NEW AGE HEALTH CARE CORPORATION
EMERALD HOME HEALTH / NEW AGE HEALTH CARE LP (HOURLY)
INDIVIDUAL COVERAGE HEALTH REIMBURSEMENT ARRANGEMENT

Plan Document and Plan Summary

Effective Date: May 1, 2023

NEW AGE HEALTH CARE CORPORATION EMERALD HOME HEALTH / NEW AGE HEALTH CARE LP (HOURLY)
INDIVIDUAL COVERAGE HEALTH REIMBURSEMENT ARRANGEMENT

This document is the Plan Document and a Summary Plan Description for the **NEW AGE HEALTH CARE CORPORATION EMERALD HOME HEALTH / NEW AGE HEALTH CARE LP (HOURLY)** Individual Coverage Health Reimbursement Arrangement (referred to as the "ICHRA Plan" in this document).

The ICHRA Plan provides to Eligible Employees and Dependents of **NEW AGE HEALTH CARE CORPORATION EMERALD HOME HEALTH / NEW AGE HEALTH CARE LP (HOURLY)** certain health reimbursement benefits as described in this document. This document is designed to be a plan document under ERISA §402 and a summary plan description under ERISA §102, to provide Employees and their eligible Dependents with information about the ICHRA Plan. It is intended and the ICHRA Plan is designed to comply with the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 ("PPACA") and the Health Care and Education Reconciliation Act, Pub. L. No. 111-152 ("HCERA") and all other related laws, rules and requirements ("Other Health Care Laws") (together PPACA and HCERA and the Other Health Care Laws are referred to as the Affordable Care Act or "ACA").

The Employer intends that this ICHRA Plan qualify as a health reimbursement arrangement that is integrated with individual health insurance coverage within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), Section 105 and 106, and meet the requirements of Treas. Reg. §§1.36B-2; 54.9801-2, 54.9801-4, 54.9815-2711, and 54.9831-1, and the requirements under 29 C.F.R. §2590.702-2, as well as other general requirements of health reimbursement arrangements. This ICHRA Plan is intended to pay only amounts to permit the purchase of individual health insurance coverage, unless it expressly provides for the payment of any other expenses for medical care as permitted. This Plan is subject to the federal ERISA law, and that term is defined herein.

The ICHRA Plan, like other benefit plans and programs, includes many terms and conditions that are complicated. In order to provide some clarity and simplify some of the terms and present the ICHRA Plan in a manner that is more understandable, there are Summary Boxes within the document to provide helpful and useful summaries of the terms.

All terms and conditions of the ICHRA Plan, including the Summaries, are subject to the discretion and interpretation of the Plan Administrator. The terms and conditions of individual coverages purchased by any Employee or Dependent are not affected by the terms of this ICHRA and those provisions control the payment of coverage and benefits for each insured under such individual coverages.

Although the Employer's present intent is to continue this ICHRA Plan in some form indefinitely, the Employer retains the absolute right to substitute other coverage, initiate and change employee contribution amounts as permitted by law, and amend, change, modify, and/or completely terminate some or all of the benefits, plans, programs under this ICHRA Plan, at any time. Neither this document nor any other writing regarding the Plan will grant or confer any vested or other rights to any employee, former employee or any other person for future benefits beyond amounts payable for periods of time while the ICHRA Plan is in effect and that are not specifically provided for in the ICHRA Plan terms.

This ICHRA Plan is effective as stated herein.

NEW AGE HEALTH CARE CORPORATION EMERALD HOME HEALTH / NEW AGE HEALTH CARE LP (HOURLY) INDIVIDUAL COVERAGE HEALTH REIMBURSEMENT ACCOUNT

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ARTICLE I - INDIVIDUAL COVERAGE HEALTH REIMBURSEMENT ACCOUNT BASIC INFORMATION

1.01 The ICHRA Plan and Its Purpose

This document is intended to qualify as a health reimbursement arrangement that provides benefits that are excludable from gross income under Code §105 and §106 and related sections of the Code, and Treasury Regulations, and Labor Regulations cited herein. The ICHRA Plan is required by law to be Integrated Coverage meaning that all Eligible and Covered Persons must us the resources of the ICHRA Plan to establish Integrated Coverage. The ICHRA is designed to comply with ERISA and the Affordable Care Act.

1.02 Basic ICHRA Plan Information

Description	Plan Information
1. Employer and Plan Sponsor	NEW AGE HEALTH CARE CORPORATION EMERALD HOME HEALTH / NEW AGE HEALTH CARE LP (HOURLY)
2. Address & Telephone Number:	410 East Main Street Carnegie, PA 15106 412-429-5880
3. Employer Identification Number:	25-1802389
4. Plan Administrator:	See the Employer listed above in Item 1
5. Plan Name:	NEW AGE HEALTH CARE CORPORATION EMERALD HOME HEALTH / NEW AGE HEALTH CARE LP (HOURLY) Individual Coverage Health Reimbursement Arrangement
6. Plan Number:	501
7. Plan Type and Funding:	Individual Coverage Health Reimbursement Arrangement Funded by Employer Contributions Only
8. Coordination with Individual Coverage:	Yes. Individual health insurance coverage – Integrated Coverage is required for participation.
9. ICHRA Maximum Amounts:	See Exhibit A – ICHRA Amounts
9. Pro-rated Amounts for Participants that Enroll Mid-Year:	If a Participant enrolls in the ICHRA Plan mid-year, then the Participant's maximum dollar limit may be prorated based on a percentage of the Plan Year remaining.
10. Carry-Over of Unused Amounts:	There are No Carry-Over Amounts
11. Year End and Former Employee Submission Deadline, as Applicable to reimbursed amounts:	30 Days
12. Eligible Benefits:	All amounts in Section 4.1 are for Integrated Coverage Only. No other amounts are reimbursed under Code §213 under this ICHRA Plan
13. Plan Number:	501
14. Type of Administration:	See Article VII
15. Agent for Service of Process:	The Employer Listed Above, See Address Above

16. Plan Year:	Twelve Month Period Beginning: January
17. Effective Date:	May 1, 2023
18. Eligible Employees:	Employees Who Are Regularly Scheduled to Work At Least 30 Hours Per Week, Enter the Plan on the First Day of the Month Following Sixty (60) Days from Date of Hire
19. Other Participating Employers:	No other Employers Participate

Summary - Basic ICHRA Information

The information in this Article I includes very important basic information about the Plan that is used throughout the ICHRA Plan document.

It is very important that you evaluate the maximum amounts allocated to you and your family, if applicable, under the ICHRA Plan. So, you should note, specifically, the annual dollar amounts of the Employer funded ICHRA Plan amounts that apply to you as stated in Exhibit A.

If your Employer is not listed as the Plan Sponsor and Plan Administrator, it may be a Participating Employer. Participating Employers are listed at Exhibit B, if applicable.

ARTICLE II - DEFINITIONS

"Account" means the bookkeeping account maintained by the Employer by which the Employer keeps track of and records the Employee ICHRA Plan payments up to the Maximum amounts stated in the Section 1.02 Basic ICHRA Plan Information above, and as paid in accordance with Article IV.

"Class" of Eligible Employees and Dependents, if applicable, is defined in the Basic ICHRA Plan Information, Section 1.02 above and further referenced in Article III below and defines the group of Employees within a particular classification that are entitled to benefits under this ICHRA Plan. In general, the Class is established in accordance with rules and regulations established by the Internal Revenue Service under its regulations.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means the Plan Sponsor and any other entity that has adopted the ICHRA Plan with the approval of the Plan Sponsor.

"Claimant" means a Participant or any other person entitled to benefits under the ICHRA Plan.

"Covered Person" means each Eligible Employee and each Dependent who is Covered under the ICHRA Plan, as stated in Section 1.02 Basic ICHRA Plan Information and Article III.

"Dependent" means: 1) any individual who qualifies as a dependent of a Participant under Code section 152 (as modified by Code section 105(b)); or 2) "Spouse," as defined herein. For purposes of the Premium Payment Benefit(s), "Dependent" does not include any individual who is not a dependent under the underlying insurance contract. A child who is determined to be a Participant's alternate recipient under a qualified medical child support order (QMCSO) under ERISA section 609 shall be considered a Dependent under this Plan, as applicable.

"Effective Date" means the Effective Dates stated in Section 1.02, Basic ICHRA Plan Information.

"Eligible Employee" means any Employee employed by the Company who meets the requirements stated in Section 1.02 Basic ICHRA Plan Information. Unless otherwise specified in Section 1.02 Basic ICHRA Plan Information, an Eligible Employee does not include: 1) any Employee who is a leased employee; 2) any part-time, temporary or seasonal employee who does not meet any hour or other requirements stated in the Basic ICHRA Plan Information; 3) any non-resident alien; or 4) any employee whose employment is subject to collective bargaining. In the event any person not eligible to participate under the ICHRA Plan is subsequently classified or reclassified as eligible, or is determined to be an Eligible Employee under ACA, or the Code, such individual shall become an Eligible Employee by reason of such reclassification or determination.

"Eligible Expenses" means the amounts determined in Article IV, as limited by Exhibit A.

"Employee" means any individual who is employed by the Employer who is Eligible as an Employee as stated in Section 1.02 Basic ICHRA Plan Information. The term "Employee" shall not include: (i) a self-employed individual (including a partner) as defined in Code Section 401(c); or (ii) any person who owns (or is considered as owning within the meaning of Code Section 318) more than two (2%) percent of the outstanding stock of an S corporation.

"Employer" means the Employer and any other entity or any other employer required to be aggregated with the Employer under Code sections 414(b), (c), (m) or (o); provided, however, that "Employer" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"FMLA" means the Family and Medical Leave Act of 1993, as amended from time to time.

"Health and Welfare Plan of the Employer" means the plans and program of benefits referenced in Article I, Basic ICHRA Plan Information that provides for a "group health plan," as that term is defined under ACA.

"HIPAA" means the Health Insurance Portability & Accountability Act of 1996, as amended, and for this purpose, includes the Health Information Technology for Economic and Clinical Health ("HITECH") Act of 2009, Title XIII of Division A and Title IV of division B of the American Recovery and Reinvestment Act.

"Individual Coverage Health Reimbursement Arrangement" or "ICHRA" means the balance of a hypothetical account established pursuant to Section 4.03 for each Participant as of the applicable date and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate, and in accordance with 29 C.F.R §2590.701-2.

"Integrated Coverage" means individual health insurance coverage that is subject to and complies with the requirements in Public Health Service Act §§2711 and 2713 and Treas. Reg. §§36B-2, 54.9801-4, 54.9815-2711(a)(2) and 54.9815-2713(a)(1), as well as 29 C.F.R. §2590.702-2. The individual health insurance coverage provided for under this ICHRA Plan, is treated as being subject to and complying with the referenced sections and integration with Medicare constitutes Integrated Coverage. An Eligible Employee, and their Dependent Spouse and Dependent Children, as applicable, are not required to have the same type of coverage under this ICHRA Plan. But, each Eligible Employee, and their Dependent Spouse and Children must have coverage under an individual health insurance coverage that meets the referenced requirements for compliance with the Public Health Service Act and ACA, in order for each to be deemed to have Integrated Coverage.

"Participant" means an Eligible Employee, as that term is defined in Article I, Basic ICHRA Plan Information, who actually participates in the ICHRA Plan in accordance with Article III.

"Plan Administrator" means the Employer.

"Plan Sponsor" means the Employer.

"Plan Year" means the 12-consecutive month period described in Article I, Basic ICHRA Plan Information.

"Spouse" means an individual who is legally married to a Participant as determined under the laws of the state or sovereign Country where the place of celebration occurred and who is treated as a spouse for federal income tax purposes pursuant, and pursuant to Revenue Ruling 2013-17.

"Termination" and "Termination of Employment" means any absence from service that ends the employment of the Employee with the Company, as determined by the Company.

"Traditional Group Health Plan" means any group health plan other than either an account-based group health plan, as defined in applicable IRS or other binding guidance.

Summary - Definition

This Article provides the ICHRA Plan's basic definitions and these are used throughout the ICHRA Plan document. You should familiarize yourself with these terms, and as you are reading or reviewing the ICHRA Plan information, you should use this Article as a reference.

ARTICLE III – ELIGIBILITY AND PARTICIPATION

3.01 Eligibility and Participation

An individual is eligible to participate and enroll in this Plan if:

(a) The individual is an Employee who is Eligible as stated in Section 1.02, Basic ICHRA Plan Information;

(b) The individual is a Dependent of the Employee who is Eligible as referenced above, and the Basic ICHRA Plan Information, and Exhibit A provides for ICHRA Plan Benefits for such Dependents; and

(c) The individual Dependent and Employee are enrolled in qualifying individual health insurance coverage that meets the requirements of Integrated Coverage under the ICHRA Plan.

3.02 Other Eligibility Rules and Employee Class Determinations

(a) Eligibility Timing and Entry Date. Each Eligible Employee, as of the Effective Date, who meets the requirements to be eligible to participate in the ICHRA Plan as of the Effective Date shall be Eligible to enroll, along with their Dependents as applicable, on the Effective Date. As noted above, each other Eligible Employee (or Dependent) who was not a Covered Person under the ICHRA Plan as of the Effective Date shall become eligible to participate when such Eligible Employee or Dependent meets the eligibility requirements stated in Section 1.02, Basic ICHRA Plan Information and meets the other requirements stated in this Article III. Owners, including those who are not defined as Employees may participate in the Plan if they meet the eligibility requirements of the ICHRA Plan and they are cleared to do so by the Employer's accountants or other consultants.

(b) Class Requirements – In General. The Plan Sponsor determines the class or classes of Employees who are Eligible to participate in this ICHRA Plan and it is the Plan Sponsors responsibility to comply with the requirements for determining such classifications. In addition to the Eligibility rules otherwise stated in this Article III, and in general, the Plan Sponsor may define classes of eligible employees based upon their status as full-time or part-time employees, hourly and salaried employees, primary site of employment, status as seasonal, collectively bargained employees, non-resident alien status, and other permitted classifications as determined under the regulation, and the Plan sponsor may combine classes or create subclasses consistent with those rules.

(c) Job Class Changes. If a change in job classification or a transfer results in an individual no longer qualifying as an Eligible Employee as stated in Basic ICHRA Plan Information, Section 1.02, such Employee shall cease to be a Participant under the ICHRA Plan as of the effective date of such change of job classification or transfer. Under the ICHRA Plan, such Employee shall be treated as having Terminated from employment for purposes of the ICHRA Plan and must submit claims within the time frames provided for Terminated Employees. Should such Employee again qualify as an Eligible Employee, or if an Employee who was not previously an Eligible Employee becomes an Eligible Employee, he or she shall become a Participant on the first entry date following the later of the effective date of such subsequent change of status, or the date the Employee meets the eligibility requirements stated herein. There is never any right to retain, or move any ICHRA Plan benefit payment amounts in the event of a Job Class Change (or Termination). Changes in job class that result in Eligibility under this ICHRA Plan for a part of any Plan Year shall be pro-rated as noted in Section 1.02 Basic ICHRA Plan Information.

3.03 Procedures for Participation – Proof of Coverage Required

The Plan Administrator shall prescribe such forms and may require such data from Participants as it determines are required to enroll a Participant in the ICHRA Plan or to effectuate any Participant elections. The Plan Administrator may impose other limitations and/or conditions with respect to the required procedures for participation in the ICHRA Plan or on Eligible Employees who commence or recommence participation in the ICHRA.

Each Participant must provide proof of Integrated Coverage no later than the first day of the Plan Year, or by a date otherwise determined and approved by the Plan Administrator that complies with the applicable rules. Otherwise, each Participant must provide proof of Integrated Coverage no later than the date that ICHRA coverage begins, and for each month in which a claim for reimbursement is requested. If the Plan Administrator deems it necessary, the Plan Administrator may set procedures for providing such proof.

3.04 Opt-Out, Waive or Suspend ICHRA Participation

(a) Election to Waive - One Plan Year. A Participant may elect to opt-out of and waive participation in the ICHRA Plan and the benefits provided hereunder for any future Plan Year, by submitting a waiver form to the Administrator before the beginning of that Plan Year by a deadline reasonably determined by the Plan Administrator. Each Participant will be provided this option at least once per Plan Year. If a Participant makes such a written election, the Employee and their Dependents, as applicable will not participate in the ICHRA and will not be Covered Persons under the ICHRA Plan and will have no right to or access to any benefits or reimbursements under this ICHRA Plan for that period. Any payments that are due to the Participant that were incurred before the beginning of that Plan Year will be reimbursed, even is such reimbursement does occur during the following Plan Year, subject to the reimbursement rules procedures of the ICHRA Plan. For a Participant who becomes eligible to participate in the ICHRA on a date other than the first day of the Plan Year, the Administrator will provide the opt-out opportunity during the Participant's enrollment period.

(b) Permanent Opt-Out. An otherwise Eligible Employee may elect to Permanently opt-out of participation in the ICHRA Plan and the benefits provided hereunder for all future Plan Year on a Permanent basis, by submitting a Permanent Opt-Out form to the Administrator before the beginning of that Plan Year by a deadline reasonably determined by the Plan Administrator. Each Employee will be provided this option at least once per Plan Year. If an otherwise Eligible Employee makes such a written Permanent Opt-Out election, the Employee and their Dependents, as applicable will Permanently cease to be eligible to participate in the ICHRA and will not be Covered Persons under the ICHRA Plan for any subsequent Plan Year and will have no right to or access to any benefits or reimbursements under this ICHRA Plan Permanently. Any payments that are due to the Participant that were incurred before the beginning of the Permanent Opt-Out will be reimbursed, even is such reimbursement does occur during the following Plan Year, subject to the reimbursement rules procedures of the ICHRA Plan. For a Participant who becomes eligible to participate in the ICHRA on a date other than the first day of the Plan Year, the Administrator will provide the Permanent opt-out opportunity during the Participant's enrollment period. If an Employee's employment terminates and then is reemployed, the Permanent opt-out continues to apply unless the period during which the individual was not an employee exceeds 13 weeks. If the individual is re-employed after a period of 13 weeks, then the Permanent Opt-Out no longer applies, unless it is reelected by the Employee upon their return to employment.

3.05 Termination and Rehires

An Eligible Employee or Dependent will cease to be Eligible or participate in the ICHRA Plan and

their participation will terminate immediately upon the earlier of:

a) the effective date of the termination of this ICHRA Plan;

b) the date the Employee terminates employment with the Employer;

c) the date the Employee or the Dependent fails to maintain Integrated Coverage, which as stated above, is required for continued eligibility;

d) the date the Employee of the Dependent fails to satisfy the Eligibility requirements, or any other requirement necessary to be a Covered Person under this ICHRA Plan.

Such termination of participation under the ICHRA Plan is subject to any continuation of coverage rights under COBRA as stated in Article V of this ICHRA Plan.

If an Employee terminates employment with the Employer prior to becoming a Participant, such Employee shall not become eligible to Participate in the ICHRA Plan. An individual who is terminated who is subsequently reemployed by the Employer must again satisfy the Eligible Employee requirements stated in Section 2.01, Basic ICHRA Plan Information.

If there is a failure by any Covered Person to timely pay premiums for individual health insurance coverage, but the Covered Person is within a grace period and the individual coverage that meets the Integrated Coverage requirement has not been terminated, the Covered Person will be deemed to have maintained the required Integrated Coverage, unless and until such coverage terminates. If such Covered Person fails to pay premiums and Integrated Coverage is canceled or terminated retroactively, that termination date is deemed to be the date that the Participant or Dependent failed to maintain Integrated Coverage and if any amounts were paid under the ICHRA Plan, the Covered Person must reimburse the ICHRA Plan for such amounts under Section 6.01(g). If the Covered Person loses the Integrated Coverage for another reason, including a recission event, the Covered Person will be deemed to have lost coverage under the ICHRA Plan as of such date and again, the Covered Person must reimburse the ICHRA Plan for such amounts under Section 6.01(g).

Each Employee must notify the Plan Administrator of any such cancellation or termination of their required Integrated Coverage. The notice must be in writing and must include the date on which the cancellation or termination is or was effective, along with any other information requested by the Plan Administrator which the Plan Administrator reasonably determines is needed

Summary – Eligibility and Participation

There are several requirements that you must meet to become a Participant under the ICHRA Plan.

1. You must be an Eligible Employee and in the defined class of Eligible Employees as stated in Section 1.02, Basic ICHRA Plan Information;

2. Your Dependents are only provided benefits under the ICHRA Plan if Exhibit A provides for ICHRA Plan Benefit amounts for such Dependents; and

3. You and your Dependents must be enrolled in qualifying individual health insurance coverage that meets the requirements of Integrated Coverage under the ICHRA Plan and you must stay enrolled in that coverage in order to receive any Benefit payments under the ICHRA Plan.

Summary – Eligibility and Participation Continued

Entry Date. In general, unless you have opted out of the ICHRA Plan, if you were an Eligible Employee on the Effective Date, you enter the ICHRA Plan on that date. Otherwise, you may enter the ICHRA when you first meet the requirements to be Eligible under the Plan.

Class. To be Eligible, you should note that you have to be in the Class of Employees who is Eligible as determined by the Employer. This Class information is specified in Section 1.02, Basic ICHRA Plan Information. If you have a change in Job Class, that may affect your eligibility under the ICHRA Plan.

Procedure. You and your Dependent if needed, must complete all required paperwork and provide information requested by the Plan Administrator to enroll in the Plan and to be Eligible for benefit payments under the Plan. If you or your Dependent, as applicable, do not complete all required paperwork, you or your Dependent, as applicable, will not receive any benefits under the ICHRA Plan.

Proof of Integrated Coverage. You must provide proof that they you and your Dependent obtained and maintain the individual Integrated Coverage required by the ICHRA Plan. This means that all Eligible Employees and Dependents must sign up for, obtain and maintain individual coverage that meets the requirements of ACA. The Plan Administrator and its advisors may assist you and your Dependents (if applicable) in obtaining this Coverage. And, you must maintain it and provide proof that you maintain it, any time the Plan Administrator requests it. If you lose that coverage, your benefits under the ICHRA Plan cease.

Opt-Out Waiver. You can waive coverage under the ICHRA Plan if you choose. Such waiver shall apply for the Plan Year. You will be given the option to Waive coverage in the ICHRA Plan, at least once per Plan Year. Opt-Out Waivers must be in writing. If an Employee waives coverage, the Dependent coverage is automatically waived.

Permanent Opt-Out. You may permanently Opt-Out of the ICHRA Plan if you choose. But, permanent means permanent. Permanent Opt-Out Waivers must be in writing and are – just as they say – permanent. If you permanently Opt-Out, your Dependents permanently Opt-Out too.

Termination. Your benefits under the ICHRA and participation under the ICHRA terminate on the earlier of the following:

1. If the ICHRA Plan is terminated;

2. The date you terminate employment with the Employer;

3. The date you or your Dependent fail to maintain Integrated Coverage;

4. The date you or your Dependent fails to satisfy any Eligibility requirement, or any other requirement necessary to continue to be a Covered Person under the ICHRA Plan.

   Terminated persons may be subject to certain COBRA continuation rights as stated below.

ARTICLE IV - ELIGIBLE EXPENSES AND ACCOUNTS

4.01 Eligible Expenses

A Participant may be reimbursed from his or her Individual Coverage Health Reimbursement Arrangement toward the Participant's purchase of Integrated Coverage for the Participant and their eligible Dependents, as long as each Covered Person for whom a reimbursement will be made has and continues to meet the Eligibility requirements under the ICHRA Plan. No other items of medical care are reimbursed under this ICHRA Plan. Eligible Expenses are referenced in Section 1.02, Basic ICHRA Plan Information and stated on Exhibit A.

4.02 No Other Company Health and Welfare Plan

This ICHRA Plan is not coordinated with any Health and Welfare Plan of the Employer and the Employer will not offer any Traditional Group Health Plan to anyone who may be or become Eligible as an Employee or Dependent under this Plan.

4.03 Individual Coverage Health Reimbursement Arrangements

(a) Credits. Each Participant's Account, the ICHRA Plan Account, is credited each Plan Year with the maximum annual amount specified for each coverage level as stated in Exhibit A to the ICHRA Plan, including any pro-rated amounts based upon the time period the Covered Person is Eligible under the ICHRA Plan. All Eligibility factors assessed for the maximum annual amount are determined as of the first day of the Plan Year.

(b) Determining the Maximum Annual Amount. The Plan Administrator shall determine the annual maximum amount each year and may change that amount each Plan Year. The available amount in the ICHRA Plan Account may increase based on the number of the Participant's family members covered under the ICHRA Plan, so long as the same increase is made available to all Participants in that Class of Employees with the same number of family members covered by the ICHRA Plan. The available amount in the ICHRA Account may be different based on the age of the Participant, provided that the same maximum dollar amount attributable to the increase in age is made available to all Participants who are the same age and the maximum dollar amount made available to the oldest Participant is not more than three times the maximum dollar amount made available to the youngest Participant in that Class. The Maximum Annual Amounts are stated in Exhibit A to the ICHRA Plan.

(c) Coverage Beginning Mid-Plan Year. For a Participant whose coverage under the ICHRA Plan begins later than the first day of the Plan Year, the Participant shall receive a pro-rated amount under the ICHRA Plan Account. The pro-rated amount shall be consistent with the portion of the Plan Year in which the Participant is expected to be covered by the ICHRA Plan. Similarly, if the amount of the ICHRA Account varies based on the number of family members covered under the ICHRA Plan, and the number of family members covered by the ICHRA Plan changes during the Plan Year, the amount available under the ICHRA Plan Account will be pro-rated for the remainder of the Plan Year based on the newly revised number of Dependents under the ICHRA Plan.

(d) Debits. Each Participant's shall be debited for each amount reimbursed under the ICHRA Plan.

(e) Forfeitures. Any balance remaining in a Participant's ICHRA Plan Account after the end of any Plan Year is forfeited and remains the property of the Employer. In the event that amounts are permitted by the terms of the ICHRA Plan to carry-over as a credit, as indicated in Section 1.02, Basic ICHRA Plan Information, such amounts shall carry over. Any balance remaining in a Participant's Account on the date they cease to be a Participant in the ICHRA Plan for any reason, is forfeited and remains the property of the Employer. Forfeiture will only occur after all payments have been made on claims submitted

within the Plan Year or other time period specified in the ICHRA Plan.

(f) Carry-Over. In the rare instance where Carry-Over amounts may be credited to a subsequent Plan Year, and only to the extent permitted in Section 1.02, Basic ICHRA Plan Information, and subject to any conditions and/or limitations stated there, the unused balance in a Participant's ICHRA Plan Account, or any permitted portion of such balance that remains at the end of a Plan Year, may be carried over to the immediately following Plan Year.

(g) Change in Status. In the event that a Participant changes status, meaning a change in the Employee's coverage for the Employee Only or Employee and Spouse, or Employee and Family, and the change results in a reduction in the number of Covered Persons, then there will be a forfeiture of applicable prorated amounts from the Participant's ICHRA Plan Account reflecting such reduction in Covered Persons. In the event that a change in status increases the number of Covered Persons, then there will be an increase in the amounts available in the Participant's Individual Coverage Health Reimbursement Arrangement, prorated according to Section 4.03(c).

4.04 Leave of Absence Continuation of Benefits Under the ICHRA Plan

If the Employer is subject to the Family Medical Leave Act ("FMLA") the Plan Administrator shall follow the terms of such FMLA leave with respect to continued Eligibility and participation in the ICHRA Plan. If such FMLA leave permits or is required to provide for continued Eligibility and Participation in the ICHRA Plan, the Plan Administrator will implement such requirement. Any Participant on FMLA leave whose coverage was revoked may be reinstated to the extent required by the FMLA leave policy of the Employer or applicable law. The Plan Administrator shall permit Participants to continue to receive benefits as required under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and shall provide such reinstatement rights as required by such law. The Plan Administrator shall also permit Participants to continue benefit elections as required under any other applicable state law to the extent that such state law applies and is not pre-empted by federal law.

4.05 Non-Discrimination

Non-Discrimination. The ICHRA Plan may not discriminate in favor of highly compensated employees (within the meaning of Code Section 105(h)(5)) as to benefits provided or eligibility to participate with respect to the Individual Coverage Health Reimbursement Arrangement.

Adjustment of Eligibility/Benefits. If the Plan Administrator determines that the ICHRA Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify any eligibility requirement or benefit amount under the ICHRA Plan automatically, in order to assure compliance with such requirements or limitations.

Summary - Eligible Expenses and Accounts

Eligible Expenses for and Payments. You will be reimbursed from the ICHRA Plan Account for your purchase of ACA compliant individual health plan coverage called Integrated Coverage. The reimbursement will be made for you and your Eligible Dependents under the ICHRA Plan up to the maximum amounts stated in Exhibit A. Maximum amounts are pro-rated for partial years.

Forfeitures. Any amount unused under the ICHRA Plan is forfeited.

Leaves of Absence. ICHRA Plan payments while you are on leave of absence are generally determined under the policies and procedures associated with that leave.

Discrimination. This ICHRA Plan may be subject to certain complex tax discrimination related rules. Participants do not need to do anything in regard to this testing.

ARTICLE V - COBRA

5.01 COBRA Coverage

COBRA coverage applies only in the event that the Employer that is the Plan Sponsor is subject to COBRA. In the event that the Employer Sponsor has less than the required twenty (20) employees during the applicable testing period, or the ICHRA Plan is a church Plan, then COBRA does not apply. This Section only applies if COBRA applies. Otherwise, there is no continuing coverage.

(a) COBRA Coverage. Federal law requires most private and governmental employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health care coverage (called "continuation coverage") at group rates in certain instances where coverage under the plans would otherwise end.

(b) When Coverage May Be Continued. If COBRA applies, only "Qualified Beneficiaries" are eligible to elect continuation coverage and only if they lose coverage as a result of a Qualifying Event. A "Qualified Beneficiary" is the Participant, covered Spouse and/or covered Dependent child at the time of the Qualifying Event. A Qualified Beneficiary has the right to continue coverage if he or she loses coverage (or should have lost coverage) as a result of certain Qualifying Events. The table below describes the Qualifying Events that may entitle a Qualified Beneficiary to continuation coverage:

	Covered Employee	Covered Spouse	Covered Dependent
1. Covered Employee's Termination of employment or reduction in hours of employment	✓	✓	✓
2. Divorce or Legal Separation		✓	
3. Child ceasing to be an eligible Dependent			✓
4. Death of the Covered Employee		✓	✓

(c) Cost Parameters. The Participant generally does not have the right to elect COBRA continuation coverage if the cost of COBRA continuation coverage for the remainder of the Plan Year equals or exceeds the amount of reimbursement available for the remainder of the Plan Year.

(d) Type of Continuation Coverage. If the Participant chooses continuation coverage, the Participant may continue the level of coverage in effect immediately preceding the Qualifying Event. However, if ICHRA Plan benefits are modified for similarly situated active Employees, then ICHRA Plan benefits will be modified for COBRA recipients and other Qualified Beneficiaries as well, after electing COBRA coverage.

(e) Notice Requirements. Participants and covered Dependents (including the Spouse) must notify the COBRA Administrator, which is the Plan Administrator, or its designee, in writing, of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days of the later of the (i) date of the event or (ii) date on which coverage is lost because of the event. Written notice must identify the Qualifying Event, the date of the Qualifying Event and the Qualified Beneficiaries impacted by the Qualifying Event. When the COBRA Administrator is notified that one of these events has occurred, the Plan Administrator will in turn provide Notice of the right to choose continuation coverage by sending the appropriate election forms. Notice to an Employee's Spouse is treated as notice to any covered Dependents who reside with the Spouse. An Employee or covered Dependent is responsible for notifying the COBRA Administrator if he or she becomes covered under another group health plan, or in the event of a subsequent divorce or other similar event.

(f) Election Procedures and Deadlines. Each Qualified Beneficiary is entitled to make a separate election for continuation coverage under the ICHRA Plan such Qualified Beneficiary is not otherwise covered as a result of another Qualified Beneficiary's election. In order to elect continuation coverage, the Participant must complete the election form(s) and return it to the COBRA Administrator identified in the ICHRA Plan Information Summary within 60 days from the date the Participant would lose coverage for one of the reasons described above or the date notice is sent of the right to elect continuation coverage, whichever is later. Failure to return the election form within the 60-day period will be considered a waiver of continuation coverage rights.

(g) Cost. The Participant will have to pay the entire cost of continuation coverage. The cost of continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage. The first contribution after electing continuation coverage will be due 45 days after the election. Subsequent contributions are due the 1st day of each month; however, there is a 30-day grace period following the due date in which to make the contribution. Failure to make contributions within this time period will result in automatic termination of continuation coverage.

(h) When Continuation Coverage Ends. The maximum period for which coverage may be continued is the end of the Plan Year in which the Qualifying Event occurs. However, in certain situations, the maximum duration of coverage may be 18 or 36 months from the Qualifying Event (depending on the type of Qualifying Event and the level of Non-Elective contributions provided by the Employer). Participants will be notified of the applicable maximum duration of continuation coverage when a Qualifying Event occurs. Regardless of the maximum period, continuation coverage may end earlier for any of the following reasons:

- if the contribution for continuation coverage is not paid on time or it is significantly insufficient (Note: If payment is insufficient by the lesser of 10% of the required premium, or $50, 30 days to cure the shortfall will be given);
- if coverage becomes available under another group health plan and Participants are not actually subject to a pre-existing condition exclusion limitation;
- if the Participant becomes entitled to Medicare; or
- if the Employer no longer provides group health coverage to any of its Employees.

Summary – COBRA Continuing Coverage

COBRA Coverage. Federal law requires most private and governmental employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health care coverage (called "continuation coverage") at group rates in certain instances where coverage under the plans would otherwise end. Certain smaller employers and church Plans are not subject to COBRA. The Plan Administrator can tell you whether the Employer is subject to federal COBRA continuation rules (and thus subject to the following rules).

If COBRA applies and your coverage is terminated and the economics make sense (for example, if COBRA coverage would cost you more than just continuing coverage on your own), then you may be eligible to continue coverage for up to 18 months, sometimes longer.

See the COBRA rules above and inquire with your Plan Administrator if you have any questions.

ARTICLE VI - REIMBURSEMENT AND CLAIMS

6.01 Procedures for Reimbursement

(a) Timing of Claims. Reimbursements and/or payments shall only be made for Eligible Expenses incurred in the applicable Plan Year while the Employee is a Participant in the ICHRA Plan. All requests for reimbursement and/or payment must be made by any deadline stated in Section 1.02, Basic ICHRA Plan Information. The ICHRA Plan will not make any reimbursement or payment for any Eligible Expense related to services rendered before the Employee becomes a Participant under the ICHRA Plan, or for claims based upon expenses that arise after Benefits terminate under ICHRA Plan. All claims for reimbursement and/or payment must be made within the time periods specified in Section 1.02, Basic ICHRA Plan Information.

(b) Documentation. A Claimant may apply for benefits under the ICHRA Plan by completing and filing a claim or providing completed forms, as may be required by the Plan Administrator. Any such claim or submission of forms must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits under this ICHRA Plan. The Plan Administrator may request any additional information necessary to evaluate the claim. Additionally, Participants must provide proof of Integrated Coverage for each month in which a reimbursement is requested.

(c) Payment. To the extent that the Plan Administrator approves the claim, the ICHRA Plan will: (i) reimburse the Participant; or (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from the Participant's Individual Coverage Health Reimbursement Arrangement. The Plan Administrator may establish a schedule, not less frequently than annually, for the payment of claims. The Plan Administrator may provide that payments or reimbursements of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum. The entire amount of any payments or reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

(d) Death. If a Participant dies, his beneficiaries may submit claims for Eligible Expenses for the portion of the Plan Year preceding the date of the Participant's death. A Participant may designate a specific beneficiary, provided that such beneficiary is the Participant's Spouse or one or more of the Participant's children. If no beneficiary is specified, the Plan Administrator may pay any amount due hereunder to the Participant's estate, or, if there is no estate, to the Participant's Spouse and if no Spouse, to the Participant's children in equal shares. If there is no estate, no spouse and no children, any amounts due are forfeited. Compliance with the terms of this paragraph fully discharges the Plan Administrator and the Employer from further liability on account thereof.

(e) Form of Claim/Notice. All claims and notices shall be made in written form unless the Plan Administrator provides procedures for such claims and notices to be made in electronic and/or telephonic format, to the extent that such alternative format is permitted under applicable law.

(f) Refunds/Indemnification. If the Plan Administrator determines that any Participant or Dependent has directly or indirectly received excess payments or reimbursements or has received payments or reimbursements that are taxable to the Participant or Dependent, the Plan Administrator shall notify the Participant and the Participant shall repay any such excess amount (or at the option of the Plan Administrator, the Participant shall repay the amount that should have been withheld or paid as payroll or withholding taxes, as permitted by law and/or approved by the Participant) as soon as possible, but in no event later than thirty (30) days after the date of notification. A Participant shall indemnify and reimburse the Employer for any liability the Employer may incur for making such payments, including but not limited to failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If the Participant fails to timely repay an excess amount and/or make sufficient

indemnification, the Plan Administrator may, to the extent permitted by applicable law, offset the Participant's salary or wages, and/or offset other benefits payable hereunder, or pursue claims by other means determined by the Plan Administrator in its absolute discretion.

(g) Debit, Credit or Other Stored Value Cards. If the Employer has determined to use a debit, credit or other stored value card as part of the administration of the ICHRA Plan, the Employer will notify each Participant and the Participant will complete any forms or other necessary paperwork to process such a transaction. The use of any such stored value cards will reasonably comply with IRS Revenue Ruling 2003-43 (to the extent not superseded by IRS Notice 2006-69), IRS Notice 2006-69, IRS Notice 2007-2, IRS Notice 2008-104, IRS Notice 2010-59, IRS Notice 2011-5, and any superseding guidance.

(h) Plan Administrator Procedures. The Plan Administrator may establish procedures regarding the documentation to be submitted in a claim for reimbursement and/or payment and may also establish any other procedures regarding claims for reimbursement and/or payment. Such procedures may include, without limitation, requirements to submit claims periodically throughout the Plan Year. All Participants and Dependents will fully comply with any administrative procedure established by the Plan Administrator.

6.02 Claims Procedures

(a) Filing a Regular Claim for ICHRA Plan Benefits. A request for benefits payment under the ICHRA Plan is filed by the Participant or the Participant's authorized representative in accordance with the procedures determined by the Plan Administrator. Claims should be filed no later than the time period specified in this ICHRA Plan. All claims must be filed in writing and on the forms prescribed by the Plan Administrator. Any claim that does not relate to a specific benefit under the ICHRA Plan (for example, a general eligibility claim or a dispute involving a mid-year election change) must be filed with the Plan Administrator. If a written claim is received, but there is not enough information to process the claim, the Participant will be given an opportunity to provide the missing information. Participants may designate an authorized representative if written notice of such designation is provided. The Plan Administrator will generally resolve any such claim filed under the ICHRA Plan within the time periods stated in Section 6.04 below, unless the claim can be resolved sooner, or additional time is required to obtain additional information regarding a claim, in which case the Plan Administrator is permitted reasonable additional time to obtain information from the Participant and to process the claim under the ICHRA Plan after such information is received from the Participant. See Section 6.04 for the full Claims Procedure.

(b) No Insured Integrated Coverage Claims. Any claim that arises for your benefits under your Integrated Coverage, must be filed with your insurance carrier and not the Plan Administrator. Under no circumstance will the Plan Administrator be responsible, handle, administer, or process any claim for benefits that is provided under the Integrated Coverage. The ICHRA Plan has nothing to do with such claims. If, however, a Covered Person believes that the ICHRA Plan is not paying amounts that it is supposed to under its terms, such a claim is filed with the Plan Administrator for processing under the ICHRA Plan.

(c) Claim Denial and Process. In the event of an adverse benefit determination by the Plan Administrator, the ICHRA Plan provides a mandatory claims Procedure below in Section 6.04 that must be followed.

6.03 Missing Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the ICHRA Plan because it cannot ascertain the identity or whereabouts of such Participants or other person, after reasonable efforts have been made to identify or locate such person, such payment

and all subsequent payments otherwise due to such Participant or other person shall be forfeited.

6.04 Claims Procedure – Claims and Review on Decision

(a) Claims for Reimbursement. In the event that a Participant or Dependent believes that the ICHRA Plan is not providing the Benefit payments required under its terms, and a claim brought by such Participant or Beneficiary is denied, the Participant or Dependent may file a Claim under this Section. Importantly, no claim is to be filed under the ICHRA Plan or this procedure for benefits that are to be claimed under the individual's Integrated Coverage. The Plan Administrator has nothing to do with such benefit payments and all such disputes or claims are to be filed under the procedures stated in the Integrated Coverage. The administration of this Claims Procedures is subject to the full discretionary authority of the Plan Administrator as stated in Article VII of the Plan. All claims must be filed within the times specified under the Plan.

1. *Denied Claims*. If the Plan Administrator denies a claim under the ICHRA Plan, the Plan Administrator may provide notice to the Participant or Dependent, in writing, within ninety (90) days after the claim is filed, unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim will be written in a manner calculated to be understood by the Participant and will provide:

- specific references to the pertinent ICHRA Plan provisions on which the denial is based;
- a description of any additional material or information necessary for the Participant to perfect the claim and an explanation as to why such information is necessary; and
- an explanation of the ICHRA Plan's claim procedure.

2. *Appeal of a Denied Claim*. After receipt of a claim denial, the Participant has 180 days after the issuance of the claim denial by the Plan Administrator to submit an appeal in writing. The Participant shall have a reasonable opportunity to appeal the claim denial to the Plan Administrator for a full and fair review. The Participant or their duly authorized representative may:

- request a review on decision by writing to the Plan Administrator and requesting a review on decision (a review on decision is an appeal and must be in writing);
- review pertinent documents; and
- submit issues and comments in writing for consideration by the Plan Administrator.

3. *Review on Decision - Appeal*. Once the Participant (or Dependent as applicable) has submitted a written request for a review on decision, which is an appeal, a decision on the review by the Plan Administrator will be made within the Applicable Appeal Response Period after receipt of a request for review, unless special circumstances require an extension of time for processing the appeal. If the Plan Administrator requires more time, it will provide notice to the Claimant in writing prior to the expiration of the initial Appeal Response Period to state that additional time will be required and the Plan Administrator will provide a reasonable explanation as to the need for additional time.

The Applicable Appeal Response Period and any extension of time is determined under the following Chart:

Benefit	Initial Appeal Response Period	Extension Period
Flexible Spending Account	30 days	15 days
Voluntary Insurance Premium	60 days	60 days
Dependent Care Account	60 days	60 days

4. *Review on Decision - Content*. The decision by the Plan Administrator on the claim will be in writing, written in a manner calculated to be understood by the Participant and will provide:

- the specific reason or reasons for the denial;
- reference to the specific ICHRA Plan provisions on which the denial was based;
- a description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary;
- a description of the ICHRA Plan's review procedures and the time limits applicable to such procedures;
- a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review;
- a statement that the Participant 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 claim; and
- if the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the Participant upon request.

5. The review will take into account all comments, documents, records, and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the ICHRA Plan who is neither the individual who made the adverse determination nor a subordinate of that individual. The review on decision may be made by an external claim processor delegated for such purpose by the Plan Administrator.

(b) Time Periods Strictly Enforced. The periods of time for filing claims under the ICHRA Plan for benefits, for filing an appeal and for responding to an appeal will be strictly enforced. The Claims Procedure is mandatory and must be followed.

(c) Venue and Jurisdiction. The Participant or Dependent must fully follow the Claims Procedure before proceeding with any court action to enforce the terms of the ICHRA Plan. Any action taken with respect to a claim for benefits under the ICHRA Plan that involves court proceedings, must be filed in the jurisdiction and venue of the Employer, regardless of where the Participant or Dependent resides.

Summary – Reimbursement and Claims

Medical Expense Payments. When you have a claim for amounts payable under the ICHRA Plan toward your Integrated Coverage, the Employer will make arrangements to pay it to you, or if applicable, you may submit your claim to the Plan Administrator for payment or reimbursement under this ICHRA Plan.

Forms, Forms, Forms. Your Plan Administrator may have certain forms that you need to fill out to file your claim and may request additional information from you regarding the claim.

Do Not Duplicate Payments. This ICHRA Plan should not pay for a claim that is payable under any other source and should not pay more than you are owed. If a claim is paid in the wrong amount, or changes in your Dependents or age are not implemented correctly, you may be overpaid under the ICHRA Plan. If so, you owe that money back, or future benefits will be modified to make up the difference. In any event, you have to repay any overpayments under the ICHRA Plan.

Reimbursement. If you file a claim that is otherwise paid or payable, or you are overpaid as noted above, you need to reimburse the ICHRA Plan such amounts to restore your account.

Credit or Debit Cards. Some Employers establish credit or debit type cards that have certain amounts credited to them for your use. Your Plan Administrator will provide you with more information on this, if it applies to your ICHRA Plan.

Claims Procedures. In the event that you make a claim for a benefit under the Plan and it is denied, you have a right to file a formal appeal. The procedure is detailed in Section 6.04 and you should be sure to follow that procedure carefully. Each step of the appeal process does require that you write to the Plan Administrator, so make sure you process your claim in writing, not just orally.

Claim Process for Denied Claims. There may be an instance where you have filed a claim and that claim is denied for payment by the Plan Administrator. You should first make inquiry and evaluate the claim denial to see if it is a matter of certain missing information that can be easily corrected.

If it is a denial made after you have submitted your information, you may file an appeal of such decision. A denied claim is called an adverse benefit determination. You should be sure to submit your claim appeal in writing, and follow the timing rules stated in the claims procedure.

You must follow the entire Claims Procedure fully before taking any other action.

ARTICLE VII - PLAN ADMINISTRATION

7.01 Plan Administrator

(a) Designation. The Plan Administrator shall be specified in Section 1.02, Basic ICHRA Plan Information. In the absence of a designation in Section 1.02, the Plan Sponsor shall be the Plan Administrator. If a committee is designated as the Plan Administrator, the committee shall consist of one or more individuals who may be appointed by the Plan Sponsor. The committee may adopt such rules and procedures as it deems desirable. The committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall be the "administrator" as such term is defined in section 3(16) of ERISA, and the Plan Administrator shall have total and complete discretionary power and authority and shall be responsible for the administration of the ICHRA Plan. Participants must adhere to and follow the rules and requirements set forth by the Plan Administrator. The Plan Administrator is granted full discretionary authority under this ICHRA Plan to interpret the ICHRA Plan, to establish rules, policies and procedures under the ICHRA Plan and is granted full discretionary authority to determine all facts, and interpret all provisions of this ICHRA Plan and to make all determinations, decisions and rulings. Determinations by the Plan Administrator are only to be overturned to the extent that a court of competent jurisdiction determines that such Plan Administrator has acted in an arbitrary or capricious fashion with respect to a Claimant or a claim. In the exercise of this discretion, the Plan Administrator is authorized to:

1. make factual determinations, construe and interpret the provisions of the ICHRA Plan, correct defects and resolve ambiguities and inconsistencies therein and supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;
2. determine the amount, form or timing of benefits payable hereunder and the recipient thereof and resolve any claim for benefits in accordance with Article VI;
3. determine the amount and manner of any allocations hereunder;
4. maintain and preserve records relating to the ICHRA Plan;
5. prepare and furnish all information and notices required under applicable law or the provisions of this Plan;
6. prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;
7. hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;
8. determine all questions of the eligibility of Employees and/or Dependents and of the status of rights of same;
9. adjust ICHRA Plan Accounts in order to correct errors or omissions or under or overpayments;
10. determine the validity of any judicial order;
11. retain records on elections and waivers by Participants;
12. supply such information to any person as may be required; and
13. perform such other functions and duties as are set forth in the ICHRA Plan that are not specifically given to any other fiduciary or other person.

(c) Procedures. The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the ICHRA Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of its duties and responsibilities under the ICHRA Plan.

(e) Expenses. All direct expenses of the ICHRA Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Employer.

(f) Delegation of Authority. The Plan Administrator may in its discretion allocate its duties and responsibilities to a third party or person. In such case, such third party or person shall have all rights, duties, and obligations of the Plan Administrator.

7.02 Indemnification

The Employer shall indemnify and hold harmless any person acting on behalf of or assisting the Plan Administrator (and its delegate) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's willful misconduct, self-dealing, or lack of good faith.

7.03 HIPAA Privacy and Portability

HIPAA provides rules that relate to the protection against the unauthorized use or disclosure of “protected health information” (“PHI”) of Participants and Dependents. It is anticipated that based upon the requirement of Integrated Coverage that is individual coverage obtained by the Employee for the Employee and their Dependents, that the Employer will have no access to any PHI. The ICHRA Plan does not require or call for any use or disclosure of PHI and does not provide for any access by the Employer of any PHI. In addition, many employers adopting the ICHRA Plan may not be deeded to be “covered entities” under HIPAA. Accordingly, in the event that the administration of the ICHRA Plan will involve the use or disclosure of PHI, or the ICHRA Plan will be a covered entity under HIPAA, the Employer will reasonably undertake the appropriate HIPAA Policies and Procedures in connection with such administration and operation of the ICHRA Plan.

7.04 Medical Child Support Orders

In the event the ICHRA Plan Administrator receives a medical child support order (within the meaning of ERISA Section 609(a)(2)(B)), the Plan Administrator shall notify the affected Participant and any alternate recipient identified in the order of the receipt of the order and the ICHRA Plan's procedures for determining whether such an order is a qualified medical child support order (within the meaning of ERISA Section 609(a)(2)(A)). Within a reasonable period, the Plan Administrator shall determine whether the order is a qualified medical child support order and shall notify the Participant and alternate recipient of such determination.

7.05 Third Party Recovery and Reimbursement

(a) In General. When a Participant or covered Dependent receives ICHRA Plan benefits that are for any reason reimbursed to the Participant or Dependent by any Workers' Compensation, any statute, any uninsured or underinsured motorist program, any no fault or school insurance program, any other insurance policy or any other plan of benefits, or when related medical expenses that arise through an act or omission of another person are paid by a third party, whether through legal action, settlement or for any

other reason, the Participant shall reimburse the ICHRA Plan for the related ICHRA Plan benefits received out of any funds or monies the Participant recovers from any such third party or third party insurer.

(b) ICHRA Plan Subrogation Rights. The ICHRA Plan is entitled to reimbursement hereunder from any recovery and the ICHRA Plan has full rights of subrogation with respect to all recoveries, causes of actions, or claims that a Participant or covered Dependent may have against any third party. The ICHRA Plan is granted a specific and first right of reimbursement from any payment, amount or recovery from a third party. This right to subrogation applies regardless of the manner in which the recovery is structured or worded, and even if the Participant or covered Dependent has not been paid or fully reimbursed for all of their damages or expenses. The ICHRA Plan's share of the recovery shall not be reduced because the full damages or expenses claimed have not been reimbursed, unless the ICHRA Plan agrees in writing to such reduction. Further, the ICHRA Plan's right to subrogation or reimbursement will not be affected or reduced by the "make whole" doctrine, the "fund" doctrine, the "common fund" doctrine, comparative/contributory negligence, "collateral source" rule, "attorney's fund" doctrine, regulatory diligence or any other equitable defenses that may affect the ICHRA Plan's right to subrogation or reimbursement.

1. *ICHRA Plan Procedures - Subrogation*. The ICHRA Plan may enforce its subrogation or reimbursement rights by requiring the Participant to assert a claim to any of the benefits to which the Participant or a covered Dependent may be entitled. The ICHRA Plan will not pay attorneys' fees or costs associated with the claim or lawsuit without express written authorization from the Plan Administrator. If the ICHRA Plan should become aware that a Participant or covered Dependent has received a third-party payment, amount or recovery and not reported such amount, the ICHRA Plan, in its sole discretion, may suspend all further benefits payments related to the Participant and covered Dependents until the reimbursable portion is returned to the ICHRA Plan or offset against amounts that would otherwise be paid to or on behalf of the Participant or covered Dependents.

2. *Participant Duties and Actions*. By participating in the ICHRA Plan, each Participant and covered Dependent consents and agrees that a constructive trust, lien or an equitable lien by agreement in favor of the ICHRA Plan exists with regard to any settlement or recovery from a third person or party. In accordance with that constructive trust, lien or equitable lien by agreement, each Participant and covered Dependent agrees to cooperate with the ICHRA Plan in reimbursing it for ICHRA Plan costs and expenses. Once a Participant or covered Dependent has any reason to believe that the ICHRA Plan may be entitled to recovery from any third party, the Participant must notify the ICHRA Plan. At that time, the Participant (and the Participant's attorney, if applicable) must sign any requested subrogation/reimbursement agreement that confirms their acceptance of the ICHRA Plan's subrogation rights and the ICHRA Plan's right to be reimbursed for expenses arising from circumstances that entitle the Participant or covered Dependent to any payment, amount or recovery from a third party. If a Participant fails or refuses to execute the required subrogation or reimbursement agreement, the ICHRA Plan may deny payment of any benefits to the Participant or covered Dependent until the agreement is signed. Alternatively, if a Participant fails or refuses to execute the required subrogation or reimbursement agreement and the ICHRA Plan nevertheless pays benefits to or on behalf of the Participant or a covered Dependent, the Participant's acceptance of such benefits shall constitute agreement to the ICHRA Plan's right to subrogation or reimbursement.

3. *No Assignment of Rights*. Each Participant and Dependent consents and agrees that the Participant and covered Dependent shall not assign any rights to settlement or recovery against a third person or party to any other party, including any attorney, without the ICHRA Plan's consent. As such, the ICHRA Plan's reimbursement will not be reduced by attorneys' fees and expenses without express written authorization from the ICHRA Plan.

Summary - Administration

Plan Administrator. The Plan Administrator has broad authority to operate the ICHRA Plan. This authority includes interpretation of the ICHRA Plan documents, determination of procedures, making rules, deciding questions, retaining third parties and others for administration, and supervising any claims. The Plan Administrator has full discretionary authority with respect to all determinations under this ICHRA Plan, including the determination of facts, the interpretation of the ICHRA Plan or its terms, and with respect to all decisions and determinations under this ICHRA Plan. This discretionary authority is to be interpreted in the broadest sense permitted under law.

Assignment. benefits under the ICHRA Plan may not be assigned to anyone else.

Indemnification. The Employer indemnifies certain plan officials including the Plan Administrator. As a Participant in the ICHRA Plan, you and your Dependent as applicable, also indemnify the ICHRA Plan if you are overpaid or make any misrepresentations. This means that if you are overpaid, you owe the money back and if you make a misrepresentation, in addition to any consequence under policies of your Employer, you can lose benefits under the ICHRA Plan.

HIPAA Laws. The HIPAA laws protect your medical information and keep it private. The ICHRA Plan should not include any of your protected health information or that of any Dependent in its operations. The ICHRA Plan may not be a covered entity under the HIPAA law. But, if there is any protected health information that is used or disclosed, or the ICHRA Plan is a covered entity under the HIPAA law, the Employer will undertake efforts to comply with the HIPAA law protections. In such event, the Plan administrator may require that you provide a release for any protected information to be used or disclosed.

Subrogation. In the event that a third-party payor, such as an insurance company or third party involved in an incident, may become liable to pay you for your medical costs or other damages, this ICHRA Plan has broad rights to receive all or part of your recovery to reimburse the ICHRA Plan for amounts that it paid toward your medical care. You have obligations to assist the ICHRA Plan in obtaining such amounts. You should read the rules stated above, carefully, if this applies.

ARTICLE VIII - AMENDMENT AND TERMINATION

8.01 Amendments

The provisions of the ICHRA Plan may be amended in writing at any time and from time to time by the Plan Sponsor.

8.02 Termination

It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the ICHRA Plan at any time for any reason.

Each participating employer, as applicable reserves the right to terminate its participation in this ICHRA Plan. Each such entity constituting the Employer shall be deemed to terminate its participation in the ICHRA Plan if: (i) it is a party to a merger in which it is not the surviving entity and the surviving entity is not an affiliate of another entity constituting the Employer; or (ii) it sells all or substantially all of its assets to an entity that is not an affiliate of another entity constituting the Employer.

Summary - Amendment and Termination

This Plan may be amended or terminated at any time, by the Employer. This right is absolute and any amendment or termination may be made without your consent.

ARTICLE IX - MISCELLANEOUS

9.01 Non-alienation of Benefits

No Participant or Dependent shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments that such Participant or Dependent may expect to receive, contingently or otherwise, under the ICHRA Plan.

9.02 No Right to Employment

Nothing contained in this ICHRA Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

9.03 Funding

Except as otherwise required by law:

(a) Any amount contributed by a Participant and/or the Employer to provide benefits hereunder shall remain part of the general assets of the Employer and all payments of benefits under the ICHRA Plan shall be made solely out of the general assets of the Employer.

(b) The Employer shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Employer may, in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this ICHRA Plan.

(c) No person shall have any rights to, or interest in, any Account other than as expressly authorized in the ICHRA Plan.

9.04 Governing Law

(a) The ICHRA Plan shall be construed in accordance with and governed by the laws of the state or commonwealth where the Plan Sponsor is headquartered, to the extent not preempted by federal law.

(b) The ICHRA Plan hereby incorporates by reference any provisions required by state law to the extent not preempted by federal law.

9.05 Tax Effect

The Employer does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will or will not result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation.

9.06 Severability

If any provision of the ICHRA Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the ICHRA Plan shall be construed and enforced as if such provision(s) had not been included.

9.07 Headings and Captions

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the ICHRA Plan, and shall not be employed in the construction of the ICHRA Plan.

9.08 Gender and Number

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter; the singular shall include the plural; and vice-versa.

Summary - Miscellaneous

Funding. The ICHRA Plan is funded by your Employer.

Law. There are many federal laws that govern how this ICHRA Plan operates and those often are superior to state laws that may apply. The federal laws may apply to you. If state law does apply, it will be the state law where your Employer is headquartered.

ARTICLE X – ADOPTION

10.01 Adoption and Execution

This ICHRA Plan is hereby adopted and approved by the Employer, and is effective as stated herein. This is executed as of this ____ day of ___________, 20__.

NEW AGE HEALTH CARE CORPORATION EMERALD HOME HEALTH / NEW AGE HEALTH CARE LP (HOURLY)

By: ____________________________________

Its: ____________________________________

Exhibit A

ICHRA Maximum Amounts

	>30	30-34	35-39	40-44	45-49	50-54	55-59	60+
Hourly	$100	$100	$100	$100	$150	$200	$250	$300