

Department of Health and Human Services

**OFFICE OF
INSPECTOR GENERAL**

**PALMETTO GOVERNMENT BENEFITS
ADMINISTRATOR, LLC, CLAIMED
UNALLOWABLE MEDICARE
EXCESS PLAN COSTS
FOR FISCAL YEARS
2005 THROUGH 2011**

*Inquiries about this report may be addressed to the Office of Public Affairs at
Public.Affairs@oig.hhs.gov.*



**Gloria L. Jarmon
Deputy Inspector General
for Audit Services**

**January 2015
A-07-14-00443**

Office of Inspector General

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OFFICE OF AUDIT SERVICES FINDINGS AND OPINIONS

The designation of financial or management practices as questionable, a recommendation for the disallowance of costs incurred or claimed, and any other conclusions and recommendations in this report represent the findings and opinions of OAS. Authorized officials of the HHS operating divisions will make final determination on these matters.

EXECUTIVE SUMMARY

Palmetto Government Benefits Administrator, LLC, claimed unallowable Excess Plan costs of approximately \$1.3 million for Medicare reimbursement for fiscal years 2005 through 2011.

WHY WE DID THIS REVIEW

The Centers for Medicare & Medicaid Services (CMS) reimburses a portion of its contractors' nonqualified defined-benefit plan (NQDBP) costs. In claiming NQDBP costs, contractors must follow cost reimbursement principles contained in the Federal Acquisition Regulation (FAR), Cost Accounting Standards (CAS), and the Medicare contracts. Previous Office of Inspector General reviews found that Medicare contractors did not always correctly identify NQDBP costs.

For this review, we focused on one Medicare contractor, Palmetto Government Benefits Administrator, LLC (Palmetto). In particular, we examined the Blue Cross Blue Shield of South Carolina Excess Plan Medicare segment and Other segment costs (referred to in this report as "Excess Plan costs") that Palmetto claimed for Medicare reimbursement on its Final Administrative Cost Proposals (FACPs).

The objective of this review was to determine whether the fiscal years (FYs) 2005 through 2011 Excess Plan costs that Palmetto claimed for reimbursement under its fiscal intermediary and carrier contracts, and reported on its FACPs, were allowable and correctly claimed.

BACKGROUND

During our audit period, Palmetto was a subsidiary of Blue Cross Blue Shield of South Carolina, whose home office is in Columbia, South Carolina. Palmetto administered Medicare Part A fiscal intermediary and Medicare Part B carrier contract operations under cost reimbursement contracts with CMS. With the implementation of Medicare contracting reform, Palmetto continued to perform Medicare work after being awarded the Medicare administrative contractor (MAC) contracts for Medicare Parts A and B Jurisdiction 1 and Jurisdiction 11 (including home health and hospice services) effective October 25, 2007, and May 21, 2010, respectively.

This report addresses the Excess Plan costs claimed by Palmetto under the provisions of its fiscal intermediary and carrier contracts. We are addressing the Excess Plan costs claimed by Palmetto under the provisions of its MAC contracts in a separate review.

WHAT WE FOUND

Palmetto claimed Excess Plan costs of \$1,642,200 for Medicare reimbursement for FYs 2005 through 2011; however, we determined that the allowable Excess Plan costs during this period were \$335,525. The difference, \$1,306,675, represented unallowable fiscal intermediary and carrier contract Excess Plan costs that Palmetto claimed on its FACPs for FYs 2005 through 2011. Palmetto claimed these unallowable Excess Plan costs because it based its claims for

Medicare reimbursement on an incorrectly calculated amount that, because of the incorrect classification of the Excess Plan as a pension plan, did not comply with Federal regulations.

WHAT WE RECOMMEND

We recommend that Palmetto revise its FACPs for FYs 2005 through 2011 to reduce its claimed Medicare Excess Plan costs by \$1,306,675.

AUDITEE COMMENTS AND OUR RESPONSE

In written comments on our draft report, Palmetto did not concur with our recommendation for two reasons. Palmetto said that the change it made in its Excess Plan (which formed the basis of our finding) was unintentional. Palmetto also said that because it was amending the Excess Plan document to make the plan compliant with the FAR as a pension plan, it would be burdensome for Palmetto to have to account for the Excess Plan as initially compliant with the FAR, and then as noncompliant for a time period, and then as compliant once again.

Palmetto suggested, as an alternative to our recommendation, a course of action in which Palmetto would correct its “inadvertent change” to the Excess Plan by amending it retroactively and restoring the offer of a benefit that is payable for life at the option of the employee. Palmetto also stated that it had established a policy that its defined-benefit plans may not be amended without considering the CAS effects, so as to avoid any future unintended changes to its plans.

Nothing in Palmetto’s comments caused us to change our finding or recommendation. We based our audit on the plan document in effect at the time of our review. Moreover, Palmetto’s statement that it would be burdensome to account for the plan using different methodologies has no bearing on our finding or recommendation. Our prior audit of the Excess Plan (A-07-07-00235, issued October 18, 2007) accounted for costs using the pay-as-you-go methodology because the plan did not satisfy the requirements of CAS 412.50(c)(3).

We suggest that Palmetto consult with CMS (the cognizant Federal agency) to explore whether a retroactive plan amendment is permissible and what effects such an amendment would have on future cost accounting periods. We maintain that our finding and recommendation, as stated, remain valid and solidly supported by Federal regulations.

TABLE OF CONTENTS

INTRODUCTION	1
Why We Did This Review	1
Objective	1
Background	1
Palmetto Government Benefits Administrator.....	1
Blue Cross Blue Shield of South Carolina Excess Plan	2
How We Conducted This Review.....	2
FINDING	2
Excess Plan Costs Claimed.....	2
Costs Based on Nonqualified Defined-Benefit Pension Plan.....	3
Effect of Incorrectly Calculated Costs	3
RECOMMENDATION	4
AUDITEE COMMENTS.....	4
OFFICE OF INSPECTOR GENERAL RESPONSE	4
APPENDIXES	
A: Audit Scope and Methodology	6
B: Federal Requirements Related to Reimbursement of Excess Plan Costs.....	7
C: Auditee Comments.....	9

INTRODUCTION

WHY WE DID THIS REVIEW

The Centers for Medicare & Medicaid Services (CMS) reimburses a portion of its contractors' nonqualified defined-benefit plan (NQDBP) costs. In claiming NQDBP costs, contractors must follow cost reimbursement principles contained in the Federal Acquisition Regulation (FAR), Cost Accounting Standards (CAS), and the Medicare contracts. Previous Office of Inspector General reviews found that Medicare contractors did not always correctly identify NQDBP costs.

For this review, we focused on one Medicare contractor, Palmetto Government Benefits Administrator, LLC (Palmetto). In particular, we examined the Blue Cross Blue Shield of South Carolina Excess Plan Medicare segment and Other segment costs (referred to in this report as "Excess Plan costs") that Palmetto claimed for Medicare reimbursement on its Final Administrative Cost Proposals (FACPs).

OBJECTIVE

Our objective was to determine whether the fiscal years (FYs) 2005 through 2011 Excess Plan costs that Palmetto claimed for reimbursement under its fiscal intermediary and carrier contracts, and reported on its FACPs, were allowable and correctly claimed.

BACKGROUND

Palmetto Government Benefits Administrator

During our audit period, Palmetto was a subsidiary of Blue Cross Blue Shield of South Carolina (BCBS South Carolina), whose home office is in Columbia, South Carolina. Palmetto administered Medicare Part A fiscal intermediary and Medicare Part B carrier contract operations under cost reimbursement contracts with CMS. With the implementation of Medicare contracting reform,¹ Palmetto continued to perform Medicare work after being awarded the MAC contracts for Medicare Parts A and B Jurisdiction 1² and Jurisdiction 11³ effective October 25, 2007, and May 21, 2010, respectively.

¹ Section 911 of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, P.L. No. 108-173, required CMS to transfer the functions of fiscal intermediaries and carriers to Medicare administrative contractors (MACs) between October 2005 and October 2011. Most, but not all, of the MACs are fully operational; for jurisdictions where the MACs are not fully operational, the fiscal intermediaries and carriers continue to process claims.

² Medicare Parts A and B Jurisdiction 1 consists of the States of California, Hawaii, and Nevada, and the territories of American Samoa, Guam, and the Northern Mariana Islands.

³ Medicare Parts A and B Jurisdiction 11 consists of the States of North Carolina, South Carolina, Virginia, and West Virginia (but excludes Part B for the counties of Arlington and Fairfax in Virginia and the city of Alexandria in Virginia). Jurisdiction 11 also includes home health and hospice services provided in the States of Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, and Texas.

Blue Cross Blue Shield of South Carolina Excess Plan

BCBS South Carolina sponsors an Excess Plan whose primary purpose is to provide a benefit to a select group of management or highly compensated employees. The Excess Plan is designed to restore benefits to participants who lost benefits under the BCBS South Carolina qualified defined-benefit plan because of the Internal Revenue Code, section 401(a)(17), limit.⁴ Because Palmetto was a subsidiary of BCBS South Carolina during our audit period, Palmetto employees were eligible to participate in this Excess Plan.

BCBS South Carolina defined its Excess Plan as an NQDBP and calculated its costs pursuant to CAS 412.

This report addresses the Excess Plan costs claimed by Palmetto under the provisions of its fiscal intermediary and carrier contracts. We are addressing the Excess Plan costs claimed by Palmetto under the provisions of its MAC contracts in a separate review.

HOW WE CONDUCTED THIS REVIEW

We reviewed \$1,642,200 of Excess Plan costs claimed by Palmetto for Medicare reimbursement on its FACP's for FYs 2005 through 2011.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Appendix A contains details of our audit scope and methodology.

FINDING

Palmetto claimed Excess Plan costs of \$1,642,200 for Medicare reimbursement for FYs 2005 through 2011; however, we determined that the allowable Excess Plan costs during this period were \$335,525. The difference, \$1,306,675, represented unallowable fiscal intermediary and carrier contract Excess Plan costs that Palmetto claimed on its FACP's for FYs 2005 through 2011. Palmetto claimed these unallowable Excess Plan costs because it based its claims for Medicare reimbursement on an incorrectly calculated amount that, because of the incorrect classification of the Excess Plan as a pension plan, did not comply with Federal regulations.

EXCESS PLAN COSTS CLAIMED

Palmetto claimed Excess Plan costs of \$1,642,200 for Medicare reimbursement, under the provisions of its fiscal intermediary and carrier contracts, on its FYs 2005 through 2011 FACP's.

⁴ The section 401(a)(17) limit is the maximum annual compensation that can be used to calculate pension benefits.

BCBS South Carolina and Palmetto calculated Palmetto's Excess Plan costs on the premise that the Excess Plan was an NQDBP.

COSTS BASED ON NONQUALIFIED DEFINED-BENEFIT PENSION PLAN

The Medicare contracts require that Excess Plan costs be calculated in accordance with the FAR and the CAS. BCBS South Carolina defined its Excess Plan as an NQDBP and, accordingly, calculated the plan's costs as specified in CAS 412. However, BCBS South Carolina's Excess Plan did not offer a benefit that is payable for life; therefore, it did not qualify as a "pension plan" as defined in FAR 31.001. Thus, Palmetto did not claim costs in accordance with Federal regulations.

Palmetto's Excess Plan did not qualify as a "pension plan"; however, the Excess Plan met the definition of a deferred compensation plan under FAR 31.001. Palmetto should have calculated its Excess Plan costs in accordance with FAR 31.205-6(k) and CAS 415. Specifically, Palmetto should have identified its Excess Plan costs in accordance with the regulations for a deferred compensation plan and should then have calculated those costs in accordance with the FAR and CAS 415.

For details on the Federal requirements, see Appendix B.

EFFECT OF INCORRECTLY CALCULATED COSTS

Because the Excess Plan is not a pension plan, we calculated Palmetto's Excess Plan costs in accordance with CAS 415 and determined that Palmetto's allowable Excess Plan costs for FYs 2005 through 2011 were \$335,525. Because no obligations were incurred (that is, the Excess Plan did not meet all of the conditions specified in CAS 415.50(a)), we based the allowable costs on actual payments to Excess Plan participants in accordance with CAS 415.40(a). Thus, Palmetto claimed \$1,306,675 of unallowable Medicare Excess Plan costs on its FACPs for FYs 2005 through 2011. Palmetto claimed these unallowable Excess Plan costs because it based its claims for Medicare reimbursement on an incorrectly calculated amount that, because of the incorrect classification of the Excess Plan as a pension plan, did not comply with Federal regulations.

The table on the following page compares our calculation of allowable Excess Plan costs with the costs claimed on Palmetto's FACPs.

Table: Medicare Excess Plan Costs			
Fiscal Year	Allowable Per Audit	Claimed by Palmetto	Difference
2005	\$205	\$311,978	(\$311,773)
2006	18,316	260,661	(242,345)
2007	34,464	339,517	(305,053)
2008	44,308	174,425	(130,117)
2009	7,093	244,195	(237,102)
2010	119,486	219,648	(100,162)
2011	111,653	91,776	19,877
Total	\$335,525	\$1,642,200	(\$1,306,675)

RECOMMENDATION

We recommend that Palmetto revise its FACP for FYs 2005 through 2011 to reduce its claimed Medicare Excess Plan costs by \$1,306,675.

AUDITEE COMMENTS

In written comments on our draft report, Palmetto did not concur with our recommendation for two reasons. Palmetto said that the change it made in its Excess Plan (to remove the benefit that is payable for life at the option of the employee) was unintentional, in the sense that Palmetto sought to simplify elections for its retirees. Palmetto stated that its intent was that the Excess Plan would continue to be recognized as a pension plan, but added that it "... did not consider that removing the life time payout option would change this status."

Palmetto also said that because it was amending the Excess Plan document to reinstate the lifetime payout option and make the plan compliant with the FAR as a pension plan, it would be burdensome for Palmetto to have to account for the Excess Plan as initially compliant with the FAR, and then as noncompliant for a time period, and then as compliant once again.

Palmetto thus suggested, as an alternative to our recommendation, a course of action in which Palmetto would correct its "inadvertent change" to the Excess Plan by restoring the offer of a benefit that is payable for life at the option of the employee. Palmetto requested that this corrective action be considered effective retroactive to the effective date of the amendment removing the lifetime payout option. Palmetto also stated that it had established a policy that its defined-benefit plans may not be amended without considering the CAS effects, so as to avoid any future unintended changes to its plans.

Palmetto's comments are included in their entirety as Appendix C.

OFFICE INSPECTOR GENERAL RESPONSE

Nothing in Palmetto's comments caused us to change our finding or recommendation. We based our audit on the plan document in effect at the time of our review. This document did not offer a benefit that is payable for life, as required by FAR 31.001; therefore, the Excess Plan as

constituted at the time of our review did not meet the definition of a pension plan as specified in the relevant criteria.

Moreover, Palmetto's statement that it would be burdensome to account for the plan using different methodologies has no bearing on our finding or recommendation. Since the inception of the Excess Plan, we have audited the plan using the pay-as-you-go accounting method. Our prior audit of the Excess Plan noted that the plan document contained language that would allow the benefits to be forfeitable, which did not satisfy the requirements of CAS 412.50(c)(3).⁵ Therefore, our prior audit accounted for costs using the pay-as-you-go methodology. To claim that it would now be burdensome to account for the plan using different accounting methods is therefore inaccurate.

We suggest that Palmetto consult with CMS (the cognizant Federal agency) to explore whether a retroactive plan amendment is permissible and what effects such an amendment would have on future cost accounting periods. We maintain that our finding and recommendation, as stated, remain valid and solidly supported by Federal regulations.

⁵ *Review of Excess Plan Costs Claimed by Blue Cross Blue Shield of South Carolina for Medicare Reimbursement for Fiscal Years 1996 – 2004* (A-07-07-00235, issued October 18, 2007).

APPENDIX A: AUDIT SCOPE AND METHODOLOGY

SCOPE

We reviewed \$1,642,200 of Excess Plan costs that Palmetto claimed for Medicare reimbursement on its FACPs for FYs 2005 through 2011.

Achieving our objective did not require that we review Palmetto's overall internal control structure. We reviewed the internal controls related to the Excess Plan costs claimed for Medicare reimbursement to ensure that those costs were allocable in accordance with the CAS and allowable in accordance with the FAR.

We conducted our audit work in July 2013.

METHODOLOGY

To accomplish our objective, we:

- reviewed the portions of the FAR, CAS, and Medicare contracts applicable to this audit;
- reviewed BCBS South Carolina's plan document;
- reviewed accounting records and information provided by Palmetto to identify the amount of Excess Plan costs claimed for Medicare reimbursement for FYs 2005 through 2011;
- reviewed total company benefit payment information and total company salary information provided by BCBS South Carolina for the Excess Plan;
- using the information provided by BCBS South Carolina, determined the amount of benefits paid to participants in accordance with Federal regulations;
- calculated allowable Excess Plan costs in accordance with applicable provisions of the FAR and the CAS; and
- provided the results of our review to Palmetto officials on May 19, 2014.

We performed this review in conjunction with the following audit and used the information obtained during this audit: *Blue Cross Blue Shield of South Carolina Overstated Its Allocable Medicare Excess Plan Costs for Calendar Years 2006 Through 2011 (A-07-14-00445)*.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

APPENDIX B: FEDERAL REQUIREMENTS RELATED TO REIMBURSEMENT OF EXCESS PLAN COSTS

FAR 31.001 defines a pension plan as follows:

“Pension plan” means a deferred compensation plan established and maintained by one or more employers to provide systematically for the payment of benefits to plan participants after their retirements, provided that the benefits are paid for life or are payable for life at the option of the employees. Additional benefits such as permanent and total disability and death payments, and survivorship payments to beneficiaries of deceased employees, may be an integral part of a pension plan.

FAR 31.001 also defines deferred compensation as follows:

“Deferred compensation” means an award made by an employer to compensate an employee in a future cost accounting period or periods for services rendered in one or more cost accounting periods before the date of the receipt of compensation by the employee. This definition shall not include the amount of year end accruals for salaries, wages, or bonuses that are to be paid within a reasonable period of time after the end of a cost accounting period.

The allowability of costs for deferred compensation plans is governed by FAR 31.205-6. FAR 31.205-6(k) states that costs shall be measured, assigned, and allocated in accordance with CAS 415.

Federal regulations (CAS 415.40(a)) state that the cost of deferred compensation shall be assigned to the cost accounting period in which the contractor incurs an obligation to compensate the employee. In the event no obligation is incurred prior to payment, the cost shall be assigned to the cost accounting period in which the payment is made.

Federal regulations (CAS 415.50(a)) state:

The contractor shall be deemed to have incurred an obligation for the cost of deferred compensation when all of the following conditions have been met. However, for awards which require that the employee perform future service in order to receive the benefits, the obligation is deemed to have been incurred as the future service is performed for that part of the award attributable to such future service:

- (1) There is a requirement to make the future payment(s) which the contractor cannot unilaterally avoid.
- (2) The deferred compensation award is to be satisfied by a future payment of money, other assets, or shares of stock of the contractor.
- (3) The amount of the future payment can be measured with reasonable accuracy.

- (4) The recipient of the award is known.
- (5) If the terms of the award require that certain events must occur before an employee is entitled to receive the benefits, there is a reasonable probability that such events will occur.
- (6) For stock options, there must be a reasonable probability that the options ultimately will be exercised.

Federal regulations (CAS 415.50(b)) state: “If any of the conditions in [CAS 415.50(a)] is not met, the cost of deferred compensation shall be assignable only to the cost accounting period or periods in which the compensation is paid to the employee.”

APPENDIX C: AUDITEE COMMENTS



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JOE WRIGHT
Vice President and CFO

October 23, 2014

Mr. Patrick J. Cogley
Regional Inspector General for Audit Services
Office of Audit Services, Region VII
601 East 12th Street, Room 0429
Kansas City, MO 64106

Re: Report Number A-07-14-00443

Dear Mr. Cogley:

We are responding to the U.S. Department of Health and Human Services, Office of Inspector General, draft report dated October 21, 2014 and entitled *Palmetto Government Benefits Administrator, LLC, Claimed Unallowable Medicare Excess Plan Costs for Fiscal Years 2005 Through 2011*.

The report contains the following recommendation:

We recommend that Palmetto revise its FACPs for FYs 2005 through 2011 to reduce its claimed Medicare Excess Plan costs by \$1,306,675.

We do not concur with the recommendation and offer an alternative corrective action. Our reason for non-concurrence is two-fold. First, and most significantly, the change to the Excess Plan was unintentional. The amendment was made to conform the Excess Plan election options to those provided under the Preferred Savings Plan (our non-qualified defined contribution plan) and thereby simplify elections for our retirees. The amendment would enable them to manage both of their nonqualified plans with one election. Of course the intent was that the plan would continue to be recognized as a pension plan but, unfortunately, we did not consider that removing the life time payout option would change this status.

Second, since we are in the process of amending the plan to reinstate the lifetime payout which will make the plan FAR compliant as a pension plan it would be burdensome to account for the plan as being initially FAR compliant followed by a noncompliant period and then finally revert back to being FAR compliant again. This would create the need for future calculations to account for the plan as a deferred compensation plan as well as a pension plan.

Our alternative action is to correct our inadvertent change to the Excess Plan by restoring the offer of a benefit that is payable for life at the option of the employee. This amendment is not complicated and will be completed as soon as possible. We request that this corrective action be considered effective retroactively to the effective date of the amendment removing the lifetime payout option. Further, we have established a policy that our defined benefit plans may not be amended without considering the CAS effects to avoid any future unintended changes to our plans such as this.

Mr. Patrick J. Cogley
October 23, 2014
Page Two

We appreciate the opportunity to comment on the recommendation. Please let me know if you have questions or need additional information regarding our response. My contact information is 803-763-5544 or joe.wright@palmettogba.com.

Sincerely,

A handwritten signature in black ink that reads "Joe Wright". The signature is written in a cursive style with a large, stylized "J" and "W".

cc: Bruce Hughes, Celerian Group
Joe Johnson, Palmetto GBA