the cost of the service would have been the responsibility of the Stop Loss insurance rather than SLEBC.							

Note 1: Items without any dates in the "Incurred To" or "Incurred From" column indicate this data came from SLEBC and their accounting records which does not record when the service was performed (Incurred). The data with dates in the "Incurred To" and "Incurred From" columns came from Meritain, SLEBC's third party administrator. The APA was only able to obtain Meritain data for the review period beginning July 1, 2009, and ending June 30, 2010.

Note 2: Rows without dates in the "Incurred To" column indicate services that were provided in a single day. Thus there is only a date in the "Incurred From" column.

Cells highlighted in orange represent the claims incurred in 2009 and paid in 2010.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC CONSTITUTION AND BYLAWS

ATTACHMENT A

STATE LAW ENFORCEMENT BARGAINING COUNCIL
CONSTITUTION AND BYLAWS

ARTICLE I

This organization shall be known as the State Law Enforcement Bargaining Council.

ARTICLE II

Object

The purpose of the organization is to represent for purposes of collective bargaining and employer/employee relations, all employees in the Law Enforcement Bargaining Unit of the State of Nebraska. The Council shall further promote by all proper means the material and intellectual welfare of its members.

ARTICLE III

A. The Council will consist of seven (7) Directors elected by state employees who are employed by agencies encompassed by the law enforcement bargaining unit. Each agency's employees, through their own organization or organizations, shall elect the Directors of the Council by a majority vote of those eligible to vote.

B. The Directors shall serve a two-year term on the Council. The directorships shall be elected on a staggered basis so that no more than four Directors' positions shall be up for election in any one year.

Directors shall be selected by the organizations which they represent in the following numbers and manner:

1. The State Troopers Association of Nebraska, an independent suborganization, shall have four (4) Directors. In the first year of the operation of this Council, two of those Directors shall be elected for a term of one year, and the other two Directors elected for a term of two years. Thereafter, at the expiration of each Director's term, the following term will be for two years.

2. The Nebraska Conservation Officers Association, an independent suborganization, shall have one (1) Director who shall be elected for a two-year term.

3. The Carrier Enforcement Officers shall have one (1) Director, which said Director if elected in the first year of operation of this Council, shall have a term of one year and each successive Director for this organization thereafter shall have a term of two years. However, the Nebraska Conservation Officers Association shall cast the vote of the Carrier Enforcement Officers until such time as the Carrier

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC CONSTITUTION AND BYLAWS

ATTACHMENT A

Enforcement Officers take an active part in the functions of the Council by having a representative present at Council meetings.

4. The Deputy State Fire Marshals shall have one (1) Director. Such Director shall be elected for a term of two (2) years. However, the Nebraska Conservation Officers Association shall cast the vote of the Deputy Fire Marshals until the Deputy Fire Marshals take an active part in the functions of the Council and have a representative present at Council meetings.

5. Liquor Control Inspectors shall be entitled to be represented on the Council by an ex-officio director who shall not have the right to vote. Said director shall not be entitled to hold office in the Council, but the organization shall be responsible for its pro-rata share of assessments as set out in these constitution and bylaws.

C. For a motion to carry, it must receive a simple majority with at least two suborganizations included in the majority vote, if there are more than two suborganizations participating in the business of the Council.

D. The above listed independent organizations shall prescribe their own method of selecting their Director or Directors upon this Council according to their own Constitution and Bylaws.

ARTICLE IV

Officers

The officers of the Council shall consist of a President, Vice President, Secretary and Treasurer. No suborganization shall have more than two officers elected at a time, if there are more than two suborganizations participating in the business of the Council. The term of the officers will be staggered, with the initial election of officers being a two-year term for the offices of President and Secretary, and a one-year term for the offices of Vice-President and Treasurer. Upon expiration of those terms, each office will be filled for a term of two years.

The officers will be elected at the second quarterly meeting by secret ballot by Directors of the State Law Enforcement Bargaining Council. The term of office shall run from July 1 to June 30.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC CONSTITUTION AND BYLAWS

ATTACHMENT A

ARTICLE V

Meetings

Meetings of the Board of Directors shall be held quarterly at a place and time determined by the President.

Special meetings may be called at any time with reasonable notice by any two officers or by any four Directors.

ARTICLE VI

Quorum

Five Directors shall constitute a quorum.

ARTICLE VII

Dues

The Council shall have the power to assess dues to all members. However, each suborganization is responsible for the expenses incurred by its Director or Directors attending Council meetings. In addition, any expenses incurred jointly by the Council will be borne by the suborganizations in an amount proportionate to the number of employees eligible for membership in such suborganizations as compared to the total bargaining unit. In addition, the Council may vote that a suborganization will be assessed any special expenses incurred by the Council for any actions performed or authorized by the Council at the specific request of any one or more suborganizations. Any suborganization that fails to pay its dues or any assessed special assessment will lose its vote on the Council until such dues and/or assessments are paid.

ARTICLE VIII

Rights of Directors and Members

Every Director shall have a full right to participate equally in all meetings, elections and decisions of the Council. The President of the Council will at all times notify any suborganization and each Director of the time and place of any meeting of the Council.

ARTICLE IX

Loans

There shall be no loans of Council funds to any Council Director, officer, or any member of the law enforcement bargaining unit.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC CONSTITUTION AND BYLAWS

ATTACHMENT A

ARTICLE X

Financial Reports, Audits and Budget

The Treasurer shall prepare an annual financial report which shall contain an accurate account of all income and expenses of the Council. Such financial report shall be submitted to the Council at its second quarter meeting, a copy of such report mailed to the President of any independent suborganization, and a copy available for inspection by any member.

The funds of the Council shall be audited annually, and a copy of the audit report shall be given to each Director, and the Treasurer shall keep a copy for inspection by any member.

A Budget shall be drafted and prepared by the Treasurer for presentation to the Council for its adoption at the second (2nd) quarter meeting of the Council.

ARTICLE XI

Reports to Members

Directors shall be advised at each meeting of the income and expenses of the Council, and a copy furnished to each suborganization.

ARTICLE XII

Conflicts of Interest

No officer, his or her spouse, minor children, parents or otherwise, shall have any business or financial interest that conflicts in any way with his or her fiduciary obligation and duty to the Council.

ARTICLE XIII

Bonding

Any Director, member, officer, employee or agent of the Council who handles funds of the Council shall be bonded in accordance with law.

ARTICLE XIV

Duties of Officers

A. The President of the Council shall be responsible for calling and presiding at any meeting held by the Council.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC CONSTITUTION AND BYLAWS

ATTACHMENT A

B. The Vice President shall take the place of the President when the President is unable to attend.

C. The Secretary shall be responsible for keeping the minutes of any and all Council proceedings.

D. The Treasurer shall keep all books and accounts of the Council and shall be responsible for preparing the annual budget or projected annual expenses of the Council.

E. The Executive Council shall be composed of the President, the Vice President, the Secretary and the Treasurer.

ARTICLE XV

Negotiating Team

The Negotiating Team for collective bargaining shall be selected by the Council, but each suborganization shall have the right to elect one person to serve on such negotiating team if the suborganization does not agree with the team selected by the Council. The Negotiating Team shall at all times submit full and complete reports to the Council, at such times and places and in such manner as decreed by the Council. Any final decision of the Negotiating Team shall be subject to approval and disapproval of the full Council at the next meeting of the Council, unless the Council authorizes the Negotiating Team to do otherwise.

ARTICLE XVI

Quarter Defined

The first (1st) quarter of the year shall be between the dates of January 1 and March 31; second (2nd) quarter, April 1 - June 30; third (3rd) quarter, July 1 - September 30; fourth (4th) quarter, October 1 - December 31.

ARTICLE XVII

Rules of Order

Meetings of the Council shall be conducted in accordance with Roberts Rules of Order.

ARTICLE XVIII

Fiscal Year

The fiscal year of the Council shall be the calendar year.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC CONSTITUTION AND BYLAWS

ATTACHMENT A

ARTICLE XIX

Amendment

This Constitution and Bylaws may be amended by five-sevenths (5/7's) vote at any regular meeting. The proposed amendment must be read once at the prior meeting of the Council before it is considered. In addition, any such amendment to the Constitution and Bylaws must have been sent to each suborganization at least one month prior to being adopted by the Council.

ARTICLE XX

Dissolution

This Council may be dissolved by a five-sevenths (5/7's) vote of members of the Council. Any funds remaining in the Treasury of the Council at the time of dissolution shall be contributed to a non-profit charitable organization as defined by the Internal Revenue Regulations.

This Constitution and Bylaws is adopted by the State Law Enforcement Bargaining Council on this 7 day of January 1991.

STATE TROOPERS ASSOCIATION OF
NEBRASKA

By Jim Conall
President

NEBRASKA CONSERVATION OFFICERS
ASSOCIATION

By Robert Kelly
President

NEBRASKA CARRIER ENFORCEMENT
OFFICERS ASSOCIATION

By Samy Zblehman

NEBRASKA DEPUTY FIRE MARSHAL'S
ASSOCIATION

By Bruce Newman

consbylw.slb
(Revised 1/91)

**STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC 2009 IRS FORM 990**

ATTACHMENT B

Form 990 Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No. 1545-0047
2009
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

► The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2009 calendar year, or tax year beginning and ending

B Check if applicable:
 Address change
 Name change
 Initial return
 Terminated
 Amended return
 Application pending

Please use IRS label or print or type:
 See Specific Instructions.

C Name of organization
STATE LAW ENFORCEMENT BARGAINING COUNCIL
 Doing Business As
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
150 NW 40TH STREET
 City or town, state or country, and ZIP + 4
LINCOLN, NE 68528

D Employer identification number
36-3789851

E Telephone number
402-489-2081

G Gross receipts \$ **6,042,601.**

H(a) Is this a group return for affiliates? Yes No
H(b) Are all affiliates included? Yes No
 If "No," attach a list. (see instructions)
H(c) Group exemption number ►

F Name and address of principal officer: **JEREMY STRACK**
150 NW 40TH ST, LINCOLN, NE 68528

I Tax-exempt status: 501(c) (5) (insert no.) 4947(a)(1) or 527

J Website: ► **N/A**

K Form of organization: Corporation Trust Association Other ►

L Year of formation: **1988** **M** State of legal domicile: **NE**

Part I Summary

1 Briefly describe the organization's mission or most significant activities: **LABOR UNION TO BARGAIN FOR ITS MEMBERS**

2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	5
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	0
5 Total number of employees (Part V, line 2a)	5	0
6 Total number of volunteers (estimate if necessary)	6	0
7a Total gross unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b Net unrelated business taxable income from Form 990-T, line 34	7b	0.

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)		
9 Program service revenue (Part VIII, line 2g)	5,543,517.	5,854,132.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<311,399.>	156,369.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	8.	32,100.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	5,232,126.	6,042,601.
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		1,000.
14 Benefits paid to or for members (Part IX, column (A), line 4)		
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	30,000.	30,000.
16a Professional fundraising fees (Part IX, column (A), line 11e)		
b Total fundraising expenses (Part IX, column (D), line 25) ►		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f)	5,207,416.	6,332,797.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	5,237,416.	6,363,797.
19 Revenue less expenses. Subtract line 18 from line 12	<5,290.>	<321,196.>

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	4,544,348.	3,953,529.
21 Total liabilities (Part X, line 26)	1,927,476.	1,657,853.
22 Net assets or fund balances. Subtract line 21 from line 20	2,616,872.	2,295,676.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here
 Signature of officer: **JEREMY STRACK, TREASURER**
 Date: _____
 Type or print name and title

Paid Preparer's Use Only
 Preparer's signature: _____ Date: _____
 Check if self-employed Preparer's identifying number (see instructions): **P00298511**
 Firm's name (or yours if self-employed), address, and ZIP + 4: **WALDRON RIGGS & LLOYD CPAS, P.C.**
1919 SOUTH 40TH STREET, SUITE 306
LINCOLN, NE 68506-5248
 EIN ► **47-0816213**
 Phone no. ► **402-483-7885**

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

932001 02-04-10 LHA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2009)

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 STAN 2008 IRS FORM 990

ATTACHMENT C

Form **990** **Return of Organization Exempt From Income Tax** OMB No 1545-0047
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation) **2008**
 Department of the Treasury Internal Revenue Service **Open to Public Inspection**
 The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2008 calendar year, or tax year beginning and ending

B Check if applicable: Address change, Name change, Initial return, Termination, Amended return, Application pending

C Name of organization
 STATE TROOPERS ASSOCIATION OF NEBRASKA, INC.
 Doing Business As
 Number and street (or P O box if mail is not delivered to street address) Room/suite
 150 NW 40TH STREET
 City or town, state or country, and ZIP + 4
 LINCOLN, NE 68528

D Employer identification number
 47-0663038

E Telephone number
 402-489-2081

F Name and address of principal officer: JEREMY STRACK
 150 NW 40TH STREET, LINCOLN, NE 68528

G Gross receipts \$ 446,712.

H(a) Is this a group return for affiliates? Yes No
H(b) Are all affiliates included? Yes No
 If "No," attach a list. (see instructions)
H(c) Group exemption number ▶

I Tax-exempt status: 501(c)(5) (insert no.) 4947(a)(1) or 27

J Website: WWW.NETROOPERS.ORG

K Type of organization: Corporation Trust Association Other ▶

L Year of formation 1980 **M State of legal domicile** NE

Part I Summary

1 Briefly describe the organization's mission or most significant activities: **MEMBERSHIP ORGANIZATION OF EMPLOYEES OF THE NEBRASKA STATE PATROL**

2 Check this box if the organization discontinued its operations or disposed of more than 25% of its assets.

3 Number of voting members of the governing body (Part VI, line 1a) **3** **11**

4 Number of independent voting members of the governing body (Part VI, line 1b) **4** **0**

5 Total number of employees (Part V, line 2a) **5** **12**

6 Total number of volunteers (estimate if necessary) **6** **0**

7a Total gross unrelated business revenue from Part VIII, line 12, column (C) **7a** **121,925.**

7b Net unrelated business taxable income from Form 990-T, line 34 **7b** **6,262.**

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	109,639.	98,634.
9 Program service revenue (Part VIII, line 2g)	306,344.	302,336.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	25,219.	<7,785.>
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	6,694.	9,295.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	447,896.	402,480.
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	57,995.	88,495.
14 Benefits paid to or for members (Part IX, column (A), line 4)		4,101.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	100,113.	97,906.
16a Professional fundraising fees (Part IX, column (A), line 11e)		
b Total fundraising expenses (Part IX, column (D), line 25) ▶		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24f)	229,790.	232,384.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	387,898.	422,886.
19 Revenue less expenses. Subtract line 18 from line 12	59,998.	<20,406.>
	Beginning of Year	End of Year
20 Total assets (Part X, line 16)	343,023.	288,702.
21 Total liabilities (Part X, line 26)	22,069.	48,351.
22 Net assets or fund balances. Subtract line 21 from line 20	320,954.	240,351.

Part II Signature Block **OGDEN, UT**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: *J Strack* Date: 10-13-09
JEREMY STRACK, TREASURER
 Type or print name and title

Preparer's signature: *Waldron Riggs CPA* Date: 10-5-09
WALDRON RIGGS & LLOYD CPAS, P.C.
 Firm's name (or yours if self-employed), address, and ZIP + 4
 1919 SOUTH 40TH STREET, SUITE 306
 LINCOLN, NE 68506-5248

Preparer's identifying number (see instructions): P00298511
 EIN: 47-0816213
 Phone no: 402-483-7885

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

832001 12-18-08 LHA For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2008)

SCANNED NOV 05 2009

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
ATTORNEY GENERAL'S INFORMAL OPINION I96-054

ATTACHMENT D



STATE OF NEBRASKA

Office of the Attorney General

2115 STATE CAPITOL BUILDING
LINCOLN, NE 68509-8920
(402) 471-2682
TDD (402) 471-2682
CAPITOL FAX (402) 471-3297
1235 K ST. FAX (402) 471-4725

RECEIVED

DEC 24 1996

Employee Relations

I96-054
STEVE GRASZ
LAURIE SMITH CAMP
DEPUTY ATTORNEYS GENERAL

DON STENBERG
ATTORNEY GENERAL

December 17, 1996

RECEIVED
DEPT. OF ADMINISTRATIVE SERVICES

DEC 25 1996

Mr. Lawrence S. Primeau, Director
Department of Administrative Services
State Capitol, Suite 1315
Lincoln, NE 68509-4664

Re: Opinion Request Regarding the Negotiation of Separate
Health Insurance Coverages for the State Law Enforcement
Bargaining Council

Dear Mr. Primeau:

You indicate that the State of Nebraska, as employer, is currently negotiating the terms of the state employment contracts with several employee unions including the State Law Enforcement Bargaining Council (SLEBC). One proposal from SLEBC is that the union be allowed to negotiate with health insurance providers for health insurance coverage to be offered exclusively to its members which would be separate from the state health insurance plan offered to other state employees. The union apparently believes that it can lower the costs of health insurance coverage for its members by declining the state's program and entering into its own separate program. You have posed a number of questions to us with respect to this proposal, and we will consider each of your questions separately below.

Before we discuss your various questions, we must point out, as you noted in your opinion request letter, that there are a number of Nebraska statutes which pertain to the issues you presented to us. For example, at least the State Employees Collective Bargaining Act, Neb. Rev. Stat. §§ 81-1369 through 81-1390 (1994), the Industrial Relations Act, Neb. Rev. Stat. §§ 48-801 through 48-842 (1993, Cum. Supp. 1996), and the statutes pertaining to the Nebraska State Insurance Program, Neb. Rev. Stat. §§ 84-1601 through 84-1615 (1994, Cum. Supp. 1996), have some bearing on your inquiry. In addition, certain of your questions involve analysis of the federal Internal Revenue Code and the voluminous regulations and other materials promulgated thereunder.

David K. Arterburn
L. Jay Bartel
J. Kirk Brown
David T. Bydalek
Dale A. Comer
James A. Elworth
Royce N. Harper
Lauren L. Hill

Jay C. Hinsley
Amy Hollenbeck
William L. Howland
Marilyn B. Hutchinson
Kimberly A. Klein
Jennifer S. Lilledahl
Joseph P. Loudon

Charles E. Lowe
Lisa D. Martin-Price
Lynn A. Melson
Ronald D. Moravec
Fredrick F. Neid
Marie C. Pawol
Kenneth W. Payne

Paul N. Potodie
Hubert B. Rupp
James D. Smith
James H. Spears
Mark D. Starr
Martin Swanson
David R. Tarvin, Jr.

Timothy J. Tazel
John R. Thompson
Barry Weiss
Tom M. Weeks
Alicia Whitaker
Melanie J. Whitmore-Manzios
Linda L. Willard

Printed with soy ink on recycled paper

STATE LAW ENFORCEMENT BARGAINING COUNCIL
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Those various statutory provisions are not always consistent and were enacted at different times without clear consideration of their effects upon one another. Moreover, there are no Nebraska cases which deal directly with the various issues which you presented to us. As a result, there are no clear answers to any of the questions you presented, and our discussion below reflects our best sense of the correct response in each instance.

1. Can we accept, as a part of the State's program, a separate health proposal made by a union on behalf of the employees that union represents when it only benefits these employees?

After consideration of the various statutes involved here, it seems to us that there are two parts to your initial question. First, in collective bargaining with unions of state employees, can you or the state's Chief Negotiator under your supervision negotiate for health insurance coverages for union members separate and apart from the health insurance coverages for other state employees? If so, can you or the Chief Negotiator then make any such separate coverages a part of the Nebraska State Insurance Program through the collective bargaining process? We believe that you can negotiate for such separate coverages, but you cannot make them a part of or "accept" them as a part of the State Insurance Program.

The statutes pertaining to the Nebraska State Insurance Program (the "Program") are found at Neb. Rev. Stat. §§ 84-1601 through 84-1615 (1994, Cum. Supp. 1996). Those statutes establish a uniform program of group health and life insurance for all permanent employees of the state. Under §§ 84-1602 and 84-1603, the Program is administered by the Risk Management and State Claims Divisions of the Department of Administrative Services (DAS), and outside insurance carriers are selected to further administrate the Program on the basis of competitive bidding. Those outside administrators are retained under contract for set periods of time, and the state makes contributions to the costs of the employee insurance coverages under § 84-1611. Section 84-1610 provides, in pertinent part, that, "[n]o [state] agency shall provide for its employees any program of life or health insurance supplementary to that provided . . . [as a part of the State Insurance Program]." We have previously indicated that the Program was intended to provide a uniform insurance program for all state employees to replace the piecemeal, agency-by-agency programs in place prior to the Program's passage in 1973. See Op. Att'y Gen. No. 89002 (January 13, 1989).

In contrast, the Nebraska State Employees Collective Bargaining Act is found at Neb. Rev. Stat. §§ 81-1369 through 81-1390 (1994). Those statutes give the Chief Negotiator of the Division of Employee Relations of DAS broad authority to bargain

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and negotiate labor contracts with the unions representing various state employees. Section 81-1376 gives the Chief Negotiator the authority to negotiate with employee unions on all mandatory topics of bargaining and provides that "[state labor] [c]ontracts may adjust or change rates of pay and other terms and conditions of employment that are mandatory topics of bargaining pursuant to the Industrial Relations Act and the State Employees Collective Bargaining Act." Section 81-1371(9) defines "mandatory topic of bargaining" as a subject "of negotiation on which employers must negotiate pursuant to the Industrial Relations Act, *including terms and conditions of employment which may otherwise be provided by law for state employees . . .*" (emphasis added). Industrial disputes subject to the Industrial Relations Act are defined, in turn, under Neb. Rev. Stat. § 48-801 (1993) to include "any controversy concerning terms, tenure or conditions of employment." The Nebraska Supreme Court has also indicated that "[a] matter which is of fundamental, basic, or essential concern to an employee's financial and personal concern may be considered as involving working conditions and is mandatorily bargainable" under the Industrial Relations Act. *Metropolitan Technical Community College Education Association v. Metropolitan Technical Community College Area*, 203 Neb. 832, 842, 281 N.W.2d 201, 206, (1979).

The Chief Negotiator at DAS, therefore, has broad authority to bargain with unions on the state's behalf including the right to make changes in terms and conditions of employment which might be *otherwise provided by law*. We believe, under the authority above, that health insurance matters clearly involve "terms and conditions of employment." It necessarily follows that the Chief Negotiator has authority to bargain regarding the nature of the health insurance coverages afforded those state employees in unions even though the benefits ultimately afforded might not be consistent with the requirements of other statutes such as the Nebraska State Insurance Program. On that basis, we believe that you or the state's Chief Negotiator can negotiate for health insurance coverages for union members separate and apart from the health insurance coverages for other state employees, even though the Program seems to require otherwise.

While you have authority to negotiate for health insurance coverages for union members separate and apart from the health insurance coverages for other state employees, we do not believe that you have authority to "accept" or make any such alternative health coverages a part of the official state Program. Our conclusion in that regard is based upon the fact that the Chief Negotiator has only the authority to negotiate those "terms and conditions of employment" which might be otherwise provided by law. He or she does have authority to alter the very nature and content of the state's Health Insurance Program itself through collective bargaining. Our conclusion is also supported by

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the fact that § 84-1603 provides that the administrator of the state's insurance Program must be selected through a collective bidding process. Negotiation with unions for health insurance coverages would not involve competitive bidding and necessarily implies that the process involved creates something separate and apart from the State Insurance Program.

Therefore, we believe that you do have authority under the State Employees Collective Bargaining act to negotiate for separate health insurance coverages for union members, and thereby abrogate those portions of the statutes pertaining to the State Insurance Program which require all state employees to be offered the same coverages. We do not believe, however, that you have authority to alter the nature of the state Program by "accepting" the union coverages as a part of the state plan.

2. Can we accept, as a part of the State's employee health and life provisions, a program that has not been bid out as a part of the State's current program? (The program for 1997 to 1999 was bid out in July and the awards were made in October.)

Since we have concluded, in response to your initial question, that you do not have authority to "accept" any separate health insurance coverages negotiated with employee unions as a part of the State Insurance Program, there is no need for us to discuss your second question in any detail. You are not required to accept any program which has not been bid out with the state's current program as a part of the State Insurance Program.

3. If the union chooses to offer a separate program to its members, are we required to provide State funds to pay a portion of the employee health program? May we charge a fee for administering this program?

Neb. Rev. Stat. § 84-1611 (Cum. Supp. 1996) provides, in pertinent part:

For any contract period or periods beginning on or after July 25, 1995, the state shall make the following contributions from the various funds toward payment of a health insurance or health maintenance organization program which may include coverage for dependents. . . .

That statute then goes on to prescribe specific payment percentages for state employees with varying lengths of service and with various types of coverages. We assume that your third question grows out of this portion of the State Insurance Program.

It seems to us that there are two ways by which a union could offer a separate health insurance program to its members. First of

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all, participation in the State Insurance Program is voluntary, and there is no requirement that state employees acquire health insurance under the state plan. See Neb. Rev. Stat. § 84-1605 (Cum. Supp. 1996). Consequently, members of a particular union could choose to simply not participate in the state program and to join in a separate program provided by the union. Under those circumstances, where the union program was not collectively bargained as a replacement for the state program, we do not believe that the state would have any obligation to fund the union insurance.

On the other hand, as we indicated above, we believe that you may bargain with a union for provision of health insurance coverages for union members separate and apart from the coverages provided under the State Insurance Program. Under those circumstances, the union health insurance program would presumably take the place of the state program. Unless the context requires otherwise, the word "shall" in a statute establishes a mandatory obligation. *Bank of Gering v. Glover*, 192 Neb. 575, 223 N.W.2d 56 (1974). Since § 84-1611 provides that the state "shall" make certain contributions toward health insurance for state employees, and since the obvious intent of the State Insurance Program in its entirety is for the state to fund health insurance coverages for state employees, we believe that a collectively bargained union health insurance plan which takes the place of health coverages under the State Insurance Program must be funded by state funds as provided in the statutes establishing the state program.

You also ask whether you may charge a fee for administering a health insurance program made available separately to union members. We do not believe that you may.

Generally, an administrative body has no power or authority other than that specifically conferred upon it by statute or by a construction of the statutes necessary to accomplish its purpose. *Ventura v. State Equal Opportunity Commission*, 246 Neb. 116, 517 N.W.2d 368 (1994). More specifically, a public officer must perform all the duties of his office for the compensation allowed by law, and if none is authorized, the services are gratuitous. *State ex rel Tomka v. Jansing*, 183 Neb. 76, 158 N.W.2d 213 (1968).

In the present instance, we have found no statutes which specifically provide authority for DAS to charge an administrative fee for administering a health insurance program in connection with the State Insurance Program. Absent such specific statutory authorization, we do not believe that you may charge a fee for administering a union health insurance program offered to state employees under the terms of a collective bargaining agreement.

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4. Will this separate program be tax-sheltered through IRS Section 125 provisions as is the current State program, and, if so, what steps must we take or the union take to ensure tax-sheltered status?

Section 125 of the Internal Revenue Code deals with so-called "cafeteria plans." Under that section of the tax code, certain benefit plans maintained by an employer for its employees which allow those employees to chose among cash and various qualified benefits receive special tax treatment. Benefits received under such plans are "tax sheltered" and not included in the individual employee's gross income.

Given the voluminous nature of the IRS regulations pertaining to "cafeteria plans" and the technical requirements of those regulations, we cannot answer your fourth question with certainty until we have the particulars of some specific proposal before us. Moreover, it seems to us that the question of what steps the union should take to ensure tax-sheltered status is a question best directed to counsel for the union. However, we would make two observations with respect to your final question.

The IRS regulations pertaining to cafeteria plans provide that a particular benefit plan is not a cafeteria plan unless it requires that participants make elections among various benefits offered under the plan. Prop. Treas. Reg. § 1.125-2 Q-A #6 (March 7, 1989). As noted above, while we believe that you may negotiate for separate health care coverages for union members, those separate coverages cannot become a part of the State Insurance Program or the state plan. Therefore, we are not sure how separate health care coverages for union members would allow those employees to chose various benefits under a plan. In essence, the only benefit under the union's plan would be the separate health coverages provided. We do not believe that such a situation would result in tax sheltered status for the health coverages provided by the union under Section 125.

The IRS regulations pertaining to Section 125 also provide that, in general, an election under a cafeteria plan will not be deemed to have been made if, after a participant has elected and begun to receive a benefit under a plan, the participant is permitted to revoke the election during the period of coverage under the plan. Prop. Treas. Reg. § 1.125-2 Q-A #6 (March 7, 1989). We have informally indicated to members of your staff in the past that the tax sheltered status of the entire state plan could be jeopardized if individual state employees were allowed to revoke benefit elections after they had begun to receive benefits as a result of those elections. Therefore, we would recommend that any separate health insurance coverages negotiated with union representatives in the present instance allow changes in coverages

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
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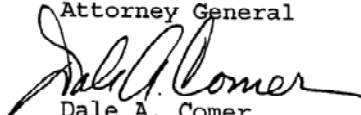
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Mr. Lawrence S. Primeau
December 17, 1996
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for union employees to occur only during a suitable open enrollment period and not during the midst of a plan year. Changes in some other fashion could result in loss of the tax sheltered status for the entire state program.

Sincerely yours,

DON STENBERG
Attorney General



Dale A. Comer
Assistant Attorney General

05-727-14.10

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 SLEBC 1991 IRS FORM 1024

ATTACHMENT E

Form **1024**
 (Rev. December 1989)
 Department of the Treasury
 Internal Revenue Service

**Application for Recognition of Exemption
 Under Section 501(a)
 or for Determination Under Section 120**

GMB No. 1545-0057

If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully.
A User Fee must be attached to this application.
 If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.
Complete the Procedural Checklist on page 4 of the instructions.

Part I.—Identification of Applicant (Must be completed by all applicants; also complete appropriate Schedule.)

Check the appropriate box below to indicate the section under which you are applying:

- a Section 501(c)(2)—Title holding corporations (Schedule A, page 6)
- b Section 501(c)(4)—Civic leagues, social welfare organizations (including certain war veterans' organizations), fraternal associations of employees (Schedule B, page 7)
- c Section 501(c)(5)—Labor, agricultural, or horticultural organizations (Schedule C, page 8)
- d Section 501(c)(6)—Business leagues, chambers of commerce, etc. (Schedule C, page 8)
- e Section 501(c)(7)—Social clubs (Schedule D, page 9)
- f Section 501(c)(8)—Fraternal beneficiary societies, etc., providing life, sick, accident, or other benefits (Schedule E, page 11)
- g Section 501(c)(9)—Voluntary employees' beneficiary associations (Schedule F, page 12)
- h Section 501(c)(10)—Domestic fraternal societies, orders, etc., not providing life, sick, accident or other benefits (Schedule E, page 11)
- i Section 501(c)(12)—Benevolent life insurance associations, mutual ditch or irrigation companies, mutual or cooperative telephone companies, or like organizations (Schedule G, page 13)
- j Section 501(c)(13)—Cemeteries, crematoria, and like corporations (Schedule H, page 14)
- k Section 501(c)(15)—Mutual insurance companies or associations, other than life or marine (Schedule I, page 15)
- l Section 501(c)(17)—Trusts providing for the payment of supplemental unemployment compensation benefits (Schedule J, page 16)
- m Section 501(c)(19)—A post, organization, auxiliary unit, etc., of past or present members of the Armed Forces of the United States (Schedule K, page 17)
- n Section 501(c)(20)—Trust/organization for prepaid group legal services (Parts I, II, and Schedule M, page 21)
- o Section 501(c)(25)—Title holding corporations or trusts (Schedule A, page 6)
- p Section 120—Qualified group legal services plans (Parts I, II, and Schedule L, page 19)

RECEIVED
 WITH REMITTANCE
 AUG 26 1991

EO Determination Unit

1a Full name of organization (as shown in organizing document) **State Law Enforcement Bargaining Council**
 2 Employee identification number (if none, see Specific Instructions) **47-0740903**

1b c/o Name (if applicable)
J. Murry Shaeffer, P.C.

1c Address (number and street)
941 "O" St., Suite 605

1d City or town, county, state, and ZIP code
Lincoln, Lancaster, NE 68508

3 Name and telephone number (including area code) of person to be contacted during business hours if more information is needed
J. Murry Shaeffer (402) 476 3214

4 Month the annual accounting period ends
December

5 Date incorporated or formed
11-1-90

6 Activity codes (see back cover)
261 263

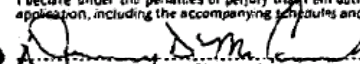
7 Did the organization apply for recognition of exemption under this Code section or under any other section of the Code? Yes No
 If "Yes," attach an explanation.

8 Has the organization filed Federal income tax returns or exempt organization information returns? Yes No
 If "Yes," state the form number(s), years filed, and Internal Revenue office where filed.

9 Check the box for your type of organization. BE SURE TO ATTACH A COMPLETE COPY OF THE CORRESPONDING DOCUMENTS TO THE APPLICATION BEFORE MAILING.

- a Corporation—Attach a copy of your Articles of Incorporation, (including amendments and restatements) showing approval by the appropriate state official; also attach a copy of your bylaws.
 - b Trust—Attach a copy of your Trust Indenture or Agreement, including all appropriate signatures and dates.
 - c Association—Attach a copy of your Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence that the organization was formed by adoption of the document by more than one person. Include also a copy of your bylaws.
- If you are a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization, and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

PLEASE SIGN HERE  (Signature) **J. Murry Shaeffer** (Title or authority of signer) **8-22-91** (Date)

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC 1991 IRS FORM 1024

ATTACHMENT E

Form 1024 (Rev. 12-89)

Page 2

Part II.—Activities and Operational Information (Must be completed by all applicants)

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in your organizational document. Describe each activity separately in the order of importance. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

This organization is formed as a result of a state statute passed by the Nebraska Legislature mandating that if employees of the state wish to bargain they shall form into bargaining units, roughly defined by profession, which cut across agency lines and bargain collectively. Accordingly, the State Law Enforcement Bargaining Council has been formed to represent Nebraska State Troopers, Investigators, Deputy Fire Marshall, Carrier Enforcement Officers and Conservation Officers as well as Liquor Inspectors in negotiating a collective bargaining agreement for law enforcement personnel employed by the state of Nebraska. The sole and only purpose of this organization is to act as the statutorially authorized bargaining representatives for employees filling the law enforcement classifications which are allowed to collectively bargain as defined by state law.

State law requires that labor contracts be in the form of two-year agreements. The present contract is being negotiated and will be effective for the fiscal year 1991-93 for the dates of January 1, 1991 through June 30, 1993. The Bargaining Council operates in the form of a Board of Directors which has proportional representation from each agency who has employees in the bargaining unit. Those representatives also act as the bargaining team for the employees. Negotiations are held every two years at Lincoln, Nebraska, to try and negotiate a contract for the upcoming two years.

- 2 List the organization's present and future sources of financial support, beginning with the largest source first.

Each agency employee group provides dues to the Council proportionate to the number of members it has as that relates to the total number of the bargaining unit. Those sources are: the State Troopers Association of Nebraska, the Nebraska Carriers Enforcement Officers Association, the Nebraska Deputy Fire Marshals Association and the Nebraska Conservation Officers Association.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 SLEBC 1991 IRS FORM 1024

ATTACHMENT E

Form 1024 (Rev. 12-89)

Page 3

Part II.—Activities and Operational Information (continued) (Must be completed by all applicants)

3 The membership of the organization's governing body is: 7

a Names, addresses, and titles of officers, directors, trustees, etc.	b Annual compensation
President: Jimmy D. McConnell 611 S. 152nd Circle Omaha, NE 68154	0
Vice President: Tom Trapp 12577 Ohern St. Omaha, NE 68137	0
Secretary: Robert Kelly Route 1 Albion, NE 68620	0
Treasurer: Terry Hobeiman 13512 Lillian St. Omaha, NE 68137	0

4 If you are the outgrowth or continuation of any form of predecessor(s), state the name of each predecessor, the period during which it was in existence, and the reasons for its termination. Submit copies of all papers by which any transfer of assets was effected.

N/A

5 If you are now, or plan to be connected in any way with any other organization, describe the organization and explain the relationship (such as: financial support on a continuing basis; shared facilities or employees; same officers, directors, or trustees).

N/A

6 If you have capital stock issued and outstanding, state: (1) class or classes of the stock; (2) number and par value of the shares; (3) consideration for which they were issued; and (4) whether any dividends have been paid or whether your creating instrument authorizes dividend payments on any class of capital stock.

N/A

7 State the qualifications necessary for membership in the organization; the classes of membership (with the number of members in each class); and the voting rights and privileges received. If any group or class of persons is required to join, describe the requirement and explain the relationship between those members and members who join voluntarily. Submit copies of any membership solicitation material. Attach sample copies of all types of membership certificates issued.

A job classification which is represented by the Council in the bargaining group.

8 Explain how your assets will be distributed on dissolution.

Contributed to qualified charitable organizations.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC 1991 IRS FORM 1024

ATTACHMENT E

Form 1024 (Rev. 12-89)

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Part II.—Activities and Operational Information (continued) (Must be completed by all applicants)

- 9 Have you made or do you plan to make any contribution of your property or surplus funds to shareholders or members? Yes No
If "Yes," state the full details, including: (1) amounts or value; (2) source of funds or property distributed or to be distributed; and (3) basis of, and authority for, distribution or planned distribution.
- 10 Does, or will, any part of your receipts represent payments for services performed or to be performed? . . . Yes No
If "Yes," state in detail the amount received and the character of the services performed or to be performed. All receipts will be used in the course of negotiation and bargaining for all members in setting employment contracts between the state and the members.
- 11 Have you made, or do you plan to make, any payments to members or shareholders for services performed or to be performed? Yes No
If "Yes," state in detail the amount paid, the character of the services, and to whom the payments have been, or will be made.
- 12 Do you have any arrangement to provide insurance for members, their dependents, or others (including provisions for the payment of sick or death benefits, pensions or annuities)? Yes No
If "Yes," describe and explain the arrangement's eligibility rules and attach a sample copy of each plan document and each type of policy issued.
- 13 Are you under the supervisory jurisdiction of any public regulatory body, such as a social welfare agency, etc.? . . . Yes No
If "Yes," submit copies of all administrative opinions or court decisions regarding this supervision as well as copies of applications or requests for the opinions or decisions.
- 14 Do you now lease or do you plan to lease any property? Yes No
If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between your organization and the other party. Also, attach a copy of any rental or lease agreement.
- 15 Have you spent or do you plan to spend any money attempting to influence the selection, nomination, election or appointment of any person to any Federal, state, or local public office or to an office in a political organization? Yes No
If "Yes," explain in detail and list the amounts spent or to be spent in each case.
- 16 Do you publish pamphlets, brochures, newsletters, journals, or similar printed material? Yes No
If "Yes," attach a recent copy of each.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 SLEBC 1991 IRS FORM 1024

ATTACHMENT E

Form 1024 (Rev. 12-89)

Page 5

Part III. — Financial Data (Must be completed by all applicants)

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.

A—Statement of Revenue and Expenses

Revenue	(a) Current Tax Year	3 Prior Tax Years or Proposed Budget for 2 Years			(a) Total
	From 1-1-90 To 12-31-90	(b) 19 91	(c) 19 92	(d) 19	
1 Gross dues and assessments of members		29,880	29,880		59,760
2 Gross contributions, gifts, etc.					
3 Gross amounts derived from activities related to the organization's exempt purpose (attach schedule)					
4 Gross amounts from unrelated business activities (attach schedule)					
5 Gain from sale of assets, excluding inventory items (attach schedule)					
6 Investment income (see instructions)					
7 Other revenue (attach schedule)					
8 Total revenue (add lines 1 through 7)	- 0 -	29,880	29,880		59,760
Expenses					
9 Expenses attributable to activities related to the organization's exempt purposes		14,000	33,000		47,000
10 Expenses attributable to unrelated business activities					
11 Contributions, gifts, grants, and similar amounts paid (attach schedule)					
12 Disbursements to or for the benefit of members (attach schedule)					
13 Compensation of officers, directors, and trustees (attach schedule)					
14 Other salaries and wages					
15 Interest					
16 Occupancy					
17 Depreciation and depletion					
18 Other expenses (attach schedule)					
19 Total expenses	- 0 -	14,000	33,000		47,000
20 Excess of revenue over expenses (line 8 minus line 19)	- 0 -	15,880	(3,120)		12,760

B—Balance Sheet (at the end of the period shown)

Assets		Current Tax Year as of 12-31-90
1 Cash		1
2 Accounts receivable, net		2
3 Inventories		3
4 Bonds and notes receivable (attach schedule)		4
5 Corporate stocks		5
6 Mortgage loans (attach schedule)		6
7 Other investments (attach schedule)		7
8 Depreciable and depletable assets (attach schedule)		8
9 Land		9
10 Other assets (attach schedule)		10
11 Total assets		11 - 0 -
Liabilities		
12 Accounts payable		12
13 Contributions, gifts, grants, etc., payable		13
14 Mortgages and notes payable (attach schedule)		14
15 Other liabilities (attach schedule)		15
16 Total liabilities		16 - 0 -
Fund Balances or Net Assets		
17 Total fund balances or net assets		17 - 0 -
18 Total liabilities and fund balances or net assets (add line 16 and line 17)		18 - 0 -

If there has been any substantial change in any aspect of your financial activities since the end of the period shown above, check and attach explanation.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC 1991 IRS FORM 1024

ATTACHMENT E

Form 1024 (Rev. 12-89)

Page 8

Schedule C Organizations described in section 501(c)(5) (Labor, agricultural, including fishermen's organizations, or horticultural organizations) or section 501(c)(6) (business leagues, chambers of commerce, etc.)

- 1 Describe any services you perform for members or others. (If the description of the services is contained in Part II, enter the page and item number here.)

Services provided by the Bargaining Council are the negotiation of a contract for employees assigned to the bargaining unit. Part II, Page 2, 1

- 2 Fishermen's organizations only.—What kinds of aquatic resources (not including mineral) are cultivated or harvested by those eligible for membership in your organization?


- 3 Labor organizations only.—Are you organized under the terms of a collective bargaining agreement? Yes No

If "Yes," attach a copy of the latest agreement.

As previously set out, the State Law Enforcement Bargaining Council was formed as a response to the State codifying state employees bargaining rights including the establishment of a bargaining group for law enforcement personnel only. Presently contract negotiations are in progress for a labor contract which will cover the fiscal year 1991-93.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
CONSTRUCTION AGREEMENT WITH DAVID WOOD CONSTRUCTION, INC.

ATTACHMENT F

 **AIA® Document A121™CMc – 2003**
Amendment No. 1

Amendment No. 1
TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Section 2.2 of the Agreement, dated July 25th of 2008 between S.T.A.N & S.L.E.B.C. (Owner) and David Wood Const. Inc (the Construction Manager), for Office Building NW40th & West "o" (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is

Nine-Hundred and Twelve Thousand Dollars (\$ 912,000.00)

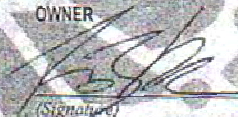
This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

Exhibit A	Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages	Drawings and Specifications from Michael Bott Dated 7/15/08 C1 through E3, dated
Exhibit B	Allowance items, pages	through , dated
Exhibit C	Assumptions and Clarifications made in preparing the Guaranteed Maximum Price, pages	through , dated
Exhibit D	Completion Schedule, pages	through , dated
Exhibit E	Alternate Prices, pages	through , dated
Exhibit F	Unit Prices, pages	through , dated

ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment is: **April 15th 2009**

OWNER



 (Signature)

Thomas S. Moeck President

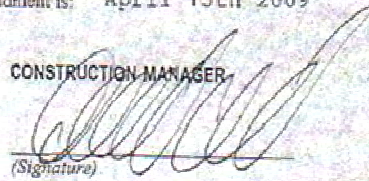
 (Printed name and title)

7-28-08

 Date

ATTEST

CONSTRUCTION MANAGER



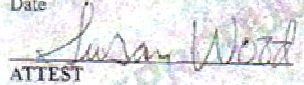
 (Signature)

DAVID WOOD/AIES

 (Printed name and title)

7-25-2008

 Date



 ATTEST

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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STATE LAW ENFORCEMENT BARGAINING COUNCIL ATTACHMENT G
EMPLOYEE HEALTH AND DENTAL FUNDS
APPROVAL BY SLEBC'S TREASURER OF BUILDING MORTGAGE PAYOFF

Email is from Jeremy Strack, SLEBC
Treasurer to the US Bank Manager.



Re: SLEBC Mortgage Payoff
jstrack to: joseph.flattery
Cc: "Brian Petersen"
Please respond to jstrack

06/17/2009 12:55 PM

We approve. Thank you all for your efforts!

Sent from my Verizon Wireless BlackBerry

From: joseph.flattery@usbank.com
Date: Wed, 17 Jun 2009 12:48:09 -0500
To: Jeremy Strack <jstrack@netroopers.org>
Subject: SLEBC Mortgage Payoff

Jeremy,

The payoff of the Lincoln Federal building mortgage in the amount of \$737,145.06 has been made this date via a wire from the SLEBC Health Insurance Agency Account. Please indicate your approval of this disbursement by return email.

Thanks,

Joe

Joseph F. Flattery
Personal Trust Relationship Manager
US Bank Private Client Group
402-434-1312
Fax: 402-434-1317
joseph.flattery@usbank.com

Electronic mail sent through the Internet is not secure. U.S. Bank National Association cannot guarantee that time-sensitive, action-oriented messages, transaction orders, funds transfer instructions or stop payment requests sent by electronic mail will be processed as requested or received by the proper representative of U.S. Bank National Association. Do not distribute this message without written consent of the author. Nonbusiness opinions may not reflect the opinions of U.S. Bank and its affiliates.

U.S. Bank National Association. Member FDIC. Equal Housing Lender.

U.S. BANCORP made the following

annotations----- Electronic Privacy Notice.

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STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
2009 HCC LIFE INSURANCE STOP LOSS APPLICATION

ATTACHMENT H

STOP LOSS INSURANCE
HCC LIFE INSURANCE COMPANY
Three Town Park Commons, 225 Town Park Drive, Suite 145
Kennesaw, Georgia 30144 (800 447-0460)
APPLICATION

169

1. Full Legal Name of Applicant and Address State Law Enforcement Bargaining Council 211 Martin Drive Bellevue, NE 68005 Telephone No.:	2. Applicant is a (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Labor Union <input type="checkbox"/> Partnership <input type="checkbox"/> Association <input type="checkbox"/> MEWA <input type="checkbox"/> PEO <input type="checkbox"/> Other:
3. Contract Period: Effective Date: 01/01/2009 Expiration Date: 12/31/2009	
4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage: Address of Affiliates or Subsidiaries: <input type="checkbox"/> None <input type="checkbox"/> See attached listing	
5. Nature of Business of the Applicant to be insured: Public Order and Safety	6. Key Contact Person at Applicant:
7. Enter full name of the Employee Benefit Plan(s): State Law Enforcement Bargaining Council Employee Health and Dental Care Plan A signed copy of such Employee Benefit Plan(s) must be attached and will form part of this contract.	
8. Name and Address of Plan Supervisor: Meritain Health 400 Highway 169 South, Suite 800 Minneapolis, MN 55426-1141	
9. Agent of Record: Meritain Health	
10. Estimated Initial Enrollment: Composite: 499 Total Covered Units: 499	
11. Retirees Covered: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12. The Utilization Review vendor will be: SHPS, Inc.	
13. Deposit Premium (Minimum of first month's estimated premium): \$ 36,532.60 Please review the deposit premium on the Monthly Premium Accounting Worksheet.	
14. SPECIFIC STOP LOSS INSURANCE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): <input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Prescription Drug Card <input type="checkbox"/> Prescription Drugs Under Medical <input type="checkbox"/> Other:	
B. Specific Deductible in each Contract Period per Covered Person: \$75,000	
C. Contract Basis: 24/12 Covered Expenses Incurred from 01/01/2008 through 12/31/2009, and Paid from 01/01/2009 through 12/31/2009.	
D. Specific Lifetime Reimbursement Maximum per Covered Person: \$2,925,000	
E. Separate Individual Specific Deductible: None	
F. Monthly Specific Premium Rates: (Based on Split Funded Endorsement) Composite: \$69.01 ①	
G. Specific Percentage Reimbursable 100%	
H. Specific Terminal Liability Option: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specific Terminal Liability Option premium per Covered Person per month: ①'s: \$73.21	

Note: Per the 2009 and 2010 Stop Loss Application, there were no individual deductibles; thus, it appears this insurance applied to all individuals covered by the SLEBC health insurance plan.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 2009 HCC LIFE INSURANCE STOP LOSS APPLICATION

ATTACHMENT H

15. AGGREGATE STOP LOSS INSURANCE:

Yes No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):
 Medical Dental Weekly Income Vision Prescription Drug Card Prescription Drugs under Medical Other:

B. Minimum Annual Aggregate Deductible: ~~\$5,211,598~~
 (Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: ~~24/12~~
 Covered Expenses Incurred from 01/01/2008 through 12/31/2009, and Paid from 01/01/2009 through 12/31/2009.
 Run-In limit: ~~\$784,739~~

D. Aggregate Reimbursement Maximum: \$1,000,000

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Composite	\$870,547		29.15%			

F. Aggregate Percentage Reimbursable 100%

G. Loss Limit: \$75,000
 For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option: Yes No

I. Aggregate Terminal Liability Option: Yes No

J. Aggregate Premium:

- Annual Premium payable in advance for Contract Period:
- Monthly Premium rate per Covered Unit: ~~\$ 340.75~~
- Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
- Aggregate Terminal Liability Option premium per Covered Unit per month:

STATE LAW ENFORCEMENT BARGAINING COUNCIL
 EMPLOYEE HEALTH AND DENTAL FUNDS
 2009 HCC LIFE INSURANCE STOP LOSS APPLICATION

ATTACHMENT H

SPECIAL LIMITATIONS:

Specific: Refer to the attached addendum.

Aggregate: Refer to the attached addendum.

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant:

Applicant's Federal Tax I.D. Number:

State Law Enforcement Bargaining Council

470740903

Dated at Omaha, Nebraska this 29th day of December, 2008.

Harvey E. Wilkey
 Officer / Partner Signature (print name)

Jenni A. Losel
 Licensed Agent Signature (print name)

Mentain - Amherst, 7164465501

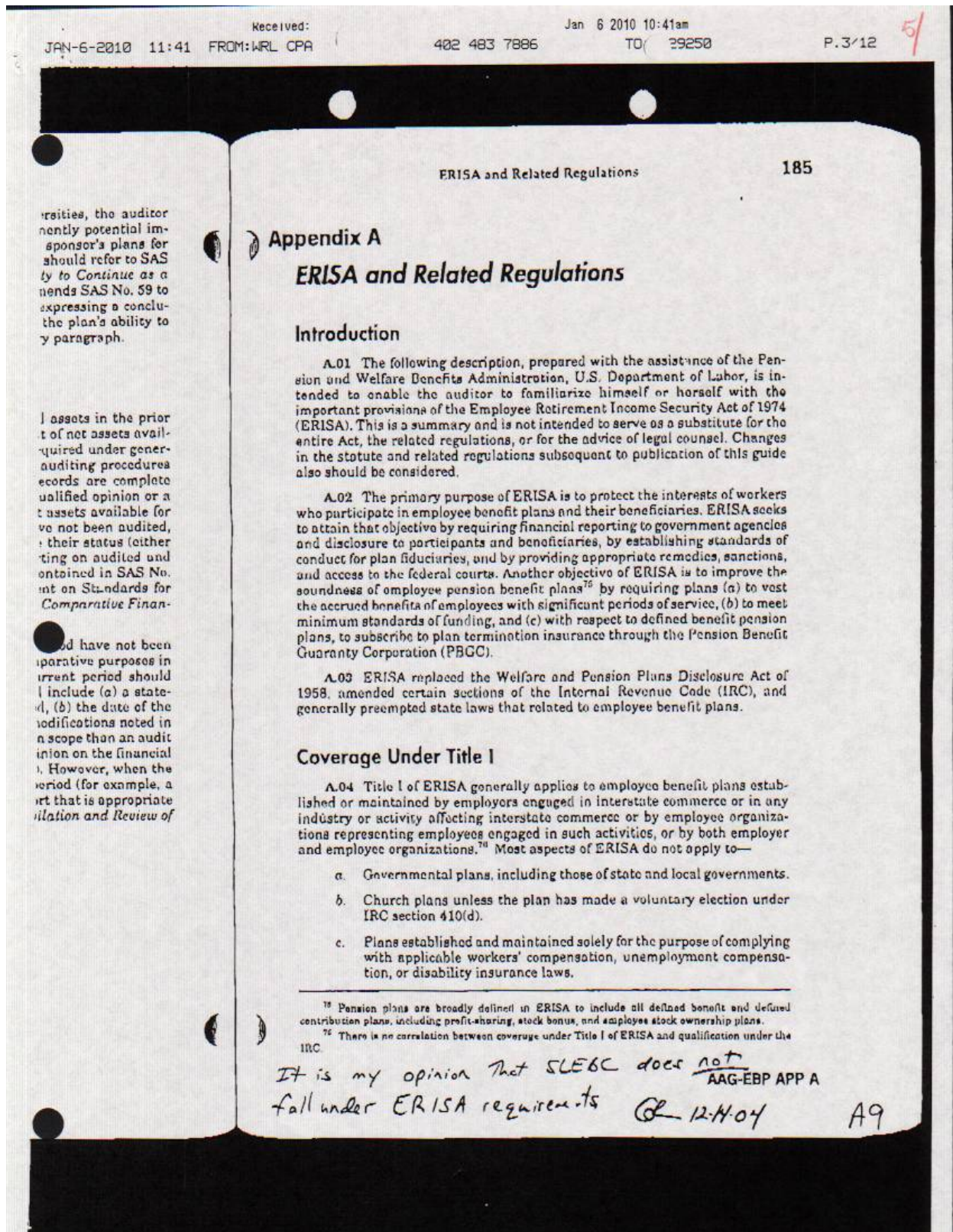
For HCC Life Insurance Company Office Use Only: ACCEPTANCE

Accepted on behalf of the Company this 8th day of June, 2009
 By: Jay Patrick Title: Senior Vice President

Policy No.: HCL16702

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC's CPA DOCUMENTED OPINION REGARDING ERISA

ATTACHMENT I



This is the SLEBC's documentation and opinion from Gary Riggs, regarding ERISA on December 14, 2004.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC's REPRESENTATION LETTER TEMPLATE

ATTACHMENT J

February __, 2010

Honorable Mike Foley
Auditor of Public Accounts
State Capitol, Suite 2303
Lincoln, Nebraska 68509

Dear Mr. Foley:

This letter is to confirm our understanding that your examination of the financial statement of State Law Enforcement Bargaining Council Employee Health and Dental Funds for the period July 1, 2009, through June 30, 2010, was made for the purpose of expressing an opinion as to whether the financial statement presents fairly, in all material respects, the revenues, expenditures, and changes in fund balances based on the accounting system and procedures prescribed by the State Law Enforcement Bargaining Council. We are responsible for the fair presentation of the financial statement in conformity with the accounting system and procedures prescribed by the State Law Enforcement Bargaining Council.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

In connection with your examination, we confirm, to the best of our knowledge and belief, as of the date of this letter (which will also be the date of the report) the following representations made to you during your examination:

1. The financial statement referred to above and related notes are in conformity with the accounting system and procedures prescribed by the State Law Enforcement Bargaining Council.
2. We have made available to you all financial and accounting records and related data.
3. We have disclosed to you all communications from regulatory agencies concerning noncompliance with or deficiencies in our financial accounting or reporting practices that could have a material effect on the financial statement in the event of noncompliance.
4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statement.

STATE LAW ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL FUNDS
SLEBC's REPRESENTATION LETTER TEMPLATE

ATTACHMENT J

5. We are not aware of any plans or intentions that may materially affect the value of assets and liabilities.
6. There has been no:
 - a. Fraud involving any employee with a significant role in the system of internal accounting and administrative control structure.
 - b. Fraud involving others that could have a material effect on the financial statement.
7. We are not aware of any violations or possible violations of laws or regulations, whose effects should be considered for disclosure in the financial statement or as a basis for recording a loss contingency.
8. All cash, bank accounts and all other properties and assets of the State Law Enforcement Bargaining Council of which we are aware have been disclosed. The State Law Enforcement Bargaining Council has satisfactory title to all owned assets.
9. We are responsible for establishing and maintaining a system of internal control, preventing and detecting fraud, and compliance with laws and regulations.
10. In connection with your assistance in the drafting of our financial statement, including footnotes thereto, and the preparation of any supporting schedules, we confirm to you the following:
 - a. We have adequately maintained our books and records to support our financial statement
 - b. We are responsible to review and approve the draft financial statement and we are adequately knowledgeable to do so
 - c. We acknowledge that your role in drafting the financial statement is considered technical assistance only and is part of the examination
 - d. We are solely responsible for making all accounting and reporting decisions related to our financial statement.
11. We understand that you prepared the trial balance for use during the examination and that your preparation of the trial balance was limited to formatting information in the State Law Enforcement Bargaining Council's general ledger into a working trial balance.

To the best of our knowledge and belief, no events have occurred subsequent to the examination period and through the date of this letter that would require adjustment to or disclosure in the financial statement.

Brian Petersen, SLEBC President

Date

Jeremy Strack, SLEBC Treasurer

Date