



**Regular Board Meeting  
September 28, 2021 12:00 PM**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/87428110983>

**Meeting ID: 874 2811 0983**

One tap mobile

+12532158782,,87428110983# US (Tacoma)

+13462487799,,87428110983# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 874 2811 0983

**SEPTEMBER 28, 2021**





## **2021 Board Meeting Calendar**

January 26, 2021, 12:00 p.m.

February 23, 2021, 12:00 p.m.

March 23, 2021, 12:00 p.m.

April 27, 2021, 12:00 p.m.

May 25, 2021, 12:00 p.m.

June 8, 2021, 12:00 p.m. (Budget)

June 22, 2021, 12:00 p.m. (If Needed)

July 27, 2021, 12:00 p.m.

August – Dark

September 28, 2021, 12:00 p.m.

October 26, 2021, 12:00 p.m.

November 16, 2021, 8:30 a.m. (Board Work Study)

December - Dark







## SECTION 5

### PUBLIC COMMENTS

COVID-19 RESPONSE: The Board reserves this time to hear from the public. If you wish to make a general public comment, or comment on a specific agenda item, please submit your comment via email by 4:00 p.m. on Monday, September 27, 2021 to the Clerk to the Board at [karenv@camhealth.com](mailto:karenv@camhealth.com). The Clerk to the Board will print your email, distribute copies to all Board Members prior to the meeting, and the Board President or Chief Executive Officer will read the emailed comments aloud during general public comments, or during the specified agenda item.

Members of the Public can observe or participate in the virtual Meeting during open session by clicking on the following Zoom link to join the virtual meeting:  
<https://us06web.zoom.us/j/87428110983> Meeting ID: 874 2811 0983  
Or join by telephone: 1(253)215-8782 Meeting ID: 874 2811 0983

**SEPTEMBER 28, 2021**

**This page intentionally left blank.**



## Agenda

**September 28, 2021 – 12:00 p.m.**

**Regular Meeting of the Board of Directors - Zoom Meeting**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/87428110983>

**Meeting ID: 874 2811 0983**

**One tap mobile**

**+12532158782,,87428110983# US (Tacoma)**

**+13462487799,,87428110983# US (Houston)**

COVID-19 RESPONSE: This meeting will be conducted pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20. To observe and /or participate in the Board meeting you are welcome to join our Zoom Meeting.

### Board of Directors

Christopher Loh, MD, President  
Tom Doria, MD, Vice President  
Richard Loft, MD, Clerk of the Board  
Mark Hiepler, ESQ, Director  
Martin T. Daly, Director

### Staff

Kara Ralston, Chief Executive Officer  
Sonia Amezcua, Chief Administrative Officer  
Karen Valentine, Clerk to the Board

### Participants

Rick Wood, *CSDA Financial Services*  
Shalene Hayman, *Hayman Consulting*

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE– Director Loh**

**4. DELETIONS/CORRECTIONS TO THE POSTED AGENDA**

**5. PUBLIC COMMENT - Ca. GC Section 54954.3**

- Members of the public can observe or participate in the virtual Meeting during open session by clicking on the following Zoom link to join the virtual meeting:  
<https://us06web.zoom.us/j/87428110983> Meeting ID: 874 2811 0983  
Or join by telephone: 1 (253) 215-8782 – Meeting ID: 874 2811 0983
- Public who cannot participate but want to make a public comment can submit your comment via email by 4:00 p.m. on Monday, September 27, 2021 to the Clerk to the Board at [karenv@camhealth.com](mailto:karenv@camhealth.com). The Clerk to the Board will print your email, distribute copies to all Board Members prior to the meeting, and the Board President or Chief Executive Officer will read the emailed comments aloud during general public comments, or during the specified agenda item. There will be a maximum of three minutes allowed per public comment.

**6. PRESENTATION - None**

**7. CONSENT AGENDA**

Consent Agenda items are considered routine and are acted upon without discussion, with one motion. If discussion is requested, that item(s) will be removed from the Consent Agenda for discussion, and voted on as a separate item. If no discussion is requested, the Board President may request a motion to approve as presented.

- A. Approval of the Minutes of the Finance/Investment Committee Meeting of July 27, 2021.  
**(Please see Section 7-A)**
- B. Approval of the Minutes of the Regular Board of Directors Meeting of July 27, 2021.  
**(Please see Section 7-B)**
- C. Approval of the Minutes of the Executive Committee Meeting of September 21, 2021.  
**(Please see Section 7-C)**

**Suggested Motion:** Motion to approve Consent Agenda as presented.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Abstain \_\_\_\_\_ Pass \_\_\_\_\_  
Loh \_\_\_\_\_ Doria \_\_\_\_\_ Loft \_\_\_\_\_ Hiepler \_\_\_\_\_ Daly \_\_\_\_\_

**8. DISCUSSION AND ACTION OF CONSENT AGENDA ITEMS PULLED, IF NECESSARY**

**9. ITEMS FOR ACTION**

- A. **Review/ Discussion /Action** – Consideration, discussion, and recommendation for approval of District Check Register, Check Register Comparison, Financial Reports, and monthly Investment and Designated Reserve Report for period ending July 31, 2021.  
**(Please see Section 9-A)**

**Suggested Motion:** Motion to approve District Check Register, Financial Reports, and monthly Investment and Designated Reserve Report for period ending July 31, 2021.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Abstain \_\_\_\_\_ Pass \_\_\_\_\_  
Loh \_\_\_\_\_ Doria \_\_\_\_\_ Loft \_\_\_\_\_ Hiepler \_\_\_\_\_ Daly \_\_\_\_\_

- B. **Review/ Discussion /Action** – Consideration, discussion, and recommendation for approval of District Check Register, Check Register Comparison, Financial Reports, and monthly Investment and Designated Reserve Report for period ending August 31, 2021.  
**(Please see Section 9-B)**

**Suggested Motion:** Motion to approve District Check Register, Financial Reports, and monthly Investment and Designated Reserve Report for period ending August 31, 2021.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Abstain \_\_\_\_\_ Pass \_\_\_\_\_  
Loh \_\_\_\_\_ Doria \_\_\_\_\_ Loft \_\_\_\_\_ Hiepler \_\_\_\_\_ Daly \_\_\_\_\_

**C. Review/ Discussion /Action** – Consideration, discussion, and recommendation for approval of the Disclosure of Reimbursement Report for fiscal year 2020/2021, District Policy 1120. **(Please see Section 9-C)**

**Suggested Motion:** Motion to approve the Disclosure of Reimbursement Report for fiscal year 2020/2021.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Abstain \_\_\_\_\_ Pass \_\_\_\_\_

Loh \_\_\_\_\_ Doria \_\_\_\_\_ Loft \_\_\_\_\_ Hiepler \_\_\_\_\_ Daly \_\_\_\_\_

**D. Review/ Discussion /Action** – Consideration, discussion, and recommendation for approval of District Resolution 21-09, Adopting the 2022 Regular Board Meeting Calendar. **(Please see Section 9-D)**

**Suggested Motion:** Motion to approve District Resolution 21-09, Adopting the 2022 Regular Board Meeting Calendar.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Abstain \_\_\_\_\_ Pass \_\_\_\_\_

Loh \_\_\_\_\_ Doria \_\_\_\_\_ Loft \_\_\_\_\_ Hiepler \_\_\_\_\_ Daly \_\_\_\_\_

**E. Review/ Discussion/ Action** – Consideration, discussion, and recommendation for approval of District Resolution 21-08, Restatement of Qualified Retirement Plan. **(Please see Section 9-E)**

**Suggested Motion:** Motion to approve Resolution 21-08, Restatement of Qualified Retirement Plan.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Abstain \_\_\_\_\_ Pass \_\_\_\_\_

Loh \_\_\_\_\_ Doria \_\_\_\_\_ Loft \_\_\_\_\_ Hiepler \_\_\_\_\_ Daly \_\_\_\_\_

**F. Review/ Discussion/ Action** – Consideration, discussion, and action on Resolution 21-10, Authorizing Remote Teleconference Meetings of the Board of Directors for a 30-Day Period commencing October 1, 2021. **(Please see Section 9-F)**

**Suggested Motion:** Motion to approve District Resolution 21-10, Authorizing Remote Teleconference Meetings of the Board of Directors for a 30-Day Period commencing October 1, 2021.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Abstain \_\_\_\_\_ Pass \_\_\_\_\_

Loh \_\_\_\_\_ Doria \_\_\_\_\_ Loft \_\_\_\_\_ Hiepler \_\_\_\_\_ Daly \_\_\_\_\_

10. **CHIEF EXECUTIVE OFFICER REPORT**

11. **BOARD PRESIDENT REPORT**

12. **BOARD MEMBERS COMMENTS AND/OR REPORTS**

13. **FUTURE MEETING AND EVENTS**

---

**Board of Directors Meetings**

• <b>Executive Committee: Loh, Doria</b>	October 19, 2021, 12:00 p.m.	<b>IN-PERSON</b>
• <b>Finance Committee: Hiepler, Daly</b>	October 26, 2021, 10:30 a.m.	<b>IN-PERSON</b>
• <b>Full Board:</b>	October 26, 2021, 12:00 p.m.	<b>IN-PERSON</b>
• <b>Executive Committee: Loh, Doria</b>	November 9, 2021, 12:00 p.m.	<b>IN-PERSON</b>
• <b>Full Board:</b>	November 16, 2021, 12:00 p.m.	<b>IN-PERSON</b>
• <b>Full Board:</b>	December 2021 - Dark	
• <b>Executive Committee: Proposed</b>	January 18, 2022, 12:00 p.m.	<b>IN-PERSON</b>
• <b>Finance Committee: Proposed</b>	January 25, 2022, 10:30 a.m.	<b>IN-PERSON</b>
• <b>Full Board: Proposed</b>	January 25, 2022, 12:00 p.m.	<b>IN-PERSON</b>

14. **ADJOURNMENT** - This meeting of the Camarillo Health Care District Board of Directors is adjourned at \_\_\_\_\_p.m.

**ACTION ITEMS** not appearing on the Agenda may be addressed on an emergency basis by a majority vote of the Board of Directors when need for action arises.

**ADA compliance statement;** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk to the Board of Directors, Karen Valentine, at (805) 482-9382. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

Note: This agenda was posted at the Camarillo Health Care District Administrative Office and on our website, [www.camhealth.com](http://www.camhealth.com) on Friday, September 24, 2021, on or before 4:00 p.m.



**SECTION 6**

**PRESENTATION**

**SEPTEMBER 28, 2021**

**This page intentionally left blank.**





**SECTION 7**

**CONSENT AGENDA**

**SECTION 7-A  
APPROVAL OF MINUTES OF  
THE FINANCE/INVESTMENT COMMITTEE MEETING  
JULY 27, 2021**

**SEPTEMBER 28, 2021**

**Finance/Investment Committee Meeting  
Camarillo Health Care District Board of Directors  
Zoom Meeting  
Meeting ID: 870 8486 2911**

**Board of Directors**

Mark Hiepler, Esq., Director  
Martin T. Daly, Director

**Participants:**

Rick Wood, *CSDA Financial Services*  
Shalene Hayman, *Hayman Consulting*

**Staff**

Kara Ralston, Chief Executive Officer  
Sonia Amezcua, Chief Administrative Officer  
Karen Valentine, Clerk to the Board

- 
1. **Call to Order** – The Finance/Investment Committee Meeting was called to order by Director Hiepler, at 10:33 a.m.
  2. No public comment.
  3. Reviewed Quarterly Investment and Reserve Report and Tax Revenue Report for period ending June 30, 2021.
  4. Reviewed Preliminary Operating Results and Departmental Activities for quarter ending June 30, 2021.
  5. Reviewed Check Register and Check Register Comparison for period ending June 30, 2021.
  6. Quarterly review of District credit card usage.
  7. Quarterly legal expense review.
  8. CEO Report
  9. The next Finance/Investment Committee Meeting will be held on October 26, 2021, at 10:30 a.m.
  10. Having no further business, this meeting is adjourned at 11:48 a.m.

---

Mark Hiepler  
Director



**SECTION 7**

**CONSENT AGENDA**

**SECTION 7-B  
APPROVAL OF MINUTES OF  
THE REGULAR BOARD MEETING OF JULY 27, 2021**

**SEPTEMBER 28, 2021**

**Regular Meeting of the Board of Directors**  
Zoom Meeting – Meeting ID: **872 2455 9313**

**Board of Directors - Present**

Christopher Loh, MD, President  
Richard Loft, MD, Director, Clerk of the Board  
Mark Hiepler, ESQ, Director  
Martin T. Daly, Director

**Staff - Present**

Kara Ralston, Chief Executive Officer  
Sonia Amezcua, Chief Administrative Officer  
Karen Valentine, Clerk to the Board

**Participants:**

Rick Wood, *Financial Services Vendor, CSDA*  
Shalene Hayman, *Hayman Consulting*

**Guests**

- 
1. **Call to Order and Roll Call** - The Regular Meeting of the Camarillo Health Care District Board of Directors was called to order on Tuesday, July 27, 2021, at 12:04 p.m., by Christopher Loh, President.
  2. **Pledge of Allegiance** – Director Daly
  3. **Amendments to The Agenda** – None
  4. **Public Comment** – None
  5. **Presentations** – None
  6. **Consent Agenda** - It was **MOVED** by Director Loft, **SECONDED** by Director Loh, and **MOTION PASSED** that the Board of Directors approve the Consent Agenda as presented.

**Roll Call Vote: Ayes:** Loh, Loft, Daly

**Nays:** None

**Absent:** Doria, Hiepler

*Director Hiepler arrived at 12:11 p.m.*

7. **Action Items**

**A. Review/ Discussion /Action** – Consideration, discussion, and recommendation for approval of District Check Register, Check Register Comparison, Financial Reports, and monthly Investment and Designated Reserve Report for period ending May 31, 2021.

It was **MOVED** by Director Loft, **SECONDED** by Director Hiepler, and **MOTION PASSED** that the Board of Directors approve the District Check Register, Check Register Comparison, Financial Reports, and monthly Investment and Designated Reserve Report for period ending May 31, 2021.

**Roll Call Vote: Ayes:** Loh, Loft, Hiepler, Daly

**Nays:** None

**Absent:** Doria

**B. Review/ Discussion /Action** – Consideration, discussion, and recommendation for approval of District Check Register, Check Register Comparison, Financial Reports, and monthly Investment and Designated Reserve Report for period ending June 30, 2021.

It was **MOVED** by Director Daly, **SECONDED** by Director Loft, and **MOTION PASSED** that the Board of Directors approve the District Check Register, Check Register Comparison, Financial Reports, and monthly Investment and Designated Reserve Report for period ending June 30, 2021.

**Roll Call Vote: Ayes:** Loh, Loft, Hiepler, Daly    **Nays:** None    **Absent:** Doria

**C. Review/ Discussion /Action** – Consideration, discussion, and recommendation for approval of District Resolution 21-07, Affirming Service Authority.

It was **MOVED** by Director Hiepler, **SECONDED** by Director Loft, and **MOTION PASSED** that the Board of Directors approve District Resolution 21-07, Affirming Service Authority.

**Roll Call Vote: Ayes:** Loh, Loft, Hiepler, Daly    **Nays:** None    **Absent:** Doria

**D. Review/ Discussion /Action** – Consideration, discussion, and recommendation for approval of the District’s revised Pay Schedule, Attachment B, determining the amount of compensation earnable pursuant to California Code of Regulations (CCR) Title 2, Section 570.5.

It was **MOVED** by Director Daly, **SECONDED** by Director Loft, and **MOTION PASSED** that the Board of Directors approve the District’s revised Pay Schedule, Attachment B, determining the amount of compensation earnable pursuant to California Code of Regulations (CCR) Title 2, Section 570.5.

**Roll Call Vote: Ayes:** Loh, Loft, Hiepler, Daly    **Nays:** None    **Absent:** Doria

**8. Chief Executive Officer Report**

CEO Ralston reported on continued efforts in petitioning the County of Ventura and the State for COVID-19 relief funding. Relief funding was recently provided to Conejo Valley Recreation and Park District through special funding provided by the California State Legislature (Assemblymember Jacqui Irwin). CEO Ralston continues exploring potential funding avenues with elected officials, County of Ventura, City of Camarillo, Ventura County Special Districts Association, California Special Districts Association, and Association of California Healthcare Districts.

Ms. Ralston reported that District recently purchased the HUR Senso Balance Machine which is a scientifically based dual-tasking fall reduction and cognitive training platform designed to support independence. The *think and move* integrated, fun and easy to use equipment simultaneously improve physical and cognitive function through interactive motor training activities and gaming. The platform sensors dynamically capture all of the vital data with easy-to-understand results that ensure improved cognitive and activity levels for all users. The machine is scheduled to be available for use in Sept/Oct 2021, and will be offered to District residents by appointment, at no charge.

**9. Board President's Report**

President Loh mentioned the current COVID Delta surge and it showing no signs of peaking.

**10.** Having no further business this meeting was adjourned at 1:44 p.m.

---

Richard Loft  
Clerk of the Board



**SECTION 7**

**CONSENT AGENDA**

**SECTION 7-C  
APPROVAL OF MINUTES OF  
THE EXECUTIVE/AGENDA BUILDING COMMITTEE MEETING OF  
SEPTEMBER 21, 2021**

**SEPTEMBER 28, 2021**

## MINUTES

September 21, 2021

**Executive/Agenda Building Committee Meeting  
Camarillo Health Care District Board of Directors**

**ZOOM MEETING**

**Meeting ID: 825 2221 6467**

**Board Members Present:**

Christopher Loh, President  
Tom Doria, MD, Vice President

**Staff Present:**

Kara Ralston, Chief Executive Officer  
Karen Valentine, Clerk to the Board

- 
1. Call to Order – The Executive Committee Meeting was called to order by President Christopher Loh, at 12:03 p.m.
  2. Roll Call – Loh, Doria
  3. Public Comment – No Public Comment
  4. Reviewed the proposed Agenda for the Regular Board Meeting scheduled for September 28, 2021.
  5. **Consent Agenda**
    - A. Reviewed the Minutes of the Finance/Investment Committee Meeting of July 27, 2021.
    - B. Reviewed the Minutes of the Regular Board Meeting of July 27, 2021.
  6. **Action Items**
    - A. Reviewed Check Register, Check Register Comparison, financial reports, and monthly Investment and Designated Reserve Report for period ending July 31, 2021.
    - B. Reviewed Check Register and Check Register Comparison Report for period ending August 31, 2021.
    - C. Reviewed District Disclosure of Reimbursement Report for fiscal year 2020/2021, District Policy 1120.
    - D. Reviewed District Resolution 21-09, Adopting the 2022 Regular Board Meeting Calendar.
    - E. Reviewed District Resolution 21-08, Restatement of Qualified Retirement Plan.
  7. **CEO Report** – CEO Ralston discussed the passage of AB 361, Brown Act Remote Meetings During a State of Emergency, and suggested this be brought before the full Board at the September 28, 2021 Regular Board Meeting. The Executive Committee Concurred.
  8. **Meeting Adjourned at 1:10 p.m.**

---

Christopher Loh  
President





**SECTION 8**

**SECTION 8**

**DISCUSSION AND ACTION OF CONSENT AGENDA ITEMS PULLED,  
IF NECESSARY**

**SEPTEMBER 28, 2021**

**This page intentionally left blank.**



**SECTION 9**

**ITEMS FOR BOARD ACTION**

**SECTION 9-A**

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND  
RECOMMENDATION FOR APPROVAL OF DISTRICT CHECK REGISTER, CHECK  
REGISTER COMPARISON, FINANCIAL REPORTS, AND MONTHLY  
INVESTMENT AND DESIGNATED RESERVE REPORT FOR  
PERIOD ENDING JULY, 2021.**

**SEPTEMBER 28, 2021**

**Camarillo Health Care District**  
**Monthly Check Register**  
Sorted by Alphabetical  
July 2021 Checks/EFTs

Check Number	Date	EFT #/ Vendor	Name	Net Amount	Type	Timing
Cash Account #4 [Bank of the West General]						
68913	7/6/2021	ALLIANT	Alliant Insurance Services, Inc	45,415.13	V	ANN
68926	7/14/2021	ACCESS	Access TLC Caregivers DBA	5,743.90	V	MO
68927	7/14/2021	ACHD	ACHD	8,111.00	V	ANN
68928	7/14/2021	AFLAC	Aflac	875.58	V	MO
68937	7/14/2021	GADDIS	Alexa Gaddis	219.35	E	
68929	7/14/2021	ALLIANT	Alliant Insurance Services, Inc	1,421.68	V	MO
68930	7/14/2021	AMERICAN	American Automatic Doors, Inc	5,547.81	V	
68961	7/28/2021	ANACAPA	Anacapa Heating & Air, Inc	129.00	V	
68931	7/14/2021	ANDERSON	Anderson Refrigeration dba	26.81	V	
68948	7/21/2021	ANDERSON	Anderson Refrigeration dba	165.00	V	
68932	7/14/2021	ASSISTED	Assisted Healthcare Services	694.88	V	MO
68949	7/21/2021	B&BMAIL	B & B Mailing Services	1,818.40	V	MO
68915	7/6/2021	BETA	Beta Healthcare Group	38,994.64	V	ANN
68950	7/21/2021	BETA	Beta Healthcare Group	2,556.64	V	MO
68951	7/21/2021	BETA WC	Beta Healthcare Group	2,445.00	V	MO
68914	7/6/2021	BARKER	Blair Barker	110.86	B	MO
68916	7/6/2021	C3 INTEL	C3 Intelligence, Inc	265.00	V	MO
68965	7/28/2021	LOH	Christopher Loh, MD	200.00	BOD	
68933	7/14/2021	CMH	CMH Centers for Family Health	170.00	V	MO
68952	7/21/2021	COLANTUONO	Colantuono, Highsmith, Whatley, PC	2,718.00	V	ONGOING
68934	7/14/2021	COMFORT	Comfort Keepers dba	1,581.00	V	MO
68953	7/21/2021	COMMANDER	Commander Printed Products	11,854.51	V	
68954	7/21/2021	CPI	CPI Solutions, Inc	7,943.12	V	MO
68962	7/28/2021	CPI	CPI Solutions, Inc	3,519.56	V	MO
68942	7/14/2021	PATEL	Daksha Patel	79.05	E	
68935	7/14/2021	DK FLEET	DK Fleet Inc.	374.82	V	MO
68917	7/6/2021	DOS CAMINOS	Dos Caminos Plaza	5,353.92	V	MO
68918	7/6/2021	FRONTIER	Frontier Communications	130.98	V	MO
68919	7/6/2021	HARTFORD	Hartford Life	1,012.21	V	MO
68955	7/21/2021	HAYMAN	Hayman Consulting dba	2,688.50	V	MO
68938	7/14/2021	HOME REMEDIE	Home Remedies dba	1,790.00	V	MO
68939	7/14/2021	IBRC	IBRC, Inc	2,229.00	V	
68956	7/21/2021	ITS	Integrated Telemanagement Services,	874.02	V	MO
68943	7/14/2021	RINGHOF	Jackie Ringhof	360.00	V	
68920	7/6/2021	JTS	JTS Facility Services	1,850.00	V	MO
68936	7/14/2021	DO	Juliann Do	178.30	E	
68963	7/28/2021	KEARNS	Kearns Electric Company	90.00	V	
68940	7/14/2021	LAFCO	LAFCO	2,447.00	V	ANN
68941	7/14/2021	LEAF	Leaf	2,025.32	V	MO
68921	7/6/2021	LEAVITT	Leavitt Insurance Services of L.A., Inc	4,278.38	V	ANN
68946	7/14/2021	TAPIA	Mayra Tapia	100.14	E	
68922	7/6/2021	METLIFE	MetLife Small Business	682.27	V	MO
68966	7/28/2021	METLIFE	MetLife Small Business	593.99	V	MO
68957	7/21/2021	PETTY	Petty Cash - Administrat	227.99	V	MO
68923	7/6/2021	PITNEYBOWES	Pitney Bowes	189.74	V	MO
68964	7/28/2021	LOFT	Richard Loft, MD	100.00	BOD	
68944	7/14/2021	SAFEGWAY	Safeway Inc	126.69	V	
68967	7/28/2021	SO CA EDISON	Southern California Edison	3,147.90	V	MO
68945	7/14/2021	SO CA GAS	Southern California Gas	219.34	V	MO
68958	7/21/2021	STAPLES	Staples Business Advantage	522.82	V	MO
68968	7/28/2021	THOMAS	Thomas Family Window Cleaning LL	265.32	V	
68969	7/28/2021	TROPICAL	Tropical Car Wash	208.00	V	MO
68947	7/14/2021	UMPQUA	Umpqua Bank	9,412.67	V	MO
68924	7/6/2021	VCSDA	V C S D A	150.00	V	
68970	7/28/2021	VCSDA	V C S D A	63.00	V	
68959	7/21/2021	VALIC	VALIC	1,269.56	V	MO
68925	7/6/2021	VISION	Vision Services Plan	262.24	V	MO
68960	7/21/2021	VOYAGER	Voyager Fleet Systems Inc	2,580.11	V	MO
Report Total				188,410.15		

## Check Register Monthly Comparison

### FY 2021/22

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Mo. Avg (varies through year as amts added)
\$188,410	\$55,759	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,085
<b>YTD Total</b>											<b>\$244,170</b>	

Notes FY 21/22:

July '21 Annual Insurance Invoices increased by \$28k

### FY 2020/21

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Mo. Avg (varies through year as amts added)
\$155,740	\$47,551	\$147,667	\$88,955	\$48,137	\$57,225	\$54,157	\$41,754	\$61,960	\$41,358	\$62,024	\$79,772	\$101,646
<b>YTD Total</b>											<b>\$886,300</b>	

Notes FY 20/21:

July '20 Annual insurances

Sep '20 ADC Construction Loan pmt \$99K #6 of 7

Mar 21 - N-95 Masks for ADC

May '21 Plumbing services - 4 Water Heaters & maintenance

Jun '21 Senso Balance Machine 1/2 dep \$7,561 (Capital)

**NOTE: this is a comparison of checks only; does not include expenses such as OPEB accrual, salary/benefit expenses, UAL expense, depreciation; July and Aug of each year may or may not include month prior June expenses.**

# Camarillo Health Care District

## Statements of Activities

*Month-to-Date Variance, July 2021 - current month, Consolidated by department*

	<i>1 Month Ended July 31, 2021</i>	<i>1 Month Ended July 31, 2021 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
REVENUE				
Tax Revenue-Admin	251,669.50	251,669.50	0.00	0.0 %
Community Education	160.00	1,518.34	(1,358.34)	-89.5 %
Transportation Fees	1,785.00	945.83	839.17	88.7 %
Transport Fees ADC	1,355.00	1,900.00	(545.00)	-28.7 %
Health Screening Fees	0.00	16.67	(16.67)	-100.0 %
Counseling	0.00	416.67	(416.67)	-100.0 %
Lifeline Fees	2,600.00	2,296.00	304.00	13.2 %
Sr Nutrition Home Delivered	3,183.30	1,416.67	1,766.63	124.7 %
Contract-PICF-Falls	626.76	1,583.33	(956.57)	-60.4 %
Contract-PICF Anthem	0.00	115.00	(115.00)	-100.0 %
Contract-PICF-Blue Shield	0.00	241.67	(241.67)	-100.0 %
Contract-VCAAA-Evid Base	0.00	900.00	(900.00)	-100.0 %
ADC Fees	11,016.00	22,560.00	(11,544.00)	-51.2 %
Grant-VCAAA Caregiver Respite	1,174.52	3,062.50	(1,887.98)	-61.6 %
Contract-Caregiver Navigation Project	0.00	1,156.25	(1,156.25)	-100.0 %
Donations-Scholarship	0.00	208.33	(208.33)	-100.0 %
Sponsorship	0.00	100.00	(100.00)	-100.0 %
Healthy Attitude Advertising	0.00	416.67	(416.67)	-100.0 %
Interest Income	7.69	2,083.33	(2,075.64)	-99.6 %
Facility Use Rental	486.00	416.67	69.33	16.6 %
Facility Use-Lease	450.00	530.83	(80.83)	-15.2 %
Donations	0.00	166.66	(166.66)	-100.0 %
Fischer Fund Distribution	0.00	12,083.33	(12,083.33)	-100.0 %
Grant-VCAAA-Sr Nutrition	7,867.93	8,004.83	(136.90)	-1.7 %
City of Cam SNP HDM	0.00	3,083.33	(3,083.33)	-100.0 %
City of Camarillo-CDBG CV3	0.00	4,166.67	(4,166.67)	-100.0 %
Support Services Offset	147,277.02	27,361.42	119,915.60	438.3 %
Grant-VCAAA-SS Line	3,843.36	4,166.67	(323.31)	-7.8 %
Grant-SCAN Community	0.00	962.58	(962.58)	-100.0 %
<b>TOTAL REVENUE</b>	<b>433,502.08</b>	<b>353,549.75</b>	<b>79,952.33</b>	<b>22.6 %</b>
	<b>433,502.08</b>	<b>353,549.75</b>	<b>79,952.33</b>	<b>22.6 %</b>
	<b>433,502.08</b>	<b>353,549.75</b>	<b>79,952.33</b>	<b>22.6 %</b>

	<i>1 Month Ended July 31, 2021</i>	<i>1 Month Ended July 31, 2021 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
<b>EXPENSES</b>				
Salaries	90,016.60	137,243.08	47,226.48	34.4 %
Payroll Taxes	11,167.69	10,866.75	(300.94)	-2.8 %
Benefits-PERS-Health	13,871.62	22,514.90	8,643.28	38.4 %
Benefits-PERS-Retirement	6,663.64	10,925.24	4,261.60	39.0 %
Benefits - Workers Comp	2,957.94	3,188.08	230.14	7.2 %
Benefits - Life/ADD	2,281.77	2,546.26	264.49	10.4 %
Benefits-OPEB	5,110.13	4,927.84	(182.29)	-3.7 %
PERS Retirement UAL	131,240.00	136,000.00	4,760.00	3.5 %
Audit Fees	0.00	1,916.67	1,916.67	100.0 %
Partnershp Initiatives	0.00	166.67	166.67	100.0 %
Legal Fees	1,513.50	2,500.00	986.50	39.5 %
Contractors/Consultants	11,936.98	23,630.67	11,693.69	49.5 %
Support Services	147,277.02	27,361.33	(119,915.69)	-438.3 %
Instructor Agreement Fees	0.00	1,083.33	1,083.33	100.0 %
Community/Staff Outreach	42.00	1,185.57	1,143.57	96.5 %
Dues/Subscriptions	10,903.54	3,719.24	(7,184.30)	-193.2 %
Continuing Education-Trustee	1,824.10	2,494.67	670.57	26.9 %
Continuing Education-Staff	2,736.95	2,457.07	(279.88)	-11.4 %
Trustee Stipends	600.00	825.00	225.00	27.3 %
LAFCO Assessments	2,447.00	202.00	(2,245.00)	-1111.4 %
Mileage	1,000.42	2,413.00	1,412.58	58.5 %
Program Matls/Activities	398.89	2,596.25	2,197.36	84.6 %
Gas & Oil	1,751.92	1,250.00	(501.92)	-40.2 %
Fleet Maintenance	208.00	1,666.67	1,458.67	87.5 %
Minor Equipment	2,257.25	1,419.08	(838.17)	-59.1 %
Supplies	87.41	1,833.26	1,745.85	95.2 %
Postage	2,003.76	3,228.49	1,224.73	37.9 %
Advertising & Promotion	523.28	2,083.33	1,560.05	74.9 %
Refunds	0.00	209.17	209.17	100.0 %
Printing	11,963.91	6,159.01	(5,804.90)	-94.3 %
Repairs & Maintenance	8,047.13	4,129.76	(3,917.37)	-94.9 %
Association Fees	5,353.92	5,356.43	2.51	0.0 %
Insurance	8,059.17	12,277.42	4,218.25	34.4 %
Storage Rent/Equip Lease	2,620.06	2,335.16	(284.90)	-12.2 %
Telephone	1,787.38	1,830.00	42.62	2.3 %
Utilities	3,383.08	2,204.66	(1,178.42)	-53.5 %
Licenses & Fees	3,519.56	766.34	(2,753.22)	-359.3 %
Bank & Credit Card Charges	861.60	708.33	(153.27)	-21.6 %
<b>TOTAL EXPENSES</b>	<b>496,417.22</b>	<b>448,220.73</b>	<b>(48,196.49)</b>	<b>-10.8 %</b>
<b>OPERATING RESULTS</b>	<b>(62,915.14)</b>	<b>(94,670.98)</b>	<b>31,755.84</b>	<b>33.5 %</b>
<b>OTHER INCOME &amp; EXPENSE</b>				
Other Income -Admin	375.00	1,590.17	(1,215.17)	-76.4 %

	<i>1 Month Ended July 31, 2021</i>	<i>1 Month Ended July 31, 2021 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Depreciation Expense	(9,703.21)	(10,416.59)	713.38	6.8 %
Interest Expense	0.00	(602.75)	602.75	100.0 %
TOTAL OTHER INCOME & EXPENSE	(9,328.21)	(9,429.17)	100.96	1.1 %
AFTER OTHER INCOME & EXPENSE	(72,243.35)	(104,100.15)	31,856.80	30.6 %
NET RESULTS	(72,243.35)	(104,100.15)	31,856.80	30.6 %



# Camarillo Health Care District

## Statements of Activities

*Month-to-Date Only, July 2021 - current month, July 2020 - 12 months back, Consolidated by department*

	<i>1 Month Ended July 31, 2021</i>	<i>1 Month Ended July 31, 2020</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
<b>REVENUE</b>				
Tax Revenue-Admin	251,669.50	228,476.09	23,193.41	10.2 %
Community Education	160.00	0.00	160.00	
Transportation Fees	1,785.00	0.00	1,785.00	
Transport Fees ADC	1,355.00	0.00	1,355.00	
Lifeline Fees	2,600.00	3,344.00	(744.00)	-22.2 %
Sr Nutrition Home Delivered	3,183.30	3,461.75	(278.45)	-8.0 %
Contract-PICF-Falls	626.76	0.00	626.76	
Contract-PICF-Blue Shield	0.00	202.00	(202.00)	-100.0 %
ADC Fees	11,016.00	324.00	10,692.00	3300.0 %
Grant-VCAAA Caregiver Respite	1,174.52	1,941.63	(767.11)	-39.5 %
Sponsorship	0.00	450.00	(450.00)	-100.0 %
Interest Income	7.69	12.88	(5.19)	-40.3 %
Facility Use Rental	486.00	0.00	486.00	
Facility Use-Lease	450.00	0.00	450.00	
Grant-VCAAA-Sr Nutrition	7,867.93	7,589.05	278.88	3.7 %
City of Cam SNP HDM	0.00	3,083.34	(3,083.34)	-100.0 %
Grant-Rupe Found Vet Caregiver	0.00	3,333.34	(3,333.34)	-100.0 %
Support Services Offset	147,277.02	119,797.21	27,479.81	22.9 %
Grant-VCAAA-SS Line	3,843.36	3,833.36	10.00	0.3 %
Grant-SCAN Community	0.00	950.00	(950.00)	-100.0 %
<b>TOTAL REVENUE</b>	<b>433,502.08</b>	<b>376,798.65</b>	<b>56,703.43</b>	<b>15.0 %</b>
	433,502.08	376,798.65	56,703.43	15.0 %
	433,502.08	376,798.65	56,703.43	15.0 %
<b>EXPENSES</b>				
Salaries	90,016.60	94,169.30	4,152.70	4.4 %
Payroll Taxes	11,167.69	11,728.37	560.68	4.8 %
Benefits-PERS-Health	13,871.62	12,826.03	(1,045.59)	-8.2 %
Benefits-PERS-Retirement	6,663.64	7,611.92	948.28	12.5 %
Benefits - Workers Comp	2,957.94	8,928.00	5,970.06	66.9 %
Benefits - Life/ADD	2,281.77	2,185.84	(95.93)	-4.4 %
Benefits-OPEB	5,110.13	4,368.70	(741.43)	-17.0 %
PERS Retirement UAL	131,240.00	108,121.00	(23,119.00)	-21.4 %
Legal Fees	1,513.50	5,204.50	3,691.00	70.9 %
Contractors/Consultants	11,936.98	14,792.75	2,855.77	19.3 %

	<i>1 Month Ended July 31, 2021</i>	<i>1 Month Ended July 31, 2020</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Support Services	147,277.02	119,797.21	(27,479.81)	-22.9 %
Community/Staff Outreach	42.00	0.00	(42.00)	
Dues/Subscriptions	10,903.54	2,539.30	(8,364.24)	-329.4 %
Continuing Education-Trustee	1,824.10	1,671.52	(152.58)	-9.1 %
Continuing Education-Staff	2,736.95	764.95	(1,972.00)	-257.8 %
Trustee Stipends	600.00	600.00	0.00	
LAFCO Assessments	2,447.00	2,534.00	87.00	3.4 %
Mileage	1,000.42	892.48	(107.94)	-12.1 %
Program Matls/Activities	398.89	138.22	(260.67)	-188.6 %
Gas & Oil	1,751.92	115.82	(1,636.10)	-1412.6 %
Fleet Maintenance	208.00	156.00	(52.00)	-33.3 %
Minor Equipment	2,257.25	2,178.33	(78.92)	-3.6 %
Supplies	87.41	2,445.48	2,358.07	96.4 %
Postage	2,003.76	618.10	(1,385.66)	-224.2 %
Advertising & Promotion	523.28	109.59	(413.69)	-377.5 %
Refunds	0.00	324.00	324.00	100.0 %
Printing	11,963.91	0.00	(11,963.91)	
Repairs & Maintenance	8,047.13	1,989.00	(6,058.13)	-304.6 %
Association Fees	5,353.92	5,150.20	(203.72)	-4.0 %
Insurance	8,059.17	9,096.57	1,037.40	11.4 %
Storage Rent/Equip Lease	2,620.06	2,586.59	(33.47)	-1.3 %
Telephone	1,787.38	1,846.93	59.55	3.2 %
Utilities	3,383.08	2,175.81	(1,207.27)	-55.5 %
Licenses & Fees	3,519.56	3,120.00	(399.56)	-12.8 %
Bank & Credit Card Charges	861.60	1,218.83	357.23	29.3 %
<b>TOTAL EXPENSES</b>	<b>496,417.22</b>	<b>432,005.34</b>	<b>(64,411.88)</b>	<b>-14.9 %</b>
<b>OPERATING RESULTS</b>	<b>(62,915.14)</b>	<b>(55,206.69)</b>	<b>(7,708.45)</b>	<b>-14.0 %</b>
<b>OTHER INCOME &amp; EXPENSE</b>				
Other Income -Admin	375.00	100.00	275.00	275.0 %
Depreciation Expense	(9,703.21)	(9,703.21)	0.00	
<b>TOTAL OTHER INCOME &amp; EXPENSE</b>	<b>(9,328.21)</b>	<b>(9,603.21)</b>	<b>275.00</b>	<b>2.9 %</b>
<b>AFTER OTHER INCOME &amp; EXPENSE</b>	<b>(72,243.35)</b>	<b>(64,809.90)</b>	<b>(7,433.45)</b>	<b>-11.5 %</b>
<b>NET RESULTS</b>	<b>(72,243.35)</b>	<b>(64,809.90)</b>	<b>(7,433.45)</b>	<b>-11.5 %</b>

# Camarillo Health Care District

## Statements of Activities

*Year-to-Date Performance, July 2021 - current month, Consolidated by department*

	<i>1 Months Ended July 31, 2021</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
<b>REVENUE</b>				
Tax Revenue-Admin	251,669.50	3,020,034.00	2,768,364.50	8.3 %
Community Education	160.00	18,220.00	18,060.00	0.9 %
Transportation Fees	1,785.00	11,350.00	9,565.00	15.7 %
Transport Fees ADC	1,355.00	22,800.00	21,445.00	5.9 %
Health Screening Fees	0.00	200.00	200.00	
Counseling	0.00	5,000.00	5,000.00	
Lifeline Fees	2,600.00	27,552.00	24,952.00	9.4 %
Sr Nutrition Home Delivered	3,183.30	17,000.00	13,816.70	18.7 %
Contract-PICF-Falls	626.76	19,000.00	18,373.24	3.3 %
Contract-PICF Anthem	0.00	1,380.00	1,380.00	
Contract-PICF-Blue Shield	0.00	2,900.00	2,900.00	
Contract-VCAAA-Evid Base	0.00	10,800.00	10,800.00	
ADC Fees	11,016.00	270,720.00	259,704.00	4.1 %
Grant-VCAAA Caregiver Respite	1,174.52	36,750.00	35,575.48	3.2 %
Contract-Caregiver Navigation Project	0.00	13,875.00	13,875.00	
Donations-Scholarship	0.00	2,500.00	2,500.00	
Sponsorship	0.00	1,200.00	1,200.00	
Healthy Attitude Advertising	0.00	5,000.00	5,000.00	
Interest Income	7.69	25,000.00	24,992.31	0.0 %
Facility Use Rental	486.00	5,000.00	4,514.00	9.7 %
Facility Use-Lease	450.00	6,370.00	5,920.00	7.1 %
Donations	0.00	2,000.00	2,000.00	
Fischer Fund Distribution	0.00	145,000.00	145,000.00	
Grant-VCAAA-Sr Nutrition	7,867.93	96,058.00	88,190.07	8.2 %
City of Cam SNP HDM	0.00	37,000.00	37,000.00	
City of Camarillo-CDBG CV3	0.00	50,000.00	50,000.00	
Support Services Offset	147,277.02	328,337.00	181,059.98	44.9 %
Grant-VCAAA-SS Line	3,843.36	50,000.00	46,156.64	7.7 %
Grant-SCAN Community	0.00	11,551.00	11,551.00	
<b>TOTAL REVENUE</b>	<b>433,502.08</b>	<b>4,242,597.00</b>	<b>3,809,094.92</b>	<b>10.2 %</b>
	433,502.08	4,242,597.00	3,809,094.92	10.2 %
	433,502.08	4,242,597.00	3,809,094.92	10.2 %

	<i>1 Months Ended July 31, 2021</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
<b>EXPENSES</b>				
Salaries	90,016.60	1,646,917.00	1,556,900.40	5.5 %
Payroll Taxes	11,167.69	130,401.00	119,233.31	8.6 %
Benefits-PERS-Health	13,871.62	270,179.00	256,307.38	5.1 %
Benefits-PERS-Retirement	6,663.64	131,103.00	124,439.36	5.1 %
Benefits - Workers Comp	2,957.94	38,257.00	35,299.06	7.7 %
Benefits - Life/ADD	2,281.77	30,555.00	28,273.23	7.5 %
Benefits-OPEB	5,110.13	59,134.00	54,023.87	8.6 %
PERS Retirement UAL	131,240.00	136,000.00	4,760.00	96.5 %
Audit Fees	0.00	23,000.00	23,000.00	
Partnershp Initiatives	0.00	2,000.00	2,000.00	
Legal Fees	1,513.50	30,000.00	28,486.50	5.0 %
Contractors/Consultants	11,936.98	283,568.00	271,631.02	4.2 %
Support Services	147,277.02	328,336.00	181,058.98	44.9 %
Instructor Agreement Fees	0.00	13,000.00	13,000.00	
Community/Staff Outreach	42.00	14,227.00	14,185.00	0.3 %
Dues/Subscriptions	10,903.54	44,631.00	33,727.46	24.4 %
Continuing Education-Trustee	1,824.10	29,936.00	28,111.90	6.1 %
Continuing Education-Staff	2,736.95	29,485.00	26,748.05	9.3 %
Trustee Stipends	600.00	9,900.00	9,300.00	6.1 %
LAFCO Assessments	2,447.00	2,424.00	(23.00)	100.9 %
Mileage	1,000.42	28,956.00	27,955.58	3.5 %
Program Matls/Activities	398.89	31,155.00	30,756.11	1.3 %
Gas & Oil	1,751.92	15,000.00	13,248.08	11.7 %
Fleet Maintenance	208.00	20,000.00	19,792.00	1.0 %
Minor Equipment	2,257.25	17,029.00	14,771.75	13.3 %
Supplies	87.41	21,999.00	21,911.59	0.4 %
Postage	2,003.76	38,742.00	36,738.24	5.2 %
Advertising & Promotion	523.28	25,000.00	24,476.72	2.1 %
Refunds	0.00	2,510.00	2,510.00	
Printing	11,963.91	73,908.00	61,944.09	16.2 %
Repairs & Maintenance	8,047.13	49,557.00	41,509.87	16.2 %
Association Fees	5,353.92	64,277.00	58,923.08	8.3 %
Insurance	8,059.17	147,329.00	139,269.83	5.5 %
Storage Rent/Equip Lease	2,620.06	28,022.00	25,401.94	9.4 %
Telephone	1,787.38	21,960.00	20,172.62	8.1 %
Utilities	3,383.08	26,456.00	23,072.92	12.8 %
Licenses & Fees	3,519.56	10,214.00	6,694.44	34.5 %
Bank & Credit Card Charges	861.60	8,500.00	7,638.40	10.1 %
<b>TOTAL EXPENSES</b>	<b>496,417.22</b>	<b>3,883,667.00</b>	<b>3,387,249.78</b>	<b>12.8 %</b>
<b>OPERATING RESULTS</b>	<b>(62,915.14)</b>	<b>358,930.00</b>	<b>421,845.14</b>	<b>-17.5 %</b>
<b>OTHER INCOME &amp; EXPENSE</b>				
Other Income -Admin	375.00	19,082.00	18,707.00	2.0 %
Depreciation Expense	(9,703.21)	(124,999.00)	(115,295.79)	7.8 %

	<i>1 Months Ended July 31, 2021</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
Interest Expense	0.00	(7,233.00)	(7,233.00)	
TOTAL OTHER INCOME & EXPENSE	(9,328.21)	(113,150.00)	(103,821.79)	8.2 %
AFTER OTHER INCOME & EXPENSE	(72,243.35)	245,780.00	318,023.35	-29.4 %
NET RESULTS	(72,243.35)	245,780.00	318,023.35	-29.4 %

## Camarillo Health Care District Tax Revenue Analysis by Month Received

	Fiscal Year 21-22			Fiscal Year 2022-23			Fiscal Year 23-24			Fiscal Year 2024-25			Fiscal Year 2025-26		
	\$ Received	YTD	% to Budget	\$ Received	YTD	% to Budget	\$ Received	YTD	% to Budget	\$ Received	YTD	% to Budget	\$ Received	YTD	% to Budget
Jul	87,329.27	87,329.27	3.19%												
Aug	0.00		0.00%												
Sep			0.00%												
Oct			0.00%												
Nov			0.00%												
Dec			0.00%												
Jan			0.00%												
Feb			0.00%												
Mar			0.00%												
Apr			0.00%												
May			0.00%												
Jun			0.00%												
	Approved Budget	2,741,713.00		Approved Budget	2,741,713.00		Approved Budget	2,687,954.00		Approved Budget	2,546,160.00		Approved Budget	2,472,000.00	

# Camarillo Health Care District

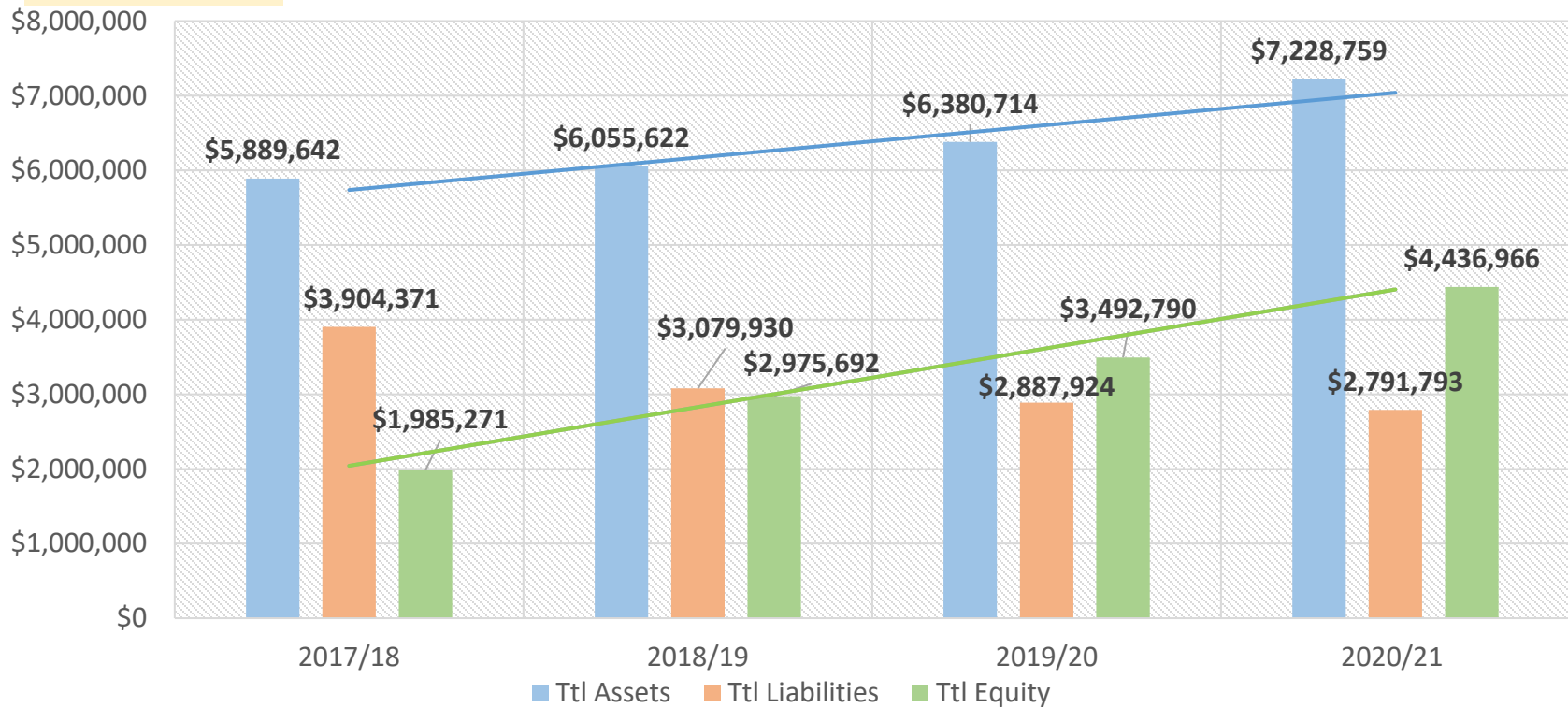
## Statement of Net Assets

	<u>July 2021</u>	<u>July 2020</u>	<u>\$</u> <u>Variance</u>	<u>%</u> <u>Variance</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>CASH ACCOUNTS</b>				
Bank of the West General	569,161.29	169,388.85	399,772.44	236.0%
Petty Cash-Administration	1,000.00	1,000.00	0.00	0.0%
Cash Drawer-Community Educ	50.00	50.00	0.00	0.0%
Cash Drawer-Transportation	20.00	20.00	0.00	0.0%
Cash Drawers- Senior Nutrition	85.00	85.00	0.00	0.0%
Cash-Local Agency Investment	4,037,305.84	3,618,207.28	419,098.56	11.6%
Cash - County Treasury Invstmn	5,572.25	5,319.34	252.91	4.8%
Mechanics, Rabo Savings	164,119.24	154,961.34	9,157.90	5.9%
Mechanics, Rabo Checking	280,603.53	280,701.19	(97.66)	0.0%
Cash-Restricted-Scholarship	6,483.75	5,598.75	885.00	15.8%
<b>TOTAL CASH ACCOUNTS</b>	<b>5,064,400.90</b>	<b>4,235,331.75</b>	<b>829,069.15</b>	<b>19.6%</b>
Accounts Receivable	2,128.00	(2,224.00)	4,352.00	195.7%
Accrued Interest Receivable	12.59	111.47	(98.88)	-88.7%
City of Cam-SNP HDM Rcbl	37,000.00	3,083.34	33,916.66	1100.0%
Grant-VCAAA -Sr Nutrition Rcbl	17,134.33	19,649.85	(2,515.52)	-12.8%
Grant-VCAAA Caregiver Rcbl	18,648.44	1,941.63	16,706.81	860.5%
Grant-VCAAA SS Line Rcbl	11,370.08	9,077.34	2,292.74	25.3%
Johns Hopkins ADS Rec	240.00	0.00	240.00	100.0%
Contract-PICF-Blue Shield	85.00	2,793.00	(2,708.00)	-97.0%
Contract-PICF Anthem	9,032.00	1,025.00	8,007.00	781.2%
Contract-PICF-Falls	2,241.76	0.00	2,241.76	100.0%
Contract-AAA-Evidence Based	40.00	800.00	(760.00)	-95.0%
Grant-SCAN-Commty Rcbl	0.00	950.00	(950.00)	-100.0%
Due Fr County-Property Tax	251,669.50	228,476.09	23,193.41	10.2%
<b>TOTAL Current Assets</b>	<b>5,414,002.60</b>	<b>4,501,015.47</b>	<b>912,987.13</b>	<b>20.3%</b>
<b>Fixed Assets</b>				
Buildings & Improvements	3,136,670.55	3,136,670.55	0.00	0.0%
IS Equip	102,122.40	102,122.40	0.00	0.0%
Equipment & Furnishings	270,033.83	254,911.58	15,122.25	5.9%
Transportation Vehicles	214,214.37	214,214.37	0.00	0.0%
Accum Depreciation-Buildings	(2,056,886.31)	(1,957,503.87)	(99,382.44)	-5.1%
Accum Depreciation-IS Equip	(89,525.02)	(82,193.02)	(7,332.00)	-8.9%
Accum Depreciation-Equip&Furn	(209,410.56)	(200,469.96)	(8,940.60)	-4.5%
Accum Depreciation-Vehicles	(210,558.71)	(209,775.23)	(783.48)	-0.4%
<b>TOTAL Fixed Assets</b>	<b>1,156,660.55</b>	<b>1,257,976.82</b>	<b>(101,316.27)</b>	<b>-8.1%</b>
<b>Other Assets</b>				
Prepaid Insurance	82,813.72	49,979.05	32,834.67	65.7%
Prepaid Workers Comp	(692.13)	(3,954.64)	3,262.51	82.5%
Prepaid Postage	477.06	320.14	156.92	49.0%
Pre Paid Rental/Lease	1,215.00	1,095.00	120.00	11.0%

	<i>July 2021</i>	<i>July 2020</i>	<i>\$</i> <i>Variance</i>	<i>%</i> <i>Variance</i>
Deferred Outflows of Resources GASB 68	494,934.17	494,934.17	0.00	0.0%
Deferred Outflows of Resources GASB 75	79,348.00	79,348.00	0.00	0.0%
<b>TOTAL Other Assets</b>	<b>658,095.82</b>	<b>621,721.72</b>	<b>36,374.10</b>	<b>5.9%</b>
<b>TOTAL ASSETS</b>	<b>7,228,758.97</b>	<b>6,380,714.01</b>	<b>848,044.96</b>	<b>13.3%</b>
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	30,217.60	23,192.91	7,024.69	30.3%
Medical Premium Payable-Emp	(593.99)	0.02	(594.01)	-2970050.0%
Accrued Vacation	92,646.08	85,956.01	6,690.07	7.8%
Accrued Interest Expenses	7,246.63	7,044.06	202.57	2.9%
Scholarships-Volunteer Expense	1,595.97	1,595.97	0.00	0.0%
Scholarships-Senior Services	4,887.78	4,002.78	885.00	22.1%
Construction Loan 2020	0.00	88,687.99	(88,687.99)	-100.0%
Deferred Revenue	17,140.92	35,466.64	(18,325.72)	-51.7%
<b>TOTAL Current Liabilities</b>	<b>153,140.99</b>	<b>245,946.38</b>	<b>(92,805.39)</b>	<b>-37.7%</b>
<b>Long-Term Liabilities</b>				
Construction Loan to 2021	95,464.29	98,790.09	(3,325.80)	-3.4%
Net Pension Liability GASB 68	1,596,760.50	1,596,760.50	0.00	0.0%
Accrued OPEB Liability GASB 75	326,777.00	326,777.00	0.00	0.0%
Deferred Inflows of Resources GASB 68	186,989.00	186,989.00	0.00	0.0%
Deferred Inflows of Resources GASB 75	432,661.00	432,661.00	0.00	0.0%
<b>TOTAL Long-Term Liabilities</b>	<b>2,638,651.79</b>	<b>2,641,977.59</b>	<b>(3,325.80)</b>	<b>-0.1%</b>
<b>TOTAL LIABILITIES</b>	<b>2,791,792.78</b>	<b>2,887,923.97</b>	<b>(96,131.19)</b>	<b>-3.3%</b>
<b>EQUITY</b>				
Designated Reserves	2,999,201.22	2,999,201.22	0.00	0.0%
Retained Earnings	1,510,008.32	558,398.72	951,609.60	170.4%
Year-to-Date Earnings	(72,243.35)	(64,809.90)	(7,433.45)	-11.5%
<b>TOTAL EQUITY</b>	<b>4,436,966.19</b>	<b>3,492,790.04</b>	<b>944,176.15</b>	<b>27.0%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>7,228,758.97</b>	<b>6,380,714.01</b>	<b>848,044.96</b>	<b>13.3%</b>



a.o. July...all years



**Camarillo Health Care District  
Investment & Reserves Report  
31-Jul-21**

LAIF	2021 - 2022		Quick Ratio	Current Ratio
	7/31/2021	Interest Earned		
Vehicle Fleet Reserve	75,462	0	<b>33.07</b>	<b>35.35</b>
Technology Reserve	151,848	0		
Project/Special Use Reserve	150,924	0		
Capital Improvement Reserve	503,079	0		
General Operating Reserve	1,019,503	0		
Undesignated - General Operating	2,136,490	0		
<b>Total LAIF</b>	<b>4,037,306</b>	<b>0</b>		
<b>Bank of the West</b>				
General Operating Fund	569,161	0.00		
<b>Total Bank of the West</b>	<b>569,161</b>	<b>0.00</b>		
<b>Mechanics Bank</b>				
Checking	280,604	2.31		
Savings	164,119	5.38		
<b>Total Savings &amp; CD's</b>	<b>444,723</b>	<b>7.69</b>		
<b>Scholarships &amp; Petty Cash Funds</b>	<b>7,639</b>			
<b>Ventura County Treasurer Pool</b>	<b>5,572</b>	<b>0.00</b>		
<b>Total in interest earning accounts</b>	<b>5,064,401</b>	<b>8</b>		

Reserve Funds	Minimum Target	6/30/2021 Balance	2021 Allocated	2021/2022 Interest	7/31/2021 Balance	Annual Funding Goal
Vehicle Fleet Reserve	75,000	75,462	0	0	75,462	5,000
Technology Reserve	150,000	151,848	0	0	151,848	5,000
Project/Special Use Reserve	150,000	150,924	0	0	150,924	5,000
Capital Improvement Reserve	500,000	503,079	0	0	503,079	10,000
General Operating Reserve	1,715,441	1,019,503	0	0	1,019,503	100,000
<b>Reserves &amp; Contingencies</b>	<b>2,590,441</b>	<b>1,900,816</b>	<b>0</b>	<b>0</b>	<b>1,900,816</b>	<b>125,000</b>

Per California Government Code Section 53600 et. Seq., specifically section 53646 and section 53607, the attached investment report details all investment related activity in the current period. Camarillo Health Care District's (CHCD) investable funds are currently invested in LAIF and with the Ventura County Treasurer's investment pool, and their individual investment transactions are not reportable under the Government code. That said, CHCD's investment policy has taken a prudent investment course, in compliance with the "Prudent Investor's Policy" designed to protect public funds.



**SECTION 9**

**ITEMS FOR BOARD ACTION**

**SECTION 9-B**

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND  
RECOMMENDATION FOR APPROVAL OF DISTRICT CHECK REGISTER, CHECK  
REGISTER COMPARISON, FINANCIAL REPORTS, AND MONTHLY  
INVESTMENT AND DESIGNATED RESERVE REPORT FOR  
PERIOD ENDING AUGUST 31, 2021.**

**SEPTEMBER 28, 2021**

# Camarillo Health Care District

## Check Register

Sorted by Check Number

August 2021 Checks/EFTs

Check Number	Date	EFT #/ Vendor	Name	Net Amount	Type	Timing
Cash Account #4 [Bank of the West General]						
68971	8/4/2021	ARK	The ARK of SC	450.00	V	
68972	8/4/2021	BARKER	Blair Barker	71.65	E	
68973	8/4/2021	C3 INTEL	C3 Intelligence, Inc	164.00	V	MO
68974	8/4/2021	CSDA	CA Special Districts Assoc	330.00	V	ONGOING
68975	8/4/2021	DALY	Martin T. Daly	200.00	BOD	
68976	8/4/2021	DO	Juliann Do	144.76	E	
68977	8/4/2021	DOS CAMINOS	Dos Caminos Plaza	5,353.92	V	MO
68978	8/4/2021	ELWELL	Deborah Elwell	56.00	V	
68979	8/4/2021	FRONTIER	Frontier Communications	130.98	V	MO
68980	8/4/2021	GADDIS	Alexa Gaddis	212.13	E	
68981	8/4/2021	HARTFORD	Hartford Life	958.67	V	MO
68982	8/4/2021	SAFEWAY	Safeway Inc	324.95	V	MO
68983	8/4/2021	TAPIA	Mayra Tapia	57.11	E	
68984	8/4/2021	TEVERBAUGH	Monica Teverbaugh	132.02	E	
68985	8/4/2021	VISION	Vision Services Plan	234.16	V	MO
68986	8/12/2021	ACCESS	Access TLC Caregivers DBA	612.00	V	MO
68987	8/12/2021	AFLAC	Aflac	1,313.37	V	MO
68988	8/12/2021	BAY ALARM	Bay Alarm Company	960.00	V	MO
68989	8/12/2021	CENTER GLASS	Center Glass Company	214.00	V	
68990	8/12/2021	CMH	CMH Centers for Family Health	130.00	V	MO
68991	8/12/2021	CONEJO AWARD	Conejo Awards Corp	151.23	V	
68992	8/12/2021	DORIA	Thomas Doria, MD	100.00	BOD	
68993	8/12/2021	HUR	HUR USA, INC	7,561.13	V	
68994	8/12/2021	LEAF	Leaf	2,025.32	V	MO
68995	8/12/2021	PETTY	Petty Cash - Administrat	92.27	V	MO
68996	8/12/2021	SO CA GAS	Southern California Gas	235.18	V	MO
68997	8/12/2021	STAPLES	Staples Business Advantage	32.82	V	MO
68998	8/12/2021	UMPQUA	Umpqua Bank	6,950.56	V	MO
68999	8/18/2021	BETA	Beta Healthcare Group	2,556.64	V	MO
69000	8/18/2021	BETA WC	Beta Healthcare Group	2,445.00	V	MO
69001	8/18/2021	BYRD	Byrd Locksmithing	165.05	V	
69002	8/18/2021	COLANTUONO	Colantuono, Highsmith, Whatley	1,513.50	V	ONGOING
69003	8/18/2021	CPI	CPI Solutions, Inc	5,000.00	V	MO
69004	8/18/2021	ITS	Integrated Telemanagement Serv	891.48	V	MO
69005	8/18/2021	JTS	JTS Facility Services	1,850.00	V	MO
69006	8/18/2021	KEARNS	Kearns Electric Company	2,245.00	V	
69007	8/18/2021	KNOX	Carrie Knox	130.00	V	
69008	8/18/2021	VOYAGER	Voyager Fleet Systems Inc	1,751.92	V	MO
69009	8/25/2021	HAYMAN	Hayman Consulting dba	2,888.00	V	MO
69010	8/25/2021	SO CA EDISON	Southern California Edison	3,367.10	V	MO
69011	8/25/2021	THOMAS	Thomas Family Window Cleanin	279.88	V	MO
69012	8/25/2021	TROPICAL	Tropical Car Wash	208.00	V	MO
69013	8/25/2021	VALIC	VALIC	1,269.56	V	MO
Report Total				55,759.36		

## Check Register Monthly Comparison

### FY 2021/22

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Mo. Avg (varies through year as amts added)
\$188,410	\$55,759	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,085
<b>YTD Total</b>											<b>\$244,170</b>	

Notes FY 21/22:

July '21 Annual Insurance Invoices increased by \$28k

### FY 2020/21

Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Mo. Avg (varies through year as amts added)
\$155,740	\$47,551	\$147,667	\$88,955	\$48,137	\$57,225	\$54,157	\$41,754	\$61,960	\$41,358	\$62,024	\$79,772	\$101,646
<b>YTD Total</b>											<b>\$886,300</b>	

Notes FY 20/21:

July '20 Annual insurances

Sep '20 ADC Construction Loan pmt \$99K #6 of 7

Mar 21 - N-95 Masks for ADC

May '21 Plumbing services - 4 Water Heaters & maintenance

Jun '21 Senso Balance Machine 1/2 dep \$7,561 (Capital)

**NOTE: this is a comparison of checks only; does not include expenses such as OPEB accrual, salary/benefit expenses, UAL expense, depreciation; July and Aug of each year may or may not include month prior June expenses.**

# Camarillo Health Care District

## Statements of Activities

*Year-to-Date Variance, August 2021 - current month, Consolidated by department*

	<i>2 Months Ended August 31, 2021</i>	<i>2 Months Ended August 31, 2021 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
<b>REVENUE</b>				
Tax Revenue-Admin	503,339.00	503,339.00	0.00	0.0 %
Community Education	305.00	3,036.68	(2,731.68)	-90.0 %
Transportation Fees	3,630.00	1,891.66	1,738.34	91.9 %
Transport Fees ADC	2,755.00	3,800.00	(1,045.00)	-27.5 %
Health Screening Fees	0.00	33.34	(33.34)	-100.0 %
Counseling	0.00	833.34	(833.34)	-100.0 %
Lifeline Fees	5,176.00	4,592.00	584.00	12.7 %
Sr Nutrition Home Delivered	6,288.90	2,833.34	3,455.56	122.0 %
Contract-PICF-Falls	626.76	3,166.66	(2,539.90)	-80.2 %
Contract-PICF Anthem	0.00	230.00	(230.00)	-100.0 %
Contract-PICF-Blue Shield	0.00	483.34	(483.34)	-100.0 %
Contract-VCAAA-Evid Base	360.00	1,800.00	(1,440.00)	-80.0 %
ADC Fees	21,409.00	45,120.00	(23,711.00)	-52.6 %
Grant-VCAAA Caregiver Respite	5,040.04	6,125.00	(1,084.96)	-17.7 %
Contract-Caregiver Navigation Project	0.00	2,312.50	(2,312.50)	-100.0 %
Donations-Scholarship	0.00	416.66	(416.66)	-100.0 %
Sponsorship	200.00	200.00	0.00	
Healthy Attitude Advertising	0.00	833.34	(833.34)	-100.0 %
Interest Income	15.91	4,166.66	(4,150.75)	-99.6 %
Facility Use Rental	972.00	833.34	138.66	16.6 %
Facility Use-Lease	905.85	1,061.66	(155.81)	-14.7 %
Donations	0.00	333.32	(333.32)	-100.0 %
Grant-VCAAA-Sr Nutrition	15,661.39	16,009.66	(348.27)	-2.2 %
City of Cam SNP HDM	0.00	6,166.66	(6,166.66)	-100.0 %
City of Camarillo-CDBG CV3	8,333.34	8,333.34	0.00	
Support Services Offset	155,760.73	168,056.18	(12,295.45)	-7.3 %
Grant-VCAAA-SS Line	7,526.72	8,333.34	(806.62)	-9.7 %
Grant-SCAN Community	0.00	1,925.16	(1,925.16)	-100.0 %
<b>TOTAL REVENUE</b>	<b>738,305.64</b>	<b>796,266.18</b>	<b>(57,960.54)</b>	<b>-7.3 %</b>
	<b>738,305.64</b>	<b>796,266.18</b>	<b>(57,960.54)</b>	<b>-7.3 %</b>
	<b>738,305.64</b>	<b>796,266.18</b>	<b>(57,960.54)</b>	<b>-7.3 %</b>

**EXPENSES**

	<i>2 Months Ended August 31, 2021</i>	<i>2 Months Ended August 31, 2021 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
Salaries	191,980.22	274,486.16	82,505.94	30.1 %
Payroll Taxes	18,930.33	21,733.50	2,803.17	12.9 %
Benefits-PERS-Health	27,944.64	45,029.80	17,085.16	37.9 %
Benefits-PERS-Retirement	14,833.20	21,850.48	7,017.28	32.1 %
Benefits - Workers Comp	5,077.98	6,376.16	1,298.18	20.4 %
Benefits - Life/ADD	4,510.00	5,092.52	582.52	11.4 %
Benefits-OPEB	10,220.85	9,855.68	(365.17)	-3.7 %
PERS Retirement UAL	131,240.00	136,000.00	4,760.00	3.5 %
Audit Fees	0.00	3,833.34	3,833.34	100.0 %
Partnershp Initiatives	0.00	333.34	333.34	100.0 %
Legal Fees	2,216.50	5,000.00	2,783.50	55.7 %
Contractors/Consultants	24,257.44	47,261.34	23,003.90	48.7 %
Support Services	155,760.73	168,056.00	12,295.27	7.3 %
Instructor Agreement Fees	0.00	2,166.66	2,166.66	100.0 %
Community/Staff Outreach	468.74	2,371.14	1,902.40	80.2 %
Dues/Subscriptions	16,040.82	7,438.48	(8,602.34)	-115.6 %
Continuing Education-Trustee	3,681.05	4,989.34	1,308.29	26.2 %
Continuing Education-Staff	2,182.68	4,914.14	2,731.46	55.6 %
Trustee Stipends	700.00	1,650.00	950.00	57.6 %
LAFCO Assessments	2,447.00	404.00	(2,043.00)	-505.7 %
Mileage	2,142.86	4,826.00	2,683.14	55.6 %
Program Matls/Activities	1,014.78	5,192.50	4,177.72	80.5 %
Gas & Oil	3,419.25	2,500.00	(919.25)	-36.8 %
Fleet Maintenance	458.89	3,333.34	2,874.45	86.2 %
Minor Equipment	2,424.99	2,838.16	413.17	14.6 %
Supplies	1,600.83	3,666.52	2,065.69	56.3 %
Postage	2,078.83	6,456.98	4,378.15	67.8 %
Advertising & Promotion	602.12	4,166.66	3,564.54	85.5 %
Refunds	156.00	418.34	262.34	62.7 %
Printing	12,005.74	12,318.02	312.28	2.5 %
Repairs & Maintenance	13,078.56	8,259.52	(4,819.04)	-58.3 %
Association Fees	10,813.38	10,712.86	(100.52)	-0.9 %
Insurance	16,012.80	24,554.84	8,542.04	34.8 %
Storage Rent/Equip Lease	5,050.38	4,670.32	(380.06)	-8.1 %
Telephone	3,562.25	3,660.00	97.75	2.7 %
Utilities	6,997.27	4,409.32	(2,587.95)	-58.7 %
Licenses & Fees	3,519.56	1,532.68	(1,986.88)	-129.6 %
Bank & Credit Card Charges	1,654.13	1,416.66	(237.47)	-16.8 %
<b>TOTAL EXPENSES</b>	<b>699,084.80</b>	<b>873,774.80</b>	<b>174,690.00</b>	<b>20.0 %</b>
<b>OPERATING RESULTS</b>	<b>39,220.84</b>	<b>(77,508.62)</b>	<b>116,729.46</b>	<b>150.6 %</b>
<b>OTHER INCOME &amp; EXPENSE</b>				
Other Income -Admin	650.00	3,180.34	(2,530.34)	-79.6 %
Depreciation Expense	(19,406.42)	(20,833.18)	1,426.76	6.8 %
Interest Expense	0.00	(1,205.50)	1,205.50	100.0 %

	<i>2 Months Ended August 31, 2021</i>	<i>2 Months Ended August 31, 2021 Budget</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
TOTAL OTHER INCOME & EXPENSE	(18,756.42)	(18,858.34)	101.92	0.5 %
AFTER OTHER INCOME & EXPENSE	20,464.42	(96,366.96)	116,831.38	121.2 %
NET RESULTS	20,464.42	(96,366.96)	116,831.38	121.2 %



# Camarillo Health Care District

## Statements of Activities

Year-to-Date Only, August 2021 - current month, August 2020 - 12 months back, Consolidated by department

	<u>2 Months Ended</u> <u>August 31, 2021</u>	<u>2 Months Ended</u> <u>August 31, 2020</u>	<u>Variance</u> <u>Fav/&lt;Unf&gt;</u>	<u>% Var</u>
<b>REVENUE</b>				
Tax Revenue-Admin	503,339.00	456,952.18	46,386.82	10.2 %
Community Education	305.00	0.00	305.00	
Transportation Fees	3,630.00	40.00	3,590.00	8975.0 %
Transport Fees ADC	2,755.00	0.00	2,755.00	
Lifeline Fees	5,176.00	6,648.00	(1,472.00)	-22.1 %
Sr Nutrition Home Delivered	6,288.90	6,479.15	(190.25)	-2.9 %
Contract-PICF-Falls	626.76	0.00	626.76	
Contract-PICF-Blue Shield	0.00	202.00	(202.00)	-100.0 %
Contract-VCAAA-Evid Base	360.00	0.00	360.00	
ADC Fees	21,409.00	324.00	21,085.00	6507.7 %
Grant-VCAAA Caregiver Respite	5,040.04	4,592.24	447.80	9.8 %
Sponsorship	200.00	450.00	(250.00)	-55.6 %
Interest Income	15.91	25.79	(9.88)	-38.3 %
Facility Use Rental	972.00	0.00	972.00	
Facility Use-Lease	905.85	886.00	19.85	2.2 %
Donations	0.00	2,500.00	(2,500.00)	-100.0 %
Grant-VCAAA-Sr Nutrition	15,661.39	14,970.50	690.89	4.6 %
City of Cam SNP HDM	0.00	6,166.68	(6,166.68)	-100.0 %
City of Camarillo-CDBG CV3	8,333.34	0.00	8,333.34	
Grant-Rupe Found Vet Caregiver	0.00	6,666.68	(6,666.68)	-100.0 %
Support Services Offset	155,760.73	126,521.44	29,239.29	23.1 %
Grant-VCAAA-SS Line	7,526.72	7,666.72	(140.00)	-1.8 %
Grant-SCAN Community	0.00	1,900.00	(1,900.00)	-100.0 %
<b>TOTAL REVENUE</b>	<u>738,305.64</u>	<u>642,991.38</u>	<u>95,314.26</u>	<u>14.8 %</u>
	<u>738,305.64</u>	<u>642,991.38</u>	<u>95,314.26</u>	<u>14.8 %</u>
	<u>738,305.64</u>	<u>642,991.38</u>	<u>95,314.26</u>	<u>14.8 %</u>
<b>EXPENSES</b>				
Salaries	191,980.22	202,029.16	10,048.94	5.0 %
Payroll Taxes	18,930.33	19,981.61	1,051.28	5.3 %
Benefits-PERS-Health	27,944.64	26,604.21	(1,340.43)	-5.0 %
Benefits-PERS-Retirement	14,833.20	16,571.00	1,737.80	10.5 %
Benefits - Workers Comp	5,077.98	11,459.95	6,381.97	55.7 %
Benefits - Life/ADD	4,510.00	4,371.68	(138.32)	-3.2 %
Benefits-OPEB	10,220.85	8,735.85	(1,485.00)	-17.0 %

	<i>2 Months Ended August 31, 2021</i>	<i>2 Months Ended August 31, 2020</i>	<i>Variance Fav/&lt;Unf&gt;</i>	<i>% Var</i>
PERS Retirement UAL	131,240.00	108,121.00	(23,119.00)	-21.4 %
Legal Fees	2,216.50	5,932.00	3,715.50	62.6 %
Contractors/Consultants	24,257.44	24,823.68	566.24	2.3 %
Support Services	155,760.73	126,521.44	(29,239.29)	-23.1 %
Community/Staff Outreach	468.74	471.80	3.06	0.6 %
Dues/Subscriptions	16,040.82	3,091.03	(12,949.79)	-418.9 %
Continuing Education-Trustee	3,681.05	3,377.89	(303.16)	-9.0 %
Continuing Education-Staff	2,182.68	2,639.95	457.27	17.3 %
Trustee Stipends	700.00	1,000.00	300.00	30.0 %
LAFCO Assessments	2,447.00	2,534.00	87.00	3.4 %
Mileage	2,142.86	1,623.56	(519.30)	-32.0 %
Program Matls/Activities	1,014.78	366.02	(648.76)	-177.2 %
Gas & Oil	3,419.25	301.72	(3,117.53)	-1033.3 %
Fleet Maintenance	458.89	364.00	(94.89)	-26.1 %
Minor Equipment	2,424.99	1,702.01	(722.98)	-42.5 %
Supplies	1,600.83	2,736.00	1,135.17	41.5 %
Postage	2,078.83	1,161.52	(917.31)	-79.0 %
Advertising & Promotion	602.12	199.59	(402.53)	-201.7 %
Refunds	156.00	324.00	168.00	51.9 %
Printing	12,005.74	0.00	(12,005.74)	
Repairs & Maintenance	13,078.56	4,380.25	(8,698.31)	-198.6 %
Association Fees	10,813.38	10,300.40	(512.98)	-5.0 %
Insurance	16,012.80	15,163.64	(849.16)	-5.6 %
Storage Rent/Equip Lease	5,050.38	4,976.91	(73.47)	-1.5 %
Telephone	3,562.25	3,675.83	113.58	3.1 %
Utilities	6,997.27	4,558.25	(2,439.02)	-53.5 %
Licenses & Fees	3,519.56	3,120.00	(399.56)	-12.8 %
Bank & Credit Card Charges	1,654.13	1,912.47	258.34	13.5 %
<b>TOTAL EXPENSES</b>	<b>699,084.80</b>	<b>625,132.42</b>	<b>(73,952.38)</b>	<b>-11.8 %</b>
<b>OPERATING RESULTS</b>	<b>39,220.84</b>	<b>17,858.96</b>	<b>21,361.88</b>	<b>119.6 %</b>
<b>OTHER INCOME &amp; EXPENSE</b>				
Other Income -Admin	650.00	29,135.58	(28,485.58)	-97.8 %
Depreciation Expense	(19,406.42)	(19,406.42)	0.00	
<b>TOTAL OTHER INCOME &amp; EXPENSE</b>	<b>(18,756.42)</b>	<b>9,729.16</b>	<b>(28,485.58)</b>	<b>-292.8 %</b>
<b>AFTER OTHER INCOME &amp; EXPENSE</b>	<b>20,464.42</b>	<b>27,588.12</b>	<b>(7,123.70)</b>	<b>-25.8 %</b>
<b>NET RESULTS</b>	<b>20,464.42</b>	<b>27,588.12</b>	<b>(7,123.70)</b>	<b>-25.8 %</b>

# Camarillo Health Care District

## Statements of Activities

Year-to-Date Performance, August 2021 - current month, Consolidated by department

	<i>2 Months Ended August 31, 2021</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
<b>REVENUE</b>				
Tax Revenue-Admin	503,339.00	3,020,034.00	2,516,695.00	16.7 %
Community Education	305.00	18,220.00	17,915.00	1.7 %
Transportation Fees	3,630.00	11,350.00	7,720.00	32.0 %
Transport Fees ADC	2,755.00	22,800.00	20,045.00	12.1 %
Health Screening Fees	0.00	200.00	200.00	
Counseling	0.00	5,000.00	5,000.00	
Lifeline Fees	5,176.00	27,552.00	22,376.00	18.8 %
Sr Nutrition Home Delivered	6,288.90	17,000.00	10,711.10	37.0 %
Contract-PICF-Falls	626.76	19,000.00	18,373.24	3.3 %
Contract-PICF Anthem	0.00	1,380.00	1,380.00	
Contract-PICF-Blue Shield	0.00	2,900.00	2,900.00	
Contract-VCAAA-Evid Base	360.00	10,800.00	10,440.00	3.3 %
ADC Fees	21,409.00	270,720.00	249,311.00	7.9 %
Grant-VCAAA Caregiver Respite	5,040.04	36,750.00	31,709.96	13.7 %
Contract-Caregiver Navigation Project	0.00	13,875.00	13,875.00	
Donations-Scholarship	0.00	2,500.00	2,500.00	
Sponsorship	200.00	1,200.00	1,000.00	16.7 %
Healthy Attitude Advertising	0.00	5,000.00	5,000.00	
Interest Income	15.91	25,000.00	24,984.09	0.1 %
Facility Use Rental	972.00	5,000.00	4,028.00	19.4 %
Facility Use-Lease	905.85	6,370.00	5,464.15	14.2 %
Donations	0.00	2,000.00	2,000.00	
Fischer Fund Distribution	0.00	145,000.00	145,000.00	
Grant-VCAAA-Sr Nutrition	15,661.39	96,058.00	80,396.61	16.3 %
City of Cam SNP HDM	0.00	37,000.00	37,000.00	
City of Camarillo-CDBG CV3	8,333.34	50,000.00	41,666.66	16.7 %
Support Services Offset	155,760.73	328,337.00	172,576.27	47.4 %
Grant-VCAAA-SS Line	7,526.72	50,000.00	42,473.28	15.1 %
Grant-SCAN Community	0.00	11,551.00	11,551.00	
<b>TOTAL REVENUE</b>	<b>738,305.64</b>	<b>4,242,597.00</b>	<b>3,504,291.36</b>	<b>17.4 %</b>
	<b>738,305.64</b>	<b>4,242,597.00</b>	<b>3,504,291.36</b>	<b>17.4 %</b>
	<b>738,305.64</b>	<b>4,242,597.00</b>	<b>3,504,291.36</b>	<b>17.4 %</b>

*2 Months Ended  
August 31, 2021*

		<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
<b>EXPENSES</b>				
Salaries	191,980.22	1,646,917.00	1,454,936.78	11.7 %
Payroll Taxes	18,930.33	130,401.00	111,470.67	14.5 %
Benefits-PERS-Health	27,944.64	270,179.00	242,234.36	10.3 %
Benefits-PERS-Retirement	14,833.20	131,103.00	116,269.80	11.3 %
Benefits - Workers Comp	5,077.98	38,257.00	33,179.02	13.3 %
Benefits - Life/ADD	4,510.00	30,555.00	26,045.00	14.8 %
Benefits-OPEB	10,220.85	59,134.00	48,913.15	17.3 %
PERS Retirement UAL	131,240.00	136,000.00	4,760.00	96.5 %
Audit Fees	0.00	23,000.00	23,000.00	
Partnershp Initiatives	0.00	2,000.00	2,000.00	
Legal Fees	2,216.50	30,000.00	27,783.50	7.4 %
Contractors/Consultants	24,257.44	283,568.00	259,310.56	8.6 %
Support Services	155,760.73	328,336.00	172,575.27	47.4 %
Instructor Agreement Fees	0.00	13,000.00	13,000.00	
Community/Staff Outreach	468.74	14,227.00	13,758.26	3.3 %
Dues/Subscriptions	16,040.82	44,631.00	28,590.18	35.9 %
Continuing Education-Trustee	3,681.05	29,936.00	26,254.95	12.3 %
Continuing Education-Staff	2,182.68	29,485.00	27,302.32	7.4 %
Trustee Stipends	700.00	9,900.00	9,200.00	7.1 %
LAFCO Assessments	2,447.00	2,424.00	(23.00)	100.9 %
Mileage	2,142.86	28,956.00	26,813.14	7.4 %
Program Matls/Activities	1,014.78	31,155.00	30,140.22	3.3 %
Gas & Oil	3,419.25	15,000.00	11,580.75	22.8 %
Fleet Maintenance	458.89	20,000.00	19,541.11	2.3 %
Minor Equipment	2,424.99	17,029.00	14,604.01	14.2 %
Supplies	1,600.83	21,999.00	20,398.17	7.3 %
Postage	2,078.83	38,742.00	36,663.17	5.4 %
Advertising & Promotion	602.12	25,000.00	24,397.88	2.4 %
Refunds	156.00	2,510.00	2,354.00	6.2 %
Printing	12,005.74	73,908.00	61,902.26	16.2 %
Repairs & Maintenance	13,078.56	49,557.00	36,478.44	26.4 %
Association Fees	10,813.38	64,277.00	53,463.62	16.8 %
Insurance	16,012.80	147,329.00	131,316.20	10.9 %
Storage Rent/Equip Lease	5,050.38	28,022.00	22,971.62	18.0 %
Telephone	3,562.25	21,960.00	18,397.75	16.2 %
Utilities	6,997.27	26,456.00	19,458.73	26.4 %
Licenses & Fees	3,519.56	10,214.00	6,694.44	34.5 %
Bank & Credit Card Charges	1,654.13	8,500.00	6,845.87	19.5 %
<b>TOTAL EXPENSES</b>	<b>699,084.80</b>	<b>3,883,667.00</b>	<b>3,184,582.20</b>	<b>18.0 %</b>
<b>OPERATING RESULTS</b>	<b>39,220.84</b>	<b>358,930.00</b>	<b>319,709.16</b>	<b>10.9 %</b>
<b>OTHER INCOME &amp; EXPENSE</b>				
Other Income -Admin	650.00	19,082.00	18,432.00	3.4 %
Depreciation Expense	(19,406.42)	(124,999.00)	(105,592.58)	15.5 %

	<i>2 Months Ended August 31, 2021</i>	<i>Annual Budget</i>	<i>Unused</i>	<i>% Used</i>
Interest Expense	0.00	(7,233.00)	(7,233.00)	
TOTAL OTHER INCOME & EXPENSE	(18,756.42)	(113,150.00)	(94,393.58)	16.6 %
AFTER OTHER INCOME & EXPENSE	20,464.42	245,780.00	225,315.58	8.3 %
NET RESULTS	20,464.42	245,780.00	225,315.58	8.3 %

## Camarillo Health Care District Tax Revenue Analysis by Month Received

	Fiscal Year 21-22			Fiscal Year 2022-23			Fiscal Year 23-24			Fiscal Year 2024-25			Fiscal Year 2025-26		
	\$ Received	YTD	% to Budget	\$ Received	YTD	% to Budget	\$ Received	YTD	% to Budget	\$ Received	YTD	% to Budget	\$ Received	YTD	% to Budget
Jul	87,329.27	87,329.27	3.19%												
Aug	0.00		0.00%												
Sep			0.00%												
Oct			0.00%												
Nov			0.00%												
Dec			0.00%												
Jan			0.00%												
Feb			0.00%												
Mar			0.00%												
Apr			0.00%												
May			0.00%												
Jun			0.00%												
	Approved Budget	2,741,713.00		Approved Budget	2,741,713.00		Approved Budget	2,687,954.00		Approved Budget	2,546,160.00		Approved Budget	2,472,000.00	

# Camarillo Health Care District

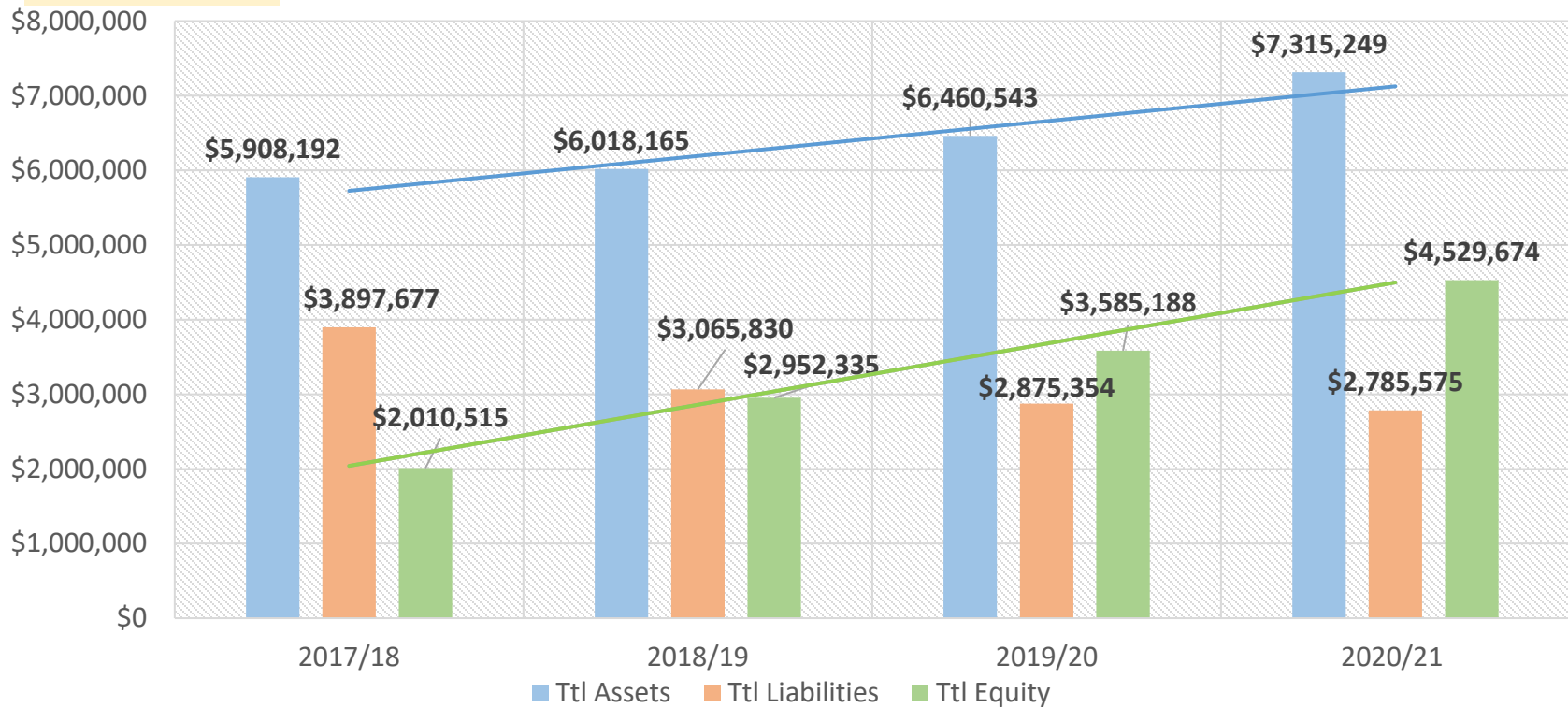
## Statement of Net Assets

	<u>August 2021</u>	<u>August 2020</u>	<u>\$</u> <u>Variance</u>	<u>%</u> <u>Variance</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>CASH ACCOUNTS</b>				
Bank of the West General	433,105.41	332,827.45	100,277.96	30.1%
Bank of the West Payroll	(29.90)	0.00	(29.90)	100.0%
Petty Cash-Administration	1,000.00	1,000.00	0.00	0.0%
Cash Drawer-Community Educ	50.00	50.00	0.00	0.0%
Cash Drawer-Transportation	20.00	20.00	0.00	0.0%
Cash Drawers- Senior Nutrition	85.00	85.00	0.00	0.0%
Cash-Local Agency Investment	4,037,305.84	3,318,207.28	719,098.56	21.7%
Cash - County Treasury Invstmtn	5,584.84	5,376.94	207.90	3.9%
Mechanics, Rabo Savings	164,991.60	155,264.27	9,727.33	6.3%
Mechanics, Rabo Checking	280,592.86	280,702.26	(109.40)	0.0%
Cash-Restricted-Scholarship	6,483.75	5,598.75	885.00	15.8%
<b>TOTAL CASH ACCOUNTS</b>	<b>4,929,189.40</b>	<b>4,099,131.95</b>	<b>830,057.45</b>	<b>20.2%</b>
Accounts Receivable	1,282.00	(2,224.00)	3,506.00	157.6%
Other Receivable	214.00	0.00	214.00	100.0%
Accrued Interest Receivable	0.00	53.87	(53.87)	-100.0%
City of Cam-SNP HDM Rcbl	37,000.00	6,166.68	30,833.32	500.0%
City of Cam CDBG CV3 Rec	8,333.34	0.00	8,333.34	100.0%
Grant-VCAAAA -Sr Nutrition Rcbl	16,154.71	15,170.03	984.68	6.5%
Grant-VCAAAA Caregiver Rcbl	4,544.18	4,592.24	(48.06)	-1.0%
Grant-VCAAAA SS Line Rcbl	7,036.72	7,666.72	(630.00)	-8.2%
Johns Hopkins ADS Rec	240.00	0.00	240.00	100.0%
Contract-PICF-Blue Shield	85.00	2,793.00	(2,708.00)	-97.0%
Contract-PICF Anthem	8,214.00	1,025.00	7,189.00	701.4%
Contract-PICF-Falls	1,615.00	0.00	1,615.00	100.0%
Contract-AAA-Evidence Based	400.00	800.00	(400.00)	-50.0%
Grant-SCAN-Commty Rcbl	0.00	1,900.00	(1,900.00)	-100.0%
Due Fr County-Property Tax	503,339.00	456,952.18	46,386.82	10.2%
<b>TOTAL Current Assets</b>	<b>5,517,647.35</b>	<b>4,594,027.67</b>	<b>923,619.68</b>	<b>20.1%</b>
<b>Fixed Assets</b>				
Buildings & Improvements	3,136,670.55	3,136,670.55	0.00	0.0%
IS Equip	102,122.40	102,122.40	0.00	0.0%
Equipment & Furnishings	270,033.83	254,911.58	15,122.25	5.9%
Transportation Vehicles	214,214.37	214,214.37	0.00	0.0%
Accum Depreciation-Buildings	(2,065,168.18)	(1,965,785.74)	(99,382.44)	-5.1%
Accum Depreciation-IS Equip	(90,136.02)	(82,804.02)	(7,332.00)	-8.9%
Accum Depreciation-Equip&Furn	(210,155.61)	(201,215.01)	(8,940.60)	-4.4%
Accum Depreciation-Vehicles	(210,624.00)	(209,840.52)	(783.48)	-0.4%
<b>TOTAL Fixed Assets</b>	<b>1,146,957.34</b>	<b>1,248,273.61</b>	<b>(101,316.27)</b>	<b>-8.1%</b>
<b>Other Assets</b>				
Prepaid Insurance	75,517.61	45,280.89	30,236.72	66.8%

	<i>August 2021</i>	<i>August 2020</i>	<i>\$ Variance</i>	<i>% Variance</i>
Prepaid Workers Comp	(367.17)	(3,999.59)	3,632.42	90.8%
Prepaid Postage	401.99	1,947.77	(1,545.78)	-79.4%
Pre Paid Rental/Lease	810.00	730.00	80.00	11.0%
Deferred Outflows of Resources GASB 68	494,934.17	494,934.17	0.00	0.0%
Deferred Outflows of Resources GASB 75	79,348.00	79,348.00	0.00	0.0%
<b>TOTAL Other Assets</b>	<b>650,644.60</b>	<b>618,241.24</b>	<b>32,403.36</b>	<b>5.2%</b>
<b>TOTAL ASSETS</b>	<b>7,315,249.29</b>	<b>6,460,542.52</b>	<b>854,706.77</b>	<b>13.2%</b>
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	22,666.06	14,835.37	7,830.69	52.8%
Medical Premium Payable-Emp	14.04	0.00	14.04	100.0%
Accrued Vacation	92,769.39	84,474.65	8,294.74	9.8%
Accrued Interest Expenses	7,849.38	7,646.81	202.57	2.6%
Scholarships-Volunteer Expense	1,595.97	1,595.97	0.00	0.0%
Scholarships-Senior Services	4,887.78	4,002.78	885.00	22.1%
Construction Loan 2020	0.00	88,687.99	(88,687.99)	-100.0%
Deferred Revenue	17,140.92	32,133.30	(14,992.38)	-46.7%
<b>TOTAL Current Liabilities</b>	<b>146,923.54</b>	<b>233,376.87</b>	<b>(86,453.33)</b>	<b>-37.0%</b>
<b>Long-Term Liabilities</b>				
Construction Loan to 2021	95,464.29	98,790.09	(3,325.80)	-3.4%
Net Pension Liability GASB 68	1,596,760.50	1,596,760.50	0.00	0.0%
Accrued OPEB Liability GASB 75	326,777.00	326,777.00	0.00	0.0%
Deferred Inflows of Resources GASB 68	186,989.00	186,989.00	0.00	0.0%
Deferred Inflows of Resources GASB 75	432,661.00	432,661.00	0.00	0.0%
<b>TOTAL Long-Term Liabilities</b>	<b>2,638,651.79</b>	<b>2,641,977.59</b>	<b>(3,325.80)</b>	<b>-0.1%</b>
<b>TOTAL LIABILITIES</b>	<b>2,785,575.33</b>	<b>2,875,354.46</b>	<b>(89,779.13)</b>	<b>-3.1%</b>
<b>EQUITY</b>				
Designated Reserves	2,999,201.22	2,999,201.22	0.00	0.0%
Retained Earnings	1,510,008.32	558,398.72	951,609.60	170.4%
Year-to-Date Earnings	20,464.42	27,588.12	(7,123.70)	-25.8%
<b>TOTAL EQUITY</b>	<b>4,529,673.96</b>	<b>3,585,188.06</b>	<b>944,485.90</b>	<b>26.3%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>7,315,249.29</b>	<b>6,460,542.52</b>	<b>854,706.77</b>	<b>13.2%</b>



a.o. Aug..all years



**Camarillo Health Care District  
Investment & Reserves Report  
31-Aug-21**

LAIF	2021 - 2022		Quick Ratio	Current Ratio
	8/31/2021	Interest Earned		
Vehicle Fleet Reserve	75,462	0	<b>33.55</b>	<b>37.50</b>
Technology Reserve	151,848	0		
Project/Special Use Reserve	150,924	0		
Capital Improvement Reserve	503,079	0		
General Operating Reserve	1,019,503	0		
Undesignated - General Operating	2,136,490	0		
<b>Total LAIF</b>	<b>4,037,306</b>	<b>0</b>		
<b>Bank of the West</b>				
General Operating Fund	433,076	0.00		
<b>Total Bank of the West</b>	<b>433,076</b>	<b>0.00</b>		
<b>Mechanics Bank</b>				
Checking	280,593	4.77		
Savings	164,992	11.14		
<b>Total Savings &amp; CD's</b>	<b>445,584</b>	<b>15.91</b>		
<b>Scholarships &amp; Petty Cash Funds</b>	<b>7,639</b>			
<b>Ventura County Treasurer Pool</b>	<b>5,585</b>	<b>0.00</b>		
<b>Total in interest earning accounts</b>	<b>4,929,189</b>	<b>16</b>		

Reserve Funds	Minimum Target	6/30/2021 Balance	2021 Allocated	2021/2022 Interest	8/31/2021 Balance	Annual Funding Goal
Vehicle Fleet Reserve	75,000	75,462	0	0	75,462	5,000
Technology Reserve	150,000	151,848	0	0	151,848	5,000
Project/Special Use Reserve	150,000	150,924	0	0	150,924	5,000
Capital Improvement Reserve	500,000	503,079	0	0	503,079	10,000
General Operating Reserve	1,715,441	1,019,503	0	0	1,019,503	100,000
<b>Reserves &amp; Contingencies</b>	<b>2,590,441</b>	<b>1,900,816</b>	<b>0</b>	<b>0</b>	<b>1,900,816</b>	<b>125,000</b>

Per California Government Code Section 53600 et. Seq., specifically section 53646 and section 53607, the attached investment report details all investment related activity in the current period. Camarillo Health Care District's (CHCD) investable funds are currently invested in LAIF and with the Ventura County Treasurer's investment pool, and their individual investment transactions are not reportable under the Government code. That said, CHCD's investment policy has taken a prudent investment course, in compliance with the "Prudent Investor's Policy" designed to protect public funds.



**SECTION 9**

**ITEMS FOR BOARD ACTION**

**SECTION 9-C**

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND  
RECOMMENDATION FOR APPROVAL OF THE DISCLOSURE OF REIMBURSEMENT  
REPORT FOR FISCAL YEAR 2020/2021, DISTRICT POLICY 1120.**

**SEPTEMBER 28, 2021**

Annual Disclosure Report  
2020-21

Name	Date	Amount	Reason
Barker, Blair	5/31/21	\$ 104.08	monthly mileage
	6/30/21	\$ 110.86	monthly mileage
Do, Julianne	3/31/21	\$ 170.46	monthly mileage
	4/30/21	\$ 169.06	monthly mileage
	5/31/21	\$ 145.66	monthly mileage
	6/30/21	\$ 178.30	monthly mileage
Duncan, Audre	7/31/20	\$ 145.36	monthly mileage
	8/31/20	\$ 202.86	monthly mileage
	9/30/21	\$ 107.47	monthly mileage
	12/31/21	\$ 100.97	monthly mileage
	3/31/21	\$ 147.95	monthly mileage
	4/30/21	\$ 101.14	monthly mileage
Gaddis, Alexa	12/31/20	\$ 180.72	monthly mileage
	1/29/21	\$ 141.46	monthly mileage
	2/26/21	\$ 124.10	monthly mileage
	3/31/21	\$ 187.99	monthly mileage
	4/30/21	\$ 165.14	monthly mileage
	5/31/21	\$ 173.99	monthly mileage
	6/30/21	\$ 219.35	monthly mileage
Morales, Luis	2/26/21	\$ 131.97	monthly mileage
	3/31/21	\$ 132.93	monthly mileage
	4/30/21	\$ 113.50	monthly mileage
Tapia, Mayra	4/30/21	\$ 135.13	monthly mileage
	5/31/21	\$ 156.16	monthly mileage
	6/30/21	\$ 100.14	monthly mileage
Teverbaugh, Monica	1/31/21	\$ 114.31	monthly mileage
	2/26/21	\$ 121.22	monthly mileage
	3/31/21	\$ 116.50	monthly mileage
	4/30/21	\$ 130.54	monthly mileage
	5/30/21	\$ 122.43	monthly mileage
	6/30/21	\$ 144.38	monthly mileage
Young, Jennifer	12/31/20	\$ 154.62	monthly mileage

---

# Camarillo Health Care District

## POLICY MANUAL

**POLICY TITLE:** Disclosure of Reimbursement Policy

**POLICY NUMBER:** 1120

**1120.1** This policy is established to provide for the process for the annual disclosure report of employee and director reimbursements consistent with the provisions of California Government Code §53065.5.

**1120.2** By no later than October 1<sup>st</sup> after the end of each fiscal year, the Chief Executive Officer will submit a detailed report to the Board of Directors, that discloses any reimbursement paid to any employee or member of the Board of Directors, by the District, within the immediately preceding fiscal year, of at least one hundred dollars (\$100), for each individual charge for service or product received.

**1120.3** "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any one employee or member of the Board of Directors of the District.

**1120.4** This report shall be made available for public inspection following ratification, and can also be obtained by contacting the District.

**State of California**

**GOVERNMENT CODE**

**Section 53065.5**

---

53065.5. Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection.

(Amended by Stats. 1995, Ch. 529, Sec. 4. Effective October 4, 1995.)



**SECTION 9**

**ITEMS FOR BOARD ACTION**

**SECTION 9-D**

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND  
RECOMMENDATION FOR APPROVAL OF DISTRICT RESOLUTION 21-09,  
ADOPTING THE 2022 REGULAR BOARD MEETING CALENDAR.**

**SEPTEMBER 28, 2021**



## RESOLUTION NO. 21-09

### Adopt the 2022 Regular Board Meeting Calendar

*Resolution of the Board of Directors  
Camarillo Health Care District  
Ventura County, California*

---

**WHEREAS**, Camarillo Health Care District holds its Regular Board of Directors meetings on the fourth Tuesday of each month at 12:00 p.m., with the following exceptions: June will calendar two meetings for budget process; and November will meet on the third Tuesday at 8:30 a.m.; and

**WHEREAS**, pursuant to District By-laws, Article IV, Section 1; *“REGULAR BOARD MEETINGS: A minimum of ten (10) regular Board meetings per year shall be held at a time and place to be fixed by resolution. The Board may, from time to time, by resolution, change the time and place of such meetings.”*;

**THEREFORE, BE IT RESOLVED**, that the Board of Directors adopts the following Board Meeting Schedule:

January 25, 2022, 12:00 p.m.  
February 22, 2022, 12:00 p.m.  
March 22, 2022, 12:00 p.m.  
April 26, 2022, 12:00 p.m.  
May 24, 2022, 12:00 p.m.  
June 7, 2022, 12:00 p.m. (Budget)  
June 28, 2022, 12:00 p.m. (optional)  
July 26, 2022, 12:00 p.m.  
August – Dark  
September 27, 2022, 12:00 p.m.  
October 25, 2022, 12:00 p.m.  
November 15, 2022, 8:30 a.m. (Board Work Study)  
December – Dark

**ADOPTED, SIGNED AND APPROVED** this 28th day of September 2021.

\_\_\_\_\_  
Christopher Loh, President  
Board of Directors

Attest: \_\_\_\_\_  
Richard Loft, Clerk of the Board  
Board of Directors



STATE OF CALIFORNIA)

COUNTY OF VENTURA) ss

I, **Richard Loft**, Clerk of the Board of Directors of the Camarillo Health Care District **DO HEREBY CERTIFY** that the foregoing Resolution 21-09 was duly adopted by the Board of Directors of said District at a Regular Meeting held on the 28th day of September 2021, and it was adopted by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Richard Loft, Clerk of the Board  
Board of Directors  
Camarillo Health Care District



## **2022 Board Meeting Calendar**

January 25, 2022, 12:00 p.m.

February 22, 2022, 12:00 p.m.

March 22, 2022, 12:00 p.m.

April 26, 2022, 12:00 p.m.

May 24, 2022, 12:00 p.m.

June 7, 2022, 12:00 p.m. (Budget)

June 28, 2022, 12:00 p.m. (Optional)

July 26, 2022, 12:00 p.m.

August – Dark

September 27, 2022, 12:00 p.m.

October 25, 2022, 12:00 p.m.

November 15, 2022, 8:30 a.m. (Board Work Study)

December - Dark

## 2022 Proposed Board and Committee Meeting Calendar

Board Meetings	Executive Committee Meetings
January 25, 2022 – 12:00 p.m.	January 18, 2022 – 12:00 p.m.
February 22, 2022 – 12:00 p.m.	February 15, 2022 – 12:00 p.m.
March 22, 2022 – 12:00 p.m.	March 15, 2022 – 12:00 p.m.
April 26, 2022 – 12:00 p.m.	April 19, 2022 – 12:00 p.m.
May 24, 2022 – 12:00 p.m.	May 17, 2022 – 12:00 p.m.
June 7, 2022 – 12:00 p.m. Budget Presentation	
June 28, 2022 – 12:00 p.m. – 2 <sup>nd</sup> Reading (If Needed)	June 21, 2022 – 12:00 p.m. (If Needed)
July 26, 2022 – 12:00 p.m.	July 19, 2022 – 12:00 p.m.
August 2022 – Dark	August 2022 – Dark
September 27, 2022 – 12:00 p.m.	September 20, 2010 – 12:00 p.m.
October 25, 2022 – 12:00 p.m.	October 18, 2022 – 12:00 p.m.
November 15, 2022 – 8:30 a.m. (Board Work Study)	November 8, 2022 – 12:00 p.m.
December – Dark	December – Dark
Special Events	Finance/Investment Committee Meetings
Aug 22-25, 2022 – CSDA Annual Conference – Palm Desert	January 25, 2022 – 10:30 a.m.
Sept 13-16, 2022 – ACHD Annual Conference – Garden Grove	April 26, 2022 – 10:30 a.m.
	July 26, 2022 – 10:30 a.m.
	October 25, 2022 – 10:30 a.m.

January						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	FC 25	Fin/Com 1/25/21- 10:30a.m.			

February						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
		FC 26	Fin/Com 4/26/21- 10:30a.m.			

May						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31		FC 26	Fin/Com 7/26/21- 10:30a.m.			

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	FC 25	Fin/Com 10/25/21- 10:30a.m.			

November						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Executive Committee Meetings

Board Meetings

Finance Committee Meetings

Association Annual Meetings



**SECTION 9**

**ITEMS FOR BOARD ACTION**

**SECTION 9-E**

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND  
RECOMMENDATION FOR APPROVAL OF DISTRICT RESOLUTION 21-08,  
RESTATEMENT OF QUALIFIED RETIREMENT PLAN.**

**SEPTEMBER 28, 2021**



## **RESOLUTION NO. 21-08**

### **Restatement of Qualified Retirement Plan**

Resolution of the Board of Directors

Camarillo Health Care District

Ventura County, California

---

**WHEREAS**, the Camarillo Health Care District (“District”) has maintained the Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusted Retirement Plan (“Plan”) since March 28, 2000 for the benefit of eligible employees; and

**WHEREAS**, the Camarillo Health Care District is restating the above-referenced Plan to comply with the requirements of the 2017 IRS Cumulative List (IRS Notice 2017-37), the American Taxpayer Relief Act of 2012, the Tax Cuts and Jobs Act of 2017 and other applicable guidance (collectively referred to herein as the Cycle 3 restatement).

**NOW, THEREFORE, BE IT RESOLVED** that the Camarillo Health Care District hereby adopts the Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusted Retirement Plan, as the complete Cycle 3 restatement of the Plan, to be effective on July 1, 2021;

**RESOLVED FURTHER** that the undersigned member of the Governing Board authorize the execution of the restated Plan document and authorize the performance of any other actions necessary to implement the adoption of the Cycle 3 restatement. The members of the Governing Board may designate any members of the Governing Board (or other authorized person) to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Camarillo Health Care District will maintain a copy of the restated Plan, as approved by the members of the Governing Board, along with a copy of the prior Plan, in its files;

**RESOLVED FURTHER** that the Camarillo Health Care District will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the plan; and

**RESOLVED FURTHER** that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the restated plan.

**RESOLVED FURTHER** that the undersigned hereby certifies that he is an Authorized Representative of the District and that the foregoing is a true record of a resolution duly adopted at the September 28, 2021 meeting of the Governing Board, and that said meeting was held in accordance with state law and the Bylaws of the Camarillo Health Care District.

**IN WITNESS HERE OF**, I have executed my name below as an Authorized Representative of the Camarillo Health Care District.

**ADOPTED, SIGNED, AND APPROVED** this 28th day of September 2021.

\_\_\_\_\_  
Christopher Loh, President  
Board of Directors  
Camarillo Health Care District

Attest: \_\_\_\_\_  
Richard Loft, Clerk of the Board  
Board of Directors  
Camarillo Health Care District

STATE OF CALIFORNIA )

COUNTY OF VENTURA ) ss

I, Richard Loft, Clerk of the Board of Directors of the Camarillo Health Care District

DO HEREBY CERTIFY that the foregoing Resolution No. 21-08 was duly adopted by the Board of Directors of said District at a Regular Meeting held on the 28th day of September 2021 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Richard Loft, Clerk of the Board  
Board of Directors  
Camarillo Health Care District



TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

B11

Plan Description: Non-Standardized Pre-Approved Profit Sharing Plan With CODA  
FFN: 3175834BH03-001 Case: 201900843 EIN: 76-0519990  
Letter Serial No: Q703455a  
Date of Submission: 12/31/2018

VALIC RETIREMENT SERVICES COMPANY  
2929 ALLEN PARKWAY, L4-01  
HOUSTON, TX 77019

Contact Person:  
Janell Hayes  
Telephone Number:  
513-975-6319  
In Reference To: TEGE:EP:7521  
Date: 06/30/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:

- . The employer terminated the other plan before the effective date of this plan
- . No annual additions have been credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan, if the employer maintains any of the following:

- . A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)



- . An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
- . A simplified employee pension plan

Our opinion doesn't apply to Treasury Regulations Section 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions which are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

Our opinion applies to the requirements of IRC Section 410(b) if 100 percent of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor allocation formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC Section 401(a)(4).

If this plan includes a cash or deferred arrangement (CODA) or otherwise provides for contributions subject to IRC Sections 401(k) and/or 401(m), the employer may rely on the opinion letter regarding the form of the non-discrimination tests of IRC Sections 401(k)(3) and 401(m)(2), if the employer uses a safe harbor compensation definition. For plans described in IRC Sections 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan. For SIMPLE plans described in IRC Sections 401(k)(11) and 401(m)(10), employers may also rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:

- . the plan is being used to amend or restate a plan of the employer which was not previously qualified
- . the employer's adoption of the plan precedes the issuance of the letter
- . the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
- . the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use.

VALIC RETIREMENT SERVICES COMPANY

FFN: 3175834BH03-001

Page: 3

Individual participants or adopting eligible employers with questions about the plan should contact you.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,

*Khin M. Chow*

Khin M. Chow  
Director, EP Rulings & Agreements

Letter 6186 (June-2020)  
Catalog Number 72434C

NOT FINAL

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

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

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

**1-1 EMPLOYER INFORMATION.**

Name: Camarillo Health Care District

Address: 3639 E. Las Posas Road, #117

Camarillo, California 93010

Telephone: (805) 388-1952

**1-2 EMPLOYER IDENTIFICATION NUMBER (EIN).** 95-2834854

**1-3 FORM OF BUSINESS.**

State or political subdivision of a State

State agency or instrumentality

Indian Tribal Government

Describe other Employer qualified to adopt a Governmental Plan: \_\_\_\_\_

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

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

Yes

No

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

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

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

**2-1 PLAN NAME.** Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusteed Retirement Plan

Original Effective Date: March 28, 2000

Restatement Effective Date: July 1, 2021

**2-2 PLAN NUMBER.** 001

**2-3 TYPE OF PLAN.**

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

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

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

**2-4 PLAN YEAR.**

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

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

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

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

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

- Yes  
 No

**2-7 PLAN ADMINISTRATOR.**

- (a) The Employer identified in AA §1-1.

(b) Name: \_\_\_\_\_

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

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

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

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

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

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

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

**SECTION 3  
ELIGIBLE EMPLOYEES**

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

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



Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Collectively Bargained Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Leased Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees paid on an hourly basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Employees paid on a salaried basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees in an elected or appointed position.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Part-Time Employees (as defined in Section 1.71 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Seasonal Employees (as defined in Section 1.89 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Temporary Employees (as defined in Section 1.93 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Employees eligible for another qualified plan sponsored by the Employer or a Related Employer Specify name of other qualified plan (optional): _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(l) Other: <u>Employees not classified as Chief Executive Officer</u>

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

**SECTION 4  
MINIMUM AGE AND SERVICE REQUIREMENTS**

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

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

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

**Deferral      Match      ER**

Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii) below.

(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:

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

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

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

(A) For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

- (I) \_\_\_\_ hours per week.
- (II) \_\_\_\_ hours per month.
- (III) \_\_\_\_ hours per year.

(B) Describe part-time Employees for this purpose: \_\_\_\_\_

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

(6) Under the Elapsed Time method as described in AA §4-3(c) below.

(7) Describe eligibility conditions: \_\_\_\_\_

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

**Deferral      Match      ER**

- (1) There is no minimum age for Plan eligibility.
- (2) Age 21.
- (3) Age \_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- | Deferral                 | Match                    | ER                       |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service requirements (as designated below): |



- (a) the Effective Date of this Plan (as designated in the Employer Signature Page).
- (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- (c) \_\_\_\_\_ [insert date no earlier than the Effective Date of this Plan]

An Eligible Employee who is employed on the designated date will enter the Plan on the designated date without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select subsection (d) or (e) below to designate which condition is waived under this AA §4-4.

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

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

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

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

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

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

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

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

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

- (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.
- (b) If an Employee incurs at least \_\_\_\_\_ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. [Enter "0" if prior service will be disregarded for all rehired Employees.]
- (c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
- (d) Describe: \_\_\_\_\_

**SECTION 5  
COMPENSATION DEFINITIONS**

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

- (a) W-2 Wages
- (b) Code §415 Compensation
- (c) Wages under Code §3401(a)

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

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

- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation.
  - (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
  - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

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

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

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

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

- | Deferral                 | Match                    | ER                       |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (j) Amounts received after termination of employment are excluded. (See Section 1.94(b) of the Plan.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (k) Differential Pay (as defined in Section 1.94(e) of the Plan).                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (l) Describe adjustments to Plan Compensation: _____  |

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

**5-4 PERIOD FOR DETERMINING COMPENSATION.**

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

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

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

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

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

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

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

**SECTION 6  
EMPLOYER AND EMPLOYEE CONTRIBUTIONS**

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

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

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

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

6-3 **ALLOCATION FORMULA.**

- (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated:
  - (1) as a uniform percentage of Plan Compensation.
  - (2) as a uniform dollar amount.
- (b) **Fixed contribution.** The fixed Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed Employer Contributions under AA §6-2.

- (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan), using the Taxable Wage Base (as defined in Section 1.92 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below.

- (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:

- (i) \_\_\_% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

- (A) N/A  (B) \$1  
 (C) \$100  (D) \$1,000

- (ii) \$\_\_\_ (not to exceed the Taxable Wage Base)

- (iii) 20% of the Taxable Wage Base

[Note: See Section 3.02(a)(1)(i)(B)(IV) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.]

- (2) **Describe special rules for applying permitted disparity allocation formula:** \_\_\_\_\_

[Note: Any special rules under subsection (2) must be definitely determinable.]

- (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

- (1) \_\_\_ point(s) for each \_\_\_ year(s) of age (attained as of the end of the Plan Year).

- (2) \_\_\_ points for each \$\_\_\_ of Plan Compensation.

- (3) \_\_\_ point(s) for each \_\_\_ Year(s) of Service. For this purpose, Years of Service are determined:

- (i) In the same manner as determined for eligibility.

- (ii) In the same manner as determined for vesting.

- (iii) Points will not be provided with respect to Years of Service in excess of \_\_\_.

- (e) **Employee group allocation.** The Employer may make a separate discretionary Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Trustee in writing of the amount of the contribution to be allocated to each allocation group.

- (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).

- (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.

- The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

**Group 1:** \_\_\_\_\_

[Note: The Employee allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).]

- (3) **Special rules.** Unless designated otherwise under this subsection (3), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(a)(1)(i)(D) of the Plan.)

- (i) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

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

[Note: This subsection (ii) may only describe the amount of the Employer Contribution a Participant will receive when such Participant is in more than one allocation group. Any language under this subsection (ii) must be definitely determinable.]



- (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).  
A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under subsection (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.
- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.
- (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: \_\_\_\_\_
- (3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_
- [Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Subsection (3) must provide for a definitely determinable allocation method.]*
- (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(d) will be allocated in accordance with the selections made in AA §6-2(d).
- (h) **Describe special rules for determining allocation formula:** \_\_\_\_\_
- [Note: Any special rules under this subsection (h) must be described in a manner that precludes Employer discretion.]*

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

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

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

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

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

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

(1) Plan Year quarter

(2) calendar month

(3) payroll period

(4) Other: \_\_\_\_\_

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

(b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

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

(2) \$\_\_\_

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

(c) **Offset of Employer Contribution.**

(1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under \_\_\_\_\_ *[insert name of plan(s)]*. (See Section 3.02(a)(1) of the Plan.)

(2) In applying the offset under this subsection (c), the following rules apply: \_\_\_\_\_

(d) **Special rules:** \_\_\_\_\_

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

6-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-6 to receive an allocation of Employer Contributions under the Plan. *[Note: No allocation conditions apply to After-Tax Employee Contributions or Employer Pick-Up Contributions under AA §6-7.]*

(a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

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

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

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

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

(ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):

(A) Monthly

(B) Weekly

(C) Daily

(D) Semi-monthly

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

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

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

- (d) **Exceptions.**
- (1) The above allocation condition(s) will not apply if the Employee:
- (i) dies.
  - (ii) terminates employment due to becoming Disabled.
  - (iii) becomes Disabled.
  - (iv) terminates employment after attaining Normal Retirement Age.  
*[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]*
  - (v) terminates employment after attaining Early Retirement Age.  
*[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]*
  - (vi) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) above do not apply to:
- (i) an employment condition under subsection (b) above.
  - (ii) a minimum service condition under subsection (c) above.
- (e) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_  
*[Note: Any special rules under this subsection (e) must be definitely determinable.]*

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

- (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).
- (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:
- (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to:
    - (A) \_\_\_\_\_% of Plan Compensation
    - (B) \$\_\_\_\_\_for the following period:
    - (C) the entire Plan Year.
    - (D) the portion of the Plan Year during which the Employee is eligible to participate.
    - (E) each separate payroll period during which the Employee is eligible to participate.
  - (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
    - (A) \_\_\_\_\_% of Plan Compensation
    - (B) \$\_\_\_\_\_
- (2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an after-tax election will be effective as set forth under the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time. Unless designated otherwise in a Participant's after-tax election form, a Participant's affirmative election to make an After-Tax Employee Contribution will cease upon termination of employment and the Participant will need to make a new election upon rehire.



- (3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:** \_\_\_\_\_  
*[Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.]*
- (b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.
- (1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:
- (i) \_\_\_\_\_% of each Employee's Total Compensation.
  - (ii) \$\_\_\_\_\_ for each Participant.
  - (iii) Describe rate or amount: \_\_\_\_\_
- (2) **Special rules applicable to Mandatory After-Tax Employee Contributions:** \_\_\_\_\_
- (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)
- (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:
- (i) \_\_\_\_\_% of Plan Compensation.
  - (ii) \$\_\_\_\_\_ per pay period.
  - (iii) Any amount from \_\_\_\_\_% to \_\_\_\_\_% of Plan Compensation, as designated by the Employee.  
*[Note: This subsection (iii) may only be selected if the Employee designates the amount as a one-time irrevocable election.]*
- (2) Elect this subsection (2) if an Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.
- (3) **Special rules applicable to Employer Pick-Up Contributions:** \_\_\_\_\_
- [Note: Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.03 of the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.]*

**SECTION 6A  
SALARY DEFERRALS**

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

- Yes.
- No. *[If "No" is checked, skip to Section 6B.]*

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

- (a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:
- (1) \_\_\_\_\_% of Plan Compensation.
  - (2) \$\_\_\_\_\_.
- [Note: If both subsection (1) and (2) above are checked, the deferral limit is the lesser of the amounts selected.]*
- Any limit described in subsection (1) or (2) above applies with respect to the following period:
- (3) Plan Year.
  - (4) the portion of the Plan Year during which the individual is eligible to participate.
  - (5) each separate payroll period during which the individual is eligible to participate.
- (b) **Limits on deferrals on bonus payments.** *[Note: This §6A-2(b) only may be selected, if bonus payments are not excluded under AA §5-3.]*

- (1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation, Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the Plan) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)
- (2) A Participant may defer up to \_\_\_% (not to exceed 100%) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation), without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)
- (3) Describe special rules applicable to deferrals on bonus payments: \_\_\_\_\_

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

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

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

- (a) \_\_\_% of Plan Compensation for a payroll period.
- (b) \$\_\_\_ for a payroll period.
- (c) Describe: \_\_\_\_\_

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

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

- Catch-Up Contributions are not permitted under the Plan.

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

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

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

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

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

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

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

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

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

(i) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. [Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]

(ii) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

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

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

(i) Pre-tax Salary Deferrals

(ii) Employer Contributions

(iii) Matching Contributions

(iv) After-Tax Contributions

(v) Rollover Contributions

(vi) Employer Pick-Up Contributions

(vii) Describe: \_\_\_\_\_

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

(4) **Limits applicable to In-Plan Roth Conversions.** No limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

(i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

[Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion. See Section 6.09 of the Plan.]

(ii) A Participant may not make an In-Plan Roth Conversion of less than \$\_\_\_ (may not exceed \$1,000).

(iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

[Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]

(iv) Describe: \_\_\_\_\_

[Note: Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.]

(5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

(i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 7.10 of the Plan.

[Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 7.10 of the

*Plan. Thus, for example, a Participant may not take an in-service distribution of amounts attributable to Salary Deferrals prior to age 59½.*]

- (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the Plan and AA §B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

*[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]*

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6).

- (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account.  
 (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time.  
 (iii) Describe distribution options: \_\_\_\_\_

- (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: \_\_\_\_\_

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

- (a) **Change or revocation of deferral election:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment and the Participant will need to make a new election upon rehire.

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

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

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

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

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

- (i) The Effective Date of this Plan as set forth under the Employer Signature Page.

- (ii) \_\_\_\_\_ [insert date no earlier than the Effective Date of the Plan]

- (iii) As set forth under a prior Plan document. *[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]*

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

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

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

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

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

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3):
- (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i) above. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
- (D) Describe: \_\_\_\_\_
- (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant's affirmative deferral election will expire:
- (A) at the end of each Plan Year.
- (B) Describe date that the affirmative election will expire: \_\_\_\_\_
- [Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.]*

If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.



(iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).

Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.]

(v) **Special rules:** \_\_\_\_\_

[Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.]

(4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

(i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the first Plan Year following the date automatic contributions begin.

(ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the \_\_\_\_\_ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

(iii) **Effective date.** The automatic increase described under subsection (2)(ii) above is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

(A) The anniversary of the Participant's date of hire.

(B) The anniversary of the Participant's first automatic deferral contribution.

(C) The first day of each calendar year.

(D) Other date: \_\_\_\_\_

(iv) **Special rules:** \_\_\_\_\_

(5) **Treatment of terminated Employees who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA §6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee terminated employment).

(i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA §6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.

(ii) **Describe special rules applicable to rehired employees:** \_\_\_\_\_

[Note: Any special rules under this subsection (ii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable.]

(b) **Permissible Withdrawals under Automatic Contribution Arrangement.**

(1) **Permissible withdrawals allowed.** An Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissive withdrawal, but only with respect to default contributions made after the Employee's return to employment).

The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to termination of employment.

(2) **No permissible withdrawals.** The permissible withdrawal provisions under this subsection (b) are not available.

- (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_ days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

(c) **Other automatic deferral provisions:** \_\_\_\_\_

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

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

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

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

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

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

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

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as a uniform percentage of Eligible Contributions, unless designated otherwise below. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)
- (1) Discretionary matching contributions will be allocated as a flat dollar amount.
  - (2) Allocation of discretionary Matching Contribution determined by written instructions to Plan Administrator (or Trustee). If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing: (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Eligible Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies (unless otherwise designated under AA §6B-5), and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas.

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

- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
- (1) \_\_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below.
  - (2) \$\_\_\_\_ for each period designated in AA §6B-5 below.

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

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

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

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

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

Years of Service	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___ up to ___ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (5) Years of Service equal to and above ___	_____%	<input type="checkbox"/>

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

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

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

- (1) **Designated Employee groups.**

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

- (2) **Matching Contribution formulas.**

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

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

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

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



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

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

- (a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6B-2 will apply only to the Eligible Contributions selected below:
- (1) Pre-tax Salary Deferrals under AA §6A.
  - (2) Roth Deferrals under AA §6A-5.
  - (3) Catch-Up Contributions under AA §6A-4.
  - (4) Voluntary After-Tax Employee Contributions under AA §6-7(a).
  - (5) Mandatory After-Tax Employee Contributions under AA §6-7(b).
  - (6) Employer Pick-Up Contributions under AA §6-7(c).

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

- (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: \_\_\_\_\_
- (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1) above: \_\_\_\_\_

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

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

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

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

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

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

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

- (1) \_\_\_\_\_% of Plan Compensation.
- (2) \$\_\_\_\_\_.
- (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.

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

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

- (1) \_\_\_\_\_% of Plan Compensation.
- (2) \$\_\_\_\_\_.

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

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

- (a) payroll period
- (b) Plan Year quarter
- (c) calendar month
- (d) Other: \_\_\_\_\_

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

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

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

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

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

- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:

- (1) \_\_\_\_\_ Hours of Service during the Plan Year.
  - (i) Hours of Service are determined using actual Hours of Service.
  - (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):
 

<input type="checkbox"/> (A) Monthly	<input type="checkbox"/> (B) Weekly
<input type="checkbox"/> (C) Daily	<input type="checkbox"/> (D) Semi-monthly
<input type="checkbox"/> (E) Describe: _____	

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

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

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

- (v) terminates employment after attaining Early Retirement Age.

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

- (vi) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) above do not apply to:
  - (i) an employment condition designated under subsection (b) above.
  - (ii) a minimum service condition designated under subsection (c) above.
- (e) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_

**SECTION 7  
RETIREMENT AGES**

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

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

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

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

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

**SECTION 8  
VESTING AND FORFEITURES**

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

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

[*Note: "Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No" should be checked if the only contributions under the Plan are Salary Deferrals, After-Tax Employee Contributions and/or Employer Pick-Up Contributions. If the Plan holds Employer Contributions and/or Matching Contributions that are subject to*

*vesting but the Plan no longer provides for such contributions, see Sections 6.03(d) and 6.11(e) of the Plan for default rules for applying the vesting and forfeiture rules to such contributions.]*

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

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

- | ER                                  | Match                    |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (1) Full and immediate vesting.        |
| <input type="checkbox"/>            | <input type="checkbox"/> | (2) Three-year cliff vesting schedule  |
| <input type="checkbox"/>            | <input type="checkbox"/> | (3) Six-year graded vesting schedule   |
| <input type="checkbox"/>            | <input type="checkbox"/> | (4) Modified vesting schedule          |
|                                     |                          | ___% immediately on Plan participation |
|                                     |                          | ___% after 1 Year of Service           |
|                                     |                          | ___% after 2 Years of Service          |
|                                     |                          | ___% after 3 Years of Service          |
|                                     |                          | ___% after 4 Years of Service          |
|                                     |                          | ___% after 5 Years of Service          |
|                                     |                          | ___% after 6 Years of Service          |
|                                     |                          | ___% after 7 Years of Service          |
|                                     |                          | ___% after 8 Years of Service          |
|                                     |                          | ___% after 9 Years of Service          |
|                                     |                          | 100% after 10 Years of Service         |
| <input type="checkbox"/>            | <input type="checkbox"/> | (5) Other: vesting schedule: _____     |
- [Note: If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]*

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

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

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

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

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

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

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



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

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

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

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

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

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

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

(d) Describe any special rules for applying the vesting Break in Service rules: \_\_\_\_\_

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

**8-7 ALLOCATION OF FORFEITURES.**

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

**ER      Match**

           (a) N/A. All contributions are 100% vested. [Do not complete the rest of this AA §8-7.]

           (b) Reallocated as additional Employer Contributions or as additional Matching Contributions.

           (c) Used to reduce Employer and/or Matching Contributions.

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

           (d) for the Plan Year in which the forfeiture occurs.

           (e) for the Plan Year following the Plan Year in which the forfeitures occur.

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

           (f) Forfeitures may be used to pay Plan expenses. (See Section 6.11(d) of the Plan.)

           (g) Forfeitures may not be used to pay Plan expenses.

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

           (h) Forfeitures are not subject to any allocation conditions.

           (i) Forfeitures are subject to a last day of employment allocation condition.

           (j) Forfeitures are subject to a \_\_\_\_ Hours of Service minimum service requirement.

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

           (k) Describe: \_\_\_\_\_

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

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

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

The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

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

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

A forfeiture will occur upon the completion of \_\_\_\_ consecutive Breaks in Service (as defined in Section 6.08 of the Plan).

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

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

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

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

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

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

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

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

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

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

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

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

- (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Section 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
- (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
- (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$\_\_\_\_\_.
- (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.

- (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this subsection (5).
- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.
  - (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$\_\_\_\_\_.
  - (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- (c) **Describe any special rules affecting Participant or Spousal consent:** \_\_\_\_\_  
*[Note: Any special rules under this subsection (c) must be definitely determinable.]*

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

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
  - (1) the date the Participant terminates employment.
  - (2) the last day of the Plan Year during which the Participant terminates employment.
  - (3) the first Valuation Date following the Participant's termination of employment.
  - (4) the end of the calendar quarter following the date the Participant terminates employment.
  - (5) attainment of Normal Retirement Age, death or becoming Disabled.
  - (6) Describe: \_\_\_\_\_  
*[Note: Any special rules under this subsection (6) must be definitely determinable.]*
- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 will receive a lump sum distribution of his/her vested Account Balance within a reasonable period following:
  - (1) the date the Participant terminates employment.
  - (2) the last day of the Plan Year during which the Participant terminates employment.
  - (3) the first Valuation Date following the Participant's termination of employment.
  - (4) the end of the calendar quarter following the date the Participant terminates employment.
  - (5) Describe: \_\_\_\_\_  
*[Note: Any special rules under this subsection (5) must be definitely determinable.]*
- (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the threshold for distributions upon termination of employment will be based on a vested Account Balance of \$\_\_\_\_\_.
- (d) **Describe additional distribution options:** \_\_\_\_\_  
*[Note: Any additional distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]*

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

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



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

**9-5 DETERMINATION OF BENEFICIARY.**

- (a) **Default beneficiaries.** Under Section 7.07(c) of the Plan, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.
- If this subsection (a) is checked, the default beneficiaries under Section 7.07(c) of the Plan are modified as follows:
- (1) The Plan adopts the default beneficiary rules under Section 7.07(c) of the Plan, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- (2) Describe other modifications to the default beneficiaries under Section 7.07(c) of the Plan: \_\_\_\_\_  
*[Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]*
- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).
- If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)
- (c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.
- If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.
- [Note: Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.]*

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

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

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age ____ (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(h) The Participant has participated in the Plan for at least ____ (cannot be less than 60) months.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) The amounts being withdrawn have been held in the Trust for at least two years.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	N/A	N/A	(k) As a Qualified Reservist Distribution.
<input type="checkbox"/>	N/A	N/A	(l) Upon a deemed separation of employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(m) Describe: _____

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

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

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

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

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

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- (b) A Participant may take no more than \_\_\_\_ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$\_\_\_\_.
- (d) A Participant may not take an in-service distribution of more than \$\_\_\_\_.
- (e) Unless elected otherwise under this subsection (e), the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 7.10(e)(5) of the Plan. If this subsection (e) is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.

- (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 7.10(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 7.10(e)(1) of the Plan: \_\_\_\_\_
- [Note: This subsection (f) may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.]
- (g) If the Plan includes Accounts that hold inactive sources of contributions, the Employer may designate under this AA §10-3(g) the in-service distribution options available to such Accounts: \_\_\_\_\_
- (h) Other distribution rules: \_\_\_\_\_

**10-4 REQUIRED MINIMUM DISTRIBUTIONS.**

- (a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan applies. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.
- Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under either the 5-year rule or the life expectancy method, as elected below:
- (1) The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.
- (2) The life expectancy method under Sections 8.02 and 8.04 of the Plan (and not the 5-year rule).
- (b) **Describe any special rules applicable to required minimum distributions:** \_\_\_\_\_
- [Note: Any special rule under this subsection (b) must satisfy the requirements of Code §401(a)(9). This subsection (b) may be used to override the default provision under Section 8.06(b) of the Plan. For example, the Employer may designate the life expectancy rules as the default rather than the five-year rule when a Participant or Beneficiary fails to make an election.]

**SECTION 11  
MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

- (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending \_\_\_\_\_.
- [Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]

(b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Participant who terminates employment on account of becoming disabled. (See Section 5.02(c)(7)(ii) of the Plan.)

(c) **Special rules:** \_\_\_\_\_

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

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

(a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

(b) **Deemed separation from service.** Unless otherwise elected under AA§10-1(I), an individual shall not be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §401(k)(2)(B)(i)(I).

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

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

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

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

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

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

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

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

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



**APPENDIX A  
SPECIAL EFFECTIVE DATES**

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

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

**APPENDIX B  
LOAN POLICY**

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

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

- (a) Yes  
 (b) No

B-2 **LOAN PROCEDURES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

- (a) No
- (b) Yes

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

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

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

**EMPLOYER SIGNATURE PAGE**

**PURPOSE OF EXECUTION.** This Signature Page is being executed for Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusteed Retirement Plan to effect:

- (a) The adoption of a **new plan**, effective \_\_\_ [insert Effective Date of Plan]. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 3 Pre-Approved Plans, pursuant to Rev. Proc. 2017-41.
  - (1) Effective date of restatement: 7-1-2021. [Note: Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.]
  - (2) Name of plan(s) being restated: Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusteed Retirement Plan
  - (3) The original effective date of the plan(s) being restated: 3-28-2000
- (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 3 Pre-Approved Plans under Rev. Proc. 2017-41). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
  - (1) Effective Date(s) of amendment/restatement: \_\_\_\_\_
  - (2) Name of plan being amended/restated: \_\_\_\_\_
  - (3) The original effective date of the plan being amended/restated: \_\_\_\_\_
  - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: \_\_\_\_\_

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

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

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

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

Camarillo Health Care District  
(Name of Employer)

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

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



**TRUST DECLARATION**

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

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

**Name of Plan.** Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusteed Retirement Plan

**Name of Employer.** Camarillo Health Care District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS  
ELECTIVE PROVISIONS**

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

**HD-1 SOURCES FOR HARDSHIP DISTRIBUTIONS**

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

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

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

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

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

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



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

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

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

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

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

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

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

**APPLICATION OF AMENDMENT**

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

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

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

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

**ACTION BY THE GOVERNING BOARD  
RESTATEMENT OF QUALIFIED RETIREMENT PLAN**

The undersigned, on behalf of the Governing Board, hereby certifies that at a meeting of the Governing Board of Camarillo Health Care District ("Employer"), the following resolutions were approved:

WHEREAS, the Employer has maintained the Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusteed Retirement Plan ("Plan") since 3-28-2000 for the benefit of eligible employees; and

WHEREAS, the Employer is restating the above-referenced Plan to comply with the requirements of the 2017 IRS Cumulative List (IRS Notice 2017-37), the American Taxpayer Relief Act of 2012, the Tax Cuts and Jobs Act of 2017 and other applicable guidance (collectively referred to herein as the Cycle 3 restatement).

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusteed Retirement Plan as the complete Cycle 3 restatement of the prior Plan, to be effective on 7-1-2021;

RESOLVED FURTHER that the undersigned members of the Governing Board authorize the execution of the restated Plan document and authorize the performance of any other actions necessary to implement the adoption of the Cycle 3 Plan restatement. The members of the Governing Board may designate any members of the Governing Board (or other authorized person) to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Employer will maintain a copy of the restated Plan, as approved by the members of the Governing Board, along with a copy of the prior Plan, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan; and

RESOLVED FURTHER that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the restated Plan.

The undersigned hereby certifies that he/she is an Authorized Representative of the Employer and that the foregoing is a true record of a resolution duly adopted at a meeting of the Governing Board, and that said meeting was held in accordance with state law and the Bylaws of the above-named Employer.

IN WITNESS WHEREOF, I have executed my name below as an Authorized Representative of the Employer.

\_\_\_\_\_  
Authorized Representative / Date

RESOLUTION NO. 15-12

A RESOLUTION OF THE BOARD OF DIRECTORS  
CAMARILLO HEALTH CARE DISTRICT  
VENTURA COUNTY, CALIFORNIA  
AUTHORIZING AMENDMENT AND RESTATEMENT OF RETIREMENT PLAN  
VIA ADOPTION OF VALIC RETIREMENT SERVICES COMPANY  
RETIREMENT PLAN FOR GOVERNMENTAL EMPLOYERS

Received  
DEC 11 2015  
Plan Document Team

WHEREAS, Camarillo Health Care District (hereinafter, the "Employer"), previously established the Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusteed Retirement Plan (hereinafter, the "Plan") for the exclusive benefit of its employees and their beneficiaries, which Plan was originally effective as of March 28, 2000; and

WHEREAS, the Employer retained the power to amend and/or terminate the Plan; and

WHEREAS, the Employer now desires to amend and restate the Plan by adopting the VALIC Retirement Services Company Retirement Plan for Governmental Employers document; and

NOW THEREFORE, BE IT RESOLVED, that the Employer hereby amends and restates the Plan, effective July 1, 2015, by adopting the document titled "VALIC Retirement Services Company Retirement Plan for Governmental Employers," in the form and substance as the document heretofore presented to the governing body of the Employer, and

RESOLVED FURTHER, that the appropriate representatives of the Employer be, and the same hereby are, authorized and directed to:

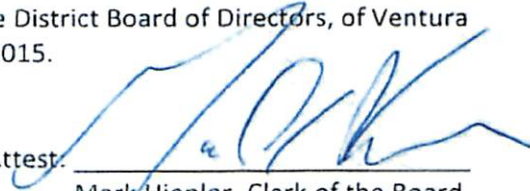
- (i) execute the adoption agreement to the VALIC Retirement Services Company Retirement Plan for Governmental Employers document as approved;
- (ii) execute all other documents and to do all other things as may be necessary or appropriate to make the VALIC Retirement Services Company Retirement Plan for Governmental Employers document effective July 1, 2015, including the execution of any amendments required by the Internal Revenue Service in order to continue to maintain the qualified and exempt status of the Plan; and
- (iii) execute any other documents required to obtain reliance on advisory letters issued to the VALIC Retirement Services Company Retirement Plan for Government Employers by the Internal Revenue Service.

PASSED AND ADOPTED, by the Camarillo Health Care District Board of Directors, of Ventura County, of the State of California, on December 8<sup>th</sup>, 2015.



Rod Brown, President  
Board of Directors  
Camarillo Health Care District

Attest:



Mark Hiepler, Clerk of the Board  
Board of Directors  
Camarillo Health Care District

STATE OF CALIFORNIA)

COUNTY OF VENTURA ) ss

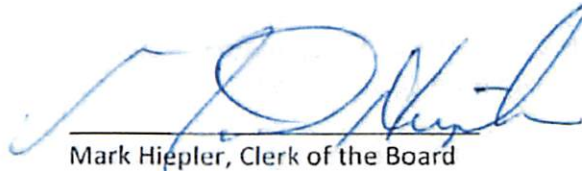
I, Mark Hiepler, Clerk of the Board of Directors of the Camarillo Health Care District

DO HEREBY CERTIFY that the foregoing Resolution 15-12 was duly adopted by the Board of Directors of said District at a Regular Meeting held on the 8th day of December, 2015, and was adopted by the following vote:

AYES: 5

NAYS: 0

ABSENT: 0



Mark Hiepler, Clerk of the Board  
Board of Directors  
Camarillo Health Care District

Received  
Plan Document Team



**VALIC Retirement Services Company**  
**Retirement Plan for Governmental Employers**  
**Adoption Agreement #001 – Profit Sharing Plan**  
**Advisory Letter Number: J593778a**

The undersigned, Camarillo Health Care District ("Employer"), by executing this Adoption Agreement, elects to establish (or restate) a retirement plan (and trust, if applicable) (hereinafter, the "Plan") under the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the "Basic Plan Document"). The Employer, subject to the Employer's elections in this Adoption Agreement, adopts fully the Plan provisions (and if applicable, the Trust provisions). The Adoption Agreement and the Basic Plan Document together constitute the Employer's entire Plan (and Trust, if applicable) document. All section references within this Adoption Agreement are Adoption Agreement section references unless the Adoption Agreement or the context indicates otherwise. All "Article" references, and all "Plan Section" references, are references to the applicable article or section of the Basic Plan Document.

The Employer makes the following elections, as permitted under the corresponding provisions of the Basic Plan Document:

**A. VOLUME SUBMITTER PRACTITIONER INFORMATION.**

VALIC Retirement Services Company  
Attn: Institutional Services  
2929 Allen Parkway, L8-10  
Houston, Texas 77019  
888-478-7020

**B. PLAN INFORMATION.**

1. Plan Name: Camarillo Health Care District Exclusive Benefit Governmental 401(a) Nontrusteed Retirement Plan
2. Plan Number (e.g., 001, 002, etc.): 001
3. Effective Date: *(Note: The Effective Date for a new Plan or the Restated Effective Date for a restated Plan generally cannot be earlier than the first day of the Plan Year in which this plan or restatement is adopted. If this is a restatement to comply with the Pension Protection Act of 2006 ("PPA"), the Restated Effective Date may be the first day of the current Plan Year as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)*
  - a.  This is a new Plan effective as of \_\_\_\_\_ (hereinafter "Effective Date").
  - b.  This amendment is a restatement of a previously established qualified plan which was originally effective March 28, 2000 (hereinafter "Effective Date"). The effective date of this restatement is July 1, 2015 (hereinafter "Restated Effective Date").
4. Plan Year/Limitation Year means the 12-consecutive month period (except for Short Plan Years) ending every (Check a. or b., and c., if applicable).
  - a.  December 31
  - b.  Other: June 30
  - c.  Short Plan Year commencing on \_\_\_\_\_ and ending on \_\_\_\_\_
5. Anniversary Date (annual Valuation Date):
  - a.  last day of the Plan Year
  - b.  first day of the Plan Year

**C. EMPLOYER INFORMATION.**

1. Name of Employer: Camarillo Health Care District
2. Address: 3639 E. Las Posas Road #117  
(Number and Street)  
Camarillo California 93010  
(City) (State) (Zip Code)
3. Telephone Number: (805) 388-1952
4. Employer Identification Number: 95 - 2834854

5. By signing this Adoption Agreement, the Employer represents and affirms that it is a state or local governmental entity, as defined in Code section 414(d), and is a:
- a.  K-12 educational organization
  - b.  higher educational organization
  - c.  city or county government
  - d.  state government
  - e.  other governmental entity (specify) Public Health Services

6. Employer's Fiscal Year: June 30

**D. TRUST ELECTION.**

1. All or a portion of this Plan shall be Trusteed pursuant to Article V of the Plan.
- a.  No, this Plan shall be funded exclusively with annuity contracts pursuant to Article X.
  - b.  Yes, this Plan shall have a nondiscretionary Trustee (as described in Article V).
  - c.  Yes, this Plan shall have a discretionary Trustee (as described in Article V).

**E. SERVICE.**

**1. PREDECESSOR EMPLOYER OR OTHER EMPLOYER.**

This Plan shall recognize service with a predecessor Employer or other entity.

- a.  No
- b.  Yes, service with \_\_\_\_\_ shall be recognized for purposes of (check all that apply):
  - (i)  eligibility
  - (ii)  vesting
  - (iii)  contribution accrual
  - (iv)  early retirement
  - (v)  normal retirement
  - (vi)  other: \_\_\_\_\_

**2. SERVICE CREDITING METHODS.**

If this Plan requires an annual service requirement to receive an Employer contribution as selected in Section G, the Hours of Service crediting method shall be used for this purpose, and the applicable computation period shall be the Plan Year (or Short Plan Year). The service crediting method for all other purposes shall be as follows:

**a. SERVICE CREDITING METHOD (select one)**

- (i)  Hours of Service crediting method
- (ii)  elapsed time crediting method

**b. If the Hours of Service crediting method is selected in Section E.2.a.(i) above, then the following must be completed, and shall apply to all Employees:**

**(i) Hours of Service crediting method (select one of the following):**

- (a)  actual hours
- (b)  days worked
- (c)  months worked
- (d)  other: \_\_\_\_\_

**(ii) Year of Service means the applicable computation period during which an Employee has completed (select one of the following):**

- (a)  at least \_\_\_\_\_ Hours of Service. (May not exceed 2000 hours.)
- (b)  other: \_\_\_\_\_

**c. Break in service rules (described in Plan Section 6.04(e)) will be applied under this Plan.**

- (i)  No
- (ii)  Yes

- d. If the Hours of Service Crediting Method is selected in E.2.a.(i) above, then the following computation period elections must be completed, and shall apply to all Employees (select all applicable):
- (i) If service is required for eligibility, the computation period for eligibility shall begin on the date an Employee first performs an Hour of Service and
    - (a)  each anniversary thereof.
    - (b)  shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
  - (ii) If service is required for vesting, early retirement or normal retirement, the computation period for such purposes shall begin on the date an Employee first performs an Hour of Service and:
    - (a)  each anniversary thereof.
    - (b)  shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
    - (c)  end on the last day of each Plan Year.

**F. ELIGIBILITY REQUIREMENTS; INITIAL PLAN ENTRY; PLAN ENTRY DATE.**

*NOTE: This Section F must not be completed in a manner which restricts an Employee's participation to the Plan Year in which that Employee terminates employment.*

1. EXCLUDED CLASSIFICATIONS OF EMPLOYEES shall mean all Employees of the Employer checked below. (NOTE: Any classification under "other" must be objectively determinable and free from Employer discretion, and may not identify specific individuals (other than by eligible position or title). In addition, any classification under "other" must not exclude all employees other than a closed or finite group of individuals. Exclusions shall not apply to contributions under Section G.3.b. of this Adoption Agreement.)

<u>For all purposes of the Plan (Do not check items in additional columns if this column selected):</u>	<u>For purposes of Employee nonelective (414(h) pick-up) contributions:</u>	<u>For purposes of Employer matching contributions:</u>	<u>For purposes of Social Pay contributions and Employer contributions, other than Employer matching contributions:</u>
<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions
<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid
<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried
<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees
<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens
<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees
<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)
<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.
<input checked="" type="checkbox"/> other (see limitations in "Note" above) <u>Employees not classified as Chief Executive Officer</u>	<input type="checkbox"/> other (see limitations in "Note" above) _____	<input type="checkbox"/> other (see limitations in "Note" above) _____	<input type="checkbox"/> other (see limitations in "Note" above) _____

2. CONDITIONS OF ELIGIBILITY (Plan Section 3.01).

Any Employee who is not a member of an excluded classification (Section F.1.) must satisfy the following minimum age and service requirements, if any, for participation in the Plan (other than contributions described in G.3.b.): (Check one of a. – e. May also check f., if applicable).

- a.  No age or service required.
- b.  Attainment of age \_\_\_\_\_ (not to exceed 26).
- c.  Completion of \_\_\_\_\_ (not to exceed 5) Year(s) of Service.
- d.  Completion of \_\_\_\_\_ (not to exceed 60) Month(s) of Service.

- e.  Other age or service requirement (not to exceed the parameters in b.- d. above);
- f.  FOR NEW PLANS ONLY – Regardless of any of the above age or service requirements, any Employee who was employed on the Effective Date of the Plan shall be eligible to participate in Employer contributions as of such date. (Must also elect 3.f. below.)

**3. EFFECTIVE DATE OF PARTICIPATION (Plan Section 3.02).**

An Employee who has satisfied the requirements, if any, of Section F shall become a Participant as of: (Check one of a. – e.; check f. if applicable.)

- a.  such Employee's first Hour of Service (no age or service requirements).
- b.  the first day of the first payroll period coinciding with or next following the date the eligibility requirements are satisfied.
- c.  the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which the eligibility requirements are satisfied.
- d.  the first day of the Plan Year next following the date the eligibility requirements are satisfied.
- e.  other: \_\_\_\_\_
- f.  FOR NEW PLANS ONLY – Any Employee who was employed on the Effective Date of the Plan shall become a Participant on the Effective Date of the Plan. All other Employees shall become Participants as of the date selected in 3.a. through 3.e. above. (Must also elect 2.f. above.)

**G. CONTRIBUTIONS AND FORFEITURES.**

**1. EMPLOYEE NONELECTIVE CONTRIBUTIONS (414(h) pick-up; Plan Section 4.01(c)):**

- a.  N/A. No Employee nonelective contributions are allowed.
- b.  Employee nonelective contributions in the amount of \_\_\_\_\_ (must be greater than zero if selected) percent of Compensation shall be made to the Plan.

**2. EMPLOYER MATCHING CONTRIBUTIONS:**

a. Formulas (select all that apply):

- (i)  N/A. No Employer matching contributions in this Plan.
- (ii)  A discretionary percentage of a Participant's elective deferral contributions.
- (iii)  \_\_\_\_\_% of a Participant's elective deferral contributions. Elective deferral contributions in excess of \_\_\_\_\_% of a Participant's Compensation for the year shall not be matched. (Must also complete G.2.b. below.)
- (iv)  Equals the percentage of elective deferral contributions determined under the following schedule: (Must also complete G.2.b. below.)

Years of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Elective deferral contributions in excess of \_\_\_\_\_% of a Participant's Compensation for the year shall not be matched.

- (iv)  Other: \_\_\_\_\_

- b. Employer matching contributions shall be made based on elective deferral (pre-tax) contributions to the following plan(s) of the Employer (insert name of plan(s) to which the elective deferral contributions being matched will be made):  
\_\_\_\_\_

**3. EMPLOYER CONTRIBUTIONS (other than Employer matching contributions):**

The Employer profit sharing contribution is:

- a.  **EMPLOYER CONTRIBUTIONS GENERALLY (choose all that apply): (Note: Contributions under this Section G.3.a. must be "substantial and recurring" in accordance with Treasury Regulation Sections 1.401-1(a)(3) and – 1(b)(2), and must be for the exclusive benefit of Employees or their Beneficiaries. The applicable dollar amount or percentage of Compensation in options (ii) through (v) below must be greater than zero.)**
  - (i)  A discretionary amount to be allocated to each Participant's Account in the same proportion that each such Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for such Plan Year.

- (ii)  A discretionary amount equal to \$\_\_\_\_\_ on behalf of each Participant per period indicated below:
  - (a)  calendar quarter
  - (b)  month
  - (c)  pay period
  - (d)  week
  - (e)  plan year
- (iii)  A discretionary amount equal to \$\_\_\_\_\_ per Hour of Service up to \_\_\_\_\_ hours per Plan Year.
- (iv)  A discretionary amount, equal to \_\_\_\_\_% of each Participant's Compensation for the Plan Year, or \$\_\_\_\_ on behalf of each Participant for the Plan Year. (May select either percentage of Compensation or dollar amount, but not both.)
- (v)  A discretionary amount equal to \_\_\_\_\_% of each Participant's Compensation for the Plan Year, plus \_\_\_\_\_% of such Compensation in excess of \$\_\_\_\_\_ (Must be an amount which is less than the applicable "annual compensation limit" as specified in Plan Section 1.08).
- (vi)  The Employer will make a separate discretionary contribution on behalf of each of the following classifications of Employees. Such contribution will be allocated in the following manner:
  - (a)  in the same ratio that each Participant's Compensation in that classification bears to the total Compensation of all Participants in that classification for the Plan Year.
  - (b)  in the same dollar amount for each Participant in that classification for the Plan Year.

Note: Must describe classifications by objective, determinable business criteria.

Classification 1: \_\_\_\_\_  
 Classification 2: \_\_\_\_\_  
 Classification 3: \_\_\_\_\_  
 Classification 4: \_\_\_\_\_

(vii)  Other: \_\_\_\_\_

- b.  CONTRIBUTIONS FOR PART-TIME, SEASONAL AND TEMPORARY EMPLOYEES: An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by the Employee Nonelective Contributions described in Section G.1. actually contributed to the Participant's account during such Plan Year, provided that such Contribution shall be made solely for Part-time, Seasonal, or Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Treasury Regulation Section 31.3121(b)(7)-2.
- c.  SPECIAL PAY CONTRIBUTIONS: An amount equal to the Employee's current daily rate of pay, multiplied by the Participant's number of unused accumulated Special Pay Days in excess of \_\_\_\_\_ (enter 0 if no excluded days), but not to exceed \_\_\_\_\_ days (enter N/A if no upper limit).

Special Pay contributions shall be made with respect to:

- (i)  accumulated Vacation Pay Days
- (ii)  accumulated Sick Leave Days
- (iii)  both accumulated Vacation Pay and accumulated Sick Leave Days

Such contributions shall be made for a Plan Year:

- (i)  for any Employee who is terminating employment during such Plan Year and who has accumulated Special Pay Days described in this Section G.3.c.
- (ii)  for any active or terminating Employee with accumulated Special Pay Days described in this Section G.3.c.

4. HOURS REQUIRED TO SHARE IN ALLOCATION: An active Participant must work a specified number of Hours of Service in order to share in:

a. Employer matching contributions.

- (i)  No minimum number of hours is required.
- (ii)  Yes, a Participant must work a minimum of \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours. This option not available if matching contributions are remitted to the Plan each pay period.)

b. Employer contributions described in Section G.3.a.

- (i)  No minimum number of hours is required.
- (ii)  Yes, a Participant must work a minimum of \_\_\_\_\_ Hours of Service during the Plan Year. (May not exceed 2000 hours. This option not available if Special Pay contributions are elected in Section G.3.c. This option also not available if Employer contributions are remitted to the Plan each pay period, or if an allocation period other than the Plan Year is selected in Section G.3.a.(ii).)



5. **FORFEITURES (Plan Section 4.03(e)):**

Forfeitures of Employer contributions under Sections G.2. and G.3.a. shall be:

- a.  N/A. Employer contributions are 100% Vested.
- b.  used to reduce future Employer contributions under this Plan.
- c.  allocated to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for the year.
- d.  Other (must require use/exhaustion of forfeitures as soon as administratively feasible):

6. **CONTRIBUTIONS AND FORFEITURES ALLOCATED TO TERMINATED PARTICIPANTS (Plan Section 4.03(e)):**

For contributions described in Section G.2. only, a Terminated Participant shall share in the allocation of Employer matching contributions and forfeitures for the Plan Year as follows:

- a.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation.
- b.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.)
- d.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.)
- e.  A Participant is not required to be employed on the last day of the Plan Year or work a minimum number of hours in order to share in the allocation.

For contributions described in Section G.3.a. only, a Terminated Participant shall share in the allocation of Employer contributions (other than Employer matching contributions) for the Plan Year or other allocation period as follows. Notwithstanding the period selected in Section G.3.a.(i), forfeitures shall be allocated based on the Plan Year.

- a.  A Participant must be employed on the last day of such Plan Year (or other applicable period as selected in Section G.3.a.(i)) to share in the allocation of Employer contributions.
- b.  A Participant must be employed on the last day of the Plan Year (or other allocation period as selected in Section G.3.a.(ii)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement. Notwithstanding the period selected in Section G.3.a.(ii), forfeitures shall be allocated to any Participant employed on the last day of the Plan Year, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c.  A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i)) in order to share in the allocation, unless such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(i) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only.
- d.  A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(ii)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(ii) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only.
- e.  A Participant is not required to be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(ii)) or work a minimum number of hours in order to share in the allocation.

7. **FROZEN PLAN:**

- a.  N/A. Plan is not frozen.
- b.  This Plan is a frozen plan effective \_\_\_\_\_. No contributions will be made to the Plan with respect to any period following the stated date.

8. **CONTINUED BENEFIT ACCRUALS FOR PARTICIPANTS ON MILITARY LEAVE (Plan Section 12.02). Continued benefit accruals for the HEART Act will not apply unless elected below:**

- a.  The provisions of Plan Section 12.02 apply effective as of: (select one)
  - (i)  the first day of the 2007 Plan Year
  - (ii)  \_\_\_\_\_ (may not be earlier than first day of the 2007 Plan Year)

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

(iii)  \_\_\_\_\_

## H. COMPENSATION.

### 1. COMPENSATION with respect to any Participant means:

- a.  Wages, tips and other Compensation on Form W-2.
- b.  415 safe-harbor compensation.
- c.  Code section 3401 wages (wages for Federal income tax withholding).

However, Compensation shall exclude:

- (i)  N/A. No exclusions
- (ii)  overtime
- (iii)  bonuses
- (iv)  commissions
- (v)  shift differential pay
- (vi)  other \_\_\_\_\_

(Must be objectively determinable and applied in a uniform, nondiscriminatory basis, e.g., taxable reimbursements or other fringe benefits.)

### 2. Compensation shall be based on:

- a.  the Plan Year.
- b.  the Fiscal Year ending with or within the Plan Year.
- c.  the calendar year ending with or within the Plan Year.

### 3. However, for an Employee's first year of participation, Compensation shall be recognized as of:

- a.  the first day of the period selected in 2. above.
- b.  the Participant's Effective Date of Participation (Section F.3.).

### 4. In addition, Compensation shall include compensation that is not currently includible in the Participant's gross income (salary reduction amounts) by reason of the application of Code Sections 125, 402(g)(3) or 457, and 132(f)(4).

- a.  Yes
  - (i)  Code Section 125 elective deferrals will include deemed Code Section 125 compensation.
  - (ii)  Code Section 125 elective deferrals will not include deemed Code Section 125 compensation.

- b.  No

### 5. Compensation for purposes of calculating contributions to the Plan will be determined:

- a.  on an annual basis.
- b.  on a payroll period basis (must also check (i) or (ii) below).
  - (i)  Contributions will be adjusted, if necessary, to meet the Plan formula on an annual basis.
  - (ii)  Contributions will not be adjusted to meet the Plan formula on an annual basis.

### 6. Differential wage payments (as described in Plan Section 12.03) will be treated, for Plan Years beginning after December 31, 2008, as Compensation for all Plan benefit purposes unless a. is elected below:

- a.  In lieu of the above default provision, the Employer elects the following (select all that apply):
  - (i)  The inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
  - (ii)  The inclusion only applies to Compensation for purposes of Employee nonelective contributions.
  - (iii)  Differential wage payments shall not be treated as Compensation for purposes of any Plan benefit accruals.

### 7. Compensation paid after severance from employment (Plan Section 4.04). Note: The Employer only needs to complete Section H.7.b. in order to override the default provisions set forth in H.7.a., below. If the Plan will use all of the default provisions, then Section H.7.b. should be skipped.

- a. Default provisions. Unless the Employer elects otherwise in Section H.7.b. below, the following defaults will apply:
  - (i) The provisions of the Plan setting forth the definition of compensation for purposes of Code § 415 (hereinafter referred to as "415 Compensation") shall be modified (with respect to amounts paid after Severance from Employment) by (1) including payments for unused sick, vacation or other leave and payments from nonqualified unfunded deferred compensation plans (Plan Section 4.04(d)(2)(ii)), (2) excluding salary continuation payments for participants on military leave (Plan Section 4.04(d)(2)(iii)), and (3) excluding salary continuation payments for disabled participants (Plan Section 4.04(d)(2)(iv)).
  - (ii) The "first few weeks rule" does not apply for purposes of 415 Compensation (Plan Section 4.04(d)(2)).





2. In determining Years of Service or Periods of Service for vesting purposes, the following service shall be EXCLUDED:

- a.  N/A. All Years of Service or Periods of Service shall be counted.
- b.  Service prior to the Effective Date of the Plan or a predecessor plan.
- c.  Service prior to the time an Employee attained age 18.

3. Vesting Upon Death

- a.  100% vesting, or
- b.  apply vesting schedule

4. Vesting Upon Disability

- a.  100% vesting, or
- b.  apply vesting schedule

**K. NORMAL RETIREMENT AGE; EARLY RETIREMENT AGE.**

1. NORMAL RETIREMENT AGE ("NRA") means:

- a.  attainment of age 65 (not to exceed 65).
- b.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- c.  other: \_\_\_\_\_

2. EARLY RETIREMENT AGE ("ERA") means:

- a.  no early retirement provision.
- b.  attainment of age \_\_\_\_\_ (not to exceed 65).
- c.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- d.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or completion of \_\_\_\_\_ (not to exceed 10) Years of Service or \_\_\_\_\_ (not to exceed 120) Months of Service.
- e.  other: \_\_\_\_\_

**L. IN-SERVICE DISTRIBUTIONS (Plan Section 6.10)**

- 1.  Except as provided in Sections I or M, no distribution may be made prior to termination of employment. (must be selected for plans that select G.3.b.)
- 2.  Distributions may be made, at the Participant's election, from any accounts that are 100% Vested without requiring the Participant to terminate employment, provided the following condition(s) has been satisfied (must select at least one):
  - a.  the Participant has attained age \_\_\_\_\_.
  - b.  the amount distributed has accumulated for at least two (2) Plan Years.
  - c.  the Participant has participated in the Plan for at least five (5) Plan Years.

**M. HARDSHIP DISTRIBUTIONS (Plan Section 6.11)**

- 1. Hardship distributions may be made from any accounts that are 100% Vested:
  - a.  No (must be selected for plans that select G.3.b.)
  - b.  Yes (must also complete item 2. below)
- 2. Hardship distributions for expenses of Beneficiaries will be allowed effective as of August 17, 2006, unless a. or b. is elected below (applies only to plans that allow hardship distributions):
  - a.  Hardship distributions for Beneficiary expenses are allowed effective as of \_\_\_\_\_ (may not be earlier than August 17, 2006).
  - b.  Hardship distributions for Beneficiary expenses are not allowed.

**N. DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT (Plan Section 6.04(a)). Distributions upon termination of employment shall not be made unless the following conditions have been satisfied:**

- 1.  N/A. Immediate distributions may be made at Participant's election.
- 2.  The Participant has incurred \_\_\_\_\_ (not to exceed five (5)) 1-Year Break(s) in Service.
- 3.  The Participant has reached Early or Normal Retirement Age.
- 4.  Distributions may be made at the Participant's election on or after the Anniversary Date following termination of employment.

**O. RESTRICTIONS ON FORM OF DISTRIBUTIONS (Plan Sections 6.05 and 6.06). If the Employer has designated one or more annuity contracts as eligible investments under the Plan, distributions under the Plan may be made in the form of an annuity. In all cases, distributions under the Plan may be made:**

- 1.  in lump sums.
- 2.  in lump sums or installments.

**P. INVOLUNTARY DISTRIBUTIONS**

An immediate distribution of a terminated Participant's Vested interest in the Plan may be made without the consent of the Participant. Note: If the Employer elects 3. or 4., below, the Employer must select an IRA provider for automatic rollovers. See Plan Section 6.05(b).

1.  No.
2.  Yes, but only if the distribution does not exceed \$1,000.
3.  Yes, but only if the Participant's Vested interest does not exceed the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution. For purposes of determining whether the Participant's Vested interest exceeds the cash-out limit, rollover contributions shall be (must select a. or b. below):
  - a.  excluded
  - b.  included
4.  Yes, regardless of the amount. Note: If any portion of the Participant's Vested interest is attributable to contributions for Part-time, Seasonal or Temporary Employees under Section G.3.b., distribution may not be made without the Participant's consent if the Participant's Vested interest is greater than the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution.
5.  Other: \_\_\_\_\_

**Q. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(g)).** Non-spousal rollovers are allowed after December 31, 2006 unless 1. or 2. is elected below (Plan Section 6.14(g) provides that such distributions are always allowed after December 31, 2009):

1.  Non-spousal rollovers are not allowed prior to January 1, 2010.
2.  Non-spousal rollovers are allowed effective \_\_\_\_\_ (not earlier than January 1, 2007 and not later than December 31, 2009).

**R. IN-SERVICE DISTRIBUTIONS OF TRANSFERRED MONEY PURCHASE ASSETS (Plan Section 6.10).** In-service distributions (of amounts transferred to this Plan from a money purchase pension plan) will not be allowed unless 1. is elected below:

1.  In-service distributions (of amounts transferred to this Plan from a money purchase pension plan) will be allowed for Participants at age \_\_\_\_ (cannot be less than 62) effective as of the first day of the 2007 Plan Year unless another date is elected below:
  - a.  \_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

AND, the following limitations apply to such in-service distributions:

- b.  The Plan already provides for in-service and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions of amounts transferred from a money purchase plan.
- c.  N/A. No limitations.
- d.  The following elections apply to in-service distributions of transferred money purchase assets (select all that apply):
  - (i)  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
  - (ii)  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - (iii)  Distributions may only be made from accounts that are fully Vested.
  - (iv)  In-service distributions may be made subject to the following provisions:  
\_\_\_\_\_ (must be definitely determinable and not subject to discretion).

**S. QUALIFIED RESERVIST DISTRIBUTIONS (Plan Section 6.12).** Qualified Reservist Distributions will not be allowed unless 1. is elected below:

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

**T. DISTRIBUTIONS FOR "DEEMED" SEVERANCE OF EMPLOYMENT OF PARTICIPANT ON MILITARY LEAVE (Plan Section 12.04).** The Plan does not permit distributions pursuant to Plan Section 12.04 unless otherwise elected below:

1.  The Plan permits such distributions, effective January 1, 2007.
2.  The Plan permits such distributions effective as of \_\_\_\_\_ (may not be earlier than January 1, 2007).

**U. WRERA (RMD WAIVERS FOR 2009) (Plan Section 6.16).** The provisions of Plan Section 6.16(a) apply (RMDs continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas RMDs are suspended for all other Participants and Beneficiaries) unless otherwise elected below:

1.  The provisions of Plan Section 6.16(b) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
2.  The provisions of Plan Section 6.16(c) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).
3.  Other: \_\_\_\_\_

For purposes of Plan Section 6.16, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):

- 4.  2009 RMDs (as defined in Section 6.16(a) of the Plan) and installment payments that include 2009 RMDs.
- 5.  2009 RMDs (as defined in Section 6.16(a) of the Plan) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

**V. LOANS TO PARTICIPANTS (Plan Section 11.01)**

Loans to Participants shall be made:

- 1.  No (must be selected for plans that select G.3.b.)
- 2.  Yes, for any reason
- 3.  Yes, but only on account of hardship or financial need

**W. DIRECTED INVESTMENT ACCOUNTS (Plan Section 4.09) are permitted for the interest in any one or more accounts:**

- 1.  Yes, but subject to the following restrictions:
  - a.  No restrictions apply.
  - b.  Only if accounts are 100% vested.
- 2.  No
- 3.  Other: \_\_\_\_\_

**X. DOMESTIC RELATIONS ORDERS (Plan Section 6.13). Distributions to an "alternate payee" may be made prior to the time when the Participant is entitled to a distribution under the terms of the Plan:**

- 1.  No
- 2.  Yes

**Y. TOTAL AND PERMANENT DISABILITY (Plan Section 1.45). Total and Permanent Disability will be determined based on the definition in Section 1.45 of the Plan unless an alternate definition is elected and described below:**

- 1.  Alternate definition: \_\_\_\_\_

**RESTRICTIONS ON USE OF ADOPTION AGREEMENT:** This Adoption Agreement may be used solely in conjunction with the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the Basic Plan Document). The Adoption Agreement and the Basic Plan Document together constitute the "volume submitter document" that is being adopted by the Employer.

**APPROVAL BY VOLUME SUBMITTER PRACTITIONER REQUIRED:** This volume submitter specimen document may be adopted only with the approval of the Volume Submitter Practitioner identified in Section A above. However, the adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors. The Volume Submitter Practitioner will inform the adopting Employer of any amendments made to the volume submitter document, or of the discontinuance or abandonment of the volume submitter document.

**RELIANCE ON VOLUME SUBMITTER PLAN:** The adopting Employer may rely on an advisory letter issued to the Volume Submitter Practitioner by the Internal Revenue Service as evidence that the plan is qualified under Code Section 401 only if (1) the Employer's plan is identical to a volume submitter specimen plan with a currently valid favorable advisory letter, (2) the Employer has chosen only options permitted under the Adoption Agreement portion of the specimen document, (3) the Employer has followed the terms of the plan, and (4) all other conditions of section 19 of Revenue Procedure 2011-49 have been satisfied.

The Employer may not rely on an advisory letter in certain circumstances or with respect to certain qualification requirements as described in section 19 of Revenue Procedure 2011-49. For example, the Employer may not rely on an advisory letter with respect to the requirements of Section 415 if the Employer maintains or has ever maintained another plan covering some of the same participants. In those circumstances where an Employer is not permitted to rely on an advisory letter issued to the Volume Submitter Practitioner, either generally or with respect to a particular qualification requirement, the Employer may choose to apply to the Internal Revenue Service for a determination letter.

**CAUTION:** This volume submitter document has been designed for use solely by Employers that are state or local governmental entities. As such, it is designed solely for "governmental plans" that are exempt from Title I of ERISA and certain provisions of the Internal Revenue Code that otherwise apply to qualified plans. However, there may be restrictions under state or local law on a governmental Employer's right to establish its own qualified plan (or on the types of provisions that may be included in such plan). The Employer should consult with legal counsel to verify that the establishment of this plan (or the specific provisions elected in this Adoption Agreement) are not contrary to existing state law. Neither the Volume Submitter Practitioner nor its employees or representatives are authorized to provide legal or tax advice to the Employer or its employees or representatives. Failure to properly complete this Adoption Agreement may result in disqualification of the plan.

**Appendix A**

**Special Effective Dates**

*Pursuant to Section 7.01(a) of the Basic Plan Document, the Employer may specify or change the effective date of one or more provisions of the Adoption Agreement by completing this Appendix A. The Employer may wish to specify one or more special effective dates if, for example, (i) certain Plan provisions will not be effective until a later date, or (ii) the Plan is being restated for the Pension Protection Act of 2006 (retroactive to the first day of the current Plan Year), and special effective dates are needed to reflect discretionary amendments to the Plan since the beginning of the Plan Year. However, no special effective date may be earlier than the Effective Date (or the Restated Effective Date, in the case of a restatement) of the Plan, and no special effective date shall result in the delay of a Plan provision beyond the permissible effective date under any applicable law. For periods prior to the special effective date(s) specified below, the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions.*

**SPECIAL EFFECTIVE DATES.** The following special effective dates apply: (select a. or all that apply)

- a.  **N/A.** The Employer is not electing any special effective dates.
- b.  **Eligibility Requirements.** The Eligibility and/or Entry Date provisions in Section F. are effective: \_\_\_\_\_
- c.  **Contributions and Forfeitures.** The Contribution and/or Forfeiture provisions in Section G. are effective: \_\_\_\_\_
- d.  **Compensation.** The Compensation provisions in Section H. are effective: \_\_\_\_\_
- e.  **Vesting.** The Vesting provisions in Section J. are effective: \_\_\_\_\_
- f.  **Other special effective date(s):** \_\_\_\_\_

**PARTICIPATION AGREEMENT**

**[X]** Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: \_\_\_\_\_.

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: (Choose one of (a) or (b))

- a.  The adoption of a new plan by the Participating Employer.
- b.  The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: \_\_\_\_\_ and having an original effective date of: \_\_\_\_\_.

3. **PREDECESSOR EMPLOYER SERVICE.** In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: (Choose one or more of (a) through (e) as applicable)

- a.  Eligibility.
- b.  Vesting.
- c.  Contribution Accrual.
- d.  Early Retirement Age.
- e.  Normal Retirement Age.

Name of Plan: \_\_\_\_\_

Name of Participating Employer: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Participating Employer's EIN: \_\_\_\_\_

Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.

Name of Signatory Employer: \_\_\_\_\_

Name(s) of Trustee: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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


*[Note: Each Participating Employer must execute a separate Participation Agreement.]*

Signed this 8<sup>th</sup> day of December, 2015


Name of Employer: Camarillo Health Care District

Signed:   
Kara Ralston, Chief Executive Officer

Name of Trustee: Rodger Brown

Signed:   
Rodger Brown, President  
Camarillo Health Care District

Name of Co-Trustee: Christopher Loh

Signed:   
Christopher Loh, Vice President  
Camarillo Health Care District

Mailing Address of Trustee(s)\*:

Camarillo Health Care District  
3639 E Las Posas Road, Suite 117  
Camarillo, CA 93010

Approval of Volume Submitter Practitioner: The Employer's adoption of this volume submitter document is approved by the Volume Submitter Practitioner, VALIC Retirement Services Company.

By: 

Name: Brenda Bradley

Title: Director

Date: 02/03/2016

Received  
2/3/2016  
Plan Document Team

**This page intentionally left blank.**





**SECTION 9**

**ITEMS FOR BOARD ACTION**

**SECTION 9-F**

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND  
ACTION ON RESOLUTION 21-10, AUTHORIZING REMOTE TELECONFERENCE  
MEETINGS OF THE BOARD OF DIRECTORS FOR A 30-DAY PERIOD  
COMMENCING OCTOBER 1, 2021.**

**SEPTEMBER 28, 2021**

## RESOLUTION NO. 21-10

### AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS FOR A 30-DAY PERIOD

Resolution of the Board of Directors  
Camarillo Health Care District  
Ventura County, California

---

**WHEREAS**, the Camarillo Health Care District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the Camarillo Health Care District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's Board conduct its business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, such conditions now exist in the District, specifically, the Governor proclaimed a State of Emergency on March 4, 2020 due to COVID-19; and

**WHEREAS**, on June 11, 2021, the State Public Health Officer ordered all individuals to follow the state guidance on face coverings and its website recommends physical distancing; and

**WHEREAS**, on September 17, 2021, the Ventura County Health Officer issued an order extending through October 19, 2021, the requirement for all individuals in the county to wear face coverings in all indoor public settings and its website recommends physical distancing; and

**WHEREAS**, as a consequence of the state of emergency and the state and local public health guidance, the Board of Directors does hereby find that the Camarillo Health Care District shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, members of the public will be able to participate remotely through the digital means listed on the meeting agenda.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**SECTION 2. Remote Teleconference Meetings.** The Chief Executive Officer is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**SECTION 3. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**SECTION 4: Certification.** The Clerk of the Board shall certify to the passage and adoption of this Resolution and cause it to be maintained in the records of the District.

**ADOPTED, SIGNED, AND APPROVED** this 28th day of September 2021.

\_\_\_\_\_  
Christopher Loh, President  
Board of Directors  
Camarillo Health Care District

Attest: \_\_\_\_\_  
Richard Loft, Clerk of the Board  
Board of Directors  
Camarillo Health Care District

STATE OF CALIFORNIA )

COUNTY OF VENTURA ) ss

I, Richard Loft, Clerk of the Board of Directors of the Camarillo Health Care District

DO HEREBY CERTIFY that the foregoing Resolution No. 21-10 was duly adopted by the Board of Directors of said District at a Regular Meeting held on the 28th day of September 2021 by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Richard Loft, Clerk of the Board  
Board of Directors  
Camarillo Health Care District



**SECTION 10**

**CHIEF EXECUTIVE OFFICER REPORT**

**SEPTEMBER 28, 2021**

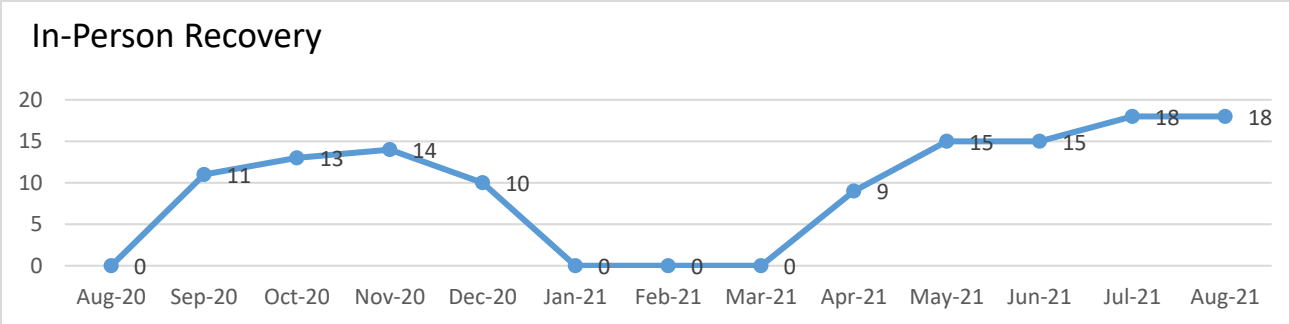
# MEMORANDUM

**DATE:** August 31, 2021  
**TO:** Kara Ralston, Chief Executive Officer  
**FROM:** Mary Ann Ratto, Adult Day Center Director  
**SUBJECT:** *August 2021 Monthly Report*

## PROGRAM DESCRIPTION

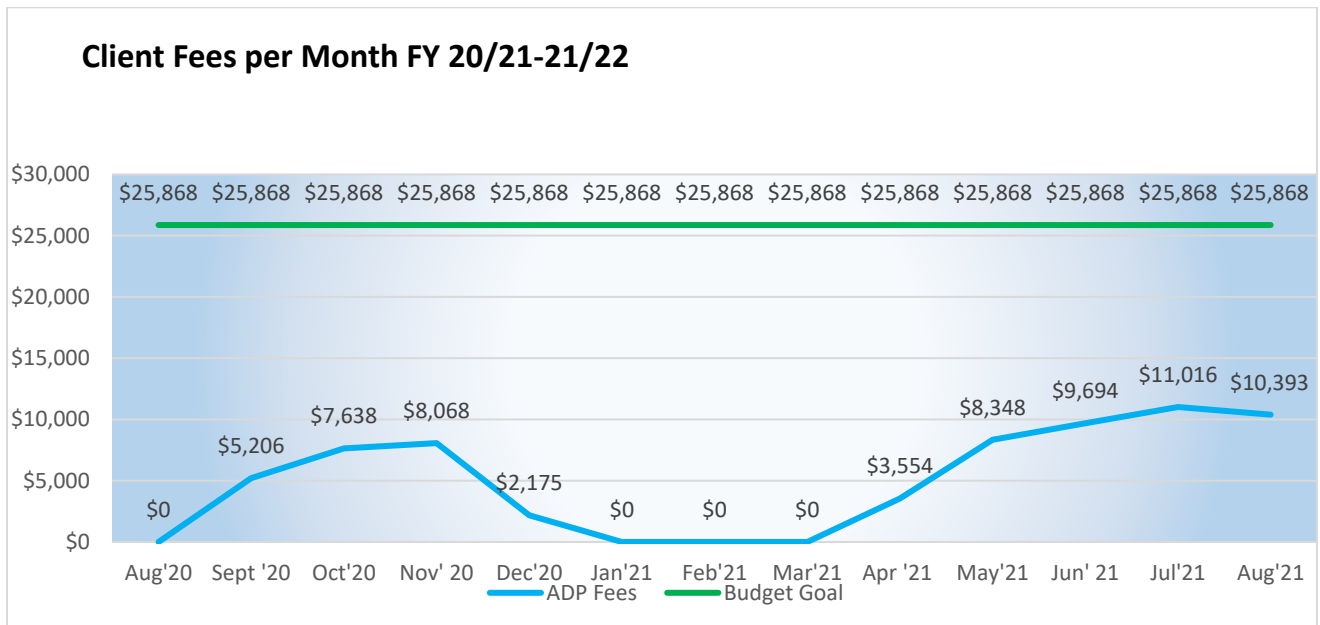
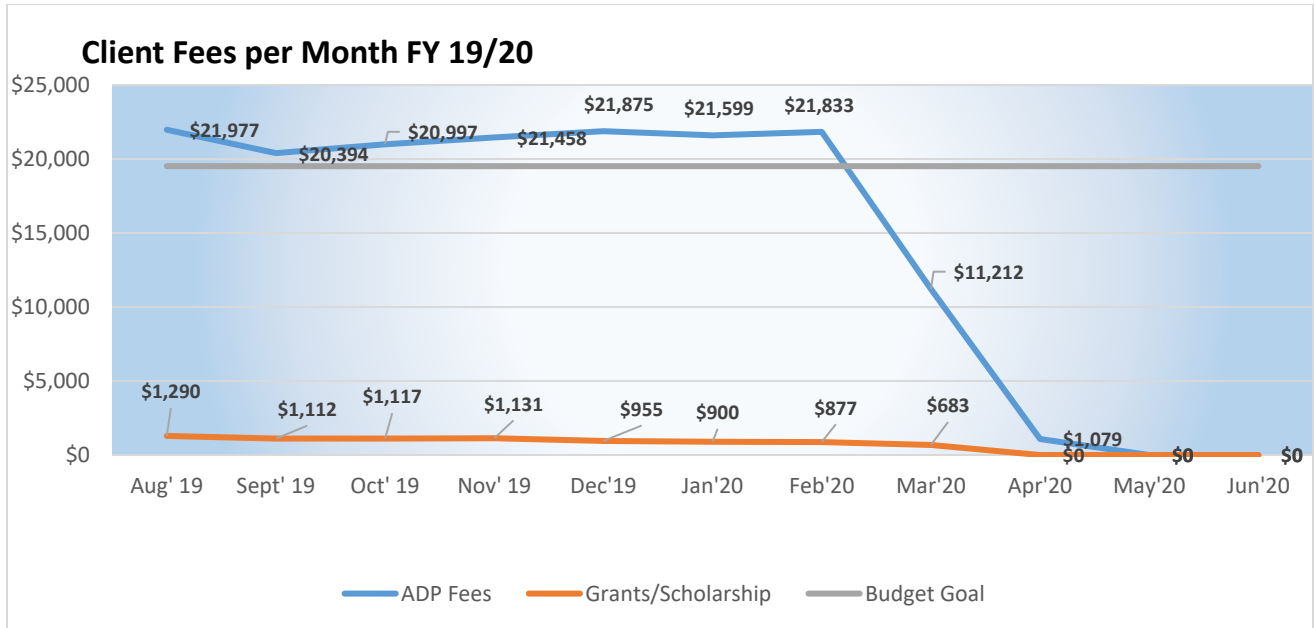
For the past 38 years (since 1983), Camarillo Health Care District has operated a state-licensed Adult Day Center for adults (age 18 and over) with cognitive impairment and other special needs. With intentional thoughts, the Adult Day Center provides a compassionate and dynamic environment where persons with functional and cognitive disabilities can participate in meaningful activities, allowing them to remain as independent as possible with dignity, respect, and honor. Participants enjoy a variety of scheduled activities modified and designed to promote self-esteem, endurance, and engagement. Customized schedules are available full day, half day, multiple or single days in a week, with transportation options.

*The following charts reflect the recovery efforts for re-opening. Operating under capacity restrictions, with full and afternoon half day offering at 6:1 ratio. Following 4 months of reopening plus the first week of September an exciting trend is showing: already at 47.5% accomplished license capacity of 40. Additional new enrollees expected to begin during September.*

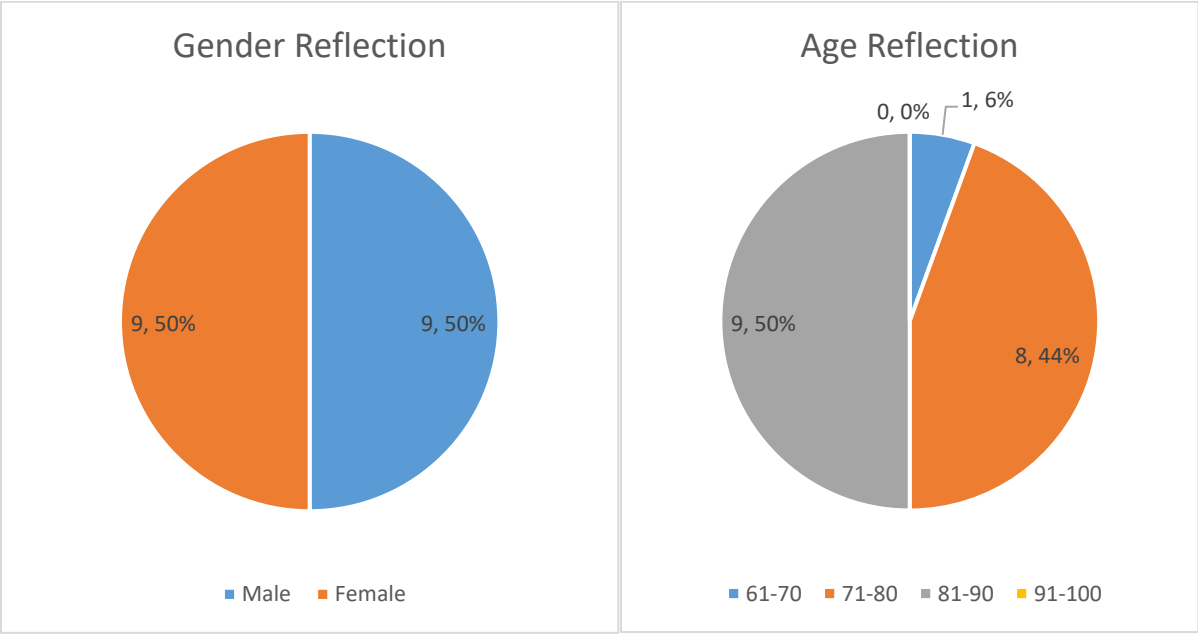


	August 2021	September 2021
<b>Enrollment at start of new month</b>	19	17
<b>New Enrollment</b>	2	1
<b>Leave of Absence (LOA)</b>	2	0
<b>Disenrollment</b>	3 2 from LOA column	2
<b>Total Enrollment at close of month</b>	18	

The following revenue charts reflect the success of the ADC, prior to the March 13, 2020 temporary suspension and the recovery efforts since reopening the ADC from September 8, 2020 through December 4, 2020 and April 19, 2021.







Total Clients: 18  
 Current average age: 80  
 Current oldest: 90 (fe)  
 Current youngest: 67 (ma)

## MEMORANDUM

**Date:** Sept 1, 2021  
**To:** Kara Ralston, CEO  
**From:** Lynn Jones, Community Outreach Manager (COM)  
**Subject:** August 2021 Board Report

### Program Description

Lifeline is an easy-to-use, in-home personal response service to ensure rapid response and assistance whenever needed...24 hours a day, 365 days a year.

### Program Overview

- 2 units were installed
- 11 units were removed
- 315 total Lifeline subscribers

Description	August 2021	July 2021	Monthly Variance	August 2020	Yearly Variance	Fiscal YTD
Total Subscribers	315	323	-8	406	-91	315
Total Units Removed with extra buttons (including transfers out to SSI programs)	11	7	+4	10 (one is a snowbird)	+1	18
Total Number of Installations with extra buttons	2	4	-2	4	-2	6
Net Installations	-8	-3	-5	-7	-1	-11
In District/Out of District	2/0	3/1	-1/-1	1/3	+1/-3	5/1

### Deactivations in August totaled 11 Clients

The average length of stay for those deactivating in August was 4 years. The national average is 2 years and 7 months.

### Lifeline Operational Calls

In total, including other miscellaneous activity, Lifeline Central answered or responded to 201 calls from District subscribers in August.

	August 2021	July 2021	Monthly Variance	August 2020	Yearly Variance	Fiscal YTD
Accidental Button Pushes (No EMS called)	74	92	-18	100	-26	166
Client Tests Performed	87	93	-6	131	-44	180
Incidents	23	19	+4	26	-3	42
Service Calls	13	11	+2	10	+3	24
Welcome/Information Calls	4	4	0	4	0	8
<b>Total</b>	201	219	-18	271	-70	420

**Detailed Incident Report:** In August, Lifeline reported 23 calls for help from CHCD subscribers. Out of the 23 calls, only 3 were transported to a local hospital which represented 13% of button-help calls. EMS was called to the scene for a total of 21 times for the month of August representing about 91% of all incidents. Overall, falls were the number one reason (34%) for needing assistance.

## August 2021 Report

**Date:** September 15, 2021  
**To:** Kara Ralston, CEO  
**From:** Blair Barker, Care Services Director  
 Mayra Tapia, Senior Nutrition Coordinator; Juliann Do, Resource Specialist  
**Monthly Program Report: August 2021**

The Senior Nutrition Program (SNP) provides supplemental nutrition for residents age 60 and over at either the congregate meal site or by home delivery, to enhance physical, mental and emotional well-being.

**Home Delivered Meals (HDM)** are delivered to homebound seniors who are unable to procure or prepare their own meals, and include fresh fruit and vegetables, dairy and grain products as supervised by VCAAA registered dietician. Up to 5 meals/week are delivered in a bundle once each week. **During COVID-19 restrictions, clients include seniors not normally home-bound, and non-senior disabled who are abiding by Stay-at-Home orders. As of August 11, 2021, all recipients may now only receive up to 5 meals/week, with some exceptions made (low-income, high nutrition risk, no other means to obtain food, etc.) (which is why the total meal count for this month decreased from previous month).**

**Congregate Meals (aka Apple-A-Day Café)** are normally served at the District congregate (Cong) site on the third Thursday of each month. **During COVID-19 restrictions,** congregate clients may instead choose to pick up a frozen meal at the District once a month.

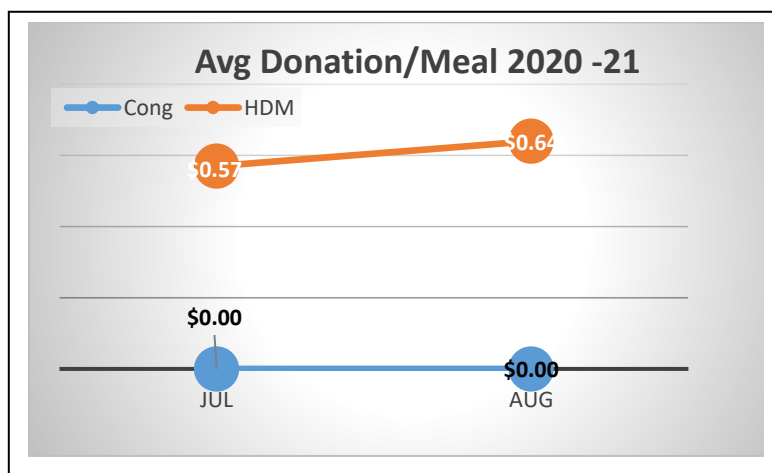
*The SNP is also partially funded by the Older Americans Act, through the Ventura County Area Agency on Aging (VCAAA), VCAAA Foundation, the City of Camarillo, and an in-kind partnership with Pleasant Valley Recreation & Parks District. There is no charge per funding agreement but a \$3.00 per meal donation by attendees is suggested as required by the VCAAA.*

### At-a-Glance

	August 2021	Unduplicated Clients FYTD
<b>New HDM clients</b>	23 -13 disenroll 10 net gain	252 *
<b>New Cong. clients</b>	0	0**

\*includes HDM Clients currently on hold as well as 2 non- seniors funded by VCAAA Foundation.

\*\*Due to COVID19, Cong clients shifted to HDM



## Program History

The District began administrating the operational arm of the Senior Nutrition Program in April 2005, under grant funding from the Ventura County Area Agency on Aging (VCAAA). In FY 2006/07, the City of Camarillo approved funding support for the Home Delivered portion of the Senior Nutrition. VCAAA manages the food procurement part of the program, while the District provides the operational and logistical support of implementation. Since the District's participation in this program, more than 3,000 people have received more than 460,000 meals, averaging over 29,000 meals/year.

TOTAL MEALS SERVED (cumulative)		VCAAA Funding	VCAAA meals allowed	% program split	City Funding (HDM only)	City CBDG CV3 Funding (HDM only)
Program began April 1, 2005		\$27,602				
Total meals served FY 2005-2006	34,382	\$52,099				
Total meals served FY 2006-2007	28,234	\$84,468			\$32,000	
Total meals served FY 2007-2008	27,332	\$79,978			\$32,000	
Total meals served FY 2008-2009	26,168	\$82,424			\$35,000	
Total meals served FY 2009-2010	27,132	\$82,259			\$37,000	
Total meals served FY 2010-2011	22,598	\$84,166	25,700	62% HDM 38% Cong	\$37,000	
Total meals served FY 2011-2012	15,936	\$69,536	23,710	62% HDM 38% Cong	\$37,000	
Total meals served FY 2012-2013	12,941	\$60,800	20,075	96% HDM 4% Cong	\$37,000	
Total meals served FY 2013-2014	19,452	\$52,572	18,600	97% HDM 3% Cong	\$37,000	
Total meals served FY 2014-2015- (HDM+C)	23,036	\$52,572	20,460	97% HDM 3% Cong	\$37,000	
Total meals served FY 2015-2016 (HDM+C)	22,799	\$55,942	20,460	97% HDM 3% Cong	\$37,000	
Total meals served FY 2016-2017 (HDM+C+ ARCH)	23,148	\$69,660	22,320	93%HDM 7% Cong	\$37,000	
Total meals served FY 2017-2018 (HDM+C+ARCH)	25,396	\$69,375	22,500	97%HDM 3% Cong	\$37,000	
Total meals served FY 2018-2019 (HDM+C)	29,883	\$73,750	24,000	98% HDM 2% Cong	\$37,000	
Total meals served FY 2019-2020 (HDM+C)	39,719	\$84,375	27,500	96%HDM 4% Cong	\$37,000 + \$7500	
Total meals served July 2020- June 2021 (HDM+Cong.)	77,228	\$96,058	30,250	96%HDM 4% Cong	\$37,000	
<b>FYTD Total meals served July 2021- August 2021 (HDM+Cong.)</b>	<b>10,388*</b>	<b>\$96,058</b>	<b>30,250</b>	<b>96% HDM 4% Cong</b>	<b>\$37,000</b>	<b>\$50,000</b>
<b>TOTAL cumulative meals served since program inception; all-meal types; commenced April 2005</b>	<b>465,772</b>					

\*includes meals for (2) <60 disabled clients funded by the VCAAA Foundation

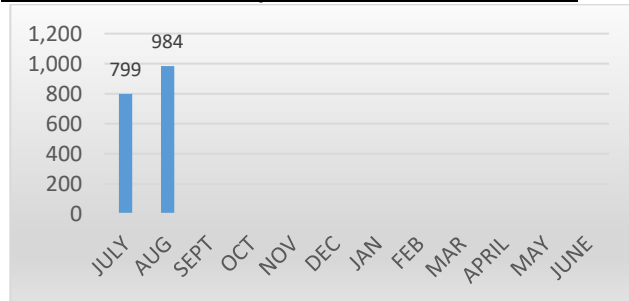
## HDM Referral Sources

Referral Source August 2021	HDM	Cong
Friend/Neighbor/Family	11	2
Former Congregate Client	0	0
Website/Online Search	2	0
Healthy Attitudes magazine	0	0
Social Worker/APS Referral	4	0
Doctor office/Hospital	0	0
VCAAA referral	0	0
Previous Client	4	0
Internal District referral	0	0
Casa del Norte Mobile Home Park Manager referral	0	0
Walk-in	0	0
District Produce Day	0	0
Hospice	0	0
OASIS Catholic charities	0	0
<b>TOTAL</b>	<b>21</b>	<b>2</b>

## HDM Cancellations

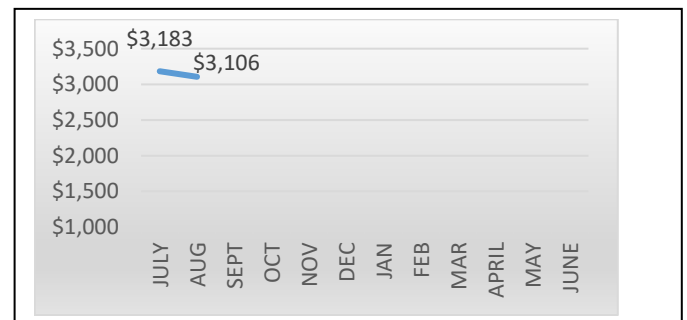
Reason Stated	August 2021
Dislikes the food/Not what was expected	5
Family/Caregiver now providing meals	0
Moved in with Family	0
Moved into Care Facility	0
Moved to alternate Program	0
No longer desires services	6
No longer meets criteria	0
No longer needs service	0
Health has improved-able to cook	0
Dietary restrictions	0
Relocation out of service area	1
Deceased	1
On hold for extended time	13

### HDM: Clients Served per Month 2021-22



\*client count is duplicated count as clients receive meals each week

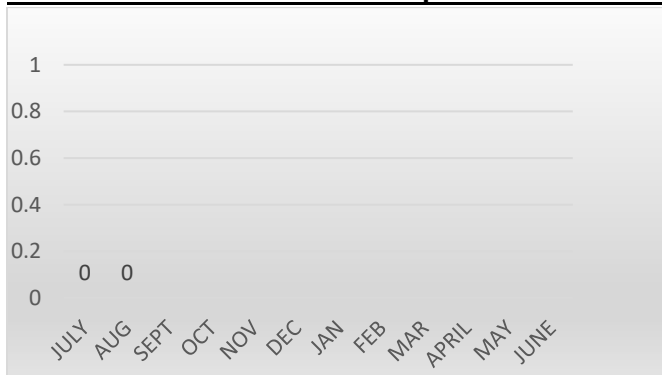
### HDM: Donations Rec'd per Month 2021-22



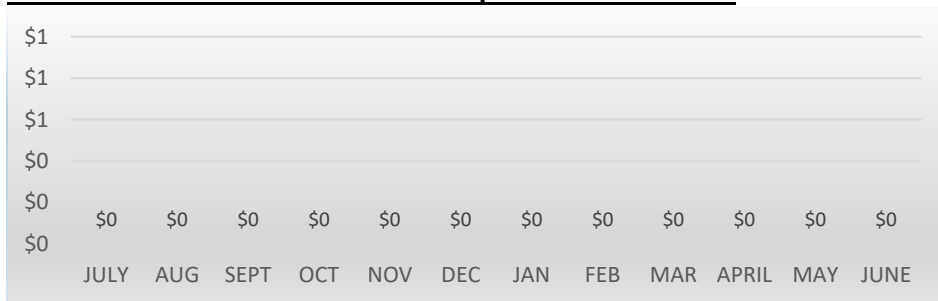
### HDM: Total Meals Provided per Month 2021-22



**CONGREGATE: Meals Provided per Month 2021-22**



**CONGREGATE: Donations Received per Month 2021-22**



*\*\*Congregate remains as a frozen pick-up option due to COVID-19 restrictions. For July 2021, there were no clients who opted for a pickup. Many past congregare clients are currently being served under the HDM program.*

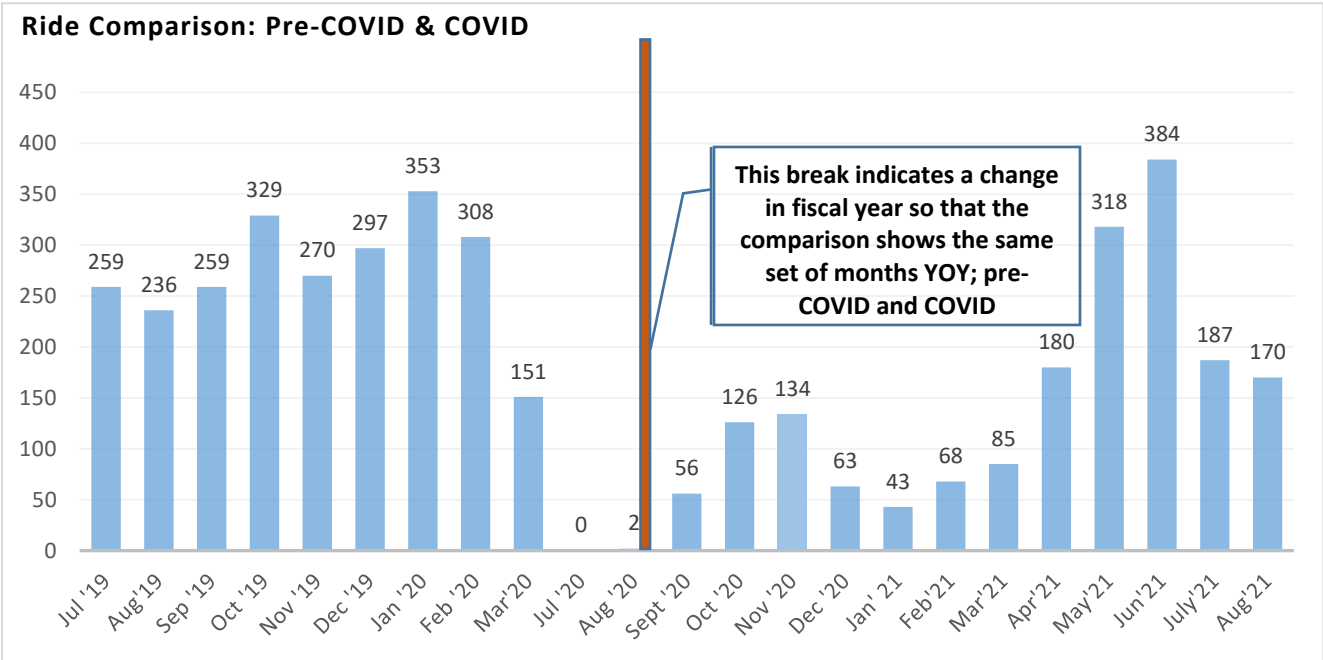
# MEMORANDUM

**DATE:** August 31, 2021  
**TO:** Kara Ralston, Chief Executive Officer  
**FROM:** Tanvir Walele, Transportation Coordinator  
**SUBJECT:** *August 2021 Monthly Report*

## PROGRAM DESCRIPTION

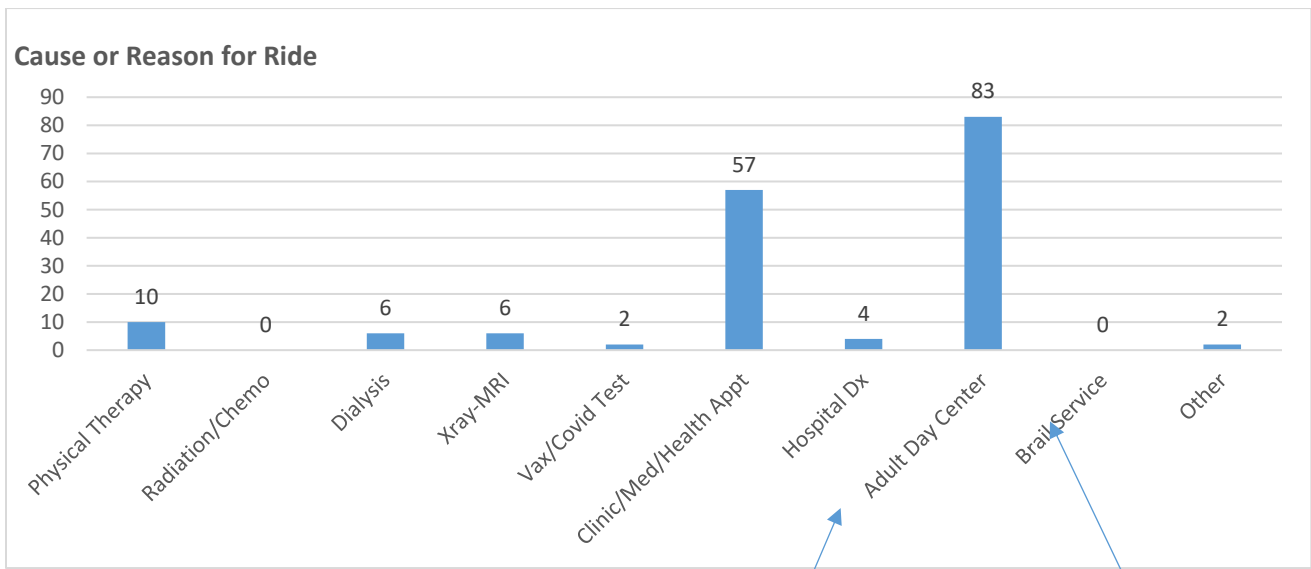
Camarillo Health Care District provides door-through-door transportation for non-emergency medical appointments and other activities of daily living, including to and from District programs, throughout Ventura County. Drivers are trained in CPR and First Aid, and have additional sensitivity training in transporting frail, elderly cognitively challenged and mobility-challenged riders. Vehicles are equipped with hydraulic lifts to accommodate wheelchair clients, oxygen canisters, and other assistive mobility devices.

Transportation services remain available with proper capacity, safety and spread mitigation limits.

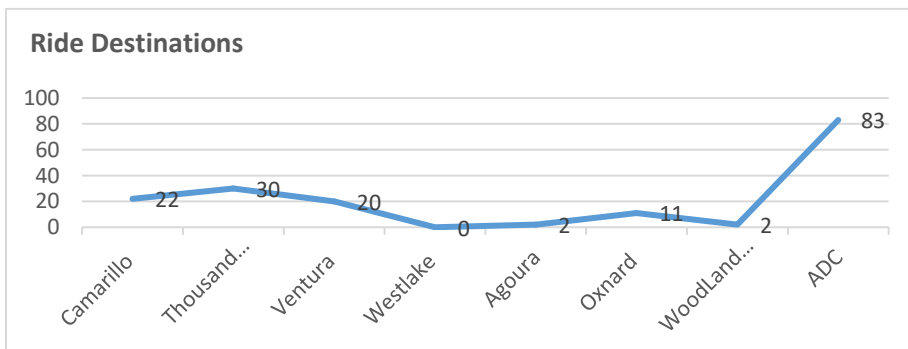


*In partnership with the City of Camarillo, Care-A-Van transportation services provided free rides to Camarillo residents from February 25, 2021-June 30, 2021.*

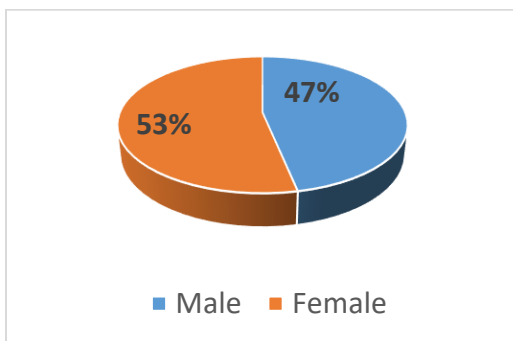




Transportation ride/client count normally includes many rides for enrollees in the Adult Day Center. The Adult Day Center was briefly reopened with limited capacity in October and November of 2020 and the ride chart below reflects that brief spike. When the Adult Day Center reopened on April 19, 2021, the ride/client count continued to increase. Similar situation for when the Braille Institute rides resume.



Rides originate in the service area and can be provided to destinations throughout Ventura County, and to Kaiser in Woodland Hills.



# MEMORANDUM

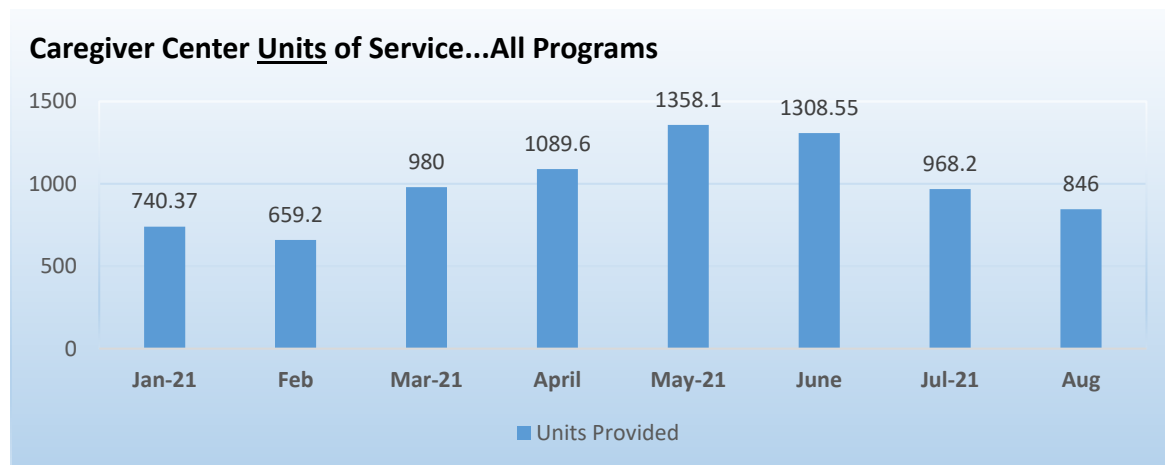
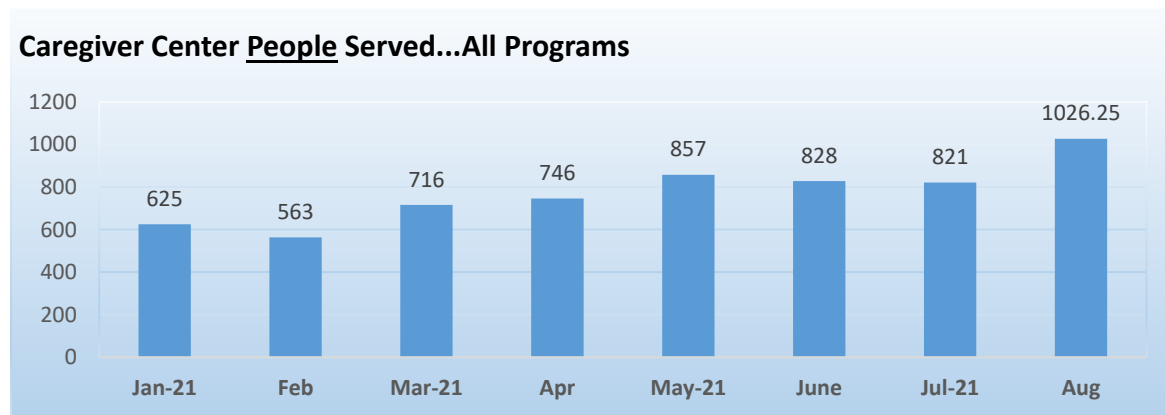
DATE: September 9, 2021  
TO: Kara Ralston, CEO  
FROM: Blair Barker, MPH, Care Services Director  
Caregiver Center of Ventura County  
RE: August 2021 Monthly Report

---

## PROGRAM DESCRIPTION

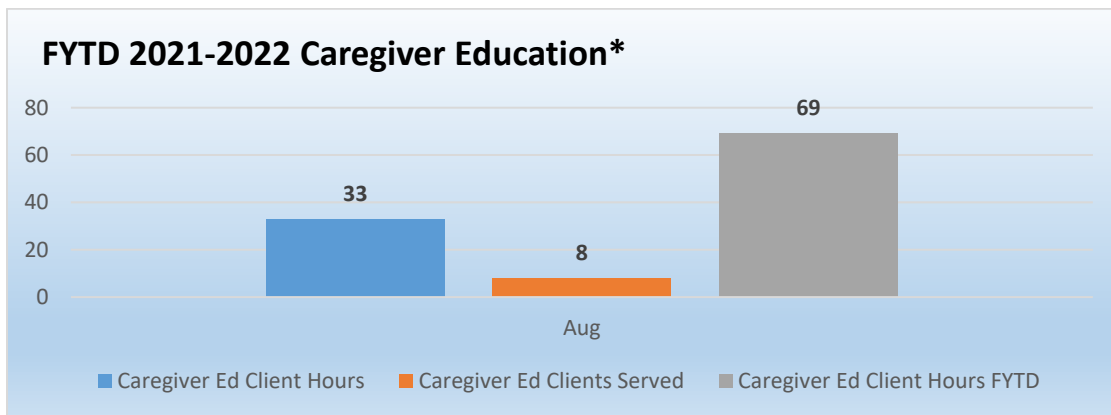
The goal of the Caregiver Center of Ventura County (Center) is to decrease the impact of caregiver burden and empower people to better health. This is accomplished through strategic partnerships with medical and community-based providers for the delivery of caregiver education and training, access to resources, and increased quality of life outcomes. The Caregiver Center has a comprehensive array of programs and services including Powerful Tools for Caregivers, REACH, Personalized Care Consultations, Senior Support Line, Caregiver Skill-building, Respite Services, Home Modification Services, Dementia Education Classes, Support Groups, Walk-in Inquiry, and Caregiver Reminder Contacts.

## Overview of Units of Service Provided



Program	August - Units	August - People
REACH: in-person	3	1
REACH: phone	3	1
Dealing with Dementia: class	0	0
Dementia Live: class	0	0
Powerful Tools for Caregivers: Virtual Class	27	6
Care Consultation: in-person	6.25	5
Care Consultation: phone	13	11
Caregiver Support Group	22.5	12
Respite: In Home Hours	42	4
Respite: ADP Hours	0	0
Home Modifications: Units Installed	0	0
Assistive Devices: Units installed	0	0
Senior Support Line: Peer Counseling	69	54
Senior Support Line: Telephone Reassurance	106	76
Caregiver Wellness Screening (Zarit Burden)	2.5	1
Depression Screening (PHQ-9)	1	1
Client follow-up ( <i>in-person, phone call, email, similar</i> )	102	89
Client Walk-ins	18	18
Resource & Education Request	418	392
Inquiry response: Email/phone reply	97	79
Caregiver Email Outreach	96	96
<b>TOTAL</b>	<b>1,026.25</b>	<b>846</b>

### Caregiver Education: REACH and Powerful Tools for Caregivers Program

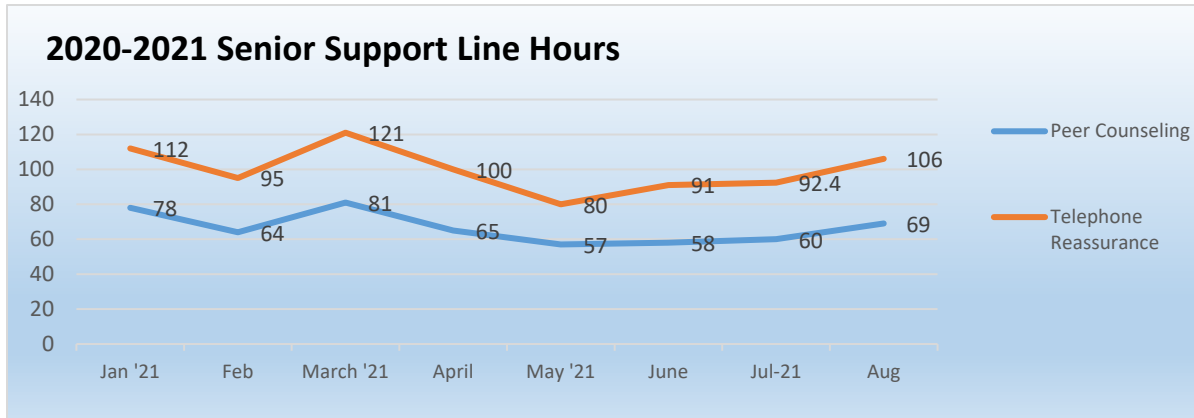


Caregiver Education	August	FYTD	Annual Contract Goal	Target 16% of FY
Total Client Units*	33	69	113	53%
Clients served	8	17	N/A	N/A
<b>TOTAL</b>	<b>41</b>	<b>86</b>	<b>N/A</b>	<b>N/A</b>

\*This number includes the VCAA Caregiver Education grant funded programs (Title III-E) Powerful Tools for Caregivers class sessions and REACH in-person and phone visits (units = hours). This chart represents counts of clients served as well as the hours provided by the Center through the Rosalyn Carter Institute's REACH (Resources Enhancing Alzheimer's Caregivers Health) and the Powerful Tools for Caregivers programs.

**Senior Support Line**

This chart represents measures of Senior Support Line (SSL) activities, either peer counseling or telephonic reassurance. Partially Funded Program through Older Americans Act federal funding, SSL is a toll-free reassurance and socialization program for Ventura County residents aged 60 and older, providing emotional and social support to reduce risks of isolation, socialization, wellness and safety checks, and connections to community resources.



Senior Support Line (Title IIIB)	August	FYTD	Annual Contract Goal	Target 16% of FY
Peer Counseling: Hours	69	129	616	21%
Peer Counseling: Persons Served (unduplicated monthly)	54	112	375	30%
Telephone Reassurance: Hours *	106	198.4	N/A	N/A
Telephone Reassurance: Contacts	310	570	2,236	12%
Telephone Reassurance: Persons Served (unduplicated monthly)	76	150	278	27%
<b>TOTAL</b>	<b>615</b>	<b>1159.4</b>	<b>N/A</b>	<b>N/A</b>

**Respite Hours**

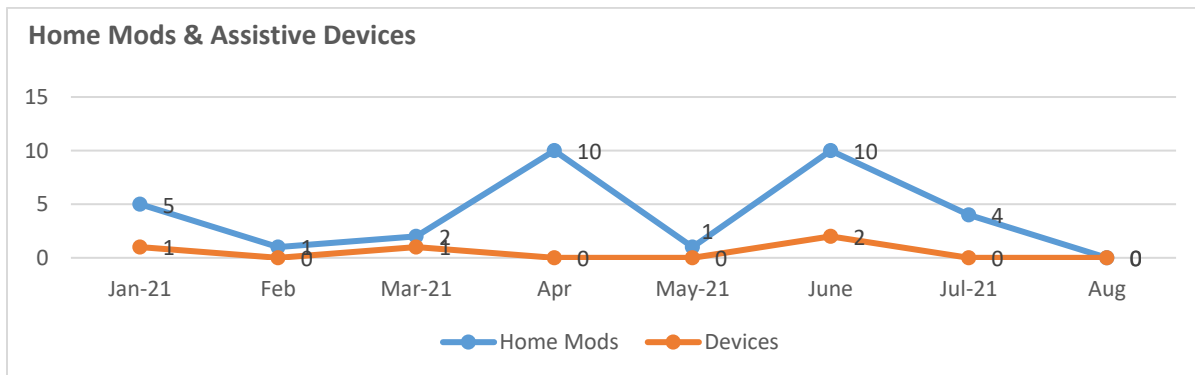
This chart represents measures of Respite hours and clients served by those hours, either in-home and/or at the Adult Day Center. The District periodically receives funding for in-home respite and adult day center respite through Older Americans Act, Title III E funding awarded by the VCAAA.

Due to COVID-19 fluctuations, respite hours in the Adult Day Center have yet to be used yet in this fiscal year. The VCAAA understands the impact of COVID-19 on the performance of this funding.

Respite (Older Americans Act Title III E)	August	FYTD	Annual Contract Goal	Target 16% of FY
Respite: In-home (hours)	42	66	471	14%
Respite: In-home (people)	4	6	N/A	N/A
Respite: ADP (hours)	0	0	556	0%
Respite: ADP (persons served)	0	0	N/A	N/A
<b>TOTAL</b>	<b>46</b>	<b>72</b>	<b>N/A</b>	

**Home Modifications and Assistive Devices**

This chart reflects the number of home modifications (anything that requires a bolt, screw, etc.) and assistive devices (no installation required) that have been authorized. The District periodically receives funding for Home Modifications and Assistive Devices through Older Americans Act, Title III E funding awarded by the VCAAA. While there were no modifications completed during the month of August due to matters outside of the vendor’s control, we are look forward to work being authorized soon.



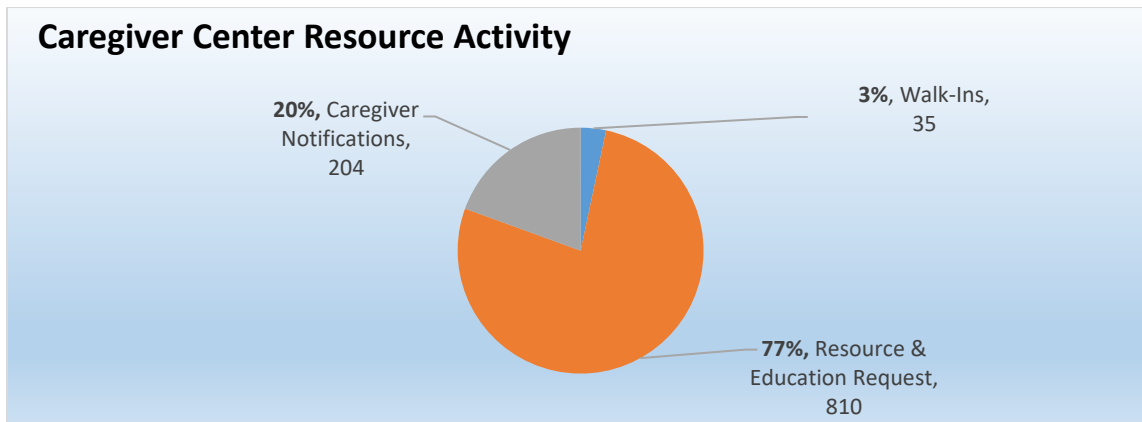
Home Modifications (Title III E)	August	FYTD	Annual Contract Goal	Target of FY 16%
Home Modifications: Units installed	0	4	66	6%
Home Modifications: Persons served	0	2	N/A	N/A
Assistive Devices: Units provided	0	0	3	0%
Assistive Devices: Persons served	0	0	N/A	N/A
<b>TOTAL</b>	<b>0</b>	<b>6</b>	<b>N/A</b>	

**Dementia Friendly Caregiver Engagement Project**

Outside of the pandemic, there would be a chart below this that represents monthly and FYTD counts of clients and organizations served by the Center’s dementia education programs. Grant funding was previously provided by the Arthur N. Rupe Foundation to expand dementia specialty programs and services to family and professional caregivers. These programs and services are an integral of the Dementia Friendly Ventura County initiative (led by the VCAAA). While the District has not been able to train family caregivers and professionals due to previous COVID-19 restrictions, the District will be providing a virtual option workshop as well as an in-person workshop in the coming months.

**Caregiver Center Resource Activity**

This chart represents Resource Specialist activity for the fiscal year, with August 2021 shown in the data table below.



Caregiver Center Resource Activity	August	FYTD
Client walk-ins	18	35
Resource & Education Request	418	810
Caregiver Email Outreach	96	204
<b>TOTAL</b>	<b>532</b>	<b>1,058</b>

The innovative dementia-specialty work accomplished in the Caregiver Center positions the District as a preferred provider to secure contracts and grant awards. The Center’s work contributes to the District’s strategic plan initiatives by providing evidence-based dementia training to caregivers to increase skillsets and education needed to provide quality care for their care partner and protect their own health.



**SECTION 11**

**BOARD PRESIDENT REPORT**

**SEPTEMBER 28, 2021**



**This page intentionally left blank.**



**SECTION 12**

**BOARD MEMBERS COMMENTS AND/OR REPORTS**

**SEPTEMBER 28, 2021**

## **FUTURE MEETING AND EVENTS**

---

<b><u>Board of Directors Meetings</u></b>			
•	<b>Executive Committee: Loh, Doria</b>	October 19, 2021, 12:00 p.m.	<b>IN-PERSON</b>
•	<b>Finance Committee: Hiepler, Daly</b>	October 26, 2021, 10:30 a.m.	<b>IN-PERSON</b>
•	<b>Full Board:</b>	October 26, 2021, 12:00 p.m.	<b>IN-PERSON</b>
•	<b>Executive Committee: Loh, Doria</b>	November 9, 2021, 12:00 p.m.	<b>IN-PERSON</b>
•	<b>Full Board:</b>	November 16, 2021, 12:00 p.m.	<b>IN-PERSON</b>
•	<b>Full Board:</b>	December 2021 - Dark	
•	<b>Executive Committee: Proposed</b>	January 18, 2022, 12:00 p.m.	<b>IN-PERSON</b>
•	<b>Finance Committee: Proposed</b>	January 25, 2022, 10:30 a.m.	<b>IN-PERSON</b>
•	<b>Full Board: Proposed</b>	January 25, 2022, 12:00 p.m.	<b>IN-PERSON</b>

**SEPTEMBER 28, 2021**