



**Board Meeting Agenda**  
**February 28, 2022 at 6:30 p.m.**

<b>In Person</b>	Irrigon Library 490 NE Main Ave, Irrigon, OR 97844
<b>Zoom</b>	<a href="https://us06web.zoom.us/j/84278513483?pwd=cXcrb2Iva2dFR3lVRS9lYkRQam1KQT09">https://us06web.zoom.us/j/84278513483?pwd=cXcrb2Iva2dFR3lVRS9lYkRQam1KQT09</a> Meeting ID: 842 7851 3483 Passcode: 856441

**1. Call to Order**

**2. Public Comments**

Maximum of 3 minutes per person/topic. Multiple items on the same topic need to be combined through one speaker. A maximum of 30 minutes may be allotted for public comment.

**3. Approval of Meeting Minutes**

A. January 31, 2022 – Regular Session

**4. Promise of Excellence Review – John Murray**

**5. Chief of Staff Report – Dr. Ed Berretta**

**6. CEO Report – Emily Roberts**

**7. CNO Report – Kathleen Greenup, RN**

**8. HR Director Report – Patti Allstott**

**9. Financial Report – Nicole Mahoney**

**10. New Business**

- A. Community Benefit Request
- B. Murray’s Pharmacy Service Contract
- C. Rocky Mountain Physical Therapy Services Contract
- D. Retirement Plan Restatement
- E. Streamline

**11. Old Business**

**12. Executive Session**

A. ORS 192.660(2)(f) To consider information or records that are exempt from public inspection.

**13. Adjourn**



# MORROW COUNTY HEALTH DISTRICT

Excellence in Healthcare

## Board of Directors Meeting Minutes

Meeting Information		Committee Members	
<b>Meeting Date/Time:</b>	January 31, 2022 @ 6:30 p.m.	<b>Board Members:</b>	John Murray, Carri Grieb, Aaron Palmquist, Diane Kilkenny, Marie Shimer (Zoom)
<b>Location</b>	Pioneer Memorial Clinic 130 Thompson Ave Heppner, OR 97836	<b>Guests:</b>	<b>Staff Members:</b> Emily Roberts, Nicole Mahoney, Danielle Mateleska (Zoom), Sam Van Laer (Zoom), Patti Allstott, Todd Schmidt (Zoom), Karma Ezell (Zoom), Josh Sirucek <b>Guests:</b> None <b>Press:</b> April Sykes
<b>Video Dial In:</b>	Zoom	<b>Leader:</b>	John Murray, Board Chairman <b>Recorder:</b> Jodi Ferguson

**Vision:**

Be the first choice for quality, compassionate care and lead the way in promoting wellness and improving health in Morrow County

**Mission:**

Working together to provide excellence in healthcare

**Values:**

Integrity, Compassion, Quality, Respect, Teamwork, Financial Responsibility

Agenda Item	Notes/Minutes
<b>1. Call to Order</b>	<ul style="list-style-type: none"> <li>Chairman John Murray called the meeting to order at 6:30 p.m.</li> </ul>
<b>2. Public Comments</b>	<ul style="list-style-type: none"> <li>None.</li> </ul>
<b>3. Approval of Minutes</b>	<p><b>MOTION: Carri Grieb moved to approve the minutes for the November 29, 2021 regular meeting and January 2, 2022 special session meeting minutes as presented. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</b></p>
<b>4. Promise of Excellence Review</b>	<ul style="list-style-type: none"> <li>John Murray reviewed some of the topics of the District's Promise of Excellence.</li> </ul>
<b>5. Medical Staff Report</b>	<ul style="list-style-type: none"> <li>Emily read Dr. Berretta's report (see board packet).</li> </ul>
<b>6. CEO Report</b>	<ul style="list-style-type: none"> <li>CEO report was presented by Emily Roberts (see board packet).</li> </ul>
<b>7. CNO Report</b>	<ul style="list-style-type: none"> <li>CNO report by Kathleen Greenup is included in the board packet.</li> </ul>
<b>8. HR Director Report</b>	<ul style="list-style-type: none"> <li>HR Director Report was presented by Patti Allstott (see board packet).</li> </ul>
<b>9. Financial Report</b>	<ul style="list-style-type: none"> <li>Financials for December were presented by Nicole Mahoney. The district had a \$67,755 loss for the month.</li> </ul>
<b>10. New Business</b>	

A. Pipeline Pharmacy Agreement	<ul style="list-style-type: none"> <li>Emily presented a new service agreement with Pipeline Pharmacy. <b>MOTION: Aaron Palmquist moved to approve the service agreement with Pipeline Pharmacy. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.</b></li> </ul>
B. Nurse Practitioner Service Agreement	<ul style="list-style-type: none"> <li>Emily presented Nurse Practitioner Service Agreements for Vicki Kent, ARNP for Irrigon Medical Clinic for approval. <b>MOTION: Aaron Palmquist moved to approve the service agreements for Vicki Kent, ARNP and to allow Emily Roberts to negotiate the agreement on behalf of MCHD. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</b></li> </ul>
C. Board Designate Funds	<ul style="list-style-type: none"> <li>Nicole asked the board if they would like to keep the board designated funds at 10% of the bottom line. <b>MOTION: Carri Grieb moved to continue with the 10% designation for board funds as discussed. Aaron Palmquist seconded the motion. The motion passed unanimously by all board members present.</b></li> </ul>
D. Behavioral Health Consultant Position at Pioneer Memorial Clinic	<ul style="list-style-type: none"> <li>Emily presented a behavioral health chart and is requesting that we open up our recruitment efforts to include Doctors of Psychology along with Licensed Clinical Social Workers. <b>MOTION: Aaron Palmquist moved to allow the recruitment of Psychologist. Carri Grieb seconded the motion. The motion passed unanimously by all board members present.</b></li> </ul>
E. Physician Compensation	<ul style="list-style-type: none"> <li>Emily presented new hourly rates for physicians working in clinic to be used for all new and existing 3-year physician agreements. This increase in wages is necessary to be competitive when recruiting. <b>MOTION: Aaron Palmquist moved to approve the new rates. Diane Kilkenny seconded the motion. The motion passed unanimously by all board members present.</b></li> </ul>
F. Physician Patient Load	<ul style="list-style-type: none"> <li>Aaron is interested in Dr. Berretta's opinion about the ideal patient load / volume. Emily will bring additional information to the next meeting.</li> </ul>
G. Board Packets and Financials on Website	<ul style="list-style-type: none"> <li>The board would like to see the board packet and financials on the website. This information will be loaded to the website with a brief explanation about the District's financials.</li> </ul>
<b>11. Old Business</b>	
<ul style="list-style-type: none"> <li>None.</li> </ul>	
<p><b>12. Adjourn</b></p> <p>With no further business to come before the board, the meeting adjourned at 7:35 p.m.</p> <p>Minutes taken and submitted by Jodi Ferguson.</p> <p>Approved _____</p>	

## Emily Roberts

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**From:** Edward Berretta  
**Sent:** Monday, February 28, 2022 10:10 AM  
**To:** Emily Roberts  
**Subject:** Board Meeting

Hi Emily,

The following is a very brief commentary for the Board Meeting if you choose to use it or not.

Good Evening, and thank you for your service.

My perception of our current situation is that we are either at, or rapidly advancing toward an inflection point, or watershed moment.

Depending on how certain situations come down and events play out they could determine, at least for the near term,

the destiny of the Health District. As such it behooves all of us to be vigilant and focused. I am optimistic!

So fasten your safety belts and stay tuned. Thank You Dr.Ed

February 28, 2022

**To:** Morrow County Health District Board of Directors

**From:** Emily Roberts, CEO

**Re:** CEO Board Report

**Electronic Medical Record:**

- The District is continuing its search for a new electronic medical record. The three EMRs under consideration are:
  - Epic via OCHIN
  - Thrive (CPSI)
  - Meditech
- OCHIN is finalizing scoping and pricing.

**Service Excellence Initiative**

- The District's Service Excellence Advisor teams are currently facilitating service excellence workshops for all District employees.
- Workshops are scheduled through March 8, 2022. After this date, workshops will be available to view in the District's online learning management system.

**Provider Recruitment:**

- The District has open searches for permanent candidates with Merritt Hawkins, Pacific Companies, and Healthcare Recruitment Link.
- The District is currently recruiting for the following provider positions:
  - Irrigon Medical Clinic:
    - 1 Family Practice Physician (MD/DO)
      - Currently 1 DO candidate with second interview scheduled in February.
      - Currently 1 MD candidate with a Zoom interview scheduled in March.
    - 1 Advanced Practice Provider (PA/NP)
  - Pioneer Memorial Clinic:
    - 1 Family Practice Physician (MD/DO)
      - Currently 1 MD candidate under consideration.
    - 1 Advanced Practice Provider (PA/NP)
      - Currently 1 PA candidate under consideration.



February 28, 2022

To: Morrow County Health District Board of Directors

From: Kathleen Greenup, RN, CNO

RE: CNO Board Report

**Pioneer Memorial Hospital Report:**

- The District has remained compliant with staffing plans at the hospital level.
- Oregon Health Authority has granted the District 4 contract RNs – all oriented and working full time. PMH staff are happy to have the RN assistance and the OHA RNs are thankful to be in our, “wonderful town.”
- Three full-time RNs have been hired. The District is continuing to recruit for additional full and/or part-time RN hires.

**COVID Updates:**

- The District has adequate PPE and testing supplies at all locations.
- The District continues to be able to offer community members inpatient and outpatient treatment options for COVID. There are ample doses available to continue all treatment options.

**Quality Performance Improvement Projects:**

- New quality measures for 2022 are underway.

**Pioneer Memorial Clinic Report:**

- PMC is fully staffed and is looking forward to the Clinic Director starting in early April.
- Dr. Sirucek began seeing patients via remote telehealth and feedback was well received.



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 Toll Free: 1-800-737-4113  
[www.morrowcountyhealthdistrict.org](http://www.morrowcountyhealthdistrict.org)

Please be advised that the attached interim financial statements are unaudited and subject to change. The amounts reported on an interim basis may not include all cost report settlements, final audit adjustments, or unearned income, such as COVID provider relief funding. The audited financial statements will be posted to the Morrow County Health District website upon completion.

If you have any questions related to these documents, please contact Nicole Mahoney, Chief Financial Officer, at 541-676-2925.

<b>Pioneer Memorial Hospital &amp; Nursing Facility</b>	<b>Pioneer Memorial Home Health &amp; Hospice</b>	<b>Pioneer Memorial Clinic</b>	<b>Irrigon Medical Clinic</b>	<b>Ione Community Clinic</b>	<b>Morrow County Ambulance</b>
P – (541) 676-9133	P – (541) 676-2946	P – (541) 676-5504	P – (541) 922-5880	P – (541) 422-7128	P – (541) 676-9133
F – (541) 676-2901	F – (541) 676-9017	F – (541) 676-9025	F – (541) 922-5881	F – (541) 422-7145	F – (541) 676-2901
TDD – (541) 676-2908					

12:39

## Profit &amp; Loss Statement

Application Code : GL

User Login Name:mahoneni

Through January 2022

Current Month	Last Month	Dollar Variance		Current Year to Date	Budget Year to Date	Dollar Variance
PATIENT SERVICES REVENUE						
77,803	62,218	15,585	Hospital Inpatient Revenue	467,993	657,649	-189,656
65,531	54,175	11,356	Inpatient Ancillary Revenue	396,708	478,281	-81,573
830,178	781,430	48,748	Outpatient Revenue	5,256,678	5,330,616	-73,937
243,321	193,412	49,908	Clinic Revenue	1,517,360	2,844,850	-1,327,491
67,884	74,458	-6,574	Home Health/Hospice Revenue	678,519	669,681	8,838
1,284,717	1,165,693	119,024	Gross Patient Revenue	8,317,258	9,981,077	-1,663,820
LESS DEDUCTIONS FROM REVENUE						
35,473	8,840	26,634	Provision for Bad Debts	77,552	0	77,552
81,269	59,214	22,055	Contractual & Other Adjustment	759,807	825,188	-65,381
116,742	68,054	48,689	Total Revenue Deductions	837,359	825,188	12,171
1,167,974	1,097,639	70,335	NET PATIENT REVENUE	7,479,899	9,155,889	-1,675,991
218,296	218,296	0	Tax Revenue	1,466,314	1,383,415	82,899
2,967	6,774	-3,806	Other Operating Revenue	58,355	225,362	-167,006
1,389,238	1,322,709	66,529	TOTAL OPERATING REVENUE	9,004,568	10,764,666	-1,760,098
OPERATING EXPENSES						
863,724	771,768	91,955	Salaries & Wages	5,264,320	5,841,700	-577,381
270,086	245,480	24,607	Employee Benefits & Taxes	1,707,162	2,154,233	-447,071
106,938	68,322	38,616	Professional Fees	737,516	488,465	249,051
111,321	105,622	5,699	Supplies & Minor Equipment	776,536	817,605	-41,069
5,289	4,431	859	Education	39,072	109,993	-70,921
3,694	17,130	-13,436	Repairs & Maintenance	68,488	96,083	-27,596
36,486	8,595	27,890	Recruitment & Advertising	114,361	106,270	8,091
94,364	77,993	16,371	Purchased Services	602,307	528,676	73,631
56,594	57,192	-598	Depreciation	408,492	471,778	-63,286
18,847	19,939	-1,093	Utilities, Phone & Propane	121,374	110,788	10,586
8,083	14,046	-5,963	Insurance	72,035	78,551	-6,516
2,890	4,361	-1,471	Taxes & Licenses	17,584	15,411	2,173
6,938	6,633	305	Interest	49,615	47,928	1,687
2,631	2,370	261	Dues & Subscriptions	21,079	31,180	-10,100
9,662	12,045	-2,383	Travel	77,690	91,178	-13,488
16,888	15,070	1,818	Other Expenses	109,652	92,855	16,797
1,614,433	1,430,996	183,437	Total Operating Expenses	10,187,282	11,082,694	-895,412
-225,195	-108,287	-116,908	GAIN/LOSS FROM OPERATIONS	-1,182,714	-318,028	-864,686
328,955	40,532	288,423	NON-OPERATING NET GAIN/LOSS	584,695	418,639	166,056
103,760	-67,755	171,515	GAIN/LOSS	-598,019	100,611	-698,630



January 2022

Description	Current Year
<b>Assets</b>	
<b>Current Assets</b>	
Cash & Investments	7,421,423
A/R Hospital, Swing, Clinic	2,140,230
A/R Home Health & Hospice	231,728
Gross Patient Receivables	2,371,958
Less: Clearing Accounts	0
Less: Allow for Contractual	124,053
Less: Allow for Uncollectible	270,503
	-----
Net Patient Accounts Receivabl	1,977,402
Employee Advances	1,086
Employee Purchases Receivable	794
Receivable 340B SunRx	46,888
Taxes Receivable - Prior Year	28,615
Taxes Receivable - Current Yr	-1,006,833
Other Receivable	6,143
Grants Receivable	0
MC/MD Receivable	559,796
Assisted Living Receivable	11,638
	-----
Other Receivable Total	0
Inventory and Prepaid	551,722
	-----
Total Current Assets	9,598,675
<b>Long Term Assets</b>	
Land	135,701
Land Improvements	301,596
Building & Improvements	5,852,175
Equipment	7,814,544
Amortizable Loan Costs	0
Construction in Progress	153,047
Less: Accum Depreciation	9,593,539
	-----
Total Long Term Assets	4,663,523
	-----
Total Assets	14,262,198
	=====

UNAUDITED-SUBJECT TO CHANGE

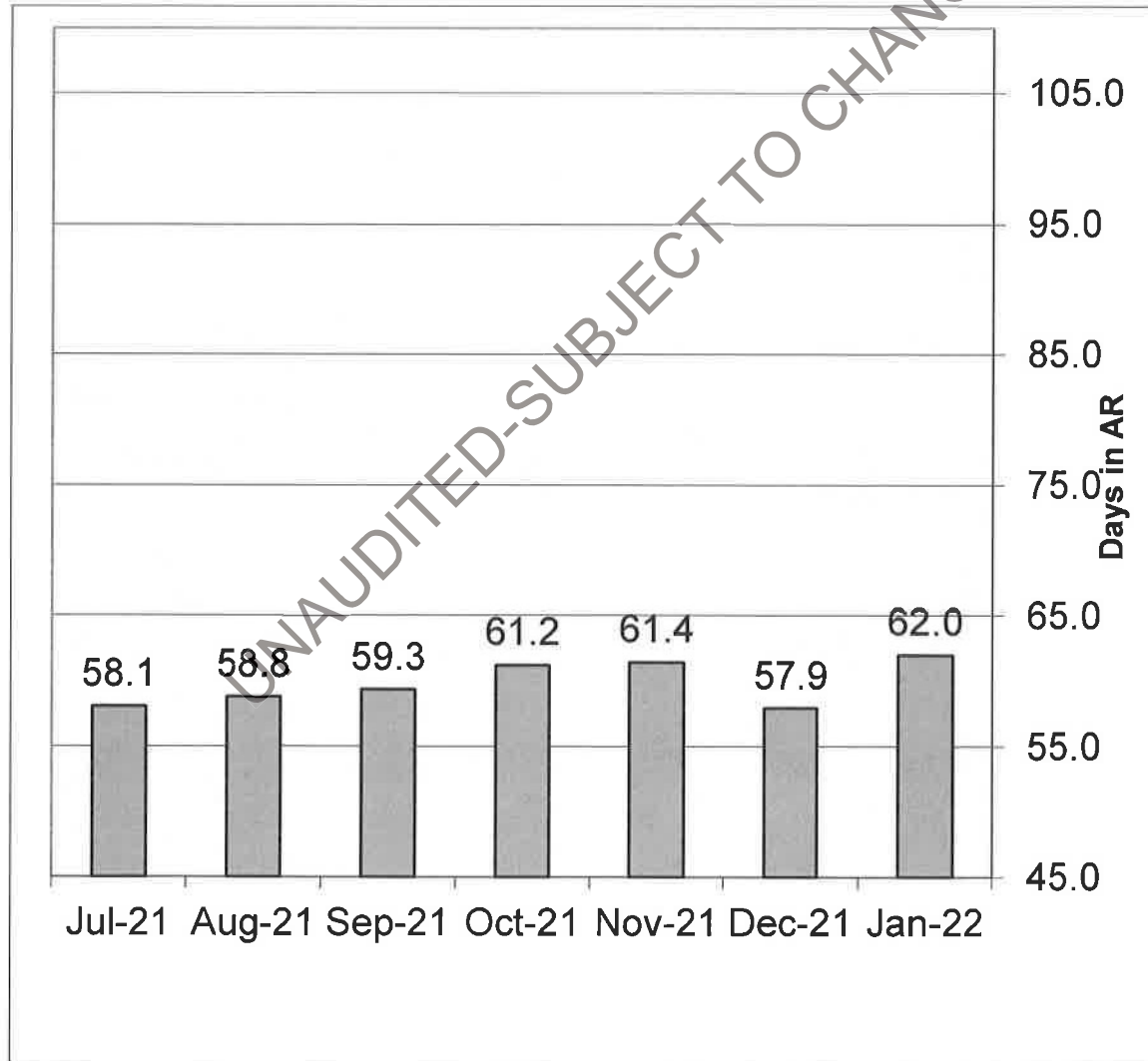
January 2022

Description	Current Year
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	166,032
Refunds Payable-Hospital	0
Refunds Payable-Clinic	0
Misc Payable	0
Short Term Notes Payable	0
	-----
Accounts Payable Total	166,032
Accrued Wages & Liabilities	791,893
Accrued Interest	4,389
Suspense Account	0
TCAA Suspense	2,070
Deferred Income	1,506
Unearned Revenue for COVID 19	1,735,065
MC/MD Settlement Payable	388,168
Contingency Settlement Payable	200,000
	-----
Other Liabilities	2,331,198
	-----
Total Current Liabilities	3,289,123
	=====
<b>Longterm Liabilities</b>	
STRYKER CAPITAL LEASE	0
BEO 2019 BOILERS LOAN	82,149
BEO 2018 BOARDMAN BLDG LOAN	113,040
BEO 2018 OMNICELL/US LOAN	116,630
BEO 2020 AMBULANCE LOAN	97,093
Morrow Co 2016 Annex Loan	0
BEO Loan AMB/LAB 2016	0
MORROW CO 2018 BOARDMAN BLDG	62,618
BEO ENDO RM/MISC LOAN 2017	25,858
Morrow Co 2013 IMC Loan	13,764
BEO IMC EXPANSION 2018	350,751
GEODC 2021 HOUSE LOAN	85,542
MORROW CO 2021 CHURCH LOAN	64,316
BEO 2008 Hosp Remodel Loan	69,077
USDA Remodel Loan	806,945
	-----
Total Long Term Liabilities	1,887,783
<b>Equity/Fund Balance</b>	
General Fund Unrestricted Bal	9,683,311
Equity/Fund Bal Period End	-598,019
	-----
Total Liab+Equity/Fund Bal	14,262,198
	=====

UNAUDITED-SUBJECT TO CHANGE

**PIONEER MEMORIAL HOSPITAL, CLINICS, HOME HEALTH & HOSPICE  
NUMBER OF DAYS IN ACCOUNTS RECEIVABLE**

Months	Days in A/R	A/R BAL	Charges	Days in Month
Feb-21		\$2,314,761	\$1,071,642	28
Mar-21		\$2,233,276	\$1,278,369	31
Apr-21	<b>52.5</b>	\$2,090,962	\$1,193,166	30
May-21	<b>53.9</b>	\$2,120,199	\$1,149,644	31
Jun-21	<b>53.4</b>	\$2,034,366	\$1,127,228	30
Jul-21	<b>58.1</b>	\$2,177,872	\$1,174,627	31
Aug-21	<b>58.8</b>	\$2,322,804	\$1,333,904	31
Sep-21	<b>59.3</b>	\$2,352,394	\$1,138,995	30
Oct-21	<b>61.2</b>	\$2,408,162	\$1,148,015	31
Nov-21	<b>61.4</b>	\$2,265,929	\$1,071,306	30
Dec-21	<b>57.9</b>	\$2,130,940	\$1,165,693	31
Jan-22	<b>62.0</b>	\$2,371,958	\$1,284,717	31



MORROW COUNTY HEALTH DISTRICT  
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS  
FISCAL YEAR 2021-2022

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
<b>ACUTE (INPATIENT)</b>													
ADMISSIONS	3	4	1	1	0	3	1						13
DISCHARGES	3	3	2	1	0	0	4						13
Admits- MEDICARE	3	1	1	1	0	2	1						9
MEDICAID	0	1	0	0	0	1	0						2
OTHER	0	2	0	0	0	0	0						2
SELF PAY	0	0	0	0	0	0	0						0
<b>TOTAL</b>	<b>3</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>
Dschgs-MEDICARE	3	0	2	1	0	0	3						9
MEDICAID	0	1	0	0	0	0	1						2
OTHER	0	2	0	0	0	0	0						2
SELF PAY	0	0	0	0	0	0	0						0
<b>TOTAL</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>
PATIENT DISCHARGE DAYS													
MEDICARE	10	0	11	3	0	0	12						36
MEDICARE ADVANTAGE	0	0	0	0	0	0	0						0
MEDICAID	0	0	0	0	0	0	0						0
MEDICAID MANAGED CARE	0	2	0	0	0	0	10						12
OTHER	0	4	0	0	0	0	0						4
SELF PAY	0	0	0	0	0	0	0						0
<b>TOTAL</b>	<b>10</b>	<b>6</b>	<b>11</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>
PATIENT ADMISSION DAYS													
Adults	10	10	7	3	0	7	15						52
Pediatric	0	0	0	0	0	0	0						0
<b>TOTAL</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>3</b>	<b>0</b>	<b>7</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>
AVG LENGTH OF STAY	3.3	3.3	3.5	3.0	#DIV/0!	#DIV/0!	3.8	#DIV/0!	#DIV/0!	#DIV/0!	0.0	#DIV/0!	4.0
AVG DAILY CENSUS	0.3	0.3	0.2	0.1	0.0	0.2	0.5	0.0	0.0	0.0	0.0	0.0	0.2
DEATHS	0												0
<b>SWING BED (Skilled)</b>													
ADMISSIONS	1	3	4	3	5	3	1						20
DISCHARGES	2	1	4	4	4	3	1						19
Dschgs-MEDICARE	2	1	3	4	3	2	1						16
MEDICAID	0	0	0	0	1	0	0						1
OTHER	0	0	1	0	0	1	0						2
SELF PAY	0	0	0	0	0	0	0						0
<b>TOTAL</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>
PATIENT DISCHARGE DAYS													
MEDICARE	18	12	37	72	19	42	19						219
MEDICARE ADVANTAGE	0	0	18	0	0	0	0						18
MEDICAID	0	0	0	0	0	0	0						0
MEDICAID MANAGED CARE	0	0	0	0	14	0	0						14
OTHER	0	0	14	0	0	3	0						17
SELF PAY	0	0	0	0	0	0	0						0
<b>TOTAL</b>	<b>18</b>	<b>12</b>	<b>69</b>	<b>72</b>	<b>33</b>	<b>45</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>268</b>
PATIENT ADMISSION DAYS													
MEDICARE	13	30	62	47	35	44	67						298
MEDICAID	0	0	0	11	3	0	0						14
OTHER	0	0	14	0	0	3	0						17
SELF PAY	0	0	0	0	0	0	0						0
<b>TOTAL</b>	<b>13</b>	<b>30</b>	<b>76</b>	<b>58</b>	<b>38</b>	<b>47</b>	<b>67</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>329</b>
AVG DAILY CENSUS	0.42	0.97	2.53	1.87	1.27	1.52	2.16	0.00	0.00	0.00	0.00	0.00	1.53
SWING BED REVENUE	\$ 5,044	\$ 11,640	\$ 29,488	\$ 22,504	\$ 14,744	\$ 18,236	\$ 25,996						\$127,652
SWING \$ DAYS	13	30	76	58	38	47	67	0	0	0	0	0	329
DEATHS	0	0	1	1	0	0	0	0	0	0	0	0	2

MORROW COUNTY HEALTH DISTRICT  
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS  
FISCAL YEAR 2021-2022

OBSERVATION	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
ADMISSIONS	3	4	4	6	2	5	8						32
DISCHARGES	4	4	4	6	2	5	6						31
HOURS	69	98	64	233	72	89	344						969
REVENUE	\$ 9,105	\$ 12,383	\$ 8,975	\$ 28,949	\$ 9,009	\$ 11,805	\$ 41,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,159
AVG LENGTH OF STAY (hours)	23.0	24.5	16.0	38.8	36.0	17.8	43.0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	30.3
DEATHS	0	0	0	0	0	1	0	0	0	0	0	0	1
<b>HOSPITAL RESPITE</b>													
ADMISSIONS	2	0	0	1	2	0	0	0	0	0	0	0	5
DISCHARGES	2	0	0	0	2	0	0	0	0	0	0	0	4
PATIENT ADMISSION DAYS	10	0	0	3	3	0	0	0	0	0	0	0	16
DEATHS	0	0	0	0	1	0	0	0	0	0	0	0	1
<b>SWING (Non-Skilled)</b>													
ADMISSIONS	1	0	0	1	0	0	0	0	0	0	0	0	2
DISCHARGES	1	0	1	1	0	0	1	0	0	0	0	0	4
Dschgs-MEDICAID	1	0	0	0	0	0	0	0	0	0	0	0	1
SELF PAY	0	0	1	1	0	0	1	0	0	0	0	0	3
<b>TOTAL</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>
PATIENT DISCHARGE DAYS	6	0	0	0	0	0	0	0	0	0	0	0	6
MEDICAID	0	0	140	297	0	0	470	0	0	0	0	0	907
SELF PAY	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>6</b>	<b>0</b>	<b>140</b>	<b>297</b>	<b>0</b>	<b>0</b>	<b>470</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>913</b>
PATIENT ADMISSION DAYS	6	0	0	11	30	31	31	109					109
MEDICAID	124	124	111	92	60	62	43	616					616
<b>TOTAL</b>	<b>130</b>	<b>124</b>	<b>111</b>	<b>103</b>	<b>90</b>	<b>93</b>	<b>74</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>725</b>
AVG DAILY CENSUS	4.2	4.0	3.7	3.3	3.0	3.0	2.4	0.0	0.0	0.0	0.0	0.0	3.4
SWING BED REVENUE	\$ 45,709	\$ 43,600	\$ 39,029	\$ 36,216	\$ 31,665	\$ 32,700	\$ 26,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,937
SWING \$ DAYS	130	124	111	103	90	93	74	0	0	0	0	0	725
DEATHS	0	0	1	1	0	0	1	0	0	0	0	0	3
<b>SUMMARY STATS</b>													
TOTAL/AVERAGE % OCCUPANCY	25.0%	25.2%	30.8%	25.7%	20.8%	22.6%	24.0%	0.0%	0.0%	0.0%	0.0%	0.0%	26.1%
<b>TOTAL OUTPATIENTS (Admits) w/ ER</b>	613	739	651	635	528	600	680						4446
<b>TOTAL ER (Encounters)</b>	98	110	89	96	95	100	80						668
<b>LAB TESTS</b>													
INPATIENT	22	73	91	65	67	112	87						517
OUTPATIENT	1604	1592	1419	1272	1340	1344	1587						10158
<b>TOTAL</b>	<b>1626</b>	<b>1665</b>	<b>1510</b>	<b>1337</b>	<b>1407</b>	<b>1456</b>	<b>1674</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10675</b>
<b>XRAY/ULTRASOUND TESTS</b>													
INPATIENT	1	8	7	3	7	6	2						34
OUTPATIENT	108	114	82	116	88	120	87						715
<b>TOTAL</b>	<b>109</b>	<b>122</b>	<b>89</b>	<b>119</b>	<b>95</b>	<b>126</b>	<b>89</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>749</b>
<b>CT SCANS</b>	36	44	25	28	39	39	38						249
<b>MRI SCANS</b>	4	4	1	4	1	4	7						25
<b>EKG TESTS</b>	36	32	30	22	32	24	42						218
<b>TREADMILL PROCEDURES</b>	0	0	0	0	0	0	0						0
<b>LOWER ENDOSCOPY PROCEDURES</b>	0	0	0	0	0	0	0						0
<b>UPPER ENDOSCOPY PROCEDURES</b>	0	0	0	0	0	0	0						0
<b>LOWER/UPPER ENDOSCOPY PROCEDURES</b>	0	0	0	0	0	0	0						0
<b>RESPIRATORY THERAPY</b>													
INPATIENT	6	8	5	10	1	0	0						30
OUTPATIENT	3	0	1	1	2	2	1						10
<b>TOTAL</b>	<b>9</b>	<b>8</b>	<b>6</b>	<b>11</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>

MORROW COUNTY HEALTH DISTRICT  
PIONEER MEMORIAL HOSPITAL & ANCILLARY STATS  
FISCAL YEAR 2021-2022

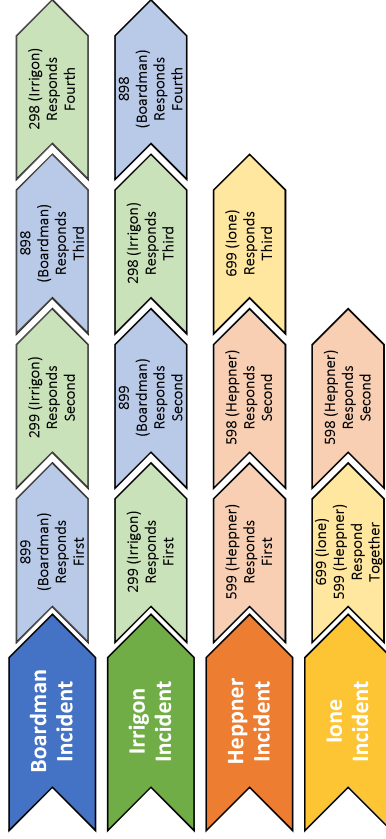
PROVIDER VISITS	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD
HEPPNER CLINIC	327	249	226	203	224	202	240						1671
IRIGON CLINIC	340	425	427	340	317	299	358						2506
IONE CLINIC	56	60	75	72	62	65	82						472
ALL PROVIDER ENCOUNTERS AT HOSPITAL**	133	146	121	136	119	123	130						908
<b>TOTAL</b>	<b>856</b>	<b>880</b>	<b>849</b>	<b>751</b>	<b>722</b>	<b>689</b>	<b>810</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5557</b>
REVENUE OF HOSPITAL ENCOUNTERS	\$ 65,997	\$ 82,304	\$ 63,913	\$ 75,078	\$ 69,005	\$ 72,194	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 428,489
<b>AMBULANCE</b>													
HEPPNER AMBULANCE TRANSPORTS	19	38	19	21	21	26	23						167
BOARDMAN AMBULANCE TRANSPORTS	17	35	14	22	25	25	36						174
IRIGON AMBULANCE TRANSPORTS	24	29	31	20	14	22	25						165
IONE AMBULANCE TRANSPORTS	0	0	0	0	0	0	0						0
<b>TOTAL</b>	<b>60</b>	<b>102</b>	<b>64</b>	<b>63</b>	<b>60</b>	<b>73</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>506</b>
HEPPNER AMB REVENUE	\$ 31,774	\$ 66,467	\$ 32,368	\$ 33,579	\$ 36,341	\$ 46,576	\$ 39,426						\$ 286,530
BOARDMAN AMB REVENUE	\$ 33,969	\$ 71,133	\$ 29,319	\$ 45,241	\$ 50,102	\$ 56,478	\$ 80,363						\$ 366,604
IRIGON AMB REVENUE	\$ 42,648	\$ 51,881	\$ 54,689	\$ 35,265	\$ 23,779	\$ 39,378	\$ 45,936						\$ 293,575
IONE AMB REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						\$ 0
<b>TOTAL</b>	<b>\$ 108,391</b>	<b>\$ 189,480</b>	<b>\$ 116,376</b>	<b>\$ 114,084</b>	<b>\$ 110,221</b>	<b>\$ 142,432</b>	<b>\$ 165,725</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 946,709</b>
<b>HOME HEALTH VISITS</b>													
SKILLED NURSING VISITS	82	87	55	34	30	70	91						449
AIDE VISITS	5	5	5	10	8	16	36						85
MSW VISITS	0	0	0	0	0	0	0						0
OCCUPATIONAL THERAPY	10	9	6	16	8	5	13						67
PHYSICAL THERAPY	23	42	18	33	26	19	24						185
SPEECH THERAPY	3	4	4	2	5	4	6						28
IN HOME CARE VISITS-PRIVATE PAY	32	27	37	42	44	32	33						247
<b>TOTAL</b>	<b>155</b>	<b>174</b>	<b>125</b>	<b>137</b>	<b>121</b>	<b>146</b>	<b>203</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1061</b>
<b>HOSPICE</b>													
ADMITS	3	3	4	5	4	1	2						22
DISCHARGE	1	0	0	0	1	1	0						3
DEATHS	2	4	4	4	5	4	2						25
<b>TOTAL DAYS</b>	192	201	168	216	198	79	40						1094
<b>PHARMACY</b>													
DRUG DOSES	1563	2431	2368	3087	2357	3316	2185						17,307
DRUG REVENUE	\$ 137,123	\$ 110,214	\$ 143,635	\$ 148,267	\$ 114,441	\$ 169,514	\$ 155,535						\$ 978,728

2021	BOARDMAN				IRRIGON				HEPPNER				IONE		
	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs
January	6.62	9.2	35	N/A	6	9	24	N/A	6	17	24	N/A	8	39	1
February	5.5	8.85	22	N/A	6	8	21	N/A	7	19	15	16.5	7	11	2
March	6	7.55	29	N/A	6	8	38	N/A	6	11	21	25	6	N/A	0
April	4.94	11.21	16	N/A	6	9	33	N/A	7	10	19	30	7	N/A	0
May	6	8	31	N/A	6	9	51	N/A	5	10	36	4	5	N/A	0
June	3.82	8.07	30	N/A	6	8	37	N/A	5	12	27	22.73	5	8.27	3
July	6	8.65	25	6.05	6	8	30	N/A	7	17	21	3	7	N/A	0
August	5.2	8.83	41	7.92	6	8	42	N/A	6	11	43	3	6	N/A	0
September	3.38	8.53	29	N/A	6	9	40	N/A	5	11	25	5	5	N/A	0
October	5	8.04	30	2.35	6	9	31	N/A	6	16	26	6	6	N/A	0
November	2.25	6.05	35	N/A	6.5	8	20	N/A	7	17	29	2	7	N/A	0
December	1.22	4.73	42	0.92	6	11	37	N/A	6	14	33	6	6	N/A	0

Dispatch to en route means the length of time between when the ambulance is dispatched to when the ambulance leaves the garage.

Response time means the length of time between the notification to the ambulance and the arrival of the ambulance at the incident scene.\*

\*Note that response times are not adjusted for miles traveled and in some instances (598) include non-emergent transfers.



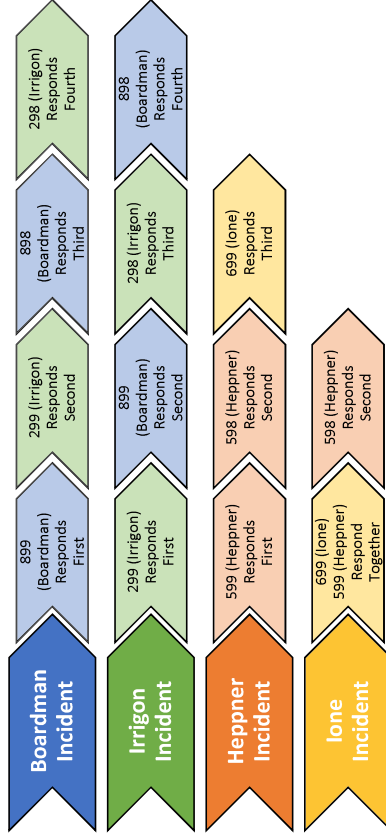


2022	BOARDMAN				IRRIGON				HEPPNER				IONE								
	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs	Dispatch to En Route	Response Time	Number of Runs						
January	1	5.05	51	0.47	6.5	2	8	11.97	43	N/A	0	5	12.5	20	4	N/A	9	8	N/A	0	
February																					
March																					
April																					
May																					
June																					
July																					
August																					
September																					
October																					
November																					
December																					

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# Morrow County School District

Serving the Families of Boardman, Heppner, and Irrigon in Northeastern Oregon

Dirk Dirksen   Erin Stocker   Jody Deardorff   Marie Shimer   Marissa Turner  
Superintendent   Human Resources   Business Manager   Educational Services   SPED Coordinator



P.O. Box 100  
Heppner, OR 97836  
<http://www.morrow.k12.or.us>

Phone: 541-676-5705  
Fax: 541-676-5742

February 1, 2022

Morrow County Health District

Attn: Emily Roberts

PO Box 9

Heppner, OR 97836

We would like to request that the Community Benefit Foundation consider funding/purchasing an AED unit for the office at AC Houghton Elementary School. The Zoll AED Plus with wall mounted case is roughly \$2000. This unit is the same or similar to those already being used in the school district.

The AED currently in AC Houghton's office was purchased when AED's were originally put into each of the school buildings and will no longer charge. Having an AED in our office area provides easy access for staff and families during school days. Currently, our only working AED unit is located in the gym – a long distance from the office if/when needed during the school day. Providing access to an AED unit in the office directly will provide vital access to immediate emergency interventions while waiting for paramedics to respond. Currently, our local fire department has loaned us an AED unit to use until we obtain a new one.

Ideally, if this request is approved we would like to request funding as soon as possible. We will work with your staff to provide all necessary purchasing and reporting documentation.

We look forward to our continued collaboration on projects that promote the health and safety of our students and communities.

If you have any further questions please do not hesitate to contact either Matt Combe, Director of Facilities or Stephanie Ewing, Principal AC Houghton Elementary.

Thank you for considering this request.

Stephanie Ewing, Principal

*Morrow County Schools, in partnership with families and communities, provide each student the opportunity to develop values, knowledge, skills and self-confidence to become life-long learners and responsible citizens.*

Morrow County School District prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, religion, color, national or ethnic origin, mental or physical disability, marital status, age, sex, sexual orientation, age, pregnancy, familial status, economic status, veterans' status or genetic information in providing education or access to benefits of education services, activities and programs in accordance with Title VI, Title VII, Title IX and other civil rights or discrimination issues; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act; and the Americans with Disabilities Act Amendments Act of 2008, Title II of the Genetic Information Nondiscrimination Act of 2008.



[Dirk.Dirksen@morrow.k12.or.us](mailto:Dirk.Dirksen@morrow.k12.or.us)  
[Erin.Stocker@morrow.k12.or.us](mailto:Erin.Stocker@morrow.k12.or.us)  
[Jody.Deardorff@imesd.k12.or.us](mailto:Jody.Deardorff@imesd.k12.or.us)  
[Marie.Shimer@morrow.k12.or.us](mailto:Marie.Shimer@morrow.k12.or.us)  
[Marissa.Turner@morrow.k12.or.us](mailto:Marissa.Turner@morrow.k12.or.us)

**PROFESSIONAL SERVICES CONTRACT  
(Pharmaceutical Services Contract)**

DATED: \_\_\_\_\_

BETWEEN:

Morrow County Health District dba  
Pioneer Memorial Hospital  
564 E. Pioneer Drive  
Heppner, OR 97836

"District"

AND

Murray's Drugs, Inc.  
An Oregon Corporation  
PO Box 427  
Heppner, OR 97836  
Federal I.D. 93-0559568;  
State I.D. # 0422654-5.

"Murray's"

Recitals

Morrow County Health District dba Pioneer Memorial Hospital has the need for a pharmaceutical consultant for the Oregon-licensed Drug Room and hires Murray's Drugs, Inc. who has properly educated, licensed and insured staff to provide the services outlined in this agreement. Murray's Drugs shall provide pharmaceutical consultant services with the pharmacist acting in the capacity of a part-time director. Murray's pharmacy staff agree to practice within the state and federal laws governing the practice of the profession and in compliance with regulatory and accreditation standards. Murray's will hold and maintain appropriate registration and licensure to practice in the state of Oregon. Additional certificates or specialized training that is requested by the District will be obtained by Murray's with all relevant costs being the responsibility of the District. Terms of this contract may be amended from time to time if agreed upon in writing by both parties.

THIS CONTRACT, WHICH INCLUDES ATTACHED SECTIONS AND ALL ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS CONTRACT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS CONTRACT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. DISTRICT AND MURRAY'S, BY THE SIGNATURE BELOW OF THEIR

AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **1. Term**

- i. The term of this contract shall be one (1) year from the date the contract is fully executed by both parties. Contract shall automatically renew in one (1) year increments unless either party gives notice as required below. Either party may request a modification of the terms of the contract with at least thirty (30) days' notice prior to the renewal date.

## **2. Termination**

- i. This contract may be terminated by either party for any reason upon giving ninety (90) days' written notice to the other party of contract termination.

## **3. Murray's Services**

Murray's will meet the Oregon Board of Pharmacy requirements for a Drug Room in a hospital with tasks including, but not limited to:

- i. Establishing written procedures for the distribution of pharmaceuticals
- ii. Providing on-site services at a minimum of twice weekly
- iii. Providing supervision of all drug storage areas in the hospital
- iv. Establishing procedures and training of Nursing for preparation of parenteral medications
- v. Managing formulary
- vi. Preparing and dispensing medications
- vii. Managing automated dispensing cabinets
- viii. Participating in the hospital's Quality Assurance Committee (pharmacist or pharmacist's designee) and Pharmacy and Therapeutics Committee
- ix. Maintaining records as required by state or federal law

## **4. Service not provided:**

- i. Murray's will not fill District staff prescriptions at hospital nor will it provide out-patient medications except for emergency room three day supplies for dispensing out of ER when local retail pharmacy is closed.

- ii. Murray's will not mix IV admixtures. Such mixing shall remain strictly the responsibility of the Pioneer Memorial Hospital registered nurses. The District will hold Murray's harmless from any and all liability for the mixing and patient use of all IV admixtures.

- iii. Non-skilled swing bed prescriptions will not be filled from Pioneer Memorial Hospital inventory, except for specific medications that are the responsibility of the facility to provide (over-the-counter medications).

## **5. Compensation/ Account Arrearage**

- i. Pharmacist staff may work up to a total of 24 hours per week, at a rate of \$93.00/hour. Pharmacy technician staff may work up to a total of 24 hours/week, at a rate of \$30.00/hour. Murray's Drug will only be paid for hours worked and not for the total number of hours per week if they do not total 24. All special projects that fall outside of the normal duties of the pharmacist(s) and pharmacy technician(s) must be agreed upon with Administration prior

to starting that project. Murray's Drug will provide an invoice for payment to the client. Invoices for payment will not exceed 31 consecutive calendar days.

- ii. This amount is due and payable on the 10th day of each month for the prior month of service. At each contract renewal, rates are subject to negotiation.

## **6. Service for Pharmaceuticals not Regularly Stocked By Murrays**

On occasion, the District will need pharmaceuticals not stocked in the Hospital Drug Room or kept regularly in stock at Murray's business in downtown Heppner. Should the District have a need for and request such a pharmaceutical, Murray's will retrieve such item from a neighboring medical facility or pharmacy. The District agrees to pay Murray's staff \$30.00 per hour and \$.545 a mile for travel in retrieving such items. If the District prefers to send an available District employee to retrieve medications, Murray's will assist in making arrangements to pick up the medications at no cost to the district.

## **7. After Hours Consultation**

Days and hours pharmacy staff is on-site is variable and subject to change depending on workload and schedule. After hours emergency contact information of Murray's pharmacy's staff will be provided. Phone messages will be returned as soon as reasonably possible. Murray's staff may also be contacted at the retail pharmacy Monday through Friday 9 am-1 pm and 2-6 pm. Murray's does not guarantee the ability to return to the hospital when called. The pharmacist will physically return to the hospital if necessary as soon as reasonably feasible.

## **8. Access to Records**

For not less than three (3) years after contract expiration, the District, and any appropriate state and federal agencies, or their duly authorized representatives shall have access to the books, documents, papers, and records of the Murray's which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts.

## **9. Indemnification**

Murray's will maintain professional liability insurance covering liability arising from the acts or omissions of Murray's in an amount generally considered standard in the District's industry, in addition to coverage for bodily injury, personal injury and property damage liability under a comprehensive general liability; workmen's compensation. Murray's carries insurance to cover its liability to the District and the District's patients for its services as identified under this contract. Its services do not include responsibility for the administration of pharmaceuticals to patients. Pharmaceutical administration will be done by District staff in accordance with District policy. The District shall forever defend, indemnify and hold Murray's harmless from any claim, loss or liability arising out of, or in any way connected with administration of pharmaceuticals, including, but not limited to the preparation and administration of IV admixtures, by District staff. In the event of any litigation or proceeding brought against Murray's and arising out of, or in any way connected with any of the above events or claims, against which Murray's must defend, District shall, upon notice from Murray's, vigorously resist and defend such actions or proceedings through legal counsel reasonably satisfactory to Murray's. Murray's agrees to indemnify and save harmless and defend

the District from and against all claims arising out of the negligent acts, errors or omissions of Murray's under this agreement.

#### **10. Employment Status**

Murray's shall not be considered an employee of the District. Murray's will be responsible for payment of all applicable federal, state and local taxes including social security payments.

#### **11. Severability**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

#### **12. Force Majeure**

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

#### **13. Waiver**

The failure of the either party to enforce any provision of this contract shall not constitute a waiver by either party of that or any other provision.

#### **14. Agreements/HIPAA**

Murray's shall comply with all federal and state laws and regulations governing the privacy and security of health information, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated there under, and shall remain in compliance with these laws and regulations as they may be amended from time to time. The parties agree to execute whatever additional documents or agreements may be necessary to come into compliance with these laws and regulations.

#### **15. Prior Agreements**

This contract is the entire, final and complete agreement of the parties pertaining to the pharmaceutical service to be supplied the District and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the property.

#### **16. Applicable Law**

This contract is entered into in Oregon and the property is located in Oregon. The parties agree that the laws of the State of Oregon shall be utilized and constrain the contract in

enforcing the rights and remedies of the parties.

**17. Cost and Attorney fees**

In the event any action, judicial or otherwise, is taken to enforce or interpret any of the terms of this contract, or collection action is taken to enforce any judgment based upon this contract, the prevailing party shall be entitled to recover from the other party all expenses which may have been reasonably incurred and court awarded in taking such action, including, but not limited to, attorney fees, whether incurred in an action, suit or appeal from a judgment or decree therein or in connection with non-judicial action.

Approved by Murray's Drugs, Inc.

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Approved by Morrow County  
Health District

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

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## Independent contractor Agreement and understanding

Effective as of February 1, 2022 Rocky Mountain Therapy Services Inc. (RMTS) Pioneer Memorial Physical Therapy, LLC (PMPT) hereby agrees to perform work for and on behalf of Pioneer Memorial Home Health and Hospice (payor) located at 162 Main Street, Heppner, Oregon, 97836. RMTS is hereinafter described as an independent contractor. As an independent contractor, RMTS understands that:

RMTS will be responsible for its own payroll taxes and workers' compensation. RMTS is being paid for completed work supervised by Payor which meets Payor's requirements. All client documentation and information that is to be part of the permanent records must be delivered to above said address or mailed in, on a weekly basis, if payment for professional services is expected.

### Scope

RMTS shall provide the services of a Physical Therapist and/or Physical Therapist Assistant, Occupational Therapist and or Speech and Language Therapist thereto. These services shall include the following:

- Provide direct patient care. The therapist will also be available for case conference and or phone conference for coordinated care and or to offer guidance and expertise.
- Assist the physician in his or her evaluation of a particular patient's needs.
- Prepare a therapist care plan in accordance with the total plan of care.
- Record observations, treatments given, and other significant information.
- Be skilled in current therapy work practice.
- Have a current license, and meet agency requirements.
- Observe, record and report to the physician the patient's reaction to treatment and any changes in patients condition. This to be done on the payors EMR system
- Participate in case conference on a monthly basis to assure accuracy and quality of care. Conference can be done via telephone, fax, or a one-on-one basis with the director of nursing services.

### Billing

The parties hereto acknowledge that all billings to be made to patients shall be made by Payor, and that said agency shall be entitled to all payments from all patients for work performed by the therapist pursuant to this agreement and for any and all other work or services provided by Payor. Payor will maintain records of all visits made by agency personnel, including the therapist. Payor shall comply with the Civil Rights Act of 1964 (title VI) to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, by denial of benefits of, or otherwise be subject to discrimination under any program or activity which is supported by federal funds. Payment shall be:

#### **\$200 SOC OASIS**

\$125 Eval

\$110 Re-eval and D/C

\$100 for follow up visits

\$20 per 15 minutes of case conference

\$85 for PTA visits

Payable on the 5th of each month.

### **Term and Termination**

This agreement shall be ongoing from the date first indicated herein. This agreement may, however, be terminated by either party hereto, without cause, upon giving thirty days written notice to the other party of the intention to terminate. Any notice required to be given under the terms of this paragraph may be given by personal service or by certified mail, directed to the last address of the party so being notified, and will be deemed complete upon the date of mailing.

### **Policy and Procedures**

The therapist agrees to abide by all policies and procedures set forth by the Payor and in accordance with Federal and State laws.

### **Scheduling**

The therapist shall be responsible for the scheduling of all appointments necessary with each patient.

Schedule shall correspond with physician written orders for frequency and duration and physical therapist plan of care.

### **Supplies**

The cost and responsibility of obtaining required supplies prescribed or necessary for any patient will be the responsibility of the payor. RMTS may provide supplies if specifically requested by Payor, and Payor agrees to pay the price billed for any such supplies by RMTS. Supply charges will be submitted with patient specific documentation of visit and use of supply.

### **Property of Payor**

It is understood and agreed that all patient accounts, charts, files, records, client lists, and all accounts receivable which shall result from the services provided pursuant to the provisions of this agreement shall remain the property of Payor, in the event this agreement is terminated.

### **Assignment and Transfer**

This agreement may not be assigned by either party without the express written consent of the other party.

### **Indemnification**

RMTS agrees to indemnify and hold harmless Payor against loss, cost or damage on account of any injury to persons or property arising from any act or omission on the part of RMTS in relation to services provided hereunder. Payor hereby agrees to indemnify and hold harmless RMTS against loss, cost or damage on account of any injury to persons or property arising from any act or omission on the part of Payor, in relation to the services provided hereunder.

### **Independent Contractor**

This agreement does not constitute a hiring of contractor by Payor. It is the parties intention that so far as shall be in conformity with the law, RMTS shall be an independent contractor and not Payor's employee. This agreement shall not be construed as a partnership.

**RMTS Staff**

Payor recognizes that RMTS has expended and will expend significant effort, time and resources to recruit, hire or engage and train its personnel. In consideration of the foregoing, Payor agrees that it will not solicit for employment or engagement as an independent contractor, any person who was employed by RMTS as a therapist and/or assistant at any time during the term of this agreement. Payor further agrees not to solicit, to employ or pursue employment of any of RMTS' employees, contractors or associates during the term of this agreement and for one year following the termination date of this agreement. Any such action would cause irreparable harm, damage and loss to RMTS.

A breach of this covenant will render Payor liable to satisfy any and all claims, damages and losses incurred by RMTS due to the loss of said employee, contractor or associate, and may include as a minimum a placement fee no less than 50% of employee's salary or an amount not less than \$10,000 in the case of non-employee associates.

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RMTS/PMTS

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Pioneer Memorial Home Health and Hospice

Ty Berrett, COO

Emily Roberts, CEO

PO Box 70689

564 East Pioneer Drive

WVC, Utah 84170

Heppner, Oregon 97836

Phone: 801.746.0770

Phone: 801-676-2943

FAX: 801.746.0771

**Morrow County Health District**  
**NONSTANDARDIZED GOVERNMENTAL PROFIT SHARING/401(k) PLAN**  
**ADOPTION AGREEMENT #001**

By executing this Nonstandardized Governmental Profit Sharing/401(k) Plan Adoption Agreement (the "Adoption Agreement" or "AA"), the undersigned Employer agrees to establish or continue a Governmental Profit Sharing/401(k) Plan for its Employees. The Governmental Profit Sharing/401(k) Plan adopted by the Employer consists of the Governmental Defined Contribution Pre-Approved Plan Basic Plan Document #03 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.**

**SECTION 1**  
**EMPLOYER INFORMATION**

**1-1 EMPLOYER INFORMATION.**

Name: Morrow County Health District

Address: 564 East Pioneer Drive

P.O. Box 9

Heppner, Oregon 97836

Telephone: (541) 676-9133

**1-2 EMPLOYER IDENTIFICATION NUMBER (EIN).** 93-6002451

**1-3 FORM OF BUSINESS.**

State or political subdivision of a State

State agency or instrumentality

Indian Tribal Government

Describe other Employer qualified to adopt a Governmental Plan: Local government (Special District)

**1-4 EMPLOYER'S TAX YEAR END.** The Employer's tax year ends June 30

**1-5 RELATED EMPLOYERS.** Is the Employer part of a group of Related Employers (as defined in Section 1.83 of the Plan)?

Yes

No

If yes, Related Employers may be listed below. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

*[Note: This AA §1-5 is for informational purposes and the Employer need not list Related Employers. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.]*

**SECTION 2**  
**PLAN INFORMATION**

**2-1 PLAN NAME.** Morrow County Health District Retirement Plan

Original Effective Date: July 1, 1998

Restatement Effective Date: July 1, 2021

**2-2 PLAN NUMBER.** 001

**2-3 TYPE OF PLAN.**

(a) This Plan is a Profit Sharing Plan. *(Note: May also include Matching Contributions under AA §6B.)*

(b) This Plan is a Grandfathered Profit Sharing/401(k) Plan. *[Note: To qualify as a Grandfathered Profit Sharing/401(k) Plan, the Employer must have maintained a 401(k) plan as of May 6, 1986. A Grandfathered Profit Sharing/401(k) Plan may also include a plan of an Indian Tribal Government, as defined in Section 1.58 of the Plan. See Section 1.55 of the Plan for a more detailed description of a Grandfathered Profit Sharing/401(k) Plan.]*

- (c) The Plan is intended to be a FICA Replacement Plan (as described under Section 4.03 of the Plan). *[Note: If this subsection (c) is checked, elections under this AA must be consistent with the requirements of a FICA Replacement Plan as described under Section 4.03 of the Plan.]*

**2-4 PLAN YEAR.**

- (a) Calendar year.  
 (b) The 12-consecutive month period ending on June 30 each year.  
 (c) The Plan has a Short Plan Year running from \_\_\_\_ to \_\_\_\_.

**2-5 FROZEN PLAN.** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- This Plan is a frozen Plan effective \_\_\_\_\_. (See Section 3.02(a)(2) of the Plan.)

*[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]*

**2-6 MULTIPLE EMPLOYER PLAN.** Is this Plan a Multiple Employer Plan as defined in Section 16.07 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)

- Yes  
 No

**2-7 PLAN ADMINISTRATOR.**

- (a) The Employer identified in AA §1-1.  
 (b) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**2-8 DEFINITION OF DISABLED.** An individual is considered Disabled for purposes of applying the provisions of this Plan if:

- (a) The individual is covered by the Employer's disability insurance plan and is determined to be disabled under such plan.  
 (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.  
 (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

*[Note: An Employer may elect any or all of (a), (b) and (c) above. If more than one of (a), (b) and (c) is selected, the hierarchy for determining whether an individual is considered Disabled is (a), then (b) and then (c), unless described otherwise under separate administrative procedures or under subsection (d) below.]*

- (d) Alternative definition of Disabled: \_\_\_\_\_

*[Note: Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan and will be applied in a nondiscretionary manner. The Employer may describe different definitions of Disabled for different purposes under the plan.]*

**SECTION 3  
ELIGIBLE EMPLOYEES**

**3-1 ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

- | <b>Deferral</b>          | <b>Match</b>             | <b>ER</b>                |                   |
|--------------------------|--------------------------|--------------------------|-------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No exclusions |

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Collectively Bargained Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Leased Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees paid on an hourly basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Employees paid on a salaried basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees in an elected or appointed position.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Part-Time Employees (as defined in Section 1.71 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Seasonal Employees (as defined in Section 1.89 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Temporary Employees (as defined in Section 1.93 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Employees eligible for another qualified plan sponsored by the Employer or a Related Employer Specify name of other qualified plan (optional): _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(l) Other: <u>Temporary, contract, and/or part-time employees working less than 20 hours per week</u>

*[Note: The elections under the ER column apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (l) above. The exclusions inserted may not result in a specifically named individual or a finite group (such as employees hired before a certain date) being the only employee or employees participating under the plan in violation of the permanency requirements or Treas. Reg. §1.401-1(b)(2). It is permissible to limit participation under the plan to an employee or employees of a specifically named position or positions.]*

**SECTION 4  
MINIMUM AGE AND SERVICE REQUIREMENTS**

**4-1 ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) ___ Year(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The completion of at least ___ Hours of Service during the first ___ months of employment (or the first ___ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier. <input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period. <input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ___ Hours of Service during an Eligibility Computation Period. <i>[Note: An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(5) Full-time Employees are eligible to participate as set forth in subsection (i)

**Deferral      Match      ER**

below. Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii) below.

- (i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
  - (A) There is no minimum service requirement for participation in the Plan.
  - (B) The completion of at least \_\_\_\_ Hours of Service during the first \_\_\_\_ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
  - (C) Under the Elapsed Time method as defined in AA §4-3(c) below.
  - (D) Describe: \_\_\_\_\_

*[Note: Any conditions provided under this subsection (D) must be definitely determinable.]*

- (ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
  - (A) For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
    - (I) \_\_\_\_ hours per week.
    - (II) \_\_\_\_ hours per month.
    - (III) \_\_\_\_ hours per year.
  - (B) Describe part-time Employees for this purpose: \_\_\_\_\_

*[Note: A part-time employee must be described as an individual who works less than a specified number of hours (no greater than 40) during a standard work week.]*

- |                          |                          |                                     |   |
|--------------------------|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | (6) Under the Elapsed Time method as described in AA §4-3(c) below.           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (7) Describe eligibility conditions: <u>Completion of 4 months of service</u> |

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

**Deferral      Match      ER**

- |                          |                          |                                     |   |
|--------------------------|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | (1) There is no minimum age for Plan eligibility. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | (2) Age 21.                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (3) Age <u>18</u> .                               |

(c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: \_\_\_\_\_

*[Note: Any elections under the ER column under this AA §4-1 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (c) above. Subsection (c) above may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan. Any special rules under subsection (c) above must be definitely determinable.]*

4-2 **ENTRY DATE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) <b>Immediate.</b> The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) <b>Semi-annual.</b> The first day of the 1st and 7th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) <b>Quarterly.</b> The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) <b>Monthly.</b> The first day of each calendar month.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(e) <b>Payroll period.</b> The first day of the payroll period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) <b>The first day of the Plan Year.</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Describe Entry Date: _____

*[Note: Entry Date under this subsection (g) must be no later than 3 years after the date described under (a).]*

An Eligible Employee’s Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee’s Entry Date is the Entry Date:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) <b>next following</b> satisfaction of the minimum age and service requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(i) <b>coinciding with or next following</b> satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(j) <b>nearest</b> the satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(k) <b>preceding</b> the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) <b>Describe</b> any special rules that apply with respect to the Entry Dates under this AA §4-2: _____

*[Note: The elections under the ER column under this AA §4-2 apply to any Pick-Up Contributions selected under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l) above. Any special rules under subsection (l) above must be definitely determinable.]*

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.**

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of <u>346</u> Hours of Service during an Eligibility Computation Period.



- | Deferral                 | Match                    | ER                       |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Eligibility Computation Period (ECP).</b> The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of Service during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.)   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Elapsed Time method.</b> Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(6) of the Plan.) <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) For Deferral, must complete a ____ period of service</li> <li><input type="checkbox"/> (2) For Match, must complete a ____ period of service</li> <li><input type="checkbox"/> (3) For ER, must complete a ____ period of service</li> </ul> <p><i>[Note: Under the Elapsed Time method, service will be measured from the Employee’s employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan.]</i></p>  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) <b>Equivalency Method.</b> For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for eligibility will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.</li> <li><input type="checkbox"/> (7) <b>Describe Equivalency Method:</b> _____</li> </ul> <p><i>[Note: Any description of an Equivalency Method under this subsection (7) must be definitely determinable.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) <b>Special eligibility provisions.</b> _____  |

*[Note: The elections under the ER column under this AA §4-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (e) above. Any special rules under subsection (e) above must be definitely determinable.]*

**4-4 EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- | Deferral                 | Match                    | ER                       |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service requirements (as designated below): <ul style="list-style-type: none"> <li><input type="checkbox"/> (a) the Effective Date of this Plan (as designated in the Employer Signature Page).</li> <li><input type="checkbox"/> (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).</li> <li><input type="checkbox"/> (c) _____ <i>[insert date no earlier than the Effective Date of this Plan]</i></li> </ul> <p>An Eligible Employee who is employed on the designated date will enter the Plan on the designated date without regard to the minimum age and service requirements under AA</p> |

§4-1. If both minimum age and service conditions are not waived, select subsection (d) or (e) below to designate which condition is waived under this AA §4-4.

(d) This AA §4-4 only applies to the minimum service condition.

(e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

(f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: \_\_\_\_\_

(g) Describe special rules: \_\_\_\_\_

*[Note: An Employee who is employed as of the designated date described in this AA §4-4 will enter the Plan as of such date unless a different Entry Date is designated under subsection (g) above. The elections under the ER column apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (g) above. Any special rules under subsection (g) above must be definitely determinable.]*

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under subsection (a) or (b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)

(a) The Plan will count service with the following Predecessor Employers:

Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Describe any special provisions applicable to Predecessor Employer service: \_\_\_\_\_

4-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6. (See Section 2.07 of the Plan.)

(a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.

(b) If an Employee incurs at least \_\_\_\_\_ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. *[Enter "0" if prior service will be disregarded for all rehired Employees.]*

(c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.

(d) Describe: \_\_\_\_\_

**SECTION 5  
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.94 of the Plan for a specific definition of the various types of Total Compensation.

(a) W-2 Wages

(b) Code §415 Compensation

(c) Wages under Code §3401(a)

*[Note: For purposes of determining Total Compensation, each definition includes Elective Deferrals as defined in Section 1.36 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]*

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.94(b) of the Plan, unless otherwise elected below.

- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation.
- (1) **Unused leave payments.** 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.
- (2) **Deferred compensation.** Payments 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 and only to the extent that the payment is includible in the Employee’s gross income.

*[Note: Plan Compensation (as defined in Section 1.75 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-3(j) below or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3(l) below.]*

- (b) **Continuation payments for disabled Participants.** If this subsection (b) is not elected, Total Compensation does not include continuation payments for disabled Participants. If this subsection (b) is elected, Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.94(c) of the Plan.

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Elective Deferrals (as defined in Section 1.36 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.) <i>[Note: If this subsection (h) is not elected, amounts received for services performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) “Deemed §125 compensation” as defined in Section 1.94(d) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Amounts received after termination of employment are excluded. (See Section 1.94(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Differential Pay (as defined in Section 1.94(e) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(l) Describe adjustments to Plan Compensation: <u>Call time, call back and physician extra duty pay</u>

*[Note: Any modification under subsection (l) must be definitely determinable and preclude Employer discretion. The elections under the ER column under this AA §5-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l).]*

5-4 PERIOD FOR DETERMINING COMPENSATION.

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [*Note: If a period other than the Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.*]

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on _____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.75(b) of the Plan.)

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule (as described in Section 5.02(c)(7)(i) of the Plan) will not apply unless designated otherwise under this subsection (c).

- Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6  
EMPLOYER AND EMPLOYEE CONTRIBUTIONS**

- 6-1 **EMPLOYER / EMPLOYEE CONTRIBUTIONS.** The Employer/Employee may make the following contributions under the Plan:

- (a) Employer Contributions under AA §6-2
- (b) Voluntary After-Tax Employee Contributions under AA §6-7(a)
- (c) Mandatory After-Tax Employee Contributions under AA §6-7(b)
- (d) Employer Pick-Up Contributions under AA §6-7(c)
- (e) N/A. No Employer/Employee Contributions are permitted under the Plan [*Skip to Section 6A*]

- 6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-5(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-6 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3.

- (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- (b) **Fixed contribution.**
  - (1) **Fixed percentage.** \_\_\_% of each Participant's Plan Compensation.
  - (2) **Fixed dollar.** \$\_\_\_\_\_ for each Participant.

- (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. *[Note: If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.]*
- (c) **Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make an Employer Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: \_\_\_\_\_  
*[Note: Insert the appropriate contribution formula (and allocation formula, if applicable) from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.]*
- (d) **Service-based contribution.** The Employer will make the following contribution:
- (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation for each period of service designated below.
- (2) **Fixed percentage.** \_\_\_\_% of Plan Compensation paid for each period of service designated below.
- (3) **Fixed dollar.** \$\_\_\_\_ for each period of service designated below.
- The service-based contribution will be based on the following periods of service:
- (4) Each Hour of Service
- (5) Each week of employment
- (6) Describe period: \_\_\_\_\_
- The service-based contribution is subject to the following rules.
- (7) Describe any special provisions that apply to service-based contribution: \_\_\_\_\_
- (e) **Describe special rules for determining contributions under Plan:** \_\_\_\_\_  
*[Note: Any special rules under this subsection (e) may only describe the basis for determining a discretionary service-based contribution, such as a uniform dollar amount, and must be definitely determinable.]*

6-3 **ALLOCATION FORMULA.**

- (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated:
- (1) as a uniform percentage of Plan Compensation.
- (2) as a uniform dollar amount.
- (b) **Fixed contribution.** The fixed Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed Employer Contributions under AA §6-2.
- (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan), using the Taxable Wage Base (as defined in Section 1.92 of the Plan) as the Integration Level.
- To modify these default rules, complete the appropriate provision(s) below.
- (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:
- (i) \_\_\_\_% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:
- |                                    |                                      |
|------------------------------------|--------------------------------------|
| <input type="checkbox"/> (A) N/A   | <input type="checkbox"/> (B) \$1     |
| <input type="checkbox"/> (C) \$100 | <input type="checkbox"/> (D) \$1,000 |
- (ii) \$\_\_\_\_ (not to exceed the Taxable Wage Base)
- (iii) 20% of the Taxable Wage Base
- [Note: See Section 3.02(a)(1)(i)(B)(IV) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.]*
- (2) **Describe** special rules for applying permitted disparity allocation formula: \_\_\_\_\_  
*[Note: Any special rules under subsection (2) must be definitely determinable.]*
- (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:
- (1) \_\_\_\_ point(s) for each \_\_\_\_ year(s) of age (attained as of the end of the Plan Year).
- (2) \_\_\_\_ points for each \$\_\_\_\_ of Plan Compensation.

- (3) \_\_\_ point(s) for each \_\_\_ Year(s) of Service. For this purpose, Years of Service are determined:
- (i) In the same manner as determined for eligibility.
  - (ii) In the same manner as determined for vesting.
  - (iii) Points will not be provided with respect to Years of Service in excess of \_\_\_.
- (e) **Employee group allocation.** The Employer may make a separate discretionary Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Trustee in writing of the amount of the contribution to be allocated to each allocation group.
- (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).
  - (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.
    - The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.  
**Group 1:** \_\_\_\_\_
- [*Note: The Employee allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).*]
- (3) **Special rules.** Unless designated otherwise under this subsection (3), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(a)(1)(i)(D) of the Plan.)
- (i) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.
  - (ii) **Describe:** \_\_\_\_\_  
  
[*Note: This subsection (ii) may only describe the amount of the Employer Contribution a Participant will receive when such Participant is in more than one allocation group. Any language under this subsection (ii) must be definitely determinable.*]
- (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).
- A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under subsection (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.
- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.
  - (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: \_\_\_\_\_
  - (3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_  
  
[*Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Subsection (3) must provide for a definitely determinable allocation method.*]
- (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(d) will be allocated in accordance with the selections made in AA §6-2(d).
- (h) **Describe special rules for determining allocation formula:** \_\_\_\_\_
- [*Note: Any special rules under this subsection (h) must be described in a manner that precludes Employer discretion.*]

6-4 **CONTRIBUTIONS OF ACCRUED SICK, PTO AND/OR VACATION LEAVE.** [Note: Do not complete this AA §6-4 and instead use AA§6-7(c) if this is an Employer Pick-Up Contribution.]

- (a) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave, as described below: \_\_\_\_\_
- (b) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave, as described below: \_\_\_\_\_

[Note: The Employer must describe an Employer Contribution of accrued unpaid sick, and/or vacation leave that meets the following requirements:

- The leave converted under the arrangement can only be accrued unpaid leave;
- The leave converted can only be sick and/or vacation leave;
- The Employer must designate how often the conversions occur under this AA §6-4;
- The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;
- The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;
- The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and
- The leave conversion formula is definitely determinable.]

6-5 **SPECIAL RULES.** No special rules apply with respect to Employer/Employee Contributions under the Plan, except to the extent designated under this AA §6-5. Unless designated otherwise, in determining the amount of the Employer/Employee Contributions to be allocated under this AA §6, the contribution will be based on Plan Compensation earned during the Plan Year.

- (a) **Period for determining Employer/Employee Contributions.** Instead of the Plan Year, Employer/Employee Contributions will be determined based on Plan Compensation earned during the following period: [Note: The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3(c) above.]
- (1) Plan Year quarter
- (2) calendar month
- (3) payroll period
- (4) Other: \_\_\_\_\_

[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this subsection (a).]

- (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
- (1) \_\_\_% of Plan Compensation
- (2) \$\_\_\_
- (3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.
- (c) **Offset of Employer Contribution.**
- (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under \_\_\_\_\_ [insert name of plan(s)]. (See Section 3.02(a)(1) of the Plan.)
- (2) In applying the offset under this subsection (c), the following rules apply: \_\_\_\_\_
- (d) **Special rules:** \_\_\_\_\_

[Note: Any special rules under this subsection (d) must be definitely determinable.]

- 6-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-6 to receive an allocation of Employer Contributions under the Plan. [*Note: No allocation conditions apply to After-Tax Employee Contributions or Employer Pick-Up Contributions under AA §6-7.*]
- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
  - (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
  - (c) **Minimum service condition.** An Employee must be credited with at least:
    - (1) \_\_\_\_ Hours of Service during the Plan Year.
      - (i) Hours of Service are determined using actual Hours of Service.
      - (ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):
        - (A) Monthly  (B) Weekly
        - (C) Daily  (D) Semi-monthly
        - (E) Describe: \_\_\_\_\_

*[Note: Any description under this subsection (E) must be definitely determinable.]*

  - (2) \_\_\_\_ consecutive days of employment with the Employer during the Plan Year.
- (d) **Exceptions.**
  - (1) The above allocation condition(s) will **not** apply if the Employee:
    - (i) dies.
    - (ii) terminates employment due to becoming Disabled.
    - (iii) becomes Disabled.
    - (iv) terminates employment after attaining Normal Retirement Age.

*[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]*
    - (v) terminates employment after attaining Early Retirement Age.

*[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]*
    - (vi) is on an authorized leave of absence from the Employer.
  - (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).
  - (3) The exceptions selected under subsection (1) above do not apply to:
    - (i) an employment condition under subsection (b) above.
    - (ii) a minimum service condition under subsection (c) above.
- (e) **Describe** any special rules governing the allocation conditions under the Plan: The allocation waivers described above will only apply if such Participant worked at least 1 Hour of Service during such year.

*[Note: Any special rules under this subsection (e) must be definitely determinable.]*

6-7 **AFTER-TAX EMPLOYEE CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.**

- (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).
  - (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:
    - (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to:
      - (A) \_\_\_\_\_% of Plan Compensation
      - (B) \$\_\_\_\_\_for the following period:



- (C) the entire Plan Year.
- (D) the portion of the Plan Year during which the Employee is eligible to participate.
- (E) each separate payroll period during which the Employee is eligible to participate.
- (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
  - (A) \_\_\_\_\_% of Plan Compensation
  - (B) \$\_\_\_\_\_
- (2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an after-tax election will be effective as set forth under the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time. Unless designated otherwise in a Participant's after-tax election form, a Participant's affirmative election to make an After-Tax Employee Contribution will cease upon termination of employment and the Participant will need to make a new election upon rehire.
- (3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:** \_\_\_\_\_  
*[Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.]*
- (b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.
  - (1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:
    - (i) \_\_\_\_\_% of each Employee's Total Compensation.
    - (ii) \$\_\_\_\_\_ for each Participant.
    - (iii) Describe rate or amount: \_\_\_\_\_
  - (2) **Special rules** applicable to Mandatory After-Tax Employee Contributions: \_\_\_\_\_
- (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)
  - (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:
    - (i) \_\_\_\_\_% of Plan Compensation.
    - (ii) \$\_\_\_\_\_ per pay period.
    - (iii) Any amount from \_\_\_\_\_% to \_\_\_\_\_% of Plan Compensation, as designated by the Employee.  
*[Note: This subsection (iii) may only be selected if the Employee designates the amount as a one-time irrevocable election.]*
  - (2) Elect this subsection (2) if an Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.
  - (3) Special rules applicable to Employer Pick-Up Contributions: \_\_\_\_\_*[Note: Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.03 of the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.]*

**SECTION 6A  
SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?

- Yes.

No. [If “No” is checked, skip to Section 6B.]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

(a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:

(1) \_\_\_\_\_% of Plan Compensation.

(2) \$\_\_\_\_\_.

[*Note: If both subsection (1) and (2) above are checked, the deferral limit is the lesser of the amounts selected.*]

Any limit described in subsection (1) or (2) above applies with respect to the following period:

(3) Plan Year.

(4) the portion of the Plan Year during which the individual is eligible to participate.

(5) each separate payroll period during which the individual is eligible to participate.

(b) **Limits on deferrals on bonus payments.** [*Note: This §6A-2(b) only may be selected, if bonus payments are not excluded under AA §5-3.*]

(1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation. Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the Plan) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)

(2) A Participant may defer up to \_\_\_\_\_% (*not to exceed 100%*) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation), without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)

(3) Describe special rules applicable to deferrals on bonus payments: \_\_\_\_\_

[*Note: If this subsection (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3(e).*]

(c) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: \_\_\_\_\_

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

(a) \_\_\_\_\_% of Plan Compensation for a payroll period.

(b) \$\_\_\_\_\_ for a payroll period.

(c) Describe: \_\_\_\_\_

[*Note: If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3.*]

6A-4 **CATCH-UP CONTRIBUTIONS.** Catch-Up Contributions (as defined in Section 3.02(c)(2)(iv) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

Catch-Up Contributions are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals (as defined in Section 3.02(c)(2)(v) of the Plan) are not permitted under the Plan, unless designated otherwise under this AA §6A-5.

(a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [*Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8(b) below. Roth Deferrals may not be made prior to January 1, 2006.*]

(b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (As described under Section 7.11(b)(2) of the Plan for default distribution rules if a Participant fails to designate the appropriate

Account for corrective distributions from the Plan, such distribution may be withdrawn equally from both the Pre-Tax Salary Deferral Account and the Roth Deferral Account or the Employer may withdraw such amounts first from either the Pre-Tax Salary Deferral Account or the Roth Deferral Account.)

Alternatively, the Employer may designate the order of distributions as listed below:

- (1) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
- (2) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
- (3) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

(c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) below must be checked.

- (1) **Effective date.** Effective \_\_\_\_\_ [not earlier than 1/1/2013], a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

*[Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) above as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]*

(2) **In-Service Distribution.**

- (i) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. *[Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]*
- (ii) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- (i) Pre-tax Salary Deferrals
- (ii) Employer Contributions
- (iii) Matching Contributions
- (iv) After-Tax Contributions
- (v) Rollover Contributions
- (vi) Employer Pick-Up Contributions
- (vii) Describe: \_\_\_\_\_

*[Note: Any contribution sources described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.]*

- (4) **Limits applicable to In-Plan Roth Conversions.** No limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).
- (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).
- [Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion. See Section 6.09 of the Plan.]*
- (ii) A Participant may not make an In-Plan Roth Conversion of less than \$\_\_\_ (may not exceed \$1,000).
- (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.
- [Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]*
- (iv) Describe: \_\_\_\_\_
- [Note: Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.]*
- (5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).
- (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 7.10 of the Plan.
- [Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 7.10 of the Plan. Thus, for example, a Participant may not take an in-service distribution of amounts attributable to Salary Deferrals prior to age 59½.]*
- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the Plan and AA §B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.
- [Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]*
- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6).
- (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account.
- (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time.
- (iii) Describe distribution options: \_\_\_\_\_
- (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: \_\_\_\_\_

#### 6A-6 SALARY DEFERRAL ELECTIONS.

- (a) **Change or revocation of deferral election:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment and the Participant will need to make a new election upon rehire.

- Participant’s affirmative election does not cease upon termination of employment.** If this subsection (b) is selected, a terminated Participant’s affirmative election to defer (or to not defer) **will not cease** upon termination of employment and the Participant’s affirmative election to defer (or to not defer) in effect at the time of employment termination will apply upon rehire.

*[Note: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures.]*

**6A-7 AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.02(c)(2)(iii) of the Plan, unless provided otherwise under this AA §6A-7.

- (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

- (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:

- (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- (ii) \_\_\_\_\_ *[insert date no earlier than the Effective Date of the Plan]*
- (iii) As set forth under a prior Plan document. *[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]*

- (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.02(c)(2)(iii) of the Plan. *[Note: Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Code §414(w).]*

- (i) **Automatic deferral amount.**

- (A) \_\_\_\_% of Plan Compensation.
- (B) \$\_\_\_\_\_.

- (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount.

- (A) \_\_\_\_% of Plan Compensation.
- (B) \$\_\_\_\_\_.
- (C) If this (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:

- (D) \_\_\_\_% of Plan Compensation.
- (E) \$\_\_\_\_\_.
- (F) Describe: \_\_\_\_\_

*[Note: Any special application of the automatic increase provisions must be definitely determinable and must provide for Employer discretion.]*

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3):

- (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:

- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i) above. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
- (D) Describe: \_\_\_\_\_
- (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant's affirmative deferral election will expire:
  - (A) at the end of each Plan Year.
  - (B) Describe date that the affirmative election will expire: \_\_\_\_\_  
*[Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.]*If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.
- (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
  - Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. *[Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.]*
- (v) **Special rules:** \_\_\_\_\_  
*[Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.]*
- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
  - (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the first Plan Year following the date automatic contributions begin.
  - (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the \_\_\_\_\_ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
  - (iii) **Effective date.** The automatic increase described under subsection (2)(ii) above is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
    - (A) The anniversary of the Participant's date of hire.
    - (B) The anniversary of the Participant's first automatic deferral contribution.
    - (C) The first day of each calendar year.
    - (D) Other date: \_\_\_\_\_

- (iv) **Special rules:** \_\_\_\_\_
- (5) **Treatment of terminated Employees who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee terminated employment).
- (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant’s deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
- (ii) **Describe special rules applicable to rehired employees:** \_\_\_\_\_
- [*Note: Any special rules under this subsection (ii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable.*]
- (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
- (1) **Permissible withdrawals allowed.** An Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissible withdrawal, but only with respect to default contributions made after the Employee’s return to employment.).
- The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to termination of employment.
- (2) **No permissible withdrawals.** The permissible withdrawal provisions under this subsection (b) are not available.
- (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_\_ days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- (c) **Other automatic deferral provisions:** \_\_\_\_\_

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.02(c)(2)(i) of the Plan.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

- (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- (2) \_\_\_\_\_ (insert date no earlier than the date the Plan is executed by the Employer).
- (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of \_\_\_\_\_. [*If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.*]

**SECTION 6B**  
**MATCHING CONTRIBUTIONS**

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- Yes.**
- No.** [*If “No” is checked, skip to Section 7.*]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below. [See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan.]

(a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as a uniform percentage of Eligible Contributions, unless designated otherwise below. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)

(1) Discretionary matching contributions will be allocated as a flat dollar amount.

(2) Allocation of discretionary Matching Contribution determined by written instructions to Plan Administrator (or Trustee). If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing: (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Eligible Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies (unless otherwise designated under AA §6B-5), and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas.

Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions no later than 60 days following the last date on which the discretionary Matching Contribution is made to the Plan for the Plan Year. If this AA §6B-2(a)(2) is elected, the written instruction requirement does not take effect until the first day of the Plan Year following the Plan Year in which this Plan's Cycle 3 restatement is executed.

(b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

(1) \_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below.

(2) \$\_\_\_ for each period designated in AA §6B-5 below.

(c) **Matching Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make a Matching Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: \_\_\_\_\_

[Note: Insert the appropriate Matching Contribution formula from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.]

(d) **Tiered match.** The Employer may make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions as a percentage of Plan Compensation. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each tier.

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) Up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

(e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Eligible Contributions to all Participants based on Years of Service with the Employer. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Year of Service level.

Years of Service	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>



Years of Service	Fixed Match	Discretionary Match
------------------	-------------	---------------------

- |  |        |                          |
|--|--------|--------------------------|
| <input type="checkbox"/> (3) From ___ up to ___ Years of Service       | _____% | <input type="checkbox"/> |
| <input type="checkbox"/> (4) From ___ up to ___ Years of Service       | _____% | <input type="checkbox"/> |
| <input type="checkbox"/> (5) Years of Service equal to and above _____ | _____% | <input type="checkbox"/> |

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

*[Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the Plan.]*

- (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2) below.

(1) **Designated Employee groups.**

*[Note: Each group designation must describe a group of Employees which is definitely determinable with no Employer discretion.]*

(2) **Matching Contribution formulas.**

- (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1) above. The discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Employee group. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)

- (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1) above.

*[Note: Each separate rate of Matching Contribution must be definitely determinable and will be allocated uniformly to the members of the group.]*

- (g) **Describe special rules for determining Matching Contribution formula:** \_\_\_\_\_

*[Note: Any special rules may not provide for a discretionary Matching Contribution allocation formula, must be described in a manner that precludes Employer discretion and must satisfy the definitely determinable requirements of Treas. Reg. §1.401-1.]*

**6B-3 ELIGIBLE CONTRIBUTIONS.** Unless designated otherwise under this AA §6B-3, the Matching Contribution described in AA §6B-2 will apply to all Eligible Contributions authorized under AA §6-7 and/or AA §6A.

- (a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6B-2 will apply only to the Eligible Contributions selected below:

- (1) Pre-tax Salary Deferrals under AA §6A.
- (2) Roth Deferrals under AA §6A-5.
- (3) Catch-Up Contributions under AA §6A-4.
- (4) Voluntary After-Tax Employee Contributions under AA §6-7(a).
- (5) Mandatory After-Tax Employee Contributions under AA §6-7(b).
- (6) Employer Pick-Up Contributions under AA §6-7(c).

- (b) **Elective deferrals under another plan.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: \_\_\_\_\_

- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1) above: \_\_\_\_\_

[*Note: This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another qualified plan or Code §403(b) or Code §457(b) plan.*]

- (c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or multiple entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or multiple entry dates (or the Employer chooses to use the Plan's optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.

The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.

- (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: \_\_\_\_\_

[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions designated under AA §6B-3 are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4.

- (a) **Limit on amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions under AA §6B-3 that do not exceed:

(1) \_\_\_\_\_% of Plan Compensation.

(2) \$\_\_\_\_\_.

(3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

[*Note: If both subsections (1) and (2) above are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).*]

- (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

(1) \_\_\_\_\_% of Plan Compensation.

(2) \$\_\_\_\_\_.

- (c) **Special limits applicable to Matching Contributions:** \_\_\_\_\_

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions under AA §6B-3 and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

(a) payroll period

(b) Plan Year quarter

(c) calendar month

(d) Other: \_\_\_\_\_

[*Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this AA §6B-5.*]

[*Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. See Section 3.02(c)(3)(iii) of the Plan.*]

6B-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

- (a) **Application of allocation conditions.**

- (1) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (2) Allocation conditions only apply to discretionary Matching Contributions under the Plan.
- (3) Allocation conditions only apply to fixed Matching Contributions under the Plan.

[*Note: (2) or (3) above should be selected only if the Plan provides for both Fixed and Discretionary Matching Contributions.*]

(b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

(c) **Minimum service condition.** An Employee must be credited with at least:

(1) \_\_\_\_ Hours of Service during the Plan Year.

(i) Hours of Service are determined using actual Hours of Service.

(ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):

(A) Monthly

(B) Weekly

(C) Daily

(D) Semi-monthly

(E) Describe: \_\_\_\_\_

[*Note: Any description under subsection (E) above must be definitely determinable.*]

(2) \_\_\_\_ consecutive days of employment with the Employer during the Plan Year.

(d) **Exceptions.**

(1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:

(i) dies.

(ii) terminates employment due to becoming Disabled.

(iii) becomes Disabled.

(iv) terminates employment after attaining Normal Retirement Age.

[*Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.*]

(v) terminates employment after attaining Early Retirement Age.

[*Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.*]

(vi) is on an authorized leave of absence from the Employer.

(2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).

(3) The exceptions selected under subsection (1) above do not apply to:

(i) an employment condition designated under subsection (b) above.

(ii) a minimum service condition designated under subsection (c) above.

(e) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_

**SECTION 7  
RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE.** Normal Retirement Age under the Plan is:

- (a) Age 55 (not to exceed 65).
- (b) The later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_ (not to exceed 5<sup>th</sup>) anniversary of:
  - (1) the Employee’s participation commencement date (as defined in Section 1.68 of the Plan).
  - (2) the Employee’s employment commencement date.
- (c) Describe Normal Retirement Age: \_\_\_\_\_

*[Note: The Normal Retirement Age must be reasonably representative of the typical retirement age for the industry in which the Plan Participants work. A Normal Retirement Age of at least age 62 is deemed to be reasonable while a Normal Retirement Age under age 55 is presumed not to satisfy this requirement unless facts and circumstances show otherwise. Whether a Normal Retirement Age between 55 and 62 satisfies this requirement depends on the facts and circumstances. A Governmental Plan must comply with the final Normal Retirement Age regulations under Treas. Reg. §1.401(a)-1, as amended, effective for Annuity Starting Dates occurring in Plan Years beginning on or after the later of the two dates described in IRS Notice 2012-29. The Employer may use AA §7-1(c), for example, to describe a reasonable Normal Retirement Age that is between age 55 and 62 that takes into account service as well as age.]*

7-2 **EARLY RETIREMENT AGE.** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
  - (1) Attainment of age \_\_\_\_
  - (2) The \_\_\_\_ anniversary of the date the Employee commenced participation in the Plan, and/or
  - (3) The completion of \_\_\_\_ Years of Service, determined as follows:
    - (i) Same as for eligibility.
    - (ii) Same as for vesting
- (b) Describe. \_\_\_\_\_

**SECTION 8  
VESTING AND FORFEITURES**

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for any Employer and/or Matching Contributions that are subject to a vesting schedule under AA §8-2?

- Yes
- No [If “No” is checked, skip to Section 9.]

*[Note: “Yes” should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. “No” should be checked if the only contributions under the Plan are Salary Deferrals, After-Tax Employee Contributions and/or Employer Pick-Up Contributions. If the Plan holds Employer Contributions and/or Matching Contributions that are subject to vesting but the Plan no longer provides for such contributions, see Sections 6.03(d) and 6.11(e) of the Plan for default rules for applying the vesting and forfeiture rules to such contributions.]*

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under the Plan. See Section 6.02 of the Plan for a description of the various vesting schedules under this AA §8-2.

(a) **Vesting schedule for Employer Contributions and Matching Contributions:**

- | ER                                  | Match                    |                                       |
|-------------------------------------|--------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (1) Full and immediate vesting.       |
| <input type="checkbox"/>            | <input type="checkbox"/> | (2) Three-year cliff vesting schedule |
| <input type="checkbox"/>            | <input type="checkbox"/> | (3) Six-year graded vesting schedule  |

- | ER                       | Match                    |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (4) Modified vesting schedule          |
|                          |                          | ___% immediately on Plan participation |
|                          |                          | ___% after 1 Year of Service           |
|                          |                          | ___% after 2 Years of Service          |
|                          |                          | ___% after 3 Years of Service          |
|                          |                          | ___% after 4 Years of Service          |
|                          |                          | ___% after 5 Years of Service          |
|                          |                          | ___% after 6 Years of Service          |
|                          |                          | ___% after 7 Years of Service          |
|                          |                          | ___% after 8 Years of Service          |
|                          |                          | ___% after 9 Years of Service          |
|                          |                          | 100% after 10 Years of Service         |

- (5) Other: vesting schedule: \_\_\_\_\_

[*Note: If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.*]

- (b) **Special provisions applicable to vesting schedule:** \_\_\_\_\_

[*Note: This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or different Employee groups under the Plan. Any special provision must satisfy the pre-ERISA Code vesting requirements.*]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- (b) Service completed before the Employee's \_\_\_ birthday is excluded.
- (c) Describe vesting service exclusions: \_\_\_\_\_

[*Note: See Section 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.*]

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

- (a) dies
- (b) terminates employment due to becoming Disabled
- (c) becomes Disabled
- (d) reaches Early Retirement Age
- (e) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

- | ER                       | Match                    |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.  |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Vesting Computation Period.</b> Instead of the Plan Year, the Vesting Computation Period is: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) The 12-month period beginning with the Employee’s Employment Commencement Date and, for subsequent Vesting Computation Periods, the 12-month period beginning with the anniversary of the Employee’s Employment Commencement Date.</li> <li><input type="checkbox"/> (2) Describe: _____</li> </ul> <p><i>[Note: Any Vesting Computation Period described in this subsection (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i></p>   |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Elapsed Time Method.</b> Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee’s Employment Commencement Date (or Reemployment Commencement Date, if applicable) without regard to the Vesting Computation Period designated in Section 6.05 of the Plan. (See Section 6.04(b) of the Plan.)  |
| <input type="checkbox"/> | <input type="checkbox"/> | (d) <b>Equivalency Method.</b> For purposes of determining an Employee’s Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for vesting will be determined under the following Equivalency Method.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period.</li> <li><input type="checkbox"/> (7) <b>Describe Equivalency Method:</b> _____</li> </ul> <p><i>[Note: Any description of an Equivalency Method must be definitely determinable.]</i></p> |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) <b>Special rules:</b> _____<br><i>[Note: Any special rules under this subsection (e) must be definitely determinable.]</i>  |

8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6. (See Section 6.08 of the Plan.)

- (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.
- (b) If an Employee incurs at least \_\_\_\_\_ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan. *[Enter “0” if prior service will be disregarded for all rehired Employees.]*
- (c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
- (d) Describe any special rules for applying the vesting Break in Service rules: \_\_\_\_\_  
*[Note: Any special rules under this subsection (d) must be definitely determinable.]*

8-7 **ALLOCATION OF FORFEITURES.**

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)

- | ER                                  | Match                    |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) N/A. All contributions are 100% vested. [Do not complete the rest of this AA §8-7.]       |
| <input type="checkbox"/>            | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions. |
| <input type="checkbox"/>            | <input type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions.                                    |

For purposes of subsection (b) or (c) above, forfeitures will be applied:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs.                         |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under subsection (b) or (c):

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses. (See Section 6.11(d) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Forfeitures may not be used to pay Plan expenses.                                |

In determining the amount of forfeitures to be allocated under subsection (b) above, the same allocation conditions apply as for the source for which the forfeiture is being allocated, unless designated otherwise below.

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Forfeitures are not subject to any allocation conditions.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Forfeitures are subject to a last day of employment allocation condition.       |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement. |

In determining the treatment of forfeitures under this AA §8-7, the following special rules apply:

- |                          |                          |                     |
|--------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Describe: _____ |
|--------------------------|--------------------------|---------------------|

#### 8-8 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year. |
|--------------------------|--|

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-8(b).

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 6.08 of the Plan). |
|--------------------------|---|

- (c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-8(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 6.10(a)(2) do not apply. |
|--------------------------|---|

#### 8-9 SPECIAL RULE FOR FORFEITURE UPON DEATH OF A PARTICIPANT. Unless elected below, no vested benefits are forfeited upon the death of a Participant.

To modify this default forfeiture rule, check to box below.

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | The Plan will forfeit benefits (including vested benefits) upon the death of a Participant, if not precluded by law. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death. |
|--------------------------|--|

**SECTION 9**  
**DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT**

**9-1 AVAILABLE FORMS OF DISTRIBUTION.**

**Lump sum distribution.** A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

**Additional distribution options.** To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon termination of employment.
  - Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$\_\_\_\_\_.
- (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 7.01 of the Plan.
- (d) **Describe distribution options:** \_\_\_\_\_

*[Note: Any distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]*

**9-2 PARTICIPANT AND SPOUSAL CONSENT.**

- (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Section 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
  - (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
  - (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$\_\_\_\_\_.
  - (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
  - (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
  - (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this subsection (5).
- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.
  - (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$\_\_\_\_\_.
  - (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- (c) **Describe any special rules affecting Participant or Spousal consent:** \_\_\_\_\_



[*Note: Any special rules under this subsection (c) must be definitely determinable.*]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

- (1) the date the Participant terminates employment.  
 (2) the last day of the Plan Year during which the Participant terminates employment.  
 (3) the first Valuation Date following the Participant's termination of employment.  
 (4) the end of the calendar quarter following the date the Participant terminates employment.  
 (5) attainment of Normal Retirement Age, death or becoming Disabled.  
 (6) Describe: \_\_\_\_\_

[*Note: Any special rules under this subsection (6) must be definitely determinable.*]

- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 will receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

- (1) the date the Participant terminates employment.  
 (2) the last day of the Plan Year during which the Participant terminates employment.  
 (3) the first Valuation Date following the Participant's termination of employment.  
 (4) the end of the calendar quarter following the date the Participant terminates employment.  
 (5) Describe: \_\_\_\_\_

[*Note: Any special rules under this subsection (5) must be definitely determinable.*]

- (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the threshold for distributions upon termination of employment will be based on a vested Account Balance of \$\_\_\_\_\_.

- (d) **Describe additional distribution options:** \_\_\_\_\_

[*Note: Any additional distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.*]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

- (a) **Immediate distribution upon termination of employment.** Distribution will be made as soon as reasonable following the date the Participant terminates employment on account of becoming Disabled.

- (b) **Following year distribution upon termination of employment.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates employment on account of becoming Disabled.

- (c) **Describe:** \_\_\_\_\_

[*Note: Any distribution event described in this subsection (c) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

9-5 **DETERMINATION OF BENEFICIARY.**

- (a) **Default beneficiaries.** Under Section 7.07(c) of the Plan, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.

- If this subsection (a) is checked, the default beneficiaries under Section 7.07(c) of the Plan are modified as follows:

- (1) The Plan adopts the default beneficiary rules under Section 7.07(c) of the Plan, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant’s children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- (2) Describe other modifications to the default beneficiaries under Section 7.07(c) of the Plan: \_\_\_\_\_
- [Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant’s death benefit.]*
- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant’s death, unless designated otherwise under this subsection (b).
- If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant’s death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant’s death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)
- (c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.
- If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.
- [Note: Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.]*

**SECTION 10**  
**IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS**

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age _____. (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(d) A Hardship that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(h) The Participant has participated in the Plan for at least ____ (cannot be less than 60) months.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) The amounts being withdrawn have been held in the Trust for at least two years.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(j) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	N/A	N/A	(k) As a Qualified Reservist Distribution.
<input type="checkbox"/>	N/A	N/A	(l) Upon a deemed separation of employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services.

**Deferral**      **Match**      **ER**  
                              (m) Describe: \_\_\_\_\_

[*Note: No in-service distribution of Salary Deferrals is permitted prior to age 59½, except for Hardship, or Disability. If Normal Retirement Age or Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for purposes of determining eligibility to distribute Salary Deferrals (if subsection (f) or (g) above is checked under the Deferral column). If this Plan has accepted a transfer of assets from a pension plan (e.g., a money purchase plan), no in-service distribution from amounts attributable to such transferred assets is permitted prior to age 62, except for Disability.*]

**10-2 APPLICATION TO OTHER CONTRIBUTION SOURCES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6-7, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. Employer Pick-Up Contributions will not be eligible for in-service distribution.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions:

<b>Rollover</b>	<b>After-Tax</b>	<b>Pick-Up</b>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age ____ (Not greater than age 70 1/2)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship (that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Describe: _____

**10-3 SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- (b) A Participant may take no more than \_\_\_\_ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$ \_\_\_\_.
- (d) A Participant may not take an in-service distribution of more than \$ \_\_\_\_.
- (e) Unless elected otherwise under this subsection (e), the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 7.10(e)(5) of the Plan. If this subsection (e) is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 7.10(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 7.10(e)(1) of the Plan: \_\_\_\_\_  

[*Note: This subsection (f) may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.*]
- (g) If the Plan includes Accounts that hold inactive sources of contributions, the Employer may designate under this AA §10-3(g) the in-service distribution options available to such Accounts: \_\_\_\_\_
- (h) Other distribution rules: \_\_\_\_\_

**10-4 REQUIRED MINIMUM DISTRIBUTIONS.**

- (a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan applies. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.

Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under either the 5-year rule or the life expectancy method, as elected below:

- (1) The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.
- (2) The life expectancy method under Sections 8.02 and 8.04 of the Plan (and not the 5-year rule).
- (b) Describe any special rules applicable to required minimum distributions: \_\_\_\_\_

*[Note: Any special rule under this subsection (b) must satisfy the requirements of Code §401(a)(9). This subsection (b) may be used to override the default provision under Section 8.06(b) of the Plan. For example, the Employer may designate the life expectancy rules as the default rather than the five-year rule when a Participant or Beneficiary fails to make an election.]*

**SECTION 11  
MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

- (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) <b>Daily.</b> The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) <b>Monthly.</b> The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) <b>Quarterly.</b> The Plan is valued at the end of each Plan Year quarter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) <b>Describe:</b> _____

*[Note: The Employer may elect operationally to perform interim valuations, regardless of any selection in this subsection (a).]*

- (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: \_\_\_\_\_

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.02 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02 of the Plan.

- (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending \_\_\_\_\_.  
*[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]*
- (b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Participant who terminates employment on account of becoming disabled. (See Section 5.02(c)(7)(ii) of the Plan.)
- (c) **Special rules:** \_\_\_\_\_

*[Note: Any special rules under this subsection (c) must be consistent with the requirements of Code §415.]*

11-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.04 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.04 of the Plan, check the box below.

- (a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- (b) **Deemed separation from service.** Unless otherwise elected under AA§10-1(I), an individual shall not be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §401(k)(2)(B)(i)(I).

11-4 **ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan).** All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

An Employee may make a one-time irrevocable election not to participate under the Plan.

11-5 **TREATMENT OF CERTAIN BENEFITS.** The protected benefits rules under Code §411(d)(6) do not apply to the Plan. However, the Employer may describe below (or in a separate addendum attached to this Adoption Agreement) the treatment of certain benefits following events such as plan merger or consolidation, transfer of assets or similar events.

Describe treatment of benefits: \_\_\_\_\_

*[Note: If the benefit described here in the Plan or a plan being merged into the Plan is not either (i) available as a provision through the Pre-Approved Plan or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If the benefit described here in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date.]*

11-6 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the Plan apply.

The following special rules apply with respect to Multiple Employer Plans: \_\_\_\_\_

*[Note: Any special rules under this AA §11-6 must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).]*

**APPENDIX A**  
**SPECIAL EFFECTIVE DATES**

[*Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.*]

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:  
\_\_\_\_\_
- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:  
\_\_\_\_\_
- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:  
\_\_\_\_\_
- A-4 **Employer Contributions.** The Employer Contribution provisions under the Plan are effective as follows:  
\_\_\_\_\_
- A-5 **After-Tax Employee and Pick-Up Contributions.** The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under the Plan are effective as follows:  
\_\_\_\_\_
- A-6 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:  
\_\_\_\_\_
- A-7 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:  
\_\_\_\_\_
- A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:  
\_\_\_\_\_
- A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:  
\_\_\_\_\_
- A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:  
\_\_\_\_\_
- A-11 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:  
\_\_\_\_\_
- A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:  
\_\_\_\_\_
- A-13 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply, as follows:  
\_\_\_\_\_
- A-14 **Other special effective dates:**  
\_\_\_\_\_
- A-15 **Special effective dates for restated pre-approved plans:** Use this A-15 to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15.  
\_\_\_\_\_

**APPENDIX B  
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B, or any modifications to a separate loan policy describing the loan provisions selected under the Plan, will not affect an Employer's reliance on the IRS Favorable Letter. Loans are subject to any internal limitations or rules imposed by the Investment Arrangement or the service provider or platform.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

- (a) Yes  
 (b) No

B-2 **LOAN PROCEDURES.**

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.  
 (b) Loans will be provided under a separate written loan policy. [*Note: If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all active Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default provision, complete this AA §B-3:

- (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.  
 (b) A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.  
 (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.  
 (d) Describe limitations on receiving loans under the Plan: \_\_\_\_\_  
[*Note: Any limitation under subsection (d) must be definitely determinable and not provide any Employer discretion.*]

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.  
[*Note: If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.*]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete subsection (a) or (b) below.

- (a) A Participant may have \_\_\_ loans outstanding at any time.  
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.  
 (b) The minimum loan amount is \$\_\_\_\_\_.  
 (c) The maximum loan amount is \$\_\_\_\_\_.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- (a) The prime interest rate plus \_\_\_ percentage point(s).  
 (b) The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.  
 (c) Describe: \_\_\_\_\_

[*Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

- B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.
- (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 7.10(e)(1)(i) of the Plan.
  - (b) A Participant may only receive a Participant loan under the following circumstances: \_\_\_\_\_
- B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant’s entire Account Balance. To override this provision, complete this AA §B-9.
- The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.
- The cure period for determining when a Participant loan is treated as in default will be \_\_\_\_\_ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
  - (b) The cure period for determining when a Participant loan is treated as in default will be the greater of \_\_\_\_\_ days (cannot exceed 90) following the end of the month in which the loan payment is missed or the last day of the second calendar quarter following the calendar quarter in which the missed payment was due.
  - (c) The cure period for determining when a loan is treated as in default will be \_\_\_\_\_ days (cannot exceed 90) following the first missed loan payment.
- B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant’s primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years. To override this default provision, complete this AA §B-11.
- (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
  - (b) The loan repayment period for the purchase of a principal residence may not exceed \_\_\_\_\_ years (may not exceed 30).
  - (c) Loans for the purchase of a Participant’s primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable in full upon the Participant’s termination of employment. To override this default provision, complete this AA §B-12.
- A Participant loan will not become due and payable in full upon the Participant’s termination of employment.
- B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.
- B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- (a) A Participant may **not** renegotiate the terms of a loan.
  - (b) The following special provisions apply with respect to renegotiated loans: \_\_\_\_\_
- B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.
- Participant loans will not be available from the following contribution sources: \_\_\_\_\_
  - Participant loans will only be available from the following contribution sources: \_\_\_\_\_
- B-16 **SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan, unless required by State law. To override this provision, complete this AA §B-16.
- Spousal consent is required to receive a Participant loan.



B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

The following special rules will apply with respect to Participant loans under the Plan: \_\_\_\_\_

*[Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

**APPENDIX C**  
**ADMINISTRATIVE ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

**C-1 DIRECTION OF INVESTMENTS.** Are Participants permitted to **direct investments**? (See Section 10.07 of the Plan.)

- (a) No
- (b) Yes, but subject to the following restrictions:
- (1) No restrictions apply
- (2) Only for Accounts that are 100% vested
- (3) Specify Accounts: \_\_\_\_\_
- (4) Describe any special rules that apply for purposes of direction of investments: \_\_\_\_\_

*[Note: This subsection (4) may be used to describe special investment provisions for specific types of investments.]*

**C-2 ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

- (a) No
- (b) Yes
- (1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.
- (2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.
- (3) Describe any special rules for accepting Rollover Contributions: \_\_\_\_\_

*[Note: The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]*

**C-3 LIFE INSURANCE.** Are **life insurance** investments permitted? (See Section 10.08 of the Plan.)

- (a) No
- (b) Yes

**C-4 QDRO PROCEDURES.** Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.05 of the Plan (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.05 of the Plan and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

- (a) The Employer elects to have the requirements of Section 11.05 of the Plan apply to its Plan.
- (b) The requirements of Section 11.05 of the Plan do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

Describe domestic relations procedures: \_\_\_\_\_

**EMPLOYER SIGNATURE PAGE**

**PURPOSE OF EXECUTION.** This Signature Page is being executed for Morrow County Health District Retirement Plan to effect:

- (a) The adoption of a **new plan**, effective \_\_\_ [insert Effective Date of Plan]. [**Note:** Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 3 Pre-Approved Plans, pursuant to Rev. Proc. 2017-41.
  - (1) Effective date of restatement: 7-1-2021. [**Note:** Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.]
  - (2) Name of plan(s) being restated: Morrow County Health District Retirement Plan
  - (3) The original effective date of the plan(s) being restated: 7-1-1998
- (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 3 Pre-Approved Plans under Rev. Proc. 2017-41). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
  - (1) Effective Date(s) of amendment/restatement: \_\_\_\_\_
  - (2) Name of plan being amended/restated: \_\_\_\_\_
  - (3) The original effective date of the plan being amended/restated: \_\_\_\_\_
  - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: \_\_\_\_\_

**PRE-APPROVED PLAN PROVIDER INFORMATION.** The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the IRS Opinion Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

**Name of Pre-Approved Plan Provider (or authorized representative):** VALIC Retirement Services Company  
**Address:** 2929 Allen Parkway L-10 Houston, TX 77019  
**Telephone number:** 888-478-7020

**IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the Internal Revenue Service to the Pre-Approved Plan Provider as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2017-41. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #03. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs, or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Morrow County Health District  
(Name of Employer)

\_\_\_\_\_  
(Name of authorized representative) (Title)

Emily Roberts Feb 16, 2022  
Emily Roberts (Feb 16, 2022 10:15 PST) (Date)  
(Signature - Electronically signed)

**TRUST DECLARATION**

**This Trust Declaration may be used to identify and adopt the Trust associated with the Plan.**

*[Note: The Internal Revenue Service does not review the Trust Declaration, or the trust provisions associated with Pre-Approved Plans. Therefore, the provisions of the Trust Declaration, ASC Trust Agreement or any separate Trust agreement have not been approved by the IRS and the IRS opinion letter does not cover such Trust Agreement. The Provider, the Trustee and the adopting Employer should review the applicable Trust provisions, and any modifications thereto, with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]*

**Name of Plan.** Morrow County Health District Retirement Plan

**Name of Employer.** Morrow County Health District

**Effective date of Trust Agreement:** 7-1-2021

(a) **The Trust terms are:**

- (1) **Determined under the Trust provisions contained in the ASC Trust Agreement - Standard.**

*[Note: Trustee must complete the Trustee Signature section under Section (b) below.]*

- (i) **Directed Trustee.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.
- (ii) **Discretionary Trustee.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

**[Modification of ASC Trust Agreement Provisions.** The Employer may amend the Trust provisions as provided under Section 1.18 of the ASC Trust Agreement. Plan provisions will override any conflicting provisions in the Trust Agreement, including any modification thereto. The Provider and the adopting Employer should review any modifications of the ASC Trust Agreement with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

- (2) **Determined under a separate Trust agreement(s).** The Trust provisions are contained in a separate Trust Agreement that has been furnished to the Employer. Notwithstanding the terms of the Plan, the terms of the Trust Agreement shall control the rights and responsibilities of the Trustee with respect to the Trust and the assets held in such Trust.

**Name of Trustee.** \_\_\_\_\_

**Title of Trust Agreement.** \_\_\_\_\_

**Address of Trustee.** \_\_\_\_\_

*[Note: In using a separate Trust Agreement, the Trustee may adopt such Trust Agreement by either completing the Trustee Signature section under Section (b) below or may execute the separate Trust Agreement. In either case, the information above – Name of Trustee, Title of Trust Agreement and Address of Trustee – must be completed.]*

- (3) **Plan is funded with custodial accounts, annuity contracts and/or insurance contracts.** There is no Trust associated with the Plan because the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts.

*[Note: No signature is required under this Trust Declaration if the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts. The Employer or Plan Administrator may enter into a separate agreement with the custodian or insurance company. Such separate agreement must be consistent with the terms of the Plan.]*

**INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS**  
**ELECTIVE PROVISIONS**

These Elective Provisions provide for elections as allowed by the Final Regulations and the Hardship Distribution Interim Amendment, attached to the Basic Plan Document. In some cases, the Pre-Approved Plan Provider has Defaults as indicated by the items marked as Default under these Elective Provisions. If the adopting Employer approves of the Defaults of the Pre-Approved Plan Provider, the adopting Employer does not need to execute this Hardship Distribution Interim Amendment. If the adopting Employer wishes to override any of the Defaults of the Pre-Approved Plan Provider, the adopting Employer should make the appropriate election(s) in the Elective Provisions below and sign this Hardship Distribution Interim Amendment. If the Plan does not permit Hardship distributions, no elections should be made below.

**HD-1 SOURCES FOR HARDSHIP DISTRIBUTIONS**

(a) **Source accounts (not including earnings).** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(a)(8) or HD-1(a)(9) below or the effective date of a new Plan), a Participant may take an in-service distribution upon the occurrence of a Hardship that satisfies the Hardship distribution rules under Section 8.10(e) of the Plan, as amended by this interim amendment, with respect to the following sources:

- Default** (1) No change to current Plan sources available for Hardship distributions under AA §§10-1 and 10-2.
- (2) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (3) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- (4) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (5) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (6) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (7) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (8) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (9) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: \_\_\_\_\_

(b) **Earnings on source accounts.** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(b)(11) or HD-1(b)(12) below or the effective date of a new Plan), amounts available for Hardship distributions include earnings on the following available sources:

- Default** (1) Amounts available for Hardship include earnings on all available sources.
- (2) No change to current Plan rule (i.e., earnings are not available on Salary Deferrals, except for those on grandfathered (pre-1989) earnings, if applicable).
- (3) Pre-Tax Salary Deferral Account
- (4) Roth Deferral Account
- (5) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- (6) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- (7) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (8) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- (9) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- (10) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- Default** (11) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (12) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: \_\_\_\_\_

**HD-2 NEED TO OBTAIN ALL AVAILABLE LOANS** (Complete only if Employer maintains any qualified plan(s) that permits Participant loans.)

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-2(d) or HD-2(e) below or the effective date of a new Plan), if a Participant requests a Hardship distribution from any of the Accounts specified in HD-1 above and AA §§10-1 and 10-2, the Participant is **NO LONGER** required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
- Default** (b) No change to current Plan provisions. Participants are required to obtain all nontaxable loans available under the Plan and all plans maintained by the Employer.
- (c) Describe any special requirements with respect to the need to first obtain all available loans: \_\_\_\_\_
- (d) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- (e) Describe other effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: \_\_\_\_\_

**HD-3 SUSPENSION OF ABILITY TO MAKE SALARY DEFERRALS AND AFTER-TAX EMPLOYEE CONTRIBUTIONS DURING 2019.** (Applicable only to Plans that were using the safe harbor Hardship distribution suspension rule.)

*[Note: Under the Final Regulations, adopting Employers may continue to apply the suspension of Salary Deferrals and After-Tax Employee Contributions rules for the 2019 Plan Year. However, in no event, may the Plan provide for a suspension of an Employee's Salary Deferrals or After-Tax Employee Contributions as a condition of obtaining a Hardship distribution for Hardship distributions made on or after January 1, 2020.]*

- (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-3(d) below) and applicable to Hardship distributions made before January 1, 2020, if a Participant takes a Hardship distribution as permitted under the Plan, the Participant was NOT suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for any period of time after the receipt of the Hardship distribution.
- Default** (b) No change to current Plan provisions. For Hardship distributions made before January 1, 2020, the Participant continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
  - Suspensions on Hardship distributions made after July 1, 2019 will cease effective January 1, 2020.
- (c) Describe any special requirements with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable): \_\_\_\_\_
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: \_\_\_\_\_

**HD-4 APPLICATION OF SUSPENSION REQUIREMENT FOR PRE-2019 PLAN YEAR HARDSHIP DISTRIBUTIONS.** (Applicable only to Plans that were using the Hardship distribution suspension rule as of the last day of the 2018 Plan Year.)

- Default** (a) No change to current Plan provisions. A Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
- (b) Effective on the first day of the Plan Year beginning after December 31, 2018 (or such later date specified in HD-4(d) below), a Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year was no longer suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable).
- (c) Describe any special rules with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for Participants who have received pre-2019 Hardship distributions: \_\_\_\_\_
- (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: \_\_\_\_\_

**HD-5 OTHER APPLICABLE RULES.** Describe any other rules, such as conditions for receiving a Hardship distribution, not otherwise reflected in the Plan or Hardship Distribution Interim Amendment: \_\_\_\_\_

**HD-6 MEMORIALIZATION OF PRIOR OPERATION.** The elections in this Hardship Distribution Interim Amendment should reflect current Plan operations. The Employer may memorialize prior plan operations relevant to the implementation of the Final Regulations by describing such operations below: \_\_\_\_\_

**APPLICATION OF AMENDMENT**

Pursuant to Revenue Procedure 2015-36 and Revenue Procedure 2017-41 (as applicable), these Hardship Distribution Interim Amendment Elective Provisions have been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan. If the Employer wishes to override the Default elections of the Pre-Approved Plan Provider, the Employer (or the authorized representative of the Employer) must execute this Hardship Distribution Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

\_\_\_\_\_  
*(Name of Employer)*

\_\_\_\_\_  
*(Name of Authorized Representative, if applicable)* *(Title)*

\_\_\_\_\_  
*(Signature)* *(Date)*



# Streamline Platform - Subscription Agreement

CUSTOMER: **Morrow County Health District**

ORDER DATE: **Feb 23, 2022**

This Software as a Service Agreement (“Agreement”) is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 2321 P St, Sacramento, CA 95816 (“Company”), and the Customer listed above (“Customer”). This Agreement incorporates the [Streamline Terms of Service](#) and reflects current [Streamline Pricing](#) based on Annual Operating Revenue and partner discount applied, if applicable. [W9 is available online](#). **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#) .

SUBSCRIPTION ORDER (Monthly Recurring Price):

Name	Price
Streamline Web w/Engage Member 10m-20m	\$480.00
Streamline Portal w/Engage Member (2022 launch promotion) 10m-20m	\$320.00

One-Time Migration Costs: **\$0**  
Invoice Frequency: **Monthly**  
Additional Billing Details: **SDAO Member**

Order #: **7920034607**  
Original Order? **Original**  
**May 01, 2022**  
Billing Start Date:

Billing Person:   
Billing Address:   
City, State, Zip:

Phone:   
Email:

**Streamline:**

Name:  
Title:  
Date:  
Signature:

**Customer:**

Name:  
Title:  
Date:  
Signature:

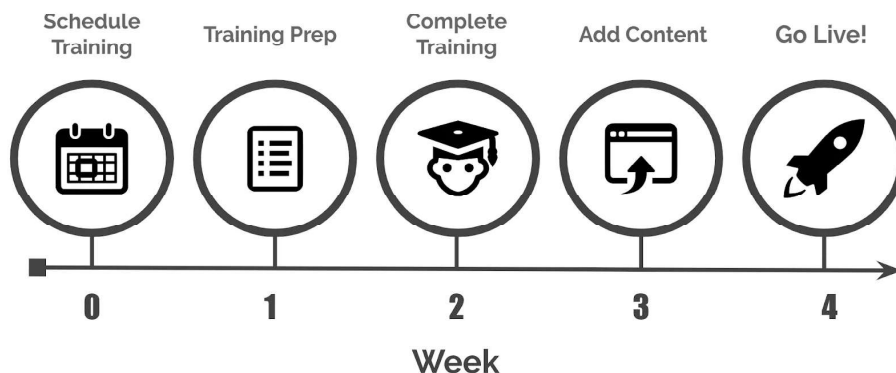


WHAT YOUR STREAMLINE WEB SUBSCRIPTION INCLUDES:

Technology	Setup and Training	Ongoing Support
Easy-to-use website tool allows you to control your content - no more waiting on a vendor or IT.	Initial website setup is free, and done before we meet - including information architecture (menu) best practices.	Unlimited support is included for anyone on your staff responsible for updating the website.
Built-in ADA compliance (the platform is fully accessible out of the "box").	Introduction to your state requirements so you know what needs to be posted.	Support system is built into your website - get help with the click of a button.
State-specific transparency dashboard with checkpoints for all posting requirements.	Training for your anyone on your staff via remote meeting to help you learn the system.	Unlimited hosting of content and files so you never have to "upgrade" your account.
Meeting dashboard with agenda reminders, one-click agenda and minute upload that takes seconds.	Free domain included (acmemud.specialdistrict.org) or connect your own custom domain / web address.	Extensive knowledge base of how-to articles and getting started guides are available 24/7.
Ongoing improvements to existing features included at no cost - your software will never be out of date.	Free SSL security certificate so that your site is served over https and visitors are protected.	Can't figure out how to send your question? That's ok, you'll have our technical support number, too.

***And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.***

TYPICAL ONBOARDING TIMELINE:







# Morrow County Health District

Morrow County Health District  
OR

Emily Roberts  
CEO  
emilyr@moco hd.org  
541-676-2915

Reference: 20220223-141313397  
Quote created: February 23, 2022  
Quote expires: March 25, 2022  
Quote created by: Maria Lara  
maria@getstreamline.com  
+1 (916) 900-6619

## Comments from Maria Lara

Streamline Web (\$400/month) includes:

- Unlimited hosting, storage, and archiving
- Access to all Web tools, including Streamline Payments
- Domain name and security (SSL) certificate
- Unlimited support for all agency members (includes training, tickets, and office hours)
- Free set-up and migration

Streamline Engage (\$80/month) add-on includes:

- Unlimited email sends per month
- Unlimited subscribers and subscriber lists
- Automatic subscriber list cleaning
- Access to email analytics (including opens, clicks, bounces, and unsubscribes)

Streamline Portal (\$320/month) add-on includes:

- Unlimited hosting, storage, and archiving
- All Streamline platform tools
- Streamline Engage email tool (included with the Portal site for free)
- Free set-up and additional support for uploading and organizing all documents/content

The district has the ability to add Engage (for Web) or Portal to their subscription at any time.

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Streamline Web w/Engage Member 10m-20m	web_e_m_10m- 20m	1	\$480.00 / month	\$480.00 / month
Streamline Portal w/Engage Member (2022 launch)	portal_e_m_10m- 20m_pl	1	\$320.00 / month	\$320.00 / month

promotion) 10m-20m

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## Subtotals

Monthly subtotal \$800.00

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**Total \$800.00**

## Purchase Terms

All Streamline subscriptions are on a month-to-month basis and agencies can cancel at any time with 30 days' notice. All terms will be outlined on the Streamline Agreement form.

## Questions? Contact me



Maria Lara  
maria@getstreamline.com  
+1 (916) 900-6619

Streamline  
2321 P Street  
Sacramento, CA 95816  
US

## PHYSICIAN EMPLOYMENT AGREEMENT

This Physician Employment Agreement ("Agreement") is entered into this 28th day of February, 2022 by and between the Morrow County Health District, a political subdivision of the State of Oregon ("District") and Rodney Schaffer, MD ("Physician"). The commencement date of this Agreement shall be as set forth in Section 4.1.

### RECITALS

- A. Physician shall be licensed to practice medicine in Oregon. Failure to become licensed or maintain license shall render this contract NULL AND VOID.
- B. District owns and manages rural health care clinics ("Clinics"); located at 130 Thompson, Heppner; 220 North Main, Irrigon; 365 West 3rd Street, Ione; and Pioneer Memorial Hospital and Nursing Facility ("Hospital") P.O. Box 9, 564 E. Pioneer Drive, Heppner. District provides physician medical services ("Professional Services") for patients of Clinics and Hospital.
- C. District has a demonstrated need to employ Physician to provide Professional Services for patients of District and Physician desires to provide Professional Services for persons presenting at facilities of District, upon terms and conditions set forth herein.
- D. It is the intent of the parties to comply with all laws, regulations, and requirements applicable to physicians, clinics, hospitals, Medicare/Medicaid participants, and health care providers in general and they have endeavored to fashion this Agreement in compliance therewith.

### AGREEMENT

#### ARTICLE I – EMPLOYMENT

- 1.1**        **Employment:** The District hereby employs Physician to provide Professional Services for patients of District, and Physician hereby accepts such employment, upon terms and conditions set forth herein. The Physician shall provide the following:

<b>Pioneer Memorial Clinic</b>	Normal workweek is 4-5 days to be determined by Physician in consultation with District.
<b>Irrigon Medical Clinic</b>	Occasionally may be asked to fill in based on need/volumes.

<b>Ione Community Clinic</b>	Occasionally may be asked to fill in based on need/volumes.
<b>ER (On Call)</b>	Shared call with other providers as agreed upon.
<b>Hospital Patients</b>	As agreed upon / and required if taking ER call.
<b>Procedures</b>	As needed and qualified to perform.
<b>PA Supervision</b>	As needed and agreed upon.

**1.2 Physician's Professional Qualifications:** Physician represents and warrants to District as follows:

- a. Physician is or will become licensed to practice medicine in Oregon, and such license is in good standing, without restriction, probation, limiting condition or institution, or threat thereof, or of a proceeding seeking to impose a limitation;
- b. Physician is trained in Family Practice Medicine and is Board certified or board eligible.
- c. Physician holds an unrestricted DEA permit and an unrestricted right to participate in Medicare and Medicaid programs; and
- d. The Medical Staff application executed by Physician, a copy of which is attached hereto as Schedule A, is complete, true, accurate, and correct.

**1.3 Physician's General Duties:** The following shall be among Physician's general duties:

- a. "Physician shall abide by all policies, procedures, rules and regulations adopted, from time to time, by the District" that does not mitigate, violate, obstruct, compromise, or thwart Physician's professional, ethical, or moral tenants, ideals, or beliefs.
- b. Ensure that any person accepted by the District for treatment receives prompt and appropriate medical treatment;
- c. Conduct Physician's medical practice in a professional manner consistent with the applicable standards of care in the geographic area serviced by District (the "Community"), in accordance with the standards of applicable accrediting and certification bodies;

- d. Follow the administrative written directives established from time to time by District;
- e. Actively participate in District's initiatives to maintain and improve the quality, success, and reputation of the medical services provided by District;
- f. Maintain an unrestricted DEA permit;
- g. Maintain the right to participate in Medicare and Medicaid programs, without restriction, probation, or limiting condition;
- h. Provide Professional Services to District's patients/residents who are enrollees of HMOs, PPOs or other third party payer sponsored health plans (collectively the "Plans") in which District is a participating provider, and fully comply with all administrative requirements as well as requirements imposed upon District by such plans, unless such plan compromise medical care of the enrollee;
- i. Such other duties as shall be mutually agreed upon by Physician and District; and
- j. Preceptor for mid/level provider as needed.

**1.4 Status as Employee of District:**

Physician is an employee of District. District shall assume responsibility for patients for treatment at District and Physician shall provide Professional Services to patients accepted for treatment by District unless in the Physician's best medical judgment determines it is in the patient's best interest to not accept said patient for care. Except as required by law, District shall not control or direct the specific medical decisions of Physician. In all matters concerning the performance and administration of this Agreement, the District shall act through the Chief Executive Officer.

**1.5 Physician's Schedule:**

- a. Physician shall be available to provide Professional Services at District for such patient contact hours as agreed upon by Physician and District. On call schedule for Physician and all Physicians subsequently employed after the date of this Agreement will be mutually agreed upon.
- b. Physician may provide Professional Services for entities other than District ("Outside Services") but will not compete against District. Income generated from Physician performance of **approved** Outside Services shall belong to Physician. Physician shall be solely responsible for all obligations and liabilities related to

Outside Services. District consent to Physician providing Outside Services, however, shall not in any way be construed as a waiver of its rights under the covenant not to compete referred to in Article V below.

- c. District may assign, with consent, Physician to provide Professional Services at any District facility.

**1.6 Compliance with Quality Standards Applicable to District Medical Staff Members:**

- a. Physician shall, in the performance of Physician's duties and obligations hereunder, comply with all bylaws, rules and regulations, policies, procedures and standards of conduct adopted, from time to time, by the Medical Staff of District.
- b. Physician performance will be reviewed by District annually. The standards or criteria for such review shall be mutually agreeable by the District and the Physician. District shall not be in breach of this Agreement if it fails to conduct the performance evaluation within the stated time periods.

**1.7 Inspection of Books:** Physician may, upon minimum of 48 hours advance notice to District, inspect during normal business hours those books and records of District which are necessary to determine Physician's compensation.

**1.8 Quality Assurance Programs:** Physician shall cooperate with and participate in all quality assurance programs that may be established, created, or adopted for District.

**1.9 Education:** Physician shall attend continuing medical education programs as necessary to maintain Physician's license to practice medicine in Oregon, and other necessary permits and certifications.

**1.10 Reports and Records:** Physician shall promptly, completely, and accurately prepare and maintain (or cause to be promptly, completely, and accurately prepared and maintained) all reports, claims, correspondence, and records, including all medical records, as required by District related to Professional Services rendered by Physician at District, which reports, claims, correspondence records, and medical records shall belong solely to District. Failure to comply may result in suspension, termination, or fines pursuant to District policies.

Copies of all reports and records shall be made available to Physician at their request. Physician agrees to protect the confidentiality thereof pursuant to District policies.

**1.11**      **Notice of Actions:** Physician shall immediately notify District of any of the following actions:

- a. Loss, suspension, or imposition of probationary status with respect to Physician's license to practice medicine in Oregon or any other jurisdiction or the scheduling of a hearing or conference regarding the same;
- b. Any notice regarding the potential imposition or the actual imposition of a sanction upon Physician's right to practice medicine in Oregon or any other jurisdiction, including, but not limited to, the placing of Physician on monitored status;
- c. Any notice regarding the potential imposition or the actual imposition of a sanction by any professional medical organization in which Physician is a member;
- d. Probation, loss, suspension or reduction of Physician's clinical privileges at any other hospital or any other actions that affect Physician's medical practice at any other hospital;
- e. Any notice regarding the potential or actual loss, suspension, or restriction upon Physician's DEA permit or the scheduling of a hearing or conference regarding the same;
- f. Any notice regarding the potential or actual loss, suspension, or restriction upon Physician's ability to practice in Medicare or Medicaid programs or the scheduling of a hearing or conference regarding the same;
- g. Physician conviction of a criminal offense; and
- h. Physician's knowledge of any potential threatened or actual claim against Physician, District, or its employees.

## **ARTICLE II - RIGHTS AND DUTIES OF DISTRICT**

**2.1**      **Rights and Duties of District:** District shall manage District in all aspects of operation. Such authority shall include, but not be limited to, the determination of Physician and non-physician staffing levels. District shall provide all equipment, supplies, and non-physician personnel required for operations of District as determined by District.

## ARTICLE III - PHYSICIAN COMPENSATION AND BENEFITS

- 3.1 Physician Compensation:** District shall compensate Physician in the amount indicated by the attached Physician Hourly Rates sheet based on contract years served with the District, payable on the District's usual employee paydays. All compensation to Physician shall be subject to normal payroll withholdings and deductions. Additional compensation for supervisory or advisory roles will be by addendum to the agreement or by a separate agreement.
- 3.2 Employee Benefits:** District shall provide Physician with the benefits set forth in District employee handbook as specified for non-union employees including Long Term disability for Physicians as well as Medical, Dental, and Vision insurance for immediate family members including students. In addition, Physician is eligible for MCHD retirement contribution (401a) and Tax-deferred programs (457 and 403b) which may be amended by the District from time to time as prescribed by law. The policies in the employee handbook and the District Policies and Procedures Manual shall apply to Physician except as they may be inconsistent with this Agreement, in which case they shall be superseded by this agreement.
- 3.3 Vacation, Sick Leave, Holidays, and Continuing Education:** In each 12-month period of employment, Physician shall be entitled to paid time off and continuing education benefits as described in the attached Physician Paid Time Off & Continuing Education document.
- 3.4 Malpractice Insurance:** District shall provide Physician with medical malpractice insurance, current and extended endorsement (tail coverage), in amount, in form, and with an insurance company to be determined by District in its sole and absolute discretion but to be no less than \$1 million/\$3 million.
- 3.5 Relocation & Sign-on Bonus:** District shall pay the Physician a \$20,000 sign on bonus and \$15,000 for relocation. Both amounts shall be paid through payroll and treated as taxable wages.

## ARTICLE IV - TERM AND TERMINATION

- 4.1 Term:** This Agreement shall commence no later than August 1, 2022 and shall continue through July 31, 2025 unless either party gives 120 days' notice of termination or resignation. Physician's employment may be terminated only for good cause shown or if District provides 120 days' notice of termination. A three-year



renewal of this Agreement may be available to Physician if District does not provide notice of termination.

**4.2 Termination:**

- a. District may terminate this Agreement for good cause without advance notice. "Good cause" shall include material breach of or failure to perform the terms of this Agreement; an unfavorable performance evaluation as provided in Section 1.6b; misconduct, including but not limited to conviction of a felony; or material misrepresentation or misstatement on the Medical Staff application incorporated herein by this reference or otherwise attached hereto as schedule A. Upon such termination, Physician shall be paid all compensation due to the date of termination.
- b. This Agreement shall automatically terminate upon death of Physician or inability of District or Physician to complete any portion of this Agreement.

**4.3 Vacation of Premises:** Physician shall vacate District premises immediately upon termination of this Agreement and surrender to District all property of District, including but not limited to keys to District premises and all storage areas therein, computers, pagers, and cellular telephones.

**ARTICLE V - COVENANT NOT TO COMPETE**

**5.1 Covenant Not to Compete:** Physician agrees he/she has received proper and timely statutory notice of the following terms and conditions of employment in accordance with Oregon law, and has received a copy of this Agreement at least two weeks before signing same. For a period of 18 months after termination of Physician's employment, Physician shall not provide medical services of any kind in Morrow County. Unless otherwise permitted by the written consent of the District, Physician shall not, on their own account or as an employee, landlord, lender, trustee, associate, consultant, partner, agent, principal, contractor, owner, officer, manager, director, member or stockholder of any other capacity, directly or indirectly, in whole or in part, for a period of 12 months after termination of Physician's employment for any reason or under any circumstance:

- a. Engage in any activities that are in competition with the District, including the operation of any medical practice or offering of any medical services that are similar to services offered at the practice sites of the District at which Physician provided services during their employment and upon expiration or termination of their employment;

- b. Hire, solicit or encourage the resignation of any employee of the company with whom Physician had a working relationship during that Physician's employment with the company;
- c. Solicit or divert patients with whom the Physician had personal contact during such employment;
- d. Influence or attempt to influence any payer, provider or other person or entity to cease, reduce or alter any business relationship with the District relating to any practice site; or
- e. Influence or attempt to influence any person or entity who is a contracting party with the District during the time of their employment, or at any time thereafter during the non-competition period, to terminate any written or oral agreement with the District or any affiliate of the District.

In the event any arbitrator or court of competent jurisdiction should determine that any prohibition under this Article is unfair, illegal, or inequitable, it is the intention of the Parties that, once such determination is made, then this Article shall not be rendered void or unenforceable. Instead, the arbitrator or court shall scale down the time period and/or geographic area, as appropriate, so as to preserve the validity of this Article, in which this Article is to be deemed to have been intended by the Parties to exclude such excess time period and/or geographic area and otherwise be effective. This Article survives and shall remain enforceable after the termination or expiration of this Agreement.

Physician understands that this Article and compliance with same is a key condition to his/her employment with the District and that it is based on good and sufficient consideration, which the Parties hereby acknowledge. The parties recognize that irreparable injuries would occur in the event of a breach and there are substantial difficulties with estimating monetary and other consequential damages caused by a breach of this Article and, therefore, mutually agree that the District is entitled to immediately file suit for declaratory and/or equitable relief in Circuit Court seeking to immediately enjoin Physician from practicing medicine or proceeding with conduct that would be in violation of this Article. Physician also understands that this remedy is not the exclusive remedy available to the District and that the District may elect to pursue any other remedy authorized in the law, including but not limited to seeking disgorgement of Physician's profits acquired as a result of the breach, consequential damages, and/or any other losses, damages or injuries that result therefrom.

## ARTICLE VI - MISCELLANEOUS

### 6.1 **Patient/Resident Fees:**

- a. District, in its sole and absolute discretion, shall establish fees to be charged to patients/residents of District. All such fees will be billed and collected solely by District and will belong to it.
- b. Physician hereby assigns all rights, title, and interest Physician may have in payments for Professional Services to District and agrees not to bill separately or to in any way impair the right or ability of District to bill and collect for such services.
- c. Physician shall cooperate with the District and execute any documentation necessary to effectuate the assignment of fees described herein.

### 6.2 **Patient Records:** District is the owner of all patient/resident records. District shall have the right, subject to applicable law, to freely transfer patient/resident records and other assets of District to any other party.

### 6.3 **Arbitration:** Any dispute concerning the interpretation, enforcement, implementation, termination, or damages for breach of this Agreement or agreements ancillary hereto shall be submitted to binding arbitration. All arbitration hearings shall be held in Heppner, Oregon and conducted pursuant to rules of the American Arbitration Association. The parties shall select an Arbitrator, and if the parties cannot agree on an Arbitrator within 30 days of a demand for arbitration, an Arbitrator shall be selected by the Presiding Judge of the Morrow County Circuit Court. The decision of the Arbitrator shall be enforced with the same effect as a decree of a court having competent jurisdiction. Any fees and expenses of the Arbitrator or Court Reporter assisting in any hearing shall be included in the award of damages to the prevailing party. The parties will pay their own respective costs and expenses, including attorney fees; provided, however, if a party fails to proceed with the arbitration, unsuccessfully challenges the Arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award.

### 6.4 **Assignments:** This Agreement is personal to Physician. Nothing contained in this Agreement shall be construed to permit assignment of any Physician's rights or delegation of Physician's duties under this Agreement and such assignment is expressly prohibited.

**6.5      Illegality/Severability:** If, for any reason, any part, or provision of this Agreement, including but not limited to, the covenant not to compete, or any provision relating to termination of this Agreement, shall be deemed by a court or by an Arbitrator pursuant to Section 6.3 above to be legally invalid or unenforceable, the validity of the remaining parts and provisions of this Agreement shall not be affected thereby and such provision(s) shall be deemed modified to the minimum extent necessary to make such provision(s) consistent with the applicable law. In its modified form, such provision(s) shall be enforceable.

**6.6      Notice:** Any notice or consent required or desired to be given with respect to this Agreement shall be in writing and shall be deemed delivered effective when personally delivered or three (3) days after it is deposited in the United States Mail, postage prepaid, registered or certified, and correctly addressed to the party intended to receive notice at the party's address set forth below, or such other addresses as a party may have specified by a prior written notice to the other party:

District:  
Chief Executive Officer  
Morrow County Health District  
P.O. Box 9  
564 E. Pioneer Drive Heppner, OR 97836

Physician:  
Rodney Schaffer, MD

**6.7      Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein, and it supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties, or their representatives insofar as the subject matter of this Agreement is concerned. There shall be no modifications hereunder unless it is in written form and signed by the parties. It is agreed by each of the parties that there have been no representations or warranties except those expressly contained in this Agreement.

**6.8      Compliance with Law:**

- a. Medicare Disclosure Provision. For the purpose of implementing Section 1861(v) (1) (i) of the Social Security Act, as amended and any written regulation thereto, District agrees to comply with the following statutory requirement governing the maintenance of documentation to verify the cost of services rendered pursuant to this Agreement. Until the expiration of four years after furnishing of the services provided under this Agreement, Physician shall, upon written request, make

- available to the Secretary of the US Department of Health and Human Services or, upon written or oral request make available to the US Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of those services. If District, through its employee physicians, or contract physicians, carries out the duties of this Agreement through a subcontract for ten thousand dollars (\$10,000) or more, over a twelve (12) month period, with a related organization, the subcontract will also contain an access clause to permit the Secretary, Comptroller General, and their representatives access to the related organizations, books, and records.
- b. No Reciprocation Outside Agreement. The parties hereby acknowledge and agree that none of the benefits derived hereunder require or are in any way contingent upon the admission, recommendation, referral, or any other arrangement for the provision of any item or service by any of the parties to any entity or person, including but not limited to District. Further, no party hereto has entered into this Agreement with the intention of inducing or accepting inducement for such referrals.
- c. Safe Harbor Regulations. The Department of Health and Human Services has promulgated final rules (the "Regulations") setting out certain "safe harbors," defining practices which will not be considered in violation of 42 CFR Section 1320(a)-7(b). The parties hereby wish to comply with these rules and have endeavored to fashion this Agreement in compliance therewith. Further, the parties hereby agree that this Agreement will automatically be amended so that its terms conform to any changes in the Regulations, or any future final rules establishing new "Safe Harbors." If, within sixty (60) days following issuance of such changes in the regulations or issuance of new rules, such amendments cannot be made or if the parties cannot agree how such amendments should be properly made, this Agreement will terminate immediately upon written notice by either party to the other party.

**6.9 Termination in the Event of Government Action:** If any legislation, rules, regulations or procedures are duly passed, adopted or implemented by any federal, state or local government or legislative body, or private agency, or if District or Physician receives notice of any actual or threatened decision, finding, or action by any governmental or private agency, court, or other third party (collectively referred to as "Action") which, if and when implemented, would have the effect of (i) denying expected reimbursement for all or a substantial portion of the professional fees charged for professional services rendered by District, or (ii) subjecting Physician or District or any of their officers, directors, employees or agents to civil or criminal prosecution, or other adverse proceeding in relation to this Agreement, Physician and

District shall attempt to amend this Agreement or alter the operation of District or Physician's practice herein in order to avoid the action. If the parties hereto, acting in good faith, are unable to make amendments or alterations to meet the requirements of the agency, court or third party in question in sufficient time to avoid the Action, or alternatively, the parties determine in good faith that compliance with such requirements is impractical or unfeasible, this Agreement shall immediately terminate.

**6.10 Governing Law:** The validity, interpretation, performance, remedies, and all other issues arising under or out of this Agreement shall be governed by Oregon law.

**6.11 Heading:** Headings have been inserted solely for the ease of use and shall not be used to interpret, qualify, or restrict provisions, which appear there under.

**6.12 Waiver:** Neither party shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by the party. No delay or omission on the part of any party in exercising any right shall waive such right. A waiver by a party of a breach of any provision of this Agreement shall not waive or prejudice the party's right to otherwise demand strict compliance with that or any other provision in the future.

**6.13 Physician May Not Act on Behalf of District:** It is specifically understood and agreed that Physician shall have no authority to act on behalf of or bind District with respect to any contract or agreement.

**6.14 Confidentiality:**

- a. Except as required by law, no party hereto shall disclose this Agreement, the substance of either this Agreement or any information it shall acquire in the course of its performance hereunder to any person or entity who or which is not a party hereto, except to those employees or agents of either party, including accountants and attorneys, whose assistance is necessary to either party's performance of its respective duties and obligations hereunder. In the event that one of the parties hereto discloses the terms of this Agreement to any third party not authorized to receive said disclosures, such shall be grounds for immediate termination of this Agreement, as determined by District in its sole discretion.
- b. All patient lists and demographic and marketing information regarding District's medical practice is the personal property of District and constitutes confidential trade secrets of District, which comprise the substance of District's business. The unauthorized use, reproduction, or dissemination or publication of such

information constitutes a violation of District's exclusive right to the use of such information, and any action or attempt on the part of Physician to utilize such records for any purpose not specifically permitted hereunder shall give rise to a right to recover damages and obtain injunctive and any other relief available under Oregon law on the part of District. Physician expressly acknowledges and agrees that all patients to whom medical services may be rendered under the terms of this agreement are and will remain District's patients.

- c. Any patient information received by or divulged to Physician with respect to patients of District is privileged and shall not be divulged except as required by law or as permitted by law for medical professional purposes, and in accordance with any applicable rules and regulations of District, without the prior express written permission of the patient.

**6.15 District Right To Hire Other Physicians and Engage in Other Businesses:**

District, at its sole and absolute discretion, shall have the right at any time to enter into agreements with any other physician with whom District wishes to employ or contract with for the purpose of providing professional services to District's patients and to engage in any business or professional activities of any kind or nature whatsoever.

**6.16 Agreement Creates No Ownership Rights:** Except as specifically provided in this Agreement, Physician shall have no interest arising from or by reason of this Agreement in the ownership of the equipment, accounts receivable, medical and other patient records, books of account or other property of the District, including both tangible and intangible assets (including but not limited to any goodwill or going concern value associated with District's or any clinic's business or logos).

**6.17 No Third-Party Liability:** Except as otherwise provided by law or as specifically agreed by any person against whom a claim for payment may be asserted, the obligations of District hereunder shall be solely those of District and shall not be deemed or construed to create any obligation or liability on the part of any member of the District Board, officer, or physician of District, any other individual or any other corporation or other entity or organization, regardless of any preexisting relationship between such individual, corporation, entity, or organization and District.

**6.18 Cooperation with Other District Physicians:** Physician agrees to reasonably cooperate with the other physicians who are on the Medical Staff of District.

**6.19 Conduct:**

- a. In accordance with District's zero tolerance to drugs policy, Physician agrees to abstain from the use of alcohol or drugs and from being under the influence of same during work hours, including while on call. Further, Physician acknowledges that the District's reputation would be adversely affected by any possession, manufacture, sale, or use of illegal substances or legal prescription medications without the appropriate license or prescription and illegal-use or abuse of alcohol even during non-working hours. Physician agrees to abstain from all such activities. Physician acknowledges that District conducts alcohol and drug screening for all new employees, and thereafter reserves the right to test for the use of alcohol or drugs for cause.
- b. Physician agrees to conduct themselves at all times in a professional and ethical manner, reasonably calculated to build and maintain good relationships with other professionals, referral sources, coworkers, patients and patients' family members. Ability to work harmoniously and efficiently and effectively with others is a condition to Physician's employment.

**6.20      Resignation:** Physician agrees to give District a 120-day advance resignation notice in writing. District may terminate Physician's employment at any time following such notice if determined to be in the best interest of District. District will pay Physician through the notification period of 120 days if Physician was and remains in full conformance with all applicable District policies and provisions of this Agreement. At no time, including during the notification period, shall Physician:

- a. Solicit District patients or inform District patients of their impending departure other than through District-authorized communication methods and content;
- b. Offer employment or a contract to any District employee or contractor prior to one year after Physician's termination from employment by District or solicit or encourage any such person to leave the District;
- c. Use District time to compete or to prepare to compete.

**1      Communications:** The parties agree to the following processes for an orderly separation of Physician and District in the event of termination of Physician's employment for any reason. District and Physician shall jointly prepare one or more written communications, which may be used by either party to inform patients and others of Physician's departure and the effective date, and the name of the continuing District physician who will assume responsibility for the specified patient's care or that of a group of patients. Such statements shall be without attribution of cause or reason for Physician's termination and without promotion or identification of any subsequent intended practice plans or employment or contract relationships with



Physician. No other communication shall be made by Physician to District patients, managed care plans, self-insured employers, the media, or to business organizations concerning the matters of Physician's prior affiliation with the District, their termination or the reasons therefore, nor shall any such communication be made to other physicians within District's referral area except to the extent Physician is making a specific application for employment or contract with such a Physician and is required in the course thereof to explain the circumstances of their termination except for the purposes of future Physician credentialing. For a period of one year following their termination, Physician shall not solicit or otherwise seek to induce or encourage transfer of the business or patronage of any patient, third party payer, or arranger of medical care with whom Physician has had any contact during their District employment or for whose patients Physician has provided care in their District employment. The parties agree that the above provisions are reasonable and necessary to protect legitimate District interests in its reputation and its relationship with patients and other business sources, and that District would be irreparably injured by Physician's breach of these obligations and, District shall be entitled to an injunction in court or in arbitration to prevent such breach. District shall further be entitled to recover damages in the amount of injury to its reputation and lost revenue from Physician in the event of their breach of these obligations.

**6.22**        **Survival:** The covenants, representations, warranties, and provisions of this agreement shall survive termination and shall be fully enforceable thereafter in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**PHYSICIAN**

**MORROW COUNTY HEALTH DISTRICT**

**By:** \_\_\_\_\_  
Rodney Schaffer, MD

**By:** \_\_\_\_\_  
Emily Roberts, CEO

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

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