

NATIONAL HOME HEALTH CARE CORP

SEVERANCE PAY PLAN

As Amended and Restated Effective as of July 17, 2017

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Appendix A

NATIONAL HOME HEALTH CARE CORP.'S
SEVERANCE PAY PLAN

Section 1. Introduction.

The purpose of this Plan is to provide transitional income for eligible employees of National Home Health Care Corp. (“NHHC” or the “Company”), or any participating Affiliated Company for a severance event described in this document. This Plan has been adopted effective July 17, 2017. Affiliated Companies include Accredited Health Services, Inc., Allen Health Care Services Corp., Medical Resources Home Health Care Corp., and New England Home Care, Inc. as well as any other entity determined to be included by the Plan Administrator in its sole discretion.

The Plan provides severance benefits on account of an eligible employee’s termination of employment as part of a Qualifying Event. The Plan Administrator, in its sole discretion, will determine if an employee is an eligible employee and if an employee will be awarded severance pay. If the Plan Administrator determines that an employee will be awarded severance pay, an employee will receive a package describing the terms and conditions of his or her severance pay. Any severance pay payable to an eligible employee will be determined under the terms of the Plan as in effect on the eligible employee’s termination date.

All payments under the Plan will be made from the general corporate assets of the Company for whom the terminating employee last worked. The payments will not be contingent directly or indirectly on the employee retiring.

The Plan is intended to constitute an employee welfare benefit plan under the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, and shall be interpreted and administered accordingly. This document is intended to be both the plan document and summary plan description (“SPD”) for the Plan, and reflects the terms of the Plan in effect as of July 17, 2017. This Plan supersedes and replaces all prior written or unwritten severance pay plans, practices, or programs offered or established by the Company. If the Plan is amended, copies of the amendment and an updated version of the SPD can be obtained from the Plan Administrator.

Section 2. Eligibility.

An employee is eligible to participate in the Plan if he or she is a regular, full-time employee paid on an hourly or salaried basis, does not have an employment contract with the Company, and is not otherwise excluded from the Plan.

The following are not eligible to participate in the Plan: (a) direct care workers, including nurses, physical therapists, occupational therapists, home health aides, and homemakers, (b) an employee who is covered by a collective bargaining agreement; (c) an employee paid on a per diem basis; (d) a part-time employee; (e) an employee who has an employment contract with the Company; and (f) a person who has been designated by the Company as a temporary employee, leased employee, casual worker, intern, contract worker, independent contractor or in a similar classification.

An eligible employee will only be entitled to benefits if the Company determines that the employee will be permanently separated by the Company as the result of any of the following Qualifying Events:

- A substantial, permanent workforce reduction at the Company;
- The elimination of the employee's position with the Company;
- A reorganization of the Company.

An eligible employee will not be entitled to severance pay under this Plan if the employee's separation is the result of:

- The employee's voluntary resignation, retirement or job abandonment;
- The employee's death, disability, or failure to return to work following an approved leave of absence;
- The employee's refusal to accept a position in the Company or an Affiliated Company;
- The loss of a contract or outsourcing or other business transaction, if the employee is offered employment with another employer associated with the transaction;
- The employee's discharge for performance, misconduct, violation of the Company's policies, other conduct considered to be detrimental to the Company, or for other reasons not constituting a Qualifying Event as determined by the Plan Administrator in its sole discretion;
- Such other reasons as the Plan Administrator shall, in its sole discretion, determine to be cause for denying benefits under the Plan.

An employee who chooses not to voluntarily sign a Separation Agreement and General Release in accordance with the terms of this Plan will not be eligible for severance pay.

Section 3. Calculation of Severance Pay.

An eligible employee who is separated as a result of a Qualifying Event shall receive severance pay in accordance with the schedule below, and subject to a maximum benefit of ten (10) weeks' severance, only if the eligible employee voluntarily signs a Separation Agreement and General Release.

Continuous Service with the Company	Severance Pay
Less than one year	0 Weeks Pay
One year but less than two	1 Week Pay

years

Two years but less than three years	2 Weeks Pay
Three years but less than four years	3 Weeks Pay
Four years but less than five years	4 Weeks Pay
Five years but less than six years	5 Weeks Pay
Six years but less than seven years	6 Weeks Pay
Seven years but less than eight years	7 Weeks Pay
Eight years but less than nine years	8 Weeks Pay
Nine years but less than ten years	9 Weeks Pay
Ten or more years	10 Weeks Pay

Notwithstanding the schedule above, eligible employees at the level of Director and above shall receive two weeks of severance pay for each full year of service. No eligible employee will receive more than ten (10) weeks of severance pay.

All severance pay received will be subject to federal state income and employment tax withholding to the extent required by law.

Aside from severance pay, no other benefits are provided or continued under the terms of this Plan. Employees may be entitled, however, to the continuation of certain benefits (such as health insurance) at their expense after termination by law.

For purposes of computing severance pay, service shall be the number of whole years of continuous, uninterrupted service that an eligible employee has attained as of the date of separation. There will be no pro-rata severance pay for partial years of service.

The severance pay shall be calculated on the basis of the base salary or hourly rate in effect just prior to separation and shall not include overtime, shift differentials, bonuses or the value of benefits.

The severance pay may be offset or reduced by any severance, termination or similar payments the Company is required to pay the employee under certain federal, state and local laws, and by any monies owed to the Company by the employee.

The Plan is not intended to duplicate payments required by the Worker Adjustment and Retraining Notification Act ("WARN") (which term shall include, for purposes of this Plan, any similar state statute requiring prior notice of plant closing or mass layoff). Therefore, notwithstanding any of the above, benefits payable under the Plan will be reduced by any amounts required to be paid to you pursuant to WARN, whether or not employees assert such rights.

Section 4. Limitations on Severance Benefits.

As a condition to receiving severance pay under this Plan, an eligible employee must sign and return to the Plan Administrator a Separation Agreement and General Release within the timeframe established by the Plan Administrator, and not revoke the Release during any revocation period required by applicable law (or otherwise permitted by the Plan Administrator). The release will contain such terms, conditions and restrictions as may be determined by the Company (or with the Company's consent, the Employer). Eligible employees who do not wish to sign, or otherwise fail to sign and return timely to the Plan Administrator (before the end of the specified period), or who timely revoke the Separation Agreement and General Release will not be entitled to Severance Pay or any other benefit under this Plan.

Section 5. How Benefits are Paid.

Severance Pay will be paid in a single lump sum (less any required tax or other withholdings) to the eligible employee on the fourteenth (14th) business day following the date of the full execution and return to the Company of the Separation Agreement and General Release (or as soon as administratively feasible thereafter).

Section 6. Acts that May Cause Benefits Under the Plan to End.

As a condition to your receipt and retention of any of the severance pay under this Plan, an eligible employee must return all Company property that is in his or her possession, custody or control. This "property" includes all materials, documents, plans, records, data, or papers or any copies of such documents which in any way relate to the Company's business. This property further includes all tools, telephones, computers, vehicles, credit cards, manuals and any money due to the Company.

As a condition to the receipt and retention of any of the severance pay under this Plan, an eligible employee agrees not to disclose, reveal or release to any third party any technical information, trade secrets or other proprietary information of the Company. An eligible employee further agrees not to solicit business from any of the Company's patients in competition with the Company. If the Plan Administrator determines that an eligible employee has engaged in activities that violate these provisions, it may, in its discretion, terminate the severance pay, if not yet paid, and may initiate proceedings to recover any payment the employee has received.

Section 7. Plan Administration.

The Plan Administrator shall have complete and exclusive discretion and authority to administer all aspects of the Plan. The Plan Administrator's authority shall include full discretionary authority to construe and interpret the provisions of the Plan and to determine all

questions arising in connection with the administration of the Plan, including, but not limited to, questions regarding eligibility for, or the level of benefits payable, under the Plan. The Plan Administrator may delegate to any other persons or organizations any of the Plan Administrator's rights, powers, duties and responsibilities with respect to the operation and administration of the Plan that are permitted to be so delegated under ERISA.

Section 8. Claims Procedure.

- (a) Submitting a Claim. If an employee has any complaint or claim concerning any aspect of the operation or administration of the Plan, he or she must submit the claim to the Plan Administrator or another person designated by the Plan Administrator. Claims must be submitted in writing (or by such other means as may be permitted by the Plan Administrator) and should include a statement of the relief requested and the reasons the relief should be granted. Claims must be submitted within one (1) year of a claimant's Separation from Service. Claimants should include any documentary or other evidence which they believe support the claim.

- (b) Notification of Denial. If a claim is denied in whole or in part, the Plan Administrator (or other decision-maker) will send written notice of the decision within ninety (90) days of the date the claim was received. This 90-day period may be extended for an additional ninety (90) days (or other period permitted by ERISA) by written notice from the Plan Administrator (or other decision-maker). If such an extension is necessary, the claimant will be notified prior to the expiration of the initial determination period of the extension, the reasons for the extension and a date by which the Plan Administrator (or other decision-maker) expects to make a decision. Except as otherwise required by ERISA or other applicable law, if the claim is denied in whole or in part, the Plan Administrator (or other decision-maker) shall provide a written notice to the claimant setting forth the following:
 - (i) The specific reason or reasons for denial;
 - (ii) Reference to specific Plan provisions on which the denial is based;
 - (iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
 - (iv) An explanation of the Plan's review procedures and time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review; and
 - (v) Any other or different information required by ERISA or other applicable law or regulations.

If there is no response to the claim within the 90-day period(s), the claim will be deemed denied and the claimant may request a review of the denial.

- (c) Claims Review Process. If a claim is denied in whole or in part or if the claimant receives no response to the claim, the claimant may appeal the denial to the Plan Administrator (or other person designated by the Plan Administrator) in writing within sixty (60) days of receipt of written notice of denial or sixty (60) days of the expiration of the 90-day response period without a response. In pursuing the appeal, the claimant should submit all evidence and arguments in favor of the claim in writing. To the extent required by law, the claimant (or his or her authorized representative) shall be permitted to (i) submit written comments, documents, records, and other information relating to the claim and (ii) receive, upon request and free of charge, copies of, and reasonable access to, all documents, records, and other Plan information relevant to the claim. The review will take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial denial. If the Plan Administrator (or other decisionmaker) deems it appropriate, a hearing on the claim may be held.
- (d) Decision on Review. Except as otherwise required by ERISA, the Plan Administrator (or other decision-maker) will make a decision on review within sixty (60) days of receipt of the request for review, unless special circumstances require an extension of time. If such an extension is required, a decision will be rendered as soon as possible, but not later than 120 days after receipt of the request for review, and the Plan Administrator (or other decision-maker) will furnish written notice of the extension to the claimant before the end of the original 60-day period stating the reasons for the extension and a date by when the Plan Administrator (or other decision-maker) expects to make a decision. The decision on review will be made in writing and will include:
- (i) The specific reason or reasons for the decision;
 - (ii) Specific references to Plan provisions on which the decision is based;
 - (iii) A statement that the claimant is entitled to receive, upon request and free of charge, copies of, and reasonable access to, all documents, records and other information relevant to the claim;
 - (iv) A statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to receive information about such procedures;
 - (v) A statement of the claimant's right to bring an action under Section 502(a) of ERISA; and
 - (vi) Any other or different information required by ERISA or other law or regulations.
- (e) Finality of Interpretations, Determinations and Decisions. All interpretations, determinations and decisions of the Plan Administrator or other decision-maker with respect to any Plan claim shall be final and conclusive and binding on all interested

parties. No legal action to recover benefits under this Plan may be commenced without prior exhaustion of this administrative claim and review procedure, and no legal action to recover benefits under this Plan may be commenced later than two years from the date of the decision on review (or if the claim is deemed denied for any reason, two years from the date that the deemed denial occurred).

Section 9. General Provisions.

- (a) No Assignment. An employee cannot assign, pledge, or otherwise alienate any rights or benefits payable under the Plan prior to receipt of those benefits. The Plan will not be liable for or subject to the debts, garnishments or other obligations of any employee eligible for benefits under this Plan.
- (b) No Contract of Employment. Nothing in the Plan shall give any employee the right to continued employment, nor shall the Plan prevent any Employer from terminating the employment of any employee at any time for any reason.
- (c) Plan Unfunded. The Plan is intended to be unfunded and all Severance Pay shall be paid from the general assets of the responsible Employer. Any person who is entitled to Severance Pay shall not have any claim against specific assets of the Company or other Employer and shall be only a general creditor of the responsible Employer.
- (d) Forfeitability. Any right to Severance Pay or other benefits under this Plan are forfeitable at all times. The Plan may be amended at any time as provided in subsection (e) to change or eliminate such benefits.
- (e) Plan Amendment or Termination. The Company reserves the right to amend or terminate the Plan at any time, in whole or in part, in any manner and for any reason. Termination or amendment may be prospective or retroactive, as deemed appropriate by the Company. Any change or termination may apply to all or designated classes of employees, including former employees. Upon termination of the Plan, the Company shall have no further liability hereunder, and (except as otherwise provided by the Company) all Plan benefits (including any amounts payable to employees who separated from service before the date of Plan termination) shall cease.
- (f) Governing Law. The provisions of this Plan shall be construed and interpreted in accordance with the laws of the State of New York, except to the extent such laws are superseded by ERISA. To the extent applicable, the Plan is intended to comply with the distribution and other applicable requirements of Section 409A of the Internal Revenue Code (“Section 409A”) and shall be interpreted and applied consistently with the requirements of Section 409A, as applicable.
- (g) Taxation of Benefits. The Employers make no representations concerning tax treatment of Severance Pay under federal, state or local laws. The applicable Employer will withhold any income or other taxes it determines is required by law to withhold, including FICA taxes. Employees are solely responsible and liable for the satisfaction of any taxes that may arise with respect to Severance Pay or other Plan benefits (including any taxes under Section 409A), except as otherwise specifically

provided in the Release or required by law. Neither the Company nor any of its employees, officers, directors or service providers shall have any obligation whatsoever to pay such taxes, to prevent employees from incurring them, or to mitigate or protect employees from any such tax liabilities.

- (h) Compliance with Code Section 409A. Although the Company intends and expects that the Plan will be exempt from Section 409A, neither the Employers nor their employees, directors or any agents shall have any obligation to hold an employee harmless from any or all such taxes. The Company shall have complete discretion to interpret and construe this Plan and associated documents in any manner that establishes an exemption from, or otherwise conforms them to, the requirements of Section 409A. Notwithstanding anything in the Plan to the contrary, if any amount that becomes due under the Plan on account of an employee's termination of employment constitutes "nonqualified deferred compensation" within the meaning of Section 409A, payment of such amount shall not commence until the employee incurs a "separation from service" within the meaning of Treas. Reg. §1.409A-1(h) and such amount shall otherwise be paid in accordance with the requirements of Section 409A.

Section 10. ERISA Information About the Plan.

Name of Plan: The full name of the Plan is the National Home Health Care Corp. Severance Pay Plan. The Plan is a component of the National Home Health Care Corp. Welfare Plan.

Plan Identification No.:

Plan Sponsor: National Home Health Care Corp.
136 Berlin Road
Cromwell, Connecticut 06416

Employer Identification Number (EIN) for Plan Sponsor: 222981141

Type of Plan: The Plan is an employee welfare benefit plan as defined in ERISA Section 3(1) and a severance pay plan as defined in 29C.F.R. § 2510.3-2(b).

Type of Administration: Self-administration by plan sponsor.

Funding: The Plan is funded solely by the plan sponsor and its Affiliated Companies. Benefits under the Plan are paid as needed for the general assets of the plan sponsor and its Affiliated Companies.

Claims Administration: National Home Health Care Corp.
ATTN: Patricia Bradford
136 Berlin Road
Cromwell, Connecticut 06416
pbradford@nhhc.net

Plan Administrator: National Home Health Care Corp.
ATTN: Patricia Bradford
136 Berlin Road
Cromwell, Connecticut 06416
pbradford@nhhc.net

Agent for Service of Process: Lakshu Sundaram
136 Berlin Road
Cromwell, Connecticut 06416

Plan Year: The Plan Year is the calendar year.

Section 11. Statement of ERISA Rights

The following statement is required by federal law and regulation.

All participants in the National Home Health Care Corp. Severance Pay Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information about the Plan and Benefits

Specifically, ERISA entitles all plan participants to:

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

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

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done and have the right to obtain copies of documents relating to the decision, without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plans money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

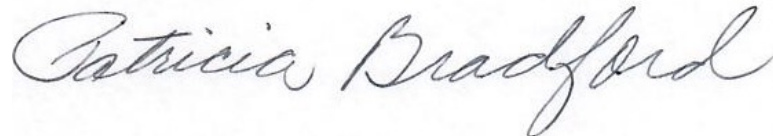
Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Executed effective July 17, 2017.

NATIONAL HOME HEALTH CARE CORP.

A handwritten signature in cursive script that reads "Patricia Bradford". The signature is written in black ink and is centered on the page.

Name: Patricia Bradford

Title: EVP People and Culture