

SONOMA VALLEY HEALTH CARE DISTRICT BOARD OF DIRECTORS

> AGENDA APRIL 2, 2020

**REGULAR SESSION 6:00 P.M.** 

# TO BE HELD VIA ZOOM VIDEOCONFERENCE

To Participate Via Zoom Videoconferencing (your laptop or iPAD needs a camera), click the link below: <u>https://zoom.us/j/625692100</u> and enter the Meeting ID: 625 692 100 (There is no password or participant code for this meeting.)

**To Participate via Telephone only (no video), dial: 1-669-900-9128 and Enter the Meeting ID: 625 692 100** 

In compliance with the Americans Disabilities Act, if you require special accommodations to participate in a District meeting, please contact District Clerk Vivian Woodall at <u>vwoodall@sonomavalleyhospital.org</u> at least 48 hours prior to the meeting.	RECOMMENDATION		
AGENDA ITEM			
<b>MISSION STATEMENT</b> <i>The mission of SVHCD is to maintain, improve, and restore the health</i> <i>of everyone in our community.</i>			
1. CALL TO ORDER	Hirsch		
2. BOARD CHAIR COMMENT	Hirsch		
<b>3. PUBLIC COMMENT</b> At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for Board consideration. At all times please use the microphone.	Hirsch		
<ul> <li>4. CONSENT CALENDAR <ol> <li>Board Minutes 03.05.20</li> <li>Finance Committee Minutes 03.24.20</li> <li>Policies &amp; Procedures</li> <li>Medical Staff Credentialing</li> </ol> </li> </ul>	Hirsch	Action	Pages 3-5 Pages 6-8 Pages 9-26
5. CHIEF OF STAFF REPORT	Brown	Inform	Page 27
6. RESOLUTION NO. 349 ACCEPTING AND AUTHORIZING SVHCD'S AMENDED AND RESTATED 403(b) NON-ERISA VOLUME SUBMITTER PLAN EFFECTIVE DECEMBER 20, 2019	McKissock	Action	Pages 28-72

7. RESOLUTION NO. 350 DECLARING A LOCAL EMERGENCY	Hirsch	Action	Page 73-75
8. BRANDING STRATEGY UPDATE	Mather	Inform	
9. FY 2021 STRATEGIC PLAN UPDATE	Mather	Inform	
10. CMO REPORT	Kidd	Inform	Pages 76-77
11. ADMINISTRATIVE REPORT FOR APRIL	Mather	Inform	Pages 78-80
12. FINANCIALS FOR THE MONTH ENDED FEBRUARY 29, 2020	Jensen	Inform	Pages 81-90
13. BOARD COMMENTS	Hirsch		
14. ADJOURN	Hirsch		

Note: To view this meeting you may visit <u>http://sonomatv.org/</u> or YouTube.com.



# SONOMA VALLEY HEALTH CARE DISTRICT BOARD OF DIRECTORS' MEETING MINUTES THURSDAY, MARCH 5, 2020

CITY COUNCIL CHAMBERS 177 FIRST STREET WEST, SONOMA, CA 95476

Healing Here at Home

	RECOMMENDATION		
<b>MISSION STATEMENT</b> <i>The mission of SVHCD is to maintain, improve and restore the</i> <i>health of everyone in our community.</i>			
1. CALL TO ORDER	Hirsch		
6:01 p.m.			
2. BOARD CHAIR COMMENT	Hirsch		
Mr. Rymer is excused. Ms. Hirsch mentioned a recent press release had been issued regarding the termination of Dr. Schafer.			
3. PUBLIC COMMENT	Hirsch		
Preston Sitterly mentioned hearing last fall that Ms. Mather would be leaving, but there has been no mention of it in the newspaper. He asked what the Board is doing and what has been done to fill this position.			
<ul> <li>4. CONSENT CALENDAR <ol> <li>Board Minutes 02.06.20</li> <li>Finance Committee Minutes 12.17.19</li> <li>Quality Committee Minutes 01.22.20</li> <li>Medical Staff Credentialing</li> </ol> </li> </ul>	Hirsch	Action	
		<b>MOTION</b> : by Mainardi to approve, 2 <sup>nd</sup> by Boerum. All in favor.	
5. DISTRICT HOSPITAL LEADERSHIP FORUM PRESENTATION	Lane	Inform	
Ms. Lane discussed the background of the DHLF which represents 34 districts and one municipal hospital in California for the sole purpose of assisting hospitals with reimbursement. It is funded by member dues on a sliding scale. Their first successful advocacy effort was the intergovernmental transfer program initiative. The DHLF has Federal and State lobbyists to assist in maintaining, improving, and adding programs.			
6. PERIOPERATIVE SERVICES EFFICIENCY & OPTIMIZATION PROJECT PRESENTATION	Lovejoy, Kobe, Clark	Inform	
The project was to establish baseline performance and develop metrics to create strategies to maximize efficiencies in perioperative services. The center has been steadily migrating to outpatient procedures every year. The center was challenged this past year to become much more efficient and really came through with their staffing budget. Current utilization is 87% which is optimal. Higher utilization increases the			

risk of error. The team visited surgery centers throughout the Bay Area to view and implement best practices.		
7. CMO REPORT	Kidd	Inform
Dr. Kidd mentioned SVH had a visit from the UCSF Surgery Dept. Chair recently and will explore further collaboration. SVH has a preliminary commitment for a primary care physician to come to the community in June. She also gave an update on coronavirus outreach and communication.		
8. SVH OBSERVATIONS REPORT/CRITICAL ACCESS HOSPITAL STATUS UPDATE	Mather	Inform
Ms. Mather said the critical access criteria were investigated and SVH does not meet either the 15 mile or the rural hospital criteria. SVH receives a higher wage index being an urban hospital. The team will explore a legislative approach next, but it is a long shot.		
9. ADMINISTRATIVE REPORT FOR MARCH	Mather	Inform
Ms. Mather gave an update on the South Lot, where home foundations are going in. There will be a low income and mid income rental options. The hospital's new branding messages will be launched next week. There was a delay in the MRI project which will not come to the Board until June. The CT project is trending under budget. \$19.4 million has been raised toward the \$21 million goal. The new primary care physician will be based in Dr. Sebastian's office.		
10. FINANCIALS FOR THE MONTH ENDED JANUARY 31, 2020	Jensen	Inform
Mr. Jensen discussed the overall payer mix for January. Commercial was up to 24% but acuity was higher. Days of cash on hand were 20.4, A/R days were 38, A/P was slight under \$3 million, and A/P days were 42.4. Cash collections were slightly over goal for the month. Inpatient revenue was off by \$500,000, and there were lot of implant expenses. ER revenue and acuity were up but volume was down. The total operating margin was \$217,490 better than budget. After all activity, net income was \$453,868 better than budget. EBDA was \$873,000 vs. budget of \$657,000 and EBDA percent was 16.1% vs. budget of 13.4%. The cash forecast was on target.		
11. REVIEW FISCAL YEAR 2021 BUDGET ASSUMPTIONS	Jensen	Inform
Mr. Jensen reviewed the budget assumptions based on the 12 month period ended January 2020.		
12. RESOLUTION NO. 348 REGARDING REQUEST FOR PARCEL TAX ADVANCE	Jensen	Action
Mr. Jensen requested authority to move ahead with a parcel tax advance if one were needed.		<b>VOTE:</b> by roll call. Four present in favor with one absent.
13. BOARD COMMENTS	Hirsch	Inform

None		
14. ADJOURN	Hirsch	
Adjourned 7:28 p.m.		



# SVHCD FINANCE COMMITTEE MEETING **MINUTES** TUESDAY, FEBRUARY 25, 2019

Schantz Conference Room

Present	Excused Staff Public		lic			
Sharon Nevins via telephone Joshua Rymer via telephone Dr. Subhash Mishra via telephone Peter Hohorst Art Grandy Bruce Flynn	Susan Porth		Kelly Mather, CEO via telephone Ken Jensen, CFO Sarah Dungan, Controller Dawn Kuwahara Kimberly Drummond	Luis Sa	uis Sarmiento, Vertran Assoc., via telephone	
AGENDA ITE	M		DISCUSSION		ACTIONS	FOLLOW-UP
MISSION & VISION STATEMEThe mission of SVHCD is to maintain restore the health of everyone in our1. CALL TO ORDER/ANNOUND2. PUBLIC COMMENT SECTION	in, improve and c community. NCEMENTS	Nevins Called Nevins	to order at 5:00 pm			
2. TUDENC COMMENT SECTI		None				
3. CONSENT CALENDAR		Nevins				
		Minute	s from the 12.17.19 meeting were revie	ewed.	<b>MOTION:</b> by Flynn to approve, 2 <sup>nd</sup> by Grandy. All four members in the District in favor.	
4. RECOMMENDATION ON S ALTERNATIVE POWER	OLUTION FOR	Drumm	nond			
		had bee with the hospita The Un Operation	ummond mentioned that Plant Operatio en researching energy solutions for some e idea to reduce energy bills, cool the l, and serve as a backup for PG&E blac ison feasibility study, which Plant ions recommended, would be performed the hospital.	e time kouts.	<b>MOTION:</b> by Hohorst to approve the request to do a feasibility study, 2 <sup>nd</sup> by Flynn. All four members in the District in favor.	

	There was additional discussion regarding Unison's Co-Gen system and how it operates, potential advantages of installation and potential savings.	
5. RISK MANAGEMENT REVIEW	Jones	
	Ms. Jones gave an overview of the risk management program. SVH historically has a very low claims rate.	
6. OUTPATIENT DIAGNOSTIC CENTER UPDATE	Mather/Sarmiento	
	Ms. Mather reported the project was still on budget; then Mr. Sarmiento gave an update. By the end of FY 2020, \$9.8 million will have been spent on the project, and cash on hand would be \$3.6 million. A status report on the various subprojects is now included in the Committee packet.	
7. ADMINISTRATIVE REPORT	Mather	
	Ms. Mather reported that recruitment of another primary care physician was progressing. Three nurse practitioners had been hired in the Sonoma Family Practice. Rental of SVH's second floor to an outpatient dialysis company is moving along. SVH is working with UCSF on several initiatives, and UCSF is interested in renting space as well.	
8. FINANCIAL REPORT MONTH ENDED JANUARY 31, 2020	Jensen	
	Mr. Jensen reviewed the payer mix. Days' cash on hand was 20.4 for the month of January, A/R days were at 38, A/P was at \$2.9 million and 42 days. Inpatient revenue was down due to volume, ER volumes were down but the level of service was up. Gross patient revenue was over budget by \$1.3 million. Total operating revenue was over budget by \$517,000. Expenses were in line except for implant supplies and purchased services. Net operating income was \$1.2 million, or \$216,000 better than budget.	
9. REVIEW OF SECOND QUARTER FY 2020 CAPITAL SPENDING	Dungan	

	Ms. Dungan reviewed the capital spending report. The hospital had paid off Celtic Financing and GE financing. The MRI van will be paid off by March 1, 2020.		
10. REVIEW OF BAD DEBT AND CHARITY CARE	Jensen/Dungan		
	Bad debt for last year included \$1.9 million in writeoffs and \$300,000 for charity care. Ms. Dungan reviewed the patient payment process and alternatives available for patients without insurance and those in need of charity care, as well as patients who self pay or have high deductibles.		
11. REQUEST FOR PARCEL TAX ADVANCE	Dungan		
	An advance on parcel tax monies from the County was requested.	<b>MOTION:</b> by Hohorst to approve, 2 <sup>nd</sup> by Grandy. All four members in the District were in favor.	
BUDGET ASSUMPTIONS	Jensen/Dungan		
	Ms. Dungan reviewed the assumptions for the FY 2021 budget.		
11. ADJOURN	Nevins		
	6:20 pm		



# **Review and Approval Requirements**

The SVH departmental/organizational policies and/or procedures on the attached list have been reviewed and approved by organizational leaders for meeting all of the following criteria. All of these policies and procedures are:

- Consistent with the Mission, Vision and Values of the Sonoma Valley Health Care District
- Consistent with all Board Policy, Hospital Policy and Hospital Procedures
- Meet all applicable law, regulation, and related accreditation standards
- Consistent with prevailing standards of care
- Consistent with evidence-based practice

We recommend their acceptance by the Sonoma Valley Health Care District Board.

#### ORGANIZATIONAL

#### NEW:

# Management of the Social Needs Patients MS8610-105

Created to outline the management of patients who present to the hospital with social needs which prevent them from returning to their previous living environment and do not met inpatient admission criteria for medical necessity. This policy will assist medical staff in the management of the social needs of a patient who does not meet inpatient admission criteria.

#### Rapid Sequence Intubation (RSI) Kit MM8610-161

Required as part of the Plan of Correction due to CDPH finding.

# Sewage Overflow Response Plan CE8610-188

The Hospital experienced one major sewage flood and several minor sewage overflows in 2019. CDPH was present during a sewage overflow in Skilled Nursing and requested to see the policy for accessing sewage pipes in that unit. This policy is in response to a Skilled Nursing plan of correction. This policy was created as an organizational wide policy as flooding and sewage overflow can occur anywhere in the Hospital. It is important to document flood and sewage overflow response steps in order to adhere to Infection Prevention protocols during containment, clean-up and repair. This policy outlines communication, responsibilities, and procedures for a rapid response in order to protect patients, visitors and staff during a potentially hazardous event.

#### Care of Unassigned Unaffiliated Metabolic Bariatric Surgery Patients PC8610-190

To outline the emergency care of patients in need of a metabolic and bariatric surgeon who may or may not have a prior affiliation with a credentialed Sonoma Valley Hospital surgeon.

#### **REVISIONS:**

# Creutzfeldt-Jakob Disease Human Prion Disease IC8610-118

Hospital did not have a screening process for suspected CJD and Medical Imaging was used for lumbar puncture for patient with unspecified encephalopathy with CJD in the differential diagnosis. It has been determined that patients with suspected or confirmed CJD or other human prion disease require a higher level of care and therefore should be referred to a CJD treatment center e.g., UCSF. This includes screening patients with diagnostic tests e.g., lumbar puncture for 14-3-3 protein testing or for surgery. Patients who are admitted and have or may have risk factors for CJD that are recognized during the course of their



hospitalization, will be cared for in a manner that minimizes the risk of transmission of CJD until transfer to a higher level of care can occur.

# Investigational Drug Use MM8610-135

Added the language: "Basic information concerning the dosage form, route of administration, strength, actions, uses, side/adverse effects, interactions, and symptoms of toxicity of the investigational medication needed to safely administer the medication is obtained and made available for nursing staff on the unit in which the patient receiving the investigational drug is located." This language in the policy is a requirement of Title 22 DIV5 CH1 ART3-70263(o).

# Pharmacy and Therapeutics Committee MM8610-129

Clarified membership and voting as part of the Plan of Correction due to CDPH finding.

#### Sterile Compounding MM8610-117

Revisions were made to ensure compliance with CCR 1751.4(j) and USP 797 2012 revision due to findings during most recent Board of Pharmacy inspection.

#### Warming Fluids for IV and Irrigation Purposes, Storage and Handling of MM8610-112

Changed the maximum storage temperatures and times and updated attachment A. An updated manufacturer letter defining how long fluids may be stored at elevated temperatures was obtained and the policy needs to match it.

#### Emergency Operations Plan 2019 EP8610-100

Clarified the role the SNF plays in Emergency Operations Management at SVH. Review completed to fulfill annual update requirement and to meet the requirements of Title 22 for Skilled Nursing Facilities attached to an Acute Care Hospital.

# Hospital Evacuation during Disaster EP8610-101

Revised to include language codifying Skilled Nursing Unit role in Evacuation. Updated to fulfill Title 22 Life Safety requirement.

# Surge Policy to Manage Patient Influx EP8610-102

Revised to include language codifying Skilled Nursing Unit role in disaster management. Updated to fulfill Title 22 regulation.

# Tracking of On-duty Staff during a Disaster EP8610-104

Revised to include language codifying Skilled Nursing Unit role in disaster management. Updated to fulfill Title 22 regulation.

#### Fire Watch Policy CE8610-139

Additional NFPA requirements to the policy, CDPH contact update. Revised Fire Alarm out of service timeframe from 10 hours to 4 hours in a 24 hr. period.

#### Acuity Ratio and Staffing Plan-Nursing NS8610-102

Updating policy to reflect changes in departments and practice. Birth Center is no longer open.

Admission and Discharge Criteria By Unit PC8610-102

Elimination of SNF and Birth Center. Triannual review and these services no longer part of SVH.



#### Autotransfusion PC8610-109

Revisions were made to Addendum A per 3T Medical Systems Instructions for Use dated 8/2018. Previous instructions were from Stryker's Instructions for Use dated 2011. Distributer changed from Stryker to 3T Medical. Reviewed 3T Medical's current instructions for use.

#### Chain of Command GL8610-120

Policy language clarified and updated. SVH does not employ Charge Nurses or a Director of Nursing.

# Clinical Nursing Procedures PC8610-124

We've changed vendors from Lippincott to EBSCO. Better product.

# Code Blue-Broselow Carts and Emergency Medications QS8610-104

Removed vacutainers from Code Cart Drawer #2. Moved IV fluids for Broselow cart to drawer 9; updated contents of medication tray for Broselow Carts; added language stating who is responsible for the stocking and management of the different drawers in the crash carts and Broselow carts. Vacutainers frequently outdate and are not necessary in Codes due to abundance of vacutainers stocked in all nursing departments. It was a finding during CDPH survey that the pediatric drug tray contents were not adequate and the policy did not define who managed restocking each drawer of the carts.

#### Code Stroke Paging NS8610-124

Stroke paging protocol is being revised to delete 'stroke cleared' announcement. Rationale for stroke cleared announcement was to notify the Pharmacy to stand down on mixing tPA for infusion. Since tPA is now mixed by ED RNs, no need for additional overhead announcement.

<u>Death-Fetal or Newborn PC8610-130</u> Very minimal/minor changes. Triannual review.

Falls-Management QS8610-116

Removed language pertaining to SNF Added CIHQ reference. SNF no longer part of SVH.

Nursing Staffing Floating and Call-Off NS8610-108

Revision of language including floating to SNF. SNF staff no longer SVH employees.

# Orientation and Evaluation of Registry Personnel NS8610-110

Minimal language changes from Administrative Coordinator to Nursing Supervisor. Changed evaluation of registry to annual from quarterly. Triannual review.

# Plan for the Provision of Nursing Care NS8610-112

Removal of verbiage r/t: Birthing Center, Skilled Nursing Facility and Home Care. Triannual review. The above services discontinued at SVH.

<u>Pressure Ulcer Wound Care Assessment and Management PC8610-162</u> Removal of SNF language. Triannual review SNF no longer part of SVH nursing service.

Safe Baby Surrender Policy PC8610-164

Very minimal change. Triannual review.



#### Transporting of Monitored Patients PC8610-168

Minor removal of language around standard of practice that clearly includes documentation and use of oxygen if indicated. Triannual review.

#### Treat and Transfer of Patients GL8610-194

Cleaned up language regarding transfer of patients for services unavailable at SVH and/or staffing. Triannual review.

# Weekend Coverage NS8610-118

Cleaned-up language around weekend shift coverage and per diem requirements. Bring to current practice and HR policy. Triannual review.

# Code Grey - Aggressive Behavior Management CE8610-102

Changed language to reflect the Workplace Violence Prevention Program protocols. Changed language to add standardized initial response for calling a code. Aligned policy with new Workplace Violence Prevention Program.

#### Code Pink - Infant Pediatric Security CE8610-148

Changed title from Code Pink/Purple to just Code Pink. Remove language specific to the Hospital Birthplace unit that was closed. Policy reflects general communication and response plan in an infant/pediatric security event. Simplified code so it is one code to encompass infant AND pediatric abduction.

#### Code Silver - Hostage-Active Shooter CE8610-147

Documented initial response as the communication steps of notification. Updated bullet points for Run, Hide, Fight to call out patient care area details. Describes that individuals will need to make decisions to maximize the protection of life and what tactics to employ based on a quickly evolving event. Updated in preparation of staff training classes in April 2020 and Interagency Active Shooter Drill.

#### Hospital Evacuation during Disaster EP8610-101

Updates to the Exiting to remove departments and simplify exit routing. Add Skilled Nursing as a distinct entity from Hospital. CDPH requested Skilled Nursing to be included separately. Exit routes added as bullet points in each building section. Changed language on specific routes to safest and closest route. Added exit routes for off-site location and removed Department and Locations that are no longer valid.

#### Patient's Rights to Visitation PR8610-166

Removed all references to official visiting hours. Removed all references to newborn and pediatric units. Added protocol on how to resolve disputes regarding visitation.

#### Scope and Integration of Services GL8610-180

Removed Obstetrics and Home Care Services. Added Hospice Services. Reviewed/Updated per triannual review.

# **REVIEWED/NO CHANGES:**

Controlled Substance Distribution for Anesthesia MM8610-108 Drug Supply Chain Security MM8610-157 Floorstock Medications MM8610-121 High Alert Medications MM8610-131 Adult Hypoglycemia Protocol PC8610-108 Audibility of Clinical Monitoring Intervention Alarm Systems QS8610-102 Declotting Central Venous Access Devices PC8610-132



Pain Management QS8610-120 Patient Identification QS8610-122 Scheduling of Staff Nursing NS8610-114 Universal Protocol PC8610-170 Urinary Catheter Insertion-Maintenance Removal PC6810-172 Verbal Telephone Order Policy QS6810-130

# **RETIRE:**

Car Seat Safety PC8610-110 Nursing Education Reimbursement NS8610-104 Pediatric Informed Consent PR8610-168 Pediatric-Family Issues PC8610-152 PICC Line Insertion Peripherally Inserted Central Catheter PC8610-156 Standardized Procedure for Med Screening Exam for the Obstetrical Patient Performed by RN PC8610-166

# DEPARTMENTAL

# NEW:

# **Medical Records**

Amendment of Protected Health Information 8700-185

Policy created to address patient requests for amendments to protected health information authored by physicians or nursing staff.

# **REVISIONS:**

# **Nutritional Services**

# Diet Manual 8340-151

Organization has updated to a new diet manual. Removed reference to old diet manual. Removed reference to online diet manual from the Academy of Nutrition and Dietetics. Changed review of diet manual from every 3 years to annually with revision and approval at least every 5 years per regulations. Online diet manual does not match official approved diet manual to be used.

# **Emergency Department**

# Emergency Initial Assessment Triage 7010-01

Patients arriving via EMS ambulance may potentially be placed in the waiting room after a hand-off has been accomplished between the nurse and the EMS personnel and triage by a qualified RN (ESI levels 3-5 only).



# SUBJECT: Management of Social Needs Patients

POLICY: MS8610-105

DEPARTMENT: Organizational

PAGE 2 EFFECTIVE:

REVISED:

# PURPOSE:

To outline the management of patients who present to the hospital with social needs which prevent them from returning to their previous living environment and do not meet inpatient admission criteria for medical necessity.

# POLICY:

To follow the Management of Social Needs Patients flow chart.

# PROCEDURE:

Refer to Management of Social Needs Patients flow sheet (Appendix A).

# **APPENDICES:**

Appendix A: Management of Social Needs Patients

**OWNER:** Chief Medical Officer

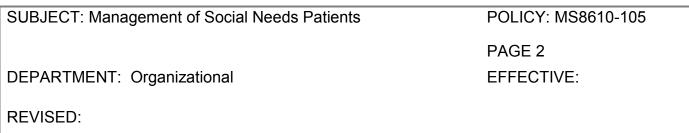
# AUTHORS/REVIEWERS:

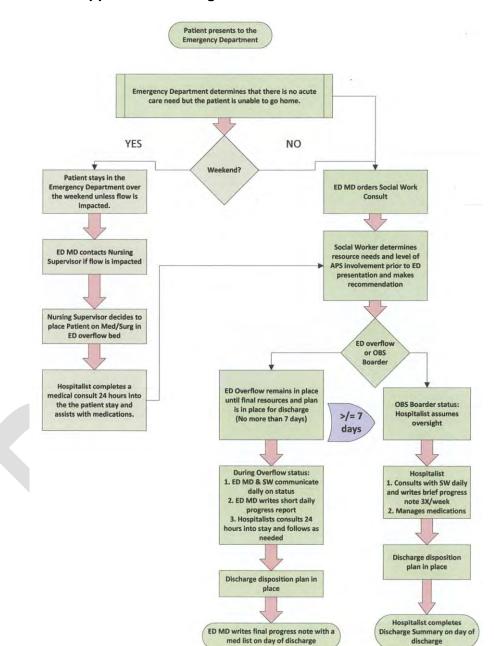
Sabrina Kidd, MD, Chief Medical Officer Leslie Lovejoy, RN, Director, Clinical Care Transitions

# **APPROVALS:**

Medicine Committee: 11/14/19 Surgery Committee: 11/14/19 Policy & Procedure Team: 12/4/19 Medical Executive Committee: 12/19/19 Board Quality Committee: 1/22/20 The Board of Directors:











# PROCEDURE: Rapid Sequence Intubation (RSI) Kit

POLICY #: MM8610-161

DEPARTMENT: Organizational

PAGE 1 OF 3 EFFECTIVE:

REVIEWED/REVISED:

# PURPOSE:

The purpose of this policy is to provide procedures for stocking a kit of medications commonly used during emergent rapid sequence intubation (RSI) to allow for timely access to these medications when needed.

# POLICY:

The pharmacy will maintain and stock an "RSI Kit" of medications commonly used for RSI. This kit will be stored in the ICU and Emergency Department (ED).

# PROCEDURE:

- 1. The pharmacy department will prepare and maintain 3 kits consisting of a sealed tray containing medications intended for use in RSI, and a virtual Pyxis kit of controlled substances.
  - a. The trays will have the contents posted on the outside cover.
  - b. The trays will be stocked as follows:
    - i. 2 trays in the Emergency Department Pyxis
    - ii. 1 tray in the ICU Pyxis
- 2. When a kit is needed, the healthcare provider will retrieve the kit from Pyxis.
  - a. If controlled substances are needed, the provider will access the "virtual" RSI kit in Pyxis to access the appropriate controlled substances per hospital policy.
- 3. When finished using the tray, the provider will apply a patient sticker to the charge sheet contained in the RSI kit and indicate what items were used, and then seal the tray using the breakaway locks provided in the kit.
  - a. Unused controlled substances will be returned to Pyxis or wasted per hospital policy.
- 4. The Pharmacy Department will be notified of the kit usage so that pharmacy personnel can retrieve the kit to replenish and restock the kit to the appropriate area(s).

# **REFERENCES**:

- Up To Date Online: Rapid sequence intubation for adults outside the operating room; accessed 9/27/2019
- Up To Date Online: Rapid sequence intubation (RSI) outside the operating room in children: Approach; accessed 9/27/2019
- Pyxis Medstation, Management and Use of MM8610-147



PROCEDURE: Rapid Sequence Intubation (RSI) Kit

POLICY #: MM8610-161

PAGE 2 OF 3 EFFECTIVE:

**DEPARTMENT:** Organizational

REVIEWED/REVISED:

• Controlled Substance Management MM8610-102

# Attachments:

• Attachment A: RSI Kit Contents List

# OWNER:

**Director of Pharmacy** 

# **AUTHORS/REVIEWERS:**

Chris Kutza, Director of Pharmacy

# **APPROVALS:**

Policy & Procedure Team: 11/06/19 PI Committee: 12/12/19 Medical Executive Committee: 12/19/19 Board Quality Committee: 1/22/20 The Board of Directors:



# PROCEDURE: Rapid Sequence Intubation (RSI) Kit

POLICY #: MM8610-161

PAGE 3 OF 3

EFFECTIVE:

DEPARTMENT: Organizational

**REVIEWED/REVISED**:

# Attachment A: RSI Kit Contents List

RSI Kit	Par Level
Atropine 1mg/10ml syringe (0.01mg/kg)	1
Etomidate 20mg/10ml injection (0.3mg/kg)	2
Lidocaine 100mg/5ml syringe (1mg/kg)	-
Propofol 200mg/20ml injection (1-2mg/kg)	1
Succinylcholine 200mg/10ml injection (1-1.5mg/kg)	1
Vecuronium 10mg injection (0.1mg/kg)	2
Yellow lock	1
Stored in Pyxis	
Fentanyl 100mcg/2ml injection (1-3mcg/kg)	2
Ketamine 500mg/10ml injection (1-2mg/kg)	1
Midazolam 5mg/5ml injection (0.1mg/kg)	2



# SUBJECT: Water/Sewage Overflow Response Plan

**DEPARTMENT:** Organizational

POLICY: CE8610-188

PAGE 1 OF 3 EFFECTIVE:

REVIEW/REVISED:

# PURPOSE:

This response plan establishes procedures and safety measures to be followed during a sewage/waste water overflow and remediation efforts to prevent the transmission of infectious organisms contained in sewage and wastewater.

# POLICY:

It is the policy of Sonoma Valley Hospital to protect patients, staff, visitors and the environment from potentially harmful effects e.g., infections, associated with contact with sewage/waste water overflows. Flooding or large sewage spills constitute a disaster level emergency as determined by Nursing Supervisor or Engineering.

# **RESPONSIBILITIES:**

All staff shall immediately report flooding or sewage/waste water overflows including the location and size to the Engineering Department 7:00 a.m.-5:00 p.m. or after-hours to the Nursing Supervisor. Engineering and/or Nursing Supervisor will report the event to the Infection Preventionist. All staff shall take measures to remove patients and visitors from the area.

For large scale sewage/wastewater overflows and flooding, a professional restoration service shall be engaged by the Plant Operations Manager. The Administrator on Call ("AOC") and Infection Preventionist shall be notified. The Nursing Supervisor or AOC will activate the Incident Command protocol as necessary.

<u>Response team</u>: Engineering and EVS Departments are the primary responders 7:00 a.m. to 5:00 p.m. and the Nursing Supervisor for after-hours events. Infection Preventionist will respond in person or by phone if unavailable in the hospital.

<u>Spill supplies</u>: Bulk mitigation supplies and PPE are located in the Housekeeping closets on each floor. Supplies include: spill socks/pads, waterproof gloves, face shields, shoe covers, waterproof boots and water resistant cover suits.

# PROCEDURES: <u>All parties shall don PPE prior to entering the work area and doff PPE upon exiting.</u>



SUBJECT: Water/Sewage Overflow Response Plan

POLICY: CE8610-188

PAGE 2 OF 3

EFFECTIVE:

**DEPARTMENT:** Organizational

REVIEW/REVISED:

# Initial Response:

1. Engineers will:

- a. Determine cause of and take action to stop active sewage overflow
- b. Contain the spill in the smallest possible area and protect floor below if needed
- c. Isolate and secure area
- d. Post signage to stop unauthorized entry
- e. Assess electrical in flooded areas to determine if power shutdown necessary
- f. Assess area to determine if drywall or furniture has been saturated. Mark all affected items.
- g. Call sewer service vendor to clear any blockages
- h. Communicate with Infection Preventionist and staff regarding repair duration, noise and other impacts
- 2. EVS will:
  - a. Set-up PPE station just outside spill area to include booties, gloves, face shields, gowns, bleach wipes & trash can.
  - b. Post signage identifying PPE required to enter affected area.
  - c. Post signage inside zone requiring PPE to be removed prior to leaving affected area.
  - d. Remove any standing water with spill pads, wet/dry vacuum or water extractor. Clean and disinfect any equipment immediately after use.
- 3. Nursing Supervisor will:
  - a. Secure the area and coordinate removal of patients as needed
  - b. Contact Engineer on call
  - c. Contact EVS
  - d. Contact Infection Preventionist.
  - e. Contact AOC for large scale events.

# Repair and Clean-up Procedure:

# All parties shall don PPE prior to entering the work area and doff PPE upon exiting. All parties shall practice thorough hand washing hygiene immediately after clean-up work.

- 1. Engineers will:
  - a. Supervise vendor work area prior to work to verify area is protected using drapes and/or barricades to prevent splatter in the surrounding area.
  - b. All machinery must be protected from splatter and the wheels and visible soil cleaned with disinfectant prior to its removal from work area.
  - c. Work with Housekeeper to dispose of spill containment/disposable barricade material.



# SUBJECT: Water/Sewage Overflow Response Plan

POLICY: CE8610-188

DEPARTMENT: Organizational

PAGE 3 OF 3

EFFECTIVE:

REVIEW/REVISED:

# 2. EVS will:

- a. Immediately following repair work, the Housekeeper will follow directions provided by the Infection Preventionist and utilize appropriate equipment to clean and disinfect all surfaces with 1:10 bleach solution that came in contact with sewage and/or waste water in the work area and surrounding area.
- b. After 5 min. dwell time is complete, all surfaces will be rinsed with water and allowed to air dry.
- c. Mop floor with disinfectant allowing for 5 min. dwell time. Final clean-up with regular mopping using the neutral floor cleaner.
- d. Clean and disinfect tools used in the clean-up, mops, dust pans, tongs, wet/dry vacuums or water extractors, reusable barricades, etc.
- e. Remove PPE station

# Exposure and First Aid:

Patients, staff or visitors who believe that raw sewage has come into direct contact with your eyes, mouth, ears, nose or a cut, abrasion or puncture, etc. shall immediately and thoroughly wash the exposed area with copious amounts of soap and water. Staff shall seek follow-up care with Occupational Health or the Emergency Department if after-hours.

# **REFERENCES:**

CDC - Guidelines for Environmental Infection Control in Health-Care Facilities

# OWNER:

**Director of Facilities** 

# **AUTHORS/REVIEWERS:**

Kimberly Drummond, Director of Facilities Kathy Mathews, Infection Preventionist Danielle Jones, Chief Quality Officer Michael Empey, Director, Skilled Nursing Mark Kobe, Chief Nursing Officer Grigory Gatenian, Plant Operations Manager

# **APPROVALS:**

Policy & Procedure Team: 1/8/20 Board Quality Committee: 1/22/20 The Board of Directors:



SUBJECT: Care of Unassigned / Unaffiliated Metabolic & Bariatric Surgery Patients

POLICY: PC8610-190

**DEPARTMENT:** Organizational

PAGE 1

EFFECTIVE:

REVISED:

# PURPOSE:

To outline the emergency care of patients in need of a metabolic and bariatric surgeon who may or may not have a prior affiliation with a credentialed Sonoma Valley Hospital surgeon.

# POLICY:

Regardless of affiliation with a credentialed Sonoma Valley Hospital surgeon, patients arriving in the emergency department in need of care by a Metabolic and Bariatric Surgeon will be evaluated by the Metabolic and Bariatric Surgeon on call who will assist in determining the care and disposition of the patient.

# **PROCEDURE:**

Patients who arrive at Sonoma Valley Hospital in need of emergent care by a Metabolic and Bariatric Surgeon (MBS) shall be evaluated and cared for by the MBS on call that day regardless of their prior physician or surgeon affiliation. If the MBS on call determines that the patient needs a higher level of care than Sonoma Valley Hospital can provide then arrangements shall be made to transfer the patient in a timely manner to a facility, such as the University of California, San Francisco equipped with the necessary staff and resources for that patient. As needed, the MBS on call will be available to assist with the documentation and communication necessary to facilitate the timely transfer, as well as to assist in the care of the patient as needed until the time of transfer.

# OWNER:

CMO Medical Staff

# **AUTHORS/REVIEWERS:**

Sabrina Kidd, MD CMO

# **APPROVALS:**

Medicine Committee: 1/9/20 Medical Executive Committee: 1/16/20 Policy & Procedure Team: 2/5/20 Board Quality Committee: 2/26/20 The Board of Directors:



SUBJECT: Amendment of Protected Health Information	POLICY # 8700-185
	PAGE 1 OF 4
DEPARTMENT: Health Information Management	EFFECTIVE:
REVISED:	

# PURPOSE:

To ensure that patients are provided with the rights to request that protected health information (PHI) they believe to be incorrect or incomplete be amended.

# POLICY:

Patients will be provided the right to have Sonoma Valley Hospital (SVH) amend or append their PHI that is contained within a given record set for as long as the information is maintained by the hospital.

Under Health Insurance Portability and Accountability Act (HIPAA), the patient has the right to request an amendment of their record, however, Sonoma Valley Hospital does not have an absolute obligation to grant that request and may deny the request as outlined below.

Note: The policy and procedure for correcting/amending medical records should be followed in the event that a patient's request for amendment of their medical record is granted. In summary, the data to be amended should be lined out with a single line leaving the original writing legible. The reason for the change should be noted (i.e. patient request); the date of striking and signature. The amendment of a record should never involve erasure or obliteration of the material that is corrected. Correction of an electronic medical record should be done in a way that records the initial entry, the change, the date of the change and the person making the change.

# **PROCEDURE:**

# Receiving Request to Amend the Medical Record under HIPAA

- 1. HIPAA requires that patients make amendment requests in writing and to provide a reason to support the requested amendment/addendum of health information. A request for amendment will not be evaluated until the request form is completed and signed by the patient or personal representative.
- 2. Upon receipt of a request to amend, the request will be date stamped and logged.
- 3. The hospital must act on a request to amend, whether granting or denying, no later than 60 days after receipt.

# Initial Processing of Request to Amend the Medical Record



SUBJECT: Amendment of Protected Health Information	POLICY # 8700-185
	PAGE 2 OF 4
DEPARTMENT: Health Information Management	EFFECTIVE:
REVISED:	

- 1. The Privacy Officer will make a determination to accept or deny the amendment request after consultation with the appropriate staff, if needed.
- 2. The Privacy Officer will review the amendment request to determine whether the PHI referred to in the amendment request was authored by physician or nursing staff.
- 3. If the PHI was authored by a physician, the Privacy Officer will forward the amendment request to the physician for review with an expected response of no more than 14 days.
- 4. If the PHI was authored by nursing staff, the Privacy Officer will forward the amendment request to the Chief Nursing Officer with an expected response of no more than 14 days. Nursing staff will discuss the amendment request with patient and update the patient record. Examples of nursing amendment requests are nursing documentation related to medical information and/or nursing documentation related to patient's medication list.

# Secondary Processing and Granting of Request to Amend the Medical Record

- 1. Once SVH decides to grant the request for an amendment, either in whole or in part, SVH will do the following:
  - A) Inform the patient in writing the request for an amendment is accepted.
  - B) SVH will notify the relevant persons of the amendment as determined by the patient on the amendment form.
  - C) Insert the amendment in the proper location in permanent medical record.
- 2. Whenever a copy of the amended entry is released, a copy of the amendment form will accompany the released entry.
- 3. SVH will respond to an individual request for amendment, whether granting or denying, within sixty (60) days of receipt of the request.
- 4. If SVH is unable to process the request within sixty (60) days as specified above, SVH may extend the time by no more than thirty (30) days but only if:
  - A) SVH provides the individual with a written statement outlining the reasons for the delay within the allowed time period and date when the amendment will be met.
  - B) SVH has taken no other extensions of time with regards to this particular request.
  - C) If it is foreseeable that the request cannot be met within ninety (90) days, the Privacy Officer will inform the Chief Quality Officer who must act to remediate the situation.

# Denying Request for Amendment of Medical Record

- 1. SVH may deny the request to amend a record in these instances:
  - A) SVH did not create the information the patient wants amended.
  - B) The information the patient wants amended is not part of the designated record set.



SUBJECT: Amendment of Protected Health Information	POLICY # 8700-185
	PAGE 3 OF 4
DEPARTMENT: Health Information Management	EFFECTIVE:
REVISED:	

- C) The information the patient wants amended is accurate and complete.
- 2. If SVH denies a requested amendment, the Privacy Officer must provide the patient with a timely, written denial, in understandable language, that contains the following information:
  - A) The reason for the denial.
  - B) The patient's right to submit a written statement appealing the denial and with an explanation of how the individual may file such a statement.
  - C) A statement that the patient may request SVH include the request and denial with any future disclosures of the information included in the request of the amendment.
  - D) A description of how the patient may discuss the denial with the Privacy Officer and/or Chief Quality Officer or the Secretary of U.S. Department of Health and Human Services.

# Statement of Disagreement with Denial of Amendment

- 1. SVH will allow patients to submit a written statement disagreeing with the denial of all or part of the requested amendment and the reason(s) for such disagreement.
- SVH may prepare a written rebuttal to the patient's statement of disagreement. Whenever a rebuttal is prepared, SVH will provide a copy to the patient who submitted the statement of disagreement.
- 3. SVH must maintain the following documentation:
  - A) The record that is the subject of the requested amendment including any amendment made to that specific record.
  - B) The patient's request for amendment/correction and any addendum that the patient submitted.
  - C) SVH's denial of the request.
  - D) The patient's statement of disagreement, if any.
  - E) SVH's written rebuttal, if any.

# Future Disclosures of Medical Record

- 1. Any future disclosure of the medical record must include:
  - A) The request for amendment and its denial, if any.
  - B) The statement of disagreement.
- 2. If a release is made in a standard electronic transaction, the amendment may be separately transmitted via electronic transaction or via paper or fax.



SUBJECT: Amendment of Protected Health Information	POLICY # 8700-185
	PAGE 4 OF 4
DEPARTMENT: Health Information Management	EFFECTIVE:
REVISED:	

# **REFERENCES:**

45 CFR Section 164.526 Amendment of Protected Health Information

# **OWNER:**

Manager, Health Information Management

# AUTHORS/REVIEWERS:

Rosemary Pryszmant, HIM Manager

# APPROVALS:

Policy & Procedure Team: 2/5/20 Board Quality Committee: 2/26/20 The Board of Directors:



Subject:	Chief of Staff Report
Meeting Date:	April 2, 2020
From:	Michael Brown, MD
То:	SVHCD Board of Directors

Prior to March cases were up in the O.R. compared to 2019. This included general surgery, bariatrics, urology, spine surgery, orthopedics and endoscopy.

OR elective/non urgent cases were cancelled in mid-March in response to COVID-19. Since then the cases that have been performed were reviewed and approved by the CMO for appropriateness. These cases were either emergent or would lead to complications if delayed.

Primary care physicians and Surgeons continue to see patients in person on a limited basis. Many appointments are now being done via tele medicine whenever appropriate.

The goal is to continue to see patients in our offices, keep communication lines open and remain vigil in testing patients when appropriate.

This plan will be evaluated week by week and the physicians will respond accordingly should the hospital have a surge.

# SONOMA VALLEY HEALTH CARE DISTRICT BOARD OF DIRECTORS

# **RESOLUTION NO. 349**

# ACCEPTING AND AUTHORIZING THE SONOMA VALLEY HEALTH CARE DISTRICT'S (the Employer) AMENDED AND RESTATED 403(b) NON-ERISA VOLUME SUBMITTER PLAN EFFECTIVE DECEMBER 20, 2019

**WHEREAS,** the Employer established a 403(b) Non-ERISA pension plan for the benefit of employees effective January 1, 1990, which periodically requires a restatement of the plan document;

**WHEREAS,** the plan requires a Sonoma Valley Health Care District resolution to accept the amended and restated provisions effective December 20, 2019;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sonoma Valley Health Care District as follows:

1. The Board hereby accepts and authorizes the amended and restated Adoption Agreement #002 Governmental 403(b) Non-ERISA Volume Submitter Plan to the District's 403(b) Non-ERISA pension plan.

2. The Board assigns the President and Chief Executive Officer (CEO) as the representative of Sonoma Valley Health Care District for purposes of signing this amendment.

3. The Board hereby authorizes the CEO to deliver the signed amendment to the Administrator of the Plan.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of April, 2020, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

Jane Hirsch, Chair SONOMA VALLEY HEALTH CARE DISTRICT

ATTEST:

Bill Boerum, Secretary SONOMA VALLEY HEALTH CARE DISTRICT

#### ADOPTION AGREEMENT #002 GOVERNMENTAL 403(b) NON-ERISA VOLUME SUBMITTER PLAN

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the FIS Business Systems LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employersupplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

#### ARTICLE 1 DEFINITIONS

1. <u>EMPLOYER: PLAN: PLAN ADMINISTRATOR</u> (1.29; 1.52; 1.53). (A Plan amendment is not needed solely to change the information in (a) or (d) below.)

#### (a) **Employer Information**

Name of Adopting Employer: <u>Sonoma Valley Health Care District</u> Address: 347 Andrieux Street State California Zip 95476 City Sonoma Telephone: 707-935-5000 EIN: <u>94-600131</u>7 (b) Plan Information Plan name: Sonoma Valley Health Care District Retirement & Savings Plan (c) Type of entity. (Choose (1) or (2)): (1) [ ] Public School. See 1.57. [X] Other Governmental employer exempt under Code §501(c)(3). (2)(d) Plan Administrator Information (If no Plan Administrator is named, the Employer is the Plan Administrator) Name: \_\_\_\_ Address: City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone: \_\_\_\_ PERMITTED INVESTMENTS (1.42). The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and 2 Annuity Contracts under Code §403(b)(1). ERISA STATUS (1.34). The Plan is a governmental plan exempt from ERISA. 3.

4. PLAN YEAR (1.54), Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

[Note: Complete any applicable blanks under Election 4 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2016.]

Plan Year (Choose (a), (b) or (c).):

(a) **[X]** December 31.

(b) [ ] Fiscal Plan Year: ending: \_\_\_\_\_\_

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(c) | | Other: \_\_\_\_\_\_ (e.g., a 52/53 week year ending on the date nearest the last Friday in December).

Short Plan Year (Choose (d) if applicable.):

(d) [ ] Short Plan Year: commencing: \_\_\_\_\_\_ and ending: \_\_\_\_\_\_.

5. <u>EFFECTIVE DATE</u> (1.23). The Employer's adoption of the Plan is a (Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and (f) if applicable.):

(a) [ ] New Plan.

(b) [X] Restated Plan.

Initial Effective Date of Plan (enter date)

(c) <u>January 1, 1990</u> (hereinafter called the "Effective Date" unless 5(d) is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

(d) [X] <u>December 20, 2019</u> (enter month day, year; may enter a restatement date that is the first day of the current Plan Year) (hereinafter called the "Effective Date")

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 5, indicate as such in the election where called for or in Appendix A.]

#### Additional Effective Dates (Choose if applicable)

- (e) [] Restatement of surviving and merging plans. The Plan restates two (or more) plans (Complete 5(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.):
  - (1) Merging plan. The \_\_\_\_\_\_ Plan was or will be merged into this surviving Plan as of: \_\_\_\_\_\_. The merging plan's restated Effective Date is: \_\_\_\_\_\_. The merging plan's original Effective Date was: \_\_\_\_\_\_.
  - (2) [] Additional merging plans. The following additional plans were or will be merged into this surviving Plan (Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.):

	Name of merging plan	Merger date	Restated Effective Date	Original <u>Effective Date</u>
a.		<u></u>		
Ъ.				

#### (f) [ ] Special Effective Date for Elective Deferral provisions: \_

[Note: If Elective Deferral provision is not effective as of the Initial Effective Date or the Restatement Effective Date, enter the date as of which the Elective Deferral provision is effective. The Special Effective Date may not precede the date on which the Employer adopted the Plan.]

6. <u>CONTRIBUTION TYPES</u> (1.12). The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan (*Choose one or more of (a) through (f)*).

- (a) [] Mandatory Employee Contributions. See Section 3.04(A)(3) and Election 18.
- (b) [X] Pre-Tax Elective Deferrals. See Section 3.02 and Elections 19 21.
  - (1) [X] Roth Deferrals. See Section 3.02(F) and Elections 19 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.]
- (c) [X] Matching. See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.
- (d) [ ] Nonelective. See Sections 1.48 and 3.04 and Elections 25 through 28.
- (e) [ ] Employee (after-tax). See Section 3.09 and Election 32.
- (f) [] None (frozen plan). The Plan is/was frozen effective as of: \_\_\_\_\_\_ See Sections 3.01(F) and 9.04.

[Note: Elections 18 through 26 and Election 32 do not apply to any Plan Year in which the Plan is frozen.]

- 7. <u>EXCLUDED EMPLOYEES</u> (1.35). The following Employees are not Eligible Employees (either as to the overall Plan or the designated contribution type) (*Choose (a), (b) or (c). See also Election 18(e).*):
- (a) [ ] No Excluded Employees. All Employees are Eligible Employees as to all Contribution Types.
- (b) [] Exclusions same for all Contribution Types. The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (l). Choose column (l) for each exclusion elected at (e) through (h).):
- (c) [X] Exclusions. The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (l)):

[Note: For this Election 7, unless described otherwise in Election 7(l), Elective Deferrals includes Pre-Tax Deferrals, and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

			(1) All		(2) Elective	(3)	(4)	(5) Employee/
			Contribution	S	Deferrals	Matching	Nonelective	Mandatory
(d)	<b>[X</b> ]	No exclusions. No exclusions as to the designated Contribution Type.	N/A (See Election 7(a)	))	[X]	[]	· [ ]	[]
(e)		Non-Resident Aliens. See Section 1.35(B).		OR	[]		[]	E I
(f)	[]	<b>Employees who normally work less than</b> <b>20 hours per week.</b> See Section 1.35(E) (e., any such excluded Employee actually compl a Year of Service).	g., if	OR	[]	[]	[]	[]
(g)	[]	<b>Student Employees.</b> See Section 1.35(C) (i.e., students enrolled in the entity spousorin this Plan).	1 1	OR	[]	[]		ĹĴ
(h)	[]	Other Employer plan. Employees who are eligible to participate in another plan of the Employer which is a <i>(Choose one or more o, through c.)</i> : a. [ ] 401(k) plan b. [ ] 403(b) plan c. [ ] governmental 457(b) plan	• •	OR	[]	[]	[]	LJ.
(i)	[X]	<b>Collective Bargaining (union) Employees.</b> See Section 1.35(A).	N/A		N/A	[X]	[]	IJ
(j)	[X]	Per Diem Employees.	N/A		N/A	<b>[X</b> ]	[]	[]
(k.)	[]	Describe exclusion:	N/A		N/A	[]	[.]	[]
(l)	[]	Describe exclusion:						

(e.g., exclude hourly paid employees).

[Note: The Employer may not complete Election 7(1) in a manner which would violate the universal availability rule of Treas. Reg. \$1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. \$1.403(b)-5(b)(3) and the transition rules of Treas. Reg. \$1.403(b)-10(d). Accordingly, Election 7(1) may only be used to provide an exclusion for Elective Deferrals if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Any exclusion under Election 7(k) or 7(l), except for Employees who normally work less than 20 hours per week, may not be based on age or Service. See Election 14 for eligibility conditions based on age or Service.]

8. <u>COMPENSATION</u> (1.11). The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated contribution type) (*Choose one or more of (a) through (e). Choose (f) if applicable.*):

[Note: Unless described otherwise in Election 8(e), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions. In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 8 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 wages for such other Plan definitions if the Employer has elected W-2 wages for any Contribution Type or Participant group under Election 8. If the Employer has not elected W-2 wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.]

	(1) All	(2) Elective	(3)	(4)	(5) Employee/
	Contributions	Deferrals	Matching	Nonelective	Mandatory
(a) [ ] W-2 wages increased by Elective Deferrals.	[] 0	R []	[]	[]	[]
(b) [ ] Code §3401 federal income tax withholding wages increased by Elective Deferrals.	[] 0	R []	[]	[]	[]
(c) [X] 415 Compensation.	X  O	R []	[]		[]
(d) [ ] Describe Compensation by Contribution Type or by Participant Group:	[] 0]	R [ ]	[]	11	[]

(e) [ ] Describe Compensation by Contribution Type or by Participant Group: \_

[Note: Under Election 8(d) or 8(e), the Employer may: (i) elect Compensation from the elections available under Elections 8(a), (b), (c) or (d), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases); and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Election 8(a).]

 (f)
 []
 Allocate based on specified 12-month period.
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#### 9. PRE-ENTRY/POST-SEVERANCE COMPENSATION (1.11(H)/(I)). Compensation under Election 8:

[Note: For this Election 9, unless described otherwise in Elections 9(c), 9(d), 9(n) or 9(o), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

<b>Pre-Entry Compensation</b> (Choose one or more of (a), (b) or (c). Choose Contribution Type as applicable.):	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
<ul> <li>(a) [ ] Plan Year. Compensation for the entire Plan Year which includes the Participant's Entry Date. [Note: If the Employer under Election 8(f) elects to allocate some or all Contribution Types based on a specified 12-month period, Election 9(a) applies to that 12-month period in lieu of the Plan Year.]</li> </ul>	[] 0.	RIJ	[]	[]	11
(b) <b>[X]</b> Participating Compensation. Only Participating Compensation. See Section 1.11(H)(1).	[X] O]	R []	[]	[]	[]
(c) [ ] Describe Pre-Entry Compensation	[] 0]	R []	[]		[]

[Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant's Participating Compensation. See Section 1.11(H)(1) as to plan disaggregation.]

(d) [ ] Describe Pre-Entry Compensation by Contribution Type or by Participant group:

[Note: Under Election 9(c) or 9(d), the Employer may: (i) elect Compensation from the elections available under Pre-Entry Compensation or a combination thereof as to a Participant group (e.g., Participating Compensation for all Contribution Types as to Campus A Employees, Plan Year Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]

**Post-Severance Compensation**. The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required (*Choose (e), (f) or (g).*):

[Note: Under the basic plan document, if the Employer does not elect any adjustments, Post-Severance Compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

- (e) [X] None. The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation as to any Contribution Type except as required under the basic plan document (*skip to Election 10*).
- (f) [] Same for all Contribution Types. The following adjustments to Post-Severance Compensation apply to all Contribution Types (Choose one or more of (i) through (o). Choose column (1) for each option elected at (i) through (n).):
- (g) | | Adjustments different conditions apply. The following adjustments to Post-Severance Compensation apply to the designated Contribution Types (Choose one or more of (h) through (o). Choose Contribution Type as applicable.):

Dest Several of Common estimat	(1) All	(2) Elective	(3) Matahing	(4) Nan daatiwa	(5) Employee/ Mandataan
Post-Severance Compensation: (h) [] None. The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	Contributions N/A (See Election 9(e))	[]	[]	Nonelective	Mandatory
<ul> <li>(i) [ ] Exclude All. Exclude all Post-Severance Compensation. [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]</li> </ul>		R . [ ]	[]	[]	[]
<ul> <li>(j) [ ] Regular Pay. Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a). [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]</li> </ul>	[] OF	<b>k</b> []	[]	[]]	[]
<ul> <li>(k) [ ] Leave cash-out. Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).</li> </ul>	[ ] <b>O</b> F	L ]	[]	[]	[]
<ul> <li>(1) [ ] Deferred Compensation. Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).</li> </ul>	[] OF	R []	[]	[]	[]
(m) [ ] Salary continuation for disabled Participants. Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). (Choose a. or b.):	[] OF	t []	[]	[]	[]
a. [] For NHCEs only. The salary continuation will continue for the following fixed or determinable period:(specify period, e.g., "ten years" or "term of disability policy").					
b. [ ] For all Participants. The salary continuation wi continue for the following fixed or determinable period: (specify period; e.g., years" or "term of disability policy").					
(n) [ ] Describe Post-Severance Compensation by Contribution Type or by Participant group:	[ ] OR	[]	[]	[]	· []

(o) [ ] Describe Post-Severance Compensation by Contribution Type or by Participant group:

[Note: Under Election 9(n) or 9(n), the Employer may: (i) elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for all Contribution Types as to Campus A Employees, no Post-Severance Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.] 10. <u>EXCLUDED COMPENSATION</u> (1.11(G)). Apply the following additional exclusions or other adjustments to Compensation Elections under 8 and 9 (*Choose (a), (b) or (c).*):

- (a) [X] No exclusions. Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 (*skip to Election 11*).
- (b) [] Exclusions same for all Contribution Types. The following exclusions apply to all Contribution Types (Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (m).):
- (c) | Exclusions different conditions apply. The following exclusions apply for the designated Contribution Types (Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.):

[Note: For this Election 10, unless described otherwise in Election 10(n), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

					(1) All		(2) Elective	(3)	(4)	(5) Employee/
Co	т	pens	sation	Exclusions	Contribution	<b>S</b>	Deferrals	Matching	Nonelective	Mandatory
(d)	I	]		exclusions. No exclusion as to designated Contribution Type(s).	N/A (See Election 10(	(a))		11	[]	11
(e)	I	I	(e.g.	t <b>ive Deferrals.</b> See Section 1.24. , exclusions under Code §§ 401(k), 125, (f)(4), 403(b), 414(h)(2) pickup, & 457).	N/A		N/A	I, I	11	11
(†)	[	]	Reg othe mov	<b>nge benefits.</b> As described in Treas. . $\$1.414(s)-1(c)(3)$ (e.g., reimbursements or $\pi$ expense allowances, fringe benefits, ring expenses, deterred compensation and fare benefits).	[] (	DR	[]	[]	[]	[]
(g)	l	J	Con	npensation exceeding \$	[] (	DR	[]	[]	[]	[]
(h)	ſ	1	Bon	us.	[] (	DR	[]	[]	[]	[]
(i)	[	1	Соц	nmission.	[] (	DR	[]	[]	[]	[]
(j)	[	1	Ove	rtime.	[] (	DR	[]	[]	[]	[]
(k)	ĺ	]	Lea	ve of Absence Pay.	[] (	DR	[]	[]	[]	[]
(1)	1	]	(If t	nted Employers. See Section 1.29(B). here are Related Employers, choose one or e of a. and b.):						
	Į	ι,	1]	Non-Participating. Compensation paid to Employees by a Related Employer that is not a Participating Employer.	[] (	)R	ĹJ	[]	l	[]
	t	<b>)</b> .	[]	<b>Participating.</b> As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f).	[] (	DR	[]	[]	[]	[]
(m)		]	Des-	cribe Compensation adjustment(s):	[] (	)R	[]		1]	[]
(m)	t	).	1]	<ul> <li>Non-Participating. Compensation paid to Employees by a Related Employer that is not a Participating Employer.</li> <li>Participating. As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f).</li> </ul>	[] (	DR	[]	[]	[]	[]

#### (n) [ ] Describe Compensation adjustment(s): \_

[Note: Under Election 10(m) or 10(n), the Employer may: (i) describe Compensation from the elections available under Elections 10(d) through (l), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude borus as to Campus B Employees); (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately following Election 10(c) (e.g., Elective Deferrals means §125 cafeteria deferrals only OR Exclude borus as to Nonelective Contributions); and/or (iii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.]

11. <u>HOURS OF SERVICE</u> (1.40). The Plan credits Hours of Service for the following purposes (and to the Employees) as follows (Hours of Service for Eligibility as defined below also applies to the application of the exclusion for Employees who normally work less than 20 hours per week (Election 7(f).) (Choose one or more of (a) through (e)):

	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
(a)  X  Actual (hourly) Method.	<b>[X</b> ]	OR []	[]	
(b)     Equivalency Method: (e.g., daily, weekly, etc.)	[]	OR []	[]	11
(c) [ ] Elapsed Time Method. See Section 1.40(D)(3).	[]	OR []	[]	[]
<ul> <li>(d) [ ] Actual (hourly) and Equivalency other. Equivalency Method: (e.g., daily, weekly, etc.) for Employees for whom records or actual Hours of Service are not maintained or available (e.g., salaried Employees), and Actual Method for all other Employees.</li> </ul>	[]	OR []	I I	[]

(e) [ ] Describe:

[Note: Under Election 11(e), the Employer may describe Hours of Service from the elections available under Elections 11(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to staff and Equivalency Method applies to faculty).]

12. <u>ELECTIVE SERVICE CREDITING</u> (1.66(A)). The Plan must credit Related Employer Service under Section 1.29(B) and also must credit certain Predecessor Employer/Predecessor Employer Service under Section 1.66(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service (*Choose (a) OR (b).*):

(a) **[X]** Not applicable. No elective Predecessor Employer Service crediting applies.

(b) [] **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (*Complete (1). Choose (2) and/or (3) if applicable*):

(1)	<b>Employer/Purposes.</b> Croservice with the followin the designated purpose(s)	g Predecessor Employer(s) for	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
а.	[ ] Employer:		_ []	[]	[]	[]
b.	[ ] Employer:		_ []	[]	[]	[]
c.	[ ] Employer:	- · · · · · · · · · · · · · · · · · · ·	_ []	[]	[]	[]
d.		r. Credit service with any er which is <i>(Choose one or more of</i>	[]	[]	[]	[]
	i. [] An Education	onal Organization.				
		onal Organization providing ary education.				
	iii. [] An Eligible	Employer.				
	iv. [] A nonprofit	research institution.				
		mization type)	-			
(2)		ct to any exceptions noted under Election s of when rendered unless a. and/or b. is c				
	a. [ ] Service afte	r. All service, which is or was rendered a	fter:	(specify date)		
	b. [ ] Service befo	re. All service, which is or was rendered	before:	(specify da	nte).	
(3)	[ ] Describe elective P	redecessor Employer Service crediting	:			

[Note: Under Election 12(b)(3), the Employer may describe service crediting from the elections available under Elections 12(b)(1) or (2), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes credit all service with X, but credit service with Y only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04 OR Service crediting for X Campus applies only for purposes of Nonelective Contributions and not for Matching Contributions).]

#### ARTICLE 2 ELIGIBILITY REQUIREMENTS

13. <u>ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability</u>) (2.01(A)). An Employee (other than an Excluded Employee) generally becomes a Participant in the Elective Deferral portion of the Plan as soon as administratively feasible on or after the Employee's first day of employment with the Employer, as more fully described in Section 2.01(A). [*Note: Elections 14 - 17 do not apply to Elective Deferrals.*]

14. <u>ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS</u> (2.01(B)). To become a Participant in all applicable contributions under the Plan, an Employee must satisfy the following eligibility condition(s). All applicable contributions under the Plan include the Matching, Nonelective and Employee Contributions. (Choose (a)(1) or choose one or more of (a) through (i) as applicable. Choose (j), (k) and/or (l) if applicable.):

[Note: For this Election 14, unless described otherwise in Election 14(i), or the context otherwise requires, Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at  $14(l_{0})$ .]

			(1) All Applicable Contributions		(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a)	[X]	None. Entry on Employment Commencement Date or if later, upon the next following Entry Date	[X]	OR	IJ	[]	[ ]
(b)	[]	Age:	[]	OR	[]	IJ	[]
(c)	[]	One Year of Service.	[]	OR	[]	[]	[]
(d)	[]	<b>Two Years of Service (</b> without an intervening Break in Service.)	[]	OR	[]	[]	[]
(e)	[]	Years of Service (without an intervening Break in Service.)	[]	OR	[]	[]	[]
(f)	[]	months Service need not be continuous (mere passage of time).	[]	OR	[]	L J	[]
(g)	[]	month period from the Eligible Employee's employment commencement date and during which at least Hours of Service are completed in each month. The months during which the Employee completes the specified Hours of Service (Choose one of (1) or (2).):	11	OR	[]	[]	[]
	(1)	[ ] Consecutive. Must be consecutive.					
	(2)	[ ] Not consecutive. Need not be consecutive.					
(h)	[]	Describe eligibility conditions:	[]	OR	[]	Į	[]

#### (i) [ ] Describe eligibility conditions: \_

[Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees).]

(j) [ ] Special eligibility Effective Date (Choose (1) and/or (2) if applicable.)

(1) [] Waiver of eligibility conditions for certain Employees. The eligibility conditions and entry dates apply solely to an Eligible Employee employed or reemployed by the Employer after \_\_\_\_\_\_\_(specify date). If the Eligible Employee was employed or reemployed by the Employer by the specified date, the Employee will become a Participant on the latest of: (i) the Effective Date; (ii) the restated Effective Date; (iii) the Employee's Employment Commencement Date or Re-Employment Commencement Date; or (iv) the date the Employee attains age \_\_\_\_\_\_(not exceeding age 21).

[Note: If the Employer does not wish to impose an age condition under clause (iv) as part of the requirements for the eligibility conditions waiver, leave the age blank.]

(2) [ ] Describe special eligibility Effective Date(s): \_

[Note: Under Election 14(j)(2), the Employer may describe special eligibility Effective Dates as to a Participant group and/or Contribution Type.]

- (k) | | Mandatory Contribution eligibility conditions. If different conditions apply to Mandatory and Employee (after-tax) Contributions, to become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s). (Choose (1) or (2) if applicable):
  - (1) [ ] No conditions.
  - (2) [] Conditions apply. To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): (Choose one or more):
    - a. | | Age\_\_\_\_\_
    - b. | | \_\_\_\_\_ Year(s) of Service
    - c. [] months Service need not be continuous (mere passage of time).
    - d. [ ] Describe eligibility conditions: \_\_\_\_\_

[Note: Election 14(k)(2)d. may only be used to describe different eligibility conditions in a manner consistent with the parameters set forth in the Notes following Elections 14(k).]

- (1) [] Employer maintains another plan. The Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code §403(b)(12). Instead of satisfying the universal availability requirements in this plan, the eligibility conditions for the following contribution source will also apply for Elective Deferral purposes. *(Choose one)* 
  - (1) [ ] Matching
  - (2) [ ] Nonelective
  - (3) [] Employee/Mandatory

15. <u>YEAR OF SERVICE - ELIGIBILITY</u> (2.02(A)). (Complete (b). Choose (a) if other than 1,000 Hours of Service. Choose (c) if applicable): [Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 15. The Employer should not complete Election 15 if it elects the Elapsed Time Method for eligibility.]

- (a) [ ] Year of Service. An Employee must complete \_\_\_\_\_ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article 2: [Note: If left blank, the requirement is 1,000 Hours of Service.]
- (b) Subsequent Eligibility Computation Periods. After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as (Choose (1) or (2)):
  - (1) [X] Plan Year. The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
  - (2) [ ] Anniversary Year. The Anniversary Year, beginning with the Employee's second Anniversary Year.

[Note: To maximize delayed entry under a two Years of Service condition for Nonelective Contributions or Matching Contributions, the Employer should elect to remain on the Anniversary Year for such contributions.]

(c) | | Describe:

(e.g., Anniversary Year as to faculty and Plan Year as to other employees OR 500 Hours of Service for Matching Contributions and 1,000 Hours of Service for Nonelective Contributions.)

16. <u>ENTRY DATE</u> (2.02(D)). The Entry Date means the Effective Date and (Choose one or more of (a) through (f); select (g) if applicable):

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 16(g).]

		(1) All Applicable Contributions		(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
		contributions		maching	1 (Oncicent) e	Mandatory
(a)	Semi-annual. The first day of the first month and of the seventh month of the Plan Year.		OR	[]		[ ]
(b) [ ]	First day of Plan Year.		OR	11	[]	[]
(c) [ ]	First day of each Plan Year quarter.	[] (	OR	[]	[]	L J
(d) [ ]	The first day of each month.	[] (	OR	IJ		[]
(e) [X]	Immediate. Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	[X] O	OR	[]	LJ	LI

- (f) | ] Describe: \_
  - (e.g., Immediate as to faculty Employees and semi-annual as to administrative staff Employees.)

Mandatory Contribution - entry date (Choose if applicable):

- (g) [] Mandatory Contribution entry date. If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means (*Choose one*):
  - (1) Semi-annual. The first day of the first month and of the seventh month of the Plan Year.
  - (2) | | First day of Plan Year.
  - (3) | | The first day of each month.
  - (4) **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.

17. <u>PROSPECTIVE/RETROACTIVE ENTRY DATE</u> (2.02(D)). An Eligible Employee after satisfying the eligibility conditions in Election 14 will become a Participant for all applicable contributions on the Entry Date immediately following or coincident with the date the Employee completes the eligibility conditions (if employed on that date) unless otherwise elected below *(Choose one if applicable)*:

- (a) [ ] Immediately following the date the Employee completes the eligibility conditions.
- (b) | | Immediately preceding or coincident with the date the Employee completes the eligibility conditions.
- (c) [] Immediately preceding the date the Employee completes the eligibility conditions.
- (d) [] Nearest the date the Employee completes the eligibility conditions.

#### ARTICLE 3 PLAN CONTRIBUTIONS

<u>AMOUNT AND TYPE(S)</u> (3.01). The amount and type(s) of contributions for a Plan Year or other specified period are those described in Election 6 above and in the Article 3 elections below.

18. <u>MANDATORY EMPLOYEE CONTRIBUTIONS</u> (3.04(A)(3)). The Mandatory Employee Contributions under Election 6(a) are subject to the following additional elections. The Plan will hold and administer Mandatory Employee Contributions as pretax Nonelective Contributions.

Amount of Mandatory Employee Contribution. The Employer shall withhold the following Mandatory Employee Contributions from Participant Compensation and contribute them. (Choose (a), (b) or (c).):

- (a) [ ] Uniform %. \_\_\_\_\_% of each Participant's Compensation, per Plan Year.
- (b) [ ] Fixed dollar amount. \$\_\_\_\_\_, per Plan Year.
- (c) [ ] Describe: \_\_\_\_\_\_\_ (e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f) below.)

[Note: The Employer under Election 18(c) may specify any definitely determinable Mandatory Employee Contribution formula not described under Elections 18(a) or (b) and/or the Employer may describe different Mandatory Employee Contributions as applicable to different Participant groups.]

**Type of Mandatory Employee Contribution.** The Mandatory Employee Contribution is being made in accordance with the following (*Choose one*):

- (d) [ ] Condition of employment. The Mandatory Employee Contribution is a condition of employment.
- (e) [] Irrevocable Election. An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. (*Choose one*):
  - (1) [ ] Participation Condition. No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.
  - (2) | Employer Contribution Condition. No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

Governmental 403(b)

#### Additional provisions (Choose one or both of (f) and (g) if applicable)

- (f) [] Time period. Instead of the Plan Year, the time period will be per \_\_\_\_\_\_ (e.g., month, Hour of Service, per Participant per month).
- (g) [ ] Describe additional conditions related to Mandatory Employee Contributions

19. <u>AUTOMATIC DEFERRAL (ACA/EACA)</u> (3.02(B)). The Automatic Deferral provisions of Section 3.02(B) (Choose (a) or (b). Also see Election 20 regarding Automatic Escalation of Salary Reduction Agreements.):

[Note: The Employer should confirm that Automatic Deferral provisions are permissible under applicable law.]

- (a) [X] Do not apply. The Plan is not an ACA or EACA (*skip to Election 20*).
- (b) [] Apply. The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. (Complete (1), (2) and (3). Complete (4) and (5) if an EACA. Choose (6) if applicable.):
  - (1) **Type of Automatic Deferral Arrangement.** The Plan is an (Choose a. or b.):
    - a. **[ ]** ACA. The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).
    - b. | EACA. The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).
  - (2) Participants affected. The Automatic Deferral applies to (Choose a., b., c. or d. Choose e. if applicable.):
    - a. [] All Participants. All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.
    - b. [] Election of at least Automatic Deferral Percentage. All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.
    - c. [ ] No existing Salary Reduction Agreement. All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.
    - d. [] New Participants. Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.
    - e. [ ] Describe affected Participants: \_

[Note: The Employer in Election 19(b)(2)e. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. All Employees eligible to defer must be Covered Employees to apply the 6-month correction period without excise tax under Code §4979.]

- (3) Automatic Deferral Percentage/Scheduled increases. (Choose a., b., c. or d.):
  - a. [ ] **Fixed percentage.** The Employer, as to each Participant allected, will withhold as the Automatic Deferral Percentage, \_\_\_\_\_% from the Participant's Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows (*Choose e., f. or g.*):
  - b. [] Increasing schedule. The Automatic Deferral Percentage will be:

Plan Year of application to a Participant	Automatic Deferral Percentage
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

c. [ ] Other increasing schedule. The Automatic Deferral Percentage will be:

n Year of application to a Participant	Automatic Deferral Percentage
	0⁄_0
·	%
	%
	%
	 %

# d. | | Describe Automatic Deferral percentage: \_

Plan

If (3)a. or (3)d. selected, choose one of the following:

- e. [] No scheduled increase. The Automatic Deferral Percentage applies in all Plan Years.
- f. [ ] Automatic increase. The Automatic Deferral Percentage will increase by \_\_\_\_\_% per year up to a maximum of \_\_\_\_\_% of Compensation.
- g. [ ] Describe increase: \_\_\_\_

Change Date. If Election 19(b)(3)b., c., f. or g. is selected, Elective Deferrals will increase on the following day each Plan Year:

- h. [ ] First day of the Plan Year.
- i. [] Other: \_\_\_\_\_\_ (must be a specified or definitely determinable date that occurs at least annually)

First Year of Increase. The automatic increase under Election 19(b)(3)c., f. or g. will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless otherwise elected below *(leave blank if not applicable)*:

- j. [] The increase will apply as of the second Change Date thereafter.
- k. [ ] Describe first year increase: \_\_\_\_
  - (e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).
- (4) EACA permissible withdrawal. The permissible withdrawal provisions of Section 3.02(B)(2)(c) (Choose a., b. or c.):
  - a. [ ] Do not apply.
  - b. [] 90 day withdrawal. Apply within 90 days of the first Automatic Deferral.
  - c. [] **30-90** day withdrawal. Apply, within \_\_\_\_\_ days of the first Automatic Deferral (may not be less than 30 nor more than 90 days).
- (5) **Contrary Election/Covered Employee.** Any Participant who makes a Contrary Election *(Choose a. or b.; leave blank if an ACA)*:
  - a. [] **Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. [*Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.*]
  - b. [] Not a Covered Employee. Is not a Covered Employee and will not continue to be covered by the EACA provisions. [Note: Under this Election, the Participant no longer must receive the EACA annual notice.]
- (6) [ ] Describe Automatic Deferral:

[Note: Under Election 19(b)(6), the Employer may describe Automatic Deferral provisions from the elections available under Election 19 and/or a combination thereof as to a Participant group (e.g., Automatic Deferrals do not apply to Campus A Employees. All Campus B Employee/Participants are subject to an Automatic Deferral Amount equal to 3% of Compensation effective as of January 1, 2017).]

20. <u>AUTOMATIC ESCALATION</u> (3.02(G)). The Automatic Deferral provisions of Section 3.02(G). (Choose (a) or (b). See Election 19 regarding Automatic Deferrals. Automatic Escalation applies to Participants who have a Salary Reduction Agreement in effect.):

- (a) **[X]** Do not apply.
- (b) [ ] Apply. (Complete (1), (2), (3), and if appropriate (4).):
  - (1) **Participants affected.** The Automatic Deferral applies to (Choose a., b. or c.):
    - a. [] All Deferring Participants. All Participants who have a Salary Reduction Agreement in effect to defer at least \_\_\_\_\_% of Compensation.
    - b. [ ] New Deferral Elections. All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, to defer at least \_\_\_\_\_% of Compensation.
    - c. [ ] Describe affected Participants:

[Note: The Employer in Election 20(b)(1)b. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. The group of Participants must be definitely determinable and if an EACA under Election 19, must be uniform.]

- (2) Automatic Increases. (Choose a. or b.):
  - a. [] Automatic increase. The Participant's Elective Deferrals will increase by \_\_\_\_\_% per year up to a maximum of \_\_\_\_\_% of Compensation unless the Participant has filed a Contrary Election after the effective date of this Election or, as appropriate, any amendment thereto.
  - b. [ ] Describe increase: \_

[Note: The Employer in Election 20(b)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.]

- (3) Change Date. The Elective Deferrals will increase on the following day each Plan Year:
  - a. [ | First day of the Plan Year.
  - b. [] Other: \_\_\_\_\_\_ (must be a specified or definitely determinable date that occurs at least annually)
- (4) **First Year of Increase.** The automatic escalation provision will apply to a Participant beginning with the first Change Date after the Participant files a Salary Reduction Agreement (or, if sooner, the effective date of this Election, or, as appropriate, any amendment thereto), unless otherwise elected below:
  - a. [ ] The escalation provision will apply as of the second Change Date thereafter.
- 21. CATCH-UP DEFERRALS (3.02(D)/(E)). A Participant otherwise eligible to do so (Choose (a) or (b)):
- (a) [X] Permitted. May make the following Catch-Up Deferrals to the Plan. (Choose one or both of (1) and (2)):
  - (1) [X] Age 50 Catch-Up.
  - (2) [X] Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up.
- (b) [ ] Not Permitted. May not make any Catch-Up Deferrals to the Plan.

22. <u>MATCHING CONTRIBUTIONS</u> (3.03(A)). The Employer Matching Contributions under Election 6(c) are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.06 except as otherwise provided. (Choose one or more of (a) through (h); then, for the elected match, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4), (5) or (6)):

	(1) Match Rate/Amt [\$/% of Elective Deferrals]	(2) Limit on Deferrals Matched [\$/% of Compensation]	(3) Limit on Match Amount [\$7% of Compensation]	(4) Apply limit(s) per Plan Year ["true-up"}	(5) Apply limit(s) per payroll period [no "true-up"]	(6) Apply limit(s) per designated time period [no "true-up"]
(a) [X] Discretionary - see Section 1.47(B) (The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)				[]	[]	[]
(b) [ ] Fixed - uniform rate/amount				[]	[]	[]
(c) [ ] Fixed - tiered				<b>[</b> ]	[]	[]
Elective Deferral %           (e.g., up to 3)        %           (e.g., nore than 3 up to 5)        %	Matching Rate % % %					

(d)     Fixed - Years of	Service			 []	II	]
	Years of Service	Matching Rate				
(e.g., up to 2) (e.g., more than 2 up to 5)		%				
(8.,		% %				
		ection 22(d) means				
		-	Elections 37 and 38			
(e) [ ] Fixed - Based on	age at end of p	eriod		 []	[]	[]
	Age	Matching Rate				
		%				
		% %				
(f) [ ] <b>Fixed</b> - Job locat (must be objectiv				 []	[]	[]
	Location or Class	Matching Rate				
		<u>%</u>				
		% %				

(g) [ ] Fixed Percent of Compensation. \_\_\_\_% of Compensation provided the Participant's Elective Deferrals equal or exceed \_\_\_\_\_% of the Participant's Compensation.

# (h) [ ] Describe:

(e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors.)

[Note: A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant's Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.]

#### Additional Provisions (Choose if applicable)

**Contributions that are matched.** Matching Contributions are made only with respect to Elective Deferrals (includes Pre-Tax and Roth Elective Deferrals) unless otherwise elected below. *(Choose if applicable):* 

- (i) [] Matching contributions will only be made with respect to the following (Choose one or more):
  - (1) [ ] Pre-Tax Elective Deferrals.
  - (2) [ ] Roth Elective Deferrals.
  - (3) [] Employee (after-tax) Contributions.
  - (4) [ ] Elective Deferrals made to the following plan: \_\_\_\_\_\_\_ (enter name of plan).
  - (5) | Describe:

**Participating Employers.** The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. *(Choose if applicable):* 

(j) [ ] The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

23. <u>MATCHING CATCH-UP DEFERRALS</u> (3.03(B)). If a Participant makes an Age 50 Catch-Up or a Qualified Organization Catch-Up (15-year catch-up), the Employer (*Choose (a), (b) or (c) as appropriate, selecting the relevant Catch-Up Deferrals*):

	Age 50 Catch-Ups	Qualified Organization Catch-Ups
(a) [X] Match. Will match the Catch-Up Deferrals.	<b>[X]</b>	[X]
(b)     No Match. Will not match the Catch-Up Deferrals.	11	

(c) | | Describe.

(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals)

#### 24. [Reserved]

25. <u>NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT):</u> (3.04(A)). The Employer Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (f), are limited to Participants who have Compensation (and may be further limited as described elsewhere in the Plan or this Adoption Agreement. (*Choose one or more of (a) through (d) as applicable.*):

(a) [ ] **Discretionary.** An amount the Employer in its sole discretion may determine.

- (b) [] **Fixed**. (Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.):
  - (1) [ ] Uniform % \_\_\_\_% of each Participant's Compensation, per \_\_\_\_\_(e.g., Plan Year, month).
  - (2) [ ] Fixed dollar amount. \$\_\_\_\_\_\_, per \_\_\_\_\_\_ (e.g., Plan Year, month, Hour of Service, per Participant per month).
  - (3) [ ] Age-Graded. The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

Age	<b>Contribution Percentage</b>
	%
	%
	%
	%

(4) [ ] Service-Graded. The following percentage of each Participant's Compensation based on the Participant's Years of Service.

	Years of Service	Contribution Percentage
(e.g., up to 2)	·	%
(e.g., more than 2 up to 5)		%
		%
		0/

"Years of Service" under this Election 25(b)(4) means (Choose i. or ii.):

- i. [ ] Eligibility. Years of Service for eligibility in Election 15.
- ii. | | Vesting. Years of Service for vesting in Elections 37 and 38.
- (5) [ ] Job Classification or Business Location. The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.

Job Classification or Business Location	<b>Contribution Percentage</b>
	%
	%
	%
	%

- (6) [ ] **Contract Incorporation.** Contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document will be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.
- (7) | Unused accumulated leave conversion. The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.

**Conversion.** The following types of unused accumulated leave may be converted under the Plan (*choose one or all that apply*):

a. [] Sick leave

b. [ ] Vacation leave

c. [] Personal leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for unused accumulated leave (choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees):

- d. **| | Former Employees**. All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*choose all that apply; leave blank if no exclusions*):
  - i. [] The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - ii. [] The value of the unused accumulated leave must be at least \$\_\_\_\_\_(e.g., \$2,000)
  - iii. [] A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
  - iv. [] A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- e. [ ] Active Employees. Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
  - i. [] The Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - ii. [] The value of the unused accumulated leave must be at least \$\_\_\_\_(e.g., \$2,000)
  - iii. [] A contribution will only be made if the total hours are over \_\_\_\_\_(e.g., 10) hours
  - iv. [] A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- (8) [ ] Describe:

(e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., For each Plan Year, 2% of total compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to \$500 per Participant each Plan Year applies to Campus B Participants]

- (c) [] Contribution for Deemed Disability Compensation (1.11(K)). Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period \_\_\_\_\_\_\_. (Specify a fixed or determinable period. Choose (1) or (2)):
  - (1) [ ] NHCEs only. Apply only to disabled NHCEs.
  - (2) [ ] All Participants. Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) [] Amount set forth in (a), (b) and (d). The disabled Participants shall share in the contributions set forth in (a), (b) and (d).
- (4) [] Describe:\_\_\_\_\_ (must be definitely determinable (e.g., amount set forth in long-term disability policy).
- (d) [ ] Describe: \_\_\_\_

[Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., A Discretionary Nonelective Contribution applies to Campus A Employees. A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees.]

Additional Provisions (Choose if applicable)

- (e) [ ] Former Employees. The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (Choose (1), (2) or (3)):
  - (1) [ ] Discretionary. The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).
  - (2) [ ] Percent of Deemed Includible Compensation. The Employer will contribute \_\_\_\_\_% of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next \_\_\_\_\_ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.

(3) | Describe:

[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]

Eligible Former Employees. Such contributions will be made with respect to the following Participants (Choose (4) or (5)):

- (4) [ ] All Former Employees.
- (5) | | The following Former Employees (Choose one or more of a. through e.):
  - a. **Union Employees.** Collectively bargained employees who participate in the following unions:
  - b. [ ] Non-Union Employees. Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.
  - c. [ ] School superintendent.
  - d. [] School principals.
  - e. [] Describe inclusion:

(e.g., include administration Employees). [Note: Must be definitely determinable.]

26. <u>NONELECTIVE CONTRIBUTION ALLOCATION</u> (3.04(B)). The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution under the following contribution allocation formula *(Choose one or more of (a) through (g) as applicable.)*:

- (a) [] Pro rata. As a uniform percentage of Participant Compensation.
- (b) [] Permitted disparity (Integrated). In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below (*Choose (1) or (2)*):
  - (1) [] Percentage amount. <u>% (not exceeding 100%)</u> of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest <u>(not exceeding the Taxable Wage Base)</u>.
  - (2) [ ] **Dollar amount**. The following amount: \$\_\_\_\_\_ (not exceeding the Taxable Wage Base in effect on the first day of the Plan Year).
- (c) [] Incorporation of contribution formula. The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.
- (d) [] Classifications of Participants. In accordance with the classifications allocation provisions of Section 3.04(B)(3). (Complete (1) and (2).):
  - (1) **Description of the classifications.** The classifications are (Choose a. or b.):
    - a. [ ] Each in own classification. Each Participant constitutes a separate classification.
    - b. [ ] Describe the classifications: \_

[Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. \$1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Elections 26(d)(1)b. for the allocation Plan Year.]

- (2) Allocation method within each classification. Allocate the Nonelective Contribution within each classification as follows (*Choose a., b. or c.*):
  - a. [] Pro rata. As a uniform percentage of Compensation of each Participant within the classification.
  - b. [ ] Flat dollar. The same dollar amount to each Participant within the classification.
  - c. [] Describe:

(e.g., Allocate pro rata to group A and flat dollar to group B.)

- (e) Age-based. In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions (Complete both (1) and (2).):
  - (1) Interest rate. (Choose a., b. or c.):
    - a. [ ] 7.5% b. [ ] 8.0% c. [ ] 8.5%

- (2) Mortality table. (Choose a. or b.):
  - a. [] UP-1984. See Appendix C.
  - b. [ ] Alternative:

(Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix (C.)

**Participating Employers.** The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. *(Choose if applicable)*:

(t) | The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[Note: If the Employer elects 26(f), the Employer should also elect IO(I)(b), to disregard the Compensation paid by "Y" Participating Employer in determining the allocation of the "X" Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y.]

(g) | | Describe:

(e.g., Pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants.)

# 27. [Reserved]

28 <u>ALLOCATION CONDITIONS</u> (3.06(B)/(C)). The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Mandatory Employee Contributions; (3) Employee (after-tax) Contributions; or (4) Rollover Contributions. To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (*Choose (a) or (b). Choose (c) if applicable.*):

(a) [X] No conditions. No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.

(b) [ ] **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures (Choose one or more of (1) through (7). Choose Contribution Type as applicable.):

[Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

			(1) Matching, Nonelective and Forfeitures		(2) Matching	(3) Nonelective	(4) Forfeitures
(1)	[]	None.	N/A (See Election 28(a))		[]	[]	lJ
(2)	[]	<b>501 Hours of Service/terminees</b> (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	[]	OR	[]	[]	[]
(3)	IJ	Last day of the Plan Year.	L	OR	1	[]	
(4)	[]	Last day of the Election 28(c) time period.	11	OR	1]	[]	[]
(5)	[]	<b>1,000 Hours of Service in the Plan Year</b> (182 consecutive days in Plan Year if Elapsed Time).	1]	OR	IJ	L	[]
(6)	[]	Hours of Service within the Election 28(c) t period, (specify Hours of Service at contributi type but not exceeding 1,000 Hours of Service Plan Year).	ion	OR	[]	[]	[]
(7)	[]	Describe conditions:					,

(e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)

(c) [ ] Time period. Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures based on each (Choose one or more of (1) through (5). Choose Contribution Type as applicable.):

(1)	[]	Plan Year.	LI	OR	[]	[]	LI
(2)	[]	Plan Year quarter.	· []	OR	[]	[]	[]
(3)	[]	Calendar month.	[]	OR	[]	[]	[]
(4)	1 1	Payroll period.		OR	11	[]	[]
(5)	11	Describe time period:				<b>.</b>	

[Note: If the Employer elects 28(b)(4) or (b)(6), the Employer must choose (c). If the Employer elects 28(b)(7), choose (c) if applicable.]

29. <u>ALLOCATION CONDITIONS - APPLICATION/WAIVER</u> (3.06(D)/(F)). Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply Election 28(b) allocation conditions to the specified contributions/forfeitures as follows (*If the Employer elects 28(b*), the Employer must complete Election 29. Choose (a) or (b).):

[Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

- (a) | ] Total waiver or application. If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age (*Choose (1) or (2).*):
  - (1) [ ] **Do not apply allocation conditions.** Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures.
  - (2) [] Apply allocation conditions. Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.
- (b) [] Application/waiver as to Contribution Types events. If a Participant incurs a Severance from Employment, apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Contribution Types/forfeitures (Choose one or more of (1) through (4). Choose Contribution Type as applicable.):

			(1) Matching, Nonelective		(2)	(3)	(4)
			and Forfeitures		Matching	Nonelective	Forfeitures
(1)	[]	Death.	[]	OR	[]	` I 1	[]
(2)	1]	Disability.	[]	OR	IJ	IJ	lJ
(3)	1]	Normal Retirement Age.	[]	OR	[]	[]	[]
(4)	[]	Early Retirement Age.	[]	OR	[]	[]	[]

30. FORFEITURE ALLOCATION METHOD (3.07). [Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (Choose one or more of (a) through (g) and choose Contribution Type as applicable. Choose (f) only in conjunction with at least one other election.):

			(1) All Forfeitures		(2) Nonelective Forfeitures	(3) Matching Forfeitures
(a)	[]	Additional Nonelective. Allocate as additional Discretionary Nonelective Contribution.	[]	OR	ĹĴ	11
(b)	[]	Additional Match. Allocate as additional Discretionary Matching Contribution.	[]	OR	[]	11
(C)	[X]	Reduce Nonelective. Apply to Nonelective Contribution.	I I	OR	[X]	11
(d)	[X]	Reduce Match. Apply to Matching Contribution.	I I	OR	I 1	[X]
(e)	[X]	Pro rata. Allocate pro-rata based on Compensation.	[X]	OR	[]	11
(f)	1]	<b>Plan expenses.</b> Pay reasonable Plan expenses. (See Section 7.04(C).)	[]	OR	[]	[]

(g) [ ] Describe:

(e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.)

31. <u>IN-PLAN ROTH ROLLOVER CONTRIBUTION</u> (3.08(E)). The following provisions apply regarding In-Plan Roth Rollover Contributions (Choose (a) or (b); also see Election (d)(1) in Appendix B; leave blank if Election 6(b)(1) is not selected.):

- (a) [X] Not Applicable. The Plan does not permit In-Plan Roth Rollover Contributions.
- (b) [] Applies. The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. *(Choose one or both of (1) and (2).)* 
  - (1) [ ] Otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or \_\_\_\_\_\_ (enter later effective date if applicable).
  - (2) [ ] Otherwise nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or \_\_\_\_\_\_ (enter later effective date if applicable).

32. <u>EMPLOYEE (AFTER-TAX) CONTRIBUTIONS</u> (3.09). The following additional elections apply to Employee Contributions under Election 6(e). *(Choose (a) if applicable.)*:

(a) [] Additional limitations. The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan:

# ARTICLE 4 LIMITATIONS AND TESTING

33. [Reserved]

# ARTICLE 5 VESTING REQUIREMENTS

# 34. RETIREMENT AGE (5.01).

NORMAL RETIREMENT AGE. A Participant attains Normal Retirement Age under the Plan and becomes fully Vested on the following date (Choose one):

- (a) [X] Specific age. The date the Participant attains age <u>65</u>.
- (b) [ ] Age/participation. The later of the date the Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.
- (c) [ ] Sum of age plus service. The date the Participant's age plus service equal \_\_\_\_\_.

EARLY RETIREMENT AGE. (Choose (e), (f) or (g)):

- (e) [X] Not applicable. The Plan does not provide for an Early Retirement Age.
- (f) [] Early Retirement Age. Early Retirement Age is the later of: (i) the date a Participant attains age \_\_\_\_\_; (ii) the date a Participant reaches the \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes \_\_\_\_\_ Years of Service.

[Note: The Employer should leave blank any of clauses (i), (ii) and (iii) which are not applicable.]

If (f)(iii) is selected, "Years of Service" under this Election means (Choose (1) or (2)):

- (1) [ ] Eligibility. Years of Service for eligibility in Election 15.
- (2) [ ] Vesting. Years of Service for vesting in Elections 37 and 38.
- (g) [ ] Describe: \_

[Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution.]

35. <u>ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE</u> (5.01 and 5.02). If selected below, then irrespective of any vesting schedule selected at Election 36, a Participant will be fully vested if the Participant incurs a Severance from Employment as a result of death or Disability or is employed on or after attainment of Early Retirement Age *(Choose one or more; leave blank if none apply or if the Plan provides full vesting for all Participants)*:

- (a) [X] Death.
- (b) [X] Disability.
- (c) [ | Early Retirement Age.

36. <u>VESTING SCHEDULE</u> (5.03). A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, Mandatory Employee Contributions, Employee (after-tax) Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and to Nonelective Contributions (*Choose (a) or (b). Choose (c) if applicable.*):

(a) [] Immediate vesting. 100% Vested at all times in all Accounts.

[Note: The Employer should elect 36(b) if <u>any</u> Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under 36(a), the Employer should not complete the balance of Election 36 or Elections 37 and 38, except as noted therein.]

(b) [X] Vesting schedules: Apply the following vesting schedules(Choose one or more of (1) through (4)):

	(1)		(2)	(3)
	All Contributions		Nonelective	Matching
(1) [ ] Immediate vesting.	N/A		[]	[]
(2) [X] 6-year graded.	[X]	OR	LI	[]
(3) [ ] <b>3-year cliff</b> .	[]	OR	[]	[]
(4) [ ] Modified Schedule.	[]	OR	[]	[]
Years of Service Vested %				
%				
<u> </u>				
%				
or more0%				

[Note: The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code  $\S72(t)(10)(B)$ ) or a 5 to 20 year graded vesting schedule.]

#### (c) [ ] Special vesting provisions:

37. <u>YEAR OF SERVICE - VESTING</u> (5.05). (Complete (b). Choose (a) if other than 1,000 Hours of Service.): [Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 37 and 38 unless it elects to apply a Year of Service for vesting under Election 22(d), 25(b)(4) or Election 34(f)(2).]

- (a) [] Year of Service. An Employee must complete at least \_\_\_\_\_\_ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article 5. [Note: If left blank, the requirement is 1,000.]
- (b) Vesting Computation Period. The Plan measures a Year of Service based on the following 12-consecutive month period: (Choose (1) or (2)):
  - (1) [X] Plan Year.
  - (2) [ ] Anniversary Year.

38. <u>EXCLUDED YEARS OF SERVICE - VESTING</u> (5.05(C)). The Plan excludes the following Years of Service for purposes of vesting (*Choose one or more of (a) through (e) if applicable*):

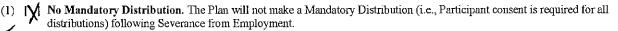
- (a) [ ] Age 18. Any Year of Service before the Year of Service during which the Participant attained the age of 18.
- (b) [ ] Prior to Plan establishment. Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.
- (c) [ ] Parity Break in Service. Any Year of Service excluded under the rule of parity. See Section 5.06(C).
- (d) [ ] Prior Plan terms. Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.
- (e) | | Other exclusions:

[Note: Any exclusion specified under Election 38(e) must be definitely determinable.]

### ARTICLE 6 DISTRIBUTION OF ACCOUNT BALANCE

39. <u>POST-SEVERANCE DISTRIBUTIONS</u>. The provisions in this Election 39 apply to distributions to Participants following Severance from Employment. (Complete (a), (b) and (c). Choose (d) and (e) if applicable.)

(a) Mandatory Distribution (6.01(F)/6.08(D)). The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows (Choose (1) or (2).):



Mandatory Distribution. The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

Amount limit. The Mandatory Distribution maximum amount is equal to (Choose a., b. or c.; Choose d. if applicable):

c. [ ] Specify amount: §\_\_\_\_\_

[Note: This election only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a \$5,000 limit, see Election (g)(6) in Appendix B.]

Automatic IRA rollover. With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

d. [] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_\_. (Specify an amount greater than \$0 and less than \$1,000.)

**Application of Rollovers to amount limit.** In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 39(a)(2), the Plan (*Choose e. or f.*):

[ ] Disregards Rollover Contribution Account.

f.\_\_\_\_\_Includes Rollover Contribution Account.

- (b) Default Distribution Methods (6.03). If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. (Choose one or more of (1) through (6)):
  - (1) [X] Lump-Sum.
  - (2) [X] Installments only if Participant subject to lifetime RMDs. A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.
  - (3) [ ] Installments.
  - (4) [X] Annuity. Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.
  - (5) [ ] Ad-Hoc distributions.
  - (6) [X] Describe distribution method(s): Partial distributions

[Note: The Employer under Election 39(h)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump-Sum OR Accounts of Employees hired after "x" date are distributable in a Lump-Sum. Division B Employee Accounts are distributable in a Lump-Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump-Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments.); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(b) (6) must: (i) be objectively determinable and (ii) not be subject to Employeer or Plan Administrator discretion.]

(c) Limitations on Distribution Methods (6.03). An Investment Arrangement may distribute to a Participant (Choose (1) or (2) below):

- (1) [ ] Under any distribution method available under the Investment Arrangement Documentation.
- (2) [X] Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

- (d) [ ] Delay of Distribution (6.01(B)). Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to (*Choose (1) or (2)*):
  - [] Attainment of age \_\_\_\_\_.
  - (2) [ ] Describe: \_\_\_\_\_

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

- (e) | Acceleration. Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment (Choose one or both of (1) and/or (2)):
  - (1) [ ] **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.
  - (2) [ ] Hardship. If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

40. <u>IN-SERVICE DISTRIBUTIONS/EVENTS</u> (6.01(D)). A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) (*Choose (a) OR (b).*):

[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]

- (a) [] None. The Plan does not permit any In-Service Distributions except as to RMDs under Section 6.02. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.
- (b) [X] Permitted. In-Service Distributions are permitted as follows from the designated Contribution Type Accounts (Choose one or more of (1) through (9).):

[Note: Unless the Employer elects otherwise in Election (b)(9) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.]

		C	(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account
(1)	[]	None. Except for Election 40(a) (See exceptions.	N/A Election 40(a))	[ ] n	11	[]	[]
(2)	[X]	<b>Age</b> (Choose one or more of a. through d.)					
	<b>а</b> .	[X] Age <u>59 1/2</u> (must be at least 59 1/2).	[X] (	DR []	[]	[]	[]
	b.	[ ] Age (may be less than 59 1/2).	N/A	N/A	[]	[]	N/A
	c.	[ ] Age and participation. The Participant must have attained age and completed years of Plan participation or Years of Service for purposes of vesting. (Fill in whichever blank applies.)		OR []	[]	[]	[ ]
	d.	] Upon attaining Normal Retirement Age (Normal Retirement Age must be at least 59 1/2)	[] (	OR [ ]	EI	[]	[]
(3)	[X]	Hardship	N/A	[X]	11	[]	N/A
(4)	11	Disability.	[]	DR []	11	[]	[]

(5)		year contributions. (specify minimum of two years)	N/A		N/A	ŧ )	ΙΙ	N/A
(6)	[]	months of participation. (specify minimum of 60 months)	N/A		N/A	[]	[]	N/A
(7)	II	Qualified Reservist Distribution. See Section 6.01(D)(10).	N/A		[ ]	N/A	N/A	N/A
(8)	[X]	<b>Deemed Severance</b> <b>Distribution.</b> See Section 6.11.	<b>[X</b> ]	OR	[]	[]	1]	[]
(9)	[]	Describe:						

[Note: The Employer under Election 40(b)(9) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(9) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).]

41. <u>IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS</u> (6.01(D)). The following additional conditions apply to In-Service Distributions under Election 40(b) (*Choose (a), (b), (c), (d) and/or (e) if applicable.*):

- (a) [] 100% vesting required for accounts that are subject to a vesting schedule. A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to (Choose one or more of (1) or (2)):
  - (1) [ ] Hardship distributions. Distributions based on hardship.
  - (2) **Other In-Service**. In-Service distributions other than distributions based on hardship.
- (b) [ ] Minimum amount. A Participant may not receive an In-Service Distribution in an amount which is less than: \$\_\_\_\_\_\_(specify amount).
- (c) [ ] **Qualified Roth distribution**. A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (d) [] No hardship distribution from Roth Account. If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.
- (e) [ ] Describe other conditions: \_\_\_\_\_

[Note: An Employer's election under Election 41(e) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Section 6.02(E).]

42. <u>JOINT AND SURVIVOR ANNUITY REQUIREMENTS</u> (6.04). The joint and survivor annuity distribution requirements of Section 6.04 do not apply unless otherwise elected below (Choose (a) only if the Employer wishes to follow the Joint and survivor annuities rules to which the plan would otherwise not be subject.):

(a) [] Joint and survivor annuity applicable. Section 6.04 applies to all Participants (if selected, then annuities are a form of distribution under the Plan even if 39(b)(4) is not selected):

**One-year marriage rule.** Under Section 6.04(H) (Choose (1) or (2)):

- (1) [ ] Applies. The one-year marriage rule applies.
- (2) [ ] Does not apply. The one-year marriage rule does not apply.

### ARTICLE 7 ADMINISTRATIVE PROVISIONS

- 43. <u>PLAN LOANS</u> (7.06). The Employer makes the following elections regarding Plan Loans (*Choose (a) or (b).*):
- (a) [] No Loans. Plan loans are not permitted.
- (b) [X] Loans allowed. Plan loans are permitted subject to limitations of the Investment Arrangement Documentation.

44. <u>ROLLOVER CONTRIBUTIONS</u> (3.08, 7.04(A)(1)). The Employer makes the following elections regarding rollover contributions, other than in-plan Roth rollovers (*Choose (a) or (b)*.):

- (a) [] No Rollover. Rollover Contributions are not permitted into the Plan.
- (b) [X] Rollovers allowed. The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.

#### ARTICLE 10 MULTIPLE EMPLOYER PLAN

45. <u>MULTIPLE EMPLOYER PLAN</u> (10.01/10.02/10.03). The Employer makes the following elections regarding the Plan's Multiple Employer Plan status and the application of Article 10 (*Choose (a) or (b)*.):

- (a) [X] Not applicable. The Plan is not a Multiple Employer Plan and Article 10 does not apply.
- (b) [ ] Applies. The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: \_\_\_\_\_\_. The Employer makes the following additional elections (*Choose (1) or (2*)):
  - (1) [] Participating Employer may modify. See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (Choose a. or b.; choose c. if applicable.):
    - a. | | All. May modify all elections.
    - b. [] Specified elections. May modify the following elections: \_\_\_\_\_\_ (specify by election number).
  - (2) [ ] Participating Employer may not modify. See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

[Note: The Participation Agreement must be consistent with this Election 45(b). Any Participating Employer election in the Participation Agreement which is not permitted under this Election 45(b) is of no force or effect and the applicable election in the Adoption Agreement applies. The IRS has not reviewed the provisions of Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.]

# Plan Execution

Employer: Sonoma Valley Health Care District	
Date: 03/25/2020	SIGN & DATE
Signed: Ayn My Lood	
Lynn MCHissock, CH [print represented	tive name/title]

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_\_ effective \_\_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

Volume Submitter Practitioner. The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name:	Security Benefit Corporation			
Address:	One Security Benefit Place			
	Topeka	Kansas	66636	
Telephone:	1-800-888-2461			

# APPENDIX A SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES

SPECIAL EFFECTIVE DATES (1.23). The Employer elects or does not elect Appendix A special Effective Date(s) as follows. (Choose (a) or one or more of (b) through (a).):

[Note: If the Employer elects (a), do not complete the balance of this Appendix A]

(a) [X] Not applicable. The Employer does not elect any Appendix A special Effective Dates.

[Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 5. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s) or (ii) the Restated Plan's general Effective Date under Election 5, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.]

- (b) [ | Contribution Types (1.12). The Contribution Types under Election(s) 6 are effective:
- (c) [ ] Excluded Employees (1.35). The Excluded Employee provisions under Election(s) 7 are effective:
- (d) [] Compensation (1.11). The Compensation definition under Election(s) (specify 8 10 as applicable) are effective:
- (e) [] Hour of Service/Elective Service Crediting (1.40/1.66(A)). The Hour of Service and/or elective Service crediting provisions under Election(s) \_\_\_\_\_ (specify 11 12 as applicable) are effective: \_\_\_\_\_.
- (f) [] Eligibility (2.01-2.03). The eligibility provisions under Election(s) \_\_\_\_\_ (specify 14 17 as applicable) are effective: \_\_\_\_\_.
- (g) [] Mandatory Employee Contributions (3.04(A)(3)). The Mandatory Employee Contribution provisions under Election 18 are effective:
- (h) [ ] Elective Deferrals (3.02(A)-(F)). The Elective Deferral provisions under Election(s) \_\_\_\_\_ (specify 19 21 as applicable) are effective: \_\_\_\_\_.
- (i) [] Matching Contributions (3.03). The Matching Contribution provisions under Election(s) \_\_\_\_\_ (specify 22 23 as applicable) are effective: \_\_\_\_\_.
- (j) [] Nonelective Contributions (3.04). The Nonelective Contribution provisions under Election(s) \_\_\_\_\_ (specify 25 27 as applicable) are effective: \_\_\_\_\_.
- (k) [] Allocation conditions (3.06). The allocation conditions under Election(s) \_\_\_\_\_ (specify 28 29 as applicable) are effective:

(1) [ ] Forfeitures (3.07). The forfeiture allocation provisions under Election 30 \_\_\_\_\_ are effective: \_\_\_\_\_

- (m) [ ] In-Plan Roth Rollovers (3.08(E)). The In-Plan Roth Rollover provisious under Election 31 \_\_\_\_\_ are effective: \_\_\_\_\_.
- (n) [] Employee Contributions (3.09). The Employee Contribution provisions under Election 32 \_\_\_\_\_ are effective: \_\_\_\_\_\_.
- (o) [] Vesting (5.03). The vesting provisions under Election(s) \_\_\_\_\_ (specify 34 38 as applicable) are effective: \_\_\_\_\_\_
- (p) [] Distributions (6.01, 6.03 and 6.04). The distribution elections under Election(s) \_\_\_\_\_ (specify 39 42 as applicable) are effective: \_\_\_\_\_.

(q) [ ] Special Effective Date(s) for other elections (specify elections and dates):

#### APPENDIX B BASIC PLAN DOCUMENT OVERRIDE ELECTIONS

BASIC PLAN OVERRIDES. The Employer elects or does not elect to override various basic plan provisions as follows (Choose (a) or choose one or more of (b) through (i).):

[Note: If the Employer elects (a), do not complete the balance of this Appendix B.]

(a) [ ] Not applicable. The Employer does not elect to override any basic plan provisions.

[Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election (q)) to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.]

- (b) [] Definition (Article 1) overrides. (Choose one or more of (1) through (5) if applicable.):
  - (1) [] Compensation Overrides. (Choose one or more of a., b., and c.):
    - a. [] W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)). W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code \$217.
    - b. [ ] Alternative (general) 415 Compensation (1.11(B)(4)). The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
    - c. [] Inclusion of Deemed 125 Compensation (1.11(C)). Compensation under Section 1.11 includes Deemed 125 Compensation.
  - (2) [ ] Treatment of Differential Wage Payments (1.11(L)). In lieu of the provisions of Section 1.11(L), the Employer elects the following (Choose one or more of a., b., c., and d.):
    - a. [] Effective date. The inclusion is effective for Plan Years beginning after \_\_\_\_\_\_ (may not be earlier than December 31, 2008).
    - b. [] Elective Deferrals only. The inclusion only applies to Compensation for purposes of Elective Deferrals.
    - c. [] Not included. The inclusion does not apply to Compensation for purposes of any Contribution Type.
  - (3) [ ] Alternate Definition of Disability (1.19). Disabled means \_
  - (4) [ ] Inclusion of Reclassified Employees (1.35(D)). The Employer for purposes of the following Contribution Types, does not exclude Reclassified Employees (or the following categories of Reclassified Employees): \_\_\_\_\_\_ (specify Contribution Types and/or categories of Reclassified Employees).
  - (5) [ ] Transition Rules (1.35(F)). The following transition rules related to eligibility to make elective deferrals do not apply:
- (d) [] Contribution/allocation (Article 3) overrides. (Choose one or more of (1) through (6) if applicable.):
  - (1) **[]** Roth overrides. (Choose one or more of a. through e.):
    - a. [] **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
    - b. [ | In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)). Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
    - c. [ | Vested 1n-Plan Roth Rollovers (3.08(E)(2)(b)). Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.
    - d. [ ] Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)). The Plan pennits an In-Plan Roth Rollover only from the following qualifying sources (Choose one or more.):
      - (i) [ ] Elective Deferrals
      - (ii) [ | Matching Contributions

- (iii) | | Nonelective Contributions
- (iv) [] Rollovers
- (v) [ ] Transfers
- e. | | No transfer of loans. Loans may not be distributed as part of an In-Plan Roth Rollover Contribution. (if not selected, any loans may be transferred)
- (2) | | Short Plan Year or allocation period (3.06(B)(1)(c)). Instead of pro-ration based on days, the Plan Administrator (Choose a. or b.):
  - a. [] No pro-ration. Will not pro-rate Hours of Service in any short allocation period.
  - b. [] **Pro-ration based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.
- (3) [] Limited waiver of allocation conditions for rehired Participants (3.06(G)). The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).
- (4) [ ] **HEART Act continued benefit accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (5) [] Matching on Pre-entry Deferrals (3.03(A)). Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.
- (6) [ ] Classifications allocation formula (3.04(B)(3)). If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year (Choose a., b. or c.):
  - a. [] Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
  - b. [ ] Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
  - c. [] One classification only. The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) [] Testing (Article 4) overrides. (Choose one or both of (1) and (2) if applicable.):
  - (1) [] First few weeks rule for Code §415 testing Compensation (4.05(D)(1)). The Plan applies the first few weeks rule in Section 4.05(F)(1).
  - (2) [ ] Code §415 (Article 4) override (4.02(D), (F)). Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: (Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)
- (f) [] Vesting (Article 5) overrides. (Choose one or both of (1) and (2) if applicable.):
  - (1) [] Alternative separate account vesting formula (5.03(C)(2)). The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
- (g) [ ] Distribution (Article 6) overrides. (Choose one or more of (1) through (6) if applicable.):
  - (1) [ ] Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)). In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):
    - a. | | Not permitted. In-service distributions of Rollover Contributions and Employee Contributions are not permitted.
    - **b.** | | **Deferrals.** Under the same provisions which apply to Elective Deferrals.
    - c. [ ] Match. Under the same provisions which apply to Matching Contributions.
    - d. [ | Nonelective. Under the same provisions which apply to Nonelective Contributions.
    - e. [] Other:

[Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.]

- (2) [] Elections related to In-Plan Roth Rollovers (6.01(D)(7)). (Choose one or both of a. and b.):
  - a. [ ] In-Service Roth Rollover events. The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution (Choose one or more of (i) through (iv); Choose (v) if applicable.):
    - (i) [ ] Age. The Participant has attained age \_\_\_\_\_
    - (ii) [] **Participation**. The Participant has \_\_\_\_\_ months of participation *(specify minimum of 60 months)*. Section 6.01(C)(4)(a)(ii).
    - (iii) [] Seasoning. The amounts being distributed have accumulated in the Plan for at least \_\_\_\_\_ years (at least 2). See Section 6.01(C)(4)(a)(i).

[Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 1/2.]

- (v) [] Distribution for withholding. A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution.
- b. [ ] Minimum amount. The minimum amount that may be rolled over is \$\_\_\_\_\_
- (3) [ ] Pre-2009 Annuity Contracts (6.01(D)(9)). The special in-service distribution rules for pre-2009 annuity contracts will not apply.
- (4) [ ] Annuity Distributions (6.04). (Choose one or both of a. and b.):
  - a. [] Modification of QJSA (6.04(A)(3)). The Survivor Annuity percentage will be \_\_\_\_\_%. (Specify a percentage between 50% and 100%.)
  - b. [] Modification of QPSA (6.04(B)(2)). The QPSA percentage will be \_\_\_\_\_% (Specify a percentage between 50% and 100%.)
- (5) [ ] Alternate Domestic Relations Procedure (6.05(D)). The Plan will apply the alternate domestic relations procedure in Section 6.05(D).
- (6) [ ] Replacement of \$5,000 amount (6.09). All Plan references (except in Section 3.02(D)) to "\$5,000" will be \$\_\_\_\_\_. (Specify an amount less than \$5,000.)
- (h) Administrative overrides (Article 7). (Choose one or more of (1) through (8) if applicable.):
  - (1) [] Automatic revocation of spousal designation (7.05(A)(1)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
  - (2) [] Limitation on frequency of Beneficiary designation changes (7.05(A)(4)). Except in the case of a Participant incurring a major life event, a period of at least \_\_\_\_\_\_ must elapse between Beneficiary designation changes. (Specify a period of time, e.g., 90 days OR 12 months.)
  - (3) [] Definition of "spouse" (7.05(A)(5)). The following definition of "spouse" applies: \_\_\_\_\_ (Specify a definition.)

[Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights, For example, the selected definition will apply to the determination of default beneficiary designations.]

- (4) | | Administration of default provision; default Beneficiaries (7.05(C)). The following list of default Beneficiaries will apply: \_\_\_\_\_\_\_ (Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)
- (5) [] Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)). Restoration of forfeitures will come from the following sources, in the following order \_\_\_\_\_\_ (Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Earnings.)
- (6) [ ] State law (7.09(H)). The law of the following state will apply: \_\_\_\_\_\_ (Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)

- (7) [ ] Fee Recapture Account (7.04(D)). The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: (Choose a., b. or c.)
  - a. [ ] Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
  - b. [] The excess funds will be allocated pro rata based on account balance.
  - c. [ ] The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.
- (8) [ | Limitation to spouse (7.05(A)(3)). The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. (Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.)
- (i) **[X]** Transfer overrides (Article 9). (Choose one or more of (1) through (3) if applicable.):
  - (1) [ ] Exchanges within Plan (9.06(B)(1)). In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies (*Choose a., b. or c.*):
    - a. [ ] The Plan does not provide for or pernuit such exchanges.
    - b. | | The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.
    - c. | | The Plan provides for and permits such transfers under the following circumstances:
  - (2) [ ] Contract exchange to Vendor which is not part of Plan (9.06(B)(3)). In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies (*Choose a., b. or c.*):
    - a. [] The Plan does not provide for or permit such exchanges.
    - b. [] The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in accordance with Section 9.06(B)(3).
    - c. [ ] The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances:
  - (3) [X] Plan-to-Plan Transfers (9.06(B)(2)). In hieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan, the Plan allows transfers to this Plan as elected below (*Choose a., b., c. or d. if applicable*):
    - a. [] The Plan allows such transfers to this Plan.
    - b. [X] The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan.
    - c. [ ] The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.
    - d. | | The Plan provides for and permits such transfers under the following circumstances:

**Eligible Employees.** If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below (*Choose e., f. or g. if applicable*):

- e. [ ] current employees only.
- f. [] current and former Employees.
- g. [] only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.

#### APPENDIX C TABLE I: ACTUARIAL FACTORS UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until <u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
0	8.458	8.196	7.949
1	7.868	7,589	7.326
2	7.319	7.027	6.752
3	6,808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3,796	3.516
10	3.817	3.515	3.240
12	3.551	3.255	2.986
12	3.303	3.014	2.980
13	3.073	2.790	2.537
14	2.859	2.584	2.337
15	2.659	2.384	2.338
16 17	2.639		
		2.215	1.986
18	2.301	2.051	1.831
19 20	2.140	1.899	1.687 1.555
	1.991	1.758	
21	1.852	1.628	1.433
22 23	1.723	1.508	1.321
23	1.603 1.491	1.396 1.293	1.217 1.122
24 25	1.491		
25		1.197	1.034
	1.290	1.108	0.953
27 28	1.200 1.116	1.026	0.878
		0.950	0.810
29 30	1.039 0.966	0.880	0.746
		0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39 40	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

*Note:* A Participant's Actuarial Factor under Table I is the factor corresponding to the number of years until the Participant reaches Normal Retirement Age under the Plan. A Participant's age as of the end of the current Plan Year is age on the Participant's last birthday. For any Plan Year beginning on or after the Participant's attainment of Normal Retirement Age, the factor for "zero" years applies.

#### APPENDIX C TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE OTHER THAN 65 UP-1984

Without Setback

Normal Retirement Age	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
55	1.2242	1.2147	1.2058
56	1.2043	1.1959	1.1879
57	1.1838	1.1764	1.1694
58	1.1627	1.1563	1.1503
59	1.1411	1.1357	1.1305
60	1.1188	1.1144	1.1101
61	1.0960	1.0925	1.0891
62	1.0726	1.0700	1.0676
63	1.0488	1.0471	1.0455
64	1.0246	1.0237	1.0229
65	1.0000	1.0000	1.0000
66	0.9752	0.9760	0.9767
67	0.9502	0.9518	0.9533
68	0.9251	0.9274	0.9296
69	0.8998	0.9027	0.9055
70	0.8740	0.8776	0.8810
71	0.8478	0.8520	0.8561
72	0.8214	0.8261	0.8307
73	0.7946	0.7999	0.8049
74	0.7678	0.7735	0.7790
75	0.7409	0.7470	0.7529
76	0.7140	0.7205	0.7268
77	0.6874	0.6942	0.7008
78	0.6611	0.6682	0.6751
79	0.6349	0.6423	0.6494
80	0.6090	0.6165	0.6238

*Note:* Use Table II only if the Normal Retirement Age for any Participant is not 65. If a Participant's Normal Retirement Age is not 65, adjust Table I by multiplying all factors applicable to that Participant in Table I by the appropriate Table II factor.

#### 403(b) ADOPTION AGREEMENT ADMINISTRATIVE PROCEDURES ADDENDUM

The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

- AP1. <u>PLAN LOAN PROVISIONS</u> (7.06). Note: For plans subject to ERISA, the loan program required by the DOL will override any inconsistent selections made below. (Complete this question only if loans to Participants are permitted (i.e., if option 43(b) of the Adoption Agreement has been selected). Choose all that apply
  - (a) [X] Limitation of Loan Amount. A Participant (Choose (1) or (2)):
    - (1) [X] May not borrow less than \$1,000 in any single loan.
      - (2) | ] May not borrow less than \$\_\_\_\_\_ (not more than \$1,000) in any single loan.
  - (b) **[X]** Loan Interest Rate. The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected (*(Choose (1) or (2))*:
    - (1) [X] Prime plus. Fixed at <u>2%</u> (insert percentage) above Wall Street Journal's published prime rate.
    - (2) [ ] Specified rate: \_\_\_\_\_
  - (c) [X] Home loan term. The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be (Choose (1) or (2)):
    - (1) [ ] up to 15 years.
    - (2) [X] up to <u>30</u> years.
  - (d) [X] Leaves of absence. The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence up to the length of military leave. The Plan Administrator will allow suspense of loan payments for the following reasons (*Choose one or more of (1)(a) and (2)(a)*):
    - (1) [X] Military
      - a. [X] A Participant may suspend loan payments for military leave.
    - (2) [X] Non-military
      - a. [X] A Participant may suspend loan payments for non-military leave.
  - (e) [X] Loan payments. Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
    - (1) [X] payroll deduction for those Participants who are on the Employer's payroll
    - (2) [X] ACH (Automated Clearing House)
    - (3) [X] check
      - a. [X] Only for prepayment
  - (f) [ ] Refinancing. Loan refinancing is not permitted unless option (1) is selected.
    - (1) [ ] Loan refinancing is permitted. A refinance for purposes of the limit on number of loans is (Choose a. or b.):
      - a. [ ] Not treated as an additional loan.
      - b. [] Treated as an additional loan.
  - (g) **[X] Purpose** (Choose (1) or (2)):
    - (1) **[X]** Any reasonable purpose.
    - May not borrow except for.
  - (h) [] Account ordering. Loan will come first from (Roth, pre-tax deferrals or other accounts): (Choose (1) through (3)):
    - (1) [ ] Participant's choice.
    - (2) [ ] Plan Administrator's choice.
    - (3) [ ] As follows:
      - a. [] first: \_\_\_\_
      - b. [ ] second: \_\_\_\_\_
      - c. [ ] third: \_\_\_\_\_
  - (i) [X] Directed/general Plan investment (Choose (1) or (2)):
    - (1) [X] Directed.
    - (2) [ ] General.
  - (j) [X] Charges. (Choose (1) or (2)):
    - (1) [X] apply to borrower's account.
    - (2) [ ] apply to overall Plan or Employer pays.

- (k) [X] Loan acceleration. Upon the following (Choose one or more of (1) and (2)):
  - Separation/severance. Not applicable to parties in interest (if Plan is subject to ERISA). All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
  - (2) [X] Plan termination.
- (1) [X] Loan Default. (Choose one or more of (1) through (3)):
  - (1) [X] Grace period. (Choose a. or b.):
    - a. [X] Maximum grace period applies.
    - b. | | No grace period.
    - (2) [ ] Includes false statements
    - (3) No new loan if (Choose a. or b.):
      - a [] Current default.
        - b. [ ] Current or prior default.
- (m) [X] Terminated employees. Loans to terminated employees (Choose (1) or (2)):
  - (1) | are allowed
  - (2) [X] are not allowed
- (n) [X] Limit on number of loans. There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected (Choose (1) or (2)):
  - (1) [X] One
  - (2) [ ] Specify: \_\_\_\_\_
- (o) [] Limitation on sources. A Participant may only take a loan from the accounts attributable to the following accounts subject to limitations of the Investment Arrangement Documentation: (Choose one or more of (1) through (8) as applicable.)
  - (1) [ ] Pre-Tax Elective Deferrals
  - (2) | ] Roth Elective Deferrals
  - (3) | Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)
  - (4) [] Nonelective Contributions (including any Safe Harbor Nonelective Contributions)
  - (5) [ ] Rollovers
  - (6) [ ] Mandatory Employee Contributions
  - (7) [ ] Employee (after-tax) Contributions
  - (8) [ ] Describe: \_\_\_\_\_\_\_(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; i.e., Unmatched Elective Deferrals.)
- AP2. <u>PARTICIPANT DIRECTION OF INVESTMENT</u> (7.03(B)). The Plan permits Participant direction of investment unless selected below (*Choose one of (a) or (b): choose c. or d. if applicable*):
  - (a) [ ] Does not permit. The Plan does not permit Participant direction of investment of any Account.
  - (b) [X] Permitted. The Plan permits Participant direction of investments.

Options (If direction of investments is permitted, select all that apply, leave blank if none apply)

- (c) [ ] **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- (d) [ ] **QDIA**. Plan will include a qualified default investment alternative.
- AP3. ELECTIVE DEFERRAL PROCEDURES. Participants may commence Elective Deferrals on the effective date of participation.

Subsequent elections. Participants may modify or make new Elective Deferral elections:

- (a) **[X]** as of each payroll period
- (b) [ ] on the first day of each month
- (c) [ ] on the first day of each Plan Year quarter
- (d) [ ] on the first day of the Plan Year or the first day of the 7th month of the Plan Year
- (e) [] other: \_\_\_\_\_ (must be at least once each calendar year)

**Irregular pay (e.g., bonuses).** Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

- (f) [X] A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.
- (g) | A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).

**Escalation** (leave blank if not applicable)

- (h) [ ] Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:
  - Escalation amount. A Participant's Affirmative Election will increase by:
  - (1) [ ] \_\_\_\_\_% of Compensation
    - a. | ] up to a maximum of \_\_\_\_\_\_% of Compensation (leave blank if no limit)
  - (2) [ ] other: \_\_\_\_\_

Timing of escalation. The escalation will apply as of:

- (3) | ] first day of each Plan Year
- (4) [ ] anniversary of date of participation
- (5) | ] other: \_\_\_\_

Suspended Elective Deferrals. If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a safe harbor hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

- (i) [ ] the Participant's Affirmative Election will resume after the suspension period.
- (j) [ ] the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

Lapse of Affirmative Elections. Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

- (k) [ ] Affirmative Elections lapse at the end of each Plan Year.
- AP4. <u>BENEFICIARY HARDSHIP DISTRIBUTION</u>. Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:
  - (a) [] Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

#### AP5. <u>ROLLOVER CONTRIBUTIONS</u> (3.08, 7.04(A)(1)). (Complete this question only if 44(b) has been selected)

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable)

- (a) [X] From pre-participation Eligible Employees.
- (b) [ ] From Participants who are Former Employees.

Source. Rollovers will be accepted from the following (Choose all that apply):

- (c) [X] Eligible 403(b) plans.
- (d) [X] Eligible 401(a) plans (including a 401(k) plan).
- (e) [X] Eligible 457(b) plans of governmental employers.
- (f) **[X]** IRAs.

# APPENDIX D

[Note: The Employer may modify this Appendix without the need of a Plan amendment.]

INVESTMENT ARRANGEMENTS (8.01). (a) [X] The Employer will remit contributions (including deferrals) to the following Vendors and Investment Arrangements:

1.	Security Benefit Corporation - Annuity Contracts and Custodial Accounts
2.	
3.	
4.	
5.	
6.	
7.	
8.	
o. 9.	
(b)	IN The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan contributions but are not currently approved: ATLA - VAIC
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
(c)	[X] The plan has entered into Information Sharing Agreements with the following Vendors and their products are approved for Contract exchanges under Section 9.06(B)(3):
1.	Security Benefit Corporation - Annuity Contracts and Custodial Accounts
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

ADMINISTRATIVE FUNCTION DELEGATION. The administrative functions listed below are delegated as shown. [Make at least one selection for each item below.]

		Employer	Plan Administrator	Vendor	Other (Specify)
				, entroi	
a.	Determining employee eligibility to participate	[X]	[]	[]	[]
b.	Determine participant vested percentages	[X]	[]	[]	[]
c.	Determining whether deferrals comply with plan limits and are correctly calculated	[X]	[]	[]	[]
d.	Determining accuracy of matching contributions	[X]	[]	[]	[]
e.	Determining whether hardship distributions and loans (if any) comply with plan requirements	[X]	[]	[]	[]
f.	Make determinations regarding rollovers and transfers	[X]	[]	[]	[]
g.	Determining the status of domestic relations orders	[X]	[]	[]	[]
h.	Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	[X]	[]	[]	[]
i.	Determining employer status (e.g., type of employer, related employer status)	[X]	[]	[]	[]
j.	Remitting contributions	[X]	[]	[]	[]
k.	Delivery of participant notice	[X]	[]	[]	[]
l.	Maintain employee records	[X]	[]	[]	[]
m.	Review and process claims	[X]	[]	[]	[]
n.	Communication with vendor(s)	<b>[X]</b>	[]	[]	[]

o. Describe:

[On line o. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]

. Effective Date of this Appendix D: 12/20/2019

### SONOMA VALLEY HEALTH CARE DISTRICT RETIREMENT & SAVINGS PLAN

#### PARTICIPANT LOAN POLICY

Sonoma Valley Health Care District Retirement & Savings Plan permits loans to be made to Participants, their beneficiaries, and alternate payees pursuant to a written loan policy. All references to Participants in this loan policy include Participants and their Beneficiaries or any alternate payee with respect to the Plan provided that the borrower must be a current employee of the Employer.

The Plan Administrator is authorized to administrator the Participant loan policy. A Participant must apply to the Plan Administrator for a loan in the manner set forth by the Plan Administrator.

1. Loan Application. Any Participant may apply for a loan from the Plan. A Participant must apply for each loan with an application which specifies the amount of the loan desired and the requested duration for the loan.

All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant makes formal application.

2. Loan Limitations and rules. The Plan Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan. With regard to any loan made pursuant to this program, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

- No loan in an amount less than \$1,000 will be granted to any Participant.
- A Participant can only have 1 loan(s) currently outstanding from the Plan.
- Loan refinancing is not permitted.
- Loans will be permitted for any purpose.

All loans will be considered a directed investment from the account(s) of the Participant maintained under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the account(s) of such Participant.

3. **Evidence and terms** of loan. The Plan Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, together with a commercially reasonable rate of interest.

Any loan granted or renewed under this policy will bear an interest rate equal to 2% above the Wall Street Journal's published prime rate.

The loan must provide at least quarterly payments under a level amortization schedule. If the Participant is currently employed by the Employer, the Plan Administrator will require the Participant receiving a loan from the Plan to enter into an agreement for payroll withholding or ACH to repay the loan.

The Plan Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the Participant will use as a principal residence. The term for a home loan will be 30 years.

The Plan will charge that portion of the Participant's account balances with expenses directly related to the loan set-up, annual maintenance, administrative charges, and collection of the note. See the Appendix for Plan Expense Allocations for more details.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a Participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the Participant.

4. Security for loan. The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan (account balance) to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

5. Form of Pledge. The pledge and assignment of a Participant's account balances will be in the form prescribed by the Plan Administrator.

Page 1 of 2

6. Military Service. If a Participant separates from service (or takes a leave of absence) from the Employer because of service in the military and does not receive a distribution of his or her account balances, the Plan will allow a Participant to suspend loan repayments until the Participant's completion of military service. The Employer will provide the Participant with a written explanation of the effect of the Participant's military service upon his or her Plan loan. While the Participant is on active duty in the United States military, the interest rate on the loan will not exceed six percent (6%), compounded annually.

7. Leave of Absence/suspension of payment. The Plan Administrator will allow a Participant to suspend loan repayments for a period not exceeding one year which occurs during an approved leave of absence, either without pay from the Employer or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required under the terms of the loan. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.

8. Payments after leave of absence. When payments resume following a payment suspension in connection with a leave of absence authorized above, the Participant will select one of the following methods to repay the loan, plus accumulated interest:

The Participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.

The Participant will pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.

The Participant may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no ٠ event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a non-military leave of absence, the revised term of the loan will not exceed the maximum term permitted above. In the case of a military leave of absence, the revised term of the loan will not exceed the maximum term permitted above, augmented by the time the Participant was actually in United States military service.

9. Default. The Plan Administrator will treat a loan as in default if:

any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment

Upon default, the Participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the Plan Administrator will offset the Participant's vested account balances by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

10. Fees. A Participant will be charged for Plan expenses associated with the loan. The application fee (including processing and document preparation) is \$50.00. The annual maintenance fee is \$50.00. All fees are subject to change.

# \*\*\*\*\* ADOPTION OF LOAN PROGRAM

The Plan Administrator adopts this Loan Program on the date specified below.

Date:

Mytorch **SIGN & DATE** 

# ADOPTING RESOLUTION

The undersigned authorized representative of Sonoma Valley Health Care District (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on the date specified below, and that such resolutions have not been modified or rescinded as of the signature date below:

RESOLVED, that the form of amended 403(b) Plan effective December 20, 2019, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto is a true copy of Sonoma Valley Health Care District Retirement & Savings Plan as amended and restated.

03/25/2020 Date:

By:

SIGN & DATE

[print name/title]

# SONOMA VALLEY HEALTH CARE DISTRICT RETIREMENT & SAVINGS PLAN

# NOTICE OF RIGHT TO PARTICIPATE IN THE PLAN AND CONTRIBUTION LIMITS

Elective Deferrals. The Sonoma Valley Health Care District Retirement & Savings Plan (the "Plan") allows eligible employees to save for retirement. If you are eligible to participate in the Plan, then you may elect to reduce your compensation by a specified amount and have that amount contributed to the Plan as an elective deferral. There are two types of elective deferrals: Pre-Tax Deferrals and Roth Deferrals. For purposes of this notice, "elective deferrals" means both Pre-Tax Deferrals and Roth Deferrals. Regardless of the type of elective deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

**Pre-Tax Deferrals.** If you elect to make Pre-Tax Deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax Deferral, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

**Roth Deferrals.** If you elect to make Roth Deferrals, the elective deferrals are subject to federal income taxes in the year of elective deferral. However, the elective deferrals and, in certain cases, the earnings on the elective deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See the question in the Summary of Plan Provisions entitled "What are my tax consequences when I receive a distribution from the Plan?".

#### How do I elect to make contributions to the Plan?

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it.

If you are currently participating, you may want to change your amounts for the new Plan Year. You can increase or decrease your contribution or you can leave your amounts the same.

You can contact the Plan Administrator to obtain further information on how to make contributions to the Plan.

#### How much can I contribute?

Your total elective deferrals in any taxable year cannot exceed a dollar limit which is set by law. The limit for 2019 is \$19,000. After 2019, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

Age 50 Catch-Up Deferrals. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2019 is \$6,000. After 2019, the maximum might increase for cost-of-living adjustments. Age 50 Catch-Up Deferrals that you make will be taken into account in determining any Employer matching contribution made to the Plan.

**Qualified Organization Catch-Up Deferral.** If you have completed at least 15 years of service with the Employer, and the Employer is a "qualified organization," then you may elect to defer additional amounts (called Qualified Organization Catch-Up Deferrals) to the Plan which exceed the elective deferral limit. A Qualified Organization Catch-Up Deferral increases the elective deferral limit by the lesser of: (1) \$3,000; (2) \$15,000 reduced by all amounts excluded from your gross income for prior taxable years by reason of your prior Qualified Organization Catch-Up Deferrals; or (3) the excess of \$5,000 multiplied by the number of years of service with the Employer, over your elective deferrals (including Qualified Organization Catch-Up Deferrals, but excluding Age 50 Catch-Up Deferrals) made for prior calendar years. This means that the maximum Qualified Organization Catch-Up Deferral you can contribute is \$3,000 in any calendar year. A "qualified organization, hospital, home health service agency, health and welfare service agency, or a church-related organization. Qualified Organization Catch Up Deferrals that you make will be taken into account in determining any Employer matching contribution made to the Plan.

If you qualify for both Age 50 Catch-Up Deferrals and Qualified Organization Catch-Up Deferrals, you may contribute both types of catch-up deferrals; however, your contributions must be applied to the Qualified Organization Catch-up Deferrals before they are applied to the Age-50 Catch-Up Deferrals.

Annual dollar limit. Each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the Catch-Up Deferral limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including other tax-sheltered 403(b) annuity contracts, simplified employee pensions or 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, you need to contact the Plan Administrator if these situations might apply to you. It is desirable to request in writing that any such excess salary deferral amounts and Catch-Up Deferrals be returned to you.

If you are in more than one plan to which you can contribute elective deferrals, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

#### What is the maximum annual amount that can be contributed to my account?

The law imposes a limit on the amount of contributions (both Employer contributions and elective deferrals, but excluding Age 50 Catch-Up Deferrals) that may be made to your accounts during a year. For 2019, this total cannot exceed the lesser of \$56,000 or 100% of your includible compensation (generally your compensation for the prior 12 month period). After 2019, the dollar limit might increase for cost-of-living adjustments. Your includible compensation for purposes of this limit is limited for 2019 to \$280,000. After 2019, the dollar limit for includible compensation might increase in future years for cost-of-living adjustments.

The above limit may also need to be applied by taking into account contributions made to other retirement plans in which you are a participant. If you have more than 50% control of a corporation, partnership, and/or sole proprietorship, then the above limit is based on contributions made to this Plan as well as contributions made to any 403(b) or qualified plans maintained by the businesses you control. If you control another business that maintains a plan in which you participate, then you are responsible for providing the Plan Administrator with information necessary to apply the annual contribution limits. If you fail to provide necessary and correct information to the Plan Administrator, it could result in adverse tax consequences to you, including the inability to exclude contributions to the Plan from your gross income for tax purposes.

You can find out more information abont the Plan in the Summary of Plan Provisions. You can obtain a copy from the Plan Administrator.



PO Box 219141 Kansas City, MO 64121-914<sup>-</sup> SecurityBenefit.com

# Sonoma Valley Health Care District Retirement & Savings Plan

### OPERATIONAL CHECKLIST FOR 2019 HARDSHIP DISTRIBUTIONS – 403(b) PLANS

NOTE: Most, if not all, of the following provisions will be the subject of an FIS Relius amendment that we will publish after the IRS releases final hardship regulations (see Notes at end of this checklist). The eventual amendment might contain a single effective date, or it might consolidate effective dates for "grouped" items (such as expanded sources of hardship distributions). For purposes of this checklist, we have nonetheless "enabled" separate effective dates for most provisions, so that each item can be evaluated separately in that regard (some employers may wish to use very tailored provisions in the hardship amendment as opposed to being covered by a sponsor-level amendment).

- 1. Overall effective date of amendment: \_\_\_\_\_\_ (except for any separate effective dates shown below) (must be effective during the 2019 plan year except as provided otherwise below)
- 2. The requirement that Plan loans must first be obtained: (There is no requirement to remove this provision) (select one)
  - Removed effective

Or as soon as administratively feasible after the date shown above

Will be continued indefinitely (i.e., until a subsequent discretionary amendment is adopted to remove the provision) (generally used only by plans that historically have used the "safe harbor" hardship method)

3. The requirement that deferrals (and other employee contributions) cease to be subject to a 6-month suspension shall be effective for new hardship distributions made after the first day of the 2019 plan year unless otherwise specified below: (must be selected for plans that currently require suspension of deferrals or employee contributions)

Special effective date: \_\_\_\_\_\_(not later than January 1, 2020)

The first day of the 2019 plan year

□ Or as soon as administratively feasible after the date shown above (but in no event later than January 1, 2020).

- 4. Treatment of suspended deferrals on the first day of the 2019 plan year: (select one)
  - A. Suspensions ended Special effective date: (e.g., January 1st, or any other date earlier than the close of the 6-month period for suspensions already underway)
  - B. Continued through the end of each existing participant's original 6-month suspension period
  - C. In Not applicable. (For example, this Item would not apply if January 1, 2020 is the effective date.)
- 5. Treatment of suspended deferrals on January 1, 2020 for distributions made prior to January 1, 2020: (select one)
  - A. Suspensions ended (i.e, suspensions end) Special effective date: \_\_\_\_\_\_ (e.g., the close of the 6-month period for suspensions already underway)
  - B. Ontinued through the end of each existing participant's original 6-month suspension period
  - C. In Not applicable. (For example, this Item would not apply if January 1, 2020) is the effective date.)

Expansion of hardship sources:

6.

## SONOMA VALLEY HEALTH CARE DISTRICT BOARD OF DIRECTORS

## **RESOLUTION NO. 350**

## **DECLARING A LOCAL EMERGENCY**

**WHEREAS**, the Sonoma Valley Health Care District ("District") is a healthcare district duly formed and operating under the Local Health Care District Law set forth in Health & Safety Code section 32000 et. seq.; and

**WHEREAS**, Government Code section 8634 allows special district boards, or designated officials, to enact rules and regulations to protect life and property during an emergency; and

WHEREAS, conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus ("COVID-19"), a novel communicable disease which led California Governor Gavin Newson to proclaim a State of Emergency for California on March 4, 2020; and

WHEREAS, currently COVID-19 has spread globally to more than 150 countries and territories, infecting hundreds of thousands of persons and causing fatalities worldwide. Due to the expanding list of countries with widespread transmission of COVID-19, and increasing travel alerts and warnings for countries experiencing sustained or uncontrolled community transmission issued by the Centers for Disease Control and Prevention ("CDC"), COVID-19 has created conditions that are likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat this virus; and

**WHEREAS,** a local health emergency was proclaimed by the County of Sonoma Public Health Officer on March 2, 2020, and ratified by the Board of Supervisors on March 4, 2020; and

WHEREAS, a local emergency was proclaimed by the Director of Emergency Services for Sonoma County on March 2, 2020, and ratified by the Board of Supervisors on March 4, 2020; and

WHEREAS, the CDC confirmed person-to-person transmission of COVID-19 in the United States, raising the possibility of community transmission occurring in the general public. This has resulted in a Federal Declaration of National Emergency as declared by President Donald Trump on March 13, 2020; and

WHEREAS, the District's ability to mobilize local resources, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by state and federal governments will be critical to successfully respond to COVID-19; and

WHEREAS, these conditions warrant and necessitate that the District declare the existence of a local emergency; and

**WHEREAS**, Government Code section 8685 et seq. allows special districts to receive an allocation of funds under the California Disaster Assistance Act; and

WHEREAS, Health & Safety Code section 32136 allows healthcare districts to let contracts for work to be done or for materials and supplies to be furnished, sold or leased to the District without following the lowest bid policy, if it first determines that an emergency exists that warrants such an expenditure due to fire, flood, storm, epidemic or other disaster and is necessary to protect public health, safety, welfare or property;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Sonoma Valley Health Care District as follows:

1. That the Board of Directors of the District hereby declares the existence of a local emergency as a result of COVID-19 and directs the District staff to take the necessary steps for the protection of life, health and safety.

2. During the existence of said local emergency, the powers, functions, and duties of the District shall be those prescribed by state law and by policies and procedures of the District. The District's President and Chief Executive Officer or his/her designee (the "Authorized Officer") is hereby authorized to implement the District's existing policies and procedures for emergency operations set forth in the District's 2019 Emergency Operations Plan.

3. To the extent permitted by applicable law, normal goods and service procurement requests and purchase practices pursuant to the District's Board Policy #P-2020.02.06-4 Governing Purchases of Materials, Supplies and Equipment and Procurement of Professional Services are stayed during this period of emergency. To the extent that there are federal or state government work or procurement policies and procedures that must be complied with to receive reimbursement for emergency expenditures, and the District seeks such reimbursement, the District shall comply with such procedures.

4. The District's Authorized Officer may suspend the performance of any District contracts as required to comply with public health orders during this period of emergency.

5. The District's Authorized Officer is hereby authorized to enact on behalf of the District and the District Board any necessary rules and regulations to protect life and property during the state declared emergency as authorized by Government Code section 8634.

6. The District's Authorized Officer is hereby authorized to implement on behalf of the District and the District Board any suspension of any existing law or regulation ordered by federal, state or local governments that are ordinarily applicable to District operations or governance.

7. The District shall track costs for staffing, supplies, and equipment related to COVID-19 preparation and prevention and forward that information to the District's Authorized Officer.

8. The District's Authorized Officer is authorized and directed to take all measures to seek and recover disaster relief funding from all sources, including state and federal agencies.

9. The District's Authorized Officer shall coordinate District-wide planning, preparedness and response efforts regarding COVID-19 with the Sonoma County Office of Emergency Services.

10. Actions taken by the District's Authorized Officer prior to the effective date of this Resolution in response to threats posed by COVID-19 are hereby ratified.

11. The recitals set forth above are incorporated herein and made an operative part of this Resolution.

12. This Resolution shall take effect immediately.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of April, 2020, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

Jane Hirsch, Chair SONOMA VALLEY HEALTH CARE DISTRICT

ATTEST:

Bill Boerum, Secretary SONOMA VALLEY HEALTH CARE DISTRICT



To:	SVHCD Board of Directors	
From: Meeting Date:	Sabrina Kidd, MD April 2, 2020	
Subject:	CMO Report	
505/000	cino report	

- 1. March Highlights included:
  - a. CIHQ triennial survey and Stroke Ready Surveys both went well.
    - i. Small list of mainly policy updates that need to be made overall.
    - ii. Stroke Ready official report pending as of date of writing, but verbally we did very well.
  - b. A new PCP with be joining Sonoma Marin Health in late spring.
  - c. CA Bridge grant to increase case management support to ED was submitted.
  - d. COVID-19 Incident Command Center continues to be open and active. Highlights include:
    - i. We are cohorting patients as indicated on one floor.
    - ii. We have opened our second floor to increase the number of available beds and our flex program was approved.
    - iii. We have prepared the Old ED area to be used as a low acuity ED for non-Covid patients should the need arise. We have a triage tent plan ready for implementation once needed.
    - iv. We have opened a RN run screening hotline and drive thru testing site for symptomatic patients who meet criteria.
    - v. We are collecting lists of potential "surge" physicians and staff who are willing and able to volunteer.
    - vi. PPE (Personal protective equipment)
      - 1. We have received emergency goggles and masks from requested emergency supply stocks.
      - 2. We have developed re-use protocols for masks, eye protection, and gowns.
      - 3. Community members have graciously donated supplies and are making re-usable cloth masks for hospital use.
    - vii. Testing supplies and labs continue to be our limiting factor on many fronts.

## 2. Postponed Events:

- a. Awaiting Bariatric accreditation site visit. Our application has been submitted and is under review.
- 3. Quality:
  - a. We reported an "unusual occurrence" to DPH and this will be discussed more through Board Quality Committee.



To: From: Date: Subject: SVHCD Board of Directors Kelly Mather 3/25/20 Administrative Report

## Summary

We have spent the last few weeks preparing for and responding to the Coronavirus pandemic. We have increased our Inpatient capacity and continue to prepare for a potential surge. As I write this today, we have not yet had a surge. We canceled elective surgeries starting on March 16<sup>th</sup> and soon followed with limiting outpatients to just essential or urgent care. Many of the physicians are using telehealth for their visits. The Incident Command team leadership has been amazing and the staff have all shined with their dedication and service to our patients and community.

Strategic Priorities	Update
Exceed Community Expectations especially in Emergency Services	<ul> <li>We are sharing a lot of messages about how the hospital is prepared and continuously keeping up to date with the needs due to COVID 19. The Emergency team is truly on the front line and have been incredible.</li> <li>Drive Thru Testing for COVID 19 started on Monday the 23<sup>rd</sup> and is available to patients after they are screened and it is deemed there is a need for an appointment through the nurses answering our hotline.</li> </ul>
Create UCSF Health Outpatient Center	<ul> <li>Construction on the new CT and Imaging waiting room has begun but this is now delayed due to the latest Emergency. We hope it will only be delayed for a few weeks.</li> <li>We have raised \$19.6 million towards the goal of \$21 million for the Capital Campaign.</li> </ul>
	We have met with UCSF several times in 2020 to begin moving toward the next phase of their strategic plan to have a "hub" with their services at Sonoma and also enhance the affiliation.
Become a 5 Star Hospital	<ul> <li>Our tri-annual accreditation survey is complete and everyone did well. There were no major findings. Danielle Jones did an amazing job leading SVH through this survey and all the team members made us shine.</li> <li>We are converting to the "Human Experience" model for patient and staff but this is on hold.</li> <li>We had 75% of team members complete the Staff Engagement survey and will report the results at the June board meeting after sharing with staff in May.</li> <li>It is time to refurbish our ICU and we have put in a request to the Foundation for their consideration.</li> </ul>
Provide Access to Excellent Physicians	<ul> <li>We have a new Primary Care Physician joining Prima Medical Group/Marin Health Medical Network and he will begin in May.</li> <li>There are several UCSF specialists that are interested in coming to Sonoma.</li> <li>Satellite Healthcare (dialysis company) will present plans to Finance in April.</li> <li>We are ready for the accreditation survey for Bariatrics Accreditation.</li> </ul>
Healthy Hospital	<ul> <li>The new Brand is complete and will be activated this Spring.</li> <li>Performance Evaluations are under way and should be complete by June.</li> </ul>

## Update from FY 2020 Strategic Plan:

FEBRUARY 2020			
			National
Patient Experience	Current Performance	FY 2020 Goal	Benchmark
Would Recommend Hospital	80%	> 70 percent	50th percentile
Inpatient Overall Rating	75%	>70 percent	50th percentile
Outpatient Services	4.7	4.5	. 3.8
Emergency Department	4.5	4.5	3.8
Quality & Safety	YTD Performance	FY 2020 Goal	Benchmark
Central Line Infection	0	<1	<.51
Catheter Infection	0	<1	<1.04
Surgery Site Infection – Colon	1	<1	N/A
Surgery Site Infection – Joint	0	<1.5%	N/A
MRSA Bacteremia	0	<.13	<.13
C. Difficile	1	3.5	7.4/10,000 pt days
Patient Safety Indicator	.66	<1	<1
Heart Failure Mortality Rate	11.7%	13%	17.3%
Pneumonia Mortality Rate	17.5%	20%	23.6%
Stroke Mortality Rate	15.1%	15%	19.7%
Sepsis Mortality Rate	7.3%	<18%	25%
30 Day All- Cause Readmissions	14.1%	< 10 %	< 18.5%
Serious Safety Events	1	0	0
Falls	1.5	< 2.3	2.3
Pressure Ulcers	0	<3.7	3.7
Injuries to Staff	7	< 10	17
Adverse Drug Events with Harm	0	0	0
Reportable HIPAA Privacy Events	0	0	0
Case Mix Index	1.49	1.4	1.3
Hospital Star Rating	4	4	3
Staff Satisfaction	Performance	FY 2020 Goal	Benchmark
Staff Pulse Survey	4.17 out of 5	>3.8	75%
Turnover	6%/9%	< 15%	< 20%
Financial Stability	YTD Performance	FY 2020 Goal	Benchmark
EBDA	10.5%	3%	3%
Paid FTE's	231	<235	n/a
Days Cash on Hand	15.7	20	30
Days in Accounts Receivable	42.5	45	50
Length of Stay	3.7	3.85	4.03
Funds raised by SVHF	\$19.6 million	\$21 million	\$1 million
Strategic Growth		FY 2020 Goal	FY 2019
Inpatient Discharges	651/976	900	984
Outpatient Visits	36,111/54,166	55,000	54,596
Emergency Visits	7229/10,843	10,000	10,181
Surgeries + Special Procedures	1866/2799	3000	2950
Community Benefit Hours	826/1239	1000	1222

Note: Colors demonstrate comparison to National Benchmark



# TRENDED MONTHLY RESULTS

MEASUREMENT	Goal FY 2020	Jul	Aug	Sep	Oct	Nov 2019	Dec	Jan 2020	Feb	Mar	Apr	May	Jun
		2019	2019	2019	2019		2019		2020	2019	2019	2019	2019
FY YTD Turnover	<15%	1.7	2.6	3.9	3.9	4.8	5.6	5.6	6	11.1	13.4	14.5	17.7
Leave of Absences	<12	14	13	8	11	15	16	13	9	8	8	10	12
EBDA	>3%	56.1	4	-1.1	3	.4	4.5	16.1	10.5	3.9	6.8	6.8	6.1
Operating Revenue	>3.5m	3.7	3.7	3.6	3.8	3.7	4.0	5.4	4.1	7.8	5.9	4.8	4.2
Expense Management	<4.5m	4.2	4.2	4.2	4.3	4.2	4.4	5.1	4.4	6.6	4.8	5.0	4.8
Net Income	>50k	2.3m	-93	36	-76	101	180	873	307	1722	1686	248	15.4
Days Cash on Hand	>20	38	36	28	22.5	16.9	17.9	20.4	15.7	4.5	9.6	39	35
Receivable Days	<50	42	42	44	46.2	44	44	38	42.5	44	38	37	43
Accounts Payable Days	>50	53	40	41	45	43	43	42	42.2				
Accounts Payable	<\$3m	3.5	2.6	2.7	3.1	2.9	2.9	2.9	3.0				
Total Paid FTE's	<235	226	226	235	233	230	230	230	231	275	267	266	255
Inpatient Discharges	>80	72	76	71	90	90	87	79	86	87	87	86	66
Patient Days	>300	269	240	312	351	319	336	321	286				
Observation Days	<20	11	19	17	21	18	29	12	16				
Average Daily Census	>10	8.7	7.7	10.4	11.3	10.6	10.8	10.4	9.9				
Outpatient Revenue	>\$15m	16.1	15.7	16.4	16.1	15.9	16.3	17.3	16.3	15.2	15.4	16.2	15.1
Surgeries	>150	156	160	143	187	193	152	150	145	163	163	166	157
Special Procedures	>75	85	81	74	74	72	57	58	79				
Emergency Visits	>900	1001	975	939	973	880	984	953	972	858	890	891	941
MRI	>120	122	127	138	147	145	159	138	146	96	150	149	150
Cardiology (Echos)	>85	115	67	74	107	46	85	83	68	112	121	113	103
Laboratory	>12	11.3	11.3	10.4	11.0	11.3	11.3	11.6	10.9	12.2	12.1	12.3	10.7
Radiology	>900	1005	983	980	1035	888	1033	1113	934	1025	1057	1044	908
Rehab	>2300	1958	2928	2135	2010	2207	2181	2422	2119	2358	2536	2539	1967
СТ	>350	413	433	378	406	356	433	429	388	<b>396</b>	416	453	357
Mammography	>200	223	243	222	250	219	216	172	243	202	227	220	224
Ultrasound	>250	281	270	280	244	255	251	234	238	340	312	283	291
Occupational Health	>675	750	737	530	753	535	660	517	572	707	899	804	578
Wound Care	>275	329	316	247	226	237	294	252	233	268	346	311	307



Healing Here at Home

To:SVH Finance CommitteeFrom:Ken Jensen, CFODate:March 24, 2020Subject:Financial Report for the Month Ending February 29, 2020

For the month of February the hospital's actual operating margin of (\$298,868) was \$326,588 favorable to the budgeted operating margin of (\$625,456). After accounting for all other activity; the net income for February was \$307,066 vs. the budgeted net income of \$34,539 with a monthly EBDA of 6.3% vs. a budgeted -1.9%.

**Gross patient revenue** for February was \$21,806,679, \$423,407 over budget. Inpatient gross revenue was under budget by (\$972,291). Inpatient days were under budget by (22) days and inpatient surgeries were under budget by (12) cases. Outpatient gross revenue was over budget by \$885,695 primarily in the surgery department by \$644,849. Outpatient visits were under budgeted expectations by (208) visits, outpatient surgeries were at budgeted expectations at 130 cases, and special procedures were at budget at 79 cases. The outpatient surgeries were of a higher acuity than average. The Emergency Room gross revenue was over budget by \$510,003 with ER visits over budgeted expectations by 45 visits.

**Deductions from revenue** were favorable to budgeted expectations by \$13,718. The hospital accrued an additional \$294,488 in FY 18-19 AB915 funds. Without the accrual of the additional AB915 funds the revenue deductions would be unfavorable to budget by (\$224,520) which is due to gross revenue being over budgeted expectations and bad debt expense being over budget by (\$100,000).

After accounting for all other operating revenue, the **total operating revenue** was favorable to budgeted expectations by \$435,439.

**Operating Expenses** of \$4,438,970 were unfavorable to budget by (\$108,851). Salaries and wages and agency fees were over budget by (\$38,797) and employee benefits were under budget by \$15,246. Professional fees are over budget by (\$33,052) due to legal expenses. Supplies are over budget by (\$51,133) primarily due to the cost of implants being over budget by (\$76,962). Purchased services were over budget by (\$26,748) due to budgeted services used in the month of February and the unbudgeted costs in Quality related to the human/patient experience initiative (\$7,500).

After accounting for all income and expenses, but not including Restricted Contributions and GO bond activity, the net loss for February was (\$4,460) vs. a budgeted net loss of (\$338,622).

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707.935-5000

Fax 707.935.5433

The hospital received \$148,225 in donations from the Sonoma Valley Hospital Foundation primarily for the Outpatient Diagnostic Center costs. The total net income for February after all activity was \$307,066 vs. a budgeted net income of \$34,539.

EBDA for the month of February was 6.3% vs. the budgeted -1.9%.

	-			
	ACTUAL	BUDGET	VARIANCE	PRIOR YEAR
Acute Discharges	86	81	5	76
Acute Patient Days	286	308	-22	265
Observation Days	16	0	16	9
OP Gross Revenue	\$16,285	\$14,890	\$1,395	\$13,994
Surgical Cases	145	158	-13	155

## **Patient Volumes – February**

## **Gross Revenue Overall Payer Mix – February**

	ACTUAL	BUDGET	VARIANCE	YTD ACTUAL	YTD BUDGET	VARIANCE
Medicare	41.3%	41.6%	-0.3%	41.7%	41.7%	0.0%
Medicare Mgd						
Care	12.8%	14.0%	-1.2%	13.7%	14.1%	-0.4%
Medi-Cal	17.9%	17.6%	0.3%	17.2%	17.6%	-0.4%
Self-Pay	0.9%	1.5%	-0.6%	1.8%	1.5%	0.3%
Commercial	23.7%	20.9%	2.8%	22.0%	20.8%	1.2%
Workers Comp	2.9%	2.4%	0.5%	2.8%	2.3%	0.5%
Capitated	0.5%	2.0%	-1.5%	0.8%	2.0%	-1.2%
Total	100.0%	100.0%		100.0%	100.0%	

## **Cash Activity for February:**

For the month of February the cash collection goal was \$3,940,657 and the Hospital collected \$4,115,335 or over the goal by \$174,678. The year-to-date cash collection goal was \$29,458,452 and the Hospital has collected \$29,786,139 or over goal by \$327,687.

	CURRENT MONTH	PRIOR MONTH	VARIANCE	PRIOR YEAR
Days of Cash on Hand – Avg.	15.7	20.4	-4.7	7.6
Accounts Receivable Days	42.5	38.0	4.5	43.0
Accounts Payable	\$2,983,638	\$2,969,820	\$13,818	\$4,045,567
Accounts Payable Days	42.2	42.4	-0.2	49.8

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## ATTACHMENTS:

-Attachment A is the Payer Mix Analysis which includes the projected collection percentage by payer.

-Attachment B is the Operating Indicators Report

-Attachment C is the Balance Sheet

-Attachment D (two pages) is the Statement of Revenue and Expense. The first page breaks out the hospital operations and page two includes all other activity.

-Attachment E is the Variance Analysis

-Attachment F is the Cash Projection

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## Sonoma Valley Hospital Payer Mix for the month of February 29, 2020

Gross Revenue:	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Medicare	9,023,059	8,871,443	151,616	1.7%	74,189,950	70,274,393	3,915,557	5.6%
Medicare Managed Care	2,801,149	2,998,377	-197,228	-6.6%	24,448,691	23,704,896	743,795	3.1%
Medi-Cal	3,891,776	3,767,778	123,998	3.3%	30,501,059	29,727,772	773,287	2.6%
Self Pay	187,677	331,201	-143,524	-43.3%	3,269,279	2,611,166	658,113	25.2%
Commercial & Other Government	5,181,110	4,483,037	698,073	15.6%	39,213,693	35,235,944	3,977,749	11.3%
Worker's Comp.	621,939	508,013	113,926	22.4%	4,922,020	3,931,755	990,265	25.2%
Capitated	99,969	423,423	-323,454	-76.4%	1,358,988	3,307,290	-1,948,302	-58.9%
Total	21,806,679	21,383,272	423,407		177,903,680	168,793,216	9,110,464	

YTD

Net Revenue:	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Medicare	1,133,297	1,174,721	-41,424	-3.5%	8,985,279	9,219,904	-234,625	-2.5%
Medicare Managed Care	312,328	355,907	-43,579	-12.2%	2,705,047	2,813,770	-108,723	-3.9%
Medi-Cal	430,430	386,951	43,479	11.2%	3,062,160	3,053,042	9,118	0.3%
Self Pay	109,810	167,985	-58,175	-34.6%	1,649,356	1,324,383	324,973	24.5%
Commercial & Other Government	1,643,696	1,353,877	289,819	21.4%	11,979,116	10,735,584	1,243,532	11.6%
Worker's Comp.	121,278	106,784	14,494	13.6%	1,001,965	826,455	175,510	21.2%
Capitated	1,979	7,706	-5,727	-74.3%	28,315	60,192	-31,877	-53.0%
Prior Period Adj/IGT	294,488	56,250	238,238	423.5%	1,960,245	1,858,802	101,443	5.5%
Total	4,047,306	3,610,181	437,125	12.1%	31,371,483	29,892,132	1,479,351	4.9%

Percent of Net Revenue:	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance
Medicare	28.0%	32.4%	-4.4%	-13.6%	28.6%	30.9%	-2.4%	-7.8%
Medicare Managed Care	7.7%	9.9%	-2.2%	-22.2%	8.6%	9.4%	-0.8%	-8.5%
Medi-Cal	10.6%	10.7%	-0.1%	-0.9%	9.8%	10.2%	-0.4%	-3.9%
Self Pay	2.7%	4.7%	-2.0%	-42.6%	5.3%	4.4%	0.9%	20.5%
Commercial & Other Government	40.6%	37.5%	3.1%	8.3%	38.2%	35.9%	2.3%	6.4%
Worker's Comp.	3.0%	3.0%	0.0%	0.0%	3.2%	2.8%	0.4%	14.3%
Capitated	0.1%	0.2%	-0.1%	-50.0%	0.1%	0.2%	-0.1%	-50.0%
Prior Period Adj/IGT	7.3%	1.6%	5.7%	356.3%	6.2%	6.2%	0.0%	0.0%
Total	100.0%	100.0%	0.0%	0.0%	100.0%	100.0%	-0.1%	-0.1%

Projected Collection Percentage:	Actual	Budget	Variance	% Variance	 Actual	Budget	Variance	% Variance
Medicare	12.6%	13.2%	-0.6%	-4.5%	 12.1%	13.1%	-1.0%	-7.6%
Medicare Managed Care	11.1%	11.9%	-0.8%	-6.7%	11.1%	11.9%	-0.8%	-6.7%
Medi-Cal	11.1%	10.3%	0.8%	7.8%	10.0%	10.3%	-0.3%	-2.9%
Self Pay	58.5%	50.7%	7.8%	15.4%	50.5%	50.7%	-0.2%	-0.4%
Commercial & Other Government	31.7%	30.2%	1.5%	5.0%	30.5%	30.5%	0.0%	0.0%
Worker's Comp.	19.5%	21.0%	-1.5%	-7.1%	20.4%	21.0%	-0.6%	-2.9%

## SONOMA VALLEY HOSPITAL OPERATING INDICATORS For the Period Ended February 29, 2020

	CUI	RRENT MO	NTH		<u> </u>	EAR-TO-DA	<b>ATE</b>	YTD
	Actual <u>02/29/20</u>	Budget <u>02/29/20</u>	Favorable (Unfavorable) <u>Variance</u>	Inpatient Utilization	Actual <u>02/29/20</u>	Budget 02/29/20	Favorable (Unfavorable) <u>Variance</u>	Prior Year <u>03/01/19</u>
1	67	69	(2)	Discharges Med/Surg	525	566	(41)	601
2	19	12	7	ICU	126	100	26	96
3	86	81	5	Total Discharges	651	666	(15)	697
				Patient Days:				
4	196	230	(34)	Med/Surg	1,778	1,886	(108)	2,008
5 6	<u>90</u> 286	78 308	(22)	ICU Total Patient Days	<u>656</u> 2,434	643 2,529	(95)	615 2,623
U		500		-	,	2,52)	. ,	
7	16	-	16	Observation days	143	-	143	74
				Average Length of Stay:				
8	2.9	3.3	(0.4)	Med/Surg	3.4	3.3	0.1	3.3
9 10	4.7	6.5	(1.8)	ICU	5.2	6.4	(1.2)	6.4
10	3.3	3.8	(0.5)	Avg. Length of Stay	3.7	3.8	(0.1)	3.8
				Average Daily Census:				
11	6.8	7.9	(1.2)	Med/Surg	7.3	7.7	(0.4)	8.2
12 13	3.1 9.9	2.7 10.6	0.4 (0.8)	ICU Avg. Daily Census	2.7 10.0	2.6 10.4	0.1 (0.4)	2.5 10.8
15	9.9	10.0	(0.8)	Avg. Daily Census	10.0	10.4	(0.4)	10.8
				Other Utilization Statistics				
14	972	927	45	Emergency Room Statistics Total ER Visits	7,229	7,200	29	6,601
					,,,	,		.,
	4 512	4 701		Outpatient Statistics:	26.111	26.516	(105)	25.542
15 16	4,513 15	4,721 27	(208) (12)	Total Outpatients Visits IP Surgeries	36,111 179	36,516 218	(405) (39)	35,542 211
10	13	131	(12) (1)	OP Surgeries	1,107	1,015	(39)	1,087
18	79	80	(1)	Special Procedures	580	621	(41)	631
19	340	352	(13)	Adjusted Discharges	2,430	2,805	(375)	2,478
20	1,129	1,014	116	Adjusted Patient Days	9,062	8,015	1,047	17,093
21	38.9	35.0	4.0	Adj. Avg. Daily Census	37.1	32.8	4.3	70.1
22	1.2512	1.4000	(0.149)	Case Mix Index -Medicare	1.3569	1.4000	(0.043)	1.4822
23	1.3112	1.4000	(0.089)	Case Mix Index - All payers	1.4906	1.4000	0.091	1.5240
24	21(	221	4	Labor Statistics	207	215	7.0	2(2
24 25	216 237	221 247	4 9	FTE's - Worked FTE's - Paid	207 231	215 241	7.8 10.0	263 294
23 26	46.66	45.53	(1.13)	Average Hourly Rate	44.94	43.21	(1.73)	42.69
27	6.09	7.05	0.96	FTE / Adj. Pat Day	6.21	7.33	1.12	4.20
28	34.7	38.8	4.1	Manhours / Adj. Pat Day	35.4	41.7	6.4	23.9
29	115.5	111.7	(3.8)	Manhours / Adj. Discharge	132.0	119.3	(12.7)	165.2
30	21.7%	23.7%	1.9%	Benefits % of Salaries	22.7%	23.5%	0.8%	22.5%
				Non-Labor Statistics				
31	14.4%	14.6%		Supply Expense % Net Revenue	14.7%	14.1%	-0.6%	12.9%
32	1,721	1,514	(207)	Supply Exp. / Adj. Discharge	1,819	1,515	(303)	1,875
33	13,392	12,605	(787)	Total Expense / Adj. Discharge	14,860	12,931	(1,929)	16,798
24	10.0			Other Indicators				
34 35	13.2	50.0	(7 5)	Days Cash - Operating Funds Days in Net AR	12 5	50.0	(( 5)	43.7
35 36	42.5 105%	50.0	(7.5)	Collections % of Net Revenue	43.5 99%	50.0	(6.5)	43.7 98.7%
30 37	42.2	55.0	(12.8)	Days in Accounts Payable	42.2	55.0	(12.8)	46.2
20	10 70/	17 10/	1 (0/	0/ Nat rayanya ta Cross	17.00/	17.00/	0.00/	10.00/
38 39	18.7% 17.9%	17.1%	1.6%	% Net revenue to Gross revenue % Net AR to Gross AR	17.0% 17.9%	17.9%	-0.9%	19.8% 18.6%

# **ATTACHMENT C**

# Sonoma Valley Health Care District Balance Sheet As of February 29, 2020

		<u>C</u>	urrent Month	Prior Month	Prior Year
	Assets				
	Current Assets:				
1	Cash	\$	463,356	\$ 796,491	\$ 713,920
2	Cash - Money Market		1,334,946	1,334,793	1,259
3	Net Patient Receivables		6,937,171	6,879,920	6,725,162
4	Allow Uncollect Accts		(1,160,611)	(1,219,109)	(1,211,198)
5	Net A/R		5,776,560	5,660,811	5,513,964
6	Other Accts/Notes Rec		329,486	156,233	(66,000)
7	Parcel Tax Receivable		1,691,803	1,691,803	1,197,608
8	GO Bond Tax Receivable		1,172,250	1,172,250	1,777,301
9	3rd Party Receivables, Net		2,950,548	2,665,272	2,560,367
10	Inventory		960,964	952,230	843,164
11	Prepaid Expenses		595,721	619,178	897,933
12	Total Current Assets	\$	15,275,634	\$ 15,049,061	\$ 13,439,516
13	Property, Plant & Equip, Net	\$	49,287,767	\$ 49,522,200	\$ 51,431,722
14	Trustee Funds - GO Bonds		4,558,768	4,749,788	4,165,042
15	Other Assets		-	-	-
16	Total Assets	\$	69,122,169	\$ 69,321,049	\$ 69,036,280
	Liabilities & Fund Balances				
	Current Liabilities:				
17	Accounts Payable	\$	2,983,638	\$ 2,969,820	\$ 4,045,567
18	Accrued Compensation		3,040,852	2,916,790	3,508,838
19	Interest Payable - GO Bonds		472,594	572,570	705,362
20	Accrued Expenses		1,646,798	1,542,200	1,402,811
21	Advances From 3rd Parties		-	-	105,388
22	Deferred Parcel Tax Revenue		1,266,656	1,583,323	2,284,410
23	Deferred GO Bond Tax Revenue		1,034,933	1,293,665	-
24	Current Maturities-LTD		370,245	383,942	800,078
25	Line of Credit - Union Bank		5,473,734	5,473,734	6,723,734
26	Other Liabilities		44,236	109,553	201,386
27	Total Current Liabilities	\$	16,333,686	\$ 16,845,597	\$ 19,777,574
28	Long Term Debt, net current portion	\$	28,723,482	\$ 28,717,517	\$ 32,856,218
29	Fund Balances:				
30	Unrestricted	\$	15,808,390	\$ 15,649,549	\$ 9,806,745
31	Restricted	·	8,256,611	8,108,386	6,595,743
32	Total Fund Balances	\$	24,065,001	\$ 23,757,935	\$ 16,402,488
33	Total Liabilities & Fund Balances	\$	69,122,169	\$ 69,321,049	\$ 69,036,280
-			, ,	, ,	, -,

### Sonoma Valley Health Care District Statement of Revenue and Expenses Comparative Results For the Period Ended February 29, 2020

	Mo	onth				Year-To- [	Date		YTD
	 This Year		ance		This		Varian		
	 Actual	\$	%		Actual	Budget	\$	%	 Prior Year
		_		Volume Information			(		
1	86 81		6%	Acute Discharges	651	666	(15)	-2%	697
2	286 308	. ,	-7%	Patient Days	2,434	2,529	(95)	-4% *	2,623
3	16 -	16	0%	Observation Days	143	-	143		13
4	16,285 14,890	1,396	9%	Gross O/P Revenue (000's)	130,039	115,562	14,476	13%	\$ 117,244
				Financial Results					
				Gross Patient Revenue					
5	\$ 5,521,200 \$ 6,493,491	. , ,	-15%	Inpatient	, , , , , , , , , , , , , , , , , , , ,	\$ 53,230,919	(5,366,280)	-10%	\$ 63,854,103
6	9,751,930 8,866,235		10%	Outpatient	75,894,199	68,586,101	7,308,098	11%	68,039,163
7	 6,533,549 6,023,546		8%	Emergency	54,144,842	46,976,196	7,168,646	15%	 49,252,386
8	\$ 21,806,679 \$ 21,383,272	423,407	2%	Total Gross Patient Revenue	\$ 177,903,680	\$ 168,793,216	9,110,464	5%	\$ 181,145,652
				Deductions from Revenue					
9	(17,795,749) (17,655,669	) (140,080)	-1%	Contractual Discounts	\$ (146,688,430)	\$ (139,370,510)	(7,317,920)	-5%	\$ (147,499,023)
10	(250,000) (150,000	) (100,000)	-67%	Bad Debt	(1,730,000)	(1,200,000)	(530,000)	-44%	(1,135,000)
11	(8,112) (23,672	) 15,560	66%	Charity Care Provision	(74,012)	(189,376)	115,364	61%	(212,845)
12	 294,488 56,250	238,238	*	Prior Period Adj/Government Program Revenue	1,960,245	1,858,802	101,443	*	 2,980,909
13	\$ (17,759,373) \$ (17,773,091	) 13,718	0%	Total Deductions from Revenue	\$ (146,532,197)	\$ (138,901,084)	(7,631,113)	5%	\$ (145,865,959)
14	\$ 4,047,306 \$ 3,610,181	437,125	12%	Net Patient Service Revenue	\$ 31,371,483	\$ 29,892,132	1,479,351	5%	\$ 35,279,693
15	\$ 19,835 \$ 35,682	(15,847)	-44%	Risk contract revenue	\$ 196,314	\$ 285,456	(89,142)	-31%	\$ 660,468
16	\$ 4,067,141 \$ 3,645,863	421,278	12%	Net Hospital Revenue	\$ 31,567,797	\$ 30,177,588	1,390,209	5%	\$ 35,940,161
17	\$ 72,961 \$ 58,800	14,161	24%	Other Op Rev & Electronic Health Records	\$ 531,862	\$ 470,400	61,462	13%	\$ 95,900
18	\$ 4,140,102 \$ 3,704,663	435,439	12%	Total Operating Revenue	\$ 32,099,659	\$ 30,647,988	1,451,671	5%	\$ 36,036,061
				Operating Expenses					
19	\$ 1,829,991 \$ 1,791,194	(38,797)	-2%	Salary and Wages and Agency Fees	\$ 14,413,230	\$ 14,459,182	45,952	0%	\$ 17,471,630
20	 644,539 \$ 659,785	15,246	2%	Employee Benefits	5,237,024	5,292,301	55,277	1%	 6,051,030
21	\$ 2,474,530 \$ 2,450,979	(23,551)	-1%	Total People Cost	\$ 19,650,254	\$ 19,751,483	101,229	1%	\$ 23,522,660
22	\$ 469,459 \$ 436,407	(33,052)	-8%	Med and Prof Fees (excld Agency)	\$ 3,455,744	\$ 3,487,004	31,260	1%	\$ 3,824,679
23	584,271 533,138	(51,133)	-10%	Supplies	4,418,842	4,250,817	(168,025)	-4%	4,645,340
24	396,620 369,872	(26,748)	-7%	Purchased Services	3,008,683	2,976,262	(32,421)	-1%	3,087,697
25	266,250 266,763	513	0%	Depreciation	2,067,365	2,134,104	66,739	3%	2,326,557
26	97,633 98,634	1,001	1%	Utilities	805,372	843,356	37,984	5%	821,567
27	36,185 39,582	3,397	9%	Insurance	307,800	316,656	8,856	3%	282,617
28	21,819 40,752	18,933	46%	Interest	268,495	385,873	117,378	30%	405,949
29	92,203 93,992	1,789	2%	Other	794,948	797,192	2,244	0%	852,080
30	 	-	*	Matching Fees (Government Programs)	451,221	451,221	-	0%	 641,048
31	\$ 4,438,970 \$ 4,330,119	(108,851)	-3%	Operating expenses	\$ 35,228,724	\$ 35,393,968	165,244	0%	\$ 40,410,194
32	\$ (298,868) \$ (625,456	)\$ 326,588	52%	Operating Margin	\$ (3,129,065)	\$ (4,745,980)	1,616,915	34%	\$ (4,374,133)

### ATTACHMENT D

### Sonoma Valley Health Care District Statement of Revenue and Expenses Comparative Results For the Period Ended February 29, 2020

		Month					Year-To- D	ate			YTD
	 This Year		Varian	ice		 This Yea	ar	Varian	се		
	 Actual		\$	%		 Actual	Budget	\$	%	F	Prior Year
					Non Operating Rev and Expense						
33	\$ (8,843) \$	(17,792)	8,949	-50%	Miscellaneous Revenue/(Expenses)	\$ 1,991,775 \$	1,050,764	941,011	90%	\$	(135,639)
34	-	1,375	(1,375)	-100%	Donations	13,461	11,000	2,461	-22%		7,883
35	(13,416)	(13,416)	-	0%	Physician Practice Support-Prima	(107,328)	(107,328)	-	0%		(397,864)
36	316,667	316,667	-	0%	Parcel Tax Assessment Rev	2,533,336	2,533,336	-	0%		2,532,586
37	 0	0	-	0%	Extraordinary Items	 (5,444)	0	(5,444)	0%		0
38	\$ 294,408 \$	286,834	7,574	3%	Total Non-Operating Rev/Exp	\$ 4,425,800 \$	3,487,772	943,472	27%	\$	2,006,966
39	\$ (4,460) \$	(338,622)	334,162	-99%	Net Income / (Loss) prior to Restricted Contributions	\$ 1,296,735 \$	(1,258,208)	2,560,387	-203%	\$	(2,367,167)
40	\$ - \$	-	-	0%	Capital Campaign Contribution	\$ - \$	-	-	0%	\$	30,447
41	\$ 148,225 \$	209,860	(61,635)	0%	Restricted Foundation Contributions	\$ 1,387,909 \$	1,678,880	(290,971)	100%	\$	1,674,040
42	\$ 143,765 \$	(128,762)	272,527	-212%	Net Income / (Loss) w/ Restricted Contributions	\$ 2,684,644 \$	420,672	2,263,972	538%	\$	(662,680)
43	163,301	163,301	-	0%	GO Bond Activity, Net	1,301,071	1,301,071	-	0%		1,224,336
44	\$ 307,066 \$	34,539	272,527	789%	Net Income/(Loss) w GO Bond Activity	\$ 3,985,715 \$	1,721,743	2,263,972	131%	\$	561,656
	\$ 261,790 \$ 6.3%	(71,859) -1.9%	333,649		EBDA - Not including Restricted Contributions	\$ 3,364,100 \$ 10.5%	875,896 2.9%	2,488,204		\$	(40,610) -0.1%

#### \* Operating Margin without Depreciation expense:

\$ (298,868) \$	(625,456) \$	326,588	52%	Operating Margin	\$ (3,129,065) \$	(4,745,980) \$	1,616,915	34%
266,250	266,763	513	0%	Add back Depreciation	2,067,365	2,134,104	66,739	3%
\$ (32,618) \$	(358,693) \$	327,101	91%	Operating Margin without Depreciation expense	\$ (1,061,700) \$	(2,611,876) \$	1,683,654	59%

### ATTACHMENT D

### Sonoma Valley Health Care District Variance Analysis For the Period Ended February 29, 2020

Operating Expenses			
Salary and Wages and Agency Fees	45,952	(38,797)	Salaries and wages over budget by (\$41,709) and agency fees under budget by \$2,912
Employee Benefits	55,277	15,246	
Total People Cost	101,229	(23,551)	
Med and Prof Fees (excld Agency)	31,260	(33,052)	Professional fees over budget due to legal costs (Human Resources)
Supplies	(168,025)	(51,133)	Implant costs over budget by (\$76,962)
			Purchased services over budget due to budgeted services used in the month of February and the
Purchased Services	(32,421)	(26,748)	unbudgeted cost in Quality due to the Human/Patient Experience initiative.
Depreciation	66,739	513	
Utilities	37,984	1,001	
Insurance	8,856	3,397	
Interest	117,378	18,933	
Other	2,244	1,789	
Matching Fees (Government Programs)	-	-	
Operating expenses	165,244	(108,851)	

### Sonoma Valley Hospital

### Cash Forecast

FY 2	2020
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		Actual July	Actual Aug	Actual Sept	Actual Oct	Actual Nov	Actual Dec	Actual Jan	Actual Feb	Forecast Mar	Forecast Apr	Forecast May	Forecast Jun	TOTAL
	Hospital Operating Sources			-										
1	Patient Payments Collected	4,267,579	3,747,119	3,783,981	3,724,440	3,674,833	4,402,798	4,285,824	3,729,401	3,900,174	3,665,360	3,802,680	3,701,357	46,685,545
2	Capitation Revenue	26,337	24,434	24,943	24,298	25,643	26,005	24,819	19,835	35,682	35,682	35,682	35,682	339,041
3	Napa State	2,565	983	6,153	17,109	18,240	49,465	14,872	-	11,231	11,231	11,231	11,231	154,312
4 5	Other Operating Revenue Other Non-Operating Revenue	27,168 38,832	113,630 43.824	31,381 24,455	162,702 35,838	77,470 13,448	51,209 22,627	86,697 20,495	148,851 10,126	58,800 25,795	58,800 25,795	58,800 25,795	58,800 25,785	934,307 312,815
5	Unrestricted Contributions	12,593	43,024	24,455 755	3,263	6,219	22,027	10,214	1,550	1,375	1,375	1,375	1,375	42,859
7	Line of Credit	12,000		100	0,200	0,210	2,700	10,214	1,000	1,070	1,070	1,070	1,070	-
•	Sub-Total Hospital Sources	4,375,074	3,929,990	3,871,668	3,967,650	3,815,852	4,554,869	4,442,921	3,909,763	4,033,057	3,798,243	3,935,563	3,834,230	48,468,880
	Hospital Uses of Cash													
8	Operating Expenses	4,751,297	5,353,928	4,260,382	4,307,504	4,160,854	4,479,501	5,664,106	4,235,166	4,078,725	4,064,515	4,185,074	4,085,675	53,626,727
9	Add Capital Lease Payments	111,366	185,165	32,638	390,032	112,524	33,887	71,986	7,732	32,640	18,990	18,990	85,990	1,101,941
10	Additional Liabilities/LOC		625,000				625,000							1,250,000
11	- P - P - P - P - P - P - P - P - P - P	435,215	73,951	160,473	54,243	187,550	59,628	447,224	146,675	209,860	209,860	209,860 4,413,924	209,859	2,404,399
	Total Hospital Uses	5,297,879	6,238,044	4,453,493	4,751,778	4,460,928	5,198,016	6,183,316	4,389,573	4,321,225	4,293,365	4,413,924	4,381,524	58,383,066
	Net Hospital Sources/Uses of Cash	(922,805)	(2,308,055)	(581,825)	(784,129)	(645,076)	(643,147)	(1,740,395)	(479,810)	(288,168)	(495,122)	(478,361)	(547,294)	(9,914,185)
	Non-Hospital Sources													
12	Restricted Cash/Money Market	(1,056,509)	725,000	1,500,000			(500,000)	200,000		1,000,000		(3,900,000)		(2,031,509)
13	Restricted Capital Donations	342,251	5,000	160,473	36,918	187,550	59,628	447,224	146,675	209,860	209,860	209,860	209,859	2,225,158
14		100,099		F4 600			2,108,197				1,600,000			3,808,296
15 16	Other Payments - South Lot/LOC/Fire Claim Other:	956,411		51,682										1,008,092
10	IGT									1,408,802		4,500,000		5,908,802
18	IGT - AB915					31,705				1,033,000		4,500,000	294,488	1,359,193
19	PRIME					01,100	135,000			1,000,000			201,100	135,000
	Sub-Total Non-Hospital Sources	342,251	730,000	1,712,154	36,918	219,255	1,802,825	647,224	146,675	3,651,662	1,809,860	809,860	504,347	12,413,032
	Non-Hospital Uses of Cash													
20						67,500		451,221		2,314,115				2,832,836
	Sub-Total Non-Hospital Uses of Cash	-	-	-	-	67,500	-	451,221	-	2,314,115	-	-	-	2,832,836
	Net Non-Hospital Sources/Uses of Cash	342,251	730,000	1,712,154	36,918	151,755	1,802,825	196,003	146,675	1,337,547	1,809,860	809,860	504,347	9,580,196
	Net Sources/Uses	(580,553)	(1,578,055)	1,130,329	(747,211)	(493,321)	1,159,679	(1,544,392)	(333,135)	1,049,379	1,314,738	331,499	(42,947)	
	Operating Cash at beginning of period	3,450,014	2,869,461	1,291,406	2,421,736	1,674,525	1,181,204	2,340,883	796,491	463,356	1,512,735	2,827,473	3,158,972	
	Operating Cash at End of Period	2,869,461	1,291,406	2,421,736	1,674,525	1,181,204	2,340,883	796,491	463,356	1,512,735	2,827,473	3,158,972	3,116,025	
	Money Market Account Balance	3,258,551	2,533,925	1,034,199	1,034,330	1,035,454	1,534,600	1,334,793	1,334,946	334,946	334,946	4,234,946	4,234,946	
	Total Cash at End of Period	6,128,012	3,825,331	3,455,935	2,708,855	2,216,658	3,875,483	2,131,284	1,798,302	1,847,681	3,162,419	7,393,918	7,350,971	
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	Average Days of Cash on Hand	38.82	36.60	28.00	22.51	16.89	17.85	20.38	15.67	13.40	22.93	53.62	53.31	

### ATTACHMENT F