

## Leidos Benefits Summary Plan Description

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### Plan Information

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*Note: This document does not constitute the full Summary Plan Description (SPD) for your Leidos Health and Welfare Benefit Plan. Read the applicable benefits booklets/summaries with this document for Plan details and the complete SPD for your Plan. Unless otherwise noted, if there is a conflict between a specific provision under the plan document and a benefits booklet/summary (or this document), the plan document controls. If the plan document is silent on a specific issue, then the SPD controls that issue, except where the SPD refers to a benefits booklet/summary, in which case the benefits booklet/summary controls. If both the plan document and the SPD are silent, the terms of the applicable benefits booklet/summary controls.*

This section describes Plan provisions and/or regulations that are applicable to most or all of the Leidos Plans. These provisions and/or regulations include:

- **Employee Retirement Income Security Act of 1974 (ERISA)**
- **Qualified Medical Child Support Orders (QMCSOs)**
- **Children's Health Insurance Program (CHIP)**
- **Claims Appeal and Review Procedures Under ERISA**
- **Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)**
- **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**
- **Women's Health and Cancer Rights Act (WHCRA); Newborns' and Mothers' Health Protection Act (NMHPA)**
- **Additional Information Regarding Coordination of Benefits**

### Employee Retirement Income Security Act of 1974 (ERISA)

The Employee Retirement Income Security Act of 1974 (ERISA) requires plans to include in their SPDs a notice outlining participants' and beneficiaries' rights. Leidos has developed its own notice, based on the model language provided by the Department of Labor, modified as necessary to be more understandable, but which still includes the information required under ERISA.

### ERISA Rights Statement

Participants in the plans are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) with respect to the benefits indicated as covered by ERISA (see *Plan Administrative Information*). ERISA provides that all plan participants shall be entitled to:



## Receive Information About the Plan and Benefits

Participants may examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements 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 Benefit Security Administration.

Participants may:

- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPDs, including the ERISA Rights Statement. 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.

## Continuation of Group Health Plan Coverage

ERISA also provides that all plan participants shall be entitled to:

- Continue health care coverage for the participant, participant's spouse and/or participant's dependents if there is a loss of coverage under the plan as a result of a qualifying event. Participants and their dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation coverage rights.

## 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 plan. The people who operate the Plan, called plan fiduciaries, have a duty to do so prudently and in the interest of all plan participants and beneficiaries. No one, including the participant's employer, union, or any other person, may fire the participant or otherwise discriminate against him or her in any way to prevent his or her obtaining a welfare benefit or exercising his or her rights under ERISA.

## Enforcement of Participants' Rights

If a **claim** for a welfare benefit is denied or ignored, in whole or in part, the participant has a right to know why this was done, 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 the participant can take to enforce the above rights. For instance, if



the participant requests a copy of plan documents or the latest annual report from the plan and does not receive it within 30 days, the participant may file a suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and may also order the plan administrator to pay the participant up to \$110 a day until the participant receives the materials, unless the materials were not sent because of reasons beyond the administrator's control.

If the participant has a claim for benefits which is denied or ignored, in whole or in part, the participant may file suit in a state or federal court. In addition, if the participant disagrees with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, the participant may file suit in federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if the participant is discriminated against for asserting his or her rights, the participant may seek assistance from the U.S. Department of Labor or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the participant is successful, the court may order the person the participant has sued to pay these costs and fees. If the participant loses, the court may order the participant to pay these costs and fees — for example, if it finds that the participant's claim is frivolous.

### **Assistance with Questions**

If the participant has questions about the plan, the participant should contact the plan administrator. If the participant has any questions about this ERISA Rights Statement or about their rights under ERISA, or if the participant needs assistance in obtaining documents from the plan administrator, the participant should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. The participant may also obtain certain publications about rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

### **Eligibility**

A participant must satisfy the eligibility requirements under a particular component benefit program to receive benefits under that program. Certain individuals related to the participant, such as a spouse or your dependents, may be eligible for coverage under certain component benefit programs. To determine whether a participant or their family members are eligible to participate in a component benefit program, please read the eligibility information contained in the applicable component benefit program documents.



## Qualified Medical Child Support Orders (QMCSOs)

A QMCSO is a legal judgment, decree or order issued either by a court of competent jurisdiction or through an administrative process established under state law which has the force and effect of law in that state. A QMCSO recognizes the rights of a child to coverage for health care benefits. Under a medical child support order, the court or administrative agency directs the plan administrator to cover the participant's child for benefits under the medical, dental, and/or vision Plans, if available.

Federal law provides that a Medical Child Support Order must meet certain form and content requirements in order to be a QMCSO. When an order is received, each affected participant and each child (or the child's representative) covered by the order will be given notice of the receipt of the order. Coverage under the Plan pursuant to a QMCSO won't become effective until the plan administrator determines that the order is a QMCSO. You may obtain a copy of Leidos' procedures for QMCSO determinations, free of charge, by contacting the plan administrator.

## Mid-Year Enrollment: HIPAA Special Enrollment Events

Under the Health Insurance Portability and Accountability Act (HIPAA), if you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your or your dependents' other coverage). However, you must request enrollment within 31 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, the participant has 31 days following marriage or the birth, adoption, or placement for adoption of a child to request to enroll a dependent. The participant does not have to provide any medical or health information to enroll a dependent.

## Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs, but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).



If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a special enrollment opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the U.S. Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call **1-866-444-EBSA (3272)**.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2026. Contact your State for more information on eligibility.

<b>ALABAMA – Medicaid</b>	<b>ALASKA – Medicaid</b>
Website: <a href="http://myalhipp.com/">http://myalhipp.com/</a> Phone: 1-855-692-5447	The AK Health Insurance Premium Payment Program Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a> Phone: 1-866-251-4861 Email: <a href="mailto:CustomerService@MyAKHIPP.com">CustomerService@MyAKHIPP.com</a> Medicaid Eligibility: <a href="https://health.alaska.gov/dpa/Pages/default.aspx">https://health.alaska.gov/dpa/Pages/default.aspx</a>
<b>ARKANSAS – Medicaid</b>	<b>CALIFORNIA – Medicaid</b>
Website: <a href="http://myarhipp.com/">http://myarhipp.com/</a> Phone: 1-855-MyARHIPP (855-692-7447)	Health Insurance Premium Payment (HIPP) Program Website: <a href="http://dhcs.ca.gov/hipp">http://dhcs.ca.gov/hipp</a> Phone: 916-445-8322 Fax: 916-440-5676 Email: <a href="mailto:hipp@dhcs.ca.gov">hipp@dhcs.ca.gov</a>
<b>COLORADO – Health First Colorado (Colorado’s Medicaid Program) &amp; Child Health Plan Plus (CHP+)</b>	<b>FLORIDA – Medicaid</b>
Health First Colorado Website: <a href="https://www.healthfirstcolorado.com/">https://www.healthfirstcolorado.com/</a> Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: <a href="https://hcpf.colorado.gov/child-health-plan-plus">https://hcpf.colorado.gov/child-health-plan-plus</a> CHP+ Customer Service: 1-800-359-1991/ State Relay 711 Health Insurance Buy-In Program: (HIBI): <a href="https://www.mycohibi.com/">https://www.mycohibi.com/</a> HIBI Customer Service: 1-855-692-6442	Website: <a href="https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html">https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html</a> Phone: 1-877-357-3268



<p align="center"><b>GEORGIA – Medicaid</b></p> <p>GA HIPP Website: <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</a>  Phone: 678-564-1162, Press 1  GA CHIPRA Website:  <a href="https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra">https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra</a>  Phone: (678) 564-1162, Press 2</p>	<p align="center"><b>INDIANA – Medicaid</b></p> <p>Health Insurance Premium Payment Program  All other Medicaid  Website: <a href="https://www.in.gov/medicaid/">https://www.in.gov/medicaid/</a>  <a href="http://www.in.gov/fssa/dfr/">http://www.in.gov/fssa/dfr/</a>  Family and Social Services Administration  Phone: 1-800-403-0864  Member Services Phone: 1-800-457-4584</p>
<p align="center"><b>IOWA – Medicaid and CHIP (Hawki)</b></p> <p>Medicaid Website:  <a href="https://dhs.iowa.gov/ime/members">https://dhs.iowa.gov/ime/members</a>  Medicaid Phone: 1-800-338-8366  Hawki Website:  <a href="http://dhs.iowa.gov/Hawki">http://dhs.iowa.gov/Hawki</a>  Hawki Phone: 1-800-257-8563  HIPP Website:  <a href="https://hhs.iowa.gov/medicaid/plans-programs/fee-service/health-insurance-premium-payment-program">https://hhs.iowa.gov/medicaid/plans-programs/fee-service/health-insurance-premium-payment-program</a>  HIPP Phone: 1-888-346-9562</p>	<p align="center"><b>KANSAS – Medicaid</b></p> <p>Website: <a href="https://www.kancare.ks.gov/">https://www.kancare.ks.gov/</a>  Phone: 1-800-792-4884  HIPP Phone: 1-800-967-4660</p>
<p align="center"><b>KENTUCKY – Medicaid</b></p> <p>Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:  <a href="https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx">https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx</a>  Phone: 1-855-459-6328  Email: <a href="mailto:KIHIPP.PROGRAM@ky.gov">KIHIPP.PROGRAM@ky.gov</a>  KCHIP Website: <a href="https://kynect.ky.gov">https://kynect.ky.gov</a>  Phone: 1-877-524-4718  Kentucky Medicaid Website:  <a href="https://chfs.ky.gov/agencies/dms">https://chfs.ky.gov/agencies/dms</a></p>	<p align="center"><b>LOUISIANA – Medicaid</b></p> <p>Louisiana Medicaid Website:  <a href="https://www.ldh.la.gov/healthy-louisiana">https://www.ldh.la.gov/healthy-louisiana</a>  Medicaid Customer Service Line: 1-888-342-6207  Louisiana Medicaid email: <a href="mailto:healthy@la.gov">healthy@la.gov</a>  Louisiana Health Insurance Premium Program (LaHIPP)  Website: <a href="https://www.ldh.la.gov/lahipp">https://www.ldh.la.gov/lahipp</a>  LaHIPP phone: 1-877-697-6703  LaHIPP email: <a href="mailto:La.HIPP@la.gov">La.HIPP@la.gov</a></p>
<p align="center"><b>MAINE – Medicaid</b></p> <p>Enrollment Website:  <a href="https://www.mymaineconnection.gov/benefits/s/?language=en_US">https://www.mymaineconnection.gov/benefits/s/?language=en_US</a>  Phone: 1-800-442-6003  TTY: Maine relay 711  Private Health Insurance Premium Webpage:  <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a>  Phone: 1-800-977-6740  TTY: Maine relay 711</p>	<p align="center"><b>MASSACHUSETTS – Medicaid and CHIP</b></p> <p>Website: <a href="https://www.mass.gov/masshealth/pa">https://www.mass.gov/masshealth/pa</a>  Phone: 1-800-862-4840  TTY: 711  Email: <a href="mailto:masspremassistance@accenture.com">masspremassistance@accenture.com</a></p>
<p align="center"><b>MINNESOTA – Medicaid</b></p> <p>Website: <a href="https://mn.gov/dhs/health-care-coverage/">https://mn.gov/dhs/health-care-coverage/</a>  Phone: 1-800-657-3672</p>	<p align="center"><b>MISSOURI – Medicaid</b></p> <p>Website:  <a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</a>  Phone: 573-751-2005</p>
<p align="center"><b>MONTANA – Medicaid</b></p> <p>Website:  <a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a>  Phone: 1-800-694-3084  Email: <a href="mailto:HSHIPPProgram@mt.gov">HSHIPPProgram@mt.gov</a></p>	<p align="center"><b>NEBRASKA – Medicaid</b></p> <p>Website: <a href="http://www.ACCESSNebraska.ne.gov">http://www.ACCESSNebraska.ne.gov</a>  Phone: 1-855-632-7633  Lincoln: 402-473-7000  Omaha: 402-595-1178</p>



<b>NEVADA – Medicaid</b>	<b>NEW HAMPSHIRE – Medicaid</b>
Medicaid Website: <a href="http://dhcfp.nv.gov">http://dhcfp.nv.gov</a> Medicaid Phone: 1-800-992-0900	Website: <a href="https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program">https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program</a> Phone: 603-271-5218 Toll free number for the HIPP program: 1-800-852-3345, ext. 15218 Email: <a href="mailto:DHHS.ThirdPartyLiabi@dhhs.nh.gov">DHHS.ThirdPartyLiabi@dhhs.nh.gov</a>
<b>NEW JERSEY – Medicaid and CHIP</b>	<b>NEW YORK – Medicaid</b>
Medicaid Website: <a href="http://www.state.nj.us/humanservices/dmahs/clients/medicaid/">http://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a> Medicaid Phone: 1-800-356-1561 CHIP Premium Assistance Phone: 609-631-2392 CHIP Website: <a href="http://www.njfamilycare.org/index.html">http://www.njfamilycare.org/index.html</a> CHIP Phone: 1-800-701-0710	Website: <a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a> Phone: 1-800-541-2831
<b>NORTH CAROLINA – Medicaid</b>	<b>NORTH DAKOTA – Medicaid</b>
Website: <a href="https://medicaid.ncdhhs.gov/">https://medicaid.ncdhhs.gov/</a> Phone: 919-855-4100	Website: <a href="https://www.hhs.nd.gov/healthcare">https://www.hhs.nd.gov/healthcare</a> Phone: 1-844-854-4825
<b>OKLAHOMA – Medicaid and CHIP</b>	<b>OREGON – Medicaid and CHIP</b>
Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a> Phone: 1-888-365-3742	Website: <a href="http://healthcare.oregon.gov/Pages/index.aspx">http://healthcare.oregon.gov/Pages/index.aspx</a> Phone: 1-800-699-9075
<b>PENNSYLVANIA – Medicaid and CHIP</b>	<b>RHODE ISLAND – Medicaid and CHIP</b>
Website: <a href="https://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html">https://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html</a> Phone: 1-800-692-7462 CHIP Website: <a href="http://www.pa.gov/childrens-health-insurance-program">Children's Health Insurance Program (CHIP) (pa.gov)</a> CHIP Phone: 1-800-986-KIDS (5437)	Website: <a href="http://www.eohhs.ri.gov/">http://www.eohhs.ri.gov/</a> Phone: 1-855-697-4347, or 401-462-0311 (Direct Rlte Share Line)
<b>SOUTH CAROLINA – Medicaid</b>	<b>SOUTH DAKOTA - Medicaid</b>
Website: <a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a> Phone: 1-888-549-0820	Website: <a href="http://dss.sd.gov">http://dss.sd.gov</a> Phone: 1-888-828-0059
<b>TEXAS – Medicaid</b>	<b>UTAH – Medicaid and CHIP</b>
Website: <a href="http://www.texas.gov/health-insurance-premium-payment-program">Health Insurance Premium Payment (HIPP) Program   Texas Health and Human Services</a> Phone: 1-800-440-0493	Utah's Premium Partnership for Health Insurance (UPP) Website: <a href="https://medicaid.utah.gov/upp/">https://medicaid.utah.gov/upp/</a> Email: <a href="mailto:upp@utah.gov">upp@utah.gov</a> Phone: 1-888-222-2542 Adult Expansion Website: <a href="https://medicaid.utah.gov/expansion/">https://medicaid.utah.gov/expansion/</a> Utah Medicaid Buyout Program Website: <a href="https://medicaid.utah.gov/buyout-program/">https://medicaid.utah.gov/buyout-program/</a> CHIP Website: <a href="https://chip.utah.gov/">https://chip.utah.gov/</a>
<b>VERMONT – Medicaid</b>	<b>VIRGINIA – Medicaid and CHIP</b>
Website: <a href="http://www.vermont.gov/health-insurance-premium-payment-program">Health Insurance Premium Payment (HIPP) Program   Department of Vermont Health Access</a> Phone: 1-800-250-8427	Website: <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select">https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select</a> <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs">https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs</a> Medicaid/CHIP Phone: 1-800-432-5924



WASHINGTON – Medicaid	WEST VIRGINIA – Medicaid and CHIP
Website: <a href="https://www.hca.wa.gov/">https://www.hca.wa.gov/</a> Phone: 1-800-562-3022	Website: <a href="https://dhhr.wv.gov/bms/">https://dhhr.wv.gov/bms/</a> <a href="http://mywvhipp.com/">http://mywvhipp.com/</a> Medicaid Phone: 304-558-1700 CHIP Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
WISCONSIN – Medicaid and CHIP	WYOMING – Medicaid
Website: <a href="https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm">https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm</a> Phone: 1-800-362-3002	Website: <a href="https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/">https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/</a> Phone: 1-800-251-1269

To see if any other states have added a premium assistance program since January 31, 2026, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
 Employee Benefits Security Administration  
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)  
 1-866-444-EBSA (3272)

U.S. Department of Health and Human Services  
 Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)  
 1-877-267-2323, Menu Option 4, Ext. 61565

## Claims and Appeals Review Procedure Under ERISA

This section provides general information about the claims and appeals procedures applicable to the Plan under ERISA:

- Disability Plan Claims
- Non-Disability Welfare Plan Claims

**Please note:** Participants should also review the applicable benefit plan document. In the event of a conflict between the applicable benefit plan document and this SPD, the terms of the benefit plan document will prevail.

### Filing Claims & Appeals

#### Claims for Eligibility Determinations

You must file any claims to establish your eligibility to participate in the Plan with Leidos by contacting the plan administrator.

If you have a claim related to a specific coverage, treatment or benefit, even if your question relates to eligibility for Plan benefits, follow the instructions and procedures for Claims for Benefits below.

#### Claims For Benefits: Deadline to File Claims

Unless otherwise provided in the applicable benefits plan document (or related summary), you must file a claim for benefits within twelve (12) months following the date the service was rendered. You should file



your claim for benefits with the applicable claims administrator, as identified in the applicable benefits plan document (and/or related summary).

### Claims for Benefits: Initial Claims

Unless otherwise provided in the applicable benefits plan document (or related summary), your claim for benefits will be processed under the procedures described below. Self-funded benefits will be decided by the applicable claims administrator, and insured benefits will be decided by the applicable insurer.

Note: the procedures listed below are default claims procedures and apply only when the applicable benefits plan document (and/or related summary) doesn't provide for a specific claims procedure. If the benefits plan document (and/or related summary) does provide a specific claims procedure, you must follow the procedure in order for your claim for benefits to be processed.

### Disability Plan Claims

<b>Disability Plan Claims</b> (Includes claims under short-term disability plan and long-term disability plan)	<p>Notice of the Plan's determination will be sent within a reasonable time period but not longer than 45 days from receipt of the claim.</p> <p>If the claims administrator determines that an extension is necessary due to matters beyond control of the Plan, this time may be extended 30 days. You will receive notice prior to the extension that indicates the circumstances requiring the extension and the date by which the claims administrator expects to render a determination. Before the end of this extension period, you will be provided with either a written decision on your claim or notice that the period to decide your claim is being extended for an additional 30 days.</p> <p>If the extension is necessary to request additional information (i.e., you have not provided the information necessary to decide the claim), the extension notice will describe the required information, and the extended time period for deciding your claim will be tolled beginning with the date the Plan notifies you of the missing information, and will not begin running until you provide the necessary information, provided that the claims administrator may choose, if you do not provide the requested information within 45 days of the date of the request, to decide your claim based on the information then received.</p> <p>If the period to decide your claim is extended, you will be notified of the reasons for the extension; when it is expected that the decision on your claim will be made; an explanation of the standards on which entitlement to benefits is based; any unresolved issues preventing a decision; and any additional information needed to resolve those issues.</p>
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## Non-Disability Welfare Plan Claims

<p><b>Urgent Claims</b> Any claim for medical care or treatment where making a determination under the normal timeframes could seriously jeopardize your life or health or your ability to regain maximum function, or, in the opinion of a physician with knowledge of your medical condition, would subject you to severe pain that could not adequately be managed without the care or treatment that is the subject of the claim.</p>	<p>Notice of the Plan's determination will be sent as soon as possible taking into account the medical exigencies, and in no case later than 72 hours after receipt of the claim.</p> <p>If your urgent claim is improperly filed or missing information needed for a coverage decision, you will be sent notification within 24 hours of receipt of the claim, at which point you will have 48 hours to provide additional information. You may receive notice orally; in which case a written notice will be provided within 3 days of the oral notice.</p> <p>If you request an extension of urgent care benefits beyond an initially determined period and make the request at least 24 hours prior to the expiration of the original determination, you will be notified within 24 hours of receipt of the request.</p>
<p><b>Pre-Service Claims</b> A claim for services that have not yet been rendered and for which the Plan requires prior authorization.</p>	<p>If your pre-service claim is filed properly, a claims determination will be sent within a reasonable period of time appropriate to the medical circumstances, but no later than 15 days from receipt of the claim.</p> <p>If your pre-service claim is improperly filed or missing information needed for a coverage decision, you will be sent notification within 5 days of receipt of the claim.</p> <p>If the claims administrator determines that an extension is necessary due to matters beyond control of the Plan, this time may be extended 15 days. You will receive notice prior to the extension that indicates the circumstances requiring the extension and the date by which the claims administrator expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information, and you will be given at least 45 days to submit the information. The claims administrator then will make its determination within 15 days from the date the Plan receives your information, or, if earlier, the deadline to submit your information.</p>
<p><b>Post-Service Claims</b> A claim for services that already have been rendered, or where the plan does not require prior authorization.</p>	<p>Notice of the Plan's determination will be sent within a reasonable time period but not longer than 30 days from receipt of the claim.</p> <p>If the claims administrator determines that an extension is necessary due to matters beyond control of the Plan, this time may be extended 15 days. You will receive notice prior to the extension that indicates the circumstances requiring the extension and the date by which the claims administrator expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information, and you will be given at least 45 days to submit the information. The claims administrator then will make its determination within 15 days from the date the Plan receives your information, or, if earlier, the deadline to submit your information.</p>



<p><b>Concurrent Care Claims</b> A claim that arises when there is a reduction or termination of ongoing care.</p>	<p>You will be notified if there is to be any reduction or termination in coverage for ongoing care sufficiently in advance of such reduction so that you will be able to appeal the decision before the coverage is reduced or terminated, unless such a reduction or termination is due to a plan amendment or termination of the plan.</p> <p>Concurrent care claims may fall under any of the other three categories mentioned above, depending on when the appeal is made.</p>
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## Claims for Benefits: Appeals

If you disagree with the decision on a claim, you (or an authorized representative) may file a written appeal with the Plan. Unless otherwise stated in the applicable benefit plan document (or related summary), you must file your appeal within the deadline set out in the chart below. Requests for appeals should be sent to the address specified in the denial notice. If you do not appeal on time, you may lose the right to file suit in a state or federal court, as you will not have exhausted internal administrative appeal rights (which is generally a requirement before suing in state or federal court).

You will have the opportunity to submit written comments, documents, or other information in support of your appeal, and you will have access to all documents that are relevant to your claim. Your appeal will be conducted by a person different from the person who made the initial decision. No deference will be afforded to the initial determination.

If your claim involves a medical judgment question, the claims administrator will consult with an appropriately qualified health care practitioner with training and experience in the field of medicine involved. If a health care professional was consulted for the initial determination, a different health care professional will be consulted on appeal. Upon request, the claims administrator will provide you with the identification of any medical expert whose advice was obtained on behalf of the Plan in connection with your appeal.

A final decision on appeal will be made within the time periods specified below.

Note: the procedures listed below are default claims procedures and apply only when the applicable benefits plan document (and/or related summary) doesn't provide for a specific claims procedure. If the benefits plan document (and/or related summary) does provide a specific claims procedure, you must follow the procedure in order for your claim for benefits to be processed.



## Disability Plan Claims

<p><b>Disability Claims</b> Includes claims under short-term disability plan and long-term disability plan</p>	<p>You must submit your appeal within 180 days of the date of your initial denial notice.</p> <p>You may also send written comments or other items to support your claim. You may review and receive copies, free of charge, of any non-privileged information that is relevant to your request for an appeal. You may also request the names of medical or vocational experts who provided advice about your claim. The appeal review will include any written comments or other items you submit to support your claim.</p> <p>The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision.</p> <p>Notice of the Plan's determination on appeal will be sent within a reasonable time period but not longer than 45 days from receipt of the request for appeal.</p> <p>If the claims administrator determines that an extension is necessary due to matters beyond control of the Plan, this time may be extended 45 days. You will receive notice prior to the extension that indicates the circumstances requiring the extension and the date by which the claims administrator expects to render a determination on the appeal. If the extension is necessary to request additional information (i.e., you have not provided the information necessary to decide the appeal), the extension notice will describe the required information, and the extended time period for deciding your claim will be tolled beginning with the date the Plan notifies you of the missing information, and will not begin running until you provide the necessary information, provided that the claims administrator may choose, if you do not provide the requested information within 45 days of the date of the request, to decide your appeal based on the information then received.</p> <p>To the extent that new or additional evidence or rationales are considered by the claims administrator in the course of the appeal, they may not be relied upon or used as a basis for denial of the appeal unless you are first given notice or such new or additional evidence or rationales, along with a fair opportunity to respond. Hence, you will be provided, free of charge, with such new or additional evidence or rationale as soon as possible and sufficiently in advance of the date on which the appeal must be decided.</p>
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## Non-Disability Welfare Plan Claims

<p><b>Urgent Claims</b></p>	<p>You must submit your appeal within 180 days of the date of your initial denial notice (or first level appeal notice, for second level appeals).</p> <p>You will be notified of the determination as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receipt of the claim.</p>
<p><b>Pre-Service Claims</b></p>	<p>You must submit your appeal within 180 days of the date of your initial denial notice (or first level appeal notice, for second level appeals).</p> <p>For both the first and second levels of appeal of a pre-service claim, you will be notified of the determination within a reasonable period of time taking into account the medical circumstances, but no later than 15 days from the date your request is received (30 days if there is only one level of appeal).</p>
<p><b>Post-Service Claims</b></p>	<p>You must submit your appeal within 180 days of the date of your initial denial notice (or first level appeal notice, for second level appeals).</p> <p>For both the first and second levels of appeal of a post-service claim, you will be notified of the determination within a reasonable period of time, but no later than 30 days from the date your request is received (60 days from the date if there is only one level of review).</p>

### Important: Second Level of Appeal

If a participant is dissatisfied with an appeal decision on a claim, he or she may:

- For urgent care claims, file a second level of appeal, and receive notification of a decision not later than 36 hours after the appeal is received.
- For pre-service or post-service claims, file a second level of appeal within 60 days of receipt of the level one appeal decision, and receive notification of a decision not later than 15 days (for pre-service claims) or 30 days (for post-service claims) after the appeal is received.

If a participant does not agree with the final determination on review, he or she has the right to bring a civil action under Section 502(a) of ERISA, if applicable.

### Claims for Benefits: Notice of Benefits Determination

If your claim or appeal is in part or wholly denied, you will receive notice of an adverse benefit determination that will:



- state specific reason(s) for the adverse determination;
- reference specific Plan provision(s) on which the benefit determination is based;
- describe additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary (initial claim only);
- describe the plan's claims review procedures and the time limits applicable to such procedures (initial claim only);
- include a statement of your right to bring a civil action under section 502(a) of ERISA following appeal; for appeals of claims for disability benefits, this statement will also describe any applicable contractual limitations period that applies to the claimant's right to bring such an action and the calendar date on which the contractual limitations period expires for the claim;
- state that 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 the claim for benefits;
- describe any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures (appeal only) (note that, as of the date of this SPD, the Plan does not offer voluntary appeals to Leidos on any benefit option, and any indications to the contrary are superseded by this SPD);
- disclose any internal rule, guidelines, or protocol relied on in making the adverse determination (or state that such information will be provided free of charge upon request) or, alternatively, with respect to disability claims and appeals, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist);
- if the denial is based on a medical necessity or experimental treatment or similar limit, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request);
- include the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency;"
- include a description of an expedited review process for group health plans concerning a claim involving urgent care;
- include information sufficient to identify the claim involved, including, as applicable, date of service, health care provider, and claim amount;
- include, as applicable, the denial code and corresponding meaning;
- include, as applicable, a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning and treatment code and its corresponding meaning;
- describe the claims administrator's standard, if any, used in denying the claim;



- describe any internal appeals and the external review process, if applicable, including information regarding how to initiate an appeal;
- with regard to disability claims, describe the basis for disagreeing with or not following the views presented by you to the Plan of health care professionals who treated you and vocational experts who evaluated you, the views of medical or vocational experts whose advice was obtained on the Plan's behalf in connection with your benefit denial (regardless of whether the advice was relied on in making the benefit denial), and any Social Security Administration (SSA) disability determination regarding you (provided such determination has been presented to the Plan); and
- include, as applicable, a statement about the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman established under health care reform laws to assist individuals with internal claims and appeals and external review processes.

For initial claims, you also will receive notification of approval if your claim is an urgent or pre-service claim. For appeals, you also will receive a notice if your appeal is approved.

### **Claims for Benefits: External Review**

For medical benefits, you may have the right to request an independent review with respect to any claim that involves medical judgment an adverse determination for surprise bills (medical and air ambulance bills, including a determination of whether an adverse determination is subject to surprise billing provisions) or a rescission of coverage. Your external review will be conducted by an independent review organization not affiliated with the Plan. This independent review organization may overturn the Plan's decision, and the independent review organization's decision is binding on the Plan. Your appeal denial notice will include more information about your right to file a request for an external review and contact information. You must file your request for external review within four months of receiving your final internal appeal determination. Filing a request for external review will not affect your ability to bring a legal claim in court. When filing a request for external review, you will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision on the external review. See your benefit plan document (and/or related summary) for more information.

### **Claims for Benefits: Clinical Determinations**

Determinations regarding whether services, supplies, or treatment are medically necessary, appropriate, or experimental or investigational; regarding the level of care or setting in which services are provided; and other clinical determinations are made solely by the applicable administrator or insurer, in accordance with the terms of the plan and applicable law.



If a participant disagrees with such a determination, the participant must pursue review through the claims and appeals procedures established by the applicable administrator or insurer.

Leidos does not make clinical determinations and has fully delegated the review or adjudication of individual claims or appeals to the applicable administrator or insurer. Determinations and appeal decisions made by the administrator or insurer will govern for purposes of plan administration and will be resolved exclusively through the applicable plan's claims and appeals procedures, subject to any rights the participant may have under applicable law.

Such determinations are not subject to review or appeal to Leidos, and no secondary review by or voluntary appeals to Leidos is available.

### **Deadline to Bring Legal Action**

You may not bring a lawsuit to recover benefits under this Plan until you have exhausted the administrative process described in this section and/or as listed in your benefit plan document (or related summary). No action may be brought at all unless brought no later than one (1) year following the date of a final decision on your claim for benefits, unless a shorter period is provided in your benefit plan document (or related summary), in which case that time period controls. All legal action commenced under the plan must be brought in the federal court of proper jurisdiction in the Commonwealth of Virginia.

### **Continuing Coverage**

For certain component benefit programs, in the event Plan coverage for that component benefit terminates, participants or their family member(s) may be eligible to continue the coverage for a period of time. Eligibility for such coverage (as well as the length of such coverage) will vary depending on the situation that renders you eligible, as well as the type of continuation coverage you are eligible for. There are several types of continuation coverage that may apply to particular component benefit programs, two of which are summarized below.

### **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

In accordance with the COBRA, if coverage under the Plan terminates due to the events listed below, a participant and the participant's covered dependents may be eligible to continue coverage at their own expense for a limited period. This section describes coverage continuation rights under federal law. Some state laws may offer additional COBRA benefits. For more information, review the Plan's Evidence of Coverage booklet.



In order to be eligible for continuation coverage under COBRA, you must meet the definition of a Qualified Beneficiary. A Qualified Beneficiary is any of the following persons who were covered under the Plan on the day before a qualifying event:

- The covered employee
- The employee's dependent child.

The employee's spouse. Federal law also enables a participant's dependents to continue health insurance if their coverage ends due to a qualifying event. The participant must elect coverage according to the rules of the Leidos Plans. Under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage must pay the Plan's full cost of providing continued coverage, plus an additional 2% administrative fee (totaling 102% of the premium). Continuation is subject to federal law, regulations, and interpretations.

### Who Is Eligible For COBRA?

A participant, their spouse, or their dependent child, may become a Qualified Beneficiary and be eligible for continuation coverage under COBRA if they lose coverage under the Plan because of certain qualifying events, outlined below.

- A covered participant who loses coverage due to termination of employment (other than termination for gross misconduct) or reduction in work hours. Termination of employment includes, but is not limited to, voluntarily quitting, layoff, and lack of work due to a work location closure.
- The spouse and/or dependent children of a covered participant who are covered under the Plan and who lose coverage as a result of any of the following qualifying events:
  - The death of a covered employee;
  - The termination of a covered employee (excluding termination due to gross misconduct);
  - The divorce or legal separation of the covered employee from his or her spouse;
  - A dependent's ceasing to qualify as a "dependent child" under the terms of the Plan; or
  - The covered employee's becoming entitled to Medicare benefits.

To continue coverage, it is the participant's (or a family member's) responsibility to notify Employee Services within 31 days of a divorce, legal separation, or child's losing dependent status.

If the participant (or family member) fails to notify Employee Services of these events within the 31-day period, the affected Qualified Beneficiary will lose the opportunity to continue coverage under COBRA.



## Applying for COBRA Coverage

If a participant wants to continue coverage, they can elect COBRA online or mail their election directly to the COBRA Administrator. Information to enroll will be included in the COBRA Notice mailed to that participant's home address on file. If a participant has any questions, they should contact the COBA Administrator's Member Support Team at the number indicated on the notification letter.

The participant must elect this coverage continuation within 60 days from the date the participant's Leidos medical coverage terminates or the date of notification, whichever is later. Once elected, the participant has 45 days from the date he or she elected COBRA to pay all of the premiums back to the date he or she would have lost coverage under the Plan. The participant will be charged the Plan's full cost of providing continued coverage, plus an additional 2% administrative fee (102% of the premium). Coverage is retroactive to the date the participant's coverage ended. If the participant does not make the first payment for continuation coverage within those 45 days, they will lose all continuation coverage rights under the Plan.

Each Qualified Beneficiary has a separate right to elect continuation coverage. For example, a spouse may elect continuation coverage even if the participant does not. Continuation coverage may be elected for only one, several, or for all dependent children who are Qualified Beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee's spouse can elect continuation coverage on behalf of all of the Qualified Beneficiaries.

\*To be eligible for the additional 11 months coverage due to disability, the participant must provide the Plan Administrator with a Social Security Disability Award (SSDI) letter. This SSDI letter must be provided to the Plan Administrator during the first 18 months of COBRA; must indicate that the onset of the disability was within the first 60 days of COBRA coverage; and must be provided to the Plan Administrator within 60 days of the later of 1) the SSA's determination of disability (the date of the SSA award letter); 2) the date of your qualifying event; 3) the date of your loss of coverage; or 4) the date you were notified of the requirement (the date of your qualifying event letter) . A participant who qualifies for the disability extension will be charged the Plan's full cost of providing continued coverage, plus an additional 50% administrative fee (150% of the premium). If the Qualified Beneficiary is determined by the SSA to no longer be disabled, they must notify the plan administrator of that determination within 30 days of the SSA's decision.

## When COBRA Coverage Will End

The coverage period begins on the date of the qualifying event and ends upon the earliest of the following:



- 18 months in the case of termination of employment, layoff, or work force reduction;
- 29 months in the event of a disability\*, according to Social Security;
- 36 months in the event of legal separation, divorce, or death of the employee;
- 36 months in the event of all other qualifying events;
- Failure to pay any required premium when due;
- The date a covered participant, under the continuation program, becomes covered under another group plan or Medicare — one that does not impose any pre-existing condition limitations on the coverage; or
- The date that Leidos no longer provides a group medical plan to any of its employees.

## Summary of COBRA Benefits

The following table summarizes COBRA benefits under the Leidos Plans:

<b>THE SITUATION:</b>	<b>OBTAINING INFORMATION:</b>	<b>WHO CAN BE COVERED:</b>	<b>HOW LONG COVERAGE CAN LAST:</b>
The participant's employment with Leidos is terminated for reasons other than gross misconduct	A notification will be sent to the participant automatically by Leidos' COBRA administrator	The participant and the participant's dependents	18 months
There is a reduction in the participant's work hours and the participant no longer qualifies for benefits coverage	A notification will be sent to the participant automatically by Leidos' COBRA administrator	The participant and the participant's dependents	18 months
The participant is disabled according to the SSA	The participant must notify Leidos' COBRA administrator and provide a copy of the SSDI letter (as described above)	The participant and the participant's dependents	29 months
The participant dies	A notification will be sent to the covered dependents automatically by Leidos' COBRA administrator	The participant's covered dependents	36 months
The participant becomes divorced or legally separated	Participant or participant's former spouse provides Plan notice of divorce or legal separation. A notification will then be sent to the covered dependents automatically by Leidos' COBRA administrator.	The participant's former spouse or dependent child(ren)	36 months
The participant's dependent reaches age 26	A notification will be sent to the over age dependent automatically by Leidos' COBRA administrator	The participant's dependent	36 months



Participants that lose health coverage as a result of an Open Enrollment action will not receive COBRA information.

## **Military Leave – Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)**

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services. The section below contains information regarding your health insurance protection rights while on military leave. For full information about your other rights under USERRA, please see the Notice of your Rights under USERRA.

### **Health Insurance Protection**

If the participant is on a military leave of less than 31 days, health care coverage for the participant and the participant's eligible dependents continues as long as the participant continues paying the applicable portion of the cost of coverage. If the participant's leave is longer than 31 days, the participant may continue coverage under rules similar to those for COBRA coverage.

The participant may continue coverage for 24 months or the period of duty, whichever is less. (This period also may offset any available period of COBRA coverage, if applicable.) The participant pays the full cost of coverage for him- or herself and his or her dependents plus a 2% administration fee (102% of the premium).

When the participant's leave ends, he or she will not be subject to a waiting or pre-existing condition period except for illnesses or injuries incurred or aggravated during the participant's leave duties.

If the participant is a member of the ready reserve of the armed forces and is called to active duty as a result of Executive Order 13223, special provisions regarding the participant's leave and health care coverage may apply. For more information, contact Employee Services.

## **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

HIPAA is a federal regulation that focuses on the portability, privacy and security of the participant and participant's dependent's health information. HIPAA protects the participant and participant's dependents by:

- Limiting exclusions for pre-existing medical conditions;



- Providing credit against maximum pre-existing condition exclusion periods for prior health coverage and a process for providing certificates showing periods of prior coverage to a new group health plan or health insurance issuer;
- Providing new rights that allow individuals to enroll for health coverage when they lose other health coverage, get married, or add a new dependent;
- Prohibiting discrimination in enrollment and in premiums charged to employees and their dependents based on health status-related factors; and
- Ensuring the privacy of the participant's protected health information

## Disclosure of Protected Information

The confidentiality of the participant's health information is important. Leidos is required to maintain the confidentiality of the participant's information and has policies and procedures and other safeguards to help protect the participant's information from improper use and disclosure.

Leidos is allowed by law to use and disclose certain information without the participant's written permission. For example, Leidos may share information with the participant's health care provider to determine whether he or she is enrolled in the plan or whether premiums have been paid on the participant's behalf. Leidos may also share the participant's information when legally required to do so — for example, in response to a subpoena or if the participant's medical safety may be at risk.

When the participant's authorization is required and the participant authorizes Leidos to use or disclose personal information for some purpose, the participant may revoke that authorization by notifying Leidos in writing at any time.

The participant's health care provider must have a Notice of Privacy Practices and provide the participant with a copy. For more information, contact Leidos Corporate Benefits.

To the extent required by the Standards for Privacy of Individually Identifiable Health Information and Security Standards, 45 C.F.R. Parts 160 through 164, as updated by the HITECH Act and various regulations and guidance (HIPAA Privacy & Security Rules), the Plan will comply with any restrictions, prohibitions, and attestation requirements related to reproductive health care information as required under 89 Federal Register 32976 (April 26, 2024) (HIPAA Privacy Rule To Support Reproductive Health Care Privacy).

## Leidos Health & Welfare Plan Privacy Notice

This notice describes how medical information about you may be used and disclosed as well as how you can get access to this information. Please review it carefully.



The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on employer health plans concerning the use and disclosure of individual health information. This information, known as protected health information, includes virtually all individually identifiable health information held by the Leidos Health & Welfare Benefits Plan ("Plan") – whether received in writing, in an electronic medium, or as an oral communication.

This notice describes the privacy practices the Plan follows in offering the benefit programs and services listed below:

- SmarterCare Basic CDHP Plan
- SmarterCare Essential CDHP Plan
- SmarterCare Elite CDHP Plan
- SmarterCare PPO Plan
- Leidos Dental PPO Plans
- Leidos Vision Plans
- Health Care Flexible Spending Account
- Leidos Well-being Program

These benefit programs and services are administered by various carriers, vendors and service providers, including: Anthem, Capital Rx, Delta Dental, Vision Service Plan, HSA Bank and Personify Health (collectively with other third parties who provide services to the Plan, "Benefit Service Providers"). The Benefit Service Providers may send, receive and store employee PHI on behalf of the Plan to achieve objectives related to plan administration and other purposes as permitted by HIPAA. Benefit Service Providers may also continue to send, receive, and store employee PHI for a limited time after they have stopped providing services to the Plan for certain administrative purposes.

### **The Plan's Duties With Respect to Personal Health Information**

The Plan is required by law to maintain the privacy of your PHI and to provide you with this notice of the Plan's legal duties and privacy practices with respect to your PHI. Such information is set forth below. If you participate in a fully insured plan option (such as an HMO plan) you will receive a HIPAA notice directly from that entity as a separate insurer, and that notice will govern the use and disclosure of PHI under that fully insured plan option.

It's important to understand that this Notice relates to the Plan, not Leidos as an employer — that's the way the HIPAA rules work. Different policies may apply to other Leidos programs or to data unrelated to the Plan's benefits.



## How the Plan May Use or Disclose Your Health Information with Third Parties

The HIPAA privacy regulations generally allow for the use and disclosure of your PHI without your permission (known as an “authorization”) for purposes of health care treatment, payment activities, and health care operations. Here are some examples of such permitted uses or disclosures:

- **Treatment includes** providing, coordinating, or managing health care by one or more health care providers or doctors. Treatment can also include coordination or management of care between a provider and a third party, and consultation and referrals between providers. For example, the Plan may share your PHI with physicians who are treating you.
- **Payment** includes activities by this Plan and its administrators or providers to obtain premiums, make coverage determinations and provide reimbursement for healthcare. This can include eligibility determinations, reviewing services for medical necessity or appropriateness, utilization management activities, claims management, and billing; as well as "behind the scenes" plan functions such as risk adjustment, collection, or reinsurance. For example, the Plan may share information about your coverage or the expenses you have incurred with another health plan in order to coordinate payment of benefits.
- **Health care operations** include activities by this Plan (and in limited circumstances its Benefit Service Providers) and certain other activities as permitted by HIPAA: wellness and risk assessment programs, quality assessment and improvement activities, assessing and measuring health outcomes, cost savings objectives, customer service, and internal grievance resolution. Health care operations also include evaluation of the utilization and efficacy of third-party benefits-related services, credentialing, training, accreditation activities, underwriting, premium rating, arranging for medical review and audit activities and business planning and development. For example, the Plan may disclose information to Benefit Service Providers about your claims. In addition to any other purposes identified in this Notice, such claims information may be disclosed: 1) to help the Plan evaluate the treatment and prescribing practices of healthcare providers and/or 2) to conduct oversight of Plan performance.

The amount of PHI used or disclosed will be limited to the “minimum necessary” for these purposes, as defined under the HIPAA rules. The Plan, or its administrators, may also contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you.

The Plan will not use or disclose your genetic information for underwriting purposes.

## How the Plan May Share Your PHI with Leidos

The Plan, or Benefit Service Providers, may disclose to Leidos whether an individual is eligible and/or



participating in the Plan. For example, Leidos may use this information for payroll purposes.

The Plan, or Benefit Service Providers, may disclose "summary health information" to Leidos, if requested, for purposes of obtaining premium bids to provide coverage under the Plan, or for modifying, amending, or terminating the Plan. Summary health information is information that summarizes participants' claims information, but without participants' names or other identifying information.

For all other PHI:

- The Plan may disclose your PHI to Leidos without your written authorization to the extent that Leidos needs the PHI to administer the Plan. However, Leidos agrees not to use or disclose your PHI other than as permitted or required by the Plan documents and by law.
- Please note that Leidos cannot and will not use PHI obtained from the Plan for any employment-related actions. Please note that this limitation does not apply to health information Leidos collects from other sources, such as health information collected from third parties administering Leidos' workers compensation benefits, disability benefits, and other benefit offerings that are not covered by HIPAA, or health information that Leidos collects to comply with the Family and Medical Leave Act, Americans with Disabilities Act, or workers' compensation laws (although this type of information may be protected under other federal or state laws).

## **Uses and Disclosures of PHI that Require Your Authorization**

The Plan will not use or disclose your PHI for the following purposes without your authorization:

- Sale of PHI: The Plan will not use or disclose your PHI in exchange for direct or indirect remuneration unless you authorize us to do so, or as permitted by HIPAA.
- Marketing: The Plan will not use or disclose your PHI for marketing purposes without your authorization.
- Psychotherapy Notes: Except in limited circumstances, the Plan will not use or disclose psychotherapy notes recorded by a mental health professional documenting your conversation during a counseling session without your authorization.

## **Other Allowable Uses or Disclosures of Your Health Information**

In certain cases, the Plan may disclose your PHI without your authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. For example, the Plan may notify such persons of your location, general condition, or death. The Plan may also share this information with public or private entities that are authorized to assist in disaster relief efforts. Unless you are not present, you are incapacitated, or obtaining your consent would interfere with disaster relief efforts by authorized organizations, you will be given the chance to agree or object to these disclosures.



If a person has the right to make health care decisions on your behalf, then we will treat such a person as your personal representative and they will have the ability to exercise the privacy rights described in this Notice on your behalf.

The Plan may also use or disclose your PHI without your written authorization for the following activities:

Activity	Description
Workers' compensation	Disclosures to workers' compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with such laws.
Necessary to prevent serious threat to health or safety	Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (including disclosures to the target of the threat); includes disclosures to assist law enforcement officials in identifying or apprehending an individual because the individual has made a statement admitting participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody.
Public health activities	Disclosures authorized by law to persons who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects.
Abuse, neglect, or domestic violence	If the Plan reasonably believes that you are a victim of abuse, neglect, or domestic violence, we may report such information to the appropriate governmental authority. In most cases, we will inform you that such a report is being made (unless doing so is prohibited by law or may jeopardize your safety)."
Judicial and administrative proceedings	Disclosures in response to a court or administrative order, subpoena, discovery request, or other lawful process. The Plan may be required to notify you of the request or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information.
Law enforcement purposes	Disclosures to law enforcement officials required by law or pursuant to legal process, or to identify a suspect, fugitive, witness, or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosure about a death that may have resulted from criminal conduct; and disclosure to provide evidence of criminal conduct on the Plan premises.



Research purposes	Disclosures subject to approval by institutional or private privacy review boards, and subject to certain assurances and representations by researchers regarding necessity of using our health information and treatment of the information during a research project.
Health oversight activities	Disclosures to health oversight agencies for activities authorized by law (audits, inspections, investigations, or licensing actions) for oversight of the health care system, government benefits programs for which health information is relevant to beneficiary eligibility, and compliance with regulatory programs or civil rights laws.
Specialized government functions	Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates.
HHS investigations	Disclosures of your health information to the Department of Health and Human Services (HHS) to investigate or determine the Plan's compliance with the HIPAA privacy rules.
Organ and Tissue Donation	Disclosures of your PHI to an organ procurement or similar organization for purposes of donation or transplant.
Coroners and Funeral Directors	Disclosures of your PHI to a funeral home director, coroner, or medical examiner consistent with applicable law to enable them to carry out their duties.

Except as described in this notice, other uses and disclosures will be made only with your written authorization. You may revoke your authorization as allowed under the HIPAA rules. However, you can't revoke your authorization with respect to disclosures the Plan has already made and your revocation will not apply to the extent that the Plan has already acted in reliance on your authorization.

### Substance Use Disorder Records

If the Plan receives records that identify that you have or had a substance use disorder, that are protected by Federal confidentiality rules at 42 C.F.R. part 2, and that are accompanied by a notice indicating this special protection, then the Plan will not further use or disclose these records unless authorized by your consent, by a special type of court order, or as permitted by the federal confidentiality rules at 42 C.F.R. part 2 (such as for research, for a bona fide medical emergency, or for audit and evaluation purposes). The Plan will not use or disclose such records for any civil, criminal, administrative, or legislative proceedings against you.

### Your Individual Rights

You have the following rights with respect to your PHI, as maintained by the Plan. These rights are subject to certain limitations, as discussed below. This section of the notice describes how you may exercise each individual right.



## **Right to be Notified of a Breach**

You have the right to be notified by the Plan or a Benefit Service Provider in the unlikely event of a security breach involving your unsecured PHI.

## **Right to Request Restrictions on Certain Uses and Disclosures of Your Health Information and the Plan's Right to Refuse**

You have the right to ask the Plan to restrict the use and disclosure of your health information for Treatment, Payment, or Health Care Operations, except for uses or disclosures required by law. You also have the right to ask the Plan to request that the Plan not disclose your PHI as described in the first paragraph of the "Other Allowable Uses or Disclosures of Your PHI" section above. If you want to exercise this right, your request to the Plan must be in writing.

With one exception, the Plan is not required to agree to a requested restriction. The Plan will comply with any restriction request if: (1) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for the purposes of carrying out treatment); and (2) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid in full by you or another person.

If the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for PHI created or received after you're notified that the Plan has removed the restrictions. The Plan may also disclose PHI about you if you need emergency treatment, even if the Plan has agreed to a restriction.

## **Right to Receive Confidential Communications of Your PHI**

If you think that disclosure of your PHI by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of PHI from the Plan by alternative means or at alternative locations. For example, if mailing documents containing your PHI to your home could endanger you, the Plan may be able to email these documents or mail them to your work location.

If you want to exercise this right, your request to the Plan must be in writing and you must include a statement that disclosure of all or part of the information could endanger you.



## Right to Inspect and Copy Your PHI

With certain exceptions, you have the right to inspect or obtain a copy of your PHI in a "Designated Record Set." This will include enrollment, payment, claims adjudication, and case or medical management record systems maintained by the Plan; or any other group of records the Plan uses to make decisions about you. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings. In addition, the Plan may deny your right to access in limited circumstances. Depending on the reason for denial, you may have a right to request a review of the denial.

If you want to exercise this right, your request to the Plan must be in writing. Within 30 days of receipt of your request, the Plan will provide you with:

- The access or copies you requested;
- A written denial that explains why your request was denied and any rights you may have to have the denial reviewed or file a complaint; or
- A written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

If the Plan is unable to provide you with the above information within 30 days, we may extend the timeframe to respond to your request by an additional 30 days. The Plan may provide you with a summary or explanation of the information instead of access to or copies of your PHI, if you agree in advance and pay any applicable fees. The Plan may also charge reasonable fees for copies or postage.

If the Plan doesn't maintain the PHI but knows where it is maintained, you will be informed of where to direct your request.

## Right to Amend Your PHI that Is Inaccurate or Incomplete

With certain exceptions, you have a right to request that the Plan amend your health information in a Designated Record Set. The Plan may deny your request for a number of reasons. For example, the Plan may deny your request if the PHI is accurate and complete, is not part of the Designated Record Set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings). The Plan may also deny your request if the PHI you would like the Plan to amend was created by another entity or person, unless that entity or person is no longer available, such as where the Plan received your PHI from your doctor, but your doctor's office has since permanently closed.

If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement to support the requested amendment. Within 60 days of receipt of your request, the



Plan will:

- Make the amendment as requested;
- Provide a written denial that explains why your request was denied and any rights you may have to disagree or file a complaint; or
- Provide a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

## **Right to Receive an Accounting of Disclosures of Your PHI**

You have the right to a list of certain disclosures the Plan has made of your PHI. This is often referred to as an "accounting of disclosures."

If you request an accounting of disclosures, you may receive information on disclosures of your PHI going back for six (6) years from the date of your request. Your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one (1) request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You'll be notified of the fee in advance and have the opportunity to change or revoke your request.

You do not have a right to receive an accounting of any disclosures made:

- For treatment, payment, or health care operations;
- To you about your own PHI;
- Incidental to other permitted or required disclosures;
- Where authorization was provided;
- To family members or friends involved in your care (where disclosure is permitted without authorization);
- For national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstances; or
- As part of a "limited data set" (PHI that excludes certain identifying information)

In addition, we may refuse to provide you with an accounting of the disclosures the Plan has provided to health oversight agencies or law enforcement officials if such agencies or officials direct the Plan to withhold this information.

## **Right to Obtain a Paper Copy of This Notice Upon Request**

You have the right to obtain a paper copy of this Privacy Notice upon request. Even individuals who agreed to receive this notice electronically may request a paper copy at any time.



## State Laws

This Notice is provided in accordance with HIPAA. However, if any applicable state law provides greater privacy protections or imposes additional limitations on the use or disclosure of PHI, those state law provisions will govern.

## Changes to the Information in this Notice

The Plan must abide by the terms of the Privacy Notice currently in effect. However, the Plan reserves the right to change the terms of its privacy policies as described in this notice at any time, and to make new provisions effective for all health information that the Plan maintains. This includes PHI that was previously created or received, not just PHI created or received after the policy is changed. If changes are made to the Plan's privacy policies described in this notice, you will be notified of the changes by electronic or U.S. Postal Service.

## Complaints

If you believe your privacy rights have been violated, you may complain to the Plan and to the Secretary of Health and Human Services. You won't be retaliated against for filing a complaint.

To file a complaint, submit a written request to:

Leidos Corporate Benefits Department  
Attn: HIPAA Compliance Department  
1750 Presidents Street  
Reston, VA 20190

For more information on the Plan, its administrator's privacy policies or your rights under HIPAA, contact the Employee Services 855-553-4367, option #3.

## WHCRA & NMHPA

The following federally mandated regulations are required of all group health plans and health insurance issuers.

### Breast Reconstruction Following a Mastectomy

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:



- All states of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prosthesis; and
- Treatment of physical complications of all stages of mastectomy, including lymphedemas

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this Plan. Please consult your group health benefits booklet for additional information. If you would like more information on WHCRA benefits, please call your plan administrator, at the contact information listed at the back of this SPD.

## Hospitalization in Connection with Childbirth

Group health plans and health insurance issuers generally may not, under federal law, (the Newborns' and Mothers' Health Protection Act (NMHPA)), restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to:

- Less than 48 hours following a vaginal delivery; or
- Less than 96 hours following a Caesarean section; or
- Require that a provider obtain authorization from the plan or insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours)

Federal law generally does not prohibit an attending provider of the mother or newborn, in consultation with the mother, from discharging the mother or newborn earlier than 48 or 96 hours after delivery, as applicable.

## Additional Information Regarding Coordination of Benefits

The following information pertains to group health care plans that may be coordinating how benefits are paid between a Leidos Plan and another plan:

- Releasing and Obtaining Information
- Subrogation and Reimbursement
- Recovery of Overpayment
- Assignment of Benefits

## Releasing and Obtaining Information

The health care plans reserve the right to release to, or obtain from, any other insurance company or other organization or person any information that, in its opinion, it needs for the purpose of coordination of benefits, provided that any and all determinations or actions described in the foregoing are subject to applicable law.



## Subrogation and Reimbursement

This section applies when the Plan pays claims for the treatment of an illness, injury, or condition for which a third party is responsible (for example, when the Plan pays claims for the treatment of an illness, injury or condition caused by an automobile accident or another's negligence). For purposes of this section, the term "third party" includes any party whose conduct or action caused or contributed to the loss for which payment was made by the Plan, or any party who has received payments on behalf of a Covered Person for injury or illness from any source by way of settlement, judgment, or any other means, including but not limited to worker's compensation coverage, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, no-fault automobile insurance coverage or homeowners insurance. This may include, but will not be limited to, any one or more of the following:

- the party or parties who caused the illness, injury, or condition;
- the insurer, guarantor, or other indemnifier of the party or parties who caused the illness, injury, or condition;
- the covered participant or dependent's own insurer (for example, uninsured, underinsured, med-pay, no fault coverage, and homeowners);
- a worker's compensation insurer; and/or
- any other person, entity, policy, healthcare plan, or insurer that is liable or legally responsible in relation to the illness, injury, or condition.

Because the Plan is entitled to reimbursement, the Plan shall be fully subrogated to any and all rights, recovery, causes of actions, or claims that a Covered Person may have against any third party. A Covered Person includes anyone on whose behalf the Plan pays or provides any benefit including, but not limited to, the minor child or dependent of any participant or person entitled to receive any benefits from the Plan.

Subrogation is the substitution of one person or entity in the place of another with reference to a lawful claim, demand or right.

The Plan is granted a specific and first right of subrogation and reimbursement from any payment, amount or recovery from a third party. This right to reimbursement is regardless of the manner in which the recovery is structured or worded, whether in the form of a settlement (either before or after any determination of liability) or judgment, and even if the Covered Person has not been paid or fully reimbursed for all of your damages or expenses. The proceeds available for reimbursement will include, but not be limited to, any and all amounts earmarked as non-economic damage settlement or judgment. A Covered Person may not reduce the amount you owe the Plan to account for the payment of attorney's fees or other obligations and the Plan is to be paid before any other claim for the Covered Person's general damages.



The Plan's share of the recovery will not be reduced because the full damages or expenses claimed have not been reimbursed unless the Plan agrees in writing to such reduction. Further, the Plan's right to subrogation or reimbursement will not be affected or reduced by the make whole, fund, common fund, comparative/contributory negligence, collateral source, or attorney's fund doctrines, regulatory diligence, or any other equitable defenses that may affect the Plan's right to subrogation or reimbursement.

The Plan may enforce its subrogation or reimbursement rights by requiring the Covered Person to assert a claim to any of the benefits to which they may be entitled. The Plan will not pay attorney's fees or costs associated with the claim or lawsuit without express written authorization from Leidos. No Covered Person may be reimbursed for any expenses incurred on behalf of the Plan in pursuit of the Plan's rights of subrogation and reimbursement.

If the Plan should become aware that the Covered Person has failed to comply with these provisions, the Plan, in its sole discretion, may (1) reduce or suspend all further benefits payments related to the Covered Person until the reimbursable portion is returned to the Plan or offset against amounts that would otherwise be paid to or on behalf of the Covered Person, (2) terminate health benefits, or (3) institute legal action under ERISA to recover funds from the Covered Person, their estate, or any other person holding funds on behalf of the Covered Person.

If any person, including any natural person or entity, other than the Covered Person has possession of funds recovered from a third party as to which the Covered Person has a claim, then the Plan shall be subrogated to the Covered Person's claim and shall have a right to recover directly from the person that is holding the funds on behalf of the Covered Person. In that event, the Covered Person shall assist the Plan in its attempt to recover from that person. In the event that a Covered Person is deceased, the Plan shall have a right to recover funds from the estate pursuant to this reimbursement provision.

## Reimbursement from Third Party Recoveries

The Covered Person agrees the Plan has a first dollar priority claim, to the extent of benefits advanced, to any amounts that the Covered Person recovered from any party who is, or may be held to be, liable or legally responsible for the illness, injury, or condition giving rise to the paid benefits, regardless of whether the payment is designated a medical expense. The obligation to repay applies:

- whether the payment received from the third party is the result of a legal judgment, arbitration award, compromise, settlement, or any other arrangement;
- regardless of whether the third party has admitted liability for the payment;
- regardless of whether the charges are itemized in the third party's payment or whether the third party's payment is structured as a settlement for pain and suffering or in any other manner which does not itemize charges;
- regardless of whether the participant or dependent has incurred, or agreed to pay, any costs or



charges in relation to procuring the recovery from the third party; and

- regardless of whether the participant or dependent is made whole by the payment.

If such a recovery is made and the Plan is not reimbursed as required herein, then the participant, dependent, estate, or legal representative will be liable to the Plan for the amount of the benefits paid under the Plan for such illness, injury, or condition.

## **Subrogation of Rights against Third Parties**

Each Covered Person transfers and assigns to the Plan the option, at the Plan's sole discretion, to exercise all rights to take legal action against third parties arising from any illness, injury, or condition for which such third parties are or may be held liable or legally responsible. That is, the Plan may take over the Covered Person's right to receive payments from the third party to the extent of the benefits paid or payable plus the Plan's reasonable costs of collection. This includes, without limitation, the right to any recovered funds paid by any other party to or on behalf of a Covered Person or their estate.

The Covered Person and individuals acting on his or her behalf, including attorneys, shall do nothing to prejudice the Plan's subrogation and reimbursement rights and agrees to cooperate fully in asserting the Plan's subrogation and recovery rights against the third party. The Covered Person or their legal representative will, within 5 days of receiving a request from the Plan, provide all information and sign and return all documents necessary to exercise the Plan's rights under this provision.

## **Recovery of Overpayment**

Payments are made in accordance with the provisions of the Plan. If it is determined that payment was made for an ineligible charge or that other insurance was considered primary, the Plan has the right to recover the overpayment. The Plan (or any third party administrator) will try to collect the overpayment from the party to whom the payment was made. However, the Plan reserves the right to seek overpayment from any participant, beneficiary, or dependent. Failure to comply with this request will entitle the Plan to withhold benefits due a participant, beneficiary, or dependent. In addition, the Plan has the right to engage an outside collection agency to recover overpayments on the Plan's behalf if the Plan's collection effort is not successful. The Plan may also bring a lawsuit to enforce its rights to recover overpayments.

If the overpayment is made to a provider, the Plan (or any third-party administrator) may reduce or deny payment for benefits, in the amount of the overpayment, for otherwise covered services for current or future claims with the provider on behalf of any participant, beneficiary, or dependent in the Plan. If a provider to whom an overpayment was made has patients who are participants in other group health plans (or health insurance coverage) administered or offered by the third party administrator, the third party administrator may reduce payments otherwise owed to the provider from such other health plans (or



health insurance coverage) in order to recover overpayments made by the Plan to the provider. Conversely, the third-party administrator may reduce payments owed by the Plan to the provider to recover overpayments made in connection with other health plans or health insurance coverage offered by the third-party administrator.

## Other Provisions

Please note the following:

- Participants and dependents are required to abide by the terms of this section. Failure to do so may result in immediate termination of coverage.
- The Plan's rights to reimbursement and subrogation, and any recovery pursuant to those rights will not be reduced: (a) due to the participant's or dependent's own negligence; (b) due to the participant's or dependent's not being made whole; or (c) by any portion of a participant's or dependent's attorney's fees and costs.
- The Plan is not responsible for any attorney fees, attorney liens, or other expenses or costs.
- No equitable claims or defenses of any kind apply to the Plan's right to reimbursement and subrogation (or to any recovery pursuant to these rights), including but not limited to offset, detrimental reliance, equitable and promissory estoppel, the 'make whole doctrine, and the 'common fund doctrine.
- The participant and dependent will cooperate in assisting the Plan in protecting the Plan's rights to reimbursement and subrogation and will not act or fail to act at any time or in any manner that prejudices the Plan's rights under this provision (including settling a claim with a third party without advance notice to the Plan).
- The Plan has the right to recover interest at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less, on the amount paid by the Plan because of the illness, injury, or condition.
- The Plan is secondary to any excess insurance policy including, but not limited to, school and/or athletic policies.
- If the participant or dependent resides in a state where no-fault coverage, or automobile personal injury protection or medical payment coverage, is mandatory, that coverage is primary, and the Plan takes secondary status. The Plan will reduce benefits for an amount equal to, but not less than, the state's mandatory minimum personal injury protection or medical payment requirement.
- This provision also applies to any funds recovered from the third party by or on behalf of: (i) a minor dependent; (ii) the estate of any participant or dependent; and (iii) any incapacitated person.
- The Plan's lien exists at the time the Plan pays benefits, and if a participant or dependent files a petition for bankruptcy, he or she agrees that the Plan's lien existed prior to the creation of the bankruptcy estate.
- Failure by a Covered Person to cooperate with the Plan in the exercise of these rights may also



result, at the discretion of the Plan, in a reduction of future benefit payments available to the Covered Person under the Plan by an amount, up to the aggregate amount paid by the Plan that was subject to the Plan's equitable lien, but for which the Plan was not reimbursed. In certain circumstances, the Plan also may be entitled to recover any of the unsatisfied portions of the amount the Plan has paid or the amount of your recovery, whichever is less, directly from the medical providers to whom the Plan has made payments on behalf of the Covered Person. In such a circumstance, it may then be the Covered Person's obligation to pay the provider the full billed amount, and the Plan will not have any obligation to pay the provider or reimburse the Covered Person.

## **Assignment of Benefits**

No benefit, right or interest of any Covered Person 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 otherwise required by law. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute or levy upon, or otherwise dispose of any right to benefits payable hereunder or legal causes of action, shall be void. Notwithstanding the foregoing, the Plan may choose to remit payments directly to health care providers with respect to covered services if authorized by the Covered Person, but only as a convenience to Covered Persons. Health care providers are not, and shall not be construed as, either "participants" or "beneficiaries" under this Plan and have no rights to receive benefits from the Plan or to pursue legal causes of action on behalf of (or in place of) Covered Persons under any circumstances.

## **Other Legal Information**

### **Missing Persons**

If the Plan Administrator or Claims Administrator (as applicable) cannot locate an individual covered under the Plan, after making a reasonably diligent effort, including by giving written notice addressed to the individual's last known address as shown by the records of the Plan, the amount payable to the individual is forfeited to the Plan and may be used by the Plan for any permissible purpose under applicable law. In such event, the individual shall have no further claim to such amount for any reason.

### **Uncashed Checks**

If a check to you for benefits under the Plan remains uncashed for 90 days after issue, amounts attributable to such check shall be forfeited to the Plan and may be used by the Plan for permissible purpose under applicable law. In such event, you shall have no further claim to such amount for any reason.



## Access to Records

By enrolling for coverage under the Plan, you authorize the Plan Administrator, Claims Administrator and their representatives (collectively the “Administrators”) to have access, in accordance with applicable law, to any records and medical information held by any provider who delivers services to you under the Plan. You also authorize the Administrators to use your records and medical information for claims processing, including, without limitation, claims by Leidos for reimbursement or subrogation under the Plan; medical care claims data evaluation; quality of care assessment; medical service utilization review; and evaluation of potential or actual claims against the Administrators.

## No Surprises Act

The following terms will apply to applicable Plan coverage, to the extent not otherwise described in any Benefits Booklets/Summaries:

Emergency Medical Condition. For purposes of the Plan, emergency medical condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of medical attention to result in a condition described in the federal Emergency Medical Treatment and Labor Act, including: (1) placing the health of the individual or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

Visit. For purposes of the Plan, the scope of a visit to a participating health care facility is expanded as necessary to include the furnishing of equipment and devices, telemedicine services, imaging services, laboratory services, and preoperative and postoperative services, regardless of whether the provider furnishing such items or services is at the facility.

Independent Dispute Resolution (IDR) Process. When Open Negotiations Fail to Result in an Agreed Upon Out of Network (OON) Rate for OON Claims in Which Balance Billing is Prohibited. Providers, facilities and air ambulance providers will meet deadlines, attest to no conflicts of interest, choose a certified IDR entity, submit a payment offer and provide additional information if needed. Providers, facilities and air ambulance providers agree to utilize the U.S. Department of Labor’s mandatory notices and use the federal IDR internet-based portal.

Air Ambulance Billing. When a Plan participant receives air ambulance services from a nonparticipating provider and such services would be covered by the Plan if provided by a participating provider, the Plan shall: (i) calculate cost-sharing with respect to these services as though such services were obtained from a participating provider; (ii) calculate cost-sharing based on the lesser of the Qualifying Payment Amount or the billed amount for the services; (iii) count the cost-sharing amounts toward the in-network



deductible and in-network out-of-pocket maximum; and (iv) pay to the provider an initial payment or send a notice of denial within 30 days after the bill is received and pay the total amount due directly to the provider. Any disputes between the air ambulance service provider and Plan shall be resolved through the open negotiation and IDR process.

Continuing Care Patient. A continuing care patient is defined as an individual with respect to a provider or facility who is: (i) undergoing a course of treatment for a serious and complex condition from the provider or facility; (ii) undergoing a course of institutional or inpatient care from the provider of facility; (iii) scheduled to undergo non-elective surgery from the provider or facility, including postoperative care with respect to such facility; (iv) pregnant and undergoing a course of treatment for the pregnancy; or (v) determined to be terminally ill and is receiving treatment for such illness.

External Review. All external reviews shall, as applicable, be conducted in accordance with the requirements of the No Surprises Act (including all implementing guidance and regulations). Please contact the Plan Administrator for additional information about this external review process.

## **Interpretation and Governance**

### **Delegation of Duties**

The Plan Administrator has the exclusive discretionary authority to determine all matters relating to interpretation and operation of the plan, including eligibility, coverage and benefits. The Plan Administrator may delegate any of its duties and responsibilities to one or more persons or entities. Such delegation of authority must be in writing and must identify the delegate and the scope of the delegated responsibilities. Decisions by the Plan Administrator, or any authorized delegate, will be conclusive and legally binding on all parties.

### **Plan Amendment and Termination**

Leidos reserves the right to change, amend, suspend, or terminate any or all of the benefits under the Plan, in whole or in part, at any time for any reason in its sole discretion, by action of a designated corporate officer or employee delegated authority for such actions by the Leidos Board of Directors. Leidos' rights include the right to obtain coverage and/or administrative services from additional or difference insurance carriers, third party administrators, etc., and the right to revise the amount of employee contributions. Employees will be notified of any material modifications to the Plan.

Nothing in this document says or implies that participation in the Plan is a guarantee of continued employment, nor is anything in this document intended to guarantee that benefit levels or costs will remain unchanged in future years.



## Questions

Leidos cannot advise you regarding tax, investment or legal considerations relating to the plan. Therefore, if you have questions regarding benefit planning, you should seek advice from a personal advisor (e.g., legal counsel, tax advisor, investment advisor, etc.).

Questions concerning the Plan can be directed to the Plan Administrator. A copy of the plan document is available for your inspection upon request.



## Plan Administrative Information

Important administrative information for each Leidos Plan is described in this section. For a comprehensive contact information list, go to [Contact Information](#).

### Self-Insured Medical Plans

<b>Leidos Benefit Plan:</b>	<ul style="list-style-type: none"> <li>• SmarterCare Basic CDHP Plan</li> <li>• SmarterCare Essential CDHP Plan</li> <li>• SmarterCare Elite CDHP Plan</li> <li>• SmarterCare PPO Plan</li> </ul>
<b>Type of Plan:</b>	Group health plans
<b>Plan Sponsor:</b>	<b>Leidos, Inc.</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Sponsor Employer Identification No.:</b>	95-3630868
<b>Plan Administrator:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Group Number:</b>	Anthem - 201108
<b>Plan Number:</b>	501
<b>Agent for Service of Legal Process:</b>	Legal process may be served on the Plan Administrator at the address specified above.
<b>Plan Year:</b>	January 1 – December 31
<b>Funding:</b>	The plans are self-funded and self-administered by Leidos. Leidos and participants share the cost of coverage.
<b>Claims Administrators:</b>	<p><b>Anthem</b> P.O. Box 105187 Atlanta, GA 30348-5187 833-549-1179</p> <p><b>Capital Rx</b> Attn: Claims Dept. 9450 SW Gemini Dr., #87234 Beaverton, OR 97008 833-202-5926</p>



## Dental PPO Plans

<b>Leidos Benefit Plan:</b>	<b>Leidos Dental PPO Plan</b>
<b>Type of Plan:</b>	Group dental plan
<b>Plan Sponsor:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Sponsor Employer Identification Number:</b>	95-3630868
<b>Plan Administrator:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Group Number:</b>	698685-50
<b>Plan Number:</b>	501
<b>Agent for Service of Legal Process:</b>	Legal process may be served on the Plan Administrator at the address specified above.
<b>Plan Year:</b>	January 1 – December 31
<b>Funding:</b>	The plans are self-funded and self-administered by Leidos. Leidos and participants share the cost of coverage.
<b>Claims Administrators:</b>	Delta Dental of VA 4818 Starkey Road Roanoke, VA 24018 800-237-6060



## Vision Plans

<b>Leidos Benefit Plan:</b>	<b>Vision Plans</b>
<b>Type of Plan:</b>	Group vision plan
<b>Plan Sponsor:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Sponsor Employer Identification Number:</b>	95-3630868
<b>Plan Administrator:</b>	Vision Service Plan 3333 Quality Drive Rancho Cordova, CA 95670 800-852-7600
<b>Group Number:</b>	12180678
<b>Plan Number:</b>	501
<b>Agent for Service of Legal Process:</b>	Legal process may be served on the Plan Administrator at the address specified above.
<b>Plan Year:</b>	January 1 – December 31
<b>Funding:</b>	Fully insured. Participants pay the full cost of coverage. To be covered by benefits, participants make pre-tax contributions.
<b>Claims Administrators:</b>	Vision Service Plan P.O. Box 385018 Birmingham, AL 35238-5018 800-852-7600



## Life and AD&D Insurance Plans

<b>Leidos Benefit Plan:</b>	<b>Basic Term Life Insurance, Group Universal Life Insurance, Basic AD&amp;D Insurance, and Voluntary AD&amp;D Insurance</b>
<b>Type of Plan:</b>	Group term life insurance plans; Accidental Death & Dismemberment
<b>Plan Sponsor:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Sponsor Employer Identification Number:</b>	95-3630868
<b>Plan Administrator:</b>	<b>Life Insurance:</b> Prudential Insurance Company of America P.O. Box 8517 Philadelphia, PA 19176  <b>Accidental Death &amp; Dismemberment Insurance:</b> New York Life Group Benefit Solutions P.O. Box 22328 Pittsburgh, PA 15222-0328
<b>Policy Number:</b>	Life Ins: Control #52844 AD&D: OK 819515
<b>Agent for Service of Legal Process:</b>	Legal process may be served on the Plan Administrator at the address specified above.
<b>Plan Year:</b>	January 1 – December 31
<b>Funding:</b>	Fully insured. Leidos pays the full cost of Basic Term Life Insurance and Basic AD&D Insurance. Participants pay the full cost of coverage for Group Universal Life Insurance and Voluntary AD&D Insurance.
<b>Claims Administrators:</b>	<b>Life Insurance:</b> Prudential Insurance Company of America P.O. Box 8517 Philadelphia, PA 19176 <b>Accidental Death &amp; Dismemberment Insurance:</b> New York Life Group Benefit Solutions P.O. Box 22328 Pittsburgh, PA 15222-0328



## Business Travel Accident Insurance

<b>Leidos Benefit Plan:</b>	<b>Business Travel Accident Insurance</b>
<b>Type of Plan:</b>	Group business travel accident insurance plans
<b>Plan Sponsor:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Sponsor Employer Identification Number:</b>	95-3630868
<b>Plan Administrator:</b>	<b>New York Life Group Benefit Solutions</b> P.O. Box 22328 Pittsburgh, PA 15222-0328
<b>Policy Number:</b>	ABL-65 86 41
<b>Agent for Service of Legal Process:</b>	Legal process may be served on the Plan Administrator at the address specified above.
<b>Plan Year:</b>	January 1 – December 31
<b>Funding:</b>	Fully insured. Leidos pays the full cost of Business Travel Accident Insurance.
<b>Claims Administrators:</b>	New York Life Group Benefit Solutions P.O. Box 22328 Pittsburgh, PA 15222-0328
<b>Claim Forms:</b>	Claim forms are available from Employee Services. Completed claim forms, along with supporting documentation, should be submitted directly to Leidos Employee Services 1750 Presidents Street Reston, VA 20190 <a href="mailto:AskHR@Leidos.com">AskHR@Leidos.com</a>



## Short-Term Disability Plan

<b>Leidos Benefit Plan:</b>	<b>Voluntary Short-Term Disability Insurance</b>
<b>Type of Plan:</b>	Disability plan
<b>Plan Sponsor:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Sponsor Employer Identification Number:</b>	95-3630868
<b>Plan Administrator:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Manager:</b>	Sedgwick 3280 E. Foothill Blvd., Suite 250 Pasadena, CA 91107 800-939-4911
<b>Plan Number:</b>	515
<b>Agent for Service of Legal Process:</b>	Legal process may be served on the Plan Administrator at the address specified above.
<b>Plan Year:</b>	January 1 – December 31
<b>Funding:</b>	Employees pay the full cost of Voluntary Short-Term Disability Insurance.
<b>Claims Administrators:</b>	Sedgwick 3280 E. Foothill Blvd. Suite 250 Pasadena, CA 91107



## Long-Term Disability Plan

<b>Leidos Benefit Plan:</b>	<b>Long-Term Disability Insurance</b>
<b>Type of Plan:</b>	Disability plan
<b>Plan Sponsor:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Sponsor Employer Identification Number:</b>	95-3630868
<b>Plan Administrator:</b>	<b>New York Life</b> P.O. Box 22328 Pittsburgh, PA 15222-0328
<b>Plan Number:</b>	LK-980003
<b>Agent for Service of Legal Process:</b>	Legal process may be served on the Plan Administrator at the address specified above.
<b>Plan Year:</b>	January 1 – December 31
<b>Funding:</b>	Fully insured. If elected, employees pay the full cost of Long- Term Disability Insurance.
<b>Claims Administrators:</b>	New York Life Group Benefit Solutions P.O. Box 22328 Pittsburgh, PA 15222-0328



## Flexible Spending Accounts

<b>Leidos Benefit Plan:</b>	<b>Health Care Flexible Spending Account and Dependent (Day) Care Flexible Spending Account</b>
<b>Type of Plan:</b>	Group health and welfare plans
<b>Plan Sponsor:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Sponsor Employer Identification Number:</b>	95-3630868
<b>Plan Administrator:</b>	<b>Leidos</b> Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
<b>Plan Manager:</b>	HSA Bank P.O. Box 939 Sheboygan, WI 53082-0939 Customer Service: 1-877-851-5276
<b>Agent for Service of Legal Process:</b>	Legal process may be served on the Plan Administrator at the address specified above.
<b>Plan Year:</b>	January 1 – December 31
<b>Funding:</b>	Self-funded. Benefits are funded with voluntary pre-tax contributions made by enrolled participants.
<b>Claims Administrators:</b>	HSA Bank P.O. Box 939 Sheboygan, WI 53082-0939 Customer Service: 1-877-851-5276

