BrightSpring Health Services Short Term Disability Plan - Exempt

BrightSpring Health Services establishes this Short Term Disability Plan (the "Plan") effective January 1, 2024. The purpose of the Plan is to provide short term income protection if you become disabled from a covered injury, sickness or pregnancy as more specifically described herein.

PLAN DOCUMENT
Effective January 1, 2024

SCHEDULE OF BENEFITS

Eligible Class(es) For Coverage:
All Regular Full-time Active Employees of PharMerica and Employees classified as BrightSpring Support Center who are Exempt Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased, seasonal employees and employees working in the State of California.

Full-time Employment means working at least 30 hours per week

Eligibility Waiting Period for Coverage:
The first day of the month following thirty (30) calendar days of employment

Elimination Period: 7 consecutive calendar days

Employee Contributions: Contributions are not required

Benefit Waiting Period
You are eligible for benefits following 7 consecutive calendar days. If You return to Active Work before completing your Waiting Period and then become Disabled, You will have to complete a new Waiting Period.

Maximum Weekly Benefit:
The lesser of:
1) 60% of Your Pre-disability Earnings; or
2) $2,000;

reduced by Other Income Benefits.

Minimum Weekly Benefit:
$20

Maximum Benefit Period
The maximum benefit period is 26 weeks or (182) calendar days.

ELIGIBILITY AND ENROLLMENT

Eligible Employee: All Employees in the class or classes shown in the Schedule of Benefits will be considered Eligible Employees

Eligibility for Coverage:
You will become eligible for coverage on the later of:
1) the Plan Effective Date; or
2) the date on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Benefits, if applicable.

Enrollment: If you are in an eligible class, You will automatically be enrolled by the Company

PERIOD OF COVERAGE

Effective Date: Your coverage will start on the date You become eligible provided You are Actively At Work on that day.

Deferred Effective Date
If You are absent from work due to:
1) accidental bodily injury;
2) Sickness;
3) Mental Illness;
4) Substance Abuse; or
5) pregnancy;

on the date Your coverage, or increase in coverage, would otherwise have become effective, Your coverage, or increase in coverage will not become effective until You are Actively at Work one full day.

Termination of Coverage:
Your coverage will end on the earliest of the following:
1) the date The Company discontinues the Plan;
2) the date You are no longer in an eligible class;
3) the date the Company terminates Your employment;
4) the date You enter the armed forces of any state or country on active duty, except for duty of thirty (30) days or less for training in the Reserves or National Guard;
5) the date You cease to be a Full-time Active Employee in an eligible class for any reason; or
6) the date You exhaust your leave entitlement under the FMLA or Company approved Personal Leave of Absence.

Coverage while Disabled:
If You are Disabled and You cease to be an Active Employee, Your coverage will be continued:
1) while You remain Disabled; and
2) until the end of the period for which You are entitled to receive short term Disability Benefits;

After short term Disability Benefit payments have ceased, Your coverage will be reinstated, provided:
1) You return to work for one full day as a Full-time Active Employee in an eligible class;
2) The Plan remains in force

BENEFITS

Disability Benefit:
If, while covered under this Benefit, You:

1) become Disabled;
2) remain Disabled; and
3) submit Proof of Loss to Us;

We will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
2) any income received from the Company for the period You are Disabled.

Minimum Weekly Benefit:
Your Weekly Benefit will not be less than the Minimum Weekly Benefit shown in the Schedule of Benefits.

Partial Week Payment:
If a Weekly Benefit is payable for less than a week, You will receive pay for 1/5 of the Weekly Benefit for each day You were Disabled.

Recurrent Disability: If, after a period of Disability for which benefits are payable, You resume Your Regular Occupation on a full-time basis and perform each Material and Substantial Duty of that occupation for a continuous period of sixty (60) days or more, any recurrent Disability will be part of a new period of Disability and a new Elimination Period must be completed before any further Weekly Benefits are payable. If You resume Your Regular Occupation on a full-time basis and performs each Material and Substantial Duty of that occupation for less than sixty (60) days, a recurrent Disability will be part of the same period of Disability. The period of time for which You resume Your Regular Occupation as described above will not count toward the Benefit Period. The Benefit Period will resume on the first day of a recurrent Disability.

The recurrent Disability must be the direct result of the Injury or Illness that caused the prior Disability. You will not have to complete a new Elimination Period. Benefit payments will be subject to the terms of the Plan for the prior Disability. The benefit will be based on the amount of Your Pre-Disability Earnings in effect immediately prior to Your original Elimination Period.

Multiple Disabilities: If the subsequent Disability is unrelated to the original Disability and occurs during the Benefit Period for the original Disability, the second Disability will not be considered a separate claim and a new Elimination Period does not need to be satisfied. If the subsequent Disability is unrelated to the original Disability and occurs after You returned to work, the subsequent Disability will be considered a separate claim and a new Elimination Period must be satisfied before Weekly Benefits become payable for the subsequent Disability.

Intermittent Treatment: Illnesses determined by the Claim Administrator to require intermittent treatment on a continuing basis (i.e. chemotherapy, kidney dialysis) shall not be subject to more than one (1) Elimination Period.

Benefits While Partially Disabled: When proof is received that You are Partially Disabled, then the Return to Work Benefit and Partial Disability Benefits apply. Benefits are payable upon completion of the Elimination Period. Partial Disability must be the direct result of the Injury or Illness that caused the Disability immediately preceding it. The Weekly Benefit will be paid on a pro-rata basis at the rate equivalent to the percentage of Partial Disability. The Benefit Period will not be pro-rated based on the percentage of Partial Disability. For every one (1) day You are Partially Disabled, one (1) day will be counted toward the Benefit Period.

1) whether You are made whole;
2) how the recovered funds are characterized; or
3) whether the particular funds recovered are still in Your possession.

Period of Disability means a continuous length of time during which You are Disabled under The Plan.

Termination of Benefits:
Benefit payments will stop on the earliest of:

1) the date You are no longer Disabled;
2) the date You fail to furnish Proof of Disability to the Claim Administrator;
3) the date You are no longer under the Regular Care of a Physician;
4) the date You refuse to undergo a medical examination requested by the Claim Administrator, or You fail to cooperate with an examiner or postpone a required examination more than twice.
5) the date of Your death;
6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
7) the last day benefits are payable according to the Maximum Benefit Period;
8) the date Your Current Weekly Earnings are equal to or greater than 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
9) the date no further benefits are payable under any provision in The Plan that limits benefit duration.
10) The date You commit fraud or intentional misrepresentation on the Plan;
11) The date the Company discontinues the Plan.

EXCLUSIONS AND LIMITATIONS

Exclusions:
The Plan does not cover, and will not pay a benefit for, any Disability:

1) unless You are under the Regular Care of a Physician;
2) that is caused or contributed to by war or act of war, whether declared or not;
3) Active participation in a riot;
4) caused by Your commission of or attempt to commit a felony;
5) caused or contributed to by Your being engaged in an illegal occupation;
6) caused or contributed to by an intentionally self-inflicted Injury;
7) Attempted suicide;
8) Cosmetic surgery unless due to:
    a. Reconstructive surgery incidental to, or following a surgery resulting from trauma, infections or other diseases of the involved part; or
    b. Congenital disease or anomaly that has resulted in a functional defect;
    c. Obesity-related procedures which are not deemed medically necessary; and
    d. Illness or Injury sustained pursuant to acts by a third party tortfeasor.
9) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
10) sustained as a result of doing any work for pay or profit for another employer, including self-employment;
11) for which Your Physician cannot provide a medical diagnosis (i.e. tiredness or pain);
12) Reversal of Sterilization;
13) Visual Correction Surgery;
14) In vitro fertilization;
15) Embryo transfer procedure; or
16) Artificial insemination

However, pregnancies and complication from any of these procedures will be treated as a Sickness

CLAIM PROCEDURES

Initial Notice of Disability: Notice of Disability must be given to the Claim Administrator no later than thirty (30) days after Your Disability begins. The contact information for the Claim Administrator can be found in Appendix A. If notice cannot be given due to no fault of Your own, the Claim Administrator must be notified as soon as it is reasonably possible to do so.

Claim Forms for Proof of Disability: Upon receipt of the Initial Notice of Disability, the Claim Administrator will furnish You with any necessary forms. These forms must be properly, accurately, and truthfully completed and returned to the Claim Administrator. If, for any reason, You do not receive a claim form within 15 days of request, You should submit written proof of Disability. The proof of Disability may include Physician's narrative reports, x-rays and other medical records, along with evidence that You are under Regular Attendance and Care of a Physician. The claim form or proof of Disability **must** show:

a. Your name;
b. the date the Disability started;
c. the cause of Disability; and
d. the nature and extent of the Disability.

The claim form or proof of Disability must be signed by a Physician and sent to the Claim Administrator within 15 calendar days of the Initial Notice of Disability. If it is not possible to give proof within these limits, it must be given as soon as reasonably possible thereafter. Proof of claim may not be given later than 45 days after the time proof is otherwise required.

The Claims Administrator may also periodically send You additional claim forms or requests for additional information necessary to determine eligibility for benefits under the Plan. These subsequent claim forms or requests for additional information must be returned to the Claims Administrator within 15 calendar days after the Participant receives them.

Physical Examination: The Company, at its own expense, has the right to request that You be examined to determine the existence of any Disability that is the basis for a claim. This right may be exercised as often as is reasonably necessary, as determined by the Company, and must be performed by a Physician of the Company's choice.

If You fail to cooperate with such a request or the independent examination determines that You are not Disabled, the Claim Administrator may suspend or terminate Your benefit until proof of claim is submitted and substantiated.

Time of Payment of Claims: When a claim for benefits is approved, benefits payable under the Plan will be paid in accordance with your regular pay cycle.

Payment of Claims: All benefits are payable to You. The Weekly Benefit will be calculated and paid in US dollars, commencing on the first day of Disability after the end of the Elimination Period. The Weekly Benefit amount shall equal sixty percent (60%) of Your Weekly Earnings, not to exceed the Maximum Weekly Benefit of $2,000.00. The Weekly Benefit shall be offset by the total amount of Other Income Benefits You receive during the Benefit Period. If You die before a benefit to which You were entitled is paid, the Company shall pay the earned but unpaid benefits to Your estate. You may supplement their Weekly Benefit with available Paid Time Off, but only to the extent that the total does not exceed 100% of Your Weekly Earnings.

Right to Appeal: If You wish to appeal the Claim Administrator's decision, You are allowed 60 days following receipt of a notification of an adverse benefit determination within which to appeal the determination. You must submit the request in writing and are allowed the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records

and other information relevant to Your claim for benefits. The Claim Administrator's review will take into account all comments, documents, records and other information submitted by You related to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. A final determination will be provided to You within 60 days.

If You do not agree with the final determination of the Claim Administrator, You may submit a written request for review to the Plan Administrator. The contact information for the Plan Administrator can be found in Appendix A.

You may submit with Your request all correspondence from the Claim Administrator and all documentation which You believe supports Your claim. The Plan Administrator shall advise You of its determination within 60 days of receipt of the request for review. The decision of the Plan Administrator shall be final.

The Plan Administrator shall have complete discretion to interpret the provisions of the Plan, make findings of fact, correct errors and supply omissions. All decisions and interpretations of the Plan Administrator made in good faith pursuant to the Plan shall be final, conclusive and binding and may not be overturned unless found by a court to be arbitrary or capricious.

Right of Recovery: If benefits have been received for which You were not entitled to receive under the Plan, then full reimbursement to the Company is required. Such reimbursement is required whether the overpayment is due to intentional or innocent misrepresentations by You, intentional or innocent misrepresentations by an entity supplying the Claim Administrator with information, a claims processing error or miscalculation by the Company or for any other reason. If reimbursement is not made, then the Company has the right, as allowed under law to:

1) reduce future benefits or any amounts payable under the Plan until full reimbursement is made, and
2) recover such overpayments from the Employee

DEFINITIONS

Actively at Work means You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

1) the Company's place of business
2) an alternative place approved by the Company; or
3) A place to which the Company requires you to travel

You will be deemed to be Actively at Work during weekends or Company approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Active Employee means an employee who works for the Company on a regular basis in the usual course of the Company's business. This must be at least the number of hours shown in the Schedule of Benefits.

Claim Administrator means

1) the Administrator;
2) an entity with whom the Company has engaged to provide claim administration services with respect to participant claims; or
3) an entity that is responsible for determining whether a particular claim is covered by the Plan**.**

Company means Res-Care, Inc. d/b/a BrightSpring Health Services, a corporation and any of its affiliates authorized by the Company to participate in the Plan.

Cosmetic Surgery means surgery that is performed to change the texture, shape, or structure of any part of the human body for the purpose of creating a different visual appearance.

Current Weekly Earnings means weekly earnings You receive from:

1) The Company; and
2) other employment;

while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with the Company, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your Average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Current Weekly Earnings also includes the pay You could have received for another job or a modified job if:

1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
2) the requirements of the position were consistent with:
    a. Your education, training and experience; and
    b. Your capabilities as medically substantiated by Your Physician.

Date of Hire means the first day the Employee is Actively At Work in an eligible class

Disabled and Working means that You are prevented by:

1) Injury;
2) Sickness;
3) Mental Illness;
4) Substance Abuse; or
5) pregnancy;

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are more than 20%, but are less than 80% of Your Pre-disability Earnings.

Disability or Disabled means Total Disability or Disabled and Working Disability.

Elimination Period means a period of 7 consecutive calendar days of Disability for which no Disability Benefit is payable. The Elimination Period begins on the first day of Disability.

Employee means any individual who is a full-time, regular Employee of the Company:

1) whose employment with the Company constitutes his principal occupation;
2) who works at that occupation a minimum number of hours shown in the Schedule of Benefits;
3) who is working at the Company's regular place of business which may include an alternative worksite if approved by the Company; and
4) who is not a part-time, temporary, contingent or seasonal employee

Essential Duty means a duty that:

1) is substantial, not incidental;
2) is fundamental or inherent to the occupation; and
3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

Injury means bodily injury resulting:

1) directly from accident; and
2) independently of all other causes;

which occurs while You are covered under The Plan. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

Illness means sickness, bodily disorder or disease, mental illness, normal pregnancy and complications of pregnancy. Complications of pregnancy are defined as concurrent disease or abnormal conditions significantly effecting the usual medical management of pregnancy.

Injury means bodily injury resulting directly from an accident and that occurs independently of all other causes while You are covered under the Plan. This includes all other conditions related to the same Injury sustained by You while covered under the Plan.

Leave of Absence means the Employee is absent from Active Work for a temporary period of time that has been agreed to in advance and in writing by the Company and includes temporary layoffs unless otherwise stated.

Material and Substantial Duties means duties that:

1) are normally required for the performance of Your Regular Occupation; and
2) cannot be reasonably omitted or modified.

Maximum Benefit Duration means the maximum amount of time that benefits will be payable for Disability. This amount of time is stated in the Schedule of Benefits.

Maximum Weekly Benefit means the maximum benefit amount payable to You on a weekly basis as shown in the Schedule of Benefits.

Medical Care is received when a Physician or other health care provider:

1) is consulted or gives medical advice; or
2) recommends, prescribes, or provides Treatment.

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

Military Leave means a leave of absence that is subject to the federal USERRA law, is taken in accordance with the Company's leave policy and federal USERRA law, and does not exceed the period required by that law.

Other Income Benefits means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Plan. This includes any such benefits for which You or Your family are eligible or that are paid to You or Your family, or to a third party on Your behalf, pursuant to any:

1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
4) mandatory "no-fault" automobile insurance plan;
5) disability benefits under:
    a. the United States Social Security Act or alternative plan offered by a state or municipal government;
    b. the Railroad Retirement Act;
    c. the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or

    d. similar plan or act; that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
    a. that begins after You become Disabled; or
    b. that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:
1) takes effect after the date benefits become payable under The Policy; and
2) is a general increase which applies to all persons who are entitled to such benefits.

Treatment includes:
1) medical examinations, tests, attendance or observation; and
2) use of drugs, medicines, medical services, supplies or equipment.

Partial Disability and Partially Disabled means that because of Injury or Illness a Participant cannot perform the Material and Substantial Duties of his Regular Occupation on a full-time basis, but:
1) is under the Regular Attendance and Care of a Physician for that Injury or Illness; and
2) is performing at least one of the Material and Substantial Duties of his Regular Occupation on a part-time basis.

Physician means a person who is:
1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
2) licensed to practice in the jurisdiction where care is being given;
3) practicing within the scope of that license; and
4) not You or Related to You by blood or marriage.

Plan means the BrightSpring Health Services Short-Term Disability Plan, as set forth herein, and as amended from time to time.

Plan Administrator means BrightSpring Health Services except insofar as another person or persons may be specifically designated by the Company, or otherwise provided herein, to manage or administer this Plan or any aspects hereof.

Plan Sponsor means BrightSpring Health Services

Plan Year means the period beginning on January 1, 2020 and ending on December 31, 2020, and each succeeding 12 consecutive month period ending on each December 31 thereafter.

Pre-disability Earnings means Your regular weekly rate of pay not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the last day You were Actively at Work before You became Disabled.

However, if You were an hourly paid Active Employee before You became Disabled, Pre-disability Earnings means the product of:
1) the average number of hours You worked per week, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by:
2) Your hourly wage in effect immediately prior to the last day You were Actively at Work before You became Disabled.

Regular Care of a Physician means that You are being treated by a Physician:
1) whose medical training and clinical experience are suitable to treat Your disabling condition; and

2) whose treatment is:
    a. consistent with the diagnosis of the disabling condition;
    b. according to guidelines established by medical, research, and rehabilitative organizations; and
    c. administered as often as needed;
3) to achieve the maximum medical improvement.

Regular Occupation means a Participant's occupation as it is recognized in the general workplace and according to industry standards, in which the Participant was employed with the Company prior to the Disability and which was the Participant's main source of earned income prior to the Disability. A Participant's occupation does not mean the specific job tasks a Participant does for the Company or at a specific location.

Sickness means a Disability which is:
1) caused or contributed to by:
    a. any condition, illness, disease or disorder of the body;
    b. any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from
2) an accidental ingestion of a contaminated substance;
    a. hernia of any type unless it is the immediate result of an accidental Injury covered by The Policy; or
    b. pregnancy;
3) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:
1) impairments in social and/or occupational functioning;
2) debilitating physical condition;
3) inability to abstain from or reduce consumption of the substance; or
4) the need for daily substance use to maintain adequate functioning.
5) Substance includes alcohol and drugs but excludes tobacco and caffeine.

Total Disability or Totally Disabled means that You are prevented by:
1) Injury;
2) Sickness;
3) Mental Illness;
4) Substance Abuse; or
5) pregnancy; from performing the Essential Duties of Your Occupation, and as a result, You are earning 20% or less of Your Predisability Earnings.

If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are disabled from Your Occupation.

Weekly Benefit means a weekly sum payable to You while You are Disabled, subject to the terms of The Plan.

You or Your means an Active Employee who meets the eligibility definition outlined in the Schedule of Benefits.

ADMINISTRATION OF THE PLAN

Powers and Authority of the Plan Sponsor: The Plan Sponsor shall have the full power and authority to control the administration of the Plan. Such power and authority shall include, but not be limited to, doing or causing to be done the following:

1) to appoint and remove, by written notice to such person, the Claim Administrator, Plan Administrator or successor thereto from to time as it deems necessary; and
2) to provide the Plan Administrator and Claim Administrator with complete and timely information on matters of Employees' compensation, elections and other facts necessary to the Plan Administrator and Claim Administrator's proper performance of its duties.

Powers and Duties of the Plan Administrator: The Plan Administrator shall have full power and authority to control and manage the operation and administration of this Plan. Such power and authority of the Plan Administrator shall include, but not be limited to, doing or causing to be done the following:

1) to furnish Participants with plan documents and other information as required or otherwise deemed proper;
2) to prepare and file any reports, notifications, registrations, and other disclosures required by law;
3) to appoint, retain, employ or otherwise consult with legal counsel, qualified public accountants and other advisors and agents (any of which may be appointed, retained or employed by the Company), and to allocate such responsibilities, powers and authority in the administration of this Plan as deemed necessary or advisable;
4) to determine eligibility of Employees and make other determinations required hereunder in the administration of this Plan and to notify the Participants of the same;
5) to establish and maintain such separate accounts and accountings in respect of each Participant as may be required by the Plan;
6) to interpret this Plan, to promulgate rules regarding the administration of this Plan, to determine all questions regarding eligibility, participation, benefits and coverage, and to control its own proceedings; and
7) to exercise all powers and authority conferred upon it herein, and to perform all acts and exercise all discretion as may be deemed necessary for or incidental to the administration of this Plan as long a consistent with the objectives hereof and the requirements of law.

Delegation of Administrative Responsibilities: Notwithstanding anything to the contrary, the Plan Administrator shall have the power and authority to employ, appoint or otherwise designate such other person or persons (including any office, department of other personnel of the Company) to carry out such of its responsibilities as Plan Administrator under this Plan as the administrator in its sole discretion deems appropriate, and the Plan Administrator may delegate to and otherwise allocate among such other persons as so designated by it any of the power and authority of the administrator hereunder for the operation of this Plan.

Expenses of Administration: All reasonable expenses of administration of the Plan, including any fee of a Claim Administrator, shall be paid by the Company. The fee of any Claim Administrator for its services shall be in such reasonable amount as, from time to time, agreed upon by the Company and such Claim Administrator; provided, that no employee receiving full-time pay from the Company shall be compensated for services as an administrator except as permitted by law.

AMENDMENT AND TERMINATION

Amendment: The Plan Sponsor shall have the right at any time and from time to time to amend, in whole or part, any or all of the provisions of this Plan.

Termination: The Plan Sponsor shall have the right, notwithstanding any other provision contained herein, at any time to terminate this Plan.

MISCELLANEOUS

Non Alienation: The Short Term Disability Benefits payable under this Plan shall not in any way directly or indirectly be assignable, alienable or subject to attachment, execution, garnishment or other legal or equitable process, either voluntarily or involuntarily.

Construction: This Plan shall be construed under the laws of' the State of Kentucky.

Employment Rights: The establishment of this Plan shall not be construed to constitute a contract, agreement or representation of continued employment of any Participant with the Company.

No Guarantee of Tax Consequences: Neither the Plan Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes, or that any other federal, state or local tax treatment will apply to or be available to any Participant.

Payment Responsibility: Short Term Disability Benefits will be paid from the general assets of the Company in accordance with the terms of the Plan. Nothing contained in this Plan shall give a Participant any right, title or interest in any property of the Company.

APPENDIX A – GENERAL INFORMATION

Plan Sponsor

Res-Care, Inc. d/b/a BrightSpring Health Services
805 N. Whittington Parkway
Louisville, KY 40222
800-866-0860

Plan Administrator

Res-Care, Inc. d/b/a BrightSpring Health Services
805 N. Whittington Parkway
Louisville, KY 40222
800-866-0860

Claim Administrator

MetLife

877-729-9201

https://online.metlife.com/edge/web/public/benefits