

EBSA/PUBLIC DISCLOSURE
2010 JUL 14 AM 8:26ALTERNATIVE REPORTING AND DISCLOSURE STATEMENT FOR
NONQUALIFIED DEFERRED COMPENSATION PLANS

To: Top Hat Plan Exemption
Employee Benefits Security Administration
Room N-5644
US Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

In accordance with 29 CFR Section 2520.104-23 of the Department of Labor Regulations, which provides an alternative method for complying with the reporting and disclosure requirements of Part 1 of Title I of the Employee Retirement Income Security Act of 1974, you are hereby notified that the Employer identified below maintains the Plans identified below for the purpose of providing deferred compensation for a select group of management or highly compensated employees, and that all benefits provided by these Plans are paid as needed solely from the general assets of that Employer.

Employer's Name: Mental Health Providers of Western Queens, Inc.

Employer's Address: 4023 62nd Street, 2nd Floor
Woodside, NY 11377-4962

Employer Identification Number: 11-2700062

457(b) Deferred Comp Plan, which covers 2 Participants.

457(f) Deferred Comp Plan, which covers 1 Participants.

Total Number of Plans: 2

Mental Health Providers of Western Queens, Inc.
Plan Administrator of the Plans Specified Above

By: 

Date: 7/7, 2010.

SECTION 1. DEFINITIONS

When used herein the following terms shall have the following meanings:

- 1.1 “**Account**” means the Accumulation Value of a Contract purchased with respect to a Participant in accordance with Section 4.
- 1.2 “**Accumulation Value**” means the accumulation value defined in a Contract purchased with respect to a Participant in accordance with Section 4.
- 1.3 “**Amount Deferred**” means Compensation deferred by, or on behalf of, a Participant pursuant to Section 3.
- 1.4 “**Beneficiary**” means the person, persons, trust or other entity designated by a Participant pursuant to Section 7 to receive any distribution payable under the Plan upon his or her death.
- 1.5 “**Code**” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.6 “**Compensation**” means all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay, that is includible in the Eligible Employee’s gross income for each Year for federal income tax purposes under the Code. In addition, effective the first day of the calendar month following the calendar month in which this document is executed, Compensation includes (a) employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Participant under Sections 125, 132(f), 402(e)(3), 402(h), or 403(b) of the Code, and (b) compensation deferred under an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, including this Plan.
- 1.7 “**Contract**” means an individual flexible premium annuity contract issued by the Insurer to the Employer with respect to a Participant.
- 1.8 “**Eligible Employee**” means any person who performs services for the Employer, either as an employee or as an independent contractor, to whom Compensation is paid on a regular basis and who is included in the Eligible Class designated by the Employer in Part B of the Adoption Agreement hereto.
- 1.9 “**Eligible Class**” means the class of Eligible Employees designated by the Employer in Part B of the Adoption Agreement hereto. The class of Eligible Employees designated by the Employer in Part B of the Adoption Agreement hereto shall be a select group of management or highly compensated individuals within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of Title I of the Employee Retirement Income Security Act of 1974, as amended.
- 1.10 “**Employer**” means the employer which executed the Adoption Agreement attached hereto.
- 1.11 “**Enrollment Date**” means the first day of each month.

- 1.12 "**Insurer**" means Mutual of America Life Insurance Company.
- 1.13 "**Nonelective Employer Deferral**" means an Amount Deferred by the Employer on behalf of a Participant, and not pursuant to a Salary Reduction Agreement, in an amount determined under the method selected by the Employer in Part C of the Adoption Agreement hereto.
- 1.14 "**Normal Retirement Age**" means any age beginning no earlier than the earliest age at which a Participant has the right to retire under the Employer's basic pension plan, if any, without the Employer's consent and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in such basic pension plan or, in the case of a Participant who does not participate in such basic pension plan, age 65, and ending no later than age 70½. In the case of a Participant who continues to work beyond age 70½ and who, upon the attainment of age 70½, had not made the catch-up election provided for under Section 3.2(b), the Normal Retirement Age shall be the age designated by the Participant, which shall not be later than the age at which the Participant Severs from Employment with the Employer. Notwithstanding anything in the Plan to the contrary, the Participant's designation of a Normal Retirement Age under Section 3.2(b) shall not control the date that the distribution of his or her Account shall commence pursuant to Section 6.
- 1.15 "**Participant**" means an Eligible Employee who is enrolled in the Plan as provided in Section 2.
- 1.16 "**Participant Enrollment Agreement**" means a written agreement provided by the Employer in which an Eligible Employee consents to becoming a Participant in the Plan and to the deferral of Compensation in accordance with Section 3.
- 1.17 "**Plan**" means the deferred compensation plan set forth herein, as the same may be amended from time to time, including the Adoption Agreement and any Appendices attached hereto.
- 1.18 "**Salary Reduction Agreement**" means a written agreement signed by an Eligible Employee to defer Compensation not yet earned by payroll deductions if permitted by selection in Part C of the Adoption Agreement.
- 1.19 "**Severance from Employment**" or "**Severs from Employment**" means a Participant's cessation from employment with the Employer maintaining the Plan.
- 1.20 "**Surviving Spouse**" means the survivor of a deceased Participant or former Participant to whom such Participant was legally married, as determined by the Employer, on the earlier of (i) the date of the Participant's death or (ii) the date distributions commence, pursuant to Section 6.
- 1.21 "**Year**" means a calendar year.

SECTION 2. PARTICIPATION

- 2.1 Each Eligible Employee shall be eligible to participate in the Plan as of the first Enrollment Date following the date he or she becomes an Eligible Employee, by completing, executing and filing with the Employer preceding such Enrollment Date, a Participant Enrollment Agreement, if applicable, a Salary Reduction Agreement, an application for a Contract and providing any other pertinent information concerning the Eligible Employee and his or her Beneficiary which may be required by the Employer.

SECTION 3. AMOUNTS DEFERRED

- 3.1 (a) If Part C of the Adoption Agreement attached hereto specifies, a Participant may elect to defer Compensation under the Plan by authorizing, on his or her Salary Reduction Agreement, regular payroll deductions that do not, in the aggregate, exceed the limitations of Section 3.2 reduced by the amount of any Nonelective Employer Deferral made, or to be made, on behalf of such Participant for the Year. Any Salary Reduction Agreement shall continue in effect until changed or discontinued in accordance with (b) or (c) below. Any Salary Reduction Agreement shall not be given effect until the first pay period in the calendar month following the calendar month in which the Employer receives it, except that an election to decrease the rate of deferral according to Section 3.1(b) or discontinuance of deferral according to Section 3.1(c) shall be given effect as soon as administratively feasible.
- (b) A Participant may increase or decrease the rate of deferral of his or her Compensation by filing a new Salary Reduction Agreement with the Employer within the time required by the Employer prior to the payroll period for which such increase or decrease shall become effective.
- (c) A Participant may discontinue his or her deferral of Compensation under a Salary Reduction Agreement by giving written notice thereof to the Employer.
- (d) If Part C of the Adoption Agreement attached hereto specifies, the Employer shall make Nonelective Employer Deferrals on behalf of some or all Participants each Year in an amount determined under the method specified therein. However, no Nonelective Employer Deferrals shall be made for a Participant until the calendar month following the calendar month in which the Employer receives a Participant Enrollment Agreement signed by that Participant. Nonelective Employer Deferrals shall be made at such time as the Employer, in its sole discretion, shall determine but in no event later than the last day of each Year. If Part D of the Adoption Agreement specifies, no Nonelective Employer Deferrals shall be required for any Participant for the Year in which he or she Severs from Employment before the last day of such Year other than on account of retirement, death or disability. If Nonelective Employer Deferrals have been made for such Year prior to such Participant's Severance from Employment, the Employer shall withdraw from the Participant's Account the amount of such Nonelective Employer Deferrals as adjusted for any investment earnings, losses or Contract charges.
- (e) In no event shall there be any Amounts Deferred by or on behalf of a Participant who has attained age 70½, remains in service with the Employer and has elected, in accordance with Section 6.1, to commence distribution of his or her Account prior to Severance from Employment.

3.2 (a) The amount that may be deferred by or on behalf of a Participant by Salary Reduction Agreement, Nonelective Employer Deferrals or both, for a Year shall not exceed the lesser of:

- (i) the applicable dollar amount for a Year set forth below, or
- (ii) 100% of the Participant's Compensation for the Year.

For purposes of (i) above, the applicable dollar amount shall be (A) \$11,000 for 2002, (B) \$12,000 for 2003, (C) \$13,000 for 2004, (D) \$14,000 for 2005, (E) \$15,000 for 2006 and (F) \$15,000, as adjusted to reflect cost of living increases in accordance with Section 457(e)(15) of the Code, for 2007 and Years thereafter.

(b) Notwithstanding the limitations set forth in Section 3.2(a), if Part C of the Adoption Agreement hereto specifies that deferrals of Compensation may be made by Salary Reduction Agreement, a Participant may file a written election in the manner provided by the Employer to have the maximum amount that may be deferred during one or more of the last 3 Years ending before attainment of a Participant's Normal Retirement Age determined under this Section 3.2(b). If a Participant makes this election, the maximum amount that may be deferred under a Salary Reduction Agreement for each of the Years covered by the election shall not exceed the lesser of:

- (i) twice the applicable dollar amount in effect for a Year, as set forth in Section 3.2(a), or
- (ii) the difference between the sum of the limitations provided for in Section 3.2(a) for all Years the Participant was eligible to participate in the Plan and the aggregate amount actually deferred for such Years,

reduced by the amount of any Nonelective Employer Deferrals made for such Year.

A Participant may not elect to have this Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) In no event shall Amounts Deferred by, or on behalf of, Participants under the Plan for any Year exceed the limitations set forth in Sections 3.2(a) or 3.2(b), whichever may be applicable.

SECTION 4. CONTRACTS

4.1 The Employer shall apply to the Insurer for a Contract with respect to each Participant in the Plan in conjunction with such Participant's enrollment in the Plan. The Employer shall be the applicant for, owner of and beneficiary under the Contract. The Participant shall be designated by the Employer as the annuitant under the Contract.

Title to, and beneficial ownership of, the Contract shall at all times remain in the Employer and shall constitute a general asset of the Employer, subject only to the claims of the Employer's general creditors. A Participant or his or her Beneficiary designated in accordance with Section 7 of the Plan shall not acquire any property or beneficial interest in the Contract or other general assets of the Employer by virtue of a Participant's participation in the Plan and shall only have the status of an unsecured

general creditor of the Employer with respect to the Contract, Account and any distributions to be made under the Plan.

- 4.2 Amounts Deferred by, or on behalf of, a Participant shall be applied to the Contract and shall be remitted by the Employer to the Insurer. The Insurer, following its receipt of such remittances, shall allocate such amounts to the investment alternatives available under the Contract in accordance with the Employer's allocation directions then in effect.

The Employer shall have the authority to direct the allocation of Amounts Deferred by or on behalf of a Participant to the investment alternatives available under the Contract and to transfer such Amounts Deferred which were previously allocated between and among such investment alternatives and shall provide such allocation or transfer directions to the Insurer. The Employer may take into advisement the investment alternatives, if any, indicated by a Participant.

SECTION 5. WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES

- 5.1 No withdrawals for unforeseeable emergencies are permitted under this Plan.

SECTION 6. DISTRIBUTIONS

- 6.1 The Participant's Account may not be distributed or made available to a Participant at any time prior to the earlier of (i) the date the Participant Severs from Employment, or (ii) the Year in which such Participant attains age 70½. Upon a Participant's Severance from Employment for any reason other than death, the Participant shall be entitled to receive a distribution of his or her Account, which shall be made in accordance with one of the forms described in Section 6.3 as of the commencement date and in accordance with the procedures prescribed under Section 6.4. In the case of a Participant who continues in service with the Employer following his or her attainment of age 70½, such Participant may elect in accordance with the procedures in Sections 6.3 and 6.4, no later than January 1 next following the Participant's attainment of age 70½ (or, if later, 30 days following the Participant's attainment of age 70½) to commence the distribution of his or her Account on April 1st of the Year next following the Year of the Participant's attainment of age 70½ and such election shall designate a method of payment in accordance with Section 6.3. The election made pursuant to the preceding sentence may not be changed or revoked and failure by a Participant to make such election shall be deemed an election to defer commencement to the date the Participant Severs from Employment.
- 6.2 If a Participant dies before a distribution of his or her Account has begun, the Participant's Beneficiary may elect to receive a distribution of such Account in a form described in Section 6.3 to the extent the election of any such form is in accordance with the provisions of Section 6.4. However, if a Beneficiary makes an election of the form described in (ii) in the first paragraph of Section 6.3, the period certain cannot extend beyond the life expectancy of such Beneficiary or, if less, the maximum period permitted for distributions under Section 401(a)(9) of the Code and regulations issued thereunder. If the Beneficiary is not an individual, distribution of the Participant's Account shall be made in the form described in (i) of the first paragraph of Section 6.3.

6.3 Subject to the provisions of this Section 6.3 and Section 6.4, any distribution made under this Section 6 shall be made in one of the following forms, as the Participant may elect:

- (i) a single sum cash payment; or
- (ii) equal periodic payments, either monthly, quarterly, semi-annually, but not less frequently than annually, over a specified period certain not extending beyond (1) the life expectancy of the Participant or (2) the joint life expectancies of the Participant and his or her Beneficiary, provided such Beneficiary is an individual.

For purposes of (ii) above, if more than one individual has been designated by the Participant as a Beneficiary, the joint life expectancies of the Participant and his or her Beneficiary shall be based on the oldest Beneficiary. In no event, however, shall a period certain extend beyond the maximum period permitted for distributions under Section 401(a)(9) of the Code and regulations issued thereunder.

If a Participant makes an election of the form described in (i) above, the Insurer shall pay the Account directly to the Employer for distribution to the Participant, or at the Employer's request, shall pay such Account directly to the Participant.

If a Participant makes an election of the form described in (ii) above, the Employer shall direct the Insurer to apply the Account to purchase a period certain annuity under the Contract for the period certain elected by the Participant. The amount of such periodic payments shall be determined in accordance with the Contract. The Insurer shall pay periodic payments directly to the Employer for distribution to the Participant or, at the request of the Employer, shall pay them directly to the Participant.

6.4 In the case of the Participant's death or Severance from Employment, any election under Section 6.3 must be made by the Participant or Beneficiary, as the case may be, prior to the 30th day following the date of such death or Severance from Employment and prior to the date that the distribution of his or her Account is to commence pursuant to the provisions of this Section 6. Such election shall specify the form in which, and the date that, distributions shall commence. In addition, if a Participant or Beneficiary, as the case may be, elects the form described in (ii) in the first paragraph of Section 6.3, such election must specify the period certain for which such payments are to be made. Such date must be after the end of the 30 day period specified above for making such election provided, however, that consistent with the requirements of Section 401(a)(9) of the Code, such distributions to a Participant shall commence no later than the later of (i) April 1st of the year following the Year in which the Participant attains age 70½ or (ii) April 1st of the Year following the Year in which the Participant Severs from Employment. Further, the election made pursuant to this Section 6.4 may not be changed or revoked, except as may be provided below. If an election under this Section 6.4 is not timely made, distributions of the Participant's Account shall be made in one single sum cash payment within 60 days after the expiration of the Participant's death or Severance from Employment, whichever is applicable.

If a Participant who has not attained age 70½ has elected, in accordance with the Plan, to defer commencement of the distribution of his or her Account beyond the first permissible payout date, then the Participant may make an additional election to further defer the commencement of such distribution, provided that the election is filed before a distribution actually begins and the later commencement date meets the required distribution commencement date provisions of Sections 401(a)(9) of the Code. A

Participant may not make more than one such additional deferral election after the first permissible payout date.

For purposes of the preceding paragraph, the "first permissible payout date" is the earliest date on which the Plan permits payments to begin after Severance from Employment.

In conjunction with and subject to the requirements pertaining to an additional deferral election, as described above, a Participant may change the form in which payments are to be made.

If a Participant dies before distribution of his or her Account has commenced, distribution of the Account to any Beneficiary shall be made on or before the December 31st of the Year which contains the fifth anniversary of the date of such Participant's death; provided, however, at the Beneficiary's irrevocable election, filed with the Employer before the applicable commencement date set forth in the following sentence, any distribution to a Beneficiary may be made over a period certain not extending beyond the life expectancy of the Beneficiary, but in no event shall such period certain extend beyond the maximum period permitted for distributions under Section 401(a)(9) of the Code and regulations issued thereunder. Such distribution shall commence not later than the December 31st of the Year immediately following the Year in which the Participant died or, in the event such Beneficiary is the Participant's Surviving Spouse, on or before the December 31st of the Year in which such Participant would have attained age 70½, if later. If such Participant's Surviving Spouse dies after the Participant's death but before distributions to such Surviving Spouse commence, this provision shall be applied to require distribution of the Participant's Account as if such Surviving Spouse were the Participant.

SECTION 7. DESIGNATION OF BENEFICIARIES

- 7.1 Each Participant shall designate Beneficiaries who shall be entitled to receive the distribution of the Participant's Account upon his or her death prior to the commencement of distributions in accordance with Section 6 and for any remaining periodic payments to be made if a Participant dies after the commencement of distributions in accordance with Section 6 but prior to the expiration of the period certain elected in accordance with Section 6.3. A Participant may from time to time revoke or change his or her Beneficiary designation without the consent of any prior Beneficiary. Beneficiary designations and changes thereto shall be made on an appropriate form or forms furnished or made available by the Employer. The last such designation received by the Employer shall be controlling; provided, however, that no designation or change or revocation thereof, shall be effective unless received prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt.
- 7.2 If no such Beneficiary designation is in effect at the time of a Participant's death and prior to the distribution of the Participant's Account or at the expiration of a period elected in accordance with Section 6.3 or if no designated Beneficiary survives the Participant, distribution of the amount, if any, payable under the Plan upon his or her death shall be made to first surviving class of the following classes of successive preference beneficiaries: (a) the Participant's Surviving Spouse, (b) his or her surviving children, (c) his or her surviving parents, (d) his or her surviving brothers and sisters, or (e) the executors or administrators of his or her estate.

SECTION 8. ADMINISTRATION

- 8.1 The Employer shall be responsible for administration of the Plan. The Employer shall have sole discretionary authority and responsibility for the Plan operation, interpretation of the Plan provisions and for determining eligibility for participation in the Plan and distributions under the Plan. Any action taken on any matter within the discretion of the Employer shall be final, conclusive, and binding on all parties. In order to discharge its duties hereunder, the Employer shall have the power and authority to adopt, interpret, alter, amend or revoke rules and regulations necessary to administer the Plan, to delegate ministerial duties and to employ such outside professionals as may be required for prudent administration of the Plan. The Employer shall also have authority to enter into agreements necessary or appropriate to implement this Plan.

SECTION 9. AMENDMENT OR TERMINATION

- 9.1 The Employer reserves the right at any time to amend, suspend or terminate the Plan and any deferrals thereunder, in whole or in part and for any reason and without the consent of any Eligible Employee, Participant, Beneficiary or other person. The Plan shall be terminated automatically upon complete and final distribution of all Participants' Accounts. Any amendment to or discontinuance of a Contract shall be made in accordance with its terms. All amendments to the Plan shall be made by resolution of the governing body of the Employer or by such committee of the governing body or officer of the Employer to whom the authority to amend or terminate the Plan has been delegated. The Employer shall provide all Participants with a written notice of any Plan amendments.
- 9.2 Upon termination of the Plan, the Employer shall not permit any further Amounts Deferred under the Plan and all Accounts shall thereafter be distributable in accordance with Section 6 of the Plan or, the requirements of Section 6 notwithstanding, the Employer may direct the immediate single sum distribution of all Accounts. If the Employer so directs, all Accounts under the Plan will be distributed to all Participants and Beneficiaries, as applicable, as soon as administratively feasible after the termination of the Plan. The distributions will be made in the form of a single sum cash payment only. The decision by the Employer to direct such single sum payments will be evidenced by action of the Board of Directors or other such governing body of the Employer or by such committee of the governing body or officer of the Employer so authorized. All of the provisions of the Plan necessary for the administration of the Plan and distribution of Accounts shall remain in force until all Accounts have been distributed.

SECTION 10. GENERAL PROVISIONS

- 10.1 The Plan, as amended from time to time, shall be binding on each Participant and his or her spouse, Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries.
- 10.2 Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment.
- 10.3 Except as may be required by a domestic relations order which is described in and meets the requirements of Section 414(p) of the Code or as otherwise may be required

by law, no amount payable at any time under this Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, attachment, garnishment, pledge, levy (other than a federal tax levy made to Section 6331 of the Code), and any attempt to alienate such amount, whether presently or thereafter payable, shall be void.

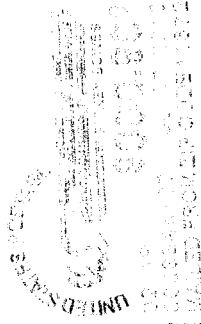
- 10.4 The Plan is intended to be unfunded for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. The Plan and all rights thereunder shall be governed by and construed in accordance with the Code and the regulations promulgated thereunder and the laws of the State in which the Employer is domiciled.

Mental Health Providers of Western Queens, Inc.

ADMINISTRATIVE OFFICES

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Woodside, New York 11377



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Employee Benefits Security Administration
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