

**Penn State Milton S. Hershey  
Medical Center  
Tax Sheltered Annuity Program**

Summary Plan Description

as of July 1, 2013

## INTRODUCTION

The Penn State Milton S. Hershey Medical Center Tax Sheltered Annuity Program (the "TSA Program") is established under provisions of Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"), to enable you to increase your financial security at your retirement and defer Federal income tax on a portion of your compensation. The benefits explained in this summary are in addition to any benefits you may qualify for under other plans sponsored by the Penn State Milton S. Hershey Medical Center (the "Medical Center") and the Federal Social Security program.

This booklet summarizes the benefits, rights and obligations you have under your TSA Program as in effect on July 1, 2013, and supersedes any prior summary plan descriptions. We hope you will find this information helpful, but it is not a complete statement of all of the terms of the TSA Program. **In any case in which there is a conflict between this summary and the TSA Program documents, the TSA Program documents will govern.** If you have any questions after reading this summary, please get in touch with the Human Resources Department, Benefits Administrator. You also have a right to review or receive a copy of the TSA Program documents.

Although the Medical Center intends to maintain the current TSA Program, it reserves the right to amend, modify or terminate the TSA Program at any time.

### What Does the TSA Program Mean to Me?

The TSA Program provides you with:

- The opportunity to create substantial assets to supplement retirement income.
- A method to reduce your current income, which is subject to Federal income tax, by electing to have your Employer make Pre-Tax Contributions to the TSA Program on your behalf. Pre-Tax Contributions, and TSA Program investment income and gains on your Pre-Tax Contributions, are credited to your individual account under the TSA Program and will not be taxed for Federal income tax purposes until paid to you or your Beneficiary.
- A portable fund in which you always have 100% ownership, with benefits payable to your Beneficiary in the event of your death.
- A variety of investment options from which to choose.
- The ability to adjust contributions upward (subject to maximum contribution limits) or downward each payroll period.

- A method to contribute after-tax income by electing to have your Employer make Roth Contributions to the TSA Program on your behalf, and receive distributions, including net earnings that accumulate on your Roth Contributions, free of Federal income tax if you meet the applicable tax-free distribution rules.

## **What Terms Have Special Meanings?**

Throughout this summary, you will come across words or terms that are used frequently. An understanding of these terms will help you understand the operation of the TSA Program better.

**Beneficiary** - means your spouse (if you are married); any person(s) you designate, including a trust, if you are unmarried or if you are married and your spouse consents in writing, or, if you are not married and you have not made an effective beneficiary designation, your heirs under the intestate law of the state of your domicile at the date of your death.

**Compensation** - means the sum of your earnings for Federal income tax purposes in a calendar year from the Employer, and any pre-tax amounts contributed to your Participant Account or your account in any other plan of the Employer under an elective or mandatory salary reduction arrangement for such year, but excludes all of the following items (even if such items are includible in your gross income): reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, other deferred compensation and welfare benefits.

**Employer** - means the Medical Center and those corporations, if any, which are affiliated with the Medical Center, and which have adopted the TSA Program and contribute to the TSA Program on behalf of their employees.

**Investment Manager** - means any person or company described in section 3(38)(B) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and selected by the Board of Directors of the Medical Center to invest contributions under the TSA Program. At present, the Investment Managers are Fidelity Investments ("Fidelity"), TIAA-CREF, VALIC, and Great-West Retirement Services ("Great-West").

**Medical Center** - means the Penn State Milton S. Hershey Medical Center, the TSA Program sponsor.

**Participant Account or Account** - means your individual account under the TSA Program. All contributions made on your behalf, and the investment gains and income thereon, are credited to your Participant Account. Your Participant Account may be broken down or include subaccounts to reflect a

particular type of contribution, and the withdrawals or distributions and income, gains or losses attributable to the subaccount.

**Pre-Tax Contributions** - means the amount of your Compensation your Employer contributes to the TSA Program on your behalf, based upon your deferral election in your salary reduction agreement, which is irrevocably designated by you at the time of the deferral election as a tax-deferred Pre-Tax Contribution.

**Roth Contributions** - means the amount of your Compensation your Employer remits to the TSA Program on your behalf, based upon your deferral election in your salary reduction agreement, which is designated irrevocably by you at the time of the deferral election as a Roth Contribution and is treated as includible in your income. Roth Contributions will be held in a Participant Account subaccount to which any withdrawals or distributions of Roth Contributions, and any income, gains or losses attributable to them, will be separately allocated.

**Savings Plan** - means the Penn State Milton S. Hershey Medical Center Section 401(k) Savings Plan.

### **When May I Join the TSA Program?**

Any employee of an Employer, other than individuals who are covered by a collective bargaining agreement which does not provide for participation in the TSA Program, may participate in the TSA Program as of the later of their date of hire or the date they attain age 18.

You make application to participate by completing an application form available from the Plan Administrator or its delegate. In order to make Pre-Tax Contributions and/or Roth Contributions, you must either log into your Great West (GPS Plan) account by going to [www.gpsplan.org](http://www.gpsplan.org) or contacting customer service at 1-866-986-9477 to elect the amount of Pre-Tax Contributions and/or Roth Contributions that you would like to have contributed on your behalf into the TSA Program. Your election will be processed according to the payroll date listed on the website or given to you by customer service. The same process, as described above, is used to change or discontinue your Pre-Tax Contributions and/or Roth Contributions at any future date, and any change revokes your prior election.

If you elect to have your Compensation reduced by entering into a salary reduction agreement as described above, the employer will contribute such Pre-Tax Contributions and/or Roth Contributions into the TSA Program on your behalf instead of it being paid to you directly. Your elected amount of Pre-Tax Contributions and/or Roth Contributions will remain in effect until changed or cancelled in writing by you.

## **When and to Whom are Contributions Sent?**

The Pre-Tax Contributions and/or Roth Contributions you make to the TSA Program will be sent by the Employer, at least monthly, to Great-West. Your investment allocation will remain in effect until you change it. Changes are accomplished by accessing your account at [www.gpsplan.org](http://www.gpsplan.org) or by contacting Great West customer service at 1-866-986-9477.

## **How Much of My Income May I Contribute?**

The Code establishes rules for computing the maximum Pre-Tax Contributions and/or Roth Contributions you may make under the TSA Program. In 2013 (unless you qualify to make "catch-up" contributions as described below), you may contribute up to \$17,500 in either Pre-Tax Contributions, Roth Contributions, or a combination of both. This limit may be adjusted annually by the IRS to reflect future cost-of-living increases.

The amount of Pre-Tax Contributions you contribute to the TSA Program is not included in your compensation for the year for Federal income tax purposes. Pre-Tax Contributions are subject to state and local personal income tax withholding if you work in Pennsylvania, and to Social Security (FICA) tax withholding. If, however, you elect to make Roth Contributions in place of all or a portion of your Pre-Tax Contributions to the TSA Program, your Roth Contributions also will be subject to Federal income tax in the year in which such Roth Contributions were made.

Additionally, unlike Pre-Tax Contributions, which, together with any earnings, are subject to Federal income tax upon distribution from the TSA Program unless rolled over, all of the net earnings that accumulate on your Roth Contributions can be distributed from the TSA Program totally free of Federal income taxes in certain circumstances. In order for a distribution of Roth Contributions to be completely Federal income tax-free, that distribution: (1) must be made after the end of the five taxable year period beginning with the earlier of (a) the first taxable year for which you made Roth Contributions under the TSA Program, or, (b) if you made a rollover of Roth Contributions to the TSA Program from another retirement plan, the first taxable year for which you made Roth elective deferrals under the other plan; and, (2) must be made after you reach age 59-1/2, after your death, or after you become disabled. For most people, the taxable year is the same as the calendar year.

During any of your taxable years (typically the calendar year) in which, or after, you attain age 50, if you are eligible to make Pre-Tax Contributions and/or Roth Contributions under the TSA Program, you may be eligible to make “catch-up” contributions as provided by the Code. For 2013, you may elect to make up to \$5,500 in catch-up contributions as described in your election form. This means generally that, for 2013, you may elect to make a total of \$23,000 in Pre-Tax Contributions and/or Roth Contributions, rather than the \$17,500 to which other participants are limited. After 2013, the \$5,500 limit may be adjusted by the IRS to reflect increases in the cost of living.

**NOTE:** If you also make elective contributions to the Savings Plan, the combined elective contribution limit for **both** plans is \$17,500 for 2013 (excluding any catch-up contributions), or such other amount as provided in the Code. If, as a result of your participation in more than one plan (including plans of other employers), or for any other reason, your elective contributions exceed the relevant dollar limitation, to avoid possible double taxation in the future, your excess contributions, plus any earnings or less any losses, must be returned to you by April 15 of the following year. In order to arrange for such return, you must notify the Plan Administrator, in writing, by March 1 of that following year of the dollar amount of such excess contributions made to this Plan. In addition, you may specify in the notice, or otherwise in writing by March 1, whether the distribution of your excess contributions is to be made from your Pre-Tax Contributions, Roth Contributions, or both. If both, you must specify the amount from each source. Your failure to specify the source, or the amount from each source, will result in the distribution of your excess contributions being taken pro rata from both your Pre-Tax Contributions and Roth Contributions made in that year.

### **Are There Expense Charges?**

At the present time, the Investment Managers do not collect administrative, management, service or other fees from your contributions or Account. However, fees may be charged if you have elected a certain option of the directed investments. These fees are explained in the separate investment materials that have been provided to you from the Investment Managers, and you should refer to these separate investment materials to determine what, if any, fees are associated with your directed investment elections.

The Investment Managers may collect certain application, recordkeeping, maintenance and other administrative fees associated with a loan from the TSA Program. These fees are explained in the separate Loan Policy. You should refer to this separate Loan Policy to determine what, if any, fees are associated with a loan from the TSA Program.

## **How are Transfers and Rollovers from Other Plans Handled?**

Assets from another tax qualified plan (excluding after-tax contributions), a Code Section 403(b) plan (excluding after-tax contributions), and a 457(b) plan (maintained by a governmental entity), or an individual retirement account or annuity, in the form of cash only, may be transferred directly, rolled over directly, or rolled over within 60 days of your receipt of the distribution to the TSA Program, in accordance with the Plan Administrator's procedures. Such transfers and rollovers are treated as contributions allocated to your Account; however, such contributions are not subject to the maximum contribution limitations referred to above. In addition, the TSA Program will accept a rollover to your Roth Contributions subaccount if the rollover is a direct rollover from another eligible retirement plan's Roth elective deferral account. Any amount transferred from a Roth account will be credited to your Roth Contributions subaccount and treated as part of that subaccount in all respects.

## **How Do I Keep Track of My Account Value?**

At least once a year, the applicable Investment Managers will issue you an individual statement. (Currently, statements are issued quarterly.) The statement will show the contributions received and the value of the Account at the end of the period covered by the statement.

## **What Happens if My Enrollment Terminates?**

All amounts held in your Account are 100% vested at all times. In the event of termination, you or your Beneficiary, if you should die while employed, will be entitled to your Account value. The choices available to you, subject to the spousal waiver provisions described below if you are married, are an immediate cash payment, a deferred cash payment, a deferred annuity or a direct rollover. The options for a Beneficiary are described below. Benefits may commence upon attaining age 59-1/2, or after retirement at age 55 or later.

## **How Will My Account be Paid Out?**

Subject to the "Small Benefits Amounts" provisions below, when you retire, you will receive your benefit in:

(1) The normal form of payment, which is a 50% or 75% Joint and Survivor Annuity for married individuals and a Life Annuity with a cash refund feature for unmarried individuals; or

(2) You may elect to have your benefit paid in a lump sum, subject to the spousal waiver provisions. The spousal waiver provisions provide that any election to waive a Joint and Survivor Annuity is not effective unless: (a) your spouse consents in writing to the election; (b) your spouse's consent acknowledges

the effect of the election; (c) your spouse's consent is witnessed by a plan representative or notary public; and, (d) the election designates a form of benefit payment which may not be changed without your spouse's consent (or your spouse expressly permits you to make changes in the form of distribution without any further spousal consent); or

(3) You may elect to have your benefit paid in any of the following forms of benefit offered by the Investment Managers, subject to the spousal waiver provisions, such as:

- Straight Life Annuity
- 50% Joint and Survivor Annuity\*
- 75% Joint and Survivor Annuity\*
- 100% Joint and Survivor Annuity\*
- 10 Year Certain and Continuous
- 15 Year Certain and Continuous
- 10 Year Certain Only
- 15 Year Certain Only

(\*So long as your spouse is the joint annuitant, these forms of benefit are not subject to the spousal waiver provisions described above.)

You may elect a form of payment for your Roth Contributions subaccount which is different from the form of payment elected for your other subaccounts.

**NOTE:** Fidelity, TIAA-CREF, VALIC and Great-West, the Investment Managers, are not insurance companies. If you elect an annuity, the applicable Investment Manager will pay over your Account balance to the Plan Administrator, and the Plan Administrator will send the payment to an insurance company. The insurance company, in turn, provides the annuity. The Plan Administrator screens and selects the companies which are asked to bid on each annuity purchase. The bid is awarded to the company which is best able to provide the most favorable benefit.

### **Waiver of 30-Day Notice Period**

In accordance with certain legal requirements, a distribution cannot be made until 30 days after you receive a special tax notice regarding Plan distributions (the "waiting period"). This waiting period is intended to give you adequate time to make an informed decision about the payment of your benefits. You can waive the waiting period by filing an application for benefits before the end of the waiting period. If you waive the waiting period, payment will be made before the end of the waiting period if it is administratively possible to do so, but it may still take more than 30 days to process the payment.



## **How are Rollovers from the TSA Program Handled?**

If you (or your spouse or a former spouse who is an alternate payee under a qualified domestic relations order) receive a lump sum payout under the TSA Program, all or a portion of the payment may be eligible to be transferred directly from the TSA Program to an individual retirement account or annuity ("IRA") or to another employer's retirement plan or annuity plan in which you participate, if the plan accepts rollover distributions. If a portion of the payment consists of after-tax contributions that are not includible in gross income, such portion may be transferred only to an IRA or to a retirement plan or annuity plan of another employer that agrees to separately account for amounts so transferred, including separately accounting for the portion of such payment that is includible in gross income and the portion of the payment that is not so includible. Direct rollovers may also be made to a Roth IRA. Roth Contributions may only be rolled over to another eligible retirement plan's Roth elective deferral account or to a Roth IRA. If you do not choose a direct rollover, any eligible rollover distribution of \$200 or more will have 20% of the taxable amount deducted for required Federal income tax withholding. Hardship withdrawals are not eligible for direct rollover.

In contrast, distributions to non-spouse Beneficiaries are eligible for direct rollover, but non-spouse Beneficiaries can only make a direct rollover to (1) an inherited traditional IRA, or, (2) under the circumstances described above, an inherited Roth IRA (an inherited IRA is one set up to reflect that the funds in it belong to a beneficiary of an individual who has died). If a non-spouse Beneficiary does not elect to make a direct rollover, the distribution will be paid in cash to the Beneficiary, but that amount will not be subject to mandatory 20% Federal income tax withholding and it cannot be rolled over by the Beneficiary at any later date.

The Plan Administrator may also establish certain rules and procedures for making direct rollovers. More details concerning your payment options will be provided to you before payments begin to you. Because tax laws are complicated and are subject to change, you should obtain tax advice before taking a distribution from the TSA Program.

## **When Must My Account be Paid Out?**

You must begin receiving distributions no later than the April 1 of the calendar year following the calendar year in which you reach age 70-1/2 or terminate employment, whichever occurs later. To the extent possible, minimum required distributions will be made first from subaccounts other than your Roth Contributions subaccount.

### **Small Benefits Amounts.**

If the present value of your Account at the time of your termination of employment or other distribution event is less than \$1,000 (including rollover contributions) (\$5,000 in the case of a surviving spouse or alternate payee) the Plan Administrator may direct the Investment Managers to make an immediate lump sum payment in lieu of monthly payments to you or your Beneficiary, without your or your Beneficiary's consent.

### **What If I Die?**

#### **After Payments Begin.**

Upon your death after payments have begun, the benefit payable to your surviving spouse, or other designated Beneficiary, will be determined by the form of benefit you had elected. For example, if you had chosen a 50% Joint and Survivor Annuity with your spouse as Beneficiary and your spouse is still living when you die, he or she will receive, for the rest of his or her life, monthly payments equal to 50% of the amount of monthly benefit you were receiving. If you elect a Life Annuity with a cash refund feature, your remaining Account value, if any, will be payable to your Beneficiary after your death.

#### **Before Payments Begin.**

Any Account balance of \$1,000 or less (including any rollover contributions) (\$5,000 in the case of a surviving spouse or alternate payee) will be paid in a single lump sum. If you die before payments have begun and there is no designated Beneficiary as of September 30 of the year following your death, generally, payments must be completed by December 31 of the calendar year containing the fifth anniversary of your death. If your Beneficiary is your spouse, payments may be made over the life of your spouse and must commence by the later of (i) December 31 of the calendar year immediately following the calendar year in which you died, and (ii) December 31 of the calendar year in which you would have attained age 70-1/2. If your Beneficiary is your designated Beneficiary other than your spouse, payments may be made over such Beneficiary's life commencing on or before December 31 of the calendar year immediately following the calendar year in which you die. If you did not elect a form of distribution prior to your death, your Beneficiary may elect any of the forms available under the TSA Program.

Your surviving spouse shall receive a monthly spouse's pre-retirement death benefit unless, pursuant to a procedure established by or acceptable to the Plan Administrator, you waived the spouse's pre-retirement death benefit and your spouse consented to such waiver in writing. Your spouse's signature to such consent must be witnessed by a notary public. The monthly pre-retirement death benefit shall be that amount of monthly annuity that can be purchased on your spouse's annuity starting date, with the balance standing to the credit of your

Account. Alternatively, your spouse may direct that your Account be paid in a lump sum to your spouse or another designated Beneficiary within one year following your death if your spouse has waived, in writing, his or her right to receive an annuity. Lastly, if you are unmarried and you terminate employment by reason of your death, your Beneficiary shall be entitled to the entire amount standing to the credit of your Account as of the valuation date preceding the date of payment, payable in a lump sum.

### **May I Receive Amounts From My Account While Employed?**

Generally, you may not receive distribution of any part of your Account until the earliest of the following dates: your retirement, death, disability, or termination of employment. However, there are three limited circumstances under which you may receive amounts from your Account while you are employed, as follows:

#### **Hardship Withdrawals.**

If you have an emergency which is likely to cause you severe financial hardship and which falls within the definition of a "hardship event" under applicable TSA Program administration guidelines and Internal Revenue Code regulations, you may, with the written consent of your spouse if you are married, withdraw up to 100% of the Pre-Tax Contributions and Roth Contributions you have made to the TSA Program, provided such amount is not in excess of the amount necessary to satisfy your financial need. The amount of the financial need may include any amount necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution. You may elect that the hardship withdrawal be made first from your Pre-Tax Contributions subaccount and then, only if such subaccount is exhausted, from your Roth Contributions subaccount. You must make your request for a withdrawal in writing to the Plan Administrator, who will act on such requests in a uniform and nondiscriminatory manner.

Any participant requesting a hardship withdrawal will need to document the nature of the financial need and provide a statement that he or she (a) has exhausted all borrowing capability of the TSA Program and/or the Savings Plan, and (b) has no other resources reasonably available from which to meet the financial need. All requests will be considered by the Plan Administrator under rules that must be uniformly and consistently applied in a nondiscriminatory manner. Only one (1) hardship withdrawal is allowed per calendar year for each participant.

A hardship event will be deemed to exist if the foregoing conditions are met, and if the financial need is a consequence of:

- (1) Unreimbursed medical expenses described in Code Section 213(d) previously incurred by you or your spouse, children or other dependents (as defined in Code Section 152), or amounts necessary for those persons to obtain medical care described in Code Section 213(d) which will not be reimbursed;
- (2) Costs directly related to the purchase of a principal residence for you (excluding mortgage payments);
- (3) Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for you or your spouse, children or other dependents (as defined in Code Section 152);
- (4) Payments necessary to prevent the eviction of you from your principal residence or foreclosure on the mortgage on your principal residence;
- (5) Payment for burial or funeral expenses for your deceased parent, spouse, children or other dependent (as defined in Code Section 152);
- (6) Expenses for the repair or damage to your principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
- (7) Any financial need, other than one of those set forth above, which the Plan Administrator may determine to be consistent with the published revenue rulings, notices or other documents of general applicability promulgated by the IRS.

If you receive a hardship distribution, your right to make Pre-Tax Contributions and/or Roth Contributions will be suspended for a period of 6 months following the date you receive the distribution.

#### **Loans from the TSA Program.**

The Plan Administrator administers the loan program and has established the Penn State Milton S. Hershey Medical Center Section 401(k) Savings Plan and Tax Sheltered Annuity – 403(b) Program Loan Policy Administration procedures (the "Loan Policy"). You should refer to the Loan Policy for important information and details about the loan program and any fees associated with a loan from the TSA Program.

Generally, you may borrow up to \$50,000 or 50% of your vested Account balance, whichever is less, from the TSA Program. If you have an outstanding loan from either the Savings Plan or the TSA Program, the maximum loan amount will be reduced by the highest outstanding loan balance during the past 12 months so that the aggregated loan amount from all plans is the lesser of \$50,000 or 50% of your vested Account balance. The minimum loan available is \$500. You may elect that a loan be made from your Pre-Tax Contributions subaccount prior to using your Roth Contributions subaccount as the source of your loan proceeds.

To apply for a loan, you may contact customer service at the following: Fidelity at 800-343-0860, TIAA-CREF at 800-842-2252 or [www.tiaa-cref.org](http://www.tiaa-cref.org), VALIC at 800-448-2542, or Great-West at 866-986-9477 or [www.gpsplan.org](http://www.gpsplan.org). Loan application forms can be obtained in person, by mail, or by any other means provided by the Plan Administrator. You must be actively employed by the Medical Center and have a minimum Account balance of \$1,000 at the time the loan is made.

### **Age 59-1/2 Distributions.**

Effective not more than once in any 6 month period, after you have attained age 59-1/2, but while you are still working, you may elect to withdraw all or a portion of your Account (subject to a minimum amount of \$250) by means of a written election to the Plan Administrator, in accordance with the Plan Administrator's procedures and the terms of the investments in which your Account is allocated. You may make a separate withdrawal election with respect to your Roth Contributions subaccount. However, if you have both a Pre-Tax Contributions subaccount and a Roth Contributions subaccount, if you do not specify which subaccount your withdrawal should be taken or the amount from each subaccount, the withdrawal will be made proportionally from both subaccounts.

### **Can I Direct Investment of My Account?**

Your contributions under the TSA Program are sent by the Employer to Great-West and are allocated, according to your investment election, in or among any of the mutual or other investment funds made available by Great-West under the TSA Program. If you participated in the Plan prior to April 1, 2009, your Account as of April 1, 2009, was transferred to Great-West for investment according to your investment election, unless you then elected to maintain your Account as of April 1, 2009 with your current Investment Manager. (If you have made such an election, that part of your Account will remain with Fidelity, TIAA-CREF, and/or VALIC for continued investment according to your directions. If you had not made an investment election with respect to such amounts, your contributions were automatically invested by Fidelity in the Fixed Interest Fund.)

If you do not make an investment election with respect to that part of your Account held by Great-West, such amounts will automatically be invested by Great-West in a Target Date Retirement Fund, based on the year that is closest to the year in which you will attain age 65.

### **Investment Risk**

Each participant assumes all risks connected with any decrease in the market value of any of the assets held in any investment fund. The TSA Program is intended to constitute a participant-directed plan described in Section 404(c) of ERISA, and Section 2550.404c-1 of Title 29 of the Code of Federal Regulations. Accordingly, the fiduciaries of the TSA Program may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by participants. Fidelity, TIAA-CREF, VALIC and Great-West are responsible for collecting the investment instructions from participants and providing or making available to participants information about the funds, as required by ERISA.

The Trustee, the Plan Administrator, the Recordkeeper, and the Medical Center do not guarantee any fund against loss or depreciation of value or payment of any amount out of any fund, and none of them will be legally responsible for any losses, except to the extent required under ERISA. No employee of the Medical Center is permitted to give investment advice, and the fact that a particular investment fund is available under the TSA Program is not a recommendation. Before making your choices as to the various investment funds, you are encouraged to read the prospectus or other financial information describing the investment objectives and performance of each of the available investment funds.

### **How Is My TSA Program Administered?**

The Human Resources Department, Benefits Administrator administers the TSA Program and is the "Plan Administrator" as that term is defined by ERISA. The Plan Administrator has the discretionary authority and responsibility: (1) to interpret and apply the TSA Program's provisions in its sole discretion, (2) to interpret the TSA Program in order to make eligibility and benefit determinations as it may determine in its sole discretion, (3) to make factual determinations as to whether any individual is entitled to receive any benefits under the TSA Program, and (4) to make the rules and regulations necessary for the day-to-day operation of the TSA Program.

### **How Do I File for Benefits Under My TSA Program?**

When you wish to file for benefits under the TSA Program, you should contact the Plan Administrator, or, depending on your Investment Manager, you may call Fidelity at 800-343-0860, TIAA-CREF at 800-842-2252, VALIC at 800-448-2542, or Great-West at 866-986-9477, directly.

### **Denial of Benefits.**

If your application or claim for benefits is denied either partially or completely, you will receive a denial notice in writing within 90 days after your application or written claim is received. If special circumstances require an extension of time of up to an additional 90 days for processing your application or claim, you will be sent a denial notice within 180 days. If an extension is required, you will receive written notice of the extension within the first 90 days. The written extension notice will explain why the extension is necessary and will indicate when a decision is expected to be made with respect to the application or claim.

The denial notice will include the reasons for the denial; references to relevant TSA Program provisions upon which the denial is based; a description of any additional material needed to process your application or claim and an explanation of why that information is needed, if applicable; and an explanation of the procedure for filing an appeal, including information about time limits and the ability to bring a court action under Section 502 of ERISA if the application or claim is denied on appeal. The notice will also contain a statement that 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.

### **Appeal of Denial.**

If an application or claim for benefits is denied, you or the person making the application (the "claimant") and/or the claimant's representative may appeal. The appeal must be made in writing to the Plan Administrator (at the address listed in the "Other Important Names and Addresses" section at the end of this summary) and must be received by the Plan Administrator within 60 days after the denial notice is received by the claimant.

In connection with the appeal, the claimant or the claimant's representative may provide the Plan Administrator with written comments, documents, records, and other information that relates to the claim for benefits, whether or not it was part of the original claim for benefits. The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information that is relevant to the claim for benefits. At the Plan Administrator's option, the Plan Administrator may arrange to meet or talk personally with the claimant and/or the claimant's representative or have a hearing for the purpose of understanding the claimant's position and any related evidence that the claimant may wish to offer.

### **Decision on Appeal.**

The Plan Administrator will review the appeal and will take into account all comments, documents, records, and other information submitted by the claimant or the claimant's representative, regardless of whether that information was

submitted or considered when the initial decision was made with respect to the benefits application or claim. Normally, the Plan Administrator will make a decision within 60 days after receiving the written request for appeal. If special circumstances require an extension of time, for example, if the Plan Administrator decides to hold a hearing, the Plan Administrator will make a decision within 120 days after receiving the written appeal. If an extension is required, the claimant will be sent a written notice of extension within 60 days after the Plan Administrator receives the written appeal. The written extension notice will explain why the extension is necessary and will indicate when a final decision is expected to be made with respect to the appeal.

If the claim is denied on appeal, the Plan Administrator's decision will be provided in writing to the claimant, and will contain specific reasons for the decision and specific references to the relevant TSA Program provisions upon which the decision is based. The notice will also contain a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits, and a statement of the claimant's right to bring a court action under Section 502 of ERISA.

If you, your surviving spouse, or your Beneficiary wish to preserve any legal rights to a benefit from the TSA Program, the claims and appeal procedures described above must be carefully followed. Generally, you must exhaust your administrative appeal rights under the TSA Program before you can bring a suit in Federal court.

### **Is There Anything Else I Should Know?**

Your Employer fully intends to continue the TSA Program indefinitely and to meet any foreseeable situations that may occur. However, the Medical Center does reserve the right to amend the TSA Program or terminate it at any time. If the TSA Program is terminated, the Accounts of all participants affected by the termination will continue to be 100% vested and will be distributed according to the TSA Program document.

Benefits under the TSA Program are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). ERISA specifically excludes plans such as this from coverage under the PBGC insurance program because there are separate Accounts for each participant which equal the benefits under the TSA Program, and the accounts will be distributed or continue to be held for the participants in the event of a TSA Program termination.



### **Assignments of Benefits.**

For the protection of your interests and those of your Beneficiaries, your benefits under the TSA Program cannot be assigned or pledged by you and are not subject to garnishment or attachment by your creditors. The TSA Program will not recognize any assignment, transfer, pledge or sale of your benefits, except in the case of (1) a qualified domestic relations order, as described in the next paragraph, or (2) a court order or certain other legal documents which require your account balance to be reduced as a result of your fiduciary breach or criminal activity involving the TSA Program. No part of your TSA Program assets may be used for any purpose other than to benefit you or your Beneficiary, except that reasonable expenses for the administration of the TSA Program may be retained by the Investment Managers.

### **Qualified Domestic Relations Orders.**

All or any part of your Account balance under the TSA Program may be paid to a former spouse or other payee (sometimes referred to as an "alternate payee") if the Plan Administrator is served with a domestic relations order that the Plan Administrator determines to be a qualified domestic relations order ("QDRO"). A QDRO is most often a state court order relating to child support, alimony, or the division of marital property. The order must comply with applicable law and must be approved and accepted by the Plan Administrator or its delegate as a QDRO. Domestic relations orders should be filed with the Plan Administrator at the address shown at the end of this summary entitled "Other Important Names and Addresses", and copies of the Plan's QDRO procedures can be obtained without charge by contacting the Plan Administrator.

An alternate payee under a QDRO may be paid a benefit at the time specified in the QDRO, even though that may be before the date on which you would attain "earliest retirement age".

As soon as possible after a divorce, the Plan Administrator should be furnished with a copy of the section of the equitable distribution arrangement and the domestic relations order that establishes spousal rights, if any, to your Account balance.

**Other Important Names and Addresses:**

1. Name of TSA Program Sponsor:  
  
Penn State Milton S. Hershey Medical Center (the "Medical Center")
2. The Internal Revenue Service has assigned to the Medical Center employer identification number:  
  
25-1854772
3. The Medical Center has assigned to the TSA Program the plan number:  
  
002
4. Agent for Service of Legal Process:  
  
Human Resources Department, Retirement Plan Administrator  
Penn State Milton S. Hershey Medical Center  
P.O. Box 855, MC-A590  
600 Centerview Drive  
Hershey, PA 17033-0855
5. TSA Program Trustees:
  - (a) Fidelity Management Trust Company  
82 Devonshire Street  
Boston, MA 02109
  - (b) TIAA-CREF  
730 Third Avenue  
New York, New York 10017
  - (c) VALIC  
Document Control  
P.O. Box 15648  
Amarillo, TX 79105-5648  
  
or by overnight delivery  
  
VALIC  
2271 SE 27<sup>th</sup>  
OSAGE Facility  
Amarillo, TX 79103-4301

(d) Wells Fargo Bank, N.A.  
1740 Broadway  
MAC # C7300-105  
Denver, CO 80274-8697

6. TSA Program Recordkeepers/Investment Managers

(a) Fidelity Management Trust Company  
82 Devonshire Street  
Boston, MA 02109

(b) TIAA-CREF  
730 Third Avenue  
New York, New York 10017

(c) VALIC  
Document Control  
P.O. Box 15648  
Amarillo, TX 79105-5648

or by overnight delivery

VALIC  
2271 SE 27<sup>th</sup>  
OSAGE Facility  
Amarillo, TX 79103-4301

(d) Great-West Retirement Services  
8515 East Orchard Road  
Greenwood Village, CO 80111

7. Plan Administrator:

Penn State Milton S. Hershey Medical Center  
P. O. Box 855, MC-A590  
600 Centerview Drive  
Hershey, PA 17033-0855  
Telephone No.: (717) 531-7265

8. Type of Plan:

A tax-sheltered annuity (TSA) under Code Section 403(b) (referred to as a "403(b) plan")

9. Type of Plan Administration:

Trusteed

10. Plan Year End:

December 31

### **Your Rights Under the Employee Retirement Income Security Act of 1974 ("ERISA")**

U.S. Department of Labor regulations require that you be informed as to whether your benefits under the TSA Program are insured under Title IV of ERISA in the event of the termination of the TSA Program. Your benefits are not insured because the TSA Program is a defined contribution plan which is not covered by the insurance provisions of Title IV of ERISA. However, your benefits are based on the balance in your Account and, as previously discussed, in the event of the termination of the TSA Program, your Account balance will continue to be 100% vested.

U.S. Department of Labor regulations also require that you receive certain information regarding your rights under ERISA. The following statement regarding these rights was drafted by the U.S. Department of Labor and published in its regulations. It is reproduced word for word, except that certain portions which are not applicable to the TSA Program have been deleted. Neither the Medical Center nor the Plan Administrator takes any responsibility whatsoever for the accuracy or completeness of any assertion in the quoted portion of this statement.

"As a participant in the TSA Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

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

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

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

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

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

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

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

### **Enforce Your Rights**

If your claim for a pension benefit is denied 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 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the 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 upon the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance With Your Questions**

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