

DRAFT

SUMMARY PLAN DESCRIPTION

JPS Health Network 457 Plan

July 26, 2017

**JPS Health Network 457 Plan
Table of Contents**

	<u>Page</u>
<i>Introduction</i>	1
<i>Article 1 – Eligibility and Participation</i>	2
Eligibility Requirements	2
Commencement of Participation.....	2
Termination of Participation.....	2
<i>Article 2 – Plan Contributions</i>	3
Elective/Roth Deferrals	3
Employer Contributions	3
Rollover Contributions	3
Incoming Transfers to the Plan.....	3
Changes to Your Enrollment Agreement.....	4
Internal Revenue Code Limits on Contributions	4
Participation in More Than One Eligible Code Section 457(b) Plan.....	4
<i>Article 3 – Accessing Your Account</i>	6
Telephone	6
Web Site.....	6
<i>Article 4 – Investments</i>	7
Your Account	7
Investments.....	7
<i>Article 5 – Vesting</i>	8
Definition of Vested	8
General Rule	8
<i>Article 6 – Distributions/Loans</i>	9
Commencement of Distributions.....	9
Forms of Distribution.....	9
Special Rules for Account Balances That Are \$5,000 or Less.....	9
Death Benefit and Designation of Beneficiary	10
Marital Status	11
Minimum Required Distributions.....	11

**JPS Health Network 457 Plan
Table of Contents**

	<u>Page</u>
Outgoing Transfers from the Plan	11
Rollover Distributions	11
Loans	112
<i>Article 7 – Miscellaneous Information</i>	<i>133</i>
Non-Assignability of Plan Benefits	133
Domestic Relations Orders	133
Plan Amendment	133
Plan Termination	133
Interpretation of the Plan	133
Overpayment	144
No Guaranty of Employment	144
Military Service	144
Plan Expenses and Costs	144
Electronic Communication	144
<i>Article 8 – Plan Information</i>	<i>155</i>
Plan Sponsor Information	155
Plan Administrator	155
<i>Article 9 – Definitions</i>	<i>166</i>
Account	16
Employee	166
Enrollment Agreement	166
Includible Compensation	166
Participant	166
Plan	166
Plan Document	177
Plan Year	177
SPD	177

Introduction

The *JPS Health Network 457 Plan* is an eligible deferred compensation plan under Code section 457(b). It is sponsored by the JPS Health Network. The purpose of the Plan¹ is to provide deferred compensation to Employees of the Employer and their Beneficiaries.

This booklet is called a Summary Plan Description and it contains a summary in understandable language of your rights and benefits under the Plan. If you have difficulty understanding any part of this SPD, you should contact the Plan Administrator, or Prudential at 1-877-PRU-2100 (1-877-778-2100), for assistance.

This SPD is a brief description of the terms of the Plan as in effect July 26, 2017. It is not meant to interpret, extend or change the Plan in any way. A copy of the Plan is on file with Plan Administrator and may be reviewed by any Participant or Beneficiary at any reasonable time. The Plan Document governs in the event of any discrepancy between this SPD and the actual provisions of the Plan Document. Please note, although this document is called an SPD, this plan, as a plan sponsored by a governmental entity, is not subject to the Employee Retirement Income Security Act of 1974, as amended.

¹ Capitalized terms, such as "Plan" and others are defined in Article 9.

Article 1 – Eligibility and Participation

Eligibility Requirements

All regular full time and regular part-time Employees of the Employer, to include “residents” who are in post graduate physician-in-training status, employed by JPS and whose clinical work is supervised by teaching staff appointees of JPS are eligible to participate in the Plan, with the exception of any individual classified on the Employer’s records as an agent, leased employees, temporary employees or similar classification, and independent contractors. You are eligible to begin participating immediately in the calendar month that you are eligible.

Commencement of Participation

If you are eligible, you may elect to participate in the Plan by entering into an Enrollment Agreement. To commence your participation, please enroll in the Plan through the Prudential web site at www.Prudential.com/online/retirement or by contacting Prudential at 1-877-PRU-2100 (1-877-778-2100). Once you have completed the enrollment process, your enrollment in the Plan will go into effect as soon as administratively practicable, but no earlier than as of the first payroll period in the calendar month following your executed Enrollment Agreement.

Termination of Participation

You will cease to be a Participant once you are no longer entitled to any benefits under the Plan.

Article 2 – Plan Contributions

Elective Deferrals

You may elect to make pre-tax elective deferrals and Roth elective deferrals to the Plan each payroll period of up to 100% of your Includible Compensation. Roth elective deferral contributions will be treated as pre-tax elective contributions for all purposes under the Plan. Your elective deferrals are deducted from your Includible Compensation on a pre-tax basis each pay period after your Enrollment Agreement has taken effect. Your Roth elective deferrals are deducted from your Includible Compensation on an after-tax basis each pay period after your Enrollment Agreement has taken effect.

Employer Contributions

JPS Health Network does not make any employer contributions to the Plan, as either a matching or nonelective contribution.

Rollover Contributions

If you are eligible to make elective deferrals or Roth deferrals to the Plan, you may make a rollover contribution to the Plan of pre-tax amounts from another eligible retirement plan. The Plan Administrator may require documentation from the distributing plan to effectuate the rollover and to confirm that such plan is an eligible retirement plan.

Incoming Transfers to the Plan

You or your Beneficiary may elect to transfer into your Account amounts from another plan of the same type, provided the following conditions are satisfied:

- The transferor plan must be an eligible Internal Revenue Code section 457(b) plan that provides for transfers;
- Amounts must be transferred directly to the Plan from the transferor plan without first being distributed to you or your Beneficiary;
- After the transfer, you or your Beneficiary must have deferred compensation immediately after the transfer at least as equal to the amount deferred immediately before the transfer; and
- You have severed employment with the transferor employer and are performing services for the Employer (this requirement does not apply in the case of a Beneficiary).

The Plan Administrator may request such documentation from the transferor Plan as it deems necessary to effectuate the transfer, to confirm that the transferor plan is an

eligible Internal Revenue Code section 457(b) plan, and to assure that transfers are provided for under the transferor plan.

Changes to Your Enrollment Agreement

You may modify your Enrollment Agreement at any time to increase, decrease, or completely suspend the amount of your elective deferrals. To modify your Enrollment Agreement, please log on to the Prudential web site at www.Prudential.com/online/retirement or contact Prudential at 1-877-PRU-2100 (1-877-778-2100). Changes to your Enrollment Agreement will go into effect no earlier than the first payroll period beginning in the calendar month following the date on which your revised Enrollment Agreement is executed.

Internal Revenue Code Limits on Contributions

Your elective deferrals for a calendar year generally cannot exceed the lesser of \$18,000 (for 2017) or 100% of your Includible Compensation (the "Regular Limit") – for 2018 the dollar limit is increased to \$18,500. The dollar limit may be adjusted each year. In addition, if you will be over age 50 before the end of the year, you will (unless the special rule described in the next paragraph applies) be eligible for a special increase in the contribution dollar limit equal to an additional \$6,000 (for 2017) elective deferrals – for 2018 the dollar limit is unchanged.

However, during one or more of the last three taxable years ending before the year in which you attain age 65 (*i.e.*, the Plan's normal retirement age), a special rule permits contributions up to an increased limit. For 2017, this increased limit is equal to the lesser of \$36,000 (*i.e.*, the Regular Limit x 2) or the limitation for the calendar year described in the paragraph above plus any unused portions of the limitation described in the paragraph above for previous years (*i.e.*, amounts allowed using the rule described in the paragraph above but not contributed in prior calendar years) during which you were an Employee. If this special rule applies during a year, the age 50 increased deferral limit described in the preceding paragraph will not be available to you during the same plan year.

Amounts contributed in excess of this limit will be returned to you in a manner consistent with applicable Internal Revenue Code requirements and may be subject to Federal and State income tax. You will be notified by Prudential or the Plan Administrator if your contributions exceed these limits.

Participation in More Than One Eligible Code Section 457(b) Plan

If you also participate in an eligible plan described in Internal Revenue Code section 457(b) sponsored by another employer, then this Plan and all other such plans will be considered as one plan for purposes of applying the limits on elective deferrals under this

Article 2. You must notify Prudential if you participate in any other Internal Revenue Code section 457(b) plans to ensure that these limits are properly applied. The Employer, Plan Administrator, and Prudential are not liable for any adverse tax consequences if you fail to notify Prudential. However, if you participate in another type of plan you may contribute up to each plan's the limit for each plan year without violating the limits in this Plan.

Article 3 – Accessing Your Account

In order to take advantage of many of the Plan's features, including enrollment, Beneficiary designation, distribution of your Account, and selection of investment funds, you will need to contact Prudential through the Prudential web site or by telephone.

Telephone

You may contact the Prudential call center at 1-877-PRU-2100 (1-877-778-2100). The Plan's voice response system is generally available 24 hours a day, 7 days a week. Customer service representatives are generally available Monday through Friday, from 8:00 A.M. to 9:00 P.M., Eastern time.

Web Site

Electronic access can be obtained through the Prudential web site at www.Prudential.com/online/retirement. The Plan's web site is generally available 24 hours a day, 7 days a week.

Article 4 – Investments

Your Account

Once enrolled in the Plan, the Plan Administrator will establish an Account in your name to keep track of your contributions, including earnings, losses and expenses attributable to these contributions. Plan assets (and all earnings attributable to these amounts) will be held in trust for the exclusive benefit of you and your Beneficiaries. Plan assets are not subject to the claims of the Employer's general creditors.

Investments

The Plan Administrator has the sole authority to determine and select the investments in which your Account will be deemed allocated and may change these funds at any time. Pursuant to procedures adopted by the Plan Administrator, you may select which of these investment funds your Account should be deemed allocated for purposes of measuring the earnings, gains, losses and expenses attributable to your contributions. To select among these investment funds available for the deemed investment of your Account, please log on to the Prudential web site at www.Prudential.com/online/retirement or contact Prudential at 1-877-PRU-2100 (1-877-778-2100).

Please note, you alone are responsible for selecting the investment funds in which your Account will be deemed to be invested. This means that you, not the Employer, the Plan Administrator, Prudential, or any of their employees are responsible for investment decisions relating to the assets deemed held in your Account.

Article 5 – Vesting

Definition of Vested

The term "vested" refers to your nonforfeitable right to the amounts in your Account.

General Rule

You are always 100% vested in your Account.

Article 6 – Distributions/Loans

Commencement of Distributions

Distribution of your Account may begin at any time following the earlier of (1) the date on which you sever employment with the Employer for any reason, including, due to retirement, death, resignation or dismissal with or without cause, or (2) the year in which you reach age 70½. In no event may distribution of your Account begin later than April 1 of the calendar year following the calendar year in which the later of your retirement or attainment of age 70½ occurs. Spousal consent is not required for distributions from the Plan.

Forms of Distribution

Following your termination of employment, you may elect to have your Account distributed in one of the following forms:

- ***Lump Sum Distribution:*** You may elect to receive your Account as one lump sum payment;
- ***Installment Payments, Period Certain:*** You may elect to receive your Account in approximately equal quarterly, semi-annual or annual installment payments, continuing for a period certain chosen by you;
- ***Annuity Policy Payments:*** Subject to requirements under the Code, you may elect to receive your Account in payments equal to the payments made by the issuer in accordance with a retirement annuity policy acquired by the Employer;

Effective October 23, 2017, spousal consent is no longer required for payment of any form of distribution elected by you.

To elect a distribution form, please log on to the Prudential web site at www.Prudential.com/online/retirement or contact Prudential at 1-877-PRU-2100 (1-877-778-2100). If you do not timely elect a distribution option, your benefit will be distributed to you as one lump sum payment.

Special Rules for Account Balances That Are \$500 or Less

If the value of your Account is less than \$500 at the time you sever employment from your Employer, the Plan shall distribute your Account balance in a lump-sum payment within a 180 day period following your severance from employment.

Unforeseeable Emergencies

You may receive a distribution of the portion of your Account that is reasonably necessary to meet an unforeseeable emergency, so long as the need may not be relieved through other resources.

Unforeseeable emergencies involve financial hardships caused by:

- a sudden unexpected illness or accident of the Participant or Beneficiary, his or her spouse, or a dependent of the Participant or Beneficiary;
- loss of the Participant's or Beneficiary's property due to casualty;
- imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence;
- the need to pay for medical expenses;
- the need to pay for the funeral expenses of a spouse or a dependent; or
- other similar and extraordinary unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary.

The determination as to whether such an unforeseeable emergency exists shall be based on the merits of each individual case.

Death Benefit and Designation of Beneficiary

If you die after you begin receiving benefits from the Plan, but before your entire Account has been distributed to you, your Beneficiary will receive the value of your Account in a lump sum as soon as administratively practical after your death.

If you die before you begin receiving benefits from the Plan, your Beneficiary may elect to receive the value of your Account in any form that would have been available to you as a Participant (see "Forms of Distribution" under this Article 6).

To designate a Beneficiary or Beneficiaries, please contact Prudential at 1-877-PRU-2100 (1-877-778-2100) or use the Prudential web site at www.Prudential.com/online/retirement. Your Beneficiary designation will not be effective unless filed in a manner consistent with the procedures adopted by the Plan Administrator. Please note, if you are married, your spouse's consent witnessed by a notary public will be required to designate a Beneficiary other than your spouse.

It is important that you keep Prudential informed of you and your Beneficiary's proper name and address at all times. This will ensure that your chosen Beneficiary will receive the death benefit available under the Plan. If:

- you do not make a valid Beneficiary designation, or

- your designation lapses, or
- your Beneficiary does not survive you,

then your Beneficiary will automatically be your spouse, children in equal shares, parents and then your estate.

If you designate your spouse as your Beneficiary but then you get divorced without being subject to a valid domestic relations order (as described in Article 7 of this SPD), your former spouse will continue to be your Beneficiary unless you designate a new Beneficiary, are remarried, or become subject to a domestic relations order that names another Beneficiary for your Account.

Marital Status

Effective June 26, 2013, for Plan purposes, the determination of whether an individual is a person's "spouse" or "surviving spouse" shall not be made by applying the provisions of the Defense of Marriage Act of 1996. Effective September 16, 2013, in accordance with Revenue Ruling 2013-17, for Plan purposes, the term "spouse" or "surviving spouse" will include the same-sex spouse of an individual whose marriage is validly entered into in a state whose laws authorize the marriage of two individuals of the same sex at that time, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. Individuals, whether part of an opposite-sex or same-sex couple, who have entered into a registered domestic partnership, civil union, or other similar formal relationship that is not denominated as marriage under the laws of that state, shall not be treated as married under the Plan.

Minimum Required Distributions

You are required by law to start receiving minimum required distributions from the Plan no later than April 1 of the calendar year following the calendar year in which you turn age 70½ or retire, whichever occurs later. Once you start receiving minimum required distributions you must receive them at least annually. Also, distributions to Beneficiaries must commence within certain periods required by the Internal Revenue Code. Please contact your individual tax advisor for more information about minimum required distributions.

Outgoing Transfers from the Plan

You or your Beneficiary may elect to transfer all or a portion of your Account to another plan of the same type that agrees to accept the transfer, provided the following conditions are satisfied:

- The transferee plan must be an eligible Internal Revenue Code section 457(b) plan;

- Amounts must be transferred directly from the Plan to the transferee plan without first being distributed to you or your Beneficiary;
- After the transfer, you or your Beneficiary must have deferred compensation immediately after the transfer at least as equal to the amount deferred immediately before the transfer; and
- You have severed employment with the Employer and are performing services for the transferee employer (this requirement does not apply in the case of a Beneficiary).

The Plan Administrator may request such documentation from the transferee Plan as it deems necessary to effectuate the transfer, to confirm that the transferee plan is an eligible Internal Revenue Code section 457(b) plan, and to assure that transfers are provided for under the transferee plan.

Rollover Distributions

You or your surviving spouse Beneficiary may elect to roll over all or part of a distribution that is an "eligible rollover distribution" to an IRA or to an eligible retirement plan that accepts rollover contributions. An eligible rollover distribution includes most payments that are not (1) minimum required distributions, (2) installment payments for periods lasting 10 years or more, or (3) hardship withdrawals (see "Unforeseeable Emergencies" under this Article 6). Your non-Spouse Beneficiary (if applicable) may elect to roll over all or part of an eligible rollover distribution to an IRA that will be treated as an inherited IRA for purposes of the Internal Revenue Code.

You or your surviving Spouse Beneficiary may roll over your distribution by:

- Having your distribution directly rolled over (a "direct rollover") from this Plan to an IRA or to an eligible retirement plan; or
- Receiving a distribution of your Account in cash and then contributing the amount distributed (or a portion of this amount) to an IRA or to an eligible retirement plan (an "indirect rollover"). If you elect this option, you must generally roll over the distribution within 60 days of receipt.

Your non-Spouse Beneficiary may roll over your distribution by having your distribution directly rolled over to an inherited IRA.

Loans

Loans are not available from this Plan.

Article 7 – Miscellaneous Information

Non-Assignability of Plan Benefits

Your Account may not be transferred, sold, assigned or used as collateral for a loan outside of this Plan, except to the extent required by law. Creditors may not attach, garnish, or otherwise interfere with your Account balance except in the case of a domestic relations order.

Domestic Relations Orders

A domestic relations order is a special order issued by a court in a divorce, child support or similar proceeding. In this situation, your spouse, former spouse, child, or other dependent, may be entitled to receive a portion or all of your Account balance. The Plan Administrator has established special procedures for processing domestic relations orders. To request copies of these procedures, without charge, please contact Prudential at 1-877-PRU-2100 (1-877-778-2100) or use the Prudential web site at www.Prudential.com/online/retirement.

Plan Amendment

The Employer may amend the Plan at any time.

Plan Termination

The Employer has no legal or contractual obligation to continue the Plan. While the Employer intends to continue the Plan indefinitely, it reserves the right to change or terminate the Plan at any time as circumstances may dictate.

If the Plan is terminated, Prudential and the Plan Administrator will, to the extent permitted by law, facilitate the distribution of your Account balance as soon as administratively practicable.

Interpretation of the Plan

The Plan Administrator and its delegates have the power and discretionary authority to construe the terms of the Plan and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits or to interpret any other term contained in the Plan Document and any documents related to the Plan. The Plan Administrator and its delegates' interpretations and determinations are binding on all Participants, Employees, former Employees, and their Beneficiaries and are intended to be afforded the maximum deference under the law.

Overpayment

In the event of a mistaken payment or an overpayment of a benefit from the Plan, the Plan Administrator may attempt to recoup such overpayment in any manner it deems appropriate, including, but not limited to, reducing a Participant's future Plan benefit payments or wages to recover an overpayment (and any legally permissible interest that may be imposed on the overpayment).

No Guaranty of Employment

Participation in the Plan does not guarantee your right to employment with the Employer. Further, nothing set forth in this SPD should be interpreted to give you or your Beneficiary any legal or equitable rights against the Employer.

Military Service

If you are on a military leave of absence, contributions to the Plan stop for as long as the leave continues. However, federal law provides rights to certain reemployed veterans for service credit and makeup contributions for all or a portion of the period of military service.

If you are on a military leave of absence, you may be eligible to receive an "in service" distribution of your Account. If you elect to receive this "in service" distribution of your Account, your elective deferrals will be suspended for six months.

Please contact Prudential for more information.

Plan Expenses and Costs

All fees and expenses incurred in connection with the administration and operation of the Plan, including legal, accounting, actuarial, investment, management, and administrative fees and expenses, may be paid from the Plan's assets, thus reducing the value of your Account. Descriptions of fees and expenses are described in the investment fund materials provided to you by Prudential when you first became eligible to participate in the Plan, or in updated materials provided from time to time. If you would like to receive additional copies of these materials, please contact Prudential at 1-877-PRU-2100 (1-877-778-2100) or use the Prudential web site at www.Prudential.com/online/retirement.

Electronic Communication

The Plan may use electronic communications to the extent that the Employer provides for their use. Any reference to a communication of any kind in "writing" in this SPD includes the use of any approved electronic communication method.

Article 8 – Plan Information

Plan Sponsor Information

The name, address and business telephone number of the Employer is:

JPS Health Network
1500 S. Main Street
Fort Worth, Texas 76104
817-927-1230

The Employer's Employer Identification Number is 75-6000439.

Plan Administrator

Trios Health is the "Plan Administrator" and is responsible for the administration of the Plan. The Plan Administrator's duties are specifically identified in the Plan Document. The name, address and business telephone number of the Plan Administrator is:

JPS Health Network
1500 S. Main Street
Fort Worth, Texas 76104
817-927-1230

Plan Trustee

Prudential Bank & Trust, FSB is the Plan Trustee. The name, address and business telephone number of the Plan Trustee is:

Prudential Bank & Trust, FSB
280 Trumbull Street, H07E
Hartford, CT 06013-3513
(888) 244-6295

Article 9 – Definitions

Account

The account established by the Plan Administrator on your behalf to record your elective deferrals, rollover contributions, transfers and any income, expenses, fees, gains or losses thereon, and the amount of any distributions made to you or your Beneficiary.

Beneficiary

The person or persons you designate to receive any benefits payable under the Plan in the event of your death.

Employee

A common law employee of the Employer on its United States payroll.

Enrollment Agreement

An agreement between you and the Employer under the terms of which the Employer agrees to make certain contributions on your behalf.

Includible Compensation

For purposes of computing contributions under the Plan, Includible Compensation generally means your regular pay as paid by the Employer and reported as "wages" on your annual Form W-2, plus cashouts of accrued sick pay, back pay, and vacation pay (to the extent permitted under IRS rules). Your Includible Compensation is calculated before your pay is reduced for contributions to the Plan or to an Employer-sponsored cafeteria plan.

The amount of Includible Compensation that may be taken into account each Plan Year is limited. The maximum amount for the 2017 calendar year is \$270,000 (this dollar amount is subject to adjustment each year). For the 2018 calendar year, the maximum amount is increased to \$275,000.

Participant

An eligible Employee who is entitled to any benefits under the Plan.

Plan

JPS Health Network 457 Plan.

Plan Document

The written document detailing the provisions of the Plan.

Plan Year

The Plan Year is the twelve-month period ending on the last day of December.

SPD

This summary plan description.