



Common Plan Provisions in Prototype and Volume Submitter Documents:

March 17, 2015

Richard A. Hochman, APM, GFS
Managing Director, McKay Hochman Consulting

ASPPA

1

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Topics to be Covered

- New Design Issues for Pre-Approved Plans with the PPA Restatement Cycle
- Common Plan Provisions
- Best Practices and Procedures for Plan Restatements
- Establishing Your Value to the Client
- Common Operational and Document Errors

ASPPA

2

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.

Design Issues

- New language to comply with DOL Field Advisory Bulletin (FAB) 2008-01 is now required in all pre-approved plans.
 - Many plans used to provide that the trustee was not responsible to assure that the appropriate contributions were made to the plan, that was delegated as an employer function.
 - Such language is no longer allowed and the trustee or investment manager must be responsible unless another party is named. Who will that be?

3

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.

Design Issues

- Cross-Tested Plans
 - Prototypes will now be allowed to have cross-tested allocation designs without limitations on the number of NHCE allocation rates. Those limitations were not applicable to Volume Submitter Documents.

4

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.

Design Issues

- Multiple Employer Plans
 - Multiple Employer arrangements will now be allowed in prototypes as well. However, DOL still treats “Open MEPs” as separate plans.
 - MEP Participation agreements can provide almost as much flexibility as basic adoption agreement. Question is if part of reason for using a MEP is to simplify administration, is that flexibility counterproductive instead?

Design Issues

- Multiple Employer Plans
 - MEPs – IRS will not allow provision allowing distribution upon withdrawal of participating employer if no mirror plan is created
 - Without this, must create a mirror plan, spin-off to that plan and then terminate



Design Issues

- Volume Submitter vs. Prototypes - Volume Submitter Plans continue to have additional flexibility over prototypes.
 - Governmental plans can be in a volume submitter, but a separate specimen document is required.
 - Prototypes are restricted to “safe-harbor” reasons for hardship withdrawals, volume submitter documents can use the “facts and circumstances” standard.
 - Participants can make irrevocable waivers not to participate prior to becoming eligible for the plan.

ASPPA

7

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Short Plan Years
 - Short plan years can present problems
 - 415 dollar limit not pro-rated unless a change in **limitation** year
 - Mid-year termination of plan is treated as a change
 - Could have a new plan year of 12/1/2014 ending 12/31/14 and reduction of 415 limit

ASPPA

8

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Short Plan Years
 - IRC §401(a)(17) dollar limit pro-rated if a determination is less than 12 months
 - New CY plan is starting 12/1/14 and will end 12/31/14
 - Is 401(a)(17) comp limit reduced?
 - Depends on determination period

ASPPA

9

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Short Plan Years
 - If compensation is based on the PY, then comp limit is pro-rated if PY is 12/1/14 to 12/31/14
 - If compensation is based on CY ending within PY, then no pro-ration
 - Alternative: use 1/1/14 effective date of plan
 - Use special effective date for elective deferrals
 - Mid-year entry date for participants does not create a short determination period

ASPPA

10

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.

Common Plan Provisions

- 410(b)(6)(C) Transition Period
 - Plans can exclude employees covered by an IRC §410(b)(6)(C) transaction
 - Transition period ends in PY after PY of acquisition or merger
 - Should this exclusion always be included in plan?
 - If not included, then could be a problem if you find out about transaction after-the-fact

Common Plan Provisions

- Eligibility Requirements – Plan Year Shift
 - Many plans with short service requirements provide for a shift to a plan year computation period after the initial computation period
 - Avoid this provision if plan has an eligibility condition of more than 1 year of service



Common Plan Provisions

- Eligibility Requirements – Plan Year Shift - Example
 - Plan has 2 YOS eligibility for PS contribution
 - Plan shifts to PY computation period
 - Paul is hired full-time on 11/1/13
 - First computation period is 11/1/13 – 10/31/14
 - Second computation period is 1/1/14 – 12/31/14
 - Paul has 2 YOS after 13 months of employment

ASPPA

13

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- One Year Hold-Out Rule
 - Law allows plan to disregard a rehired EEs prior service until completion of 1 YOS
 - IRS interpretation of law is that upon completion of a YOS, service must be credited *retroactively*
 - Cannot defer retroactively so this provision cannot be used for elective deferrals

ASPPA

14

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- One Year Hold-Out Rule
 - Example
 - Plan uses the 1-year hold-out for PS contributions
 - Rich had 4 prior YOS and is rehired 11/1/13
 - Rich completes a YOS on 10/31/14
 - IRS position is Rich should have shared in 12/31/13 allocations

ASPPA

15

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Rule of parity
 - Generally provides that prior service can be disregarded if:
 - Participant was not vested
 - Had greater of (1) 5 breaks-in-service or, (2) number of breaks equal to prior service
 - If participant was vested at time of termination or did not have at least 5 breaks, prior service is not disregarded

ASPPA

16

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.

Common Plan Provisions

- Rule of parity
 - Means most rehired participants enter on date of rehire
 - Some providers are eliminating the rule
 - Why worry about a limited exception?
 - Let rehired former participants in the plan upon rehire

Common Plan Provisions

- Exclusion of Employee from Eligibility
 - By Name
 - No per-se prohibition on excluding an EE by name
 - It is unreasonable classification so cannot use average benefits test to pass IRC §410(b)
 - Cannot be done in standardized prototype
 - Is there a disguised CODA issue?
 - What if each person is put into a separate group and \$0 contributed for the EE?



Common Plan Provisions

- Optional Recognition of Service with Other Employers
 - Be careful to properly limit service recognized to avoid unpleasant surprises
 - Be cognizant of possible limitations imposed by plan document (both by the Adoption Agreement and the Basic Plan Document)
 - Watch out for possible discrimination issues

ASPPA

19

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Compensation
 - Definition of Compensation can be a problem. May be using more than one definition for different purposes.
 - If using a pure W-2 definition for purposes of elective deferrals, have a potential issue with the deferral election percentages not lining up with actual deferral amounts.
 - W-2 Compensation includes many non-cash fringe benefits that cannot be deferred against.
 - Want to make sure that using permissible safe-harbor exclusion so that those fringe benefit amounts are not included in the definition of compensation for deferral and matching purposes.

ASPPA

20

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Compensation
 - Avoid use of non-safe harbor definition of compensation when determining benefits
 - What happens if definition does not satisfy IRC §414(s)?
 - If using permitted disparity
 - If ADP test SH plan

ASPPA

21

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Compensation
 - Avoid having different definitions of 415 compensation and compensation for allocation purposes
 - Top-heavy minimums are based on 415 compensation
 - Cross-testing gateways are not the same
 - Use 415 compensation if 5% gateway
 - Use 414(s) compensation if 1/3 gateway

ASPPA

22

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Forfeitures
 - IRS did not allow language allowing plan forfeitures to be used as safe-harbor or qualified contributions. Plans that previously had those provisions now have an express prohibition.

ASPPA

23

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Forfeitures
 - Many plans use forfeitures to reduce discretionary contributions
 - What happens if employer does not want to make a discretionary contribution?
 - Cannot hold forfeitures in suspense
 - Declare a contribution equal to the amount of the forfeitures

ASPPA

24

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Forfeitures
 - What does the plan provide for timing of forfeitures?
 - Does forfeiture occur upon distribution of vested account?
 - Does forfeiture occur when money is actually used for stated purposes, such as to pay plan expenses or to make an additional contribution?
 - What is the ability to use in the next plan year?

25

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Match with Allocation Conditions
 - Matching contributions made throughout year but allocation conditions are imposed
 - Example: Employer deposits matching contribution along with deposit of deferrals
 - Plan required employment at end-of-year and 1000 Hours of Service
 - What do you do if participant has already received match but is not entitled to share?

26

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Match with Allocation Conditions
 - Some plans provide that catch-up contributions are not matched
 - Must match if ADP test SH plan
 - Problem if matching contributions are made throughout year
- In some cases you will not know if an amount is a catch-up until after year-end
 - E.g., failed ADP test

27

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.


Common Plan Provisions

- Safe Harbor Plans
 - Issue with safe-harbor 401(k) plans. As a general rule, these plans cannot be amended mid-year except for very limited reasons that the IRS has outlined, such as adding Roth provisions or hardship withdrawals. Recently they added, a Windsor case amendment. Also have recently issued guidance on ceasing safe -harbor contributions mid-year.

28

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Safe Harbor Plans
 - Can safe-harbor plans be amended and restated anytime during the two-year window period, or can they only be amended at the beginning of their plan years? IRS did not address this issue when they announced the opening of the program.
 - Different views being expressed by practitioner community.

29

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.

Common Plan Provisions

- Safe Harbor Plans
 - Unless you are changing the terms of the plan, should be able to restate at any time during the two year window. Talking about discretionary changes being made by the employer rather than changes incorporated into the document as part of the approval of the document.

30

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Safe Harbor Plans
 - If amending plan provisions, impacting safe-harbor notice issues, may want to restate those plans in October effective for the following January, assuming working with calendar year plans.
 - As referenced previously, IRS did not allow language allowing plan forfeitures to be used as safe-harbor or qualified contributions. Plans that previously had those provisions now have an express prohibition.

31

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.


Common Plan Provisions

- Safe Harbor Plans
 - If can't use forfeitures as those contribution types, what can be done?
 - Concern that if allocate as a regular non-elective contribution, then plan will lose top-heavy exemption.
 - Can rewrite plan to use forfeitures to pay plan expenses.

32

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Safe Harbor Plans
 - Question – if plan has a discretionary profit-sharing provision that has never been used, must plan use forfeitures to make a profit-sharing contribution?

ASPPA

33

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Safe Harbor Plans
 - Add a discretionary match that satisfies the ACP test SH
 - Cannot take into account deferrals that exceed 6% of compensation
 - Cannot exceed 4% of compensation
 - No allocation conditions
 - Will need to include this in SH notices

ASPPA

34

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Matching Contributions
 - If you have a case with a last day requirement to receive an employer matching contribution, you do not want to deposit it on a payroll, monthly or quarterly basis. Change to annual?
 - EPCRS self-correction requires procedures to prevent error from recurring

ASPPA

35

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Mandatory Cashouts
 - Mandatory cash-outs are a way to eliminate small account balances
 - Plans can be amended to add mandatory cash-outs
 - Treas. Reg. §1.411(d)-4 provides exception to anti-cutback rules

ASPPA

36

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Mandatory Cashouts
 - Exclusion of rollover contributions in determining cash-out threshold may be problem if using \$1,000 threshold
 - Permissible to exclude rollovers in determining mandatory cash-outs
 - Not permissible to exclude rollovers in applying mandatory IRA rollover rules
 - Now may be a good time to raise \$1,000 threshold to \$5,000.

ASPPA

37

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Mandatory Cashouts
 - Plan provides for forced cash-outs of amounts of \$5K or less
 - Mary has a \$500 employer account and \$1Mil as rollover account
 - If rollovers excluded, plan can force distribution of total interest in plan
 - Plan required to rollover to IRA because total distribution exceeds \$1K

ASPPA

38

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Form of Distribution – Cash or Property – more flexibility in new documents -make sure selections are aligned with what plan has done in operation – consider how system will handle brokerage accounts and loans

ASPPA

39

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Automatic Contribution Arrangements
 - Automatic contribution arrangements are gaining in popularity. Most are not EACAs or QACAs.
 - Work with payroll to ensure rules can be met.
 - Give adequate consideration to the composition of the employer's work force before implementing.

ASPPA

40

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Automatic Contribution Arrangements
 - Assess increased cost of any matching contributions – does the employer want to incur that cost.
 - For governmental plans, remember that there may be legal barriers to implementing automatic enrollment and/or automatic escalation

ASPPA

41

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Plan Provisions

- Plan Loans
 - Best course of action is to not allow loans at all
 - If loans are allowed:
 - Give careful consideration to the number of loans the plan will allow a participant to take and how defaults will be handled
 - Give careful consideration to the type of contribution sources from which the participant will be allowed to take loans

ASPPA

42

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.

Common Plan Provisions

- Divorce Revoking Beneficiary Designation:
 - Plan does not need to look to external documents in determining beneficiaries
 - *Kennedy v. Plan Administrator for DuPont Savings and Investment Plan et al*, 129 S.Ct. 865 (2009)
 - Many plans provide that divorce revokes beneficiary designation in favor of ex-spouse
 - Patterned after re-designation statutes that many states have

Common Plan Provisions

- Divorce Revoking Beneficiary Designation:
 - Should plan include a re-designation type provision?
 - Pro: Participant probably doesn't want ex-spouse to receive the benefit (that's what QDROs are for)
 - Con: Why make the participant's problem the plan's problem?



Common Plan Provisions

- One Year Marriage Rule:
 - A Plan is permitted to provide that a participant is not married unless married for at least 1 year
 - Pro: Avoids unintended results if a sudden honeymoon death
 - Con: Why make the participant's problem the plan's problem?
 - This may be a hardcoded provision in a pre-approved document or it may be a provision that is elective under the document

45

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.


Best Practices and Procedures for Plan Restatements in General

- Review the processes and procedures you used for the EGTRRA restatements and keep and incorporate into the PPA restatements what worked last time
- Do a detailed comparison of the provisions that are in your new PPA documents against the provisions that were in your EGTRRA document
- In doing the review:
 - Remember to compare not only the Adoption Agreement(s) but also the underlying Basic Plan Document(s)
 - Remember to include the snap on amendments

46

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Best Practices and Procedures for Plan Restatements in General

- Test the mapping function for your document system to make sure provisions are mapping the way you understand them to be mapping
- Form a Project Management Team that includes representatives from IT, Conversions, Operations (both leaders and team members who handle day to day administration), Legal, and Compliance to address which items may need to be updated on your database systems and when in order for CSRs and others to best be able to continue their duties that are database dependent

ASPPA

47

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Best Practices and Procedures for Plan Restatements in General

- Before beginning the restatement process, evaluate whether there are certain document provisions that you would prefer to be default elections for your clients (i.e. are there opportunities to align your clients plans with your standard business practices or to otherwise create administrative efficiencies), but always keep in mind the 411(d)(6) anti-cutback rules

ASPPA

48

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Best Practices and Procedures for Plan Restatements in General

- Identify provisions that have frequently been misunderstood or misapplied in the past and design a plan for addressing these provisions going forward to prevent future issues
- Where time permits, meet with clients to review the plan provisions that are most likely to be misunderstood or misapplied to ensure the client understands how the provisions work

ASPPA

49

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Best Practices and Procedures for Plan Restatements in General

- Conduct a series of document education classes for your staff, not only to familiarize them with the changes but also to educate newer staff members about plan document provisions in general
- Create and offer a webcast for clients to familiarize them with changes to the plan document since the last restatement (particularly important for service providers who may have changed document providers)

ASPPA

50

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Best Practices and Procedures for Plan Restatements in General

- Before beginning communications with your clients, review your client contract for provisions addressing fees and documents
- If contract permits, consider using negative elections to confirm that your company will do the work and what the fee will be (remember to build in proper time frames for clients to object as may be provided by the contract)
- Make decisions regarding fees for restatements and fees for ongoing amendments (possible annual document maintenance fees, what will it cover)

ASPPA

51

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Best Practices and Procedures for Plan Restatements in General

- Communicate with your clients about the upcoming restatements several different times using different mediums (newsletters, e-mails, letters)
- Provide any plan sponsor level fee disclosures that may need to be given to remain in compliance with 408(b)(2)
- Update SPDs
- Use the restatements as an opportunity to connect with clients and to demonstrate your value

ASPPA

52

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Demonstrating Value to the Client

- Some ways to demonstrate value to your client include:
 - Work with the client to secure a complete set of their EGTRRA restatement documents, including any snap on amendments and post EGTRRA restatement amendments, both required and discretionary
 - Don't forget to check that any separate trust agreement being used is approved by the IRS for use with your pre-approved plan document

ASPPA

53

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Demonstrating Value to the Client

- Some ways to demonstrate value to your client include:
 - Confirm that the plan document matches how the plan is being operated currently
 - Address available correction options if there are inconsistencies between document provisions and plan operations

ASPPA

54

©2014 ASPPA, all rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Demonstrating Value to the Client

- Some ways to demonstrate value to your client include:
 - Identify whether changes are needed or desirable going forward
 - Address any changes that may have occurred with respect to ownership of the client

ASPPA

55

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Demonstrating Value to the Client

- If issues are discovered during the restatement of a plan that could possibly result in plan disqualification:
 - First investigate why the issue occurred
 - If you are partially or completely responsible for the error (none of us are perfect), determine what you are willing to do and spend to correct the issue
 - Notify the client of the error and the options for correction, including whether EPCRS is available to correct the error

ASPPA

56

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Operational and Document Errors

Common Operational and Document Errors That May Be Discovered During a Plan Restatement Include:

- Failure to maintain plan documents
 - Check for EGTRRA and other restatements that may not have been adopted
 - Check for both required interim amendments and discretionary amendments that may not have been properly adopted or implemented
 - Check dates on signed amendments for timeliness

ASPPA

57

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Operational and Document Errors

- Failure to follow the terms of the plan documents
 - Failure to follow the plan's definition of compensation – make sure the employer understands what's included under the definition of compensation elected under the plan – watch for how bonuses are treated – also watch for different definitions of compensation used for different purposes and for different types of contributions – simplify if possible
 - Failure to include eligible employees and inclusion of employees that are not eligible – early or late inclusion – watch out for misunderstandings about part-time, temporary and seasonal employees

ASPPA

58

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Operational and Document Errors

- Failure to follow the terms of the plan documents
 - Failure to follow the plan's distribution provisions – allowing hardships where the plan document doesn't provide for hardships – allowing hardship distributions for events that don't qualify for hardship under the IRC or under the limitations of the plan document being used – other impermissible in-service distributions
 - Loan issues – allowing loans where the plan document doesn't permit loans – not following the loan policy – loans not properly defaulted

ASPPA

59

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Common Operational and Document Errors

- Failure to follow the terms of the plan documents
 - Failure to follow the plan's provisions respecting matching contributions
- Plan document is not appropriate for the type of plan
- Plan sponsor is ineligible to maintain the type of plan it is sponsoring
- Changes to ownership structure not properly documented
- Inconsistent choices marked on the Adoption Agreement

ASPPA

60

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Primary Resources

Pre-Approved Plan Restatements:

Rev. Proc. 2011-49

Rev. Proc. 2014-6

Announcement 2012-3

Announcement 2013-37

Announcement 2014-16

Non-discrimination Rules:

404(a)(4)

Treas. Reg. 1.401(a)(4)-4

ASPPA

61

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Primary Resources

Anti-Cutback Rules:

411(d)(6)

Treas. Reg. 1.411(d)-3

Treas. Reg. 1.411(d)-4

Corrections: Rev. Proc. 2013-12

ASPPA

62

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.



Contact Information

Richard A. Hochman, APM, GFS
Managing Director
McKay Hochman Consulting
E-mail: rahochman@dstrs.com
Phone: 973-492-1880

ASPPA

63

63

©2014 ASPPA. All rights reserved. May not be copied, emailed or distributed without the express permission of ASPPA.