

**IOWA HEALTH SYSTEM  
SECTION 401(K) RETIREMENT SAVINGS PLAN**

**SUMMARY PLAN DESCRIPTION**

October 2016

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**I**  
**INTRODUCTION TO YOUR PLAN**

The Iowa Health System (UnityPoint Health) has established this Section 401(k) Retirement Savings Plan (the "Plan") to provide retirement and financial benefits for the eligible employees of the Employers that are affiliated with the Iowa Health System and have adopted the Plan as a Participating Employer.

Between now and your retirement, your Employer intends to make contributions to the Plan for you and other eligible employees. When you retire, you will be eligible to receive the value of the amounts that have accumulated in your Plan accounts.

This Summary Plan Description applies to the eligible employees (and their beneficiaries) who are or were employed by the Participating Employer identified in Article XI, and is a brief description of the Plan and your rights, obligations, and benefits under the Plan. This Summary Plan Description is not meant to interpret, extend, or change the provisions of the Plan in any way. The provisions of the Plan may only be determined accurately by reading the actual Plan. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan document, the Plan document will govern.

A copy of the Plan is on file at your Employer's office and may be read by you at any reasonable time. If you have any questions regarding either the Plan or this Summary Plan Description, you should ask the Plan Administrator.

**II**  
**GENERAL INFORMATION ABOUT YOUR PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this section.

**1. General Plan Information**

The name of the Plan is the "Iowa Health System Section 401(k) Retirement Savings Plan".

The Plan has been assigned Plan Number 006.

Plan records are maintained on a twelve-month period of time known as the "Plan Year". The Plan Year begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup>.

Valuations of Plan investments are made each business day.

The contributions made to the Plan by you and your Employer will be held in Trust and invested by the Trustee of the Plan pursuant to your investment directions.

## 2. Employer Information

The Sponsor of the Plan is the Iowa Health System, d/b/a UnityPoint Health.

1200 Pleasant Street  
Des Moines, Iowa 50309-1453  
Employer Identification Number: 42-1435199

A list of the Participating Employers and their addresses is provided at Article XI of this Summary Plan Description. A current list of the Participating Employers is available upon request of the Plan Administrator.

## 3. Plan Administrator Information

The Plan Administrator is:

Benefits Committee  
Iowa Health System Section 401(k) Retirement Savings Plan  
c/o Vice President of People Excellence  
Iowa Health System  
1200 Pleasant Street  
Des Moines, Iowa 50309-1453  
(515) 241-8098

The Benefits Committee, as Plan Administrator, keeps the records for the Plan and is responsible for the administration of the Plan. However, certain administrative duties and recordkeeping may be carried out by a third party recordkeeper and/or administrator under contract with the Iowa Health System. The Benefits Committee has discretionary authority to construe the terms of the Plan and make determinations on questions which may affect your eligibility for benefits. A representative of the Benefits Committee will also answer any questions you may have about the Plan.

## 4. Plan Trustee Information

The Plan Trustee is Fidelity Management Trust Company. The principal place of business of the Trustee is 245 Summer Street, Boston, Massachusetts 02210.

The Plan Trustee will invest Plan assets for your benefit according to your investment elections. The Trust is used for the custody and investment of the assets from which Plan benefits will be distributed.

## 5. Service of Legal Process

The name and address of the Plan's agent for service of legal process is:

Benefits Committee  
Iowa Health System Section 401(k) Retirement Savings Plan  
c/o Vice President of People Excellence  
Iowa Health System  
1200 Pleasant Street  
Des Moines, Iowa 50309-1453

Service of legal process may also be made upon the Trustee.

### III PARTICIPATION IN THE PLAN

Before you become a member or a "participant" in the Plan, there are certain eligibility and participation rules which you must meet. These rules are explained in this section of the Summary.

#### 1. Eligibility Requirements

You will be eligible to participate in the Plan if you are employed as a Qualified Employee and have attained age nineteen (19). Generally, you will be a Qualified Employee if all of the following conditions apply:

- a. Your Employer has adopted the Plan as a Participating Employer.
- b. You are not covered by a collective bargaining agreement unless such agreement expressly provides that you are to participate in the Plan.
- c. You are not employed as a medical resident or enrolled in any residency program of any Participating Employer other than Methodist Health Services Corporation, Methodist Medical Center of Illinois, or Proctor Health Care Incorporated.
- d. You are not employed as a chaplain who receives contributions and benefits under a retirement plan sponsored by a religious denomination or other institution.
- e. You are not a student who is employed under or as part of a work-study program or as an intern under any other training program, including nurses who are working and participating in a nursing education program, radiology and other medical technicians who are working and participating

in a technical education program, and any interns who are students that receive college credit for services as an intern.

- f. Your employment is not primarily funded by a government or private grant.
- g. You are not classified under your Employer's employment classification policies as a contract employee in job codes 39120, 39299, or 39323.
- h. If you are employed by Methodist Health Services Corporation, you are not classified under its employment classification policies as a nursing intern.

If you are a Qualified Employee of St. Luke's Methodist Hospital who elected to continue participation in the St. Luke's Methodist Hospital Retirement Plan and Trust after December 31, 2000, you are eligible to make Salary Reduction Contributions (including Roth Elective Deferrals) to the Plan, but you are not eligible to otherwise participate in or receive Employer Contributions to the Plan while you are eligible to accrue benefits under that Retirement Plan.

In no event will any person who is classified by an Employer under its employment tax records as an independent contractor be eligible to become a participant of the Plan during the period of such classification, regardless of whether such person could be treated as a common law employee under the federal tax laws or other applicable laws.

## 2. Participation Requirements and Date of Entry

Effective July 1, 2015, you will become a "participant" in the Plan on the first day of your Participating Employer's payroll period which begins coincident with or immediately following the later of: (a) your date of hire, or (b) the date that you satisfy the eligibility requirements discussed above.

The following example illustrates how the participation rules will apply to the Plan.

**Example.** Mary is nineteen (19) years old and becomes a Qualified Employee on March 21, 2016. She performs her first hour of service for a Participating Employer on March 27, 2016. For purposes of this example, the Participating Employer's first payroll period beginning on or after Mary's date of hire began on March 29, 2017. Therefore, Mary will become a Participant on March 29, 2017 (the first day of the first payroll period beginning on or after her date of hire).

If you were first employed by a Participating Employer before July 1, 2015, or if you were a participant in a qualified retirement plan that was merged with and

into the Plan, you may have become a Participant in the Plan on a different date in accordance with the terms of the Plan and the plan merger. You should contact your Employer or the Plan Administrator should you have any questions regarding the date on which you became a Participant in the Plan.

#### IV CONTRIBUTIONS TO THE PLAN

##### 1. General Description of Contributions to the Plan

Each year, your Employer will contribute to the Plan the following amounts:

(a) Salary Reduction Contributions. The total amount of the salary or wages you elect to defer for contribution to the Plan as your Salary Reduction Contribution. Salary Reduction Contributions include your Pre-Tax Elective Deferrals, Roth Elective Deferrals, or a combination thereof. (See the section in this Article IV entitled "Participant Salary Reduction Election.")

(b) Matching Contributions. For each pay period ending on or after January 1, 2016, and unless a different rate of Matching Contributions is specified in a Participating Employer's Adoption Agreement, a Matching Contribution by your Employer equal to fifty percent (50%) of your Salary Reduction Contributions that do not exceed six percent (6%) of your Certified Earnings for that pay period. The Matching Contribution percentage established by your Employer is described in Appendix A to this Summary Plan Description. (Trimark Physicians Group, Inc. does not make Matching Contributions to the Plan and employees of Trimark Physicians Group, Inc. will not receive or participate in the Plan's Matching Contributions.)

(c) Discretionary Employer Contributions. A discretionary amount determined each Plan Year by your Employer. There is no requirement that your Employer will make a Discretionary Employer Contribution. To qualify for any discretionary contribution that is made by your Employer for a Plan Year, you must complete a minimum number of Hours of Service for your Employer during the Plan Year and be a Qualified Employee on the last day of the Plan Year for which the contribution is made. The minimum number of Hours of Service you must complete is described in Appendix A to this Summary Plan Description.

(d) Nonelective Employer Contributions. A Nonelective Contribution by your Employer equal to a percentage of your compensation for each payroll period that you are a participant. The Nonelective Contribution percentage is established by your Employer in its Adoption Agreement to the Plan and is described in Appendix A to this Summary Plan Description.

(e) Special Employer Contributions. Certain participants may be eligible to receive a Special Employer Contribution from their Employer. The Special

Employer Contributions provided by your Employer, if any, and the participants who are eligible to receive an allocation of such Special Employer Contributions are established by your Employer in its Adoption Agreement to the Plan and described in Appendix A to this Summary Plan Description.

## 2. Participant Salary Reduction Election

As a participant, you may elect to defer a percentage of your compensation from your Employer each payroll period as a contribution to the Plan instead of receiving that amount in cash. The maximum percentage of your compensation which may be deferred is 100%, as reduced by required tax withholdings and other amounts required to be withheld from your pay. This deferral will be contributed to the Trust as your Salary Reduction Contribution. However, your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The dollar limit is \$18,000 for 2016, and this dollar limit may be increased in future years under the tax laws for increases in the cost of living. The limit for any year may be obtained upon request of the Plan Administrator.

Upon your admission to the Plan as a participant, you will be deemed to have elected to make Salary Reduction Contributions in form of Pre-Tax Elective Deferrals equal to two percent (2%) of your compensation for each payroll period. You may elect against such salary reduction by notifying the Plan Administrator of your election against such Salary Reduction Contributions. You may also make a salary reduction election that provides for a salary reduction percentage other than the automatic two percent (2%) Pre-Tax Elective Deferral that otherwise would be made for you as a deemed salary reduction election. Also, as described below, you may designate that all or any portion of your Salary Reduction Contributions be Roth Elective Deferrals.

You may elect to amend your salary reduction election at any time. Such amendment will become effective as soon as administratively feasible following the receipt of the amendment by the Plan Administrator. Your election will remain in effect until you modify or terminate it in such manner as required by the Plan Administrator. The modification will become effective as soon as administratively feasible following the date the modification is received by the Plan Administrator. Cash bonuses are subject to your salary reduction election.

You will be provided specific procedures and other information for making these salary reduction elections and any amendments or modifications to an existing election, and these procedures will permit you to make these elections directly on-line with the Plan Trustee. All elections and amendments with respect to your Salary Reduction Contributions are to be made pursuant to such procedures that are established by the Plan Administrator for this purpose.

- (a) Pre-Tax Elective Deferrals or Roth Elective Deferrals. The Plan permits you to elect that your Salary Reduction Contributions will be either Pre-Tax Elective Deferrals or Roth Elective Deferrals (or a combination

thereof). Salary Reduction Contributions that are designated as Pre-Tax Elective Deferrals are not includible in your income for the taxable year they are contributed to the Plan, but the amount of the Pre-Tax Elective Deferral and the earnings on such contributions are fully taxable when you receive a distribution of these contributions and earnings from the Plan. Pre-Tax Elective Deferrals will, however, be subject to Social Security taxes at the time they are contributed to the Plan.

If you elect to have all or a portion of your Salary Reduction Contributions to be Roth Elective Deferrals, the Roth Elective Deferrals will be includible in your income for the taxable year of the contribution, but the Roth Elective Deferrals and the earnings thereon are totally excludible from your income when you take a qualified distribution from your Roth Elective Deferral Account under the Plan. In order to be a qualified distribution, and therefore eligible for the income exclusion on Roth Elective Deferral earnings, the distribution must occur either after you attain age 59 ½, after you become disabled, or to a beneficiary after your death, and in addition must occur after the expiration of a 5-year “non-exclusion” period. The 5-year non-exclusion period expires at the end of the 5-taxable-year-period which begins on the first day of the first taxable year you make a Roth Elective Deferral to the Plan (or to a Roth 401(k) account you rolled over to the Plan). For example, if you make your first Roth Elective Deferral under the Plan on November 30, 2016, your 5-year non-exclusion period will end on December 31, 2020, the last day of the fifth taxable year beginning on and after January 1, 2016, the first day of the first taxable year in which you make Roth Elective Deferrals. If a distribution from your Roth Elective Deferral Account is not a qualified distribution, the earnings distributed with the Roth Elective Deferrals will be taxable to you at the time of distribution, unless you rollover the distribution.

Your election to make Pre-Tax Elective Deferrals and/or Roth Elective Deferrals will be made in your salary reduction agreement or other election procedures established by the Plan Administrator. These procedures will allow you to designate all or any portion of your permitted Salary Reduction Contributions (including Salary Reduction Contributions which are Catch-Up Contributions as discussed below) as a Roth Elective Deferral. If you do not make any designation of your Salary Reduction Contributions as Roth Elective Deferrals, all of your Salary Reduction Contributions shall be Pre-Tax Elective Deferrals.

Pre-Tax Elective Deferrals will be allocated to and separately accounted for in a Plan account known as the Salary Reduction Account. Roth Elective Deferrals will be allocated to and separately accounted for in a Plan account known as the Roth Elective Deferral Account.



- (b) You should also be aware that the annual dollar limit on your Salary Reduction Contributions is an aggregate limit which applies to all elective deferrals you may make under this Plan (including your Roth Elective Deferrals) or other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions, or other section 401(k) retirement plans in which you may be participating, but not including Section 125 cafeteria plans or Section 457(b) deferred compensation plans). Generally, if your total deferrals under all cash or deferred arrangements for a calendar year exceed the annual dollar limit, the excess must be included in your income for the year. For this reason, it is desirable to request in writing that any excess deferrals be returned to you. If you fail to request such a return, you may be taxed a second time when the excess deferral is ultimately distributed from the Plan.

If you have made excess deferrals, you must decide which plan or arrangement you would like to have return the excess. If you decide that the excess should be distributed from this Plan, you should communicate this in writing to the Plan Administrator no later than the March 1<sup>st</sup> following the close of the calendar year in which such excess deferrals were made. If you have made Roth Elective Deferrals to the Plan, you may also designate how much, if any, of the excess is to be composed of Roth Elective Deferrals or Pre-Tax Elective Deferrals, but only to the extent such types of Salary Reduction Contributions were made to the Plan for the year the excess contributions were made. The Plan Administrator may then return the excess deferrals, adjusted for earnings and losses, to you by April 15<sup>th</sup>.

- (c) You will always be 100% vested in your Salary Reduction Contributions. This means that you will always be entitled to all of the Salary Reduction Account and Roth Elective Deferral Account attributable to your Salary Reduction Contributions. The value of this account will, however, be affected by any investment gains or losses. If the investment of this account pursuant to your directions results in a gain, the balance in your account would increase. Of course, if there is a loss from the investment of your account, the balance in your account would decrease. Your interest in the Salary Reduction and Roth Elective Deferral Accounts attributable to your Salary Reduction Contributions cannot be forfeited for any reason.

If you are a highly compensated employee (generally individuals receiving wages in excess of certain amounts established by law), a distribution from your Account(s) of certain excess contributions may be required to comply with limitations imposed under the federal tax laws. The Plan Administrator will notify you if a distribution of excess contributions is required under these tax laws.

### 3. Catch-Up Contributions for Participants Ages Fifty (50) and Over

In addition to the amount of compensation you can elect to defer as discussed in the preceding section, if you are at least age fifty (50), or will be at least age fifty (50) before the end of the calendar year, you may elect to defer an additional amount of your compensation for contribution to the Plan. This additional amount you elect to defer is called a “catch-up Salary Reduction Contribution”. The catch-up Salary Reduction Contribution will be treated as either a Pre-Tax Elective Deferral or Roth Elective Deferral, as designated in your salary reduction agreement. If no designation is made, the catch-up Salary Reduction Contribution will be made on a pre-tax basis as a Pre-Tax Elective Deferral. The maximum dollar amount of catch-up Salary Reduction Contributions you may elect to defer for 2016 is \$6,000. This limit may be increased in future years for increases in the cost of living. The limit for any year may be obtained upon request of the Plan Administrator.

The following example illustrates how the catch-up Salary Reduction Contribution rules will apply to the Plan.

**Example.** Lee is forty-nine (49) years old and is a Participant in the Plan. The maximum dollar amount of compensation Lee may defer in 2016 is \$18,000. Lee will attain age fifty (50) on December 31, 2016. Because Lee will be fifty (50) years old in 2016, the maximum amount Lee may elect to defer under the Plan during 2016 is increased by \$6,000. Therefore, Lee may elect to defer \$24,000 for the 2016 Plan Year (the \$18,000 limit for regular Salary Reduction Contributions plus the \$6,000 catch-up limit, provided that the total amount deferred does not exceed 100% of Lee's compensation (less applicable and required withholdings) for 2016).

### 4. Matching Contributions

Your Plan account will receive for each payroll period that you have made Salary Reduction Contributions a Matching Contribution for such payroll period (as set forth in Section 1(b) of this Summary Plan Description). The Matching Contribution for any payroll period shall also take into account any Salary Reduction Contributions made in a prior payroll period of the year for which a Matching Contribution was not made due to a limitation on the amount of Salary Reduction Contributions that could be made in such prior payroll period provided the total amount of Salary Reduction Contribution taken into account for any payroll period in determining the Matching Contribution may not exceed the percentage of your Certified Earnings that may be matched for such payroll period. Your Employer's Matching Contribution election, including the percentage match that will be made with respect to your Salary Reduction Contribution, is described in Appendix A to this Summary (again, you will not receive a Matching Contribution if you are an employee of Trimark Physicians Group, Inc.). Your account that is attributable to Matching Contributions is subject to the Plan's vesting schedule described in Article V of this Summary.

## 5. Your Share of Discretionary Employer Contributions

If your Employer makes Discretionary Employer Contributions to the Plan for any Plan Year, the Discretionary Employer Contribution will be allocated to and among the Plan accounts of the participants employed by your Employer who are eligible to share in the allocation of such Discretionary Employer Contributions for that year as described in Appendix A. The Discretionary Employer Contributions shall, if not paid before the close of the Plan Year, be paid as soon as practicable following the close of the Plan Year but not later than the date necessary for obtaining a deduction in your Employer's federal income tax return for that year or as may be required by applicable law.

Your account that is attributable to Discretionary Employer Contributions is subject to the Plan's vesting schedule described in Article V of this Summary Plan Description.

## 6. Nonelective Employer Contributions

If your Employer has elected to make Nonelective Employer Contributions to the Plan, your Employer will contribute to your Plan account for each payroll period that you are an active participant a Nonelective Employer Contribution equal to a specified percentage of your compensation during such payroll period. The Nonelective Employer Contribution percentage elected by your Employer, if any, is described in Appendix A. In no event will the Nonelective Employer Contribution exceed two percent (2%) of your compensation. Your account that is attributable to Nonelective Employer Contributions is subject to the Plan's vesting schedule described in Article V of this Summary Plan Description.

## 7. Special Employer Contributions

You should refer to Appendix A of this summary to determine whether your Employer has elected to make Special Employer Contributions to the Plan and, if so, if you are eligible to receive an allocation of any such Special Employer Contributions. Any account that is attributable to Special Employer Contributions is subject to the Plan's vesting schedule described in Article V of this Summary.

## 8. Limit on Total Contributions

Federal tax laws impose certain limits on the total amount that can be contributed to the Plan on your behalf in any Plan Year. The total contributions (excluding rollover and transfer contributions and Catch-Up Salary Reduction Contributions) allocated to your Plan accounts for the 2016 Plan Year may not exceed the lesser of \$53,000 or 100% of your compensation. This dollar limit on the total contributions to the Plan on your behalf for any year may be increased in future years under the federal tax laws for increases in the cost of living.

## 9. Investment Earnings and Losses

Each of your Plan Accounts will be credited with the Account's share of the investment earnings or losses and appreciation and depreciation in value of the Account attributable to the investment and reinvestment of the assets of the Account pursuant to your investment directions.

## 10. Compensation

Your compensation during the Plan Year that qualifies as "Certified Earnings" determines your share of the Nonelective Employer Contributions for that Plan Year and the amount of Matching Contributions that may be made on your behalf under the Plan. For these purposes, your Certified Earnings is generally defined as the total compensation that is actually paid to you that is subject to income tax and reflected on your Form W-2 Wage and Tax Statement for such year, as adjusted to include certain nontaxable elective deferrals from your compensation and to exclude certain taxable benefits. Salary reduction contributions to any cafeteria plan, tax sheltered annuity, SEP, Section 457(b), or Section 401(k) Plan (including this Plan), and any qualified transportation fringe benefits that are provided through salary reduction, will be included as Certified Earnings even though these amounts are excluded from income for tax purposes. Certain payments or income from other deferred compensation and fringe benefit plans, including severance pay (other than separation pay or accumulated time off that is paid in a lump sum at the time of termination), tuition reimbursement, long-term disability income benefits, notice pay, stipends, honorariums, lecture fees, workers' compensation, and all non-cash remuneration will not be considered as part of your Certified Earnings in determining your share of any Employer contributions under the Plan. Also, the compensation paid to you with respect to the first payroll period following: (i) the direct transfer of employment to a Participating Employer from another affiliate of such Participating Employer, (ii) reemployment by a Participating Employer, or (iii) the transfer to a position which qualifies you as a Qualified Employee under the Plan, shall not be considered part of your Certified Earnings.

The Plan, by law, cannot recognize compensation in excess of certain amounts determined by the Commissioner of the Internal Revenue. This amount will be periodically adjusted for cost of living increases. For 2016, the compensation limit is \$265,000.

## 11. Transfers From Qualified Plans (Rollovers)

Subject to rules and requirements established by the Plan Administrator, you may be permitted to deposit into the Plan distributions you have received from other plans as a rollover contribution. Your rollover contribution will be placed in a separate account called the "Rollover Account." Eligible plans from which rollover distributions may be accepted include other tax-qualified retirement plans (excluding after-tax contributions), Section 403(b) annuities or custodial accounts (excluding after-tax contributions), and individual retirement accounts and annuities that only hold amounts

transferred from other eligible plans; however, the Plan will not accept rollover contributions from a Section 457(b) deferred compensation plan. Such a deposit or transfer is called a "rollover" and may result in tax savings to you. You should consult a qualified adviser to determine if a rollover is in your best interest.

The Plan may also accept a direct rollover from another Roth elective deferral account under another eligible plan provided such rollover is permitted under the tax rules applicable to such Roth elective deferral accounts. Such rollovers shall be allocated to and separately accounted for under a "Roth Rollover Account."

You may also receive a direct transfer of funds to your credit from another qualified retirement plan. Your transferred funds will be placed in a separate account called a "Transfer Account." However any funds received as a direct transfer from other plans may be credited to one or more of the separate accounts described in Section 12 below which are subject to the same requirements under the tax laws that applied to the transferred funds while they were held in the other plan.

You will always be 100% vested in your Rollover Account and Roth Rollover Contributions Account. This means that you will always be entitled to all of your contributions held in these Accounts at the time of your applicable distribution of Plan benefits. Rollover and transfer contributions will be affected by any investment gains or losses realized in the Rollover, Roth Rollover, or Transfer Accounts. The Trustee invests this money at your direction and, if there is a gain, the balance in your account will increase. Of course, if there is a loss from an investment, the balance in your account will decrease.

## 12. Plan Accounts

A separate account shall be established for you under the Plan to hold and account for each of the different types of contributions that may be made to the Plan on your behalf. The separate accounts are as follows:

Discretionary Contribution Account – for Discretionary Employer Contributions

Nonelective Contribution Account – for Nonelective Employer Contributions

Matching Account – for Matching Contributions

Salary Reduction Account – for all Salary Reduction Contributions made prior to January 1, 2016, and for all Pre-Tax Elective Deferrals made on after January 1, 2016.

Roth Elective Deferral Account – for all Roth Elective Deferrals

Special Nonelective Account – for Special Nonelective Contributions

Special Employer Contribution Account – for Special Employer Contributions

Rollover Account – for Rollover Contributions other than Roth Rollover Contributions

Roth Rollover Contributions Account – for Roth Rollover Contributions

After-Tax Account – for funds directly transferred on behalf of a participant from another qualified retirement plan that are attributable to after-tax contributions under the other qualified retirement plan

Transfer Account – for funds (other than after-tax contributions) directly transferred on behalf of a participant from another qualified retirement plan.

The Plan also maintains various accounts and subaccounts to hold, administer, and account for assets and account balances transferred from plans that have been merged with and into the Plan.

### 13. Plan Expenses

Each Plan Account shall be charged with the expenses attributable to the investment and reinvestment of the assets credited to the Account. The Plan's administrative expenses which are payable by the Plan are generally apportioned among all Participant Accounts under the Plan. The reasonable and direct expenses of administering a domestic relations order served on the Plan shall, however, be charged to the Accounts of the Participant and alternate payee who are parties to the order as described in Article V, Section 10 of this Summary Plan Description. Recordkeeping and other expenses may be charged to your individual Account(s) in accordance with the terms of the Plan and fee arrangements negotiated with the Trustee and other Plan service providers, including, for example, loan establishment fees and in-service withdrawal fees. If you have questions regarding the fees charged to your individual Account(s), you should contact the Plan Administrator.

### 14. Directed Investments

You control the investment of your Plan accounts subject to rules established by the Plan Administrator. A copy of these rules and the self-directed investment program may be obtained from your Employer or the Plan Administrator. The Plan permits an Investment Manager to direct the investment of your Plan accounts. Information on engaging an Investment Manager to manage the investment of your Plan Accounts is available upon request of the Plan Administrator.

You can change the investment of your future contributions and/or your existing account balances at any time pursuant to the rules and procedures that are established by the Plan Administrator for this purpose. All changes will be completed as soon as administratively possible. You should be aware that it may take time to process a request for change of investment of future contributions or of your existing Account balances, and an administratively reasonable time is given to the Plan Administrator to accomplish your change in investments. Any costs incurred due to changes in your directions (including the fees of any Investment Manager that has been engaged to manage the investment of your Plan accounts) will be assessed against your Accounts.

If your investment directions are made by voice, electronic, or other paperless systems established under the self-directed investment procedures established by the Plan Administrator, the written confirmations that are made for your investment directions, including the quarterly account statements that are provided to you, shall be conclusive and binding unless you file a written objection with the Plan Administrator of the reported investment transaction involving your Plan Accounts within five (5) days of the mailing or delivery of the confirmation or, if such confirmation is not issued, within five (5) days of the receipt of your next quarterly account statement.

It is your responsibility to monitor the investment options for your Plan Accounts and decide what investment mix is right for you. Neither your Employer, the Iowa Health System, the Trustee, or the Plan Administrator will give you investment advice or manage your Plan Accounts for you. However, if you fail to provide directions on the investment of your Plan Accounts, including any deemed Salary Reduction Contributions made on your behalf to the Plan, your Plan Accounts (or the portion thereof for which investment directions have not been made) shall be invested in the Plan's default investment option. This default investment option will be selected by the Plan Administrator and, until changed by the Plan Administrator, will be a target retirement date fund containing a mixture of stocks, bonds, and capital preservation investments based on your date of birth and projected retirement date.

If you die, your beneficiary becomes responsible for selecting investments until all benefits are distributed.

All earnings and losses on your investment options under each Plan Account will be credited or charged directly to that Plan Account. Your Plan Accounts will also be charged with all expenses attributed to your directed investments, as well as any general expenses of the Plan and the Plan Administrator which are not paid by the Participating Employers, including the fees of any Investment Manager that has been engaged to manage the investment of Participant Accounts.

## 15. [ERISA Section 404\(c\) Plan](#)

The Plan is intended to be a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and Title 29 of the Code of Federal Regulations § 2550.404c-1. As long as the Plan complies with Section 404(c), then the fiduciaries of the Plan, including your Employer, Iowa Health System, the Trustee and the Plan Administrator, and their respective representatives, will be relieved of legal liability for any losses realized in your Plan Accounts which is the direct and necessary result of your investment directions under the Plan. The procedures established by the Plan Administrator for making investment directions must be strictly followed to assure your investment directions are properly executed.

The Plan Administrator will provide you the necessary information concerning the procedures for the directed investment of your Plan Accounts. This information will include all disclosures and information concerning the Plan's investment funds as



required by Section 404(c) of ERISA, including the makeup and performance of any investment fund. These procedures will also include a description of fees and expenses, and other information applicable to the Plan's investment funds. If you have any other questions that are not addressed by such information, contact the Plan Administrator for further details.

#### 16. Make-Up Contributions After Qualified Military Leave

If you should be reemployed by a Participating Employer after qualifying military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, you will be permitted to make Salary Reduction Contributions for the period of military duty if made within the period equal to three times the period of military duty or five years, whichever ends first. If make-up Salary Reduction Contributions are made, any Matching Contributions that would be made with respect to such Salary Reduction Contributions shall be contributed to the Plan on your behalf. However, no earnings will be credited on any make-up contributions that are made for the period of your qualifying military service. If you may be affected by these rules for qualified military service, you should ask the Plan Administrator for further details on the procedures and requirements for making these Salary Reduction Contributions.

#### 17. True-Up of Certain Employer Contributions

Effective with Plan Years beginning on and after January 1, 2016, Employer contributions, other than Matching Contributions, that are calculated and made on behalf of an eligible Participant on the basis of the Participant's Certified Earnings in each payroll period of the Employ, will be adjusted as of the end of each Plan Year to the extent necessary to provide a total Employer contribution that is equal to the amount as calculated on the basis of the Participant's Certified Earnings for the entire Plan Year.

**Example.** In its Adoption Agreement, your Employer elects to make a Nonelective Employer Contributions to the Plan for the 2016 Plan Year equal to 2% of your Certified Earnings and pays the Nonelective Employer Contribution to the Plan at the end of each payroll period on the basis of your Certified Earnings for such period. As of the close of the 2016 Plan Year, your Employer will make an additional Nonelective Employer Contribution to the Plan on your behalf, if necessary, to provide that a total Nonelective Employer Contribution will be contributed to the Plan on your behalf for the 2016 Plan Year that is equal to 2% of your total Certified Earnings for the 2016 Plan Year.



## V DISTRIBUTION OF PLAN BENEFITS

### 1. Distribution of Benefits Upon Normal Retirement

Your Normal Retirement Age is the day you attain age sixty-five (65). At your termination of employment on or after attaining your Normal Retirement Age, you will be entitled to 100% of your Plan Accounts. Payment of your benefits will be made as soon as practicable following your termination of employment on or after your Normal Retirement Date.

### 2. Distribution of Benefits Upon Disability

If you terminate your employment due to your disability, as defined in the Plan, you will be entitled to 100% of your Plan Accounts. Generally, you are considered to be disabled for this purpose if you have incurred a total disability that would entitle you to receive disability benefits under the federal Social Security Act. Payment of your benefits will be made as soon as practicable after your termination of employment due to disability.

### 3. Distribution of Benefits Upon Death

Your beneficiary will be entitled to the vested balance of your Plan Accounts upon your death.

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit, unless you otherwise elect in writing on a form to be furnished to you by the Plan Administrator. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If your spouse has validly waived his or her right to the Plan's death benefit in the manner outlined above, or if your spouse cannot be located or if you are not married at the time of your death, then your death benefit can be paid to a designated beneficiary other than your spouse. You may designate your beneficiary or beneficiaries in accordance with the procedures made available by the Plan Administrator for your beneficiary designations under the Plan. If you change your designation, your spouse must again consent to the change unless your spouse has consented to future changes without his or her consent.

If your designated beneficiary is a person (other than your spouse), your death benefit must be paid by the end of the year which contains the fifth anniversary of your death. If your spouse is the beneficiary, the payment of the death benefit may be delayed until the year in which you would have attained age 70 ½. The death benefit

may qualify as an eligible rollover distribution that can be directly transferred by your beneficiary to an individual retirement account or annuity or, if the beneficiary is your spouse, to another eligible rollover plan. Whenever your beneficiary becomes eligible to receive a distribution of the death benefit, the Plan Administrator will deliver to the beneficiary a more detailed explanation of these rollover options.

The Plan also provides for a fully vested death benefit on behalf of any participant who dies while in qualified military service on or after January 1, 2007.

Since your spouse participates in these elections and has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

For all purposes of the Plan, including the death benefit provided for surviving spouses, the term "spouse" shall mean only such person who is defined as the spouse of a participant for purposes of the laws of the United States under Title I, Section 7 of the United States Code.

#### 4. [Distribution of Benefits Upon Termination of Employment](#)

If your employment terminates for reasons other than death, disability, or retirement on or after attaining your Normal Retirement Age, you will be entitled to receive only the "vested percentage" of your Accounts under the Plan and the remainder of your Accounts will be forfeited. Only contributions made to the Plan by your Employer are subject to forfeiture. (See Section 5 in this Article entitled "Vesting in Your Plan Benefit".)

After your termination, the Plan Administrator will direct the Trustee to distribute your vested Accounts to you as of the date you elect, but no later than the April 1<sup>st</sup> following the calendar year you reach age 70 ½. However, if the value of your vested Accounts under the Plan at the time of your termination does not exceed \$1,000, your vested Accounts will be distributed by the Trustee without your consent. Amounts credited to your Rollover Account or Roth Rollover Contributions Account will not be counted toward this \$1,000 threshold.

If your employment is transferred to another Participating Employer or an affiliate of the Iowa Health System, you will not be considered as having terminated employment for the purpose of making you eligible for the distribution of your Plan Accounts.

#### 5. [Vesting in Your Plan Benefit](#)

With limited exceptions, your "vested percentage" in your accounts attributable to Employer contributions (your Discretionary Contribution Account, Nonelective Contribution Account, Matching Account, Special Employer Contribution Account, and Transfer Account) is based on your completed Years of Service at the time your

employment with your Employer ends, according to the following applicable vesting schedules:

(a) If you have not performed an Hour of Service on or after January 1, 2016:

<u>Years of Service</u>	<u>Percentage</u>
Less than 1	0%
1 but less than 2	20%
2 but less than 3	40%
3 but less than 4	60%
4 but less than 5	80%
5 or more	100%

(b) If you have performed an Hour of Service on or after January 1, 2016:

<u>Years of Service</u>	<u>Percentage</u>
Less than 3	0%
3 or more	100%

However, if you were employed by a Participating Employer prior to January 1, 2016, you will vest in your Accounts pursuant to the vesting schedule in subsection (a) above until you have attained three (3) Years of Vesting Service, at which point you will be fully vested in accordance with the vesting schedule in this subsection (b).

Extended vesting schedules were effective for the participants employed by certain Participating Employers who terminated employment before July 1, 2006. Also, the account that is attributable to the Special Employer Contributions of certain Participating Employer(s) may be 100% vested and nonforfeitable. Any special vesting rules that may apply to your Plan accounts will be described in Appendix A to this Summary. The portion of your Accounts subject to the above vesting schedules that is not vested shall be forfeited as of the valuation date coincident with or next following the earlier of the distribution of your vested benefit by the Plan or the last day of the Plan Year in which you first incur five (5) consecutive 1-year breaks in service after your termination of employment.

Regardless of the above vesting schedules, you are always 100% vested in your Salary Reduction Contributions to the Plan and any amounts credited to your Rollover Account and Roth Rollover Contributions Account. You will also be 100% vested in your Plan Accounts if you remain in employment until your Normal Retirement Age.

If you were a participant in a qualified retirement plan that was merged into the Plan, special vesting rules may apply to the Transfer Accounts that hold and account for funds directly transferred on your behalf from the other qualified retirement plan. You

may also be 100% vested in the balance of the Transfer Account that was established to hold and administer the funds that were transferred to this Plan in the plan merger. You should consult the Plan Administrator to determine the vested percentage of your Transfer Account(s) (if any) attributable to employer contributions to the merged plan in which you previously participated.

## 6. Vesting Years of Service

In general, you must have 1,000 Hours of Service during the Plan Year to earn a Year of Service under the vesting schedule. Your Hours of Service are determined pursuant to detailed regulations issued by the Department of Labor. The following is a brief summary of the rules.

The particular method of calculating Hours of Service depends on your employment status. The general categories are:

### Hourly-Paid Employees

If you are in this category, you are credited for each hour you are on the job and for which you are paid. In addition, you will also be credited for certain paid hours attributable to any of the following time-off with pay periods: vacation; holiday; illness; layoff; incapacity (including disability; however, payments under Workers' Compensation or Social Security are not converted into Hours of Service); jury duty; military duty; leave of absence; and funeral leave. Unemployment compensation is not converted into Hours of Service.

No more than 501 Hours of Service ever will be credited for any single period during which you were paid but were not at work. Periods for which you are not paid are not counted as Hours of Service.

### Full-Time Salaried Employees

If you are in this category, the Department of Labor regulations provide certain equivalency standards are to be used. These rules credit a specified number of Hours of Service to a period if at least one hour would be credited to that period if an actual record of hours were kept. These equivalencies are as follows:

190 Hours of Service may be credited for each monthly period.

95 Hours of Service may be credited for each semi-monthly period.

45 Hours of Service may be credited for each weekly period.

The factor used in determining your Hours of Service is determined by your payroll period.

### Part-Time Salaried Employees

If you are in this category, Hours of Service are determined on the basis of your earnings. In general, your earnings are divided by your deemed hourly rate.  
Breaks in Service

You will have a “One-Year Break in Service” if you have 500 or fewer Hours of Service in any calendar year. It is important to note that it is not necessary that your employment terminate in order for you to have a One-Year Break in Service. The Plan has special rules delaying the start of a Break in Service for up to one year in the cases of absences for maternity, paternity or the adoption of a child.

### Consequences of a Break in Service

A Break in Service can have consequences for determining your vested percentage in the Plan or determining if any amount previously forfeited under the Plan will be restored to your accounts.

If you terminate employment at a time when you are vested in any portion of your accounts under the Plan, you will not lose your prior vesting service.

If you are not vested in any portion of your Plan accounts, you will lose your prior vesting service if you have 5 consecutive One-Year Breaks in Service before you complete five (5) years of vesting service.

A special rule applies if you are on an approved leave of absence. If you return to work with a Participating Employer at the end of your leave, you will be credited with Hours of Service for the period of your leave. During the leave, you will be credited Hours of Service at a rate equal to your regularly scheduled working hours prior to leave, to a maximum of 501 hours for the period of the leave.

### Service with Related Employers

Your Employer is a member of a related group of organizations, including the Participating Employers listed in this Summary. The Plan treats all members of this related group as a single employer for purposes of crediting Hours of Service for purposes of vesting. If you work for more than one member of the related group, you will receive Hours of Service credit under this Plan to the same extent as if you had worked the other hours for the Employer. However, for purposes of determining Employer Contributions to the Plan, the Plan only takes into account the Compensation that you receive and the service performed for the contributing Employer.

Solely for the purpose of determining your Years of Vesting Service and vested portion of your account, your Years of Vesting Service shall include all Years of

Service completed as an employee of any prior employer identified in Appendix C to the Plan, effective as of the date set forth in the Appendix C, if you were directly employed by a Participating Employer after your separation from service with such prior employer without an intervening break in employment service or service with any employer other than the Participating Employer. The list of the prior employers identified in Appendix C to the Plan is available upon request of the Plan Administrator.

### Military Service

If you have been reemployed by a Participating Employer under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered as service under the Plan for purposes of vesting in your Plan accounts. If you may be affected by this law, you should ask the Plan Administrator for further details.

### Reinstatement of Amounts Previously Forfeited

Even if you do not lose your prior vesting service for future contributions, you will not be entitled to a reinstatement of the amounts previously forfeited from your Plan accounts after your reemployment by a Participating Employer unless you repay to the Plan the amount of your previous distribution before the earlier of the incurrence of five (5) consecutive One-Year Breaks in Service or five (5) years after the date of your reemployment.

## 7. Distribution Before Termination of Employment

If you have attained age 59 ½, you will have a continuing right to receive a distribution of all or any portion of your Salary Reduction Account, Roth Elective Deferral Account, and any other Plan Account which is fully vested. A distribution election is to be made in accordance with the procedures established by the Plan Administrator for such distribution requests. All distributions shall be determined on the basis of the value of your Plan Accounts as of the Plan valuation date that the distribution is processed pursuant to your request.

In addition to the general right to receive a distribution of your vested Accounts upon attaining age 59 ½, if you were a participant of the Iowa Physicians Clinic Medical Foundation Retirement Plan (the "IHP Plan") when it was merged with and into the Plan on December 31, 2011, you may have a right to receive a distribution of the following accounts:

- a. At any time, all or any portion of the balance of your IHP Rollover Account that was transferred to the Plan in the merger of said plans on December 31, 2011; and

- b. Upon attainment of age 55, all or any portion of the IHP Profit Sharing Account that was transferred to the Plan in the merger of said plans on December 31, 2011.

You may receive a distribution of your Rollover Account at any time. You may not, however, receive a distribution of your Roth Rollover Contributions Account until your termination of employment.

## 8. Forms and Time of Benefit Payments

All benefits that are to be paid to you or your beneficiaries under the Plan will be paid in the form of a single lump-sum payment in cash. (The only exception to the lump sum form of payment applies to certain participants who have a Transfer Account resulting from the assets and accounts of a retirement plan that has merged with the Plan, and who began receiving the payment of benefits from such retirement plan prior to the date of the plan merger.)

The distribution of Plan benefits will be made within an administratively reasonable period of time of the distributable event or your election to receive your distribution. All distributions will be based on the value of your Plan accounts as determined as of the Plan valuation date that the distribution is processed.

Regardless of whether you elect to delay the receipt of your Plan benefits, there are tax rules laws which generally require minimum payments to begin no later than the April 1<sup>st</sup> following the year in which you reach age 70 ½ or terminate employment, whichever date is later. Since the only form of distribution under the Plan is a lump sum, if you become subject to a required minimum distribution under this rule, your vested Plan Accounts will be paid to you in a single lump sum distribution no later than this required distribution date. You should contact the Plan Administrator if you feel you may be affected by this rule.

## 9. Treatment of Distributions From Your Plan

Whenever you receive a distribution from your Plan, the distribution (other than the portion attributable to your Roth Elective Deferral Account or Roth Rollover Contributions Account) will normally be subject to income taxes. You may, however, reduce, or defer entirely, the tax due on certain lump sum distributions through use of one of the following methods:

- (a) The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA), or another qualified employer plan, a Code Section 403(b) tax-sheltered annuity or custodial account, or a Code Section 457(b) plan maintained by a state, political subdivision of a state or any agency or instrumentality of a state or political subdivision of a state. This will result in no tax being due until you begin withdrawing

funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames and in accordance with specific procedures required under the tax laws. In addition, under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment.

Rollovers of distributions from the Plan may also be made to a Roth IRA. However, the amount rolled over to a Roth IRA will be subject to income taxes.

Notwithstanding the foregoing, if you have made Roth Elective Deferrals, a direct rollover of a distribution from your Roth Elective Deferral Account may be made only to another Roth elective deferral account of an applicable retirement plan or to a Roth IRA.

- (b) If you qualify, the election of favorable income tax treatment under "10-year forward averaging" available for certain individuals who attained age fifty (50) before January 1, 1986.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE COMPLEX AND HAVE BEEN AFFECTED BY RECENT CHANGES IN THE TAX LAWS. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISER BEFORE MAKING A CHOICE.

## 10. Domestic Relations Order

As a general rule, your interest in your Plan Accounts, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, your creditors may not attach, garnish, or otherwise interfere with your Plan Accounts.

There is an exception, however, to this general rule. The Plan Administrator may be required by law to recognize obligations you incur as a result of court ordered child support or alimony payments. The Plan Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court which satisfies certain rules and that obligates you to pay child support or alimony, or otherwise allocates a portion of your Plan Accounts to your spouse, former spouse, child, or other dependent. If a qualified domestic relations order is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator will determine the validity of any domestic relations order received. The expenses incurred by the Plan Administrator in determining whether an order is a qualified domestic relations order, and the direct costs of administering of the order and the assignment of the assets of your Plan accounts pursuant to the order, shall be paid from your Plan Accounts. If you anticipate



that a domestic relations order will be issued with respect to your Plan benefits, you should contact the Plan Administrator for more information on the procedures which need to be followed to qualify any such order. A copy of the Plan's procedures governing qualified domestic relations order determinations can be obtained, without charge, from the Plan Administrator.

#### 11. Pension Benefit Guaranty Corporation

Benefits provided by your Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to your Plan.

#### 12. Other Service Credit

If you transfer employment from one Employer to another Participating Employer which has adopted this Plan, you will continue to be credited with all Years of Service accumulated with the initial Employer for purposes of the Plan's vesting rules. In certain cases, the Plan credits service performed as an employee with predecessor employers which are affiliates of your Employer for purposes of the Plan's vesting rules. The Plan Administrator will notify you if you are entitled to any such service credit with a predecessor employer.

#### 13. Lost and Missing Participants

If the Plan Administrator, after taking reasonable and appropriate steps described in the Plan, is unable to locate you at the time your interest is to be distributed, and the amount of your vested Plan Accounts is \$5,000 or less, the Trustee will transfer your distribution to an individual retirement plan for your benefit. Otherwise, if the Plan Administrator is unable to locate you or your beneficiary within six (6) months after taking these reasonable and appropriate steps to locate you or your beneficiary, your Plan Accounts will be forfeited. If you or your beneficiary are later located or you make a claim for your benefit after your Plan accounts have been forfeited, your forfeited Accounts will be immediately restored, but will not include any earnings or losses during the time they were forfeited. The reasonable and direct expenses incurred in the attempt to locate a lost or missing participant or beneficiary will be paid from the Plan Accounts of such participant or beneficiary.

#### 14. Correction of Errors

Errors sometimes occur in determining benefits provided by the Plan. This may be because of incorrect or incomplete dates, or for other reasons. If such error is discovered, it will be corrected by the Plan Administrator by equitable adjustment. Overpayments resulting from an error may be deducted from future payments, if any. Any person who received any overpayment from the Plan may also be required to repay the overpayment. The Plan Administrator also has the authority to correct errors in the Plan as may be necessary or appropriate to preserve the tax qualification of the Plan or

to correct a breach of duty under ERISA as authorized under the Internal Revenue Service Employee Plans Compliance Resolution System or the Department of Labor Voluntary Fiduciary Correction Program. Such corrective actions may include causing appropriate distributions to be made to make the necessary correction authorized under these programs.

## **VI YOUR PLAN'S "TOP HEAVY RULES"**

A 401(k) plan that primarily benefits "key employees" is called a "top heavy plan." Key employees are certain owners or officers of your Employer. A Plan is a "top heavy plan" when more than sixty-percent (60%) of the contributions or benefits have been allocated to key employees. Each year, the Plan Administrator is responsible for determining whether your Plan is a "top heavy plan."

If your Plan becomes top heavy in any Plan Year, then non-key employees will be entitled to certain "top heavy minimum benefits," and other special rules will apply. The Plan is not now, nor expected to become, a top heavy plan.

## **VII LOANS**

You may apply to the Plan Administrator for a loan from the Plan. Your application must be made in accordance with the procedures established by the Plan Administrator or its designated loan administrator for Plan loans. The application may also require that you provide additional information, such as financial statements, tax returns and credit reports. After considering your application, the Plan Administrator may, in its discretion, determine that you qualify for the loan. The Plan will then make a loan to you in accordance with the Plan's loan policy.

### **1. Loan Requirements**

There are various rules and requirements that apply for any loan. These rules are summarized in this section. In addition, your Employer has established a written loan policy which explains these requirements in more detail. You can request a copy of the loan policy from the Plan Administrator. Generally, the rules for loans include the following:

- (a) Loans must be made available to all participants and their beneficiaries on a uniform and non-discriminatory basis. However, the minimum loan amount that may be requested is \$1,000.
- (b) Effective January 1, 2016, except for with respect to loans outstanding on December 31, 2015, you may have no more than one (1) plan loan outstanding at any time, except for a second plan loan used to purchase your principal residence may be made and outstanding to you at any time.

(c) All loans must be adequately secured. Up to one-half ( $\frac{1}{2}$ ) of your vested Account balances under the Plan shall be used as security for the loan. The Plan may also require that repayments on the loan obligation be by payroll deduction.

(d) All loans must bear a reasonable rate of interest. The interest rate must be a rate a bank or other professional lender would charge for making a loan in a similar circumstance.

(e) All loans must have a definite repayment period which provides for payments to be made not less frequently than quarterly, and for the loan to be amortized on a level basis over a reasonable period of time, not to exceed five (5) years unless the loan is used to purchase your principal residence, in which case the term of the loan may exceed five (5) years.

(f) All loans will be considered a directed investment from your Accounts under the Plan. The amounts needed for the loan shall be withdrawn from, and charged against, your Plan accounts pro rata by source and by fund as specified in the loan policy. All payments of principal and interest by you on a loan will be credited to your Plan accounts. Unless otherwise specified in the loan policy, each loan repayment and interest on the loan shall be allocated to your Plan account in accordance with your investment directions governing your future contributions at the time of each loan repayment.

(g) The amount the Plan may loan to you is limited by rules under the Internal Revenue Code. All loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:

(1) \$50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period prior to the date of the loan over your current outstanding balance of loans; or

(2) One half ( $\frac{1}{2}$ ) of your vested account balances.

(h) If you fail to make payments when they are due under the loan, and do not make the required payment before the end of the grace period established in the loan policy, you will be considered to be in default of the loan. The Plan would then have authority to take all reasonable actions to collect the balance owing on the loan. This could include filing a lawsuit or foreclosing on the security for the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan, and could result in taxable income to you. Your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan.

(i) If a loan is outstanding at the time of your death, such loan shall be immediately due and payable and, if the loan is not repaid by your estate executor or administrator, the amount of your vested Accounts serving as security for the repayment of the loan shall be reduced by the amount of the outstanding loan and the amount of such Accounts, as so reduced by the amount of the loan, shall be the amount of your vested Accounts that are payable at the time of your death.

(j) If you terminate employment and fail to continue to make scheduled loan repayments, or receive a distribution of benefits while any portion of the loan is outstanding, the amount of your vested Accounts serving as security for the repayment of the loan shall be reduced by the amount of the outstanding loan and the amount of such Accounts, as so reduced by the amount of the loan, shall be the amount of your vested Accounts that are payable at the time of your distribution from the Plan.

## **VIII CLAIMS BY PARTICIPANTS AND BENEFICIARIES**

### **1. Initial Claims for Benefits**

When applicable, benefits will be paid to participants and their beneficiaries without the necessity of formal claims. You or your beneficiaries, however, may make a request for any Plan benefits to which you may be entitled. Any such request must be made in writing, and it should be made to the Plan Administrator.

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time after the receipt of your claim by the Plan Administrator, but no later than ninety (90) days after the Plan Administrator receives your claim. This 90-day period may be extended up to an additional ninety (90) days if special circumstances require an extension of time for processing the claim. If an extension of time is required, the Plan Administrator will provide you a written notice of extension within ninety (90) days following the date the Plan Administrator receives your claim. The written notice of extension will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The written notice of denial must contain the following information:

- (i) the specific reason or reasons for the denial;
- (ii) specific reference to those Plan provisions on which the denial is based;

(iii) a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and

(iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) following an adverse benefit determination on review.

If notice of the denial of a claim is not furnished to you in accordance with the above period of time, your claim will be deemed denied. You will then be permitted to proceed to the review stage described in the following paragraphs.

If your claim has been denied, and you wish to submit your claim for review, you must follow the following Claims Review Procedure.

## 2. Claims Review Procedure

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN SIXTY (60) DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.

(d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(e) Your claim for review must be given a full and fair review. All claims for review other than disability claims will be by the Plan Administrator. If a claim for disability benefits is being reviewed, then the review will not give deference to the initial denial of disability benefits.

(f) If your claim is denied on review, the Plan Administrator must provide you with written notice of this denial no later than sixty (60) days after the Plan Administrator's receipt of your written claim for review. There may be times when this sixty (60) day period may be extended. This extension may only be made, however, where there are special circumstances which are communicated to you in writing within the sixty (60) day period. If there is an extension, a decision will

be made as soon as possible, but not later than 120 days after receipt by the Plan Administrator of your claim for review.

(g) The Plan Administrator's decision on your claim for review will be communicated to you in writing. In the case of an adverse benefit determination, the notification will set forth:

(i) The specific reason or reasons for the adverse determination.

(ii) Reference to the specific Plan provisions on which the benefit determination is based.

(iii) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

The written notice of denial will also include a statement of your right to bring a civil action under Section 502(a) of ERISA.

(h) If the Plan Administrator's decision on review is not furnished to you within the time limitations described above, your claim will be deemed denied on review.

## **IX STATEMENT OF ERISA RIGHTS**

As a participant in the Iowa Health System Section 401(k) Retirement Savings Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

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

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

Obtain, upon written request to the Plan Administrator, copies of documents governing the operations of the Plan, including any insurance contracts, and copies of the latest annual report (Form 5500 Series) and any updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive retirement benefits at your Normal Retirement Date (as previously defined in this document) and if so, what your benefits would be at your Normal Retirement Date if you stop working under the Plan now. If you do not have a right to retirement benefits, the statement will tell you how many more years you have to work to get a right to retirement benefits. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

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

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

### **Enforce Your Rights**

If your claim for a pension benefit is denied in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decisions 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 materials from the Plan and do not receive them within thirty (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 which 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 a 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.

### **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, N.W., Washington, DC 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.

## **X**

### **PLAN AMENDMENT OR TERMINATION**

#### **1. Amendment**

Iowa Health System may amend the Plan at any time. A Participating Employer may also amend its Employer contributions by executing an amended Adoption Agreement for the Plan with the approval of the Iowa Health System. If the Plan is amended, no amendment will deprive any participant of any vested benefit to which the participant was entitled under the provisions of the Plan before amendment. No amendment shall eliminate an optional form of benefit to which a participant is entitled by reason of satisfaction of all qualifying conditions for such benefit.

#### **2. Termination**

Iowa Health System or the Board of Directors of any Participating Employer may terminate the Plan at any time with respect to the interests of such Employer's employees. If the Plan is terminated with respect to a Participating Employer, the Plan accounts of each employee of such Employer who is an active participant at such date will become 100% vested and nonforfeitable at that time. All appropriate accounting and administrative provisions of the Plan will continue to apply until the benefits of each participant are distributed as provided in the Plan.



**XI**  
**PARTICIPATING EMPLOYERS**

The following is a list of the Participating Employers which have adopted the Plan effective as of the beginning of the 2016 Plan Year:

- |     |   |  |
|-----|---|--|
| 1.  | St. Luke's Methodist Hospital   | 1026 A Avenue NE<br>Cedar Rapids, Iowa 52406                 |
| 2.  | Allen Memorial Hospital Corporation   | 1825 Logan Avenue<br>Waterloo, Iowa 50703                    |
| 3.  | St. Luke's Regional Medical Center<br>(Northwest Iowa Hospital Corporation) | 2720 Stone Park Boulevard<br>Sioux City, Iowa 51104          |
| 4.  | The Finley Hospital   | 350 N. Grandview Avenue<br>Dubuque, Iowa 52001               |
| 5.  | InTrust   | P.O. Box 35455<br>Des Moines, Iowa 50315-0304                |
| 6.  | The Dubuque Visiting Nurse Association                                      | 350 N. Grandview Avenue<br>Dubuque, Iowa 52001               |
| 7.  | Iowa Health System  | 1200 Pleasant Street<br>Des Moines, Iowa 50309-1453          |
| 8.  | Iowa Health Foundation  | 1313 High Street<br>Des Moines, Iowa 50309                   |
| 9.  | Central Iowa Hospital Corporation   | 1313 High Street<br>Des Moines, Iowa 50309                   |
| 10. | Trimark Physicians Group, Inc.  | 802 Kenyon Road<br>Ft. Dodge, Iowa 50501                     |
| 11. | Trinity Regional Medical Center   | 802 Kenyon Road<br>Ft. Dodge, Iowa 50501                     |
| 12. | Trinity Health Systems, Inc.  | 802 Kenyon Road<br>Ft. Dodge, Iowa 50501                     |
| 13. | Cardiologists, L.C.   | 1002 4 <sup>th</sup> Avenue S.E.<br>Cedar Rapids, Iowa 52403 |
| 14. | Trinity Medical Center  | 2701 17th Street<br>Rock Island, Illinois 61201              |
| 15. | Trinity Visiting Nurse and Homecare Association                             | 106 19th Avenue, Suite 101<br>Moline, Illinois 61265         |
| 16. | Unity HealthCare  | 1518 Mulberry Avenue<br>Muscatine, Iowa 52761                |
| 17. | Iowa Physicians Clinic Medical Foundation                                   | 8101 Birchwood Court, Suite N                                |

		Johnston, Iowa 50131
18	Continuing Care Hospital at St. Luke's, L.C.	1026 A Avenue NE, 6th Floor Center Cedar Rapids, Iowa 52406
19	Proctor Health Care Incorporated	5409 N Knoxville Avenue, Peoria, Illinois 61614
20	Jones Regional Medical Center	1795 IA-64 Anamosa, Iowa 52205
21	Methodist Health Services Corporation	221 NE Glen Oak Avenue Peoria, Illinois 61636
22	Methodist Medical Center of Illinois	221 NE Glen Oak Avenue Peoria, Illinois 61636

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