

## ***Advantage Health 401(k) Plan*** **Summary Plan Description**

This booklet is a Summary Plan Description (SPD) and summarizes the important information contained in the Advantage Health 401(k) Plan (Plan) as in effect on January 1, 2009. This booklet applies to all employees of the Employer except physicians and Highly Compensated Employees.

The information contained in this SPD is accurate as of January 2009. The provisions of the Plan described in this SPD may be changed from time to time. The most current version of the SPD will always be posted on the Retirement Program website at <https://retirementprogram.trinity-health.org>. If you are unable to access the website or to print a copy of the SPD from the website, you may request one from Diversified Investment Advisors by calling 800.394.5240 or by:

- E-mail at [ClarkKat@trinity-health.org](mailto:ClarkKat@trinity-health.org), or
- Regular mail at Advantage Health, 245 State Street SE, Suite 300, Attn: Kathy Clark, Grand Rapids, MI 49503.

This SPD is not intended to describe every possible situation that could occur, but it does address most situations. If there is a conflict between any of the information in this SPD and the terms of the applicable Plan documents, the Plan documents will govern. The formal Plan documents are the only sources upon which you may properly rely to determine your benefits and rights under the Plan. The Plan has changed several times over the years and may be amended again in the future. Your rights are determined by the Plan in effect at the time you terminate employment.

At any time, you may review or obtain a copy of the current Plan documents, or a previous Plan document if relevant to you. To do so, contact your local Human Resource representative. Although a Human Resource representative will help you obtain information about your Plan, they cannot make a binding determination as to your rights or benefits under the Plan. Only the Plan Administrator of the Plan has that right.

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## DEFINITIONS

The following provides you with definitions of many of the terms used throughout this SPD. These words, when capitalized, have the meaning set forth below.

**Beneficiary** — The person you designate to receive your Plan benefit after your death. Your surviving spouse is your Beneficiary if you are married. If you are married, you may select a Beneficiary other than your spouse, but only with the consent of your spouse. If you are married and designate your spouse as your Beneficiary, and your marriage is later terminated, your spouse will remain your Beneficiary unless and until you change your Beneficiary. If you are not married, you must select a person or persons to be your Beneficiary. If there is no spouse or designated Beneficiary, death benefits will be paid to your estate. You may designate your Beneficiary and change your Beneficiary by contacting your local Diversified representative, calling Diversified at 800.394.5240, or logging onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. You may also designate your Beneficiary and change your Beneficiary by using a Beneficiary designation form. To obtain a Beneficiary designation form for the Plan, contact your local Diversified representative, call Diversified at 800.394.5240, or log onto the Retirement Program website at <https://retirementprogram.trinity-health.org>.

To the extent permitted by applicable law, if your surviving spouse or other designated Beneficiary is convicted of a crime of having caused your death (i.e., murder, manslaughter or a similar crime), such Beneficiary shall not be entitled to receive your Plan benefit after your death. Your remaining named Beneficiary(ies) or contingent Beneficiary(ies) (or, if none, your estate) shall receive your Plan benefit after your death. In addition, if your surviving spouse or other designated Beneficiary who would otherwise receive some or all of your Plan benefit after your death is charged with a crime of having caused your death, his/her share of your Plan benefit shall not be payable until the criminal case is resolved through conviction or acquittal.

**Break in Service** — A Plan Year during which you complete 500 or fewer Hours of Service.

**Code** — The Internal Revenue Code of 1986, as amended.

**Compensation** — Compensation generally means your W-2 wages for a year plus your 401(k) elective contributions and any contributions you make to your Employer's flexible benefit plan that year, less any severance pay, cashouts of paid time off, if applicable, and other special payments that year. For a detailed description of what is considered as Compensation, please refer to Appendix A.

The Compensation used for determining benefits in the Plan is limited by the federal government. The limit is \$245,000 for 2009 and may be adjusted for inflation in future years.

**Disability** — Disability means total and permanent disability. You are deemed totally and permanently disabled when (a) a determination has been made by the United States government or an agency thereof that you are entitled to Social Security disability benefits, or (b) you are entitled to disability benefits under any group long-term disability plan sponsored by the Employer, as determined under the terms of such plan.

**Employer** — Advantage Health is the sponsoring employer of the Plan. The Employers in this Plan include Advantage Health and Advantage Health Physicians, P.C. and any other entity that adopts the Plan with the consent of Advantage Health. The level of benefits provided may vary from Employer to Employer.

**Employer Discretionary Contribution** — Your Employer may make an Employer Discretionary Contribution on your behalf to the Plan each Plan Year. The amount, if any, your Employer contributes as an Employer Discretionary Contribution for a Plan Year will be determined in the Employer's sole discretion.

**Employer Matching Contribution** — If you are a non-physician, non-Highly Compensated Employee, your Employer may make an Employer Matching Contribution on your behalf to the Plan each Plan Year. If your Employer makes an Employer Matching Contribution to the Plan for a Plan Year, the amount of the contribution will be 100% of the first \$500 in pre-tax contributions you make to the Plan for the Plan Year, plus 50% of every additional dollar of pre-tax contributions you make to the Plan for the Plan Year in excess of \$500. The maximum Employer Matching Contribution that your Employer will make to the Plan on your behalf for a Plan Year is 2% of your Compensation from your Employer for the Plan Year or \$500, whichever is greater. The maximum Employer Matching Contribution **includes** the initial \$500.

**Employer Special Contribution** — Your Employer may make an Employer Special Contribution on your behalf to the Plan each Plan Year. The amount, if any, your Employer contributes as an Employer Special Contribution for a Plan Year will be determined in the Employer's sole discretion.

**Highly Compensated Employee** — An employee who:

- a) was a 5% owner at any time during the year or the preceding year, or
- b) for the preceding year had compensation in excess of \$105,000 for 2009, as adjusted under Code Section 415(d).

Please refer to the Plan for more information.

**Hours of Service** — Each hour you work and are paid, or entitled to be paid, by an Employer. Hours of Service also include other hours you are paid by your Employer, such as vacations, holidays, sick leave, jury duty, military duty, and approved leaves of absence, up to a maximum of 501 hours for any continuous period. You do not earn Hours of Service for time during which you receive workers' compensation, unemployment compensation, and medical reimbursement payments, or for vacation or paid time off (PTO) payments that are cashed out annually or at termination of employment. For a detailed description of what are considered as Hours of Service, please refer to Appendix A.

**Normal Retirement Age** — Age 59½.

**Plan** — The Advantage Health 401(k) Plan.

**Plan Year** — Same as a calendar year, January 1 – December 31.

**Related Employer** — A controlled group of corporations (as defined in Code Section 414(b)), trades or business (whether or not incorporated) which are under common control (as defined in Code Section 414(c)), or an affiliated service group (as defined in Code Sections 414(m) and (o)). If an Employer is a member of a group of Related Employers, the term “Employer” includes the Related Employers for several Plan purposes including crediting Hours of Service and determining Years of Vesting Service, Years of Credited Service, and Breaks in Service. However, only an Employer may make contributions to the Plan, and only an employee employed by an Employer is eligible to participate in this Plan.

**Year of Credited Service** — You receive a Year of Credited Service for each Plan Year beginning on or after January 1, 1997, during which you are credited with at least 2,000 Hours of Service. If you are credited with less than 2,000 Hours of Service for any Plan Year beginning on or after January 1, 1997, you receive credit for a fractional Year of Credited Service based on the fraction whose numerator is the number of your Hours of Service for the Plan Year and the denominator of which is 2,000. For Plan Years beginning before January 1, 1997, you receive a Year of Credited Service for each twelve (12) month period of service with an Employer or a Related Employer (for the period during which the employers are Related Employers), and 1/12 of a Year of Credited Service for each month (fewer than twelve (12)) during which you performed any service for an Employer or a predecessor to an Employer. If you were employed by an Employer as of January 1, 2003, all of your periods of employment with an Employer or a predecessor to an Employer shall be counted as Years of Credited Service. If you were hired by an Employer after January 1, 2003, and you have a Break in Service, your Years of Credited Service do not include any service performed before 2003 unless your Break in Service was less than six (6) months. All Years of Credited Service earned after 2003 shall count unless you have 5 consecutive Breaks in Service. If you have 5 or more consecutive Breaks in Service, any Years of Credited Service

you earned before the Break in Service shall not count for purposes of determining your Years of Credited Service earned after your re-employment following such 5 or more consecutive Break in Service. Years of Credited Service are used to calculate the amount of an Employer Special Contribution, if any, that will be credited to your Plan account.

**Year of Vesting Service** — Determines your eligibility to receive your Plan account balance upon your termination of employment. You earn one Year of Vesting Service for each 12-month period of service with an Employer.

Effective January 1, 2005, in determining Years of Vesting Service, the Plan shall take into account all years of service an employee completes with Sisters of Mercy Health Care, provided the employee transferred directly from Sisters of Mercy Health Care to employment with an Employer.

## **Advantage Health 401(k) Plan**

### **WHAT IS THE ADVANTAGE HEALTH 401(K) PLAN?**

The Advantage Health 401(k) Plan is a 401(k) plan where employees may elect to defer a portion of current wages on a pre-tax basis. The term “401(k)” refers to the section of the Code that permits the tax deferral of wages into a retirement savings plan.

### **WHO IS ELIGIBLE FOR THE PLAN?**

All employees of participating Employers are eligible to become participants in the Plan at their date of hire except leased employees and independent contractors.

### **WHEN MAY I FIRST PARTICIPATE IN THE PLAN?**

You may enroll in the Plan any time after your date of hire. Your pre-tax contributions will be deducted as soon as administratively practicable from your first paycheck following your enrollment. You may change an existing contribution agreement at any time and you may stop contributions at any time. To enroll in the Plan, please contact your local Diversified Investment Advisors representative, call 800.394.5240, or log onto the Retirement Program website at <https://retirementprogram.trinity-health.org>.

### **HOW DO I MAKE CONTRIBUTIONS?**

When you sign up for the Plan, you indicate how much you want to contribute each payroll period. You may contribute a percentage of pay or a flat dollar amount not to exceed 75% of your Compensation on a pre-tax basis. You can start, increase, decrease, or stop your payroll deduction contributions at any time. To make a change in your pre-tax contributions, please contact your local Diversified On-Site Representative, call Diversified at 800.394.5240, or log onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. For additional information, contact your local Diversified representative or call Diversified at 800.394.5240.

### **WHAT ARE THE TAX BENEFITS?**

If you make pre-tax contributions, you receive an immediate tax savings because federal and state income taxes are not withheld on employees’ pre-tax contributions to the Plan. (Pre-tax contributions to the Plan are subject to “FICA” or Social Security and Medicare taxes and to some local income taxes.) All earnings accumulate on a tax-deferred basis as well. Your pre-tax contributions and earnings become taxable income only when distributed to you. Distributions normally begin at retirement, when you may be in a lower tax bracket, and thus you may pay lower taxes on your retirement income.

Depending on your income level, you also may be eligible for additional tax savings if you qualify for the federal tax credit. Please see your tax advisor to determine if you are eligible.

### **IS THERE A MAXIMUM AMOUNT I MAY CONTRIBUTE?**

Yes. You may make pre-tax contributions up to the annual maximum permitted by law. The maximum legal limit is currently \$16,500 (2009) and is likely to increase in future years. The Plan also has a contribution limit of 75% of Compensation. If employee contributions to the Plan exceed either the legal or Plan limits, the excess will be returned to the affected employees within the time period allowed by law.

Furthermore, pre-tax contributions of Highly Compensated Employees may be limited by the percentage of annual compensation that will meet the non-discrimination provisions of Code Section 401(k) and other related regulations. Affected employees will be informed if contributions must be limited or refunded under these rules.

### **Catch-Up Contributions**

If you are at least age 50 at any time during the year, you may contribute up to an additional \$5,500 (annual amount for 2009). This is referred to as a catch-up contribution. The catch-up contribution limit is subject to cost-of-living adjustments each year in \$500 increments.

### **ARE MY CONTRIBUTIONS MATCHED?**

If you make contributions to the Plan and you are a non-physician, non-Highly Compensated Employee, your Employer may make a matching contribution to the Plan on your behalf. If your Employer makes a matching contribution to the Plan for a Plan Year, it will match your pre-tax contributions at 100% on the first \$500 you contribute for the Plan Year, plus 50% on any additional pre-tax contributions you make to the Plan for the Plan Year over \$500 up to 2% of your Compensation or \$500, whichever is greater. The maximum Employer Matching Contribution includes the initial \$500.

**Employer Matching Contribution Example:**

- Assume Mary earns \$32,000 a year.
- Mary contributes \$1,000 a year to the Plan on a pre-tax basis.
- The maximum match is 2% of Compensation or \$500, whichever is greater.
- The maximum Employer Matching Contribution Mary can receive would be  $\$32,000 \times 2\%$ , or \$640.
- The actual Employer Matching Contribution Mary will receive is \$640, as shown below.

**Here's how Mary's total Employer Matching Contribution is determined.**

Formula	Compensation	Contribution	Match
<b>1<sup>st</sup> Quarter:</b> Mary's contribution for the 1 <sup>st</sup> quarter is \$500. Multiply Mary's 1 <sup>st</sup> quarter contributions by 100% ( $\$500 \times 100\%$ ) to get the dollar-for-dollar match on the first \$500.	\$8,000	\$500	\$500
<b>2<sup>nd</sup> Quarter:</b> Mary's contribution for the 2 <sup>nd</sup> quarter is \$500. Multiply Mary's 2 <sup>nd</sup> quarter contributions by 50% ( $\$500 \times .50 = \$250$ ) to get the match on the contributions over \$500. However, no additional Match is made at this time because the match is capped at \$500 or 2% of Compensation ( $\$16,000 \times .02 = \$230$ ) whichever is greater.	\$8,000	\$500	\$0
<b>3<sup>rd</sup> Quarter:</b> Mary does not make a contribution. No additional Match is made because the match is capped at \$500 or 2% of Compensation ( $\$24,000 \times .02 = \$480$ ) whichever is greater.	\$8,000	\$0	\$0
<b>4<sup>th</sup> Quarter:</b> Mary does not make a contribution but she receives an additional Match contribution in the 4 <sup>th</sup> quarter. Multiply Mary's year-to-date contributions over \$500 by 50% ( $\$500 \times .50 = \$250$ ) to get the Match on the contributions over \$500. Mary's compensation is \$32,000 so the Match is capped at \$640 ( $\$500$ or 2% of \$32,000 whichever is greater). Mary receives an additional Match of \$140 ( $\$640 - \$500 = \$140$ ).	\$8,000	\$0	\$140
Total Amounts for the Year are:	\$32,000	\$1,000	\$640

*Mary's contributions and Employer Matching Contributions will be made to her Plan account.*

## **WILL MY EMPLOYER MAKE ANY OTHER CONTRIBUTIONS TO MY ACCOUNT IN THE PLAN?**

### **Employer Discretionary Contributions**

In addition to Employer Matching Contributions, your Employer may make an Employer Discretionary Contribution to your account in the Plan. Your Employer has the sole discretion to determine the amount, if any, of an Employer Discretionary Contribution it will make to the Plan for a Plan Year. Any Employer Discretionary Contribution made for a Plan Year shall be allocated to a participant in the same proportion that such participant's Compensation for that Plan Year bears to the total Compensation of all participants for that Plan Year. In order to receive an allocation of any Employer Discretionary Contribution made to the Plan for a Plan Year, you must be employed by an Employer on the last day of the Plan Year or your employment with your Employer must have terminated during the Plan Year on or after you reached age 59½ or due to your death or Disability.

### **Employer Special Contributions**

Your Employer may also make an Employer Special Contribution to your account in the Plan. Your Employer has the sole discretion to determine the amount, if any, of an Employer Special Contribution it will make to the Plan for a Plan Year.

If your Employer makes an Employer Special Contribution to the Plan for a Plan Year, you are eligible to receive a portion of the Employer Special Contribution if:

- You are a participant and an employee of the Employer,
- You are not employed as a physician, an on-call resource, or contingent employee,
- You are not a Highly Compensated Employee, and
- You are employed on the last day of the Plan Year prior to the Plan Year for which the Employer Special Contribution is made.

An Employer Special Contribution, if any, for a Plan Year shall be allocated in the same ratio that your Allocation Units bear to the total Allocation Units of all participants. You receive a number of "Allocation Units" equal to your full and partial Years of Credited Service as of the end of the Plan Year prior to the Plan Year for which the Employer Special Contribution is being made. You also receive the following Allocation Units based on your Compensation for the Plan Year prior to the Plan Year for which the Employer Special Contribution is made:

<u>Compensation</u>	<u>Allocation Units Earned</u>
First \$10,000	10
Next \$10,000	7
Next \$10,000	5
Next \$10,000	3
Each additional \$10,000, if any	1

Your Employer has the sole discretion to determine if it will make an Employer Special Contribution to the Plan for a Plan Year.

**Employer Special Contribution Example:**

- Henry has 10 Years of Credited Service as of December 31, 2008.
- Henry earned \$32,000 during the 2008 calendar year.
- There are 3,200 total Allocation Units as of December 31, 2008.
- The total Employer Special Contribution for the 2009 Plan Year is \$20,000.
- The portion of the Employer Special Contribution that will be allocated to Henry’s Plan account for the 2009 Plan Year is \$200, as shown below.

**Here’s how Henry’s Employer Special Contribution is determined.**

- Henry has 32 Allocation Units (10 Allocation Units based on his 10 Years of Credited Service as of December 31, 2008 and 22 Allocation Units based on his Compensation for the 2008 Plan Year).
- $32/3,200 = 1\%$ .
- $1\% \times \$20,000 = \$200$ .

**WHEN DO I BECOME VESTED?**

You are always 100% vested in any pre-tax contributions, Employer Matching Contributions, and/or Employer Discretionary Contributions, if any, regardless of your length of service. You become vested in your Employer Special Contributions, if any, when you attain age 59½ while still actively working for an Employer, if your employment with your Employer terminates due to your death or Disability, or in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Employer Special Contribution Account Percent Nonforfeitable</u>
Less than one (1)	0%
At least one (1) but less than two (2)	20%
At least two (2) but less than three (3)	40%
At least three (3) but less than four (4)	60%
At least four (4) but less than five (5)	80%
At least five (5) or more	100%

## **WHO IS THE PLAN'S SERVICE PROVIDER?**

Diversified Investment Advisors (Diversified) is the Plan's service provider. Diversified has assigned representatives to the Employer to assist in enrolling employees and meeting their ongoing service needs. To contact a Diversified representative, call 800.394.5240, visit the Retirement Program website at <https://retirementprogram.trinity-health.org>, or contact the Diversified On-Site Representative that may be assigned to your location.

## **WHAT INVESTMENT OPTIONS ARE AVAILABLE?**

The Plan was designed to offer participants a wide variety of investment options, flexibility, and, depending on the investment option(s) you select, the potential for higher returns (with additional risk) as compared to a fixed interest product alone. The Plan offers a range of investment options that may be used to help meet almost any investment goal and level of risk tolerance.

There are several investment options available through the Plan, plus the option to elect to participate in the Charles Schwab self-directed Personal Choice Retirement Account (PCRA). The PCRA gives you access to over 2,000 additional investment options. If you elect the PCRA option, you will pay a flat annual account fee of \$50, which is deducted from your Diversified account each January. All contributions are first made directly to Diversified and then can be transferred to the PCRA by contacting Diversified at 800.394.5240, or via the Retirement Program website at <https://retirementprogram.trinity-health.org>. More information about the PCRA can be found in the Schwab PCRA brochure, available from the Retirement Program website at <https://retirementprogram.trinity-health.org>.

Information about the investment options provided under the Plan can be obtained from the Retirement Program website at <https://retirementprogram.trinity-health.org>. Each of these investment options has a specific investment objective and associated risk level. For more detailed information about the funds or to request a prospectus, please contact your local Diversified On-Site Representative or call Diversified at 800.394.5240.

## **ARE LOANS AVAILABLE FROM MY PRE-TAX ACCOUNT?**

Yes, you may obtain a loan from the Plan by calling Diversified at 800.394.5240 or by logging onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. All loans will be made in accordance with the following guidelines:

### **Minimum Loan**

The minimum loan is \$500.

### **Maximum Loan**

The maximum amount you may borrow is determined by your account balance. You may borrow up to the lesser of 50% of your Plan account balance (excluding amounts attributable to Employer Matching Contributions, Employer Discretionary Contributions, and Employer Special Contributions) or \$50,000 reduced by your highest outstanding loan balance during the past 12 months.

### **Loan Processing Fee**

You will be charged a one-time fee of \$75. This fee will be deducted from the balance of your account.

### **Loan Modeling**

To receive information on the maximum loan amount available, interest rates, repayment schedules for various loan amounts, and loan durations for a new or existing loan, you may call Diversified at 800.394.5240. Contact the Plan Administrator for additional information.

### **Duration**

You can elect to pay back the loan in one to five years for general purpose loans with payments made via payroll deduction each pay period. If the loan is used to purchase your principal residence, you can extend the repayment schedule up to a maximum of 15 years. The repayment schedule may also be extended for periods of your “qualified military service.”

### **Source of Assets**

Plan loan assets are borrowed on a fund basis starting with the most conservative fund you are invested in at the time of the loan. Employee pre-tax contributions and rollover amounts are used to satisfy the amount of the loan requested. If you want to borrow money you have invested in the Schwab account, you must first transfer this money back to Diversified.

### **Interest Rate**

The interest rate charged to you on a Plan loan is the prime rate plus 1% as reported in *The Wall Street Journal* as of the date the loan is originated. The interest rate is generally fixed for the entire term of the

loan. However, the interest rate may be adjusted during a period of military leave to the extent required by law. Contact the Plan Administrator for additional information.

### **Number of Loans**

You may have only one Plan loan outstanding at any one time, subject to the maximum dollar amount loan restrictions.

### **Promissory Note**

If you choose to receive the loan proceeds by Direct Deposit (ACH) into your checking or savings account, you must electronically sign a Loan Note and Security Agreement. The Loan Note and Security Agreement will contain a promissory note, security agreement, and truth-in-lending disclosures. If you choose to receive the loan proceeds by check, you will receive a promissory note, security agreement, and truth-in-lending disclosures as a result of your loan request. By endorsing or negotiating the loan check you agree to the terms of the promissory note and security agreement.

### **Payroll Deduction Repayments**

Loan payments will be withheld from your paycheck and are remitted by the Employer with each deposit to Diversified. The payroll repayment frequency may be weekly, bi-weekly, semi-monthly, or monthly, depending on the Employer's payroll cycle.

### **Prepayment Restriction**

Repayment in full can be made at any time.

### **Termination**

If you have an outstanding loan when you separate from service and postpone the distribution of your Plan account balance, you must contact Diversified at 800.394.5240 to make arrangements for continued repayments.

### **Default**

If a participant misses a loan payment during a calendar quarter, the loan is considered late. Unless the late payment is corrected in a timely manner, the remaining outstanding loan balance plus accrued interest will be reported as a taxable "deemed" distribution to the participant.

To correct missed loan payments, the payments must be received by Diversified prior to the last day of the quarter following the quarter in which the payments were missed. Missed payments can be made up by increasing the payroll deduction amount as a multiple of the standard repayment amount or by having the participant remit his/her missed payment to Diversified.

If the missed payments are not received by the last day of the quarter following the quarter in which payment was due, the loan will be in default, and the participant will receive a Form 1099R from Diversified. The 1099R will report the amount of the principal outstanding, plus accrued interest through the date of default, which must be included as taxable income when the participant files his/her tax return. The Plan will continue to carry this loan, for purposes of calculating the amount available for future loans, as a “defaulted loan” until the participant has a distributable event such as termination of employment or retirement. A participant will be prohibited from taking out a new loan from the Plan after they have defaulted on a prior loan.

You may not be required to make loan payments during your “qualified military service”, and your failure to make payments during a period of “qualified military service” may not cause you to default on a loan. Contact the Plan Administrator for more information.

### **CAN I WITHDRAW FUNDS FROM MY PRE-TAX ACCOUNT IF I SUFFER A FINANCIAL HARDSHIP?**

Hardship withdrawals are governed by tax law and the Plan provisions. Withdrawals will be permitted only in cases of immediate and significant financial need, where the funds are not readily available from other sources. A hardship withdrawal is limited to your contributions, including rollover contributions, and generally will not include any of the investment earnings. Early withdrawals (prior to age 59½) are normally subject to a 10% IRS early distribution tax and ordinary taxation. Unless a participant elects otherwise, a 10% income tax will be withheld from his/her hardship distribution. Only one hardship withdrawal request is permitted during any one Plan Year. If approved for a hardship withdrawal, you must cease all pre-tax contributions to the Plan for a period of six months.

Hardship distributions are allowed only for the following:

- Payment of uninsured medical and/or hospital expenses for the participant, spouse, or dependents,
- Purchase of a participant’s principal residence (excluding mortgage payments),
- Prevention of eviction from or foreclosure on the mortgage of a participant’s principal residence,
- Paying post-secondary education expenses for up to the next 12 months for a participant, spouse, or dependents,
- Payment of funeral or burial expenses for the participant’s deceased parent, spouse, child, or other dependent, or
- Payment of expenses to repair damage to the participant’s principal residence that would qualify for a

casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

To qualify for a hardship distribution, you must make sure no other resources of funds are reasonably available ***and*** must first obtain all available distributions and all non-taxable loans, including loans available under the Plan.

A financial hardship cannot exceed the amount required to meet the financial need created by the hardship, but may include monies necessary to pay federal, state, or local income tax and penalties resulting from the distribution.

### **ARE THERE OTHER INSTANCES IN WHICH A WITHDRAWAL FROM MY PRE-TAX ACCOUNT IS PERMITTED?**

Upon the attainment of age 59½, one time per calendar quarter you may elect a distribution for any reason of all or a portion of your vested account balance. Such distributions are governed by tax law. The distribution is subject to normal income tax, but the 10% early distribution tax is not applied.

### **WHEN CAN BENEFITS BE PAID?**

Your own contributions and vested Employer contributions are generally payable in the event of termination, retirement, reaching age 59½, death, or Disability.

### **Termination of Participation for Any Other Reason**

All employees who have a severance from employment may contact Diversified to discuss the distribution of their Plan account balances.

- When you separate from service, you may, but are not required to, elect a distribution of your account balance in one of the forms described in this SPD. You can request the forms required for a distribution by contacting Diversified.
- You are required to start receiving minimum distributions from your Plan account by the April 1<sup>st</sup> of the year following the later of:
  - The year you retire, or
  - The year you attain age 70½.

A request for benefit payments will be submitted to Diversified, who shall make a determination of your right to benefit payments. If your request is fully or partially denied, you will receive written notice giving the reason(s) for the denial within 90 days (or 180 days if special circumstances exist).

## **WHAT ARE THE BENEFIT PAYMENT OPTIONS?**

Any Plan benefit other than a death benefit will be paid to you in the form you elect at the time the benefit becomes payable. When electing your form of benefit, you may choose one of the following options:

- A single lump sum,
- Installment payments over a specified number of years not to exceed the combined lives or life expectancies of you and your spouse or other designated Beneficiary,
- A direct rollover to another qualified retirement plan or IRA, or
- A series of partial lump sum distributions of at least \$500. Only one partial lump sum distribution is permitted each calendar quarter.

### **Death Benefits**

In general, if you are married at the time of your death, benefits from the Plan will be paid to your surviving spouse in one of the following forms as elected by you prior to your death:

- A lump sum,
- Installment payments over a specified number of years not to exceed the life or life expectancy of your spouse, or
- Direct rollover to another qualified plan or IRA.

If a participant dies after distribution of his/her account has begun, the remaining portion of the account will continue to be distributed at least as rapidly as under the method of distribution being used prior to the participant's death. If you are not married at the time of your death, benefits from the Plan will be paid to your Beneficiary on record with Diversified in a lump sum, partial lump sum, installment payments, or a direct rollover to an IRA that will be treated as an "inherited IRA."

## **WHAT IF A CLAIM FOR BENEFIT PAYMENTS IS DENIED?**

The Plan Administrator is responsible for determining the amounts payable from the Plan and advising each participant or Beneficiary of those amounts. If your request for benefit payments is denied, you or your authorized representative has the right to request a review of the denial. A written appeal must be made to the Plan Administrator within 60 days of receipt of the written notice of denial; otherwise you will be deemed to have waived your right to appeal. In your appeal, you may include any other information you consider pertinent to the Plan Administrator's reconsideration of your request. You or your designated representative may review all Plan documents and other papers that affect the claim. You will receive a written notification of the Plan Administrator's decision within 60 days of your appeal

(120 days in special circumstances). The final determination notice will inform you of the decision and the specific reasons for the decision, including references to Plan provisions upon which the determination is based.

### **HOW ARE FORFEITURES ALLOCATED?**

Forfeitures will occur when a participant who is not vested in Employer Special Contributions terminates employment. Forfeitures of non-vested Employer Special Contributions are applied to reduce Employer Matching Contributions, Employer Discretionary Contributions, and/or Employer Special Contributions, or to pay administrative expenses of the Plan.

### **CAN AMOUNTS ACCUMULATED UNDER THIS PLAN BE TRANSFERRED TO ANOTHER PLAN?**

Yes, if you terminate employment with your Employer, your vested Plan account balance can be directly rolled over to another employer's qualified retirement plan, 403(b) plan or certain governmental 457(b) plans (if the plan you select accepts rollovers), or to an IRA. This procedure would avoid the 10% early distribution penalty that may apply as well as current income taxation of the amount transferred (including the 20% mandatory withholding tax).

### **CAN I TRANSFER FUNDS FROM OTHER QUALIFIED PLANS TO THIS PLAN?**

Yes, you may rollover or transfer amounts tax free to the Plan directly from another employer's 403(b), 401(k) or other qualified plan, an IRA, or any other source permitted by law.

### **WHAT HAPPENS TO THE MONEY IN THE PLAN?**

Subject to your investment direction, the funds in the Plan are invested in the investment options described on the Retirement Program website at <https://retirementprogram.trinity-health.org>.

### **WHAT HAPPENS TO MY ACCOUNT IF I LEAVE FOR MILITARY DUTY?**

If you are on military duty and return to employment within the prescribed period of time, you may make any contributions to the Plan that you would have made had you been working during your military leave. Contributions will be based on the Compensation you would have received if you were not on military duty. If this amount of Compensation is not reasonably determinable, Compensation will be based on the average rate of Compensation you received during the twelve months before your military duty began (or, if you were employed less than twelve months before your military duty began, the average rate of Compensation you received during that period of employment). If you decide to make up contributions to your account, the Employer will credit your Plan account with the appropriate Employer Matching

Contribution and interest. Also, if your Employer made any Employer Discretionary and/or Employer Special Contributions while you were on military duty, upon your timely return to employment, your Employer will credit your Plan account with the appropriate Employer Discretionary and/or Employer Special Contributions.

## **WHO CONTROLS THE INVESTMENTS OF THE PLAN?**

You may direct the investment of your account by contacting your local Diversified On-Site Representative, calling Diversified at 800.394.5240, or logging onto the Retirement Program website at <https://retirementprogram.trinity-health.org>. When you direct the investment of your account, your interest in the Plan assets will then be segregated into a separate account, and you will direct the custodian of the Plan assets to invest such segregated account in such investments as the custodian is authorized to invest. In addition to the foregoing, investment directions must be made in accordance with the following procedures, which have been adopted by the Plan Administrator:

1. The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA). The fiduciaries of the Plan may be relieved of liability for losses that are the direct result of investment instructions given by participants.
2. Diversified representatives assigned to the Plan will be responsible for providing information to participants concerning the Plan's investment direction feature.
3. You may direct future investments in your account on a daily basis by using the telephone number provided to you by the Plan Administrator. Transfers of existing assets generally may be made daily.
4. Direct stock investments are not allowed.
5. All participants providing investment direction shall receive the following information from their Diversified representative:
  - a) A description of the investment alternatives available under the Plan and, with respect to each investment alternative, a general description of the investment objectives and risk and return characteristics of each alternative, including information relating to the type and diversification of assets comprising the portfolio of the designated investment alternative.
  - b) A description of any transaction fees and expenses that affect your account balance in connection with purchases or sales of interests in investment alternatives.

- c) In the case of an investment alternative that is subject to the Securities Act of 1933, and in which you previously had no assets invested, you will receive a copy of the most recent prospectus that is provided to the Plan (if any) immediately following your initial investment.
  - d) Voting, tender, and similar rights are passed through to you under the terms of the Plan. Consequently, subsequent to your investment in an investment alternative, you will receive any materials provided to the Plan relating to the exercise of voting, tender, or similar rights that are incidental to the holding of the investment, as well as a description of or reference to Plan provisions relating to the exercise of voting, tender, or similar rights.
6. No investment instructions will be honored where it is clear to the Plan Administrator that to do so would constitute a prohibited transaction or generate taxable income to the Plan.
7. All participants providing investment direction shall receive the information listed below on request:
- a) A description of the annual operating expenses of each designated investment alternative that reduce the rate of return to participants, and the aggregate amount of such expenses expressed as a percentage of average net assets of the investment alternative.
  - b) Copies of any prospectuses, financial statements and reports, and other materials, to the extent such information is provided to the Plan.
  - c) A list of the assets comprising the portfolio of each designated investment alternative that constitute “plan assets,” the value of each such asset, and, with respect to assets that are fixed rate investment contracts issued by a bank, savings and loan, or insurance company, the name of the issuer of the contract, the term of the contract, and the rate of return on the contract.
  - d) Information concerning the value of shares or units in designated investment alternatives, as well as the past and current investment performance of such alternatives, determined net of expenses, on a reasonable and consistent basis.
  - e) Information concerning the value of shares or units in designated investment alternatives held in the account of the participant.

The Plan Administrator has the right to change the service provider and investment options available under the Plan at any time.

**ARE THERE ANY PLAN FEES?**

The fund options have investment management fees. These fees vary by fund and are available in the fund's prospectus. The Investment Review Subcommittee monitors the fund options and fees on a quarterly basis in accordance with the Plan's Investment Policy Statement and makes necessary changes. In addition, if you elect the PCRA option for the investment of your account, you will pay a flat annual account fee. Further, a loan fee may apply if you obtain a loan from the Plan.

**DOES THE FEDERAL GOVERNMENT INSURE MY PLAN BENEFITS?**

The benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation because the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) dealing with plan termination insurance do not apply to this type of plan.

## **Plan Legal Information**

### **WHAT HAPPENS TO MY PLAN ACCOUNT BALANCE IN THE EVENT I GET DIVORCED AND PART OF THE SETTLEMENT INCLUDES A QUALIFIED DOMESTIC RELATIONS ORDER?**

If you are divorced, the court may enter a Qualified Domestic Relations Order (QDRO). QDROs specify that a part of your retirement benefit be paid to someone else (such as a spouse, former spouse, child, or other dependent). The Plan allows for immediate distribution to alternate payees. All distributions to alternate payees shall be in the form of a single lump sum payment. You will be notified if your Employer receives a QDRO and what effect the QDRO has on your Plan account balance. You may obtain a copy of the Plan's procedures governing QDRO determinations from the Plan Administrator without charge. Model QDRO forms are available.

### **CAN THE PLAN BE AMENDED OR TERMINATED?**

Participation in the Plan is not a guarantee of continued employment with your Employer, nor is it a guarantee that the retirement benefit levels will remain unchanged in future years. Advantage Health intends to continue the Plan indefinitely, but reserves the right to amend or terminate the Plan at any time. If the Plan is wholly or partially terminated, the participants affected will become fully vested in the benefits they earned as of the date of plan termination, and distribution would be made in accordance with provisions of the Plan.

The Plan may not be modified or amended simply by representations, oral or otherwise, that may be made to you concerning the Plan. Accordingly, you should not consider the Plan to have been amended based on assertions made by a supervisor or a human resources representative, for instance. If you believe that you have received information that is contrary to the terms of either the Plan or this SPD, please contact the Plan Administrator for clarification or confirmation.

### **WHAT IS THE PLAN YEAR?**

The Plan Year is the 12-month period commencing on January 1 and ending on December 31.

### **WHAT ARE MY RIGHTS UNDER ERISA?**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

## **Receive Information about Your Plan and Benefits**

You may:

- examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the public disclosure room of the Employee Benefits Security Administration.
- obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan 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 pension benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a pension benefit 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.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan 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 Plan 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 that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if

you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or 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 court 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 is frivolous.

### **For Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan 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 Plan Administrator, you should contact the nearest 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, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 800.998.7542.

### **WHAT HAPPENS TO MY BENEFIT IN A MERGER, CONSOLIDATION, OR TRANSFER?**

If the Plan is merged or consolidated with another plan, or your account balance is transferred to another plan, your retirement benefit under that other plan will be equal to at least the amount to which you would be entitled if the Plan had been terminated just before the change.

### **IS THERE A MAXIMUM BENEFIT?**

The Code limits the maximum annual contributions to the Plan and the Compensation that may be considered under the Plan in a single year. If these maximums affect you, you'll be notified.

## **Important Plan Information**

Advantage Health 401(k) Plan

Plan Number: 003

Employer Identification Number: 38-3146512

Plan Year is the same as calendar year, January 1 – December 31

- **Plan Administrator and Agent For Service of Legal Process**

Advantage Health

Attn: Kathy Clark

245 State Street SE, Suite 300

Grand Rapids, MI 49503

(616) 685-1813

(616) 685-1818 (facsimile)

- **Plan Trustee**

State Street Bank and Trust Company

200 Claredon Road

Boston, MA 02116-5021

- **Service Provider**

Diversified Investment Advisors

4 Manhattanville Road

Purchase, NY 10577

800.394.5240

Type of Plan: Defined Contribution

## Appendix A

Description	Retirement Compensation	Retirement Hours of Service
Base Worked Hours/Compensation		
Base Hourly Wages or Salary	Yes	Yes
Overtime/Double time	Yes	Yes <sup>1</sup>
Back Pay/Lost Wages	Yes	Yes
Retroactive Pay (retroactive pay increase)	Yes	No <sup>2</sup>
Holiday Pay – Worked	Yes	Yes <sup>3</sup>
Leasing Out	Yes	Yes
Educational Opportunity Pay (seminar)	Yes	Yes
Lump Sum Payouts of Compensation when employee is not also getting any base pay	Yes	Yes <sup>4</sup>
Student Stipends Compensation for work when employee is not also receiving base pay (not tuition reimbursement)	Yes	Yes <sup>5</sup>
Base Non-Worked Hours/Compensation		
Holiday Pay – Not Worked	Yes	Yes
Call Back Pay	Yes	Yes
Jury Duty	Yes	Yes
Union Pay (Time spent performing Union duties)	Yes	Yes
Vacation/Sick Pay	Yes	Yes
Bereavement Pay	Yes	Yes
Low Census Paid	Yes	Yes
Suspension Pay – if employee instructed to stay home and continues to be paid while disciplinary dispute is resolved	Yes	Yes
On Call Hours/Compensation		
On Call Paid	Yes	Yes
Stand By Pay	Yes	Yes
On Call Not Paid	No	No

<sup>1</sup> Hours are credited at 1 hour per hour actually worked, regardless of pay multiplier.

<sup>2</sup> Retroactive Pay is additional compensation for hours previously credited, so no additional hours are due.

<sup>3</sup> Hours are credited at 1 hour per hour actually worked, regardless of pay multiplier.

<sup>4</sup> Hours should be pro-rated by dividing lump sum amount by the employee's normal hourly pay rate.

<sup>5</sup> Hours should be pro-rated by dividing lump sum amount by the employee's normal hourly pay rate.

Description	Retirement Compensation	Retirement Hours of Service
Premiums & Differentials <sup>1</sup>		
Call Back Premiums	Yes	No
Overtime Premiums	Yes	No
Charge nurse premium	Yes	No
Baylor Hours – 36 hour work week (nurse works 3 12-hour shifts but is paid for 40 hours – treated as a premium)	Yes	No
Emergency Administrative Pay Paid when employee is called in during exceptional circumstances, such as blizzard conditions	Yes	No
Holiday Premiums	Yes	No
Shift Differentials	Yes	No
Service Differentials	Yes	No
Preceptor (nurse trainer) Pay as hourly differential	Yes	No
Individual Productivity & Incentive Pay <sup>2</sup>		
Administrative duties for salaried employees not addressed by base pay	Yes	Yes
Base Pay that is tied to productivity rather than qualitative results	Yes	Yes
Individual based Incentives, such as pay for RVUs	Yes	Yes
Commissions	Yes	Yes
Piecework	Yes	Yes
Bonuses/Pay for Performance/Team Incentives		
Bonuses (based upon work efforts)	Yes	No
Longevity bonuses	Yes	No
Team Based Incentives	Yes	No
Variable Incentive/Pay for Performance (including SEC exceptional pay at Silver Spring, for non management staff)	Yes	No
Pay at Risk	Yes	No
Gain Sharing	Yes	No
Retention Bonus	No	No
Sign on Bonus	No	No
Referral Bonus	No	No

<sup>1</sup> Premiums and Differentials are earnings codes used to credit additional compensation for hours already credited as base pay; only compensation is mapped.

<sup>2</sup> For pension purposes, the hours will be pro-rated based on on-call compensation divided by base pay rate.

Description	Retirement Compensation	Retirement Hours of Service
Other compensation and awards		
Awards	Yes	No
Bequest for special department	Yes	No
Merit Pay	Yes	No
Honorariums	Yes	No
Lump Sum Payouts of Compensation when employee is also getting base pay	Yes	No
Chaplain Housing allowance <sup>1</sup>	Yes	No
Preceptor (nurse trainer) Pay as lump sum	Yes	No
Student Stipends Compensation for work when employee is also receiving base pay (not tuition reimbursement)	Yes	No
PTO / Sick / Vacation		
PTO actually taken except when employee is also on short term disability (if applicable)	Yes	Yes
Salary continuation in lieu of PTO for Executives (if applicable)	Yes	Yes
PTO paid at severance (termination), paid when status changes, involuntary cash outs of PTO (if applicable)	401k/403b only	No
FMLA leave – regular salary paid (if applicable); <i>Includes new “Military care” FMLA</i>	Yes	Yes
FMLA leave – regular salary not paid (if applicable)	No	No
Transfer of PTO to an associate (if applicable)	No	No
Cash in of PTO (sell back of PTO at open enrollment) (if applicable)	No	No
PTO and Sick Bank paid supplemental to Short Term Disability (not paid at term) <sup>2</sup> (if applicable)	401k/403b only	No
PTO and Sick Bank paid supplemental to Workers Compensation (not paid at term) (if applicable)	Yes	Yes
Taxable Donations from PTO to a Charity (if applicable)	401k/403b only	No

<sup>1</sup> Chaplain housing allowances are credited only when actually paid to the chaplain; when housing is paid for by the Employer and the chaplain’s gross compensation is adjusted for tax purposes no credit is given.

<sup>2</sup> STD hours and compensation are computed for retirement purposes based on duration of STD status, budgeted hours per week, and base pay rate; supplemental PTO/Sick are included in this computation and as such are not credited here.

Description	Retirement Compensation	Retirement Hours of Service
Non-taxable donations from PTO to a charity (i.e. Katrina tax exempt donation) (if applicable)	No	No
Short Term Disability <sup>1</sup>		
Short term disability	Yes	Yes
Salary continuation in lieu of STD Benefits for Executives	Yes	Yes
Severance		
Notice Period Pay Employee is paid to stay home to consider severance/future options	Yes	Yes
Notice Pay (Boise) – told staff to stay home, and pay them one last week of regular pay. The organization would then terminate their employment.	No	Yes (501 hrs max)
Salary Continuation paid after last day physically worked	No	No
Severance Pay	No	No
Severance Pay received from one MO, but the employee is still working at another MO	No	No credit at terminated MO
Pay in lieu of reduction in service (partial severance). To make whole an employee when moved to a lower paying and/or reduced hours position	No	No
Reimbursements		
Code Section 125 Reimbursements	No	No
Expense Reimbursements	No	No
Tuition Reimbursements	No	No
Recruitment Scholarships	No	No
Transition Incentive (Hackley) to offset cost of lengthy commute	No	No
No credit		
Moving Allowance	No	No
Loan Forgiveness	No	No
Outplacement Services Pay	No	No
Capital Accumulation	No	No
Restoration Plan	No	No
Equity Trust Payments	No	No
Adoption Pay	No	No

<sup>1</sup> STD hours and compensation are computed for retirement purposes based on duration of STD status, budgeted hours per week, and base pay rate; STD hours and compensation reported by payroll feeds are not used. STD is capped at a maximum of 501 hours per incident.

Description	Retirement Compensation	Retirement Hours of Service
Auto Allowance	No	No
Dues of any nature	No	No
Workers Comp payments	No	No
Companion Travel Pay	No	No
Long Term Disability benefits	No	No
Group Term Life Benefits	No	No
Fringe Benefit payments	No	No
Imputed Income of any kind	No	No
Payments for medical waivers/opt outs	No	No
Payments/withdrawals from a qualified retirement plan	No	No
Contributions to Deferred Comp Plan	No	No
Contributions to Top Hat Plan	No	No
Time off without Pay	No	No
Leasing in (including statutory associate)	No	No
Comp over IRS 401(a)(17) Limit	No	No
Payments from Deferred Comp Plans	No	No
Payments for Non compete contracts	No	No
Flexible Benefits	No	No
Low Census Not Paid	No	No
Raffle Winnings	No	No
Taxable non cash items (i.e. Gift Cards, discount for memberships to health clubs, PRV points for redemption value, gift certificates, points programs)	No	No

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