SCOPE:
Applies to all regular active Full-time and Part-time employees after completing 90 days of continuous service.

PURPOSE: To help attract and retain the best talent and reward employees, HCA Healthcare and its affiliates provide the Student Loan Assistance Program (“the Program”) supplemental monthly payment to as assistance to employees who have already achieved their educational goals.

The Program is administered through EdAssist, a third-party partner, and is intended to provide supplemental payments directly to the service provider of the loan, for qualified student education loans as set forth below.

DEFINITIONS:
Accreditation: A process of external assessment that reviews colleges, universities, and programs to ensure acceptable levels of quality established by national and regional accrediting organizations.

Eligible Expenses must be Qualified Higher Education Expense: Cost of attendance (as defined in section 472 of the Higher Education Act of 1965, 20 U.S.C. 1087II) at an eligible educational institution.

Ineligible Expenses: Expenses such as late fees; installment plan / deferred payment fees; Direct Parent PLUS Loans; loans not in the employee name; other methods of refinance such as home equity lines used to repay education; other methods of repayment such as funds from 403(b), 401(k) or other retirement accounts.

Qualified U.S. Based Education Loan: Inclusive of loan types which require lenders/servicers to be in the United States. Includes:
U.S. federal student loans funded by the federal government.
U.S private student loans; these loans are nonfederal loans, made by a lender such as a bank, credit union, state agency or a school.

PROGRAM ELIGIBILITY GUIDELINES:

Employee Eligibility:
Active Full-time and Part-time employees of an HCA-Affiliated Employer (Affiliated Employer) who have completed ninety (90) days of continuous service are eligible to participate in the Program.

If, during participation in the Program, the employee is involved in a disciplinary event that includes suspension (with the exception of investigatory suspension), termination of employment, or transfer to an ineligible benefit status (i.e., a leave of absence, change to PRN status, etc.), such events may render
the employee ineligible for payment for the period in which the event occurred. Additionally, employees who receive a disciplinary suspension will be ineligible for payments under the Program for a period of six (6) months from the date of the infraction that resulted in the suspension; reference Discipline, Counseling, and Corrective Action policy.

**Loan Eligibility**

In order for a loan to be eligible for repayment, the loan must meet all of the following criteria:

- The loan applies to a completed degree from a regionally or nationally accredited institution;
- The loan is a qualified U.S.-based education loan, such as:
  - Federal Perkins Loans;
  - Private Student Loans;
  - Subsidized Stafford Loans (FFELP/Direct);
  - Unsubsidized Stafford Loans (FFELP/Direct);
  - Health Professional Loans;
  - Grad PLUS Loans (FFELP/Direct);
  - Student Consolidation Loans;
  - Student Refinance Loans;
- State Loans
- The loan was borrowed by the employee and in the employee’s name;
- The loan is in active repayment and not currently in deferment, default, or forbearance;
- The loan was attributable to education furnished during a period the recipient was an eligible student.
- The loan was obtained while the participant was a student; loans taken out after graduation are not eligible.
- Expenses defined as Ineligible Expenses, above, are not eligible for repayment under the Program.

Employees may be enrolled in the Program and receive Tuition Reimbursement through the Tuition Program Reimbursement at the same time, provided that they meet the eligibility requirements for each program.

**PROGRAM ADMINISTRATION**

**Application Process:**

In order to apply for participation in the Program, log on to HCAhrAnswers.com, click on Total Rewards, then Education Assistance, then click EdAssist. After completing the application, EdAssist will review the application and documentation for eligibility. Employees will be notified via email regarding the status of the application request.
In order to apply, Employees must have all of the following documentation:
- Employee name;
- Loan account number, “other” or sub-loan account number, if applicable;
- Loan servicer(s) name;
- Loan Type;
- Payment due date;
- Proof of loan payment, such as monthly payment receipt;
- Proof-of-graduation documentation, including at least one of the following
  - Copy of transcript;
  - Copy of diploma;
  - Graduation certificate
- Required monthly payment amount
- Total loan balance

**Amount of Coverage:** An Affiliated Employer will make monthly payments in the amount of $150 per month for eligible Full-Time Employees and $75 per month for eligible Part-Time Employees. The amounts are subject to change and the program could be canceled at any time. Payment is made directly to the loan service provider, identified by the employee, as a supplemental payment to assist employees with paying down student loan debt.

**Payment Methodology:** Payments under the Program will be made directly to the loan servicer(s) identified at the time of application. Payments will begin from the date of enrollment in the program. Retroactive payments will not be made. Inquiries regarding total balances, payments received, etc., should be directed to the loan servicer(s). Employees must work with their loan service provider to instruct them to applying the supplemental payments to the principle balance.

**Tax Implications:** Student loan payments will be taxable to the participating employee as required by the Internal Revenue Code (“IRC”). All payments made under the Program will be reported on the participating employees’ Form W-2 for the prior plan year. Taxable amounts will be passed monthly to payroll and employees will incur withholdings on the loan payment amounts, which are charged at the Supplemental Rate. All associated taxes are the responsibility of the participating employee.

**EMPLOYEE RESPONSIBILITIES & REQUIREMENTS:**

**Continued Payment; Audits for Compliance:** Employees participating in the Program must make regular, required monthly payment(s) toward their loan(s) as outlined by the terms of the loan(s).
<table>
<thead>
<tr>
<th>DEPARTMENT: Human Resources</th>
<th>POLICY DESCRIPTION: Student Loan Assistance Program Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE: 4 of 4</td>
<td>REPLACES POLICY DATED: NA (New Policy)</td>
</tr>
<tr>
<td>EFFECTIVE DATE: May 1, 2019</td>
<td>REFERENCE NUMBER: HR.TR.028</td>
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Failure to continue making such payments, or the loan otherwise going into deferment, default, or forbearance may render the employee ineligible for continued participation in the Program. EdAssist may conduct monthly or random audits to ensure that the loan is in good standing and that the employee is meeting all obligations under this Program prior to remitting the employer contribution. Application of Payments: Payments made to loan service providers will, by default, be applied to the loan’s amortization schedule unless otherwise directed. If the Employee wishes to apply payments under the Program directly to the loan principal, the Employee must provide written instructions to the loan service provider. For more information and Frequently Asked Questions, access the Bright Horizon EdAssist Solutions portal by logging into HCAhrAnswers, choosing “Total Rewards,” selecting the “Educational Assistance” icon, and clicking the link for EdAssist. Once on the Bright Horizon portal, select “Student Loan” and then “Understanding Your Student Loan Repayment Benefit.”

Late Fees and Penalties: Any late fees or penalties incurred by the employee related to the loan are Ineligible Expenses and are the sole responsibility of the employee.

**DISCLOSURE:**

Certain employees are not eligible to participate in these programs. This may include employees covered by a collective bargaining agreement (unless their CBA permits participation), certain employed physicians and certain employees of a partnership. If there is any conflict between the information in this policy and a Collective Bargaining Agreement (CBA), the CBA prevails for covered employees.

This policy and Program could be cancelled or changed at any time.

**REFERENCED POLICIES:**

**WORK INSTRUCTIONS:**

**PROCESS MAPS:**