

UnityPoint Health Adoption Assistance Plan

Effective: May 1, 2022

TABLE OF CONTENTS

Section 1 – Introduction.....	1
1.1 Purpose.....	1
1.2 Effective Date	1
Section 2 – Eligibility	1
Section 3 – Reimbursements.....	1
3.1 Qualified Adoption Expenses	1
3.2 Reimbursement of Qualified Adoption Expenses.....	2
Section 4 – Tax Treatment.....	3
Section 5 – Plan Administration	3
5.1 Plan Administrator	3
5.2 Plan Administration	4
5.3 Amendment, Modifications, or Termination of Plan.....	4
Section 6 – Miscellaneous	4
6.1 Time Away From Work.....	4
6.2 Notification of Employees	4
6.3 Nondiscrimination.....	4
6.4 Controlling Law	5
6.5 Interests Not Transferable.....	5
6.6 Severability	5
6.7 Employment Rights	5

Section 1 – Introduction

1.1 Purpose

UnityPoint Health (“UPH”) has established the UnityPoint Health Adoption Assistance Plan (the “Plan”) for the exclusive benefit of its eligible employees and the eligible employees of any Employers that adopt the Plan. The Plan covers employees of UPH and any Employers. The term “Employer” shall mean an entity which is a member of a controlled group of corporations (as defined under Section 414(b) (c) or (m) of the Internal Revenue Code (the “Code”)) which includes UPH and any trade or business which is under common control (as defined in Code Section 414(c)) with UPH and has adopted the Plan with UPH’s consent (collectively, “Employers”). The purpose of the Plan is to provide financial assistance to eligible employees who wish to adopt a child. It is intended that the Plan meet the requirements for qualification under Code Section 137, and that benefits paid to employees under the Plan be excludable from gross income to the maximum extent allowed under Code Section 137.

1.2 Effective Date

The “Effective date of this Plan is May 1, 2022

Section 2 – Eligibility

Regular full-time and part-time Employees of an Employer who have been employed for at least ninety (90) consecutive calendar days are eligible to participate in the Plan, provided they meet any other eligibility criteria specified by the Employer. An individual who is classified as a leased employee, temporary employee, or independent contractor (or other non-employee classification) shall not be considered an Eligible Employee and shall not be eligible for participation in the Plan, regardless of any subsequent reclassification of such individual as an Eligible Employee or employee of an Employer by the Administrator, an Employer, or any government agency, court, or other third party. Any such reclassification shall not have a retroactive effect for purposes of the Plan.

Eligible Employees may only request reimbursements under this Plan in connection with the adoption of an individual under eighteen (18) years of age (or over eighteen (18) years of age if they are physically or mentally incapable of caring for themselves) (“Eligible Child”). A child of an Eligible Employee’s spouse or domestic partner is not an Eligible Child.

Section 3 – Reimbursements

3.1 Qualified Adoption Expenses

“Qualified Adoption Expenses” are the reasonable and necessary expenses directly related to, and for the purpose of, the adoption of an Eligible Child incurred while an Eligible Employee and not incurred in violation of any state or federal laws. Qualified Adoption Expenses include adoption fees, court costs, reasonable travel costs and attorney fees. However, expenses for the parents or child, including the cost of personal items (clothing, food, etc.), reimbursement of paid-

time-off, or costs related to the expansion or modification of a home are not eligible for reimbursement under the Plan. UPH retains the right to deny benefits under the Plan for any expense, including but not limited to any expense that it deems to have been incurred in an illegal arrangement or that may result in any legal or tax liability to UPH. The Plan will reimburse Eligible Employees for Eligible Adoption Expenses only once the Eligible Child is living in the Eligible Employee's home and the adoption is finalized. No such Eligible Adoption Expense shall be reimbursed by the Plan before the adoption becomes final. In the case of an adoption of a child who is not a citizen or resident of the United States at the time the adoption effort commences, whether the adoption is final shall be determined in accordance with Revenue Procedure 2005-31 (or any superseding guidance). No Eligible Adoption Expenses shall be reimbursed by the Plan on or after the Eligible Employee's termination of employment with the Employers for any reason.

3.2 Reimbursement of Qualified Adoption Expenses

The maximum aggregate amount that an Eligible Employee may be reimbursed for Qualified Adoption Expenses is six thousand dollars (\$6,000), regardless of whether one or both parents are Eligible Employees. Eligible Employees may submit claims in excess of the maximum allowable reimbursement, but the expenses will be reimbursed only up to the six thousand dollars (\$6,000) maximum. Notwithstanding the foregoing, to the extent the terms of the Plan are contrary to the express terms of an applicable collective bargaining agreement, the express terms of the collective bargaining agreement shall govern.

No adoption assistance benefits shall be approved by the Plan Administrator and paid under the Plan unless an Eligible Employee has first submitted a written claim for benefits to the Plan Administrator in a format specified by the Plan Administrator and pursuant to rules and procedures established by the Plan Administrator, and must include itemized receipts or other documentation determined to be acceptable by the Plan Administrator that reflects information necessary to substantiate the claim for reimbursement, including but not limited to:

- (a) information about the identity of the adopted Eligible Child, including birth date, Social Security number or tax identification number (if available), and name;
- (b) amount of the expense;
- (c) date(s) the expense was incurred;
- (d) description of the type of service provided or item purchased;
- (e) identity of the person or entity providing the service for which the expense was incurred; and
- (f) adoption decree or other evidence that the adoption has been finalized.

Claims for reimbursement must be submitted within six (6) months after the date the adoption becomes final and prior to an Eligible Employee's termination of employment with the Employer, subject to such additional rules and procedures as the Plan Administrator may establish. Benefits will only be paid if the claimant is employed by an Employer as of the date of the reimbursement.

Eligible Employees who adopt a special-needs child, as defined in the Instructions to IRS Form 8839, may be able to exclude from income certain amounts in addition to the actual Qualified Adoption Expenses they pay or incur, even though the Employer does not reimburse these so-

called “deemed expenses” under the Plan. For further information, see Instructions to IRS Form 8839.

The Plan Administrator will provide notice in writing if a claim for benefits is denied, and the Administrator will provide a review of that claim if requested. Any claim for benefits will be processed in accordance with procedures established by the Plan Administrator, in its sole discretion. Benefits under the Plan will be paid only if the Plan Administrator decides in its sole discretion that an Eligible Employee is entitled to them. Decisions made by the Plan Administrator are final and binding.

Section 4 – Tax Treatment

Benefits under this Plan are designed to be excludable from gross income to the maximum extent allowable under Code Section 137. However, benefits are subject to both the Social Security and Medicare portions of the Federal Insurance Contributions Act (“FICA”) and federal unemployment tax under the Federal Unemployment Tax Act (“FUTA”) and may be subject to state and/or local taxes in certain states. In addition, Eligible Adoption Expense reimbursements made to an Eligible Employee with modified adjusted gross income above the threshold established under Code Section 137 will be includable, in whole or in part, in the Eligible Employee’s gross income. For 2022, the amount excludable from an Eligible Employee’s gross income begins to phase out under Code Section 137(b)(2)(A) for taxpayers with modified adjusted gross income in excess of \$223,410 and is completely phased out for taxpayers with modified adjusted gross income of \$263,410 or more.

UPH will withhold any applicable federal, state and local taxes, as required by law, from any payments made under the Plan and/or from the Eligible Employee’s regular or any supplemental compensation from the Employers. Payments made under the Plan are not subject to federal income tax withholding. In the case of reimbursed expenses, any FICA and FUTA taxes required to be withheld from benefits under this Plan shall be deducted from those benefits. In the case of any benefits paid directly by the Employer, FICA and FUTA withholding will be deducted from the Eligible Employee’s other compensation in the same calendar year in which the benefits are paid. However, the Employers may choose to reimburse incurred expenses only (and not to pay expenses directly) so that all FICA and FUTA withholding will come out of the benefits paid. If any benefit under this Plan becomes subject to income taxes, any required income tax withholding attributable to the taxable portion of any benefit may be deducted from the Eligible Employee’s other compensation in the same calendar year in which the benefit is provided.

Notwithstanding the foregoing, the tax liability on any payments made under the Plan is the sole responsibility of each Eligible Employee.

Section 5 – Plan Administration

5.1 Plan Administrator

The Plan Administrator of this Plan shall be the Manager, Health and Welfare Benefits of UPH or such officer or employee of UPH as shall be designated by UPH.

5.2 Plan Administration

The Plan shall be administered by the Plan Administrator, who is authorized and empowered to issue uniform rules and adopt forms to be used in carrying out the purposes of the Plan. The Plan Administrator, or its delegate, shall review and validate Qualified Adoption Expenses submitted by Eligible Employees for reimbursement under the Plan and determine all questions arising from the interpretation of the terms and conditions of this Plan.

5.3 Amendment, Modification or Termination of Plan

This Plan may be amended, modified, or terminated at any time by UPH without prior notice to Eligible Employees. However, any Eligible Employee who has submitted documentation of his or her expenses in connection with an adoption – other than a foreign adoption that is not yet final – at the time of such amendment, modification or termination, but has not yet been reimbursed for them, will be reimbursed in accordance with the terms of this Plan. The Plan will automatically terminate if Code Section 137 is repealed.

Section 6 – Miscellaneous

6.1 Time Away From Work

Eligible Employees may take time off from work to care for a newly adopted child in accordance with the provisions of the Family and Medical Leave Act. All approved Leaves of Absences are administered through AbsenceOne. Access the AbsenceOne online portal at AbsenceOne.com/unitypointhealth.

6.2 Notification of Employees

UPH shall communicate in writing the terms and conditions of the Plan to all Eligible Employees, and upon request shall provide each Eligible Employee with a copy of the Plan.

6.3 Nondiscrimination

No more than five percent (5%) of the amounts paid or incurred by an Employer under this Plan for any year may be provided for the class of individuals who are shareholders or owners (or the spouses and dependents of such shareholders or owners), each of whom own more than five percent (5%) of the stock or capital or profits interest in an Employer. For purposes of determining stock ownership, the attribution rules of Code Section 1563(d) and (e) (without regard to Code Section 1563(e)(3)(C)) apply.

The Plan is intended not to discriminate in favor of certain highly compensated employees as defined in Code Section 414(q). If in the judgment of UPH, the operation of the Plan in any year would result in such prohibited discrimination, then UPH shall, in its full discretion, select and exclude from eligibility and/or coverage under the Plan such Eligible Employees as shall be necessary to assure that, in the judgment of the UPH, the Plan does not discriminate.

6.4 Controlling Law

Except to the extent superseded by the laws of the United States, the laws of Iowa shall be controlling in all matters relating to the Plan.

6.5 Interests Not Transferable

No benefit, right, or interest of any Eligible Employee under the Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any liability for, or subject to, the debts, liabilities or other obligations of such person, except as required by the tax withholding provisions of any applicable law. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, garnish, execute, or levy upon, or otherwise dispose of any right to benefits payable hereunder, shall be void.

6.6 Severability

In the event that any provision of the Plan is held to contravene the provisions of the Code or the regulations thereunder, or any other applicable federal or state law, the remaining provisions of the Plan will nonetheless continue in full force and effect, and this Plan will be construed as though any invalid provisions hereunder had not been included herein, as of the earliest date that such invalid provision first came into conflict with the Code or any final regulations issued thereunder, or any other applicable federal or state law.

6.7 Employment Rights

Employment rights of an employee shall not be deemed to be enlarged or diminished by reason of establishment of the Plan, nor shall establishment of the Plan confer upon any employee any right to be retained in the service of an Employer or promoted by an Employer.

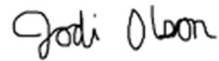
6.8 Recovery of Benefits

In the event an Eligible Employee receives a benefit payment under the Plan which is in excess of the benefit payment which should have been made, the Administrator shall have the right to recover the amount of such excess on behalf of the Plan from such Eligible Employee or other person or organization that received such benefit payments. The Plan Administrator may also, at its option, deduct the amount of such excess from any subsequent benefits payable to, or for, the Eligible Employee.

UnityPoint Health has caused this Plan to be executed this 7th day of April, 2022.

UNITYPOINT HEALTH

By:

A handwritten signature in black ink that reads "Jodi Olson". The signature is written in a cursive, slightly slanted style.

Jodi Olson
Manager, Health & Welfare Benefits