**Summary Plan Description** 

of the

MIDMICHIGAN HEALTH 403(b) SAVINGS PLAN

#### **TO OUR EMPLOYEES**

MidMichigan Health ("MidMichigan") maintains the MidMichigan Health 403(b) Savings Plan ("Plan") so that you and other employees may save for retirement on a "tax-favored" basis.

This document is called a "Summary Plan Description." Its purpose is to explain your rights under the Plan. It is based upon the Plan provisions in effect on January 1, 2021.

You are responsible for decisions affecting your participation in the Plan. These decisions include the amount of your contributions and the manner in which your accounts will be invested. No one can make these decisions for you. Because these decisions will affect the amount of your retirement benefits, you should carefully review this Summary Plan Description.

The MidMichigan Medical Center – West Branch 403(b) Plan ("West Branch Plan") was merged into the Plan at the end of the day on December 31, 2019. The participants in the West Branch Plan had their accounts in the West Branch Plan transferred to the comparable accounts in the Plan.

This Summary Plan Description has been prepared as accurately as possible. It outlines the Plan, which is a complex and technical legal document. In the event of any difference between the Summary Plan Description and the Plan, the terms of the Plan will control.

If you have any questions regarding the Plan or this Summary Plan Description, you should contact your Human Resources Department.

#### MidMichigan Health

2021

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## **OVERVIEW OF THE PLAN**

The Plan is a type of retirement plan known as a "Section 403(b)" plan. The following types of contributions may be made to the Plan:

- You may contribute part of your current compensation instead of receiving it in your paychecks. These contributions are called "pay deferral contributions."
- Depending on your job classification, you will be eligible for matching contributions based upon the amount of your pay deferral contributions to the Plan.
- Depending on your job classification, you will be eligible for employer retirement contributions.

Your pay deferrals and the contributions that MidMichigan makes for you are credited to accounts in your name. Any amounts you roll over to the Plan from another retirement plan are also credited to your accounts (see the "ROLLOVERS" section).

Your accounts are invested with the other participants' accounts in certain investment funds or may be invested in a self-directed brokerage account (see the "INVESTMENT OF YOUR ACCOUNTS" section). The amount in your accounts will change based upon the increase or decrease in value of the investment funds in which your accounts are invested, and the increase or decrease in value of the assets held in your self-directed brokerage account.

Your benefits from the Plan are the vested amounts credited to your accounts. When you leave MidMichigan and become eligible for benefit payments, you will receive the full amount owed to you from your accounts. The vested amount in your accounts will depend on the amount of your pay deferrals, the amount of contributions that MidMichigan makes for you, your investment results, and your years of service with MidMichigan.

You will not be taxed on the contributions to the Plan, or on the investment earnings credited to your accounts, until these amounts are actually distributed to you from your accounts. You can further delay taxes by rolling over your distribution to a traditional IRA or another employer's eligible retirement plan. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

Prudential Retirement Services ("Prudential") is the recordkeeper of the Plan and provides administrative services for the Plan. Prudential can be contacted by accessing its website at www.prudential.com/online/retirement. Prudential also has a full-time representative at the Midland location (currently Jim Cabets). You may contact the representative by telephone at (855) 837-6152. You may also call Prudential at (877) 778-2100 for general Plan information or access to your account.

All correspondence regarding the Plan is sent to your address on file. So, if you move and change your address, it is very important that you provide the new address:

• If you are employed by MidMichigan, you should change you address by contacting MyHR Service Center at (855) 222-3230.

• If you are no longer employed by MidMichigan, you should change your address by contacting Prudential.

Further, as previously indicated, you have access to your account by calling Prudential or accessing its website. Your password is used to gain access.

Because the use of your password is your signature for all Plan-related transactions, you should keep your password confidential. If you change or reset your password, you should verify that your address on file is current so that any confirmation of the change is mailed to the current address.

## KEY DEFINITIONS TO ASSIST YOUR UNDERSTANDING OF THE PLAN

The Plan uses a number of terms to describe your rights and benefits. Here are some of the more important terms:

- **"Compensation"** means amounts paid to you through MidMichigan's payroll system that are reported on IRS Form W-2. However, the following special rules apply:
  - Your pay deferral contributions under the Plan are counted.
  - Your pay reduction contributions under a flexible benefits plan maintained by MidMichigan are counted.
  - For purposes of matching contributions and employer retirement contributions, any amount earned while working in an ineligible job classification is not counted.
  - Reimbursements, expense allowances, fringe benefits and moving expenses are not counted.
  - Severance pay is not counted.
  - Imputed (non-cash) income is not counted.
  - Additional compensation paid in lieu of health insurance is not counted.
  - Under federal law, compensation in excess of a specific dollar limit in effect for a plan year is not counted.
- **"Investment providers"** are the vendors that sponsor the investment funds in which you direct the investment of your accounts. MidMichigan has selected Prudential as the only investment provider.
- **"MidMichigan"** means MidMichigan Health and its affiliated entities, unless the context clearly indicates otherwise.
- "MidMichigan Alpena" means MidMichigan Medical Center Alpena.

- "MidMichigan Alpena DC Plan" means the former MidMichigan Health Defined Contribution Plan for ARMC Employees.
- "MidMichigan West Branch" means MidMichigan Medical Center West Branch.
- "Pay deferrals" are contributions to the Plan that you make from your compensation. These contributions are generally made on a pre-tax basis and are sometimes called "403(b) contributions." You may choose to make these contributions on an after-tax basis. The after-tax pay deferrals are called "Roth 403(b) contributions."
- **"Plan year"** is the fiscal year of the Plan, which is January 1 through December 31.
- **"Spouse"** means a person to whom you are legally married.
- **"Total disability"** means you have a mental or physical condition that makes you eligible to receive Social Security disability benefits.
- **"Vested service"** is the number of years of employment which is used to determine your vesting in your matching contribution account and employer retirement contribution account. These accounts will be fully vested after you have at least three years of vested service under the Plan. The calculation of your vested service is described in the "Year of Vested Service" subsection.

### HOW TO BECOME A PARTICIPANT IN THE PLAN

Different participation requirements apply to pay deferral contributions, matching contributions and employer retirement contributions:

### Pay Deferral Contributions

All MidMichigan employees are eligible to participate in the pay deferral contributions portion of the Plan. If you are an eligible employee, you may begin to participate in this portion of the Plan on your MidMichigan hire date.

### Matching Contributions

#### **General Rule**

All MidMichigan employees are eligible to participate in the matching contributions portion of the Plan, except as provided in this section. If you are an eligible employee, you begin to participate in this portion of the Plan on the later of your MidMichigan hire date or the date that you became eligible for these contributions.

### Exceptions

The following employees are <u>ineligible</u> for matching contributions:

- Employees of MidMichigan West Branch who are covered by a collective bargaining agreement are ineligible.
- Employees of MidMichigan Alpena are generally ineligible. However, the following MidMichigan Alpena employees <u>are eligible</u>:
  - An employee who is classified as a physician.
  - An employee who is hired, rehired or transferred to MidMichigan Alpena on or after January 1, 2018.
  - A MidMichigan Alpena nonunion or bargaining unit employee who receives employer retirement contributions equal to 3% of the participant's compensation.

### **Employer Retirement Contributions**

You are eligible for employer retirement contributions only if you satisfy one of the following requirements:

- You are employed by MidMichigan West Branch and are covered by a collective bargaining agreement.
- You are employed by MidMichigan Alpena and both:
  - You are ineligible for the MidMichigan Health Pension Plan for ARMC Employees; and
  - You are not employed as a physician.

If you are an eligible employee, your employer retirement contributions will begin on the later of your MidMichigan hire date or the date you become eligible for these contributions.

### PAY DEFERRAL CONTRIBUTIONS

#### How to Make Pay Deferral Contributions

#### **General Rules**

After you become a participant in the pay deferral contributions portion of the Plan, you may elect to contribute a portion of your compensation to the Plan. These contributions are called "pay deferrals." Your pay deferrals are subtracted from your paycheck each payday.

#### **Exception – Automatic Contributions**

Unless you elect otherwise, you automatically will make pre-tax pay deferrals equal to 4% of your compensation after you complete 90 days of employment with MidMichigan. You must contact Prudential if you do not want to defer any portion of your compensation, or if you want to defer an amount other than 4% of your compensation.

But, if you are a MidMichigan – Alpena employee, you are eligible for "4% automatic contributions" only if your most recent hire date is after April 1, 2016. And if you are a MidMichigan – West Branch employee, you are eligible for "4% automatic contributions" only if your most recent hire date is after December 31, 2019.

If you begin making 4% automatic contributions, you may elect to withdraw your automatic contributions within 90 days after contributions begin. See the "WITHDRAWALS OF 4% AUTOMATIC CONTRIBUTIONS" section.

#### **Limits on Contributions**

Your pay deferrals may not exceed 75% of your compensation during any pay period. Also, your total pay deferrals during a calendar year may not exceed the dollar limit described in the "Dollar Limit on Pay Deferrals" subsection below.

#### **Pre-Tax or After-Tax Pay Deferrals**

You may choose whether to make your pay deferral contributions on a pre-tax basis, an after-tax basis (called "Roth 403(b) contributions"), or a combination of both. You must make your decision before the pay deferral contributions are made.

Your decision will affect your current income tax liability and the tax status of distributions of your pay deferrals from the Plan. See the "Benefits of Deferring Compensation Under the Plan" subsection below and the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

You should consult your tax adviser to determine which type of pay deferral contribution is likely to be better for you.

### **Changing Your Election**

You may change your pay deferral election at any time. You may change the amount of your contribution, or may elect to stop or resume pay deferrals.

### You should notify Prudential to change, stop or resume your pay deferrals.

Your new election will be implemented as soon as administratively feasible after it is received.

### **Crediting of Your Pay Deferrals**

Your pre-tax pay deferrals are credited to your "pay deferral account." Your Roth 403(b) contributions are credited to your "Roth 403(b) account."

#### **Benefits of Deferring Compensation Under the Plan**

The benefits of deferring compensation under the Plan are as follows:

- Your pre-tax pay deferral contributions are <u>not</u> subject to current income taxes. As a result, your current taxable income will be reduced.
- Your Roth 403(b) contributions will not be subject to income taxes at the time of distribution. As a result, your future taxable income will be reduced.
- The amount contributed to the Plan is invested on a tax-deferred basis. This means you will not pay income tax on the investment earnings that are added to your accounts. You will pay income taxes on investment earnings only when you receive your benefits from the Plan. As a result, this tax deferral permits a much more rapid accumulation of funds for your retirement.
- A qualified distribution from your Roth 403(b) account is not taxable. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.
- If you are eligible, MidMichigan will make a matching contribution each pay period based upon the amount of your pay deferrals. See the "MATCHING CONTRIBUTIONS" section for more information.
- You may be eligible for a tax credit of between 10% and 50% of your contribution if your adjusted gross income is less than \$66,000 (if you are married filing jointly) or \$33,000 (if you are unmarried or married filing separately). The maximum contribution eligible for the credit is \$2,000 (\$4,000 if married filing jointly). You should consult with your tax adviser to determine if you are eligible for the credit and the amount of the credit.

### **Dollar Limit on Pay Deferrals**

Federal law limits the amount of your pay deferrals in a calendar year. The dollar limit for 2021 is *\$19,500*. This amount may be adjusted after 2021 for increases in the cost of living.

In addition, if you are at least age 50 by the end of a calendar year, you may make "catch-up" pay deferral contributions during the calendar year. The dollar limit in effect for 2021 is \$6,500. This amount may also be adjusted after 2021 for increases in the cost of living.

Therefore, if you are at least age 50 by the end of 2021, you may make pay deferral contributions during 2021 in an amount up to \$26,000 (\$19,500 + \$6,500).

If your pay deferrals exceed the dollar limit in one calendar year (January 1 through December 31), the excess amount will be included in your taxable income for the year of the deferral. The excess amount will also be taxed again in the year it is distributed to you if it is not withdrawn by April 15 of the following year. To receive a distribution before April 15, your distribution request must be made by March 1.

MidMichigan will attempt to prevent your pay deferral contributions to the Plan from exceeding the dollar limit. But you also need to monitor your contributions. If you also participate in another tax-deferred savings plan sponsored by another employer (such as another 403(b) plan or a 401(k) plan), the dollar limit applies to your total pay deferral contributions to these plans. This could occur, for example, during the first calendar year that you work for MidMichigan. You will need to monitor the total contributions if you make pay deferral contributions to more than one plan.

### MATCHING CONTRIBUTIONS

#### Eligibility

If you are eligible, MidMichigan will make "matching" contributions based upon the amount of your pay deferrals. These contributions give you an incentive to defer a portion of your compensation. See the "HOW TO BECOME A PARTICIPANT IN THE PLAN" section to determine if you are eligible.

### **Amount of Contributions**

If you are eligible, MidMichigan will make a matching contribution for each pay period in which you make a pay deferral contribution. The matching contribution will be  $50\phi$ for each \$1 of your pay deferrals. But no matching contributions will be made with regard to pay deferral contributions that exceed 4% of your compensation for that pay period. Therefore, the maximum matching for any pay period is 2% of your compensation during that pay period (4% x 50% = 2%).

MidMichigan will make a "catch-up" matching contribution at the end of the plan year in limited circumstances. This additional contribution will be made if your pay deferrals are more than 4% of your compensation in some pay periods, but less than 4% of your compensation in other pay periods. The additional matching contribution will, when added to the matching contributions already made for you, put you in the same situation as if the matching contribution was calculated based upon your total pay deferrals and compensation for the plan year (that is, 50% of your pay deferrals for the plan year to the extent your pay deferrals do not exceed 4% of your compensation during the plan year).

### **Crediting of Contributions**

Matching contributions made for you will be credited to your "matching contribution account."

### **EMPLOYER RETIREMENT CONTRIBUTIONS**

#### **Eligibility for Contributions**

MidMichigan will make employer retirement contributions for some groups of employees. See the "HOW TO BECOME A PARTICIPANT IN THE PLAN" section to determine if you are eligible.

#### **Amount of Contributions**

If you are eligible, MidMichigan will make an employer retirement contribution for you each pay period. The amount of this contribution is equal to a percentage of your compensation during that pay period:

- If you are an eligible bargaining unit employee, the percentage is generally determined under the terms of the collective bargaining agreement that applies to you. This rule applies if:
  - You are a bargaining unit employee at MidMichigan West Branch; or
  - You are a bargaining unit employee at MidMichigan Alpena and are represented by:
    - Steelworkers Local 206A; or
    - MNA Home Care Services (HCS).
- If you are an eligible bargaining unit employee at MidMichigan Alpena and are <u>not</u> represented by Steelworkers Local 206A or MNA Home Care Services (HCS), the percentage is equal to the last "employer supplemental contribution" made for you under the MidMichigan Alpena DC Plan.
- If you are a nonunion employee of MidMichigan Alpena, the percentage will be equal to the "employer supplemental contribution" made for you as of December 31, 2019 under the MidMichigan Alpena DC Plan.

#### **Crediting of Contributions**

Employer retirement contributions made for you will be credited to your "employer retirement contribution account."

#### ROLLOVERS

If you are a participant and are actively employed by MidMichigan, you may roll over to the Plan certain distributions from a former employer's retirement plan. The former employer's plan could be a qualified plan (such as a 401(k) plan), a Section 403(b) plan, or a Section 457(b) deferred compensation plan maintained by a governmental entity. You may also be eligible to

rollover amounts received from a traditional IRA. But no rollovers of after-tax employee contributions (other than Roth-style contributions) are permitted.

### **Permitted Rollovers**

Rollovers are permitted in three situations:

- If you are eligible to receive an "eligible rollover distribution" from a former employer's plan, you may elect a "direct rollover" of the distribution to the Plan. (The Plan will only accept Roth 403(b) contributions or Roth 401(k) contributions from a former employer's plan as a "direct rollover.")
- If you receive an "eligible rollover distribution" from a former employer's plan, you may be eligible to roll over that distribution to the Plan. A distribution from another retirement plan may be rolled over only if Prudential receives the rollover within 60 days after you receive the distribution.
- If you receive a distribution from a traditional IRA, you may be eligible to roll over that distribution to the Plan. A distribution from a traditional IRA may be rolled over only if Prudential receives the rollover within 60 days after you receive the distribution.

## **Special Rules**

If you are a participant in the Plan, you may elect a "direct rollover" to the Plan of a lump sum distribution from the MidMichigan Health Employees' Pension Plan. Or, if you formerly were a participant in the MidMichigan – Alpena DC Plan, you may roll over a lump sum distribution from that plan.

Any amount you roll over is generally credited to your "rollover account." However, any Roth 403(b) or Roth 401(k) contributions that you roll over are credited to your "Roth rollover account."

## TRANSFERS FROM PRIOR METLIFE 403(b) PROGRAM

If you are a participant in the MidMichigan Health-Midland Tax-Sheltered Annuity Program (the "Prior MetLife 403(b) Program"), you may elect to transfer all or a portion of your benefit under the Prior MetLife 403(b) Program to the Plan in a direct plan-to-plan transfer. In this type of transfer, funds are sent directly from your investment provider under the Prior MetLife 403(b) Program to Program to Prudential.

Any amounts you transfer to the Plan from the Prior MetLife 403(b) Program will be credited to your pay deferral account.

### You should contact Prudential for assistance with the transfer process.

### **VESTED INTEREST IN YOUR ACCOUNTS**

#### Vesting Rules

The term "vested" refers to the amount in your accounts that cannot be taken away from you regardless of the reason or time that you leave MidMichigan. The following rules are used to determine if you are "vested":

- Amounts credited to your pay deferral account, Roth 403(b) account, rollover account, and Roth rollover account are always 100% vested.
- Amounts credited to your matching contribution account and employer retirement contribution account are 100% vested if you have at least three "years of vested service."
- Except as provided below, if you leave MidMichigan before completing three "years of vested service," the amounts credited to your matching contribution account and employer retirement contribution account will be forfeited (see the "Forfeited Amounts" subsection).
- You also will be treated as 100% vested in amounts credited to your matching contribution account and employer retirement contribution account in the following situations:
  - You are employed by MidMichigan when you reach age 65.
  - You are employed by MidMichigan when you incur a total disability.
  - You are employed by MidMichigan when you die.

### Year of Vested Service

You will receive a "year of vested service" for each year you are employed by MidMichigan, beginning on your hire date. For periods of less than one year, you will be credited with  $1/12}$  of a year for each full 30-day period you are employed by MidMichigan. However, the following special rules provide credit for service before your MidMichigan hire date:

- If you work at Hospice of Central Michigan and became an employee when MidMichigan became the day-to-day operator of Hospice of Central Michigan, your service with Hospice of Central Michigan since your most recent hire date is counted in determining your years of vested service.
- If you worked for MidMichigan Alpena as of April 1, 2016, your service with Alpena Regional Medical Center between your most recent hire date and April 1, 2016 will be counted in determining your years of vested service.

• If you worked for MidMichigan – West Branch as of April 1, 2018, your service with West Branch Regional Medical Center between your most recent hire date and April 1, 2018 will be counted in determining your years of vested service.

#### **Forfeited Amounts**

The portion of your matching contribution account and employer retirement contribution account in which you are not vested is "forfeited" if you terminate employment with MidMichigan before you are 100% vested. The forfeiture will occur on the date you receive a distribution of your vested benefits (or the end of the plan year in which you have been absent from work for five years, if earlier). If you do not have any vested benefits, the forfeiture will occur on your employment termination date.

Any forfeiture from your accounts will be used to pay the Plan's administrative expenses, or to reduce the amount of MidMichigan's future matching or employer retirement contributions.

### **INVESTMENT OF YOUR ACCOUNTS**

### General Rule—Investments with Prudential

You may direct the investment of your accounts in investment funds made available to you under the Plan. The investment funds are chosen by MidMichigan's Investment Committee from the funds available on Prudential's "open architecture" investment platform. This platform includes funds of many different mutual fund companies. The Investment Committee also monitors the performance of the investment funds and makes changes as appropriate. You will be informed of the investment funds that are currently available.

You may change your investment election at any time. Your change in investment election may apply to future contributions, amounts already invested, or both.

You should contact Prudential to change your investment elections. Prudential can be contacted by calling (877) 778-2100, or by accessing its website at www.prudential.com/online/retirement.

#### Self-Directed Brokerage Account

As an alternative to your other investment options under the Plan, you may invest your accounts in a self-directed brokerage account (SDBA) available from Prudential Investment Management Services, an affiliate of Prudential Retirement Services. The SDBA will allow you to invest in a broad range of mutual funds. However, the Investment Committee has not selected or reviewed the funds you choose in a SDBA.

You should contact Prudential for more information about setting up a SDBA.

#### **Default Investment Rules**

If you do not make an investment election, your accounts will be invested in a default investment fund with Prudential. The default investment fund is currently an ageappropriate Conservative GoalMaker portfolio. There are a series of GoalMaker portfolios with different investment approaches, ranging from conservative to more aggressive. With GoalMaker's age adjustment feature, your accounts automatically shift to more conservative investments as you get closer to retirement age.

Before making any investment elections, you should carefully review each investment fund's goals, performance, charges and expenses and other information in the fund's prospectus or other summary. This information is available for investments offered by Prudential by contacting Prudential or accessing its website.

The Plan is intended to constitute a retirement plan under Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Title 29 of the Code of Federal Regulations (Section 2550.404c-1). As a result, the fiduciaries of the Plan (the persons who are responsible for the operation of the Plan) may be relieved from liability for any losses that are the result of your investment election. See APPENDIX A for more information regarding Section 404(c) of ERISA.

### VALUATION AND ADJUSTMENT OF YOUR ACCOUNTS

The value of your accounts is the total of your investments in each of the investment funds and your self-directed brokerage account (if any). The following events will change the value of your accounts:

#### Contributions

Any contributions or rollovers made on your behalf are added to your accounts. This includes any amount you transfer to the Plan from the Prior MetLife 403(b) Program.

#### Distributions

If a distribution is made to you (as explained below), the account from which it is made is reduced by the amount of the distribution.

#### **Investment Results**

The investment funds change in value every day the national securities exchanges are open for trading. As a result, the total value of your accounts also changes that often. **The investment funds, and the assets held in your self-directed brokerage account, may increase or decrease in value. Your accounts will be adjusted based upon those investment results.** If your active participation in the Plan ends, your accounts will still be adjusted for investment results until you receive the full vested amount credited to your accounts.

### Forfeitures

If you resign or are dismissed before you are fully vested in your accounts, you will not receive the nonvested amount credited to your accounts. The portion of your accounts in which you are not vested is "forfeited" as described in the "VESTED INTEREST IN YOUR ACCOUNTS" section above.

#### **Fees and Expenses**

Under federal law, the plan administrator may charge certain Plan expenses to your accounts. The primary fee charged to your accounts is the "asset" charge relating to the investment funds in which your accounts are invested. The asset charge is "netted" against the return of the investment fund. The amount of the asset charge is not separately shown on any statement provided to you. If you want information regarding the asset charge for a specific investment fund, it is available in the information regarding the investment funds provided by Prudential.

Your accounts may also be charged for certain specific "transactions" relating to your accounts (for example, distributions and loans). The amount of the fee is subtracted from your accounts. Here is a list of some situations in which a transaction fee may be charged to your accounts:

#### **Distribution from Your Accounts**

A fee for a distribution of your accounts. This includes preparation of required notices and elections, distribution check or transfer of funds by direct rollover, as appropriate, and tax reporting forms.

#### **Annuity Purchase**

One-time fee for the establishment of an annuity.

#### QDRO

Upon divorce, qualified domestic relations order ("QDRO") review and processing, including notices to parties and preparation of QDRO distribution check. The Plan may charge your accounts for actual legal expenses and costs if the plan administrator consults with legal counsel regarding the qualified status of the QDRO.

#### Loans

Loan processing fee, including document preparation.

#### Adjustment Charge

Charges for certain non-standard processing, for example, the reissuance of a check.

Information regarding the current charges for these transactions is available from the plan administrator.

Finally, other Plan administrative expenses (for example, legal and accounting) may be paid from Plan assets. If these fees are paid from Plan assets, the amounts are subtracted pro rata from the participants' accounts.

You will receive a quarterly statement that will state both the value of your interest in each investment fund and the total value of your accounts.

You may also review your current account balances by accessing Prudential's website at www.prudential.com/online/retirement, or by calling (877) 778-2100.

## WHEN BENEFITS ARE DISTRIBUTED

You may receive your benefits from the Plan when you stop working for MidMichigan. For this purpose, a termination of employment occurs only if you are no longer employed by any MidMichigan entity. But in limited situations, you may withdraw funds from your accounts while you are working for MidMichigan (see below).

#### To request a distribution of benefits, you should contact Prudential.

### WITHDRAWALS DURING EMPLOYMENT

Federal law limits your opportunity to withdraw funds from the Plan while you are working for MidMichigan. Withdrawals are permitted in only three situations:

- If you have reached age 59<sup>1</sup>/<sub>2</sub>, you may withdraw funds from the vested portion of your accounts.
- If you have a financial hardship, you may withdraw funds from your pay deferral account or Roth 403(b) account.
- If you make 4% automatic contributions, you may withdraw the 4% automatic contributions if you request the withdrawal within 90 days after your first 4% automatic contribution.

All withdrawals will be taken on a pro rata basis from the investment funds in which your accounts are invested on the date of the withdrawal. See the "INVESTMENT OF YOUR ACCOUNTS" section for more information.

The next three sections describe in more detail the rules regarding withdrawals while working for MidMichigan. Also, see the "QUALIFIED MILITARY SERVICE" section for information regarding withdrawals during certain military service.

To initiate a withdrawal while you are working for MidMichigan, you should contact Prudential at (877) 778-2100.

## WITHDRAWALS AFTER YOU REACH AGE 59<sup>1</sup>/<sub>2</sub>

After you reach age 59<sup>1</sup>/<sub>2</sub>, you may withdraw funds from **the vested portion of your accounts** even though you are still working for MidMichigan. The minimum withdrawal is \$1,000, or the total vested amount credited to your accounts, whichever is less.

Any amount you withdraw is subject to income tax, but is <u>not</u> subject to a 10% excise tax. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

## FINANCIAL HARDSHIP WITHDRAWALS

#### **Reasons for Hardship Withdrawals**

You may withdraw your pay deferral contributions from your **pay deferral account** and **Roth 403(b) account** if you have a financial hardship while working for MidMichigan. You will be considered to have a hardship only if you have one or more of the following financial needs:

- Uninsured medical expenses previously incurred by you, your spouse or your dependents, or expenses necessary for these persons to obtain medical care.
- Costs directly related to the purchase of your principal residence (excluding your mortgage payments).
- Tuition, related educational fees and room-and-board expenses for the next 12 months of post-secondary education for you, your spouse, your children or your dependents.
- Payments necessary to prevent eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Burial or funeral expenses that you must pay because of the death of your parent, spouse, child or dependent.
- The cost to repair damage to your principal residence caused by a "casualty" (as defined in the Internal Revenue Code), such as a flood or tornado.
- Expenses you incur because of a federally-declared disaster if you live or work in the disaster area.

### Additional Requirements for Hardship Withdrawals

Even if you have one of these financial needs, you may receive a financial hardship withdrawal only if both of the following requirements are satisfied:

- You have obtained all available distributions from the Plan and any other MidMichigan retirement plan in which you are a participant; and
- You sign a document stating that you have insufficient cash or other liquid assets reasonably available to satisfy the financial need.

You may be required to pay a processing fee when you obtain a hardship withdrawal. You will be notified of the fee amount when you apply for the withdrawal. The fee will automatically be deducted from your accounts.

### Amount of Your Hardship Withdrawal

Assuming you satisfy all these requirements, you may receive a hardship withdrawal. The amount of your withdrawal generally must be at least \$500, but may not exceed either of the following limits:

- The amount you need to satisfy your financial need. Your financial need includes the amount necessary to pay any income taxes or excise taxes relating to the withdrawal.
- The amount of your pay deferrals. Investment earnings credited to your pay deferral account and Roth 403(b) account may <u>not</u> be withdrawn.

#### Tax on Hardship Withdrawal

Any amount that you withdraw is subject to income tax and may also be subject to a 10% excise tax. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

### WITHDRAWALS OF 4% AUTOMATIC CONTRIBUTIONS

If you begin to make 4% automatic contributions, you may withdraw your 4% automatic contributions from your pay deferral account by submitting a written request to the plan administrator within 90 days after your first 4% automatic contribution.

If you elect to withdraw your 4% automatic contributions, any matching contributions made on the 4% automatic contributions will be forfeited.

The 4% automatic contributions and earnings withdrawn from your pay deferral account are subject to income tax, but are <u>not</u> subject to a 10% excise tax described in the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section.

### IN-PLAN ROTH ROLLOVER CONTRIBUTIONS AND TRANSFERS

You may elect to roll over a distribution from your pre-tax accounts to your In-Plan Roth Rollover Contribution Account or In-Plan Roth Transfer Account. After this occurs, the amount rolled over will be subject to the tax rules that apply to Roth-style accounts (see the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section).

## **In-Plan Roth Rollover Contributions**

You are permitted to make this type of rollover if all of the following requirements are satisfied:

- An amount may be rolled over from a pre-tax account only if that account is 100% vested.
- You have terminated employment with MidMichigan and are eligible for a distribution of benefits, or are eligible for an in-service withdrawal while still employed by MidMichigan.
- The distribution is eligible to be rolled over.
- The rollover occurs by an internal Prudential accounting entry, without you receiving a distribution.

The amount that you roll over is taxable income at the time the rollover is made. You may voluntarily have income tax withheld from the amount of the rollover.

## **In-Plan Roth Transfers**

You are permitted to make this type of rollover if both of the following requirements are satisfied:

- An amount may be rolled over from a pre-tax account only if that account is 100% vested.
- The rollover occurs by an internal Prudential accounting entry, without you receiving a distribution.

The amount that you roll over is taxable income at the time the rollover is made. No income tax will be withheld from the amount of the rollover. Instead, you will need to pay any applicable income taxes by using other assets outside of the Plan.

You may only receive a distribution from your In-Plan Roth Transfer Account if you qualify for a distribution from the account from which the amounts were rolled over.

## DISTRIBUTION OF BENEFITS UPON TERMINATION OF EMPLOYMENT

You are entitled to the vested amount in your accounts if you leave MidMichigan for any reason other than your death. (See the "VESTED INTEREST IN YOUR ACCOUNTS" section for an explanation of vesting, and the "DISTRIBUTION OF BENEFITS UPON DEATH" section for an explanation of benefit distribution after your death.)

If your vested account balances are over \$5,000, you have the option of requesting a distribution of benefits or maintaining your accounts in the Plan. Your benefits will be paid as soon as administratively feasible after you request the distribution. But federal law requires you to receive (or begin to receive) your benefits by the April 1 after the calendar year in which you

attain age 72 ( or age 70<sup>1</sup>/<sub>2</sub> if you were born before July 1, 1949). You should contact Prudential to request the distribution.

If your vested account balances are \$5,000 or less, you do <u>not</u> have the option of maintaining your accounts in the Plan. Your benefits will be distributed to you in a single lump sum payment as soon as administratively feasible after your termination of employment. See the "OTHER RULES THAT APPLY TO THE CASH-OUT OF SMALL BENEFITS" section for more information.

The amount distributed will be the vested amount realized from selling your interest in the investment funds and your self-directed brokerage account. The distribution will also include the vested amount of any contribution made by you or on your behalf after your interest in the investment funds or self-directed brokerage account is sold. If you elect to receive installment payments or periodic distributions from your investment funds (as described in the "FORM OF DISTRIBUTION OF BENEFITS" section), a pro rata portion of your investment funds will be sold to make each payment.

The amount distributed is subject to income tax and may also be subject to a 10% excise tax. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information, including special rules that apply to distributions from your Roth 403(b) account.

## FORM OF DISTRIBUTION OF BENEFITS

### Forms of Distribution—General Rules

As a general rule, there are six forms in which payments may be made. You may elect, from the following, the form of payment you prefer:

- A single lump sum payment.
- Periodic distributions at the times and in the amounts that you request. The plan administrator may establish rules regarding the minimum amount and maximum frequency of these distributions.
- Payments in periodic installments for a specific number of years. The period of time for which the payments will last generally cannot exceed your life expectancy.
- A "single life annuity," which is an annuity paying you monthly benefits during your life, with no payments after your death.
- A "joint and survivor annuity," which is an annuity paying you monthly benefits for your life and, after your death, 50% to 100% of the amount of the benefits to your surviving spouse or beneficiary for his or her life. You must choose the survivor, and the amount of the survivor's benefit, before the benefit payments begin.
- A combination of any of the above methods of distribution.

If you are married and you elect to receive your distribution in a single life annuity or a joint and survivor annuity with a non-spouse beneficiary, your election will be valid only if your spouse consents in writing to the waiver of the joint and survivor annuity with a spousal beneficiary within 180 days before your benefit payments begin. Your spouse's consent must be witnessed by a Plan representative or a notary public.

### Exception if Vested Amount is \$5,000 or Less

If the vested portion of your accounts is \$5,000 or less, the vested amount credited to your accounts will be paid to you or your beneficiary in a single lump sum payment. You do not have a choice regarding the form of payment. See the "OTHER RULES THAT APPLY TO THE CASH-OUT OF SMALL BENEFITS" section for more information.

## DISTRIBUTION OF BENEFITS UPON DEATH

If you die, the vested amount credited to your accounts will be paid to your designated beneficiary in one of the methods described in the preceding section.

## **Designation of Beneficiary**

You may appoint one or more beneficiaries by completing a beneficiary designation form. *You should contact Prudential to designate your beneficiary.* 

You may change your beneficiary at any time before your death. If you have not named a beneficiary, or your beneficiary predeceases you, payment will be made to your closest living family members.

### **Special Rules if You are Married**

If you are married when you die, your spouse will be your sole primary beneficiary regardless of whom you have named in your beneficiary designation form. The only exception to this rule is if your spouse has previously given written consent to your naming a different or additional primary beneficiary. Your spouse's consent must be witnessed by a Plan representative or by a notary public, and will only apply to the specific beneficiary named in the consent.

If you designate your spouse as your beneficiary and you subsequently divorce, your prior designation of your spouse as your beneficiary will be automatically revoked upon your divorce. You should complete a new beneficiary designation form. If you do not complete a new beneficiary designation form and are unmarried at the time of your death, payment will be made to your closest living family members.

### Death Before Benefit Payments Begin

If you die before receiving any benefits and your vested account balances are over \$5,000, your beneficiary has the option of requesting a distribution of benefits or maintaining your accounts in the Plan. Your beneficiary may maintain an account in the Plan for the following period:

- If your spouse is the only primary beneficiary, until the end of the calendar year in which you would have attained age 72 (or age 70<sup>1</sup>/<sub>2</sub> if you were born before July 1, 1949).
- If you have a non-spouse beneficiary, until the end of the calendar year that contains the tenth anniversary of your death (or the year that contains the fifth anniversary of your death if you died before 2020).

#### Your beneficiary should contact Prudential to request the distribution.

If you die before receiving any benefits and your vested account balances are \$5,000 or less, your beneficiary does <u>not</u> have the option of maintaining your accounts in the Plan. Your beneficiary will receive a lump sum distribution as soon as administratively feasible after your death.

The amount distributed will be the vested amount realized from selling your interest in the investment funds and your self-directed brokerage account. The distribution will also include the vested amount of any contribution made by you, or on your behalf, after your interest in the investment funds or self-directed brokerage account is sold. If your beneficiary elects to receive installment payments or periodic distributions from your investment funds, a pro rata portion of your investment funds will be sold to make each payment.

#### **Death After Benefit Payments Begin**

If you die while receiving your benefits in the form of installment payments (see the "FORM OF DISTRIBUTION OF BENEFITS" section), payments will continue to your beneficiary according to the same schedule of installment payments until the vested amount in your accounts has been completely distributed. However, your beneficiary may instead choose to receive the remaining benefits in a more rapid form of distribution.

#### Tax on Distribution

The amount distributed to your beneficiary is subject to income tax, but is not subject to a 10% excise tax. See the "TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS" section for more information.

### OTHER RULES THAT APPLY TO THE CASH-OUT OF SMALL BENEFITS

As previously indicated, if your vested benefits are \$5,000 or less, you are required to receive a lump sum distribution of your vested benefits as soon as administratively feasible after your termination of employment. But you still have two choices with regard to this distribution:

- Receive a cash distribution (less 20% for federal income tax withholding, and less any applicable state income tax withholding); or
- Elect a direct rollover to an IRA or another eligible retirement plan.

You will be provided an election form to make this choice. The election form must be completed and returned to Prudential within 60 days.

A special rule applies if you fail to timely complete the election form and return it to Prudential. If this occurs and the amount of your vested benefit is more than \$1,000, your vested benefits will automatically be rolled over to a traditional IRA provided by Prudential. The IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. Any fees and expenses relating to the IRA will be deducted from the IRA.

You will receive a cash distribution only if the amount of your vested benefits is less than \$1,000, or you elect a cash distribution on the election form and timely return the election form to Prudential.

## TAX RULES THAT APPLY TO DISTRIBUTIONS OF BENEFITS

This section contains a general description of the tax rules that apply to benefit distributions from the Plan. But this description is not intended as tax advice. You should consult your tax adviser for specific information regarding the tax rules that apply to you.

#### Income Tax on All Distributions

As a general rule, all distributions from the Plan are taxable income unless you elect to roll over the distribution. Also, most distributions from the Plan are subject to 20% federal income tax withholding and applicable state income tax withholding unless you make a direct rollover of your distribution to an IRA or another eligible retirement plan.

After you become eligible to receive a distribution of benefits, MidMichigan or Prudential will provide you with more detailed information concerning your rollover options and the other tax rules that apply to a distribution of benefits.

### **Excise Tax on Certain Early Distributions**

If you receive a distribution from the Plan before age 59½, federal law imposes an excise tax equal to 10% of the taxable portion of the distribution in addition to regular income tax. The 10% excise tax is imposed unless one of the following exceptions applies:

- The distribution is rolled over to an IRA or another employer's eligible retirement plan as a direct rollover, or the distribution is rolled over within 60 days after you receive it.
- The distribution is made as a result of your termination of employment with MidMichigan after reaching at least age 55.
- The distribution is made as a result of your death or total disability.
- The distribution is used to pay deductible medical expenses (medical expenses which exceed 7<sup>1</sup>/<sub>2</sub>% of your adjusted gross income).
- The distribution is made under a qualified domestic relations order.

- The distribution consists of excess pay deferral amounts (see the "PAY DEFERRAL CONTRIBUTIONS" section).
- The distribution is made from your pay deferral account while you are absent from work performing military service for a period of at least 180 days and your rehire rights are protected by federal law.
- The distribution is made by purchasing an annuity for your life or the lives of you and your spouse.
- The distribution is a refund of 4% automatic contributions (see the "WITHDRAWALS OF 4% AUTOMATIC CONTRIBUTIONS" section).

#### **Other Rollover Rules**

Here are some other rollover rules:

- You may elect a rollover to a Roth IRA of any amounts distributed from the Plan. The taxable amounts distributed continue to be taxable. However, these amounts are subject to optional federal income tax withholding (instead of the automatic 20%) and the 10% excise tax does not apply.
- If you are a nonspouse beneficiary and receive payment of a death benefit, you may elect a direct rollover to a traditional IRA. The IRA will be treated as an "inherited" IRA for tax purposes. If you do not elect a direct rollover, 20% of the distribution will be withheld for federal income tax purposes. State income taxes may also be withheld.

### LOANS FROM THE PLAN

You may borrow from your accounts with the plan administrator's approval. The following rules apply:

- To request a loan, you should call Prudential at (877) 778-2100 or access its website at www.prudential.com/online/retirement.
- You must be actively employed by MidMichigan at the time the loan is made.
- You may have only one loan outstanding at any time.
- If you payoff an existing loan, you may not receive a new loan for at least seven days.
- A new loan will not be made if an outstanding loan is in default.
- The minimum loan is \$1,000.
- The loan may not exceed the smaller of:

- 50% of your vested account balance, reduced by the outstanding balance of any other loan; or
- \$50,000 reduced by your largest loan balance outstanding in the previous 12 months.

For purposes of applying these rules, any outstanding loans from the Prior MetLife 403(b) Program will be taken into account.

- You may select the repayment period for the loan, but the loan must be repaid within five years unless the loan is for the purpose of buying or constructing your home. If the loan is used to buy or construct your home, the loan must be repaid within 15 years.
- Your loan must be secured by 50% of the vested amount credited to your accounts.
- Interest will accrue on the principal balance of the loan at a rate equal to 1% in excess of the bank prime rate reported by the U.S. Federal Reserve on the last business day of the calendar quarter preceding the date on which the loan was made. The interest rate does not change during the term of the loan, unless you enter military service (see the "QUALIFIED MILITARY SERVICE" section for more information). Any interest you pay is added to your accounts.
- Your loan will be taken on a pro rata basis from the investment funds in which your accounts are invested on the date of the loan. However, you may not borrow from amounts that are segregated for investment purposes at the time the loan is made. See the "INVESTMENT OF YOUR ACCOUNTS" section for more information.
- The loan must be repaid by check or money order sent to Prudential.

It is your responsibility to make sure that your loan is timely repaid. If you miss any scheduled payments, you should contact Prudential to pay the delinquent payment before the end of the "cure period" for the payment. The "cure period" ends 90 days after the date the loan payment should have been made. A failure to make payment by the end of the cure period may result in a taxable event.

- If the loan is not timely repaid, the remaining balance of the loan will be treated as a taxable distribution and IRS Form 1099-R will be issued.
- You may be required to pay a loan application fee and an annual loan administration fee. You will be notified of the fee amounts. The fees will automatically be deducted from your accounts.

## **APPEAL PROCEDURE**

You must file an application with Prudential to receive your benefits from the Plan. If your application is denied, in whole or in part, the plan administrator will give you written notice of the denial within 90 days after your claim is received, unless special circumstances require more time for processing the claim. If more processing time is required, the plan administrator will give you written notice of the extension before the initial 90-day period is completed. The extension will not be longer than 90 days from the end of the initial period.

You may make a written request to the plan administrator for a review of your denial. Your written request must be made within 60 days after the mailing date of your notice of denial or the date you receive your first benefit payment, whichever applies. You must refer to the Plan provisions on which your request is based and state the facts you believe justify a reversal or modification of the plan administrator's decision.

You may examine pertinent documents and submit pertinent issues in writing. You may have an authorized representative act for you in requesting a review. The plan administrator will review its decision denying benefits within 60 days after receiving your written request.

### LEGAL ACTIONS

You may not bring legal action to recover benefits under the Plan until:

- You submit an application for benefits to the plan administrator, as provided in the Plan;
- The plan administrator provides you with a written notice denying the claim, in whole or in part; and
- You exhaust the Plan's appeal procedure described above.

No legal action may be brought more than one year after you exhaust your appeal rights under the Plan. Any lawsuit must be filed in the Federal District Court for the Western District of Michigan.

#### **REEMPLOYMENT AFTER TERMINATION OF EMPLOYMENT**

If you leave MidMichigan and are later reemployed by MidMichigan, the following rules apply to you:

- Your former years of vested service will be restored if you had any vested benefits before you terminated employment, or if you are reemployed within five years.
- The amount you forfeited will be restored if you are reemployed within five years and you repay the vested amount previously distributed to you from the Plan within five years after being reemployed.

## **QUALIFIED MILITARY SERVICE**

You have special rights if you leave MidMichigan to perform qualified military service and have rehire rights that are protected by federal law. Your special rights include the following:

### Withdrawals While Performing Qualified Military Service

If you are in the military reserves and are called to active duty for a period of at least 180 days, you may withdraw amounts from your **pay deferral account** and **Roth 403(b) account** during your period of military service. You may also withdraw amounts from your **other accounts that are 100% vested**.

The amount that you withdraw is taxable income. A 10% excise tax may apply to amounts withdrawn from any account other than your pay deferral account or Roth 403(b) account.

### **Rights After Reemployment**

If you return to work for MidMichigan while your rehire rights are protected by federal law, your special rights include the following:

- Your period of qualified military service will be counted in determining your years of vested service.
- If you failed to make pay deferral contributions while engaged in qualified military service, you have a limited amount of time to make up those contributions. This limited time period extends until the earlier of five years from the date you are reemployed after performing qualified military service, or the end of the period after reemployment that equals three times the period of qualified military service.
- MidMichigan will make matching contributions on any pay deferral contributions you make for the period of qualified military service if it made matching contributions for other similarly-situated participants during your period of qualified military service. MidMichigan will make these matching contributions as soon as administratively feasible after you make-up the pay deferral contributions.
- If you failed to receive an employer retirement contribution solely due to your qualified military service, MidMichigan will contribute an amount to your employer retirement contribution account equal to the amount you would have received if you were not in military service. MidMichigan will make its contribution as soon as administratively feasible after you are reemployed.

### Loans from the Plan

The interest rate on any loan you received from the Plan will be reduced to 6% per year during your period of qualified military service. The interest in excess of 6% per year is

forgiven. To receive this adjusted interest rate, you must provide a copy of your military orders to the plan administrator within 180 days after leaving military service.

### Death During Qualified Military Service

If you die while performing qualified military service and have rehire rights protected by federal law, you will be treated as 100% vested in all your accounts under the Plan, regardless of your years of vested service.

### ASSIGNMENT OF BENEFITS/QUALIFIED DOMESTIC RELATIONS ORDER

#### **General Rule**

Federal law generally does <u>not</u> permit your benefits under the Plan to be transferred or assigned to a third party. Also, except as permitted by federal law, your creditors generally cannot seize your benefits before they are paid to you.

### **Exception for QDROs**

Federal law permits your benefits to be assigned to a family member under a "qualified domestic relations order," otherwise known as a QDRO. Most typically, a QDRO is a court order in which you assign a portion of your benefits to your former spouse as part of a property settlement in a divorce.

The QDRO must satisfy certain legal requirements before it may be honored by the plan administrator. You may want to have the QDRO approved by the plan administrator before it is entered with the court. Copies of the Plan's QDRO procedures are available at no charge from the plan administrator.

#### **BENEFITS ARE NOT INSURED**

The Plan is not insured by the Pension Benefit Guaranty Corporation, a federal insurance agency, because Plan benefits are determined solely by the amount in your accounts and are not eligible for this insurance.

### ADMINISTRATION

MidMichigan Health is the plan administrator. The plan administrator is charged with the administration of the Plan. The plan administrator has the discretionary authority to decide all questions of eligibility for participation and eligibility for benefit payments and to determine the amount and manner of benefit payments.

The plan administrator will exercise its discretionary authority in a uniform and consistent manner, based upon the objective criteria set forth in the Plan. Further, the plan administrator has the discretionary authority to interpret the terms of the Plan. The plan administrator may delegate its duties to an administrative committee.

## AMENDMENT OR TERMINATION OF THE PLAN

MidMichigan intends to continue the Plan indefinitely, but reserves the right to amend or terminate the Plan at any time. But, because the Plan was established for the exclusive benefit of MidMichigan's employees and their beneficiaries, the Plan's amendment or termination cannot reduce the amount credited to your accounts when the amendment or termination occurs.

You will have a 100% vested right to your accounts if you are employed by MidMichigan when the Plan is terminated, regardless of your years of vested service. After paying the expenses of terminating the Plan, the remaining amounts in the Plan will be distributed to you and the other participants.

## YOUR RIGHTS AS A PARTICIPANT

As a participant in the **MidMichigan Health 403(b) Savings Plan**, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA").

#### **Plan Information and Benefits**

ERISA provides that all plan participants are entitled to:

- Examine, without charge, at the plan administrator's office all Plan documents, including summary plan descriptions 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 all Plan documents, including 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 of your accounts under the Plan and the vested portion of your accounts. If you are not fully vested, this statement will tell you how many more years you must work to become fully vested. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan administrator must provide the statement free of charge.

#### **Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the 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 MidMichigan or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

### **Enforcement of Rights**

If your claim for benefits under the Plan 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 limits. See the "APPEAL PROCEDURE" and "LEGAL ACTIONS" sections for further information.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the 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 plan administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, and if you have exhausted the appeal procedure available to you under the Plan, you may file suit in a state or federal court. In addition, if you disagree with the plan administrator's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that the 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.

### 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 ("YOUR RIGHTS AS A PARTICIPANT") or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest area office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefit 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 may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (866) 444-3272 or accessing its website at www.dol.gov/ebsa.

## OTHER BASIC INFORMATION ABOUT THE PLAN

Name of Plan:	MidMichigan Health 403(b) Savings Plan
Name, Address and Telephone Number of Plan Sponsor:	MidMichigan Health 4000 Wellness Drive Midland, MI 48670 (989) 839-3230
Plan Sponsor's Identification Number:	38-2459948
Plan Number:	003
Type of Plan:	Section 403(b) Plan
Type of Administration:	Self-Administered
Plan Administrator:	MidMichigan Health
Name and Address of Agent for Service of Legal Process:	Vice President of Human Resources MidMichigan Health 4000 Wellness Drive Midland, MI 48670 (989) 839-3230 Service of legal process may also be made on the plan administrator.
Fiscal Year of Plan:	January 1 through December 31
Contact Information for Prudential:	Telephone: (877) 778-2100 Internet: www.prudential.com/online/retirement
Telephone number for Prudential's Local Representative: (currently Jim Cabets)	Telephone: (855) 837-6152

## APPENDIX A

As stated in the "INVESTMENT OF YOUR ACCOUNTS" section of this Summary Plan Description, the Plan is intended to constitute a retirement plan under Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations (Section 2550.404c-1). As a participant in a Section 404(c) Plan, you are entitled to obtain certain information regarding the investment funds under the Plan. Most of this information is contained in each investment fund's prospectus. Specifically, you may submit a written request to the plan administrator to receive one or more of the following items:

- You may request a description of the annual operating expenses (e.g., investment management fees) of an investment fund.
- You will be given a summary copy of each investment fund's prospectus at the time you make your initial investment election. In addition, you may request summary and/or full copies of any subsequently-issued prospectuses, financial statements, financial reports or any other information furnished to the Plan relating to an investment fund.
- You may request a list of the assets comprising the portfolio of an investment fund and the value of the assets.
- You may request information concerning the value of shares or units in an investment fund as well as information concerning the past and current investment performance of the investment fund.
- You will receive a quarterly statement describing the value of your interest in each investment fund and the total value of your accounts. In addition, you may request, up to once per year, this account balance information.

If you have any questions regarding Section 404(c) of ERISA or the information that you may obtain, please contact the plan administrator.