

**Summary Plan Description**  
**of**  
**Ashland Community Hospital Retirement Plan**  
**May 2022**

## TABLE OF CONTENTS

1.	INTRODUCTION .....	1
1.1	What is the Ashland Community Hospital Retirement Plan?.....	1
1.2	Who is the Plan Sponsor? .....	1
1.3	What documents govern the Plan?.....	1
1.4	What does this SPD cover?.....	2
2.	ELIGIBILITY .....	2
3.	GENERAL INFORMATION.....	2
3.1	How is the Plan financed?.....	2
3.2	How are Plan assets invested? .....	2
3.3	Do I have an account under the Plan?.....	2
3.4	How is the Plan administered?.....	2
3.5	What types of benefits are paid from the Plan? .....	3
3.6	When will my benefits start? .....	4
4.	RETIREMENT BENEFITS.....	4
4.1	What is the amount of my normal retirement benefit? .....	4
4.2	When am I eligible to retire? .....	5
4.3	How are my years of Credited Service and Highest Average Pay determined?.....	5
4.4	Do I receive interest or earnings on my Employee Account? .....	6
4.5	Can I retire early and still get a retirement benefit?.....	6
4.6	What is my benefit if I defer retirement until after Normal Retirement Date? .....	7
4.7	What is my in-service retirement benefit? .....	7
4.8	What forms of retirement benefit can I receive? .....	7
4.9	How do I know which form of payment to choose?.....	9
4.10	Will my choice of an option affect the amount of my benefit? .....	10
4.11	How do I apply for benefits? .....	10
4.12	Do increases in the cost of living affect my benefits? .....	11
5.	VESTING .....	11
6.	BENEFITS AFTER TERMINATION AND BEFORE EARLY RETIREMENT.....	12
7.	DEATH BENEFITS .....	12
7.1	What happens to my retirement benefit if I die before I start benefits? .....	12
7.2	What if I am unmarried when I die before I start benefits? .....	13

7.3	What if I die after starting benefits? .....	13
7.4	How do I designate a beneficiary?.....	14
7.5	Can my beneficiary roll over the death benefit?.....	14
7.6	What if I am only entitled to my Employee Account? .....	14
8.	LUMP SUM DISTRIBUTIONS.....	15
8.1	What rules apply to all lump sum distributions? .....	15
8.2	When does my annuity start with a partial lump sum distribution? .....	15
8.3	What are Eligible Rollover Distributions and Direct Rollovers? .....	16
8.4	What is an Eligible Retirement Plan? .....	16
8.5	What is an Automatic Direct Rollover?.....	17
9.	CLAIMS PROCEDURE.....	17
9.1	How do I file for benefits? .....	17
9.2	What happens if my claim is denied? .....	18
9.3	May I appeal an adverse determination? .....	18
10.	MORE YOU SHOULD KNOW.....	19
10.1	Are there limits on my benefits under the Plan?.....	19
10.2	How does the Plan affect my employment? .....	19
10.3	May benefits be assigned? .....	20
10.4	What is a QDRO? .....	20
10.5	Will federal income taxes be withheld from my benefits? .....	20
10.6	How are benefits protected in case of Plan amendment or termination?.....	20
10.7	Who has authority to interpret the Plan?.....	20
10.8	Are my benefits insured by the PBGC? .....	21
10.9	What circumstances may cause ineligibility or loss of benefits? .....	21
10.10	Has the IRS approved the Plan?.....	22
10.11	What does ERISA do? .....	22
11.	YOUR RIGHTS UNDER ERISA .....	22
11.1	Receive Information About the Plan and Benefits .....	22
11.2	Prudent Actions by Plan Fiduciaries.....	23
11.3	Enforce Your Rights .....	23
11.4	Assistance with Your Questions .....	24
12.	FORMAL INFORMATION.....	24
12.1	Plan Name .....	24

12.2	Plan Sponsor .....	24
12.3	Employer Identification Number (EIN) Assigned by IRS.....	24
12.4	Plan Number Assigned by Plan Sponsor .....	24
12.5	Type of Plan.....	24
12.6	Plan Year.....	24
12.7	Medium of Funding .....	24
12.8	Trustee.....	24
12.9	Plan Administrator .....	25
12.10	Delegated Administrator.....	25
12.11	Third Party Administrator.....	25
12.12	Agent for Service of Legal Process .....	25

## 1. Introduction

### 1.1 What is the Ashland Community Hospital Retirement Plan?

The Ashland Community Hospital Retirement Plan (the **Plan**) is a frozen tax-qualified defined benefit pension plan designed to provide you with a monthly pension benefit after you retire in addition to Social Security benefits and any personal savings or investments you may have. The Plan may provide benefits to your surviving spouse or same-sex domestic partner or other beneficiary if you die before commencing benefits.

**NOTE:** *In this summary plan description (SPD), defined terms are capitalized and appear in **bold type** in or near the definition.*

### 1.2 Who is the Plan Sponsor?

**Asante**, an Oregon nonprofit corporation, is the **Plan Sponsor**. Prior to the corporate merger of Ashland Community Healthcare Services (the **Hospital**) with Asante effective February 28, 2017, the Hospital was the Plan Sponsor.

### 1.3 What documents govern the Plan?

The Plan was initially established in 1996 and has since been amended from time to time to make administrative and operational changes and to comply with changes in applicable law. If you have noncontinuous service or were not employed by the Hospital on August 1, 2013 (see section 2), some of the amendments may not affect you, and the prior plan rules will continue to apply to determine your benefit rights.

This SPD reflects the terms of the 2013 restatement of the Plan as amended through Amendment No. 5, along with related policies of the Retirement Committee. The Retirement Committee is the **Plan Administrator** and named fiduciary for the Plan. The Retirement Committee consists of one or more persons appointed by the chief executive officer of Asante.

We have tried to make this SPD as concise and easy to understand as possible, so some details are not explained as fully here as they are in the official Plan and Trust documents. Copies of the official Plan documents are available on request for your review by contacting the Retirement Committee or the Asante Human Resources Department. If there is any important difference between this SPD and the official documents, the official documents control.

Please read this SPD carefully and keep it in a safe place for future reference. You are encouraged to review it with your family and your financial advisor. If you have questions about the Plan that are not answered by this SPD, you should contact the Asante Human Resources Department or the Retirement Committee. You may also contact the Plan's third party administrator, Fidelity Investments (**Fidelity**), by calling the Asante Retirement Service Center toll-free at 1-800-343-0860 any business day (except most New York Stock Exchange holidays) between 5:00 a.m. and 9:00 p.m. Pacific Time to speak with a Customer Service Associate.

## **1.4 What does this SPD cover?**

The scope of this SPD is limited. The Plan was frozen effective December 31, 2006. No employee became eligible to participate in the Plan after December 31, 2006, and no participant accrued any benefit under the Plan because of service or compensation after December 31, 2006. All participants in the Plan are either 100 percent vested or have had a five-year break in service. Accordingly, this SPD does not contain many of the detailed terms related to service crediting and other provisions relevant when there are active participants.

## **2. Eligibility**

No one has been eligible to join the Plan since December 31, 2006 when the Plan was frozen. Effective August 1, 2013, the Hospital ceased to have employees, and employees of the Hospital became employees of Asante. Service with Asante on or after August 1, 2013 is treated as service with the Hospital for purposes of determining whether you remain employed for certain Plan purposes.

## **3. General Information**

### **3.1 How is the Plan financed?**

The Plan is funded by contributions made by Asante that are actuarially determined in accordance with the Plan's terms and applicable legal requirements. Contributions are paid into a trust fund (the **Trust**) established by an agreement between the Hospital and a trustee (the **Trustee**) for holding the assets of the Plan. No employee contributions shall be permitted or required. The Retirement Committee establishes the Plan's funding policy.

### **3.2 How are Plan assets invested?**

Investment of Plan assets is directed by the Retirement Committee. The Retirement Committee may work with professional investment managers and consultants to invest the Plan assets held in the Trust for the benefit of participants and beneficiaries. Plan benefits are paid from Trust assets.

### **3.3 Do I have an account under the Plan?**

A hypothetical **Employee Account** has been established for each participant under the Plan. The balance of your Employee Account reflects your share of Hospital contributions made before December 31, 2006 based on your years of Credited Service and compensation. In addition, the amount of your Employee Account includes Interest Credits for periods on or after August 1, 2013 (see 4.4). For periods before August 1, 2013, earnings on your Employee Account were calculated based on the terms of the prior plan documents. For periods after August 1, 2013, you will receive Interest Credits (see 4.4).

### **3.4 How is the Plan administered?**

The Plan is administered by the Retirement Committee, whose responsibilities include:

- Keeping the records of the Plan.
- Deciding questions about the rights of participants and beneficiaries.
- Administering the Plan according to applicable federal laws and regulations.

### **3.5 What types of benefits are paid from the Plan?**

The following benefit options are available from the Plan:

- Monthly normal retirement benefits on retirement at Normal Retirement Age (see 4.1).
- Monthly early retirement benefits on retirement at Early Retirement Age (see 4.5).
- Monthly deferred retirement benefits on retirement after Normal Retirement Age (see 4.6).
- Partial lump sum and deferred annuity on retirement before Early Retirement Age (see 8.2).
- Partial lump sum and immediate annuity on retirement at Early Retirement Age, Normal Retirement Age or deferred retirement age (see 8.2).
- Single lump sum payment of your entire accrued benefit or immediate annuity at any time after termination of employment and before Early Retirement Age (see 6).
- Single lump sum payment of your entire accrued benefit or monthly in-service retirement benefits upon election of an In-Service Retirement Date (see 4.7).
- Preretirement death benefits (see 7.1).
- Cash-out of benefits up to \$5,000 (see 4.8 and 8.1).

#### **IMPORTANT NOTE ABOUT RESTRICTIONS ON OPTIONAL BENEFIT FORMS:**

*Under federal law, certain optional forms of payment may be restricted based on the funded status of the Plan. If the Plan is less than 60 percent funded, lump sum distributions cannot be paid until the funded status improves. If the Plan is less than 80 percent and more than 60 percent funded, certain partial lump sum benefits may be paid. The Plan's funded status is certified annually by the Plan's actuary under rules applicable to pension plans.*

*Examples of forms of payment that may be restricted are as follows:*

- *Lump sum payouts for participants with only an Employee Account benefit (if greater than \$5,000).*
- *Partial lump sums.*
- *Lump sum payouts for preretirement death benefits (if greater than \$5,000).*

*If an optional form of payment is restricted due to the Plan's funded status, you have the right to defer payment until the Plan's funded status improves and is certified by the Plan's actuary.*

### **3.6 When will my benefits start?**

To avoid a delay in the start of your benefits, you should apply for benefits at least 60 days before your desired Benefit Starting Date. Your benefits will start as soon as practicable on or after your Benefit Starting Date. Your **Benefit Starting Date** is scheduled as follows:

- For normal or deferred retirement, on the first day of the first month after you terminate employment on or after reaching Normal Retirement Date (see 4.1).
- For early retirement, on the first day of the month you select for the start of benefits after terminating employment after reaching Early Retirement Age (see 4.5)
- For in-service retirement, on the first day of the month you select for the start of benefits during ongoing employment after reaching age 59½ (see 4.7).

You may elect to defer benefits (see 4.6) until your Required Beginning Date. Your benefits must start by your **Required Beginning Date**, which is the April 1 after the later of the date you reach age 72 or the date your employment with Asante terminates.

## **4. Retirement Benefits**

### **4.1 What is the amount of my normal retirement benefit?**

The basic benefit on normal retirement is a Modified Cash Refund Annuity paid in equal monthly payments for the life of the participant. Benefits start on the first day of the earlier of (a) the first month on or after the normal or deferred retirement date, or (b) the month selected for the start of benefits after an early retirement date. The payments are equal to the greater of (a) or (b) below:

- (a) The difference between:

- Years of Credited Service times 1.77 percent of Highest Average Pay, and
- For persons who were active members of the Oregon State Public Employees Retirement System (**PERS**) on June 30, 1996, the amount of the participant's monthly PERS benefit at age 58, computed under the Full Formula Method in ORS 238.300 (without any adjustment for the Money Match Method or Formula Plus Annuity Method in ORS 238.300(2)(b)), which was accrued and vested as of the date Plan participation began.

(b) The monthly benefit payable under a Modified Cash Refund Annuity that is the actuarial equivalent of twice your Employee Account balance.

*Note that the Interest Credit will not remain constant and will change each year based on the applicable interest rate. This means that for the purposes of determining your projected Employee Account balance at Statutory Normal Retirement Age, any current calculation is only an estimate and will change based on actual interest rates.*

#### **4.2 When am I eligible to retire?**

Retirement shall occur on the first of the month on or after termination of employment after reaching either Normal Retirement Date or a deferred retirement date unless you elect to defer payment. **Normal Retirement Date** means the earlier of the following:

- 30 years of Credited Service.
- Age 58.

You can retire and receive an unreduced monthly benefit at Normal Retirement Date. For certain legal purposes, including determining the earliest date on which distribution to an active employee under the Plan may begin and the suspension of benefits, **Statutory Normal Retirement Age** means age 62.

An **Early Retirement Date** is any day on or after age 55 and before Normal Retirement Date.

A **Deferred Retirement Date** is any day after Normal Retirement Date.

An **In-Service Retirement Date** is any day you elect during ongoing employment after reaching age 59½.

#### **4.3 How are my years of Credited Service and Highest Average Pay determined?**

For purposes of calculating your retirement benefit, your years of Credited Service and Highest Average Pay were determined as of December 31, 2006, the date the Plan

was frozen. Years of **Credited Service** for purposes of determining Normal Retirement Date continue to be counted as follows:

- You receive one year of Credited Service for each Plan Year in which you are paid for 600 or more hours of service.
- If you do not receive a year of Credited Service in a Plan Year, you will receive .25 of a year of Credited Service for each quarter in the Plan Year in which either (1) you are paid for 138 or more hours of service in any quarter in which there are six pay dates, or (2) you are paid for 161 or more hours of service in any quarter in which there are 161 pay dates.

**Highest Average Pay** is determined under the prior plan documents. It generally means 1/36 of your compensation as an eligible employee for the three consecutive calendar years of employment on or before December 31, 2006 by the Hospital that produce the largest Highest Average Pay. If you have questions on your Highest Average Pay, please contact the Asante Human Resources Department.

#### **4.4 Do I receive interest or earnings on my Employee Account?**

Yes. On the last day of each Plan Year (June 30), your Employee Account is credited with interest (**Interest Credit**) as follows:

- (a) For the period from August 1, 2013 to March 31, 2015, the greater of:
  - The actual rate of return on the Employee Account based on your direction of investments; or
  - An annual interest rate equal to the third segment rate as defined in Internal Revenue Code (**Code**) section 430(h)(2)(C)(iii) plus zero basis points.
- (b) For periods on or after April 1, 2015, an annual interest rate equal to the third segment rate as defined in Code section 430(h)(2)(C)(iii) plus zero basis points.

The amount of interest credited to your Employee Account for a particular date must be at a rate that satisfies the market rate of return limitations of Code section 411(b)(5). Interest Credits will be adjusted as needed to meet the requirements of the Code and applicable regulations or other guidance.

Special rules apply for determining the amount of interest to be credited to your Employee Account if you have a Benefit Starting Date before the last day of the Plan Year.

#### **4.5 Can I retire early and still get a retirement benefit?**

You may retire any time after your Early Retirement Date. If you retire early, your benefit amount will equal to the greater of:

- Your normal retirement monthly benefit actuarially reduced to your actual Benefit Starting Date.
- The monthly benefit payable under a Modified Cash Refund Annuity that is the actuarial equivalent of twice your Employee Account balance.

If you have not applied for benefits and die before your Benefit Starting Date, a preretirement death benefit shall be paid (see section 6).

#### **4.6 What is my benefit if I defer retirement until after Normal Retirement Date?**

If you decide to continue working past Normal Retirement Date and have not elected an In-Service Retirement Date, you will be notified that you can retire if you wish and that benefits will not begin until you actually retire. Your accrued benefit will be actuarially increased if required by applicable law for the period between Normal Retirement Date and Statutory Normal Retirement Age.

If you continue working after Statutory Normal Retirement Age for the Hospital or an affiliate, including Asante, and you are paid for 40 or more hours in a month (or are paid for at least one hour on each of eight or more days in a month), your benefits will be suspended until you retire. If this applies to you, you will receive notice that your benefits are being suspended.

If you have terminated employment, you may elect in writing before your retirement date to defer the start of payment pursuant to procedures established by the Retirement Committee. Your benefit will be actuarially increased if required by applicable law for the period from your Normal Retirement Date until your Benefit Starting Date.

If you do not file an application or a deferral election by the Benefit Starting Date, then payments will commence as soon as practicable after the Benefit Starting Date in the Plan's automatic form of benefit payment for a married participant. No interest shall be paid on back installments.

Your benefit payments must start by your Required Beginning Date (see 3.6), regardless of whether an election is filed.

#### **4.7 What is my in-service retirement benefit?**

If you elect to start receiving benefits during ongoing employment after age 59½, your benefit will be an amount determined as described above based on whether you have satisfied the conditions, except termination of employment, for Early Retirement Date, Normal Retirement Date or Deferred Retirement Date. Your benefit will be calculated as of the Benefit Starting Date you elect.

#### **4.8 What forms of retirement benefit can I receive?**

Your retirement benefit can be paid in several different forms, depending on the option you select:

- **Modified Cash Refund Annuity.** This is the default form of benefit for an unmarried participant. Under this form, the full amount of your normal retirement benefit (or early retirement benefit) is paid to you monthly for as long as you live. If your Employee Account exceeds the total of annuity payments made at the time of your death, the excess will be paid to your beneficiary as a death benefit (see 7.3).
- **50, 75 or 100 Percent Joint and Survivor Cash Refund Annuity.** If you are married, the default form of benefit is a 50 percent joint and survivor cash refund annuity with your spouse as the designated beneficiary. You may elect before your retirement date whether your spouse should receive monthly payments at 100 percent, 75 percent, or 50 percent of your monthly payment rate during retirement. With any of these options, after retirement you receive your monthly payments for life. If your spouse, same-sex domestic partner or other designated beneficiary is alive when you die, he or she will receive monthly payments for his or her lifetime based on the percentage you elect. If your spouse is not living at the time of your death and your Employee Account exceeds the total of the annuity payments made, the excess will be paid as a death benefit to your contingent beneficiary or to your estate.

The monthly payments you receive during your lifetime under a joint and survivor annuity are less than those for a Modified Cash Refund Annuity because the payments are expected to be made over a longer period of time. The amount of the reduction depends on your age, your spouse's age, and your choice of 100 percent, 75 percent, or 50 percent continuation of the benefit. If you are married, choosing an alternate to this form of benefit requires spousal consent (see **IMPORTANT NOTE** below).

- **50 or 100 Percent Optional Joint and Survivor Cash Refund Annuity.** If you choose this form of benefit, you receive equal monthly benefits for your lifetime, with monthly payments continuing to your designated beneficiary after your death at 50 percent or 100 percent of the amount of the payments you received, depending on the percentage you designate. If your designated beneficiary dies during your lifetime, your monthly payment amount will be adjusted to reflect what the monthly payments would have been if you had elected a Modified Cash Refund Annuity. If your designated beneficiary is not living at the time of your death and your Employee Account exceeds the total of the annuity payments made, the excess will be paid as a death benefit to your contingent beneficiary or to your estate.
- **Partial Lump Sum of Employee Account and Annuity.** If you choose this form of benefit, you will receive a lump sum distribution of your Employee Account, plus an annuity with monthly benefits for the remainder of your accrued benefit. The annuity will be paid in the default

form depending on your marital status unless you elect an optional form of benefit. This annuity is not a cash refund annuity. The portion of your benefit paid in a lump sum will qualify as an Eligible Rollover Distribution. See section 8 for more information about lump sum distributions, partial lump sum distributions, and Eligible Rollover Distributions.

- **Unlimited Lump Sum Payment.** If you choose this form of benefit, you will receive your total accrued benefit in the form of a one-time lump sum payment from the Plan. You may elect to you have one-time lump sum paid to you directly or you may choose a Direct Rollover to an Eligible Retirement Plan. See section 8 for more information about lump sum distributions and Eligible Rollover Distributions.
- **Lump Sum Payment of Small Benefits.** If you terminate employment before retirement, the Retirement Committee will pay benefits with a lump sum cash value up to \$5,000 in a single sum whether or not you file an application for benefits. If you terminate employment after reaching retirement age, you may choose to receive your benefit with a lump sum cash value of less than \$5,000 in a single sum. If you receive a single-sum payment, it will qualify as an Eligible Rollover Distribution. See section 8 for more information about lump sum distributions and Eligible Rollover Distributions.

If a lump sum distribution of more than \$1,000 is paid before you reach your Statutory Normal Retirement Age, the Automatic Direct Rollover provisions will apply (see 8.5).

You may designate anyone as your beneficiary for the joint and survivor cash refund annuity, and you may change your beneficiary at any time (see 7.4). If you are married, spousal consent is required to designate or change a nonspouse beneficiary.

**IMPORTANT NOTE ABOUT AUTOMATIC FORM OF BENEFIT:** *If you are single at your Benefit Starting Date and have not elected another form of benefit, you will automatically receive a Modified Cash Refund Annuity. If you are married at your Benefit Starting Date and have not elected another form of benefit, you will automatically receive a 50 percent joint and survivor cash refund annuity with your spouse as beneficiary. If you are married, you must have your spouse's consent to elect a benefit other than a joint and survivor cash refund annuity benefitting your spouse. The consent must be in writing and witnessed by a Plan representative or notary public.*

#### **4.9 How do I know which form of payment to choose?**

This is a matter of personal choice. You will be provided with a written explanation describing each optional form of benefit, its financial effect, and its relative value, along with other required explanations.

If you wish to request an estimate of your retirement benefit, you should contact the Asante Retirement Service Center. The benefit estimate may provide you with a more meaningful number than the value of your Employee Account alone. The value of your Employee Account will be tracked by the Plan's third party administrator and will be incorporated into any retirement estimates you receive. To request a benefit estimate, you may call the Asante Retirement Service Center toll-free at 1-800-343-0860 between 5:00 a.m. and 9:00 p.m. Pacific Time any business day (except most New York Stock Exchange holidays).

You should review the options before you elect to start benefits and may also want to discuss them with your spouse. You may change your election before your Benefit Starting Date, subject to certain rules. Once your benefits begin, no change in payment form is permitted. See 4.10 for more information on how to apply for benefits.

#### **4.10 Will my choice of an option affect the amount of my benefit?**

Yes. The amount of your monthly payment will vary under each option. You select the form of benefit that best meets your needs.

#### **4.11 How do I apply for benefits?**

To start receiving benefits, you must file an application with the Asante Retirement Service Center. If you have any questions about your eligibility for benefits or need the application forms to start benefits, you should call the Asante Retirement Service Center at 1-800-343-0860 between 5:00 a.m. and 9:00 p.m. Pacific Time on any business day (except most New York Stock Exchange holidays) and speak with a Customer Service Associate.

If you are planning to retire, you should apply for your retirement benefits between 30 and 180 days before your desired Benefit Starting Date so that your payments will begin on time.

Between 30 and 180 days before your benefits are to start, you will be provided with the following, if applicable:

- An explanation of the benefit options, the effect of an election to waive the applicable automatic form of payment, and, if you are married, the rights of your spouse with respect to such an election.
- An explanation of (i) the right to defer payment until Normal Retirement Date, if applicable, (ii) the right to elect to defer payment until Required Beginning Date, if applicable, (iii) the right to defer any benefit election for at least 30 days, and (iv) the right to revoke a benefit election before benefits start but not afterward. The explanation will also include a description of the consequences of failing to defer payment until Normal Retirement Date, if applicable.

- An explanation of your right to elect a Direct Rollover of a lump sum distribution from the Plan to another Eligible Retirement Plan or to an Individual Retirement Arrangement (**IRA**).
- An explanation of the rules for rollover and taxation of a lump sum distribution, including an explanation of the mandatory federal withholding of 20 percent of the amount distributed if a Direct Rollover could be elected and is not.

If the explanations or your application are delayed, or if you fail to elect to defer benefits, you may, in certain circumstances, be entitled to back installments from your Benefit Starting Date (see 3.6). If you think you might be entitled to back installments, please contact the Asante Retirement Service Center or the Asante Human Resources Department.

Your benefit election should be made between 30 and 180 days before your Benefit Starting Date. If you fail to make an election, your retirement benefit will be paid as a 50 percent joint and survivor cash refund annuity with your spouse as beneficiary. You must make an election and certify marital status to receive an alternative form of benefit.

You may make or revoke an election only until your Benefit Starting Date. As explained above, a married participant must have written spousal consent to elect a Modified Cash Refund Annuity (see **IMPORTANT NOTE** in 4.7).

If the lump sum cash value of your benefit is not more than \$5,000, your benefit will be paid in a single sum whether or not an application has been filed (see 8.1) if you have not reached age 62. Unless you are at least age 62 or otherwise direct the Retirement Committee on how to direct the payment of a lump sum benefit that is more than \$1,000, the benefit will be paid by Automatic Direct Rollover to an IRA established in your name (see 8.5).

#### **4.12 Do increases in the cost of living affect my benefits?**

For each Plan Year beginning after the Benefit Starting Date, monthly benefits paid to you, your surviving spouse or your designated beneficiary shall be adjusted to reflect a Cost of Living Adjustment (**COLA**).

The COLA for a Plan Year shall be determined by the Retirement Committee and shall equal the percentage increase in the cost of living (for the calendar year prior to the calendar year in which the Plan Year begins) based on the Consumer Price Index for all Urban Consumers (West Region—all items) as published by the Bureau of Labor Statistics of the U.S. Department of Labor for the West Region.

The COLA for a Plan Year shall not be less than zero or more than two percent.

## **5. Vesting**

Vesting is your nonforfeitable right to receive benefits under the Plan. As of August 1, 2013, all participants in the Plan were either 100 percent vested or have had a five-year break in service. Certain participants with a five-year break in service are not vested in the full range of

benefits under the Plan and are only entitled to their Employee Account and related earnings as provided in the prior plan documents.

## **6. Benefits After Termination and Before Early Retirement**

If you terminate employment with the Hospital before retirement or an In-Service Retirement Date, you may elect to receive your vested benefit at any time after termination of employment and before your Early Retirement Age. You may elect to receive your benefit in one of the following forms:

- A lump sum payment in an amount that is actuarially equivalent as of your Benefit Starting Date to your accrued benefit payable at Normal Retirement Age, including projected COLAs at the maximum of 2 percent, or
- An immediate annuity in an amount that is actuarially equivalent as of your Benefit Starting Date to your accrued benefit payable at Normal Retirement Age. If you are unmarried, the annuity will be a Modified Cash Refund Annuity payable for your lifetime. If you are married, you may elect a 50 percent or 75 percent Joint and Survivor Cash Refund Annuity with your spouse as beneficiary.

## **7. Death Benefits**

### **7.1 What happens to my retirement benefit if I die before I start benefits?**

If you die before your Benefit Starting Date, your surviving spouse or same-sex domestic partner will receive a death benefit if the following conditions are met:

- You are legally married to the surviving spouse at the time of death, or
- You are not married and have a same-sex domestic partner, and the domestic partner is your designated beneficiary.

If you have a vested accrued benefit, your surviving spouse or same-sex domestic partner who is entitled to a death benefit may elect a single-sum cash payment. If your surviving spouse or same-sex domestic partner does not elect (or is not able to elect) a single sum cash payment, the preretirement death benefit will be paid as a partial lump sum distribution with the remainder paid as a monthly benefit for life equal to the amount payable under a 50 percent joint and survivor annuity, determined as follows:

- If you were eligible to retire, the benefit shall be determined as though you had retired on the date of death.
- If you were not eligible to retire, the benefit shall be based on your accrued benefit at death and determined as though you had separated from service on the date of death, survived until your earliest retirement age, retired, and then died.

There will be a reduction in the monthly amount to reflect receipt of the partial lump sum distribution (if applicable) and the early start of benefit payments. This benefit is payable beginning the first day of the month after you die (or the first day of the month on or after your earliest Benefit Starting Date, if later) and will continue for the life of your spouse or same-sex domestic partner.

Your surviving spouse or same-sex domestic partner may waive the surviving spouse or domestic partner death benefit described above and elect to receive instead the death benefit provided to a beneficiary of an unmarried participant (described below).

## **7.2 What if I am unmarried when I die before I start benefits?**

If you are unmarried when you die, the death benefit to which your beneficiary is entitled depends on your employment status at the time of your death. If you are employed with Asante at time of death, including death while on an approved leave of absence, or you die within 120 days after your employment terminates, your beneficiary will be entitled to a death benefit equal to the sum of the following:

- An amount equal to twice your Employee Account as of the date of death.
- An amount equal to your PERS Member Account Balance as of the date of death. This amount is available only if the beneficiary provides satisfactory evidence to the Retirement Committee of your PERS Member Account Balance within a reasonable time after death.

If your beneficiary is eligible for a death benefit based on your PERS Member Account Balance, special rules may apply. Please contact the Asante Human Resources Department for more information.

If the lump sum cash value of the death benefit is \$5,000 or less, it will be paid as a single-sum cash payment as soon as practicable after your death and no later than December 31 of the first calendar year after the calendar year of death (see 8.1). If the lump sum cash value of the death benefit is greater than \$5,000, the lump sum option may be restricted based on the funded status of the plan (see **IMPORTANT NOTE** in 3.5 and 4.9).

## **7.3 What if I die after starting benefits?**

It depends on the form of payment that you elected. For the Modified Cash Refund Annuity:

- If your beneficiary is not living at the time of your death and the value of your Employee Account exceeds the total of the annuity payments made, then the excess will be paid as a death benefit to your contingent beneficiary or to your estate.
- If your beneficiary dies after you but before full distribution of your benefit, any remaining payments will be made to the beneficiary's estate

For the joint and survivor cash refund annuity:

- If your spouse, same-sex domestic partner or other designated beneficiary is alive when you die, he or she will receive monthly payments for his or her lifetime based on the percentage you elect.
- If your spouse, same-sex domestic partner or other designated beneficiary is not living at the time of your death and your Employee Account exceeds the total of the annuity payments made, the excess will be paid as a death benefit to your contingent beneficiary or to your estate.

For the partial lump sum distribution and single life annuity, no additional benefit is payable.

For the partial lump sum distribution and joint and survivor annuity, if your spouse, same-sex domestic partner or other designated beneficiary is alive when you die, he or she will receive monthly payments for his or her lifetime based on the percentage you elect.

#### **7.4 How do I designate a beneficiary?**

The Plan has detailed procedures for naming and changing beneficiaries. If you are married, designating a beneficiary other than your spouse requires spousal consent (see **IMPORTANT NOTE** in 4.7). Changes in marital status will generally affect beneficiary designations. You may designate a trust as beneficiary, with spousal consent (if applicable). More information about beneficiary designation is available upon request from the Asante Human Resources Department.

If you die, your spouse, same-sex domestic partner or beneficiary should contact the Asante Human Resources Department, which will determine whether a death benefit is payable and assist with completion of the application forms.

#### **7.5 Can my beneficiary roll over the death benefit?**

After your death, your surviving spouse may elect a Direct Rollover of a lump sum distribution. Your Qualifying Nonspouse Beneficiary may also be eligible to elect a Direct Rollover of a lump sum distribution. Such rollover may be made only to an **Inherited IRA**, which is an IRA that qualifies as an inherited individual retirement account or individual retirement annuity under applicable law. A **Qualifying Nonspouse Beneficiary** is an individual who is your beneficiary but is not your surviving spouse. A Qualifying Nonspouse Beneficiary may also be a trust maintained for the benefit of one or more designated beneficiaries. Certain rights concerning distributions are affected by the timing of a Direct Rollover to an Inherited IRA. If you have questions about rollovers by Qualifying Nonspouse Beneficiaries, you should contact the Asante Human Resources Department

#### **7.6 What if I am only entitled to my Employee Account?**

If you do not have a vested accrued benefit (other than your Employee Account) at the time of death, if you are married or have a same-sex domestic partner, the preretirement

death benefit will be an amount equal to twice your Employee Account. Otherwise, the death benefit will be equal to your Employee Account. If the lump sum cash value of the death benefit is \$5,000 or less, it will be paid as a single-sum cash payment as soon as practicable after your death and no later than December 31 of the first calendar year after the calendar year of death (see 8.1). If the lump sum cash value of the death benefit is greater than \$5,000, the lump sum option may be restricted based on the funded status of the Plan (see **IMPORTANT NOTE** in 3.5 and 4.9).

## **8. Lump Sum Distributions**

### **8.1 What rules apply to all lump sum distributions?**

If the lump sum cash value of your retirement benefit is \$5,000 or less (excluding the value of your Rollover Account, if any), the benefit will be paid in the form of a lump sum distribution whether or not an application has been filed, with one exception. If you do not commence benefits until age 62, your benefit may not be paid in a lump sum unless you and your spouse, if applicable, consent under the procedures described in 4.7. This applies to partial lump sum distributions, unlimited lump sum payments, and lump sum distributions of small benefits.

After receiving the explanations listed below, you must choose whether to receive your lump sum distribution or partial lump sum distribution directly in a check payable to you or by Direct Rollover to an Eligible Retirement Plan. The Automatic Direct Rollover provisions described in 8.5 will apply.

In connection with your lump sum distribution, you will be provided with explanations of the following, if applicable:

- Your right to elect a Direct Rollover of your distribution from the Plan to another Eligible Retirement Plan.
- The applicability of the Automatic Direct Rollover payment method for mandatory distributions greater than \$1,000.
- The applicability of mandatory federal withholding of 20 percent of the amount distributed if a Direct Rollover could be elected and is not.

### **8.2 When does my annuity start with a partial lump sum distribution?**

Before the earliest date you can elect to retire, you may elect a single lump sum distribution of your entire accrued benefit under the Plan (see 6), or you may elect a partial lump sum distribution with an annuity for your remaining accrued benefit that commences at age 62. While you can elect a single lump sum at Early Retirement Date, Normal Retirement Date, or deferred retirement date, you may also elect a partial lump sum distribution with an immediate annuity for your remaining accrued benefit. You elect the form of annuity, subject to spousal consent (if applicable). This annuity does not have a cash refund feature.

### 8.3 What are Eligible Rollover Distributions and Direct Rollovers?

A lump sum distribution under the Plan (whether a single lump sum distribution of your entire accrued benefit, a partial lump sum distribution or a mandatory cash out distribution) is eligible for rollover, which means the distribution is made on a tax-deferred basis to an Eligible Retirement Plan for the recipient's benefit. Such payments are considered **Eligible Rollover Distributions**. Other forms of benefit payable under the Plan do not qualify as Eligible Rollover Distributions.

An Eligible Rollover Distribution can be paid directly to you, in which case your benefit payment will be subject to mandatory federal income tax withholding at a rate of 20 percent. Mandatory or elective state income tax withholding also applies in some locations. In addition to income tax, there will be a 10 percent federal "early distribution" tax imposed if you are under age 59½ when you receive the benefit, unless an exception applies. The most common exception is for benefits paid because of termination of employment after age 55.

To avoid the tax withholding, you can elect to have the distribution paid by Direct Rollover to an Eligible Retirement Plan. A **Direct Rollover** is a payment directly from the originating plan to the Eligible Retirement Plan on your behalf. A Direct Rollover benefit check would be made payable to the Eligible Retirement Plan, not to you, although you can request that the check be delivered to you so you can forward it to the Eligible Retirement Plan for deposit in your account.

As required by federal rules, participants are given written information about how to elect a Direct Rollover and about rollover and other tax considerations (including the "early distribution" tax) when Eligible Rollover Distributions become payable. You can expect to receive this information when you qualify for an Eligible Rollover Distribution from the Plan.

### 8.4 What is an Eligible Retirement Plan?

The following **Eligible Retirement Plans** may receive Eligible Rollover Distributions, but the sponsor may elect not to receive some types of, or any, rollovers:

- IRA.
- Roth IRA. A rollover of taxable amounts to a Roth IRA is subject to unique rules concerning taxation of the amount rolled over, and certain persons in certain years may be ineligible to roll amounts over to a Roth IRA. If you are considering a rollover to a Roth IRA, you should consult a tax advisor. IRS Publications 575 and 590 include information about rollovers to Roth IRAs. The publications are available on the IRS website
- Individual retirement annuity.
- Qualified retirement plan.

- Annuity contract described in Code section 403(b) (commonly called a tax-sheltered or tax-deferred annuity plan or a 403(b) plan maintained by a tax-exempt entity or qualifying educational institution).
- Eligible plan under Code section 457(b) (generally maintained by a tax-exempt or governmental entity).

You should check with the sponsor of the Eligible Retirement Plan regarding that plan's policy on accepting rollovers before you elect a Direct Rollover.

## **8.5 What is an Automatic Direct Rollover?**

If a lump sum distribution is paid before you reach age 62, the distribution will be paid by **Automatic Direct Rollover** to an IRA established in your name at a financial institution selected by the Retirement Committee, if both of the following are true:

- The amount of your lump sum distribution exceeds \$1,000; and
- You do not elect to receive a distribution directly, or have it paid by Direct Rollover to an Eligible Retirement Plan that you choose after receiving the explanations described in 8.1.

If your lump sum distribution is paid as an Automatic Direct Rollover, it will be paid into a money market account established in your name with Fidelity Management Trust Company as custodian. Until you give the IRA provider with instructions on how you want the funds in the IRA to be invested, they will be invested in a money market fund, which is designed to preserve principal and provide a reasonable rate of return and liquidity. All the fees and expenses connected with the IRA will be your expenses and will be paid out of funds in the IRA unless you arrange to pay the fees and expenses out of other funds.

If an IRA is established in your name for a distribution from the Plan, you will receive more information about the IRA through the mail directly from the IRA provider. For more information about the Plan's Automatic Direct Rollover procedures, the IRA provider, or the fees and expenses relating to the IRA, you should contact the Asante Retirement Service Center.

## **9. Claims Procedure**

### **9.1 How do I file for benefits?**

**Filing a Claim.** If you claim a benefit or have a question about the Plan, you should contact the Asante Human Resources Department. Most claims and questions will be resolved informally. If you wish to present a formal claim, you must put it in writing and give it to the Retirement Committee, which will respond as soon as practicable, but not later than 90 days after receipt of your claim.

Determinations about your claim will be based on and in accordance with Plan documents and will be applied consistently with respect to similarly situated participants and beneficiaries.

You may have a representative to assist you or to conduct the claim, and review of any denial, for you. The Retirement Committee may require that you provide notice in writing about your authorization of a representative.

**Extensions for Retirement Benefit Claims.** If additional time is required, the Retirement Committee will give you a written notice before the end of the 90-day period explaining the special circumstances that require additional time and the expected date of the response. The extension will not be more than an additional 90 days.

**Extensions for Obtaining More Information from You.** If an extension is necessary to obtain information from you, the extension period may be further extended by the amount of time you take to provide the specified information.

## **9.2 What happens if my claim is denied?**

If your claim is denied, the Retirement Committee will notify you in writing. The notice will state the following:

- The specific reasons for the denial.
- Reference to the relevant Plan provisions.
- A description of additional material or information that is needed and an explanation of why the material or information is needed.
- A description of the Plan's review procedures and your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (**ERISA**) if your claim is also denied after review.

## **9.3 May I appeal an adverse determination?**

**Appealing a Claim.** If you make a claim and it is denied, you may ask for review by written notice to the Retirement Committee. If your claim is denied, you must request review in writing within 60 days. If you fail to request review of a denied claim within the applicable deadline, you will lose your right to bring an action in court. The full Retirement Committee will review the matter, and it may grant you a hearing but is not required to. The following apply in connection with the review:

- You may submit written comments, documents, records, and other information.
- Upon your request, you will be provided, without charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

- The review will consider all relevant aspects of your claim and all comments, documents, and records, whether or not you first raised the issues or first submitted such information when your claim was originally considered.

**Time Limits for Appeals.** The decision on review will be made within 60 days after receipt of the request for review in most cases. If there is a hearing or other special reason for delay, you will be so notified in writing within the initial 60-day period and the time limit ordinarily will be 120 days. The notice of any extension will explain the special circumstances that require additional time and the expected date of the decision upon review. If an extension is necessary to obtain information from you, the extension period may be further extended by the amount of time you take to provide the information.

**Retirement Committee Decision on Appeal.** The Retirement Committee's decision will be stated in writing and will be final and bind all parties. You will be provided with a copy of the written statement. The statement of a full or partial denial on appeal of a claim will include the following:

- The specific reasons for the denial.
- Reference to relevant Plan provisions.
- A reminder that you are entitled to access to and copies of all documents, records, and information relevant to your claim upon request and without charge.
- A reminder that you may bring a civil action under section 502(a) of ERISA.

## **10. More You Should Know**

### **10.1 Are there limits on my benefits under the Plan?**

Under federal law, there is an annual limit on Compensation that may be taken into consideration for purposes of determining your benefit from the Plan. This limit may be adjusted annually; it is \$305,000 for 2022. In addition, the IRS limits benefits that can be paid from the Plan and imposes further restrictions if the Plan fails to meet certain funding requirements under federal law. You will be notified if you are affected by these rules.

### **10.2 How does the Plan affect my employment?**

Your eligibility or right to benefits under the Plan should not be interpreted as a guarantee of employment. Asante's employment practices are made without regard to the benefits offered as part of your total compensation.

### **10.3 May benefits be assigned?**

The Plan is for your personal protection. Generally, no vested or unvested interest of any participant or beneficiary may be assigned, seized by legal process, transferred or subjected to the claims of creditors in any way. The law provides a specific exception for assignment pursuant to a QDRO (see 10.4).

### **10.4 What is a QDRO?**

A domestic relations order is any court order relating to child support, alimony or marital property. To be a **Qualified Domestic Relations Order (QDRO)**, an order must meet standards imposed by federal law. The Retirement Committee has procedures for determining if a domestic relations order is qualified. Participants and beneficiaries may obtain a free copy of the Retirement Committee's QDRO procedures by contacting the Asante Human Resources Department.

You will be notified if the Retirement Committee receives an order relating to your benefit. Until the Retirement Committee determines whether the order is qualified, none of your benefits affected by the order may be distributed. You will be notified if an order is determined to be a QDRO.

### **10.5 Will federal income taxes be withheld from my benefits?**

Unless you elect otherwise, the law requires that federal income tax be withheld from all annuity distributions of taxable money according to the required withholding rate in effect at the time of distribution.

All lump sum payments are subject to mandatory federal income tax withholding at a rate of 20 percent unless you direct the Trustee to make a Direct Rollover of your benefit to an Eligible Retirement Plan. You may contact [insert contact party] for more information about making a Direct Rollover.

### **10.6 How are benefits protected in case of Plan amendment or termination?**

Asante has the right to amend or terminate the Plan at any time. Asante's decision to change or end the Plan may be due to changes in federal laws governing retirement benefits, the requirements of the Code or ERISA, or for any other reason. If the Plan is terminated, you will continue to be vested in the accrued benefit you have earned under the Plan to the extent funded. In the event of Plan termination, any excess funds will be used for the benefit of participants and beneficiaries.

### **10.7 Who has authority to interpret the Plan?**

To the fullest extent permitted by law, the Retirement Committee has the exclusive discretion to determine all matters relating to eligibility, coverage, and benefits under the Plan. The Retirement Committee also has the exclusive discretion to determine all matters relating to interpretation and operation of the Plan. The Retirement Committee may delegate any or all of this authority to a third party.

## **10.8 Are my benefits insured by the PBGC?**

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (**PBGC**), a federal insurance agency. If the Plan terminates without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers (1) normal and early retirement benefits, (2) disability benefits if you become disabled before the Plan terminates or the Plan Sponsor files for bankruptcy, if earlier, and (3) certain benefits for your survivors.

The PBGC guarantee generally does *not* cover (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for less than five years at the time the Plan terminates or the Plan Sponsor files for bankruptcy, if earlier; (3) benefits that are not vested because you have not worked long enough for the Hospital, Asante or an affiliate; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and (6) nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and how much money the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator, write to the PBGC's Technical Assistance Division, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or call the PBGC at 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site at <https://www.pbgc.gov/>.

## **10.9 What circumstances may cause ineligibility or loss of benefits?**

Your right to receive benefits will be affected by the following:

- Not being an Eligible Employee (ineligibility; see section 2).
- Being subject to a QDRO (loss of benefits; see 10.1 and 10.4).
- If you, or your surviving spouse or other beneficiary, do not apply for benefits in a timely manner or fail to provide information requested by the Plan, benefits could be delayed or lost (application for benefits; see 4.10).

- Federal law limits the amount of benefits that may be received from a qualified pension plan. This limit may be adjusted periodically for changes in the cost of living.
- If a benefit is payable to you and the Plan is unable to locate you after reasonable efforts, your benefit will be forfeited; a forfeited benefit will be reinstated without adjustment or interest if you subsequently make a claim for your benefit.
- Federal law requires that if the Plan ever becomes seriously underfunded, lump sum benefits will be restricted until the funded status of the Plan improves to certain levels. You will be notified if the Plan ever becomes subject to these rules.

### **10.10 Has the IRS approved the Plan?**

The IRS has previously issued favorable determination letters confirming the form of the Plan is qualified under the Code and the related Trust is tax-exempt. The Plan has a current favorable determination letter dated February 10, 2015.

### **10.11 What does ERISA do?**

ERISA protects your rights as an employee. It does not require an employer to have a retirement plan or any other benefit plan for employees. However, it does require that when an employer provides such a plan, it must be run in a certain way and follow certain rules. In addition, ERISA also requires that you receive certain information, including this SPD and the summary of your rights under ERISA in section 11.

Information to help you identify the Plan and information regarding your rights under the Plan are listed on the following pages.

## **11. Your Rights Under ERISA**

Federal regulations provide the following summary of your rights under ERISA as a participant under the Plan:

As a participant in the Plan you are entitled to the following rights and protections under ERISA.

### **11.1 Receive Information About the Plan and Benefits**

ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as work sites, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (the earlier of 30 years of Credited Service or age 58) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

## **11.2 Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties on the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

## **11.3 Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive it 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, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **11.4 Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, 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.

## **12. Formal Information**

### **12.1 Plan Name**

Ashland Community Hospital Retirement Plan

### **12.2 Plan Sponsor**

Asante  
2635 Siskiyou Blvd.  
Medford, OR 97504

### **12.3 Employer Identification Number (EIN) Assigned by IRS**

93-0223960

### **12.4 Plan Number Assigned by Plan Sponsor**

003

### **12.5 Type of Plan**

Frozen defined benefit pension plan

### **12.6 Plan Year**

The **Plan Year** is a fiscal year ending June 30.

### **12.7 Medium of Funding**

The Plan is funded through Asante contributions to a trust fund.

### **12.8 Trustee**

Funds are held in a trust fund by a Trustee appointed by Asante. The Trustee is:

Wilmington Trust Retirement and Institutional Services Company  
2800 North Central Avenue, Suite 900  
Phoenix, AZ 85004  
Attn: Vice President—Client Services

### **12.9 Plan Administrator**

Retirement Committee  
Ashland Community Hospital Retirement Plan  
2635 Siskiyou Blvd.  
Medford, OR 97504  
541-789-4610

### **12.10 Delegated Administrator**

The Retirement Committee has delegated day-to-day administration of the Plan to the Asante Human Resources Department. If you have questions, please contact:

Asante Human Resources Department  
2635 Siskiyou Blvd.  
Medford, OR 97504  
541-789-4610

### **12.11 Third Party Administrator**

Fidelity is the third-party administrator for the Plan. You may contact the third-party administrator by calling 1-800-343-0860 between 5:00 a.m. and 9:00 p.m. Pacific Time any business day (except most New York Stock Exchange holidays) or writing to:

Asante Retirement Service Center  
PO Box 77003  
Cincinnati, OH 45277-0069

### **12.12 Agent for Service of Legal Process**

Legal process may be served on:

Chair, Retirement Committee  
Ashland Community Hospital Retirement Plan  
2635 Siskiyou Blvd.  
Medford, OR 97504

Legal process may also be served on the Trustee.