


Policy and Procedure

	ENTITY/HOSPITAL	NUMBER
	INTEGRIS	SYS-HR-506
	MANUAL	EFFECTIVE DATE
	System HR Policy	12/95
	SUBJECT	REVISED
	Severance Plan and Summary Plan Description	7/00, 8/07, 8/09, 07/11; 10/12; 1/15; 3/20

1.0 PURPOSE


- 1.1. To provide salary continuance to Qualifying Employees as assistance while they seek alternative employment.
- 1.2. To serve as the Summary Plan Description for the Severance Plan.

2.0 SEVERANCE BENEFITS

- 2.1. Severance Period. An Employee who incurs a Qualifying Termination will receive the following Severance Pay, subject to the limitations contained in this Plan, based upon the Qualifying Employee's status, Base Pay, and Length of Service:

Employee Status	Length of Service	Weeks of Severance Pay
Non-Exempt/Exempt	0-1 Year 1 Year or Greater	2 Weeks 2 Weeks Plus 2 Weeks for Each Year of Service, to a Maximum of 25 Weeks
Director / Administrative Director	0-1 Year 1 Year or Greater	4 Weeks 4 Weeks plus 2 Weeks for each Year of Service, or a Minimum of 8 Weeks, whichever is greater, to a Maximum of 25 Weeks
Executive (Non-ELT)	0-1 Year 1 Year or Greater	8 Weeks 8 Weeks plus 2 Weeks for each Year of Service, or a Minimum of 12 Weeks, whichever is greater, to a Maximum of 36 Weeks

- 2.2. "Age 40-Plus" Supplement. Every Qualifying Employee age 40 and older will receive a minimum of one (1) additional week of Severance Pay. Weeks of Severance Pay are increased by at least 10 percent at all service levels for Qualifying Employees age 40 and older according to the following schedule:


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Age	Supplement	Age	Supplement	Age	Supplement
40	10%	49	19%	58	28%
41	11%	50	20%	59	29%
42	12%	51	21%	60	30%
43	13%	52	22%	61	31%
44	14%	53	23%	62	32%
45	15%	54	24%	63	33%
46	16%	55	25%	64	34%
47	17%	56	26%	65+	35%
48	18%	57	27%		

2.3. Severance Pay Formula.

- a. Severance Pay is limited to the maximums outlined in the chart at section 2.1 of this Plan.
- b. For Qualifying Employees with at least one (1) year of service, length of service is rounded to the nearest whole number. For example, employment of one (1) year and three (3) months is calculated as one (1) year of service, while employment of one (1) year and six (6) months is calculated as two (2) years of service.
- c. When calculating an "Age 40-Plus" Supplement, one (1) week is awarded for Qualifying Employees whose age supplement calculation is greater than 0 and less than 1.5 weeks. Calculations of 1.50 weeks or more are rounded to the nearest whole number. For example, if the age supplement is calculated as 2.48 weeks, a two-week supplement is given. If the age supplement is 2.50 weeks, a three (3) week supplement is given.
- d. No matter the calculation provided by the formulas in sections 2.1 and 2.2, in no event will Severance Pay exceed two (2) times the lesser of (a) the Qualifying Employee's Base Pay for the calendar year preceding the year in which the Qualifying Termination occurs; and (b) the relevant Internal Revenue Code compensation limit for qualified retirement plans for the year in which the Qualifying Termination occurs. If the Qualifying Termination occurs during the first year of the Qualifying Employee's employment with INTEGRIS, the amount in (a) above will be the Qualifying Employee's base pay for the year in which the Qualifying Termination occurs, and all Severance Payments will be completed within 2 ½ months after the end of the year in which the Qualifying Termination occurs.

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2.4. Part-Time Employees.

- a. Regular part-time Qualifying Employees will receive Severance Pay on a prorated basis for their part-time service only. Any previous full-time employment is not included in the Severance Pay calculation. Severance Pay is calculated as outlined previously and then prorated in accordance with the hours worked.
- b. Occasional part-time Qualifying Employees are not eligible for Severance Pay.
- c. Employees hired to work for a defined period of time on special projects or on a particular volume of work are considered temporary employees and are not eligible for Severance Pay.


2.5. Schedule of Payment. Severance Pay will be paid in installments coinciding with INTEGRIS' ordinary payroll schedule for the duration of the severance period. However, INTEGRIS may elect to make a lump-sum payment in those instances where the Qualifying Employee is entitled to four (4) weeks or less of Severance Pay or less than \$1,500.00 of Severance Pay. All Severance Pay will be taxable as ordinary wage income and be subject to appropriate tax withholding and reporting.

2.6. Reductions in Severance Pay. The total Severance Pay amount will be reduced to recover any outstanding financial obligations the Qualifying Employee owes to INTEGRIS.

2.7. Limitations on Severance Pay. Severance Pay will not be provided if the Human Resources Executive Committee, or its designee, determines that:


- a. The Qualifying Employee is offered and rejects an equivalent or comparable position of continued employment for which the Qualifying Employee is deemed qualified by INTEGRIS; or
- b. If an express written employment agreement exists and the Employee breaches the terms of such employment agreement with INTEGRIS; or
- c. If an express written employment agreement exists and INTEGRIS (1) elects not to renew the agreement after notice, if any, to the affected Employee as indicated in the agreement or (2) elects to terminate the agreement without cause after notice, if any, to the affected Employee as indicated in the agreement.

2.8. Reemployment of Qualifying Employee. Severance Pay will cease when a Qualifying Employee is rehired to an equivalent or comparable position with INTEGRIS, as determined by the Human Resources Executive Committee, or its designee. Should the Qualifying Employee return to work to a non-equivalent position, INTEGRIS reserves the right to prorate the severance benefits between those of the former position and the position accepted.

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- 2.9. PPL and EIAB. Paid Personal Leave and Extended Illness Absence Bank leave will stop accruing as of the date of the Qualifying Termination. Please reference the system Paid Personal Leave / EIAB plan regarding the treatment of accrued PPL and EIAB at the time of termination.
- 2.10. Incentive Plan Payments. To the extent that the Qualifying Employee is a member of a class of Employees potentially eligible for incentive compensation pursuant to an incentive plan, the Qualifying Employee must meet the criteria of the incentive plan in question in order to qualify for the incentive plan payment. To the extent that qualification for the incentive plan is dependent upon current employment, the Qualifying Employee's date of Qualifying Termination will be determinative, and the severance period will not be considered active employment.
- 2.11. Health and Welfare Benefits.
- a. To the extent that the Qualifying Employee is eligible for and participating in INTEGRIS' health and welfare benefits as of the date of the Qualifying Termination, health benefits, including medical, dental, and vision, including the payment of premiums, will continue through the last day of the month in which the Severance Pay ends.
 - × For Qualifying Employees who are not Highly Compensated Individuals, health and welfare benefit premiums may continue to be paid by the Qualifying Employees on a pre-tax basis under INTEGRIS' Flexible Benefits Plan during the period of Severance Pay.
 - × For Qualifying Employees who are Highly Compensated Individuals, the fair market value of coverage for the Qualifying Employee and any covered dependents will be included in the gross income of the Qualifying Employee.
 - b. Should a Qualifying Employee's Severance Pay payments cross calendar years, and should the Qualifying Employee be participating in health and welfare benefits, the Qualifying Employee will be eligible to participate in open enrollment.
 - c. Following the end of the Qualifying Employee's Severance Pay period, Qualifying Employees will be notified regarding their eligibility for continuation of benefits under COBRA.
- 2.12. Severance Agreement.
- a. The determination of a severance agreement will be made by the Human Resources Executive Committee, or its designee, in its sole and absolute discretion, and such determination will be conclusive and binding on the Qualifying Employee.


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- b. As a condition of obtaining Severance Pay or any other benefits made available by this Plan, a Qualifying Employee will be required to execute a severance agreement and general release ("Agreement"). Any violation of the provisions of the Agreement, as determined by the Human Resources Executive Committee, or its designee, will result in the termination of any further Severance Pay or other benefits made available by this Plan and in an entitlement that any Severance Pay paid as of the date of breach be returned to INTEGRIS.
- c. The Agreement will contain a general release, whereby the Qualifying Employee will release INTEGRIS from any and all actions, suits, proceedings, claims, and demands related to their employment and termination.
- d. The Agreement will contain the following provision regarding Confidentiality: Employee and Employee's attorney agree to keep the terms, amount, and fact of this Agreement completely confidential, and that Employee will not disclose any information concerning this Agreement to anyone other than Employee's immediate family, lawyer(s), and accountants who will be informed of and bound by this confidentiality clause. Employee, Employee's family members, lawyers, and accountants shall respond to any inquiry about the status of Employee's severance only by stating that "the matter has been resolved and concluded," unless required to say more by a court or agency that has the power to require them to testify further. Employee realizes that revealing any other information by Employee or any of Employee's family members or professional representatives would cause Company injury and damage, the actual amount of which would be hard to determine; so, Employee agrees to pay all of the Company's attorneys' fees and costs incurred in getting a court order to stop Employee and/or to seek damages.
- e. The Agreement will contain the following provision regarding Non-Disparagement: The parties agree that their professional and personal reputations are important and should not be impaired by either party. Employee therefore agrees not to disparage the professional or personal reputation of Company, and Company agrees not to intentionally induce or encourage any of its other employees to disparage Employee's professional or personal reputation. For purposes of this paragraph, non-disparagement does not include (i) compliance with legal process or subpoenas to the extent only truthful statements are rendered in such compliance attempt; (ii) statement in response to an inquiry from a court or regulatory body; or (iii) statements or comments in rebuttal of media stories or alleged media stories.

2.13. Out-placement Services.

- a. Out-placement services are a broad spectrum of career services that may be provided by INTEGRIS at its discretion or by a specialized consultant to assist workers in their search to continue their professions.

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- b. Out-placement services may be provided to non-exempt and exempt Employees at time of separation and may include, but not be limited to, group lectures on use of employment agencies and search firms, group workshops on researching job markets, interviews, skill development, and resume preparation. No out-placement services will be provided after the Severance Pay period.

2.14. Death of a Qualifying Employee during the Severance Period. If a Qualifying Employee dies during the period of his or her Severance Pay, any remaining, unpaid Severance Pay payments will be accelerated and will be paid as a lump sum to the Qualifying Employee's estate.

3.0 SCOPE

This Plan applies to all Eligible Employees of INTEGRIS and specifically the CMS Providers checked below. This Plan shall supersede any severance benefit plan, policy, or practice previously maintained by INTEGRIS. This Plan is a severance pay arrangement and an employee welfare benefit plan. All benefits under the Plan shall be paid by INTEGRIS. The Plan shall be unfunded and benefits hereunder shall be paid only from the general assets of INTEGRIS.


<input checked="" type="checkbox"/>	INTEGRIS Baptist Medical Center	<input checked="" type="checkbox"/>	INTEGRIS Grove Hospital
<input checked="" type="checkbox"/>	INTEGRIS Bass Baptist Health Center	<input checked="" type="checkbox"/>	INTEGRIS Hospice
<input checked="" type="checkbox"/>	INTEGRIS Bass Pavilion	<input checked="" type="checkbox"/>	INTEGRIS Miami Hospital
<input checked="" type="checkbox"/>	INTEGRIS Canadian Valley Hospital	<input checked="" type="checkbox"/>	INTEGRIS Southwest Medical Center
<input checked="" type="checkbox"/>	INTEGRIS Health Edmond	<input checked="" type="checkbox"/>	Lakeside Women's Hospital

4.0 ADMINISTRATION

4.1. Plan Administration.

- a. The Plan Administrator shall be the INTEGRIS Human Resources Executive Committee. The Committee can designate a member or a non-member to act on its behalf and may revoke such designation at any time, with or without cause.
- b. Unless specifically addressed in this Plan, The Human Resources Executive Committee shall administer the plan pursuant to the plan administration provisions of the INTEGRIS Health Flexible Benefits Plan, of which this Plan is a component plan, unless the particular matter is addressed separately in this Plan.
- c. The Plan Administrator shall have the exclusive discretion and authority to establish rules, forms, and procedures for the administration of the Plan and to construe and interpret the Plan and to decide any and all questions of fact, interpretation, definition, computation or administration arising in connection with the operation of the Plan, including, but not limited to, the eligibility to participate in the Plan and amount of benefits paid under the Plan.

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4.2. Claims and Appeal Procedures.

- a. Initial Claim. Any application for benefits, inquiries about the Plan or inquiries about present or future rights under the Plan must be submitted to the Plan Administrator in writing by an applicant (or his or her authorized representative). If a claim for Severance Pay is denied in whole or in part, the Plan Administrator shall notify the claimant of its decision in writing, and the claimant's right to appeal, within a reasonable period of time, but not later than 30 days after receipt of the claim. The notice of denial will be set forth in a manner designed to be understood by the claimant and will include the following: (a) the specific reason or reasons for the denial; (b) references to the specific Plan provisions upon which the denial is based; (c) a description of any additional information or material that the Plan Administrator needs to complete the review and an explanation of why such information or material is necessary; and (d) an explanation of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the applicant's right to bring a civil action under Section 502(a) of ERISA following a denial on review of the claim, as described below.

- b. Appeal. A claimant whose application for Severance Pay has been denied in whole or in part, or such claimant's duly authorized representative, may appeal such denial by submitting to the Plan Administrator a written request for review of the denied claim within 60 days of the claimant's receipt of notification of an adverse determination. A request for review must set forth all of the grounds on which it is based, all facts in support of the request and any other matters that the claimant feels are pertinent. The claimant (or his or her representative) shall have the opportunity to submit (or the Plan Administrator may require the claimant to submit) written comments, documents, records, and other information relating to his or her claim. The claimant (or his or her representative) shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim. The review shall take into account all comments, documents, records and other information submitted by the claimant (or his or her representative) relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

- c. Review of Appeal. The Plan Administrator shall render a decision on the request for review within a reasonable period of time, but not later than 15 days after the receipt of the claimant's request for review, unless special circumstances (such as the need to hold a hearing, if necessary) require an extension of time for processing, in which case the 15-day period may be extended to up to 30 days from the date the appeal was filed; provided that no extension shall apply unless written notice of the extension, indicating the special circumstances requiring the extension and the date by which the Plan Administrator expects to render a decision, is provided to the claimant before the expiration of the initial 15-day review period. In the event that the Plan Administrator confirms the denial of the application for benefits in whole or in part, the notice will set forth, in a manner

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calculated to be understood by the applicant, the following: (a) the specific reason or reasons for the denial; (b) references to the specific Plan provisions upon which the denial is based; (c) a statement that the applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim; and (d) a statement of the applicant's right to bring a civil action under Section 502(a) of ERISA.


- d. **Exhaustion of Remedies.** For all purposes under the Plan, a decision on claims for which no review is requested and decisions on claims made under this Section 3.0 shall be final, binding, and conclusive on all interested parties. No legal action for benefits under the Plan may be brought unless and until the claimant: (a) has submitted a written claim for benefits in accordance with this Section 3.0; (b) has been notified by the Plan Administrator that the claim is denied; (c) has filed a written request for a review of the claim in accordance with this Section 3.0; and, (d) has been notified in writing that the denial of the claim has been affirmed; provided, however, that legal action may be brought after the Plan Administrator has failed to take any action upon appeal of a denied claim within the legally prescribed time limits for review of such appeal.

5.0 AMENDMENT AND TERMINATION OF THE PLAN

- 5.1. Continuation. INTEGRIS intends to continue the Severance Plan indefinitely but nevertheless assumes no contractual obligation beyond the promise to pay benefits as described in this Plan.
- 5.2. Amendment of Plan. The Board has the right to amend this plan in whole or in part, at any time with prior notice to participants, provided that no amendment shall affect the right to any unpaid benefit of any Qualifying Employee whose Qualifying Termination has occurred prior to amendment.
- 5.3. Termination of Plan. The Board has the right to end this plan in whole or in part, at any time with prior notice to participants, provided that no termination shall affect the right to any unpaid benefit of any Qualifying Employee whose termination date has occurred prior to termination of the Plan.


6.0 DEFINITIONS

- 6.1. Base Pay means the Qualifying Employee's base hourly rate of pay in his or her primary job times 2,080 hours, subject to additional limitations provided in this Plan. Base Pay does not include the value of any shift differentials, perquisites, bonuses, commission, incentive pay, or other forms of compensation.
- 6.2. Board means the Board of Directors of INTEGRIS Health, Inc.
- 6.3. Eligible Employee means an Employee who is classified by INTEGRIS as an Employee of INTEGRIS. Eligible Employee excludes "leased employees" as defined by the Internal Revenue Code. The Plan Administrator in its sole discretion shall determine whether an

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Employee is an Eligible Employee and ascertain the Employee's classification by INTEGRIS. The Plan Administrator shall develop such procedures and rules as are necessary to make such determinations and shall apply such procedures and rules in a nondiscriminatory manner.

- 6.4. Employee means an individual employed by INTEGRIS as a common-law employee. Any individual providing services to INTEGRIS as an independent contractor shall not be considered an Employee.
- 6.5. Highly Compensated Individual means an employee who is among the highest paid 25 percent of all employees (including the 5 highest paid company officers, determined pursuant to IRS regulations).
- 6.6. Human Resources Executive Committee includes the following members of INTEGRIS' leadership – Chief Human Resources Officer, Chief Operating Officer, and General Counsel.
- 6.7. INTEGRIS means INTEGRIS Health, Inc., and all subsidiaries, related, and affiliated companies, any of their successors and assigns, and any of their officers, directors, shareholders, agents, servants, Employees, and insurers.
- 6.8. Length of Service includes the Qualifying Employee's period of current employment as well as any prior service, to the extent such service is bridged in accordance with the system Service Bridging policy.
- 6.9. Qualifying Employee means an Employee who has incurred a Qualifying Termination.
- 6.10. Qualifying Termination occurs when either (i) the Employee's employment with INTEGRIS is involuntarily terminated due to elimination of the Employee's assignment as provided in INTEGRIS' system Reduction in Force policy; or (ii) the Employee's employment with INTEGRIS is involuntarily terminated and, in the judgment of the Human Resources Executive Committee, or its designee, other employment situations warrant the payment of Severance Pay. In the event of an outsourcing transition or other business realignment transaction, including, by way of example, a stock or asset purchase or sale, merger, acquisition, or disposition, severance may be offered to affected Employees, within the discretion of the Human Resources Executive Committee, or its designee, and in accordance with the specific terms and conditions of the underlying agreement reached during the transaction. Should an Employee be terminated by INTEGRIS in connection with such a business realignment, the Employee will not have suffered a Qualifying Termination, if such Employee has been offered a comparable position with the purchasing, acquiring, and/or outsourcing entity, as determined by the Human Resources Executive Committee or its designee.
- 6.11. Severance Pay means the amount of severance determined for a Qualifying Employee as of the date of the Qualifying Termination.

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7.0 ADDITIONAL PLAN INFORMATION

Employer and Plan Identification Numbers. The name of the Plan is the INTEGRIS Severance Plan. The Employer Identification Number assigned to INTEGRIS is 73-1192764. The Plan Number assigned to the Plan by the Plan Sponsor pursuant to the instructions of the Internal Revenue Service is 501.

Plan Year. The twelve-month period ending December 31 of each year.

Agent for the Service of Legal Process. The agent for the service of legal process with respect to the Plan is:

Human Resources Executive Committee
 3520 NW 58th Street, Suite A-100
 Oklahoma City, OK 73112
 405-949-4045

Plan Sponsor and Administrator. INTEGRIS Human Resources Executive Committee is the Plan Administrator, which is the named fiduciary charged with responsibility for administering the Plan:


Human Resources Executive Committee
 3520 NW 58th Street, Suite A-100
 Oklahoma City, OK 73112
 405-949-4045

INTEGRIS *Health*, Inc. is the Plan Sponsor, at the same address and phone number.

8.0 STATEMENT OF ERISA RIGHTS. Participants in this Plan (which is a welfare benefit plan sponsored by INTEGRIS *Health*, Inc.) are entitled to certain rights and protections under ERISA. If you are a Qualifying Employee, you are considered a participant in the Plan and, under ERISA, you are entitled to:

8.1. Receive Information About Your Plan and Benefits.

- a. Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, 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 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; and,
- 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.

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8.2. 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 the 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, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

8.3. Enforce Your Rights.

- a. If your claim for a Plan 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.
- b. 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.
- c. 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.
- d. 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.

8.4. Assistance with Your Questions. If you have any questions about the 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.