



**AGENDA**  
(REGULAR AND CONSENT)

HOSPITAL AUTHORITY BOARD OF TRUSTEES  
AND  
UNIVERSITY BOARD OF TRUSTEES

August 13, 2021

**MEDICAL UNIVERSITY HOSPITAL AUTHORITY (MUHA) BOARD OF TRUSTEES**  
**REGULAR AGENDA**  
August 13, 2021  
101 Colcock Hall

**Members of the Board of Trustees**

Dr. James Lemon, Chairman	Dr. Richard M. Christian, Jr.
Mr. Charles Schulze, Vice-Chairman	Dr. Paul T. Davis
Ms. Terri R. Barnes	Dr. Donald R. Johnson II
The Honorable James A. Battle, Jr.	Ms. Barbara Johnson-Williams
Mr. William H. Bingham, Sr.	Dr. G. Murrell Smith, Sr.
Dr. W. Melvin Brown III	Mr. Michael E. Stavrinakis
Dr. Henry F. Butehorn III	Thomas L. Stephenson, Esq.
Dr. C. Guy Castles III	Dr. Bartlett J. Witherspoon, Jr.

**Trustees Emeriti**

Ms. Margaret M. Addison	Dr. Charles B. Thomas, Jr.
Mr. Allan E. Stalvey	Dr. James E. Wiseman, Jr.

- |         |  |  |
|---------|--|--|
| Item 1. | Call to Order .....                          | Dr. James Lemon<br><i>Chairman</i>             |
| Item 2. | Roll Call.....                               | Jane Scutt<br><i>Assistant Board Secretary</i> |
| Item 3. | Date of Next Meeting – October 8, 2021 ..... | Jane Scutt<br><i>Assistant Board Secretary</i> |
| Item 4. | Approval of Meeting Minutes.....             | Dr. James Lemon<br><i>Chairman</i>             |

Approval of the meeting minutes from May 14, 2021, June 25, 2021, and July 22, 2021,  
are requested.

**Recommendations and Informational Report of the President: Dr. David Cole**

- |         |  |                                    |
|---------|--|------------------------------------|
| Item 5. | General Informational Report of the President..... | Dr. David Cole<br><i>President</i> |
| Item 6. | Other Business .....                               | Dr. David Cole<br><i>President</i> |

**Authority Operations, Quality and Finance Committee: Dr. Murrell Smith, Chair**

- Item 7. MUHA Status Report..... Dr. Patrick Cawley  
*Chief Executive Officer, MUSC Health*
  
- Item 8. Request to Apply for Certificate of Need (CON) Applications ..... Dr. Patrick Cawley  
*Chief Executive Officer, MUSC Health*  
  
Approval for the Medical University Hospital Authority (MUHA) to apply for Certificate of Need (CON) Applications for a total of three (3) surgical robots to be located at MUSC Health Charleston, MUSC Health Columbia Medical Center Downtown, and MUSC Health Columbia Medical Center Northeast.
  
- Item 9. MUHA Financial Report ..... Lisa Goodlett  
*Chief Financial Officer, MUSC Health*
  
- Item 10. FY2022 MUHA Budget for Approval ..... Lisa Goodlett  
*Chief Financial Officer, MUSC Health*
  
- Item 11. Resolution to Approve Feasibility Study ..... Lisa Goodlett  
*Chief Financial Officer, MUSC Health*
  
- Item 12. Quality and Patient Safety Report ..... Dr. Danielle Scheurer  
*Chief Quality Officer, MUSC Health*
  
- Item 13. MUSC Physicians Update ..... Dr. Terry Steyer  
*President, MUSC Physicians*
  
- Item 14. Other Committee Business ..... Dr. Murrell Smith  
*Committee Chair*

**MUHA and MUSC Physical Facilities Committee: Mr. Bill Bingham, Chair**

- Item 15. Major Projects Update..... Tom Crawford  
*Chief Operating Officer, MUSC Health*
  
- Item 16. MUSC Facilities Procurements/Contracts..... Brad Taylor  
*Chief Facilities Officer, MUSC*
  
- Item 17. Other Committee Business ..... Bill Bingham  
*Committee Chair*

**MUHA and MUSC Audit Committee: Mr. Tom Stephenson, Chair**

Item 18. Report of the Office of Internal Audit..... Susan Barnhart  
*Director, Internal Audit*

Item 19. Other Committee Business ..... Tom Stephenson  
*Committee Chair*

**Other Business for the Board of Trustees**

Item 20. Approval of Consent Agenda ..... Dr. James Lemon  
*Chairman*

Item 21. Executive Session ..... Dr. James Lemon  
*Chairman*

Upon proper motion and vote, the Board may convene a closed session pursuant to SC Code Ann. §30-4-70. Although the Board will not vote on any items discussed in closed session, the Board may return to public session to vote on items discussed.

Item 22. New Business for the Board of Trustees..... Dr. James Lemon  
*Chairman*

Item 23. Report from the Chairman..... Dr. James Lemon  
*Chairman*



**MUSC Health - Board Package**  
**MUHA - Medical University Hospital Authority**  
Interim Financial Statements  
June 30, 2021

**Medical University Hospital Authority (MUHA)**

**Statement of Revenues, Expenses and Changes in Net Assets**

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**Statements of Net Position**

Consolidated – All Markets	10 - 12
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**MUHA FASB to GASB Report**

Consolidated – All Markets	14
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Note:

1) During March 2020, MUSC Health went into emergency command structure in response to COVID19. MUHA has recognized CARES stimulus funding in FY2020 and FY2021 as non-operating revenue per GASB guidance.

2) In FY2018, the internal financial statement format was changed to a FASB basis report to appropriately match the income stream of state appropriations and expenses incurred in addition to a presentation format that matches HUD and the credit market expectations.

# Medical University Hospital Authority - Consolidated

## Statement of Revenues, Expenses and Change in Net Position

For the 12 Month Period Ending - June 30, 2021

### Modified FASB Basis

	Current Month			Fiscal Year To Date				
	Actual	Flex Budget	Var %	Actual	Flex Budget	Variance	Var %	Fixed Budget
<b>Operating Revenues:</b>								
Net Patient Service Revenue	\$ 158,262,530	\$ 170,137,681	-6.98%	\$ 1,929,411,086	\$ 1,941,839,279	\$ (12,428,193)	-0.64%	\$ 2,011,755,587
DSH	11,129,815	4,260,735	161.22%	61,243,524	51,128,806	10,114,718	19.78%	51,128,806
Retail Pharmacy Revenue	28,770,803	30,000,832	-4.10%	266,995,314	276,360,350	(9,365,036)	-3.39%	203,492,711
Other Revenue	6,046,871	8,213,645	-26.38%	92,791,258	98,653,322	(5,862,064)	-5.94%	98,653,322
State Appropriations	9,962,550	12,348,754	-19.32%	112,854,578	38,185,053	74,669,525	195.55%	38,185,053
Total Operating Revenues	\$ 214,172,570	\$ 224,961,647	-4.80%	\$ 2,463,295,760	\$ 2,406,166,810	\$ 57,128,950	2.37%	\$ 2,403,215,479
<b>Operating Expenses:</b>								
Salaries Wages	\$ 59,600,440	\$ 56,738,857	5.04%	\$ 679,360,571	\$ 656,910,902	\$ 22,449,668	3.42%	\$ 647,516,309
Benefits	14,861,653	21,547,506	-31.03%	236,353,537	250,082,477	(13,728,941)	-5.49%	245,937,417
Pension Expense	5,288,174	5,288,174	0.00%	63,520,000	63,520,000	-	0.00%	63,520,000
Other Post Employment Benefits	1,629,656	1,629,656	0.00%	19,555,880	19,555,880	-	0.00%	19,555,880
Unplanned Pension and Other Post Employment Benefits	32,946,596	-	0.00%	101,338,510	-	101,338,510	0.00%	-
Purchased Services	37,528,367	37,485,560	0.11%	354,221,047	348,997,086	5,223,962	1.50%	348,642,271
Physician Services	11,870,782	12,970,784	-8.48%	149,841,617	158,022,134	(8,180,517)	-5.18%	148,154,132
Pharmaceuticals	14,982,305	14,257,028	5.09%	179,713,146	150,802,841	28,910,306	15.86%	141,790,768
Retail Pharmaceuticals	13,443,286	11,934,676	12.64%	126,289,865	108,153,015	18,136,850	16.77%	80,341,162
Medical Supplies	40,035,263	26,602,911	50.49%	335,454,433	319,016,080	16,438,353	5.15%	317,541,715
COVID Supplies	3,910,737	-	0.00%	44,824,071	-	44,824,071	0.00%	-
Other Supplies	7,295,645	3,634,098	100.76%	62,864,450	46,449,676	16,414,774	35.34%	46,241,783
Utilities	2,170,205	2,066,544	5.02%	22,166,537	24,772,567	(2,606,030)	-10.52%	24,772,567
Insurance	634,751	686,081	-7.48%	7,952,057	7,801,304	150,753	1.93%	7,801,304
Leases	3,802,470	3,183,615	19.44%	34,780,761	39,097,466	(4,316,705)	-11.04%	39,097,466
Other	2,407,152	2,238,113	7.55%	25,903,934	27,678,850	(1,774,915)	-6.41%	27,678,857
Physician Clinic Expense	1,790,091	1,999,941	-10.49%	25,899,485	23,466,710	2,432,775	10.37%	23,466,710
Total Operating Expenses	\$ 254,197,574	\$ 202,263,543	25.68%	\$ 2,465,039,900	\$ 2,244,326,988	\$ 220,712,912	9.83%	\$ 2,182,058,142
EBIDA	\$ (40,025,004)	\$ 22,698,104	-276.34%	\$ (1,744,140)	\$ 161,839,822	\$ (163,583,961)	-101.08%	\$ 221,157,336
Depreciation	\$ 10,355,698	\$ 8,988,214	15.21%	\$ 109,561,878	\$ 105,065,990	\$ 4,495,888	4.28%	\$ 105,065,990
Interest	\$ 3,223,887	\$ 3,136,426	2.79%	\$ 38,870,951	\$ 39,265,361	\$ (394,410)	-1.00%	\$ 39,265,361
Operating Income (Loss)	\$ (53,604,589)	\$ 10,573,465	-606.97%	\$ (150,176,969)	\$ 17,508,471	\$ (167,685,440)	-957.74%	\$ 76,825,986
Operating Margin	-25.03%	4.70%	6.02%	-6.10%	0.73%			3.20%
<b>NonOperating Revenues (Expenses):</b>								
Gifts and Grants	\$ 4,843,266	\$ 924,247	424.02%	\$ 18,214,351	\$ 11,090,962	\$ 7,123,389	64.23%	\$ 11,090,962
Investment Income	726,031	501,960	44.64%	57,074	6,047,561	(5,990,487)	-99.06%	6,047,561
Loss on Disposal of Capital Assets	(463,364)	(52,876)	776.32%	(809,667)	(634,513)	(175,154)	27.60%	(634,513)
COVID Funding	1,899,430	-	0.00%	116,344,785	20,000,000	96,344,785	481.72%	20,000,000
Other NonOperating Expenses	(3,080,138)	1,722	-179021.75%	(3,081,164)	(979,342)	(2,101,822)	214.62%	(979,342)
Debt Issuance Costs	-	-	0.00%	(16,002)	-	(16,002)	0.00%	-
Total NonOperating Revenues (Expenses)	\$ 3,925,225	\$ 1,375,053	185.46%	\$ 130,709,377	\$ 35,524,668	\$ 95,184,709	267.94%	\$ 35,524,668
Income (Loss) Before NonOperating Payments to MUSC Affiliates	\$ (49,679,364)	\$ 11,948,517	-515.78%	\$ (19,467,592)	\$ 53,033,139	\$ (72,500,731)	-136.71%	\$ 112,350,654
Non Operating Payments to MUSC Affiliates	-	(3,985,218)	-100.00%	-	(21,332,856)	21,332,856	-100.00%	(46,962,784)
Change in Net Position	\$ (49,679,364)	\$ 7,963,299	-723.85%	\$ (19,467,592)	\$ 31,700,283	\$ (51,167,875)	-161.41%	\$ 65,387,870
Total Margin	-23.20%	3.54%	4.00%	-0.79%	1.32%			2.72%

### Unaudited - For Management Use

# Medical University Hospital Authority - Charleston Market

## Statement of Revenues, Expenses and Change in Net Position

For the 12 Month Period Ending - June 30, 2021

### Modified FASB Basis

	Current Month			Fiscal Year To Date							
	Actual	Flex Budget	Variance	Actual	Flex Budget	Variance	Actual	Flex Budget	Variance	Var %	Fixed Budget
<b>Operating Revenues:</b>											
Net Patient Service Revenue	\$ 123,274,972	\$ 137,295,144	\$ (14,020,172)	\$ 1,566,546,460	\$ 1,583,437,181	\$ (16,890,720)	\$ 15,666,546,460	\$ 15,834,371,181	\$ (166,824,720)	-1.07%	\$ 1,632,745,969
DSH	8,681,123	3,327,496	5,353,627	45,283,577	39,929,950	5,353,627	45,283,577	39,929,950	5,353,627	13.41%	39,929,950
Retail/Pharmacy Revenue	28,770,803	30,000,832	(1,230,029)	266,995,314	276,360,350	(9,365,036)	266,995,314	276,360,350	(9,365,036)	-3.39%	203,492,711
Other Revenue	4,845,652	6,589,654	(1,744,002)	78,404,716	79,373,314	(968,598)	78,404,716	79,373,314	(968,598)	-1.22%	79,373,314
State Appropriations	3,338,128	2,348,754	989,374	65,949,303	28,185,053	37,764,250	65,949,303	28,185,053	37,764,250	133.99%	28,185,053
Total Operating Revenues	\$ 168,910,678	\$ 179,561,880	\$ (10,651,202)	\$ 2,023,179,370	\$ 2,007,285,848	\$ 15,893,522	\$ 20,231,793,370	\$ 20,072,858,848	\$ 15,934,521	0.79%	\$ 1,983,726,997
<b>Operating Expenses:</b>											
Salaries Wages	\$ 47,063,072	\$ 46,657,084	\$ 405,988	\$ 540,543,631	\$ 536,057,535	\$ 4,486,095	\$ 540,543,631	\$ 536,057,535	\$ 4,486,095	0.84%	\$ 520,359,847
Benefits	11,280,758	17,545,610	(6,264,851)	188,305,253	203,066,683	(14,761,430)	188,305,253	203,066,683	(14,761,430)	-7.27%	196,698,102
Pension Expense	4,426,667	4,426,667	-	53,120,000	53,120,000	-	53,120,000	53,120,000	-	0.00%	53,120,000
Other Post Employment Benefits	1,358,333	1,358,333	-	16,300,000	16,300,000	-	16,300,000	16,300,000	-	0.00%	16,300,000
Unplanned Pension and Other Post Employment Benefits	24,582,532	-	24,582,532	72,854,133	-	72,854,133	72,854,133	-	0.00%	-	
Purchased Services	31,974,900	24,200,735	7,774,165	306,798,988	294,064,998	12,733,990	306,798,988	294,064,998	12,733,990	4.33%	293,674,056
Physician Services	10,268,477	11,692,974	(1,424,497)	128,230,958	142,196,224	(13,965,266)	128,230,958	142,196,224	(13,965,266)	-9.82%	130,376,173
Pharmaceuticals	12,823,374	12,609,459	213,915	154,160,059	132,040,045	22,120,014	154,160,059	132,040,045	22,120,014	16.75%	120,968,683
Retail/Pharmaceuticals	13,443,286	11,934,676	1,508,611	126,289,865	108,153,015	18,136,850	126,289,865	108,153,015	18,136,850	16.77%	80,341,162
Medical Supplies	33,295,474	22,862,060	10,433,414	286,132,284	277,405,947	8,726,337	286,132,284	277,405,947	8,726,337	3.15%	275,848,314
COVID Supplies	3,884,928	-	3,884,928	42,639,342	-	42,639,342	42,639,342	-	42,639,342	0.00%	-
Other Supplies	6,077,744	2,826,409	3,251,335	53,185,902	36,695,132	16,490,770	53,185,902	36,695,132	16,490,770	44.94%	36,034,646
Utilities	1,467,933	1,539,240	(71,307)	15,763,975	18,437,672	(2,673,697)	15,763,975	18,437,672	(2,673,697)	-14.50%	18,437,672
Insurance	500,117	498,137	1,980	6,296,328	5,544,662	751,666	6,296,328	5,544,662	751,666	13.56%	5,544,662
Leases	3,228,377	2,652,908	575,470	28,354,419	32,582,169	(4,227,750)	28,354,419	32,582,169	(4,227,750)	-12.98%	32,582,169
Other	1,524,262	1,392,963	131,300	16,252,695	17,262,216	(1,009,520)	16,252,695	17,262,216	(1,009,520)	-5.85%	17,262,023
Total Operating Expenses	\$ 207,200,235	\$ 162,197,253	\$ 45,002,982	\$ 2,035,217,833	\$ 1,872,926,299	\$ 162,291,534	\$ 2,035,217,833	\$ 1,872,926,299	\$ 162,291,534	8.67%	\$ 1,797,547,508
EBIDA	\$ (38,289,557)	\$ 17,364,627	\$ (55,654,184)	\$ (12,038,463)	\$ 134,359,549	\$ (146,398,012)	\$ (12,038,463)	\$ 134,359,549	\$ (146,398,012)	-108.96%	\$ 186,179,489
Depreciation	\$ 9,203,257	\$ 8,184,047	\$ 1,019,210	\$ 95,795,485	\$ 95,812,556	\$ (17,072)	\$ 95,795,485	\$ 95,812,556	\$ (17,072)	-0.02%	\$ 95,812,556
Interest	\$ 2,644,316	\$ 2,550,222	\$ 94,094	\$ 31,052,628	\$ 30,986,261	\$ 66,367	\$ 31,052,628	\$ 30,986,261	\$ 66,367	0.21%	\$ 30,986,261
Operating Income (Loss)	\$ (50,137,130)	\$ 6,630,358	\$ (56,767,488)	\$ (138,886,576)	\$ 7,560,732	\$ (146,447,307)	\$ (138,886,576)	\$ 7,560,732	\$ (146,447,307)	-1936.95%	\$ 59,380,672
Operating Margin	-29.68%	3.69%	-33.37%	-6.86%	0.38%	-16.43%	-6.86%	0.38%	-16.43%	2.99%	
<b>NonOperating Revenues (Expenses):</b>											
Gifts and Grants	\$ 3,911,118	\$ 924,247	\$ 2,986,872	\$ 15,244,476	\$ 11,090,962	\$ 4,153,513	\$ 15,244,476	\$ 11,090,962	\$ 4,153,513	37.45%	\$ 11,090,962
Investment Income	725,317	468,708	256,609	43,441	5,648,531	(5,605,090)	43,441	5,648,531	(5,605,090)	-99.23%	5,648,531
Loss on Disposal of Capital Assets	-	(52,876)	52,876	(365,110)	(634,513)	269,403	(365,110)	(634,513)	269,403	-42.46%	(634,513)
COVID Funding	1,046,004	-	1,046,004	87,743,961	20,000,000	67,743,961	87,743,961	20,000,000	67,743,961	338.72%	20,000,000
Other NonOperating Expenses	(3,062,475)	-	(3,062,475)	(3,062,475)	(1,000,000)	(2,062,475)	(3,062,475)	(1,000,000)	(2,062,475)	206.25%	(1,000,000)
Debt Issuance Costs	-	-	-	-	-	-	-	-	-	0.00%	-
Total NonOperating Revenues (Expenses)	\$ 2,619,964	\$ 1,340,079	\$ 1,279,885	\$ 99,604,293	\$ 35,104,981	\$ 64,499,312	\$ 99,604,293	\$ 35,104,981	\$ 64,499,312	183.73%	\$ 35,104,981
Income (Loss) Before NonOperating Payments to MUSC Affiliates	\$ (47,517,166)	\$ 7,970,436	\$ (55,487,602)	\$ (39,282,283)	\$ 42,665,712	\$ (81,947,995)	\$ (39,282,283)	\$ 42,665,712	\$ (81,947,995)	-192.07%	\$ 94,485,652
Non Operating Payments to MUSC Affiliates	-	(3,985,218)	3,985,218	-	(21,332,856)	21,332,856	-	(21,332,856)	21,332,856	-100.00%	(46,962,784)
Change in Net Position	\$ (47,517,166)	\$ 3,985,218	\$ (51,502,384)	\$ (39,282,283)	\$ 21,332,856	\$ (60,615,139)	\$ (39,282,283)	\$ 21,332,856	\$ (60,615,139)	-284.14%	\$ 47,522,868
Total Margin	-28.13%	2.22%	-36.35%	-1.94%	1.06%	-17.37%	-1.94%	1.06%	-17.37%	2.40%	

Unaudited - For Management Use

# Medical University Hospital Authority – Charleston Market

## Notes to the Interim Financial Statements

Statement of Revenues, Expenses and Changes in Net Assets: YTD June 30, 2021 (Unaudited)

*Actuals Compared to Fixed Budget*

**Revenue Explanation:** June year-to-date adjusted discharges were below budget by (0.1%). Inpatient surgeries, outpatient surgeries, transplant procedures, and case mix index were over or (under) budget by (1.3%), (2.2%), 32.1%, and 9.8%, respectively. Retail pharmacy revenues were favorable by \$63.5M. Other Revenues were \$1M under budget. Charity care and bad debt expenses were \$11.2M favorable to budget.

State Appropriations year-to-date were over budget due to the recognition of \$37.8M in COVID Vaccine funding and state legislature-approved nurse retention funding.

**Expense Explanation:** FTE per Adjusted Occupied Bed – Case Mix Adjusted was favorable to budget by 14.9%, which equates to 598 FTEs less or \$57.4M. The salary rate variance is negatively impacted by \$69.2M due to COVID, agency utilization, overtime, and nursing incentive pay.

The noncash expenses related to the State's Pension and Retiree Plan was over budget by \$73M. While this does not impact MUHA's cash position, it does reflect on the financial statements. The additional pass through expense was largely driven by the reduced value of the assets at June 30 by the financial market downturn related to COVID.

Medical Supplies and Other Supplies, not explained by volume, were \$25.2M over budget year-to-date.

Pharmaceuticals, not explained by volume, was over budget by \$22.1M for the year. Retail pharmacy revenues, net of expenses, were favorable by \$17.5M on a year-to-date basis.

Physician Services was under budget year-to-date \$2.1M due to the timing of expenses related to the College of Medicine.

Insurance was over budget year-to-date by \$0.8M, while Leases and Other were favorable by \$5.2M mainly due to leased properties at Rutledge Tower and Parkshore and employee travel expenses being lower than budgeted.

# Medical University Hospital Authority - Florence Market

## Statement of Revenues, Expenses and Change in Net Position

For the 12 Month Period Ending - June 30, 2021

### Modified FASB Basis

	Current Month			Fiscal Year To Date				
	Actual	Flex Budget	Variance	Actual	Flex Budget	Variance	Var %	Fixed Budget
<b>Operating Revenues:</b>								
Net Patient Service Revenue	\$ 23,715,143	\$ 22,800,349	\$ 914,794	\$ 250,037,934	\$ 244,190,130	\$ 5,847,804	2.39%	\$ 256,791,899
DSH	1,484,652	536,010	948,642	9,577,441	6,432,108	3,145,333	48.90%	6,432,108
Other Revenue	586,257	913,290	(327,033)	6,357,601	10,959,474	(4,601,873)	-41.99%	10,959,474
State Appropriations	6,445,111	10,000,000	(3,554,889)	43,399,207	10,000,000	33,399,207	333.99%	10,000,000
Total Operating Revenues	\$ 32,231,162	\$ 34,249,648	\$ (2,018,486)	\$ 309,372,183	\$ 271,581,712	\$ 37,790,470	13.91%	\$ 284,183,482
<b>Operating Expenses:</b>								
Salaries Wages	\$ 8,191,168	\$ 6,534,909	\$ 1,656,259	\$ 92,111,727	\$ 78,339,188	\$ 13,772,539	17.58%	\$ 81,883,411
Benefits	2,361,766	2,595,726	(233,960)	31,575,244	30,341,312	1,233,932	4.07%	31,605,769
Pension Expense	520,000	520,000	-	6,240,000	6,240,000	-	0.00%	6,240,000
Other Post Employment Benefits	162,823	162,823	-	1,953,880	1,953,880	-	0.00%	1,953,880
Unplanned Pension and Other Post Employment Benefits	5,363,072	-	5,363,072	18,027,115	-	18,027,115	0.00%	-
Purchased Services	4,085,250	12,118,382	(8,033,132)	30,953,421	40,989,192	(10,035,771)	-24.48%	41,024,644
Physician Services	1,214,007	827,441	386,566	12,209,936	9,443,576	2,766,360	29.29%	10,490,325
Pharmaceuticals	1,888,797	1,417,338	471,459	16,930,689	16,031,141	899,549	5.61%	17,877,821
Medical Supplies	5,150,552	2,678,126	2,472,427	35,643,926	28,306,432	7,337,494	25.92%	28,177,188
COVID Supplies	24,646	-	24,646	1,549,241	-	1,549,241	0.00%	-
Other Supplies	1,013,314	646,519	366,795	7,928,990	7,842,176	86,814	1.11%	8,112,561
Utilities	448,316	341,545	106,771	3,985,658	4,105,797	(120,139)	-2.93%	4,105,797
Insurance	81,944	97,254	(15,309)	1,064,981	1,168,355	(103,373)	-8.85%	1,168,355
Leases	357,408	308,280	49,129	4,215,763	3,847,425	368,339	9.57%	3,847,425
Other	638,812	565,098	73,714	6,716,619	7,055,625	(339,006)	-4.80%	7,055,625
Physician Clinic Expense	1,462,389	1,464,594	(2,205)	16,122,345	17,042,550	(920,205)	-5.40%	17,042,550
Total Operating Expenses	\$ 32,964,265	\$ 30,278,034	\$ 2,686,230	\$ 287,229,537	\$ 252,706,648	\$ 34,522,889	13.66%	\$ 280,585,350
EBIDA	\$ (733,102)	\$ 3,971,614	\$ (4,704,717)	\$ 22,142,645	\$ 18,875,064	\$ 3,267,581	17.31%	\$ 23,598,131
Depreciation	\$ 701,631	\$ 503,690	\$ 197,942	\$ 8,348,109	\$ 5,651,429	\$ 2,696,680	47.72%	\$ 5,651,429
Interest	\$ 439,083	\$ 449,647	\$ (10,563)	\$ 5,863,281	\$ 6,101,068	\$ (237,787)	-3.90%	\$ 6,101,068
Operating Income (Loss)	\$ (1,873,817)	\$ 3,018,278	\$ (4,892,095)	\$ 7,931,255	\$ 7,122,567	\$ 808,688	11.35%	\$ 11,845,634
Operating Margin	-5.81%	8.81%	7.74%	2.56%	2.62%		4.17%	
<b>NonOperating Revenues (Expenses):</b>								
Gifts and Grants	\$ 603,405	\$ -	\$ 603,405	\$ 2,119,807	\$ -	\$ 2,119,807	0.00%	\$ -
Investment Income	515	-	515	9,820	-	9,820	0.00%	-
Loss on Disposal of Capital Assets	(460,001)	-	(460,001)	(460,001)	-	(460,001)	0.00%	-
COVID Funding	-	-	-	11,568,283	-	11,568,283	0.00%	-
Other NonOperating Expenses	-	-	-	-	-	-	0.00%	-
Debt Issuance Costs	-	-	-	-	-	-	0.00%	-
Total NonOperating Revenues (Expenses)	\$ 143,919	\$ -	\$ 143,919	\$ 13,237,909	\$ -	\$ 13,237,909	0.00%	\$ -
Income (Loss) Before NonOperating Payments to MUSC Affiliates	\$ (1,729,898)	\$ 3,018,278	\$ (4,748,176)	\$ 21,169,164	\$ 7,122,567	\$ 14,046,597	197.21%	\$ 11,845,634
Non Operating Payments to MUSC Affiliates	-	-	-	-	-	-	0.00%	-
Change in Net Position	\$ (1,729,898)	\$ 3,018,278	\$ (4,748,176)	\$ 21,169,164	\$ 7,122,567	\$ 14,046,597	197.21%	\$ 11,845,634
Total Margin	-5.37%	8.81%	7.74%	6.84%	2.62%		4.17%	

## Medical University Hospital Authority – Florence Market

### Notes to the Interim Financial Statements

#### Statement of Revenues, Expenses and Changes in Net Assets: YTD June 30, 2021 (Unaudited)

##### *Actuals Compared to Fixed Budget*

**Revenue Explanation:** June year-to-date net patient service revenues were unfavorable to budget by 2.63%. Discharges were unfavorable by 1,224, Inpatient Surgeries were unfavorable by 731, and Outpatient Surgeries were unfavorable by 1,643. Other revenues were favorable to budget by \$33.4M, primarily driven by State Appropriation funds to build the new Black River Medical Center, currently under construction, as well as vaccination funding for at-risk communities, and state legislature-approved nurse retention funding.

**Expense Explanation:** FTE per Adjusted Occupied Bed – Case Mix Index Adjusted was unfavorable due to COVID, agency utilization, overtime, and nursing incentive pay. FTEs for the Florence and Marion hospitals were below budget on a year-to-date basis.

The noncash expenses related to the State's Pension and Retiree Plan was over budget by \$73M. While this does not impact MUHA's cash position, it does reflect on the financial statements. The additional pass through expense was largely driven by the reduced value of the assets at June 30 by the financial market downturn related to COVID.

Pharmaceuticals were \$0.9M favorable, primarily due to the reduced volume in the 340B program. Year-to-date 340B program savings for the hospital-based Oncology department were \$0.9M.

Medical and Other supplies were \$8.8M unfavorable year to date due to COVID supplies of \$1.5M, with the remaining balance due to higher-cost surgical implant cases and off-contract purchases.

Physician clinic expenses from MUSCP were favorable to budget by \$0.9M due to Supplemental Teaching Physician payments received.

Purchased Services expenses were favorable to budget by \$10.3M year-to-date. Multiple outpatient departments were favorable due to lower volumes as a result of COVID. 340B was favorable \$0.9M.

Other expenses were favorable by \$0.3M.

# Medical University Hospital Authority - Lancaster Market (including Edgewater Surgery Center)

## Statement of Revenues, Expenses and Change in Net Position

For the 12 Month Period Ending - June 30, 2021

### Modified FASB Basis

	Current Month			Fiscal Year To Date				
	Actual	Flex Budget	Variance	Actual	Flex Budget	Variance	Var %	Fixed Budget
<b>Operating Revenues:</b>								
Net Patient Service Revenue	\$ 11,272,415	\$ 10,042,187	\$ 1,230,228	\$ 112,826,692	\$ 114,211,969	\$ (1,385,276)	-1.21%	\$ 122,217,719
DSH	964,041	397,229	566,812	6,382,506	4,766,748	1,615,758	33.90%	4,766,748
Other Revenue	614,963	710,702	(95,739)	8,028,941	8,320,533	(291,592)	-3.50%	8,320,533
State Appropriations	179,311	-	179,311	3,506,069	-	3,506,069	0.00%	-
Total Operating Revenues	\$ 13,030,730	\$ 11,150,118	\$ 1,880,612	\$ 130,744,208	\$ 127,299,250	\$ 3,444,958	2.71%	\$ 135,305,000
<b>Operating Expenses:</b>								
Salaries Wages	\$ 4,346,200	\$ 3,546,864	\$ 799,336	\$ 46,705,213	\$ 42,514,180	\$ 4,191,034	9.86%	\$ 45,273,051
Benefits	1,219,129	1,406,170	(187,041)	16,473,039	16,674,482	(201,443)	-1.21%	17,633,546
Pension Expense	341,507	341,507	-	4,160,000	4,160,000	-	0.00%	4,160,000
Other Post Employment Benefits	108,500	108,500	-	1,302,000	1,302,000	-	0.00%	1,302,000
Unplanned Pension and Other Post Employment Benefits	3,000,993	3,000,993	-	10,457,261	10,457,261	-	0.00%	10,457,261
Purchased Services	1,468,217	1,166,443	301,774	16,478,638	13,942,896	2,535,743	18.19%	13,943,572
Physician Services	388,298	450,369	(62,071)	9,400,723	6,382,334	3,018,389	47.29%	7,287,634
Pharmaceuticals	270,134	230,232	39,903	3,622,397	2,731,655	890,743	32.61%	2,944,265
Medical Supplies	1,589,236	1,062,725	526,512	13,678,222	13,303,700	374,522	2.82%	13,516,213
COVID Supplies	1,163	-	1,163	635,487	-	635,487	0.00%	-
Other Supplies	204,587	161,170	43,417	1,749,558	1,912,368	(162,810)	-8.51%	2,094,576
Utilities	253,956	185,758	68,197	2,416,904	2,229,099	187,805	8.43%	2,229,099
Insurance	52,690	90,691	(38,001)	590,747	1,088,287	(497,540)	-45.72%	1,088,287
Leases	216,684	222,428	(5,744)	2,210,578	2,667,872	(457,294)	-17.14%	2,667,872
Other	244,077	280,052	(35,975)	2,934,620	3,361,009	(426,389)	-12.69%	3,361,009
Physician Clinic Expense	327,703	535,347	(207,644)	9,777,140	6,424,160	3,352,980	52.19%	6,424,160
Total Operating Expenses	\$ 14,033,074	\$ 9,788,255	\$ 4,244,819	\$ 142,592,529	\$ 118,694,041	\$ 23,898,488	20.13%	\$ 123,925,285
EBIDA	\$ (1,002,345)	\$ 1,361,863	\$ (2,364,207)	\$ (11,848,322)	\$ 8,605,209	\$ (20,453,530)	-237.69%	\$ 11,379,716
Depreciation	\$ 450,810	\$ 300,477	\$ 150,333	\$ 5,418,284	\$ 3,602,004	\$ 1,816,280	50.42%	\$ 3,602,004
Interest	\$ 140,487	\$ 136,557	\$ 3,931	\$ 1,955,043	\$ 2,178,032	\$ (222,990)	-10.24%	\$ 2,178,032
Operating Income (Loss)	\$ (1,593,642)	\$ 924,829	\$ (2,518,471)	\$ (19,221,648)	\$ 2,825,172	\$ (22,046,821)	-780.37%	\$ 5,599,680
Operating Margin	-12.23%	8.29%		-14.70%	2.22%			4.14%
<b>NonOperating Revenues (Expenses):</b>								
Gifts and Grants	\$ 328,742	\$ -	\$ 328,742	\$ 850,068	\$ -	\$ 850,068	0.00%	\$ -
Investment Income	200	33,252	(33,053)	3,813	399,030	(395,216)	-99.04%	399,030
Loss on Disposal of Capital Assets	(3,363)	-	(3,363)	15,444	-	15,444	0.00%	-
COVID Funding	853,425	-	853,425	17,032,541	-	17,032,541	0.00%	-
Other NonOperating Expenses	(17,662)	1,722	(19,384)	(18,688)	20,658	(39,346)	-190.46%	20,658
Debt Issuance Costs	-	-	-	(16,002)	-	(16,002)	0.00%	-
Total NonOperating Revenues (Expenses)	\$ 1,161,342	\$ 34,974	\$ 1,126,368	\$ 17,867,175	\$ 419,688	\$ 17,447,488	4157.26%	\$ 419,688
Income (Loss) Before NonOperating Payments to MUSC Affiliates	\$ (432,300)	\$ 959,803	\$ (1,392,104)	\$ (1,354,473)	\$ 3,244,860	\$ (4,599,333)	-141.74%	\$ 6,019,367
Non Operating Payments to MUSC Affiliates	-	-	-	-	-	-	0.00%	-
Change in Net Position	(432,300)	959,803	(1,392,104)	(1,354,473)	3,244,860	(4,599,333)	-141.74%	6,019,367
Total Margin	-3.32%	8.61%		-1.04%	2.55%			4.45%

Unaudited - For Management Use

**Medical University Hospital Authority – Lancaster Market** (including Edgewater Surgery Center)  
Notes to the Interim Financial Statements

Statement of Revenues, Expenses and Changes in Net Assets: YTD June 30, 2021 (Unaudited)  
*Actuals Compared to Fixed Budget*

**Revenue Explanation:** June year-to-date net patient service revenues were unfavorable by 7.7%. Adjusted discharges were unfavorable to budget by 18.1%. Inpatient surgeries and outpatient surgeries were unfavorable to budget by 2.2% and 16.8%, respectively. Other Revenues were favorable \$4.8M, primarily driven by revenues from the Ambulatory Surgery Center, COVID vaccination funding and state legislature-approved nurse recruitment and retention funding.

**Expense Explanation:** FTE per Adjusted Occupied Bed – Case Mix Index Adjusted was favorable by \$1.8M, due to increased case mix. There was an unfavorable impact due to COVID, agency utilization, overtime, and nursing incentive pay. Benefits were favorable \$1.2M to budget.

The noncash expenses related to the State’s Pension and Retiree Plan was over budget by \$73M. While this does not impact MUHA’s cash position, it does reflect on the financial statements. The additional pass through expense was largely driven by the reduced value of the assets at June 30 by the financial market downturn related to COVID.

Medical and Other supplies were unfavorable by \$0.5M mainly due to volume declines. Unplanned COVID Supplies were unfavorable by \$0.6M.

Pharmaceuticals were unfavorable by \$0.7M, due to inpatient COVID drug costs.

Physician Services were unfavorable \$5.5M, mainly due to the unfavorable physician clinic expense, emergency department and hospitalist subsidies, and the Rural Health Clinics incorporated into the Lancaster market beginning January 2021.

Purchased services were unfavorable by \$2.5M mainly due to repairs and maintenance contract, IT and increased security costs. Utilities, Insurance, Leases and Other expenses were favorable by \$1.2M.



## **Statement of Net Position**

# Medical University Hospital Authority - Consolidated

## Statements of Net Position June 30, 2021 and June 30, 2020

Assets and Deferred Outflows	At 6/30/2021 (unaudited)	At 6/30/2020 (audited)
Current Assets:		
Cash and Cash Equivalents	\$ 399,108,208	\$ 344,995,313
Cash Restricted for Capital Projects and Major Programs	35,468,718	13,040,756
Cash Restricted for COVID-19 Stimulus Funding	34,936,659	10,470,416
Investments Unrestricted	216,099,763	59,624,988
Investments Restricted for Capital Projects and Major Programs	31,600,161	42,347,752
Patient Accounts Receivable, Net of Allowance for Uncollectible Accounts of approximately \$224,200,000 and \$119,700,000	278,828,671	298,277,631
Due from Related Parties	-	8,000,106
Due from Third-Party Payors	4,430,501	19,959,892
Due from Joint Ventures and Partnerships	7,944,470	4,354,770
Other Current Assets	166,851,497	162,509,050
<b>Total Current Assets</b>	<b>\$ 1,175,268,648</b>	<b>\$ 963,580,674</b>
Investments Held by Trustees Under Indenture Agreements	\$ 63,420,714	\$ 58,342,530
Investments in Joint Ventures and Partnerships	1,356,791	1,356,791
Other Non-Current Assets	10,906,766	6,121,667
Capital Assets, Net	973,386,393	994,261,635
<b>Total Assets</b>	<b>\$ 2,224,339,312</b>	<b>\$ 2,023,663,297</b>
Deferred Outflows	\$ 738,544,381	\$ 252,963,949
<b>Total Assets and Deferred Outflows</b>	<b>\$ 2,962,883,693</b>	<b>\$ 2,276,627,246</b>
 <b>Liabilities, Deferred Inflows and Net Position</b>		
Current Liabilities:		
Current Installments of Long-Term Debt	\$ 32,275,873	\$ 31,261,596
Current Installments of Capital Lease Obligations	8,582,452	6,610,403
Current Installments of Notes Payable	2,158,755	1,509,249
Short-Term Debt	-	120,000,000
Due to Related Parties	175,021	-
Accounts Payable	134,383,429	107,412,453
Accrued Payroll, Withholdings and Benefits	107,061,621	90,658,686
Due to Third-Party Payors	2,537,545	-
Other Accrued Expenses	23,715,866	52,801,078
Unearned Revenue	182,906,502	2,947,134
<b>Total Current Liabilities</b>	<b>\$ 493,797,064</b>	<b>\$ 413,200,599</b>
Long-Term Debt	\$ 700,534,221	\$ 732,641,115
Capital Lease Obligations	73,781,583	68,756,709
Notes Payable	1,169,293	2,732,070
Net Pension Liability	1,174,623,048	824,346,380
Net OPEB Liability	1,061,298,724	744,302,324
<b>Total Liabilities</b>	<b>\$ 3,505,203,933</b>	<b>\$ 2,785,979,197</b>
Deferred Inflows	\$ 70,157,846	\$ 76,874,234
<b>Total Liabilities and Deferred Inflows</b>	<b>\$ 3,575,361,779</b>	<b>\$ 2,862,853,431</b>
Net Position:		
Net Investment in Capital Assets	\$ 170,214,929	\$ 155,273,592
Restricted:		
Under Indenture Agreements	63,420,714	58,342,530
Expendable for:		
Capital Projects	45,994,790	9,239,695
Major Programs	30,798,357	29,974,897
COVID-19 Stimulus Funding	34,936,659	10,470,416
Unrestricted (deficit)	(957,843,535)	(849,527,315)
<b>Total Net Position</b>	<b>\$ (612,478,086)</b>	<b>\$ (586,226,185)</b>
<b>Total Liabilities, Deferred Inflows and Net Position</b>	<b>\$ 2,962,883,693</b>	<b>\$ 2,276,627,246</b>

Unaudited - For Management Use

## MEDICAL UNIVERSITY HOSPITAL AUTHORITY – Consolidated

Balance Sheet: As of 06/30/21 (Unaudited) and 06/30/2020 (Audited)

### Cash and Cash Equivalents

Unrestricted cash and cash equivalents increased by \$54M from June 30, 2020. Significant FY21 events increasing cash include \$75.5M received Federal CARES funding, \$21.5M in SC CARES funding, \$19.1M in SC At-Risk testing funding. The revenue anticipation notes (“RAN”) were paid off in October 2020 and \$18.9M in transfers to MUSC affiliates have been made year-to-date.

Restricted cash increased \$36.1M from June 30, 2020. Significant FY21 events increasing restricted cash include \$45M received in COVID vaccine funds for administration and contract testing, \$36M received for funding of the Williamsburg hospital, \$18M received related to TeleHealth, \$4.8M received in Innovation funding and \$3M received in Adult and Pediatric Burn funds.

### Net Accounts Receivable

Net patient accounts receivable decreased \$19.5M from June 30, 2020 due to contractual adjustment. June 2021 net accounts receivable days were 43.

### Other Current Assets

Other current assets increased \$4.3M from June 30, 2020, mainly due to \$13.5M increase in inventory, \$10.5 decrease in accounts receivable and \$1.3M increase in prepaids.

	6/30/2021	6/30/2020
	<u>Balance</u>	<u>Balance</u>
Accounts Receivable	\$ 25,612,464	\$ 36,133,693
Inventory	87,587,272	74,028,766
Other Prepayments	53,651,761	49,364,459
	<u>\$ 166,851,497</u>	<u>\$ 159,526,918</u>

### Accounts Payable

Accounts Payable increased by \$26.9M from June 30, 2020, mainly due to an increase in monthly accruals.

### Other Accrued Expenses

Other Accrued Expenses decreased \$29.1M from June 30, 2020, mainly due to \$18.9M transfer to MUSC Affiliates.

### Unearned Revenue

Unearned revenue increased \$179.9M from June 30, 2020, mainly due to the receipt of Advanced Medicare funding.

## MEDICAL UNIVERSITY HOSPITAL AUTHORITY – Consolidated

Balance Sheet: As of 06/30/21 (Unaudited) and 06/30/2020 (Audited) cont'd

### Long Term Debt

As of June 2021, Current Installments of Long-Term Debt relates to HUD debt for ART, SJCH and the Central Energy Plant. Current Installments of Notes Payable relate to the note payable for the Sabin St. Energy Plant. A table of outstanding balances by major issuance is listed below:

	6/30/2021	6/30/2020
	<u>Balance</u>	<u>Balance</u>
CEP	\$ 31,342,241	\$ 33,789,761
ART	237,330,884	253,588,317
SJCH	300,880,171	309,108,945
Edgewater	6,303,968	6,485,135
Nexton and CSC	35,058,661	35,533,308
Sabin Street	2,732,070	4,241,319
Lease Buy-Outs	595,978	-
Capital Leases	82,364,035	75,367,111
RHN Debt	<u>121,894,169</u>	<u>125,397,246</u>
	\$ 818,502,177	\$ 843,511,142

### Pension and Other Post Employment Benefit (OPEB) Liabilities

As of June 30, 2021, the net pension liability increased by \$350.3M from June 30, 2020.

As of June 30, 2021, the net other post-employment benefit liability increased \$316.9M from June 30, 2020.

**Crosswalk of Financial Accounting Standards Board (FASB)  
Income Statement Presentation to Government Accounting  
Standards Board (GASB)**

**Medical University Hospital Authority - Consolidated**  
**Statement of Revenues, Expenses and Change in Net Position**  
**For the 12 Month Period Ending June 30, 2021**  
**Modified FASB Basis**

**Crosswalk from FASB to GASB**

	FASB			Variance	GASB			Variance
	Actual	Fiscal Year To Date Budget			Actual	Fiscal Year To Date Budget		
<b>Operating Revenues:</b>								
Net Patient Service Revenues	\$ 1,929,411,086	\$ 2,011,755,587	-4.09%		\$ 1,929,411,086	\$ 2,011,755,587	-4.09%	
Other Revenues - DHS Revenue	61,243,524	51,128,806	19.78%		61,243,524	51,128,806	19.78%	
Retail Pharmacy Revenue	266,995,314	203,492,711	31.21%		266,995,314	203,492,711	31.21%	
Other Revenues	92,791,258	98,653,322	-5.94%		92,791,258	98,653,322	-5.94%	
<b>State Appropriations</b>	<b>112,854,578</b>	<b>38,185,053</b>	<b>195.55%</b>					
<b>Total Operating Revenues</b>	<b>\$ 2,463,295,760</b>	<b>\$ 2,403,215,479</b>	<b>2.50%</b>		<b>\$ 2,350,441,182</b>	<b>\$ 2,365,030,426</b>	<b>-0.62%</b>	
<b>Operating Expenses:</b>								
Salaries Wages	\$ 679,360,571	\$ 647,516,309	4.92%		\$ 679,360,571	\$ 647,516,309	4.92%	
Benefits	236,353,537	245,937,417	-3.90%		236,353,537	245,937,417	-3.90%	
Pension Expense	63,520,000	63,520,000	0.00%		63,520,000	63,520,000	0.00%	
Other Post Employment Benefits	19,555,880	19,555,880	0.00%		19,555,880	19,555,880	0.00%	
Unplanned Pension and Other Post Employment Benefits	101,338,510	-	100%		101,338,510	-	100%	
Purchased Services	354,221,047	348,642,271	1.60%		354,221,047	348,642,271	1.60%	
Physician Services	149,841,617	148,154,132	1.14%		149,841,617	148,154,132	1.14%	
Pharmaceuticals	174,713,146	141,790,768	23.22%		174,713,146	141,790,768	23.22%	
Retail Pharmaceuticals	126,289,865	80,341,162	57.19%		126,289,865	80,341,162	57.19%	
Medical Supplies	335,454,433	317,541,715	5.64%		335,454,433	317,541,715	5.64%	
COVID-19 Supplies	44,824,071	-	100.00%		44,824,071	-	100.00%	
Other Supplies	62,864,450	46,241,783	35.95%		62,480,044	46,241,783	35.12%	
Utilities	22,166,537	24,772,567	-10.52%		22,166,537	24,772,567	-10.52%	
Insurance	7,952,057	7,801,304	1.93%		7,952,057	7,801,304	1.93%	
Leases	34,780,761	39,097,466	-11.04%		34,780,761	39,097,466	-11.04%	
Other	25,903,934	27,678,657	-6.41%		25,903,934	27,678,657	-6.41%	
Physician Clinic Expense	25,899,485	23,466,710	10.37%		25,899,485	23,466,710	10.37%	
<b>Total Operating Expenses</b>	<b>\$ 2,465,039,900</b>	<b>\$ 2,182,058,142</b>	<b>12.97%</b>		<b>\$ 2,464,655,495</b>	<b>\$ 2,182,058,140</b>	<b>12.95%</b>	
EBIDA	\$ (1,744,140)	\$ 221,157,336	-100.79%		\$ (114,214,313)	\$ 182,972,286	-162.42%	
Depreciation	\$ 109,561,878	\$ 105,065,990	4.28%		\$ 109,561,878	\$ 105,065,990	4.28%	
<b>Interest Expense</b>	<b>\$ 38,870,951</b>	<b>\$ 39,265,361</b>	<b>-1.00%</b>					
<b>Operating Income (Loss)</b>	<b>\$ (150,176,969)</b>	<b>\$ 76,825,986</b>	<b>-295.48%</b>		<b>\$ (223,776,191)</b>	<b>\$ 77,906,296</b>	<b>-387.24%</b>	
<b>Operating Margin</b>	<b>-6.10%</b>	<b>3.20%</b>	<b>-290.71%</b>		<b>-9.52%</b>	<b>3.29%</b>	<b>-389.02%</b>	
<b>NonOperating Revenues (Expenses):</b>								
Gifts and Grants	\$ 18,214,351	\$ 11,090,962	64.23%		\$ 18,214,351	\$ 11,090,962	64.23%	
Investment Income	57,074	6,047,561	-99.06%		57,074	6,047,561	-99.06%	
Loss on Disposal of Capital Assets	(809,667)	(634,513)	-27.60%		(809,667)	(634,513)	-27.60%	
COVID-19 Stimulus Funding	116,344,785	20,000,000	-481.72%		116,344,785	20,000,000	-481.72%	
Other NonOperating Expenses	(3,081,164)	(979,342)	-214.62%		(3,465,570)	(979,342)	-253.87%	
Debt Issuance Costs	(16,002)	-	-100.00%		(16,002)	-	-100.00%	
<b>Total NonOperating Revenues (Expenses)</b>	<b>\$ 130,709,377</b>	<b>\$ 35,524,668</b>	<b>267.94%</b>		<b>\$ 204,308,598</b>	<b>\$ 34,444,360</b>	<b>493.16%</b>	
<b>Income (Loss) Before NonOperating Payments to MUSC Entities</b>	<b>\$ (19,467,592)</b>	<b>\$ 112,350,654</b>	<b>-117.33%</b>		<b>\$ (19,467,592)</b>	<b>\$ 112,350,654</b>	<b>-117.33%</b>	
<b>NonOperating Payments to MUSC Entities</b>	<b>-</b>	<b>(46,962,784)</b>	<b>100.00%</b>		<b>-</b>	<b>(46,962,784)</b>	<b>100.00%</b>	
<b>Change in Net Position</b>	<b>\$ (19,467,592)</b>	<b>\$ 65,387,870</b>	<b>-129.77%</b>		<b>\$ (19,467,592)</b>	<b>\$ 65,387,870</b>	<b>-129.77%</b>	
<b>Total Margin</b>	<b>-0.79%</b>	<b>2.72%</b>			<b>-0.82%</b>	<b>2.76%</b>		

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE MEDICAL UNIVERSITY HOSPITAL AUTHORITY  
AUTHORIZING SUBMISSION OF THE FEASIBILITY STUDY AS PART OF THE APPLICATION FOR A  
COMMITMENT FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 242/ SECTION 223(F)  
MORTGAGE INSURANCE TO SECURE THE REFINANCING OF A PROJECT**

**WHEREAS**, the Board of Trustees (the “*Board of Trustees*”) of the Medical University Hospital Authority(the “*Authority*”) , at its meeting on June 25, 2021, authorized the Loan (defined hereinbelow) which will be used to (i) refinance a bridge loan, the proceeds of which will be used to acquire substantially all of the assets of certain affiliates of Providence Holding Company, LLC and KershawHealth Holdings, LLC that are associated with, or are used in connection with, the ownership and/or operation of Providence Health Downtown and Providence Health - Northeast in Columbia, South Carolina; Providence Health - Fairfield in Winnsboro, South Carolina; and KershawHealth Medical Center in Camden, South Carolina, and associated clinical sites and services (including a clinic in Lancaster, South Carolina, and a clinic in Newberry County, South Carolina) (collectively, the “*Hospitals*”) on parcels of land that will be subject to a mortgage that is insured by HUD and (ii) pay certain costs incurred by the Authority in connection with the Loan (collectively, the “*Project*”); and

**WHEREAS**, as a requirement to obtain a commitment for HUD Mortgage Insurance for the Project, the Authority must, among other things, prepare and submit to HUD an application for a HUD Section 242/ 223(f) Mortgage Insurance for the Project, the results of its financial audit for its most recent fiscal year and a financial feasibility study with respect to the refinancing of the Project (collectively, the “*Application*”); and

**WHEREAS**, at its meeting on June 25, 2021, the Board of Trustees further authorized the preparation and submission of an Application, on behalf of the Authority, to the United States Department of Housing and Urban Development (“*HUD*”), acting through the Federal Housing Administration , for a Commitment for HUD Section 242/ 223(f) Mortgage Insurance in connection with a mortgage loan to be made by a financial institution that is also a qualified Government National Mortgage Association lender in an amount not to exceed \$80,000,000 (the “*Loan*”);

**WHEREAS**, the Board of Trustees stated its intention to review, consider and authorize the submission of the Feasibility Study to HUD as part of the Application, once completed;

**WHEREAS**, the Board of Trustees has now received, reviewed and considered, the feasibility study with respect to the Project that has been commissioned by the Authority and has been prepared by WIPFLi LLP (the “*Feasibility Study*”) and agrees with the findings contained in the Feasibility Study;

**NOW, THEREFORE BE IT Resolved** by the Board of Trustees as follows:

**Section 1.** The Board of Trustees hereby approves and specifically authorizes the submission of the Feasibility Study as part of the Application in order to obtain a commitment for a HUD Section 242/ 223(f) Mortgage Insurance for the Project.

**Section 2.** The Board of Trustees hereby ratifies, confirms, and approves as the acts and deeds of the Authority, any actions taken by an Authorized Officer prior to the date of this Resolution that are within the authority conferred hereby.

Adopted by the Board of Trustees of Medical University Hospital Authority this 13th day of August, 2021.

**MEDICAL UNIVERSITY HOSPITAL AUTHORITY BOARD OF  
TRUSTEES**

By \_\_\_\_\_  
James Lemon, D.M.D., Chairman

By \_\_\_\_\_  
Mark C. Sweatman, Secretary

**MEDICAL UNIVERSITY OF SOUTH CAROLINA BOARD OF TRUSTEES**  
**REGULAR AGENDA**  
August 13, 2021  
101 Colcock Hall

**Members of the Board of Trustees**

Dr. James Lemon, Chairman	Dr. Richard M. Christian, Jr.
Mr. Charles Schulze, Vice-Chairman	Dr. Paul T. Davis
Ms. Terri R. Barnes	Dr. Donald R. Johnson II
The Honorable James A. Battle, Jr.	Ms. Barbara Johnson-Williams
Mr. William H. Bingham, Sr.	Dr. G. Murrell Smith, Sr.
Dr. W. Melvin Brown III	Mr. Michael E. Stavrinakis
Dr. Henry F. Butehorn III	Thomas L. Stephenson, Esq.
Dr. C. Guy Castles III	Dr. Bartlett J. Witherspoon, Jr.

**Trustees Emeriti**

Ms. Margaret M. Addison	Dr. Charles B. Thomas, Jr.
Mr. Allan E. Stalvey	Dr. James E. Wiseman, Jr.

- Item 1. Call to Order ..... Dr. James Lemon  
*Chairman*
- Item 2. Roll Call..... Jane Scutt  
*Assistant Board Secretary*
- Item 3. Date of Next Meeting – October 8, 2021 ..... Jane Scutt  
*Assistant Board Secretary*
- Item 4. Approval of Meeting Minutes..... Dr. James Lemon  
*Chairman*

Approval of the meeting minutes from May 14, 2021, June 25, 2021, and July 22, 2021, are requested.

**Recommendations and Informational Report of the President**

- Item 5. Other Business ..... Dr. David Cole  
*President*

**Research and Institutional Advancement Committee: Ms. Terri Barnes, Chair**

- Item 6. Office of Development Update..... Kate Azizi  
*Vice President for Institutional Advancement*



- Item 7. Naming Request..... Kate Azizi  
*Vice President for Institutional Advancement*
- A naming request for “The Harvey and Marcia Schiller Center for Surgical Innovation at MUSC” will be presented for approval.
- Item 8. MUSC Foundation Update .....Stuart Ames  
*Chief Executive Officer, MUSC Foundation*
- Item 9. Office of Research Update .....Dr. Patrick Flume  
*Associate Provost for Research*
- Item 10. Other Committee Business ..... Terri Barnes  
*Committee Chair*

**Education, Faculty & Student Affairs Committee: Ms. Barbara Johnson-Williams, Chair**

- Item 11. Provost Report ..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*
- Item 12. New Program Proposal for Master of Science in Genetic Counseling (MS) ..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*
- Item 13. Other Committee Business .....Barbara Johnson-Williams  
*Committee Chair*

**Finance and Administration Committee: Mr. Jim Battle, Chair**

- Item 14. MUSC Financial Report .....Patrick Wamsley  
*Chief Financial Officer, MUSC*
- Item 15. FY2022 MUSC and AHEC Budgets for Approval.....Patrick Wamsley  
*Chief Financial Officer, MUSC*
- Item 16. MUSC Physicians Financial Report..... Eva Greenwood  
*Chief Financial Officer, MUSC Physicians*
- Item 17. FY2022 MUSC Physicians Operating Budget for Information ..... Eva Greenwood  
*Chief Financial Officer, MUSC Physicians*
- Item 18. FY2022 MUSC Physicians Budget for Capital Asset Purchases  
 In Excess of \$50,000 for Approval ..... Eva Greenwood  
*Chief Financial Officer, MUSC Physicians*
- Item 19. Diversity & Inclusion Update ..... Dr. Willette Burnham-Williams  
*Interim Chief Equity Officer*
- Item 20. Other Committee Business .....Jim Battle  
*Committee Chair*

**Other Business for the Board of Trustees**

Item 21. FY2020-2021 Performance Evaluation of MUSC President ..... Dr. James Lemon  
*Chairman*

As required by the State Agency Head Salary Commission, the FY2020-2021 Agency Head performance evaluation for Dr. David Cole will be submitted to the agency by August 15, 2021. Results of the performance evaluation will be discussed in executive session.

Item 22. Approval of Consent Agenda ..... Dr. James Lemon  
*Chairman*

Item 23. Executive Session ..... Dr. James Lemon  
*Chairman*

Upon proper motion and vote, the Board may convene a closed session pursuant to SC Code Ann. §30-4-70. Although the Board will not vote on any items discussed in closed session, the Board may return to public session to vote on items discussed.

Item 24. New Business for the Board of Trustees..... Dr. James Lemon  
*Chairman*

Item 25. Report from the Chairman..... Dr. James Lemon  
*Chairman*

# MUSC Board of Trustees

Development Report  
August 13, 2021

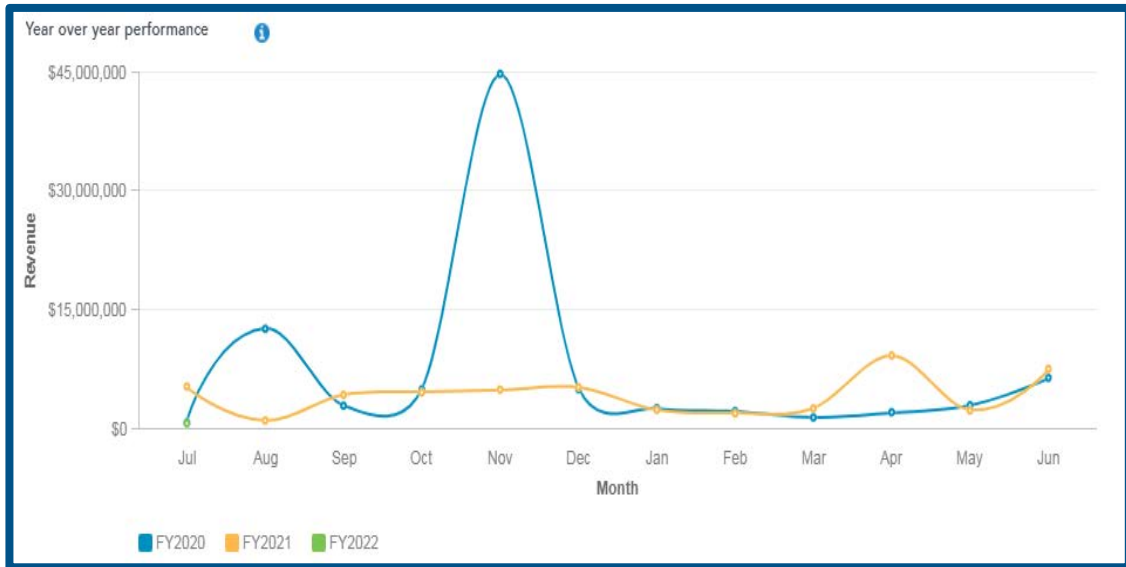


Changing What's Possible | [MUSC.edu](https://www.musc.edu) >

# MUSC Fundraising Progress

(fiscal year 2021)

Dollars Raised: **\$52,762,828**



***We are grateful to our MUSC supporters!***



## One of several fundraising priorities for FY22: Raising support for a new era of care in the Sea Islands community



Johns, Kiawah and Seabrook islands are located between 11 and 26 miles southwest of downtown Charleston. The islands are separated from the mainland by a vast network of waterways, providing them with a degree of relative isolation when compared to neighboring communities in Charleston County.

However, they have seen rapid population growth in recent years. This growth, along with the islands' geographic isolation, demographics, and community health profiles, has created an urgent need for additional health care services in this part of the South Carolina Lowcountry.



## Building a new era of care in the Sea Islands community



To meet the growing need for emergency and other health care services in this community, MUSC Health is building a new medical facility on Johns Island in the immediate vicinity of Kiawah and Seabrook islands. The 22,000-square-foot+ facility will have two components: a free-standing emergency room and an adjoined medical office building.



## **Building a new era of care in the Sea Islands community -- some components to be included:**

### FREE-STANDING EMERGENCY ROOM

- Four exam rooms
- Two trauma rooms
- Fast-track triage
- Full CT scan and radiology services
- Full lab services with quick results
- On-site pharmacy
- Overnight observation capacity
- Direct admission to hospital beds
- Helipad

### MEDICAL OFFICE BUILDING

- Primary care
- Specialty care
- Telehealth pods
- Onsite lab and diagnostic treatment
- Physical therapy treatment facilities



Funding is needed  
for this critical  
project!







Institutional Approvals and Dates of Approval (include department through Provost/Chief Academic Officer, President, and Board of Trustees approval):

CHP Leadership Council: May 20, 2021

Education Advisory Committee: June 1, 2021

Provost's Council: June 8, 2021

Board of Trustees:

## **Background Information**

State the nature and purpose of the proposed program, including target audience, centrality to institutional mission, and relation to the strategic plan.

The College of Health Professions (CHP) at the Medical University of South Carolina (MUSC) proposes to offer a 58-credit hour, five semester Master of Science in Genetic Counseling program in a hybrid format. Genetic counselors are Masters-trained healthcare providers with specialized training in both medical genetics and psychosocial counseling. Genetic counselors serve in a variety of roles within healthcare systems, frequently helping patients obtain the right diagnosis, understand and adapt to a genetic condition, assess familial risk to enable proactive care for at-risk relatives, and connect patients with personalized medicine including targeted therapies and clinical trials, as well as psychosocial support. Genetic counselors are recommended or required team members in select settings (e.g., NCI-Designated Cancer Centers) and are utilized in an increasing number of medical subspecialties as molecular causes of disease become better understood. Additionally, genetic testing is increasingly utilized in clinical care as genomic technologies rapidly advance and become more accessible, and genetic counselors play a key role in facilitating appropriate testing and interpreting results.

The core competencies of genetic counseling, and the genetic counseling training program, align closely with MUSC's institutional missions of excellence in education, research and patient care. The Accreditation Council for Genetic Counseling (ACGC) identifies 22 practice-based competencies (PBCs) that an entry-level provider must demonstrate to successfully practice as a genetic counselor. These PBCs fall into 4 domains: 1) Genetics Expertise & Analysis, 2) Education, 3) Interpersonal, Psychosocial & Counseling Skills, and 4) Professional Development & Practice. Accredited genetic counseling training programs build PBC skills through a combination of didactic coursework, fieldwork training, research and additional experiences such as case conferences, educational outreach, seminars and/or journal clubs.

The curriculum of the MUSC Genetic Counseling Program (GCP) has been carefully crafted to guide students in developing the knowledge and skills necessary to excel as a GC in the academic medical setting and beyond. The addition of the GCP aligns with the CHP's strategic initiative, "to integrate more closely with MUSC Health," as the training program utilizes and connects interprofessional providers and resources across CHP and the MUSC clinical and academic enterprises. The GCP's hybrid format and strategic goals align with commitments to enhance diversity, equity and inclusion, both at MUSC and in the genetic counseling profession. The structure and marketing of this program will help to recruit a diverse pool of qualified applicants by making didactic coursework remotely accessible and flexible. Graduates of the program will apply their skills to "preserve and optimize human life in South Carolina" and beyond, in line with MUSC's overarching purpose.

## **Assessment of Need**

Provide an assessment of the need for the program for the institution, the state, the region, and beyond, if applicable.

Hiring and retaining genetic counselors at MUSC has been historically challenging; therefore, the opportunity to develop excellent genetic counselors trained within MUSC and the potential to expand services within the hospital system is a driving incentive for establishing the GCP. Through strategic recruitment in 2020-21, MUSC has more than doubled the number of genetic counselors within the healthcare system. Beginning in July 2021, with the start of several new-graduates, MUSC will have 10.5 genetic counselor FTEs across pediatrics, prenatal/OB-GYN, oncology, internal medicine (including cardiology, pulmonary and neurology) and College of Health Professions.

Additionally, in December 2020, Dr. Neena Champaigne, a clinical geneticist, joined MUSC and will be leading efforts to establish a Genetics and Genomics Integrated Center of Clinical Excellence (ICCE). As the Center is fully developed, there will be an expansion of genetic services within MUSC and its locations throughout the state, and an increased number of genetic counselors will be required for the Center to be successful.

Nationally, there are just over 5,000 certified genetic counselors. Since 2009, the number of genetic counselors has nearly doubled, and employment of genetic counselors is projected to grow 21% from 2019 to 2029 (Bureau of Labor Statistics). Presently, there are 51 accredited genetic counseling training programs, 18 (35%) of which are new within the last 4 years, and the average graduates per program are between 8-9 annually (range 4-30). Since at least 2013, the number of applicants to genetic counseling programs has consistently been at least 3 times more than available training spots, and the ratio of applicants to program positions has increased, even as the number of programs grew. In 2019, 1,569 applicants filled 448 training spots, for a ratio of 3.5 applicants per position (<https://www.gao.gov/assets/gao-20-593.pdf>). At the same time, in 2019, the United States averaged 7 genetic counselors per 500,000 people (5.92 in South Carolina), and demand for genetic services is predicted to increase as genetic technologies become increasingly accessible. There is ample interest from qualified candidates as well as public need for additional training programs such as the proposed GCP at MUSC. Both local and national workforce opportunities exist to support current and future graduates in genetic counseling.

Presently the University of South Carolina in Columbia, SC offers the only genetic counseling training program in the state. There is also one training program in Georgia (Emory University) and two in North Carolina (University of North Carolina at Greensboro and Wake Forest University). The program directors at USC and MUSC are engaged in ongoing communication to ensure that creation of a new program is beneficial not only to MUSC, but to all of South Carolina and the genetic counseling profession. The two institutions offer complementary subspecialty expertise (e.g., Huntington disease at USC and Cardiovascular genetics at MUSC) and a collaborative approach will be pursued. Unique to MUSC within our region is the hybrid format of training, with didactic course hours taught online with asynchronous options. This flexibility will uniquely allow more nontraditional learners the opportunity to become a genetic counselor. There are two other new programs offering an online format: Boise State University in Idaho (2019) and Bay Path University in Massachusetts (2017). These programs set precedent for accreditation of a hybrid format and demonstrate student enthusiasm and success. Even in the context of an online/hybrid experience, students must gain clinical rotation experience in-person and cross-country travel is a barrier for some students. The MUSC GCP will be the first to offer such a program, complete with clinical rotation spots, in the Southeast region.

**Transfer and Articulation**

Identify any special articulation agreements for the proposed program. Provide the articulation agreement or Memorandum of Agreement/Understanding.

**Employment Opportunities**

Occupation	State		National		Data Type and Source
	Expected Number of Jobs	Employment Projection	Expected Number of Jobs	Employment Projection	
Genetic Counselor	61	74	2600	3,146 (21% increase 2019-29)	<a href="https://www.gao.gov/assets/gao-20-593.pdf">https://www.gao.gov/assets/gao-20-593.pdf</a> , <a href="https://www.bls.gov/ooh/healthcare/genetic-counselors.htm#tab-1">https://www.bls.gov/ooh/healthcare/genetic-counselors.htm#tab-1</a>

## **Supporting Evidence of Anticipated Employment Opportunities**

Provide supporting evidence of anticipated employment opportunities for graduates.

According to the 2020 Professional Status Survey (PSS) conducted by the National Society of Genetic Counselors (NSGC), most new graduates (87%) accepted their first genetic counseling position before graduation, and most of the remaining graduates (75%) accepted GC employment within the subsequent 2-months. Direct patient care positions were accepted by 81%, non-direct care positions by 5% and mixed positions by 14%.

Of all respondents to the 2020 NSGC PSS (N=2,691), just over half (52%) work in direct patient care, 25% work in non-direct patient care and 23% hold a mixed position. These data indicate that most new graduates easily find a job in direct patient care, and that some genetic counselors transition out of (exclusively) patient care roles as they gain experience. Only 1% (N=26) reported being unemployed for any part of 2019, 85% of whom left their employment by choice. Genetic counseling is a relatively young profession, and only 0.01% retired in 2019. Another 4% indicated they may leave the profession in the next 2 years (primarily due to burnout, opportunities for advancement and change in interests).

The top employers of genetic counselors include academic medical centers, private hospitals or medical facilities and commercial diagnostic laboratories. Four in ten (40%) of genetic counselors work remotely some or all of the time (prior to COVID-19). Of those who work remotely all of the time, 92% live in a different state than their employer, making genetic counseling a viable profession regardless of physical location.

Increasing demands for genetic expertise in varied fields provides those trained as genetic counselors new and evolving ways to utilize their training. Respondents to the 2020 NSGC PSS reported over 20 job titles, the most common of which was “Genetic Counselor” (1,174/2,691; 43.6%), followed by “Genetic Counselor, Senior/Lead/Supervisor/Coordinator” (296, 11%), and “Medical Science Liaison” (79, 2.9%). Varied professional titles are a potential barrier to cohesive employment growth assessment for genetic counseling program graduates, and true growth of employment opportunities likely extends beyond “genetic counseling”.

Still, the US Bureau of Labor Statistics predicts 21% growth in employment of genetic counselors from 2019 to 2029, which is much faster than the average for all occupations. Existing and potential genetic counseling training programs are tasked with training sufficient numbers of professionals to fill the estimated 600 additional positions plus any vacancies created by workforce attrition.

MUSC has more than doubled the number of genetic counselors internally within the last year with plans to continue strategic growth in genetics and genomics. We anticipate that there will be employment opportunities for GCP graduates at MUSC, both within the hospital system and as teaching faculty/clinical supervisors for the GCP, as well as regionally and nationally.

Genetic Counselor Licensure will likely also positively impact employment prospects in the coming years. Currently, 29 states license genetic counselors. Licensed certified genetic counselors have increased autonomy to see patients, bill, and in some cases order tests independent of a physician. Current licensure bills are introduced at state (South Carolina S 0264) and federal (H.R 3235, Access to Genetic Counselor Services Act) levels.

**Description of the Program**

<b>Projected Enrollment</b>			
<b>Year</b>	<b>Spring Headcount</b>	<b>Summer Headcount</b>	<b>Fall Headcount</b>
2023			20
2024	20	20	40
2025	40	20	43
2026	43	23	48
2027	48	25	52

Explain how the enrollment projections were calculated.

Class size varies greatly (range 4-30) among existing genetic counseling training programs. The only other genetic counseling program in South Carolina receives approximately 150 applications for 9 training spots annually, and nationally there are 3.5 applicants for every training spot available across all programs. Given the pool of qualified applicants as well as future workforce needs, we plan to enroll 20 students per cohort initially. Based on feasibility, class size may be subsequently increased in order to reach and maintain financial profitability. We will carefully evaluate and allocate resources and plan for strategic growth to ensure that adequate leadership, instructional faculty, clinical rotation placements and thesis supervision are available.

Accredited genetic counseling programs must ensure that each student obtains a minimum of 50 participatory genetic counseling cases, supervised by an experienced certified genetic counselor. The rotation (fieldwork, practicum) experiences must occur across multiple specialties (i.e., prenatal, pediatric, cancer, and other adult), in a variety of diverse settings (e.g., clinical, laboratory, research, industry) and using more than one service delivery mode (e.g., in-person, telephone, telemedicine) for each student. At many genetic counseling training programs the availability of clinical supervisors/placement sites is the primary factor that limits the number of students that can be trained.

While MUSC’s current 10.5 genetic counseling FTEs are not sufficient to train 20 students per cycle; continued strategic growth is expected prior to student matriculation in Fall 2023. In addition to adding instructional faculty in the genetic counseling training program, a new Genetics and Genomics ICCE is being developed under the direction of Dr. Neena Champaigne, which will offer opportunities for expansion of clinical FTEs across the enterprise. The directors of the training program and the new ICCE are in close communication about projected needs and growth.

In addition to expanding the internal workforce to optimize the number of students who can be trained in MUSC clinics, we will seek engagement from genetic counselors employed elsewhere in Charleston, regionally and nationally. For example, clinical rotation placements with Greenwood Genetics, Summerville Medical Center, commercial laboratories and other programs will provide well-rounded experiences for students and increase feasibility of training a relatively large class size.

Besides the general institutional admission requirements, are there any separate or additional admission requirements for the proposed program? If yes, explain.

Yes

No

1. Before applying to MUSC's MS in Genetic Counseling Program prospective students must register with the Genetic Counseling Admissions Match, part of the NMS Match System, at <https://natmatch.com/gcadmissions/>, and must provide their NMS number with application
2. A baccalaureate degree from an accredited college or university.
3. Official undergraduate and graduate transcripts from all accredited colleges/universities attended demonstrating successful completion of all prerequisite courses. A GPA of 3.0 or higher is preferred. Prerequisites include:
  - a. General Biology, one year or equivalent
  - b. General Chemistry with lab, one year or equivalent
  - c. Biochemistry, one semester or equivalent
  - d. Genetics, one semester or equivalent
  - e. General Psychology, one semester or equivalent
  - f. Statistics, one semester or equivalent
4. A Statement of Interest in the Program/Profession (no more than 3 typed pages)
5. Current Resume or CV
6. 3 letters of recommendation
7. Previous involvement with genetic counseling or related experience (paid or volunteer) is preferred (e.g., shadowing a genetic counselor, experience in crisis counseling, experience in healthcare or health research, work with people with disabilities, patient advocacy, etc.)

## Curriculum

### New Courses

List and provide course descriptions for new courses.

#### **GENEC XXX- Genetic Counseling Principles** (3 credit hours)

This course will introduce students to the fundamental components of genetic counseling including an overview of the history and development of the profession and skills utilized in prenatal, pediatric and adult counseling settings. Students will learn about case preparation, contracting, assessment of patient/family needs, family history and pedigree analysis, facilitating informed decision making, and resources to successfully conduct a patient visit. Additional skills include case follow-up, documentation and return of results. Reading, discussion and role-playing allow students to practice skills and gain familiarity with medical terminology. Other professional issues will be covered including the evolving landscape of genetics and genomics in medicine, cultural competence, genetic discrimination and related legislation, direct-to-consumer testing, and interprofessional skills for multidisciplinary teamwork.

#### **GENEC XXX- Medical Genetics** (2 credit hours)

This foundational course covers basic principles of human genetics and disease susceptibility including single gene, chromosomal and multifactorial disease and the underlying molecular and biochemical principles and patterns of inheritance. Population genetics topics include Hardy-Weinberg and Bayesian statistics in the context of real-world case examples.

#### **GENEC XXX – Fetal and Prenatal Genetics** (3 credit hours)

This course covers fundamental concepts of embryology and normal human development, as well as the range of deviations that can occur, including changes in anatomic development, genetic conditions, teratology and other

pathologies. Students will explore human reproduction, genetic causes of infertility, and assisted reproductive techniques. Students will learn about preimplantation and prenatal screening and diagnostic techniques, ultrasound evaluation, carrier screening, pregnancy loss and termination, and build knowledge needed for practice in preconception and prenatal settings.

**GENEC XXX – Principles of Counseling (2 credit hours)**

This course is designed to provide students with an understanding of counseling theory and various counseling models, with emphasis on facilitating the therapeutic process and understanding the genetic counselor's role in a therapeutic relationship. Students will practice basic counseling and communication skills, interviewing techniques, active listening and effective nonverbal communication. The grief process and psychosocial impacts of genetic diagnosis, risk and uncertainty are explored in detail. Mental health issues and comorbidities are examined, and students will learn about crisis intervention and resources and referral processes for patient support beyond the genetic counseling session. Additionally, students engage in self-reflection, identify personal strengths and challenges as a counselor, and explore self-care techniques to reduce professional burnout and promote wellness.

**GENEC XXX – Genetic Counseling Research (2 credit hours)**

Basic concepts of research are emphasized, including methodology and study design, ethical principles, epidemiology and biostatistics. Students will apply concepts to critically evaluate published medical and genetic counseling literature. Students will define area(s) of interest for their thesis/capstone project and begin project design.

**GENEC XXX - Cancer Genomics (3 credit hours)**

The biologic and cellular bases of cancer are reviewed, along with cancer types, epidemiology, basics of treatments, and the psychosocial impacts a cancer diagnosis can have on a patient and family. Students learn to recognize and offer counseling and testing for rare and common hereditary cancer syndromes and explore familial and personal risk assessment in the context of role plays and case scenarios. Tumor genomics are also explored including pathology and genomic drivers that may guide prognosis, personalized treatment and/or clinical trial eligibility. Students will become familiar with existing technologies, therapeutics and patient resources and appreciate the importance of continuing education given the rapid evolution in the field.

**GENEC XXX – Health and Genetic Deviation (3 credit hours)**

This course covers the range of normal physical and cognitive development in childhood, as well as natural progression that occurs through adolescence, adulthood, and aging. Deviations are reviewed including inborn errors of metabolism, developmental delay, autism spectrum disorders, and classic genetic syndromes of childhood. Adult and variable onset conditions are also explored, with emphases on subspecialty areas of genetic counseling practice including cardiovascular genetics, neurogenetics, hematology, pulmonary and ophthalmology. Pathways to diagnosis, including newborn screening, are reviewed.

**GENEC XXX – Laboratory Methods (1 credit hour)**

Historical, modern and emerging laboratory techniques utilized for genetic testing are reviewed so that students gain familiarity with capabilities, limitations and the general process of each technique. This course provides fundamental preparedness for genetic counselors to work in a laboratory setting and/or order and interpret genetic testing, including variant classification and interpretation.

**GENEC XXX – Principles of Public Health (2 credit hour)**

This course explores psychosocial determinants of health and roots of health inequity. Cultural competence and disability awareness are fostered through didactic teaching, readings, discussion and reflection. The US healthcare system is examined including insurance, billing and reimbursement principles. Students engage in study and

discussion of public policy issues such as genetic counseling licensure and other timely topics, and explore legislative, privacy and confidentiality topics in the context of genetic counseling.

**GENEC XXX – Clinical Practicum I (1 credit hours)**

Students engage with standardized patients under supervision to gain experience and build skills in prenatal, pediatric and cancer genetic counseling. Students begin building their logbook to demonstrate a minimum of 50 participatory cases over the course of the program.

**GENEC XXX – Thesis Preparation I (2 credit hours)**

Students finalize their thesis topic, advisor and committee and begin working on their project. Scholarly activities include background literature review and creation of an annotated bibliography, development of project timeline and proposal/protocol, identification or development of survey tools, study methods and analysis plan.

**GENEC XXX – Clinical Practicum II (6 credit hours)**

Students engage in a 1-month full time (or equivalent) internship to build genetic counseling skills through active clinical and professional roles. Students will be paired with a clinical supervisor in an area of practice that aligns with personal interests.

**GENEC XXX – Thesis Preparation II (2 credit hours)**

With support of the thesis advisor and committee, students create or compile documents and resources relevant to their thesis, which may include study invitations, informed consent documents, establishing data use agreements, networking with members of rare disease communities, etc. Submission to the institutional review board is expected during this summer session.

**GENEC XXX – Professional Issues I (2 credit hours)**

This course focuses on professionalism, skills and resources for the workplace, and ethical foundations in genetic counseling and healthcare. Students explore NSGC/CAGC Code of Ethics and present and discuss ethical dilemmas. Students practice utilizing genomics databases and tools to address clinical questions. Other topics include team theory, conflict resolution, professional communication and medical documentation.

**GENEC XXX - Advanced Genetics Topics (2 credit hours)**

This course focuses advanced topics including biochemical genetics pathways, markers, phenotypes and treatments. Psychiatric genetic counseling and testing are explored, and pharmacogenomics are explored in the context of case examples and drug metabolism/selection. Select rare diseases with targeted therapies are reviewed from a mechanistic perspective. Students research the current state of personalized medicine, gene therapy and gene editing and share findings with classmates through presentations.

**GENEC XXX- Advanced Genetic Counseling (2 credit hours)**

In this course students learn and practice advanced psychosocial counseling skills. Family dynamics, coping strategies, and assessment of patient/family social and informational needs are explored. Students practice assessment of learner needs, including learning style and medical literacy level, and develop teaching tools including verbal, written, multimedia and hands-on teaching methodologies. Students will practice counseling and teaching skills through role plays and outreach to a variety of patient groups, community and peer/professional groups.

**GENEC XXX – Professional Issues II (1 credit hour)**

Professional networking resources, the genetic counseling job market and career trajectories, and interviewing strategies are topics of focus in this professional issues seminar. Students update their curriculum vitae in preparation to apply for genetic counseling jobs and engage in mock interviews.



**GENEC XXX – Clinical Practicum III (5 credit hours)**

Students continue to gain experience in diverse genetic counseling practice areas under supervision. With flexible scheduling, students will complete at least 150 contact hours split between at least 2 subspecialties, during this semester. Most cases are now participatory, as students build confidence in their counseling style and take on an increasing number of roles.

**GENEC XXX – Thesis Preparation III (2 credit hours)**

Thesis methods should be conducted during this Fall semester of year 2. Students continue to work with their thesis committee to accomplish specified project goals. Ideally, at the end of this session students have a complete data set ready for analysis.

**GENEC XXX – Journal Club (1 credit hour)**

This interactive course engages students in critical evaluation of medical genetics literature. Each student leads chooses a journal article that is timely, and/or of interest to the student's professional goals or the profession at-large. The student will conduct critical evaluation and present the article to peers for stimulating group discussion.

**GENEC XXX – Case Conference (1 credit hour)**

This interactive course allows for presentation of actual cases encountered for purposes of both peer teaching and soliciting input from peers on challenging or complex cases. All students will present and engage in case discussion.

**GENEC XXX – Professional Issues III (2 credit hour)**

The processes of applying, preparing for and taking the ABGC board certification exam are highlighted. Students have the opportunity to identify content areas where additional instruction or review may be useful prior to graduation. The process of applying for state licensure (where applicable) is also covered, along with emerging professional issues and self-care strategies as students prepare to enter the workforce.

**GENEC XXX – Clinical Practicum IV (5 credit hours)**

Students continue to gain experience in diverse genetic counseling practice areas under supervision. With flexible scheduling, students will complete at least 120 contact hours split between at least 2 subspecialties, and additionally will identify an area of choice for a 30-hour elective rotation. Most cases and professional roles are now participatory, and at the completion of this semester students will have demonstrated successful performance of all practice-based competencies and completed their logbook with the ABGC required 50 participatory cases.

**GENEC XXX – Thesis Preparation IV (3 credit hours)**

The final semester focuses on data analysis and dissemination of results. Students will take a leadership role in performing these tasks with guidance from their thesis advisor and committee. Students will identify a professional journal and prepare a first-author manuscript in accordance with journal-specific formatting guidelines. Additionally, students will prepare and submit an abstract to the spring MUSC Research Day and, if accepted, present a poster or oral presentation at this event. Students are also encouraged to submit their abstract to professional meetings such as NSGC or ABGC. Finally, students will present their thesis project and results to their peers and genetic counseling faculty at the culmination of the semester.

Total Credit Hours Required: 58  
(Didactic 32, Clinical 17, Thesis 9)

Curriculum by Year					
Course Name	Credit Hours	Course Name	Credit Hours	Course Name	Credit Hours
<b>Year 1</b>					
<b>Fall</b>			<b>Spring</b>		
<b>GENEC XXX- Genetic Counseling Principles</b>	3	<b>GENEC XXX - Cancer Genomics</b>	3	<b>GENEC XXX – Clinical Practicum II</b>	6
<b>GENEC XXX- Medical Genetics</b>	2	<b>GENEC XXX – Health and Genetic Deviation</b>	3	<b>GENEC XXX - Thesis/Capstone II</b>	2
<b>GENEC XXX – Fetal and Prenatal Genetics</b>	3	<b>GENEC XXX – Laboratory Methods</b>	1	<b>GENEC XXX – Professional Issues I</b>	2
<b>GENEC XXX – Principles of Counseling</b>	2	<b>GENEC XXX – Principles of Public Health</b>	2		
<b>GENEC XXX – Genetic Counseling Research</b>	2	<b>GENEC XXX – Clinical Practicum I</b>	1		
		<b>GENEC XXX – Thesis Preparation I</b>	2		
<b>Total Semester Hours</b>	<b>12</b>	<b>Total Semester Hours</b>	<b>12</b>	<b>Total Semester Hours</b>	<b>10</b>
<b>Year 2</b>					
<b>Fall</b>			<b>Spring</b>		
<b>GENEC XXX - Advanced Genetics Topics</b>	2	<b>GENEC XXX – Journal Club</b>	1		
<b>GENEC XXX- Advanced Genetic Counseling</b>	2	<b>GENEC XXX – Case Conference</b>	1		
<b>GENEC XXX – Professional Issues II</b>	1	<b>GENEC XXX – Professional Issues III</b>	2		
<b>GENEC XXX – Clinical Practicum III</b>	5	<b>GENEC XXX – Clinical Practicum IV</b>	5		
<b>GENEC XXX – Thesis Preparation III</b>	2	<b>GENEC XXX – Thesis Preparation IV</b>	3		
<b>Total Semester Hours</b>	<b>12</b>	<b>Total Semester Hours</b>	<b>12</b>		
<b>Summer</b>					

### Similar Programs in South Carolina offered by Public and Independent Institutions

Identify the similar programs offered and describe the similarities and differences for each program.

<b>Program Name and Designation</b>	<b>Total Credit Hours</b>	<b>Institution</b>	<b>Similarities</b>	<b>Differences</b>
MS in Genetic Counseling	56	University of South Carolina	Both are 2-year (5-semester) programs conferring a MS degree in Genetic Counseling; the content of both programs is designed to train students in each of the ACGC-designated genetic counseling practice-based competencies.	The MUSC program will uniquely offer didactic learning online and asynchronously; some different subspecialty clinical rotation experiences exist at each institution.

### Faculty

Rank and Full- or Part-time	Courses Taught for the Program	Academic Degrees and Coursework Relevant to Courses Taught, Including Institution and Major	Other Qualifications and Relevant Professional Experience (e.g., licensures, certifications, years in industry, etc.)
Kimberly Foil Program Director, Assistant Professor 0.8 FTE (Program) + 0.2 FTE faculty practice	Medical Genetics Thesis Preparation I, Thesis Preparation II, Thesis Preparation III, Thesis Preparation IV	MS in Medical Genetics – University of Cincinnati	ABGC Board Certified Genetic Counselor (CGC) 13 years in genetic counseling
TBD- New Hire 1 Assistant Program Director, Assistant Professor 0.7 FTE (Program) + 0.3 FTE faculty practice	Genetic Counseling Principles, Health and Genetic Deviation, Professional Issues I, Advanced Genetics Topics, Journal Club, Case Conference	Master's degree in genetic counseling	CGC
TBD– New Hire 2 Instructor 0.75 FTE (Program) + 0.25 FTE faculty practice	Genetic Counseling Research, Principles of Public Health, Professional Issues II, Professional Issues III	Master's degree in genetic counseling	CGC
TBD Adjunct #1	Fetal and Prenatal Genetics	Master's degree in genetic counseling	CGC
TBD Adjunct #2	Principles of Counseling	Graduate degree in mental health counseling or related field	PhD, MSW, LCC
TBD Adjunct #3	Cancer Genomics	Master's degree in genetic counseling	CGC
TBD Adjunct #4	Laboratory Methods	PhD and in genetics or related field	Genetics laboratory experience
TBD Adjunct #5	Advanced Genetic Counseling	Master's degree in genetic counseling	CGC

Total FTE needed to support the proposed program:

Faculty: 3 FTEs (core full-time faculty members), plus 5 teaching adjunct faculty and multiple affiliate faculty for clinical practicum and thesis advising

Staff: 1.35 FTEs

## Faculty, Staff, and Administrative Personnel

Discuss the Faculty, Staff, and Administrative Personnel needs of the program.

The Accreditation Council for Genetic Counseling (ACGC) standards of accreditation specify minimum program leadership/administration FTEs required per number of students (Figure 1).

Figure 1.

<b>A2.4.1 Program Leadership Full-Time Equivalent (FTE) Requirements</b>
<p>a. There is a required minimum ratio of paid FTE dedicated to program leadership per total student enrollment (full or part time):</p> <ul style="list-style-type: none"><li>i. <math>\leq 10</math> students: 1.0 FTE</li><li>ii. 11-15 students: 1.0 -1.25 FTE</li><li>iii. 16-20 students: 1.25-1.5 FTE</li><li>iv. 21-25 students: 1.5-1.75 FTE</li><li>v. <math>\geq 26</math> students: 1.75-2.0 FTE</li></ul>
<p>b. A program director or co-director, specifically, must have at least 0.5 FTE dedicated to academic and administrative responsibilities in support of the program.</p>
<p>c. ACGC recognizes that program leaders often hold other roles within the institution or spend non-program time in clinical practice, administration, or research, but <u>these roles may not be included in the FTE requirements</u>.</p>
<p>d. The above ratio requirement for an individual program may be <i>increased</i> if, based on the judgment of ACGC, the above-listed ratios are insufficient to meet the needs of a specific program.</p>

For 20 students (year 1) the leadership/administration requirement is 1.25 FTE. This must be distributed among at least 2 qualified individuals named to program leadership roles (i.e., the program director and at least one other program leadership position), with either the program director or assistant director having at least 0.5 FTE dedicated to academic and administrative responsibilities of the program. For 26+ students (year 2 and beyond) a minimum of 1.75 faculty FTEs dedicated to program leadership/administration are required.

In addition to a program director and assistant director, most programs have an additional leadership position dedicated to fieldwork coordination. With ACGC guidelines and recommendations in mind, 3 core faculty positions are proposed to meet leadership and administrative needs. Additionally, the 3 core faculty have portions of effort dedicated to teaching, as well as service, scholarly activities and faculty practice.

Five adjunct faculty are proposed to teach one course each (total of 11 credit hours); adjunct faculty ideally will include a prenatal genetic counselor, cancer genetic counselor, laboratory professional, mental health professional and general genetic counselor.

The program will require engagement of 20+ clinical supervisors per semester for student rotation placements (year 2 of student enrollment and beyond). Affiliate agreements will be implemented with host institutions and supervisors will receive affiliate faculty appointments. Thesis advisors and committee members will also hold affiliate faculty appointments (unpaid).

A portion of FTEs for additional staff and administrative support are factored into the program budget and plan. Current CHP resources are adequate to support the genetic counseling program; 1.35 FTEs will

be provided among a business manager, fiscal tech, HR manager, student services coordinator, and other administrative support.

The number of faculty/staff and portion of effort will increase from current status as the program approaches student matriculation (anticipated Fall 2023), and then full enrollment (anticipated Fall 2024). We propose to onboard the assistant director in July 2022 and clinical instructor (fieldwork coordinator) in July 2023, with efforts toward program administration/leadership increasing as total enrollment increases. Adjunct faculty will be retained for course development in the months prior to their first semester teaching. Utilization of CHP resources will increase as accreditations are secured and next steps are undertaken to develop a tangible infrastructure and market the program to prospective students.

## Resources

### Library and Learning Resources

Explain how current library/learning collections, databases, resources, and services specific to the discipline, including those provided by PASCAL, can support the proposed program. Identify additional library resources needed.

Current library resources are adequate to support the proposed program. The MUSC Libraries provide access to resources that support the University’s tripartite mission of education, research, and clinical care. The Libraries’ collections and resources are extensive and sufficient to support the Master of Science in Genetic Counseling program. Pertinent online resources include nearly 48,000 electronic journals, over 486,000 electronic books, and 150 biomedical and health-related databases (e.g., Academic Search Premier, AccessMedicine, AnatomyTv, CINAHL, Cochrane Library, Lexicomp, NetAnatomy, PsycINFO, PubMed, SciFinder and UpToDate). Access to the library’s collections and resources is available 24/7/365 to students off campus and to distance learners through their MUSC netID. In addition, the library’s Interlibrary Loan (ILL) service enables MUSC students, faculty, and staff to borrow from other libraries materials that are not currently owned by MUSC. Further, through membership in PASCAL (Partnership Among South Carolina Academic Libraries), MUSC users may borrow books from any South Carolina academic library either in-person or delivered via courier to MUSC.

### Article I. EJOURNALS

The current collection includes the fourteen of the fifteen top five journals where Genetic Counseling articles are published and cited including:

Journal Title	Accessible via Platform	Years Available
Nature Reviews Genetics	Nature	2000-Present
Nature Genetics	Nature	1992-Present
Cell Stem Cell	Elsevier SD	2007-Present
Molecular Biology and Evolution	Oxford	1996-Present
Nucleic Acids Research	Oxford	1996-Present
Genome Biology	PubMed Central	2000-Present
Genome Medicine	PubMed Central	2009-Present
Systematic Biology	Oxford	1996-Present

Trends in Genetics	Elsevier SD	1985-Present
Genes and Development	Cold Spring Harbor	1987-Present
American Journal of Human Genetics	Elsevier SD	1997-Present
Genome Research	Cold Spring Harbor	1995-Present
Annual Reviews of Genetics	Annual Reviews	1996-Present
Molecular Therapy	Elsevier SD	2000-Present

**Article II. EBOOKS**

MUSC Libraries also subscribes to the following core electronic textbooks related to Genetic Counseling:

Title	Date	Platform
A Guide to Genetic Counseling	2009	Ebook Central
Emery and Rimoin's Principles and Practice of Medical Genetics and Genomics: Foundations	2018	Elsevier ClinicalKey
Emery's Elements of Medical Genetics	2022	Elsevier ClinicalKey
Ethical Dilemmas in Genetics and Genetic Counseling	2015	EBSCOHost
Facilitating the genetic counseling process: practice-based skills	2018	Springer
Gardner and Sutherland's Chromosome Abnormalities and Genetic Counseling	2012	EBSCOHost
Genetic Counseling Research: a Practical Guide	2014	EBSCOHost
Genetic Counselling: Psychological Dimensions	2013	Elsevier ScienceDirect
Introduction to Risk Calculation in Genetic Counseling	2007	EBSCOHost
Medical Genetics	2020	Elsevier ClinicalKey
Smith's Recognizable Patterns of Human Malformation	2013	Elsevier ClinicalKey
Thompson and Thompson Genetics in Medicine	2016	Elsevier ClinicalKey

The library employs over 39 staff, including 13 librarians, all with appropriate credentials to assist students. Librarians are available to provide research consultations and library instruction to distance learners using Zoom and Microsoft Teams in addition to email and phone. Every college and program has a designated liaison librarian. Liaisons are subject specialists who provide support for students, staff and faculty in the areas of education, research, clinical work, and scholarly communication.

The liaison librarian for the new program will be Teri Lynn Herbert, MS, MLIS. As liaison librarian, Ms. Herbert will provide information services to the program's students and faculty including the providing reference assistance and research consultations to support the advancement of research, as well as information literacy and evidence-based practice instruction to support the development of information literate health professionals prepared to integrate evidence into practice.

**Student Support Services**

Explain how current academic support services will support the proposed program. Identify new services needed and provide any estimated costs associated with these services.

No new university student support services will be required within the Division of Genetic Counseling; the existing university student support services will be used. Student support services that are available to all MUSC students, including online learners, include the Center for Academic Excellence, the Writing Center, Counseling and Psychological Services, and the availability of supplemental instruction from tutors. The current MUSC students, both traditional and online, report satisfaction with the available university support services that will be available to the students in this program.

**Physical Resources/Facilities**

Identify the physical facilities needed to support the program and the institution's plan for meeting the requirements.

The College of Health Professions has excellent physical facilities with all classrooms equipped with Smartboard technology. Although the didactic curriculum will be delivered online, the facilities will be available for recording by the genetic counseling program faculty.

In the Student Life and Recruitment Center in the College "A" building, several shared computer stations and printers are provided to students during business hours. Students may also go to the Library and Education Center to access printers and computer labs. IT also evaluates emerging technologies and provides access to other hardware and software, such as digital video cameras and newly released software, for check-out or pilot use.

The clinical practice sites of clinical preceptors, both at and outside of MUSC, will serve as the clinic for this program.

**Equipment**

Identify new instructional equipment needed for the proposed program.

No large, expensive equipment is needed for this proposed program. Existing clinical space will be utilized for student training on clinical rotations. Genetic counselors generally do not touch patients or utilize medical devices. Minor costs such as software, educational supplies and standardized patients have been budgeted.

**Impact on Existing Programs**

Will the proposed program impact existing degree programs or services at the institution (e.g., course offerings or enrollment)? If yes, explain.

Yes

No



**Financial Support**

Sources of Financing for the Program by Year												
Category	1 <sup>st</sup> (FY22)		2 <sup>nd</sup> (FY23)		3 <sup>rd</sup> (FY24)		4 <sup>th</sup> (FY25)		5 <sup>th</sup> (FY26)		Grand Total	
	New	Total	New	Total	New	Total	New	Total	New	Total	New	Total
Tuition Funding					721,640	721,640	1,215,982	1,215,982	1,354,153	1,354,153	3,291,775	3,291,775
Program-Specific Fees					20,725	20,725	20,725	20,725	22,225	22,225	63,675	63,675
Special State Appropriation												
Reallocation of Existing Funds												
Federal, Grant, or Other Funding* See Below	274,625	274,625	331,755	331,755	336,655	336,655	88,388	88,388	90,156	90,156	1,121,579	1,121,579
<b>Total</b>	274,625	274,625	331,755	331,755	1,079,020	1,079,020	1,325,095	1,325,095	1,466,534	1,466,534	4,477,029	4,477,029

**Estimated Costs Associated with Implementing the Program by Year**

Category	1 <sup>st</sup> (FY22)		2 <sup>nd</sup> (FY23)		3 <sup>rd</sup> (FY24)		4 <sup>th</sup> (FY25)		5 <sup>th</sup> (FY26)		Grand Total	
	New	Total	New	Total	New	Total	New	Total	New	Total	New	Total
Program Administration and Faculty/Staff Salaries	223,398	223,398	412,573	412,573	805,433	805,433	914,421	914,421	954,500	954,500	3,310,325	3,310,325
Facilities, Equipment, Supplies, and Materials	38,650	38,650	17,004	17,004	56,167	56,167	56,482	56,482	56,854	56,854	225,157	225,157
Library Resources												
Other (Investment & College Strategic Fund)					222,710	222,710			412,914	412,914		1,006,635
<b>Total</b>	262,048	262,048	429,577	429,577	861,600	1,084,310	970,903	1,341,915	1,011,354	1,424,267	3,535,482	4,542,117
<b>Net Total (Sources of Financing Minus Estimated Costs)</b>	12,577	12,577	(97,822)	(97,822)	217,420	(5,290)	354,192	(16,819)	455,180	42,267	941,547	(65,088)

**Note:** New costs - costs incurred solely as a result of implementing this program. Total costs - new costs; program's share of costs of existing resources used to support the program; and any other costs redirected to the program.

- \* Federal, Grant, or Other Funding consists of \$250,000 a year in years 1-3 from MUHA plus Clinical Practice revenue. The 4<sup>th</sup> and 5<sup>th</sup> years just consist of Clinical Practice

**Budget Justification**

Provide an explanation for all costs and sources of financing identified in the Financial Support table. Include an analysis of cost-effectiveness and return on investment and address any impacts to tuition, other programs, services, facilities, and the institution overall.

The line item in the financial support table referring to facilities, equipment, supplies and materials is the comprehensive annual operating budget. Categories included in this line item include Contractual Services, Supplies, Fixed Charges, Entertainment, Equipment, Travel, and Traineeships. Examples of individual expenses in each category above include but are not limited to:

- Contractual Services: Program printing and advertising, course development fees, simulated patient fees, lab equipment repairs, graduation expenses, student drug testing, student background checks, telephone charges, accreditation fees, program teaching support, professional development for faculty
- Supplies: Office supplies, Testing, classroom, and lab supplies
- Fixed Charges: Student insurance, Student memberships
- Entertainment: Graduation expenses, Pinning ceremony expenses, lectureships
- Travel: Faculty professional travel, clinical site travel

The additional costs for implementation of this program will be covered by tuition and \$250,000 per year for the 1<sup>st</sup> three years will be received from MUHA.

The In State tuition rate is \$9,000 per semester. The Out of State tuition rate is \$12,831 per semester. The student program fee is \$800.

There will be 1.0 FTE added to the budget in FY23. The rank of the hire will be an Assistant Professor. There will be 1.0 FTE added to the budget in FY24. The rank of the hire will be an Instructor.

The Assistant Program Director position will be \$161,920 (\$115,000 plus 40.8% fringe) annually. The total cost for the Instructor position will be \$150,796 (\$107,100 plus 40.8% fringe) annually.

**Evaluation and Assessment**

<b>Program Objectives</b>	<b>Student Learning Outcomes Aligned to Program Objectives</b>	<b>Methods of Assessment</b>
Program Objective #1: To provide the clinical science for genetic counselors to practice in prenatal, general and cancer genetics.	Student Learning Outcome #1: Students demonstrate advanced knowledge of prenatal, general and cancer genetics.	A) Percentage of students that score ≥ 85% on final exams in a) Fetal Development and Reproductive Genetics (Fall 1), b) Health and Genetic Deviation Across the Lifespan (Spring 1), and c) Cancer Genomics (Spring 1) B) Annual student survey reflecting on needs, successses, and opportunities for improvement in core knowledge areas of prenatal, general and cancer genetics.

Program Objective #2: To provide medical and psychosocial assessment skills necessary to facilitate a genetic counseling session.	Student Learning Outcome #2: Students conduct accurate and appropriate patient assessment and counseling.	A) Percent of students that meet or exceed expectations in each clinical practicum experience (supervisor rating) B) Student end-of-rotation self-evaluation (student rating)
Program Objective # 3: To impart scholarly contributions to the field of genetic counseling	Student Learning Outcome #3: Graduates are able to engage in applied research relevant to clinical practice.	A) Percentage of students that meet or exceed expectations for their research project paper (based on a grading rubric). (Target 90%) B) Exit interview on applied research engagement relative to clinical practice C) Percentage of students who submit an abstract to a professional meeting D) Percentage of students who submit a manuscript to a professional journal.
Program Objective #4: Graduates are prepared for the American Board of Genetic Counseling Board Certification Exam	Student Learning Outcome #4: Graduates obtain ABGC certification	A) The percentage of students who pass the boards on first attempt will be tracked and compared to national average (target 90%).
Program Objective #5: Graduates contribute to the genetic counseling workforce	Student Learning Objective #5: Graduates obtain employment in genetic counseling	A) The percentage of students who have secured genetic counseling employment a) by graduation, and b) within 6 months of graduation will be tracked.

Explain how the proposed program, including all program objectives, will be evaluated, along with plans to track employment. Describe how assessment data will be used.

The Genetic Counseling program will be systematically evaluated annually with both program outcomes (PO) and student learning outcomes (SLO), as described above. Program outcomes and results of student assessments are compiled by the Division Director and discussed annually with program leadership, with modifications implemented as needed. Results are also provided annually to the Chair, Associate Dean of Academic and Faculty Affairs, the program’s advisory board, and the University’s Office of Institutional Effectiveness.

ABGC Board Certification pass rates are published each exam cycle and newly Certified Genetic Counselors publically acknowledged by ABGC. First-time pass rates will be tracked for the program and compared to national pass rates. Employment data will be tracked through exit interviews and alumni surveys, with utilization of online genetic counselor directories as needed.

Assessment data will be used to understand program strengths and opportunities for improvement. Data will guide quality improvement initiatives and further program development to best meet the needs of trainees and adequately prepare students for a successful career.

### Accreditation and Licensure/Certification

Will the institution seek program-specific accreditation (e.g., CAEP, ABET, NASM, etc.)? If yes, describe the institution's plans to seek accreditation, including the expected timeline.

Yes

No

The Accreditation Council for Genetic Counseling (ACGC) maintains standards for master's degree-granting programs that prepare individuals to enter the genetic counseling profession. ACGC evaluates and accredits new and established genetic counseling programs. Students must graduate from an ACGC-accredited program in order to take the ABGC board certification exam and certification is required for most genetic counseling roles and for state licensure, where applicable.

Following the MUSC internal (CHP Leadership Council, Education Advisory Council, Provost Council and Board of Trustees) and Commission on Higher Education (CHE) approvals, we will apply to ACGC for Candidacy. The target for Candidacy application is December 2021. A decision on candidacy is granted within 6 weeks of application. Candidacy is granted to programs deemed to meet all ACGC requirements for candidacy, including the administrative structure, proposed educational plan and evaluative components, which have been carefully considered in the creation of this proposal.

Following approved Candidacy status, we will be eligible to submit the full ACGC New Program Application for one of two the 2022 review cycles; deadlines are January 15, 2022 or May 15 2022. Most developing programs go through more than one round of peer review prior to receiving a final accreditation decision. The average time for a final accreditation decision for a New Program Application is 8-12 months. We aim to apply in January 2022 if the timeline of prerequisite approvals allows.

Will the proposed program lead to licensure or certification? If yes, identify the licensure or certification.

Yes

No

The Certified Genetic Counselor (CGC) credential is granted by the American Board of Genetic Counseling, Inc. (ABGC) to those who completed an ACGC-accredited genetic counseling training program and passed the national ABGC board certification exam. As stated on the ABGC website, the CGC credential "provides assurances to the public, employers, and colleagues that the certificate holder has the knowledge, skills and expertise to enter professional practice." Board certification is required by most employers of genetic counselors, typically within one year of graduation.

Currently 29 states license genetic counselors. Completion of an accredited training program and ABGC board certification are required for state licensure, where applicable. Many states, including South Carolina, that do not currently license genetic counselors have ongoing licensure efforts. Additionally, there are current legislative efforts in Congress (S. 1450, HR 2144; "Access to Genetic Counselor Services Act") that would authorize the Centers for Medicare and Medicaid Services (CMS) to recognize certified genetic counselors as healthcare providers and would improve Medicare beneficiaries' access to genetic counselors.

Explain how the program will prepare students for this licensure or certification:

The proposed curriculum will prepare students for certification and licensure through the didactic curriculum and clinical rotation experiences. Professional Issues III in the Spring semester of the 2<sup>nd</sup> year is specifically designed to prepare students for the board certification exam and licensure application, including the process and review of applicable content.

If the program is an Educator Preparation Program, does the proposed certification area require national recognition from a Specialized Professional Association (SPA)? If yes, describe the institution's plans to seek national recognition, including the expected timeline.

N/A

Yes

No

**THE MEDICAL UNIVERSITY OF SOUTH CAROLINA**  
**Monthly Financial Reports**  
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**For the Twelve (12) Month Period Ended June 30, 2021**

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**The Medical University of South Carolina and Affiliated Organizations**  
**Statement of Net Position**  
**As of June 30, 2021**

	<u>University</u>	<u>Area Health Education Consortium</u>	<u>CHS Development Company</u>
<b>Assets &amp; Deferred Outflows</b>			
Cash and Cash Equivalents	\$ 404,213,433	\$ 5,434,655	\$ -
Cash and Cash Equivalents - Restricted	38,647,978	-	732,018
State Appropriation Receivable	9,967,558	-	-
Student Tuition and Fees Receivable	1,142,259	-	-
Student Loan Receivable	11,580,948	-	-
Grants and Contracts Receivable	43,791,281	8,039	-
Capital Improvement Bond Proceeds Receivable	-	-	-
Capital Lease Receivable	-	-	6,350,479
Other Receivables	3,197,359	-	-
Investments	-	-	862,428
Prepaid Items	5,479,501	-	395,412
Capital Assets, net of Accumulated Depreciation	372,899,748	-	-
Due from Hospital Authority	5,652,223	-	-
Due from Other Funds	126,277,062	-	-
Bond Issue Costs	-	-	-
Derivative Instruments Fair Value / Deferred Outflows	-	-	-
Deferred loss on Debt Refinancing	31,197	-	66,935
Deferred Outflows-Pensions	99,108,396	-	-
Deferred Outflows-OPEB	128,238,600	-	-
Other Assets	-	-	-
<b>Total Assets &amp; Deferred Outflows</b>	<b><u>\$ 1,250,227,543</u></b>	<b><u>\$ 5,442,694</u></b>	<b><u>\$ 8,407,272</u></b>
<b>Liabilities &amp; Deferred Inflows</b>			
Accounts Payable	\$ 11,246,846	\$ -	\$ -
Accrued Payroll and Other Payroll Liabilities	19,551,751	11,419	-
Accrued Compensated Absences	29,743,454	180,710	-
Deferred Revenue	22,702,140	-	-
Retainages Payable	27,743	-	-
Long-Term Debt	149,657,449	-	7,170,000
Interest Payable	942,698	-	80,663
Deposits Held for Others	4,347,433	80,785	-
Due to Hospital Authority	-	-	-
Due to Other Funds	2,133,410	-	-
Federal Loan Program Liability	11,634,892	-	-
Derivative Instruments Fair Value / Deferred Inflows	-	-	-
Net Pension Liability	558,655,031	-	-
Net OPEB Liability	576,173,910	-	-
Deferred Inflows-Pensions	7,990,493	-	-
Deferred Inflows-OPEB	50,144,686	-	-
Other Liabilities	30,257,469	-	-
<b>Total Liabilities &amp; Deferred Inflows</b>	<b><u>\$ 1,475,209,405</u></b>	<b><u>\$ 272,914</u></b>	<b><u>\$ 7,250,663</u></b>
<b>Net Position</b>	<b><u>(224,981,862)</u></b>	<b><u>5,169,780</u></b>	<b><u>1,156,609</u></b>
<b>Total Liabilities &amp; Deferred Inflows and Net Position</b>	<b><u>\$ 1,250,227,543</u></b>	<b><u>\$ 5,442,694</u></b>	<b><u>\$ 8,407,272</u></b>

The Medical University of South Carolina  
 Budgeted Funds Comparison to Budget (Expenses Classified by Category)  
 For the period ending June 30, 2021

	Budget	Prorated Budget (Note)	Actual	Variance	
<b>Revenues</b>					
Federal Grants & Contracts	\$ 136,128,555	\$ 136,128,555	\$ 171,102,927	\$ 34,974,372	F
Federal Grants Indirect Cost Recoveries	40,139,244	40,139,244	41,424,721	1,285,477	F
State Grants & Contracts	9,773,003	9,773,003	8,795,503	(977,500)	U
Private Grants & Contracts	24,342,418	24,342,418	34,847,861	10,505,443	F
Private Grants Indirect Cost Recoveries	5,033,996	5,033,996	6,741,622	1,707,626	F
<b>Total Grants &amp; Contracts</b>	<b>215,417,216</b>	<b>215,417,216</b>	<b>262,912,634</b>	<b>47,495,418</b>	<b>F</b>
State Appropriations	71,816,999	71,816,999	73,806,788	1,989,789	F
Tuition and Fees	107,213,434	107,213,434	110,834,808	3,621,374	F
Pass-Through Revenues	87,328,707	87,328,707	125,388,402	38,059,695	F
Gifts	21,776,671	21,776,671	19,623,479	(2,153,192)	U
Transfers from (to) MUSC Physicians	85,098,905	85,098,905	83,959,108	(1,139,797)	U
Sales and Services of Educational Departments	14,072,069	14,072,069	15,896,652	1,824,583	F
Sales and Services of Auxiliary Enterprises	14,840,354	14,840,354	13,105,139	(1,735,215)	U
Interest and Investment Income	12,741	12,741	55,451	42,710	F
Endowment Income	4,025,898	4,025,898	4,228,341	202,443	F
Miscellaneous	14,849,539	14,849,539	17,430,156	2,580,617	F
Miscellaneous - Residents	7,800,000	7,800,000	8,198,226	398,226	F
Authority Revenue	89,164,598	89,164,598	90,694,907	1,530,309	F
Authority Revenue - Residents	66,922,788	66,922,788	63,392,541	(3,530,247)	U
Intra-Institutional Sales	45,186,778	45,186,778	43,033,992	(2,152,786)	U
<b>Total Other</b>	<b>630,109,481</b>	<b>630,109,481</b>	<b>669,647,990</b>	<b>39,538,509</b>	<b>F</b>
<b>Total Revenues</b>	<b>845,526,697</b>	<b>845,526,697</b>	<b>932,560,624</b>	<b>87,033,927</b>	<b>F</b>
<b>Expenditures</b>					
Salaries	\$ 328,504,153	\$ 328,504,153	\$ 313,355,249	\$ 15,148,904	F
Miscellaneous Personnel Expenditures	4,918,805	4,918,805	8,492,813	(3,574,008)	U
Fringe Benefits	126,098,343	126,098,343	120,921,185	5,177,158	F
<b>Total Personnel</b>	<b>\$ 459,521,301</b>	<b>\$ 459,521,301</b>	<b>\$ 442,769,247</b>	<b>\$ 16,752,054</b>	<b>F</b>
Contractual Services	\$ 150,669,252	\$ 150,669,252	\$ 151,737,907	\$ (1,068,655)	U
Pass-through Expenditures	87,328,707	87,328,707	125,388,402	(38,059,695)	U
Supplies	53,071,849	53,071,849	50,865,562	2,206,287	F
Fixed Charges	53,138,469	53,138,469	51,515,000	1,623,469	F
Equipment	8,649,609	8,649,609	9,216,274	(566,665)	U
Travel	5,232,848	5,232,848	214,715	5,018,133	F
Trainee / Scholarships	20,737,403	20,737,403	25,931,953	(5,194,550)	U
Other Expenses	5,030,944	5,030,944	1,975,673	3,055,271	F
Debt Service	5,564,630	5,564,630	6,317,777	(753,147)	U
<b>Total Other</b>	<b>\$ 389,423,711</b>	<b>\$ 389,423,711</b>	<b>\$ 423,163,263</b>	<b>\$ (33,739,552)</b>	<b>U</b>
<b>Total Expenditures</b>	<b>\$ 848,945,012</b>	<b>\$ 848,945,012</b>	<b>\$ 865,932,510</b>	<b>\$ (16,987,498)</b>	<b>U</b>
<b>Other Additions (Deductions)</b>					
Transfers from(to) Plant Funds	(14,062,292)	(14,062,292)	(34,127,067)	(20,064,775)	U
Other Transfers	(47,611)	(47,611)	(685,947)	(638,336)	U
Prior Year Fund Balance Usage	18,213,517	18,213,517	17,703,517	(510,000)	U
<b>Total Other Additions (Deductions)</b>	<b>\$ 4,103,614</b>	<b>\$ 4,103,614</b>	<b>\$ (17,109,497)</b>	<b>\$ (21,213,111)</b>	<b>U</b>
<b>NET INCREASE (DECREASE) in Fund Balance</b>	<b>\$ 685,299</b>	<b>\$ 685,299</b>	<b>\$ 49,518,617</b>	<b>\$ 48,833,318</b>	<b>F</b>
<b>Non-Budgeted Items</b>					
Net Unfunded Pension Expense			(30,842,859)		
Net Unfunded OPEB Expense			(20,790,394)		
Depreciation			(36,260,227)		
Endowment Gains/Losses			26,001,852		
Gain (Loss) on Disposition of Property			(351,294)		
Other Non-Budgeted Items			16,055,871		
<b>SRECNP Bottom Line</b>			<b>3,331,567</b>		



**The Medical University of South Carolina**  
 Direct Expenditures on Federal Grants and Contracts  
 (By Responsibility Center)  
 For the 12 Month Period Ending June 30, 2021

Administration	10,180,598
College of Dental Medicine	1,786,341
College of Graduate Studies	2,108,215
College of Health Professions	7,066,140
College of Medicine	140,965,087
College of Nursing	4,295,396
College of Pharmacy	1,502,099
Hollings Cancer Center	2,569,453
Library	597,759
Office of Sponsored Programs	31,841
	<b>\$171,102,927</b>

NOTE: The federal direct expenditures shown above were incurred by the University. The federal grant and contract revenue earned to cover these direct expenditures was \$171,102,927.

In addition to this federal grant and contract revenue, the University received \$41,424,721 in federal monies to reimburse it for Facilities and Administration (F+A) costs incurred to administer the above federal grants and contracts. \$41,111,172 of the F+A recoveries received is unrestricted which means the University can use it for any of its operating needs. The remaining \$313,549 represents the F+A recoveries on non-research federal grants and contracts. This amount is required to be remitted to the State.

University direct federal expenditures	\$171,102,927
Facilities and Administration costs	\$41,424,721
Federal operating grants and contracts	\$212,527,648

**THE MEDICAL UNIVERSITY OF SOUTH CAROLINA**  
**NOTES TO THE FINANCIAL STATEMENTS**  
June 30, 2021

Note 1. *Basis of Presentation*

This financial statement provides summarized information for The Medical University of South Carolina (MUSC) and its affiliated organizations in discrete columns on the same page. The purpose of this financial report is to provide information that will be helpful to those who must make decisions about MUSC.

Note 2. *State Appropriations*

State appropriations revenue is prorated evenly over the twelve month period for which the funds are to be spent.

Note 3. *Cash and Cash Equivalents - Restricted*

Cash and cash equivalents - restricted include bond proceeds, the debt service reserve accounts, and the debt service fund accounts.

Note 4. *Capital Assets, Net of Accumulated Depreciation*

The University's capital assets, net of accumulated depreciation consists of the following:

Construction in progress	\$ 15,067,446
Land/Bldgs/Equipment/Accumulated depreciation	<u>357,832,302</u>
Capital Assets, Net of Accumulated Depreciation	<u>\$ 372,899,748</u>

Note 5. *Construction in Progress*

Construction in progress consists of the following projects and expenditures to date and is included in Capital Assets, Net of Accumulated Depreciation on the Statement of Net Position.

	Jun 30, 2020	Fiscal Year 2021		Jun 30, 2021
	Balance	Added	Capitalized	Balance
Energy Performance Contract	\$ 3,144,870	\$ 2,036,706	\$ (2,036,280)	\$ 3,145,296
SEI Chiller Replacement	901,645	1,365,046	-	2,266,691
New College of Pharmacy Addition	3,258,353	4,370,008	-	7,628,361
Others less than \$1,000,000 (ending balance)	<u>2,100,132</u>	<u>2,127,276</u>	<u>(2,200,310)</u>	<u>2,027,098</u>
Total construction in progress	<u>\$ 9,405,000</u>	<u>\$ 9,899,036</u>	<u>\$ (4,236,590)</u>	<u>\$ 15,067,446</u>

Note 6. *Deferred Revenue*

The University's deferred revenue consists of the following:

State appropriations	\$ -
Grants and contracts	9,609,060
Student tuition and fees	10,543,839
Other	<u>2,549,241</u>
Total Deferred Revenue	<u>\$ 22,702,140</u>

**THE MEDICAL UNIVERSITY OF SOUTH CAROLINA**  
**NOTES TO THE FINANCIAL STATEMENTS**  
June 30, 2021

Note 7. *Long Term Liabilities*

The University's long term liabilities consist of the following:

Obligations under capital leases	\$ 45,344,076
Higher Ed Refunded Revenue bond payable	19,465,000
State Institution bonds payable	44,895,000
Energy Performance Note Payable	31,114,721
Premium on State Institution bonds payable	7,738,839
Premium on Refunding Revenue Bonds	<u>1,099,813</u>
Total Long Term Liabilities	<u>\$ 149,657,449</u>

Note 8. *Summary of Net Position*

The University implemented GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* in fiscal year 2015 and GASB Statement No. 75, *Accounting and Financial Reporting for Post Employment Benefits Other Than Pensions (OPEB)* in fiscal year 2018. These statements require participating employers to report their proportionate share of the plans' net pension liability and OPEB liabilities, pension and OPEB expense and deferred outflows and inflows. In fiscal year 2020, excluding the GASB 68 and GASB 75 impact, the University's unrestricted net position decreased \$7.1 million for a total of \$158.3 million. In fiscal year 2019, excluding the GASB 68 and GASB 75 impact, the University's net position increased \$28.2 million for a total of \$165.4 million. In fiscal year 2018, excluding the GASB 68 and GASB 75 impact, the University's unrestricted net position increased \$0.6 million for a total of \$137.2 million. In fiscal year 2017, excluding the GASB 68 impact, the University's unrestricted net position increased \$10.5 million for a total of \$136.7 million.

	Per annual CAFR			
	FY2020	FY2019	FY2018	FY2017
Net investment in capital assets	\$ 273,745,547	\$ 290,960,785	\$ 318,787,398	\$ 335,952,501
Restricted				
Nonexpendable	92,884,333	91,997,286	91,314,812	90,977,372
Expendable	119,736,905	113,211,622	99,701,424	93,054,368
Unrestricted (exclusive of GASB 68 and 75 liabilities)	158,323,021	165,423,830	137,210,133	136,658,030
Unrestricted (including GASB 68 and 75 liabilities)	<u>(868,396,874)</u>	<u>(841,631,771)</u>	<u>(812,662,227)</u>	<u>(346,845,010)</u>
Total net position	<u>\$ (223,707,068)</u>	<u>\$ (180,038,248)</u>	<u>\$ (165,648,460)</u>	<u>\$ 309,797,261</u>

Medical University of South Carolina  
Summary of Current Debt Obligations

(\$\$ in thousands)

	Original Issue	Purpose	Outstanding & Authorized as of 30-Jun-2021
<b>State Institution Bonds (SIB)</b>			
SIB 2011D	18,950	Deferred maintenance projects	-
SIB 2012B refunding	12,645	Refunding SIB 2001C, 2003D, & 2003J	2,420
SIB 2016D	30,095	Refunding SIB 2001C, 2003D, & 2003J	19,060
SIB 2021D	<u>23,415</u>	Refunding SIB 2011D & to fund construction of capital projects	<u>23,415</u>
	<u>\$ 146,150</u>		
<b>Current SIB Debt Authorized and Issued</b>			<u>\$ 44,895</u>
<b>Notes Payable - JEDA</b>	<u>\$ 32,985</u>	Construction of College Health Health Profession facilities	<u>\$ 7,170</u>
<b>Refunding Revenue Bonds, Series 2017</b>			
2017	<u>\$ 25,115</u>	Refunding of Higher Ed Revenue Bonds	<u>\$ 19,465</u>
<b>Energy Performance Note Payable</b>			
EPNP 02-27-19	<u>\$ 30,000</u>	Energy Savings	<u>\$ 31,115</u>

**MUSC Affiliated Organizations**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**For the Twelve (12) Month Period Ending June 30, 2021**

	<b>Area Health Education Consortium</b>	<b>CHS Development Company</b>
<b>Operating Revenues</b>		
Student Tuition and Fees	\$ -	\$ -
Federal Grants and Contracts	660,463	-
State Grants and Contracts	1,221,989	-
Local Government Grants and Contracts	-	-
Nongovernmental Grants and Contracts	50,000	-
Sales and Services to Hospital Authority	130,000	-
Sales and Services of Educational and Other Activities	320	-
Sales and Services of Auxiliary Enterprises	-	-
Interest Income	-	349,900
Other Operating Revenues	64,840	-
<b>Total Operating Revenues</b>	<b>2,127,612</b>	<b>349,900</b>
<b>Operating Expenses</b>		
Compensation and Employee Benefits	2,841,990	-
Pension Benefits		
OPEB Expense		
Services and Supplies	9,860,274	2
Utilities	-	-
Scholarships and Fellowships	24,300	-
Refunds to Grantors	-	-
Interest Expense	-	216,837
Depreciation and Amortization	-	156,349
<b>Total Operating Expenses</b>	<b>12,726,564</b>	<b>373,188</b>
<b>Operating Income (Loss)</b>	<b>(10,598,952)</b>	<b>(23,288)</b>
<b>Nonoperating Revenues (Expenses)</b>		
State Appropriations	11,159,628	-
State Appropriations - MUHA	-	-
Gifts and Grants Received	-	-
Investment Income	-	-
Interest Expense	381	-
Gain (Loss) on Disposal of Capital Assets	-	-
Transfers From (To) Other State Agencies	-	-
Other Nonoperating Revenues (Expenses), net	-	-
<b>Net Nonoperating Revenues (Expenses)</b>	<b>11,160,009</b>	<b>-</b>
<b>Income (Loss) Before Other Revenues, Expenses, Gains, Losses and Transfers</b>	<b>561,057</b>	<b>(23,288)</b>
Capital Appropriations	-	-
Capital Grants and Gifts	-	-
Additions to Permanent Endowments	-	-
Transfers From (To) MUSC Physicians (UMA)	-	-
Transfers From (To) AHEC	2,372	-
Transfers From (To) CHS Development	-	(2,202)
Transfers From (To) Facilities Corporation	-	-
<b>Increase (Decrease) In Net Position</b>	<b>\$ 563,429</b>	<b>\$ (25,490)</b>

# **MUSC Physicians and Carolina Family Care**

## **Interim Financial Statements For the twelve month period ending June 30, 2021**

<b>Consolidated Actual to Budget Variance</b>	<b>1</b>
<b>MUSCP Executive Summary</b>	<b>2</b>
<b>MUSCP Actual to Budget Variance</b>	<b>3</b>
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**MUSC Physicians and Carolina Family Care, Inc.**  
(A Component Unit of MUSC)  
Statement of Revenues, Expenses and Changes in Net Position  
For the 12 Month Period Ending - June 30, 2021

UNAUDITED

	MUSC Physicians				Carolina Family Care, Inc.			Total		
	College of Medicine Actual	Corporate Actual	Ambulatory Care Actual	Other Actual	Carolina Family Care Primary Care Actual	Other Actual	RHN Actual	Total Actual	Total Budget	Total Variance
<b>Operating revenues:</b>										
Net clinical service revenue	\$ 400,735,570	\$ (1,500,000)	\$ (1,322)	\$ 2,647,542	\$ 20,420,914	\$ 1,556,105	\$ 53,086,067	\$ 476,944,876	\$ 452,630,967	\$ 24,313,909
Supplemental medicaid	57,494,755	-	-	-	3,200,000	-	3,930,242	64,624,997	54,000,000	10,624,997
Other operating revenue	3,762,286	6,300,612	4,595	1,566,980	3,971,888	841,466	24,553,531	47,398,726	39,082,638	8,316,088
Intercompany transfers	(129,240,906)	47,198,565	78,308,032	3,734,309	-	-	-	-	-	-
Purchased services	93,175,738	2,543,591	(1,621,774)	2,841,637	705,773	2,669,330	5,699,838	105,438,113	106,290,251	(852,139)
Grant salary reimb. from MUSC	17,579,211	(553)	-	120,941	-	-	-	17,699,599	14,004,544	3,695,056
<b>Total operating revenues</b>	<b>443,506,654</b>	<b>54,542,215</b>	<b>76,689,532</b>	<b>10,911,409</b>	<b>28,298,575</b>	<b>5,066,900</b>	<b>87,269,678</b>	<b>712,106,312</b>	<b>666,008,400</b>	<b>46,097,912</b>
<b>Operating expenses:</b>										
Salaries, wages and benefits	327,483,827	33,732,078	26,033,875	6,563,758	18,351,899	3,405,309	69,083,622	486,021,503	475,868,478	(10,153,025)
MUSCP reimb. for education and research	82,392,236	-	-	1,566,872	-	-	-	83,959,108	85,098,905	1,139,797
Supplies	873,469	489,954	38,931,000	12,145	2,011,511	7,984	2,566,150	45,325,863	44,187,843	(1,138,019)
Contractual services	3,156,886	7,195,162	1,244,223	1,132,159	1,242,733	621,858	7,404,884	23,786,550	19,955,185	(3,831,365)
Facility cost and equipment	113,552	1,328,509	8,033,308	343,648	2,118,398	154,319	4,807,417	17,039,079	19,227,157	2,188,078
Professional liability insurance	7,418,920	29,799	-	3,373	344,217	167,888	2,648,473	10,612,670	9,587,268	(1,025,403)
Depreciation	-	1,014,224	2,882,823	497,298	264,025	-	-	5,627,059	6,794,782	1,167,723
Meals and travel	498,842	45,048	23,179	63,459	8,970	10,254	1,335	656,445	4,235,466	3,579,021
Other expenses	269,226	2,961,243	4,352	79,115	362,450	76,753	165,603	3,918,742	1,283,253	(2,635,489)
Faculty and staff recruitment	275,635	94,048	-	262,901	4,260	495	87,935	725,273	1,440,203	714,930
Donations - transfer to MUSCF and others	2,310,400	694,164	-	150,450	-	-	-	3,155,014	1,115,833	(2,039,181)
MUSCP corporate shared services	-	-	-	-	1,488,799	23,837	1,388,883	2,901,519	2,977,193	75,674
<b>Total operating expenses</b>	<b>424,792,994</b>	<b>47,584,228</b>	<b>77,152,760</b>	<b>10,675,178</b>	<b>26,197,262</b>	<b>4,468,697</b>	<b>88,154,301</b>	<b>683,728,824</b>	<b>671,771,567</b>	<b>(11,957,258)</b>
<b>Operating income (loss)</b>	<b>18,713,660</b>	<b>6,957,987</b>	<b>(463,228)</b>	<b>236,231</b>	<b>2,101,313</b>	<b>598,203</b>	<b>(884,623)</b>	<b>28,377,488</b>	<b>(5,763,167)</b>	<b>34,140,654</b>
<b>Operating margin</b>	<b>4%</b>	<b>13%</b>	<b>(1%)</b>	<b>2%</b>	<b>7%</b>	<b>12%</b>	<b>(1%)</b>	<b>4%</b>	<b>(1%)</b>	
<b>Nonoperating revenue (expenses):</b>										
CARES Act Provider Relief Fund	-	(9,790,814)	-	-	490,347	(2,535,653)	882,623	(10,953,496)	-	(10,953,496)
MUHA reimb. for equipment - GRTC	-	-	-	733,232	-	-	-	733,232	801,702	(68,470)
Investment income	687,171	2,998,166	-	37,009,390	(88,593)	-	-	40,606,135	5,010,964	35,595,170
Interest expense	-	(369,718)	-	(1,712,254)	-	(751)	-	(3,200,667)	(3,475,661)	274,994
Rental income	-	204,379	463,228	6,713,616	25,528	-	2,000	7,408,752	8,100,063	(691,311)
Rent expense	-	-	-	(1,625,036)	-	-	-	(1,625,036)	(1,625,036)	-
Gain (loss) on disposal of assets	-	-	-	-	-	-	-	-	(28,597)	28,597
<b>Total Nonoperating revenue (expenses)</b>	<b>687,171</b>	<b>(6,957,987)</b>	<b>463,228</b>	<b>41,118,948</b>	<b>427,283</b>	<b>(2,536,404)</b>	<b>884,623</b>	<b>32,968,919</b>	<b>8,783,434</b>	<b>24,185,484</b>
<b>Change in net position</b>	<b>\$ 19,400,832</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 41,355,179</b>	<b>\$ 2,528,597</b>	<b>\$ (1,938,201)</b>	<b>\$ -</b>	<b>\$ 61,346,406</b>	<b>\$ 3,020,268</b>	<b>\$ 58,326,138</b>
<b>Net margin</b>	<b>4%</b>	<b>0%</b>	<b>0%</b>	<b>379%</b>	<b>9%</b>	<b>(38%)</b>	<b>0%</b>	<b>9%</b>	<b>0%</b>	

Notes:

MUSC Physicians Other includes other Colleges (Nursing CoHP, Dental), Presidents Fund, Rental Properties and Investment Account  
Carolina Family Care, Inc. Other includes Tideland Neurosurgery (Dr. Eggart), GRTC (Dr. Thurman), East Cooper Radiology, Group Health Insurance and Shared Services Workoff

## Medical University of South Carolina Physicians

### Executive Summary

For the twelve month period ending June 30, 2021

#### Charges:

- **YTD-4% over budget and 17% over last year**
- Month of June: 5% over budget and 20% over last year
- Top 5 clinical departments: Orthopedics, Dermatology, Radiology, Surgery, Ophthalmology
- Bottom 5 clinical departments: Radiation Oncology, Psychiatry, Pathology & Lab Medicine, Pediatrics, Neurology

#### Payments:

- **YTD-3% over budget and 12% over last year**
- Month of June: 7% over budget and 23% over last year
- Strong revenue cycle performance in 37 Days in AR and \$89 per wRVU

#### Income/(Loss):

- **\$26.6M Operating Income; 4.5% Operating Margin**
  - \$32.6M favorable variance to budget
    - \$25.6M favorable net clinical service revenue
    - \$6.7M favorable Supplemental Medicaid
    - \$3.7M favorable MUSC grant salary reimbursement
    - (\$9.2M) unfavorable salaries, wages & benefits
      - \$11.3M accrued for Z incentives (unbudgeted)
    - (\$2.0M) unfavorable Donations – Transfer to MUSCF
      - Includes \$2M transfer to support recruitment and research
    - \$3.5M favorable Meals and travel
- **\$60.8M Net Income; 10.3% Net Margin**
  - \$58.0M favorable variance to budget
    - \$37M unrealized/realized gain on investments
    - (\$9.8M) accrued reversal of 2020 CARES Act Funds

#### Balance Sheet:

- Days cash on hand: 278 days and \$341.9M
- Current ratio: 4.4
- Net Position: \$415.3M; increased by \$60.8M compared to June 2020

#### Pension:

- YTD expense: \$35.2M; increased by 2.3% compared to YTD June 2020



## MUSC Physicians

(A Component Unit of MUSC)

Statement of Revenues, Expenses and Changes in Net Position  
For the 12 Month Period Ending - June 30, 2021

**UNAUDITED**

	Fiscal Year To Date				Prior Year To Date
	Actual	Budget	Variance	Var %	Actual
<b>Operating revenues:</b>					
Net clinical service revenue	\$ 401,881,790	\$ 376,290,771	\$ 25,591,019	7%	\$ 348,841,382
Supplemental medicaid	57,494,755	50,800,000	6,694,755	13%	56,688,386
Other operating revenue	11,634,473	6,554,370	5,080,102	78%	14,332,128
MUHA reimb. for ambulatory and revenue cycle	6,397,369	4,953,581	1,443,787	29%	5,401,029
Purchased services	96,363,173	99,784,993	(3,421,820)	(3%)	89,226,318
Grant salary reimb. from MUSC	17,699,599	14,004,544	3,695,056	26%	16,089,951
<b>Total operating revenues</b>	<b>591,471,159</b>	<b>552,388,259</b>	<b>39,082,900</b>	<b>7%</b>	<b>530,579,195</b>
<b>Operating expenses:</b>					
Salaries, wages and benefits	395,180,673	385,996,791	(9,183,882)	(2%)	349,475,313
MUSCP reimb. for education and research	83,959,108	85,098,905	1,139,797	1%	81,701,932
Supplies	40,740,218	38,218,066	(2,522,152)	(7%)	36,017,461
Contractual services	14,517,075	16,693,978	2,176,903	13%	16,659,249
Facility cost and equipment	9,958,944	11,295,856	1,336,911	12%	8,594,764
Professional liability insurance	7,452,092	7,069,437	(382,655)	(5%)	6,111,867
Depreciation	5,363,034	6,514,798	1,151,764	18%	4,873,460
Meals and travel	635,886	4,121,496	3,485,610	85%	2,327,720
Other expenses	3,313,936	834,437	(2,479,499)	(297%)	3,049,051
Faculty and staff recruitment	632,583	1,431,703	799,120	56%	813,336
Donations - transfer to MUSCF and others	3,155,014	1,115,833	(2,039,181)	(183%)	882,787
<b>Total operating expenses</b>	<b>564,908,565</b>	<b>558,391,301</b>	<b>(6,517,263)</b>	<b>(1%)</b>	<b>510,506,941</b>
Operating income (loss)	26,562,594	(6,003,042)	32,565,636	542%	20,072,254
Operating margin	4.5%	(1.1%)			3.8%
<b>Nonoperating revenue (expenses):</b>					
CARES Act Provider Relief Fund	(9,790,814)	-	(9,790,814)	(100%)	9,790,814
MUHA reimb. for equipment - GRTC	733,232	801,702	(68,470)	(9%)	113,491
Investment income	40,694,727	5,010,964	35,683,763	712%	(16,200,063)
Interest expense	(3,199,916)	(3,475,661)	275,745	8%	(3,560,680)
Rental income	7,381,223	8,069,819	(688,595)	(9%)	7,520,963
Rent expense	(1,625,036)	(1,625,036)	-	0%	(1,625,036)
Gain (loss) on disposal of assets	-	(28,597)	28,597	100%	119,646
<b>Total nonoperating revenue (expenses)</b>	<b>34,193,416</b>	<b>8,753,190</b>	<b>25,440,226</b>	<b>291%</b>	<b>(3,840,866)</b>
Change in net position	<b>\$ 60,756,011</b>	<b>\$ 2,750,149</b>	<b>\$ 58,005,862</b>	<b>2109%</b>	<b>\$ 16,231,389</b>
Net margin	10.3%	0.5%			3.1%

**Notes:**

*Supplemental Medicaid: prior year funds of \$2M received, \$4.7M Q1-Q2 2021 and DHHS payments over budgeted amount  
Other operating revenue variance due to: CMMI Program Funds \$2.6M, \$500K Institute for Applied Neurosciences funding,*

*\$262K Board of Trustees reimbursement*

*Purchased services: includes Hospital bill reduction accrual of \$4.6M*

*Salary, wages and benefits includes Z Incentive accruals \$11.3M (unbudgeted)*

*MUSCP reimb. for education and research: \$1.1M College of Dental Medicine unused commitment*

*Supplies over budget due to Vaccines/Injectables \$3.5M; Infusion revenues are overbudget \$4.5M*

*Other expenses variance due to CMMI Program Funds \$2.6M transfer to MHA*

*Donations - \$2M transfer to MUSCF to support department recruitment and research initiatives*

*CARES Act Provider Relief Fund: accrued reversal of 2020 income due to possibility of repayment*

*MUHA reimbursement for GRTC equipment - accrued 2nd Linac purchase*

*Investment income gain includes unrealized/realized gain on investment of \$37M*

*Rental income: Parkshore retro rent adjustment*

## MUSC Physicians

(A Component Unit of the Medical University of South Carolina)

### Statement of Net Position

#### ASSETS

#### UNAUDITED

	June 30, 2021	June 30, 2020	Variance
<b>Current Assets:</b>			
Cash and cash equivalents	\$ 103,101,904	\$ 83,960,592	\$ 19,141,312
Investments	238,795,640	191,110,236	47,685,404
Receivables:			
Patient services - net of allowances for contractual adjustments of \$125,892,439 bad debts of \$25,693,881	44,998,196	37,762,932	7,235,264
Due from the Medical University of South Carolina	2,159,608	28,224,366	(26,064,758)
Due from the Medical University Hospital Authority	3,593,992	3,267,178	326,814
Due from the Medical University Foundation	687,761	580,263	107,498
Due from Carolina Family Care, Inc.	3,777,118	8,190,001	(4,412,883)
Note receivable UMA/MHP	94,618	166,859	(72,241)
Investment / Advancements consolidated CFC	32,270,000	32,270,000	-
Due from Comprehensive Psychiatric Services	(1,152)	34,181	(35,333)
Due from MSV	733,232	16,165	717,067
Prepaid rent - MUSC Foundation	338,226	338,226	-
Other current assets	28,079,692	9,026,508	19,053,184
<b>Total Current Assets</b>	<b>458,628,833</b>	<b>394,947,507</b>	<b>63,681,328</b>
<b>Noncurrent assets:</b>			
Capital assets:			
Land	22,999,986	22,999,986	-
Buildings	51,893,187	51,518,876	374,311
Furniture and equipment	25,898,523	25,299,165	599,358
Leasehold improvements	62,403,825	58,100,195	4,303,630
Rental buildings under capital lease	13,989,600	13,989,600	-
Computer software	13,593,123	13,593,123	-
Accumulated depreciation and amortization	(90,553,470)	(83,801,518)	(6,751,952)
Prepaid rent - MUSC Foundation	5,363,385	5,561,618	(198,233)
Other assets	5,470,000	9,030,000	(3,560,000)
Net OPEB Asset	459,884	459,884	-
Investment in partnerships	6,430,435	4,963,972	1,466,463
<b>Total noncurrent assets</b>	<b>117,948,479</b>	<b>121,714,901</b>	<b>(3,766,423)</b>
<b>Total Assets</b>	<b>576,577,312</b>	<b>516,662,408</b>	<b>59,914,905</b>
<b>Deferred outflows of resources:</b>			
Deferred refunding cost	7,840,185	9,281,703	(1,441,518)
Deferred outflows-OPEB	35,614	35,614	-
<b>Total deferred outflows</b>	<b>7,875,799</b>	<b>9,317,317</b>	<b>(1,441,518)</b>
<b>Total Assets and Deferred Outflows</b>	<b>\$ 584,453,111</b>	<b>\$ 525,979,725</b>	<b>\$ 58,473,387</b>

#### Notes:

Due from MUSC variance is due to receipt of FY20 Supplemental Medicaid payments received in FY21

Due from MSV variance is due to 2nd purchase of Linac equipment

Other current assets increase due to FY21 Supplemental Medicaid accrual and \$518K Envolve rebate

Leasehold Improvements include new projects: Bluffton, Chuck Dawley, Nexton, Voice and Swallow

Other Assets - (Noncurrent) decrease in collateral deposit for Swap

## MUSC Physicians

(A Component Unit of the Medical University of South Carolina)

### Statement of Net Position

#### LIABILITIES

#### UNAUDITED

	June 30, 2021	June 30, 2020	Variance
<b>Current Liabilities:</b>			
Accounts payable	\$ 6,244,947	\$ 11,894,399	\$ 5,649,452
Accrued interest payable	139,668	150,268	10,600
Accrued payroll	33,577,855	23,729,527	(9,848,328)
Accrued payroll withholdings	12,189,202	7,082,156	(5,107,046)
Accrued pension contribution	2,393,712	8,530,819	6,137,107
Unapplied cash - patient services	54,170	4,393,112	4,338,942
Other accrued liabilities	28,246,336	16,868,909	(11,377,427)
Due to Medical University of South Carolina	6,341	206,245	199,904
Due to Medical University Hospital Authority	8,580,778	18,023,117	9,442,339
Due to MUSC Health Alliance	4,719,371	2,005,736	(2,713,635)
Accrued compensated absences	4,284,824	2,351,555	(1,933,269)
Capital leases	414,132	414,132	-
Bonds payable	4,360,000	4,360,000	-
<b>Total current liabilities</b>	<b>105,211,335</b>	<b>100,009,975</b>	<b>(5,201,361)</b>
<b>Noncurrent Liabilities:</b>			
Accrued compensated absences	2,015,468	2,015,468	-
Capital leases	490,260	318,151	(172,109)
Bonds payable	55,795,000	60,155,000	4,360,000
Deferred inflows-OPEB	59,638	59,638	-
Fair value of derivative instruments	5,573,961	8,870,055	3,296,094
<b>Total noncurrent liabilities</b>	<b>63,934,327</b>	<b>71,418,312</b>	<b>7,483,985</b>
<b>Total liabilities</b>	<b>169,145,662</b>	<b>171,428,287</b>	<b>2,282,624</b>
<b>NET POSITION</b>			
Invested in capital assets, net of related debt	68,397,600	68,397,600	-
Unrestricted (deficit)	346,909,849	286,153,838	(60,756,011)
<b>Total Net Position</b>	<b>415,307,449</b>	<b>354,551,438</b>	<b>(60,756,011)</b>
<b>Total Liabilities, Inflows &amp; Net Position</b>	<b>\$ 584,453,111</b>	<b>\$ 525,979,725</b>	<b>\$ (58,473,387)</b>

#### Notes:

Accounts payable includes \$2.4M Infusion Drug accrual, \$2.1M credit card payable and \$1.5M compliance refund accrual

Accrued payroll (salary + fringe) includes \$11.3M in Z Incentive accruals (unbudgeted) and \$18.9M in Y incentive accruals

Accrued payroll withholdings includes FICA Employer Withholding being deferred

Accrued pension contribution: \$7M pension contribution deferral was paid back in FY21

Other accrued liabilities includes Deferred Revenue from receipt of Advanced Medicare Payments \$13M, accrual for CARES Act

return of funds received in 2020 \$9.8M and accrual for Hospital Bill reduction \$4.6M

Due to MUHA: West Campus project \$9.4M have been paid in FY21

Due to MHA: CMMI Program funds to be transferred from UMA to MHA

Fair value of derivative instruments are adjusted to actuals quarterly

**Carolina Family Care, Inc.**  
**Including Carolina Primary Care Physicians & MUSC Health Partners**  
Executive Summary  
For the twelve month period ending June 30, 2021

**Charges-CFC:**

- **YTD-10% under budget and 10% over last year**
- Month of June: 24% under budget

**Payment-CFC:**

- **YTD-6% under budget and 7% over last year**
- Month of June: 6% under budget
- 28 Days in AR and \$85 per wRVU

**Charges-RHN:**

- **YTD-16% over budget and 15% over last year**
- Month of June: 25% over budget

**Payment-RHN:**

- **YTD-.6% over budget and 9% over last year**
- Month of June: 10% over budget
- 63 Days in AR and \$58 per wRVU

**Income/(Loss):**

- Year to Date: \$1.8M Operating Income; 1.5% Operating Margin
  - \$1.6M favorable variance to budget
    - (\$2.4M) unfavorable net clinical service revenue for Charleston
    - \$2.1M favorable salaries for Charleston
    - \$1.1M favorable purchased services for Charleston
    - \$.7M favorable supplies at Charleston
- Year to Date: \$.6M Net Income; .5% Net Margin
  - \$.3M favorable variance to budget
    - (\$1.2M) reversal of CARES Act funds

**Balance Sheet:**

- Current ratio: .7
- Net Position: (\$6.1M); increased by \$.6M compared to June 2020
- Assets decreased (\$1.7M) compared to June 2020
- Liabilities decreased (\$2.3M) compared to June 2020
  - (\$3.2M) decrease in accrued payroll
  - \$2.0M increase in accrued payroll withhold. includes deferred FICA Employer Withhold.
  - (\$2.0M) decrease in unapplied cash
  - \$1.9M increase in other accrued liabilities
    - \$2.6M accrual for CARES Act return of funds received in 2020 & 2021
  - \$2.8M increase in Due to MUHA – RHN
  - (\$4.4M) decrease in Due to UMA

## Carolina Family Care, Inc.

(Including Carolina Primary Care Physicians and MUSC Health Partners)  
Statement of Revenues, Expenses and Changes in Net Position  
For the 12 Month Period Ending - June 30, 2021

### UNAUDITED

	Fiscal Year To Date				Prior Year To Date
	Actual	Budget	Variance	Var %	Actual
<b>Operating revenues:</b>					
Net clinical service revenue	\$ 75,063,086	\$ 76,340,196	\$ (1,277,110)	(2%)	\$ 61,347,403
Supplemental medicaid	7,130,242	3,200,000	3,930,242	123%	3,200,000
Other operating revenue	4,813,353	4,107,972	705,381	17%	3,572,369
RHN provider practice strategic support	24,553,531	23,466,714	1,086,817	5%	26,232,401
Salary reimb. for RHCs	5,113,046	3,854,959	1,258,088	33%	3,341,421
Purchased services	3,961,894	2,650,300	1,311,594	49%	2,454,275
Total operating revenues	120,635,153	113,620,141	7,015,012	6%	100,147,869
<b>Operating expenses:</b>					
Salaries, wages and benefits	90,840,830	89,871,687	(969,143)	(1%)	84,609,867
Supplies	4,585,645	5,969,777	1,384,132	23%	4,808,865
Contractual services	9,269,475	3,264,601	(6,004,874)	(184%)	3,944,764
Depreciation	264,025	279,984	15,959	6%	331,778
Facility cost and equipment	7,080,134	7,931,301	851,167	11%	7,541,543
Professional liability insurance	3,160,578	2,517,831	(642,747)	(26%)	2,032,563
Meals and travel	20,559	113,970	93,411	82%	133,711
Faculty and staff recruitment	92,690	8,500	(84,190)	(990%)	178,024
MUSSCP corporate shared services	2,901,519	2,973,799	72,280	2%	3,685,662
Other expenses	604,806	448,816	(155,990)	(35%)	77,225
Total operating expenses	118,820,260	113,380,266	(5,439,994)	(5%)	107,344,002
Operating income (loss)	1,814,893	239,875	1,575,018	657%	(7,196,133)
Operating margin	1.5%	0.2%			(7.2%)
<b>Nonoperating revenue (expenses):</b>					
CARES Act Provider Relief Fund	(1,162,682)	-	(1,162,682)	(100%)	1,162,683
Investment income	(88,593)	-	(88,593)	(100%)	(1,649)
Interest expense	(751)	-	(751)	(100%)	(1)
Rental income	27,528	30,244	(2,716)	(9%)	30,565
Gain (loss) on disposal of assets	-	-	-	0%	(37,349)
Total nonoperating revenue (expenses)	(1,224,498)	30,244	(1,254,742)	(4149%)	1,154,249
Change in net position	\$ 590,396	\$ 270,119	\$ 320,277	119%	\$ (6,041,884)
Net margin	0.5%	0.2%			(6.0%)

#### Notes:

*Net Clinical Service Revenue: underbudget - \$1.1M East Cooper Radiology, \$988K CFC Charleston; RHN \$1.1M overbudget*

*Supplemental Medicaid: RHN has received \$3.9M that was unbudgeted*

*Other operating revenue variance related to 2020 Q1-3 RHN Shared Services \$824K; CMMI Program Funds \$154K*

*Purchased Services: overbudget - \$829K Modern Minds and \$438K CFC Charleston*

*Salaries and benefits: CFC Charleston \$2M underbudget due to higher than expected vacancies; RHN \$3.1M overbudget*

*Contractual Services: \$6.2M RHN overbudget, \$4.4M related to Emergency/Hospital Departments unbudgeted,*

*\$1.3M Locums unbudgeted*

*Professional Liability: \$656K RHN overbudget, \$316K related to Emergency/Hospital Departments unbudgeted*

*Other expenses: CMMI Program Funds (\$154K) transferred to MHA*

*CARES Act Provider Relief Fund: accrued reversal of 2020 income due to possibility of repayment*

**Carolina Family Care, Inc.**

including Carolina Primary Care Physicians and MUSC Health Partners

**Statement of Net Position****ASSETS****UNAUDITED**

	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>Variance</u>
<b>Current Assets:</b>			
Cash and cash equivalents	\$ 5,837,742	\$ 6,739,586	\$ (901,844)
Receivables:			
Patient services - net of allowances for contractual adjustments of \$25,891,409			
bad debts of \$4,224,068	8,658,912	7,837,476	821,436
Due from the Medical University of South Carolina	(512)	86,443	(86,955)
Due from the Medical University Hospital Authority	101,243	669,052	(567,809)
Due from MSV	12,316	36,106	(23,790)
Other current assets	440,138	681,712	(241,574)
<b>Total Current Assets</b>	<u>15,049,839</u>	<u>16,050,375</u>	<u>(1,000,536)</u>
<b>Noncurrent assets:</b>			
Capital assets:			
Furniture and equipment	1,361,934	1,361,934	-
Leasehold improvements	2,678,566	2,641,766	36,800
Computer software	46,563	46,563	-
Accumulated depreciation and amortization	(2,537,707)	(2,273,683)	(264,024)
Investment in partnerships	209,000	737,845	(528,845)
<b>Total noncurrent assets</b>	<u>1,758,355</u>	<u>2,514,425</u>	<u>(756,069)</u>
<b>Total Assets</b>	<u>\$ 16,808,194</u>	<u>\$ 18,564,800</u>	<u>\$ (1,756,605)</u>

**Notes:***Investments in Partnerships: \$529K dissolution of joint venture with Lowcountry Real Property, LLC*

**Carolina Family Care, Inc.**

including Carolina Primary Care Physicians and MUSC Health Partners

**Statement of Net Position****LIABILITIES****UNAUDITED**

	<b>June 30, 2021</b>	<b>June 30, 2020</b>	<b>Variance</b>
<b>Current Liabilities:</b>			
Accounts payable	\$ 519,233	\$ 589,043	\$ 69,810
Accrued payroll	2,569,259	5,760,191	3,190,932
Accrued payroll withholdings	2,779,391	738,222	(2,041,169)
Unapplied cash - patient services	1,112,479	3,071,518	1,959,039
Other accrued liabilities	4,874,888	2,946,594	(1,928,294)
Due to Medical University of South Carolina	24,235	3,367	(20,868)
Due to Medical University Hospital Authority	34,267	298,457	264,190
Due to MUHA - RHN / RHN Settlement	5,066,856	2,237,696	(2,829,160)
Due to UMA	3,777,118	8,190,001	4,412,883
Note Payable UMA/MHP	94,618	166,859	72,241
Note Payable MSV/CFC	200,751	-	(200,751)
Due to MUSC Health Alliance	198,524	44,464	(154,060)
Accrued compensated absences	1,080,147	632,357	(447,790)
<b>Total current liabilities</b>	<b>22,331,767</b>	<b>24,678,769</b>	<b>2,347,003</b>
<b>Noncurrent Liabilities:</b>			
Accrued compensated absences	529,837	529,837	-
<b>Total noncurrent liabilities</b>	<b>529,837</b>	<b>529,837</b>	<b>-</b>
<b>Total liabilities</b>	<b>22,861,604</b>	<b>25,208,606</b>	<b>2,347,003</b>
<b>NET POSITION</b>			
Capital stock and Additional paid-in capital	32,270,000	32,270,000	-
Invested in capital assets, net of related debt	1,776,580	1,776,580	-
Unrestricted (deficit)	(40,099,990)	(40,690,386)	(590,396)
<b>Total Net Position</b>	<b>(6,053,410)</b>	<b>(6,643,806)</b>	<b>(590,396)</b>
<b>Total Liabilities, Inflows &amp; Net Position</b>	<b>\$ 16,808,194</b>	<b>\$ 18,564,800</b>	<b>\$ 1,756,607</b>

**Notes:**

*Accrued payroll withholdings includes FICA Employer Withholding being deferred*

*Other accrued liabilities includes \$522K Deferred Revenue from receipt of Advanced Medicare Payments;*

*\$1.2M IBNR liability - related to Group Health Insurance; \$2.6M accrual for CARES Act return of funds received in 2020 and 2021*

*Due to MHA: CMMI Program funds to be transferred from CFC to MHA*

**Carolina Family Care, Inc.**  
(Including Carolina Primary Care Physicians and MUSC Health Partners)  
Statement of Revenues, Expenses and Changes in Net Position  
For the 12 Month Period Ending - June 30, 2021

**UNAUDITED**

	East Cooper Radiology	GRTC	Tidelands Neuro	Grace Internal Medicine	Regional Health Network	Other Entities	Carolina Family Care	CFC Total
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Sum of (1)-(7)
<b>Operating revenues:</b>								
Net clinical service revenue	\$ 706,088	\$ -	\$ 610,339	\$ 216,701	\$ 53,086,067	\$ 22,977	\$ 20,420,914	\$ 75,063,086
Supplemental medicaid	-	-	-	-	3,930,242	-	3,200,000	7,130,242
Other operating revenue	123	-	-	-	-	841,343	3,971,888	4,813,353
RHN provider practice strategic support	-	-	-	-	24,553,531	-	-	24,553,531
Salary reimb. for RHCs	-	-	-	-	5,113,046	-	-	5,113,046
Purchased services	70,002	341,483	321,843	-	586,792	1,936,001	705,773	3,961,894
Total operating revenues	776,213	341,483	932,182	216,701	87,269,678	2,800,321	28,298,575	120,635,153
<b>Operating expenses:</b>								
Salaries, wages and benefits	440,740	234,755	816,731	-	69,083,622	1,913,083	18,351,899	90,840,830
Supplies	-	-	1,998	29	2,566,150	5,957	2,011,511	4,585,645
Contractual services	276,844	125	857	347,584	7,404,884	(3,552)	1,242,733	9,269,475
Depreciation	-	-	-	-	-	-	264,025	264,025
Facility cost and equipment	-	-	46,216	39,931	4,807,417	68,172	2,118,398	7,080,134
Professional liability insurance	57,742	8,444	62,678	-	2,648,473	39,025	344,217	3,160,578
Meals and travel	-	540	3,204	-	1,335	6,510	8,970	20,559
Faculty and staff recruitment	-	-	-	-	87,935	495	4,260	92,690
MUSCP corporate shared services	-	-	-	23,837	1,388,883	-	1,488,799	2,901,519
Other expenses	28,906	2,365	45,470	-	165,603	11	362,450	604,806
Total operating expenses	804,232	246,229	977,155	411,380	88,154,301	2,029,701	26,197,262	118,820,260
Operating income (loss)	(28,019)	95,253	(44,973)	(194,679)	(884,623)	770,621	2,101,313	1,814,893
Operating margin	(4%)	28%	(5%)	(90%)	(1%)	28%	7%	2%
<b>Nonoperating revenue (expenses):</b>								
CARES Act Provider Relief Fund	28,019	-	44,973	-	882,623	(2,608,645)	490,347	(1,162,682)
Investment income	-	-	-	-	-	-	(88,593)	(88,593)
Interest expense	-	-	-	-	-	(751)	-	(751)
Rental income	-	-	-	-	2,000	-	25,528	27,528
Total nonoperating revenue (expenses)	28,019	-	44,973	-	884,623	(2,609,396)	427,283	(1,224,498)
Change in net position	\$ -	\$ 95,253	\$ -	\$ (194,679)	\$ -	\$ (1,838,775)	\$ 2,528,597	\$ 590,396
Net margin	0%	28%	0%	(90%)	0%	(66%)	9%	0%

**Notes:**

- (1) East Cooper Radiology income/losses are transferred to MSV where billings are made to East Cooper Hospital (\$220,176 per year) and MUHA: \$70K in reimbursement from MSV YTD. East Cooper Radiology clinic closed on 10/31/20.
- (2) Georgetown Hospital pays 18.5% of total collections to cover operating expenses of provider at GRTC. Dr. Thurman terminated 12/13/20.
- (3) MUHA and Tidelands have each been billed FY21 losses related to Tidelands Neurosciences. Total loss YTD is \$322K. Clinic closed on 03/31/21.
- (4) Grace Internal Medicine - funding from MSV Line of credit in the amount of \$200K has been received
- (5) MUHA funds 100% of deficit related to Regional Health Network
- (6) Other non-Primary Care entities:

- (\$2.6M) CARES Act Provider Relief Fund - accrued reversal of 2020 and 2021 income due to possibility of repayment
- (\$47K) Group Health Insurance
- (\$15K) Manager of Occupational Safety and Health - MUHA, MUSC and UMA provide support
- (\$10K) Institutional Advancement - lobbying costs
- \$824K Shared Services Write-off Reversal (Q1-3 2020 RHN shared services)
- \$0K Other column also includes the following entities which are fully funded: Tidelands Multispecialty, Hampton Regional, Modern Minds, Charleston Cardiology, Centerspace



**Carolina Family Care, Inc.**  
(Including Carolina Primary Care Physicians and MUSC Health Partners)  
Regional Health Network  
Statement of Revenues, Expenses and Changes in Net Position  
For the 12 Month Period Ending - June 30, 2021

**UNAUDITED**

	Florence Actual	Marion Actual	Chester Actual	Lancaster Actual	RHC Actual	RHN Integ. Costs Actual	RHN Consol. Actual	RHN Consol. Budget	RHN Consol. Variance
	(1)	(2)	(3)	(4)	(5)	(6)	Sum of (1)-(6)		
<b>Operating revenues:</b>									
Net clinical service revenue	\$ 34,716,975	\$ 4,196,546	\$ 4,745,401	\$ 9,426,730	\$ -	\$ 415	\$ 53,086,067	\$ 51,962,848	\$ 1,123,219
Supplemental medicaid	2,006,790	461,901	428,513	1,033,039	-	-	3,930,242	-	3,930,242
Purchased services	(293,211)	(15,882)	(497,850)	348,769	-	1,044,965	586,792	378,307	208,484
Total operating revenues	36,430,554	4,642,564	4,676,064	10,808,538	-	1,045,380	57,603,101	52,341,155	5,261,946
<b>Operating expenses:</b>									
Salaries, wages and benefits	41,085,938	5,926,268	3,857,660	12,463,408	4,881,425	868,923	69,083,622	66,007,317	(3,076,305)
Supplies	1,469,535	127,433	344,602	619,861	-	4,719	2,566,150	3,274,463	708,313
Contractual services	2,609,486	559,877	2,048,774	2,024,654	-	162,094	7,404,884	1,202,655	(6,202,229)
Facility cost and equipment	2,967,772	287,798	445,507	1,104,311	-	2,028	4,807,417	5,519,036	711,619
Professional liability insurance	1,423,576	268,635	198,491	527,465	230,307	-	2,648,473	1,992,715	(655,758)
Meals and travel	96	415	-	773	-	51	1,335	21,466	20,131
Faculty and staff recruitment	68,624	-	-	13,068	-	6,244	87,935	5,000	(82,935)
MUSCP corporate shared services	838,362	147,529	152,235	250,757	-	-	1,388,883	1,450,000	61,117
Other expenses	85,242	30,266	2,497	44,962	1,314	1,321	165,603	190,176	24,573
Total operating expenses	50,548,631	7,348,220	7,049,766	17,049,259	5,113,046	1,045,380	88,154,301	79,662,828	(8,491,473)
Operating income (loss)	(14,118,077)	(2,705,655)	(2,373,702)	(6,240,721)	(5,113,046)	-	(30,551,200)	(27,321,672)	(3,229,528)
<b>Nonoperating revenue (expenses):</b>									
CARES Act Provider Relief Fund	220,656	220,656	220,656	220,656	-	-	882,623	-	882,623
Rental income	2,000	-	-	-	-	-	2,000	-	2,000
Total nonoperating revenue (expenses)	222,656	220,656	220,656	220,656	-	-	884,623	-	884,623
RHN provider practice strategic support	13,895,421	2,484,999	2,153,046	6,020,065	-	-	24,553,531	23,466,714	1,086,817
Salary reimbursement for RHCs	-	-	-	-	5,113,046	-	5,113,046	3,854,959	1,258,088
Change in net position	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Notes:**  
Purchased services in operating revenues includes Medical Directorships, FCALL payments, other salary reimbursements  
Salary Reimbursement for RHCs: Regional Health Clinics are fully reimbursed for salaries and other expenses by MUHA. Income is not recognized but reimbursed directly to MUHA.  
Contractual Services: \$4.4M related to Emergency Departments/Hospitalists unbudgeted, \$1.3M Locums unbudgeted  
Professional Liability: \$316K related to Emergency Departments/Hospitalists unbudgeted

**FY2021 MUSCP Due to/Due From  
As of 6/30/21**

	<b>Outstanding</b>	
	<b>Balance</b>	<b>Notes</b>
<b>1. MUSCP/MUHA</b>		
MUSCP due from MUHA	\$3,593,992	Balance consists of monthly recurring activity
MUSCP due to MUHA	(\$8,580,778)	Balance consists of monthly recurring activity
Net Amount Due	(\$4,986,786)	
<b>2. MUSCP/MUSC</b>		
MUSCP due from MUSC	\$2,159,608	Balance consists of monthly recurring activity
MUSCP due to MUSC	(\$6,341)	\$10K agency funds offset by monthly recurring activity
Net Amount Due	\$2,153,267	
<b>3. CFC/MUHA</b>		
CFC due from MUHA	\$96,618	Balance consists of monthly recurring activity
CFC due to MUHA	(\$34,267)	Balance consists of monthly recurring activity
Net Amount Due	\$62,351	
<b>4. CFC/MUHA - RHN</b>		
Total RHN accounts-Due from (to) MUHA	(\$5,066,856)	Net Advance from MUHA for RHN expenses. Also includes AR accrual, rent agreements
<b>5. CFC/MUSC</b>		
CFC due from MUSC	\$0	Balance consists of monthly recurring activity
CFC due to MUSC	(\$24,235)	Balance consists of monthly recurring activity
Net Amount Due	(\$24,235)	
<b>6. MHP/MUHA</b>		
MHP due from MUHA	\$4,626	Balance consists of monthly recurring activity
MHP due to MUHA	\$0	Balance consists of monthly recurring activity
Net Amount Due	\$4,626	
<b>7. MHP/MUSC</b>		
MHP due from MUSC	(\$512)	Balance consists of monthly recurring activity
MHP due to MUSC	(\$0)	Balance consists of monthly recurring activity
Net Amount Due	(\$512)	
<b>8. MSV</b>		
CFC due from MSV	(\$204,825)	Balance consists of monthly recurring activity
MHP due from MSV	\$217,141	Balance consists of monthly recurring activity

**FY2021 MUSCP Consolidated Approved Unbudgeted Expenses  
As of 6/30/21**

<b>Unbudgeted Capital Projects</b>	<b>Amount</b>
IS-Lab Modernization Project	\$ 822,988
CFC Lab Equipment	800,000
ERP	657,193
Information Security, IS Infrastructure and Hyland Mamo	518,137
Parkshore Renovations	80,920
IS Wireless Replacement Project	70,000
PPOP (South Park) HR Build Out	60,000
IS-MSK Optimization-EPIC Bones Module	30,308
<b>Total</b>	<b>\$ 3,039,546</b>

<b>Unbudgeted Operating Expenses</b>	<b>Amount</b>
West Campus Roof	\$ 423,952
ERP	227,781
APP Market Adjustments (not including fringe)	191,073
Wiff/Kieffer-Otolaryngology Chair	190,000
ECG Patient Access Phase 2	180,000
Executive Search Fee – President’s Account	165,000
Chuck Dawley HVAC System	70,000
Database for the Office of Development – President’s Account	68,228
IS: Access and SER Optimization	15,890
<b>Total</b>	<b>\$ 1,531,924</b>

<b>Total FY21 Approved Unbudgeted Expenses</b>	<b>\$ 4,571,470</b>
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**MEDICAL UNIVERSITY HOSPITAL AUTHORITY (MUHA) BOARD OF TRUSTEES**  
**CONSENT AGENDA**  
August 13, 2021  
101 Colcock Hall

**Authority Operations, Quality and Finance Committee: Dr. Murrell Smith, Chair**

**Consent Agenda for Approval**

Item 24. Appointments, Reappointments and Delineation of Privileges. .... Dr. Phillip Warr  
*Chief Medical Officer, MUHA*

Item 25. Letter of Support for Trauma Reverification ..... Dr. Danielle Scheurer  
*Chief Quality Officer, MUSC Health*

Approval of a Board of Trustees letter of support for the American College of Surgeons  
(ACS) triennial reverification of MUSC's Level 1 Trauma Program is requested.

Item 26. Resolution to Amend and Restate Special Healthcare Alternative Retirement Plan.....David McLean  
*Healthcare Counsel*

**Consent Agenda for Information**

Item 27. Contracts and Agreements ..... David McLean  
*Healthcare Counsel*

**MUHA and MUSC Physical Facilities Committee: Mr. Bill Bingham, Chair**

**Consent Agenda for Information**

Item 28. MUHA and MUSC FY2021 Active Projects >\$250,000 ..... Brad Taylor  
*Chief Facilities Officer, MUSC*

Item 29. MUSC Facilities Contracts Awarded..... Brad Taylor  
*Chief Facilities Officer, MUSC*

**Board of Trustees Credentialing Subcommittee May 2021**  
**The Medical Executive Committee reviewed the following applicants on May 19, 2021**  
**and recommends approval by the Board of Trustees Credentialing Subcommittee effective 5.28.2021**

**Medical Staff Initial Appointment and Clinical Privileges**

Nnamdi Azih, M.D.	Active Provisional	Medicine	
Abbie Zeffery, D.O.	Active Provisional	Medicine	
John David Hill, M.D.	Provisional Affiliate-	Orthopaedics	Lancaster/Chester

**Medical Staff Reappointment and Clinical Privileges**

Michael Antonucci, M.D.	Active	Radiology	
Leonardo Bonilha, M.D.	Active	Neurology	
Kathryn Bridges, M.D.	Active	Anesthesiology	
Jessica Broadway, M.D.	Active	Psychiatry	
Eugene Chang, M.D.	Active	Obstetrics & Gynecology	
Robert Cina, M.D.	Active	Surgery	
Christine Cooper, M.D.	Active	Neurology	
Scott Curry, M.D.	Active	Medicine	
Luke Edmondson, M.D.	Active	Pediatrics	
Puja Elias, M.D.	Active	Medicine	
Geoffrey Forbus, M.D.	Active	Pediatrics	
David Griesemer, M.D.	Active	Pediatrics	
Andrew Hardie, M.D.	Active	Radiology	
Jennifer Harper, M.D.	Active	Radiation Oncology	
Marc Heincelman, M.D.	Active	Medicine	
Timothy Heinke, M.D.	Active	Anesthesiology	
Kristen Watson, M.D.	Active	Family Medicine	
Serhan Karvar, M.D.	Active	Medicine	
David Mills, M.D.	Active	Pediatrics	
Amarendra Neppalli, M.D.	Active	Medicine	
Luca Paoletti, M.D.	Active	Medicine	
Chitharanjan Pullattrana, M.D.	Active	Surgery	
Gonzalo Revuelta, D.O.	Active	Neurology	
Rochelle Ringer, M.D.	Active	Surgery	
Julie Ross, M.D.	Active	Pediatrics	
Nathan Rowland, M.D.	Active	Neurosurgery	
Jean Ruddy, M.D.	Active	Surgery	
Maria Salas, M.D.	Active	Medicine	
Stephen Savage, M.D.	Active	Urology	
Andrew Savage, IV, M.D.	Active	Pediatrics	
Mark Scheurer, M.D.	Active	Pediatrics	
Danielle Scheurer, M.D.	Active	Medicine	
Christopher Skorke, M.D.	Active	Anesthesiology	
Nicoleta Sora, M.D.	Active	Medicine	
Alejandro Spiotta, M.D.	Active	Neurosurgery	
Seth Stalcup, M.D.	Active	Radiology	
Charlton Strange, III, M.D.	Active	Medicine	
Carolyn Taylor, M.D.	Active	Pediatrics	
William Vandergrift, III, M.D.	Active	Neurosurgery	
Sylvia Wilson, M.D.	Active	Anesthesiology	
Ricardo Yamada, M.D.	Active	Radiology	
Andrew Alkis, M.D.	Active Provisional	Psychiatry	
Dhiraj Baruah, M.D.	Active Provisional	Radiology	
Joseph Lally, Jr., M.D.	Affiliate	Ophthalmology	

Patrick O'Neill, M.D.                      Affiliate                      Surgery

**Medical Staff Reappointment and Change in Clinical Privileges**

None

**Medical Staff Change in Privileges**

Mary Abel, M.D.                      Active Provisional                      Pediatrics                      Priv

**Professional Staff Initial Appointment and Clinical Privileges**

Wesley Patterson, P.A.C.	Provisional Affiliate	Pediatrics	
Christopher Van Nguyen, P.A.	Provisional Affiliate-	Emergency Medicine	Lancaster/Chester
Adam Gude, D.N.P.	Provisional Allied	Medicine	Florence/Marion
Brooke Earl, A.T.C.	Provisional Allied	Orthopaedics	
Victoria Bowen, LPC	Provisional Allied	Psychiatry	
Laura Buch, P.A.C.	Provisional Allied	Pediatrics	
Joanne Daniel, P.A.C.	Provisional Allied	Urology	
Jessica Dial, D.N.P.	Provisional Allied	Medicine	
Chelsey Massey, A.P.R.N.	Provisional Allied	Anesthesiology	
Lauren Nabors, LISW-CP	Provisional Allied	Psychiatry	
Taylor Unger, AuD	Provisional Allied	Otolaryngology	

**Professional Staff Reappointment and Clinical Privileges**

Maureen Apollo, A.P.R.N.	Allied Health	Psychiatry	
Elizabeth Camposeo, Au.D.	Allied Health	Otolaryngology	
Janet Carter, R.D.	Allied Health	MUHA Dietetic Services	
Keara Cox, C.R.N.A.	Allied Health	Anesthesiology	
Emily Crockett, A.P.R.N.	Allied Health	Medicine	
Jennifer Dahne, Ph.D.	Allied Health	Psychiatry	
Margaret Dorsett, P.A.	Allied Health	Surgery	
Lisa Hart, D.N.P.	Allied Health	Pediatrics	
Ryan Marovich, P.A.C.	Allied Health	Otolaryngology	
Daniel McDonald, M.S.	Allied Health	Radiation Oncology	
Patrick O'Neil, Ph.D.	Allied Health	Psychiatry	
Kimberly Orr, Au.D.	Allied Health	Otolaryngology	
Lauren Pearce, F.N.P.	Allied Health	Medicine	
Amanda Peterson, R.D.	Allied Health	MUHA Dietetic Services	
Elizabeth Poth, Au.D.	Allied Health	Otolaryngology	
Mary Rinehart, F.N.P.	Allied Health	Emergency Medicine	
Stacey Rothwell, P.A.C.	Allied Health	Orthopaedics	
Michelle Sewell, Au.D.	Allied Health	Otolaryngology	
Christine Strange, Au.D.	Allied Health	Otolaryngology	
Katherine Tabor, F.N.P.	Allied Health	Family Medicine	
Tonya Turner, R.D.	Allied Health	MUHA Dietetic Services	
Diana Alford, P.A.C.	Allied Health CFC -	Family Medicine	
Meghan Collins, LISW-CP	Provisional Allied	Pediatrics	
Rebekah Johnson, F.N.P.	Provisional Allied	Family Medicine	
Melissa Lee, P.A.C.	Provisional Allied	Otolaryngology	
Mary Lynch, LMSW	Provisional Allied	Psychiatry	
Claudia Maddox, N.N.P.	Provisional Allied	Pediatrics	
Tracy Mapes, P.A.	Provisional Allied	Emergency Medicine	
Allison Bossong, P.A.C.	Provisional Allied	Family Medicine	

**Professional Staff Reappointment and Change in Privileges**

None

**Professional Staff Change in Privileges**

None

END

**Board of Trustees Credentialing Subcommittee June 2021**  
**The Medical Executive Committee reviewed the following applicants on 06.16.2021**  
**and recommends approval by the Board of Trustees Credentialing Subcommittee effective 6.28.2021**

<b>Medical Staff Initial Appointment and Clinical Privileges</b>			
<b>Initial Appointment and Clinical Privileges; Status : Active Provisional</b>			
Ethan Alexander Ashley, M.D.	Active Provisional	Psychiatry	Charleston Division
Stephen Ballis, M.D.	Active Provisional	Pediatrics	Charleston Division
John Brenton Bushkar, M.D.	Active Provisional	EMM	Charleston Division
Emily Margaret Campbell, M.D.	Active Provisional	Pediatrics	Charleston Division
Andrew Thomas Cibulas, M.D.	Active Provisional	Radiology	Charleston Division
John C Comisi, D.D.S., B.S.	Active Provisional	Oral & Max Surgery	Charleston Division
Thomas Strother Edwards, M.D.	Active Provisional	Otolaryngology	Charleston Division
Susan Linn Evenhouse, M.D.	Active Provisional	Medicine	Charleston Division
Bianca Stephania Farley, M.D.	Active Provisional	Medicine	Charleston Division
Christopher Michael Fatora, M.D.	Active Provisional	Anesthesiology	Charleston Division
Adam Hastings Fox, M.D.	Active Provisional	Medicine	Charleston Division
Kyle Steven Freeman, M.D.	Active Provisional	Radiology	Charleston Division
Chadi Hajar, M.D., M.B.A.	Active Provisional	Path & Lab	Charleston Division
Ellen Legare Hay, M.D.	Active Provisional	Anesthesiology	Charleston Division
Jerry Johnston, Jr., M.D.	Active Provisional	Anesthesiology	Charleston Division
Ismail Mikdat Kabakus, M.D.	Active Provisional	Radiology	Charleston Division
Jacob Aaron Kahn, M.D.	Active Provisional	Radiology	Charleston Division
Andreea Lazar, M.D.	Active Provisional	Anesthesiology	Charleston Division
Nicole Li, M.D.	Active Provisional	EMM	Charleston Division
Claire Elizabeth Milam, M.D.	Active Provisional	EMM	Charleston Division
Christina Marie Mingora, M.D.	Active Provisional	Medicine	Charleston Division
Mario Joseph Nigro, M.D.	Active Provisional	Radiology	Charleston Division
Heather Michelle O'Connor, D.O.	Active Provisional	Path & Lab	Charleston Division
Sam Tomas Ontiveros, M.D.	Active Provisional	EMM	Charleston Division
Holly Samantha Rose, M.D.	Active Provisional	Pediatrics	Charleston Division
Jane Scribner, M.D.	Active Provisional	Dermatology	Charleston Division
Denise Sese, M.D.	Active Provisional	Medicine	Charleston Division
Rani Hassan Shayto, M.D.	Active Provisional	Medicine	Charleston Division
Ian Smith, D.O.	Active Provisional	Radiology	Charleston Division
Jennifer Veronica Smith, M.D.	Active Provisional	Anesthesiology	Charleston Division
Jessica Sara Snider, M.D.	Active Provisional	Path & Lab	Charleston Division
Michelle Courtney Spiegel, M.D.	Active Provisional	Medicine	Charleston Division
Pritee Tarwade, M.B.B.S.	Active Provisional	Anesthesiology	Charleston Division
Charles Spencer Teixeira, D.O.	Active Provisional	Medicine	Charleston Division
Charles Terry, M.D., M.S.C.R	Active Provisional	Medicine	Charleston Division
Joseph Hunter Tipton, M.D.	Active Provisional	Anesthesiology	Charleston Division
Evan Michael Verplancken, M.D.	Active Provisional	EMM	Charleston Division
Charlotte Durant Wallace, M.D.	Active Provisional	Radiology	Charleston Division
Jeffrey T Waltz, M.D.	Active Provisional	Radiology	Charleston Division
Adrienne Wiggins-Metcalf, M.D.	Active Provisional	OBGYN	Charleston Division
Marianne Kerut Wilson, M.D.	Active Provisional	Medicine	Charleston Division
William Daniel Young, M.D.	Active Provisional	Anesthesiology	Charleston Division
<b>Initial Appointment and Clinical Privileges; Status : Provisional Affiliate CFC - Colleague</b>			
Erika Maria Anderson, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Ryan Jeffery Batson, M.D.	Provisional Affiliate CFC - Colleague	Anesthesiology	TRIBE513 Provider Group
Erin Gilmore Bhatia, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Bryan William Brooks, M.D.	Provisional Affiliate CFC - Colleague	Anesthesiology	TRIBE513 Provider Group
William Jeffrey Broome, D.O.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Sarah Margaret Carter, M.D.	Provisional Affiliate CFC - Colleague	Medicine	TRIBE513 Provider Group
Christopher Michael Davis, D.O.	Provisional Affiliate CFC - Colleague	Family Medicine	TRIBE513 Provider Group
Scott Robert Dobson, M.D., M.S.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Daniel Justin Dukes, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Steven Douglas Egge, Sr., M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group

Ashleigh Brooke Gardner, D.O.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Brittiany Hailey Gray, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Melanie Schnoor Greene, M.D.	Provisional Affiliate CFC - Colleague	Medicine	TRIBE513 Provider Group
Matthew Lucas Hardy, D.O.	Provisional Affiliate CFC - Colleague	Family Medicine	TRIBE513 Provider Group
Jennifer Morrison Heegard, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Elizabeth Perry Hipp, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Stephen McAlister Jones, Jr., M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Kelly Whittaker Kline, M.D.	Provisional Affiliate CFC - Colleague	Anesthesiology	TRIBE513 Provider Group
James Coan McAlpine, III, M.D.	Provisional Affiliate CFC - Colleague	Medicine	TRIBE513 Provider Group
Lindsey McAmis Gouge, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Sarah Katherine McNemar, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Ann Winter Meade, M.D.	Provisional Affiliate CFC - Colleague	Medicine	TRIBE513 Provider Group
Carole Irene Mercer, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Katherine Hoeft Minton, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Justin Steven Moll, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Geeta Nangia, M.D.	Provisional Affiliate CFC - Colleague	Psychiatry	TRIBE513 Provider Group
Nicole Evelyn Nassif, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Alanna Ahlers Nutz, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Jeremy Andrew Pickell, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Maya Mathew Powers, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Jocelyn R Renfrow, M.D.	Provisional Affiliate CFC - Colleague	Medicine	TRIBE513 Provider Group
Todd Allan Roemmich, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Joseph Parker Rogers, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Rachel Jones Sine, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Maryann Jose Terzella, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Andrew James White, M.D.	Provisional Affiliate CFC - Colleague	Anesthesiology	TRIBE513 Provider Group
Rebecca Sue Woodlief, M.D.	Provisional Affiliate CFC - Colleague	Pediatrics	TRIBE513 Provider Group

**Initial Appointment and Clinical Privileges; Status : Provisional Affiliate- Colleague- Other**

Bamidele Ayotunde Ajibola, M.D.	Provisional Affiliate- Colleague- Other	Medicine	RHN Lancaster/Chester
Uchechukwu Egbujo, M.D.	Provisional Affiliate- Colleague- Other	Medicine	RHN Lancaster/Chester
Pamela Jean Gizzo, M.D.	Provisional Affiliate- Colleague- Other	EMM	RHN Florence/Marion
Rozi Khan, M.D.	Provisional Affiliate- Colleague- Other	Medicine	RHN Florence/Marion
Opeyemi Olusegun Komolafe, M.D.	Provisional Affiliate- Colleague- Other	Medicine	RHN Florence/Marion
Paras Malhotra, M.D.	Provisional Affiliate- Colleague- Other	Medicine	RHN Lancaster/Chester

RHN all locations Statewide  
Tele Infectious Disease  
Program

Meenakshi A. Pande, M.D.	Provisional Affiliate- Colleague- Other	Medicine	
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**Initial Appointment and Clinical Privileges; Status : Provisional Allied Health**

Kimberly Claire Ryan, C.R.N.A.	Provisional Allied Health	Anesthesiology	Charleston Division
Ashley Denneil Alexander, AGAC-NP	Provisional Allied Health	Neurosurgery	Charleston Division
Faustina Oshoke Bello-Ogunu, MSN	Provisional Allied Health	Dept. of Nursing	Charleston Division
Jessica Dawn Benes, N.N.P.	Provisional Allied Health	Pediatrics	Charleston Division
Donte L Bernard, Ph.D.	Provisional Allied Health	Psychiatry	Charleston Division
Nicole Kahealani Casadona, P.A.	Provisional Allied Health	Medicine	Charleston Division
Candace Gullung Gosnell, C.R.N.A.	Provisional Allied Health	Anesthesiology	Charleston Division
David Brian Haver, Jr., Psy.D.	Provisional Allied Health	Psychiatry	Charleston Division
Kristina Dawn Manning, M.P.A.S.	Provisional Allied Health	Pediatrics	Charleston Division
Hannah Oliva Robidoux, A.P.R.N.	Provisional Allied Health	Dept. of Nursing	Charleston Division
Brian Scott Wirkus, P.A.C.	Provisional Allied Health	Surgery	Charleston Division

**Initial Appointment and Clinical Privileges; Status : Provisional Allied Health CFC**

Cynthia Ann Plasters, LISW-CP	Provisional Allied Health CFC	Family Medicine	Charleston Division
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**Initial Appointment and Clinical Privileges; Status : Provisional Allied Health CFC - Colleague**

Haley Nottingham Keith, P.A.C.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Caroline Hesse Atkins, P.A.C.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Svetlana I Besedina-Skiles, N.P.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Kathryn Ann Campbell, D.N.P.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Tammi Lee Cruice, LPC,	Provisional Allied Health CFC - Colleague	Psychiatry	TRIBE513 Provider Group
Brittaine H Davis, P.A.C.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Charise Dawn Ebersole, N.P.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group



Jennifer D Edwards, M.S.N.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Chenille Taylor Eidson, A.P.N.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Jennifer Lee Goldsmith, P.N.P.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Precious Anne Goode, M.S.N.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Nathan Heffington, FNP-BC	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Hannah Walker Henderson, N.P.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Evelyn Brantley Horne, N.P.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Kathryn K Huguley, N.P.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Vanessa Kanarr, FNP-BC	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Grace King Lott, N.P.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Kate Emily Nattier, P.A.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Elizabeth Miler Rackley, P.A.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Dorothy Stella Ramsey, N.P.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Kristin Malik Rich, LPC	Provisional Allied Health CFC - Colleague	Psychiatry	TRIBE513 Provider Group
William Graham Robinson, FNP	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Erin Phillips Rogers, P.A.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Paige McCown Rostin, N.P.	Provisional Allied Health CFC - Colleague	Medicine	TRIBE513 Provider Group
Jennifer Hardy Singletary, M.S.N.	Provisional Allied Health CFC - Colleague	OBGYN	TRIBE513 Provider Group
Joyce E Snyder, FNP	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Suzanne Finley Ulmer, CNP	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Tania Chacon Vanderbilt, P.A.C.	Provisional Allied Health CFC - Colleague	Pediatrics	TRIBE513 Provider Group
Kathryn Heasley Walker, FNP	Provisional Allied Health CFC - Colleague	OBGYN	TRIBE513 Provider Group

**Application Type : Initial Appointment and Clinical Privileges; Status : Provisional Allied Health- Colleague- Other**

Christine Consonery, P.A.C.	Provisional Allied Health- Colleague- Other	EMM	RHN Marion/Florence
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**Change in Clinical Privileges; Status : Active**

Sami Al Kasab, M.D.	Active	Neurosurgery	add 2nd dept NRL and Moderate Sedation Priv
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**Reappointment and Clinical Privileges; Status : Active**

Joseph Anwar Abro, M.D.	Active	Anesthesiology	Charleston Division
Kathryn Anderson, M.D.	Active	Medicine	Charleston Division
Kevin John Baker, M.D.	Active	Medicine	Charleston Division
Thomas Richard Beaver, M.D.	Active	Path & Lab	Charleston Division
Sonal Bhatia, M.D.	Active	Pediatrics	Charleston Division
Mark Maratka Brodie, M.D.	Active	Medicine	Charleston Division
Abbie Rae Cluver, M.D.	Active	Radiology	Charleston Division
John Michael Costello, M.D.	Active	Pediatrics	Charleston Division
Gregory A. Cote, M.D.	Active	Medicine	Charleston Division
Ryan Dennis Cuff, M.D.	Active	OBGYN	Charleston Division
William Milnes Edwards, Jr., M.D.	Active	Medicine	Charleston Division
Josef Karl Eichinger, M.D.	Active	Orthopaedics	Charleston Division
Ramin Eskandari, M.S., M.D.	Active	Neurosurgery	Charleston Division
Jyotika Kanwar Fernandes, M.D.	Active	Medicine	Charleston Division
Jessica Ashley Forcucci, M.D.	Active	Path & Lab	Charleston Division
Douglas James Glenn, Jr., M.D.	Active	Psychiatry	Charleston Division
Evan Michael Graboyes, M.D.	Active	Otolaryngology	Charleston Division
Irl Brian Greenwell, M.D.	Active	Medicine	Charleston Division
David Alex Gutman, M.D.	Active	Anesthesiology	Charleston Division
Joshua D. Hornig, M.D.	Active	Otolaryngology	Charleston Division
Brian Allan Houston, M.D.	Active	Medicine	Charleston Division
Lanier Burns Jackson, M.D.	Active	Pediatrics	Charleston Division
Gregory Ryan Jackson, M.D.	Active	Medicine	Charleston Division
Lindsey Kathleen Jennings, M.D.	Active	EMM	Charleston Division
Benjamin Chapman Kalivas, M.D.	Active	Medicine	Charleston Division
Morgan Headden Khawaja, M.D.	Active	Pediatrics	Charleston Division
Andrew Glenn Klein, M.D.	Active	Anesthesiology	Charleston Division
Rachana Krishna, M.B.B.S	Active	Medicine	Charleston Division
Sandeepkumar Kuril, M.D.	Active	Pediatrics	Charleston Division
Stuart Marc Leon, M.D.	Active	Surgery	Charleston Division
Aaron Payne Leshner, M.D.	Active	Surgery	Charleston Division

Edward Thomas Lewis, III, M.D.	Active	Psychiatry	Charleston Division
Michael Brian Lilly, M.D.	Active	Medicine	Charleston Division
Joshua Henry Lipschutz, M.D.	Active	Medicine	Charleston Division
George Magrath, III, M.D.	Active	Ophthalmology	Charleston Division
Temeia Denise Martin, M.D.	Active	Psychiatry	Charleston Division
Whitney Erin Marvin, M.D.	Active	Pediatrics	Charleston Division
Jennifer Rebecca Matos, M.D.	Active	Anesthesiology	Charleston Division
Morgan Parker McBee, M.D.	Active	Radiology	Charleston Division
Leah Schrier McBee, M.D.	Active	Pediatrics	Charleston Division
Lacey P MenkinSmith, M.D.	Active	EMM	Charleston Division
Shabbir Hussain Merchant, M.D.	Active	Neurology	Charleston Division
Heidi Jo Murphy, M.D.	Active	Pediatrics	Charleston Division
Ernest Etchegaray Murray, M.D.	Active	Medicine	Charleston Division
Amanda Nicole Overstreet, D.O.	Active	Medicine	Charleston Division
Luz Elizabeth Pacheco, M.D.	Active	Psychiatry	Charleston Division
Remberto Cuenca Paulo, Jr., M.D.	Active	Pediatrics	Charleston Division
Emily Helen Reams, M.D.	Active	Medicine	Charleston Division
Samuel Owens Schumann, III, M.D.	Active	Medicine	Charleston Division
Aalap Shah, M.D.	Active	EMM	Charleston Division
Mark Joseph Siegel, M.D.	Active	Pediatrics	Charleston Division
Joel Matthew Sirianni, M.D.	Active	Anesthesiology	Charleston Division
Ryan Lee Smith, M.D.	Active	Anesthesiology	Charleston Division
Karim Mohamed Soliman, M.D.	Active	Medicine	Charleston Division
Krista Terese Wagoner, M.D.	Active	OBGYN	Charleston Division
Phillip David Warr, M.D.	Active	Medicine	Charleston Division
Daniel Clay Williams, M.D.	Active	Pediatrics	Charleston Division
Phillip Ryan Wilson, II, M.D.	Active	Anesthesiology	Charleston Division
Genevieve Alison Wolpert, M.D.	Active	OBGYN	Charleston Division

**Reappointment and Clinical Privileges; Status : Active Provisional**

Anastasia Angela Alex, M.D.	Active Provisional	Ophthalmology	Charleston Division
Mariam Alexander, M.D., Ph.D.	Active Provisional	Medicine	Charleston Division
Gilbert Bader, M.D.	Active Provisional	Medicine	Charleston Division
Cody Rials Branch, M.D.	Active Provisional	Radiology	Charleston Division
Kevin Todd Dyer, M.D., B.S.	Active Provisional	EMM	Charleston Division
John Morris Green, D.O.	Active Provisional	Anesthesiology	Charleston Division
Parneet Kaur Grewal, M.B.B.S.	Active Provisional	Neurology	Charleston Division
Mamikon Borisovich Gukasov, D.O.	Active Provisional	Anesthesiology	Charleston Division
John William Hohenberger, M.D.	Active Provisional	Radiology	Charleston Division
Rachel Lois Ann Jester, M.D.	Active Provisional	Path & Lab	Charleston Division
Tara Lynn Kelly, M.D.	Active Provisional	Anesthesiology	Charleston Division
Julia Barrett Kendrick, M.D.	Active Provisional	Anesthesiology	Charleston Division
Disha Kohli, M.D.	Active Provisional	Neurology	Charleston Division
Ashish Kurundkar, M.B.B.S	Active Provisional	Path & Lab	Charleston Division
Jordan James McCarthy, M.D.	Active Provisional	EMM	Charleston Division
Amar Miglani, M.D.	Active Provisional	Otolaryngology	Charleston Division
Benjamin Muller, M.D.	Active Provisional	OBGYN	Charleston Division
Laura Elizabeth Murray, M.D.	Active Provisional	Pediatrics	Charleston Division
Oriel Ashley Renault Nissim, M.D.	Active Provisional	OBGYN	Charleston Division
Maxie Logan Phillips, D.O.	Active Provisional	Anesthesiology	Charleston Division
Jonathan Armand Poirier, D.O.	Active Provisional	Radiology	Charleston Division
Cameron Thomas Shull, M.D.	Active Provisional	Anesthesiology	Charleston Division
Eric Calver Swanson, M.D.	Active Provisional	Anesthesiology	Charleston Division
Vilija Jo Vaitaitis, M.Sc., M.D.	Active Provisional	Otolaryngology	Charleston Division
Cameron Beale Wilhoit, M.D.	Active Provisional	Medicine	Charleston Division
Christopher David Wolla, M.D.	Active Provisional	Anesthesiology	Charleston Division
Jeffrey Peter Yourshaw, M.D.	Active Provisional	Medicine	Charleston Division
David William Zaas, M.D.	Active Provisional	Medicine	Charleston Division

**Reappointment and Clinical Privileges; Status : Affiliate**

Bryan Henry Frain, M.D.	Affiliate	Medicine	Charleston Division
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Joseph Michael Lally, Jr., M.D.	Affiliate	Ophthalmology	Charleston Division
Cyrus Faz Loghmanee, M.D.	Affiliate	Surgery	Charleston Division
<b>Reappointment and Clinical Privileges; Status : Affiliate - Colleague</b>			
Eugene Sukpyo Hong, M.D.	Affiliate - Colleague	Family Medicine	Charleston Division
<b>Reappointment and Clinical Privileges; Status : Affiliate CFC - Colleague</b>			
Merritt Stanley Huber, III, M.D.	Affiliate CFC - Colleague	Family Medicine	Charleston Division
Lyle Glenn Walsh, M.D.	Affiliate CFC - Colleague	Medicine	Charleston Division
<b>Reappointment and Clinical Privileges; Status : Allied Health</b>			
Andreana Benitez, Ph.D.	Allied Health	Neurology	Charleston Division
Kathleen Hurlburt Comley, C.R.N.A.	Allied Health	Anesthesiology	Charleston Division
Lindsey Elizabeth DeLoach, MSN	Allied Health	Medicine	Charleston Division
Casey Jane Foster, MSN	Allied Health	Medicine	Charleston Division
Stephanie Leigh Neary, P.A.	Allied Health	Medicine	Charleston Division
Jana Lynn Wheeler, D.N.P.	Allied Health	Otolaryngology	Charleston Division
<b>Reappointment and Clinical Privileges; Status : Allied Health CFC - Colleague</b>			
Cherika Gadson, F.N.P.	Allied Health CFC - Colleague	Family Medicine	Charleston Division
Jameela Sherene Goudarzi, D.N.P.	Allied Health CFC - Colleague	Family Medicine	Charleston Division
Toni Coaxum Pinckney, D.N.P.	Allied Health CFC - Colleague	Family Medicine	Charleston Division
<b>Reappointment and Clinical Privileges; Status : Provisional Affiliate - Colleague</b>			
Nathan A Wigner, M.D., Ph.D.	Provisional Affiliate - Colleague	Orthopaedics	
<b>Reappointment and Clinical Privileges; Status : Provisional Affiliate- Colleague- Other</b>			
Daniel Ray Crow, M.D.	Provisional Affiliate- Colleague- Other	EMM	RHN Lancaster/Chester
Christopher Paul Davis, M.D.	Provisional Affiliate- Colleague- Other	EMM	RHN Lancaster/Chester
Duncan Allen Holaday, M.D.	Provisional Affiliate- Colleague- Other	EMM	RHN Lancaster/Chester
Robert Lorek, P.A.	Provisional Affiliate- Colleague- Other	EMM	RHN Lancaster/Chester
Edward McCutcheon, M.D.	Provisional Affiliate- Colleague- Other	EMM	RHN Lancaster/Chester
Trevor George Robinson, M.D.	Provisional Affiliate- Colleague- Other	EMM	RHN Lancaster/Chester
Alexander Bondoc Vinuya, M.D.	Provisional Affiliate- Colleague- Other	EMM	RHN Lancaster/Chester
<b>Reappointment and Clinical Privileges; Status : Provisional Allied Health</b>			
Anne Marie Albano, Ph.D.	Provisional Allied Health	Psychiatry	Charleston Div Modern Minds Clinic
Kimsey Anne Cooper, M.P.A.S.	Provisional Allied Health	Surgery	Charleston Division
Angela Fay, M.S.	Provisional Allied Health	Medicine	Charleston Division
Christopher T Sege, Ph.D.	Provisional Allied Health	Psychiatry	Charleston Division
Jill Neumann Tibbetts, P.A.C.	Provisional Allied Health	Medicine	Charleston Division
<b>Reappointment and Clinical Privileges; Status : Provisional Allied Health CFC</b>			
NONE			
<b>Reappointment and Clinical Privileges; Status : Provisional Allied Health- Colleague- Other</b>			
Donald Wayne Bowers, Jr., F.N.P.	Provisional Allied Health- Colleague- Other	EMM	RHN Lancaster/Chester
Ian Michael Carrese, P.A.C.	Provisional Allied Health- Colleague- Other	EMM	RHN Lancaster/Chester
Kassi Rose Johnson, P.A.C.	Provisional Allied Health- Colleague- Other	EMM	RHN Lancaster/Chester
<b>END JUNE 2021 ROSTER</b>			

Board of Trustees Credentialing Subcommittee July 2021  
The Medical Executive Committee reviewed the following applicants on July 21, 2021  
and recommends approval by the Board of Trustees Credentialing Subcommittee effective 7.28.21

### Medical Staff Initial Appointment and Clinical Privileges

Julian Amin, M.D.	Active Provisional	Otolaryngology	
Alana Aylward, M.D.	Active Provisional	Otolaryngology	
Susannah Brown, M.D.	Active Provisional	Ophthalmology	
Helen Burton, M.D.	Active Provisional	Medicine	
Parinita Dherange, M.D.	Active Provisional	Medicine	
John Foster, M.D.	Active Provisional	Anesthesiology	
Daniel Furlong, MD	Active Provisional	Urology	
Stephanie Gaydos, M.D.	Active Provisional	Pediatrics	
Kimberly Green, D.O.	Active Provisional	Medicine	
Austin Hester, M.D.	Active Provisional	Urology	
Heather Hinshelwood, M.D.	Active Provisional	Emergency Medicine	
Gregory Hoffman, M.D.	Active Provisional	Emergency Medicine	
Vasanthan Kuppaswamy,	Active Provisional	Medicine	
James Landreneau, M.D.	Active Provisional	Ophthalmology	
Laura McCabe, M.D.	Active Provisional	Psychiatry	
Lauren Mims, D.O.	Active Provisional	Medicine	
Steven Lewis Morgan, M.D.	Active Provisional	Neurosurgery	
Michael Moxley, M.D.	Active Provisional	Obstetrics & Gynecology	
David C Park, M.D.	Active Provisional	Pathology & Lab. Med.	
Ralitza Peneva, M.D.	Active Provisional	Obstetrics & Gynecology	
Maria Reyes, M.D.	Active Provisional	Pathology & Lab. Med.	
Hampton Sasser, M.D.	Active Provisional	Medicine	
Sara Short, M.D.	Active Provisional	Pediatrics	
Christopher Stefonowicz,	Active Provisional	Ophthalmology	
Christopher Stem, M.D.	Active Provisional	Pediatrics	
Anita Tambay, M.D.	Active Provisional	Pediatrics	
Mason Turner, M.D.	Active Provisional	Medicine	
Aravind Viswanathan, M.D.	Active Provisional	Urology	
Caitlin Kessler, D.O.	Provisional Affiliate CFC	Family Medicine	
Jason J Hill, D.O.	Provisional Affiliate CFC	Obstetrics & Gynecology	Tribe513 provider
Jonathan Lekoshere, D.O.	Provisional Affiliate CFC	Family Medicine	Tribe513 provider
Altaf Ahmed, M.D.	Provisional Affiliate-	Orthopaedics	Locum Florence
Monther Altiti, M.D.	Provisional Affiliate-	Surgery	Lancaster/Chester
Charles Ayanleke, M.D.	Provisional Affiliate-	Medicine	Locum Florence/Marion
Jeffery Dorociak, M.D.	Provisional Affiliate-	Medicine	Locum Florence/Marion
Deborah Taylor, M.D.	Provisional Affiliate-	Medicine	Locum Florence/Marion

### Medical Staff Reappointment and Clinical Privileges

Cristin Adams, D.O.	Active	Family Medicine	
Nicholas Amoroso, M.D.	Active	Medicine	
Rubin Auja, M.D.	Active	Psychiatry	
DeAnna Frost, M.D.	Active	Medicine	
Richard Bayer, II, M.D.	Active	Medicine	
David R. Beckert, M.D.	Active	Psychiatry	
Patrick Britell, M.D.	Active	Anesthesiology	
Walter Brzezinski, Jr., M.D.	Active	Medicine	
Milos Budisavljevic, M.D.	Active	Medicine	
Christopher Bunt, M.D.	Active	Family Medicine	
Olga Chajewski, M.D.	Active	Pathology & Lab. Med.	

Bruce Crookes, M.D.	Active	Surgery
Grayce Davis, M.D.	Active	Anesthesiology
Kevin Delaney, M.D.	Active	Surgery
Angela Dempsey-Fanning,	Active	Obstetrics & Gynecology
John Doty, M.D.	Active	Anesthesiology
Derek DuBay, M.D.	Active	Surgery
Autumn Edenfield, M.D.	Active	Obstetrics & Gynecology
Andrew Eiseman, M.D.	Active	Ophthalmology
Meryle Eklund, M.D.	Active	Radiology
Michael Field, M.D.	Active	Medicine
Erin Forster, M.D.	Active	Medicine
Elizabeth Genovese, M.D.	Active	Surgery
Renuka George, M.D.	Active	Anesthesiology
Whitney Graybill, M.D.	Active	Obstetrics & Gynecology
Caitlin Green, M.D.	Active	Medicine
Sean Haley, M.D.	Active	Family Medicine
Kenneth Hanger, Jr., M.D.	Active	Medicine
Kathleen Head, M.D.	Active	Pediatrics
Christopher Heine, M.D.	Active	Anesthesiology
Brian Hess, M.D.	Active	Medicine
Sherron Jackson, M.D.	Active	Pediatrics
Deeksha Jandhyala, M.D.	Active	Medicine
Niren Kapoor, M.D.	Active	Neurosurgery
Tala Kassm, D.O.	Active	Ophthalmology
Minoos Kavarana, M.D.	Active	Surgery
Suzanne Kerns, M.D.	Active	Psychiatry
Cara Litvin, M.D.	Active	Medicine
Aundrea Loftley, M.D.	Active	Medicine
Forrest Lowe, M.D.	Active	Neurology
Claire MacGeorge, M.D.	Active	Pediatrics
Andrew Manett, M.D.	Active	Psychiatry
Camelia Marculescu, M.D.	Active	Medicine
Kristal Anne Matlock, M.D.	Active	Pediatrics
Eric Meissner, M.D.	Active	Medicine
Nicholas Milano, M.D.	Active	Neurology
Phayvanh Pecha, M.D.	Active	Otolaryngology
Lynn Perry, M.D.	Active	Ophthalmology
Angelina Phillips, M.D.	Active	Pathology & Lab. Med.
Bhavadharini Ramu, M.D.	Active	Medicine
Sara Ritchie, M.D.	Active	Pediatrics
Karolinne Rocha, M.D.	Active	Ophthalmology
Amanda Roten, M.D.	Active	Psychiatry
Katherine Ruzhansky, M.D.	Active	Neurology
Erin Seery, M.D.	Active	Psychiatry
Avinash Srikanth, M.D.	Active	Medicine
Daniel Steinberg, M.D.	Active	Medicine
Morsal R Tahouni, M.D.	Active	Emergency Medicine
Thomas Todoran, M.D.	Active	Medicine
Christina Tolbert, M.D.	Active	Psychiatry
John Tucker, M.D.	Active	Medicine
Katherine Twombly, M.D.	Active	Pediatrics
Leonidas Walthall, IV, M.D.	Active	Medicine

Alice Walz, M.D.	Active	Pediatrics
Tracy Wester, M.D.	Active	Anesthesiology
Robert Wildman, M.D.	Active	Neurology
Jeffrey Winterfield, M.D.	Active	Medicine
John Wrangle, M.D.	Active	Medicine
Maria Yared, M.D.	Active	Anesthesiology
Ruth Adekunle, M.D.	Active Provisional	Medicine
Janaina Anderson, M.D.	Active Provisional	Pediatrics
Habib Asmaro, D.M.D.	Active Provisional	Oral & Maxillofacial Surgery
Austin Biggs, M.D.	Active Provisional	Pediatrics
Martin Burke, M.D.	Active Provisional	Anesthesiology
Katherine Chetta, M.D.	Active Provisional	Pediatrics
Elizabeth Diaz, M.D.	Active Provisional	Pediatrics
Toros Dincman, M.D.	Active Provisional	Medicine
Hamza Hashmi, M.D.	Active Provisional	Medicine
Katherine Herbert, M.D.	Active Provisional	Anesthesiology
Anne Kroman, D.O.	Active Provisional	Medicine
Stephanie Kwon, D.O.	Active Provisional	Pediatrics
Dalila Lewis, M.D.	Active Provisional	Pediatrics
William McManigle, M.D.	Active Provisional	Medicine
Joshua Payne, M.D.	Active Provisional	Medicine
Nicolas Pope, M.D.	Active Provisional	Surgery
Nicholas Shaheen, III, M.D.	Active Provisional	Radiology
Toby Steinberg, M.D.	Active Provisional	Anesthesiology
Karthik Tanneru, M.D.	Active Provisional	Urology
Rebecca Teague, M.D.	Active Provisional	Emergency Medicine
Ashley Waring, M.D.	Active Provisional	Medicine
Jordan Whatley, M.D.	Active Provisional	Pediatrics
Lucas Witer, M.D.	Active Provisional	Surgery
Adam Hudepohl, M.D.	Provisional Affiliate CFC	Family Medicine
Keia Hewitt, M.D.	Provisional Affiliate-	Emergency Medicine
Nicholas Langan, M.D.	Provisional Affiliate-	Surgery
Michael McCann, D.P.M.,	Provisional Affiliate-	Orthopaedics
Patricia O'Dierno, M.D.	Provisional Affiliate-	Pediatrics
James O'Kelly, M.D.	Provisional Affiliate-	Urology
Charlie Smith, III, M.D.	Provisional Affiliate-	Surgery
Maria Streck, M.D.	Affiliate CFC	Pediatrics
Gregory Perron, M.D.	Affiliate CFC -	Family Medicine

### Medical Staff Reappointment and Change in Clinical Privileges

None

### Medical Staff Change in Privileges

Amanda Hare, D.N.P.	Allied Health	Neurology
Kaydee Smith, P.A.C.	Allied Health	Neurology
Chloe Stomski, P.A.	Allied Health	Family Medicine

### Professional Staff Initial Appointment and Clinical Privileges

Michaela Buckhannon, LISW-	Provisional Allied	Psychiatry	
Patricia Burns, N.N.P.	Provisional Allied	Pediatrics	
Jody Eblen, M.S.N.	Provisional Allied	Medicine	
Alexis Garcia, Ph.D.	Provisional Allied	Psychiatry	
Elizabeth Hare, C.R.N.A.	Provisional Allied	Anesthesiology	
Victoria O'Hara, P.A.	Provisional Allied	Anesthesiology	
Elizabeth Sottile, LPC	Provisional Allied	Psychiatry	
Megan Scallion, LMSW	Provisional Allied	Family Medicine	
Karis Kellner, P.A.C.	Provisional Allied	Emergency Medicine	Florence/Marion
Kristie Wade, F.N.P.	Provisional Allied	Family Medicine	Lancaster

Chloe Walbourne, P.A.C.      Provisional Allied      Emergency Medicine      Florence/Marion

**Professional Staff Reappointment and Clinical Privileges**

Vicki Allen, P.A.C.	Allied Health	Medicine
Joan Cain, F.N.P.	Allied Health	Medicine
Terri Fowler, D.N.P.	Allied Health	Medicine
Emily Hamilton, A.P.R.N.	Allied Health	Pediatrics
Lindsey Hendrickson, D.N.P.	Allied Health	Medicine
Donna Johnston, C.R.N.A.	Allied Health	Anesthesiology
Muriel Labonte, A.P.R.N.	Allied Health	Medicine
Brian E Lozano, Ph.D.	Allied Health	Psychiatry
Julie Mansfield, P.A.C.	Allied Health	Surgery
Kiira Mendenhall, F.N.P.	Allied Health	Anesthesiology
Deanna Roberts, A.T.C.	Allied Health	Orthopaedics
Joshua P Smith, Ph.D.	Allied Health	Psychiatry
Kathleen Terry, P.A.C.	Allied Health	Surgery
Margarette VanderPloeg,	Allied Health	Surgery
AndreaHall, A.G.N.P.	Provisional Affiliate-	Medicine
Mary A Bergen, LCSW	Provisional Allied	Psychiatry
	Provisional Allied	
Tina Kaminski, LISW-CP	Health	Psychiatry
	Provisional Allied	
Emmi P Scott, Ph.D.	Health	Neurology

**Professional Staff Reappointment and Change in Privileges**

None

**Professional Staff Change in Privileges**

None

**END of ROSTER**

**Board of Trustees Credentialing Subcommittee July 29, 2021**  
**The Medical Executive Committee reviewed the following applicants on July 29, 2021**  
**and recommends approval by the Board of Trustees Credentialing Subcommittee effective 8.1.2021**  
**Medical Staff Initial Appointment and Clinical Privileges**

**Midlands Division (Providence and Kershaw) Acquisition for Aug 1, 2021 start date**

KERSHAW GROUP Acq	Abrams	Jennifer	Babette	DO	EMM	
KERSHAW GROUP Acq	Adams	John	Alexander	MD	MED	GIM
KERSHAW GROUP Acq	Belmar	Paula	Lorena	MD	MED	GIM
KERSHAW GROUP Acq	Borucki	Robert	Bruce	MD	FMD	
KERSHAW GROUP Acq	Christenberry	David	Paul	MD	SUR	GEN Acute Care
KERSHAW GROUP Acq	Garman	Amanda	Michelle	MD	SUR	GEN Acute Care
KERSHAW GROUP Acq	Gill	Edward	Alton	MD	SUR	GEN Acute Care
KERSHAW GROUP Acq	Cimo Hemphill	Christine	Louise	MD	OBGYN	
KERSHAW GROUP Acq	Holmstrom	Tallulah	Fellers	MD	MED	GIM
KERSHAW GROUP Acq	Hutchinson, III	Milford	Berten	MD	OBGYN	Benign
KERSHAW GROUP Acq	Kahler	Guy	Beyer	MD	FMD	
KERSHAW GROUP Acq	Kang	Min	Wook	MD	FMD	
KERSHAW GROUP Acq	Kearse, III	James	Carlisle	MD	FMD	
KERSHAW GROUP Acq	King	Leland	Hoyt	MD	OBGYN	Benign
KERSHAW GROUP Acq	Kohn	Jean	D	MD	EMM	
KERSHAW GROUP Acq	Livaditis	Ioannis		MD	PEDS	GEN PEDS
KERSHAW GROUP Acq	McAlpine, Jr.	James	Coan	MD	MED	GIM
KERSHAW GROUP Acq	Mullins	Julie	Ann	DO	OBGYN	Benign
KERSHAW GROUP Acq	Nasky	Kevin	Michael	DO	Psych	Biobehavioral
KERSHAW GROUP Acq	Olatosi	Akinwale	Olayinka	MD	MED	INF Dis
KERSHAW GROUP Acq	Parrott	John	Talley	MD	ORS	
KERSHAW GROUP Acq	Pennebaker	Gordon	Elliott	MD	FMD	
KERSHAW GROUP Acq	Scheuer, Jr.	Jack	Friedman	MD	MED	GIM
KERSHAW GROUP Acq	Skufca	Daniel	Walter	MD	OPH	
KERSHAW GROUP Acq	Wilberding	Cynthia	Ann	MD	MED	GIM
KERSHAW GROUP Acq	Williamson	Thomas	Bright	MD	MED	Gastro
KERSHAW GROUP Acq	Davis Atkinson	Jessica	Lee	APRN	PSYCH	Geriatric Psy
KERSHAW GROUP Acq	Carter	Jennifer	Henry	PA	FMD	
KERSHAW GROUP Acq	Crawford	Ashley	Wall	FNP	URO	
KERSHAW GROUP Acq	Crawford	Justin	Milton	NP	FMD	
KERSHAW GROUP Acq	Davis	Kelley	Kathleen	FNP	FMD	
KERSHAW GROUP Acq	Divers	Ashley	B	APRN	FMD	
KERSHAW GROUP Acq	Dubose	Anita	M	ACNP	FMD	
KERSHAW GROUP Acq	Hames	Phyllis	Y	NP	FMD	
KERSHAW GROUP Acq	Hendrix	Jamie	Schoolfield	FNP	FMD	
KERSHAW GROUP Acq	Stokes	Jennifer	Lea	NP	FMD	
KERSHAW GROUP Acq	Thomas	Julie	Doar	PA	EMM	
KERSHAW GROUP Acq	Vawter	Jean	A	FNP	URO	
KERSHAW GROUP Acq	Warnock	Kelly	L	FNP	MED	GIM
KERSHAW GROUP Acq	Blake	Anne	B	FNP	FMD	
KERSHAW GROUP Acq	Moore	William	H	OD optometrist	Ophthalmology	
KERSHAW GROUP Acq	Wagner	Virginia	Ellen	MD	PEDS	Gen PED
KERSHAW GROUP Acq	Taylor	Lauren	M	PA	Med	GIM
PROVIDENCE GP Acq	Alderson	M. (Mitchell)	Todd	MD	MED	Cardiology
PROVIDENCE GP Acq	Barnick	Vaughn	Rex	MD	MED	GIM
PROVIDENCE GP Acq	Bauknight, Jr.	Gerald	Conrad	MD	MED	Cardiology
PROVIDENCE GP Acq	Brown	Brandon	Eric	MD	MED	Cardiology
PROVIDENCE GP Acq	Chaudhry	Hina		MD	MED	Pul Critical Care
PROVIDENCE GP Acq	Christensen	Bryan	Lee	MD	ORS	
PROVIDENCE GP Acq	Cooler	Arthur	Watson	MD	SUR	GEN Acute Care
PROVIDENCE GP Acq	Dasgupta	Himadri		MD	MED	Cardiology
PROVIDENCE GP Acq	Devlin	Charlie	Wayne	MD	MED	Cardiology
PROVIDENCE GP Acq	Dougherty	Glen	Noble	MD	MED	Cardiology
PROVIDENCE GP Acq	Foster	Michael	Cameron	MD	MED	Cardiology
PROVIDENCE GP Acq	Gottipaty	Venkateshwar	K	MD	MED	Cardiology



PROVIDENCE GP Acq	Harris	Kelly	Cho	MD	SUR	SUR
PROVIDENCE GP Acq	Huffman	Christopher	James	MD	MED	Cardiology
PROVIDENCE GP Acq	Khoury	Norma	Marie	MD	MED	Cardiology
PROVIDENCE GP Acq	Lone	Bashir	Ahmad	MD	MED	Cardiology
PROVIDENCE GP Acq	Maisuria	Himaxi		MD	MED	Cardiology
PROVIDENCE GP Acq	Morgan	Loren	Garrison	MD	MED	Cardiology
PROVIDENCE GP Acq	Olson	Teresa	Jones	MD	FMD	
PROVIDENCE GP Acq	Orland	Ryan	James	MD	FMD	
PROVIDENCE GP Acq	Phillips	James	William	MD	MED	Cardiology
PROVIDENCE GP Acq	Rhinehart	Rodney	Glenn	MD	MED	Cardiology
PROVIDENCE GP Acq	Rhoe	Jandrette	Atayae	MD	FMD	
PROVIDENCE GP Acq	Richardson	James	Huger	MD	MED	Cardiology
PROVIDENCE GP Acq	Robinson	Jerry	Wayne	MD	MED	GIM
PROVIDENCE GP Acq	Shafi	Nusrat	UL	MD	FMD	
PROVIDENCE GP Acq	Studnicka	Benedict	Richard	MD	MED	GIM
PROVIDENCE GP Acq	Sutton, III	John	Perry	MD	SUR	Cardiothoracic
PROVIDENCE GP Acq	Taylor	Charis	Prichard	MD	MED	GIM
PROVIDENCE GP Acq	Zimmermann	Paul	Anthony	MD	MED	Cardiology
PROVIDENCE GP Acq	Zurcher	Robert	Paul	MD	SUR	Cardiothoracic
PROVIDENCE GP Acq	Molle	Jeffrey	S	MD	SUR	GEN Acute Care
PROVIDENCE GP Acq	Bradshaw	Jennifer	Lynn	NP	MED	Cardiology
PROVIDENCE GP Acq	Cambron	Donna	S	NP	MED	GIM
PROVIDENCE GP Acq	Caudle	Susan	K	PA	SUR	Cardiothoracic
PROVIDENCE GP Acq	Farmer	Allyson	Anne	PA	MED	Cardiology
PROVIDENCE GP Acq	Goodson, III	James	N	NP	FMD	
PROVIDENCE GP Acq	Grant	Angela		NP	MED	Cardiology
PROVIDENCE GP Acq	Grooms	Holly	Lynn	NP	MED	Cardiology
PROVIDENCE GP Acq	Hamner	Carrie	Anne	NP	MED	GIM
PROVIDENCE GP Acq	Hawsey	Laura	A	NP	MED	Cardiology
PROVIDENCE GP Acq	James-Frazer	Irene	Ilona	NP	MED	Cardiology
PROVIDENCE GP Acq	Jenkins	Kathryn	Anne	PA	MED	Cardiology
PROVIDENCE GP Acq	Jordan	Alta	M	NP	MED	Cardiology
PROVIDENCE GP Acq	Khalif	Shakilya	DeAnna Nichole	NP	MED	GIM
PROVIDENCE GP Acq	Kubas	Janet	Lynn	NP	MED	Cardiology
PROVIDENCE GP Acq	Ladner	Petrina	Monique	NP	MED	Cardiology
PROVIDENCE GP Acq	Lorick	Robyn	Helms	NP	MED	Cardiology
PROVIDENCE GP Acq	Lucky	Ala	Bianca Naomi	NP	MED	Cardiology
PROVIDENCE GP Acq	McCain	Sherri	Latosha	NP	FMD	
PROVIDENCE GP Acq	Mullaney	Stephen	Martin	NP	MED	GIM
PROVIDENCE GP Acq	Newell	Jessica	Elizabeth	FNP	SUR	GEN Acute Care
PROVIDENCE GP Acq	Parker	Emily	Cain	PA	SUR	GEN Acute Care
PROVIDENCE GP Acq	Pitts	Whitney	Pellicci	NP	MED	GIM
PROVIDENCE GP Acq	Polson	Misty	W.	NP	MED	GIM
PROVIDENCE GP Acq	Riggin	Kathleen	Ione	NP	MED	Cardiology
PROVIDENCE GP Acq	Sand	Lisa	Marie	PA	MED	Cardiology
PROVIDENCE GP Acq	Schneider	Nicole	Marie	PA	SUR	GEN Acute Care
PROVIDENCE GP Acq	Skinner	Casey	Burner	PA	MED	GIM
PROVIDENCE GP Acq	Steckel	Rosalyn	M	NP	MED	Cardiology
PROVIDENCE GP Acq	Stokes, III	Ernest	Weston	PA	SUR	Cardiothoracic
PROVIDENCE GP Acq	Swieringa	Lien		NP	MED	GIM
PROVIDENCE GP Acq	Taylor	Kayla	Morgan	PA	MED	Cardiology
PROVIDENCE GP Acq	Winestock	Brittany	Joye Hudson	NP	MED	Cardiology
PROVIDENCE GP Acq	Wilkes	Sarah	Feldman	NP	MED	Cardiology
Contracted Providers billing under MUSC name at Providence- COI in file	Thompson	Charles	Armistead	MD	Med	Pul Critical Care
Contracted Providers billing under MUSC name at Providence- COI in file	Feldman	Gregory	J	MD	Med	Pul Critical Care

Contracted Providers billing under MUSC name at Providence- COI in file	Erb	David	Richard	MD	Med	Pul Critical Care
Contracted Providers billing under MUSC name at Providence- COI in file	Abboy	Chandar	No Middle name on SC LLR	MD	Med	Pul Critical Care
Contracted Providers billing under MUSC name at Providence- COI in file	Keiner	Kathleen	Marie	PAC	Med	Pul Critical Care
Contracted Providers billing under MUSC name at Providence- COI in file	Corwin	Kaitlin	Nicole	PA	Med	Pul Critical Care
Contracted Providers billing under MUSC name at Providence- COI in file	Sanger	Rebecca	Madison	NP	Med	Pul Critical Care
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Rodrigo	Joseph	Angel	DO	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Eastlack	Maria	No Middle name on SC LLR	MD	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Blackmon Jr	Benjamin	B	MD	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Gondi	Gokul		MD	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Ansley	Travis	Shelton	DO	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Wegh	William	Walter	DO	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Vullo	John	Frank	MD	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Adefeyisan	Samuel	Adekunle	MD	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Wall	Meagan	Kirkley	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Bemis	Elizabeth	McKoy	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Pinkney	David	No Middle name on SC LLR	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia and Kershaw locations	Ray	Lisa	Smith	CRNA	ANE	
ACQ ANE 1099 PSA Employed Kershaw location only	Skiles	Brittney	Nicole	CRNA	ANE	

ACQ ANE 1099 PSA Employed Kershaw location only	Dove	Gary	Lee	MD	ANE	
ACQ ANE 1099 PSA Employed Kershaw location only	Anderson	Samuel	D	MD	ANE	
ACQ ANE 1099 PSA Employed Kershaw location only	Whittick	Monique	Vanessa	CRNA	ANE	
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ACQ ANE 1099 PSA Employed Kershaw location only	Ray	Stephen	Creighton	CRNA	ANE	
ACQ ANE 1099 PSA Employed Kershaw location only	Schreiber	Joshua	Tobias	CRNA	ANE	
ACQ ANE 1099 PSA Employed Kershaw location only	Gustafson	Todd	R	CRNA	ANE	
ACQ ANE 1099 PSA Employed Kershaw location only	Wilcox	Lelia	Plaxco	CRNA	ANE	
ACQ ANE 1099 PSA Employed Kershaw location only	Thompson	Jamie	B	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Gondi	Gandhi		MD	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Beesburg Jr.	Robert	Yardley	MD	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Hoffman	Judith	Ann	MD	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	May	Bryan	Vincent	MD	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Neil	Jack	Edward	MD	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Coleman	Jordan		CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Sanner	Daniel	Gerard	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Huffstetler	Kimberly	Dana	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Beshay	Michael	Tony	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Prewitt	Margaret	Johnson	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Kearse	Virginia	Rose	CRNA	ANE	

ACQ ANE 1099 PSA Employed Columbia location only	Williams	Kristi	H	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Herstine	Robert	A	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Gonzales, Jr	John	Daniel	CRNA	ANE	
ACQ ANE 1099 PSA Employed Columbia location only	Beriault-Williams	Susan	H	CRNA	ANE	

Samuel D Anderson MD with ANE and Ryan Orland, MD FMD approved pending issuance of SC medical license.

END OF ROSTER



## Trauma Verification

### Board of Trustees

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Charleston SC 29425-0010

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Synopsis: Support of the application for Level I trauma verification is proposed.

WHEREAS the mission of MUSC Health is to improve health and maximize quality of life through education, research and patient care.

WHEREAS the Medical University of South Carolina continues to provide emergency, specialty and subspecialty clinical trauma services, as well as professional and public education, injury prevention, research, and performance improvement programs (collectively, the "Trauma Program"); and

WHEREAS the Medical University of South Carolina intends to continue to meet all requirements and criteria to maintain Level I trauma center verification and support its trauma program.

NOW THEREFORE BE IT RESOLVED that the Medical University of South Carolina Board of Trustees commits to maintain the high standards needed to provide optimal care of all trauma patients and supports the application for Level I trauma verification by the American College of Surgeons, Committee on Trauma.

### CERTIFIED

This is to certify that the foregoing is a true and accurate excerpt from the minutes of the Medical University of South Carolina Board of Trustees meeting held August 12-13, 2021.

---

Mark C. Sweatman, Secretary

## **AMENDMENT AND RESTATEMENT FOR SPECIAL RETIREMENT PLAN TO OPEN PLAN FOR MUSC COMMUNITY PHYSICIANS**

### **KEY POINTS**

The Medical University Hospital Authority adopted the Special Healthcare Alternative Retirement Plan (SHARP) in July 2002.

The MUSC Physicians (UMA) and Hospital Authority leadership advocated implementation of the SHARP to minimize burden on certain job categories of Ambulatory Care employees who were required to transfer to the Hospital Authority payroll in July 2002. The SHARP, unlike the State Retirement Plan(s), does not require an employee contribution. The State Retirement System (now Public Employee Benefits Authority) authorized the Hospital Authority to implement the SHARP.

The Medical University Community Physicians (MCP), the not-for-profit corporation created for employment of physicians in the Midlands clinics, wishes to adopt and sponsor the SHARP plan to allow all employees of MCP to participate. The MCP is not required to participate in the State Retirement Plan(s). The Hospital Authority desires to amend and restate the SHARP to allow for MCP to become an Adopting Employer and allow MCP physicians and staff to participate in the plan.

The Medical University Hospital Authority requests approval of the Amended and Restated Special Healthcare Alternative Retirement Plan (SHARP).

August 13, 2021

**A RESOLUTION**

**AUTHORIZING AMENDMENT AND RESTATEMENT  
OF THE MEDICAL UNIVERSITY HOSPITAL AUTHORITY'S  
SPECIAL HEALTHCARE ALTERNATIVE RETIREMENT PLAN**

WHEREAS, the Medical University Hospital Authority (MUHA) sponsors the Special Healthcare Retirement Plan (SHARP), and

WHEREAS, The Medical University Community Physicians (MCP), the not-for-profit corporation created for employment of physicians in the Midlands clinics, wishes to adopt and sponsor the SHARP plan to allow all employees of MCP to participate; and

WHEREAS, MUHA desires to amend and restate the SHARP to allow for MCP to become an Adopting Employer and allow MCP physicians and staff to participate in the plan.

NOW THEREFORE BE IT RESOLVED that the Medical University Hospital Authority does hereby authorize and ratify the execution of the Amended and Restated Special Healthcare Alternative Retirement Plan, attached hereto and incorporated herein by reference, to include employees of MUSC Community Physicians, a not-for-profit corporation that serves to fulfill the MUSC mission.

IT IS FURTHER RESOLVED, that each officer of the Medical University Hospital Authority (acting alone or jointly) is hereby authorized, empowered and directed to execute such documents, and take such action, in connection and consistent with the preceding resolution, as each such officer deems necessary or appropriate, and any and all such action and execution already undertaken is hereby ratified.

**MEDICAL UNIVERSITY HOSPITAL AUTHORITY**

---

By: Mark C. Sweatman  
Its: Secretary

Date: \_\_\_\_\_

**Exhibit A**

**SPECIAL HEALTHCARE ALTERNATIVE  
RETIREMENT PLAN**

~~PPA~~-AMENDMENT AND RESTATEMENT

Effective as of July 1, ~~2015~~2021



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## SPECIAL HEALTHCARE ALTERNATIVE RETIREMENT PLAN

THE SPECIAL HEALTHCARE ALTERNATIVE RETIREMENT PLAN (hereinafter sometimes called the "Plan") is hereby amended and restated in its entirety this ~~21st~~<sup>10th</sup> day of ~~December, 2015~~<sup>August, 2021</sup>, by **MEDICAL UNIVERSITY HOSPITAL AUTHORITY** (hereafter called the "Employer" or "Company"), effective as of the Effective Date.

### WITNESSETH:

**WHEREAS**, the Employer established the Plan, effective as of July 1, 2002, has reserved the authority to amend the Plan, has exercised such authority by amending and restating the Plan in its entirety to comply with the applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001, Job Creation and Worker Assistance Act of 2002, Pension Funding Equity Act of 2004, the American Jobs Creation Act of 2004, the Gulf Opportunity Zone Act of 2005 and the U.S. Troop Readiness, Veterans' Care, Katrina Recovery and Iraq Accountability Appropriations Act, 2007, the Pension Protection Act of 2006, HEART Act, WRERA, and the U.S. Treasury Regulations promulgated under Internal Revenue Code Section 415, has exercised such authority by amending and restating the Plan in its entirety with respect to applicable requirements for requesting an IRS "Cycle E2" determination letter with respect to the Plan, and desires to exercise such authority by amending and restating the Plan in its entirety with respect to ~~applicable requirements for requesting an IRS "Cycle E2" determination letter with respect to~~including MUSC Community Physicians, a South Carolina nonprofit corporation ("MCP"), as an Adopting Employer and making related changes to the Plan.

**NOW, THEREFORE**, effective as of the Effective Date, the Employer hereby amends and restates the Plan in its entirety as follows:

### ARTICLE 1 DEFINITIONS

- 1.1 ADMINISTRATOR.** The term Administrator means the Employer unless another Administrator is appointed by the Employer pursuant to the provisions of Section 8.1 of the Plan.
- 1.2 ADOPTING EMPLOYER.** The term Adopting Employer means any business which adopts this Plan in writing with the consent of the Company. An Employee's transfer to or from any Employer or Adopting Employer will not affect his or her Participant's Account, Years of Service and Years of Plan Participation. If the Adopting Employer is not an Affiliated Employer, the Employees of the Adopting Employer will be treated separately for purposes of allocating contributions and Forfeitures and for testing under Code §401(a)(4), §401(k), §401(m), §410 and, if the Employer and Adopting Employer do not share Employees, Code §416. An Adopting Employer may terminate participation. MCP (defined above) does hereby adopt and sponsor the Plan as an Adopting Employer, and the Company does hereby consent to such adoption and sponsorship.
- 1.3 AFFILIATED EMPLOYER.** The term Affiliated Employer means any of the following of which the Employer is a part: (1) a controlled group of corporations as defined in Code §414(b); (2) a trade or business (whether or not incorporated) under common control under Code §414(c); (3) any organization (whether or not incorporated) which is a member of an affiliated service group under Code §414(m); and (4) any other entity required to be aggregated under Code §414(o).
- 1.4 AGE.** The term Age means actual attained age.
- 1.5 ANNIVERSARY DATE.** The term Anniversary Date means June 30th.

- 1.6 ANNUITY STARTING DATE.** The term Annuity Starting Date means the first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable as an annuity, the first day all events have occurred which entitle the Participant to such benefit. The first day of the first period for which a benefit is to be received by reason of Disability will be treated as the Annuity Starting Date only if such benefit is not an auxiliary benefit.
- 1.7 BENEFICIARY.** The term Beneficiary means the recipient designated by the Participant to receive the Plan benefits payable upon the Participant's death. Subject to applicable provisions of this Plan regarding the rights of a Participant's spouse and required spousal consent, each Participant may designate a Beneficiary on a form supplied by the Administrator, and may change or revoke that designation by filing written notice with the Administrator. In the absence of a designation, the Participant will be deemed to have designated the following Beneficiaries (if then living) in the following order: (1) his or her surviving spouse, (2) if the Participant's spouse does not survive the Participant, the Participant's surviving issue, per stirpes, or (3) if the Participant is not survived by his spouse or any issue, the Participant's estate. Notwithstanding anything in this Plan to the contrary, a Participant's spouse's written consent shall be required in order for a Beneficiary other than the Participant's spouse to be validly designated as the Participant's Beneficiary; and any written waiver and consent by a Participant's spouse as to the designation of other than such spouse as Participant's Beneficiary shall be signed by the Participant's spouse and witnessed in writing either by a Plan representative or by a notary public.
- 1.8 BREAK IN SERVICE.** The term Break in Service means a 1-Year Period of Severance.
- 1.9 CODE.** The term Code means the Internal Revenue Code of 1986, as amended, and the regulations and rulings promulgated thereunder by the Internal Revenue Service.
- 1.10 COMPENSATION.** The term Compensation means wages within the meaning of Code §3401(a) and all other payments of compensation that are actually paid or made available in gross income during the Plan Year to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement (Form W-2) under Code §6041(d), §6051(a)(3) and §6052. Compensation must be determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2). Compensation will also include amounts not currently includible in gross income by reason of Code §125, §402(e)(3), §402(h), or §403(b), and for Limitation Years beginning on or after January 1, 2001, elective amounts that are not includible in gross income by reason of Code §132(f)(4). Compensation used to determine Plan benefits will not exceed \$~~200~~290,000, as adjusted under Code §401(a)(17). A cost of living adjustment in effect for a calendar year applies to any period not exceeding 12 months over which Compensation is determined (determination period) beginning in such calendar year. If a determination period is less than 12 months, the adjusted \$~~200~~290,000 limitation will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12. Compensation of an Owner-Employee or a Self-Employed Individual will equal Earned Income up to the adjusted \$~~200~~290,000 limitation.
- 1.11 DISABILITY.** The term Disability means a physical or mental condition arising after an Employee has become a Participant which totally and permanently prevents the Participant from performing his or her specified duties for the Employer. The determination as to whether a Participant has suffered a Disability will be made by a physician appointed by the Administrator. If a difference of opinion arises between the Participant and the Administrator as to whether the Participant has suffered a Disability, it will be settled by a majority decision of three physicians,

one to be appointed by the Administrator, one to be appointed by the Participant, and the third to be appointed by the two physicians first appointed herein. However, notwithstanding anything in this Section to the contrary, the term Disability for purposes of this Plan will not include any disability arising from (1) chronic or excessive use of intoxicants or other substances; (2) intentionally self-inflicted injury or sickness; (3) an unlawful act or enterprise by the Participant; or (4) military service where the Participant is eligible to receive a government sponsored military disability pension.

**1.12 EARLY RETIREMENT AGE.** This Plan does not provide a Participant with retirement benefits prior to the date the Participant reaches his or her Normal Retirement Age.

**1.13 EARNED INCOME.** The term Earned Income means the net earnings from self-employment in the trade or business with respect to which the Plan is established, for which personal services of the individual are a material income-producing factor. Net earnings will be determined without regard to items not included in gross income and the deductions allocable thereto. Net earnings will be reduced by deductible contributions by the Employer to a qualified retirement plan. Net earnings will be determined with regard to the deduction allowed to the Employer by Code §164(f).

**1.13A EXECUTIVE DIRECTOR** shall mean the Executive Director of the Employer, serving at a given time. Notwithstanding anything in this Plan to the contrary, any and all authority and discretion of the Company, or the Company's Board of Directors, Board of Trustees or other applicable governing body under this Plan may be exercised by the Executive Director, in his sole discretion; provided, however, the Executive Director may not exercise such authority or discretion for his own personal benefit.

**1.14 EFFECTIVE DATE.** The term Effective Date shall mean July 1, ~~2015~~2021 (except as otherwise may be expressly provided in this Plan); provided, however, that the retroactive effective dates required by the Economic Growth and Tax Relief Reconciliation Act of 2001, Job Creation and Worker Assistance Act of 2002, Pension Funding Equity Act of 2004, the American Jobs Creation Act of 2004, the Gulf Opportunity Zone Act of 2005, the U.S. Troop Readiness, Veterans' Care, Katrina Recovery and Iraq Accountability Appropriations Act, 2007, and the Pension Protection Act of 2006, HEART Act, WRERA and the U.S. Treasury Regulations promulgated under Internal Revenue Code Section 415 (each hereinafter referred to as "Component Legislation" and collectively as "EGTRRA"), or any final Treasury Regulations published and effective since the effective date of the most recent amendment and restatement of this Plan (which precedes this amendment and restatement of this Plan), shall apply as the Effective Date with respect to the applicable provisions of this Plan as necessary for this Plan to qualify under Code Section 401(a) and for the Trust to be exempt under Code Section 501(a); provided, further, to the extent this Plan was operated in accordance with the provisions of this amendment and restatement as of an effective date earlier than that required by EGTRRA or a provision of any Component Legislation, such date shall be the Effective Date with respect to such applicable provisions of this amendment and restatement of this Plan.

**1.15 ELIGIBLE PARTICIPANT.** The term Eligible Participant means a Participant eligible to receive an allocation of Employer contributions and Forfeitures allocable for a Plan Year. Any Participant who is an Employee on the last day of the Plan Year (this requirement may be waived by the Company) will be an Eligible Participant provided the Participant was employed by the Employer at any time during the Plan Year. Any Participant who terminates employment with the Employer before the last day of the Plan Year will only be an Eligible Participant for that Plan Year as follows:

- (a) **Retiring Participants:** A Participant who terminates employment before the last day of the Plan Year for retirement after Normal Retirement Age will be an Eligible Participant if he or she is employed by the Employer at any time during that Plan Year.
  - (b) **Deceased Participants:** A Participant who terminates employment before the last day of the Plan Year on account of death will be an Eligible Participant if he or she is employed by the Employer at any time during that Plan Year.
  - (c) **Disabled Participants:** A Participant who terminates employment before the last day of the Plan Year on account of Disability will be an Eligible Participant if he or she is employed by the Employer at any time during that Plan Year.
  - (d) **Terminated Participants:** A Participant who terminates before the last day of the Plan Year for reasons other than retirement, death or Disability will be an Eligible Participant if he or she is employed by the Employer at any time during that Plan Year.
- 1.16 EMPLOYEE.** The term Employee means any person employed by the Employer or an Adopting Employer as a common law employee. Notwithstanding anything in this Plan to the contrary, if an individual is characterized or classified by the Employer or any Adopting Employer as other than a common law employee, and at a later time the classification or characterization of that individual is changed to that of a common law employee, such individual shall be deemed not to be an Employee for any and all purposes under this Plan for any and all periods of time preceding the date on which is adopted (as opposed to the retrospective effective date, if any, preceding the date of such adoption, as to which such change in characterization or classification becomes applicable) such change of classification or characterization.
- 1.17 EMPLOYER.** The term Employer means Medical University Hospital Authority (or any successor thereto that sponsors this Plan) and any Adopting Employer.
- 1.18 FIDUCIARY.** The term Fiduciary means any individual or entity which exercises any discretionary authority or control over the management of the Plan or over the disposition of the assets of the Plan; renders investment advice for a fee or other compensation (direct or indirect); or has any discretionary authority or responsibility over administration of the Plan.
- 1.19 FISCAL YEAR.** The term Fiscal Year means the Employer's accounting year beginning July 1st and ending the following June 30th.
- 1.20 FORFEITURE.** The term Forfeiture means the amount by which a Participant's Account balance exceeds his or her Vested Interest upon the earlier to occur of (1) the date the Participant receives a distribution of his or her Vested Interest pursuant to Sections 5.4, 5.5, or 5.6; or (2) the date the Participant incurs 5 consecutive 1-year Periods of Severance after Termination of Employment. No Forfeitures will occur solely as a result of the withdrawal of a Participant's own contributions to the Plan, or a Participant's transfer to an Affiliated Employer or Adopting Employer. All Forfeitures will be allocated to the Forfeiture Account pending allocation under Section 3.4.
- 1.21 HIGHLY COMPENSATED EMPLOYEE or HCE.** The term Highly Compensated Employee means any Employee (1) who during the Plan Year or the look-back year was a 5% owner as defined in Code §416(i)(1); or (2) who for the look-back year had Section 415 Compensation in excess of \$80,000 as adjusted under Code §415(d) and was in the group consisting of the top 20% of Employees when ranked on the basis of Section 415 Compensation paid during the look-back year. The look-back year will be the 12 month period immediately preceding the Plan Year for which the determination is being made. The determination of who is a highly compensated former



Employee is based on the rules for determining HCE status as in effect for the Plan Year or the look-back year for which the determination is being made, in accordance with temporary regulation §1.414(q)-1T, A-4 and Notice 97-45.

**1.22 HOUR OF SERVICE.** The term Hour of Service means each hour an Employee is paid, or entitled to payment, by the Employer or an Affiliated Employer for the performance of duties.

**1.23 [RESERVED]**

**1.24 LEASED EMPLOYEE.** The term Leased Employee means any person within the meaning of Code §414(n)(2) and Code §414(o) who is not an Employee of the Employer and who provides services to the Employer if (1) such services are provided pursuant to an agreement between the Employer and a leasing organization; (2) such person has performed services for the Employer or for the Employer and related persons as determined in accordance with Code §414(n)(6) on a substantially full time basis for a period of at least one year; and (3) such services are performed under the primary direction and control of the Employer. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the Employer will be treated as provided by Employer.

**1.25 LIMITATION YEAR.** The term Limitation Year means the Plan Year.

**1.26 MATERNITY OR PATERNITY LEAVE.** The term Maternity or Paternity Leave means that an Employee is absent from work because of the Employee's pregnancy; the birth of the Employee's child; the placement of a child with the Employee in connection with the adoption of such child by the Employee; or the need to care for such child for a period beginning immediately following the child's birth or placement.

**1.26A MCP.** The term MCP means MUSC Community Physicians, a South Carolina nonprofit corporation.

**1.27 NON-HIGHLY COMPENSATED EMPLOYEE or NHCE.** The term Non-Highly Compensated Employee (or NHCE) means any Employee who is not a Highly Compensated Employee.

**1.28 NON-KEY EMPLOYEE.** The term Non-Key Employee means any Employee who is not a Key Employee, including former Key Employees. For purposes of making the allocations in Section 3.5, Non-Key Employee means a Non-Key Employee who either is a Participant or would be a Participant but for the reasons set forth in Section 3.5(a).

**1.29 NORMAL RETIREMENT AGE.** The term Normal Retirement Age means the date a Participant reaches Age 60. There is no mandatory retirement age.

**1.30 NORMAL RETIREMENT DATE.** The term Normal Retirement Date means the same date a Participant reaches Normal Retirement Age.

**1.31 OWNER-EMPLOYEE.** The term Owner-Employee means (1) in the case of an Employer or Affiliated Employer which is an unincorporated trade or business, an individual who owns the entire interest in such Employer or Affiliated Employer; and (2) in the case of an Employer or Affiliated Employer which is a partnership, an individual who owns more than 10% of either the capital interest or the profit interest in such Employer or Affiliated Employer.

**1.32 PARTICIPANT.** The term Participant means any Employee who has met the eligibility and participation requirements of the Plan. However, an individual who is no longer an Employee will



be deemed not to be a Participant if his or her entire Plan benefit (1) is fully guaranteed by an insurance company and is legally enforceable at the sole choice of such individual against such insurance company, provided that a contract, policy, or certificate describing the benefits to which such individual is entitled under the Plan has been issued to such individual; or (2) is paid in a single sum distribution which represents such individual's entire interest in the Plan.

- 1.33 PARTICIPANT'S ACCOUNT.** The term Participant's Account means the account to which is credited a Participant's share of Employer contributions, Forfeitures which are not used to pay administrative expenses or to reduce Employer contributions, and applicable earnings and losses.
- 1.34 PERIOD OF SERVICE.** The term Period of Service means a period commencing on an Employee's Employment Commencement Date or Reemployment Commencement Date and ending on his or her Severance from Service Date. The Employment Commencement Date is the first day an Employee performs an Hour of Service for the Employer or an Affiliated Employer. An Employee will also receive credit for a Period of Service of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days. The Reemployment Commencement Date is the first day following a Period of Severance on which an Employee performs an Hour of Service for the Employer or an Affiliated Employer. Each Participant whose employment was transferred from University Medical Associates to the Company, effective as of July 1, 2002, will be given service credit under this Plan for such Participant's service for University Medical Associates after such Participant has completed a 1-Year Period of Service for the Company.
- 1.35 PERIOD OF SEVERANCE.** The term Period of Severance means the period beginning on the Severance from Service Date and ending on the Reemployment Commencement Date. A Participant will incur a 1-Year Period of Severance if, during a 12-consecutive month period beginning on the Severance from Service Date and ending on the first anniversary of the Severance from Service Date, the Participant fails to perform an Hour of Service. A Participant will also receive credit for any Period of Severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days. In the case of a Participant who is on Maternity or Paternity Leave, the 12-consecutive month period beginning on the first anniversary of the first day of such Maternity or Paternity Leave will not constitute a Period of Severance.
- 1.36 PERMISSIVE AGGREGATION GROUP.** The term Permissive Aggregation Group means a Required Aggregation Group plus any Employer plan(s) which when considered as a group with the Required Aggregation Group would continue to satisfy Code §401(a)(4) and §410.
- 1.37 PLAN.** The term Plan means this profit sharing plan, which is named the Special Healthcare Alternative Retirement Plan.
- 1.38 PLAN YEAR.** The term Plan Year means the Plan's accounting year beginning July 1st and ending the following June 30th.
- 1.39 [RESERVED.]**
- 1.40 [RESERVED.]**
- 1.41 [RESERVED.]**
- 1.42 REQUIRED AGGREGATION GROUP.** The term Required Aggregation Group means (a) each Employer qualified deferred compensation plan in which at least one Key Employee participates or participated at any time during the determination period (regardless of whether the plan has

terminated), and (b) any other Employer qualified deferred compensation plan which enables a plan described in (a) to meet the requirements of Code §401(a)(4) or §410.

**1.43 REQUIRED BEGINNING DATE.** The term Required Beginning Date means for a Participant who is not a 5% owner, and except as otherwise provided in paragraph (c), April 1st of the calendar year following the later of the calendar year in which he or she reaches Age 70½ or the calendar year in which he or she actually retires; and for a Participant who is a 5% owner, April 1st of the calendar year following the calendar year in which he or she reaches Age 70½.

- (a) **Definition Of 5% Owner:** If A Participant will be treated as a 5% owner hereunder if such Participant is a 5% owner as defined in Code §416 at any time during the Plan Year ending with or within the calendar year in which such owner reaches Age 70½. Once distributions have begun to a 5% owner under this Section, they must continue even if the Participant ceases to be a 5% owner in a subsequent year.
- (b) **Pre-Retirement Age 70½ Distributions:** The pre-retirement Age 70½ distribution option is only eliminated with respect to Employees who reach Age 70½ in or after a calendar year that begins after the later of December 31, 1998, or the adoption date of this amended Plan. The pre-retirement Age 70½ distribution option is an optional form of benefit under which benefits payable in a particular distribution form (including any modifications elected after benefit commencement) commence at a time during the period that begins on or after January 1st of the calendar year in which an Employee attains age 70½ and ends April 1st of the immediately following calendar year.
- (c) **Election To Defer Distribution:** In order to defer distribution until the calendar year following the calendar year in which his or her retirement occurs, a Participant who is not a 5% owner who reaches Age 70½ in years after 1995 must make an election to defer by April 1st of the calendar year following the year in which he or she reached Age 70½ (or by December 31, 1997 in the case of a Participant who reached Age 70½ in 1996). If no such election is made, the Participant will begin receiving distributions by April 1st of the calendar year following the year in which he or she reaches age 70½ (or by December 31, 1997 in the case of a Participant who reached Age 70½ in 1996).

**1.44 SECTION 415 COMPENSATION.** The term Section 415 Compensation means a Participant's Earned Income, wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer maintaining the Plan (including, but not limited to, commissions paid salesmen, compensation for services based on a percentage of profits, commissions on insurance premiums, tips and bonuses). However, Section 415 Compensation does not include (a) Employer contributions to a deferred compensation plan which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent they are deductible by the Employee, or any distributions from a plan of deferred compensation; (b) amounts realized from a non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture; (c) amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and (d) other amounts which receive special tax benefits, or contributions made by an Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity described in Code §403(b) (whether or not the amounts are excludable from Employee's gross income). For Limitation Years beginning after December 31, 1997, Section 415 Compensation will include any elective deferrals as defined in Code §402(g)(3), and any amounts which are contributed or deferred at the election of the Participant and are not includible in the gross income by reason of Code §125 or §457. For purposes of applying the limitations described

in this Section, compensation paid or made available during the Limitation Year will include elective amounts that are not includible in gross income by reason of Code §132(f)(4).

- 1.45 SELF-EMPLOYED INDIVIDUAL.** The term Self-Employed Individual means anyone who owns an interest (other than stock) in the Employer and has Earned Income for the Plan Year or who would have had Earned Income but for the fact the Employer had no net profits for the Plan Year.
- 1.46 SEVERANCE FROM SERVICE DATE.** The term Severance from Service Date means the date an Employee retires, dies, or is discharged from employment by the Employer; or, if earlier, the first anniversary of the first date of a period in which an Employee remains absent from service (with or without pay) with the Employer for any reason other than retirement, death, or discharge from employment by the Employer.
- 1.47 SHAREHOLDER-EMPLOYEE.** The term Shareholder-Employee means, in the case of an Employer or Affiliated Employer which is an electing small business corporation, an individual who is an employee or officer of such electing small business corporation and owns, or is considered as owning within the meaning of Code §318(a)(1), on any day during the taxable year of such corporation, more than 5% of the outstanding stock of the corporation.
- 1.48 SUPER TOP HEAVY.** The term Super Top Heavy means the Top Heavy Ratio exceeds 90%.
- 1.49 TERMINATION OF EMPLOYMENT.** Termination of Employment means that a Participant is no longer an Employee for reasons other than retirement, death, or Disability.
- 1.50 TERMINATED PARTICIPANT.** The term Terminated Participant means a Participant who has ceased to be an Employee for reasons other than retirement, death or Disability.
- 1.51 [RESERVED]**
- 1.52 [RESERVED]**
- 1.53 [RESERVED]**
- 1.54 TRUST AGREEMENT.** “Trust” or “Trust Agreement” shall mean the separate agreement of Trust or Trust Agreement entered into between an Employer and the Trustee which governs, among other things, the holding and disposition of all assets, property and interests in property which form a part of the Plan (the “Trust Fund”). The Company has entered into a Trust Agreement, which shall be a part of the Plan (except that the Plan may be amended without the consent or participation of the Trustee). All contributions made pursuant to the Plan shall be paid to the Trustee. The Trust Fund shall be held and disbursed in accordance with the terms of this Plan and the Trust Agreement, as each shall be applicable in the circumstances. No person shall have any interest in, or right to, any part of the Trust Fund held by the Trustee except as expressly provided in the Plan or Trust Agreement. The Trust shall be the sole and exclusive source of benefits under the Plan, and each Participant, Beneficiary or any other person who shall claim the right to any payment or benefit under this Plan shall be entitled to look only to the Trust for such payment or benefit, and shall not have any right, claim or demand therefor against any Employer, any Employee, or any other person or entity (other than the Trust).
- 1.55 TRUSTEE.** The term Trustee means the persons or entity named as trustee or trustees in the Trust Agreement and any successor to such Trustee or Trustees.

- 1.56 TRUST FUND.** The term Trust Fund or Trust means the assets of the Plan, which are held under the Trust Agreement.
- 1.57 VALUATION DATE.** Except as otherwise provided in Section 1.52(c) regarding the Top Heavy Ratio, the term Valuation Date means the date on which the Trustee determines the value of the Trust Fund, which must occur at the end of each business day of the Plan Year except for Plan assets which are not normally valued on a daily basis. Any such assets will be valued at least annually on the last day of each Plan Year, and on such other dates deemed necessary by the Administrator in a manner that does not discriminate in favor of HCEs.
- 1.58 VESTED AGGREGATE ACCOUNT.** The term Vested Aggregate Account means a Participant's Vested Interest in the aggregate value of his or her Participant's Account and any accounts attributable to the Participant's own Plan contributions (including rollovers).
- 1.59 VESTED INTEREST.** The term Vested Interest means a Participant's non-forfeitable percentage in any account maintained on his or her behalf by the Plan. A Participant's Vested Interest in his or her Participant's Account will be determined in accordance with Section 4.6 of the Plan.
- 1.60 1-YEAR PERIOD OF SERVICE.** The term 1-Year Period of Service means a 12-consecutive month Period of Service with the Employer or an Affiliated Employer. A 1-Year Period of Service will be determined in accordance with the following provisions:
- (a) **Determination Of Number Of Periods Of Service:** In determining how many 1-Year Periods of Service should be credited to a Participant for eligibility and vesting, non-successive 1-Year Periods of Service must be aggregated and less than whole year Periods of Service (whether or not consecutive) must be aggregated on the basis that 12 months of service (30 days being deemed to be a month in the case of the aggregation of fractional months) or 365 days of service equals a 1-Year Period of Service.
  - (b) **Rules Relating To Eligibility:** For eligibility, in addition to taking into account an Employee's Period of Service, the Plan will take into account the following Periods of Severance: (1) if the Employee terminates employment and then performs an Hour of Service within 12 months of the Severance From Service Date, the Plan must take into account such Period of Severance; and (2) if an Employee terminates employment with the Employer during an absence from service of 12 months from the date on which the Employee was first absent from service, the Plan must take into account the Period of Severance. Further, in determining an Employee's retention of eligibility to participate in the Plan, the Plan must take into account such Employee's entire Period of Service unless certain Periods of Service may be disregarded under Code §410(a)(5).
  - (c) **Reemployment Before A Break In Service:** For eligibility, if a Participant terminates employment and is reemployed before incurring a Break in Service, such Participant will continue to participate in the Plan and earn credit for Years of Service in the same manner as if the termination of employment had not occurred.
  - (d) **Reemployment After A Period Of Severance:** For eligibility, if a Participant who does not have a Vested Interest in his Participant's Account terminates employment but is reemployed after a 1-Year Period of Severance occurs, his 1-Year Periods of Service before the 1-Year Period of Severance will not be counted in computing his or her Periods of Service if the number of consecutive Periods of Severance equals or exceeds the greater of five or the aggregate number of Periods of Service. The aggregate number of Periods of Service will not include 1-Year Periods of Service previously disregarded hereunder by

reason of prior 1-Year Periods of Severance. If a former Participant's 1-Year Periods of Service are disregarded under this paragraph, he will be treated as a new Employee for eligibility purposes. If a former Participant's 1-Year Periods of Service may not be disregarded under this paragraph, then he will continue to participate in the Plan, or, if terminated, will participate immediately upon reemployment. If a Participant who has a Vested Interest in his or her Participant's Account terminates employment but is reemployed after a 1-Year Period of Severance occurs, such former Participant will become a Participant immediately upon being reemployed.

- (e) **Full And Immediate Vesting:** If this Plan at any time provides that an Employee must complete two 1-Year Periods of Service for eligibility and that an Employee will have a 100% Vested Interest in his or her Participant's Account upon becoming a Participant, the 1-Year Periods of Service of an Employee who incurs a 1-Year Period of Severance before satisfying the eligibility requirements will not be counted for eligibility.
- (f) **Rules Relating To Vesting:** In determining a Participant's Vested Interest in his or her Participant's Account, if a former Participant is reemployed after a 1-Year Period of Severance, the Vested Interest in his or her Participant's Account will be computed as follows: (1) Periods of Service after a Participant has incurred 5 consecutive 1-Year Periods of Severance will not be counted in determining the Vested Interest in his or her Participant's Account which accrued before such 5 year period; and (2) if a Participant does not have a Vested Interest in his or her Participant's Account, Periods of Service before any period of consecutive 1-Year Periods of Severance will not be taken into account if the number of consecutive 1-Year Periods of Severance within such period equals or exceeds the greater of 5 or the aggregate number of Periods of Service before such period.

## ARTICLE 2 PLAN PARTICIPATION

**2.1 ELIGIBILITY REQUIREMENTS.** Except as otherwise provided in this Plan, an Employee will be eligible to become a Participant in the Plan in accordance with and subject to the following provisions:

Any Employee who is not in a class of Employees excluded from Plan participation will be eligible to enter the Plan as a Participant on his or her Employment Commencement Date or Reemployment Commencement Date, subject to the other provisions of this Plan.

**2.2 ENTRY DATE.** An Employee who has satisfied the eligibility requirements in Section 2.1 will enter the Plan as a Participant on the same date he or she satisfies such requirements.

**2.3 [RESERVED.]**

**2.4 CESSATION OF PARTICIPATION.** A Participant's active participation in the Plan will cease if the Participant incurs a Break in Service or on account of the Participant's death or Disability, or on account of retirement on or after reaching Normal Retirement Age. Upon the occurrence of any such event, the benefits of such Participant, if any, will be computed by the Administrator and distributed by the Trustee as hereinafter provided.

**2.5 RESTRICTIONS ON OWNER-EMPLOYEES.** If this Plan provides contributions or benefits for Employees some or all of whom are Owner-Employees, such contributions or benefits can only



be provided with respect to the Earned Income of such Owner-Employee which is derived from the trade or business with respect to which the Plan is established.

- 2.6 NON-BENEFIT AND CERTAIN OTHER SERVICE PROVIDERS.** Notwithstanding anything in this Plan to the contrary, (i) individuals who were employed in any capacity by the ~~Employer~~Company prior to July 1, 2002, shall not be eligible to participate in or benefit under this Plan; (ii) individuals designated by an Employer or Adopting Employer as a "non-benefit service-provider" shall not be considered Employees for purposes of this Plan and shall not be eligible to participate in or benefit under this Plan; ~~and;~~ (iii) only those individuals (A) who are transferred to the Company (and hired and continue to be employed by the Company as Employees) from the University Medical Associates Ambulatory Care Services Division (as of July 1, 2002) or who are employed as Employees of the Company in one of the ~~Employer's~~Company's "job titles" listed on Exhibit "A" (which is attached hereto and incorporated herein by this reference), and (B) who are not described in clause "(i)" or "(ii)" of this Section 2.6, and (C) who are not Highly Compensated Employees as of the date on which they would otherwise be eligible to begin participation in this Plan, and (D) who do not elect to participate in the Employer-related South Carolina Retirement System arrangement or South Carolina State Optional Retirement Program (sometimes known as the South Carolina "State Optional Retirement Plan" or South Carolina "State ORP"), shall constitute the class of Employees of the Company eligible to participate in this Plan (provided, however, that, if an individual's status, classification or characterization changes and such individual is excluded under clause "(i)" or "(ii)" of this Section 2.6 after having been eligible to participate in and benefit under this Plan prior to such change, such individual's service for the Employer shall continue to be counted solely for purposes of obtaining vesting credit with regard to determining the Vested Interest of such individual under this Plan); ~~(the "Proviso"); and (iv) clause "(iii)" of this Section 2.6 shall not apply to Employees of MCP (except that the Proviso shall apply to Employees of MCP).~~ Except as otherwise expressly provided in the ~~last parenthetical of the preceding sentence~~Proviso (concerning certain vesting matters), if and when an individual's status, characterization or classification changes such that such individual is described in clause "(ii)" of this Section 2.6, is not described in ~~clause~~clauses "(iii)" or "(iv)" of this Section 2.6; ~~(as applicable)~~, or is not described in Section 1.16, such individual shall not be part of the class of Employees eligible to participate in or benefit under this Plan.

### ARTICLE 3 CONTRIBUTIONS AND ALLOCATIONS

- 3.1 EMPLOYER CONTRIBUTIONS.** Each Plan Year, the Employer will contribute to the Plan such amounts as it may in its sole discretion determine, subject to the following provisions:
- (a) **Determination Of Amount:** The Employer will determine the amount of the contribution (if any) to be made to the Plan each Plan Year, which contribution shall be allocated in accordance with section 3.2, and will notify the Trustee in writing of the amount contributed. The Employer's determination of the amount of its contribution will be binding on the Trustee, the Administrator and all Participants and may not be reviewed in any manner. However, no contribution may exceed the maximum amount deductible under Code §404; all contributions will be limited as required by Code §415; and no contribution will be made for any Participant who is not an Eligible Participant for the Plan Year unless required by Section 3.5.
  - (b) **Contribution For Mistakenly Excluded Employees:** Notwithstanding paragraph (a) to the contrary, if an Employee should have been included as a Participant in the Plan but is mistakenly excluded for any reason, the Employer will make a contribution to the Plan equal to the sum of (1) the amount which would have been contributed for such Employee,

and (2) the amount of earnings that would have been credited to the excluded Employee's Participant's Account but for the fact that the Employee was mistakenly excluded. Such contributions will be made to the Plan regardless of whether such amounts are ever deductible by the Employer.

- (c) **Refund Of Contributions:** If the Plan fails to initially satisfy the requirements of Code §401(a) and the Employer declines to amend the Plan to satisfy such requirements, contributions made prior to the date qualification is denied must be returned to the Employer within 1 year of the date of denial, but only if the application for qualification is made by the time prescribed by law for filing the Employer's tax return for the taxable year in which the Plan is adopted, or by such later date as the Secretary of the Treasury may prescribe. If a contribution is attributable in whole or in part to a good faith mistake of fact, including a good faith mistake in determining deductibility under Code §404, an amount may be returned to the Employer equal to the excess of the amount contributed over the amount which would have been contributed had the mistake not occurred. Earnings attributable to an excess contribution will not be returned, but losses attributable thereto will reduce the amount returned. Such amount will be returned within 1 year of the date the contribution was made or the deduction disallowed, as the case may be.

(d) **Contributions are Specific to a Contributing Employer:** Except as may be otherwise agreed by and between applicable Employers, contributions to the Plan by an applicable Employer shall be allocated (in accordance with Section 3.2) only to the Accounts of the Eligible Participants who are Employees of that Employer.

**3.2 ALLOCATION OF EMPLOYER CONTRIBUTIONS.** As of each Plan Year, the aggregate of Employer contributions for such Plan Year will be allocated to each Eligible Participant's Account as follows:

5.15% of each Eligible Participant's Compensation. Provided, however, that for specified Plan Year(s), an Employer may designate a greater percentage of each Eligible Participant's Compensation only for the Eligible Participants who are Employees of such Employer.

To the extent the aggregate of Employer contributions for a given Plan Year is insufficient to provide an allocation equal to 5.15% of each Eligible Participant's Compensation for such Plan Year, the aggregate of such Employer contributions for such Plan Year shall be allocated based on the portion that each Eligible Participant's Compensation for such Plan Year bears to the aggregate of all Eligible Participants' Compensation for such Plan Year.

**3.3 ALLOCATION OF EARNINGS AND LOSSES.** As of each Valuation Date, accounts which have not been distributed since the prior Valuation Date will have the net income of the Trust Fund earned since the prior Valuation Date allocated thereto as set forth herein. Net income is the net of any interest, dividends, unrealized appreciation and depreciation, capital gains and losses, and investment expenses of the Trust.

- (a) **Non-Segregated Accounts:** Accounts which have not been segregated from the general Trust Fund for investment will have net income allocated thereto in the ratio that the value of each non-segregated account as of the preceding Valuation Date bears to the total value of all non-segregated accounts as of the preceding Valuation Date. The Forfeiture Account will share in the allocation made under this paragraph.

- (b) **Segregated Accounts And Policy Dividends:** Accounts which have been segregated from the general Trust Fund for investment, including Participant-Directed Investment Accounts established pursuant to Section 7.1 of the Plan, will only have the net income earned thereon allocated thereto.

**3.4 ALLOCATION OF FORFEITURES.** As of the annual Valuation Date, any portion of the Forfeiture Account which has not been used to pay administrative expenses of the Plan will be used to reduce the Employer's contribution for the current Plan Year or a future Plan Year.

**3.5 TOP HEAVY MINIMUM ALLOCATION.** In any Top Heavy Plan Year in which the Employer makes a contribution to the Plan, each eligible Non-Key Employee will receive the Top Heavy Minimum Allocation as follows:

- (a) **Who Must Receive The Allocation:** Except as otherwise provided in paragraph (b), the Top Heavy Minimum Allocation will be made for each eligible Non-Key Employee who is employed by the Employer on the last day of the Plan Year, including those Non-Key Employees who have failed to complete a 1-Year Period of Service and who have been excluded from becoming Participants because (1) their Compensation is less than a stated amount; (2) they declined to make mandatory contributions (if required) to the Plan during the time they were considered to be Participants; or (3) they failed to make an elective contribution to a Code §401(k) plan maintained by the Employer. However, the Top Heavy Minimum Allocation will not be required for any Non-Key Employee who also participates in an Employer sponsored money purchase pension plan or target benefit pension plan which provides a Top Heavy Minimum Allocation to such Non-Key Employee and which is included with this Plan in a Required Aggregation Group.
- (b) **Lesser Allocation Allowed:** If the allocation made to the Participant's Account of each Key Employee under Sections 3.2 and 3.4 is less than 3% of his or her Section 415 Compensation, and if this Plan is not required to be included in an Aggregation Group to enable a defined benefit plan to satisfy Code §401(a)(4) or §410, the Employer's contribution will be reallocated so the Top Heavy Minimum Allocation made for each eligible Non-Key Employee is equal to the largest percentage allocated to the Participant's Account of a Key Employee. Such percentage will be equal to the ratio of the sum of the Employer's contribution and Forfeitures allocated on such Key Employee's behalf divided by his or her Section 415 Compensation.

**3.6 ROLLOVERS.** With the consent of the Administrator, any Employee who has become a Participant in the Plan may transfer amounts to this Plan from another qualified plan. Such transferred amounts are hereafter called Rollovers. Rollovers will be allocated to a Rollover Account in which the Employee will have a 100% Vested Interest. The Administrator may either segregate Rollover Accounts into separate interest bearing accounts (except for such portion as a Participant may choose to self-direct under Section 7.15) or invest them as part of the general Trust Fund, in which case such accounts will share in the allocation of earnings and losses under Section 3.3(a). Rollover Accounts will be administered as follows:

- (a) **Definition Of Rollover:** The term Rollover means amounts transferred to this Plan (1) in a trustee to trustee transfer from another qualified plan; (2) from another qualified plan as a single sum distribution eligible for tax free rollover treatment which is transferred by the Participant to this Plan within 60 days following receipt thereof; (3) from a conduit individual retirement account if the only assets therein were previously distributed to the Participant by another qualified plan as a single sum distribution eligible for a tax free rollover within 60 days of receipt thereof and earnings on said assets; or (4) from a conduit



individual retirement account meeting the requirements of subparagraph (3) and transferred to this Plan within 60 days of receipt thereof.

- (b) **Withdrawal Of Rollovers:** An Employee may withdraw all or any portion of his or her Rollover Account at any time, but any amount withdrawn cannot be redeposited to the Employee's Rollover Account. However, amounts which constitute or are treated as constituting elective contributions as defined in regulation §1.401(k)-1(g)(3) and which were transferred to this Plan in a trustee to trustee transfer from another qualified plan may only be withdrawn in accordance with the limitations set forth in regulation §1.401(k)-1(d). All withdrawal requests must contain the Employee's address, social security number, birth date, and the amount of the withdrawal. A Rollover withdrawal will not prevent an Employee from accruing any future benefit attributable to Employer contributions. An Employee's request to make a Rollover withdrawal must satisfy the applicable spousal consent requirements set forth in Section 5.8 of the Plan.

#### **ARTICLE 4 PLAN BENEFITS**

- 4.1 BENEFIT UPON NORMAL RETIREMENT.** Every Participant who has reached Normal Retirement Age will be entitled to his or her Vested Aggregate Account determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. Distribution will be made under Section 5.1.
- 4.2 BENEFIT UPON LATE RETIREMENT.** A Participant who has reached Normal Retirement Age may elect to remain employed and retire at a later date. Such Participant will continue to participate in the Plan and his or her Participant's Account will continue to receive allocations under Article 3 until the Participant actually retires, at which time the Participant will be entitled to his or her Vested Aggregate Account balance determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. Distribution will be made under Section 5.1.
- 4.3 BENEFIT UPON DEATH.** Upon the death of a Participant prior to Termination of Employment, or upon the death of a Terminated Participant prior to distribution of his or her Vested Aggregate Account, his or her Beneficiary will be entitled to the Participant's Vested Aggregate Account balance determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. If any Beneficiary who is living on the date of the Participant's death dies prior to receiving the entire death benefit, the remaining portion of such death benefit will be paid in a single sum to the estate of such deceased Beneficiary. The Administrator's determination that a Participant has died and that a particular person has a right to receive the deceased Participant's death benefit will be final. Distribution will be made under Section 5.2.
- 4.4 BENEFIT UPON DISABILITY.** If a Participant suffers a Disability prior to Termination of Employment and thereafter retires, or if a Terminated Participant suffers a Disability prior to distribution of his or her Vested Aggregate Account, the Participant will be entitled to his or her Vested Aggregate Account determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. Distribution will be made under Section 5.3.
- 4.5 BENEFIT UPON TERMINATION.** A Participant who incurs a Termination of Employment will be entitled to his or her Vested Aggregate Account balance determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. Distribution will be made under Section 5.4.

**4.6 DETERMINATION OF VESTED INTEREST.** A Participant's Vested Interest in his or her Participant's Account will be determined in accordance with the following provisions:

- (a) **100% Vesting Upon Retirement, Death Or Disability:** A Participant will have a 100% Vested Interest in his or her Participant's Account upon reaching Normal Retirement Age prior to Termination of Employment, or upon death or Disability prior to that date.
- (b) **Vesting Prior To Retirement, Death Or Disability:** Except as otherwise provided in paragraph (a) above, a Participant's Vested Interest in his or her Participant's Account at any given time, including Termination of Employment prior to Normal Retirement Age, death or Disability, will be determined in a non-Top Heavy Plan Year by the vesting schedule which immediately follows this paragraph based on the number of 1-Year Periods of Service the Participant has completed on the date of determination.

<b>Periods Of Service</b>	<b>Vested Interest</b>
Less than 2	0%
2	25%
3	50%
4	75%
5 or more	100%

- (c) **Vesting In A Top Heavy Plan Year:** Notwithstanding the vesting schedule in paragraph (b), the Vested Interest of a Participant's Account in a Top Heavy Plan Year will be determined by the vesting schedule which immediately follows this paragraph. If this Plan ceases to be Top Heavy and the vesting schedule in paragraph (b) becomes effective, a Participant's Vested Interest as determined under the vesting schedule in this paragraph cannot be reduced. Furthermore, any such reversion to the vesting schedule in paragraph (b) will be considered an amendment to this Section and will be treated in accordance with paragraph (d) of this Section pertaining to such amendments.

<b>Periods Of Service</b>	<b>Vested Interest</b>
Less than 2	0%
2	25%
3	50%
4	75%
5 or more	100%

- (a) **Amendments To Vesting Schedule:** No Plan amendment may directly or indirectly reduce a Participant's Vested Interest. If the vesting schedule is amended, a Participant with at least three 1-Year Periods of Service, by filing a written request with the Administrator 60 days after the latest of (1) the amendment's adoption date, (2) the amendment's effective date, or (3) the date the Participant receives written notice of the amendment, may elect to have the Vested Interest in his or her Participant's Account computed by the vesting schedule in effect prior to the amendment. A Participant who fails to make an election will have his or her Vested Interest computed under the new schedule.

**ARTICLE 5  
DISTRIBUTION OF BENEFITS**

**5.1 BENEFIT UPON RETIREMENT.** Unless a cash-out occurs under Section 5.5, the retirement benefit a Participant is entitled to receive under Section 4.1 or 4.2 will be distributed as follows:

- (a) **Form Of Distribution:** All benefits represented by the Vested Aggregate Account of a given Participant entitled to a distribution, or with respect to whom a distribution is applicable, shall be a single-sum distribution.
- (b) **Time Of Distribution:** Distribution under this Section will begin within a reasonable time after the Participant's actual retirement date, but must begin no later than the Required Beginning Date.

**5.2 BENEFIT UPON DEATH.** Unless a cash-out occurs under Section 5.5, the death benefit a Participant's Beneficiary is entitled to receive under Section 4.3 will be distributed in a single-sum distribution. Distribution will be made within a reasonable time after the death of the Participant, but distribution must be made by December 31<sup>st</sup> of the calendar year which contains the 5<sup>th</sup> anniversary of the Participant's death.

- (b) **Surviving Spouse:** Notwithstanding any other Beneficiary designation made by a Participant, if a Participant is married on the date of his or her death, the surviving spouse will be entitled to receive 100% of the deceased Participant's death benefit unless the surviving spouse has waived that right in accordance with Section 1.7. The death benefit will be distributed to the surviving spouse in one single sum in cash. The surviving spouse may (1) elect to have the death benefit distributed within a reasonable time after the death of the Participant; or (2) elect to defer distribution, but distribution may not be deferred beyond December 31<sup>st</sup> of the calendar year in which the deceased Participant would have attained Age 70½.
- (c) **Death Of Surviving Spouse Before Distribution Begins:** If the surviving spouse dies before distribution begins, distribution will be made as if the surviving spouse were the Participant. Distribution will be considered as having commenced when the deceased Participant would have reached Age 70½ even if payments have been made to the surviving spouse before that date.

**5.3 DISABILITY BENEFITS.** Unless a cash-out occurs under Section 5.5, the Disability benefit a Participant is entitled to receive under Section 4.4 will be distributed as follows:

- (a) **Form Of Distribution:** Except as otherwise may be provided hereinafter, all benefits represented by the Vested Aggregate Account of a given Participant entitled to a distribution, or with respect to whom a distribution is applicable, shall be a single-sum distribution.
- (b) **Time Of Distribution:** Distribution under this Section will begin within a reasonable time after the date on which the Participant suffers the Disability, but distribution must begin no later than the Required Beginning Date.

**5.4 BENEFIT UPON TERMINATION.** Unless a cash-out occurs under Section 5.5 or a prior distribution has been made under Section 5.2 or Section 5.3, the benefit a Terminated Participant is entitled to receive under Section 4.5 will be distributed as follows:

- (a) **Form Of Distribution:** Except as otherwise may be provided hereinafter, all benefits represented by the Vested Aggregate Account of a given Participant entitled to a distribution, or with respect to whom a distribution is applicable, shall be a single-sum distribution.

- (b) **Time Of Distribution:** Distribution will be made under this Section within a reasonable time after the Terminated Participant incurs a ~~1-Year Period of Severance~~ From Service, but no later than the Required Beginning Date.

**5.5 CASH-OUT OF BENEFITS.** If the single sum value of a Participant's benefit does not exceed \$1,000, the Administrator may distribute the benefit in a single sum without the Participant's consent as soon as practicable after the date the Participant becomes eligible for a distribution of such benefit, but distribution must occur no later than the date the benefit would otherwise be distributable under the terms of the Plan. That portion of the Participant's Account which is not a Vested Interest will be treated as a Forfeiture. If a Participant's Vested Interest in his Participant's Account is zero on the date of distribution, the Participant will be deemed to have received a distribution of such balance.

**5.6 RESTRICTIONS ON IMMEDIATE DISTRIBUTIONS.** If the single sum value of a Participant's benefit exceeds (or at the time of any prior distribution exceeded) \$1,000, and the benefit is immediately distributable, the benefit may only be distributed with the consent of the Participant, subject to the other provisions of this Plan.

**5.7 RESTORATION OF FORFEITED ACCOUNT BALANCE.** If a Participant with a partially Vested Interest in his or her Participant's Account terminates employment with the Employer and receives (or is deemed to have received) a distribution of such Vested Interest, and such Participant is subsequently reemployed by the Employer prior to incurring five consecutive Breaks in Service, then any amount previously forfeited from such Participant's Account balance will be restored. If a Participant whose Vested Interest in his or her Participant's Account is zero is deemed to receive a distribution of such Vested Interest before the date he or she incurs 5 consecutive Breaks in Service, upon reemployment with the Employer, such Participant's Account balance which is attributable to Employer contributions will be restored to the amount on the date of the deemed distribution.

**5.8 [RESERVED.]**

**5.9 APPLICATION OF CODE SECTION 401(a)(9).** All Plan distributions will be determined and made in accordance with the regulations issued under Code §401(a)(9), including the minimum distribution incidental benefit requirement of regulation §1.401(a)(9)-2, and any provisions in this Plan which reflect Code §401(a)(9) will override any distribution options which are inconsistent with such Code section and regulations.

**5.10 STATUTORY COMMENCEMENT OF BENEFITS.** Unless the Participant otherwise elects, distribution of a Participant's benefit must begin no later than the 60th day after the latest of the close of the Plan Year in which the Participant (1) reaches the earlier of Age 65 or Normal Retirement Age; (2) reaches the 10th anniversary of the year the Participant commenced Plan participation; or (3) terminates service with the Employer. The failure of a Participant and the Participant's spouse to consent to a distribution while a benefit is immediately distributable within the meaning of Section 5.6 will be deemed to be an election to defer payment of any benefit sufficient to satisfy this Section. If this Plan provides for early retirement, a Participant who satisfied the service requirement for early retirement prior to Termination of Employment will be entitled to receive his or her Vested Aggregate Account, if any, upon satisfaction of the age requirement for early retirement (if any).

**5.11 [RESERVED.]**

- 5.12 SEGREGATION OF BENEFIT BEFORE DISTRIBUTION.** As of the Valuation Date coinciding with or next following the date a Participant terminates employment for any reason, the Administrator will, until a distribution is made to the Participant or the Participant's Beneficiary in accordance with Sections 5.1, 5.2, 5.3, 5.4 or 5.5, direct the Trustee to either (1) invest the Participant's Vested Aggregate Account balance determined as of such Valuation Date in a separate account in such investments as the Trustee deems acceptable; or (2) leave the Vested Aggregate Account balance as part of the general Trust Fund, in which case such account will share in the allocation of earnings and losses under Section 3.3(a).
- 5.13 DISTRIBUTION IN EVENT OF INCAPACITY.** If any person entitled to benefits (the "Payee") suffers from a Disability or is under a legal incapacity, payments may be made in one or more of the following ways as directed by the Administrator: (a) to the Payee directly; (b) to the guardian or legal representative of the Payee's person or estate; (c) to a relative of the Payee, to be expended for the Payee's benefit; or (d) to the custodian of the Payee under any Uniform Gifts to Minors Act. The Administrator's determination of minority or incapacity will be final.
- 5.14 DIRECT ROLLOVERS.** A distributee may elect to have any portion of an eligible rollover distribution paid to an eligible retirement plan specified by the distributee in a direct rollover, which is a payment by the Plan to the eligible retirement plan specified by the distributee.
- (a) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or for the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (2) any distribution to the extent such distribution is required under Code §401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation one Employer securities); and (4) the portion of any distribution made on or after January 1, 2000 which is attributable to a hardship distribution described in Code §401(k)(2)(B)(i)(IV).
- (b) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), or a qualified trust described in Code §401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (c) **Definition Of Distributee:** For purposes of this Section, a distributee includes an Employee or former Employee. In addition, an Employee's or former Employee's surviving spouse and an Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code §414(p), are distributees with regard to the interest of the spouse or former spouse.
- 5.15 CERTAIN DISTRIBUTION-RELATED MATTERS.** Notwithstanding anything in this Plan to the contrary, applicable fees, costs, expenses and other charges associated with distributions to or in respect of a given Plan Participant shall be charged against such Participant's Account.

**ARTICLE 6**  
**CODE SECTION 415 LIMITATIONS**

**6.1 MAXIMUM ANNUAL ADDITION.** The maximum Annual Addition as defined in paragraph (c) below made to a Participant's various accounts maintained under the Plan for any Limitation Year beginning after December 31, 1986 will not exceed the lesser of the Dollar Limitation set forth in Section 6.1(a) or the Compensation Limitation set forth in Section 6.1(b), as follows:

- (a) **Dollar Limitation:** For Limitation Years beginning after December 31, 1994, the Dollar Limitation is \$30,000 as annually adjusted pursuant to Code §415(d).
- (b) **Compensation Limitation:** The Compensation Limitation is equal to 25% of the Participant's Section 415 Compensation for the Limitation Year. This limitation will not apply to any contribution made for medical benefits within the meaning of Code §419A(f)(2) after separation from service which is otherwise treated as an Annual Addition or to any amount treated as an Annual Addition under Code §415(l)(1).
- (c) **Annual Additions:** The term Annual Additions means the sum of the following amounts credited to a Participant's Account for the Limitation Year: (1) Employer contributions; (2) Employee contributions; (3) Forfeitures; (4) amounts allocated after March 31, 1984 to an individual medical account, as defined in Code §415(l)(2), which is part of a pension or annuity plan maintained by the Employer; and (5) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code §419A(d)(3), under a welfare fund, as defined in Code §419(e), maintained by the Employer. Annual Additions do not include a Participant's rollovers, loan repayments, repayments of prior Plan distributions or prior distributions of mandatory contributions, direct transfers of contributions from another plan to this Plan, deductible contributions to a SEP, or voluntary deductible contributions.

**6.2 ADJUSTMENTS TO MAXIMUM ANNUAL ADDITION.** In applying the limitation on Annual Additions set forth in Section 6.1, the following adjustments must be made to the limitation:

- (a) **Short Limitation Year:** In a Limitation Year of less than 12 months, the Defined Contribution Dollar Limitation in Section 6.1(a) will be adjusted by multiplying it by the ratio that the number of months in the short Limitation Year bears to 12.
- (b) **Anniversary Date Adjustments:** If a Participant participates in multiple defined contribution plans sponsored by the Employer which have different Anniversary Dates, the maximum Annual Addition in this Plan for the Limitation Year will be reduced by the Annual Additions credited to the Participant's accounts in the other defined contribution plans for such Limitation Year. If a Participant participates in multiple defined contribution plans sponsored by the Employer which have the same Anniversary Date, (1) if only one of the plans is subject to Code §412, Annual Additions will first be credited to the Participant's accounts in the plan subject thereto; and (2) if none of the plans are subject to Code §412, the maximum Annual Addition in this Plan for a given Limitation Year will equal the product of the maximum Annual Addition for such Limitation Year minus any other Annual Additions previously credited to the Participant's account, multiplied by the ratio the Annual Additions which would be credited to a Participant's accounts hereunder without regard to the limitations in Section 6.1 bears to the Annual Additions for all plans described in this paragraph.

**6.3 MULTIPLE PLANS AND MULTIPLE EMPLOYERS.** All defined benefit plans (whether terminated or not) of the Employer will be treated as one defined benefit plan, and all defined



contribution plans (whether terminated or not) of the Employer will be treated as one defined contribution plan. In addition, all Affiliated Employers will be considered a single employer.

**6.4 MULTIPLE PLAN REDUCTION.** For Limitation Years beginning before January 1, 2000, if an Employee is, or has been, a Participant in one or more Employer-sponsored defined benefit plans and in one or more Employer-sponsored defined contribution plans, the sum of the defined benefit plan fraction and the defined contribution plan fraction for any Limitation Year may not exceed 1.0, determined in accordance with the following provisions:

- (a) **Defined Benefit Fraction:** The defined benefit fraction has as its numerator the Participant's Projected Annual Benefits determined as of the close of the Limitation Year and has as its denominator the lesser of 125% of the dollar limitation for the Limitation Year determined under Code §415(b) and §415(d), or 140% of the amount which may be taken into account under Code §415(b)(1)(B) for such Limitation Year. However, with respect to anyone who was a Participant as of the first day of the first Limitation Year beginning after December 31, 1987, in one or more defined benefit plans maintained by the Employer which were in existence on May 6, 1986, the denominator of the defined benefit fraction will not be less than 125% of the Current Accrued Benefit.
- (b) **Definitions:** The term Projected Annual Benefits means the annual benefits payable to a Participant under all defined benefit plans (whether terminated or not) of the Employer as determined under regulation §1.415-7(b)(3); and the term Current Accrued Benefit means a Participant's accrued benefit under a defined benefit plan, determined as if the Participant had separated from service as of the close of the last Limitation Year beginning before January 1, 1987, when expressed as an annual benefit within the meaning of Code §415(b)(2). In determining a Participant's Current Accrued Benefit, the Administrator will disregard any changes to the Plan after May 5, 1986, and any cost of living adjustment after May 5, 1986. The Current Accrued Benefit will only be used as set forth above if the defined benefit plans individually and in the aggregate satisfied the requirements of Code §415 for all Limitation Years beginning before January 1, 1987.
- (c) **Defined Contribution Fraction:** The defined contribution fraction has as its numerator the sum of the Annual Additions to the Participant's Account under all the defined contribution plans (whether terminated or not) maintained by the Employer for the current Limitation Year and all prior Limitation Years (including the Annual Additions attributable to the Participant's non-deductible contributions to all Employer maintained defined benefit plans, whether terminated or not, and the Annual Additions attributable to all welfare benefit funds, as defined in Code §419(e), and individual medical accounts, as defined in Code §415(l)(2) maintained by the Employer), and has as its denominator the sum of the maximum aggregate amounts for the current Limitation Year and all prior Limitation Years the Employee was employed by the Employer (regardless of whether a defined contribution plan was maintained by the Employer). The maximum permissible aggregate amount in any Limitation Year is the lesser of (1) 125% of the dollar limitation in effect in Code §415(c)(1)(A) for such Limitation Year determined without regard to Code §415(c)(6) and adjusted per regulation §1.415-7(d)(1) and Notice 83-10, or (2) 35% of the Participant's Section 415 Compensation.
- (d) **Transition Rule For Denominator:** For defined contribution plans in effect on or before July 1, 1982, the Administrator may elect for any Limitation Year ending after December 31, 1982 that the denominator be the product of the denominator for the Limitation Year ending in 1982 determined under the law in effect for such Limitation Year, multiplied by the Transition Fraction, which is a fraction which has as its numerator the lesser of \$51,875

or 1.4 multiplied by 25% of the Participant's Section 415 Compensation for the Plan Year ending in 1981, and which has as its denominator the lesser of \$41,500 or 25% of the Participant's Section 415 Compensation for the Plan Year ending in 1981. In any Top Heavy Limitation Year, \$41,500 will be substituted for \$51,875 in determining the Transition Fraction unless the Extra Minimum Allocation is being provided in Section 3.5. In a Super Top Heavy Plan Year, \$41,500 will always be substituted for \$51,875.

- (e) **Adjustment Of Fraction:** If an Employee was a Participant as of the end of the first day of the first Limitation Year beginning after December 31, 1986 in one or more defined contribution plans maintained by the Employer which were in existence on May 6, 1986, the numerator of the defined contribution fraction will be adjusted if the sum of such defined contribution fraction and the defined benefit fraction would otherwise exceed 1.0 under the terms of this Plan. Under the adjustment, an amount equal to the product of the excess of the sum of the defined benefit fraction and the defined contribution fraction over 1.0 multiplied by the denominator of the defined contribution fraction will be permanently subtracted from the numerator of the defined contribution fraction. The adjustment will be calculated using the fractions as they would be computed as of the end of the last Limitation Year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the Plan made after May 5, 1986, but using the Code §415 limitation applicable to the first Limitation Year beginning on or after January 1, 1987.
- (f) **Top Heavy Adjustments:** In any Top Heavy Limitation Year, 100% will be substituted for 125% in paragraphs (a) and (c) unless (1) a 7.5% allocation is being provided in Section 3.5, or (2) a Non-Key Employee is being provided with a retirement benefit under a defined benefit plan equal to 3% of his or her average monthly Section 415 Compensation. In any Super Top Heavy Limitation Year, 100% will be substituted for 125% in any event. If the 100% limitation is exceeded for any Participant in any Limitation Year, (1) the Participant's accrued benefit in the defined benefit plan will not be increased; (2) no Annual Additions may be credited to the Participant's accounts under this Plan; and (3) the Participant may not make any contributions, whether voluntary or mandatory, to this Plan or any other Employer sponsored qualified plan.

**6.5 ADJUSTMENT FOR EXCESSIVE ANNUAL ADDITIONS.** If an allocation of Forfeitures or an error in calculating a Participant's Compensation causes the Annual Additions allocated to such Participant's Account to exceed the maximum set forth in Section 6.1, such Participant's Account will be adjusted as follows to reduce such excess:

- (a) **Return Of Employee Contributions:** The Administrator will return any Employee contributions (whether voluntary or mandatory), and will distribute the gains attributable to those Employee contributions, to the extent that such return or distribution would reduce the excess amount in the Participant's Account.
- (b) **Reallocation In The Current Year:** After the return of contributions and the distribution of gains specified in paragraph (a) have been made, and prior to the creation of a Section 415 Suspense Account as set forth in paragraph (c) below, any excess will be reallocated in accordance with Section 3.2 to all Participants who have not yet attained their maximum Annual Addition. If necessary, the Administrator will repeat the reallocation until all Participants have reached their maximum Annual Addition.
- (c) **Remaining Excess:** If an excess amount still remains in a Participant's Account, then (1) if the Participant is employed by the Employer at the end of the Limitation Year, the Administrator will hold the excess in the Section 415 Suspense Account and use it to reduce



Employer contributions (including any allocation of Forfeitures) for the next Limitation Year (and each succeeding Limitation Year if necessary) for the Participant; and (2) if the Participant is not employed by the Employer at the end of a Limitation Year, the excess may not be distributed to the Participant but will be held unallocated in the Section 415 Suspense Account and will be used to reduce future Employer contributions (including the allocation of Forfeitures) for all remaining Participants in the next Limitation Year and each succeeding Limitation Year if necessary.

- (d) **Earnings, Losses And Reallocation:** If the Section 415 Suspense Account is in existence at any time during a Limitation Year pursuant to this Section, it will not share in the allocation of the earnings or losses of the Trust Fund. If the Section 415 Suspense Account is in existence at any time during a particular Limitation Year, all amounts in such account must be allocated and reallocated to Participants' Accounts before any Employer contributions or any Employee contributions may be made to the Plan for that Limitation Year. Excess amounts in the Section 415 Suspense Account may not be distributed to Participants or former Participants.

## ARTICLE 7 PARTICIPANT-DIRECTED INVESTMENTS

### 7.1 PARTICIPANT-DIRECTED INVESTMENTS.

- (a) **Participant is Named Fiduciary.** Each Participant (or, in the event of such Participant's death, such Participant's Beneficiary) is, for purposes of any and all actions and/or omissions undertaken with respect to investment of such Participant's interest in the Plan by such Participant pursuant to Participant self-direction, designated a "named fiduciary," within the meaning of Section 403(a)(1) of the Employee Retirement Income Security Act of 1974, as amended from time to time, and shall have sole responsibility for the investment of such Participant's interest in the Plan with respect to such Participant's Account.
- (b) **Establishment of Elective Investment Funds.** At the direction of the Administrator, the Trustee shall establish and maintain such optional investment funds as may be selected and designated by the Administrator. Such optional investment funds shall include such investments (including, without limitation, investment funds) as may be selected and designated from time to time by the Administrator, in its sole discretion.
- (c) **Direction by Participants.** Subject to rules under and limitations of the Plan, each Participant may manage and direct (and thereby exercise control over) the investment and reinvestment of all of such Participant's Account. Should the Administrator establish any rules with respect to investments directed by Participants, it shall so advise the Trustee. The Trust Fund shall be segregated into one or more separate accounts equal in number and corresponding to the number of Participant Accounts, as may exist from time to time, the investment of which shall be directed and managed by the applicable Participant, which are to be known as "participant-directed accounts," and which shall be invested in one or more of the optional investments funds or other or similar arrangements established pursuant to this Article 7, subject to such rules of which the Trustee has been advised by the Administrator as aforesaid. Upon instruction by the Administrator, the Trustee shall charge against a Participant's account any expenses attributable to investments directed by that Participant.
- (d) **Certain Liability Matters.** The Trustee, each Employer and the Committee shall not be liable or responsible for any loss resulting to the Participant's Accounts because of any sale or investment directed by the Participant under this Article 7 or because of the failure to take any action regarding an investment acquired pursuant to such elective investment.

The Trustee, each Employer and the Committee shall be indemnified by the Participant from and against any personal liability to which the Trustee, each Employer and/or the Committee may be subjected due to carrying out an elective investment directed by the Participant or for failure to act in the absence of instructions from the Participant.

- (e) **ERISA 404(c).** This Plan (and related trust) are intended to apply, and provide the protection of, section 404(c) of the Employee Retirement Income Security Act of 1974, as amended, with respect to each Participant's Account and the entire Trust Fund.

- 7.2 FEES, COSTS, ETC.** Notwithstanding anything in the Plan or the Trust to the contrary, applicable fees, costs, expenses and other charges associated with distributions to or in respect of a given Plan Participant shall be charged against such Participant's Account.

## **ARTICLE 8 DUTIES OF THE ADMINISTRATOR**

- 8.1 APPOINTMENT, RESIGNATION, REMOVAL AND SUCCESSION.** Each Administrator appointed by the Employer will continue until his or her death, resignation, or removal by the Employer, and any Administrator may resign by giving 30 days written notice to the Employer. If an Administrator dies, resigns, or is removed, his or her successor will be appointed as promptly as possible, and such appointment will become effective upon its acceptance in writing by such successor. Pending the appointment and acceptance of any successor Administrator, any acting or remaining Administrator will have full power to act.
- 8.2 POWERS AND DUTIES OF THE ADMINISTRATOR.** The powers and duties of the Administrator will include: (a) appointing the Plan's attorney, accountant, actuary, or any other party needed to administer the Plan; (b) directing the Trustees with respect to payments from the Trust Fund; (c) communicating with Employees regarding their participation and benefits under the Plan, including the administration of all claims procedures; (d) filing any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency; (e) reviewing and approving any financial reports, investment reviews, or other reports prepared by any party under (a); (f) establishing a funding policy and investment objectives consistent with the purposes of the Plan and the Employee Retirement Income Security Act of 1974; and (g) construing and resolving any question of Plan interpretation. The Administrator's interpretation of Plan provisions, including eligibility and benefits, is final, and unless it can be shown to be arbitrary and capricious will not be subject to "de novo" review. If there is more than one Administrator, the Administrators may delegate specific responsibilities among themselves, including the authority to execute documents unless the Employer revokes such delegation. The Employer and Trustee will be notified in writing of any such delegation of responsibilities, and the Trustee thereafter may rely upon any documents executed by the appropriate Administrator.
- 8.3 EMPLOYMENT OF AGENTS AND COUNSEL.** The Administrator may appoint such actuaries, accountants, custodians, counsel, agents, consultants, and other persons deemed necessary or desirable in connection with the administration and operation of the Plan. The actions of any such third parties will be subject to the limitations of applicable law.
- 8.4 COMPENSATION AND EXPENSES.** The Administrator may receive such compensation as agreed upon between the Employer and the Administrator, but any person who already receives full-time pay from the Employer may not receive any fees for services to the Plan as Administrator or in any other capacity. The Employer will pay all reasonable expenses incurred by the Administrator in the performance of its duties. If the Employer fails to pay such expenses, the Trustee will reimburse the Administrator out of the Trust Fund. Expenses will be paid by each

Adopting Employer in the ratio that each Adopting Employer's Participants' Accounts bears to the total of all the Participants' Accounts.

**8.5 CLAIMS PROCEDURES.** Upon retirement, death, Disability or Termination of Employment, the Participant or representative of such Participant may apply to the Administrator requesting payment of benefits due and the manner of payment, in accordance with the following:

- (a) **Automatic Payment If No Application Is Made:** If no application for benefits is made and no cash-out of benefits occurs under Section 5.5, the Administrator will automatically pay a Participant's Vested Aggregate Account in the form that does not require spousal consent no later than the time prescribed in Section 5.10.
- (b) **Denial Of Claim:** If an application for benefits is made, the Administrator will accept, reject, or modify such request and will notify the Participant in writing setting forth the Administrator's response and, in the case of a denial or modification, the Administrator will (1) state the specific reason or reasons for the denial, (2) provide specific reference to pertinent Plan provisions on which the denial is based, (3) provide a description of any additional material or information necessary for the Participant or his representative to perfect the claim and an explanation of why such material or information is necessary, and (4) explain the Plan's claim review procedure as contained herein.
- (c) **Review Procedure:** In the event the request is rejected or modified, the Participant or his representative may within 60 days following receipt by the Participant or representative of such rejection or modification, submit a written request for review by the Plan Administrator of its initial decision. Within 60 days following such request for review, the Plan Administrator will render its final decision in writing to the Participant or representative stating specific reasons for such decision. If the Participant or representative is not satisfied with the Plan Administrator's final decision, the Participant or representative can institute an action in a federal court of competent jurisdiction; for this purpose, process would be served on the Plan Administrator.

**8.6 QUALIFIED DOMESTIC RELATIONS ORDERS.** A Qualified Domestic Relations Order, or QDRO, is a signed domestic relations order issued by a State Court which creates, recognizes or assigns to an alternate payee(s) the right to receive all or part of a Participant's Plan benefit. An alternate payee is a Spouse, former Spouse, child, or other dependent of a Participant who is treated as a Beneficiary under the Plan as a result of the QDRO. The Administrator will determine if a domestic relations order is a QDRO as follows:

- (a) **Administrator's Determination:** Promptly upon receipt of a domestic relations order, the Administrator will notify the Participant and any alternate payee(s) named in the order of such receipt, and will include a copy of this Section 8.6. Within a reasonable time after receipt of the order, not to exceed 60 days, the Administrator will make a determination as to whether or not the order is a Qualified Domestic Relations Order as defined in Code §414(p), and the Administrator will promptly notify the Participant and any alternate payee(s) in writing of the determination.
- (b) **Specific Requirements Of QDRO:** In order for a domestic relations order to be a QDRO, it must specifically state all of the following: (1) the name and last known mailing address (if any) of the Participant and of each alternate payee covered by the order. However, if it does not specify the current mailing address of the alternate payee, but the Administrator has independent knowledge of that address, the QDRO will still be valid; (2) the dollar amount or percentage of the Participant's benefit to be paid by the Plan to each alternate

payee, or the manner in which the amount or percentage will be determined; (3) the number of payments or period for which the order applies; and (4) the specific plan (by name) to which the order applies. The domestic relations order will not be deemed a QDRO if it requires the Plan to provide any type or form of benefit, or any option not already provided for in the Plan, or increased benefits, or benefits in excess of the Participant's Vested Interest, or payment of benefits to an alternate payee which are required to be paid to another alternate payee under another QDRO.

- (c) **Disputed Orders:** If there is a question as to whether a domestic relations order is a QDRO, the payout to any payee (including the Participant) will be delayed until the status is resolved. In such event, the Administrator will segregate the amount that would have been payable to the alternate payee(s) as if the order had been deemed a QDRO. If the order is not determined to be a QDRO, or the status is not resolved (for example, it has been sent back to the Court for clarification or modification) within 18 months beginning with the date the first payment would have to be made under the order, the Administrator will pay the segregated amounts plus interest to the person(s) who would have been entitled to the benefits had there been no order. If a determination as to the qualified status of the order is made after the 18-month period, the order will only be applied on a prospective basis. If the order is determined to be a QDRO, the Participant and alternate payee(s) will again be notified promptly after such determination. Once an order is deemed a QDRO, the Administrator will pay to the alternate payee(s) all the amounts due under the QDRO, including segregated amounts plus interest which may have accrued during a dispute as to the order's qualification.
- (d) **Payment Prior To Separation From Service:** A QDRO may provide for the payment of benefits to an alternate payee prior to the time a Participant has terminated employment. Further, such payment can be made even if the affected Participant has not yet reached the Earliest Retirement Age. For purposes of this paragraph, the term Earliest Retirement Age means the earlier of (1) the date on which the Participant is entitled to a distribution under this Plan, or (2) the later of (i) the date the Participant attains age 50, or (ii) the earliest date on which the Participant could receive benefits under this Plan if the Participant terminated employment with the Employer.
- (e) **Effect Of QDRO On Survivor Annuity:** Notwithstanding Section 5.1 and 5.2 to the contrary, a Participant's benefits which are payable from the Plan in the form of a Qualified Joint and Survivor Annuity or in the form of a Qualified Preretirement Survivor Annuity need not be paid in such form if such payment is inconsistent with, or has been modified by, the terms of a Qualified Domestic Relations Order.

## ARTICLE 9 AMENDMENT, TERMINATION AND MERGER

- 9.1 AMENDMENT AND TERMINATION.** The Company, and its successors and assigns, shall have the right to amend, from time to time, and/or terminate, this Plan (and/or related trust) by resolution of the Company's Board of Directors, Board of Trustees, Executive Committee or other applicable governing body, or by other permitted action; and each such amendment, and/or termination, as the case may be, shall be applicable to, and effective and operative under, this Plan as adopted by each Employer and Adopting Employer which is not the Company (without any execution, authorization, consent or other action or omission by or on behalf of any such Employer or Adopting Employer which is not the Company), and this Plan as adopted by the Company. In addition, the Company's Vice President of Operations and Executive Director (serving at a given time) or the Company's President (serving at a given time) shall have the right to amend, from time

to time this Plan (and/or related trust) by execution of a writing on behalf of the Company (without the need for any authorization or other action or consent on the part of the Company's Board of Directors, Board of Trustees, Executive Committee or other applicable governing body); and each such amendment shall be applicable to, and effective and operative under, this Plan as adopted by each Employer and Adopting Employer which is not the Company (without any execution, authorization, consent or action or omission by or on behalf of any such Employer or Adopting Employer which is not the Company), and this Plan as adopted by the Company. Notwithstanding anything to the contrary in this Section 9.1, an Adopting Employer may amend this Plan only with respect to the second sentence of Section 3.2, and only as to the allocation percentage for one or more Plan Years for the Eligible Participants who are Employees of such Adopting Employer. Any amendment under the preceding sentence by an Adopting Employer may be adopted and executed by the Adopting Employer's board of directors or other applicable governing body, or President, Chair or other applicable highest ranking officer.

- 9.2 MERGER OR CONSOLIDATION.** This Plan and Trust may not be merged or consolidated with, nor may any of its assets or liabilities be transferred to, any other plan, unless the benefits payable to each Participant if the Plan was terminated immediately after such merger, consolidation or transfer would be equal to or greater than the benefits such Participant would have been entitled to if this Plan had been terminated immediately before such merger, consolidation or transfer.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

- 10.1 NO CONTRACT OF EMPLOYMENT.** Except as otherwise provided by law, neither the establishment of this Plan, nor any modification hereto, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving any Participant or other person any legal or equitable rights against the Employer, any officer or Employee thereof, or the Trustee, except as herein provided; and the terms of employment of any Participant will not be modified or affected by this Plan.
- 10.2 TITLE TO ASSETS.** No Participant or Beneficiary will have any right to, or any interest in, any assets of the Trust upon separation from service with the Employer, Affiliated Employer, or Adopting Employer, except as otherwise provided by the terms of the Plan.
- 10.3 QUALIFIED MILITARY SERVICE.** Notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with the requirements of Code §414(u).
- 10.4 BONDING OF FIDUCIARIES.** Every Fiduciary other than a bank, an insurance company, or a Fiduciary of an Employer which has no common-law employees, will be bonded in an amount not less than 10% of the amount of funds under such Fiduciary's supervision, but such bond will not be less than \$1,000 or more than \$500,000. The bond will provide protection to the Plan against any loss for acts of fraud or dishonesty by a Fiduciary acting alone or in concert with others. The cost of such bond will be an expense of either the Employer or the Trust, at the election of the Employer.
- 10.5 SEVERABILITY OF PROVISIONS.** If any Plan provision is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of this Plan, and this Plan will be construed and enforced as if such provision had not been included.
- 10.6 GENDER AND NUMBER.** Words used in the masculine gender will be construed as though they were also used in the feminine or neuter gender where applicable, and words used in the singular will be construed as though they were also used in the plural where applicable.

- 10.7 HEADINGS AND SUBHEADINGS.** Headings and subheadings are inserted for convenience of reference. They constitute no part of this Plan and are not to be considered in its construction.
- 10.8 LEGAL ACTION.** In any claim, suit or proceeding concerning the Plan and/or Trust which is brought against the Trustee or the Administrator, this Plan and Trust will be construed and enforced according to the laws of the state in which the Employer maintains its principal place of business, to the extent that is not preempted by ERISA; and unless otherwise prohibited by law, either the Employer or the Trust, in the sole discretion of the Employer, will reimburse the Trustee and/or Administrator for all costs, attorneys fees and other expenses associated with any such claim, suit or proceeding.
- 10.9 NO FAVORABLE TAX RESULT GUARANTEED.** Notwithstanding anything in this Plan to the contrary, or any other document, writing or communication (written or verbal), past, present or future, neither the Employer nor any other person or entity guarantees, warrants or otherwise represents that the Plan will produce any favorable or desired tax result; and any statement, inference or other communication to the contrary (under this Plan or separate from this Plan or otherwise) is and shall be subject to the provisions and qualifications and disclaimer of this sentence.

**See Addenda and Exhibit “A” which are attached hereto and incorporated herein by this reference.**

**IN WITNESS WHEREOF**, this amendment and restatement of the Plan has been executed by the Employer as of the date first above-written.

**COMPANY:**

Medical University Hospital Authority

By: \_\_\_\_\_  
Its: Executive Director

**ADOPTING EMPLOYER:**

MUSC Community Physicians

By: \_\_\_\_\_  
Its: Chair



## EXHIBIT "A"

### Special Healthcare Alternative Retirement Plan

#### JOB TITLE

Licensed Practical Nurse	Dental Assistant I-MUSC
LPN II-MUSC	Dental Asst II-MUSC
LPN II	Pharmacy Technician
Registered Nurse I	Sterile Proc Spec I-MUSC
Staff Nurse	Processing/Sterilization Tech
Clinical Nurse I-MUSC	EKG Technician-MUSC
Registered Nurse II	Clinical Associate Apprentices
Clinical Nurse II-MUSC	Non-Certified Ophthalmic Assis
Clinical Nurse III-MUSC	Certified Ophthalmic Technicia
Clinical Nurse	Medical Assistant Techn II
Clinical Nurse Coordinator	Ground Transport Techn-MUSC
Clinical Nurse Leader	Dental Hygienist I-MUSC
Nurse Practitioner I	Clinical Assoc-MUSC
Nurse Practitioner II	Dental Asst III-MUSC
Nurse Practitioner III	Pharmacy Technician II
Acute Care Nurse Pract I-MUSC	Pharmacy Technician I
Acute Care Nurse Pract II-MUSC	Instrument Production Tech
Acute Care Nurse Practitioner	Sterile Proc Spec Supv-MUSC
Clinical Nurse IV-MUSC	EKG Tech
Clinical Nurse V-MUSC	Orthoptist
Clinical Nurse V	Student Technician/Nurse Ext
Nursing Clinical Care Coordinator	Dental Assistant/Technician
	Dental Assistant/Technician II
Phys Therp Asst I	Technical Medical Assoc I
Physical Therapist Asst I-MUSC	Paramedic-MUSC
Physical Therapist Asst II	Imaging Associate I-MUSC
Physical Therapist Asst II-MUSC	Dental Hygienist II-MUSC
Occupational Therapy Asst	Dental Lab Tech I-MUSC
Occup Therapy Asst – MUSC	Dental Lab Tech II-MUSC
Physician's Asst	Resp Therapy Tech-MUSC
Respiratory Therapist I	Surgical Technician
Respiratory Therapist I-MUSC	Sterile Proc Spec Supv-MUSC
Respiratory Therapist II	Biomedical Equip Tech I-MUSC
Respiratory Therapist II-MUSC	Electroneurodiag Tech I-MUSC
Resp Therap Supv-MUSC	Histology Technician-MUSC
Respiratory Therapist Supervi	Technical Medical Asso II
Radiation Therapist	Mammography Technologist
Dosimetrist	CT Technologist
Medical Assistant	MRI Technologist
Medical Assistant Techn I	Angio/Special Procedure Techn
Patient Care Techn-MUSC	Radiologic Technologist/Diagn
Patient Care Asst-MUSC	Imaging Assoc II-MUSC
Patient Care Tech-Clin Svcs	Imaging Supervisor I-MUSC



Nuclear Med Technol-MUSC  
Biomed Equip Tech II-MUSC  
Electroneurodiag Tech I-MUSC  
Electroneurodiag Supv-MUSC  
Cardiovascular Techn-MUSC  
Exercise Physiologist  
Ambulatory Clinical Coordinator  
Technical Medical Associate III  
Mammography Technologist  
Mammography Supervisor  
CT Technologist  
MRI Technologist  
Angio/Special Procedure Techn  
Cardiovascular Imaging Specia  
Radiologic Technologist/Diagn  
Radiologic Technol/Diag Supv  
Imaging Supervisor II-MUSC  
Nuclear Med Technol-MUSC  
Nuclear Med Technol Supv-MUSC  
Electroneurodiag Technologi  
Ultrasound Technologist  
Ultrasound Technol Supv-Abdo  
Echocardiology Technologist  
Vascular Technologist Ultras  
Cardiovascular Techn Supv-MUSC  
Vascular Technologist Ultras  
Nuclear Med Technol-MUSC  
Mammography Technol Supv  
CT/MRI Supervisor  
Angio/Special Procedure Techn  
Radiologic Technol/Diag Supv  
Nuclear Med Technol-MUSC  
Nuclear Med Technol Supv-MUSC  
Ultrasound Technologist Supv  
Ceramist  
Chemist I  
Chemist II  
Chemist III  
Lab Aide  
Lab Assistant  
Phlebotomy Tech I-MUSC  
Phlebotomy Tech II-MUSC  
Clin Lab Tech I-MUSC  
Lab Specialist I  
Phlebotomy Tech III-MUSC  
Clinical Lab Tech II-MUSC  
Electron Microscopist I-MUSC  
Lab Specialist II  
Clinical Lab Tech III-MUSC  
Electron Microscopist II-MUSC  
Laboratory Technologist I  
Laboratory Technologist II

Instrument Technician III-MUSC  
Med Technol/Path & Lab Med-MUSC  
Cytotechnologist I-MUSC  
Histology Technologist-MUSC  
Vascular Technologist-MUSC  
Laboratory Technologist III  
Medical Technol III-MUSC  
Cytotechnologist II-MUSC  
Laboratory Technologist IV  
Human Services Asst I  
Human Services Assistant II  
Human Services Specialist I  
Therapeutic Asst-MUSC  
Environmental/Health Mgr I

Laundry Worker I  
Laundry Worker II

Food Service Specialist I  
Food Service Specialist II  
Food Service Specialist III

Natural Resource Techn I  
OR Environmental Service Tech  
Natural Resource Techn II  
Natural Resource Techn III

ADDENDUM I

**POST-EGTRRA "GOOD FAITH" AMENDMENT**

**FOR**

**DEFINED CONTRIBUTION PLANS**

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## Introduction

This Post-EGTRRA "Good Faith" Amendment (the or this "Amendment") is intended as good faith compliance with various post-EGTRRA provisions, including the Pension Protection Act of 2006 and various applicable changes to the Regulations. This Amendment supersedes any conflicting provisions of the Plan, any administrative policy, the Plan's funding policy, and/or any previously-adopted "good faith" amendment of the same subject matter, as applicable. If this Amendment establishes/memorializes an Automatic Contribution Arrangement, then this Amendment supersedes any State (or Commonwealth) law that would directly or indirectly prohibit or restrict the inclusion of an Automatic Contribution Arrangement in the Plan.

**Notwithstanding anything in this Amendment or Addendum II, III, IV or V of the Plan (which follow this Amendment) to the contrary, no provision of this Amendment or of Addendum II, III, IV or V which relates to a Code or other provision of law which is not applicable or is not required to be applicable to a "governmental plan" (within the meaning of Code Section 414(d)) shall be applicable or operative under or in respect of the Plan.**

This Amendment is a "good faith" amendment, is not part of the pre-approved EGTRRA document, and has not been reviewed by the IRS for compliance with post-EGTRRA statutory and Regulatory changes. Furthermore, pursuant to Revenue Procedure 2007-44, this Amendment does not affect the status of reliance upon the Plan.

The Amendment consists of this document (the Post-EGTRRA "Good Faith" Amendment) and the Post-EGTRRA "Good Faith" Amendment Election Form (the "Election Form"). Each Article of the Amendment is based upon the earliest effective year that a specific Section (or specific paragraph of a Section) can apply to the Plan, but the effective year of an Article is used for reference purposes only. The actual effective date of (a) a specific Section of this Amendment, (b) a specific paragraph in a Section of this Amendment, or (c) a specific Section of the Election Form, applies to the Plan and overrides any conflict with the effective year of an Article. Furthermore, the rules of the Plan's Section entitled "Interpretation of the Plan and Trust" apply to this Amendment.

### Article 1 Post-EGTRRA Provisions Effective 2006 And Earlier

1.1 [RESERVED]

1.2 [RESERVED]

1.3 **Eliminating Forms of Distribution.** In addition to rules that are enumerated by Regulations and other guidance concerning the modification of the Plan's Normal Form of Distribution and the modification and/or the elimination of the Plan's Optional Forms of Distribution, for any applicable Plan amendment that is adopted on or after August 12, 2005 (except as otherwise provided), the Plan may be amended to eliminate a form of distribution, subject to the following rules:

- (a) **General Rule for Eliminating a Form of Distribution.** The Plan may eliminate a form of distribution previously available to Participants, so long as:
  - (1) **Single Sum Available.** A single sum payment is available to Participants at the same time or times as the form of distribution being eliminated;
  - (2) **Same or Greater Portion of Participant's Account.** Such single sum payment is based upon the same or greater portion of the Participant's Account as the form of distribution being eliminated; and
  - (3) **Single Sum Otherwise Identical.** Such single-sum distribution form is otherwise identical to the form of benefit being eliminated or restricted. For purposes of this subparagraph, a single-sum distribution form is otherwise identical to the form of benefit that is eliminated or restricted only if the single-sum distribution form is identical in all respects to the eliminated or restricted form of distribution (or would be identical except that it provides greater rights to the Participant) except with respect to the timing of payments after commencement. However, an otherwise identical distribution form need not retain rights or features of the form of benefit that is eliminated or restricted to the extent that those rights or features would not be protected from elimination or restriction under Code §411(d)(6).

- (b) **Eliminating Optional Forms of Distribution Through Utilization Test.** If the Plan is a money purchase plan or a target benefit plan, then in addition to the provisions of paragraph (a) above, for any applicable Plan amendment adopted after December 31, 2006, the Plan may eliminate any/all Optional Forms of Distribution that comprise a Generalized Optional Form for a Participant with respect to allocations that occurred before the Applicable Amendment Date under the "Utilization Test" of Regulation §1.411(d)-3(f). The elimination of Optional Forms of Distribution of this paragraph (b) is subject to the following:
- (1) **Not a Core Benefit.** The Optional Forms of Distribution being eliminated cannot be a Core Option.
  - (2) **Timeframe for Amendment.** The Plan amendment is not applicable with respect to an Optional Form of Distribution with an Annuity Starting Date that is earlier than the number of days in the maximum Applicable Election Period after the date that the amendment is adopted.
  - (3) **Requirements.** During the Look-Back Period, (1) the Generalized Optional Form has been available to at least the Applicable Number of Participants; and (2) no Participant has elected any Optional Form of Distribution that is part of the Generalized Optional Form with an Annuity Starting Date that is within the Look-Back Period.
- (c) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
- (1) **Applicable Amendment Date.** The term "Applicable Amendment Date" means the later of the effective date of the amendment or the date that the amendment is adopted.
  - (2) **Applicable Election Period.** The term "Applicable Election Period" means the period described in Code §417(a)(6), to wit: with respect to an election to waive the Qualified Joint and Survivor Annuity, the period that begins not later than 180 days prior to the Annuity Starting Date (unless future guidance requires/permits otherwise).
  - (3) **Applicable Number of Participants.** The term "Applicable Number of Participants" means 50 Participants. However, the Applicable Number of Participants may include Participants Taken Into Account who elected an Optional Form of Distribution that included a single-sum distribution that applied with respect to at least 25% of the Participant's Account, but only if the Applicable Number of Participants is increased to 1,000 Participants.
  - (4) **Core Option.** The term "Core Option" means (A) a straight life annuity Generalized Optional Form under which the Participant is entitled to a level life annuity with no benefit payable after the Participant's death; (B) a 75% joint and contingent annuity Generalized Optional Form under which the Participant is entitled to a life annuity with a survivor annuity for any individual designated by the Participant (including a non-Spousal contingent annuitant) that is 75% of the amount payable during the Participant's life; (C) a 10-year term certain and life annuity Generalized Optional Form under which the Participant is entitled to a life annuity with a guarantee that payments will continue to any person designated by the Participant for the remainder of a fixed period of 10 years if the Participant dies before the end of the 10-year period; and (D) the most valuable option for a Participant with a short life expectancy, as defined in Regulation §1.411(d)-3(g)(5)(iii). The rules of Regulation §1.411(d)-3(g)(5) apply to the determination of Core Options.
  - (5) **Generalized Optional Form.** The term "Generalized Optional Form" means a group of Optional Forms of Distribution that are identical except for differences due to actuarial factors used to determine the amount of the distributions under those Optional Forms of Distribution and the Annuity Starting Dates.
  - (6) **Look-Back Period.** The term "Look-Back Period" means the period that includes: (A) the portion of the Plan Year in which such Plan amendment is adopted that precedes the date of adoption (known as the "Pre-Adoption Period"); and (B) the 2 Plan Years immediately preceding the Pre-Adoption Period. With regard to the Look-Back Period, the following rules apply: (A) in the Look-Back Period, at least 1 of the Plan Years must be a 12-month Plan Year; (B) the Plan may exclude, pursuant to an administrative policy that is promulgated by the Administrator, the calendar month in which the amendment is adopted from the Look-Back Period and the preceding 1 or 2 calendar months to the extent those preceding months are contained within the Pre-Adoption Period; and (C) in order to have a Look-Back Period that satisfies the requirement of the minimum Applicable Number of Participants, the Look-Back Period may be expanded pursuant to an administrative policy that is promulgated by the Administrator, to include the 3, 4, or 5 Plan Years immediately preceding the Plan Year in which the amendment is adopted. However, if the Plan does not satisfy the requirement of the minimum Applicable Number of Participants using the Pre-Adoption Period

and the immediately preceding 5 Plan Years, then the Plan is not permitted to be amended in accordance with the Utilization Test of this Section.

- (7) **Participant Taken Into Account.** The term "Participant Taken Into Account" means a Participant who was eligible to elect to commence payment of an Optional Form of Distribution that is part of the Generalized Optional Form being eliminated with an Annuity Starting Date that is within the Look-Back Period. A Participant is not a Participant Taken Into Account if the Participant (A) did not elect any Optional Form of Distribution with an Annuity Starting Date that was within the Look-Back Period; (B) elected an Optional Form of Distribution that included a single-sum distribution that applied with respect to at least 25% of the Participant's Account; (C) elected an Optional Form of Distribution that was only available during a limited period of time and that contained a retirement-type subsidy where the subsidy that is part of the Generalized Optional Form being eliminated was not extended to any Optional Form of Distribution with the same Annuity Starting Date; or (D) elected an Optional Form of Distribution with an Annuity Starting Date that was more than 10 years before Normal Retirement Age.

**1.4 Application of Code §411(a) With Respect to Protected Benefits.** Any applicable Plan amendment adopted after August 9, 2006 which decreases a Participant's Account balance, or otherwise places greater restrictions or conditions on a Participant's rights to Code §411(d)(6) protected benefits is not permitted, even if the Plan amendment merely adds a restriction or condition that is permitted under the Vesting rules in Code §411(a)(3) through (11). However, a Plan amendment does not violate Code §411(d)(6) to the extent that the amendment applies to allocations after the Applicable Amendment Date. Notwithstanding the first sentence of this Section, a Plan amendment that satisfies the requirements of Department of Labor Regulation 2530.203-2(c) (relating to Vesting Computation Periods) does not violate the requirements of Code §411(d)(6) even though the Plan amendment changes the Plan's Vesting Computation Periods. For purposes of this Section, the term "Applicable Amendment Date" means the later of the effective date of the amendment or the date the amendment is adopted.

**1.5 Financial Hardship Distributions.** If the Plan is either a profit sharing plan or a 401(k) Plan and if elected by the Sponsoring Employer in the Election Form, then this Section is effective as of the effective date elected in the Election Form, and the following provisions apply to the Plan:

- (a) **Revised Definition of Financial Hardship.** With respect to financial hardship distributions made on or after the effective date of this Section, the determination of any deemed immediate and heavy financial need described in Regulation §1.401(k)-1(d)(3)(iii)(B) will be expanded to include any immediate and heavy financial need (expenses described in Regulation §1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5), which relate to medical, tuition, and funeral expenses, respectively) of a Participant's Primary Beneficiary. For purposes of this Section, the term "Primary Beneficiary" means the individual(s) who is named and designated as a Beneficiary under the terms of the Plan and who has an unconditional right to all or a portion of the Participant's Account balance upon the Participant's death.

- (b) **Amounts to Which the Revised Definition of Financial Hardship Applies.** The provisions of this Section apply to financial hardship distributions under the provisions of an administrative policy regarding financial hardship distributions that is promulgated by the Administrator.

**1.6 Distribution to a Qualified Reservist.** If the Plan is a 401(k) Plan and if elected by the Sponsoring Employer in the Election Form, then this Section is effective with respect to any Qualified Reservist Distribution that is taken after September 11, 2001 but before December 31, 2007 (but the December 31, 2007 date has been eliminated by the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART)), as follows:

- (a) **Qualified Reservist Distribution Permitted for Any Reason.** A Qualified Reservist Distribution may be made to a Qualified Reservist under any circumstance and/or for any reason without violating the distribution restrictions of Code §401(k)(2)(B)(i).
- (b) **Qualified Reservist Distribution Not Subject To Excise Tax and May Be Repaid To an IRA.** Notwithstanding anything in the Plan to the contrary, to the extent that any distribution is a Qualified Reservist Distribution, the otherwise applicable 10% excise tax of Code §72(t)(1) on early distributions will not apply. In addition, at any time during the two-year period beginning on the day after the last day of the Qualified Reservist's active duty (but the two-year period will end no earlier than August 17, 2008), a Qualified Reservist who has received one or more Qualified Reservist Distributions may make one or more repayment contributions to an IRA in an aggregate amount not to exceed the total amount of such Qualified Reservists Distributions. The dollar or compensation limitations otherwise applicable to contributions to an IRA will not apply to a repayment contribution of Qualified

Reservist Distributions. No deduction is allowed for a repayment contribution of Qualified Reservist Distributions.

(c) **Definitions.** As used in this Section, the following words and phrases have the following meanings:

- (1) **Qualified Reservist.** The term "Qualified Reservist" means an individual who is a member of a reserve component, as defined in §101 of title 37, United States Code, and who is ordered or called to active duty after September 11, 2001 and before December 31, 2007 (but the December 31, 2007 date has been eliminated by the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART)) either for a period in excess of 179 days or for an indefinite period.
- (2) **Qualified Reservist Distribution.** The term "Qualified Reservist Distribution" means a distribution of Elective Deferrals to a Qualified Reservist that is made during the period beginning on the date that the Qualified Reservist is ordered or called to duty and ending on the last day of active duty.

**1.7 Hurricane Provisions.** If elected by the Sponsoring Employer in the Post-EGTRRA "Good Faith" Amendment Election Form, then except as otherwise provided in paragraphs (c) through (f) below, this Section applies to any Participant in the Plan that was affected by Hurricanes Katrina, Rita, or Wilma:

(a) **Qualified Hurricane Distributions.** The following provisions apply to Qualified Hurricane Distributions:

- (1) **Qualified Hurricane Distribution Not Subject to Code §72(t).** Any Qualified Hurricane Distribution will not be subject to Code §72(t). The aggregate amount of distributions received by an individual which may be treated as Qualified Hurricane Distributions for any taxable year shall not exceed the excess (if any) of (A) \$100,000, minus (B) the aggregate amounts treated as Qualified Hurricane Distributions received by such individual for all prior taxable years.
  - (2) **Clarification of Qualified Hurricane Distribution.** If a distribution to an individual would (without regard to subparagraph (c)(1)) be a Qualified Hurricane Distribution, then this Plan shall not be treated as violating any requirement of subparagraph (c)(1) merely because the Plan treats such distribution as a Qualified Hurricane Distribution, unless the aggregate amount of such distributions from all plans (including this Plan) maintained by the Sponsor Employer (and any Affiliated Employer of the Sponsoring Employer) to such individual exceeds \$100,000.
  - (3) **Exemption of Qualified Hurricane Distributions from Trustee to Trustee Transfer and Withholding Rules.** For purposes of Code §401(a)(31), §402(f), and §3405, Qualified Hurricane Distributions shall not be treated as eligible rollover distributions.
  - (4) **Qualified Hurricane Distributions Treated as Meeting Plan Distribution Requirements.** A Qualified Hurricane Distribution will be treated as meeting the requirements of Code §401(k)(2)(B)(i), §403(b)(7)(A)(ii), §403(b)(11), and §457(d)(1)(A).
- (b) **Procedural Requirements.** Any otherwise applicable procedural requirements that are imposed by the Plan, any administrative policy, or any procedure may be disregarded with respect to any provision of this Section, so long as the Administrator makes a good-faith effort under the circumstances to comply with such requirements of the Plan, administrative policy, or procedure and makes a reasonable attempt to assemble any required documentation as soon as practical including, if applicable, Spousal consent.
- (c) **Special Financial Hardship Distributions on Account of Hurricane Disasters.** If elected by the Sponsoring Employer in the Election Form, then regardless of any other distribution provisions in the Plan to the contrary, a Participant or former Participant (1) whose Principal Place of Abode is/was located in the Hurricane Katrina Disaster Area, Hurricane Rita Disaster Area, or Hurricane Wilma Disaster Area; (2) whose place of employment is/was located in the Hurricane Katrina Disaster Area, Hurricane Rita Disaster Area, or Hurricane Wilma Disaster Area; or (3) whose lineal ascendant or descendant, dependent or Spouse has/had a Principal Place of Abode or place of employment in the Hurricane Katrina Disaster Area, Hurricane Rita Disaster Area, or Hurricane Wilma Disaster Area; and the Participant or former Participant, or the Participant's (or former Participant's) lineal ascendant or descendant, dependent, or Spouse faces an immediate and heavy financial need, may receive a special financial hardship distribution on or after August 29, 2005 and not later than March 31, 2006 of the Participant's Elective Deferrals (as well as the Participant's Vested Interest in the Participant's Account or any sub-account of the Participant's Account that is not prohibited by law or Regulation from being distributed as a



hardship distribution). The determination of whether a Participant or former Participant, or the Participant's (or former Participant's) lineal ascendant or descendant, dependent, or Spouse has an immediate and heavy financial need will be made by the Administrator, subject to the following provisions:

- (1) **Immediate and Heavy Financial Need.** The determination by the Administrator of an immediate and heavy financial need will be based upon such severity that a Participant or former Participant, or the Participant's (or former Participant's) lineal ascendant or descendant, dependent, or Spouse is confronted or endangered by present or impending financial ruin, present or impending want, or privation. The Administrator will determine whether an immediate and heavy financial need exists based on all relevant facts and circumstances in a nondiscriminatory manner, and will not be limited to the circumstances enumerated in subparagraph (2) below. The Participant or former Participant must demonstrate the immediate and heavy financial need with positive evidence submitted to the Administrator, if positive evidence is readily available. However, the Administrator may rely upon representations from the Participant or former Participant as to the need for and amount of a financial hardship distribution, unless the Administrator has actual knowledge to the contrary.
  - (2) **Deemed Immediate and Heavy Financial Need.** A distribution is deemed to be on account of an immediate and heavy financial need of a Participant or former Participant, or the Participant's (or former Participant's) lineal ascendant or descendant, dependent, or Spouse if the distribution is for (A) expenses for (or necessary to obtain) medical care that would be deductible under Code §213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income); (B) costs directly related to the purchase of a principal residence (excluding mortgage payments); (C) payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education; (D) payments necessary to prevent the eviction from the principal residence or foreclosure on the mortgage on that residence; (E) payments for burial or funeral expenses; or (F) expenses for the repair of damage to the principal residence that would qualify for the casualty deduction under Code §165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).
  - (3) **Certain Restrictions Do Not Apply to Special Financial Hardship Distributions.** If this Plan (or any other plan of the Sponsoring Employer) is a 401(k) Plan or permits Voluntary Employee Contributions, then a Participant who receives a special financial hardship distribution of Elective Deferrals pursuant to this paragraph (c) is not prohibited from making Elective Deferrals or Voluntary Employee Contributions to the Plan (or any other plan of the Sponsoring Employer) at any time after receipt of the special financial hardship distribution.
- (d) **Participant Loans.** If elected by the Sponsoring Employer in the Election Form, then the following provisions apply to a Qualified Individual with respect to loans made during the Applicable Period:
- (1) **Increase in Limit on Loans Not Treated as Distributions.** In the case of any Participant loan to a Qualified Individual made during the Applicable Period, the following Participant loan limits that are contained in the separate written loan program are increased as follows: (A) the \$50,000 aggregate limit on a Participant's loans of Code §72(p)(2)(A)(i) is increased to \$100,000; and (B) the aggregate amount of a Participant's loans which is limited to 50% of the Participant's Vested Account balance of Code §72(p)(2)(A)(ii) is increased to 100% of the Participant's Vested Account balance.
  - (2) **Adequate Security.** The requirements of applicable law with respect to adequate loan security are not enforced with respect to any Participant loan to a Qualified Individual during the Applicable Period.
  - (3) **Delay of Repayment.** In the case of a Qualified Individual with an outstanding Participant loan from this Plan on or after the Qualified Beginning Date, the following will apply: (A) if the due date for any repayment with respect to such Participant loan pursuant to Code §72(p)(2)(B) and (C) occurs during the period beginning on the Qualified Beginning Date and ending on December 31, 2006, then such due date for any repayment will be delayed for one (1) year. Such 1-year delay period will not trigger a deemed distribution of the Participant loan under the Plan or the Regulations; (B) in determining the 5-year period (assuming that the Participant loan is not a principal residence loan) and the term of a Participant loan under Code §72(p)(2)(B) and (C), the 1-year delay period described in subparagraph (A) shall be disregarded; and (C) any subsequent repayments with respect to any such Participant loan will be appropriately adjusted to reflect the delay in the due date for any repayment under subparagraph (A) and any interest accruing during such delay. After the 1-year period described in subparagraph (A), the Participant loan shall be repaid by amortizing the outstanding



balance (including accrued interest) in substantially level installments over the remaining period of the Participant loan (i.e., five (5) years from the date of the origination of the Participant loan (assuming that the Participant loan is not a principal residence loan) plus the 1-year delay period).

- (4) **Applicable Period and Qualified Beginning Date.** In applying this paragraph (d), the following will apply: (A) in the case of any Qualified Hurricane Katrina Individual, the Applicable Period is the period beginning on September 24, 2005 and ending on December 31, 2006 and the Qualified Beginning Date is August 25, 2005; (B) in the case of any Qualified Hurricane Rita Individual, the Applicable Period is the period beginning on December 21, 2005 and ending on December 31, 2006 and the Qualified Beginning Date is September 23, 2005; and (C) in the case of any Qualified Hurricane Wilma Individual, the Applicable Period is the period beginning on December 21, 2005 and ending on December 31, 2006 and the Qualified Beginning Date is October 23, 2005.
- (e) **Re-Contribution of Prior Qualified Hurricane Distributions to the Plan.** If elected by the Sponsoring Employer in the Election Form, then the following provisions apply to the re-contribution of Qualified Hurricane Distributions to the Plan:
- (1) **Re-Contribution of Qualified Hurricane Distribution.** Any individual who receives a Qualified Hurricane Distribution may make, at any time during the 3-year period beginning on the day after the date on which such distribution was received, one or more re-contributions in an aggregate amount not to exceed the amount of such Qualified Hurricane Distribution to this Plan (which is an eligible retirement plan as defined in Code §402(c)(8)(B)), so long as such individual is a beneficiary of the Plan and such Qualified Hurricane Distribution is (or is deemed to be, pursuant to subparagraph (2)) an eligible rollover distribution as described in Code §402(c)(4) from the Plan.
- (2) **Treatment of Repayments of Distributions from Eligible Retirement Plan.** If a re-contribution is made pursuant to subparagraph (1) with respect to a Qualified Hurricane Distribution from an eligible retirement plan, then the individual will, to the extent of the amount of the re-contribution, be treated as having received the Qualified Hurricane Distribution in an eligible rollover distribution (as defined in Code §402(c)(4)) and as having transferred the amount to the eligible retirement plan in a direct trustee to trustee transfer within 60 days of distribution. The following rules apply to any such re-contribution of a prior Qualified Hurricane Distribution: (A) required minimum distributions of Code §401(a)(9) are not permitted to be re-contributed to this Plan or any eligible retirement plan; (B) any Qualified Hurricane Distribution paid to an individual as a Beneficiary of a Participant (other than the surviving Spouse of a Participant) cannot be re-contributed to the Plan. However, any Qualified Hurricane Distribution paid to the surviving Spouse of a Participant can be re-contributed to the Plan (unless prohibited by clause (A) above); and (C) any financial hardship distribution that is a Qualified Hurricane Distribution will not be treated as being made on account of hardship for purposes of the Plan and the Code; any portion of such financial hardship distribution is permitted to be re-contributed to this Plan.
- (f) **Re-Contribution of Prior Qualified Distributions for Home Purchases to the Plan.** If elected by the Sponsoring Employer in the Election Form, then this paragraph (f) apply to the re-contribution of prior Qualified Distributions. Any individual who received a Qualified Distribution may, during the Applicable Period, make one or more re-contributions to this Plan (which is an eligible retirement plan as defined in Code §402(c)(8)(B)) in an aggregate amount not to exceed the amount of such Qualified Distribution, so long as such individual is a beneficiary in the Plan and such Qualified Distribution is (or is deemed to be, pursuant to subparagraph (e)(2)) an eligible rollover distribution as described in Code §402(c)(4). Rules similar those in subparagraph (e)(2) will apply to such re-contributions. For purposes of this paragraph, the term "Applicable Period" means (1) with respect to any Qualified Katrina Distribution, the period beginning on August 25, 2005 and ending on February 28, 2006; (2) with respect to any Qualified Rita Distribution, the period beginning on September 23, 2005 and ending on February 28, 2006; and (3) with respect to any Qualified Wilma Distribution, the period beginning on October 23, 2005 and ending on February 28, 2006.
- (g) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
- (1) **Hurricane Katrina Disaster Area.** The term "Hurricane Katrina Disaster Area" means an area with respect to which a major disaster has been declared by the President before September 14, 2005 by reason of Hurricane Katrina, including the states of Louisiana, Mississippi, Alabama, and Florida.

- (2) **Hurricane Rita Disaster Area.** The term "Hurricane Rita Disaster Area" means an area with respect to which a major disaster has been declared by the President before October 6, 2005 by reason of Hurricane Rita.
- (3) **Hurricane Wilma Disaster Area.** The term "Hurricane Wilma Disaster Area" means an area with respect to which a major disaster has been declared by the President before November 14, 2005 by reason of Hurricane Wilma.
- (4) **Principal Place of Abode.** The term "Principal Place of Abode" means the household where a Qualified Individual lives. A temporary absence by a Qualified Individual from the Principal Place of Abode due to special circumstances, such as illness, education, business, vacation, or military service, will not change a Qualified Individual's Principal Place of Abode. The following provisions apply to a Qualified Individual's Principal Place of Abode:
  - (A) **Hurricane Katrina.** If a Qualified Individual's Principal Place of Abode was in the Hurricane Katrina Disaster Area immediately before August 28, 2005, and the Qualified Individual evacuated because of Hurricane Katrina, then the Qualified Individual's Principal Place of Abode will be considered to be in the Hurricane Katrina Disaster Area on August 28, 2005.
  - (B) **Hurricane Rita.** If a Qualified Individual's Principal Place of Abode was in the Hurricane Rita Disaster Area immediately before September 23, 2005, and the Qualified Individual evacuated because of Hurricane Rita, then the Qualified Individual's Principal Place of Abode will be considered to be in the Hurricane Rita Disaster Area on September 23, 2005.
  - (C) **Hurricane Wilma.** If a Qualified Individual's Principal Place of Abode was in the Hurricane Wilma Disaster Area immediately before October 23, 2005, and the Qualified Individual evacuated because of Hurricane Wilma, then the Qualified Individual's Principal Place of Abode will be considered to be in the Hurricane Wilma Disaster Area on October 23, 2005.
- (5) **Qualified Distribution.** The term "Qualified Distribution" means any Qualified Katrina Distribution, Qualified Rita Distribution, and Qualified Wilma Distribution. For purposes of this definition:
  - (A) **Qualified Katrina Distribution.** The term "Qualified Katrina Distribution" means any distribution (i) described in Code §401(k)(2)(B)(i)(IV), §403(b)(7)(A)(ii) (but only to the extent it relates to financial hardship), §403(b)(11)(B), or §72(t)(2)(F); (ii) received after February 28, 2005 and before August 29, 2005; and (iii) which was to be used to purchase or construct a principal residence in the Hurricane Katrina Disaster Area, but which was not so purchased or constructed on account of Hurricane Katrina.
  - (B) **Qualified Rita Distribution.** The term "Qualified Rita Distribution" means any distribution (other than a Qualified Katrina Distribution) (i) described in Code §401(k)(2)(B)(i)(IV), §403(b)(7)(A)(ii) (but only to the extent it relates to financial hardship), §403(b)(11)(B), or §72(t)(2)(F); (ii) received after February 28, 2005 and before September 24, 2005; and (iii) which was to be used to purchase or construct a principal residence in the Hurricane Rita Disaster Area, but which was not so purchased or constructed on account of Hurricane Rita.
  - (C) **Qualified Wilma Distribution.** The term "Qualified Wilma Distribution" means any distribution (other than a Qualified Katrina Distribution or a Qualified Rita Distribution) (i) described in Code §401(k)(2)(B)(i)(IV), §403(b)(7)(A)(ii) (but only to the extent it relates to financial hardship), §403(b)(11)(B), or §72(t)(2)(F); (ii) received after February 28, 2005 and before October 24, 2005; and (iii) which was to be used to purchase or construct a principal residence in the Hurricane Wilma Disaster Area, but which was not so purchased or constructed on account of Hurricane Wilma.
- (6) **Qualified Hurricane Distribution.** The term "Qualified Hurricane Distribution" means (A) any distribution from an eligible retirement plan made on or after August 25, 2005 and before January 1, 2007, to an individual whose Principal Place of Abode on August 28, 2005 is located in the Hurricane Katrina Disaster Area and who has sustained an economic loss by reason of Hurricane Katrina; (B) any distribution which is not described in subparagraph (A) from an eligible retirement plan made on or after September 23, 2005 and before January 1, 2007, to an individual whose Principal Place of Abode on September 23, 2005 is located in the Hurricane Rita Disaster Area and who has sustained an economic loss by reason of Hurricane Rita; and (C) any distribution which is not described in subparagraphs (A) or (B) from an eligible retirement plan made

on or after October 23, 2005 and before January 1, 2007, to an individual whose Principal Place of Abode on October 23, 2005 is located in the Hurricane Wilma Disaster Area and who has sustained an economic loss by reason of Hurricane Wilma. An individual is permitted to designate any distribution as a Qualified Hurricane Distribution. Qualified Hurricane Distributions are permitted to be periodic payments and required minimum distributions. A Qualified Hurricane Distribution is permitted to be a distribution received by an individual as a Beneficiary.

- (7) **Qualified Individual.** The term "Qualified Individual" means any Qualified Hurricane Katrina Individual, any Qualified Hurricane Rita Individual, and any Qualified Hurricane Wilma Individual. For purposes of this definition:
- (A) **Qualified Hurricane Katrina Individual.** A "Qualified Hurricane Katrina Individual" means an individual whose Principal Place of Abode on August 28, 2005, was located in the Hurricane Katrina Disaster Area and who has sustained an economic loss by reason of Hurricane Katrina.
  - (B) **Qualified Hurricane Rita Individual.** A "Qualified Hurricane Rita Individual" means an individual (other than a Qualified Hurricane Katrina Individual) whose Principal Place of Abode on September 23, 2005, was located in the Hurricane Rita Disaster Area and who has sustained an economic loss by reason of Hurricane Rita.
  - (C) **Qualified Hurricane Wilma Individual.** A "Qualified Hurricane Wilma Individual" means an individual (other than a Qualified Hurricane Katrina Individual or a Qualified Hurricane Rita Individual) whose Principal Place of Abode on October 23, 2005, was located in the Hurricane Wilma Disaster Area and who has sustained an economic loss by reason of Hurricane Wilma.

**1.8 Retroactive Revocation of Prior Amendment on account of the Heinz Decision.** If elected by the Sponsoring Employer in the Election Form, then this Section is effective as of the effective date elected in the Election Form. This Section is based upon the Supreme Court decision of *Central Laborers' Pension Fund v. Heinz, et al.* that was decided on June 7, 2004 and Regulation §1.411(d)-3(b)(4) that became effective June 7, 2004. The Plan is subject to the following rules and provisions:

- (a) **Retroactive Revocation.** As elected by the Sponsoring Employer in the Election Form, the Original Amendment is hereby revoked retroactively with respect to either (1) all accrued benefits, which are allocations that had accrued as the Applicable Amendment Date and allocations that have accrued after the Applicable Amendment Date; or (2) only accrued benefits as the Applicable Amendment Date, which are allocations that had accrued as the Applicable Amendment Date. Allocations that have accrued after the Applicable Amendment Date will continue to be subject to the restrictions with respect to the form or timing of distributions from the Plan as enumerated in the Original Amendment.
- (b) **Effect of Revocation on Benefits to Affected Participants.** Benefit payments (including any appropriate interest or actuarial increase) will resume to Affected Participants on the execution date of this Section in the applicable optional form of benefit.
- (c) **Opportunity for Eligible Participants.** An Eligible Participant must be given an opportunity to elect retroactively the commencement of payment of benefits as of the first date on which (1) this Section is effective and (2) the Participant was eligible to commence receipt of benefits. The following provisions apply to Eligible Participants:
  - (1) **Election Period.** The election period begins within a reasonable time period after Eligible Participants have received notification of the option in accordance with paragraph (2) below and ends no sooner than six months after notification. Reasonable efforts must be taken to notify all Eligible Participants, including the use of the Internal Revenue Service Letter Forwarding Program.
  - (2) **Notification Requirement.** The Plan must provide notice of the option set forth in this paragraph to each Eligible Participant. In addition to satisfying generally applicable notice requirements, the notice of the option to commence payment of benefits must be designed to be readily understood by the average Participant, and it must explain the period for making the election as described in subparagraph (1).
- (d) **Definitions.** As used in this Section, the following words and phrases have the following meanings:

- (1) **Affected Participant.** The term "Affected Participant" means either (A) a Participant who commenced receipt of benefits and whose benefit payments had ceased as a result of the Original Amendment, or (B) a Participant who had applied for benefits (including election of the optional form of benefit) and whose application for benefits (including the form of payment) either was approved but benefits were suspended before payments commenced as a result of the Original Amendment, or was denied as a result of the Original Amendment.
- (2) **Applicable Amendment Date.** The term "Applicable Amendment Date" means the later of the effective date of the Original Amendment or the date that the Original Amendment was adopted.
- (3) **Eligible Participant.** The term "Eligible Participant" is a Participant who (A) at any time after the Applicable Amendment Date, was eligible to commence the receipt of benefits under the Plan, determined without regard to the suspension of benefit provisions of the Original Amendment; (B) at the same time, engaged in service for which benefits were not permitted to commence, as determined taking into account the Original Amendment; and (C) is not an Affected Participant (*e.g.*, is a Participant who did not apply for benefits).
- (4) **Original Amendment.** The term "Original Amendment" means a previously-executed amendment that impermissibly restricted the form or timing of distributions from the Plan.

**1.9 Certain Employees of Tax Exempt Entity Excluded From 401(k) Plan or 401(m) Plan.** If (a) the Plan is a Code §401(k) Plan and/or a Code §401(m) Plan; (b) the Sponsoring Employer and/or an Adopting Employer is a tax-exempt entity described in Code §403(b)(1)(A)(i); (c) the Plan excludes Employees who participate in a Code §403(b) plan; and (d) if elected by the Sponsoring Employer in the Election Form, then this Section is effective for Plan Years beginning after December 31, 1996. Employees of the tax-exempt Employer who are eligible to make Elective Deferrals to a Code §403(b) plan are treated as excludable with respect to the Code §401(k) Plan and/or the Code §401(m) Plan that is provided under the same general arrangement as the Code §401(k) Plan, pursuant to Regulation §1.410(b)-6(g)(3) that was modified July 21, 2006, provided (a) Employees of the tax-exempt Employer are not Eligible Employees in the Code §401(k) Plan and/or the Code §401(m) Plan; and (b) at least 95% of the Employees who are not Employees of the tax-exempt Employer are Eligible Employees in the Code §401(k) Plan and/or the Code §401(m) Plan.

**Article 2**  
**Post-EGTRRA Provisions Effective 2007**

- 2.1 Notice and Consent Requirements.** This Section applies to any Notices/Forms and Participant Elections under the Plan and is effective as of January 1, 2007:
- (a) **Right to Defer Distribution.** Notices/Forms that relate to distributions will include a description of a Participant's right (if any) to defer receipt of a distribution and will describe the consequences of failing to defer receipt of the distribution, pursuant to the Regulations and other guidance provided by the Treasury and/or Labor. Notices/Forms that are delivered to Participants before the 90th day after the issuance of Regulations (unless future guidance requires otherwise) will include at a minimum: (1) a description indicating the investment options available under the Plan (including fees) that will be available if the Participant defers distribution; and (2) the portion of the summary plan description that contains any special rules that might materially affect a Participant's decision to defer.
  - (b) **Electronic Notice and Consent.** The use of an electronic medium to provide Notices/Forms and to make Participant Elections with respect to the Plan is permitted pursuant to the rules of this Section.
    - (1) **Requirements of Electronic System.** The following rules relate to the design of an electronic system used to deliver Forms/Notices and to make Participant Elections:
      - (A) **Understandable as Paper Document.** The electronic system must be reasonably designed to provide the information in the Form/Notice to a Recipient in a manner that is no less understandable to the Recipient than a written paper document.
      - (B) **Significance of Form/Notice.** The electronic system must be designed to alert the Recipient, at the time that a Form/Notice is provided, to the significance of the information in the Form/Notice (including identification of the subject matter of the Form/Notice), and provide any instructions needed to access the Form/Notice, in a manner that is readily understandable.
    - (2) **Consumer Consent Requirements.** With respect to a Notice/Form, the following consumer consent requirements must be satisfied and, in accordance with E-SIGN §101(c)(6), the Notice/Form is not provided through the use of oral communication or a recording of an oral communication:
      - (A) **Consent to Electronic Delivery.** The Recipient must affirmatively consent to the delivery of the Notice/Form using an electronic medium. This consent must be either (i) made electronically in a manner that reasonably demonstrates that the Recipient can access the Notice/Form in the electronic medium in the form that will be used to provide the notice; or (ii) made using a written paper document (or any other permitted form under the Regulations), but only if the Recipient confirms the consent electronically in a manner that reasonably demonstrates that the Recipient can access the Notice/Form in the electronic medium in the form that will be used to provide the notice.
      - (B) **Withdrawal of Consumer Consent.** The consent under paragraph (A) to receive electronic delivery of Notices/Forms may be withdrawn by the Recipient at any time, and subsequent Notices/Forms cannot be delivered electronically.
      - (C) **Required Disclosure Statement.** The Recipient, prior to consenting under paragraph (A), must be provided with a clear and conspicuous statement containing the following disclosures:
        - (i) **Right to Receive Paper Document.** The statement informs the Recipient [a] of any right to have the Notice/Form provided using a written paper document or other non-electronic form; and [b] how, after having provided consent to receive the Notice/Form electronically, the Recipient may, upon request, obtain a paper copy of the Notice/Form and whether any fee will be charged for such copy.
        - (ii) **Right to Withdraw Consumer Consent.** The statement informs the Recipient of the right to withdraw consent to receive electronic delivery of a Notice/Form on a prospective basis at any time and explains the procedures for withdrawing that consent and any conditions, consequences, or fees in the event of the withdrawal.



- (iii) **Scope of Consumer Consent.** The statement informs the Recipient whether the consent to receive electronic delivery of a Notice/Form applies only to the particular transaction that gave rise to the Notice/Form or to other identified transactions that may be provided or made available during the course of the parties' relationship. The statement may provide that a Recipient's consent to receive electronic delivery will apply to all future Forms/Notices of the Recipient relating to the Plan until the Recipient is no longer a Participant in the Plan (or withdraws the consent).
  - (iv) **Description of the Contact Procedures.** The statement describes the procedures to update information needed to contact the Recipient electronically.
  - (v) **Hardware or Software Requirements.** The statement describes the hardware and software requirements needed to access and retain the Notice/Form.
- (D) **Post-Consent Change in Hardware or Software Requirements.** If there is a change in the hardware or software requirements needed to access or retain the Notice/Form after a Recipient provides consent to receive electronic delivery and such change creates a material risk that the Recipient will not be able to access or retain the Notice/Form in electronic format, then (i) the Recipient must receive a statement of [a] the revised hardware or software requirements for access to and retention of the Notice/Form; and [b] the right to withdraw consent to receive electronic delivery without the imposition of any fees for the withdrawal and without the imposition of any condition or consequence that was not previously disclosed in paragraph (C); and (ii) The Recipient must reaffirm consent to receive electronic delivery in accordance with subparagraph (A).
- (E) **Exemption from Consumer Consent Requirements.** If the requirements of this paragraph (E) are satisfied, then the other requirements of paragraph (2) do not apply. This paragraph (E) constitutes an exemption from the Consumer Consent Requirements of E-SIGN §101(c).
- (i) **Effective Ability to Access.** The electronic medium used to provide a Notice/Form must be a medium that the Recipient has the effective ability to access; and
  - (ii) **Free Paper Copy of Notice/Form.** At the time that the Notice/Form is provided, the Recipient must be advised that he or she may request and receive the Notice/Form in writing on paper at no charge, and, upon request, that Notice/Form must be provided to the Recipient at no charge.
- (3) **Participant Elections via Electronic Delivery.** Participant Elections may be made electronically, subject to the following rules:
- (A) **Effective Ability to Access.** The electronic medium used to make a Participant Election must be a medium that the person eligible to make the election is effectively able to access. If the appropriate individual is not effectively able to access the electronic medium for making the Participant Election, then the Participant Election will not be treated as made available to that individual.
  - (B) **Authentication.** The electronic system used in making Participant Elections must be reasonably designed to preclude any person other than the appropriate individual from making the election, based upon the facts and circumstances, including, but not limited to, whether the Participant Election has the potential for a conflict of interest between the individuals involved in the election.
  - (C) **Opportunity to Review.** The electronic system used in making Participant Elections must provide the person making the Participant Election with a reasonable opportunity to review, confirm, modify, or rescind the terms of the election before the election becomes effective.
  - (D) **Confirmation of Action.** The person making the Participant Election must receive, within a reasonable time, a confirmation of the effect of the election through a written paper document or an electronic medium under a system that satisfies the requirements of subparagraph (2) above.
  - (E) **Witnessing by a Plan Representative or Notary Public.** If a Participant Election is required to be witnessed by a Plan representative or a notary public (such as a spousal consent under Code §417), then the signature of the individual making the Participant Election must be witnessed in the physical presence of a Plan representative or a notary public. An electronic notarization acknowledging a signature (in

accordance with E-SIGN §101(g) and state law applicable to notary publics) will be given legal effect if the signature of the individual is witnessed in the physical presence of a notary public. Future guidance by the Treasury will apply to this paragraph, without the necessity of amending this paragraph.

- (4) **Non-applicability of Rules.** The rules of this Section do not apply to any notice, election, consent, disclosure, or obligation required under any provision of applicable law. The rules in this Section also do not apply to Code §411(a)(3)(B) (relating to suspension of benefits).
  - (5) **Retention of Electronic Records.** If an electronic record of a Notice/Form or a Participant Election is not maintained in a form that is capable of being retained and accurately reproduced for later reference, then the legal effect, validity, or enforceability of such electronic record may be denied, pursuant to E-SIGN §101(e).
- (c) **Notification Period.** With respect to any Notice/Form that describes the Normal Form of Distribution and/or the Optional Forms of Distribution, and any Participant Election with respect to any distribution delivered to a Participant, the window for giving such Notice/Forms and Participant Elections will begin not later than 180 days and not earlier than 30 days prior to the Annuity Starting Date (unless future guidance requires/permits otherwise). Notwithstanding anything in this Section to the contrary, distribution of a benefit may begin less than 30 days after such Notice/Form and/or Participant Election is given if (1) the Administrator clearly informs the Participant that he or she has a right to a period of at least 30 days after receiving such Notice/Form and/or Participant Election to consider the decision of whether or not to elect a distribution; (2) the Participant, after receiving such Notice/Form and/or Participant Election, affirmatively elects a distribution (or a particular distribution option); and (3) if the Plan is a money purchase plan or the Normal Form of Distribution is a Qualified Joint and Survivor Annuity, the Participant does not revoke the election at any time prior to the expiration of the 7-day period that begins on the date such Notice/Form and/or Participant Election is given.
- (d) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
- (1) **Notice/Form.** The term "Notice/Form" means any notice, report, statement, or other document required to be provided to a Recipient under this Plan.
  - (2) **Participant Election.** The term "Participant Election" includes any consent, election, request, agreement, or similar communication made by or from a Participant, Beneficiary, alternate payee, or an individual entitled to benefits under the Plan.
  - (3) **Recipient.** The term "Recipient" means a Plan Participant, Beneficiary, Employee, alternate payee, or any other person to whom a Notice/Form is to be provided.

**2.2 Direct Rollovers.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election, this Section is effective for tax years beginning after December 31, 2006 (except as otherwise provided). If the \$500 threshold is elected by the Sponsoring Employer in the Election Form, then (a) a Distributee may elect, at the time and in the manner prescribed by the Plan, to have any portion of an Eligible Rollover Distribution that is equal to at least \$500 paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover; and (b) if an Eligible Rollover Distribution is less than \$500, then a Distributee may not make the election described in clause (a) to rollover a portion of the Eligible Rollover Distribution. If the \$500 threshold is not elected by the Sponsoring Employer in the Election Form, then a Distributee may elect, at the time and in the manner prescribed by the Plan, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

- (a) **Voluntary and Mandatory Employee Contributions as Eligible Rollover Distributions.** An Eligible Rollover Distribution may include Voluntary Employee Contributions, Mandatory Employee Contributions, or other nontaxable amounts which are not includible in gross income; however, the portion of an Eligible Rollover Distribution attributable to Voluntary Employee Contributions, Mandatory Employee Contributions, or other nontaxable amounts can be paid only in a direct Trustee-to-trustee transfer to (1) an individual retirement account or annuity described in Code §408(a) or Code §408(b); (2) a qualified defined contribution plan described in Code §401(a) or Code §403(a); (3) effective for tax years beginning after December 31, 2006, a qualified defined benefit plan described in Code §401(a) or Code §403(a); or (4) effective for tax years beginning after December 31, 2006, to an annuity contract described in Code §403(b). Such transferee plan, trust, IRA or contract must provide separate accounting for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is

not so includible. Furthermore, in accordance with the Job Creation and Worker Assistance Act of 2002, when a distribution includes Voluntary Employee Contributions, Mandatory Employee Contributions, or other nontaxable amounts which are not includible in gross income, the amount that is rolled over will first be attributed to amounts includible in gross income.

- (b) **Direct Rollover Rules for Roth Elective Deferral Account.** If the Plan permits Roth Elective Deferrals to be made on behalf of Participants, then the provisions of this paragraph apply to the Plan. The Plan will not provide for a Direct Rollover for distributions from a Participant's Roth Elective Deferral Account if the amount of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral Account is not taken into account in determining whether distributions from the other Participant's Account(s) are reasonably expected to total less than \$200 during a year. Furthermore, if the \$500 threshold is elected by the Sponsoring Employer in the Election Form, then the provision of this Section that allows a Participant to elect a Direct Rollover of only a portion of an Eligible Rollover Distribution (but only if the amount rolled over is at least \$500) is applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the other Participant's Account(s), even if the amounts are distributed at the same time.
- (c) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
- (1) **Direct Rollover.** The term "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan that is specified by the Distributee.
  - (2) **Distributee.** The term "Distributee" means an Employee or former Employee. In addition, an Employee's or former Employee's surviving Spouse and an Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order as defined in Code §414(p), are Distributees with regard to the interest of the Spouse or former Spouse.
  - (3) **Eligible Retirement Plan.** The term "Eligible Retirement Plan" means, with respect to any portion of an Eligible Rollover Distribution that is paid in a Direct Rollover: (A) an individual retirement account described in Code §408(a); (B) an individual retirement annuity described in Code §408(b); (C) an annuity plan described in Code §403(a); (D) an annuity contract described in Code §403(b); (E) a qualified trust described in Code §401(a); (F) an eligible deferred compensation plan under Code §457(b) which is maintained by a State (or Commonwealth), a political subdivision of a State (or Commonwealth), or any agency or instrumentality of a State (or Commonwealth) or political subdivision of a State (or Commonwealth); and which agrees to separately account for amounts transferred into such plan from this Plan; or (G) effective January 1, 2008, a Roth individual retirement account as described in Code §408A(b), subject to the restrictions of Code §408A(c)(3)(B) for tax years beginning prior to January 1, 2010. This definition of Eligible Retirement Plan will also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in Code §414(p); such distribution will be made in the same manner as if the Spouse was the Employee. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from an individual's Roth Elective Deferral Account (or the segregated portion of an individual's Rollover Contribution Account that is attributable to Roth Elective Deferrals), then an Eligible Retirement Plan with respect to such portion will only be either another plan's designated Roth account of the individual from whose account the payments or distributions were made, or such individual's Roth individual retirement account as described in Code §408A(b).
  - (4) **Eligible Rollover Distribution.** The term "Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more; (B) any distribution to the extent that such distribution is a required minimum distribution under Code §401(a)(9); (C) if applicable to the Plan, the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities); (D) if applicable to the Plan, corrective distributions of: (i) Excess Deferrals as described in Regulation §1.402(g)-1(e)(3) including any income allocable to such corrective distributions; (ii) Excess Contributions under a 401(k) Plan described in Regulation §1.401(k)-1(f)(4) including any income allocable to such corrective distributions; and (iii) Excess Aggregate Contributions described in Regulation §1.401(m)-2(b)(2) including any income allocable to such distributions; (E) if applicable to the Plan, loans



that are treated as deemed distributions pursuant to Code §72(p) (F) if applicable to the Plan, dividends paid on Employer securities as described in Code §404(k); (G) if applicable to the Plan, the costs of life insurance coverage (P.S. 58 costs); (H) if applicable to the Plan, prohibited allocations that are treated as deemed distributions pursuant to Code §409(p); (I) if applicable to the Plan, the portion of any distribution which is attributable to a financial hardship distribution; (J) if applicable to the Plan, effective for Plan Years beginning on or after January 1, 2008, a distribution that is a permissible withdrawal from an eligible automatic contribution arrangement within the meaning of Code §414(w); and (K) any other distribution that is reasonably expected to total less than \$200 during a year.

- 2.3 Qualified Domestic Relations Orders.** This Section is effective as of April 6, 2007. The term "Qualified Domestic Relations Order" or "QRDO" is amended to include (a) an order that is issued with respect to another domestic relations order or QDRO, including an order that revises or amends a prior order; (b) an order issued after the Participant's Annuity Starting Date or death; or (c) an order that names as the alternate payee a person deemed financially dependent upon the Participant, provided that the other requirements for a QDRO as set forth in the Plan's QDRO procedure and/or as defined in Code §414(p) are satisfied.
- 2.4 Determination Whether Partial Termination of the Plan Has Occurred.** The determination of whether a partial termination of the Plan has occurred under Code §411(d)(3) depends on the facts and circumstances, pursuant to Revenue Ruling 2007-43. This determination is based upon the following provisions:
- (a) **Extent to which Participants have a Termination of Employment.** If the Turnover Rate is at least 20 percent, there is a presumption that a partial termination of the Plan has occurred.
  - (b) **Transfer to Affiliated Employer.** Employees who have a Termination of Employment with the Employer on account of a transfer to an Affiliated Employer are not considered as having a Termination of Employment for purposes of calculating the Turnover Rate, if those Employees continue to be covered by the Plan or a plan that is a continuation of the Plan under which they were previously covered.
  - (c) **Facts and Circumstances.** Whether a partial termination of the Plan occurs on account of Participant turnover (and the time of such event) depends on all the facts and circumstances in a particular case. Facts and circumstances indicating that the Turnover Rate for an Applicable Period is routine for the Employer favor a finding that there is no partial termination for that Applicable Period. For this purpose, information as to the Turnover Rate in other Applicable Periods and the extent to which Employees who Terminated Employment were actually replaced, whether the new Employees performed the same functions, had the same job classification or title, and received comparable Compensation are relevant to determining whether the turnover is routine for the Employer.
  - (d) **Effect of Partial Termination.** If a partial termination occurs on account of turnover during an Applicable Period, then all Participants who had a Termination of Employment during the Applicable Period must be fully Vested in the amounts credited to their Participant's Accounts.
  - (e) **Other Circumstances that May Trigger Partial Termination.** A partial termination of the Plan can also occur for reasons other than turnover. A partial termination can occur due to Plan amendments that adversely affect the rights of Employees to Vest in benefits under the Plan, or Plan amendments that exclude a group of Employees who have previously been covered by the Plan.
  - (f) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
    - (1) **Applicable Period.** The term "Applicable Period" means a period that depends upon the facts and circumstances: the Applicable Period is a Plan Year (or, if a Plan Year that is less than 12 consecutive months, then the Plan Year plus the immediately preceding Plan Year) or a longer period if there are a series of related Terminations of Employment.
    - (2) **Employer-Initiated Termination of Employment.** The term "Employer-Initiated Termination of Employment" means generally any Termination of Employment other than a Termination of Employment on account of death, Disability, or retirement on or after Normal Retirement Age. An Employee's Termination of Employment is an Employer-Initiated Termination of Employment even if it is caused by an event outside of the Employer's control, such as Termination of Employment due to depressed economic conditions. In certain situations, the Employer may be able to verify that a Termination of Employment is not an Employer-Initiated Termination of Employment; a claim that a Termination of Employment is purely voluntary can be

supported through items such as information from personnel files, Employee statements, and other corporate records.

- (3) **Turnover Rate.** The term "Turnover Rate" means the percentage equal to the number of Participants who had an Employer-Initiated Termination of Employment during the Applicable Period, divided by the sum of (A) all Participants at the start of the Applicable Period, plus (B) the Employees who became Participants during the Applicable Period. All Participants are taken into account in calculating the Turnover Rate, including Vested Participants and non Vested Participants.

**2.5 Code §415 Limitations Under the Final Code §415 Regulations.** This Section is effective as of the first day of the first Limitation Year beginning on or after July 1, 2007 except as may otherwise be provided herein, and this Section applies for all Plan purposes.

- (a) **Maximum Annual Addition.** The maximum Annual Addition made to a Participant's Account maintained under the Plan for any Limitation Year will not exceed the lesser of the Dollar Limitation set forth in paragraph (a)(1) or the Compensation Limitation set forth in paragraph (a)(2), as adjusted in the remainder of this Section (a), as follows:
  - (1) **Dollar Limitation.** The Dollar Limitation is \$40,000, as adjusted by the Treasury in accordance with Code §415(d).
  - (2) **Compensation Limitation.** The Compensation Limitation is an amount equal to 100% of the Participant's Code §415(c)(3) Compensation for the Limitation Year. However, this limitation will not apply to any contribution made for medical benefits within the meaning of Code §401(h) or Code §419A(f)(2) after separation from service which is otherwise treated as an Annual Addition under Code §415(l)(1) or Code §419A(d)(2).
- (3) **Adjustments to Maximum Annual Addition.** In applying the limitation on Annual Additions set forth herein, the following adjustments must be made:
  - (A) **Short Limitation Year.** In a Limitation Year of less than 12 months, the Defined Contribution Dollar Limitation in paragraph (a)(1) will be adjusted by multiplying it by the ratio that the number of months in the short Limitation Year bears to 12.
  - (B) **Plans with Different Limitation Years.** If a Participant participates in multiple Defined Contribution Plans sponsored by the Employer with different Limitation Years, the maximum Annual Addition in this Plan for the Limitation Year will be reduced by the Annual Additions credited to the Participant's accounts in the other plans for such Limitation Year.
  - (C) **Plans with the Same Limitation Year.** If a Participant participates in multiple Defined Contribution Plans sponsored by the Employer which have the same Limitation Year, then (i) if only one of the plans is subject to Code §412, Annual Additions will first be credited to the Participant's accounts in the plan so subject; and (ii) if none of the plans are subject to Code §412, the maximum Annual Addition in this Plan for a given Limitation Year will either [a] equal the product of the maximum Annual Addition for such Limitation Year minus any other Annual Additions previously credited to the Participant's account, multiplied by the ratio that the Annual Additions which would be credited to a Participant's accounts hereunder without regard to the limitations regarding the Aggregation of Plans in paragraph (b) bears to the Annual Additions for all plans described in this paragraph, or [b] be reduced by the Annual Additions credited to the Participant's accounts in the other plans for such Limitation Year.
  - (D) **Adjustment for Excessive Annual Additions.** If for any Limitation Year the Annual Additions allocated to a Participant's Account exceeds the maximum Annual Addition permitted under this Section, then the Sponsoring Employer will follow the rules of any Employee Plans Compliance Resolution System (EPCRS) that is issued by the Internal Revenue Service.
- (b) **Aggregation of Plans.** This Section (b) aggregates plans for purposes of applying the provisions of this Section and the rules of Regulation §1.415(f)-1.

- (1) **General Rule.** Except as provided in this Section and Regulation §1.415(f)-1, for purposes of applying the limitations of this Section and Code §415(c) applicable to a Participant for a particular Limitation Year (A) all Defined Contribution Plans (without regard to whether a plan has been terminated) ever maintained by the Employer (or a predecessor Employer) under which the Participant receives Annual Additions are treated as one Defined Contribution Plan; and (B) all 403(b) annuity contracts purchased by an Employer (including plans purchased through salary reduction contributions) for the Participant are treated as one 403(b) annuity contract.
- (2) **Affiliated Employers and Leased Employees.** All Employees of all Affiliated Employers are treated as employed by a single Employer for Code §415 purposes. Any Defined Contribution Plan maintained by any Affiliated Employer is deemed maintained by all Affiliated Employers. Furthermore, under Code §414(n), with respect to any recipient for whom a Leased Employee performs services, the Leased Employee is treated as an Employee of the recipient, but contributions or benefits provided by the leasing organization that are attributable to services performed for the recipient are treated as provided under the plan maintained by the recipient. However, under Code §414(n)(5), the rule of the previous sentence does not apply to a Leased Employee with respect to services performed for a recipient if (A) the Leased Employee is covered by a plan that is maintained by the leasing organization and that meets the requirements of Code §414(n)(5)(B); and (B) Leased Employees do not constitute more than 20% of the recipient's non-highly compensated workforce.
- (3) **Formerly Affiliated Plan of an Employer.** A Formerly Affiliated Plan of an Employer is taken into account for purposes of applying the aggregation rules of this Section to the Employer, but the Formerly Affiliated Plan of an Employer is treated as if it had terminated immediately prior to the cessation of affiliation, and had purchased annuities to provide benefits. For purposes of this paragraph, the term "Formerly Affiliated Plan of an Employer" means a plan that, immediately prior to the Cessation of Affiliation, was actually maintained by one or more of the entities that constitute the Employer (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)), and immediately after the Cessation of Affiliation, is not actually maintained by any of the entities that constitute the Employer (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, the term "Cessation of Affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single Employer under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2) (such as

the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the Employer under the employer affiliation rules of Regulation §1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

- (4) **Predecessor Employer.** For purposes of Code §415 and Regulations promulgated thereunder, a former employer is a predecessor employer with respect to a Participant in the Plan maintained by the Employer if the Employer maintains the Plan under which the Participant had accrued a benefit while performing services for the former employer (for example, the Employer assumed sponsorship of the former employer's plan, or the Plan received a transfer of benefits from the former employer's plan), but only if that benefit is provided under the Plan maintained by the Employer. In applying the limitations of Code §415 to a Participant in the Plan maintained by the Employer, the Plan must take into account benefits provided to the Participant under plans that are maintained by the predecessor employer and that are not maintained by the Employer; the Employer and predecessor employer constituted a single Employer under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (as if they constituted two, unrelated employers under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the predecessor employer relationship, such as a transfer of benefits or plan sponsorship. However, with respect to the Employer of the Participant, a former entity that antedates the Employer is a predecessor employer with respect to the Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity. This occurs where formation of the Employer constitutes a mere formal or technical change in the employment relationship and continuity otherwise exists in the substance and administration of the business operations of the former entity and the Employer.
  - (5) **Nonduplication.** In applying the limitations of Code §415 to the Plan maintained by an Employer, if the Plan is aggregated with another plan pursuant to the aggregation rules of this Section, then a Participant's benefits are not counted more than once in determining the Participant's aggregate Annual Additions, pursuant to the rules of Regulation §1.415(f)-1(d)(1).
  - (6) **Previously Unaggregated Plans.** The following rule applies to situations in which two or more existing plans, which previously were not required to be aggregated pursuant to Code §415(f), are aggregated during a particular Limitation Year and, as a result, the limitations of Code §415(b) or (c) are exceeded for that Limitation Year. Two or more Defined Contribution Plans that are not required to be aggregated pursuant to Code §415(f) as of the first day of a Limitation Year satisfy the requirements of Code §415 with respect to a Participant for the Limitation Year if they are aggregated later in that Limitation Year, provided that no Annual Additions are credited to the Participant's Account after the date on which the plans are required to be aggregated.
  - (7) **Multiple Plan Fraction.** The provisions of Code §415(e) shall not apply to this Plan for Limitation Years beginning on or after January 1, 2000 (or, if later, the first day of the Limitation Year in which Code §415(e) is not applicable to the Plan in whole or in part, pursuant to the provisions of the prior Plan document or separate Plan amendment).
- (c) **Definitions.** As used in this Section and for all Plan purposes, the following words and phrases have the following meanings:
- (1) **Annual Additions.** The term "Annual Additions" means the sum of the following amounts credited to a Participant's Account for the Limitation Year:
    - (A) **Amounts That Are Included.** The following amounts are included as Annual Additions: (i) Employer contributions, even if such contributions are Excess Contributions (as described in Code §401(k)(8)(B)) or Excess Aggregate Contributions (as described in Code §401(m)(6)(B)), or such Excess Contributions or Excess Aggregate Contributions are corrected through distribution; (ii) Employee Contributions, including Mandatory Employee Contributions (as defined in Code §411(c)(2)(C) and the Regulations thereunder) and Voluntary Employee Contributions; (iii) Forfeitures; (iv) contributions allocated to any individual medical account, as defined in Code §415(l)(2), which is part of a pension or annuity plan established pursuant to Code §401(h) and maintained by the Employer; (v) amounts attributable to post-retirement medical benefits allocated to a separate account for a Key Employee (any Employee who, at any time during the plan year or any preceding plan year, is or was a Key Employee pursuant to Code §419A(d)), maintained by the Employer; and (vi) effective as of the first day of the first Limitation Year beginning on or after July 1, 2007, the difference between the value of any assets transferred to the Plan and the

consideration, where an Employee or the Employer transfers assets to the Plan in exchange for consideration that is less than the fair market value of the assets transferred to the Plan.

(B) **Amounts That Are Not Included.** Notwithstanding subparagraph (A), a Participant's Annual Additions do not include the following: (i) the restoration of an Employee's accrued benefit by the Employer under Code §411(a)(3)(D) or Code §411(a)(7)(C) or resulting from the repayment of cashouts (as described in Code §415(k)(3)) under a governmental plan (as defined in Code §414(d)) for the Limitation Year in which the restoration occurs, regardless of whether the Plan restricts the timing of repayments to the maximum extent allowed by Code §411(a); (ii) Catch-Up Contributions made under Code §414(v) and Regulation §1.414(v)-1; (iii) effective as of the first day of the first Limitation Year beginning on or after July 1, 2007, a Restorative Payment that is allocated to a Participant's Account. For purposes of this clause, the term "Restorative Payment" means a payment made to restore some or all of the Plan's losses resulting from an action (or a failure to act) by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan) under other applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. This includes payments to the Plan made pursuant to a Department of Labor order, the Department of Labor's Voluntary Fiduciary Correction Program, or a court-approved settlement, to restore losses to a qualified Defined Contribution Plan. Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty under applicable law are not Restorative Payments and generally constitute contributions that give rise to Annual Additions; (iv) Excess Elective Deferrals that are distributed in accordance with Regulation §1.402(g)-1(e)(2) or (3); (v) Rollover Contributions (as described in Code §401(a)(31), §402(c)(1), §403(a)(4), §403(b)(8), §408(d)(3), and §457(e)(16)); (vi) repayments of loans made to a Participant from the Plan; (vii) repayments of prior Plan distributions described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3); (viii) Transfer Contributions from a qualified plan to a Defined Contribution Plan; (ix) the reinvestment of dividends on Employer securities under an employee stock ownership plan pursuant to Code §404(k)(2)(A)(iii)(II); and (x) Employee contributions to a qualified cost of living arrangement within the meaning of Code §415(k)(2)(B).

- (2) **Code §415(c)(3) Compensation.** The term "Code §415(c)(3) Compensation" means, for the specific purposes and as elected by the Sponsoring Employer in the Election Form, either Form W-2 Compensation, Code §3401 Compensation, Safe Harbor Code §415 Compensation, or Statutory Code §415 Compensation during the entire Compensation Determination Period that statutorily applies, subject to the following rules:
- (A) **Exclusions to Compensation Do Not Apply.** Code §415(c)(3) Compensation includes any amounts that may be excluded from Compensation for purposes of allocation purposes.
- (B) **Inclusion of Certain Amounts.** Code §415(c)(3) Compensation includes any Elective Deferral as defined in Code §402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee which are not includible in gross income by reason of Code §125 (and Deemed Code §125 Compensation), Code §132(f)(4), or Code §457.
- (C) **Treatment of Post-Severance Compensation.** Effective January 1, 2005, Code §415(c)(3) Compensation includes Post-Severance Compensation.
- (D) **Code §401(a)(17) Annual Compensation Limit.** Effective as of the first day of the first Limitation Year beginning on or after July 1, 2007, Code §415(c)(3) Compensation for any Limitation Year shall not exceed the Code §401(a)(17) Compensation Limit that applies to that Limitation Year. If the Limitation Year is not the calendar year, then the Code §401(a)(17) Compensation Limit that applies to such Limitation Year is the Code §401(a)(17) Compensation Limit in effect for the respective calendar year in which such Limitation Year begins.
- (E) **Compensation Earned in Limitation Year but Paid in Next Limitation Year.** If elected by the Sponsoring Employer in the Election Form, then effective as of the first day of the first Limitation Year beginning on or after July 1, 2007, Code §415(c)(3) Compensation for any Limitation Year will include any amounts earned during that Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates if: (i) these amounts are paid during the first few weeks of the



next Limitation Year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no Code §415(c)(3) Compensation is included in more than one Limitation Year.

- (F) **Self-Employed Individuals.** Code §415(c)(3) Compensation of a Self-Employed Individual will be equal to his or her Earned Income, plus amounts deferred at the election of the Self-Employed Individual that would be includible in gross income but for the rules of Code §402(e)(3), §402(h)(1)(B), §402(k), or §457(b).
- (3) **Defined Contribution Plan.** The term "Defined Contribution Plan" means a defined contribution plan within the meaning of Code §414(i) (including the portion of a plan treated as a defined contribution plan under the rules of Code §414(k)) that is (A) a plan described in Code §401(a) which includes a trust which is exempt from tax under Code §501(a); (B) an annuity plan described in Code §403(a); (C) a simplified employee pension described in Code §408(k); (D) an arrangement which is treated as a Defined Contribution Plan for purposes of this Section, Code §415 and the Regulations promulgated thereunder, according to the following rules: (i) Mandatory Employee Contributions (as defined in Code §411(c)(2)(C) and Regulation §1.411(c)-1(c)(4), regardless of whether the Plan is subject to the requirements of Code §411) to a defined benefit plan, are treated as contributions to a Defined Contribution Plan. For this purpose, contributions that are picked up by the Employer as described in Code §414(h)(2) are not considered Employee Contributions; (ii) contributions allocated to any individual medical benefit account which is part of a pension or annuity plan established pursuant to Code §401(h) are treated as contributions to a Defined Contribution Plan pursuant to Code §415(l)(1); (iii) amounts attributable to post-retirement medical benefits allocated to an account established for a Key Employee (any Employee who, at any time during the plan year or any preceding plan year, is or was a Key Employee pursuant to Code §419A(d)(1)) are treated as contributions to a Defined Contribution Plan pursuant to Code §419A(d)(2); and (iv) Annual Additions under an annuity contract described in Code §403(b) are treated as Annual Additions under a Defined Contribution Plan.
- (4) **Safe Harbor Code §415 Compensation.** The term "Safe Harbor Code §415 Compensation" means an Employee's compensation determined under Regulation §1.415(c)-2(d)(2), to wit: the Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Code §125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)). These amounts include, but are not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a non-accountable plan as described in Regulation §1.62-2(c); and in the case of an Employee who is an Employee within the meaning of Code §401(c)(1) and Regulations promulgated under Code §401(c)(1), the Employee's Earned Income (as described in Code §401(c)(2) and Regulations promulgated under Code §401(c)(2)), plus amounts deferred at the election of the Employee that would be includible in gross income but for the rules of Code §402(e)(3), 402(h)(1)(B), 402(k), or 457(b); An Employee's Safe Harbor Code §415 Compensation will be determined in accordance with the following provisions:
- (A) **Exclusion of Certain Amounts.** Safe Harbor Code §415 Compensation does not include (1) Contributions (other than elective contributions described in Code §402(e)(3), §408(k)(6), §408(p)(2)(A)(i), or §457(b)) made by the Employer to a plan of deferred compensation (including a simplified employee pension described in Code §408(k) or a simple retirement account described in Code §408(p), and whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered Safe Harbor Code §415 Compensation, regardless of whether such amounts are includible in the gross income of the Employee when distributed. However, any amounts received by an Employee pursuant to a nonqualified unfunded deferred compensation plan are Safe Harbor Code §415 Compensation in the year the amounts are actually received, but only to the extent such amounts are includible in the Employee's gross income; (2) Amounts realized from the exercise of a nonstatutory option (which is an option other than a statutory option as defined in Regulation §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture pursuant to Code §83 and Regulations promulgated under Code §83); (3) Amounts realized from the sale, exchange, or other disposition of stock acquired under a statutory stock option (as defined in Regulation §1.421-1(b)); (4) Other amounts that receive special tax benefits,

such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in Code §125); and (5) Other items of remuneration that are similar to any of the items listed in clauses (1) through (4) of this paragraph.

- (B) **Inclusion of Certain Amounts.** Safe Harbor Code §415 Compensation includes any Elective Deferral as defined in Code §402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee which are not includible in gross income by reason of Code §125 (and Deemed Code §125 Compensation), Code §132(f)(4), or Code §457.
- (C) **Treatment of Post-Severance Compensation.** Effective January 1, 2005, Safe Harbor Code §415 Compensation includes Post-Severance Compensation.
- (5) **Statutory Code §415 Compensation.** The term "Statutory Code §415 Compensation" means, in applying the Code §415 limits, an Employee's compensation as determined under Regulation §1.415(c)-2(b) and (c), to wit:
  - (A) **Amounts Includable.** Statutory Code §415 Compensation includes remuneration for services of the following types: (1) The Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Code §125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)). These amounts include, but are not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Regulation §1.62-2(c); (2) In the case of an Employee who is an Employee within the meaning of Code §401(c)(1) and Regulations promulgated under Code §401(c)(1), the Employee's Earned Income (as described in Code §401(c)(2) and Regulations promulgated under Code §401(c)(2)), plus amounts deferred at the election of the Employee that would be includible in gross income but for the rules of Code §402(e)(3), 402(h)(1)(B), 402(k), or 457(b); (3) Amounts described in Code §104(a)(3), 105(a), or 105(h), but only to the extent that these amounts are includible in the gross income of the Employee; (4) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code §217; (5) The value of a nonstatutory option (which is an option other than a statutory option as defined in Regulation §1.421-1(b)) granted to an Employee by the Employer, but only to the extent that the value of the option is includible in the gross income of the Employee for the taxable year in which granted; (6) The

amount includible in the gross income of an Employee upon making the election described in Code §83(b); and (7) Amounts that are includible in the gross income of an Employee under the rules of Code §409A or §457(f)(1)(A) or because the amounts are constructively received by the Employee.

- (B) **Exclusion of Certain Amounts.** Statutory Code §415 Compensation does not include (1) Contributions (other than elective contributions described in Code §402(e)(3), §408(k)(6), §408(p)(2)(A)(i), or §457(b)) made by the Employer to a plan of deferred compensation (including a simplified employee pension described in Code §408(k) or a simple retirement account described in Code §408(p), and whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered Statutory Code §415 Compensation, regardless of whether such amounts are includible in the gross income of the Employee when distributed. However, any amounts received by an Employee pursuant to a nonqualified unfunded deferred compensation plan are Statutory Code §415 Compensation in the year the amounts are actually received, but only to the extent such amounts are includible in the Employee's gross income; (2) Amounts realized from the exercise of a nonstatutory option (which is an option other than a statutory option as defined in Regulation §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture pursuant to Code §83 and Regulations promulgated under Code §83); (3) Amounts realized from the sale, exchange, or other disposition of stock acquired under a statutory stock option (as defined in Regulation §1.421-1(b)); (4) Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in Code §125); and (5) Other items of remuneration that are similar to any of the items listed in clauses (1) through (4) of this paragraph.
- (C) **Inclusion of Certain Amounts.** Statutory Code §415 Compensation includes any Elective Deferral as defined in Code §402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee which are not includible in gross income by reason of Code §125 (and Deemed Code §125 Compensation), Code §132(f)(4), or Code §457.
- (D) **Treatment of Post-Severance Compensation.** Effective January 1, 2005, Statutory Code §415 Compensation includes Post-Severance Compensation.
- (6) **Post-Severance Compensation.** The term "Post-Severance Compensation" means, for Limitation Years beginning on or after July 1, 2007, the following amounts that would have been included as Code §415(c)(3) Compensation if the amounts were paid prior to the Employee's Termination of Employment and that are paid to the Employee by the later of 2½ months after Termination of Employment or the end of the Limitation Year that includes the Employee's date of Termination of Employment:
- (A) **Regular Pay After Termination.** Regular pay after Termination of Employment will be considered Post-Severance Compensation if (i) the payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid prior to Termination of Employment if the Employee had continued in employment with the Employer.
- (B) **Leave Cashouts and Deferred Compensation.** If elected by the Sponsoring Employer in the Election Form, then leave cashouts and deferred compensation will be considered Post-Severance Compensation if the amount is either (i) payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued; or (ii) received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.
- (C) **Imputed Compensation when Participant Becomes Disabled.** If elected by the Sponsoring Employer in the Election Form and a Participant in a Defined Contribution Plan becomes permanently and totally disabled as defined in Code §22(e)(3), then notwithstanding anything in the Plan or this Section to the contrary, Code §415(c)(3) Compensation will be imputed during the time the Participant is permanently and totally disabled. The rate that Code §415(c)(3) Compensation will be imputed to such Participant is



equal to the rate of Code §415(c)(3) Compensation that was paid to the Participant immediately before becoming permanently and totally disabled. The total period in which Code §415(c)(3) Compensation will be imputed to a Participant in the Defined Contribution Plan who becomes permanently and totally disabled will be determined pursuant to a nondiscriminatory policy established by the Administrator; however, if Code §415(c)(3) Compensation is imputed to a Participant who is a Highly Compensated Employee pursuant to this paragraph, then the continuation of any Non-Safe Harbor Non-Elective Contributions to such Participant will be for a fixed or determinable period pursuant to Code §415(c)(3)(C).

(D) **Continuation of Compensation while in Qualified Military Service.** If elected by the Sponsoring Employer in the Election Form, then notwithstanding anything in the Plan or this Section to the contrary, Code §415(c)(3) Compensation includes payments by the Employer to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)), to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

**2.6 Vesting of Non-Safe Harbor Non-Elective Contribution Accounts.** If elected by the Sponsoring Employer in the Election Form, then this Section is effective as of the first day of the first Plan Year beginning after December 31, 2006. This Section applies to the Non-Safe Harbor Non-Elective Contribution Accounts of the Plan, subject to the following rules and provisions:

- (a) **Participants to Whom the Post-2006 Vesting Schedule Relates.** As elected by the Sponsoring Employer in the Election Form, the Post-2006 Vesting Schedule applies to the Non-Safe Harbor Non-Elective Contribution Account of either: (1) any Participant who completes an Hour of Service during any Plan Year beginning after December 31, 2006; or (2) any Participant (regardless of whether such Participant has Terminated Employment) who has a Non-Safe Harbor Non-Elective Contribution Account balance during any Plan Year beginning after December 31, 2006 and whose Non-Safe Harbor Non-Elective Contribution Account has not become subject to the Forfeiture provisions of the Plan prior to the first day of the first Plan Year beginning after December 31, 2006.
- (b) **Account Balances to Which the Post-2006 Vesting Schedule Relates.** As elected by the Sponsoring Employer in the Election Form, the Post-2006 Vesting Schedule applies to either (1) the entire Non-Safe Harbor Non-Elective Contribution Account; or (2) the portion of the Non-Safe Harbor Non-Elective Contribution Account to which is allocated Non-Safe Harbor Non-Elective Contributions, Forfeitures, and earnings for Plan Years beginning after December 31, 2006 (and subsequent earnings attributable to such allocations). The portion of the Non-Safe Harbor Non-Elective Contribution Account to which was allocated Non-Safe Harbor Non-Elective Contributions, Forfeitures, and earnings for Plan Years beginning prior to January 1, 2007 (and subsequent earnings attributable to such allocations) will remain subject to the Pre-2007 Vesting Schedule without regard to this Section or the Vesting schedule selected in the current Plan document that applies to Non-Safe Harbor Non-Elective Contribution Accounts.
- (c) **Protection of Participant's Vested Interest.** This Section will not directly or indirectly reduce a Participant's Vested Interest in his or her Non-Safe Harbor Non-Elective Contribution Account. Notwithstanding the foregoing, in the case of an Employee who is a Participant as of the later of (1) the date that this Section is adopted or (2) the date that this Section becomes effective, the Participant's Vested Interest in his or her Non-Safe Harbor Non-Elective Contribution Account determined as of such date will not be less than the Participant's Vested Interest in his or her Non-Safe Harbor Non-Elective Contribution Account computed by using the Pre-2007 Vesting Schedule.

- (d) **Participant's Special Election.** Any Participant with at least three Years of Service or 1-Year Periods of Service, as applicable, for Vesting purposes may, by filing a written request with the Administrator, elect to have the Vested Interest in his or her Non-Safe Harbor Non-Elective Contribution Account computed by using the Pre-2007 Vesting Schedule. A Participant who fails to make an election will have the Vested Interest in his or her Non-Safe Harbor Non-Elective Contribution Account computed by using the Post-2006 Vesting Schedule. The period in which the election may be made will begin on the date that this Section is adopted or is deemed to have been made and will end on the latest of: (1) sixty days after this Section is adopted; (2) sixty (60) days after this Section becomes effective; or (3) sixty days after the Participant is given written notice of this Section by the Sponsoring Employer or Administrator. However, no election need be provided to any Participant whose Vested percentage on and after the first day of the first Plan Year beginning after December 31, 2006, at any time is not less than the Vested percentage computed by using the Pre-2007 Vesting Schedule. Notwithstanding anything in this Section to the contrary, a Participant with at least three Years of Service or 1-Year Periods of Service, as applicable, for Vesting purposes will be provided at all times with a Vested percentage of his or her Non-Safe Harbor Non-Elective Contribution Account that is not less than the Vested percentage of his or her Non-Safe Harbor Non-Elective Contribution Account computed by using Post-2006 Vesting Schedule and the Vesting percentage of his or her Non-Safe Harbor Non-Elective Contribution Account computed by using the Pre-2007 Vesting Schedule.
- (e) **Application of this Section to the Participant's Account.** If the Plan is a profit sharing volume submitter plan, a money purchase volume submitter plan, or a target benefit volume submitter plan, then the "Employer's contribution" is substituted for the "Non-Safe Harbor Non-Elective Contribution;" and the "Participant's Account" is substituted for the "Non-Safe Harbor Non-Elective Contribution Account" throughout this Section. Furthermore, if the Plan had Prevailing Wage Accounts that did not comply with the Vesting requirements of PPA§ 904 as of the first day of the first Plan Year beginning after December 31, 2006, then the "Prevailing Wage Contribution" is substituted for the "Non-Safe Harbor Non-Elective Contribution;" and the "Prevailing Wage Account" is substituted for the "Non-Safe Harbor Non-Elective Contribution Account" throughout this Section
- (f) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
- (1) **Post-2006 Vesting Schedule.** The term "Post-2006 Vesting Schedule" means the Vesting schedule that applies to the Non-Safe Harbor Non-Elective Contribution Accounts as set forth in the Plan document.
  - (2) **PPA.** The term "PPA" means the Pension Protection Act of 2006.
  - (3) **Pre-2007 Vesting Schedule.** The term "Pre-2007 Vesting Schedule" means the Vesting schedule that applied to the Non-Safe Harbor Non-Elective Contribution Accounts which was enumerated in the prior Plan document. As elected by the Sponsoring Employer in the Election Form, the Pre-2007 Vesting Schedule was either subparagraphs (A), (B) or (C) below:
 

(A) <b>7 Year Graded.</b>	1 Year/Period of Service	0% Vested Interest
	2 Years/Periods of Service	0% Vested Interest
	3 Years/Periods of Service	20% Vested Interest
	4 Years/Periods of Service	40% Vested Interest
	5 Years/Periods of Service	60% Vested Interest
	6 Years/Periods of Service	80% Vested Interest
	7 Years/Periods of Service	100% Vested Interest
(B) <b>5 Year Cliff.</b>	1 Year/Period of Service	0% Vested Interest
	2 Years/Periods of Service	0% Vested Interest
	3 Years/Periods of Service	0% Vested Interest
	4 Years/Periods of Service	0% Vested Interest
	5 Years/Periods of Service	100% Vested Interest
  - (C) **Other.** A Participant's Non-Safe Harbor Non-Elective Contribution Account will be Vested in accordance with the schedule selected in the Election Form, provided that any schedule selected for a non-Top Heavy Plan Year must be at least as favorable as either the 7 Year Graded Vesting schedule or the 5 Year Cliff Vesting schedule of set forth in (A) or (B) above.

**2.7 Diversification.** If all or a portion of a Participant's Account is invested in Employer Securities on or after the first day of the first Plan Year beginning after December 31, 2006, then this Section is effective as of the first day of the first Plan Year beginning after December 31, 2006, and the Plan is subject to the following:

- (a) **General Divestment Provisions.** Subject to paragraph (b) below, the Participant (and the Participant's Beneficiary who has an account in the Plan with respect to which the Beneficiary is entitled to exercise the rights of the Participant) may elect to divest the Participant's Account of Employer Securities and reinvest the proceeds in alternative investment options described in paragraph (c) below. Notice must be given to Participants and/or Beneficiaries not later than 30 days prior to the date on which they will have the right to divest Employer Securities. Furthermore, this paragraph applies to a Participant's Voluntary Employee Contribution Account, Mandatory Employee Contribution Account, and/or Elective Deferral Account, if applicable to the Plan, without applying the restrictions of paragraph (b).
- (b) **Special Restrictions and Conditions on Employer Contributions (Other Than Elective Deferrals).** Special restrictions and conditions apply to a Participant's Account attributable to Employer contributions (other than a Participant's Elective Deferral Account) that are invested in Employer Securities:
  - (1) **Individuals Who Are Affected.** The individuals who will have the right to divest a Participant's Account of amounts attributable to Employer contributions (other than Elective Deferrals) that are invested in Employer Securities will be limited to the following: (A) a Participant who has completed at least three (3) Years of Service or 1-Year Periods of Service, as applicable; (B) a Beneficiary of a Participant who has completed at least three (3) Years of Service or 1-Year Periods of Service, as applicable; and (C) a Beneficiary of a deceased Participant.
  - (2) **Employer Securities Acquired on or After January 1, 2007.** To the extent that all or a portion of a Participant's Account attributable to Employer contributions (other than a Participant's Elective Deferral Account) consists of Employer Securities that were acquired in a Plan Year beginning on or after January 1, 2007, the divestment requirements will apply to the total amount of the Employer Securities acquired with such Employer contributions.
  - (3) **Employer Securities Acquired Before January 1, 2007.** To the extent that all or a portion of a Participant's Account attributable to Employer contributions (other than a Participant's Elective Deferral Account) consists of Employer Securities acquired in a Plan Year beginning before January 1, 2007, the divestment requirements only apply to a portion of the Employer Securities acquired with such Employer contributions. Such portion will be equal to 33% of such Employer Securities for the first Plan Year, 66% for the second such Plan Year, and 100% for the third Plan Year.
  - (4) **Restrictions Applied Separately to Each Class of Employer Securities.** The special restrictions and conditions of this paragraph (b) will be applied separately with respect to each class of Employer Securities held in the Participant's Account. Furthermore, the special restrictions and conditions of this paragraph (b) will not apply to the extent that a Participant has attained age 55 or completed at least three (3) Years of Service or 1-Year Periods of Service, as applicable, before the first Plan Year beginning after December 31, 2005; instead, paragraph (a) will apply.
- (c) **Alternative Investment Options.** The Plan will offer at least three (3) investment options other than Employer Securities, to which a Participant or, if applicable, his or her Beneficiary can direct the proceeds from the divestment of Employer Securities. Each investment option will be diverse from the other investment options, having materially different risk and return characteristics. The divestment direction can be limited to periodic, reasonable opportunities no less frequently than quarterly, in accordance with procedures set forth by the Administrator. The Plan will not impose restrictions or conditions with respect to the investment of Employer Securities which are not imposed on the investment of other assets of the Plan, except as required by securities laws or other Regulations.
- (d) **Definitions.** As used in this Section, the term "Employer Securities" means employer securities as defined ERISA §407(d)(1) that are readily tradable on an established securities market.

- 2.8 Calculation of Gap Period Income for Excess Elective Deferrals.** If the Plan is a Code §401(k) Plan, then this Section is effective for distributions of Excess Elective Deferrals (as defined in Code §402(g)(2)(A)) in taxable years beginning on or after January 1, 2007, and will apply to Excess Elective Deferrals that occur in taxable years beginning on or after January 1, 2006. Excess Elective Deferrals will be adjusted for any income or loss up to the end of the Plan Year and during the end of the Plan Year and the actual date of distribution (the "gap period"), until repealed by any Regulation, IRS pronouncement, or statute. Any adjustment for income or loss during the gap period will be allocated in a consistent manner to all Participants and to all corrective distributions of Excess Elective Deferrals made for the Plan Year, and will be the amount determined by one of the methods set forth in paragraphs (a), (b) or (c), as elected by the Administrator:
- (a) **Method 1.** The amount determined by multiplying the income or loss allocable to the Participant's Elective Deferrals for the taxable year and the gap period, by a fraction, the numerator of which is the Participant's Excess Elective Deferrals for the taxable year and the denominator of which is the Participant's Elective Deferral Account balance as of the beginning of the Participant's taxable year plus any Elective Deferrals allocated to the Participant during the taxable year and the gap period.
  - (b) **Method 2.** The sum of (1) and (2) as follows: (1) the amount determined by multiplying the income or loss allocable to the Participant's Elective Deferrals for the taxable year, by a fraction, the numerator of which is the Participant's Excess Elective Deferrals for the taxable year and the denominator of which is the Participant's Elective Deferral Account balance as of the beginning of the Participant's taxable year plus any Elective Deferrals allocated to the Participant during such taxable year; plus (2) the amount of gap period income or loss equal to 10% of the amount determined under clause (1) above multiplied by the number of whole months between the end of the Participant's taxable year and the distribution date, counting the month of distribution if the distribution occurs after the 15th day of such month.
  - (c) **Method 3.** The amount determined by any reasonable method of allocating income or loss to the Participant's Excess Elective Deferrals for the taxable year and for the gap period, provided the method used is the same method used for allocating income or losses to the Participant's Account (or any sub-account of the Participant's Account). This Plan will not fail to use a reasonable method for computing the income allocable to excess deferrals merely because the income allocable to such excess deferrals is determined on a date that is no more than 7 days before the distribution.
- 2.9 Rollover by a Non-Spouse Designated Beneficiary.** If elected by the Sponsoring Employer in the Election Form, then this Section is effective as of the effective date elected in the Election Form. A Beneficiary who (a) is other than the Participant's Spouse and (b) is considered to be a Designated Beneficiary under Code §401(a)(9)(E) (known as a "Non-Spouse Designated Beneficiary") may establish an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b) (known as an "Inherited IRA") into which all or a portion of a death benefit (to which such Non-Spouse Designated Beneficiary is entitled) can be transferred in a direct trustee-to-trustee transfer (a direct rollover). Notwithstanding the above, any amount payable to a Non-Spouse Designated Beneficiary that is deemed to be a required minimum distribution pursuant to Code §401(a)(9) may not be transferred into such Inherited IRA. The Non-Spouse Designated Beneficiary may deposit into such Inherited IRA all or any portion of the death benefit that is deemed to be an eligible rollover distribution (but for the fact that the distribution is not an eligible rollover distribution because the distribution is being paid to a Non-Spouse Designated Beneficiary). In determining the portion of such death benefit that is considered to be a required minimum distribution that must be made from the Inherited IRA, the Non-Spouse Designated Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Regulation §1.401(a)(9)-3, Q&A-4(c). Any distribution made pursuant to this Section is not subject to the direct rollover requirements of Code §401(a)(31), the notice requirements of Code §402(f), or the mandatory withholding requirements of Code §3405(c). If a Non-Spouse Designated Beneficiary receives a distribution from the Plan, then the distribution is not eligible for the "60-day" rollover rule, which is available to a Beneficiary who is a Spouse. If the Participant's Non-Spouse Designated Beneficiary is a trust, then the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a Designated Beneficiary within the meaning of Code §401(a)(9)(E).
- 2.10 Money Purchase or Target Benefit Plan In-Service Distributions.** If the Plan is either a money purchase plan or a target benefit plan and if elected by the Sponsoring Employer in the Election Form, then this Section is effective as of the effective date elected in the Election Form. A Participant who has attained the Age that is elected by the Sponsoring Employer in the Election Form and who has not yet Terminated Employment may elect to receive a distribution of his or her Vested Account Balance.

**2.11 Qualified Default Investment Alternative.** If the Plan has an Eligible Automatic Contribution Arrangement as described in Code §414(w)(3), then this Section is effective as of the date of the Eligible Automatic Contribution Arrangement (unless an earlier effective date is elected in the Election Form). If the prior sentence does not apply to the Plan and if elected by the Sponsoring Employer in the Election Form, then this Section is effective as of the date elected in the Election Form. If the Plan gives Participants or Beneficiaries the opportunity to direct the investment of any assets in the Participant's Account (or any sub-account) and if any Participant or Beneficiary does not direct the investment of such assets, then such assets in the Participant's Account (or such sub-account(s)) will be invested in a Qualified Default Investment Alternative ("QDIA"), subject to the following:

- (a) **Transfer from QDIA.** Any Participant or Beneficiary on whose behalf assets are invested in a QDIA may transfer, in whole or in part, such assets to any other investment alternative available under the Plan with a frequency consistent with that afforded to a Participant or Beneficiary who elected to invest in the QDIA, but not less frequently than once within any 3-month period.
  - (1) **No Fees During First 90 Days.** A Participant's or Beneficiary's election to make such transfer from the QDIA during the 90-day period beginning on the date of the first investment in a QDIA on behalf of a Participant or Beneficiary or, if the Participant has the opportunity to receive a Permissible Withdrawal, a Permissible Withdrawal during the 90-day period beginning on the date of the Participant's first Elective Deferral under Code §414(w)(2)(B), will not be subject to any restrictions, fees or expenses (including surrender charges, liquidation or exchange fees, redemption fees and similar expenses charged in connection with the liquidation of, or transfer from, the investment), except as permitted in Department of Labor Regulation §2550.404c-5(c)(5)(ii)(B).
  - (2) **Limited Fees after First 90 Days.** Following the end of the 90-day period described in paragraph (1), any transfer from the QDIA or, if the Participant has the opportunity to receive a Permissible Withdrawal, a Permissible Withdrawal, will not be subject to any restrictions, fees or expenses not otherwise applicable to a Participant or Beneficiary who elected to invest in that QDIA.
- (b) **Broad Range of Investment Alternatives.** The Plan must offer a "broad range of investment alternatives" within the meaning of Department of Labor Regulation §2550.404c-1(b)(3).
- (c) **Materials Must Be Provided.** A fiduciary must provide to a Participant or Beneficiary the materials in Department of Labor Regulation §2550.404c-1(b)(2)(i)(B)(1)(viii) and (ix) and Department of Labor Regulation §404c-1(b)(2)(i)(B)(2) relating to a Participant's or Beneficiary's investment in a QDIA.
- (d) **Content and Timing of Notice.** The following provisions apply to the notice required by a QDIA:
  - (1) **Manner and Content.** Such notice must be written in a manner calculated to be understood by the average Participant, and must contain the following: (A) a description of the circumstances under which assets in the Participant's Account (or any sub-account of the Participant's Account) of a Participant or Beneficiary may be invested on behalf of the Participant or Beneficiary in a QDIA; and, if applicable, an explanation of the circumstances under which Elective Deferrals will be made on behalf of a Participant, the percentage of such Elective Deferrals, and the right of the Participant to elect not to have such Elective Deferrals made on the Participant's behalf (or to elect to have such Elective Deferrals made at a different percentage); (B) an explanation of the right of Participants and Beneficiaries to direct the investment of assets in their Participant's Accounts (or any sub-accounts of the Participant's Account); (C) a description of the QDIA, including a description of the investment objectives, risk and return characteristics (if applicable), and fees and expenses attendant to the QDIA; (D) a description of the right of the Participants and Beneficiaries on whose behalf assets are invested in a QDIA to direct the



investment of those assets to any other investment alternative under the Plan, including a description of any applicable restrictions, fees or expenses in connection with such transfer; and (E) an explanation of where the Participants and Beneficiaries can obtain investment information concerning the other investment alternatives available under the Plan.

- (2) **Timing.** The Participant or Beneficiary on whose behalf an investment in a QDIA may be made must be furnished such notice during the following periods: (A) at least 30 days in advance of the Participant's Entry Date of the Plan (or any component of the Plan in which a Participant's Account (or any sub-account of the Participant's Account) may be invested in a QDIA); or at least 30 days in advance of the date of any first investment in a QDIA on behalf of a Participant or Beneficiary; or if the Participant has the opportunity to receive a Permissible Withdrawal, on or before the Participant's Entry Date of the Elective Deferral component of the Plan; and (B) within a reasonable period of time of at least 30 days in advance of each subsequent Plan Year.

(e) **Definitions.** As used in this Section, the following words and phrases have the following meanings:

- (1) **Eligible Automatic Contribution Arrangement.** The term "Eligible Automatic Contribution Arrangement" means the definition of Section 3.4 of this Amendment.
- (2) **Permissible Withdrawal.** The term "Permissible Withdrawal" means the definition of Section 3.5 of this Amendment.
- (3) **QDIA.** The term "QDIA" means a qualified default investment alternative as described in Department of Labor Regulation § 2550.404c-5, which is an investment alternative available to Participants and Beneficiaries, subject to the following rules:
- (A) **No Employer Securities.** The QDIA cannot hold or permit the acquisition of Employer securities, except as permitted by Department of Labor Regulation §2550.404c-5(e)(1)(ii);
- (B) **Transfer Permitted.** The QDIA permits a Participant or Beneficiary to transfer, in whole or in part, his or her investment from the QDIA to any other investment alternative available under the Plan, pursuant to the rules of Department of Labor Regulation §2550.404c-5(c)(5);
- (C) **Management.** The QDIA is (i) managed by an investment manager, within the meaning of ERISA §3(38), a Plan Trustee that meets the requirements of ERISA §3(38)(A), (B) and (C), or the Sponsor Employer who is a named fiduciary within the meaning of ERISA §402(a)(2); (ii) an investment company registered under the Investment Company Act of 1940; or (iii) an investment product or fund described in Department of Labor Regulation §2550.404c-5(e)(4)(iv) or (v).
- (D) **Types of Permitted Investments.** The QDIA is one of the following:
- (i) An investment fund product or model portfolio that applies generally accepted investment theories, is diversified so as to minimize the risk of large losses and that is designed to provide varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed income exposures based on the Participant's age, target retirement date (such as Normal Retirement Age under the Plan) or life expectancy, but is not required to take into account risk tolerances, investments or other preferences of an individual Participant or Beneficiary.
- (ii) An investment fund product or model portfolio that applies generally accepted investment theories, is diversified so as to minimize the risk of large losses and that is designed to provide long-term appreciation and capital preservation through a mix of equity and fixed income exposures consistent with a target level of risk appropriate for Participants of the Plan as a whole, but is not required to take into account the age, risk tolerances, investments or other preferences of an individual Participant or Beneficiary.
- (iii) An investment management service with respect to which a fiduciary, within the meaning of Department of Labor Regulation §2550.404c-5(e)(3)(i), applying generally accepted investment theories, allocates the assets of a Participant's Account to achieve varying degrees of long-term

appreciation and capital preservation through a mix of equity and fixed income exposures, offered through investment alternatives available under the Plan, based on the Participant's age, target retirement date (such as Normal Retirement Age under the Plan) or life expectancy, but is not required to take into account risk tolerances, investments or other preferences of an individual Participant.

- (iv) An investment product or fund designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity. Such investment product will seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product, and be offered by a State or federally regulated financial institution. Such investment product or fund described in this paragraph shall constitute a QDIA for not more than 120 days after the date of the first investment; or the Participant's first Elective Deferral as determined under Code §414(w)(2)(B).
- (v) An investment product or fund designed to guarantee principal and a rate of return generally consistent with that earned on intermediate investment grade bonds, while providing liquidity for withdrawals by Participants and Beneficiaries, including transfers to other investment alternatives. Such investment product must meet the following requirements: [a] there are no fees or surrender charges imposed in connection with withdrawals initiated by a Participant or Beneficiary; and [b] principal and rates of return are guaranteed by a State or federally regulated financial institution. Such product or fund described herein will constitute a QDIA solely for purposes of assets invested in such product or fund before December 24, 2007.

An investment fund product or model portfolio that meets the requirements of this paragraph (4) may be offered through variable annuity or similar contracts, common or collective trust funds, or pooled investment funds without regard to whether such contracts or funds provide annuity purchase rights, investment guarantees, death benefit guarantees, or other features ancillary to the investment fund product or model portfolio.

**2.12 Modification to Normal Retirement Age.** If the Plan is either a money purchase plan or a target benefit plan and if elected by the Sponsoring Employer in the Election Form, then the Plan is subject to the following:

- (a) **Revised Normal Retirement Age.** As elected by the Sponsoring Employer in the Election Form, either:
  - (1) **Normal Retirement Age Enumerated in Plan.** The definition of "Normal Retirement Age" as set forth in the amended and restated Plan is effective as of the date elected in the Election Form; or
  - (2) **Normal Retirement Age Amended by this Section.** Effective as of the date elected in the Election Form, the Plan's definition of "Normal Retirement Age" is amended and means, as elected by the Sponsoring Employer in the Election Form, either:
    - (A) **Age Only.** The time that a Participant attains the Age that is elected by the Sponsoring Employer in the Election Form.
    - (B) **Age and Participation.** The later of (i) the time that a Participant attains the Age that is elected by the Sponsoring Employer in the Election Form, or (ii) the anniversary that is elected by the Sponsoring Employer in the Election Form of becoming a Participant in the Plan.
    - (C) **Age and Years/Periods of Service.** The later of (i) the time that a Participant attains the Age elected by the Sponsoring Employer in the Election Form, or (ii) the date the Participant is credited with at least the number of Years of Service/Periods of Service elected by the Sponsoring Employer in the Election Form; but in no event later than the later of Age 65 or the 5th anniversary of becoming a Participant in the Plan.
    - (D) **Other.** The time elected by the Sponsoring Employer in the Election Form, but in no event later than the later of (i) the time that a Participant attains Age 65, or (ii) the 5th anniversary of becoming a Participant in the Plan.
- (b) **Limited Exemption from Code §411(d)(6).** Although either the amended Plan or this Section, as applicable, has amended/amends the definition of "Normal Retirement Age" to a later "Normal Retirement Age" under Regulation §1.401(a)-1(b)(2) which may eliminate a right to an in-service distribution prior to the effective date of the amended

definition of "Normal Retirement Age," the Plan and this Section do not violate Code §411(d)(6) pursuant to Regulation §1.411(d)-4, Q&A-12 with respect to in-service distributions.

- (c) **No Exemption from Other Code Provisions.** The Plan and this Section are not exempt from the requirements of Code §411(a)(10) (if this Section changes the Plan's vesting rules) and/or Code §411(d)(6) (other than elimination of the right to an in-service distribution prior to the amended Normal Retirement Age). If elected by the Sponsoring Employer in the Election Form, then the Plan is amended by the additional provision(s) as elected by the Sponsoring Employer in the Election Form.

**2.13 Mid-Year Changes Permitted for Safe Harbor 401(k) Plan.** If the Plan is a Safe Harbor 401(k) Plan, then the Plan will continue to satisfy the requirements of Code §401(k)(12) and will continue to be a Safe Harbor 401(k) Plan even if mid-year design changes are implemented to permit Roth Elective Deferrals or to amend the definition of financial hardship distributions under Notice 2007-7, Part III. This Section does not implement such mid-year design changes but only confirms the continuing status of the Plan as a Safe Harbor 401(k) Plan should such mid-year Plan design changes occur pursuant to IRS Announcement 2007-59.



**Article 3**  
**Post-EGTRRA Provisions Effective 2008**

- 3.1 Elimination of Gap Period Income for Excess Contributions.** If elected by the Sponsoring Employer in the Election Form, then this Section is effective as of the date elected in the Election Form. Excess Contributions will be adjusted for any income or loss up to the last day of the Plan Year, without regard to the gap period (the period between the end of the Plan Year and the date of distribution) or any adjustment for income or loss during the gap period.
- 3.2 Elimination of Gap Period Income for Excess Aggregate Contributions.** If elected by the Sponsoring Employer in the Election Form, then this Section is effective as of the date elected in the Election Form. Excess Aggregate Contributions will be adjusted for any income or loss up to the last day of the Plan Year, without regard to the gap period (the period between the end of the Plan Year and the date of distribution) or any adjustment for income or loss during the gap period.
- 3.3 Qualified Automatic Contribution Arrangement.** If elected by the Sponsoring Employer in the Election Form, this Section establishes/memorializes a Qualified Automatic Contribution Arrangement ("QACA") and is effective as of the date elected in the Election Form, and the Plan is subject to the following provisions:
- (a) **QACA Contribution Requirement.** The Employer will make a QACA Contribution as elected by the Sponsoring Employer in the Election Form, to the Participants as elected by the Sponsoring Employer in the Election Form. The QACA Contribution is subject to the following rules and provisions:
- (1) **Rules of QACA Matching Contribution.** If the QACA Contribution is satisfied with a QACA Matching Contribution, then the ratio of QACA Matching Contributions to Elective Deferrals of any Participant who is a Highly Compensated Employee must not exceed the ratio of QACA Matching Contributions to Elective Deferrals of any Participant who is a Non-Highly Compensated Employee with Elective Deferrals at the same percentage of Compensation as any Highly Compensated Employee. Also, the ratio of a Participant's QACA Matching Contributions to the Participant's Elective Deferrals may not increase as the amount of a Participant's Elective Deferrals increases.
- (2) **Plan to Which QACA Contribution Will Be Made.** As elected by the Sponsoring Employer in the Election Form, the QACA Contribution will be made to either (A) this Plan; or (B) another plan as elected by the Sponsoring Employer in the Election Form, so long as that other plan meets the requirements of Code §401(k)(12)(F) and the Regulations thereunder.
- (3) **QACA Contribution Subject to Withdrawal Restrictions.** The QACA Contribution is subject to the withdrawal restrictions set forth in Code §401(k)(2)(B) and Regulation §1.401(k)-1(d).
- (4) **QACA Contribution Must Not Be Used for Permitted Disparity Purposes.** The QACA Contribution will be met without regard to Code §401(l); furthermore, the QACA Contribution will not be taken into account for purposes of Code §401(l).
- (5) **Compensation for QACA Contribution Purposes.** The term "Compensation" means, for purposes of the QACA Contribution, an Employee's Form W-2 Compensation, Code §3401 Compensation, or Safe Harbor Code §415 Compensation, as elected by the Sponsoring Employer in the Election Form, for the Compensation Determination Period as elected by the Sponsoring Employer in the Election Form, subject to the following provisions:
- (A) **Treatment of Elective Deferrals and Certain Other Amounts.** Any Elective Deferral as defined in Code §402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee which are not includible in gross income by reason of Code §125 (and if elected in the in the Election Form, Deemed Code §125 Compensation), Code §132(f)(4), or Code §457 will be included in Compensation or will be excluded from Compensation, as elected by the Sponsoring Employer in the Election Form.
- (B) **Compensation Prior to Becoming a Participant.** If the Sponsoring Employer elects in the Election Form that Compensation received prior to becoming a Participant is not taken in account for purposes of the QACA Contribution, then the Entry Date of Section 2.2 when an Eligible Employee becomes a Participant

in the Elective Deferral component of the Plan will be used to ~~determined~~determine the Entry Date when an Eligible Employee becomes a Participant for purposes of the QACA Contribution.

- (C) **Compensation of Self-Employed Individuals.** For purposes of the QACA Contribution, the Compensation of a Self-Employed Individual is equal to his or her Earned Income; however, such Compensation will not exceed the Code §401(a)(17) Compensation Limit.
  - (D) **Code §401(a)(17) Compensation Limit.** In determining Compensation for purposes of the QACA Contribution, a Participant's Compensation for any Compensation Determination Period will not exceed the Code §401(a)(17) Compensation Limit.
  - (E) **Compensation for QACA Contribution Must Comply With Code §414(s).** Compensation for QACA Contribution purposes excludes the amounts, if any, elected by the Sponsoring Employer in the Election Form. However, such Compensation must qualify as a nondiscriminatory definition of compensation under Code §414(s) and the Regulations thereunder. Furthermore, no dollar limit, other than the Code §401(a)(17) Compensation Limit, applies to the Compensation of a NHCE.
- (b) **Vesting of QACA Contribution Account.** A Participant's Vested Interest in a QACA Contribution Account will be determined by the Vesting schedule elected by the Sponsoring Employer in the Election Form. If the Counting of Hours Method is used for Vesting purposes, then a Participant's Vested Interest will be based on the Years of Service that are credited to such Participant. If the Elapsed Time Method is used for Vesting purposes, then a Participant's Vested Interest will be based on the 1-Year Periods of Service that are credited to the Participant. If elected by the Sponsoring Employer in the Election Form, then in determining a Participant's Vested Interest under this paragraph, a Participant's Years of Service or 1-Year Periods of Service will be disregarded: (1) during any period for which the Employer did not maintain this Plan or a predecessor plan; (2) if the Counting of Hours Method is used for Vesting purposes, then before the Vesting Computation Period in which the Participant attains Age 18; and/or (3) if the Elapsed Time Method is used for Vesting purposes, then before the 1-Year Period of Service in which the Participant attains Age 18. The Vesting schedules available in the Election Form are:
- (1) **100% Full and Immediate.** A Participant's QACA Contribution Account will be 100% Vested upon the Participant entering the Elective Deferral component of Plan and at all times thereafter.
  - (2) **2 Year Cliff.**

1 Year/Period of Service	0% Vested Interest
2 Years/Periods of Service	100% Vested Interest
  - (3) **Other.** A Participant's QACA Contribution Account will be Vested in accordance with the schedule selected in the Election Form, provided that the Participant's QACA Contribution Account is 100% Vested upon the Participant being credited with at least 2 Years/1-Year Periods of Service.
- (c) **Usage of Forfeitures.** If the QACA Contribution is subject to a Vesting schedule other than 100% Vested upon the Participant entering the Elective Deferral component of Plan and at all times thereafter, then with respect to any Forfeiture of the non-Vested Interest in a Participant's QACA Contribution Account, the Administrator may elect to use all or a portion of the Forfeitures to pay administrative expenses incurred by the Plan. The portion that is not used to pay administrative expenses may be used to restore previous Forfeitures of Participants' Accounts as necessary and permitted pursuant to the provisions of the Plan. As elected by the Sponsoring Employer in the Election Form, the portion of the Forfeitures that are not used to pay administrative expenses and are not used to satisfy the provisions of the previous sentence then either: (1) will be used to reduce any Employer contribution or combination of Employer contributions, as determined by the Administrator; or (2) will be added to any Employer contribution or combination of Employer contributions, as determined by the Administrator.
- (d) **Exemption from ADP Test.** Notwithstanding anything in the Plan or this Amendment to the contrary, the Plan will be treated as meeting the ADP Test as set forth in Code §401(k)(3)(A)(ii) in any Plan Year in which the Plan includes a Qualified Automatic Contribution Arrangement pursuant to PPA §902(a), which added Code §401(k)(13)(A).
- (e) **Limited Exemption from ACP Test.** Notwithstanding anything in the Plan or this Amendment to the contrary, the Plan will be treated as having satisfied the ACP Test under Code §401(m)(2) only with respect to the QACA Matching Contributions in any Plan Year in which the Plan includes a Qualified Automatic Contribution Arrangement pursuant to PPA §902(b), which revised Code §401(m)(12).

- (f) **Limited Exemption from Top Heavy.** Notwithstanding anything in the Plan or this Amendment to the contrary, with respect to any Plan Year in which the allocations of the Plan consist solely of (1) Elective Deferrals under a Qualified Automatic Contribution Arrangement which meets the requirements of Code §401(k)(13); and (2) either (A) QACA Non-Elective Contributions which meet the requirements of Code §401(k)(13), or (B) QACA Matching Contributions which meet the requirements of Code §401(m)(12), then the Plan will not be treated as a Top Heavy Plan and is exempt from the Top Heavy requirements of Code §416. Furthermore, if the Plan (but for the prior sentence) would be treated as a Top Heavy Plan because the Plan is a member of either a Required Aggregation Group which is a Top Heavy or a Permissive Aggregation Group which is a Top Heavy, then the QACA Contributions under this Plan may be taken into account in determining whether any other plan in either the Required Aggregation Group or the Permissive Aggregation Group meets the Top Heavy requirements of Code §416.
- (g) **QDIA.** If (1) a Participant or Beneficiary has the opportunity to direct the investment of the assets in his or her Elective Deferral Account (and/or any other assets in the Participant's Account (or any sub-account) that the Participant or Beneficiary can direct the investment); (2) any Participant or Beneficiary does not direct the investment of the assets described in clause (1); and (3) the Sponsoring Employer elects in the Election Form that the provisions of Section 2.11 (QDIA) apply to the Plan, then the assets described in clause (1) will be invested in a QDIA pursuant to Section 2.11 of this Amendment.
- (h) **Permissible Withdrawal.** If (1) a Participant or Beneficiary has the opportunity to direct the investment of the assets in his or her Elective Deferral Account; (2) the Sponsoring Employer elects in the Election Form that the provisions of Section 2.11 (QDIA) apply to the Plan; and (3) the Sponsoring Employer elects in the Election Form that the provisions of Section 3.5 (Permissible Withdrawal) apply to the Plan, then an Eligible Participant may elect to receive a Permissible Withdrawal pursuant to Section 3.5 hereof.
- (i) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
- (1) **Automatic Contribution Arrangement.** The term "Automatic Contribution Arrangement" means any arrangement under which (A) a Participant may elect to have the Employer make payments as Elective Deferrals under the Plan on his or her behalf, or to receive such payments directly in cash, and (B) an Eligible Participant is treated as having elected to have the Employer make Elective Deferrals to the Plan, in an amount equal to a specified percentage of Compensation until such Eligible Participant executes an Automatic Contribution Overriding Election as defined in the administrative policy regarding Elective Deferrals; such percentage is set forth in either the administrative policy regarding Elective Deferrals or such other Plan documentation as permitted by the Plan or law. An Automatic Contribution Arrangement includes a QACA.
  - (2) **Eligible Participant.** The term "Eligible Participant" means a Participant who is subject to the Qualified Automatic Contribution Arrangement as described in the administrative policy regarding Elective Deferrals.
  - (3) **Permissible Withdrawal.** The term "Permissible Withdrawal" means the definition of Section 3.5 of this Amendment.
  - (4) **PPA.** The term "PPA" means the Pension Protection Act of 2006.
  - (5) **QACA Contribution.** The term "QACA Contribution" means either a QACA Matching Contribution or a QACA Non-Elective Contribution.
  - (6) **QACA Contribution Account.** The term "QACA Contribution Account" means the account to which a Participant's QACA Contributions are credited.
  - (7) **QACA Matching Contribution.** The term "QACA Matching Contribution" means a Matching Contribution which meet the requirements of Code §401(m)(12).
  - (8) **QACA Non-Elective Contribution.** The term "QACA Non-Elective Contribution" means a Non-Elective Contribution which meet the requirements of Code §401(k)(13).
  - (9) **QDIA.** The term "QDIA" means the definition of Section 2.11 of this Amendment.

(10) **Qualified Automatic Contribution Arrangement.** The term "Qualified Automatic Contribution Arrangement" means an Automatic Contribution Arrangement that meets all of the requirements set forth in Code §401(k)(13)(B) including, but not limited to, the applicable Qualified Percentage for the Applicable Plan Year (which terms are defined in the administrative policy regarding Elective Deferrals), the required QACA Contributions, and the applicable notice requirements.

**3.4 Eligible Automatic Contribution Arrangement.** If elected by the Sponsoring Employer in the Election Form, then this Section establishes/memorializes an Eligible Automatic Contribution Arrangement in the Plan and is effective as of the date elected in the Election Form, and the Plan is subject to the following:

- (a) **Extension of Time for Correcting Failed ADP and/or ACP Test.** Notwithstanding anything in the Plan or this Amendment to the contrary, in any Plan Year in which the Plan includes an Eligible Automatic Contribution Arrangement, the excise tax in Code §4979 on Excess Contributions and/or Excess Aggregate Contributions does not apply to the Employer if the Excess Contributions and/or Excess Aggregate Contributions (and earnings attributable thereto) are distributed or forfeited (based upon the Participant's Vested Interest in such Excess Contributions and/or Excess Aggregate Contributions) within 6 months after the end of the Plan Year. Any Excess Contributions and/or Excess Aggregate Contributions (and earnings attributable thereto) that are distributed within this 6-month period are treated as earned and received by the Participant in the Participant's taxable year in which the distribution was made. Only income or loss through the end of the Plan Year to which the Excess Contributions and/or Excess Aggregate Contributions relate must be distributed, without regard to any income or loss during the "gap period" (the period between the end of the Plan Year and the date of distribution).
- (b) **Mandatory Directed Investments and QDIA.** In order for an Eligible Automatic Contribution Arrangement to be established/memorialized in the Plan, the Plan must give Participants or Beneficiaries the opportunity to direct the investment of his or her Elective Deferral Account (and may permit Participants or Beneficiaries to direct the investment of other assets in the Participant's Account (or any sub-account of the Participant's Account)). If any Participant or Beneficiary does not direct the investment of the assets described in the first sentence, then those assets must be invested in a QDIA pursuant to Section 2.11 of this Amendment.
- (c) **Permissible Withdrawal.** If the Sponsoring Employer elects in the Election Form that the provisions of Section 3.5 (Permissible Withdrawal) apply to the Plan, then an Eligible Participant may elect to receive a Permissible Withdrawal pursuant to Section 3.5 of this Amendment.
- (d) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
  - (1) **Automatic Contribution Arrangement.** The term "Automatic Contribution Arrangement" means any arrangement under which (A) a Participant may elect to have the Employer make payments as Elective Deferrals on his or her behalf, or to receive such payments directly in cash, and (b) an Eligible Participant is treated as having elected to have the Employer make Elective Deferrals to the Plan, in an amount equal to a specified percentage of Compensation until such Eligible Participant executes an Automatic Contribution Overriding Election as defined in the administrative policy regarding Elective Deferrals; such percentage is set forth in either the administrative policy regarding Elective Deferrals or such other Plan documentation as permitted by the Plan or law. An Automatic Contribution Arrangement includes an Eligible Automatic Contribution Arrangement.
  - (2) **Eligible Automatic Contribution Arrangement.** The term "Eligible Automatic Contribution Arrangement" means an Automatic Contribution Arrangement that meets all of the requirements of Code §414(w)(3) including, but limited to, a QDIA and the applicable notice requirements.
  - (3) **Eligible Participant.** The term "Eligible Participant" means a Participant who is subject to the Eligible Automatic Contribution Arrangement as described in the Elective Deferral administrative policy.
  - (4) **Permissible Withdrawal.** The term "Permissible Withdrawal" means the definition of Section 3.5 of this Amendment.
  - (5) **QDIA.** The term "QDIA" means the definition of Section 2.11 of this Amendment.

**3.5 Eligible Participant's Election for Permissible Withdrawal.** If (a) elected by the Sponsoring Employer in the Election Form and (b) the Plan has an Eligible Automatic Contribution Arrangement, then this Section is effective as of the date elected in the Election Form. Alternatively, if (a) elected by the Sponsoring Employer in the Election Form; (b) the Plan has a Qualified Automatic Contribution Arrangement; (c) a Participant or Beneficiary has the opportunity to direct the investment of the assets in his or her Elective Deferral Account; and (d) the Sponsoring Employer elects in the Election Form that the provisions of Section 2.11 (QDIA) apply to the Plan, then this Section is effective as of the effective date elected in the Election Form. The Plan permits an Eligible Participant to elect to receive a Permissible Withdrawal, subject to the following:

- (a) **Includable in Gross Income.** The amount of such Permissible Withdrawal is includable in the gross income of the Eligible Participant for the taxable year of the Eligible Participant in which the distribution is made.
- (b) **No Premature Distribution Excise Tax.** No premature distribution excise tax will be imposed under Code §72(t) with respect to the Permissible Withdrawal.
- (c) **Distribution Restrictions Not Violated.** The Plan does not violate the distribution restrictions of Code §401(k)(2)(B)(i) with respect to Elective Deferrals, even though the Plan allows Permissible Withdrawals.
- (d) **Matching Contributions Forfeited.** If a Permissible Withdrawal is made to an Eligible Participant and such Elective Deferrals are matched, then any related Matching Contributions will be forfeited or subject to such other treatment as the Treasury may prescribe.
- (e) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
  - (1) **Eligible Automatic Contribution Arrangement.** The term "Eligible Automatic Contribution Arrangement" means the definition of Section 3.4 of this Amendment.
  - (2) **Eligible Participant.** The term "Eligible Participant" means a Participant who is subject to either the Qualified Automatic Contribution Arrangement or the Eligible Automatic Contribution Arrangement, as applicable, as described in the administrative policy regarding Elective Deferrals.
  - (3) **Permissible Withdrawal.** The term "Permissible Withdrawal" means any withdrawal of Elective Deferrals from either the Qualified Automatic Contribution Arrangement or the Eligible Automatic Contribution Arrangement, as applicable, which meets the following requirements:
    - (A) **Employee's Election and Timing.** The distribution is made pursuant to an election by an Eligible Participant, and such election is made no later than 90 days after the date of the first Elective Deferral with respect to the Eligible Participant under either the Qualified Automatic Contribution Arrangement or the Eligible Automatic Contribution Arrangement, as applicable;
    - (B) **Only Elective Deferrals and Earnings.** The distribution consists of only Elective Deferrals (and earnings attributable thereto);
    - (C) **Amount of Distribution.** The amount of the distribution is equal to the amount of Elective Deferrals made with respect to the first payroll period to which either the Qualified Automatic Contribution Arrangement or the Eligible Automatic Contribution Arrangement, as applicable, applies to the Eligible Participant and any succeeding payroll period beginning before the effective date of the election pursuant to paragraph (A) (and earnings attributable thereto).
  - (4) **QDIA.** The term "QDIA" means the definition of Section 2.11 of this Amendment.
  - (5) **Qualified Automatic Contribution Arrangement.** The term "Qualified Automatic Contribution Arrangement" means the definition of Section 3.3 of this Amendment.

**3.6 Qualified Optional Survivor Annuity.** If the Plan is (a) a money purchase plan, (b) a target benefit plan, (c) a 401(k) Plan in which either the Normal Form of Distribution is a Qualified Joint and Survivor Annuity or an Optional Form of Distribution is annuities, or (d) a profit sharing plan in which either the Normal Form of Distribution is a Qualified Joint and Survivor Annuity or an Optional Form of Distribution is annuities, then this Section is effective as of first



day of the first Plan Year beginning after December 31, 2007 and the Plan is to subject to the following rules and provisions:

- (a) **Election to Waive.** Unless a mandatory cash-out of benefits is permitted and occurs under the Plan, subject to the Spousal consent requirements of the Plan and provided the required written explanations of paragraph (b) are given, each Participant (1) may elect at any time during the Applicable Election Period to waive the Qualified Joint and Survivor Annuity form of benefit or the Qualified Pre-Retirement Survivor Annuity form of benefit (or both); (2) if the Participant elects a waiver under subparagraph (1) above, may elect the Qualified Optional Survivor Annuity at any time during the Applicable Election Period; and (3) may revoke any such election at any time during the Applicable Election Period.
- (b) **Written Explanations.** The Plan will provide to each Participant, within a reasonable period of time before the Annuity Starting Date and consistent with Regulations, a written explanation of: (1) the terms and conditions of the Qualified Joint and Survivor Annuity and the Qualified Optional Survivor Annuity; (2) the Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity form of benefit; (3) the rights of a Participant's Spouse; and (4) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.
- (c) **Definitions.** As used in this Section, the following words and phrases have the following meanings:
  - (1) **Applicable Election Period.** The term "Applicable Election Period" means the period described in Code §417(a)(6), to wit: with respect to an election to waive the Qualified Joint and Survivor Annuity, the period that begins not later than 180 days prior to the Annuity Starting Date (unless future guidance requires/permits otherwise).
  - (2) **Applicable Percentage.** The term "Applicable Percentage" means the following: (A) if the Survivor Annuity Percentage is less than 75%, then the Applicable Percentage is 75%; and (B) if the Survivor Annuity Percentage is greater than or equal to 75%, then the Applicable Percentage is 50%.
  - (3) **Qualified Optional Survivor Annuity.** The term "Qualified Optional Survivor Annuity" means an annuity (A) for the life of the Participant with a survivor annuity for the life of the Participant's Spouse which is equal to the Applicable Percentage of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's Spouse; and (B) which is the actuarial equivalent of a single annuity for the life of the Participant. Such term also includes any annuity in a form having the effect of an annuity described in this Section.
  - (4) **Survivor Annuity Percentage.** The term "Survivor Annuity Percentage" means the percentage which the survivor annuity under the Plan's Qualified Joint and Survivor Annuity bears to the annuity payable the joint lives of the Participant and the Participant's Spouse.

## ADDENDUM II

### POST-EGTRRA "GOOD FAITH" AMENDMENT FOR DEFINED CONTRIBUTION PLANS

#### ELECTION FORM

**Plan Name** Special Healthcare Alternative Retirement Plan

All references to the "Amendment" are to the Post-EGTRRA "Good Faith" Amendment for Defined Contributions Plan attached to this Election Form. The Amendment is comprised of 36 pages (not including the cover page and the table of contents page). The Amendment is a "good faith" amendment, is not part of the pre-approved EGTRRA document, and has not been reviewed by the IRS for compliance with post-EGTRRA statutory and Regulatory changes. However, pursuant to the provisions of Revenue Procedure 2007-44, this Amendment does not affect the status of reliance upon the Plan. Execution of the Amendment by the Sponsoring Employer is accomplished by the execution of this Election Form.

#### Section 1. Post-EGTRRA Provisions Effective 2006 And Earlier

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- 1.1  **Revised Definition of Financial Hardship.** Section 1.5 of the Amendment regarding hardship distributions to a Participant's Primary Beneficiary is adopted effective \_\_\_\_\_.
- 1.2  **Distributions to a Qualified Reservist.** Section 1.6 of the Amendment regarding distributions to a Qualified Reservist is adopted effective July 1, 2007.
- 1.3  **Hurricane Provisions.** Section 1.7 of the Amendment regarding distributions made from the Plan on account of Hurricanes Katrina, Rita, or Wilma is adopted, subject to the following elections: (*check any that apply*)
- The special financial hardship distribution provision in Section 1.7(c) of the Amendment applies
  - The Participant loan provision in Section 1.7(d) of the Amendment applies
  - The re-contribution of Qualified Hurricane Distributions provision in Section 1.7(e) of the Amendment applies
  - The re-contribution of Qualified Distributions provision in Section 1.7(f) of the Amendment applies
- 1.4  **Revocation of Prior Amendment On Account Of Heinz.** Section 1.8 of the Amendment regarding the revocation of an Original Amendment on account of the Heinz decision is adopted effective \_\_\_\_\_. The Original Amendment is hereby revoked retroactively with respect to: (*check one*)
- All accrued benefits, which are allocations that were accrued as of the Applicable Amendment Date and allocations that were accrued after the Applicable Amendment Date.
  - Only accrued benefits as of the Applicable Amendment Date, which are allocations that were accrued as of the Applicable Amendment Date. Allocations accrued after the Applicable Amendment Date will continue to be subject to the restrictions on the form or timing of distributions as set forth in the Original Amendment.
- 1.5  **Exclusion of 403(b) Participants.** Section 1.9 of the Amendment regarding the exclusion from the Plan of certain Employees who participate in a 403(b) plan sponsored by the tax-exempt Employer is adopted.

#### Section 2. Post-EGTRRA Provisions Effective 2007

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- 2.1  **Direct Rollovers and the \$500 Threshold.** Pursuant to Section 2.2 of the Amendment, if a Distributee elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan in a Direct Rollover, then that portion must equal or exceed \$500.
- 2.2 **Code §415 Limitations under the Final §415 Regulations.**

- (a) **Code §415(c)(3) Compensation for Top Heavy Allocation Purposes and Key Employee Determinations.** Pursuant to Section 2.5(c)(2) of the Amendment, an Employee's Code §415(c)(3) Compensation which is used to determine any Top Heavy Minimum Allocations and whether an Employee is also a Key Employee is: *(check one)*

- Form W-2 Compensation  
 Code §3401 Compensation  
 Safe Harbor Code §415 Compensation  
 Statutory Code §415 Compensation

- (b) **Code §415(c)(3) Compensation for Code §415 Limitation Determinations.** Pursuant to Section 2.5(c)(2) of the Amendment, an Employee's Code §415(c)(3) Compensation used to determine the Employee's Annual Addition limitation under Article 6 of the Basic Plan is based on the selection below.

- Form W-2 Compensation  
 Code §3401 Compensation  
 Safe Harbor Code §415 Compensation  
 Statutory Code §415 Compensation

- (c) **Code §415(c)(3) Compensation for Highly Compensated Employee Determinations and Other Statutory Purposes.** Pursuant to Section 2.5(c)(2) of the Amendment, an Employee's Code §415(c)(3) Compensation used to determine whether the Employee is also a Highly Compensated Employee, and for other statutory purposes that do not appear elsewhere in this Adoption Agreement, is based on the selection below.

- Form W-2 Compensation  
 Code §3401 Compensation  
 Safe Harbor Code §415 Compensation  
 Statutory Code §415 Compensation

- (d)  **Compensation Earned in Limitation Year but Paid in Next Limitation Year.** Section 2.5(c)(2)(E) of the Amendment defines Code §415(c)(3) Compensation for a Limitation Year to include any amounts earned during that Limitation Year but not paid until the next Limitation Year.

- (e) **Post-Severance Compensation.** For all Plan purposes, Section 2.5(c)(6) of the Amendment defines Post-Severance Compensation as including regular pay after Termination of Employment during the timeframe permitted by the Regulations, plus any/all of the items selected below: *(check all that apply)*

- Leave cash-outs and deferred compensation under Section 2.5(c)(6)(B) of the Amendment  
 Imputed compensation when the Participant becomes disabled under Section 2.5(c)(6)(C) of the Amendment  
 Continuation of compensation while in qualified military service under Section 2.5(c)(6)(D) of the Amendment

- 2.3  **Vesting of Non-Safe Harbor Non-Elective Contributions.** Pursuant to Section 2.6 of the Amendment and PPA §904, the Vesting Schedule that applies to Non-Safe Harbor Non-Elective Contribution Accounts is effective as of the first day of the first Plan Year beginning after December 31, 2006, subject to the following elections:

- (a) **Participants to Whom the Post-2006 Vesting Schedule Relates.** Under Section 2.6(a) of the Amendment, the Post-2006 Vesting Schedule applies to the Non-Safe Harbor Non-Elective Contribution Account of:

- Any Participant who completes an Hour of Service in any Plan Year beginning after December 31, 2006.  
 Any Participant (regardless of whether he or she has Terminated Employment) who has a Non-Safe Harbor Non-Elective Contribution Account balance in any Plan Year beginning after December 31, 2006 and whose Non-Safe Harbor Non-Elective Contribution Account has not become subject to the Forfeiture provisions of the Plan prior to the first day of the first Plan Year beginning after December 31, 2006.

- (b) **Account Balances to Which the Post-2006 Vesting Schedule Relates.** Under Section 2.6(b) of the Amendment, the Post-2006 Vesting Schedule applies to:



- The entire Non-Safe Harbor Non-Elective Contribution Account.
- The portion of the Non-Safe Harbor Non-Elective Contribution Account to which is allocated Non-Safe Harbor Non-Elective Contributions, Forfeitures, and earnings for Plan Years beginning after December 31, 2006 (and subsequent earnings attributable to such allocations). The portion of the Non-Safe Harbor Non-

Elective Contribution Account to which was allocated Non-Safe Harbor Non-Elective Contributions, Forfeitures, and earnings for Plan Years beginning prior to January 1, 2007 (and subsequent earnings attributable to such allocations) will remain subject to the Pre-2007 Vesting Schedule, without regard to this Section or the Vesting schedule enumerated in the current Plan document that applies to Non-Safe Harbor Non-Elective Contribution Accounts.

(c) **Pre-2007 Vesting Schedule.** Under Section 2.6(f)(3) of the Amendment, the Pre-2007 Vesting Schedule was:

- 7 Year Graded
- 5 Year Cliff
- The schedule set forth below

1 Year / Period of Service \_\_\_\_\_ %  
2 Years / Periods of Service \_\_\_\_\_ %  
3 Years / Periods of Service \_\_\_\_\_ % *(must be at least 20% unless 100% Vesting occurs at 5 years)*  
4 Years / Periods of Service \_\_\_\_\_ % *(must be at least 40% unless 100% Vesting occurs at 5 years)*  
5 Years / Periods of Service \_\_\_\_\_ % *(must be at least 60%)*  
6 Years / Periods of Service \_\_\_\_\_ % *(must be at least 80%)*  
7 Years / Periods of Service \_\_\_\_\_ % *(must be 100%)*

2.4  **Rollovers by a Non-Spouse Beneficiary.** Section 2.9 of the Amendment regarding rollovers by a Non-Spouse Designated Beneficiary is adopted effective July 1, 2007.

2.5  **Money Purchase or Target Benefit Plan In-Service Distributions.** Section 2.10 of the Amendment regarding in-service distributions from a money purchase or target benefit plan is adopted effective \_\_\_\_\_. A Participant who has reached Age \_\_\_\_\_ *(cannot be earlier than Age 62)* and who has not yet Terminated Employment may elect to receive a distribution of his or her Vested Account Balance.

2.6  **QDIA.** If the Plan has an Eligible Automatic Contribution Arrangement as described in Code §414(w)(3), then Section 2.11 of the Amendment regarding QDIAs is adopted effective as of the effective date of the Eligible Automatic Contribution Arrangement (unless an earlier effective date is indicated in the next sentence). Otherwise, Section 2.11 of the Amendment regarding QDIAs is adopted effective December 24, 2007.

2.7  **Modification of Normal Retirement Age.** Section 2.12 of the Amendment regarding the definition of Normal Retirement Age is adopted effective \_\_\_\_\_, subject to the following provisions:

(a) **Normal Retirement Age Amended in Plan or this Amendment.** Under Section 2.12(a) of the Amendment, the definition of Normal Retirement Age is amended as of the effective date above to be:

- The definition selected in the Adoption Agreement.
- Age \_\_\_\_\_ *(max. 65)*
  - Or the \_\_\_\_\_ *(maximum. 5th)* anniversary of becoming a Participant in the Plan, if later.
  - Or the date the Participant is credited with at least \_\_\_\_\_ Years of Service/Periods of Service, if later, but in no event later than the later of Age 65 or the 5th anniversary of becoming a Participant.
  - Or \_\_\_\_\_, but in no event later than the later of Age 65 or the 5th anniversary of becoming a Participant in the Plan.

(b)  **Plan Provisions for Code §411(a)(10) and/or Code §411(d)(6) Compliance.** Under Section 2.12(c) of the Amendment, the Plan is amended by the following additional provisions: \_\_\_\_\_  
\_\_\_\_\_

### Section 3. Post-EGTRRA Provisions Effective 2008

- 3.1  **Elimination of Gap Period Income for Excess Contributions.** Section 3.1 of the Amendment regarding the elimination of gap period income for Excess Contributions is adopted effective \_\_\_\_\_.
- 3.2  **Elimination of Gap Period Income for Excess Aggregate Contributions.** Section 3.2 of the Amendment regarding the elimination of gap period income for Excess Aggregate Contributions is adopted by the Plan effective \_\_\_\_\_.
- 3.3  **Qualified Automatic Contribution Arrangement.** Section 3.3 of the Amendment regarding a Qualified Automatic Contribution Arrangement is adopted effective \_\_\_\_\_, subject to the following:

- (a) **QACA Contribution Requirement.** Pursuant to Section 3.3(a) of the Amendment, the Employer will make the following QACA Contribution to the following Participants: *(check one)*

- QACA Non-Elective Contribution.** The Employer will make a QACA Non-Elective Contribution equal to 3% (or such higher percentage as may be elected by the Employer by resolution) of Compensation for the Plan Year. Such QACA Non-Elective Contribution will be made on behalf of: *(check one)*

- Any Participant in the Elective Deferral component of the Plan who is a NHCE, regardless of whether he or she makes Elective Deferrals or Voluntary Employee Contributions.
- Any Participant in the Elective Deferral component of the Plan, regardless of whether such Participant makes Elective Deferrals or Voluntary Employee Contributions.
- The following Participants \_\_\_\_\_  
*(Any Participant in the Elective Deferral component of the Plan who is a NHCE must be included regardless of whether he or she makes Elective Deferrals or Voluntary Employee Contributions)*

- QACA "Basic" Matching Contributions.** The Employer will make a QACA Matching Contribution equal to the sum of (1) 100% of the Participant's Elective Deferrals that do not exceed 1% of Compensation for the Allocation Period, plus (2) 50% of the Participant's Elective Deferrals that exceed 1% of Compensation for the Allocation Period but do not exceed 6% percent of Compensation for the Allocation Period. Such QACA Matching Contribution will be made on behalf of: *(check one)*

- Any Participant in the Elective Deferral component of the Plan who is a NHCE and on whose behalf Elective Deferrals are made to the Plan.
- Any Participant in the Elective Deferral component of the Plan and on whose behalf Elective Deferrals are made to the Plan.
- The following Participants \_\_\_\_\_  
*(Any Participant in the Elective Deferral component of the Plan who is a NHCE must be included regardless of whether he or she makes Elective Deferrals or Voluntary Employee Contributions)*

- QACA "Enhanced" Matching Contributions.** The Employer will make a QACA Matching Contribution equal to (1) 100% of the Participant's Elective Deferrals that do not exceed \_\_\_\_\_% *(must be at least 1% but not greater than 6%)* of Compensation for the Allocation Period; plus, if applicable, (2) \_\_\_\_\_% of Elective Deferrals that exceed \_\_\_\_\_% *(must be at least 1% but not greater than 6%)* of Compensation but do not exceed \_\_\_\_\_% *(must be greater than 1% but not greater than 6%)* of Compensation for the Allocation Period; plus, if applicable, (3) \_\_\_\_\_% of Elective Deferrals that exceed \_\_\_\_\_% *(must be greater than 1% but not greater than 6%)* of Compensation but do not exceed \_\_\_\_\_% *(must be greater than 1% but not greater than 6%)* of Compensation for the Allocation Period.

*Note: If applicable, the first blank in (2) and the first blank in (3) must be completed so that, at any rate of elective deferrals, the QACA "Enhanced" Matching Contribution is at least equal to the Matching Contribution receivable if the Employer was making the QACA "Basic" Matching Contributions, but the rate of Matching Contributions cannot increase as Elective Deferrals increase.*

Such QACA Matching Contribution will be made on behalf of:

- Any Participant in the Elective Deferral component of the Plan who is a NHCE and on whose behalf Elective Deferrals are made to the Plan.
- Any Participant in the Elective Deferral component of the Plan and on whose behalf Elective Deferrals are made to the Plan.
- The following Participants \_\_\_\_\_  
(Any Participant in the Elective Deferral component of the Plan who is a NHCE must be included regardless of whether he or she makes Elective Deferrals or Voluntary Employee Contributions)

(b) **Plan to Which QACA Contribution Will Be Made.** Pursuant to Section 3.3(a)(2) of the Amendment, the QACA Contribution will be made to: *(check one)*

- This Plan
- The following plan, so long as that other plan meets the requirements of Code §401(k)(12)(F) and the Regulations thereunder \_\_\_\_\_

(c) **Compensation for QACA Contribution Purposes.** Pursuant to Section 3.3(a)(5) of the Amendment, a Participant's Compensation for QACA Contribution purposes is determined by the provisions selected below:

(1) **Compensation is defined as:** *(check one)*

- Form W-2 Compensation
- Code §3401 Compensation
- Safe Harbor Code §415 Compensation

(2) **Elective contributions under Code §125, §132(f)(4), §401(k), §402(h), §403(b), §457(b) and §414(h)(2) will:** *(check one)*

- Be included as Compensation
- Not be included as Compensation

(3) **The Compensation measuring period is the:** *(check one)*

- Plan Year
- Fiscal Year ending on or within the Plan Year
- Calendar year ending on or within the Plan Year

(4)  **The following categories will not be counted as Compensation:** *(check all that apply)*

- A)** Compensation received prior to becoming a Participant
- B)** Compensation received while an ineligible Employee
- C)** All items in Regulation §1.414(s)-1(c)(3) *(i.e., expense allowances, fringe benefit, etc.)*
- D)** Post-Severance Compensation<sup>1</sup>
- E)** Deemed 125 Compensation<sup>1</sup>
- F)** Bonuses<sup>1</sup>
- G)** Overtime<sup>1</sup>
- H)** Commissions<sup>1</sup>
- I)** Other *(describe)*<sup>1</sup> \_\_\_\_\_

<sup>1</sup>If checked, the Plan's definition of compensation may fail to satisfy the safe harbor requirements unless such compensation is excluded only with respect to HCEs under paragraph (5) below.

(5)  **The amounts excluded under (4)(D) – (I) are only excluded with respect to:** *(check all that apply)*

- Highly Compensated Employees
- Other *(cannot be a class that only includes NHCEs)* \_\_\_\_\_

(d) **Vesting of QACA Contribution Account.** Pursuant to Section 3.3(b) of the Amendment, a Participant's Vested Interest in his or her QACA Contribution Account will be determined by the provisions selected below:

(1) **The Vesting schedule for the QACA Contribution Account is:** *(check one)*

- 100% full and immediate
- 2-year cliff Vesting (1 year/0%; 2 years/100%)
- The Vesting schedule set forth below:

1 Year/Period of Service \_\_\_\_\_ %  
2 Years/Periods of Service 100 %

(2)  **Service Excluded for Vesting.** All Service with the Employer is counted in determining a Participant's Vested Interest in the QACA Contribution Account except the following: *(check all that apply)*

- Service before age 18
- Service before the Employer maintained this Plan or a predecessor plan

(e) **Usage of Forfeitures of QACA Contribution Account.** If the Vesting schedule selected in Section 3.3(d) above is other than 100% full and immediate, then pursuant to Section 3.3(c) of the Amendment, Forfeitures that are not used for the purposes described in Section 3.3(c) of the Amendment will be: *(check one)*

- Used to reduce any, or any combination of, Employer contributions, as determined by the Administrator
- Added to any, or any combination of, Employer contributions, as determined by the Administrator

3.4  **Eligible Automatic Contribution Arrangement.** Section 3.4 of the Amendment regarding an Eligible Automatic Contribution Arrangement is adopted effective \_\_\_\_\_.

3.5  **Eligible Participant's Election for Permissible Withdrawal.** Section 3.5 of the Amendment regarding a Participant's election for a Permissible Withdrawal is adopted effective \_\_\_\_\_. *(the date cannot be earlier than the effective date of either Section 3.3 or Section 3.4 above)*

## ADDENDUM III

### Supplemental Amendment #1 to the Post-EGTRRA "Good Faith" Amendment for Defined Contribution Plans

#### Covering Applicable Provisions of the HEART Act of 2008 and WRERA 2008

**Plan Name** Special Healthcare Alternative Retirement Plan

This Supplemental Amendment #1 (the "Supplemental Amendment") to the Post-EGTRRA "Good Faith" Amendment (the "Amendment") is intended as good faith compliance with certain provisions of the Heroes Earnings Assistance and Tax Relief Act of 2008 (HEART) and the Worker, Retiree and Employer Recovery Act of 2008 (WRERA), including Technical Corrections to the Pension Protection Act of 2006. This Amendment supersedes any conflicting provisions of the Plan, any administrative policy, the Plan's funding policy, and/or any previously-adopted "good faith" amendment of the same subject matter, as applicable. This Amendment is a "good faith" amendment, is not part of the pre-approved EGTRRA document, and has not been reviewed by the Internal Revenue Service for compliance with post-EGTRRA statutory and Regulatory changes. Furthermore, pursuant to Revenue Procedure 2007-44, this Amendment does not affect the status of reliance upon the Plan.

#### **Section 1. WRERA Technical Corrections to the Pension Protection Act of 2006**

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**3.7 Elimination of Gap Period Income Upon Distribution of Excess Elective Deferrals.** This Section supersedes Section 2.8 of the Amendment. If the Plan is a Code §401(k) Plan, then Excess Elective Deferrals (as defined in Code §402(g)(2)(A)) which are distributed with respect to the 2008 Plan Year, or with respect to any later Plan Year, will be adjusted for any income or loss up to the last day of the Plan Year to which the distribution relates, without regard to the gap period (the period between the end of the Plan Year and the date of distribution) or any adjustment for income or loss during the gap period.

**3.8 Rollover by a Non-Spouse Designated Beneficiary.** This Section supersedes Section 2.9 of the Amendment. Unless an earlier date is selected by the Sponsoring Employer in the Election Form to the Amendment, then effective for Plan Years beginning on or after January 1, 2009, a Beneficiary who (a) is other than the Participant's Spouse and (b) is considered to be a Designated Beneficiary under Code §401(a)(9)(E) (known as a "Non-Spouse Designated Beneficiary") may establish an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b) (known as an "Inherited IRA") into which all or a portion of a death benefit (to which such Non-Spouse Designated Beneficiary is entitled) can be transferred in a direct trustee-to-trustee transfer (a direct rollover). Notwithstanding the above, any amount payable to a Non-Spouse Designated Beneficiary that is deemed to be a required minimum distribution pursuant to Code §401(a)(9) may not be transferred into such Inherited IRA. The Non-Spouse Designated Beneficiary may deposit into such Inherited IRA all or any portion of the death benefit that is deemed to be an eligible rollover distribution (but for the fact that the distribution is not an eligible rollover distribution because the distribution is being paid to a Non-Spouse Designated Beneficiary). In determining the portion of such death benefit that is considered to be a required minimum distribution that must be made from the Inherited IRA, the Non-Spouse Designated Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Regulation §1.401(a)(9)-3, Q&A-4(c). Any distribution made pursuant to this Section is not subject to the direct rollover requirements of Code §401(a)(31), the notice requirements of Code §402(f), or the mandatory withholding requirements of Code §3405(c). If a Non-Spouse Designated Beneficiary receives a distribution from the Plan, then the distribution is not eligible for the "60-day" rollover rule, which is available to a Beneficiary who is a Spouse. If the Participant's Non-Spouse Designated Beneficiary is a trust, then the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a Designated Beneficiary within the meaning of Code §401(a)(9)(E). In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution. Any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover. If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a Designated Beneficiary within the meaning of Code §401(a)(9)(E).

**3.9 Qualified Default Investment Alternative.** This Section supersedes Section 2.6 of the Amendment Election Form. If elected here  by the Sponsoring Employer, then, effective \_\_\_\_\_, if the Plan gives Participants or Beneficiaries the opportunity to direct the investment of any assets in the Participant's Account (or any sub-account) and if any Participant or Beneficiary does not direct the investment of such assets, then such assets in the Participant's Account (or such sub-account(s)) will be invested in a Qualified Default Investment Alternative ("QDIA"), subject to the provisions of Section 2.11 of the Amendment.

## Section 2. HEART Act of 2008

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**2.1 Contributions and Allocations.** If elected here  by the Sponsoring Employer, then the following provisions apply to a Qualified Reservist's rights to contributions and allocations under the Plan:

- (a) **Determination of Amount.** If a Qualified Reservist dies or incurs a Disability on or after January 1, 2007 while performing Qualified Military Service, then in determining any contribution or allocation such Participant is otherwise entitled to under the terms of the Plan, such Participant will be deemed to have resumed employment with the Employer in accordance with the individual's reemployment rights under USERRA on the day preceding such death or Disability, and will be deemed to have Terminated Employment on the actual date of death or Disability.
- (b) **Amount of Elective Deferrals and/or Voluntary Employee Contributions.** The amount of a Qualified Reservist's Elective Deferrals and/or Voluntary Employee Contributions which are considered for purposes of this Section 2.1 will be determined on the basis of the Qualified Reservist's average Elective Deferrals and/or Voluntary Employee Contributions which are actually made for the lesser of the following two computation periods: (1) the 12-month period of service with the Employer immediately prior to Qualified Military Service; or (2) the actual length of continuous service with the Employer.

**2.2 Differential Wage Payment.** For computation periods beginning after December 31, 2008, the following applies:

- (a) **Employee Status.** An individual receiving a differential wage payment, as defined by Code §3401(h)(2), will be treated as an Employee of the Employer making such payment. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), a Participant is treated as having Terminated Employment during any period he or she is performing service in the uniformed services described in Code §3401(h)(2)(A).
- (b) **Treatment as Compensation.** Any amounts received by a Qualified Reservist as differential wage payments will be treated as Compensation (to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service).
- (c) **Coordination With USERRA.** The Plan will not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the Differential Wage Payments. However, this paragraph only applies if all Employees of the Employer performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).

**2.3 Suspension of Elective Deferrals.** If a Qualified Reservist elects to receive a distribution of all or a portion of his or her Participant's Account under the provisions of Sections 5.1, 5.2 and/or 5.3 of the Plan by reason of death, Disability or Termination of Employment, such Participant will not be permitted to contribute Elective Deferrals and/or Employee Voluntary Contributions to the Plan for a period of 6 months. Such 6 month period will commence on the date of the distribution.

**2.4 Death Benefits.** If a Participant dies on or after January 1, 2007 while performing Qualified Military Service, such Participant will be deemed to have resumed employment with the Employer in accordance with the individual's

reemployment rights under USERRA on the day preceding death, and will be deemed to have Terminated Employment on the actual date of death.

**2.5 Definition of Qualified Reservist.** The term "Qualified Reservist" means an individual who is a member of a reserve component, as defined in §101 of title 37, United States Code, and who is ordered or called to active duty after September 11, 2001 either for a period in excess of 179 days or for an indefinite period.

**2.6 Definition of Qualified Military Service.** The term "Qualified Military Service" means military service as that term is used in Code §414(u)(1).

### **Section 3. 2009 Required Minimum Distributions (RMDs)**

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**3.1 2009 RMDs Will Be Made Unless the Participant or Beneficiary Elect Not to Receive Them.** If this Section 3.1 is checked here , then notwithstanding Section 5.9 of the Plan to the contrary, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions.

**3.2 2009 RMDs Will Not Be Made Unless the Participant or Beneficiary Elect to Receive Them.** If this Section 3.2 is checked here , then notwithstanding Section 5.9 of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions.

**3.3 Direct Rollovers.** Notwithstanding Section 5.14 of the Plan to the contrary, and solely for purposes of applying the direct rollover provisions of the Plan, the additional distributions in 2009 checked below (if any) will be treated as eligible rollover distributions. However, if no election is made below, a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H).

2009 RMDs and Extended 2009 RMDs (both as defined in Sections 3.1 and 3.2 above).

2009 RMDs (as defined in Sections 3.1 and 3.2 above) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).



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# ADDENDUM IV

## AMENDMENT FOR PENSION PROTECTION ACT AND HEART ACT

### ARTICLE I PREAMBLE

- 1.1 **Effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Employer's election.** The Employer adopts all the default provisions of this Amendment except as otherwise elected in Article II.
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.5 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates PPA provisions).
- 1.6 **Plans not subject to ERISA.** If the Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), such as plans maintained by public organizations or churches and voluntary-only plans that meet the exception from ERISA under 29 C.F.R. § 2510.3-2(f), certain provisions of this amendment (such as the vesting requirements for nonselective contributions described in Article III and the Qualified Optional Survivor Annuity provisions described in Article XII) shall not apply.
- 1.7 **Governmental plans under Code Section 414(d).** If the Plan is a "governmental plan," as described in Code Section 414(d), certain provisions of this amendment (such as the rules relating to Qualified Domestic Relations Orders in Article XIV) shall not apply.
- 1.8 **Church plans under Code Section 414(e).** If the Plan is a "church plan," as described in Code Section 414(e), certain provisions of this amendment (such as the rules relating to Qualified Domestic Relations Orders in Article XIV) shall not apply.
- 1.9 **Plans maintained by Code Section 3121(w)(3) churches.** If the Plan is maintained by a church or qualified church-controlled organization under Code Section 3121(w)(3), certain provisions of this amendment (such as the rules relating to gap period income on distributed excess aggregate contributions under Section 11.1) shall not apply.

### ARTICLE II EMPLOYER ELECTIONS

The Employer only needs to complete the questions in Sections 2.2 through 2.7 below in order to override the default provisions set forth below. If the Plan will use all of the default provisions, then these questions should be skipped.

- 2.1 **Default Provisions.** Unless the Employer elects otherwise in this Article, the following defaults will apply:
  - a. **(This paragraph a. of Section 2.1 applies solely to plans that are subject to ERISA.)** If the Plan has a vesting schedule for nonselective contributions that does not meet the Pension Protection Act of 2006 (PPA), then the vesting schedule for any Employer nonselective contributions for Participants who complete an Hour of Service in a Plan Year beginning after December 31, 2006, will be the schedule below. Such schedule will apply to all nonselective contributions, even those made prior to January 1, 2007.

If the Plan has a graded vesting schedule (i.e., the vesting schedule includes a vested percentage that is more than 0% and less than 100%), then the vesting schedule will be a 6-year graded schedule (20% after 2 years of vesting service and an additional 20% for each year thereafter).

If the Plan has a cliff vesting schedule that requires more than 3 years of vesting service, then nonselective contributions will be nonforfeitable upon the completion of 3 years of vesting service.
  - b. **Nonspousal beneficiary rollovers are allowed effective for distributions made after December 31, 2006.**
  - c. **Hardship distributions for expenses of a beneficiary are allowed effective as of August 17, 2006.**
  - d. **Qualified Reservist Distributions are not allowed.**
  - e. **Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.**

2.2 **Vesting** (Article III). (This Section 2.2 applies solely to plans that are subject to ERISA.) The default vesting schedule described in Section 2.1, applies unless a. is elected below.

- a.  In lieu of the above default vesting provisions, the employer elects the following schedule:
1.  3 year cliff (a Participant's accrued benefit derived from employer nonelective contributions is nonforfeitable upon the Participant's completion of three years of vesting service).
  2.  6 year graded schedule (20% after 2 years of vesting service and an additional 20% for each year thereafter).
  3.  Other (must be at least as liberal as 1. or 2. above at each point in time):

Years of vesting service	Nonforfeitable percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

The vesting schedule set forth herein only applies to Participants who complete an Hour of Service (as that term is defined in DOL Reg. Section 2530.200b-2) in a Plan Year beginning after December 31, 2006, and, unless b. is elected below, applies to all nonelective contributions subject to a vesting schedule.

b.  [N/A] The vesting schedule will only apply to nonelective contributions made in Plan Years beginning after December 31, 2006 (the prior schedule will apply to nonelective contributions made in prior Plan Years).

2.3 **Non-spousal rollovers** (Article VII). Non-spousal rollovers are allowed after December 31, 2006, unless a. is elected below (Article VII provides that such distributions are always allowed after December 31, 2009):

- a.  Use the following instead of the default (select one):
1.  Non-spousal rollovers are not allowed.
  2.  Non-spousal rollovers are allowed effective \_\_\_\_\_ (not earlier than January 1, 2007 and not later than January 1, 2010).

2.4 **Hardships** (Article VIII). Hardship distributions for expenses of beneficiaries will be allowed effective as of August 17, 2006, unless elected below (applies only for 403(b) plans that allow hardship distributions):

- a.  Use the following instead of the default (select one):
1.  Hardship distributions for beneficiary expenses are not allowed.
  2.  Hardship distributions for beneficiary expenses are allowed effective as of \_\_\_\_\_ (may not be earlier than August 17, 2006).

2.5 (RESERVED)

2.6 **Qualified Reservist Distributions** (Article X). Qualified Reservist distributions will not be allowed unless elected below:

- a.  Qualified Reservist Distributions are allowed effective as of \_\_\_\_\_ (may not be earlier than September 12, 2001).

2.7 **Continued benefit accruals** (Article XV). Continued benefit accruals for the HEART Act (Amendment Section 15.2) will not apply unless elected below:

- a.  The provisions of Amendment Section 15.2 apply.

#### ARTICLE III NONELECTIVE CONTRIBUTION VESTING

3.1 **Applicability.** This Article III applies solely to plans that are subject to ERISA. This Article applies to Participants who complete an Hour of Service in a Plan Year beginning after December 31, 2006, with respect to accrued benefits derived from employer nonelective contributions made in Plan Years beginning after December 31, 2006. Unless otherwise elected by the employer in Amendment Section 2.2 above, this Article also will apply to all nonelective contributions subject to a vesting schedule, including nonelective contributions allocated under the Plan terms as of a date in a Plan Year beginning before January 1, 2007.

3.2 **Vesting schedule.** A Participant's accrued benefit derived from employer nonelective contributions vests as provided in Amendment Section 2.1.a, or if applicable, Amendment Section 2.2.

#### ARTICLE IV PARTICIPANT DISTRIBUTION NOTIFICATION

4.1 **180-day notification period.** For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), 411(a)(11) (Participant's consent to distribution), and 417 (notice under the joint and survivor annuity rules) will become 180 days.

4.2 **Notice of right to defer distribution.** For any distribution notice issued in Plan Years beginning after December 31, 2006, the description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer

receipt of the distribution. For notices issued before the 90th day after the issuance of Treasury regulations (unless future Revenue Service guidance otherwise requires), the notice will include: (i) a description indicating the investment options available under the Plan (including fees) that will be available if the Participant defers distribution; and (ii) the portion of the summary plan description that contains any special rules that might affect materially a Participant's decision to defer.

**ARTICLE V  
ROLLOVER OF AFTER-TAX/ROTH AMOUNTS**

- 5.1 **Direct rollover to qualified plan/403(b) plan.** For taxable years beginning after December 31, 2006, a Participant may elect to transfer employee (after-tax) or Roth elective deferral contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred, including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

**ARTICLE VI  
(RESERVED)**

**ARTICLE VII  
DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION**

- 7.1 **Non-spouse beneficiary rollover right.** For distributions after December 31, 2009, and unless otherwise elected in Section 2.3 of this Amendment, for distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.
- 7.2 **Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 7.1, any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.
- 7.3 **Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).
- 7.4 **Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

**ARTICLE VIII  
DISTRIBUTION BASED ON BENEFICIARY HARDSHIP**

- 8.1 **Beneficiary-based distribution.** Unless otherwise elected in Amendment Section 2.4, then effective as of August 17, 2006, a Participant's hardship event, for purposes of the Plan's hardship distribution provisions, includes an immediate and heavy financial need of the Participant's primary beneficiary under the Plan, that would constitute a hardship event if it occurred with respect to the Participant's spouse or dependent as defined under Code §152 (such hardship events being limited to educational expenses, funeral expenses and certain medical expenses). For purposes of this Article, a Participant's "primary beneficiary under the Plan" is an individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

**ARTICLE IX  
(RESERVED)**

**ARTICLE X  
QUALIFIED RESERVIST DISTRIBUTION**

- 10.1 **403(b) distribution restrictions.** If elected in Amendment Section 2.6, then effective as of the date specified in such Section, the Plan permits a Participant to elect a Qualified Reservist Distribution, as defined in this Article X.
- 10.2 **Qualified Reservist Distribution defined.** A "Qualified Reservist Distribution" is any distribution to an individual who is ordered or called to active duty after September 11, 2001, if: (i) the distribution is from amounts attributable to elective deferrals in a 403(b) plan; (ii) the individual was (by reason of being a member of a reserve component, as defined in section 101 of title 37, United States Code) ordered or called to active duty for a period in excess of 179 days or for an indefinite period; and (iii) the Plan makes the distribution during the period beginning on the date of such order or call, and ending at the close of the active duty period.

**ARTICLE XI  
OTHER 403(b)/401(m) PLAN PROVISIONS**

- 11.1 **Gap period income on distributed excess aggregate contributions** (applies solely to plans other than Section 414(d) governmental plans or plans maintained by churches or qualified church-controlled organizations under Section 3121(w)(3)). This Section applies to excess aggregate contributions (as defined in Code §401(m)(6)(B)) made with respect to Plan Years beginning after December 31, 2007. The Plan administrator will not calculate and distribute allocable income for the gap period (i.e., the period after the close of the Plan Year in which the excess contribution or excess aggregate contribution occurred and prior to the distribution).
- 11.2 **Gap period income on distributed excess deferrals.** This Section applies to 403(b) plan excess deferrals (as defined in Code §402(g)) made in taxable year 2007. The Plan administrator must calculate allocable income for the taxable year and also for the gap period (i.e., the period after the close of the taxable year in which the excess deferral occurred and prior to the distribution); provided that the Plan administrator will calculate and distribute the gap period allocable income only if the Plan administrator in accordance with the Plan terms otherwise would allocate the gap period allocable income to the Participant's account.

**ARTICLE XII  
QUALIFIED OPTIONAL SURVIVOR ANNUITY  
(applies solely to plans that are subject to ERISA)**

- 12.1 **Right to Elect Qualified Optional Survivor Annuity.** Effective with respect to Plan Years beginning after December 31, 2007, a participant who elects to waive the qualified joint and survivor annuity form of benefit, if offered under the Plan, is entitled to elect the "qualified optional survivor annuity" at any time during the applicable election period. Furthermore, the written explanation of the joint and survivor annuity shall explain the terms and conditions of the "qualified optional survivor annuity."
- 12.2 **Definition of Qualified Optional Survivor Annuity.**
- a. **General.** For purposes of this Article, the term "qualified optional survivor annuity" means an annuity:
- (1) For the life of the participant with a survivor annuity for the life of the spouse which is equal to the "applicable percentage" of the amount of the annuity which is payable during the joint lives of the Participant and the spouse, and
  - (2) Which is the actuarial equivalent of a single annuity for the life of the participant.
- Such term also includes any annuity in a form having the effect of an annuity described in the preceding sentence.
- b. **Applicable percentage.** For purposes of this Section, the "applicable percentage" is based on the survivor annuity percentage (i.e., the percentage which the survivor annuity under the Plan's qualified joint and survivor annuity bears to the annuity payable during the joint lives of the participant and the spouse). If the survivor annuity percentage is less than 75 percent, then the "applicable percentage" is 75 percent; otherwise, the "applicable percentage" is 50 percent.

**ARTICLE XIII  
DIRECT ROLLOVER TO ROTH IRA**

- 13.1 **Roth IRA rollover.** For distributions made after December 31, 2007, a participant may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

**ARTICLE XIV  
QUALIFIED DOMESTIC RELATIONS ORDERS  
(applies solely to plans other than Section 414(d) governmental plans and Section 414(e) church plans)**

- 14.1 **Permissible QDROs.** Effective April 8, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.
- 14.2 **Other QDRO requirements apply.** A domestic relations order described in Section 14.1 is subject to the same requirements and protections that apply to QDROs.

**ARTICLE XV  
HEART ACT PROVISIONS**

- 15.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

- 15.2 **Benefit accrual.** If the Employer elects in Amendment Section 2.7 to apply this Section 15.2, then for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled on or after January 1, 2007 (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.
- a. **Determination of benefits.** The Plan will determine the amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 15.2 for purposes of applying paragraph Code §414(u)(6)(C) on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.
- 15.3 **Differential wage payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.
- 15.4 **Severance from employment.** Notwithstanding Section 15.3(i), for purposes of Code §403(b)(7)(A)(ii) and 403(b)(11), an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A).
- a. **Suspension of deferrals.** If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.
- b. **Nondiscrimination requirement.** Section 15.3(iii) applies only if all employees of the Employer performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §5410(b)(3), (4), and (5), as is those Code sections applied to a Section 403(b) plan).

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**AMENDMENT FOR  
HEART AND WRERA  
(Defined Contribution Plan)**

**ARTICLE I  
PREAMBLE**

- 1.1 **Effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Employer's election.** The Employer adopts all the default provisions of this Amendment except as otherwise elected in Article II.
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.5 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these HEART and WRERA provisions).

**ARTICLE II  
EMPLOYER ELECTIONS**

The Employer only needs to complete the questions in Sections 2.2 through 2.3 below in order to override the default provisions set forth below.

- 2.1 **Default Provisions.** Unless the Employer elects otherwise in this Article, the following defaults will apply:
  - a. **Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.**
  - b. **Differential wage payments are treated as Compensation for all Plan benefit purposes.**
  - c. **The Plan permits distributions pursuant to the HEART Act on account of "deemed" severance of employment.**
  - d. **Required Minimum Distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions.**

2.2 **HEART ACT provisions (Article III).**

**Continued benefit accruals.** Amendment Section 3.2 will not apply unless elected below:

- a.  The provisions of Amendment Section 3.2 apply effective as of: (select one)
  1.  the first day of the 2007 Plan Year
  2.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

However, the provisions no longer apply effective as of: (select if applicable)

3.  \_\_\_\_\_.

**Differential pay.** Differential wage payments (as described in Amendment Section 3.3) will be treated, for Plan Years beginning after December 31, 2008, as compensation for all Plan benefit purposes unless b. is elected below:

- b.  In lieu of the above default provision, the employer elects the following (select all that apply; these selections do not affect the operation of Amendment Section 3.3(ii)):

1.  the inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
2.  the inclusion only applies to Compensation for purposes of Elective Deferrals.

**Distributions for deemed severance of employment.** The Plan permits distributions pursuant to Amendment Section 3.4 unless otherwise elected below:

- c.  The Plan does not permit such distributions.
- d.  The Plan permits such distributions effective as of \_\_\_\_\_ (may not be earlier than January 1, 2007).

- 2.3 **WRERA (RMD waivers for 2009).** The provisions of Amendment Section 4.1 apply (RMDs are suspended unless a Participant or Beneficiary elects otherwise) unless otherwise elected below:
- a.  The provisions of Amendment Section 4.2 apply (RMDs continued unless otherwise elected by a Participant or Beneficiary).
  - b.  RMDs continued in accordance with the terms of the Plan without regard to this Amendment (i.e., no election available to Participants or Beneficiaries).
  - c.  Other: \_\_\_\_\_

For purposes of Amendment Section 4.3, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H):

- d.  2009 RMDs and Extended 2009 RMDs (both as defined in Article IV of this Amendment).
- e.  2009 RMDs (as defined in Article IV of this Amendment) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

### ARTICLE III HEART ACT PROVISIONS

- 3.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.
- 3.2 **Benefit accrual.** If the Employer elects in Amendment Section 2.2 to apply this Section 3.2, then effective as of the date specified in Amendment Section 2.2, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.
  - a. **Determination of benefits.** The Plan will determine the amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 3.2 for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.
- 3.3 **Differential wage payments.** For years beginning after December 31, 2008: (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment; (ii) the differential wage payment is treated as compensation for purposes of Code §415(c)(3) and Treasury Reg. §1.415(c)-2 (e.g., for purposes of Code §415, top-heavy provisions of Code §416, determination of highly compensated employees under Code §414(q), and applying the 5% gateway requirement under the Code §401(a)(4) regulations); and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding plan provisions, including, but not limited to, Plan provisions related to the ADP or ACP test) by reason of any contribution or benefit which is based on the differential wage payment. The Plan Administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any deferrals, and if applicable, any matching contributions, attributable to differential wages. Differential wage payments (as described herein) will also be considered compensation for all Plan purposes unless otherwise elected at Amendment Section 2.2.

Section 3.3(iii) above applies only if all employees of the Employer performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on



reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).

- 3.4 **Deemed Severance.** Notwithstanding Section 3.3(i), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a qualified reservist distribution), then the other Plan provision will control and the 6-month suspension will not apply.

#### ARTICLE IV WAIVER OF 2009 REQUIRED DISTRIBUTIONS

- 4.1 **Suspension of RMDs unless otherwise elected by Participant.** This paragraph does not apply if the Employer elected Amendment Section 2.3a, b, or c. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.
- 4.2 **Continuation of RMDs unless otherwise elected by Participant.** This paragraph applies if Amendment Section 2.3a is selected. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.
- 4.3 **Direct Rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in Amendment Section 2.3, will be treated as eligible rollover distributions. If no election is made by the Employer in Amendment Section 2.3, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H).

#### ARTICLE V DIVESTMENT OF EMPLOYER SECURITIES

- 5.1 **Application and Effective Date of Article.**
- a. **Application.** This Article V only applies to a Plan that is an "applicable defined contribution plan." Except as provided herein or in Treas. Reg. §1.401(a)(35)-1, an "applicable defined contribution plan" means a defined contribution plan that holds employer securities (within the meaning of Treas. Reg. 1.401(a)(35)-1(f)(3)) that are publicly traded (within the meaning of Treas. Reg. 1.401(a)(35)-1(f)(5)). An "applicable defined contribution" does not include a one-participant plan, as defined in Code §401(a)(35)(E)(iv) or an employee stock ownership plan ("ESOP") as defined in Code §4975(e)(7) if: (i) the ESOP holds no contributions (or related earnings) that are (or were ever) subject to Code §§ 401(k) or 401(m); and (ii) the ESOP is a separate plan, for purposes of Code §414(l), from any other defined benefit plan or defined contribution plan maintained by the same employer or employers. Except as provided in Treas. Reg. §1.401(a)(35)-1(f)(2)(iv) or in Code §401(a)(35)(F)(ii) (relating to certain controlled groups), the Plan is treated as holding publicly traded Employer securities if any Employer corporation,

or any member of a controlled group of corporations which includes such Employer corporation (as defined in Code §401(a)(35)(F)(iii)) has issued a class of stock which is a publicly traded Employer security.

- b. **Effective date.** The provisions of Code §401(a)(35) generally apply to Plan Years beginning after December 31, 2006. However, the effective date of the provisions relating to Treas. Reg. 1.401(a)(35)-1 are applicable to Plan Years beginning on or after January 1, 2011.
- 5.2 **Rule applicable to elective deferrals and employee contributions.** If any portion of an "applicable individual's" account attributable to elective deferrals or employee contributions is invested in publicly-traded Employer securities, then, except as otherwise provided herein, the "applicable individual" may elect to direct the Plan to divest any such securities, and to reinvest an equivalent amount in other investment options which satisfy the requirements of Section 5.4. For purposes of this Section 5.2, an "applicable individual" means: (i) a Participant; (ii) an alternate payee who has an account under the Plan; or (iii) a Beneficiary of a deceased Participant.
- 5.3 **Rule applicable to Employer contributions.** If any portion of an "applicable individual's" account attributable to non-elective or matching contributions is invested in publicly-traded Employer securities, then, except as otherwise provided herein, the "applicable individual" may elect to direct the Plan to divest any such securities, and to reinvest an equivalent amount in other investment options which satisfy the requirements of Section 5.4.
- a. **Definition of "Applicable individual."** For purposes of this Section 5.3, an "applicable individual" means: (i) a Participant who has completed at least three (3) years of service; (ii) an alternate payee who has an account under the Plan with respect to a Participant who has completed at least three (3) years of service; or (iii) a Beneficiary of a deceased Participant. For this purpose, a Participant completes three (3) years of service on the last day of the vesting computation period provided for under the Plan that constitutes the completion of the third year of service under Code §411(a)(5). However, if the Plan uses the elapsed time method of crediting service for vesting purposes (or the Plan provides for immediate vesting without using a vesting computation period or the elapsed time method of determining vesting), a Participant completes three (3) years of service on the day immediately preceding the third anniversary of the Participant's date of hire.
- b. **Three-year phase-in applicable to Employer contributions.** For Employer securities acquired with non-elective or matching contributions during a Plan Year beginning before January 1, 2007, the rule described in this Section 5.3 only applies to the percentage of the Employer securities (applied separately for each class of securities) as follows:

<u>Plan Year</u>	<u>Percentage</u>
2007	33
2008	66
2009	100

- c. **Exception to phase-in for certain age 55 Participants.** The 3-year phase-in rule of Section 5.3.b does not apply to a Participant who has attained age 55 and who has completed at least three (3) years of service (as defined in Section 5.3.a above) before the first Plan Year beginning after December 31, 2005.
- 5.3 **Investment options.** For purposes of this Article V, other investment options must include not less than three (3) investment options, other than Employer securities, to which the individual who has the right to divest under Amendment Section 5.2 or 5.3 may direct the proceeds from the divestment of Employer securities. Each of the three (3) investment options must be diversified and have materially different risk and return characteristics. For this purpose, investment options that constitute a broad range of investment alternatives within the meaning of Department of Labor Regulation §2550.404c-1(b)(3) are treated as being diversified and having materially different risk and return characteristics.
- 5.4 **Restrictions or conditions on investments in Employer securities.** The Plan must provide reasonable divestment and reinvestment opportunities at least quarterly. Furthermore, except as permitted by Treas. Reg. §1.401(a)(35)-1(c), the Plan may not impose restrictions or conditions on the investment of Employer securities which the Plan does not impose on the investment of other Plan assets.

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## ADDENDUM V

### AMENDMENT FOR HEART AND WRERA (Defined Contribution Plan)

#### ARTICLE I PREAMBLE

- 1.1 **Effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Employer's election.** The Employer adopts all the default provisions of this Amendment except as otherwise elected in Article II.
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.5 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these HEART and WRERA provisions).

#### ARTICLE II EMPLOYER ELECTIONS

The Employer only needs to complete the questions in Sections 2.2 through 2.3 below in order to override the default provisions set forth below.

- 2.1 **Default Provisions.** Unless the Employer elects otherwise in this Article, the following defaults will apply:
- a. **Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.**
  - b. **Differential wage payments are treated as Compensation for all Plan benefit purposes.**
  - c. **The Plan permits distributions pursuant to the HEART Act on account of "deemed" severance of employment.**
  - d. **Required Minimum Distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions.**

2.2 **HEART ACT provisions** (Article III).

**Continued benefit accruals.** Amendment Section 3.2 will not apply unless elected below:

- a.  The provisions of Amendment Section 3.2 apply effective as of: (select one)
- 1.  the first day of the 2007 Plan Year
  - 2.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

However, the provisions no longer apply effective as of: (select if applicable)

3.  \_\_\_\_\_.

**Differential pay.** Differential wage payments (as described in Amendment Section 3.3) will be treated, for Plan Years beginning after December 31, 2008, as compensation for all Plan benefit purposes unless b. is elected below:

- b.  In lieu of the above default provision, the employer elects the following (select all that apply; these selections do not affect the operation of Amendment Section 3.3(ii)):
- 1.  the inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
  - 2.  the inclusion only applies to Compensation for purposes of Elective Deferrals.

**Distributions for deemed severance of employment.** The Plan permits distributions pursuant to Amendment Section 3.4 unless otherwise elected below:

- c.  The Plan does not permit such distributions.
- d.  The Plan permits such distributions effective as of \_\_\_\_\_(may not be earlier than January 1, 2007).

2.3 **WRERA (RMD waivers for 2009).** The provisions of Amendment Section 4.1 apply (RMDs are suspended unless a Participant or Beneficiary elects otherwise) unless otherwise elected below:

- a.  The provisions of Amendment Section 4.2 apply (RMDs continued unless otherwise elected by a Participant or Beneficiary).
- b.  RMDs continued in accordance with the terms of the Plan without regard to this Amendment (i.e., no election available to Participants or Beneficiaries).
- c.  Other:\_\_\_\_\_

For purposes of Amendment Section 4.3, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):

- d.  2009 RMDs and Extended 2009 RMDs (both as defined in Article IV of this Amendment).
- e.  2009 RMDs (as defined in Article IV of this Amendment) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

### ARTICLE III HEART ACT PROVISIONS

3.1 **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

3.2 **Benefit accrual.** If the Employer elects in Amendment Section 2.2 to apply this Section 3.2, then effective as of the date specified in Amendment Section 2.2, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

a. **Determination of benefits.** The Plan will determine the amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this Section 3.2 for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.3 **Differential wage payments.** For years beginning after December 31, 2008: (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment; (ii) the differential wage payment is treated as compensation for purposes of Code §415(c)(3) and Treasury Reg. §1.415(c)-2 (e.g., for purposes of Code §415, top-heavy provisions of Code §416, determination of highly compensated employees under Code §414(q), and applying the 5% gateway requirement under the Code §401(a)(4) regulations); and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding plan provisions, including, but not limited to, Plan provisions related to the ADP or ACP test) by reason of any contribution or benefit which is based on the differential wage payment. The Plan Administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any deferrals, and if applicable, any matching contributions, attributable to differential wages. Differential wage payments (as described herein) will also be considered compensation for all Plan purposes unless otherwise elected at Amendment Section 2.2.

Section 3.3(iii) above applies only if all employees of the Employer performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).

3.4 **Deemed Severance.** Notwithstanding Section 3.3(i), if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the

distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a qualified reservist distribution), then the other Plan provision will control and the 6-month suspension will not apply.

#### ARTICLE IV WAIVER OF 2009 REQUIRED DISTRIBUTIONS

- 4.1 **Suspension of RMDs unless otherwise elected by Participant.** This paragraph does not apply if the Employer elected Amendment Section 2.3a, b, or c. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.
- 4.2 **Continuation of RMDs unless otherwise elected by Participant.** This paragraph applies if Amendment Section 2.3a is selected. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.
- 4.3 **Direct Rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in Amendment Section 2.3, will be treated as eligible rollover distributions. If no election is made by the Employer in Amendment Section 2.3, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H).

#### ARTICLE V DIVESTMENT OF EMPLOYER SECURITIES

- 5.1 **Application and Effective Date of Article.**
- a. **Application.** This Article V only applies to a Plan that is an "applicable defined contribution plan." Except as provided herein or in Treas. Reg. §1.401(a)(35)-1, an "applicable defined contribution plan" means a defined contribution plan that holds employer securities (within the meaning of Treas. Reg. 1.401(a)(35)-1(f)(3)) that are publicly traded (within the meaning of Treas. Reg. 1.401(a)(35)-1(f)(5)). An "applicable defined contribution" does not include a one-participant plan, as defined in Code §401(a)(35)(E)(iv) or an employee stock ownership plan ("ESOP") as defined in Code §4975(e)(7) if: (i) the ESOP holds no contributions (or related earnings) that are (or were ever) subject to Code §§ 401(k) or 401(m); and (ii) the ESOP is a separate plan, for purposes of Code §414(l), from any other defined benefit plan or defined contribution plan maintained by the same employer or employers. Except as provided in Treas. Reg. §1.401(a)(35)-1(f)(2)(iv) or in Code §401(a)(35)(F)(ii) (relating to certain controlled groups), the Plan is treated as holding publicly traded Employer securities if any Employer corporation, or any member of a controlled group of corporations which includes such Employer corporation (as defined in Code §401(a)(35)(F)(iii)) has issued a class of stock which is a publicly traded Employer security.
- b. **Effective date.** The provisions of Code §401(a)(35) generally apply to Plan Years beginning after December 31, 2006. However, the effective date of the provisions relating to Treas. Reg. 1.401(a)(35)-1 are applicable to Plan Years beginning on or after January 1, 2011.
- 5.2 **Rule applicable to elective deferrals and employee contributions.** If any portion of an "applicable individual's" account attributable to elective deferrals or employee contributions is invested in publicly-traded Employer securities, then, except as otherwise provided herein, the "applicable individual" may elect to direct the Plan to divest any such securities, and to reinvest an equivalent amount in other investment options which satisfy the requirements of Section 5.4. For purposes of this Section 5.2, an "applicable individual" means: (i) a Participant; (ii) an alternate payee who has an account under the Plan; or (iii) a Beneficiary of a deceased Participant.

5.3 **Rule applicable to Employer contributions.** If any portion of an "applicable individual's" account attributable to nonelective or matching contributions is invested in publicly-traded Employer securities, then, except as otherwise provided herein, the "applicable individual" may elect to direct the Plan to divest any such securities, and to reinvest an equivalent amount in other investment options which satisfy the requirements of Section 5.4.

a. **Definition of "Applicable individual."** For purposes of this Section 5.3, an "applicable individual" means: (i) a Participant who has completed at least three (3) years of service; (ii) an alternate payee who has an account under the Plan with respect to a Participant who has completed at least three (3) years of service; or (iii) a Beneficiary of a deceased Participant. For this purpose, a Participant completes three (3) years of service on the last day of the vesting computation period provided for under the Plan that constitutes the completion of the third year of service under Code §411(a)(5). However, if the Plan uses the elapsed time method of crediting service for vesting purposes (or the Plan provides for immediate vesting without using a vesting computation period or the elapsed time method of determining vesting), a Participant completes three (3) years of service on the day immediately preceding the third anniversary of the Participant's date of hire.

b. **Three-year phase-in applicable to Employer contributions.** For Employer securities acquired with nonelective or matching contributions during a Plan Year beginning before January 1, 2007, the rule described in this Section 5.3 only applies to the percentage of the Employer securities (applied separately for each class of securities) as follows:

<u>Plan Year</u>	<u>Percentage</u>
2007	33
2008	66
2009	100

c. **Exception to phase-in for certain age 55 Participants.** The 3-year phase-in rule of Section 5.3.b does not apply to a Participant who has attained age 55 and who has completed at least three (3) years of service (as defined in Section 5.3.a above) before the first Plan Year beginning after December 31, 2005.

5.3 **Investment options.** For purposes of this Article V, other investment options must include not less than three (3) investment options, other than Employer securities, to which the individual who has the right to divest under Amendment Section 5.2 or 5.3 may direct the proceeds from the divestment of Employer securities. Each of the three (3) investment options must be diversified and have materially different risk and return characteristics. For this purpose, investment options that constitute a broad range of investment alternatives within the meaning of Department of Labor Regulation §2550.404c-1(b)(3) are treated as being diversified and having materially different risk and return characteristics.

5.4 **Restrictions or conditions on investments in Employer securities.** The Plan must provide reasonable divestment and reinvestment opportunities at least quarterly. Furthermore, except as permitted by Treas. Reg. §1.401(a)(35)-1(e), the Plan may not impose restrictions or conditions on the investment of Employer securities which the Plan does not impose on the investment of other Plan assets.

\* \* \* \* \*

**AGREEMENTS ENTERED INTO BY THE MEDICAL UNIVERSITY HOSPITAL  
AUTHORITY SINCE THE MAY 2021 MEETING OF THE BOARD OF TRUSTEES**

**Hospital Services** - Any contract involving the exchange of Hospital services either for money or other services.

**Managed Care** - The Medical Center has entered a Managed Care Agreement with the following:

- Absolute Total Care, Inc.
- BCBSSC-Blue Distinction Centers
- Cigna
- Humana Choice
- Medcost
- Medicaid Branches of DHHS
- Tricare (Value Options)
- Zelis

**Transplant Agreements** - For the institution(s) listed below, the Medical Center Transplant Unit agrees to provide tissue typing and transplantation to those patients who are medically suitable and to follow those patients in the transplant clinic at MUSC.

**Transfer Agreements** - MUHA agrees to accept the admission of individuals requiring specialized care and meet certain criteria from the following facilities:

- Dialysis Clinic Inc. (DCI)
- BHM Palmetto Village of Chester

**Affiliation Agreements –**

- Charleston Southern University
- Hutchinson Community College
- Limestone University
- Arcadia University
- Georgia College & State University
- Suffolk University
- The University of Texas at El Paso
- Texas Women’s University
- University of New Hampshire
- Weber State University
- Wingate University Health Center
- Arcadia University
- Georgetown University – Washington
- Southeastern College
- University of Iowa
- University of Tennessee Knoxville

**Shared Services Agreements –**

MUHA FY21 Capital Projects		August 2021			FY 22 Invoiced	FY 22 Balance	A/E	Contractor	Status	Projected Final Completion
Proj #	Description	Total Project Budget	FY22 Funding	FY 22 Invoiced						
210047	ART Cath Labs 11 & 12	\$907,250	\$812,250	\$0		Liolio	TBD	Design		
210048	UHE NES Phase 2	\$1,000,000	\$950,000	\$0		Josie Abrams	TBD	Design		
	UH 5th Floor Pheno	\$598,500	\$598,500	\$0		TBD	TBD	Pending		
210054	UH 8E Neuroscience ICU	\$2,250,000	\$1,750,000	\$0		Compass 5	TBD	Design		
210062	RT Oncology Head and Neck Expansion	\$600,000	\$600,000	\$0		TBD	TBD	Pending		
220014	RT R&F Xray	\$141,075	\$141,075	\$0		TBD	TBD	Pending		
220015	RT 2st Floor 3T Skyra MRI	\$513,000	\$513,000	\$0		TBD	TBD	Pending		
220016	ART 3rd Floor CT Angio Room 1	\$213,750	\$213,750	\$0		TBD	TBD	Pending		
220017	ART Xray Luminos Agile Max RF Room 2	\$81,000	\$81,000	\$0		TBD	TBD	Pending		
220018	UH R&F Xray Luminos Agile Max	\$81,000	\$81,000	\$0		TBD	TBD	Pending		
220019	UH R&F Xray Ysio Max	\$81,000	\$81,000	\$0		TBD	TBD	Pending		
220021	ART ERCF Phase 2 and Holding	\$878,750	\$878,750	\$0		TBD	TBD	Pending		
220022	RT AHU 2-2	\$75,000	\$75,000	\$0		TBD	TBD	Pending		
220023	UH 5E Renovations for SSICU	\$1,500,000	\$1,500,000	\$0		TBD	TBD	Pending		
220024	RT Hyperbaric Unit	\$500,000	\$500,000	\$0		TBD	TBD	Pending		
220025	WAMP PTOT Phase 2	\$30,000	\$30,000	\$0		TBD	TBD	Pending		
220026	ART BMT Expansion (Philanthropy)	\$1,000,000	\$1,000,000	\$0		TBD	TBD	Pending		
	UHE Air Handler Unit 3	\$600,000	\$600,000	\$0		TBD	TBD	Pending		
	UHE Cooling Tower Phase 1	\$2,500,000	\$2,150,000	\$0		MECA	TBD	Construction	Aug-22	
	Capital Total		\$12,555,325							
<b>MUHA FY22 Expense Projects &gt; \$250,000</b>										
160176	ART - Seal Building Envelope	\$300,000	\$300,000	\$0	\$300,000	TBD	TBD	Design		
200039	UH - Roof Repairs	\$2,400,000	\$0	\$0	\$0	BEE	TBD	Bidding		
160478	CH - Roof Repairs	\$1,200,000	\$1,200,000	\$0	\$1,200,000	BEE	TBD	Design		
TBD	Facility Condition Assessment - SSR	\$900,000	\$900,000	\$0	\$900,000	TBD	TBD	Pending		



University Active Project List > \$250,000		August 2021	Funds Committed to Date	Balance to Finish	A/E	Contractor	Status	Projected Final Completion
Project #	Description	MUSC Approved Budget						
<b>Approved Projects</b>								
9834	IOP Chiller # 2 Replacement	\$2,500,000	\$1,807,000	\$693,000	MECA	McCarter	Construction	December 2021
9835	Energy Performance Contract	\$30,000,000	\$27,500,000	\$2,500,000	Ameresco	Ameresco	Construction	October 2021
9840	BSB Envelope Repairs	\$7,000,000	\$4,620,000	\$2,380,000	REI	Hawkins	Construction	July 2022
9841	SEI Chiller Replacement	\$2,500,000	\$2,498,000	\$2,000	MECA	McCarter	Construction	August 2021
9845	BSB Replace AHU 5 and 3 with new AHU	\$1,200,000	\$269,107	\$930,893	RMF		Design	December 2021
9846	Pharmacy Addition/Innov Instruc Classroom Renov	\$58,000,000	\$46,000,000	\$12,000,000	Compass 5	Whiting Turner	Construction	August 2022
9847	HCC Mechanical Systems Replacement	\$3,500,000	\$3,323,691	\$176,309	RMF	CR Hipp	Construction	December 2021
9848	BSB Replace AHU #4 and #4A (serve animal area)	\$1,700,000	\$1,561,859	\$138,141	RMF	Triad	Construction	December 2021
9851	BSB AHU #1 Replacement	\$4,950,000	\$344,525	\$4,605,475	RMF		Design	December 2022
9852	MUSC Combined Heat & Power Facility	\$1,500,000	\$1,500,000	\$0	Ameresco		Design	Design December 2021
50082	PG2 Elevator Renovation	\$750,000	\$503,000	\$247,000	E&F in house	American	Construction	September 2021
50085	Misc Roof Replace/Repairs	\$400,000	\$40,000	\$360,000	BEE	Boneddy	Construction	September 2021
50095	T-G Humidifier Replacement	\$700,000	\$512,000	\$188,000	RMF	Triad	Construction Pends	December 2021
50096	Walton ATS Replacement	\$600,000	\$365,000	\$235,000	RMF	Metro	Construction	September 2021
50098	BSB Heat Exchanger Replacement	\$350,000	\$24,250	\$325,750	RMF		Design	December 2021
50100	IOP Sleep Lab	\$990,000	74,595	\$915,405	Liolio		HOLD per COM	TBD
50118	CSB Primary Transformer Replacement	\$925,000	\$463,000	\$462,000	GWA	Gatch	Construction	March 2022
50120	HCC 4th Floor Roof Replacement	\$975,000	\$40,000	\$935,000	BEE		Design	June 2022
50121	Quad F Building Roof Replacement	\$400,000	\$22,000	\$378,000	BEE		Bidding	TBD
50122	CSB Fuel Tanks Replacement	\$900,000	\$750,000	\$150,000	S&ME	JB Petroleum	Construction Pends	TBD
50123	CODM Clinics Building Cooling Tower Upgrade	\$980,000	\$6,370	\$973,630	RMF		Design	TBD
50124	CSB Cooling Tower Piping Upgrade	\$300,000	\$24,000	\$276,000	RMF		Design	TBD
50125	IOP Cooling Tower Upgrade	\$980,000	\$6,370	\$973,630	RMF		Design	TBD
50126	Misc Research Hoods Phoenix Control Upgrades	\$450,000	\$243,039	\$206,961	N/A	Hoffman	Construction	December 2021
50127	DDB Air Cooled Chiller Replacement	\$400,000	\$30,400	\$369,600	MECA		Design	TBD
50128	BSB Chiller #6 Replacement	\$900,000	\$40,000	\$860,000	MECA		Design	TBD
50130	135 Cannon 4th Floor Family Medicine Renovation	\$900,000	\$60,000	\$840,000	Compass 5	Chastain	Construction	December 2021
50131	University Facilities Condition Assessment	\$741,504	\$721,504	\$20,000	SSR		Design	TBD
50133	CSB Suite 215/216 Renovations	\$600,000	\$0	\$600,000	RMF		Design	TBD
50134	CSB Exterior Envelope Brick Repairs	\$500,000	\$63,000	\$437,000	BEE		Design	TBD

**MEDICAL UNIVERSITY OF SOUTH CAROLINA  
CONSTRUCTION CONTRACTS  
FOR REPORTING  
AUGUST 12, 2021**

**MUSC General Construction Projects:**

<b>Chastain Construction Inc.</b> 135 Cannon 4 <sup>th</sup> Floor Family Medicine Upfit	<b>\$ 608,542.00</b>
<b>Gatch Electrical Contractors Inc.</b> CSB Primary to Secondary Transformer Replacement	<b>\$ 387,187.00</b>
<b>Harkins Builders Inc.</b> BSB Exterior Envelope Repair	<b>\$ 1,934,262.00</b>
<b>Hoffman Building Technologies, Inc.</b> Lab Hood Phoenix Controls Upgrade	<b>\$ 243,039.45</b>
<b>McCarter Mechanical, Inc.</b> Psych Institute Chiller #1 Replacement	<b>\$ 145,467.00</b>
<b>Triad Mechanical Contractors</b> Thurmond Gazes Research Building Humidifier Replacement	<b>\$ 479,020.00</b>
<b>The Whiting-Turner Contracting Company</b> New College of Pharmacy Addition & Innovative Instructional Redesign	<b>\$ 570,174.93</b>

**MEDICAL UNIVERSITY OF SOUTH CAROLINA  
PROFESSIONAL SERVICES  
FOR REPORTING  
AUGUST 12, 2021**

***MUSC Indefinite Delivery Releases***

**DWG, Inc. Consulting Engineers** \$198,175.00  
ARC Flash Study

**DWG, Inc. Consulting Engineers** \$199,826.00  
ARC Flash Labeling Buildings 500,600,570 & 770

**RMF Engineering, Inc.** \$52,800.00  
CSB 215 Lab Renovation

**BEE Group** \$62,085.00  
CSB Interim Masonry Repairs

**Compass 5 Partners, LLC** \$54,514.00  
135 Cannon Street 4th Floor Family Medicine Upfit

***Other Contracts***

**Smith, Seckman, Reid** \$721,504.00  
University Facilities Condition Assessment

**MEDICAL UNIVERSITY OF SOUTH CAROLINA (MUSC) BOARD OF TRUSTEES**  
**CONSENT AGENDA**  
August 13, 2021  
101 Colcock Hall

**Education, Faculty & Student Affairs Committee: Ms. Barbara Johnson-Williams, Chair**

**Consent Agenda for Approval**

Item 26. Sabbatical Leave ..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*

College of Health Professions

**Patty Coker-Bolt, Ph.D., OTR/L, FNAP, FAOTA**, eight-month sabbatical leave beginning May 1, 2022, through December 31, 2022.

Item 27. Endowed Chair Appointments..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*

College of Medicine

**Mark Hassid, M.D.**, Associate Professor for appointment to the Charles T. Wallace, M.D. Endowed Chair for Pediatric Anesthesiology, effective July 1, 2021.

**Daniel P. Judge, M. D.**, Professor for appointment to the Edwin W. and Teresa H. Rogers Endowed Chair for Cardiovascular Research, in the Department of Medicine, Division of Cardiology, effective August 13, 2021.

**Albert Craig Lockhart, M.D., MHS.**, Professor for appointment to the Blatt Ness Endowed Chair in Oncology, effective April 1, 2021.

**Oleg Palygin, Ph.D.**, Associate Professor for appointment to the SmartState MUSC Renal Disease Biomarkers Endowed Chair, effective July 1, 2021.

**Scott Sullivan, M.D.**, Professor, in the Department of Ob/Gyn, for appointment to the Spaulding-Paolozzi Endowed Chair for Ob/Gyn, effective August 13, 2021.

**Ravi Veeraswamy, M.D.**, Professor in the Department of Surgery, for appointment to the Elliott-Robison Endowed Chair in Vascular Surgery, effective August 13, 2021.

Item 28. Change in Faculty Status ..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*

College of Medicine

**Shean J. Aujla, M.D.**, from Associate Professor to Clinical Associate Professor in the Department of Pediatrics, Division of Pediatric Pulmonary Medicine, effective May 1, 2021.

**Chanita Hughes-Halbert, Ph.D.**, from Professor to Adjunct Professor, in the Department of Psychiatry and Behavioral Sciences, effective July 1, 2021

**Susan C. Harvey, M.D.**, from Associate Professor to Clinical Associate Professor, in the Department of Anesthesia and Perioperative Medicine, effective May 14, 2021.

**Daria Ilatavskaya, Ph.D.**, from Associate Professor to Adjunct Associate Professor, in the Department of Regenerative Medicine and Cell Biology, effective July 1, 2021.

**Yukiko Sugi, Ph.D.** from Associate Professor to Adjunct Associate Professor, in the Department of Regenerative Medicine and Cell Biology, effective July 1, 2021.

Item 29. Affiliate Faculty Appointments ..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*

James B. Edwards College of Dental Medicine

**J. Mark Barry, DDS, MBA**, Affiliate Professor, in the James B. Edwards College of Dental Medicine, Department of Stomatology, Division of Oral Medicine, effective July 1, 2021.

**Chad S. Webb, DDS, MS**, Affiliate Associate Professor, in the James B. Edwards College of Dental Medicine, the Department of Orthodontics, effective June 1, 2021.

College of Medicine

**Gauri Dhir, M.D.**, as Affiliate Associate Professor, in the College of Medicine, Department of Family Medicine, effective July 1, 2021.

Item 30. Faculty Appointments ..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*

College of Medicine

**Lori L. McMahon (Wakefield), Ph.D.** as Professor **with Tenure**, on the Academic Investigator track, in the College of Medicine, Department of Neuroscience, effective July 1, 2021. She will also serve as Vice President for Research at MUSC.

**Oleg Palygin, Ph.D.**, as Associate Professor, on the Academic Investigator track, in the Department of Medicine, Division of Nephrology, with dual appointment as Associate Professor, in the Department of Regenerative Medicine and Cell Biology, effective July 1, 2021. Dr Palygin’s primary appointment will rest in the Department of Medicine, Division of Nephrology. Dr. Palygin will also hold the SmartState MUSC Renal Disease Biomarkers Endowed Chair, effective July 1, 2021.

**David Park, M.D.**, as Associate Professor, on the Clinician Educator track, in the Department of Pathology and Laboratory Medicine, effective August 2, 2021.

**LalithKumar Solai, M.D.**, as Professor, on the Clinician Educator track, in the Department of Psychiatry and Behavioral Sciences, effective July 1, 2021.

James B. Edwards College of Dental Medicine

**Sophie Paczesny, M.D., Ph.D., [joint appointment]** as Professor in the Department of Oral Health Sciences, effective June 1, 2021. Dr. Paczesny’s primary appointment rests in the Department of Microbiology and Immunology, in the College of Medicine.

Item 31. Emerita/Emeritus..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*

**Gil Boissonneault, Ph.D., PA-C**, from Professor to Professor Emeritus, in the College of Health Professions, Department of Physician Assistant Studies, effective

**Debora D. Brown, D.P.T.**, from Professor to Professor Emerita, in the College of Health Professions, Department of Rehabilitation Sciences, effective July 17, 2021.

**Jane M. Charles, M.D.**, from Professor to Professor Emerita in the College of Medicine, Department of Pediatrics, Division of Developmental/Behavioral Pediatrics, effective July 1, 2021

**Lisa Montgomery, MHA**, from Instructor to Instructor Emerita, in the College of Health Professions, Department of Health Studies, effective July 1, 2021.

**Lynne Nemeth, Ph.D., RN**, from Professor to Professor Emerita, in the Department of Nursing, College of Nursing, effective August 31, 2021.

Item 32. Distinguished University Professor ..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*

**Paul R. Lambert, M.D.** as Distinguished University Professor, in the College of Medicine, Department Otolaryngology- Head and Neck Surgery, effective August 13, 2021.

Item 33. Faculty Promotions Effective January 1, 2022..... Dr. Lisa Saladin  
*Executive Vice President for Academic Affairs and Provost*

**From Associate Professor to Professor, Academic Investigator Track**

**Suhua Sha, M.D.**, Department Pathology and Laboratory Medicine

**From Associate Professor to Professor, Academic Clinician Track**

**Diane Kamen, M.D., MSCR**, Department of Medicine, Division of Rheumatology

**From Associate Professor to Professor, Clinician Educator Track**

**Harry A. Demos, M.D.**, Department of Orthopaedics and Physical Medicine

**Whitney S. Graybill, M.D., MS**, Department of Obstetrics and Gynecology, Division of Gynecologic Oncology

**Faye N. Hant, DO, MSCR**, Department of Medicine, Division of Rheumatology

**Michelle P. Hudspeth, M.D.**, Department of Pediatrics, Division of Hematology/Oncology

**Gweneth B. Lazenby, M.D.**, Department of Obstetrics and Gynecology, Division of

BenFign Obstetrics and Gynecology; Dual in Medicine, Division of Infectious Diseases

**Steven D. McSwain, M.D., MPH**, Department of Pediatrics, Division of Pediatric Critical Care

**W. Scott Russell, M.D.**, Department of Pediatrics, Division of Pediatric Emergency Medicine

**Ashlyn H. Savage, M.D., MSCR**, Department of Obstetrics and Gynecology, Division of Benign Obstetrics and Gynecology

**Zachery M. Soler, M.D., MSc**, Department of Otolaryngology – Head and Neck Surgery

**From Clinical Associate Professor to Clinical Professor, Modified track**

**Daniel Y. Reuben, M.D.**, Department of Medicine, Division of Hematology/Oncology

**From Assistant Professor to Associate Professor, Academic Clinician track**

**Andreana M. Benitez, PhD**, Department of Neurology; Dual in Radiology and Radiological Science

**John L. Pearce, PhD**, Department of Public Health Sciences

**From Assistant Professor to Associate Professor, Clinician Educator track**

**Russell S. Blackwelder, M.D.**, Department of Family Medicine

**Jason R. Buckley, M.D.**, Department of Pediatrics, Division of Pediatric Cardiology

**Lillian M Christon, Ph.D.**, Department of Psychiatry and Behavioral Sciences

**Clarice S. Clemmens, M.D.**, Department of Otolaryngology

**Theodore S Gourdin, M.D.**, Department of Medicine, Division of Hematology/Oncology

**David A. Gutman, M.D.**, Department of Anesthesia and Perioperative Medicine; Dual: Department of Obstetrics and Gynecology, Division of Benign Obstetrics and Gynecology

**Christopher L. Heine, M.D.**, Department of Anesthesia and Perioperative Medicine

**Julie Wentworth Hirschhorn, PhD**, Department of Pathology and Laboratory Medicine

**Keri T. Holmes-Maybank, M.D.**, Department of Medicine, Division of Hospital Medicine

**Kathryn Cristaldi King, M.D., MHS**, Department of Pediatrics, Division of General Pediatrics

**Jennifer R. Matos, M.D.**, Department of Anesthesia and Perioperative Medicine

**Blaithin A. McMahon, PhD, MB BChr**, Department of Medicine, Division of Nephrology

**Christopher L. Metts, M.D.**, Department of Pathology and Laboratory Medicine

**Kristoff R. Reid, M.D.**, Department of Orthopaedics and Physical Medicine

**Daniel Clay Williams, M.D., MSCR**, Department of Pediatrics, Division of General Pediatrics

**Matthew David Wooster, M.D.**, Department of Surgery, Division of Vascular Surgery

**From Research Assistant Professor to Research Associate Professor, Modified track**

**Caitlyn N. Meinzer, PhD**, Department of Public Health Sciences

**Zengdun Shi, M.D.**, Department of Medicine, Division of Gastroenterology

**Zhiwei Ye, PhD**, Department of Cell and Molecular Pharmacology

**Jie Zhang, PhD**, Department of Cell and Molecular Pharmacology

**From Clinical Assistant Professor to Clinical Associate Professor, Modified track**

**Anand Achanti, M.D.**, Department of Medicine, Division of Nephrology

**From Affiliate Assistant Professor to Affiliate Associate Professor**

**Vipin Verma, M.D.**, Department of Medicine, Division of General Internal Medicine (AnMed Anderson)

**Consent Agenda for Information**

Item 34. Foundation for Research Development Financial Report..... Michael Rusnak  
*Executive Director, Foundation for Research Development*





### Information Required for Sabbatical Leave Approval

Name:	Patty Coker-Bolt, PhD, OTR/L, FNAP, FAOTA
Faculty Rank:	Professor
Effective Dates of Requested Leave:	May 1, 2022 through Dec. 31, 2022

**Summary of Anticipated Work Scope:**

I was awarded a U.S. Fulbright Scholar award to Trinidad and Tobago and this sabbatical will allow me to fulfill the goals of this grant which involves a collaboration with the Master of Science in Occupational Therapy (MSOT) program at the University of the Southern Caribbean (USC). The aims of this U.S. Fulbright Scholar proposal are to 1) support graduate occupational therapy (OT) education in Trinidad, 2) expand community service-learning programs for students, and 3) mentor junior faculty in the MSOT program. USC has the only graduate OT program in the Caribbean approved by the World Federation of Occupational Therapy (WFOT). It is one of the main universities in the region where faculty from surrounding Caribbean, Central American, and South American educational programs can receive a graduate OT degree. For this reason, the MSOT program at USC plays a crucial role in increasing the quality of education in this under-served region of world.

**Description of Benefits Provided by the Sabbatical Leave:**

MUSC has had very few individuals awarded a U.S. Fulbright Scholar award; and as such, it would be highly coveted for the institution to have a faculty member mentor future junior faculty. It adds a level of prestige to MUSC while raising our global presence. Additional benefits include:

1. Support for the university's efforts of internationalization and inter-cultural learning – all of which connect with university goals of diversity, equity and inclusion.
2. Establish my international expertise in the field of a social justice; specifically the impact of culture, traditions, and value systems on the education of future therapy practitioners.
2. Foster mutual understanding between MUSC and USC and build long-lasting relationships which can be harnessed for future collaborations to benefit both faculty and students.

Years of Service at MUSC:	23	Months of Sabbatical Leave Previously Taken:	0
Months of Sabbatical Leave Available:	12	Months of Sabbatical Leave Requested:	8
Months of Salary Support Available:	12	Months of Salary Support Requested:	8

	Cost	Funding Source
Salary Support During Sabbatical:	\$35,429.66	College Health Prof
Fringe Benefits During Sabbatical:	\$12,248.03	College Health Prof
Annual Leave Accrued During Sabbatical:	\$2,908.64	College Health Prof
Sick Leave Accrued During Sabbatical:	\$0.00	
Additional Approved Support (Travel, Housing, etc.):	\$0.00	
<b>Total (Estimated) Cost of Sabbatical Leave:</b>	<b>\$50,586.33</b>	

*I agree to return to active service with MUSC at the end of the sabbatical leave period.*

Signature *Patty Coker-Bolt* Date: 7/08/2021  
 Approved: *M. L. Dean* Date: 07/08/2021  
 (Department Chair)

Provost Approval *Lisa K. Saladin* Date 7/9/21  
 Lisa K. Saladin, PT, Ph.D., FAOTA

# Medical University of South Carolina

## College Of Medicine

### ABBREVIATED CURRICULUM VITAE

Name: Marc Hassid, M.D.

Date: 5/26/2021

Citizenship and/or Visa Status:

Office Address: 167 Ashley Avenue Suite 912, MSC 912, Charleston, SC, 29425, USA Telephone: 843-792-2322

Education: (*Baccalaureate and above*)

<u>Year Earned</u>	<u>Institution</u>	<u>Degree</u>	<u>Field of Study</u>
2000	University of California at Davis	B.A.	Economics
2004	University of California at Davis	M.D.	Medicine

Graduate Medical Training: (*Chronological*)

<u>Internship</u>	<u>Place</u>	<u>Dates</u>
Internship: Transitional	Kern Medical Center, Bakersfield, CA	2004 - 2005

<u>Residencies or Postdoctoral</u>	<u>Place</u>	<u>Dates</u>
Residency: Anesthesiology	Washington University School of Medicine, St. Louis, MO	2005 - 2008
Fellowship: Pediatric Anesthesiology	St Louis Childrens Hospital	2008 - 2009

Board Certification:

ABA Board Certified - Anesthesiology	Date: 10/2009 - 12/2019
BLS	Date: 10/2011 - Present
ACLS	Date: 10/2011 - Present
PALS	Date: 10/2011 - Present
ABA Board Certified - Pediatric Anesthesiology	Date: 10/2013 - 12/2023

Licensure:

Missouri State Medical License - 2007601610	Date: 01/2011 - Present
South Carolina Medical License	Date: 06/2011 - Present

Faculty Appointments:

<u>Years</u>	<u>Rank</u>	<u>Institution</u>	<u>Department</u>
2009 - 2020	Assistant Professor	Medical University of South Carolina	Anesthesia and Perioperative Medicine
2020 - Present	Associate Professor	Medical University of South Carolina	Anesthesia and Perioperative Medicine

First Appointment to MUSC:

Rank: Assistant Professor

Date: 2009

Daniel P Judge, MD  
**Abbreviated Curriculum Vitae V1**  
 Professor  
 843-792-1659  
 judged@musc.edu

**Degrees**

1993 M.D., Medicine, University of Pennsylvania School of Medicine, Pennsylvania, United States  
 1988 B.A., Chemistry, College of the Holy Cross

**Post-Graduate Training**

Post-Doctorate, Johns Hopkins Hospital, Internship- Internal Medicine, September 1993, September 1994  
 Post-Doctorate, Johns Hopkins Hospital, Residency- Internal Medicine, September 1994, September 1996  
 Post-Doctorate, Johns Hopkins Hospital, Postdoctoral Fellowship in Cardiology- Subspecialization in Heart Failure and Transplant Cardiology, September 1996, September 2000  
 Post-Doctorate, Johns Hopkins Hospital- McKusick Nathans Institute of Genetic Medicine, Postdoctoral Fellowship- research and clinical training, concurrent with post-doctoral training in Cardiology, September 1998, September 2000

**Certifications**

American Board of Internal Medicine- Cardiovascular Disease, Effective Date: exp 2023  
 American Board of Internal Medicine- Advanced Heart Failure & Transplant Cardiology, Effective Date: exp 2024  
 American Board of Internal Medicine- #169503, Effective Date: 1996-2006

**Professional Licensures**

NPI- 1790726917  
 MD License- #D0050595

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Professor	Medical University of South Carolina	College of Medicine	Medicine	Cardiology	2017-09-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	Johns Hopkins University School of Medicine		Medicine		2000-09-01	
Associate Professor	Johns Hopkins University School of Medicine		Medicine	Cardiology	2008-09-01	2099-01-01
Visiting Associate Professor (Professor Associe)	Universite Paris V (Descartes), Paris, France				2010-09-01	
Adjunct Faculty	Perdana University Graduate School of Medicine, Kuala Lumpur, Malaysia				2011-09-01	

**Degrees**

2001 M.H.S., Clinical Trials, Duke University  
 1993 M.D., Medicine, University of Texas Southwestern Medical School  
 1989 B.A., Biology, Rice University

**Post-Graduate Training**

Fellowship, Duke University Medical Center, Hematology/Oncology, July 1997, June 2001  
 Internship, Barnes Hospital at Washington University, N/A, July 1993, June 1994  
 Residency, Barnes Hospital at Washington University, Internal Medicine , July 1994, June 1996

**Certifications**

American Board of Internal Medicine's (ABIM) , Type of Certification: Board Certification , Specialty: Medical Oncology Board , Certification Number: N/A, Effective Date: 2014, Expiration Date (if none, see note above): 2017

**Professional Licensures**

State of Missouri License, Month / Year Originally Conferred: January 1996, INACTIVE  
 State of Florida Medical License, Month / Year Originally Conferred: January 2018, State of Issue: Florida  
 State of Tennessee License, Month / Year Originally Conferred: PRESENT 2004, INACTIVE  
 State of North Carolina License., Month / Year Originally Conferred: January 1999, INACTIVE  
 State of Texas License, Month / Year Originally Conferred: January 1994, State of Issue: Texas, INACTIVE

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Professor	Medical University of South Carolina	College of Medicine	Medicine	Hematology/Oncology	2021-04-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
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Oleg Palygin  
**Abbreviated Curriculum Vitae V1**  
 Associate Professor  
 palygin@musc.edu

**Degrees**

2004                      Ph.D., Biophysics, Neurophysiology, Bogomoletz Institute of Physiology

1999                      M.S., Physics, Biomedical Electronics, Taras Shevchenko National University

1996                      B.S., Physics, Radio Physics and Electronics, Taras Shevchenko National University

**Post-Graduate Training**

Research Scientist, Institute of Physiology, 4 Bogomoletz St., Kyiv, Ukraine , Department of Cellular Membranology, Bogomoletz , January 2007, December 2008

Research Scientis, School of Life Sciences, University of Warwick , Gibbet Hill Road, Coventry, January 2008, December 2011

Project Appointment , Medical College of Wisconsin , Department Physiology, January 2011, December 2014

Post-Doctorate, University of Iowa, Department of Molecular Physiology and Biophysics , January 2005, December 2007

**Certifications**

No activities entered.

**Professional Licensures**

No activities entered.

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Associate Professor	Medical University of South Carolina	College of Medicine	Medicine	Nephrology	2021-07-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	Medical College of Wisconsin		Department Physiology		2014	
Assistant Professor	Medical College of Wisconsin		Neuroscience Research Center		2015	

Scott A. Sullivan, MD  
**Abbreviated Curriculum Vitae V1**  
 Professor  
 843-792-4500  
 sullivas@musc.edu

**Degrees**

2006 M.S.C.R., Clinical Research, Medical University of South Carolina, South Carolina, United States  
 1996 M.D., Medicine, University of Louisville School of Medicine, Kentucky, United States  
 1992 B.A., Biology, University of Louisville, Kentucky, United States

**Post-Graduate Training**

Post-Doctorate, Department of Obstetrics and Gynecology, Medical University of South Carolina, Fellow, Maternal Fetal Medicine, September 2003, September 2006  
 Post-Doctorate, Department of Obstetrics and Gynecology, University of Louisville School of Medicine, Internship, September 1996, September 1997  
 Post-Doctorate, Department of Obstetrics and Gynecology, University of Louisville School of Medicine, Residency, September 1997, September 2000

**Certifications**

Maternal Fetal Medicine, American Board of Obstetrics and Gynecology, Effective Date: 2008-Present  
 American Board of Obstetrics and Gynecology, Effective Date: 2002-Present

**Professional Licensures**

South Carolina  
 Mississippi  
 Kentucky

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Instructor	Medical University of South Carolina	College of Medicine	Obstetrics and Gynecology		2003-07-01	2006-06-30
Assistant Professor	Medical University of South Carolina	College of Medicine	Obstetrics and Gynecology	Maternal Fetal Medicine	2006-07-01	2011-06-30
Associate Professor	Medical University of South Carolina	College of Medicine	Obstetrics and Gynecology	Maternal Fetal Medicine	2011-07-01	2016-12-31
Professor	Medical University of South Carolina	College of Medicine	Obstetrics and Gynecology	Maternal Fetal Medicine	2017-01-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
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Ravikumar K Veeraswamy, MD  
 Abbreviated Curriculum Vitae V1  
 Professor  
 843-876-4855  
 veeraswa@musc.edu

## Degrees

1997 M.D., Medicine, Johns Hopkins University, Maryland, United States  
 1991 B.A., Johns Hopkins University, Maryland, United States

## Post-Graduate Training

Post-Doctorate, Washington University School of Medicine, St. Louis, MO, Howard Hughes Post-Doctoral Research Fellow, September 1999, September 2002

Post-Doctorate, Barnes-Jewish Hospital, St. Louis, MO, Resident, September 2002, September 2005

Post-Doctorate, Barnes-Jewish Hospital, St. Louis, MO, Resident, September 1998, September 1999

Post-Doctorate, Johns Hopkins Hospital, Intern, September 1997, September 1998

Post-Doctorate, Barnes-Jewish Hospital, St. Louis, MO, Fellow, September 2005, September 2006

## Certifications

American Board of Surgery, Vascular, Effective Date: 2008

American Board of Surgery, General Surgery, Effective Date: 2006

## Professional Licensures

Medical License, State of Missouri

Medical License, State of Maryland

Medical License, State of Georgia

## MUSC Rank and Promotion History

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Professor	Medical University of South Carolina	College of Medicine	Surgery	Vascular Surgery	2016-09-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Associate Professor	Atlanta Veterans Administration Medical Center		Surgery		2006-09-01	
Associate Professor	Emory University School of Medicine		Surgery		2006-09-01	2099-01-01



Shean J. Aujla, MD  
**Abbreviated Curriculum Vitae V1**  
 Clinical Associate Professor  
 843-876-1555  
 aujla@musc.edu

**Degrees**

2000 M.D., Medicine, Medical University of South Carolina, South Carolina, United States  
 1996 B.A., Biology, Smith College

**Post-Graduate Training**

Chief Year , Connecticut Children's Medical Center, University of Connecticut, Hartford, CT, Chief Resident- Pediatrics, September 2003, September 2004  
 Fellowship, Children's Hospital of Pittsburgh of UPMC, Pittsburgh, PA, Pediatric Pulmonology Fellowship, September 2004, September 2007  
 Residency, Connecticut Children's Medical Center, University of Connecticut, Hartford, CT, Pediatric Residency, September 2000, September 2003

**Certifications**

American Board of Pediatrics- Pediatric Pulmonology, Effective Date: 2008  
 Effective Date: 2003

**Professional Licensures**

Pennsylvania State Medical License

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Associate Professor	Medical University of South Carolina	College of Medicine	Pediatrics	Pediatric Pulmonary and Sleep Medicine	2015-12-30	2021-04-30
Clinical Associate Professor	Medical University of South Carolina	College of Medicine	Pediatrics	Pediatric Pulmonary and Sleep Medicine	2021-05-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Instructor	University of Pittsburgh School of Medicine		Pediatrics		2007-09-01	
Assistant Professor	University of Pittsburgh School of Medicine		Pediatrics		2008-09-01	2099-01-01

Chanita Ann Hughes-Halbert, PhD  
**Abbreviated Curriculum Vitae V1**  
 Adjunct Professor  
 843-876-2421  
 hughesha@musc.edu

## Degrees

1997                      Ph.D., Psychology, Howard University, Washington DC, Washington D.C., United States

1995                      M.S., Psychology, Howard University, Washington DC, Washington D.C., United States

1990                      B.A., Psychology, Hampton University

## Post-Graduate Training

Post-Doctorate, National Cancer Institute, Georgetown University Medical Center, Washington, DC, Postdoctoral Minority Supplement in Cancer Prevention and Control, September 1997, September 2000

Post-Doctorate, National Institute of Mental Health, Georgetown University Medical Center, Washington, DC, Pre-doctoral Minority Supplement, September 1995, September 1997

## Certifications

No activities entered.

## Professional Licensures

No activities entered.

## MUSC Rank and Promotion History

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Professor	Medical University of South Carolina	College of Medicine	Psychiatry and Behavioral Sciences		2012-01-01	2022-06-30
Professor	Medical University of South Carolina	College of Medicine	Public Health Sciences		2015-01-15	2024-06-30
Adjunct Professor	Medical University of South Carolina	College of Medicine	Psychiatry and Behavioral Sciences		2021-07-01	2022-06-30

## Non-MUSC Rank and Promotion History

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	Georgetown University Medical Center		Institute for Molecular and Human Genetics		1998-09-01	
Assistant Professor	Georgetown University Medical Center		Oncology		1999-09-01	
Assistant Professor	University of Pennsylvania School of Medicine		Psychiatry	Psychology	2001-09-01	
Associate Professor (with tenure)	University of Pennsylvania School of Medicine		Psychiatry	Psychology	2007-09-01	2099-01-01

Susan C. Harvey, MD  
**Abbreviated Curriculum Vitae V1**  
 Clinical Associate Professor  
 843-792-2322  
 harveys@musc.edu

**Degrees**

1988 M.D., Medicine, Medical University of South Carolina, South Carolina, United States  
 1984 B.S., Biology, University of Nevada, Las Vegas, Nevada, United States  
 1973 A.S., Nursing, Clayton Junior College

**Post-Graduate Training**

Post-Doctorate, Physician Leadership Academy, September 2006, September 2008  
 Post-Doctorate, Medical University of South Carolina Board of Trustee's Leadership Academy, September 2006, September 2007  
 Post-Doctorate, Board of Trustee's Leadership Academy, Fellow, September 2006, January 2009  
 Post-Doctorate, Physician Leadership Academy, September 2006, January 2009  
 Post-Doctorate, Medical University of South Carolina, Anesthesiology, September 1988, September 1992  
 Post-Doctorate, Executive Leadership in Academic Medicine (ELAM), Fellow, September 2008, September 2009

**Certifications**

Diplomate, National Board of Medical Examiners, Effective Date: Present  
 American Board of Anesthesiology - Pain Management, Effective Date: 1993-2003  
 American Board of Anesthesiology, Effective Date: April 1993 to Present  
 Advanced Cardiac Life Support Provider, Effective Date: 1979 to Present

**Professional Licensures**

South Carolina Medical License

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	Medical University of South Carolina	College of Medicine	Anesthesia and Perioperative Medicine		1992-07-01	1999-06-30
Associate Professor	Medical University of South Carolina	College of Medicine	Anesthesia and Perioperative Medicine		1999-07-01	2021-05-14
Associate Professor	Medical University of South Carolina	College of Medicine	Neurosurgery		2005-09-01	2015-06-30
Associate Professor	Medical University of South Carolina	College of Medicine	Neurosurgery		2015-07-01	2021-05-14
Clinical Associate Professor	Medical University of South Carolina	College of Medicine	Anesthesia and Perioperative Medicine		2021-05-15	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
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Daria Ilatovskaya, PhD  
**Abbreviated Curriculum Vitae V1**  
Assistant Professor  
843-792-4307  
ilatovskaya@musc.edu

## Degrees

2012 Ph.D., Cellular Biology, Institute of Cytology, Russian Academy of Sciences, Russia  
2009 M.S., Physics, St. Petersburg Polytechnic University, Russia  
2007 B.S., Physics, St. Petersburg Polytechnic University, Russia

## Post-Graduate Training

Post-Doctorate, Medical College of Wisconsin, Department of Physiology, April 2013, October 2015

## Certifications

No activities entered.

## Professional Licensures

No activities entered.

## MUSC Rank and Promotion History

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	Medical University of South Carolina	College of Medicine	Medicine	Nephrology	2017-12-01	2021-06-28
Assistant Professor	Medical University of South Carolina	College of Medicine	Regenerative Medicine and Cell Biology		2018-05-01	2021-06-28
Associate Professor	Medical University of South Carolina	College of Medicine	Medicine	Nephrology	2021-06-29	
Adjunct Associate Professor	Medical University of South Carolina	College of Medicine	Regenerative Medicine and Cell Biology		2021-07-01	2022-06-30

## Non-MUSC Rank and Promotion History

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Research Assistant Professor	Medical College of Wisconsin		Department of Physiology		2015-11-01	2099-01-01

Yukiko Sugi, PhD  
**Abbreviated Curriculum Vitae V1**  
 Research Associate Professor  
 843-792-6501  
 sugiy@musc.edu

**Degrees**

1986                      Ph.D., Anatomy and Cellular Biology, Saitama Medical School  
 1979                      M.S., Agricultural Science, Yamaguchi University  
 1977                      D.V.M., Veterinary Medicine, Yamaguchi University

**Post-Graduate Training**

Post-Doctorate, Medical College of Wisconsin , Cell Biology/Anatomy, January 1990, December 1993

**Certifications**

Japanese Board of Veterinary Medicine, Type of Certification: Board Certification , Certification Number: N/A, Effective Date: 2021

**Professional Licensures**

Japanese License for Veterinary Medicine , Month / Year Originally Conferred: Ongoing, 16400

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Visiting Assistant Professor	Medical University of South Carolina	College of Dental Medicine	Regenerative Medicine and Cell Biology		1993-04-01	2000-07-24
Visiting Assistant Professor	Medical University of South Carolina	College of Medicine	Regenerative Medicine and Cell Biology		1993-04-01	2000-07-24
Research Assistant Professor	Medical University of South Carolina	College of Medicine	Regenerative Medicine and Cell Biology		2000-07-24	2001-06-30
Research Assistant Professor	Medical University of South Carolina	College of Dental Medicine	Regenerative Medicine and Cell Biology		2000-07-24	2001-06-30
Research Associate Professor	Medical University of South Carolina	College of Dental Medicine	Regenerative Medicine and Cell Biology		2001-07-01	2021-06-30
Research Associate Professor	Medical University of South Carolina	College of Medicine	Regenerative Medicine and Cell Biology		2001-07-01	2021-06-30
Research Associate Professor	Medical University of South Carolina	College of Graduate Studies			2011-02-01	2021-06-30
Adjunct Associate Professor	Medical University of South Carolina	College of Medicine	Regenerative Medicine and Cell Biology		2021-07-01	2022-06-30

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Instructor	College of Medicine, Saitama Medical University				1980	1986
Assistant Professor	College of Medicine, Saitama Medical University				1986	1993
Adjunct Faculty	Mie University School of Medicine				2021	

Medical University of South Carolina  
 COLLEGE OF DENTAL MEDICINE  
 ABBREVIATED CURRICULUM VITAE

Date: 6/7/21

Name: Barry John Mark  
                                 
           **Last**                   **First**                   **Middle**

Citizenship and/or Visa Status: \_\_\_\_\_

Office Address: 1423 Madison Court Telephone: 843-637-0299  
                   Mount Pleasant, SC 29466

Education: (*Baccalaureate and above*)

<u>Institution</u>	<u>Years Attended</u>	<u>Degree/Date</u>	<u>Field of Study</u>
<u>Virginia Tech</u>	<u>1977-1981</u>	<u>BS</u>	<u>Biology / Chemistry</u>
<u>VCU School of Dentistry</u>	<u>1981-1985</u>	<u>DDS</u>	<u>Dentistry</u>
<u>The Citadel</u>	<u>1990-1992</u>	<u>MBA</u>	<u>Business</u>
_____	_____	_____	_____
_____	_____	_____	_____

Graduate Medical Training: (*Chronological*)

<u>Internship</u>	<u>Place</u>	<u>Dates</u>
<u>Advanced Clinical Program in Exodonita</u>	<u>NDC, Orlando, Florida</u>	<u>1992-1993</u>
_____	_____	_____
_____	_____	_____

<u>Residencies or Postdoctoral:</u>	<u>Place</u>	<u>Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Board Certification: \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ **Date:** \_\_\_\_\_

Licensure: SC Dental License **Date:** Present  
VA Dental License **Date:** Present  
 \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ **Date:** \_\_\_\_\_

Faculty appointments: (*Begin with initial appointment*)

<u>Years</u>	<u>Rank</u>	<u>Institution</u>	<u>Department</u>
<u>1993-1995</u>	<u>Instructor</u>	<u>MUSC</u>	<u>Stomatology</u>
<u>1995-1999</u>	<u>Assistant Professor</u>	<u>MUSC</u>	<u>Stomatology</u>
<u>1999-2005</u>	<u>Associate Professor</u>	<u>MUSC</u>	<u>Stomatology</u>
<u>2005-2017</u>	<u>Professor</u>	<u>MUSC</u>	<u>Stomatology</u>
<u>2017-2021</u>	<u>Professor</u>	<u>VCU School of Dentistry</u>	<u>General Practice</u>
_____	_____	_____	_____
_____	_____	_____	_____

First Appointment to MUSC: Rank \_\_\_\_\_ Date: \_\_\_\_\_





Gauri Dhir, MD  
**Abbreviated Curriculum Vitae V1**  
 Affiliate Associate Professor  
 dhirg@musc.edu

**Degrees**

1996 M.B.B.S., Medicine and Surgery, Govt. Medical College, Patiala, Punjab, India

**Post-Graduate Training**

Internship, Yale-Griffin Residency Program, Internal Medicine, June 2004, June 2005

Residency, Chief Resident - Thomas Jefferson University Hospitals- Torresdale Campus, Philadelphia, PA., Internal Medicine, July 2007, June 2008

Residency, Yale-Griffin Residency Program, Internal Medicine, July 2005, June 2007

**Certifications**

American Board of Internal Medicine, Type of Certification: Board Certification, Certification Number: N/A, Effective Date: 2007

American Board of Internal Medicine, Type of Certification: Board Certification, Specialty: Endocrinology Diabetes and Metabolism, Certification Number: N/A, Effective Date: 2012

**Professional Licensures**

Pennsylvania State License, Month / Year Originally Conferred: Ongoing, 433685

North Carolina Medical License, Month / Year Originally Conferred: Ongoing, 2017-01608

New Jersey State License, Month / Year Originally Conferred: Ongoing, 25MA09133100

Florida Medical License, Month / Year Originally Conferred: Ongoing, ME 125441

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Affiliate Associate Professor	Medical University of South Carolina	College of Medicine	Family Medicine		2021-07-01	2024-06-30

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	University Hospital, Rowan University – NJ				2012	2015
Assistant Professor	Malcom Randall North Florida /South Georgia Veterans' Health System – Gainesville, FL				2015	2017
Assistant Professor	University of Florida		Division of Endocrinology Diabetes and Metabolism,		2015	2017

**Degrees**

1993                      Ph.D., Neuropharmacology, Saint Louis University Health Sciences Center  
 1987                      B.A., Biology/Chemistry Highest Honors, Summa cum Laude, Southern Illinois University

**Post-Graduate Training**

Post-Doctorate, Duke University Medical Center , Neurobiology , January 1993, December 1998

**Certifications**

No activities entered.

**Professional Licensures**

No activities entered.

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Professor	Medical University of South Carolina	College of Medicine	Neuroscience		2021-07-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	UAB		Physiology and Biophysics		1998	2006
Associate Professor	UAB		Physiology		2006	2010
Professor	UAB		Physiology and Biophysics		2010	2012
Professor	Not Listed		Department of Cell, Developmental, and Integrative Biology		2012	

Oleg Palygin  
**Abbreviated Curriculum Vitae V1**  
 Associate Professor  
 palygin@musc.edu

**Degrees**

2004                      Ph.D., Biophysics, Neurophysiology, Bogomoletz Institute of Physiology

1999                      M.S., Physics, Biomedical Electronics, Taras Shevchenko National University

1996                      B.S., Physics, Radio Physics and Electronics, Taras Shevchenko National University

**Post-Graduate Training**

Research Scientist, Institute of Physiology, 4 Bogomoletz St., Kyiv, Ukraine , Department of Cellular Membranology, Bogomoletz , January 2007, December 2008

Research Scientis, School of Life Sciences, University of Warwick , Gibbet Hill Road, Coventry, January 2008, December 2011

Project Appointment , Medical College of Wisconsin , Department Physiology, January 2011, December 2014

Post-Doctorate, University of Iowa, Department of Molecular Physiology and Biophysics , January 2005, December 2007

**Certifications**

No activities entered.

**Professional Licensures**

No activities entered.

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Associate Professor	Medical University of South Carolina	College of Medicine	Medicine	Nephrology	2021-07-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	Medical College of Wisconsin		Department Physiology		2014	
Assistant Professor	Medical College of Wisconsin		Neuroscience Research Center		2015	

David Park, MD  
**Abbreviated Curriculum Vitae V1**  
Associate Professor  
parkda@musc.edu

**Degrees**

2007 M.D., Medicine, University of Illinois College of Medicine  
1999 M.S., University of California at Irvine  
1996 B.S., University of Wisconsin at Madison

**Post-Graduate Training**

Fellowship, Brigham and Women's Hospital , Hematopathology, July 2009, June 2010  
Residency, Brigham and Women's Hospital , Anatomic Pathology, July 2007, June 2009  
Residency, Brigham and Women's Hospital , Clinical Pathology, July 2010, June 2012

**Certifications**

American Board of Pathology , Type of Certification: Board Certification , Certification Number: N/A, Effective Date: 2012  
American Board of Pathology , Type of Certification: Board Certification , Specialty: Hematology , Certification Number: N/A, Effective Date: 2012

**Professional Licensures**

New York Medical License, Month / Year Originally Conferred: PRESENT 2012

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Associate Professor	Medical University of South Carolina	College of Medicine	Pathology and Laboratory Medicine		2021-08-02	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Assistant Professor	Columbia University Irving Medical Center				2017	

LalithKumar K Solai, MD  
**Abbreviated Curriculum Vitae V1**  
 Professor  
 solai@musc.edu

**Degrees**

1991 M.B.B.S., Medicine and Surgery, Kilpauk Medical College

**Post-Graduate Training**

Fellowship, John A. Hartford Center of Excellence- Western Psychiatric Institute and Clinic, Geriatric Psychiatry, March 2005, February 2006

Fellowship, University of Pittsburgh School of Medicine, Geriatric Psychiatry, October 1997, April 1998

Fellowship, University of Pittsburgh School of Medicine, Geriatric Psychiatry, October 1996, September 1997

Internship, Henry Ford Health System, Psychiatry, September 1992, September 1993

Residency, Henry Ford Health System, Psychiatry, September 1993, September 1996

**Certifications**

American Board of Psychiatry and Neurology, Type of Certification: Board Certification, Specialty: General Adult Psychiatry, Certification Number: n/a, Effective Date: 04-01-2018

American Board of Psychiatry and Neurology, Type of Certification: Board Certification, Specialty: Geriatric Psychiatry, Certification Number: n/a, Effective Date: 04-01-2018

**Professional Licensures**

Pennsylvania State Medical License- Training, Month / Year Originally Conferred: September 1997, Month/Year Expires: October 1998, Pennsylvania Medical Board, State of Issue: Pennsylvania, Number (if applicable): MT039642T

Pennsylvania State Medical License, Month / Year Originally Conferred: February 1997, Month/Year Expires: December 2022, Pennsylvania Medical Board, State of Issue: Pennsylvania, Number (if applicable): MD061121L

Michigan State Medical License, Month / Year Originally Conferred: March 1995, Month/Year Expires: January 1999, Michigan State Medical Board, State of Issue: Michigan, Number (if applicable): 4301060512

Michigan State Controlled Substance Certification, Month / Year Originally Conferred: January 1999, Month/Year Expires: January 1999, Michigan State Controlled Substance, State of Issue: Michigan, Number (if applicable): 5315106458

Federal DEA Registration, Month / Year Originally Conferred: February 2020, Month/Year Expires: February 2023, Federal DEA, State of Issue: Pennsylvania, Number (if applicable): BK4724250

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Professor	Medical University of South Carolina	College of Medicine	Psychiatry and Behavioral Sciences		2021-07-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Visiting Assistant Professor	University of Pittsburgh	Medicine	Psychiatry		05-01-1998	11-30-2000

Sophie Paczesny, MD, PhD  
**Abbreviated Curriculum Vitae V1**  
 Professor  
 843-792-1034  
 paczesns@musc.edu

**Degrees**

2004 Ph.D., Tumor Immunology, University of Paris, France  
 1999 M.S., Cell Therapy and Biology of Hematopoietic Cells, University of Paris, France  
 1995 M.D., Medicine, University of Strasbourg, France, France  
 1989 B.S., Mathematics and Life Sciences, Academy of Nancy-Metz, France, France

**Post-Graduate Training**

Post-Doctorate, University of Michigan Department of Pediatrics, Postdoctoral Research Fellow, September 2006, September 2000  
 Post-Doctorate, Baylor Institute for Immunology Research Dallas, Texas, Postdoctoral Research Fellow, September 2000, September 2003  
 Post-Doctorate, University of Paris VII France, Pediatric Hematology Oncology Fellow, September 1998, September 2000  
 Post-Doctorate, University of Paris VII France - Cell Therapy and Biology of Hematopoietic Cells, Postdoctoral Research Fellow, September 1998, September 1909  
 Post-Doctorate, Hospitals of Paris France, Pediatric Resident, September 1996, September 1998  
 Post-Doctorate, Hospitals of Paris France, Pediatric Intern, September 1995, September 1996

**Certifications**

No activities entered.

**Professional Licensures**

No activities entered.

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Professor	Medical University of South Carolina	College of Medicine	Pediatrics	Pediatric Hematology/Oncology	2020-07-01	
Professor	Medical University of South Carolina	College of Medicine	Microbiology and Immunology		2020-07-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Associate Professor	Melvin and Bren Simon Cancer Center		Pediatrics		2012-07-01	2015-06-30
Professor	Indiana University School of Medicine		Microbiology and Immunology		2015-07-01	2020-06-30
Professor	Indiana University School of Medicine		Pediatrics		2017-07-01	2020-06-30

Assistant Professor	University of Pittsburgh	Medicine	Psychiatry	12-01-2000	06-30-2015
Associate Professor	University of Pittsburgh	Medicine	Psychiatry	07-01-2015	05-31-2021
Professor	University of Pittsburgh		Psychiatry	06-01-2021	



Medical University of South Carolina  
COLLEGE OF HEALTH PROFESSIONS  
ABBREVIATED CURRICULUM VITAE

Date: May 25, 2021

Name: Boissonneault Gilbert Andre  
Last First Middle

Citizenship and/or Visa Status: \_\_\_\_\_

Office Address: 151 Rutledge Avenue, MSC 962 Telephone: 859-492-2860  
Charleston, SC 29425-9620

Education: (*Baccalaureate and above*)

<u>Institution</u>	<u>Years Attended</u>	<u>Degree/Date</u>	<u>Field of Study</u>
<u>Michigan State University</u>	<u>1973-1977</u>	<u>BS, 1977</u>	<u>Nutritional Sciences</u>
<u>University of Illinois</u>	<u>1978-1982</u>	<u>PhD, 1982</u>	<u>Nutritional Sciences</u>
<u>University of Kentucky</u>	<u>1994-1996</u>	<u>MSLS, 1996</u>	<u>Library Sciences</u>
<u>University of Kentucky</u>	<u>1998-2001</u>	<u>BHS, 2001</u>	<u>Physician Assistant Studies</u>
_____	_____	_____	_____
_____	_____	_____	_____

Graduate Medical Training: (*Chronological*)

<u>Internship</u>	<u>Place</u>	<u>Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Residencies or Postdoctoral:

<u>Place</u>	<u>Dates</u>
<u>US Peace Corps volunteer, Ratchabury Province, Thailand</u>	<u>1977-1978</u>
<u>Postdoctoral trainee, the Jackson Laboratory, Bar Harbor, ME</u>	<u>1982-1984</u>
<u>Postdoctoral trainee, the University of Wisconsin, Madison, WI</u>	<u>1984-1985</u>
_____	_____

<u>Board Certification:</u>	<u>Date:</u>
_____	_____
_____	_____
<u>Physician Assistant, Kentucky</u>	<u>Date: 2001-2012</u>
<u>Physician Assistant, South Carolina</u>	<u>Date: 2016-present</u>

Faculty appointments: (*Begin with initial appointment*)

<u>Years</u>	<u>Rank</u>	<u>Institution</u>	<u>Department</u>
<u>1986-1991</u>	<u>Assistant Professor</u>	<u>University of Kentucky</u>	<u>Clinical Nutrition</u>
<u>1991-1995</u>	<u>Associate Professor</u>	<u>University of Kentucky</u>	<u>Clinical Nutrition</u>
<u>1995-2011</u>	<u>Professor</u>	<u>University of Kentucky</u>	<u>Clinical Nutrition, Physician Assistant Studies</u>
<u>2012-present</u>	<u>Professor</u>	<u>Medical University of South Carolina</u>	<u>Physician Assistant Studies</u>
_____	_____	_____	_____
_____	_____	_____	_____

First Appointment to MUSC: Rank Professor Date: January 1, 2012





Medical University of South Carolina  
COLLEGE OF HEALTH PROFESSIONS  
ABBREVIATED CURRICULUM VITAE

Date: 05/25/21

Name: Brown Debora Drane  
Last First Middle

Citizenship and/or Visa Status: US Citizen

Office Address: 151 B Rutledge Ave Room 305 Telephone: 843-792-3939  
Charleston, SC 29425

Education: (*Baccalaureate and above*)

<u>Institution</u>	<u>Years Attended</u>	<u>Degree/Date</u>	<u>Field of Study</u>
<u>Saint Andrews Presbyterian Col;ege</u>	<u>1982-86</u>	<u>BS 5/86</u>	<u>Biology</u>
<u>Emory University</u>	<u>1986-89</u>	<u>Masters 5/89</u>	<u>Physical Therapy</u>
<u>MUSC</u>	<u>2007-08</u>	<u>Doctorate</u>	<u>Physical Therapy</u>
<u> </u>	<u> </u>	<u>5/08</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Graduate Medical Training: (*Chronological*)

<u>Internship</u>	<u>Place</u>	<u>Dates</u>
<u>Emory Hospital for acute care, pediatrics and pulmonary training</u>	<u> </u>	<u>1988-89</u>
<u>Frye Regional Medical Center for rehabilitation</u>	<u> </u>	<u>1989</u>
<u> </u>	<u> </u>	<u> </u>

<u>Residencies or Postdoctoral:</u>	<u>Place</u>	<u>Dates</u>
<u>NA</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Board Certification: Manual Therapy Certified Date: 1997-2010

Licensure: PT Licensure # 1515, SC State Board of PT EXaminers Date: 1989- present  
Date:  

Faculty appointments: (*Begin with initial appointment*)

<u>Years</u>	<u>Rank</u>	<u>Institution</u>	<u>Department</u>
<u>1989-1991</u>	<u>Staff PT</u>	<u>MUSC Hospital</u>	<u>Physical Therapy</u>
<u>1991-2001</u>	<u>Team Leader</u>	<u>MUSC Hospital</u>	<u>Physical THerapy</u>
<u>2001-2012</u>	<u>Assistant Professor</u>	<u>MUSC University</u>	<u>Rehabilitation Sciences</u>
<u>2012-2018</u>	<u>Associate Professor</u>	<u>MUSC University</u>	<u>Rehabilitation Sciences</u>
<u>2018-present</u>	<u>Professor</u>	<u>MUSC University</u>	<u>Rehabilitation Sciences</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

First Appointment to MUSC: Rank Assistant Professor Date: August 2001

Jane M. Charles, MD  
**Abbreviated Curriculum Vitae V1**

Professor

843-876-1511

charlesj@musc.edu

**Degrees**

1988 M.D., Medicine, Medical University of South Carolina, South Carolina, United States

1978 B.S., Biology, College of Charleston, South Carolina, United States

**Post-Graduate Training**

Post-Doctorate, Medical University of South Carolina, Internship, September 1988, September 1989

Post-Doctorate, Medical University of South Carolina, Residency, September 1989, September 1991

Post-Doctorate, Medical University of South Carolina, Fellowship, September 1992, September 1994

**Certifications**

Developmental/Behavioral Pediatrics, Effective Date: 2002

American Board of Pediatrics, Effective Date: 1991, 1998

**Professional Licensures**

SC Medical License 14491

**MUSC Rank and Promotion History**

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Clinical Instructor	Medical University of South Carolina	College of Medicine	Pediatrics	Neonatology	1991-07-25	1994-01-31
Instructor	Medical University of South Carolina	College of Medicine	Pediatrics	Development Neurogenetics	1994-02-01	1995-06-30
Assistant Professor	Medical University of South Carolina	College of Medicine	Pediatrics	Pediatric Genetics	1995-07-01	2004-06-30
Associate Professor	Medical University of South Carolina	College of Medicine	Pediatrics	Developmental-Behavioral Pediatrics	2004-07-01	2012-06-30
Professor	Medical University of South Carolina	College of Graduate Studies			2008-08-21	
Professor	Medical University of South Carolina	College of Medicine	Pediatrics	Developmental-Behavioral Pediatrics	2012-07-01	2021-06-30
Professor	Medical University of South Carolina	College of Medicine	Pediatrics	Developmental-Behavioral Pediatrics	2021-07-01	

**Non-MUSC Rank and Promotion History**

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
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Medical University of South Carolina  
COLLEGE OF HEALTH PROFESSIONS  
ABBREVIATED CURRICULUM VITAE

Date: 06.28.21

Name: Montgomery Lisa P  
Last First Middle

Citizenship and/or Visa Status: USA

Office Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Education: (*Baccalaureate and above*)

<u>Institution</u>	<u>Years Attended</u>	<u>Degree/Date</u>	<u>Field of Study</u>
MUSC		MHA 1993	Health Administration
Presbyterian College		BS 1982	Economics & Business Admin
_____	_____	_____	_____
_____	_____	_____	_____

Graduate Medical Training: (*Chronological*)

<u>Internship</u>	<u>Place</u>	<u>Dates</u>
_____	_____	_____
_____	_____	_____

<u>Residencies or Postdoctoral:</u>	<u>Place</u>	<u>Dates</u>
_____	_____	_____
_____	_____	_____

Board Certification: \_\_\_\_\_ Date: \_\_\_\_\_  
 Licensure: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

Faculty appointments: (*Begin with initial appointment*)

<u>Years</u>	<u>Rank</u>	<u>Institution</u>	<u>Department</u>
1998-2021	Instructor	College of Health Professions	Health Studies Dept.
_____	_____	_____	_____
_____	_____	_____	_____

First Appointment to MUSC: Rank Instructor Date: 09-21-1998

## Degrees

2005	Ph.D., Nursing, Medical University of South Carolina, South Carolina, United States
1981	M.S.N., Nursing, Boston College, Massachusetts, United States
1975	B.S., Nursing, State University of NY at Stony Brook, New York, United States

## Post-Graduate Training

No activities entered.

## Certifications

No activities entered.

## Professional Licensures

RN, Month / Year Originally Conferred: December 1999, Month/Year Expires: April 2022, South Carolina Board of Nursing, State of Issue: South Carolina, Number (if applicable): 76930, Type: Active

## MUSC Rank and Promotion History

Faculty Rank	Institution	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
Clinical Instructor	Medical University of South Carolina	College of Nursing	Office of Research		1999-02-01	1999-05-19
Instructor	Medical University of South Carolina	College of Nursing	Office of Research		1999-05-20	2005-08-31
Research Assistant Professor	Medical University of South Carolina	College of Nursing	Office of Research		2005-09-01	2007-12-02
Professor	Medical University of South Carolina	College of Graduate Studies			2006-03-26	
Associate Professor	Medical University of South Carolina	College of Nursing	Office of Research		2008-01-01	2014-06-30
Professor	Medical University of South Carolina	College of Nursing	Department of Nursing		2014-07-01	
Professor	Medical University of South Carolina	College of Medicine	Public Health Sciences		2015-01-15	

## Non-MUSC Rank and Promotion History

Faculty Rank	Institution/Organization	College	Department	Division	Effective Start Date of Rank	Effective End Date of Rank
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# Medical University of South Carolina

## College Of Medicine

### ABBREVIATED CURRICULUM VITAE

Name: Paul R. Lambert, M.D.

Date: 6/3/2021

Citizenship and/or Visa Status:

Office Address: 135 Rutledge Avenue, MSC 550 , Charleston, SC, 29425, USA Telephone:

Education: (*Baccalaureate and above*)

<u>Year Earned</u>	<u>Institution</u>	<u>Degree</u>	<u>Field of Study</u>
1972	Duke University	B.A.	Chemistry
1975	Duke University	M.D.	Medicine

Graduate Medical Training:(*Chronological*)

Board Certification:

American Board of Otolaryngology-Head and Neck Surgery	Date: 1981
Certification American Board of Otolaryngology "Head & Neck Surgery (Neurotology) " Neurotology Subspecialty	Date: 2004
Recertification American Board of Otolaryngology "Head & Neck Surgery (Neurotology) " Neurotology Subspecialty	Date: 2012

Licensure:

South Carolina, Number: 21366  
California, Number: G036704  
Virginia, Number: 0101-034719

Faculty Appointments:

<u>Years</u>	<u>Rank</u>	<u>Institution</u>	<u>Department</u>
1982 - 1984	Assistant Professor	University of Virginia	Otolaryngology - Head and Neck Surgery
1985 - 1991	Associate Professor	University of Virginia	Otolaryngology - Head and Neck Surgery
1991 - 1999	Professor	University of Virginia	Otolaryngology - Head and Neck Surgery
1999 - Present	Professor	Medical University of South Carolina	Otolaryngology - Head and Neck Surgery

First Appointment to MUSC:

Rank: Professor

Date: 1999

# MUSC Foundation for Research Development

## Statements of Financial Position

	<u>5/31/2021</u>	<u>5/31/2020</u>
Assets		
Cash and cash equivalents	\$326,080	\$526,734
Cash and cash equivalents - held for others	\$777,403	\$767,963
Accounts receivable - Licensees, net of allowance	\$218,938	\$160,957
Accounts receivable - MUSC & affiliates	\$493,139	\$352,394
Prepaid expenses	\$38,312	\$32,891
Investments	\$414,818	\$397,405
Investments - illiquid	\$84,881	\$84,881
Property and equipment, net	\$21,882	\$32,550
Total Assets	<u>\$2,375,453</u>	<u>\$2,355,774</u>
Liabilities and Net Assets		
Liabilities		
Accounts payable	\$83,664	\$49,602
Accounts payable - MUSC	\$355,132	\$227,944
Lease payable	\$5,683	\$7,105
Due to MUSCP (UMA) - accrued personnel expenses	\$147,796	\$192,145
Unearned revenue and deposits	\$20,000	\$21,037
Funds held for others	\$777,403	\$767,963
Total Liabilities	<u>\$1,389,679</u>	<u>\$1,265,796</u>
Net Assets		
Unrestricted	\$911,912	\$1,037,742
Board designated for technology development	\$73,862	\$52,236
Total Net Assets	<u>\$985,774</u>	<u>\$1,089,978</u>
Total Liabilities and Net Assets	<u>\$2,375,453</u>	<u>\$2,355,774</u>

**MUSC Foundation for Research Development**

**Income Statement**

Eleven Months Ended May 31, 2021

	Period ended 5/31/2021			FY21 Budget
	Actual	Budget	Variance	
<b>Revenues</b>				
Support from MUSC Office of Provost	\$1,283,333	\$1,283,333	\$0	\$1,400,000
Royalties and license fees	\$933,782	\$735,000	\$198,782	\$995,000
Distributions to MUSC, inventors, departments and labs	(\$593,397)	(\$514,500)	(\$78,897)	(\$696,500)
Royalties and license fees, net of distributions	\$340,386	\$220,500	\$119,886	\$298,500
Investment income	\$12,997	\$20,533	(\$7,536)	\$22,400
Miscellaneous income	\$15,227	\$18,333	(\$3,107)	\$20,000
<b>Total Revenues</b>	<b>\$1,651,942</b>	<b>\$1,542,700</b>	<b>\$109,242</b>	<b>\$1,740,900</b>
<b>Expenses</b>				
Personnel	\$1,203,816	\$1,239,000	\$35,184	\$1,339,964
Patent prosecution	\$318,689	\$337,929	\$19,240	\$368,650
Professional fees	\$29,300	\$30,000	\$700	\$30,000
Administrative expenses				
IT maintenance - software and hardware	\$19,405	\$19,708	\$303	\$21,500
Telecommunication	\$4,843	\$5,500	\$657	\$6,000
Travel - Non-employee	\$876	\$7,792	\$6,915	\$8,500
Travel - Employee	\$0	\$11,000	\$11,000	\$12,000
Professional development-conferences & continuing education	\$3,067	\$9,167	\$6,099	\$10,000
Office supplies, support and equipment	\$5,137	\$16,500	\$11,363	\$18,000
Real property rental	\$58,650	\$56,833	(\$1,817)	\$62,000
Lease payments	\$3,791	\$4,125	\$334	\$4,500
Insurance	\$14,680	\$14,300	(\$380)	\$15,600
Dues, memberships, subscriptions and sponsorships	\$11,137	\$11,458	\$321	\$12,500
Special activities	\$2,081	\$9,442	\$7,361	\$10,300
Depreciation expense	\$9,661	\$9,717	\$55	\$10,600
<b>Total Administrative expenses</b>	<b>\$133,330</b>	<b>\$175,542</b>	<b>\$42,212</b>	<b>\$191,500</b>
Other expenses - program services (non-FRD)	\$17,264	\$0	(\$17,264)	\$0
<b>Total Expenses</b>	<b>\$1,702,400</b>	<b>\$1,782,471</b>	<b>\$80,071</b>	<b>\$1,930,114</b>
<b>NET SURPLUS/(DEFICIT)</b>	<b>(\$50,458)</b>	<b>(\$239,771)</b>	<b>\$189,313</b>	<b>(\$189,214)</b>