



**LEHIGH VALLEY HEALTH NETWORK, INC.  
DEFINED CONTRIBUTION RETIREMENT PLAN**

**SUMMARY PLAN DESCRIPTION**

**July 2023**

**TABLE OF CONTENTS**

**INTRODUCTION TO YOUR PLAN**

What kind of Plan is this? ..... 1  
What information does this Summary provide? ..... 1

**ARTICLE I  
PARTICIPATION IN THE PLAN**

How do I participate in the Plan? ..... 2  
How is my service determined for purposes of Plan eligibility? ..... 2  
What service is counted for purposes of Plan eligibility? ..... 3  
What happens if I'm a Participant, terminate employment and then I'm rehired? ..... 4

**ARTICLE II  
EMPLOYER CONTRIBUTIONS**

What is the Employer profit sharing contribution and how is it allocated? ..... 5  
What are forfeitures and how are they allocated? ..... 5

**ARTICLE III  
COMPENSATION AND ACCOUNT BALANCE**

What compensation is used to determine my Plan benefits? ..... 7  
Is there a limit on the amount of compensation which can be considered? ..... 7  
Is there a limit on how much can be contributed to my account each year? ..... 7  
How is the money in the Plan invested? ..... 7  
Will Plan expenses be deducted from my account balance? ..... 8

**ARTICLE IV  
VESTING**

What is my vested interest in my account? ..... 9  
How is my service determined for vesting purposes? ..... 9  
What service is counted for vesting purposes? ..... 9  
What happens to my non-vested account balance if I'm rehired? ..... 10  
What happens if the Plan becomes a "top-heavy plan"? ..... 10

**ARTICLE V  
BENEFITS AND DISTRIBUTIONS PRIOR TO AND UPON TERMINATION OF EMPLOYMENT**

When can I get money out of the Plan? ..... 11  
What happens if I terminate employment before death, disability or retirement? ..... 11  
What happens if I terminate employment at Normal Retirement Age? ..... 11  
What happens if I terminate employment due to disability? ..... 11  
How will my benefits be paid to me? ..... 11

**ARTICLE VI  
BENEFITS AND DISTRIBUTIONS UPON DEATH**

What happens if I die while I am still employed? ..... 13  
Who is the beneficiary of my death benefit? ..... 13  
How will the death benefit be paid to my beneficiary? ..... 13  
When must the last payment be made to my beneficiary? ..... 13  
What happens if I'm a Participant, terminate employment and die before receiving all my benefits? ..... 13

**ARTICLE VII  
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan?..... 14  
Can I elect a rollover to reduce or defer tax on my distribution? ..... 14

**ARTICLE VIII  
PROTECTED BENEFITS AND CLAIMS PROCEDURES**

Are my benefits protected?..... 15  
Are there any exceptions to the general rule? ..... 15  
Can the Plan be amended? ..... 15  
What happens if the Plan is discontinued or terminated? ..... 15  
How do I submit a claim for Plan benefits? ..... 15  
What if my benefits are denied? ..... 15  
What is the Claims Review Procedure?..... 16  
What are my rights as a Participant? ..... 16  
What can I do if I have questions or my rights are violated? ..... 17

**ARTICLE IX  
GENERAL INFORMATION ABOUT THE PLAN**

Plan Name..... 18  
Plan Number ..... 18  
Plan Effective Dates ..... 18  
Other Plan Information ..... 18  
Plan Sponsor and Participating Employer Information ..... 18  
Plan Administrator Information ..... 19  
Plan Recordkeeper Information ..... 19  
Plan Trustee Information and Plan Funding Medium ..... 19

**APPENDIX A  
NORTHEASTERN PENNSYLVANIA HEALTH CORPORATION 401(a) PLAN**

Introduction..... 20  
In-service distributions upon attainment of age 59½..... 20  
Current employees ..... 20  
Former employees ..... 20

**APPENDIX B  
SCHUYLKILL HEALTH SYSTEM DEFINED CONTRIBUTION PLAN**

Introduction..... 21  
Current employees ..... 21  
Former employees ..... 21

u:\ret\cons\ph\hleph\perm\spd\lvhn 401(a) plan\2023\49111.005 - lvhn dc plan spd - effective 07 01 2023 final.docx

## LEHIGH VALLEY HEALTH NETWORK, INC. DEFINED CONTRIBUTION RETIREMENT PLAN

### SUMMARY PLAN DESCRIPTION

#### INTRODUCTION TO YOUR PLAN

##### **What kind of Plan is this?**

Lehigh Valley Health Network, Inc. (the "Plan Sponsor") established and maintains the Lehigh Valley Health Network, Inc. Defined Contribution Retirement Plan (the "Plan") to provide you with additional income for retirement. The Plan is a type of qualified retirement plan commonly referred to as a profit sharing plan. Generally, you are not taxed on amounts contributed to the Plan by the Plan Sponsor on your behalf until you withdraw these amounts from the Plan.

##### **What information does this Summary provide?**

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

In this summary, the Plan Sponsor has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Plan Administrator or other Plan representative. The Plan Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The Plan Recordkeeper assists the Plan Administrator with certain administrative services and should be contacted for general account information and questions. The contact information for the Plan Administrator and the Plan Recordkeeper can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the language in this SPD and the language in the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The Plan Sponsor may also amend or terminate the Plan. The Plan Sponsor will notify you if the provisions of the Plan that are described in this SPD change.

**Types of contributions.** The following types of contributions may be made under the Plan:

- Employer profit sharing contributions

## ARTICLE I PARTICIPATION IN THE PLAN

### How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Plan Administrator or the Plan Recordkeeper if you have questions about the timing of your Plan participation.

### Employer Profit Sharing Contributions

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan for purposes of profit sharing contributions. The Excluded Employees are:

- Employees who are not employed by a Participating Employer (see the "Plan Sponsor and Participating Employer Information" section at the end of this SPD in the Article entitled "General Information About the Plan" for the list of Participating Employers),
- Union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan,
- Individuals who are classified as leased employees as defined in Section 414(n) of the Internal Revenue Code,
- Individuals who are classified as independent contractors,
- Employees covered by a postgraduate education agreement (residents),
- Former employees on long-term disability who are receiving payment(s) under the long-term disability plan sponsored by Lehigh Valley Health Network, Inc.,
- Prior to January 1, 2007, employees who were leased to Muhlenberg Primary Care (MPC) and were covered by MPC's 401(k) Plan,
- Prior to January 1, 2017, any employee who has not elected to be covered by the Plan,
- Prior to January 1, 2017, employees currently covered and currently eligible for accruals under the legacy benefit formula under the Lehigh Valley Health Network, Inc. Retirement Plan,
- Before January 1, 2023, employees of Northwestern Medical Center who were eligible to participate in the SIMPLE IRA on January 24, 2022, which is the date that Northwestern Medical Center was acquired by the Plan Sponsor; and
- Before January 1, 2023, employees of Allentown Asthma & Allergy who were eligible to participate in the SIMPLE IRA on October 1, 2022, which is the date that Allentown Asthma & Allergy was acquired by the Plan Sponsor.

**Eligibility conditions.** You will be eligible to participate for purposes of profit sharing contributions when you have satisfied the following eligibility conditions. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- Attainment of age 21
- Completion of six (6) months of service if you are not classified as an eligible per diem employee
- Completion of one (1) Year of Service if you are classified as an eligible per diem employee

**Entry Date.** For purposes of profit sharing contributions, your Entry Date will be the first day of the plan quarter in which the eligibility requirements are met.

### How is my service determined for purposes of Plan eligibility?

**Year of Service.** You will be credited with a Year of Service at the end of the twelve-month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service during such period. If you have not been credited with 1,000 Hours of Service by the end of such period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

**Hour of Service – Employees for whom hourly records are kept.** You will be credited with your actual Hours of Service for:

- (a) Each hour for which you are directly or indirectly compensated by any entity that is a member of the same controlled group as the Plan Sponsor for the performance of duties during the Plan Year;
- (b) Each hour for which you are directly or indirectly compensated by any entity that is a member of the same controlled group as the Plan Sponsor for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) Each hour for back pay awarded or agreed to by any entity that is a member of the same controlled group as the Plan Sponsor.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

**Hour of Service – Employees for whom hourly records are not kept.** The Plan does not credit you with your actual Hours of Service. Instead the Plan uses an “equivalency” method. Under this method you will be credited with 190 Hours of Service for each month during the year in which you would otherwise be credited with at least one Hour of Service.

**What service is counted for purposes of Plan eligibility?**

**Service with the Plan Sponsor.** In determining whether you satisfy the minimum service requirements to participate in the Plan, all service you perform for any entity that is a member of the same controlled group as the Plan Sponsor will generally be counted. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan’s Break in Service rules.

For eligibility purposes, you will have a 1-Year Break in Service if you have terminated your employment with all entities that are a member of the same controlled group as the Plan Sponsor, and you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year eligibility Break in Service rule.** The five-year Break in Service rule applies only to participants who had no vested interest in the Plan when employment terminated with all entities that are a member of the same controlled group as the Plan Sponsor. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment after incurring five 1-Year Breaks in Service, you would have to resatisfy any minimum service requirements under the Plan.

**Service with an employer that was acquired by the Plan Sponsor.**

**Service prior to the acquisition date.** Service with an employer before the date that employer was acquired by the Plan Sponsor will generally be counted in determining whether you satisfy the minimum service requirement to participate in the Plan if you were an employee of the acquired employer on the date the employer was acquired by the Plan Sponsor.

**Service on and after the acquisition date.** Service with an employer on and after the date that employer was acquired by the Plan Sponsor will generally be counted in determining whether you satisfy the minimum service requirement to participate in the Plan.

**Service with Pocono Ambulatory Surgical Center.** Service with Pocono Ambulatory Surgical Center will generally be counted in determining whether you satisfy the minimum service requirement to participate in the Plan if you were employed by this entity on the date you became an employee of Lehigh Valley Health Network, Inc.

**Service with A5.** Service with A5 will generally be counted in determining whether you satisfy the minimum service requirement to participate in the Plan if you were employed by this entity on the date you became an employee of Lehigh Valley Health Network, Inc.

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with any entity that is a member of the same controlled group as the Plan Sponsor. If you may be affected by this law, contact the Plan Administrator or the Plan Recordkeeper for further details.

**What happens if I'm a Participant, terminate employment and then I'm rehired?**

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan according to the schedule below.

<b>Employee Category</b>	<b>Rehired on or after July 1, 2006</b>
Employed on April 1, 2006 and elected traditional defined benefit plan, or made no election and is defaulted to traditional defined benefit plan and terminated employment before July 1, 2006.	<p>If rehired within 60 days of termination date, Participant reinstated in same plan of their previous choice.</p> <p>If rehired later than 60 days of termination date and before October 1, 2011, Participant not eligible to participate again in the traditional defined benefit plan, and must choose from either of the two new retirement plans.</p>
Employed on April 1, 2006 and elected one of the two new retirement plans and terminates employment before July 1, 2006.	<p>If rehired within 60 days of termination date, Participant reinstated in same plan of their previous choice.</p> <p>If rehired later than 60 days of termination date and before October 1, 2011, then Participant must choose from either of the two new retirement plans.</p>
Employed after April 1, 2006 and before October 1, 2011, and did not elect a retirement plan choice.	<p>Participant can only choose between the two new retirement plans.</p> <p>If subsequent termination of employment and rehired within 60 days of termination date and before October 1, 2011, Participant reinstated in same plan of their previous choice.</p> <p>If subsequent termination of employment and rehired after 60 days of termination date and before October 1, 2011, Participant can choose between the two new retirement plans.</p>
Employed on or after July 1, 2006, terminates employment and is rehired before October 1, 2011.	<p>If rehired within 60 days of termination date and before October 1, 2011, Participant reinstated in same plan of their previous choice.</p> <p>If rehired later than 60 days of termination date and before October 1, 2011, then Participant must choose from either of the two new retirement plans.</p>
Employed on or after July 1, 2006, terminates employment and is rehired on or after October 1, 2011.	Participant will not be eligible to participate in the Lehigh Valley Health Network, Inc. Retirement Plan and will be eligible for Employer contributions under the Plan.

**ARTICLE II  
EMPLOYER CONTRIBUTIONS**

This Article describes Employer contributions that will be made to the Plan and how your share of the contribution is determined.

**What is the Employer profit sharing contribution and how is it allocated?**

**Profit sharing contribution.** Each year, the Plan Sponsor may make a profit sharing contribution to your account.

**Allocation conditions.** In order to share in the profit sharing contribution for a Plan Year, you must satisfy the following conditions:

- If you are employed on the last day of the Plan quarter, you will share regardless of the amount of service you completed during the Plan Year.
- Except as provided in the next bullet, if you terminate employment and are not employed on the last day of the Plan quarter, you will not share in the profit sharing contribution.
- You will share in the profit sharing contribution for the Plan quarter if you are not employed on the last day of such Plan quarter as a result of your death, disability (as defined in the Lehigh Valley Health Network, Inc. Retirement Plan), termination of employment after Normal Retirement Age (age 65) or termination of employment after Early Retirement Age (age 55 and completion of five vesting Years of Service).

**Your share of the contribution.** Unless changed by the Board of Trustees of the Plan Sponsor, the Plan Sponsor will make a contribution each quarter of each Plan Year equal to a percentage of compensation based on your Years of Service with a Participating Employer according to the following schedule:

<u>Years of Service with a Participating Employer</u>	<u>Employer Contribution Percentage</u>
0-4	2%
5-9	4%
10 or more	6%

Notwithstanding the above, eligibility for the tier of Employer contributions will be based on the number of Years of Service with a Participating Employer with which you will be credited during the quarter to which the quarterly contribution relates. Except as described below, for contribution allocation purposes, only Years of Service you receive credit for as a result of your employment with a Participating Employer will be credited. For this purpose, a Year of Service is each Plan Year during which an employee completes at least 1,000 Hours of Service with a Participating Employer.

**Special rule for employees of certain Participating Employers and other entities.** For employees of the following Participating Employers and entities, Years of Service for determining the tier of Employer contributions is based on the later of the employee's date of hire or the date the Participating Employer or entity, as appropriate, was acquired by Lehigh Valley Health Network, Inc. for employees that were active on December 31, 2021 (all other employees of an entity that was acquired by Lehigh Valley Health Network, Inc. default to the date they become a Participant the Plan):

- Hazleton Professional Services DBA Lehigh Valley Physician Group – Hazleton
- Hazleton Health & Wellness Center
- Northeastern Pennsylvania Health Corporation DBA Lehigh Valley Hospital – Hazleton
- Lehigh Valley Hospital – Schuylkill
- Schuylkill Health System Medical Group, Inc. DBA Lehigh Valley Physician Group – Schuylkill
- Family Care Centers, Inc. DBA Lehigh Valley Physician Group – Pocono
- Pocono Medical Center DBA Lehigh Valley Hospital – Pocono
- Pocono VNA-Hospice
- The entity formerly known as American Patient Transportation Systems, Inc. prior to January 1, 2022 and on and after January 1, 2022 Lehigh Valley Health Network Emergency Medical Service
- The entity formerly known as West End Community Ambulance prior to January 1, 2022 and on and after January 1, 2022 Lehigh Valley Health Network Emergency Medical Service

Notwithstanding the above, Hours of Service and Years of Service for purposes of determining the tier of Employer contributions shall only be credited with respect to individuals who become Employees on the effective date of the acquisition but only with respect to the Participating Employers or entities listed above.

**What are forfeitures and how are they allocated?**

**Definition of forfeitures.** In order to reward employees who remain employed for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that the Plan Sponsor makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with any entity that is a member of the same controlled group as the Plan Sponsor for a specified period of time (see the Article entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the terminated Participant's account balance remains in the Plan and is called a forfeiture.



**Allocation of forfeitures.** The Plan Sponsor may decide in its discretion how to treat forfeitures under the Plan, which may include using forfeitures to pay Plan expenses, using forfeitures to reduce amounts otherwise required to be contributed to the Plan, or reallocating forfeitures to Participants as additional Employer contributions.

## ARTICLE III COMPENSATION AND ACCOUNT BALANCE

### What compensation is used to determine my Plan benefits?

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is includible in gross income and paid to you by a Participating Employer during the Plan Year; however, Compensation for purposes of calculating your contribution to the Plan will be determined based upon your Compensation during the calendar quarter. In addition, contributions you make to a 401(k) plan, a 403(b) plan, a cafeteria plan, an eligible deferred compensation plan under Section 457 of the Internal Revenue Code, or qualified transportation fringe benefit plan maintained by the Plan Sponsor or a Participating Employer will be included in compensation. If you are a self-employed individual, your compensation will be equal to your earned income. In addition, the following adjustments to compensation will be made:

- Compensation paid while not a Participant in the Plan will be excluded.
- Military differential pay (wage continuation payments) will be excluded.
- Reimbursement of travel, taxable moving expenses, business expense reimbursements, tuition fees, forgiveness of indebtedness income, all other nonrecurring compensation, fringe benefits and severance pay will be excluded.
- Continuation payments made to Participants after termination of employment as a result of being disabled will be excluded. For this purpose, a Participant is disabled if the Social Security Administration has determined that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.
- Payments from a nonqualified unfunded deferred compensation plan if the payment is includible in gross income and would have been paid to you had you continued employment will be excluded.
- Compensation paid after you terminate employment is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered Plan compensation as described above and provided they are paid within 2½ months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - Compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment.
  - Compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.

### Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2023 is \$330,000. After 2023, the dollar limit may increase for cost-of-living adjustments.

### Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. In 2023, this total cannot exceed the lesser of \$66,000 or 100% of your annual compensation. After 2023, the dollar limit may increase for cost-of-living adjustments.

### How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Participants and their beneficiaries in accordance with the terms of the Plan. The Trust Fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan. The Plan Administrator or the Plan Recordkeeper will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with Section 404(c) of ERISA, then the fiduciaries of the Plan, including the Plan Sponsor, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and the Plan Sponsor, the Plan Administrator, the Plan Recordkeeper and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator or the Plan Recordkeeper of any errors you see on any statements.

**Will Plan expenses be deducted from my account balance?**

There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Plan Sponsor. If the Plan Sponsor does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan's administration expenses, regardless of whether the Plan Sponsor pays some of these expenses for current employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions.
- Fees related to the processing of required minimum distributions.
- Charges related to processing of a Qualified Domestic Relation Order (QDRO) where a court requires that a portion of your benefit is payable to your ex-spouse or children as a result of a divorce decree.

If you are permitted to direct the investment of your benefits under the Plan, each year you will receive a separate notice describing the fees that may be charged under the Plan. In addition, you will also receive a separate notice describing any actual fees charged against your account. Please contact the Plan Administrator or the Plan Recordkeeper if you have any questions regarding the fees that may be charged against your account under the Plan.

**ARTICLE IV  
VESTING**

**What is my vested interest in my account?**

In order to reward employees who remain employed for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that the Plan Sponsor makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with any entity that is a member of the same controlled group as the Plan Sponsor for a specified period of time.

**Vesting schedule.** Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result is your vested interest in the Plan, which is what you will actually receive from the Plan. You will always, however, be 100% vested in your profit sharing contributions if you are employed on or after you reach your Normal Retirement Age (age 65), or if you die or become disabled (as defined in the Lehigh Valley Health Network, Inc. Retirement Plan). In addition, if you die while performing qualified military service, you will be 100% vested.

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule.

Vesting Schedule  
Profit Sharing Contributions

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

**How is my service determined for vesting purposes?**

**Year of Service.** To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during each calendar year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Plan Administrator or the Plan Recordkeeper will track your service and will credit you with a Year of Service for each calendar year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Plan Administrator or the Plan Recordkeeper.

**Hour of Service-employees for whom hourly records are kept.** You will be credited with your actual Hours of Service for:

- (a) Each hour for which you are directly or indirectly compensated by any entity that is a member of the same controlled group as the Plan Sponsor for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by any entity that is a member of the same controlled group as the Plan Sponsor for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) Each hour for back pay awarded or agreed to by any entity that is a member of the same controlled group as the Plan Sponsor.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

**Hour of Service-employees for whom hourly records are not kept.** The Plan does not credit you with your actual Hours of Service. Instead the Plan uses an "equivalency" method. Under this method you will be credited with 190 Hours of Service for each month during the year in which you would otherwise be credited with at least one Hour of Service.

**What service is counted for vesting purposes?**

**Service with the Plan Sponsor.** In calculating your vested percentage, all service you perform for any entity that is a member of the same controlled group as the Plan Sponsor will generally be counted. However, there are some exceptions to this general rule.

**Break in Service rules.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you have terminated your employment with all entities that are a member of the same controlled group as the Plan Sponsor, and you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

**Five-year Break in Service rule.** The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment terminated with all entities that are a member of the same controlled group as the Plan Sponsor. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

### **Service with an employer that was acquired by the Plan Sponsor.**

**Service prior to the acquisition date.** Service with an employer before the date that employer was acquired by the Plan Sponsor will generally be counted in determining your Years of Service for vesting if you were an employee of the acquired employer on the date the employer was acquired by the Plan Sponsor.

**Service on and after the acquisition date.** Service with an employer on and after the date that employer was acquired by the Plan Sponsor will generally be counted in determining your Years of Service for vesting.

**Service with Pocono Ambulatory Surgical Center.** Service with Pocono Ambulatory Surgical Center will generally be counted in determining your Years of Service for vesting if you were employed by this entity on the date you became an employee of Lehigh Valley Health Network, Inc.

**Service with A5.** Service with A5 will generally be counted in determining your Years of Service for vesting if you were employed by this entity on the date you became an employee of Lehigh Valley Health Network, Inc.

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with any entity that is a member of the same controlled group as the Plan Sponsor. If you may be affected by this law, ask the Plan Administrator or the Plan Recordkeeper for further details.

### **What happens to my non-vested account balance if I'm rehired?**

If you have no vested interest in the Plan when you terminate employment with all entities that are a member of the same controlled group as the Plan Sponsor, your account balance will be forfeited. However, if you are rehired by any entity that is a member of the same controlled group as the Plan Sponsor before incurring five 1-Year Breaks in Service, your account balance as of your termination date will be restored, unadjusted for any gains or losses.

### **What happens if the Plan becomes a "top-heavy plan"?**

**Top-heavy plan.** A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." "Key employees" are certain owners or officers of any entity that is a member of the same controlled group as the Plan Sponsor. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to "key employees." Each year, the Plan Administrator is responsible for determining whether the Plan is a "top-heavy plan."

**Top-heavy rules.** If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- The Plan Sponsor may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a participant in more than one plan, you may not be entitled to "top-heavy minimum benefits" under both plans.

**ARTICLE V**  
**BENEFITS AND DISTRIBUTIONS PRIOR TO AND UPON TERMINATION OF EMPLOYMENT**

**When can I get money out of the Plan?**

You may receive a distribution of the vested portion of your account in the Plan upon termination of employment from all entities that are a member of the same controlled group as the Plan Sponsor for any reason as soon as administratively feasible following your termination of employment. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

In addition, you may receive a distribution prior to your termination of employment for the birth or adoption of a child if it is a "qualified birth or adoption distribution" as defined by law. Qualified birth or adoption distributions must be made within the one-year period following birth or adoption with the maximum distribution of \$5,000 per individual child. For more information, contact the Plan Recordkeeper.

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with any entity that is a member of the same controlled group as the Plan Sponsor. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator or the Plan Recordkeeper for further details.

**What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

**What happens if I terminate employment at Normal Retirement Age?**

**Normal Retirement Age.** You will attain your Normal Retirement Age when you reach age 65.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age (age 65). However, the actual payment of benefits generally will not begin until you have terminated employment with all entities that are a member of the same controlled group as the Plan Sponsor and reached your Normal Retirement Age. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Age, benefits will be deferred until you actually terminate employment with all entities that are a member of the same controlled group as the Plan Sponsor and request them; however, payment is required to begin no later than the April 1<sup>st</sup> following the later of the end of the year in which you (1) attain age 70½ (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or (2) terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

**What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined the same as it is defined in the Lehigh Valley Health Network, Inc. Retirement Plan. If you are receiving disability benefits under the Long-Term Disability plan sponsored by Lehigh Valley Health Network, Inc., you are considered to have terminated employment due to a disability under the Plan.

**Payment of benefits.** If you become disabled while an employee of any entity that is a member of the same controlled group as the Plan Sponsor, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

**How will my benefits be paid to me?**

**Lump-sum distributions.** All distributions from the Plan will be made in a single lump-sum payment. If your vested account balance exceeds \$5,000, you must consent to the distribution before it may be made. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it.

**Automatic IRA Rollover.** The Plan provides that if you terminate employment and your vested interest in the Plan does not exceed \$5,000, then a lump-sum distribution will be made to you as soon as administratively practicable following your termination of employment. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan or an individual retirement account ("IRA"). If a mandatory distribution is being made to you because your vested interest in the Plan is more than \$1,000 but not more than \$5,000, and you do not make an affirmative election to either receive a distribution or make a direct rollover of the distribution to an IRA or another employer retirement plan, then your distribution will automatically be rolled over to an IRA. The IRA provider selected by the Plan Administrator will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money

market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Plan Recordkeeper at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Generally, distributions are required to begin no later than the April 1st following the later of the end of the year in which you (1) attain age 70½ (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or (2) terminate employment. You should contact the Plan Administrator or the Plan Recordkeeper if you think you may be affected by these rules.

**Medium of payment.** Benefits under the Plan will be paid to you in cash.

**ARTICLE VI  
BENEFITS AND DISTRIBUTIONS UPON DEATH**

**What happens if I die while I am still employed?**

If you die while still employed by any entity that is a member of the same controlled group as the Plan Sponsor, then 100% of your account balance will be paid to your beneficiary.

**Who is the beneficiary of my death benefit?**

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. 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 you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

**Unmarried Participant.** If you are not married, you may designate a beneficiary on a form to be supplied to you by the Plan Recordkeeper.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not designate a new beneficiary after your divorce, then you are treated as not having a designated beneficiary for that portion of the death benefit unless the divorce decree or a "qualified domestic relations order" provides otherwise or you make a subsequent beneficiary designation.

**No beneficiary designation.** If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your children. If you have no children at the time of your death, your benefits will be distributed to your estate.

**How will the death benefit be paid to my beneficiary?**

**Lump-sum distributions.** The death benefit will be paid to your beneficiary in a single lump-sum payment.

**When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Plan Recordkeeper.

For more information, contact the Plan Recordkeeper.

**What happens if I'm a Participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with all entities that are a member of the same controlled group as the Plan Sponsor and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.



**ARTICLE VII  
TAX TREATMENT OF DISTRIBUTIONS**

**What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59½ could be subject to an additional 10% tax.

**Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or direct transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

**60-day rollover.** The rollover of all or a portion of the distribution to a traditional individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other employer plan. You may also roll over all or a portion of the distribution into a Roth IRA. If you roll this money over into a Roth IRA, your benefit will be taxable in the current year, but income tax is not required to be withheld. If certain conditions are met, later withdrawals from a Roth IRA, unlike a traditional IRA, may be made tax-free. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described below would be the better choice.

**Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either a traditional individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no federal income tax being due until you withdraw funds from the traditional IRA or other employer plan. You may also roll over all or a portion of the distribution into a Roth IRA. If you roll this money over into a Roth IRA, your benefit will be taxable in the current year, but federal income tax is not required to be withheld. If certain conditions are met, later withdrawals from a Roth IRA, unlike a traditional IRA, may be made tax-free. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Automatic IRA rollover.** If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will roll over your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan Administrator will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Plan Recordkeeper at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Tax notice.** Whenever you receive a distribution that is an eligible rollover distribution, the Plan Recordkeeper will deliver to you a more detailed explanation of these options. However, the rules which determine whether you qualify for favorable tax treatment are very complex. You should consult with qualified tax counsel before making a choice.

**ARTICLE VIII  
PROTECTED BENEFITS AND CLAIMS PROCEDURES**

**Are my benefits protected?**

As a general rule, your interest in your account, 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 (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

**Are there any exceptions to the general rule?**

There are three exceptions to this general rule. 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 that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Plan Administrator or the Plan Recordkeeper, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator or the Plan Recordkeeper will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Plan Administrator or the Plan Recordkeeper, without charge, a copy of the procedure used by the Plan Administrator or the Plan Recordkeeper to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Plan Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

**Can the Plan be amended?**

The Plan Sponsor has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

**What happens if the Plan is discontinued or terminated?**

Although the Plan Sponsor intends to maintain the Plan indefinitely, the Plan Sponsor reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. The Plan Sponsor will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

**How do I submit a claim for Plan benefits?**

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Plan Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

**What if my benefits are denied?**

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 provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

### **What is the 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 not later than 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. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. If the Plan Administrator holds regularly scheduled meetings at least quarterly to review such appeals, your request for review will be acted upon at the meeting immediately following the receipt of your request unless such request is filed within 30 days preceding such meeting. In such instance, the decision shall be made no later than the date of the second meeting following the Plan Administrator's receipt of such request. If special circumstances (such as a need to hold a hearing) require further extension of time for processing a request, a decision shall be rendered not later than the third meeting of the Plan Administrator following the receipt of such request for review; and written notice of the extension shall be furnished to you prior to the commencement of the extension. In the case of an adverse benefit determination, the notification will set forth:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) 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.

If you have a claim for benefits which is denied, then you may file suit in a state or federal court.

### **What are my rights as a Participant?**

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

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan 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.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- (c) 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.

In addition to creating rights for Participants, ERISA imposes duties upon 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 Participants and beneficiaries. No one, including the Plan Sponsor, an employer that is a member of the same controlled group as the Plan Sponsor (including a Participating 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.

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 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 or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") procedures from the Plan Administrator or the Plan Recordkeeper.

If it should happen that the Plan's 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. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

**What can I do if I have questions or my rights are violated?**

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

**ARTICLE IX  
GENERAL INFORMATION ABOUT THE PLAN**

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

**Plan Name**

The name of the Plan is Lehigh Valley Health Network, Inc. Defined Contribution Retirement Plan.

**Plan Number**

The Plan Sponsor has assigned Plan Number 002 to the Plan.

**Plan Effective Dates**

The Plan was originally effective on July 1, 2006. This Summary Plan Description reflects the Plan as amended and restated effective as of January 1, 2022, and subsequently amended effective as of October 1, 2022.

**Other Plan Information**

**Valuation date.** Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. The Anniversary Date is the last day of the Plan Year.

**Plan Year.** The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

The Plan and Trust will be governed by the laws of the Commonwealth of Pennsylvania to the extent not governed by federal law.

Benefits provided by the 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 this type of Plan.

Service of legal process may be made upon the Plan Sponsor. Service of legal process may also be made upon the Trustee or Plan Administrator.

**Plan Sponsor and Participating Employer Information**

The Plan Sponsor's name, address, telephone number and Employer Identification Number (EIN) are:

Lehigh Valley Health Network, Inc.  
P.O. Box 1870  
Allentown, Pennsylvania 18103-1870  
(484) 884-3186  
EIN: 22-2458317

The Plan allows other employers to adopt its provisions (called "Participating Employers"). The Participating Employers who have adopted the provisions of the Plan are:

- Health Network Laboratories, LP
- Lehigh Valley Anesthesia Services, P.C.
- Lehigh Valley Health Services, Inc.
- Lehigh Valley Hospital, Inc.
- Lehigh Valley Hospital – Hecktown Oakes
- Lehigh Valley Hospital – Carbon
- Lehigh Valley Hospital - Muhlenberg
- Lehigh Valley Physicians Group
- Pocono VNA-Hospice
- Hazleton Professional Services DBA Lehigh Valley Physician Group-Hazleton
- Hazleton Health & Wellness Center
- Northeastern Pennsylvania Health Corporation DBA Lehigh Valley Hospital - Hazleton
- Lehigh Valley Hospital - Schuylkill
- Schuylkill Health System Medical Group, Inc. DBA Lehigh Valley Physician Group - Schuylkill
- Family Care Centers, Inc. DBA Lehigh Valley Physician Group - Pocono
- Pocono Medical Center DBA Lehigh Valley Hospital - Pocono
- Lehigh Valley Hospital Pocono – Dickson City
- Lehigh Valley Health Network Emergency Medical Service

### **Plan Administrator Information**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan.

The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Plan Administrator is conclusive and binding upon all persons. The name, address and business telephone number of the Plan Administrator are:

The most senior executive of Human Resources of Lehigh Valley Health Network, Inc.  
Lehigh Valley Health Network, Inc.  
P.O. Box 1870  
Allentown, Pennsylvania 18103-1870  
(484) 884-3186

### **Plan Recordkeeper Information**

The Plan Recordkeeper assists the Plan Administrator with certain administrative services, which are described in this Summary Plan Description. Corebridge Financial is the Plan Recordkeeper and can be contacted as follows:

#### **For general account information and questions:**

1-800-448-2542  
1-800-248-2542 (TDD services for the hearing impaired)

Representatives are available Monday through Friday, 8:00 a.m. to 9:00 p.m. Eastern Standard Time  
Automated service is available 24 hours a day, 7 days a week

**Fax Number:** 1-877-202-0187

#### **Mailing Addresses:**

<b>Regular Mail</b>	<b>Overnight Mail</b>
Document Control	Corebridge Financial
P.O. Box 15648	2271 SE 27th
Amarillo, TX 79105-5648	OSAGE Facility
	Amarillo, TX 79103-4301

### **Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a Trust Fund. The Trustee is responsible for the safekeeping of the Trust Fund. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a Trust Fund, the Plan Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

VALIC Trust Company Inc.  
2929 Allen Parkway  
America Tower 37th Floor  
Houston, Texas 77019  
Telephone: (713) 831-3292

**APPENDIX A**  
**NORTHEASTERN PENNSYLVANIA HEALTH CORPORATION 401(a) PLAN**

**Introduction**

This Appendix A applies to you if you were a participant with an account balance in the Northeastern Pennsylvania Health Corporation 401(a) Plan (the "Hazleton Plan") on December 31, 2021, you ceased to be eligible to participate in the Hazleton Plan on January 1, 2022 because your employment was not governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, and you became eligible to become a participant in this Plan on January 1, 2022 once you satisfied the eligibility requirements to participate in this Plan, as described in Article I of this SPD. If you satisfied these requirements and terminated employment after January 1, 2022, this Appendix A still applies to you.

In addition, this Appendix A applies to you if you terminated employment before January 1, 2022, your employment was not governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining when you terminated employment, and you had an account balance in the Hazleton Plan on November 2, 2022.

Effective as of November 2, 2022, accounts attributable to participants described above were merged into this Plan. This means that your total account balance under the Hazleton Plan was transferred into this Plan as a result of this merger. Your Hazleton Plan account will remain in this Plan until such time as it has been distributed to you. Your Hazleton Plan account is subject to the provisions of this Plan and you should refer to this Summary Plan Description ("SPD"), which describes the benefits, rights and features applicable to your Hazleton Plan account.

**In-service distributions upon attainment of age 59½**

Although distributions of Employer contributions made to this Plan on your behalf generally may not be distributed to you prior to your termination of employment from all entities that are a member of the same controlled group as the Plan Sponsor, you may request a distribution from the Plan of your vested employer contributions accrued under the Hazleton Plan that were merged into this Plan effective as of November 2, 2022 prior to your termination of employment provided you have attained age 59½. Contact the Plan Administrator or the Plan Recordkeeper if you need more details.

**Current employees**

If you are employed by an entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., your eligibility to participate in a defined contribution plan sponsored by Lehigh Valley Health Network, Inc. is determined based on the entity that employs you and whether you meet the eligibility requirements to participate in such plan. Each plan sponsored by Lehigh Valley Health Network, Inc. allows other employers to adopt its provisions (called "Participating Employers") and employees of those Participating Employers are eligible to participate in the plan, provided they meet the eligibility requirements of the plan. See the "Plan Sponsor and Participating Employer Information" section of this SPD in the Article entitled "General Information About the Plan" for the list of this Plan's Participating Employers.

If you are not an employee of a Participating Employer under this Plan, you are not eligible to participate in this Plan and you should refer to the SPD(s) for the plans that list your employer as a Participating Employer. However, because you have an account balance in this Plan with respect to your Hazleton Plan account that was merged into this Plan, you should also refer to this SPD to determine your rights under this Plan with respect to your Hazleton Plan account.

**Former employees**

If you are no longer employed by an entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., you are not eligible to participate in any retirement plans sponsored by Lehigh Valley Health Network, Inc.; however, you should refer to this SPD to determine your rights under this Plan with respect to your Hazleton Plan account that was merged into this Plan until such time as your Hazleton Plan account is distributed from this Plan.

**If you have questions.** If you have any questions about your Hazleton Plan account or your eligibility to participate in any defined contribution retirement plan sponsored by Lehigh Valley Health Network, Inc. you should contact the Plan Recordkeeper. The Plan Recordkeeper's contact information is listed in the "Plan Recordkeeper Information" section of this SPD in the Article entitled "General Information About the Plan".

**APPENDIX B  
SCHUYLKILL HEALTH SYSTEM DEFINED CONTRIBUTION PLAN**

**Introduction**

This Appendix B applies to you if you were a participant with an account balance in the Schuylkill Health System Defined Contribution Plan (the "Schuylkill Plan") on December 31, 2021, you ceased to be eligible to participate in the Schuylkill Plan on January 1, 2022 because your employment was not governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, and you became eligible to become a participant in this Plan on January 1, 2022 once you satisfied the eligibility requirements to participate in this Plan, as described in Article I of this SPD. If you satisfied these requirements and terminated employment after January 1, 2022, this Appendix B still applies to you.

In addition, this Appendix B applies to you if you terminated employment before January 1, 2022, your employment was not governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining when you terminated employment, and you had an account balance in the Schuylkill Plan on November 2, 2022.

Effective as of November 2, 2022, accounts attributable to participants described above were merged into this Plan. This means that your total account balance under the Schuylkill Plan was transferred into this Plan as a result of this merger. Your Schuylkill Plan account will remain in this Plan until such time as it has been distributed to you. Your Schuylkill Plan account is subject to the provisions of this Plan and you should refer to this Summary Plan Description ("SPD"), which describes the benefits, rights and features applicable to your Schuylkill Plan account.

Effective as of November 2, 2022, accounts attributable to participants described above were merged into this Plan. This means that your total account balance under the Schuylkill Plan was transferred into this Plan as a result of this merger. Your Schuylkill Plan account will remain in this Plan until such time as it has been distributed to you. Your Schuylkill Plan account is subject to the provisions of this Plan and you should refer to this Summary Plan Description ("SPD"), which describes the benefits, rights and features applicable to your Schuylkill Plan account.

**Current employees**

If you are employed by an entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., your eligibility to participate in a defined contribution plan sponsored by Lehigh Valley Health Network, Inc. is determined based on the entity that employs you and whether you meet the eligibility requirements to participate in such plan. Each plan sponsored by Lehigh Valley Health Network, Inc. allows other employers to adopt its provisions (called "Participating Employers") and employees of those Participating Employers are eligible to participate in the plan, provided they meet the eligibility requirements of the plan. See the "Plan Sponsor and Participating Employer Information" section of this SPD in the Article entitled "General Information About the Plan" for the list of this Plan's Participating Employers.

If you are not an employee of a Participating Employer under this Plan, you are not eligible to participate in this Plan and you should refer to the SPD(s) for the plans that list your employer as a Participating Employer. However, because you have an account balance in this Plan with respect to your Schuylkill Plan account that was merged into this Plan, you should also refer to this SPD to determine your rights under this Plan with respect to your Schuylkill Plan account.

**Former employees**

If you are no longer employed by an entity that is a member of the same controlled group as Lehigh Valley Health Network, Inc., you are not eligible to participate in any retirement plans sponsored by Lehigh Valley Health Network, Inc.; however, you should refer to this SPD to determine your rights under this Plan with respect to your Schuylkill Plan account that was merged into this Plan until such time as your Schuylkill Plan account is distributed from this Plan.

**If you have questions.** If you have any questions about your Schuylkill Plan account or your eligibility to participate in any defined contribution retirement plan sponsored by Lehigh Valley Health Network, Inc. you should contact the Plan Recordkeeper. The Plan Recordkeeper's contact information is listed in the "Plan Recordkeeper Information" section of this SPD in the Article entitled "General Information About the Plan".