

# Saint Francis Hospital and Medical Center Pension Plan Summary Plan Description

Effective January 1, 2024

# **Overview**

This booklet is a Summary Plan Description (SPD) that describes the important features of the Saint Francis Hospital and Medical Center Pension Plan (Plan).

The information contained in this SPD is accurate as of January 1, 2024. The provisions of the Plan described in this SPD may be changed from time to time. The most current version of the SPD will be posted on the Trinity Health My Benefits website at <a href="https://www.trinity-health.org/my-benefits/retirement/pension-documents-disclosures">https://www.trinity-health.org/my-benefits/retirement/pension-documents-disclosures</a>. If you are unable to access the website or to print a copy of the SPD from the website, you may request one by calling the Trinity Health Pension Office at 800-793-4733 or <a href="mailto:retirement@trinity-health.org">retirement@trinity-health.org</a>.

This SPD is only a summary of your benefits and rights under the Plan. It is not intended to describe every possible situation that could occur, but it does address most situations. It is important that you understand that the SPD cannot cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation.

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 generally determined by the terms of 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 the Trinity Health Pension Office at 800-793-4733 or <a href="retirement@trinity-health.org">retirement@trinity-health.org</a>. Although a Trinity Health Pension Office representative will help you obtain information about the Plan, the representatives cannot make a binding determination as to your rights or benefits under the Plan. Only the Plan Administrator has that right.

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# **Definitions**

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

Accrued Benefit — The amount of the monthly Normal Retirement Benefit payable on your Normal Retirement Date, or, if applicable, Late Retirement Date, in the Normal Form. Such amount is equal to the sum of your Defined Benefit, if any, plus the actuarial equivalent of your TSA Matching Account payable in the Normal Form on your Normal Retirement Date (or other determination date), if any. No Credited Service or Annual Salary is taken into account after your Freeze Date.

**Administrator** — The person(s) appointed by the Benefits Committee to assist with day-to-day administration of the Plan.

Annual Salary — Your salary or wage at your base hourly rate of pay multiplied by your scheduled work hours as recorded in your Employer's personnel files, as paid over the calendar year. The base rate of pay excludes special compensation such as bonus payments, differentials, overtime, or other extra compensation, but it includes any amounts you defer pursuant to a salary reduction agreement under an Employer-sponsored plan under Section 401(k), 402(e)(3), 403(b), 125, or (starting in 2001) 132(f)(4) of the Code. If you are on an approved absence, your Annual Salary will reflect the number of hours you would be scheduled to work had you not been on an approved absence. Your Annual Salary for a calendar year will not exceed the limitations under federal law for such year. Annual Salary applies only for periods on and after April 1, 1994, and no Annual Salary will be taken into account after your Freeze Date.

Average Final Compensation — Your average annual Compensation for the highest consecutive five calendar years of the 10 calendar years immediately preceding the earlier of the date your Average Final Compensation is determined or March 31, 1994, whichever applies to you. If the 10-year period includes a leave of absence without pay for which you receive a year of Credited Service, your basic rate of salary immediately prior to the leave will be applied. If in any year prior to 1995 (other than the year of retirement), you complete at least 500 but fewer than 2,000 Hours of Service, your Compensation for that year will be determined by dividing your actual Compensation for that year by your Hours of Service for that year and multiplying the result by 2,000. No adjustment will be made: (1) if you complete less than 500 Hours of Service; (2) if you have fewer than 2,000 Hours of Service for calendar years beginning on or after January 1, 1995; or (3) in the year of your retirement.

Beneficiary — The person you designate to receive your Plan benefit after your death. Your surviving spouse is your Beneficiary if you are married. For Plan purposes, your "spouse" is your legally married spouse determined under the law of the State or foreign jurisdiction where you and your spouse were married. If you are married, you may select a Beneficiary other than your spouse, but only with the written consent of your spouse. If you are married and designate your spouse as your Beneficiary, and your marriage is later terminated, your former spouse will remain your Beneficiary unless and until you change your Beneficiary or, if you remarry, your new spouse will become your Beneficiary (except as otherwise provided in a

As of October 1, 2021, if you elect a Joint and Survivor Option for payment, your Beneficiary designation cannot be revoked after filing your election with the Administrator, subject to limited exceptions established by the Plan Administrator in its sole discretion. Otherwise, your Beneficiary designation may be revoked or changed at any time until your benefit commences. However, if you elect to receive benefit in the form of a Ten Year Certain and Life Option (or in any other optional form that provides a guaranteed number of monthly payments), you may change your designation after your benefit Beneficiary commences, in the form and manner prescribed by the Administrator.

Qualified Domestic Relations Order). If you are not married, you must select a person or persons to be your Beneficiary. If you are not married and have not designated a Beneficiary (or your designated Beneficiary has died), your death benefits, if any, will be paid to your estate. You may designate your Beneficiary and change your designated Beneficiary by calling the Trinity Health Pension Office at 800-793-4733. Please note that, if you marry after you have made a Beneficiary designation, your marriage will nullify the Beneficiary designation you made prior to the marriage and your Beneficiary will be your spouse. If you wish to designate another Beneficiary, you will need your spouse's written consent.

Benefits Committee — The Trinity Health Benefits Committee. The Benefits Committee is the Plan Administrator. The Benefits Committee shares common religious bonds and convictions with the Catholic Church, and its principal purpose and function is to oversee the administration of employee benefit plans and programs adopted by Trinity Health Corporation and its subsidiaries that are "church plans" exempt from ERISA.

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

Compensation — For calendar years prior to 1995, for purposes of determining your Average Final Compensation, your Compensation generally means your W-2 wages paid for your services as an employee of an Employer before deduction of any 403(b) elective contributions. For years 1995 and after, Compensation means your salary or wage at your base hourly rate of pay multiplied by your scheduled work hours and accumulated over the calendar year. Your Compensation excludes special pay, such as bonuses, differentials, or overtime, but it includes any elective contributions you make under Section 401(k), 402(e)(3), 403(b), 125, or (starting in 2001) 132(f)(4) of the Code. No Compensation paid after the applicable Freeze Date is taken into account when determining your Accrued Benefit.

**Credited Service** — You will not earn any Credited Service after your applicable Freeze Date. Your Credited Service is determined under the terms of the Plan in effect on the earlier of your termination of employment or the applicable Freeze Date. In general, you earned a year of Credited Service for each calendar year in which you had at least 1,000 Hours of Service, excluding any years you forfeited due to a break in service.

There are special rules that apply to determining Credited Service. Please call the Trinity Health Pension Office at 800-793-4733 if you have questions about your Credited Service.

**Early Retirement Age** — The date on which you have both attained age 55 and were credited with three or more years of Vesting Service.

**Early Retirement Date** — The first day of the month coinciding with or next following the last day of active employment after you reached Early Retirement Age.

Employee — A person employed by an Employer who is not:

- Covered by a collective bargaining agreement (unless participation was provided for under the collective bargaining agreement);
- A leased employee or independent contractor who is not treated as a regular or "common law" employee;
- A nonresident alien with no U.S. source income;
- An employee of Mount Sinai Hospital prior to October 1, 1995; or
- An employee of Saint Francis Hospital and Medical Center, prior to October 1, 1997, who was assigned to the Mount Sinai campus if the employee was a participant in the Mount Sinai Plan on October 1, 1995.

**Employer** — Saint Francis Hospital and Medical Center and each Participating Employer.

ERISA — The Employee Retirement Income Security Act of 1974, as amended.

**Freeze Date** — If you are not a Grandfathered Participant, your applicable Freeze Date is September 30, 2006. If you are a Grandfathered Participant, your applicable Freeze Date is September 30, 2009.

**Grandfathered Participant** — You are a Grandfathered Participant if you, as of September 30, 2006, satisfied each of the following requirements: (a) you were actively employed by the Employer; (b) you had at least ten years of Credited Service; and (c) the sum of your age plus years of Credited Service was at least 55.

Hours of Service — Each hour you work and are paid, or entitled to be paid, by an Employer or a Related Employer for the performance of duties. Hours of Service also include other hours for which you are paid, or entitled to be paid, by your Employer or a Related Employer, on account of a period of time during which no duties are performed, such as vacations, holidays, illness, incapacity (including short-term disability but not long-term disability), layoff, jury duty, military duty, on-call status, paid time off ("PTO"), or other approved paid leaves of absence. Hours of Service for an on-call period are determined by dividing the on-call pay received by your regular rate of pay. You do not earn Hours of Service for time during which you receive workers' compensation or unemployment compensation or for medical reimbursement payments which solely reimburse you for medical or medically related

expenses incurred by you, or for voluntary cash outs of PTO. You also do not earn Hours of Service with respect to severance pay or salary continuation paid after the last day that you perform services for the Employer.

Interest Crediting Rate — The applicable Interest Crediting Rate does not exceed a market rate, adjusted annually, and, except as otherwise provided by federal law, is 4% per year. However, the applicable rate beginning on the April 1 following the calendar year in which you attain age 70½, and ending on the date benefits commence in an amount sufficient to satisfy Code Section 401(a)(9), is the greater of 4% or the annual rate of interest based on 30-Year Treasury Securities as specified by the Internal Revenue Service and as in effect for May prior to the applicable Plan Year. The applicable Interest Crediting Rate prior to January 1, 2002 was as follows:

Applicable Period	Interest Crediting Rate (Per Year)
April 1, 1994 to December 31, 1998	6.00%
January 1, 1999 to December 31, 1999	5.00%
January 1, 2000 to December 31, 2000	6.00%
January 1, 2001 to December 31, 2001	5.00%

Mount Sinai Credited Service — You will not earn any Credited Service after your applicable Freeze Date. In general, you earned a year of Mount Sinai Credited Service for each calendar year as a participant in the Mount Sinai Plan in which: (a) before 1995 you had at least 2,000 Hours of Service (with a fractional year earned if you had at least 1,000 Hours of Service); and (b) after 1994 you had at least 1,000 Hours of Service.

There are special rules that apply to determining Mount Sinai Credited Service. Please call the Trinity Health Pension Office at 800-793-4733 if you have questions about your Credited Service.

**Mount Sinai Plan** — The Mount Sinai Hospital Employees' Retirement Plan, which was merged into the Saint Francis Hospital and Medical Center Pension Plan on October 1, 1997.

Normal Retirement Age — Age 65.

**Normal Retirement Date** — The first day of the month coinciding with or next following the date you reach Normal Retirement Age.

**Participating Employer** — Saint Francis Hospital and Medical Center; Mount Sinai Rehabilitation Hospital, Inc.; Saint Francis Medical Group, Inc.; and Saint Francis Health Care Partners, Inc.

**Plan** — The Saint Francis Hospital and Medical Center Pension Plan.

**Plan Year** — The 12-month period from October 1 – September 30.

**Related Employer** — A member of a controlled group of corporations, a trade or business (whether or not incorporated) under common control, or a member of an "affiliated service group," as determined pursuant to rules under the Code.

Social Security Taxable Wage Base — For any particular calendar year, the contribution and benefit base in effect

under Section 230 of the Social Security Act in effect at the beginning of the year. The Social Security Taxable Wage Base shall be subject to annual cost-of-living adjustments. For calendar year 2009, the Social Security Taxable Wage Base equaled \$106,800.

**Trinity Health** — As used in this SPD, Trinity Health refers not only to Trinity Health Corporation, but also to all entities which are Related Employers of Trinity Health Corporation, whether or not they are participating Employers, as well as all entities that are participating Employers in the Plan along with their Related Employers, whether or not they are participating Employers.

**Vesting Service** — You earn a year of Vesting Service for each calendar year in which you had at least 1,000 Hours of Service, excluding any years you forfeited due to a break in service.

There are special rules that apply to determining Vesting Service. Please call the Trinity Health Pension Office at 800-793-4733 if you have questions about your Vesting Service.

# Saint Francis Hospital and Medical Center Pension Plan

#### WHO IS ELIGIBLE FOR THE PLAN?

The Plan is frozen. No new individuals are eligible to participate in the Plan after September 30, 2006, except for any former Grandfathered Participants who became rehired on or before September 30, 2009. No new benefits accrued under the Plan after September 30, 2009.

#### WHEN DOES MY PARTICIPATION IN THE PLAN END?

You will remain a participant in the Plan until you no longer have an Accrued Benefit under the Plan.

#### **HOW IS MY PLAN BENEFIT CALCULATED?**

The Normal Retirement Benefit is equal to the sum of your <u>Defined Benefit</u> plus your <u>TSA Matching Benefit</u>, if any. These two portions of your benefit are described below.

#### **HOW IS THE DEFINED BENEFIT CALCULATED?**

Your Defined Benefit is generally equal to the sum of the following, subject to the Minimum Benefit described below:

- Your Regular Retirement Benefit;
- · Your Frozen Benefit, if any; and
- Your Mount Sinai Frozen Benefit, if any.

# **Regular Retirement Benefit**

Your monthly Regular Retirement Benefit is equal to one-twelfth (1/12<sup>th</sup>) of the sum of the following for each calendar year (beginning with 1997) in which you earn a full or partial year of Credited Service:

- 1.5% of the lesser of (a) your Annual Salary with the Employer for that calendar year; and (b) one-half of the applicable Social Security Taxable Wage Base; PLUS
- 2% of the excess, if any, of (a) your Annual Salary with the Employer for that calendar year over (b) one-half of the applicable Social Security Taxable Wage Base.

#### Example

1.	One-half of the 2009 Social Security Taxable Wage Base	\$53,400
2.	2009 Annual Salary	55,350
3.	Lesser of item 1 and item 2	\$53,400
4.	1.5% of item 3	\$801
5.	Excess of item 2 over item 1, but not less than zero	\$1,950
6.	2% of item 5	\$39

- 7. Annual Regular Retirement Benefit accrued in 2009, item 4 plus item 6 \$840
- 8. Monthly Regular Retirement Benefit accrued in 2009, item 7/12 \$70

The monthly Regular Retirement Benefit in this example increases by \$70 for this one year of service. If this participant had earned the same monthly Regular Retirement Benefit for each of 20 years of service, the total monthly Regular Retirement Benefit at retirement would be \$1,400 (\$70 x 20).

If you are credited with less than a full year of Credited Service, such amount will be reduced proportionately. Your Regular Retirement Benefit solely for calendar year 1997 will not be less than the sum of the following:

- Your Regular Retirement Benefit (as determined under the Plan as in effect prior to 2017) for the period from January 1, 1997 through September 30, 1997; PLUS
- Your Regular Retirement Benefit under the Mount Sinai Plan for the period from January 1, 1997 through September 30,1997.

Your Regular Retirement Benefit will also include the sum of:

- Your 1994-1996 Regular Retirement Benefit, if any, as described below; PLUS
- Your Mount Sinai 1994-1996 Regular Retirement Benefit, if any, as described below.

1994-1996 Regular Retirement Benefit. Your monthly 1994 -1996 Regular Retirement Benefit is equal to one-twelfth (1/12th) of the sum of the following for each calendar year from 1994 through 1996 in which you earned a full or partial year of Credited Service:

- 1.5% of an amount equal to the lesser of (a) your Annual Salary with the Employer and Mount Sinai Hospital combined for that calendar year and (b) one-half of the applicable Social Security Taxable Wage Base;
   PLUS
- 2% of an amount equal to the excess, if any, of (a) your Annual Salary with the Employer and Mount Sinai Hospital combined for that calendar year over (b) one-half of the applicable Social Security Taxable Wage Base.

If you are credited with less than a full year of Credited Service, such amount will be reduced proportionately. If you have a vested Accrued Benefit under this Plan, and a vested accrued benefit under the Mount Sinai Plan for 1994-1996, your 1994-1996 Regular Retirement Benefit determined for each calendar year will be multiplied by a fraction, the numerator of which is your Hours of Service for the year for the Employer, and the denominator of which is the total of the Hours of Service for such year at the Employer and at Mount Sinai Hospital.

Mount Sinai 1994-1996 Regular Retirement Benefit. Your monthly Mount Sinai 1994-1996 Regular Retirement Benefit is equal to one-twelfth (1/12th) of the sum of the following for calendar years 1994 through 1996 in which you earned a full or partial year of credited service at Mount Sinai:

- 1.5% of an amount equal to the lesser of (a) your Annual Salary with Mount Sinai Hospital and Saint Francis
  Hospital and Medical Center combined for that calendar year and (b) one-half of the applicable Social
  Security Taxable Wage Base; plus
- 2% of the excess, if any, of (a) your Annual Salary with Mount Sinai Hospital and Saint Francis Hospital
  and Medical Center combined for that calendar year over (b) one-half of the applicable Social Security
  Taxable Wage Base.

If you are credited with less than a full year of credited service with Mount Sinai, the applicable amount is reduced proportionately. If you have a vested benefit under the Mount Sinai Plan, and a vested benefit under the Plan in such years, your Mount Sinai 1994-1996 Regular Retirement Benefit for each calendar year will be multiplied by a fraction, the numerator of which is the Hours of Service for such year at Mount Sinai Hospital, and the denominator of which is the total of the Hours of Service for such year at Mount Sinai Hospital and at the Employer.

#### **Frozen Benefit**

Your monthly Frozen Benefit is determined as of March 31, 1994. It equals the product of the following:

- 50% of your Average Monthly Earnings as of March 31, 1994, less 50% of your Social Security as of March 31, 1994; MULTIPLIED BY
- A fraction (not to exceed one), the numerator of which is your total years of Credited Service completed as
  of March 31, 1994 and the denominator of which is 25.

#### **Mount Sinai Frozen Benefit**

Your monthly Mount Sinai Frozen Benefit, if any, is determined as of March 31, 1994. It is equal to one-twelfth (1/12th) of the product of the following:

- 1% of your Average Final Compensation as of March 31, 1994 (up to the amount of your Social Security covered compensation), plus 1.75% of your Average Final Compensation as of March 31, 1994 in excess of such Social Security covered compensation; MULTIPLIED BY
- Your years of Mount Sinai Credited Service as of March 31, 1994 (up to a maximum of 30 years).

Your annual Mount Sinai Frozen Benefit cannot exceed 50% of your Average Final Compensation or \$60,000, whichever is less.

# **Minimum Defined Benefit**

Your Defined Benefit will never be less than the greater of:

- The sum of your Minimum Retirement Benefit (see below) plus your Mount Sinai Minimum Retirement Benefit (see below);
- The sum of your benefits as of September 30, 1997 under the Plan and under the Mount Sinai Plan;

- The sum of your benefits as of September 30, 1994 under the Plan and under the Mount Sinai Hospital Employees' Retirement Plan;
- Your monthly Accrued Benefit under this Plan upon retirement, death, or termination of employment reflecting all of your Credited Service;
- For certain employees who transferred from Mount Sinai Hospital to the Employer between July 1, 1991 and September 30, 1997, the greater of: (1) your benefit under the Plan (excluding your Hours of Service at Mount Sinai Hospital prior to your transfer); and (2) your benefit under the Mount Sinai Plan, based on your earnings and Hours of Service at Mount Sinai Hospital plus your earnings and Hours of Service as an Employee; and
- For certain employees who transferred from Saint Francis Hospital and Medical Center to Mount Sinai Hospital between July 1, 1991 and September 30, 1997, the greater of: (1) your benefit under the Mount Sinai Plan (excluding your Hours of Service at Saint Francis Hospital and Medical Center prior to your transfer); and (2) your benefit under the Plan, based on your earnings and Hours of Service at Saint Francis Hospital and Medical Center plus your earnings and Hours of Service at Mount Sinai Hospital.

Minimum Retirement Benefit. The Minimum Retirement Benefit was frozen as of September 30, 2009. You are eligible for a Minimum Retirement Benefit if you were a Participant in the Plan on March 31, 1994 and either (1) you had attained age 55 and completed at least 5 years of Vesting Service under the Plan as of March 31, 1994, or (2) your age plus years of Vesting Service under the Plan as of March 31, 1994 was 70 or more. If you are eligible for a Minimum Retirement Benefit, it is equal to the product of the following:

- 50% of your Average Monthly Earnings, less 50% of your Social Security, as of the date of determination;
   MULTIPLIED BY
- A fraction not to exceed one, the numerator of which is your total number of years of Credited Service and the denominator of which is 25.

Mount Sinai Minimum Retirement Benefit. Your Mount Sinai Minimum Retirement Benefit was frozen as of September 30, 2009 and cannot exceed 50% of your Average Final Compensation or \$60,000, whichever is less. You are eligible for the Mount Sinai Minimum Retirement Benefit you were a Participant in the Mount Sinai Plan on March 31, 1994 and either (1) you had attained age 55 and completed at least 10 years of Vesting Service under the Plan as of March 31, 1994, or (2) your age plus years of Vesting Service under the Plan as of March 31, 1994 was 70 or more. If you are eligible for a Mount Sinai Minimum Retirement Benefit, it is equal to one-twelfth (1/12) of the product of the following:

1% of your Average Final Compensation (up to the amount of your Social Security covered compensation)
 plus 1.75% of your Average Final Compensation in excess of such Social Security covered compensation;
 multiplied by

 Your years of Mount Sinai Credited Service through December 31, 1997, plus your Credited Service under this Plan thereafter as of the date of determination up to a maximum of 30 years.

#### **HOW IS THE TSA MATCHING BENEFIT CALCULATED?**

Your TSA Matching Benefit is a hypothetical bookkeeping account. No specific funds or assets are allocated to your account, and you are not credited with any interest earned on actual assets in the Plan. Your monthly TSA Matching Benefit is equal to the sum of:

- The hypothetical Employer Matching Contributions credited to your TSA Matching Account;
- The hypothetical Employer Matching Contributions credited to your 1994-1996 TSA Matching Account, if any;
- The hypothetical Employer Matching Contributions credited to your Mount Sinai 1994-1996 TSA Matching Account, if any; and
- The hypothetical Interest Credits on the above accounts.

If you are a union participant, you do not have a TSA Matching Benefit under the Plan.

# **TSA Matching Account**

No contributions are credited after September 30, 2006. For each year from 1997 through September 30, 2006 in which you earned a full or partial year of Credited Service, the lesser of the following amounts, multiplied by your Credited Service for the year, was credited to your TSA Matching Account:

- 50% of your salary reduction contributions to your Employer's Code Section 403(b) tax sheltered annuity plan; or
- 4% of your Annual Salary.

#### 1994-1996 TSA Matching Account

No contributions are credited after 1996. For each year from 1994 through 1996 in which you earned a full or partial year of Credited Service, the lesser of the following amounts, multiplied by your Credited Service for the year, was credited to your 1994-1996 TSA Matching Account:

- 50% of your salary reduction contributions to your Employer's Code Section 403(b) tax sheltered annuity plan; or
- 4% of your Annual Salary.

For 1994, your Annual Salary was determined based on the period from April 1, 1994 through December 31, 1994.

# **Mount Sinai 1994-1996 TSA Matching Account**

No contributions are credited after 1996. For each year from 1994 through 1996 in which you earned a full or partial year of Mount Sinai Credited Service, the lesser of the following amounts, multiplied by your Mount Sinai Credited Service for the year, was credited to your Mount Sinai 1994-1996 TSA Matching Account:

- 50% of your salary reduction contributions to Mount Sinai Hospital's Code Section 403(b) tax sheltered annuity plan; or
- 4% of your Annual Salary.

For 1994: (1) you were eligible for a contribution if you earned a full or partial year of Credited Service at Mount Sinai between October 1, 1993 and December 31, 1994 (no greater than one year of Mount Sinai Credited Service); and (2) your Annual Salary was determined based on the period from April 1, 1994 through December 31, 1994.

#### **Interest Credits**

On the last day of each Plan Year, your TSA Matching Benefit is credited with interest equal to the applicable Interest Crediting Rate multiplied by the balance of your TSA Matching Benefit on the last day of the preceding Plan Year. You will receive interest credits until your expected benefit commencement. The interest credited in the year of your expected benefit commencement is prorated by a fraction equal to the number of complete months from the beginning of the Plan Year to your benefit commencement date over 12.

#### WHEN WILL I BEGIN RECEIVING A BENEFIT?

#### **Normal Retirement Benefit**

After reaching your Normal Retirement Age, you will be entitled to begin receiving a monthly benefit equal to the Normal Retirement Benefit (as calculated above), payable in the Normal Form, beginning on your Normal Retirement Date. As of October 1, 2021, you are not required to terminate your employment before beginning your Normal Retirement Benefit. No retroactive payments or actuarial adjustments will be made if you are an active employee, you reached your Normal Retirement Date before October 1, 2021, and you elected to begin your benefit on or after October 1, 2021.

# **Early Retirement Benefit**

If you have reached Early Retirement Age and terminated your employment, you may elect to commence a reduced benefit as early as your Participant's Early Retirement Date, and prior to your Normal Retirement Date. Your benefits will be equal to the actuarial equivalent of your TSA Matching Benefit on your Early Retirement Date plus the greater of (a), (b), or the sum of (c) and (d), below:

(a) The applicable percentage (see the table below) of your Defined Benefit as of your Early Retirement Date; or

(b) Your Defined Benefit as of March 31, 1994 reduced by 4% for each year that your Early Retirement Date precedes your Normal Retirement Date.\*

For employees of Mount Sinai Hospital first credited with an Hour of Service before April 1, 1994 in the Mount Sinai Plan, your Early Retirement Benefit shall not be less than the sum of the following:

- (c) The applicable percentage (see the table below) of your Accrued Benefit under the Plan as of September 30, 1997; plus
- (d) Your Mount Sinai Frozen Benefit reduced by 4% for each year that your Early Retirement Date precedes your Normal Retirement Date.\*

#### **Early Retirement Benefit Table:**

Number of Years Early Retirement Date Precedes Normal Retirement Date *	Applicable Percentage
0	100.0%
1	93.3%
2	86.6%
3	79.9%
4	73.2%
5	66.5%
6	63.2%
7	59.9%
8	56.6%
9	53.3%
10	50.0%

<sup>\*</sup> If not a whole number of years, the applicable percentage (either from the Early Retirement Benefit Table or the percentages resulting from the 4% per year reduction) will be prorated.

# **Example**

If the date on which your benefits start is not your birth date – for example, you are 62 years and 6 months old – the percentage of your accrued benefit is prorated between the percentages at age 62 and age 63. Continuing with this example and using the table above, if you are age 62 and 6 months old, you would receive 83.25% of your accrued benefit. This percentage is determined by adding the age 62 percentage (79.9) to one-half of the difference between the age 62 and age 63 percentages (86.6 – 79.9 = 6.7, and  $\frac{1}{2}$  of 6.7 = 3.35). Your percentage would be 83.25 (79.9 + 3.35).

#### **Late Retirement Benefit**

Before October 1, 2021, if your employment continued past your Normal Retirement Age, you were entitled to a Late Retirement Benefit when you terminated your employment. On and after October 1, 2021, if you continue employment past your Normal Retirement Age, or if you do not apply for and commence benefits by your Normal Retirement Date, you can apply for a Late Retirement Benefit. Your Late Retirement Date is the date your Late Retirement Benefit commences.

Under federal tax law, you are required to start receiving your benefit no later than April 1st of the year following the later of the year you terminate employment or the year you attain age 70 ½ (if you reached age 70½ before January 1, 2020), age 72 (if you reached age 72 before January 1, 2023), age 73 (if you reach age 73 on or after January 1, 2023 and before January 1, 2033), or age 75 (if you reach age 74 on or after January 1, 2033). If you do not start payments before that time, you will be contacted to begin distributions in accordance with these legal requirements.

Your Late Retirement Benefit payable in the Normal Form will be equal to your Accrued Benefit as of the earlier of your termination of employment or your Late Retirement Date. Your Late Retirement Benefit will not be less than your Normal Retirement Benefit. Your TSA Matching Benefit will be adjusted for Interest Credits through the commencement date.

If your Late Retirement Benefit commences in a calendar year after the calendar year in which you attain age 70½, your Accrued Benefit (other than the TSA Matching Benefit portion), will be actuarially increased to take into account the period after age 70½ in which you were not receiving any benefits. No actuarial adjustment will be made because of any delay in the commencement of benefits after your Normal Retirement Date and before you attain age 70½.

# WHEN DO MY BENEFITS VEST?

As of October 1, 2021, all Participants in the Plan are 100% vested in their Accrued Benefits.

#### **HOW DO I APPLY FOR BENEFITS?**

When your employment terminates, the Trinity Health Pension Office will mail information regarding your Plan benefit to you at your address on file. If you are eligible to begin receiving your benefit at that time, the appropriate election forms and a benefit calculation will be included in your mailing. If you are not eligible for your Plan benefit when your employment terminates, or if you choose to delay receipt of your benefit, it is up to you to contact the Trinity Health Pension Office at 800-793-4733 to apply for your benefit. The Trinity Health Pension Office will then mail you the appropriate election forms and a benefit calculation at your address on file with the Trinity Health Pension Office.

If your employment has terminated and you have not already elected to begin receiving your Plan benefit, shortly before you turn age 65, the Trinity Health Pension Office will again mail information regarding your Plan benefit and the appropriate election forms and a benefit calculation to your address on file. Please note that there is generally no advantage to waiting until after your Normal Retirement Date to begin receiving your Defined Benefit. The monthly benefit amount does not increase if you delay starting your payments after you reach your Normal

Retirement Date, and you will not receive back payments if you file for your benefits after your Normal Retirement Date. In other words, generally speaking, the longer you wait to apply after for your benefits your Normal Retirement Date, the longer it will take to start your benefit, and the lower your overall benefit will be.

If your employment has not terminated, the Trinity Health Pension Office will mail information regarding your Plan benefit and the appropriate election forms and a benefit calculation to your address on file shortly before you turn age 65. Again, note that there is generally no advantage to waiting until after your Normal Retirement Date to begin receiving your Defined Benefit.

If you, your spouse, or your Beneficiary think you are eligible for benefits or death benefits, it is up to you, your spouse, or your Beneficiary to contact the Trinity Health Pension Office at 800-793-4733 to request your Plan benefit. It is ultimately your responsibility to apply for your own benefit. If you do not apply for your Plan benefit in a timely manner, the Plan will not pay your benefit retroactively.

To receive payment of your Plan benefit, you must either:

(1) Mail the original, completed signed and dated election forms and any required supporting documentation to the Trinity Health Pension Office at:

Trinity Health Pension Office 20555 Victor Parkway Livonia, Michigan 48152

-OR-

(2) Fax the signed and dated election forms and any supporting documentation to the Trinity Health Pension Office at 312-957-2528.

You must submit the completed election forms to the Trinity Health Pension Office as soon as possible after you receive the forms, but no more than 90 days before the date you want payments to begin. Also, you must furnish any required information such as proof of your age and your spouse's age, a complete copy of any divorce documents, and your spouse's death certificate, if applicable, to the Trinity Health Pension Office along with the election forms. If the Trinity Health Pension Office does not receive your completed election forms and additional required information within 90 days of the print date on the top of Form #1 in Your Personalized Pension Benefit Forms Packet, your entire benefit will have to be recalculated with a new benefit commencement date. You will need to make a new written request to the Trinity Health Pension Office (at the address above) to receive your Plan benefit. Your benefit payment amount will then be recalculated and the Trinity Health Pension Office will send you new election forms and a new benefit calculation. In order to receive payment of your benefit, you must submit the new election forms and any additional required information within 90 days of the print date on the top of Form #1 in Your Personalized Pension Benefit Forms Packet or your entire benefit will have to be recalculated again. It is important to submit your forms on time if you want your benefit to start as soon as possible. Please note that the Plan will not pay benefits retroactively. Failure to submit your election forms and any additional required information

within the timeframe indicated on Form #1 will result in a new benefit calculation with a new benefit commencement date.

#### **HOW WILL MY PLAN BENEFIT BE PAID?**

#### **Normal Form**

If you are single, the standard form of monthly benefit payments is a Single Life Annuity. You will receive a monthly income beginning on the first day of the month coinciding with or next following your Early, Normal, or Late Retirement and continuing for your lifetime (and ceasing upon your death).

If you are married, the standard form of monthly benefit payments is a Qualified Joint and Survivor Annuity. You will receive a monthly income beginning on the first day of the month coinciding with or next following your Early, Normal, or Late Retirement Date and continuing for your lifetime (and ceasing upon your death). Thereafter your surviving spouse, if any, will receive a monthly income equal to 50% of the amount payable to you. Payments to your surviving spouse will begin on the first day of the month following the date of your death and continuing for your surviving spouse's lifetime (and ceasing upon the surviving spouse's death).

Effective October 1, 2021, you may elect, in a written application provided by the Plan, to receive payment of your Accrued Benefit in one of the optional forms ("Optional Payment Forms") listed below, subject to the following rules:

- The annuity Optional Payment Forms listed below are available only if you are at least age 55.
- Only one form of annuity may be elected for your entire Accrued Benefit.
- If you elect to receive your TSA Matching Benefit in the form of an annuity, your entire Accrued Benefit must commence payment on the same date.
- Unless the lump-sum present value of your Defined Benefit is \$5,000 or less, you may not elect to receive payment of your Defined Benefit and defer receipt of the payment of the TSA Matching Benefit.
- To waive a Qualified Joint and Survivor Option and elect an Optional Payment Form (other than a Joint and Survivor Option with your spouse as the Beneficiary, or with respect to a Mandatory Lump Sum), your election must be in writing, and your spouse must consent in writing in accordance with the Plan's procedures.
- Your election of an Optional Payment Form and the designation of a Beneficiary if you elect a Joint and Survivor option cannot be revoked once your properly completed form is filed with the Plan.

# **Optional Payment Forms**

Single Life Option. Monthly benefit payments for your lifetime, with payments ending on your death.

<u>Ten-Year Certain and Life Option</u>. Monthly benefit payments for your lifetime, with a guarantee that 120 payments will be made. If you die before 120 payments, monthly benefit payments will continue to your Beneficiary or contingent Beneficiary until a total of 120 payments are paid to you and your Beneficiaries. You may not elect this benefit if the guaranteed term exceeds your life expectancy at the time your benefit commences.

<u>Joint and Survivor Option</u>. Monthly benefit payments for your lifetime, with either 50% or 100% of such amount continuing thereafter, as selected by you, to your surviving spouse or other Beneficiary designated in writing by the Participant, payable for the Beneficiary's lifetime. Should your Beneficiary die before your benefit payments begin, your election of the Joint and Survivor Option will be void and monthly benefit payments shall be paid under the Normal Form. Should the Beneficiary die after benefit payments have begun to you, no alternative Beneficiary may be named. If your designated Beneficiary is not your spouse, the actuarial equivalent of the benefits payable to you will be more than 50% of the actuarial equivalent of the benefits payable to your designated Beneficiary.

If your designated Beneficiary is not your spouse, you are not eligible to elect the Joint and 100% Survivor Annuity Option if your Beneficiary is older than you and the difference between your ages (based on your ages on your birthdays in the calendar year in which the benefit begins) is more than 10 years. However, if you are younger than age 70 when your benefits begin, the age difference between you and your Beneficiary is reduced by the number of years that you are younger than 70 (as of your birthday in the year in which you start your benefits). If this reduced age difference is 10 years or less, the Joint and 100% Survivor Annuity Option is still available to you.

<u>Small Periodic Payments</u>. If the amount of any monthly benefit payable to you is less than \$25, the Administrator may pay such monthly benefit to you, your spouse, or your Beneficiary in equivalent quarterly, semi-annual, or annual payments.

Mandatory Lump Sum. If you terminate your employment and the present value of the Defined Benefit portion of your benefit, if any, is \$5,000 or less (\$1,000 or less before October, 1, 2021), the only form of payment available to you for the Defined Benefit portion of your benefit is a lump sum. Similarly, if the TSA Matching Benefit portion of your benefit is \$5,000 or less (\$1,000 or less before October, 1, 2021), the only form of payment available to you for the TSA Matching Benefit portion of your benefit is a lump sum. You may elect whether to receive such distributions as soon as administratively practicable, regardless of your age following the termination of your employment or Normal Retirement Date. The consent of your spouse, if any, is not required to receive a mandatory lump-sum distribution.

Optional Lump Sum. If the present value of the Defined Benefit portion of your benefit, if any, is more than \$5,000, it is not payable in one lump sum and you may not commence monthly payments of the Defined Benefit before you reach age 55. If your TSA Matching Account is more than \$5,000, you may elect whether or not to receive that portion of your benefit as soon as administratively practicable in one lump-sum payment; however, this does not apply to the present value of a monthly benefit being received by a Participant or other person who is presently in pay status.

<u>Direct Rollover</u>. A single lump sum payable as a direct rollover to an eligible retirement plan, which may include an IRA, a Roth IRA, a 403(b) plan, a qualified plan under Code Section 401(a), or an eligible deferred compensation plan sponsored by a government entity under Code Section 457(b).

# WHAT HAPPENS TO MY BENEFIT IF I WORK AFTER RETIREMENT?

Once you begin receiving a monthly benefit from this Plan, regardless of your age, you can continue receiving your benefit while working for an employer other than Trinity Health. If you wish to continue, or return to employment, with Trinity Health, there are different rules that apply to you depending on your age.

# **Under Age 65**

If you are under age 65, there must be a bona fide termination of your employment with Trinity Health for you to begin receiving monthly payments of your Accrued Benefit. A bona fide termination occurs if, at the time your employment terminates, there is no understanding that you will be reemployed and you remain unemployed by Trinity Health for at least 120 consecutive days following your termination from employment (measured beginning on the last day of the last payroll period for which you are paid by any of the participating Employers or any of the participating Employers' Related Employers). These rules are strictly enforced.

If you are reemployed by the Employer or a Related Employer on or after October 1, 2021, before you reach age 65, and after incurring a bona fide termination of employment, and you are receiving monthly benefit payments, your monthly benefit payments will continue as is. You generally cannot elect a new form of benefit payment or designate a new Beneficiary or contingent annuitant when you terminate employment or reach age 65.

If you are reemployed by the Employer or a Related Employer on or after October 1, 2021, before you reach age 65, and without incurring a bona fide termination of employment, your monthly benefits will immediately cease until you elect to recommence your benefits following the termination of your employment or your Normal Retirement Date.

# Over Age 65

If you are over the age of 65, you may begin to receive your benefit regardless of your continued employment. Generally, there is no advantage to waiting until after your Normal Retirement Date to begin receiving the Defined Benefit portion of your Accrued Benefit. Your participation in the Plan will continue until all amounts credited to your Plan account are distributed to you or your Beneficiary.

# WHAT HAPPENS TO MY BENEFIT IF I DIE BEFORE I RETIRE?

If you die before payment of your Defined Benefit or your TSA Matching Benefit begins, your Beneficiary will receive a pre-retirement death benefit if you were either:

- An Active Participant who satisfied the eligibility requirements for Normal Retirement;
- An Active Participant with a vested interest in your Defined Benefit and/or your TSA Matching Benefit; or
- A vested, terminated Participant.

If you die after your properly completed election is filed with the Plan Administrator, subject to limited exceptions established by the Plan Administrator, your election will be effective and no pre-retirement death benefit will be paid.

You may elect someone other than your spouse as your pre-retirement death Beneficiary, but only if your spouse signs a waiver form consenting to your designation of someone else as your Beneficiary. The spousal waiver and Beneficiary Form RP-20 may be obtained from the Retirement Program website at <a href="https://retirementprogram.trinity-health.org">https://retirementprogram.trinity-health.org</a> or from your Human Resources department or by telephoning the Trinity Health Pension Office at 800-793-4733.

#### **Amount of Pre-Retirement Death Benefit**

The death benefit payable to your surviving spouse with respect to the Defined Benefit portion of your benefit, if any, is either:

- After Age 55. If you die after attaining age 55, your surviving spouse's interest under a Qualified Joint and Survivor Annuity (see below) is determined as though you had retired the day before your death with an immediate Qualified Joint and Survivor Annuity.
- Before Age 55. If you die before attaining 55, your surviving spouse's 's interest under a Qualified Joint and Survivor Annuity (see below) is determined as though you, in the case of an Active Participant, (a) terminated employment on the date of death, (b) survived to age 55, (c) retired on your 55th birthday with an immediate Qualified Joint and Survivor Annuity, and (d) died the next day. In the case of a vested terminated Participant, as though you (1) terminated your employment at the actual time of termination, (2) survived to age 55, (3) elected to begin benefit payments on your 55th birthday in the form of an immediate Qualified Joint and Survivor Annuity, and (4) died the next day.

The death benefit payable to your Beneficiary with respect to the TSA Matching Benefit portion of your benefit will equal the balance of the account on the earlier of the date of death or the payment date.

#### Form of Pre-Retirement Death Benefit

The death benefit to your surviving spouse will be paid as a Qualified Pre-retirement Survivor Benefit. A "Qualified Pre-retirement Survivor Benefit" is a monthly survivor annuity payable for the life of your surviving spouse commencing as of the first day of the month following your death. At your surviving spouse's election, it will be paid as of the first day of any succeeding month, but not later than the month in which you would have reached your Normal Retirement Age. No death benefit with respect to the Defined Benefit portion of your benefit will be paid if your surviving spouse dies before commencing the benefit, even if your surviving spouse elected to delay payment.

The lump-sum present value of the death benefit will be paid, subject to your spouse's, Beneficiary's, or contingent Beneficiary's consent, as soon as administratively practicable in one lump sum if:

- Mandatory Lump Sum. Effective on and after October 1, 2021, your Beneficiary (or contingent Beneficiary)
  to whom the death benefit will be paid with respect to your TSA Matching Benefit, if any, is someone other
  than your surviving spouse.
- Optional Lump Sum. With respect to your Defined Benefit and your TSA Matching Account, your spouse so elects in writing. However, effective October 1, 2021: (a) if the lump-sum present value of the Defined

Benefit portion of the death benefit, if any, is \$5,000 or less, the Defined Benefit portion will automatically be paid to your spouse as soon as administratively practicable in one lump sum and no other payment option is available; and (b) if the TSA Matching Benefit portion of the death benefit, if any, is \$5,000 or less, the TSA Matching Benefit portion will automatically be paid to your Beneficiary as soon as administratively practicable in one lump sum and no other payment option is available.

# WHAT HAPPENS TO MY BENEFIT IF I DIE AFTER I RETIRE?

If you have already retired and have begun to receive benefits, the availability of a death benefit for your spouse, Beneficiary, or survivor will be determined by the optional form of benefit payment you selected at the time you retired. For example, if you elected the Single Life Option, benefits generally cease at your death and no death benefits are payable.

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

The Plan Administrator (or its delegate) is responsible for determining the amounts payable from the Plan and advising each participant or Beneficiary of those amounts. The Plan Administrator (or its delegate) will either approve your application for benefits or explain why your claim is being denied (by referring to specific Plan provisions) and how applications are reviewed. If you disagree with a decision, you or your authorized representative may ask for a review by submitting a written request to the Plan Administrator. Your request should include the issues and comments you feel are important. You also may review pertinent documents if you wish. The Plan Administrator (or its delegate) must receive your complete written request for review no later than 60 days after you received the denial from which you are appealing. The final determination of the Benefits Committee (or its delegate) is final and binding on all parties involved.

# **Plan Legal Information**

# WHAT HAPPENS TO MY PLAN ACCOUNT BALANCE IF 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). A QDRO specifies that a part of your retirement benefit will 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 will be in the form of a lump sum. You will be notified if the Plan Administrator receives a QDRO and what affect the QDRO has on your Plan benefits. You may obtain a copy of the Plan's procedures governing QDRO determinations and a model QDRO by calling the Trinity Health Pension Office at 800-793-4733 without charge.

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

Participation in the Plan is not a guarantee of continued employment. Trinity Health Corporation reserves the right to amend, suspend, or terminate the Plan at any time.

In addition to Trinity Health Corporation's ability to amend the Plan, the Benefits Committee, the Administrator, and the Executive Leadership Team ("ELT") of Trinity Health Corporation have the right, at any time, without the consent of the Employers, participants, spouses, Beneficiaries, contingent Beneficiaries, or any person or persons claiming through them, to modify or amend, any or all of the provisions of the Plan if the amendment does not (i) have a material adverse financial impact on the Plan or the Employers, (ii) materially expand the authority of the Benefits Committee, Administrator, and ELT, respectively, or decrease the authority of the Board of Directors of Trinity Health Corporation, or (iii) materially change or increase the benefits provided under the Plan. Material amendments must be approved by the Board of Directors of Trinity Health Corporation.

The Plan may not be modified or amended simply by representations, oral or otherwise, that may be made to you concerning the Plan, whether such representations are made by a manager, supervisor, or HR Service Center representative, for example. If you believe you have received information that is contrary to the terms of either the Plan or this SPD, please contact the Trinity Health Pension Office at 800-793-4733 for clarification.

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

Your retirement benefit after the merger, consolidation, or transfer will at least be equal to the amount you would have been entitled to had the Plan been terminated just before the change.

#### IS THERE A MAXIMUM PLAN BENEFIT?

The Internal Revenue Code limits the retirement benefits payable and the Plan Compensation that may be considered under the Plan for highly compensated colleagues. If these maximums affect you, you'll be notified.

#### IS THE PLAN SUBJECT TO ERISA?

No. Because Trinity Health is affiliated with the Catholic Church, sponsored and controlled by Catholic Health Ministries, and adheres to the principles of the Catholic faith, and because the Benefits Committee is the Plan Administrator, the Plan is exempt from the requirements of ERISA as a "church plan."

# DOES THE FEDERAL GOVERNMENT INSURE MY PLAN BENEFITS?

No. The benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation because the provisions of ERISA dealing with plan termination insurance do not apply to this type of plan.

# **CAN MY PLAN BENEFITS BE ASSIGNED OR ALIENATED?**

No. Other than a QDRO, a federal tax levy, and certain forfeitures permitted under the Plan, your Plan benefits may not be assigned or alienated, neither by you nor your Beneficiary, and the Plan will not recognize an attempt to do so.

#### WHAT LIMITATIONS ON PLAN LITIGATION ARE THERE?

The Plan is primarily governed by the Code and other applicable federal laws (not including ERISA, as described above). To the extent federal law does not apply, the Plan is governed by Michigan law. Any legal proceeding

arising out of or related to the Plan, including any litigation against the Plan, the Board of Directors of the Trinity Health Corporation, the Benefits Committee, the Administrator, Fidelity, and/or other Plan vendors, may only be brought in a court located in Michigan. Also, any legal proceeding must be filed within one year after the Plan's claims process is exhausted or, if earlier, two years from the date you knew or should have known that a claim existed. Claims and litigation arising after these dates will be rejected as not timely.

# **ELECTRONIC DELIVERY**

This SPD and other important Plan information may be delivered to you through electronic means. This SPD contains important information concerning the rights and benefits of your Plan. If you receive this SPD (or any other Plan information) through electronic means you are entitled to request a paper copy, free of charge, from the Plan Administrator. The electronic version of this document contains substantially the same style, format, and content as the paper version.

# **Important Plan Information**

Plan Name	Saint Francis Hospital and Medical Center Pension Plan	
Plan Number	019	
Employer Identification Number	35-1443425	
Plan Year	October 1 – September 30	
Plan Administrator	Trinity Health Benefits Committee 20555 Victor Parkway Livonia, Michigan 48152 800-793-4733 (phone) 312-957-2528 (facsimile)	
Administrator	Trinity Health Corporation Attn: Senior Vice President, Total Rewards 20555 Victor Parkway Livonia, Michigan 48152 800-793-4733 (phone) 312-957-2528 (facsimile)	
Pension Plan Trustee	The Northern Trust Company 50 South LaSalle Street Chicago, IL 60603	
Pension Office	Trinity Health Pension Office 20555 Victor Parkway Livonia, MI 48152 800-793-4733 (phone) 312-957-2528 (facsimile)	
Type of Plan	Defined Benefit	
Agent for Service of Process	Legal process may be served on CT Corp. at:  40600 Ann Arbor Road East Suite 201 Plymouth, MI 48170.  Legal process also may be served upon the Plan Administrator at the address shown above.	