SUMMARY PLAN DESCRIPTION
FOR THE
Roper St. Francis Healthcare
EMPLOYEE ASSISTANCE PROGRAM

Name of Plan. The Roper St. Francis Healthcare Employee Assistance Program (the "Program").

Name of Employer and Employer Identification Number. Roper St. Francis Healthcare (the "Company") sponsors the Program. Its "employer identification number" for federal tax purposes is 57-0831165.

Participating Employers. In addition to the Program's sponsor, Medical Society of South Carolina (MSSC) is a participating employer in the Program.

Type of Plan. An employee assistance program, which constitutes an "employee welfare benefit plan" under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Type of Administration. The Program is administered in part by the Program's sponsor (the Company) and in part under a contract with Empathia, Inc., which is located at N17 W24100 Riverwood Drive, Suite 300, Waukesha, Wisconsin, 53188.

Administrator. The Program's Administrator and "named fiduciary" is the Human Resources Benefits & Wellness Manager. In determining the eligibility of participants and dependents (as discussed below) for benefits, and in construing the terms of the Program, the Administrator has the power to exercise its discretion in the construction of doubtful, disputed or ambiguous terms or provisions.

Agent for Service of Legal Process. The agent for service of legal process on the Program is the Administrator, and process may be served on it at 8536 Palmetto Commerce Parkway, Suite 402, Ladson, SC 29456.

Eligibility. All employees of the Company who are based in the United States, Canada, or Puerto Rico, and their "dependents," are eligible to participate in the Program. Note that any individuals who are otherwise classified by the Company as "contingent", "contracted leader" or "contractor" are not eligible to participate in the Program.

Solely for purposes of this Program, "dependents" is defined to include the following classes of individuals:

- An eligible employee's "dependents," as that term is defined in the Company's group medical plan (please consult the medical plan "summary plan description" for further information). In the case of employees who are based in Canada or Puerto Rico and who do not participate in the Company's group medical plan, the status of an individual as a "dependent" will be based on the same general criteria as are applied to U.S.-based employees under the Company's medical plan;

- An eligible employee's spouse whether or not such individual constitutes a "dependent" under the Company's medical plan, and whether or not he or she permanently resides with the eligible employee; and

- Any other person permanently residing with an eligible employee, whether or not such individual constitutes a "dependent" under the Company's group medical plan or is a spouse as defined above.

Description of Benefits and Limitations on Benefits. The Program provides confidential 24-hour pre-diagnostic telephone assessment, support, and referral EAP services, 7 days a week and scheduled pre-diagnostic assessment, support counseling, and referral EAP services, to help eligible employees (and their dependents) assess and evaluate work/life problems, and to locate and be referred to appropriate treatment/help resources, and to receive short-term EAP support counseling. Assessment and EAP support counseling and short-term EAP support counseling are provided as deemed appropriate by the counselor according to clinical standards established by Empathia, Inc., up to a limit of six sessions per case.

A variety of work/life issues can be addressed, including, but not limited to:

- Symptoms of depression, stress and anxiety;
- Marital, relationship and family problems;
- Grief and loss;
- Child and elder care concerns;
- Financial and legal consultations;
- Tobacco cessation coaching;
- Adoption consultation and referrals;
- Daily living consultation and referrals;
- Crisis intervention and trauma response; and
- Symptoms of substance abuse.

EAP assessment, support and referral services are all provided *exclusively* by counselors affiliated with, or retained by, Empathia, Inc. The Program does not permit you to select your own counselor - - - you must use a counselor provided by Empathia, Inc.

Eligible employees and their dependents who would like to use the Program should contact Empathia at 1-800-634-6433 to access their services. Empathia can also be accessed through the web, at mylifematters.com.

Eligible employees and their dependents are not required to use and exhaust benefits under the EAP (i.e. making the EAP a gatekeeper) before an individual is eligible for benefits under the other group health plans. Eligible employees' and their dependents' eligibility for benefits under the EAP is not dependent upon participation in other group health plans. No employee premiums or contributions are required as a condition of participation in the EAP. The program is free of charge to the individual and there is no cost-sharing under the EAP.

Costs. The Company pays the entire cost for employee assistance services provided under the Program out of its general corporate assets. As a result, the Program has no "plan assets" and no trustee.

Although the Company pays the costs of the Program, the costs of any resources to which employees and dependents are referred by Program counselors for services beyond the EAP must be paid by the employee (except as may be covered by other Company-sponsored benefit plans or other insurance the employee may have).

Plan Year: The Program year for maintaining Program records begins January 1 and ends December 31.

Continuation of Benefits Under Federal Law: Under federal law ("COBRA") you and your dependents have the opportunity for an extension of employee assistance benefits when you lose eligibility under the Program for specific reasons called "qualifying events" described below.

Employees have a right to choose to continue coverage if they lose coverage under the Program because of:

1. a reduction in their hours of employment; or
2. the voluntary or involuntary termination of employment; except for gross misconduct.

Spouses and dependent children of employees covered under this Program have the right to continue coverage if they lose coverage under the Program due to:

1. the death of the eligible employee;
2. a reduction in the eligible employee's hours of employment, or the employee's voluntary or involuntary termination of employment (except for gross misconduct);
3. divorce or legal separation from eligible employee; or
4. in the case of a dependent child, loss of dependent status under the Program.

The law requires the employer be informed of an eligible employee's divorce or legal separation, or of a child's loss of dependent status under these Programs. Such notice must be given to the Employer within 60 days of the qualifying event. If you fail to make timely notice, the opportunity to continue coverage under these terms is lost.

Roper St. Francis Healthcare, upon receiving notice or upon employment termination, will, within 14 days, notify the persons of their right to continue coverage and the terms of such coverage.

The employee, spouse and dependent children each have the right to make an individual election; however, an election by a parent with custody of minor children will be accepted as the election for both the parent and the children.

Persons receiving the notice of the right to continue coverage will have 60 days to elect to continue on a form provided by the Employer. Once that election is made, persons electing continuation will have 45 days to make their initial payment for coverage. Subsequent self-payments are due before the last day of each month.

If persons having the right to continue coverage fail to notify the employer of the qualifying event, do not elect continuation, or fail to make payment for coverage, each within the specified time periods, the right to make self-payments and coverage will cease under the Program as of the date coverage would end.

The Program is required to offer continued coverage which, as of the day before coverage terminated, is identical to the coverage received by similarly situated employees. If coverage under the Program is modified for similarly situated employees, you or your dependents' coverage also will be modified.

Continuation coverage is available for:

a. 18 consecutive months if coverage is lost because of a reduction of hours or termination of employment;
b. 29 consecutive months if you are disabled when coverage is lost because of a reduction of hours or termination of employment; or
c. 36 consecutive months for all other Qualifying Events.

An employee or dependent may experience more than one Qualifying Event. However, the combined continuation coverage period for all such events may not exceed 36 consecutive months.

Continued coverage under this provision terminates when:

a. the Program no longer provides coverage to any employee;
b. the required notice of a Qualifying Event is not provided within 60 days;
c. the election for continuation is not made within 60 days following receipt of the explanation;
d. the initial self-payment is not paid by the due date explained previously;
e. subsequent self-payments are not made in a timely manner;
f. the person continuing coverage becomes covered under another plan as an employee or dependent; or
g. the maximum continuation coverage period is reached.

Claims Procedure. As noted, Program benefits are straightforward: specifically, they consist of 24-hour, 7-day-a-week access to telephonic EAP services, and a maximum of six support counseling sessions per case (in both cases, with counselors provided by Empathia, Inc.).

If, however, you feel for some reason that you have a right to a benefit under the Program that has not been provided to you, you can make a claim for benefits. To do so, you must submit a written claim for the benefit to the Administrator, at the address on page 1 of this document.

Timeframe for Deciding Initial Benefit Claims

The Administrator (or its representative) will decide your claim within a reasonable period of time after the date it first receives the claim, but no later than 90 days after receipt, unless the Administrator determines that special circumstances require an extension of time. In case of such an extension, written notice will be provided to you. In no event will the extension be more than 90 days from the end of the initial 90-day period. For purposes of these deadlines, a written claim for benefits will be treated as received on the date it is hand-delivered to the Administrator's address, or on the date that it is deposited in the U.S. Mail for first-class delivery in a properly stamped envelope containing the above name and address. The postmark on any such envelope will be proof of the date of mailing.

Notification of Initial Benefit Decision by the Administrator

In the event that the Administrator denies your claim, it will notify you of its decision in writing. The notification will include the following items of information:

- a statement of the specific reason(s) for the adverse decision;
- reference to the specific Program provision(s) on which the decision is based (such as a provision of this Summary Plan Description);
- a description of any additional material or information necessary to perfect the claim and why such material or information is necessary; and
- a description of the review procedures (as described below), and the related time limits, and certain other rights.

Your Right to Appeal

You have the right to appeal an adverse decision under these claims procedures by submitting a written request for review to the Administrator, at the address on page 1. However, you must do so within 180 days after you receive written notification of the initial denial of your claim. Failure to comply with this important 180-day deadline may forfeit your right to any further review of the adverse decision. A written request for review will be treated as received on the date it is hand-delivered to the Administrator at the address on page 1, or on the date that it is deposited in the U.S. Mail for first-class delivery in a properly stamped envelope containing the above name and address. The postmark on any such envelope will be proof of the date of mailing.

You have the right to submit documents, written comments, or other information in support of your appeal. The review will take into account all information submitted by you, whether or not presented or available at the initial benefit decision. The Administrator will give no deference to the initial benefit decision.

In order to help you formulate your appeal, you will be given - - - on request and free of charge - - - reasonable access to and copies of all documents, records, and other additional information relevant to your claim.

Timeframes for Deciding Benefits Appeals Claims

The Administrator will decide your appeal of a claim within no more than 60 days after it receives your written request for review (as described above), unless the Administrator determines that special circumstances require an extension of time. In case of such an extension, written notice will be provided to you. In no event will the extension be more than 60 days from the end of the initial 60-day period.

Written notification of the decision on appeal will be provided to you, whether or not the decision is adverse. The written notification will include the following:

- the specific reason(s) for the appeal decision;
- reference to the specific Program provision(s) on which the decision is based (such as a provision of this Summary Plan Description);
- a statement indicating entitlement to receive on request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- certain other information that may be required under federal employee benefits law, such as your right to contact your local U.S. Department of Labor office.

If you have questions about these claims procedures, please contact the Administrator.

ERISA Rights Statement. As a participant in the Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Program participants will be entitled to the following rights.

Receive Information About the Program and Benefits

You can examine, without charge, at the Administrator's office , all documents governing the Program, including insurance contracts and a copy of the latest annual report (Form 5500 series) filed by the Program with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

You can also obtain, upon written request to the Administrator, copies of documents governing the operation of the Program, including insurance contracts and copies of the latest annual report (Form 5500 series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Prudent Actions by Program Fiduciaries

In addition to creating rights for Program participants, ERISA imposes duties upon the people who are responsible for the operation of the Program. The people who operate your Program, called "fiduciaries" of the Program, have a duty to do so prudently and in the interest of you and other Program participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Program benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for Program benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. You have the right to have the Program review and reconsider your request.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Program documents or the latest annual report from the Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay these costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

Assistance With Your Questions

If you have any questions about your Program, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Confidentiality. The Company recognizes that confidentiality is key to the success of the Program. Therefore, your participation in the Program will be treated confidentially in accordance with all state and federal laws. Except in very unusual circumstances prescribed by law (such as life threatening events), any private discussions you have with an Empathia counselor will not be disclosed to anyone.

In addition, the Company will not be aware of your use of the Program unless you request it. [In certain circumstances, an employee may have a problem that so seriously impacts work performance that he or she may be terminated if his or her work performance does not improve. In these cases, the employee's supervisor, manager, or Human Resources representative may refer the employee to the Program as a condition of continued employment. Once the initial contact is made between the employee and the Program, the supervisor, manager, or Human Resources representative will receive no information regarding the employee's participation and use of the Program. Any details of the employee's participation will be held in strict confidence and will not be provided to the supervisor, manager, or Human Resources representative of the Company, except as required by law, or as authorized by the employee via informed consent.]

Please see Appendix A of this Summary Plan Description for important information provided by Empathia, Inc. regarding the confidentiality of any information you disclose in the course of your contact with Empathia, Inc. counselors under the Program.

APPENDIX A

EMPATHIA, INC. CONFIDENTIALITY POLICY

Mandatory Reporting:
Employee Assistance Programs (EAP) are governed by federal and state statutes that mandate the reporting of certain situations that, in the judgment of an EAP professional, pose risks of grave physical or emotional harm to one or more persons. The following situations, if brought to the attention of the EAP, will require reporting to a designated authority or otherwise permit breach of confidentiality for purposes of safeguarding persons:

- Probable or imminent risk of suicide.
- Probable or imminent risk of homicide or grave physical harm to another person.
- Possible abuse or neglect of a child or vulnerable adult.
- Probable threat to national security.

Like other mandatory reporters (i.e., teachers, physicians, psychologists, etc.), EAP professionals are required to comply with these provisions. In cases of suspected abuse or neglect of a child or vulnerable adult, Empathia will first contact the authorized government social service agency and present the situation in question in a hypothetical fashion. If the authorized agency determines that the situation in question is reportable, then Empathia will disclose Covered Person information as required by law.

Confidentiality in Relation to Client:
Even when EAP Covered Person confidentiality is breached due to imminent threat of suicide or homicide, or because of the possibility of abuse or neglect of a child or vulnerable adult, or any other legally mandated cause, EAP Covered Person records are not shared with the Client unless specifically requested by the Covered Person in conjunction with an Informed Consent document signed by the Covered Person. When applicable law mandates disclosure of Covered Person information, such disclosure shall be made only to the extent necessary to comply with the law, and does not extend to the Client unless notification of the Client is necessary to prevent grave physical harm to the Covered Person or others in the workplace or is required by applicable law.

Confidentiality in Formal Client Referrals to the EAP:
When a supervisor, manager, or HR representative makes a formal (performance-based) referral of a Covered Employee to the EAP and requests feedback regarding Covered Employee compliance, every effort will be made to obtain an authorization from that referred Covered Employee permitting disclosure of pertinent information to an appropriate Client representative. If the referred Covered Employee refuses to consent to such a release, the EAP will not be at liberty to disclose information to the referring manager or HR representative except as noted in previous sections of this Policy.

Confidentiality in Relation to External Requests for Information:
If any person or entity solicits EAP Covered Person information or requests to know the identity of persons using the EAP, Empathia will not release any such information nor acknowledge any

Covered Person's use of the program without an authorization from the Covered Person in question, or unless compelled to do so by statutory obligation or appropriate court order.

Regulatory Compliance:
Empathia is an “excepted benefit” as defined by HIPAA, though follows HIPAA/HITECH information privacy and security regulatory requirements as a best practice.