# **Leidos Benefits Summary Plan Description**

Leidos recognizes that benefits are an important part of your overall compensation. The SPD is designed to provide you with important information you need to know about your benefits at Leidos.

As an eligible Leidos employee, you have the flexibility to choose from a wide variety of benefits that offer you and your family important health and financial protection. Simply use the links to learn more about:

- Participating in the Plans
- Medical Plan Options
- Dental Plan Options
- Vision Plans Options
- Life and Accidental Death & Dismemberment (AD&D) Insurance
- Disability Program
- Flexible Spending Accounts
- Health Savings Account (HSA)
- Well-Being Program
- Plan Information

If you cannot find what you're looking for here or have further questions about your benefits, contact HR Services.

We have also included a <u>Life Events</u> section, which can help you quickly find information about what to do and what benefit choices you can make when you experience life changing situations like getting married or entering into registered domestic partnership, having a child, moving to a new home, and more.

**Please note:** Although the information contained within this document has gone through extensive review by the plan insurance carriers, some portions may require additional confirmation and finalization, and may be subject to change. To verify whether certain information has been finalized, contact <u>Corporate Benefits</u>.

The benefits described in this document are not applicable to employees of Leidos Biomedical Research, Inc., 1901 Group, Dynetics or QTC. This document contains only highlights of the Leidos benefit plans. Plan documents and insurance contracts contain full provisions. If there is a discrepancy between the information in this document and in plan documents/insurance contracts, the plan documents or insurance contracts will govern. Leidos reserves the right to amend, change or terminate the plans, programs and policies described in this document. Any payment of benefits depends on your eligibility to receive them.

# **Leidos Benefits Summary Plan Description**

### Participating in the Plans

Leidos' benefit programs are intended to provide a competitive and comprehensive level of protection for our employees and their families through health care plans, disability income protection, life insurance and other employee benefits.

The benefits described in this document are not applicable to employees of Leidos Biomedical Research, Inc., QTC. 1901 Group or Dynetics.

Pre-existing condition clauses do not apply to any of Leidos' medical plans.

Please refer to the Dental Plan section of this SPD site for information on the dental plan exclusions. Additionally, the individual dental carriers should be contacted for information on the specific exclusions for dental work in progress.

Please review Life and LTD plan types for language describing pre-existing conditions and exclusions.

For more information on participating in the plans:

- Eligibility
- When Coverage Begins
- Cost of Coverage
- Enrolling for Coverage
- Changing Coverage (Qualified Life Event Changes)
- When Coverage Ends
- Continuing Coverage

# **Eligibility**

Participation in Leidos' benefit programs is available to eligible employees and their eligible dependents:

- Employees
- Dependents (including Spouse)
- Registered Domestic Partners

### **Employees**

A Leidos employee is eligible to enroll in Leidos benefit programs under the following conditions:

Employee Eligibility								
Type of Coverage	Eligibility Requirements							
Medical, Dental, Vision, Employee Assistance Program, Flexible Spending Accounts, Health Savings Account, Well-Being, Disability, and Life and Accidental Death and Dismemberment Insurance Programs	Must be an active, regular full-time employee working at least 30 hours per week; or  Must be a part time employee regularly.							
Thousand Trograms	Must be a part-time employee, regularly scheduled to work at least 12 hours per week but less than 30 hours per week; and							
	Consulting Employees (CEs) are eligible for Leidos-sponsored medical coverage only.							
	Must live in the geographic area served by a particular plan.							
	<ul> <li>For salary based plans (i.e., Disability, Life Insurance and Accidental Death &amp; Dismemberment Insurance) the benefit is pro-rated for part-time employees working at least 12 hours per week</li> </ul>							
Cigna International Medical and Dental Plan	Available to expatriate employees scheduled to be overseas for at least six months or more.							

# **Dependents**

Participants may also enroll their eligible dependents in some Leidos benefit programs. Dependents that are eligible to be enrolled in these programs are:

- The participant's legal spouse or registered domestic partner (See "Registered Domestic Partners");
- Each child of the participant or registered domestic partner\* younger than age 26\*\*, including:
  - A natural child or stepchild\*\*\*;
  - An adopted child (coverage begins as of the earlier of the date the child was placed in the participant's home or the date of final adoption); and
  - Any other child who depends on the participant for support and lives with the participant in a parent-child relationship, if the participant provides proof of legal guardianship.
- Unmarried children, age 26 and older who are incapable of self-sustaining employment because they are mentally or physically disabled, as long as:



- The mental or physical disability existed while the child was covered under the plan and began before age 26;
- The child is primarily dependent on the participant for support; and
- The participant provides periodic evidence of incapacity

Participants must notify the Employee Services, in writing, within 31 days of any change in dependent eligibility.

- \* To qualify for coverage under Leidos' life insurance programs, a registered domestic partner's child must reside with the Leidos participant and be born to or legally adopted by the registered domestic partner.
- \*\* TRICARE Supplement coverage is available to unmarried dependent children under age 21 (or under age 23 if a full-time student). It is available to unmarried dependent children younger than age 26 if the participant is enrolled in the TRICARE Young Adult (TYA) program and as long as the children are not eligible for other employer-sponsored health coverage. Domestic partners and domestic partner children are not eligible for coverage under the TRICARE Supplement plan.
- \*\*\* To qualify for coverage under Leidos' life insurance programs, a stepchild must reside with the Leidos participant.

# Important: If a Participant's Spouse, Registered Domestic Partner or Dependent Is a Leidos Employee

No one can receive "double coverage" under Leidos' benefit programs. Therefore, participants may not cover a spouse, registered domestic partner or dependent child if that spouse, registered domestic partner or child is also a Leidos employee and has elected his or her own coverage.

If a participant and his or her spouse or registered domestic partner are both Leidos employees, each can choose individual coverage or one can cover the other as a dependent — but not both.

If the participant has children, only the participant or spouse or registered domestic partner can choose coverage for dependent children.

Page 3 of 12



### **Registered Domestic Partners**

The participant may enroll his or her registered domestic partner and the registered domestic partner's eligible dependent children in participating medical, dental and vision plans in which the participant is enrolled.

Dependent life insurance is also available to registered domestic partners and their children. To qualify for coverage under Leidos' life insurance programs, a registered domestic partner's child must reside with the Leidos participant and be born to or legally adopted by the registered domestic partner.

For purposes of Leidos coverage, a registered domestic partnership is a committed same-sex or opposite-sex relationship, in which registered domestic partners:

- Live together at the same address and have lived together continuously for at least one year;
- Are not legally married to one another or anyone else;
- Do not have another registered domestic partner and have not signed a registered domestic partner declaration with another within the past year;
- · Are mentally competent to consent to a contract or affidavit;
- Are not related by blood in such a way as would prohibit legal marriage; and
- Are jointly responsible for each other's common welfare and are financially interdependent

A *Declaration of Domestic Partnership* must be completed, notarized and submitted with any other required documents in order to enroll a registered domestic partner. The Declaration must be presented to insurers upon request. Contact Leidos Employee Services for additional information on enrolling in registered domestic partner coverage. The *Declaration of Domestic Partnership* form can be found on Prism.

Registered domestic partner coverage is different from spouse coverage. For instance:

- Participant contributions for registered domestic partner coverage and their eligible children must be paid on an after-tax basis;
- The value of benefits provided to a registered domestic partner and/or his or her eligible children
  is considered taxable income. As a result, the Leidos employee must pay any state, federal, FICA
  and other applicable tax withholding in the form of imputed income. This amount is based on the
  value of the coverage Leidos provides to the partner.



### **Dependent Eligibility Verification (DEV) Process**

As a government contractor, the company is required by the Defense Contract Audit Agency (DCAA) to demonstrate that our claims for benefit costs are legitimate and ensure that we provide health and welfare benefit coverage only to eligible dependents of our employees. This ongoing verification also assures that the company does not bill the customer for medical costs associated with ineligible dependents.

To support this ongoing effort, the company maintains a Dependent Eligibility Verification (DEV) program which is administered by a third-party administrator, Budco. Throughout the year, Budco verifies that any dependent added to our plans is, in fact, eligible for coverage. This includes dependents who are enrolled as a result of new employees joining the company, a qualifying life event (i.e., marriage, birth), as well as new dependents added to our plans during the annual Open Enrollment (OE) period in the fall.

In addition to the ongoing verification process, the company is also required to perform random dependent verifications - even if an employee's dependents were previously verified. This is necessary in order to ensure that a dependent's eligibility remains unchanged.

If an employee receives a request from Budco to verify current dependents, even if the dependent has been verified before, it is critical that the request is not ignored. Failure to provide the requested documentation within the specified timeframe will result in the dependent(s) being deemed ineligible and removed from our plans.

Covering ineligible dependents is a violation of the company's Code of Conduct and could expose the company to sanctions from the government. The company's eligibility verification process helps ensure that we are compliant with our requirements as a government contractor.

Questions about the dependent eligibility verification program may be directed to Budco at 866-488-2001, or Employee Services at 855-553-4367, option 3 or via email at ASKHR@Leidos.com.

# When Coverage Begins

The date coverage begins depends on whether the participant is a new employee or is currently enrolled.



### **New Employees**

Newly hired employees must enroll within 31 days of the date they become eligible. When hired, the employee will receive a package of enrollment materials, including instructions on how to enroll. The effective date of coverage is the employee's date of hire. If the participant is disabled and away from work on the date coverage would begin, coverage will take effect on the day the participant returns to work. Coverage for enrolled dependents will take effect on the same date as the participant's coverage start date or as of the date the dependent becomes eligible for coverage.

Changes may not be made to benefit elections until the following Open Enrollment period unless a qualified status change occurs. Please see Changing Coverage (Qualified Status Changes). Coverage changes are generally effective on the date of the qualified status change.

### **Current Employees**

An Open Enrollment period is held every fall, during which all eligible employees can enroll in, change or drop coverage. Changes are effective on January 1 following the Open Enrollment period. Information, including instructions on how to enroll, will be provided during the Open Enrollment period each year.

# **Cost of Coverage**

Leidos and the participant share the cost of benefit coverage. Leidos pays a large percentage of the cost for most benefits. As part of the enrollment process, participants authorize Leidos to deduct their share of the cost (premiums) for applicable benefits from their pay. The amount of the contribution depends on the benefit election. Contribution rates are reviewed annually and adjusted as necessary, generally at the beginning of the new year.

# **How Pre-Tax Premium Contributions Affect Take-Home Pay**

Premiums for certain Leidos benefits are deducted from a participant's pay before Social Security taxes and federal, state, and local (where applicable) income taxes are deducted. Paying premiums before taxes are taken out reduces the amount of gross salary. This lowers taxable income and, therefore, lowers the amount of payable income tax.

In exchange for lowering a participant's taxable income, the IRS restricts his or her ability to change coverage during the year unless the participant or dependent experiences a qualified status change or changes coverage during an Open Enrollment period.



# **Enrolling for Coverage**

Participants must make their benefit elections within 31 days of being hired, during the Open Enrollment period, or after a qualified status change.

Participants will select from among a number of plan options prior to enrolling for coverage. The plan the participant chooses during enrollment will apply to the participant and each of his or her covered dependents and will remain in effect for the entire plan year. In the case of a qualified status change, under most circumstances, the participant will be able to change only the level of coverage (i.e., Employee Only, Family Coverage) but not change coverage options (switch from one plan to another). The participant may also choose to drop coverage. If a participant does not make an election during the Open Enrollment period, his or her current coverage choices will remain in effect for the next plan year, except for participation in Health Savings Account and Flexible Spending Accounts.

When enrolling for certain plans, participants must choose a level of coverage, which indicates who will be covered for benefits:

- Employee only;
- Employee and spouse or registered domestic partner;
- Employee and one or more children; or
- Family coverage

Levels of coverage may not be changed until the next Open Enrollment period unless the participant or dependents experience a qualified status change (see "Changing Coverage (Qualified Status Changes)"for more information).

# **Open Enrollment**

Open Enrollment is generally held in the fall for a coverage-effective date of January 1. Participants may enroll in, change or drop coverage. Participants should review the Open Enrollment information carefully for information about benefit changes for the following year, including changes in benefit levels and participant contribution rates.

#### Important: Annual Enrollment for Health Savings Accounts and Flexible Spending Accounts

Participants may not roll over their elections in a Health Savings Account or a Flexible Spending Account from year to year. They must re-enroll annually and elect the amount of pre-tax contributions they wish to make. If they do not re-enroll in the Flexible Spending Account each plan year, they will not be able to participate and will have to wait until the following Open Enrollment period to re-enroll.



# **Changing Coverage (Qualified Life Event Changes)**

Because contributions for most benefits are deducted on a pre-tax basis, IRS regulations require that a participant, once enrolled, may not change his or her election until the next Open Enrollment period unless he or she experiences a qualified status change.

Experiencing a qualified life event change allows a participant to change the level of coverage (but not to switch plans) within 31 days of the event. Qualified status changes include, but are not limited to:

- Adding a dependent through marriage, registered domestic partnership, birth, adoption or legal guardianship;
- Losing a dependent through legal separation, annulment, divorce, dissolving of a registered domestic partnership or death;
- Dependent's loss of eligibility by attaining age 26;
- Loss of other health insurance coverage through the employer of a spouse or registered domestic partner (for example, because of layoff, termination, disability, severance, substantial reduction in benefits or reduction in work hours);
- Gaining eligibility for other coverage through the Health Insurance Marketplace, a spouse's or registered domestic partner's plan, COBRA or Medicare (or MediCal in California);
- Receiving a court order a Qualified Medical Child Support Order (QMCSO) requiring the
  addition of medical coverage for children not in the participant's custody;
- Changing residence and thereby affecting access to a plan service area; and
- Changing child or adult care situations, such as providers or costs.

#### Important: Benefit Change Must be Consistent with Qualified Status Change.

Any changes made outside of the Open Enrollment period must be consistent with the qualified status change event. The participant may add a spouse as a dependent, for example, after a marriage, but may not change from one plan to another. A qualified status change does not occur when a participant's provider leaves a plan or network.

Participants must contact Employee Services within 31 days of a qualified status change event.

# When Coverage Ends

Coverage for most benefits will end as of the last day of the pay period for:

- Termination of employment\*;
- Failure to pay required premiums;



- Commencement of a leave of absence;
- Loss of eligibility status;
- Strike\*\*

In the case where the participant is still covered but the dependent loses eligibility, coverage for dependents end on the date they no longer meet the definition of **dependent** under Leidos' plan. If the participant is divorcing, or is granted a legal separation, coverage for the spouse ends on the day the divorce is final or the effective date of the legal separation. If dissolving a registered domestic partnership, coverage for the registered domestic partner ends on the date reflected as the Termination of Domestic Partnership.

Coverage for children ends on the last day of the month of their 26th birthday.

Coverage for a permanently disabled child continues as long as the child qualifies as a disabled dependent as determined by the plan. Periodic proof of continued disability (generally once every 24 months) will be required.

\*If a participant's disability started prior to termination of employment, disability benefits will continue to be paid up to the maximum duration approved under the plan.

\*\* For collectively bargained participants, disability benefits will continue to be paid if a strike occurs and the disability started prior to the strike. Benefits will be paid up to the maximum duration approved under the plan.

# Family and Medical Leave

Federal law and Leidos policy determine eligibility for family and medical leave. Eligible employees may take up to 12 weeks of unpaid family and medical leave. Leidos will continue health care coverage for a participant and covered dependents while the participant is on approved family or medical leave unless the participant elects to suspend coverage during the leave. If continued coverage is elected, the participant is responsible for the same contribution paid while working. If suspension of coverage is elected, the same elections in effect prior to the leave will be reinstated when the participant returns to work, unless the participant experiences a **qualified life event change**.

# **Disability**

If a participant is totally disabled and the disability continues for more than 180 days, disability benefits may continue but health coverage under the active group plan will end. Participants may choose to continue medical, dental, and/or vision coverage at their own expense under **COBRA**. Under certain



circumstances, the participant may participate in the **Health Care Flexible Spending Account** — on an after-tax basis — under COBRA.

If an employee's disability extends beyond 180 days, life insurance benefits will continue until the earliest of the following dates:

- The date the employee is no longer disabled;
- The date the maximum benefit period ends:
  - For Basic Term Life Insurance, the maximum benefit period is 30 months from the date of disability;
  - For Group Universal Life Insurance, coverage ends on the date placed on disability.
     Continuation of coverage may be available through Prudential;
  - For Basic Dependent Life Insurance, the maximum benefit period is 30 months from the date of disability;
- The day after the period for which premiums are paid.

### **Military Leave**

If a participant is on a military leave of absence, he or she is eligible to elect COBRA continuation coverage.

COBRA coverage may continue for 24 months or until the day after the participant fails to return to work after the end of the leave, whichever is sooner. Coverage will also end if the participant fails to make any required contributions on a timely basis. See "Continuing Health Care Coverage Through COBRA" in the Plan Information section.

#### Reinstatement of Benefits

If a participant returns to work after a leave of absence, and coverage ended during the absence, coverage will be reinstated on the first day the participant returns to active work in an eligible status. If the participant is returning to work in a new plan year, new benefit elections may be required for certain plans, such as the **Flexible Spending Accounts**.

# **Continuing Coverage**

A federal law called the Consolidated Omnibus Budget Reconciliation Act (COBRA) enables a participant and his or her covered dependents to continue health insurance if their coverage ends due to a reduction



of work hours or termination of employment (other than for gross misconduct). Federal law also enables a participant's dependents to continue health insurance if their coverage stops due to the participant's death or entitlement to Medicare; divorce; legal separation; dissolution of domestic partnership; or when the child no longer qualifies as an eligible dependent. The participant must elect coverage according to the rules of the Leidos health care plans. Continuation is subject to federal law, regulations, and interpretations.

In accordance with COBRA, a participant and his or her family have some important rights concerning the continuation of group health care benefits if that coverage ceases.

### **Eligibility for COBRA**

Who Is eligible For COBRA:

- A covered participant who loses coverage due to termination (other than termination for gross misconduct) or reduction in work hours. Termination includes voluntarily quitting, layoff, and lack of work due to a work location closure.
- The spouse, registered domestic partner 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, legal separation, or dissolution of a domestic partnership of the covered employee from his or her spouse or domestic partner;
  - o 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

# **Continuing Coverage Through COBRA**

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

### **COBRA End Date**

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;



- 24 months in the case of military leave of absence;
- 29 months in the event of a disability, according to Social Security;
- 36 months in the event of legal separation, divorce; dissolution of domestic partnership 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

The participant must apply for this coverage continuation within 60 days from the date the participant's Leidos medical coverage terminates or the date of notification, whichever is later. The participant then has 45 days from the date he or she elected continued coverage to pay all of the premiums back to the date he or she would have lost plan coverage. The participant will be charged the plan's full cost of providing a continued coverage, plus an additional 2% administrative fee (102% of the premium). If the participant wants to continue coverage through COBRA, please contact the number indicated on the notification letter, or, if eligible due to divorce, legal separation, dissolution of domestic partnership, or loss of dependent status, contact Leidos Employee Services for more information.

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) during the first 18 months of COBRA indicating the onset of the disability was within 60 days of losing coverage; and the Plan Administrator is informed of that within 60 days of receipt of the Notice of Award letter from Social Security by receiving a copy of that letter. A participant who qualifies for the disability extension will be charged the plan's full cost of providing a continued coverage, plus an additional 50% administrative fee (150% of the premium).

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



# **Leidos Benefits Summary Plan Description**

#### Medical Plans

Leidos offers eligible employees four (4) comprehensive Consumer Directed Health Plans (CDHP) featuring a Health Savings Account (HSA):

- Healthy Focus Basic Plan
- Healthy Focus Essential Plan
- Healthy Focus Advantage Plan
- Healthy Focus Premier Plan

The plans listed above are self-insured by Leidos, which means that Leidos fully funds the plans.

The CDHP plans feature a Health Savings Account (HSA) to help you save and budget for eligible healthcare expenses, with tax-free advantages. The company may contribute to the Health Savings Account (HSA) if you enroll in a Healthy Focus plan. The biweekly company contribution will be based on an employee's annual salary\* and the coverage level elected for medical coverage.

\*Note: Company's HSA contribution will be based on an employee's base salary as of their benefit eligibility/new hire date, whichever occurs later. The Company's contribution will not change during the plan year in the event that salary and/or coverage level (e.g. Employee Only to Employee+ Spouse) later change.

In addition, employees living in certain areas may also be eligible to elect medical coverage through **Health Maintenance Organizations (HMOs)** or the **CIGNA International Plan**.

# **Eligibility**

A Leidos employee is eligible to enroll in Leidos benefit programs under the following conditions:

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Type of Coverage	Eligibility Requirements
Medical Program	<ul> <li>Must be an active, regular full-time employee working at least 30 hours per week or a part-time employee, regularly scheduled to work at least 12 hours per week but less than 30 hours per week; and</li> <li>Must live in the geographic area served by a particular plan.</li> </ul>

### **Dependents**

Participants may also enroll their eligible dependents in the Leidos medical plans. Eligible dependents include:

- The participant's legal spouse or registered domestic partner(See"RegisteredDomestic Partners")
- Each child of the participant or registered domestic partner younger than age 26, including:
  - A natural child or stepchild;
  - An adopted child (coverage begins as of the earlier of the date the child was placed in the participant's home or the date of final adoption); and
  - Any other child who depends on the participant for support and lives with the participant in a
    parent-child relationship, if the participant provides proof of legal guardianship.
- Unmarried children, age 26 and older who are incapable of self-sustaining employment because they are mentally or physically disabled, as long as:
  - The mental or physical disability existed while the child was covered under the plan and began before age 26;
  - o The child is primarily dependent on the participant for support; and
  - Theparticipantprovidesperiodic evidenceofincapacity.

Participants must notify HR Employee Services, in writing, within 31 days of any change in dependent eligibility.

Important: Double coverage is not allowed under Leidos' benefit programs. Therefore, participants may not cover a spouse, registered domestic partner or dependent child who is also a Leidos employee and has elected his or her own coverage.

If a participant and his or her spouse or registered domestic partner are both Leidos employees, each can choose individual coverage or one can cover the other as a dependent — but not both.

If the participant has children, only the participant or spouse or registered domestic partner can choose coverage for dependent children.



### **Registered Domestic Partners**

The participant may enroll his or her registered domestic partner and the registered domestic partner's eligible dependent children in participating medical, dental and vision plans in which the participant is enrolled.

For purposes of Leidos coverage, a registered domestic partnership is a committed same-sex or opposite-sex relationship, in which registered domestic partners:

- Live together at the same address and have lived together continuously for at least one year;
- Are not legally married to one another or anyone else;
- Do not have another registered domestic partner and have not signed a registered domestic partner declaration with another within the past year;
- Are mentally competent to consent to a contract or affidavit;
- Are not related by blood in such a way as would prohibit legal marriage; and
- Arejointly responsible for each other's common welfare and are financially interdependent.

Employees must provide proof of Domestic Partnership Registration from a state or local domestic partner registry or submit a notarized *Declaration of Domestic Partnership* and any other required documents inorder to enroll a registered domestic partner. The Declaration must be presented to insurers upon request. Contact HR Employee Services for additional information on enrolling in registered domestic partner coverage. The *Declaration of Domestic Partnership* form can be found on the Benefits: Health & Welfare page on Prism.

Registered domestic partner coverage is different from spouse coverage. For instance:

- Participant contributions for registered domestic partner coverage and their eligible children must be paid on an after-tax basis;
- The value of benefits provided to a registered domestic partner and/or his or her eligible children is considered taxable income. As a result, the Leidos employee must pay any state, federal, FICA and other applicable tax withholding in the form of imputed income. This amount is based on the value of the coverage Leidos provides to the partner.



# **Dependent Eligibility Verification (DEV) Process**

As a government contractor, Leidos is required by the Defense Contract Audit Agency (DCAA) to demonstrate that our claims for benefit costs are legitimate and ensure that we provide health and welfare benefit coverage only to eligible dependents of our employees. This ongoing verification also assures that the company does not bill the customer for medical costs associated with ineligible dependents.

To support this ongoing effort, the company maintains a Dependent Eligibility Verification (DEV) program which is administered by a third-party administrator, Budco. Throughout the year, Budco verifies that any dependent added to our plans is, in fact, eligible for coverage. This includes dependents who are enrolled as a result of new employees joining the company, a qualifying life event (i.e., marriage, birth), as well as new dependents added to our plans during the annual Open Enrollment (OE) period in the fall.

In addition to the ongoing verification process, the company is also required to perform random dependent verifications - even if an employee's dependents were previously verified. This is necessary in order to ensure that a dependent's eligibility remains unchanged.

If an employee receives a request from Budco to verify current dependents, even if the dependent has been verified before, it is critical that the request is not ignored. Failure to provide the requested documentation within the specified time frame will result in the dependent (s) being deemed in eligible and removed from our plans.

Covering ineligible dependents is a violation of the company's Code of Conduct and could expose the company to sanctions from the government. The company's eligibility verification process helps ensure that we are compliant with our requirements as a government contractor.

Questions about the dependent eligibility verification program may be directed to Budco at 866-488-2001, or HR Services at 855-553-4367, option 3 or via email at <a href="mailto:AskHR@Leidos.com">AskHR@Leidos.com</a>.

# **Healthy Focus Basic Plan**

The Healthy Focus Basic plan is a Consumer Driven Healthcare Plan (CDHP) that gives participants a choice when it comes to getting medical care. Participants may go to any provider they wish; however, when they use a provider participating in the CDHP network, they receive a higher level of benefits.



Most in-network and out-of-network services are covered at 50% after the deductible. Regardless of whether a participant uses a network or out-of- network provider, the Healthy Focus Basic plan covers a broad range of medical services and supplies, including office visits, emergency care, hospital stays and surgical procedures. The plan also covers prescription drugs purchased at a retail pharmacy or through the mail-order program.

### **Healthy Focus Basic Plan: Cost of Coverage**

This section will help participants understand how they pay for medical coverage under the Healthy Focus Basic plan.

#### **Employee Contributions**

Leidos and participants share in the cost of coverage. Each pay period, employee contributions are deducted from the participant's paycheck. The employee contribution amount will vary based on the coverage level elected:

- Employee only;
- Employee plus spouse or domestic partner;
- Employee plus oneormore children; or
- Family coverage

#### **Annual Deductible**

Your deductible depends on who you cover. The individual deductible applies to employee only coverage; if you enroll one or more dependents, the family deductible applies. The applicable deductible must be met before the plan shares in the cost of non-preventive care. The individual (employee only coverage) deductible is \$4,000; the family deductible is \$8,000.

The annual deductible is waived for certain services, provided by in-network physicians, including preventive care office visits, periodic health assessments, well-childcare, preventive lab and X-ray, routine mammograms, routine pap smears, and PSA/DRE.

Eligible health services applied to the in-network deductible will not be applied to satisfy the out-of-network deductible. Eligible health services applied to the out-of-network deductible will not be used to satisfy the in-network deductible.



#### Coinsurance

"Coinsurance" is the percentage of eligible expenses participant pays for medical services once the participant meets the annual deductible.

#### **Annual Out-Of-Pocket Maximum**

The "out-of-pocket maximum" is the amount of deductible and coinsurance payments a participant must pay each calendar year before the Healthy Focus Basic plan begins paying 100% of eligible expenses up to the negotiated rate (for in-network providers) or reasonable and customary (R&C) limit (for out-of-network providers), whichever applies. This maximum is designed to protect a participant from catastrophic costs. See "Network Benefits" in the Healthy Focus Basic plan section for more information about negotiated rates and "Out-of-Network Benefits" for more information about R&C limits.

The following expenses do not count toward a participant's annual out-of-pocket maximum:

- Payments for eligible expenses incurred in a different calendar year;
- Charges that are not covered under the plan;
- Charges that exceed R&C limits; and
- Charges that exceed the maximum benefits for that year

Your out-of-pocket maximum depends on who you cover. The individual out-of-pocket maximum applies to employee only coverage; if you enroll one or more dependents, the family out-of-pocket maximum applies. The individual (employee only coverage) annual out-of-pocket maximum is \$6,750; the family annual out-of-pocket maximum is \$13,500 (with an embedded in-network individual maximum of \$8,550). The embedded individual maximum within the family coverage level means that once a member incurs \$8,550 in eligible expenses, the Plan will pay 100% of that member's eligible claims for the remainder of the plan year.

Eligible health services applied to the in-network out-of-pocket maximum will not be applied to satisfy the out-of-network out-of-pocket maximum. Eligible health services applied to the out-of-network out-of-pocket maximum will not be used to satisfy the in-network out-of-pocket maximum.

# **Healthy Focus Basic Plan: Plan Design**

This section will help participants understand how benefits are payable under the Healthy Focus Basic plan.



#### **Network Benefits**

If a participant receives services from a network provider, he or she generally saves money because providers in the CDHP network have agreed to charge patients lower, negotiated rates. The participant must meet the annual deductible for most services. Then, whenever the participant receives medical services, he or she pays a percentage of the provider's negotiated rate (coinsurance). The plan pays the remaining amount.

There are no claim forms to file because the CDHP network provider submits claims for the participant.

#### **Out-of-Network Benefits**

When a participant uses a provider who does not participate in the CDHP network, that provider is considered to be out-of-network.

The participant must meet the annual deductible. Then, whenever the participant receives medical services, the plan pays a percentage of the cost of services, up to the reasonable and customary limit. The participant pays the remaining percentage (coinsurance) plus any amount above the reasonable and customary limit.

Participants who go to out-of-network providers may be responsible for filing their own claims for reimbursement. Participants should check with their provider for information on their payment and claim filing policies.

#### Reasonable and Customary (R&C) Limit

The R&C limit is the maximum amount the plan will pay for a covered service received from an out-ofnetwork provider, based on what providers in the participant's geographic area charge for similar services.

Participants are responsible for paying any difference between the R&C limit and the amount billed. The determination of what the reasonable and customary limit is for a specific medical service is within the sole discretion of the Claims Administrator and is not subject to challenge or review.



#### Multiple and Bilateral Surgical Procedures

Multiple surgical procedures consist of more than one surgical procedure performed on the same date of service during the same surgical session. Bilateral surgeries consist of surgery performed during the same surgical session through separate incisions to matching parts of the body (e.g., both shoulders). When multiple or bilateral surgical procedures are performed during the same operative setting, the allowed amount of secondary and subsequent procedures is reduced.

- Major(first)procedure—Covered at100% of R&C
- Second procedure

  You pay 50% of R&C
- Subsequent procedure

  You pay 75% of R&C

If multiple or bilateral surgical procedures are performed by network providers, participants will not have to pay any more as a result of the reduced amount. Participants who choose out-of- network providers could incur additional costs if the provider chooses to bill the member for the remaining balance.

#### **Multiple Scan / Images Procedure**

When multiple images of adjacent bodyparts are taken during a single session, a reduction will be applied to the technical component of the services performed. Professional fees billed separately are not affected.

- Initial scan/imaging
   Covered at 100% of R&C
- Subsequent scan/imaging –You pay 50% of R&C

# **Healthy Focus Essential Plan**

The Healthy Focus Essential plan is a Consumer Driven Healthcare Plan (CDHP) that gives participants a choice when it comes to getting medical care. Participants may go to any provider they wish; however, whenthey use a provider participating in the CDHP network, they receive a higher level of benefits.

Most in-network services are covered at65% after the deductible, while most out-of-network services are covered at 50% after the deductible. Regardless of whether a participant uses a network or out-of-network provider, the Healthy Focus Essential plan covers a broad range of medical services and supplies, including office visits, emergency care, hospital stays and surgical procedures. The plan also covers prescription drugs purchased at a retail pharmacy or through the mail-order program.



### **Healthy Focus Essential Plan: Cost of Coverage**

This section will help participants understand how they pay for medical coverage under the Healthy Focus Essential plan.

#### **Employee Contributions**

Leidos and participants share in the cost of coverage. Each pay period, employee contributions are deducted from the participant's paycheck. The employee contribution amount will vary based on the coverage level elected:

- Employee only;
- Employee plus spouse or domestic partner;
- Employee plus one or more children; or
- Family coverage

#### **Annual Deductible**

Your deductible depends on who you cover. The individual deductible applies to employee only coverage; if you enroll one or more dependents, the family deductible applies. The applicable deductible must be met before the plan shares in the cost of non-preventive care. The in-network individual (employee only coverage) deductible is \$2,000; the family deductible is \$4,000.

The annual deductible is waived for certain services, provided by in-network physicians, including preventive care office visits, periodic health assessments, well-childcare, preventive lab and X-ray, routine mammograms, routine pap smears, and PSA/DRE.

Eligible health services applied to the in-network deductible will not be applied to satisfy the out-of-network deductible. Eligible health services applied to the out-of-network deductible will not be used to satisfy the in-network deductible.

#### Coinsurance

"Coinsurance" is the percentage of eligible expenses participant pays for medical services once the participant meets the annual deductible.



#### **Annual Out-Of-Pocket Maximum**

The "out-of-pocket maximum" is the amount of deductible and coinsurance payments a participant must pay each calendar yearbeforethe Healthy Focus Essential plan begins paying 100% of eligible expenses up to the negotiated rate (for in-network providers) or reasonable and customary (R&C) limit (for out-of-network providers), whichever applies. This maximum is designed to protect a participant from catastrophic costs. See "Network Benefits" in the Healthy Focus Essential plan section for more information about negotiated rates and "Out-of-Network Benefits" for more information about R&C limits.

The following expenses do not count toward a participant's annual out-of-pocket maximum:

- Payments for eligible expenses incurred in a different calendar year;
- Charges that are not covered undertheplan;
- Charges that exceed R&C limits; and
- Charges that exceed the maximum benefits for that year

Your out-of-pocket maximum depends on who you cover. The individual out-of-pocket maximum applies to employee only coverage; if you enroll one or more dependents, the family out-of- pocket maximum applies. The individual (employee only coverage) annual out-of-pocket maximum is \$5,000; the family annual out-of- pocket maximum is \$10,000 (with an embedded in-network individual maximum of \$8,550). The embedded individual maximum within the family coverage level means that once a member incurs \$8,550 in eligible expenses, the Plan will pay 100% of that member's eligible claims for the remainder of the plan year.

Eligible health services applied to the in-network out-of-pocket maximum will not be applied to satisfy the out-of-network out-of-pocket maximum. Eligible health services applied to the out-of-network out-of-pocket maximum will not be used to satisfy the in-network out-of-pocket maximum.

# **Healthy Focus Essential Plan: Plan Design**

This section will help participants understand how benefits are payable under the Healthy Focus Essential plan.

#### **Network Benefits**

If a participant receives services from a network provider, he or she generally saves money because providers in the CDHP network have agreed to charge patients lower, negotiated rates.



The participant must meet the annual deductible for most services. Then, whenever the participant receives medical services, he or she pays a percentage of the provider's negotiated rate (coinsurance). The plan pays the remaining amount.

There are no claim forms to file because the CDHP network provider submits claims for the participant.

#### **Out-of-Network Benefits**

When aparticipantuses a provider who does not participate in the CDHP network, that provider is considered to be out of network.

The participant must meet the annual deductible. Then, whenever the participant receives medical services, the planpays a percentage of the cost of services, up to the reasonable and customary limit. The participant pays the remaining percentage (coinsurance) plus any amount above the reasonable and customary limit.

Participants who go to out-of-network providers may be responsible for filing their own claims for reimbursement. Participants should checkwith their provider for information on their payment and claim filing policies.

#### Reasonable and Customary (R&C) Limit

The R&C limit is the maximum amount the plan will pay for a covered service received from an out-of-network provider, based on what providers in the participant's geographic area charge for similar services. Participants are responsible for paying any difference between the R&C limit and the amount billed. The determination of what the reasonable and customary limit is for a specific medical service is within the sole discretion of the Claims Administrator and is not subject to challenge or review.

#### **Multiple and Bilateral Surgical Procedures**

Multiple surgical procedures consist of more than one surgical procedure performed on the same date of service during the same surgical session. Bilateral surgeries consist of surgery performed during the same surgical session through separate incisions to matching parts of the body (e.g., both shoulders). When multiple or bilateral surgical procedures are performed during the same operative setting, the allowed amount of secondary and subsequent procedures is reduced.



- Major(first)procedure—Covered at100% of R&C
- Second procedure—Youpay50% of R&C
- Subsequent procedure

  –Youpay75%ofR&C

If multiple or bilateral surgical procedures are performed by network providers, participants will not have to pay any more as a result of the reduced amount. Participants who choose out-of- network providers could incurabilitional costs if the provider chooses to bill the member for the remaining balance.

#### **Multiple Scan / Images Procedure**

When multiple images of adjacent bodyparts are taken during a single session, a reduction will be applied to the technical component of the services performed. Professional fees billed separately are not affected.

- Initial scan/imaging

   Covered at 100% of R&C
- Subsequent scan/imaging –You pay 50% of R&C

# **Healthy Focus Advantage Plan**

The Healthy Focus Advantage plan is a Consumer Driven Healthcare Plan (CDHP) that gives participants a choice when it comestogetting medical care. Participants maygotoanyprovider they wish; however, when they use a provider participating in the CDHP network, they receive a higher level of benefits.

Most in-network services are covered at 80% after the deductible, while most out-of-network services are covered at 50% after the deductible. Regardless of whether aparticipant uses a network or out-of-network provider, the Healthy Focus Advantage plan covers a broad range of medical services and supplies, including office visits, emergency care, hospital stays and surgical procedures. The plan also covers prescription drugs purchased at a retail pharmacy or through the mail order program.

# **Healthy Focus Advantage Plan: Cost of Coverage**

This section will help participants understand how they pay for medical coverage under the Healthy Focus Advantage plan.



#### **Employee Contributions**

Leidos and participants share in the cost of coverage. Each pay period, employee contributions are deducted from the participant's paycheck. The employee contribution amount will vary based on the coverage level elected:

- Employee only;
- Employee plus spouse or domestic partner;
- Employee plus oneormore children; or
- Family coverage

#### **Annual Deductible**

Your deductible depends on who you cover. The individual deductible applies to employee only coverage; if you enroll one or more dependents, the family deductible applies. The applicable deductible must be met before the plan shares in the cost of non-preventive care. The in-network individual (employee only coverage) deductible is \$1,400; the family deductible is \$2,800.

The annual deductible is waived for certain services, provided by in-network physicians, including preventive care office visits, periodic health assessments, well-childcare, preventive lab and X-ray, routine mammograms, routine pap smears, and PSA/DRE.

Eligible health services applied to the in-network deductible will not be applied to satisfy the out-ofnetwork deductible. Eligible health services applied to the out-of-network deductible will not be used to satisfy the in-network deductible.

#### Coinsurance

"Coinsurance" is the percentage of eligible expenses participant pays for medical services once the participant meets the annual deductible.

#### **Annual Out-Of-Pocket Maximum**

The "out-of-pocket maximum" is the amount of deductible and coinsurance payments a participant must pay each calendar yearbeforethe Healthy Focus Advantage planbegins paying 100% of eligible expenses up to the negotiated rate (for in-network providers) or reasonable and customary (R&C) limit (for out-of-network providers), whichever applies. This maximum is designed to protect a participant



from catastrophic costs. See "Network Benefits" in the Healthy Focus Advantage plan section for more information about negotiated rates and "Out-of-Network Benefits "for more information about R&C limits.

The following expenses do not count toward a participant's annual out-of-pocket maximum:

- Payments for eligible expenses incurred in a different calendar year;
- Charges that are not covered undertheplan;
- Charges that exceed R&C limits; and
- Charges that exceed the maximum benefits for that year

Your out-of-pocket maximum depends on who you cover. The individual out-of-pocket maximum applies to employee only coverage; if you enroll one or more dependents, the family out-of-pocket maximum must be met before the plan begins paying 100 percent for any individual. The in-network individual (employee only coverage) annual out-of-pocket maximum is \$3,000; the family annual out-of-pocket maximum is \$6,000. The family out-of-pocket maximum can be met by a combination of family members or by any single individual within the family.

Eligible health services applied to the in-network out-of-pocket maximum will not be applied to satisfy the out-of-network out-of-pocket maximum. Eligible health services applied to the out-of-network out-of-pocket maximum will not be used to satisfy the in-network out-of-pocket maximum.

# Healthy Focus Advantage Plan: Plan Design

This section will help participants understand how benefits are payable under the Healthy Focus Advantage plan.

#### **Network Benefits**

If a participant receives services from a network provider, he or she generally saves money because providers in the CDHP network have agreed to charge patients lower, negotiated rates. The participant must meet the annual deductible for most services. Then, whenever the participant receives medical services, he or she pays a percentage of the provider's negotiated rate (coinsurance). The plan pays the remaining amount.

There are no claim forms to file because the CDHP network provider submits claims for the participant.



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#### **Out-of-Network Benefits**

When aparticipantuses a provider who does not participate in the CDHP network, that provider is considered to be out of network.

The participant must meet the annual deductible. Then, whenever the participant receives medical services, the planpays apercentage of the cost of services, up to the reasonable and customary limit. The participant pays the remaining percentage (coinsurance) plus any amount above the reasonable and customary limit.

Participants who go to out-of-network providers may be responsible for filing their own claims for reimbursement. Participants should checkwith their provider for information on their payment and claim filing policies.

### Reasonable and Customary (R&C) Limit

The R&C limit is the maximum amount the plan will payfor a covered service received from an out-of-network provider, based on what providers in the participant's geographic area charge for similar services. Participants are responsible for paying any difference between the R&C limit and the amount billed. The determination of what the reasonable and customary limit is for a specific medical service is within the sole discretion of the Claims Administrator and is not subject to challenge or review.

#### **Multiple and Bilateral Surgical Procedures**

Multiple surgical procedures consist of more than one surgical procedure performed on the same date of service during the same surgical session. Bilateral surgeries consist of surgery performed during the same surgical session through separate incisions to matching parts of the body (e.g., both shoulders). When multiple or bilateral surgical procedures are performed during the same operative setting, the allowed amount of secondary and subsequent procedures is reduced.

- Major(first)procedure—Covered at 100% of R&C
- Second procedure

  You pay 50% of R&C
- Subsequent procedure—Youpay 25% of R&C

If multiple or bilateral surgical procedures are performed by network providers, participants will not have to pay any more as a result of the reduced amount. Participants who choose out-of- network providers could incur additional costs if the provider chooses to bill the member for the remaining balance.



#### **Multiple Scan / Images Procedure**

When multiple images of adjacent bodyparts are taken during a single session, a reduction will be applied to the technical component of the services performed. Professional fees billed separately are not affected.

- Initial scan/imaging

   Covered at 100% of R&C
- Subsequent scan/imaging –You pay 50% of R&C

# **Healthy Focus Premier Plan**

The Healthy Focus Premier plan is a Consumer Driven Healthcare Plan (CDHP) that gives participants a choice when it comes to getting medical care. Participants may go to any provider they wish; however, when they use a provider participating in the CDHP network, they receive a higher level of benefits.

Most in-network and out-of-network services are covered at 100% after the deductible. Regardless of whether aparticipant uses a network or out-of-network provider, the Healthy Focus Premier plan covers a broad range of medical services and supplies, including office visits, emergency care, hospital stays and surgical procedures. The plan also covers prescription drugs purchased at a retail pharmacy orthroughthemail order program.

# **Healthy Focus Premier Plan: Cost of Coverage**

This section will help participants understand how they pay for medical coverage under the Healthy Focus Premier plan.

### **Employee Contributions**

Leidos and participants share in the cost of coverage. Each pay period, employee contributions are deducted from the participant's paycheck. The employee contribution amount will vary based on the coverage level elected:

- Employee only;
- Employee plus spouse or domestic partner;
- Employee plus oneormore children; or
- Family coverage



#### **Annual Deductible**

Your deductible depends on who you cover. The individual deductible applies to employee only coverage; if you enroll one or more dependents, the family deductible applies. The applicable deductible must be met before the plan shares in the cost of non-preventive care. The in-network individual (employee only coverage) deductible is \$1,400; the family deductible is \$2,800.

The annual deductible is waived for certain services, provided by in-network physicians, including preventive care office visits, periodic health assessments, well-childcare, preventive lab and X-ray, routine mammograms, routine pap smears, and PSA/DRE.

Eligible health services applied to the in-network deductible will not be applied to satisfy the out-of-network deductible. Eligible health services applied to the out-of-network deductible will not be used to satisfy the in-network deductible.

#### Coinsurance

"Coinsurance" is the percentage of eligible expenses participant pays for medical services once the participant meets the annual deductible.

#### **Annual Out-Of-Pocket Maximum**

The "out-of-pocket maximum" is the amount of deductible and coinsurance payments a participant must pay each calendar year before the Healthy Focus Premier plan begins paying 100% of eligible expenses up to the negotiated rate (for in-network providers) or reasonable and customary (R&C) limit (for out-of-network providers), whichever applies. This maximum is designed to protect a participant from catastrophic costs. See "Network Benefits" in the Healthy Focus Premier plan section for more information about negotiated rates and "Out-of-Network Benefits" for more information about R&C limits.

The following expenses do not count toward a participant's annual out-of-pocket maximum:

- Payments for eligible expenses incurred in a different calendar year;
- Charges that are not covered undertheplan;
- Charges that exceed R&C limits; and
- Charges that exceed the maximum benefits for that year

Your out-of-pocket maximum depends on who you cover. The individual out-of-pocket maximum



applies to employee only coverage; if you enroll one or more dependents, the family out-of- pocket maximum must be met before the plan begins paying 100 percent for any individual. The in-network individual (employee only coverage) annual out-of-pocket maximum is \$1,400; the family annual out-of-pocket maximum is \$2,800. The family out-of-pocket maximum can be met by a combination of family members or by any single individual within a family.

Eligible health services applied to the in-network out-of-pocket maximum will not be applied to satisfy the out-of-network out-of-pocket maximum. Eligible health services applied to the out-of-network out-of-pocket maximum will not be used to satisfy the in-network out-of-pocket maximum.

# **Healthy Focus Premier Plan: Plan Design**

This section will help participants understand how benefits are payable under the Healthy Focus Premier plan.

#### **Network Benefits**

If a participant receives services from a network provider, he or she generally saves money because providers in the CDHP network have agreed to charge patients lower, negotiated rates. The participant must meet the annual deductible for most services. Then, whenever the participant receives medical services, he or she pays a percentage of the provider's negotiated rate (coinsurance). The plan pays the remaining amount.

There are no claim forms to file because the CDHP network provider submits claims for the participant.

#### **Out-of-Network Benefits**

When aparticipantuses a provider who does not participate in the CDHP network, that provider is considered to be out of network.

The participant must meet the annual deductible. Then, whenever the participant receives medical services, the planpays a percentage of the cost of services, up to the reasonable and customary limit. The participant pays the remaining percentage (coinsurance) plus any amount above the reasonable and customary limit.

Participants who go to out-of-network providers may be responsible for filing their own claims for reimbursement. Participants should checkwith their provider for information on their payment and claim filing policies.



### Reasonable and Customary (R&C) Limit

The R&C limit is the maximum amount the plan will pay for a covered service received from an out-of-network provider, based on what providers in the participant's geographic area charge for similar services. Participants are responsible for paying any difference between the R&C limit and the amount billed. The determination of what the reasonable and customary limit is for a specific medical service is within the sole discretion of the Claims Administrator and is not subject to challenge or review.

### Multiple and Bilateral Surgical Procedures

Multiple surgical procedures consist of more than one surgical procedure performed on the same date of service during the same surgical session. Bilateral surgeries consist of surgery performed during the same surgical session through separate incisions to matching parts of the body (e.g., both shoulders). When multiple or bilateral surgical procedures are performed during the same operative setting, the allowed amount of secondary and subsequent procedures is reduced.

- Major(first)procedure—Covered at 100% of R&C
- Second procedure

  You pay 50% of R&C
- Subsequent procedure—Youpay 25% of R&C

If multiple or bilateral surgical procedures are performed by network providers, participants will not have to pay any more as a result of the reduced amount. Participants who choose out-of- network providers could incur additional costs if the provider chooses to bill the member for the remaining balance.

#### **Multiple Scan / Images Procedure**

When multiple images of adjacent bodyparts are taken during a single session, a reduction will be applied to the technical component of the services performed. Professional fees billed separately are not affected.

- Initial scan/imaging
   Covered at 100% of R&C
- Subsequent scan/imaging –You pay 50% of R&C



# **Comparing the Healthy Focus Medical Plans**

The chart below provides some basic plan information about the Leidos self-insured plans.

Self-Insured Medical Plans (Healthy Focus)								
	Healthy Focus Basic Plan		Healthy Focus Essential Plan		Healthy Focus Advantage Plan		Healthy Focus Premier Plan	
	In- Network*	Out-of- Network**	In- Network*	Out-of- Network**	In- Network*	Out-of- Network**	In- Network*	Out-of- Network**
Annual Deductible								
Employee     Only	\$4,000	\$8,000	\$2,000	\$4,000	\$1,400	\$2,800	\$1,400	\$2,800
• Family	\$8,000	\$16,000	\$4,000	\$8,000	\$2,800	\$5.600	\$2,800	\$5,600
Annual Out- of-Pocket (OOP) Maximum (includes deductible)								
Employee     Only	\$6,750	\$13,000	\$5,000	\$10,000	\$3,000	\$6,000	\$1,400	\$2,800
• Family	\$13,500	\$27,000	\$10,000	\$20,000	\$6,000	\$12,000	\$2,800	\$5,600
Embedded OOP	\$8,550 individual within family	N/A	\$8,550 individual within family	N/A	N/A	N/A	N/A	N/A
Office Visits -	Covered at	You pay	Covered at	You pay	Covered at	You pay	Covered at	Covered at
Preventive Care	100% (deductible does not apply)	50% after deductible	100% (deductible does not apply)	50% after deductible	100% (deductible does not apply)	50% after deductible	100% (deductible does not apply)	100% after deductible
Office Visits -	You pay 50% after	You pay 50% after	You pay 35% after	You pay 50% after	You pay 20% after	You pay 50% after	You pay 0% after	You pay 0% after
Non- Preventive Care	deductible	deductible	deductible	deductible	deductible	deductible	deductible	deductible
Office Visits – Well-Child Preventive Care	Covered at 100% (deductible does not apply)	You pay 50% after deductible	Covered at 100% (deductible does not apply)	You pay 50% after deductible	Covered at 100% (deductible does not apply)	You pay 50% after deductible	Covered at 100% (deductible does not apply)	Covered at 100% after deductible



	Healthy Focus Basic Plan		Healthy Focus Essential Plan		Healthy Focus Advantage Plan		Healthy Focus Premier Plan	
	In- Network*	Out-of- Network**	In- Network*	Out-of- Network**	In- Network*	Out-of- Network**	In- Network*	Out-of- Network**
Emergency Room	You pay 50% after deductible	You pay 50% after deductible	You pay 35% after deductible	You pay 35% after deductible	You pay 20% after deductible	You pay 20% after deductible	You pay 0% after deductible	You pay 0% after deductible
Hospital Admission	You pay 50% after deductible	You pay 50% after deductible	You pay 35% after deductible	You pay 50% after deductible	You pay 20% after deductible	You pay 50% after deductible	You pay 0% after deductible	You pay 0% after deductible
Lab and X-ray	You pay 50% after deductible for non-routine lab & x-ray services provided outside the office visit	You pay 50% after deductible	You pay 35% after deductible for non- routine lab & x-ray services provided outside the office visit	You pay 50% after deductible	You pay 20% after deductible for non- routine lab & x-ray services provided outside the office visit	You pay 50% after deductible	You pay 0% after deductible for non- routine lab & x-ray services provided outside the office visit	You pay 0% after deductible
Outpatient Surgery	You pay 50% after deductible	You pay 50% after deductible	You pay 35% after deductible	You pay 50% after deductible	You pay 20% after deductible	You pay 50% after deductible	You pay 0% after deductible	You pay 0% after deductible
Routine Mammograms (Over age 40)	Covered at 100%; maximum one per calendar year	You pay 50% after deductible	Covered at 100%: maximum one per calendar year	You pay 50% after deductible	Covered at 100%; maximum one per calendar year	You pay 50% after deductible	Covered at 100%; maximum one per calendar year	Covered at 100% after deductible
Prostate Screening (Over age 40)	Covered at 100%; maximum one per calendar year	You pay 50% after deductible	Covered at 100%: maximum one per calendar year	You pay 50% after deductible	Covered at 100%; maximum one per calendar year	You pay 50% after deductible	Covered at 100%; maximum one per calendar year	Covered at 100% after deductible
Skilled Nursing Facility	You pay 50% after deductible for up to 60 days per confinement	You pay 50% after deductible for up to 60 days per confinement	You pay 35% after deductible for up to 60 days per confinement	You pay 50% after deductible for up to 60 days per confinement	You pay 20% after deductible for up to 60 days per confinement	You pay 50% after deductible for up to 60 days per confinement	You pay 0% after deductible for up to 60 days per confinement	You pay 0% after deductible for up to 60 days per confinement
Home Health Care (maximum visits combined with Private Duty Nursing)	You pay 50% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 50% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 35% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 50% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 20% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 50% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 0% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 0% after deductible for up to 100 visits per year, up to 4 hours = 1 visit



	Healthy Focus		Healthy Focus		Healthy Focus		Healthy Focus	
	Basic Plan		Essential Plan		Advantage Plan		Premier Plan	
	In-	Out-of-	In-	Out-of-	In-	Out-of-	In-	Out-of-
	Network*	Network**	Network*	Network**	Network*	Network**	Network*	Network**
Home Health Care (maximum visits combined with Private Duty Nursing)	You pay 50% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 50% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 35% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 50% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 20% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 50% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 0% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	You pay 0% after deductible for up to 100 visits per year, up to 4 hours = 1 visit
Private Duty Nursing (maximum visits combined with Home Health Care)	You pay 50% after deductible for up to 100 visits per year, up to 8 hours = 1 visit	Not covered	You pay 35% after deductible for up to 100 visits per year, up to 8 hours = 1 visit	Not Covered	You pay 20% after deductible for up to 100 visits per year, up to 8 hours = 1 visit	Not covered	You pay 0% after deductible for up to 100 visits per year, up to 4 hours = 1 visit	Not Covered
Hospice Care	You pay	You pay	You pay					
	50% after	50% after	35% after	50% after	20% after	50% after	0% after	0% after
	deductible	deductible	deductible	deductible	deductible	deductible	deductible	deductible
Outpatient Rehabilitation - Physical and Speech Therapy (as medically necessary)	You pay	You pay	You pay					
	50% after	50% after	35% after	50% after	20% after	50% after	0% after	0% after
	deductible	deductible	deductible	deductible	deductible	deductible	deductible	deductible
Durable	You pay	You pay	You pay					
Medical	50% after	50% after	35% after	50% after	20% after	50% after	0% after	0% after
Equipment	deductible	deductible	deductible	deductible	deductible	deductible	deductible	deductible
Hearing Aid Exam	You pay 50% after deductible	You pay 50% after deductible	You pay 35% after deductible	You pay 50% after deductible	You pay 20% after deductible	You pay 50% after deductible	You pay 0% after deductible	You pay 0% after deductible
Hearing Aids	You pay	You pay	You pay					
	50% after	50% after	35% after	35% after	20% after	20% after	20% after	20% after
	deductible	deductible	deductible	deductible	deductible	deductible	deductible	deductible
	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500 max
	max every	max every	every 3					
	3 years	3 years	years					
Mental Health & Substance Abuse – Outpatient	You pay 50% after deductible	You pay 50% after deductible	You pay 35% after deductible	You pay 50% after deductible	You pay 20% after deductible	You pay 50% after deductible	You pay 0% after deductible	You pay 0% after deductible



	Healthy Focus		Healthy Focus		Healthy Focus		Healthy Focus	
	Basic Plan		Essential Plan		Advantage Plan		Premier Plan	
	In-	Out-of-	In-	Out-of-	In-	Out-of-	In-	Out-of-
	Network*	Network**	Network*	Network**	Network*	Network**	Network*	Network**
Mental Health and Substance Abuse – Inpatient	You pay 50% after deductible	You pay 50% after deductible	You pay 35% after deductible	You pay 50% after deductible	You pay 20% after deductible	You pay 50% after deductible	You pay 0% after deductible	You pay 0% after deductible
Autism Spectrum Disorder Treatment	You pay 50% after deductible	You pay 50% after deductible	You pay 35% after deductible	You pay 50% after deductible	You pay 20% after deductible	You pay 50% after deductible	You pay 0% after deductible	You pay 0% after deductible
Applied	You pay	You pay	You pay					
Behavioral	50% after	50% after	35% after	50% after	20% after	50% after	0% after	0% after
Analysis	deductible	deductible	deductible	deductible	deductible	deductible	deductible	deductible

<sup>\*</sup>Covered services received from a network provider will be paid based on the negotiated rate.

### **How the Medical Plans Work**

The Healthy Focus Medical Plans are Consumer Directed Health Plans (CDHP). For all non-preventive care, the plans paythemajority of the cost for in-network coverage after you meet the annual deductible. Your share is a percentage called coinsurance. In-network preventive care is covered 100 percent, no deductible. Once you meet the out-of-pocket maximum, the plan pays 100 percent of covered costs. All of the CDHP plans feature a Health Savings Account (HSA) to help save and budget for eligible health care expenses, with tax-free advantages.

Pre-existing condition clauses do not apply to the Leidos medical plans.

#### **Precertification**

If a participant is enrolled in the Healthy Focus Plan, precertification is required for the following types of services: hospitalization, skilled nursing care, home healthcare, hospice care, residential treatment facility or partial hospitalization for mental health disorders or substance abuse, bariatric surgery, gene therapy, hi-tech radiology and sleep studies, applied behavioral analysis, cosmetic and reconstructive surgery, transcranial magnetic stimulation and non-emergency transportation by fixed wing airplane.



<sup>\*\*</sup> Covered services received from an out-of-network provider will be paid based on the reasonable and customary (R&C) limit.

<sup>\*\*\*</sup> For non-emergent use of the emergency room, employee pays 50% after deductible.

For in-network services, the in-network providers are responsible for obtaining pre-certification. For out-of-network services, the participant is responsible for obtaining precertification.

Aetna will certify the medical necessity and length of any applicable hospital confinement for inpatient care. Inpatient precertification must be requested at least 14 days before admission.

Aetna will work with a participant's doctor to ensure that the hospitalization is appropriate, medically necessary, and timely, and then let the participant know the number of days for which admission has

If an emergency occurs, and it is not possible to get advance authorization, the participant or provider must notify Aetna of all inpatient treatment within 48 hours of the admission. The participant or provider must contact Aetna regarding an emergency admission, regardless of whether the facility is in-network or out-of-network.

If the participant fails to obtain the required precertification, benefits may be reduced or the Plan may not pay any benefits.

### What the Healthy Focus Medical Plans Cover

Services or supplies must be considered medically necessary by the Claims Administrator, be delivered for the treatment of illness or injury, and be performed or prescribed by alicensed physician to be covered by the Leidos self-insured medical plans. The services listed below are subject to any applicable annual deductibles, coinsurance, co-payments, and plan maximums. See Comparing the Healthy Focus Medical Plans for more detail.

The Leidos self-insured medical plan covers:

Physician's office visits;

been certified.

- Other physician'sservices;
- Emergency or urgent care;
- Professional ambulance service to transport a person from the place where he or she is injured or stricken by disease to the first hospital where treatment is given;
- Hearing aids up to a \$2,500 allowance per pair, every three years;
- Hospitalexpenses including:
  - Inpatient hospital expenses: Charges for roomand board, and other hospital services and supplies for a person confined as a full-time inpatient;



- Outpatient hospital expenses: Chargesfor hospital services and supplies for a person who
  is not confined as a full-time inpatient; and
- Skilled Nursing Facility care services including room and board up to the semi-private room rate and applicable services and supplies (up to 60 day maximum limit per confinement);
- Routine physical exams (preventive care) includes one exam every calendar year;
- Immunizations;
- Home healthcare expenses when the charge is made by a home health care agency, the care
  is given under a home health care plan, and the care is given to a person in his or her home
  for part- time or intermittent care by an R.N. (or L.P.N. when an R.N. is not available); parttime or intermittent home health aide patient care services; and physical, occupational and
  speech therapy. There is a maximum of 100 visits covered in a plan year and a visit equates
  to up to four hours by a home health aide;
- Hospice care expenses at an inpatient facility or outpatient care. Outpatient hospice care is covered for part-time or intermittent care by an R.N. (or L.P.N. when an R.N. isn't available) up to eight hours aday, medical social services underthe direction of a physician, psychological and dietary counseling, consultation or case managementservices by aphysician, and physical and occupational therapy. This includes charges for be reavement counseling if it is given to the person's immediate family, is given during three months following the person's death, and is directly related to the person's death;
- Drugs and medicines which by law need a physician's prescription, including medically necessary weight control drugs;
- Acupuncture-when performed by a physician or certified acupuncturist for treatment of a disease or injury, to alleviate chronic pain given, or as a form of an esthesia in connection with a surgery;
- Diagnostic lab work and X-rays-routine and non-routine-uptoplan maximum;
- X-ray, radium and radioactive isotope therapy;
- Anesthetics and oxygen;
- Rental of durable medical or surgical equipment, including repair of such equipment or replacement when it is proved that it is needed due to a change in the person's physical condition;
- Maternity;
- Mammograms;
- Routine pap smears-onediagnostic test per calendar year for ages 21 and older;
- Chiropractic care, if medicallynecessary;
- Prostate specificantigen(PSA)age40+;
- Infertility treatment for a female employee, the wife or registered domestic partner of a Leidos employee, including invitro fertilization, embryo transfer, gamete intra fallopian tube



transfer(GIFT),zygote intra fallopian tube transfer(ZIFT) and non-injectable prescriptiondrug therapy used specificallyfor infertility, willbe covered up to \$5,000 per lifetime. The following conditions must be met:

- The female participant must have been unable to conceive after having unprotected intercourse for one year ormore (6 months or more if over age 35);
- The female participant must have been unable to attain a successful pregnancy through less costly treatment covered under the plan;
- Thefemaleparticipantmust have FSH levels which are less than 19 miU on day 3 of her menstrual cycle;
- o The procedure cannot involve surrogates; and
- The procedure must be performed at a medical facility that conforms togenerally accepted medical standards.
- Artificial insemination;
- Voluntary sterilization;
- Skilled nursing care expenses made by an R.N. or L.P.N. or a nursing agency for skilled nursing care, which includes visiting nursing care from an R.N. or L.P.N. for up to four hours for the purpose of performing skilled nursing tasks, and privateduty nursing from an R.N. or L.P.N. for up to eight hours if the person's condition requires skilled nursing services and visiting nursing care is not adequate. Private duty nursing benefit is combined with home healthcare benefits with a maximum of 100 visits peryear;
- Spinal disorders;
- Treatment of the mouth, jaws and teeth due to a medical condition affecting the teeth, mouth, jaws, jaw joints or supporting tissue (including bones, muscles and nerves) based on medical, not dental, necessity;
- TMJ or malocclusion involving the joints or muscles(includes medically necessary, non-dental, bite blocks, splints, arch bars, and occlusal guards);
- Physical therapy, speech therapy and occupational therapy determined to be medically necessary, up to a combined limit of 60 visits per calendar year;
- Prosthetic devices that temporarily or permanently replaces all or part of an external body part lost or impaired as a result of illness, injury or congenital defects;
- Sex-change surgery or any treatment of gender identity disorders;
- Wigsforhair loss due to injury, disease or treatment of disease, including costs for repair or replacement
- Listed transplants are covered only if performed by the Administrator's contracted Institutes (or Centers) of Excellence (IOE) facilities. List of IOE Procedure and Treatment types - heart



- transplant, lung transplant, liver transplant, bone marrow transplant, heart/lung transplant, kidney transplant, pancreas transplant, kidney/pancreas transplant.
- For IOE procedure and treatments-The Plan will payfortransportation and lodging between
  participant's home and the IOE to receive services in connection with IOE procedure or
  treatment. Travel and lodging expenses for IOE patient and one companion/parent/guardian
  traveling with the IOE patient must be approved in advance by Administrator. The Plan will
  reimburse a maximum of \$50 per person per night for lodging expenses.
- The Plan will reimburse travel and lodging expenses incurred up to maximum of \$10,000 per episode of care. The Plan will pay expenses incurred during a period which begins on the day a participant becomes an IOE patient and ends on the earlier of one year after the day the procedure is performed or the date the IOE patient ceases to receive any service from the IOE in connection with the procedure.
- Autism diagnosis and Applied Behavioral Analysis (ABA) Therapy, including habilitative physical, occupational, speech, behavioral and ABA therapy for autism spectrum disorder; no age, visit or dollar limits

### What the Healthy Focus Medical Plans Do Not Cover

The following services and supplies are not covered by the Leidos self-insured medical plans:

- Treatmentforthe mouth, jaws and teeth when an injury or illness is dental innature, including restorative dental and/or surgical treatment of the mouth or jaw, including but not limited to:
  - Non-accident related diagnosis and treatment of teeth and their supporting structures;
  - Treatment relating to or secondary to treatment of dental caries (cavities);
  - o Extraction of a diseased or decayed toothorfor surgical removal or impacted teeth; and
  - Root canal therapy, periodontal surgery or X-rays and other diagnostic tests;
- Cosmetic surgery, unless required because of an accidental injury that takes place while the
  participant is coveredbytheplan,orthecongenitalmalformation of a childborntothe participantor
  his orher spouse or registered domestic partner while the participant has dependent coverage
  under the plan;
- Charges above the reasonable and customary limits as determined by the applicable Claims Administrator;
- Custodial care;
- Eye care exams and eyeglasses;
- Orthopedic shoes or otherdevices to support the feet;
- Experimental, investigational or educational treatment or services as determined by the Claims Administrator



- Treatment for accidents related to employment or an illness covered under Workers' Compensation or similar laws;
- Assistant surgeonservices when the services of an assistant surgeonare not medically necessary for the surgical procedure;
- Stay in a facility for treatment for dementia and amnesia without a behavioral disturbance that necessitates mental health treatment:
- Skilled nursing care that does not require the education, training and technical skills of an R.N. or L.P.N. (such as transportation, meal preparation, charting of vital signs), any private duty nursing care given while the person is an inpatient in a hospital or other health care facility, care provided to help a person in the activities of daily life, such as bathing, feeding, personal grooming, dressing, getting in and out of bed or a chair, or toileting or care provided solely for skilled observation. Any service provided solely to administer oral medicines except where applicable law requires that such medicines be administered by a R.N. or LPN
- Foot treatment for:
  - Weak, strained, flat, unstable or unbalanced feet; metatarsalgia; or bunions, except open cutting operations; and
  - Corns, calluses ortoenails, except the removal of nail roots and medically necessary services prescribed by a doctor (M.D or D.O.) in the treatment of metabolic orperipheral-vascular disease;
- Illness or injury due to an act of war (whether declared or undeclared) or an injury sustained while the participant is in military service for any country at war;
- Services, treatment, education testing or training related tolearning disabilities or developmental delays;
- Care furnished mainlytoprovide a surrounding freefrom exposure that can worsen the participant's illness or injury;
- Treatments involving:
  - Bioenergetic therapy;
  - Carbon dioxidetherapy;
  - Megavitamin therapy;
  - Primal therapy;
  - Psychodrama;
  - o Rolfing; or
  - Vision perceptiontraining;
- Treatment of covered health care providers who specialize in the mental health care field and who receive treatment as part of their training in that field;
- Services of a resident doctor or intern rendered in that capacity;
- Education or special education or job training whether or not given in a facility that also provides medical or psychiatric treatment;
- Therapy, supplies or counseling for sexual dysfunctions or inadequacies that do not have a physiological or organic basis;



- Career, social adjustment, pastoral or financial counseling;
- Speech therapy except for loss of speech, or speech impairment or developmentally delayed speech due to a diagnosed disease, injury or congenital defect;
- Reversal of a sterilization procedure;
- Medical services performed or provided by a close relative;
- Services of "standby" surgeons;
- Services received before coverage begins or after coverage ends;
- Charges that participants are not legally required to pay or charges that would not have been made if the plans were not available;
- Charges above any maximum amounts shown;
- Convenience orpersonal care services, such as use of a telephone ortelevision; and
- Medical expense not specifically described in the plans

### **Mental Health and Drug or Alcohol Treatment**

The Healthy Focus Plans include mental health and substance abuse benefits. These benefits are administered by Aetna.

#### How Mental Health and Substance Abuse Benefits Work

The mental health and substance abuse benefits are network-based and give participants a choice when it comes to receiving mental health and substance abuse treatment:

- For outpatient care, under the Healthy Focus Plans, a participant must meet the deductible and pay the applicable coinsurance.
- For inpatient care, under the Healthy Focus Plans, a participant must meet the deductible and pay the applicable coinsurance.

Participants must call Aetna to receive information and guidance on how to locate a network provider or participants can search for a provider on the Aetna website. If a participant elects to use an out-of-network provider, the participant will be responsible for additional out-of-pocket costs.

#### **Mental Health Network Benefits**

Participants receive the highest plan benefits for mental health and substance abuse treatment by using network providers:



For outpatient care, you pay as follows:

Healthy Focus Basic Plan: 50% after deductible

• Healthy Focus Essential Plan: 35% after deductible

Healthy Focus Advantage Plan: 20% after deductible

• Healthy Focus Premier Plan: 0% after deductible

For inpatient care, you pay as follows:

Healthy Focus Basic Plan: 50% after deductible

• Healthy Focus Essential Plan: 35% after deductible

• Healthy Focus Advantage Plan: 20% after deductible

• Healthy Focus Premier Plan: 0% after deductible

Note: Coinsurance for mental health and substance abuse services received through Aetna count toward the annual out-of-pocket maximums for the Healthy Focus plans.

### **Mental Health Out-of-Network Benefits**

If a participant chooses touse an out-of-network provider to obtain mental health and substance abuse treatment outpatient services, you pay a percentage of the cost as follows:

- Healthy Focus Basic Plan: 50% of Reasonable & Customary charges after deductible
- Healthy Focus Essential Plan: 50% of Reasonable & Customary charges after deductible
- Healthy Focus Advantage Plan: 50% of Reasonable & Customary charges after deductible
- Healthy Focus Premier Plan: 0% Reasonable & Customary charges after deductible

Note: Deductibles and coinsurance for mental health and substance abuse services received through Aetna count toward the deductible and the annual out-of-pocket maximums.

### Mental Health and Substance Abuse Coverage

Services or supplies must be considered medically necessary by the Administrator, be delivered for the treatment of illness or injury, and beperformed or prescribed by a licensed physician to be covered by the Leidos self-insured medical plans. The services are subject to any applicable annual deductibles, coinsurance, and co-payments. See Comparing the Healthy Focus Medical Plans for more detail.



In addition to meeting all other conditions for coverage, the treatment must meet the following criteria:

- There is a written treatment plan prescribed and supervised by a behavioral health provider;
- This Plan includes follow-up treatment; and
- This Planis for a condition that can favorably be changed.

#### What is Not Covered - Mental Health and Substance Abuse Benefits

No payment will be made by Aetna for the following care, services or supplies:

- Educational rehabilitation or treatment of learning disabilities, regardless of the setting in which such services are provided;
- Educational/academic testing and services;
- Residential Coverage for Wilderness Programs or Military Schools;
- Residential treatment facilities that do not meet Aetna or Anthem medical necessity requirements; Custodial care;
- Treatment for personal or professional growth development, or training or professional certification:
- Evaluations, consultations or therapy for educational or professional training or for investigational purposes relating to employment;
- Therapies which do not meet national standards for mental health professional practice;
- Experimental or investigational therapies;
- Court-ordered psychiatric or substance abuse treatment, except when certified by Aetna as medically necessary;
- Psychological testing, except when considered medically necessary by Aetna;
- Prescription drugs;
- Private duty nursing, except when pre-certified byAetna as medically necessary;
- Treatment or consultations provided via telephone;
- Services, treatment or supplies:
  - Provided as a result of Worker's Compensation laws or similar legislation;
  - Obtained through, or required by, any governmental agency or program whether federal, state or any subdivision thereof (exclusive of Medicaid/Medi-Cal); or
  - Caused by the conduct or omission of athird-party for which the Member has a claim for damages or relief, unless the participant provides Aetna with a lien against such claim for damages or relief in a form and manner satisfactory to Aetna;
- Treatment or consultations provided by the member's parents, siblings, children or current or former spouse or domiciliary partner, in-law or any household member;
- Sexual therapy programs;
- Remedial education beyond evaluation and diagnosis of learning disabilities, education



rehabilitation, academic education, and educational therapy for learning disabilities;

- Marital therapy;
- Treatment for caffeine or nicotine intoxication, withdrawal or dependence;
- Stay in a facility for treatment for dementia and amnesia without a behavioral disturbance that necessitates mental health treatment:

### Coordination of Benefits

If a participant or a participant's dependents are covered under more than one medical plan, all of the medical plans that provide coverage can work together to coordinate benefits. The participant is responsible for filing or submitting any necessary paperwork to the appropriate plans.

UnderLeidos' coordination of benefits provisions, the plans will paybenefits up to the level which would have been paid if the Leidos plan had been the primary plan. This coordination of benefits provision applies to:

- The Healthy Focus Basic Plan:
- The Healthy Focus Essential Plan;
- The Healthy Focus Advantage Plan;
- The Healthy Focus Premier Plan

When the Leidos medical plan is the primary plan, benefits are paid first without regard to any other plans. The participant is responsible for coordinating any benefits by submitting the Explanation of Benefits and itemized bill to the secondary plan.

See information on additional coordination of benefits, such as third party recovery (subrogation), overpayments, etc.

### **Determining Which Plan Pays First**

Leidos uses the following insurance industry guidelines for determining the primary and secondary payers for employees and dependents.

### **Employees**

The plan that covers the participant as an employee is the primary payer. The plan that covers the participant as a dependent is the secondary payer.



### **Dependents**

For an employee's spouse or registered domestic partner, a plan that covers him or her as an employee is the primary payer for his or her claims. If an employee has elected coverage for his or her spouse or registered domestic partner as a dependent and he or she has coverage through another employer, the Leidos medical plan is the secondary payer.

For an employee's dependent children, the plan of the parent whose birthday occurs first in the calendar year is usually the primary payer. If the plan of an employee's spouse or registered domestic partner plan does not follow this "birthday rule, "then the "gender rule" applies. That is, the plan covering the child's father as an employee pays first.

In the case of divorced or separated parents, benefits are determined in the following order:

- The plan of the parent who has financial responsibility by court decree;
- The plan of the stepparent who is the spouse of the parent who has custody of the child; and
- The plan of the parent who does not have custody of the child.

When none of these rules establishes order, benefits are paid first by the plan that has covered the person for the longer period of time. An exception is a plan that covers a laid-off or retired employee. That plan is secondarytoa plan that covers a person as an active employee.

## **Leidos Healthy Focus Medical Plan Administrator**

Aetna Inc. administers the Leidos Consumer Directed Healthcare Plans (CDHP):

Product Name: Aetna Open Access Plans- Aetna Choice POSII network

**Leidos Group Number:** 698685, 868856

Aetna Customer Service (Aetna One Advisor) Phone: 800-843-9126

Web site:

Aetna (www.aetna.com)

• Innovation Health: www.innovationhealth.com

### **Filing Claims**

If a participant receives medical care, mental healthor substance abuse treatment from an out-of- network provider, he or she must pay the full cost of care, then file a claim for reimbursement. Most medical claim forms should be submitted to the Claims Administrator.



Aetna out-of-network claims should be submitted on the Aetna Medical claim form and mailed to:

#### Aetna Inc.

P.O. Box 981106 El Paso, TX 79998-1106

If a participant has concerns about how a claim has been administered or wishes to appeal a claims decision, he or she may refer to information on relevant procedures available in the Claims Appeal and in the Plan Information section.

## **Healthy Focus Prescription Drug Program**

Prescription drug coverage under the Healthy Focus medical plans is provided through Express Scripts. Prescription drugs are covered whenthey are purchased from a retail pharmacy or through the Express Scripts pharmacy mail order program.

### **Retail Pharmacies**

A participant who needs to take medication for a short period of time (up to 30 days) should have their prescription filled at retail pharmacy.

To find an Express Scripts participating pharmacy, participants can log onto Express Scripts (<a href="https://www.express-scripts.com/leidos">www.express-scripts.com/leidos</a>) website or call Express Scripts at 877-223-4721.

### **Mail Order**

A participant who needs to use a long-term, maintenance medication (usually a prescription for more than 30 days) can fill his or her prescription through the Express Scripts pharmacy mail order program. Through the Express Scripts pharmacy mail order program, participants can receive up to a 90-day supply of medication and prescriptions are mailed directly to the participant's home.

#### Mail Order Address:

Express Scripts
P.O. Box 650322
Dallas, TX 75265-0322

For refills, participants can submit requests directly to Express Scripts:

- Through the Express Scripts website (www.express-scripts.com)
- By phone 877-223-4721



### **Types of Prescriptions Available**

The amount a participant pays for a prescription depends on the type of drug the covered participant purchases. The chart below provides basic information for Network (includes in-network retail pharmacies and mail order), and Out-of-Network coverage.

	Healthy Focus Basic Plan		Healthy Focus Essential Plan		Healthy Focus Advantage Plan		Healthy Focus Premier Plan	
	Network	Out-of- Network	Network	Out-of- Network	Network	Out-of- Network	Network	Out-of- Network
Generic	50%	Not Covered	\$5	Not Covered	\$5	Not Covered	0%	Not Covered
Preferred Brand	50%		30%		30%		0%	
Non- Preferred Brand	50%		50%		50%		0%	

- Generic drugs have the same chemical composition and potency as brand-name equivalents, but are less costly.
- Brand formulary drugs are on apreferred list of prescriptions (called a formulary) due to significant discounts negotiated with the drug manufacturer and/or proven effectiveness.
- Brand non-formulary drugs are brand-name drugs that do not have a generic equivalent and
  are not included on the list of preferred drugs. Brand-name drugs that are not on the formulary
  require the highest copayment, since these drugsarethemost costlytotheplan.

Prescription drug formularies are subject to change. For up-to-date formulary information, participants should visit Express Scripts (<u>www.expressscripts.com/leidos</u>) website or call Express Scripts at 877-223-4721.

Note: You must meet the annual medical plan deductible before the plan begins sharing the cost for non-preventive prescription drugs. The deductible does not apply to certain preventive drugs, such as medications to treat and prevent hypertension, high cholesterol, asthma and diabetes. Click here to view the Preventive Drug List.

## **Prescription Drug Clinical Management Programs**

#### **Prior Authorization**

Prior Authorization is a feature of your prescription benefits that helps ensure the appropriate use of



selected prescription drugs. Certain prescription drugs require your doctor to get approval before they're covered. This process helps make sure you receive the right medicine in the correct dose, which is very important if you're taking a specialty drug.

### **Step Therapy**

Step Therapy is an approach intended to control the costs and risks posed by certain prescription drugs. It begins by trying the safest and most cost-effective drug therapy for a medical condition and progresses to other more costly or risky drug therapies only if necessary.

#### Smart90

The Smart90 program is a feature of the Express Scripts prescription benefit. With this program, you have two ways to get a 90-day supply of your long-term maintenance medication — drugs you take regularly for ongoing conditions. You can conveniently fill these prescriptions through the Express Scripts mail service or any Walgreens network pharmacy. Your copay/coinsurance for your 90-day supply of medication will be the same whether you fill your prescriptions through Express Scripts home delivery or at a Walgreens network pharmacy.

Note: If you continue to fill 30-day supplies of your long-term medication after the first two fills, you will pay a penalty (100% of the prescription drug cost). Penalties paid for not filing prescriptions through Express Scripts (ESI) mail order or Walgreens will not count towards the deductible or out-of-pocket maximum. Additionally, participants will still pay penalties after they meet their out-of-pocket maximum.

### **Patient Assurance Program**

If you are enrolled in a Healthy Focus medical plan you will have access to the Patient Assurance Program (PAP) administered by Express Scripts. With this program, when you fill a prescription for a select diabetes product as part of the PAP, you will pay no more than \$75 for a 90-day prescription at retail or mail order. In other words, your out-of-pocket amount is capped and significantly reduced at the point-of-sale for both home delivery and in-network retail pharmacies. Any copay amount paid will apply to your annual out-of-pocket maximum only. Select diabetes medications are included within the following categories:

- Preferred insulins
- Preferred non-insulin diabetes medications (DPP-4 inhibitors, GLP-1 agonists and SGLT2 inhibitors).



## **Health Maintenance Organizations (HMOs)**

HMOs offer healthcareforparticipants and their families through a limited network of healthcare providers.

### **How the Kaiser HMO Plan Works**

HMOs require that participants receive all medical care exclusively from the HMO's network of providers in orderforthem to receive benefits. When a participant enrolls in an HMO, he or she, as well as his orher covered dependents should see their primary care physician (PCP) for all routine medical care and will need a referral to a network specialist whenever he or she needs specialty care.

The Kaiser Permanente HMO plan makes it simple and convenient to get the care you need, when you need it and resources to stay in control of your plan and your health. When you go in for care, you pay just a copay or coinsurance for most services covered by your plan. Many preventive care services are covered at little or no charge.

After you reach your out-of-pocket maximum, you won't have to pay copays or coinsurance for most covered services for the rest of the calendar year. This can help protect you financially if you have a serious illness or injury.

If a participant receives medical care *without* going through his or her PCP first, or if the participant's care is not authorized by the plan, the HMO may not pay any benefits, and the participant will pay the full cost of any out-of-network or unauthorized care. For most plans, emergency care received out-of-network or unauthorized by the plan will generally be covered.

For more information about how a specific HMO works and what payments are required, participants should refer to their evidence of coverage booklet.

### What the Kaiser Permanente HMO Plans Cover and Do Not Cover

Generally, HMOs cover preventive, wellness, emergency, surgical, and hospital services. For a complete list of what is covered by an HMO, participants should refer to the HMO's **Evidence of Coverage.** 



## **Cigna International Medical Plan**

If a participant is an expatriate and scheduled to be overseas for a minimum of six months, he or she may be eligible to elect coverage through a CIGNA International medical plan.

### **How the Cigna Plan Works**

Participants in the Cigna International High Plan can receive medical care from any provider. Before the plan begins paying benefits, participants must pay an annual deductible.

For more information about how a CIGNA International plan works, participants should refer to the individual plan's **Evidence of Coverage**.

## **Triple-S Optimo Plus Medical Plan**

Participants located in Puerto Rico are eligible to enroll in the Optimo Plus Medical Plan through Triple S.

### **How the Optimo Plus Plan Works**

Participants covered under the Triple-S Optimo Plus Plan do not have to meet a deductible. However, participants must meet an annual out-of-pocket maximum of \$6,350 (Individual) or \$12,700 (Family). Once the out-of-pocket maximum is met, Triple S will pay 100% of the member's remaining covered health care expenses for the rest of the plan year.

Participants may access care within the Triple S provider network without a referral from a primary care physician.

Services provided by out-of-network doctors and providers in Puerto Rico will only be paid at the rate payable to in-network providers, minus the applicable participant copayment or coinsurance. Certain services are covered in the United States through the Blue Cross Blue Shield (BCBS) network if the participant receives prior authorization. Non-participating providers in the United States are covered only in emergencies.

For more information on benefit coverage and how the Plan works, refer to the Triple S Optimo Plus Certificate of Insurance.



# **Medical Plan Benefit Charts**

For more information about each medical plan, participants can download the following PDFs:

Self-Insured Medical Plans						
Plan Name	Benefit Summary	Detailed Information				
Healthy Focus Basic Plan	2021 Benefit Summary	2021 Evidence of Coverage				
Healthy Focus Essential Plan	2021 Benefit Summary	2021 Evidence of Coverage				
Healthy Focus Advantage Plan	2021 Benefit Summary	2021 Evidence of Coverage				
Healthy Focus Premier Plan	2021 Benefit Summary	2021 Evidence of Coverage				
Fully-Insured Medical Plans						
Plan Name	Benefit Summary	Detailed Plan Information				
Cigna International High Plan	2021 Plan Year	2021 Evidence of Coverage				
HMSA Hawaii Plan	2021 Plan Year	2021 Evidence of Coverage				
Kaiser Permanente Hawaii Plan	2021 Plan Year	2021 Evidence of Coverage				
Kaiser Permanente California Plan	2021 Plan Year	2021 Evidence of Coverage				
Kaiser Permanente Mid-Atlantic Plan	2021 Plan Year	2021 Evidence of Coverage				
Tricare Supplement Plan	2021 Plan Year	N/A				
Triple S (Puerto Rico)	2021 Plan Year	N/A				



## **Medicare Part D Notice of Creditable Coverage**

### Important Notice from Leidos About Your Prescription Drug Coverage and Medicare

The key purpose of this notice is to advise you that the prescription drug coverage you have under your Leidos medical plan is expected to pay out, on average, at least as much as the standard Medicare prescription drug coverage will pay in 2021. (This is known as "creditable coverage.")

The reason this is important is that if you or a covered dependent are or become eligible for Medicare and you decide to enroll in a Medicare prescription drug plan during a subsequent annual enrollment period, you will not be subject to a late enrollment penalty as long as you had creditable coverage within 63 days of your Medicare prescription drug plan enrollment. You should keep this notice with your important records.

### **Notice of Creditable Coverage**

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Leidos and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

- 1. Medicare prescription drug coverage becameavailablein2006toeveryone with Medicare. You can getthis coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
- 2. Leidos has determined that the prescription drug coverage offered is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.



### When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15<sup>th</sup> to December 7<sup>th</sup>.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

### What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current Leidos coverage will not be affected. You can keep your current Leidos coverage if you elect a Medicare Part D drug plan.

If you do decide to join a Medicare drug plan and drop your Leidos prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back.

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

### When Will You Pay A Higher Premium (Penalty) to Join A Medicare Drug Plan?

You should also know that if you drop or lose your coverage with Leidos and do not join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium will go up at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to enroll.

#### For More Information About This Notice Or Your Current Prescription Drug Coverage...

- Visit the Leidos Summary Plan Description (SPD) web site (https://benefits.leidos.com/)
- Contact Employee Services
  - o Phone: 1-855-553-4367, Select Option 3
  - o Email: AskHR@leidos.com



You will get this notice each year. You will get it before the next period you can join a Medicare drug plan. You will also get it if this coverage through Leidos changes. You may request a copy of this notice at any time.

### For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You will get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare prescription drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program(see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227) TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Keep this notice. If you enroll in one of the plans approved by Medicare which offer prescription drug coverage, you may be required to provide a copy of this notice when you join to show that you are not required to pay a higher premium (penalty) amount.



## **Continuing Medical Coverage After Plan Coverage Ends**

Consolidated Omnibus Budget Reconciliation Act (COBRA), a federal law enables a participant and his or her covered dependents to continue medical insurance if their coverage ends due to a reduction of work hours or termination of employment (other than for gross misconduct). Federal law also enables a participant's dependents to continue medical insurance if their coverage stops due to the participant's death or entitlement to Medicare; divorce; legal separation; or when the child no longer qualifies as an eligible dependent. The participant must elect coverage according to the rules of the Leidos health care plans. Continuation is subject to federal law, regulations, and interpretations.

Inaccordance with COBRA, a participant and his or her family have some important rights concerning the continuation of group healthcare benefits if that coverage ceases.

Some state laws may offer additional COBRA benefits. For more information, review the insured plan's Evidence of Coverage booklet.

For more information about participants' rights under COBRA, the participant should refer to "Continuing Health Care Coverage Through COBRA" in the Plan Information section of the Summary Plan Description (SPD).



## **Leidos Benefits Summary Plan Description**

#### Dental Plans

Leidos offers two types of dental plans. Depending on where a participant lives, he or she may be able to choose between:

- The Leidos Dental PPO (Plus Premier) Plans\*, which allow participants to see any dentist; and
- **Dental Health Maintenance Organization** (DHMO), which has a network of dentists that participants can choose from to provide all of their care.

## **Eligibility**

A Leidos employee is eligible to enroll in Leidos benefit programs under the following conditions:

Type of Coverage	Eligibility Requirements
Dental Program	<ul> <li>Must be an active, regular full-time employee working at least 30 hours per week or a part-time employee, regularly scheduled to work at least 12 hours per week but less than 30 hours per week; and</li> <li>Must live in the geographic area served by a particular plan.</li> </ul>

## **Dependents**

Participants may also enroll their eligible dependents in the Leidos dental plans. Eligible dependents include:

- The participant's legal spouse or registered domestic partner (see "Registered Domestic Partners")
- Each child of the participant or registered domestic partner younger than age 26, including:
  - A naturalchild or stepchild;
  - An adopted child (coverage begins as of the earlier of the date the child was placed in the participant's home or the date of final adoption); and

<sup>\*</sup>The Leidos Dental PPO (Plus Premier) Plans are self-insured by Leidos, which means that Leidos fully funds the plan.

- Any other child who depends on the participant for support and lives with the participant in a parent-child relationship, if the participant provides proof of legal guardianship.
- Unmarried children, age 26 and older who are incapable of self-sustaining employment because they are mentally or physically disabled, as long as:
  - The mental or physical disability existed while the child was covered under the plan and began before age 26;
  - o The child is primarily dependent on the participant for support; and
  - The participant provides periodic evidence of incapacity.

Participants must notify Employee Services, in writing, within 31 days of any change in dependent eligibility.

Important: Double coverage is not allowed under Leidos' benefit programs. Therefore, participants may not cover a spouse, registered domestic partner or dependent child who is also a Leidos employee and has elected his or her own coverage.

If a participant and his or her spouse or registered domestic partner are both Leidos employees, each can choose individual coverage or one can cover the other as a dependent — but not both.

### **Registered Domestic Partners**

The participant may enroll his or her registered domestic partner and the registered domestic partner's eligible dependent children in participating medical, dental and vision plans in which the participant is enrolled.

For purposes of Leidos coverage, a registered domestic partnership is a committed same-sex or opposite-sex relationship, in which registered domestic partners:

- Live together at the same address and have lived together continuously for at least one year;
- Are not legally married to one another or anyone else;
- Do not have another registered domestic partner and have not signed a registered domestic partner declaration with another within the past year;
- Are mentally competent to consent to a contract or affidavit;
- Are not related by blood in such a way as would prohibit legal marriage; and
- Are jointly responsible for each other's common welfare and are financially interdependent.



Employees must provide proof of Domestic Partnership Registration from a state or local domestic partner registry or submit a notarized *Declaration of Domestic Partnership* and any other required documents inorder to enroll a registered domestic partner. The Declaration must be presented to insurers upon request. Contact HR Employee Services for additional information on enrolling in registered domestic partner coverage. The *Declaration of Domestic Partnership* form can be found on the Benefits: Health & Welfare page on Prism.

Registered domestic partner coverage is different from spouse coverage. For instance:

- Participant contributions for registered domestic partner coverage and their eligible children must be paid on an after-tax basis;
- The value of benefits provided to a registered domestic partner and/or his or her eligible children is considered taxable income. As a result, the Leidos employee must pay any state, federal, FICA and other applicable tax withholding in the form of imputed income. This amount is based on the value of the coverage Leidos provides to the partner.

### **Dependent Eligibility Verification (DEV) Process**

As a government contractor, Leidos is required by the Defense Contract Audit Agency (DCAA) to demonstrate that our claims for benefit costs are legitimate and ensure that we provide health and welfare benefit coverage only to eligible dependents of our employees. This ongoing verification also assures that the company does not bill the customer for medical costs associated with ineligible dependents.

To support this ongoing effort, the company maintains a Dependent Eligibility Verification (DEV) program which is administered by a third-party administrator, Butto Throughout the year, Budco verifies that any dependent added to our plans is, in fact, eligible for coverage. This includes dependents who are enrolled as a result of new employees joining the company, a qualifying life event (e.g., marriage, birth), as well as new dependents added to our plans during the annual Open Enrollment (OE) period in the fall.

In addition to the ongoing verification process, the company is also required to perform random dependent verifications - even if an employee's dependents were previously verified. This is necessary in order to ensure that a dependent's eligibility remains unchanged.

If an employee receives a request from Budco to verify current dependents, even if the dependent has been verified before, it is critical that the request is not ignored. Failure to provide the requested documentation within the specified timeframe will result in the dependent(s) being deemed ineligible and removed from our plans.



Covering ineligible dependents is a violation of the company's Code of Conduct and could expose the company to sanctions from the government. The company's eligibility verification process helps ensure that we are compliant with our requirements as a government contractor.

Questions about the dependent eligibility verification program may be directed to Budco at 866-488-2001, or HR Services at 855-553-4367, option 3 or via email at <a href="mailto:AskHR@Leidos.com">AskHR@Leidos.com</a>.

### **How the Dental Plans Work**

Leidos offers participants a choice when it comes to the type of dental plan that works best for the participant and his or her family.

With the **Leidos Dental PPO (Plus Premier) Plans**, a participant can use any dentist he or she wants. However, when a participant uses dentists who participate in the Delta Dental PPO (Plus Premier) network, he or she will receive a higher level of benefits and pay lower out-of-pocket costs. This is because the Delta Dental PPO (Plus Premier) (www.deltadentalva.com) network providers have agreed to charge lower, negotiated fees for services. When a participant uses dentists outside the Delta Dental PPO (Plus Premier) network, he or she will receive a lower level of benefits and pay higher total out-of-pocket costs.

A **Dental Maintenance Organization (DMO)** works just like a healthmaintenance organization, or HMO. There is no deductible, and there are no claim forms to file. Participants must choose a network provider, who will coordinate and provide dental care services at a fixed cost. If a participant does not coordinate his or her care through the primary care dentist, the plan will not pay benefits. DMOs are available only in areas where there are participating dentists.

Please carefully review the sections pertaining to what the dental plans will and will not cover to find information on the dental plan exclusions. Additionally, the individual dental plan carriers should be contacted for information on the specific exclusions for dental work in progress.

## **Leidos Dental PPO (Plus Premier) Plans**

Leidos offers two Dental PPO (Plus Premier) plan options: the Dental PPO High and the Dental PPO Low. These plans allow participants to choose any provider they wish and receive benefits. Whether a participant sees a network provider or an out-of-network provider, the plans cover a broad range of dental services and supplies.



### **Paying for Care**

This section will help participants understand how they pay for care under the Leidos Dental PPO (Plus Premier) plans.

### **Employee Contributions**

Leidos and participants share the cost of coverage. Each month, a participant who enrolls in the Leidos Dental PPO (Plus Premier) plans contributes a set dollar amount to help pay for the cost of the plan. The contribution amount will vary based on the coverage level the participant has elected: employee only, employee plus spouse, employee plus one or more children or family coverage. These contributions are taken automatically from the participant's paycheck on a pre-tax basis. Premiums for domestic partners are paid by the participant on an after-tax basis.

#### **Annual Deductible**

The deductible is the initial \$50 each participant must pay for basic and major dental services he or she receives each calendar year before the plan begins to pay benefits.

#### Coinsurance

Coinsurance is the percentage of eligible expenses a participant pays for dental services once he or she meets the deductible.

#### **Annual Maximum Benefit**

The annual maximum benefit is the total amount a plan will pay for covered dental services for a participant each plan year. Once a participant meets this yearly maximum, the plan will not pay any more benefits until the next plan year.

Each year, the Leidos Dental PPO High Plan will pay a maximum of \$1,500 per participant. **Note:** There is a separate \$1,500 lifetime maximum for orthodontic services per participant.

The Dental PPO Low Plan will pay a maximum of \$1,000 per participant per plan year.

## Plan Design

This section will help participants understand how the Leidos Dental PPO (Plus Premier) Plan pays benefits.



#### **Network Benefits**

If a participant goes to a network dentist, he or she saves money because dentists in the network have agreed to charge discounted fees. For most services, the participant must first meet the \$50 annual deductible. Then, whenever the participant receives dental services, the Leidos Dental PPO (Plus Premier) Plans pay a percentage of the cost. The participant pays the remaining amount (the coinsurance).

There are no claim forms to file because the Delta Dental PPO (Plus Premier) network dentist submits claims for the participant.

#### **Out-of-Network Benefits**

When a participant uses a dentist who does not participate in the Delta Dental PPO (Plus Premier) network, that dentist is considered to be out of network.

For most services, each participant must first meet the \$50 annual deductible. Note that the in-network and out-of-network dental deductible cross accumulates. This means that the deductible for in-network services will satisfy the deductible for out-of-network services (or vice versa). Once the deductible is satisfied, the Leidos Dental PPO (Plus Premier) Plans pay a percentage of the cost of services, up to the non-participating provider allowance. The participant pays the remaining percentage (the coinsurance) plus any amount above the non-participating provider allowance.

Participants who go to out-of-network providers may be responsible for filing their own claims for reimbursement from the Leidos Dental PPO (Plus Premier) Plans. Check with your provider for information on their payment and claim filing policies.

### **Non-Participating Provider Allowance**

Delta Dental's Non-Participating Provider Allowance is the maximum amount the Leidos Dental PPO (Plus Premier) Plan will pay for a covered service rendered by an out-of-network provider. The allowance for a specific dental procedure is within the sole discretion of Delta Dental and is not subject to challenge or review.



### What the Leidos Dental PPO (Plus Premier) Plan Covers

The Leidos Dental PPO (Plus Premier) plan includes only services in the list below.

- Preventive Services
- Diagnostic Services
- Restorative Services
- Orthodontic Services

#### **Preventive Services**

The Leidos Dental PPO (Plus Premier) Plans cover the following preventive services:

- Oralexam (two per participant per calendar year);
- Teeth cleaning (prophylaxistreatment to include scaling and polishing; two per participant per calendar year);
- Topical fluoride (limited to participants ages 18 and under; two per participant per calendar year);
- Bitewing X-rays (two per participant per calendar year);
- Full mouth X-rays (one per participant every 60 consecutive months); and
- Emergency treatment to relieve dental pain when no other definitive dental services are performed (not including X-rays)

### **Diagnostic Services**

The Leidos Dental PPO (Plus Premier) Plans cover the following diagnostics services:

- Diagnostic X-rays used to diagnose a condition;
- Single X-ray films;
- Additional X-ray films;
- Fissure sealants (limited to participants under the age of 16; once per participant every three calendar years);
- Simple extractions;
- Surgical extractions(soft tissue impaction, partial bony impaction, complete bony impaction);
- Impactions;



- General anesthesia only eligible in conjunction with the following:
  - o Removal of one or more impacted teeth on the same day;
  - The extraction of three or more teeth;
  - More than one surgical extraction involving more than one quadrant on the same day
- Amalgamrestoration of primary or permanent teeth;
- Composite restoration;
- Root canal therapy any X-ray, test, lab exam, or follow-up care is part of the allowance for root canal therapy and not a separate dental service;
- Pulp capping;
- Pulpotomy;
- Apicoectomyandretrofill;
- Apicoectomyand retrofill on separate appointment;
- Subgingival curettage;
- Gingivectomy; and
- Space maintainers, fixed unilateral(limited to non-orthodontic treatment)

#### **Restorative Services**

The Leidos Dental PPO (Plus Premier) Plans also provide benefits for the following restorative services:

- Crowns (including, but not limited to, porcelain with gold, cast gold);
- Bridges;
- Stainless steel crowns:
- Recementation:
  - Inlay;
  - Crown; or



- Bridge;
- Complete upper or lower denture;
- Partial upper or lower denture;
- Denture and partial adjustments;
- Denture reline;
- Denture duplication;
- Denture and partial repairs; and
- Addingteeth or clasps to partial denture

#### **Orthodontic Services**

The Leidos Dental PPO High Plan covers the following orthodontic services:

- X-raysand records;
- Initial banding;
- Periodic visits for comprehensive (usually 24 months) treatment for adults and children;
- Interceptive(extension of preventive orthodontics that may localize tooth movement) treatment; and
- Orthodontic retention (removal of appliances, construction and placement of retainers(s))

### **Important:** Temporomandibular Joint Dysfunction (TMJ) Appliances

The Leidos Dental PPO (Plus Premier) Plans will cover TMJ appliances if the participant's medical plan does not cover them. In such as a case, the plan will cover TMJ appliances at 60% in-network/ 50% out-of-network under the PPO High Plan and 50% in-network/40% out-of-network under the PPO Low Plan. This is covered subject to the deductible and annual benefit maximum.



### **Predetermination of Benefits**

If a participant needs extensive dental work and the total charges will be in excess of \$250, a Predetermination of Benefits is strongly recommended. This will help the participant and his or her dentist understand what is covered under the plan and what the participant's share of the costs will be before services are provided.

To request an advanced claims review, dentists may submit their treatment plan to Delta Dental for review and estimation of coverage before procedures are started. Delta Dental advises the patient and the dentist of what services are covered and what the payment would be. The actual payment for these predetermined services depends on eligibility, any plan limitations, coordination of benefits and the remaining maximum at the time services are performed.

A predetermination plan is subject to change based on the dentist's participation status at the time of treatment and does not guarantee direct payment. Of course, predetermination is optional, but it is strongly recommended for dental services expected to exceed \$250.

### What the Leidos Dental PPO (Plus Premier) Plan Does Not Cover

The Leidos Dental PPO (Plus Premier) Plans do not cover, or provide any payment for the following unless specifically identified as a covered benefit:

- Services and supplies not necessary, as determined by Delta Dental, for the diagnosis, care
  or treatment of the disease or injury involved. This applies even if the service or supply is
  prescribed, recommended or approved by the person's attending physician or dentist;
- Care, treatment, services or supplies that are not prescribed, recommended and approved by the person's attending dentist;
- Services or supplies that are determined by Delta Dental to be experimental or investigational. A
  drug, device, procedure or treatment will be determined to be experimental or investigational if:
  - Insufficient outcomes data is available from controlled clinical trials published in the peer reviewed literature to substantiate its safety and effectiveness for the disease or injury involved;
  - Approval has not been granted for marketing, if required by the Food and Drug Administration (www.fda.gov);
  - A recognized national medical or dental society or regulatory agency has determined, in writing, that it is experimental, investigational or for research purposes; or



- The written protocol or protocols used by the treating facility or the protocol or protocols of any other facility studying substantially the same drug, device, procedure or treatment or the written informed consent used by the treating facility or by another facility studying the same drug, device, procedure or treatment states that it is experimental, investigational or for research purposes;
- Services of a resident physician or intern rendered in that capacity;
- Chargesthat are not reasonable, as determined by Delta Dental;
- Charges that are made only because there is health coverage;
- Charges that a covered person is not legally obliged to pay;
- Services that Delta Dental determines are for correcting congenital malformations; also, surgery for cosmetic purposes;
- Dental expense not specifically described in the plan;
- Services for injuries or conditions that may be covered under workers' compensation or similar employer liability laws or other medical plan coverage;
- Services provided before the date the participant enrolled under the Plan. Except as otherwise
  provided under the Plan, benefits for a course of treatment that began before the participant was
  enrolled under the Plan;
- Dental services provided after the date you are no longer enrolled or eligible for coverage, except as otherwise provided under the Plan;
- General anesthesia when less than three (3) teeth will be routinely extracted during the same office visit;
- Splinting or devices used to support, protect or immobilize oral structures that have loosened or been re-implanted, fractured or traumatized;
- Charges to complete a claim form, copy records, or respond to Delta Dental's request for information;
- Charges for failure to keep an scheduled appointment;
- Services or treatment provided to an immediate family member by the treating Dentist. This would include the Dentist's parent, spouse or child;
- Dental services and supplies for the replacement device or repeat treatment for lost, misplaced or stolen prosthetic devices including space maintainers, bridges and dentures (among other devices);



- Services billed under multiple procedure codes in which Delta Dental, in its sole discretion,
  determines that the service was either a component part of or inclusive of a more comprehensive
  or primary procedure code. This exclusion is subject to any and all internal and external appeals
  available. Delta Dental bases its payment on the Plan Allowance for the primary code, not the
  Plan Allowance for the underlying component code;
- Services billed under a dental procedure code that Delta Dental, in its sole discretion, determines should have been billed under a code that more accurately describes the dental service. Delta Dental bases its payments in its determination of the more accurate dental service code;
- Amounts that exceed the Plan Allowance for covered benefits

### **Filing Claims**

If a participant receives dental care from an out-of-network provider, he or she may need to submit their own claim. To do so, complete a Delta Dental claim form. Submit all claims to:

Delta Dental of Virginia 4818 Starkey Road Roanoke, VA 24018-8510

The participant may also download the claim form by visiting <a href="www.DeltaDentalVA.com">www.DeltaDentalVA.com</a>. The form can be submitted via email to <a href="CustomerService.HelpDesk@DeltaDentalVA.com">CustomerService.HelpDesk@DeltaDentalVA.com</a>. Participants must submit all claims for dental benefits within twelve (12) months of the date services are completed. For orthodontic services, a claim for benefits should be filed at the time of banding.

If a participant has concerns about how a claim has been administered or wishes to appeal a claims decision, information on relevant procedures is available in **Claims Appeal and Review Procedures under ERISA** in the Plan Information section.

#### Coordination of Benefits

If a participant or a participant's dependents are covered under another dental plan, then that plan and the Leidos Dental PPO (Plus Premier) Plan will work together to pay up to 100% of the charges or the normal level of benefits, whichever is less.



When the Leidos Dental PPO (Plus Premier) Plan is the primary plan, benefits are paid without regard to any other plans. The participant is responsible for coordinating any benefits by submitting the Explanation of Benefits and itemized bill to the secondary plan.

### **Determining Which Plan Pays First**

Leidos uses the following insurance industry guidelines for determining the primary and secondary payers for employees and dependents. The Plan without a coordination provision is always the primary Plan; otherwise:

### **Employees**

The plan that covers the participant as an employee is the primary payer. The plan that covers the participant as a dependent is the secondary payer.

### **Dependents**

For an employee's spouse or registered domestic partner, a plan that covers the spouse or registered domestic partner as an employee is the primary payer for his or her claims. If an employee has elected coverage for his or her spouse or registered domestic partner as a dependent and the spouse or registered domestic partner has coverage through another employer, the Leidos Dental PPO (Plus Premier) Plan is the secondary payer.

For an employee's dependent children, the plan of the parent whose birthday occurs first in the calendar year is the primary payer. If both parents have the same birthday, the Plan that covered the parent longer is primary. If an employee's spouse's or registered domestic partner's plan does not follow this "birthday rule," then the "gender rule" applies. That is, the plan covering the child's father as an employee pays first.

In the case of divorced or separated parents, the primary plan is determined in the following order:

- The plan of the parent who has financial responsibility by court decree;
- If there is no court order, the Plan of the natural parent with legal custody.
- If one parent re-marries or both parents re-marry, the Plan of the natural parent with legal custody is the primary plan. The Plan of the child's custodial step-parent is the secondary plan. Plan benefits for the child's parent without legal custody are determined third. The non-custodial step-parent's plan benefits are determined fourth.



When none of these rules establishes order, benefits are paid first by the plan that has covered the person for the longer period of time, except that a plan that covers a laid-off or retired employee is secondary to a plan that covers a person as an active employee.

## **Dental Maintenance Organization (DMO)**

A DMO is a network of dentists and specialists who provide dental care services at a fixed cost. With the DMO, a participant does not have to meet a deductible or file any claim forms. The DMO plans are available only in areas where there are participating dentists.

### **How the DMO Plan Works**

Participants, including dependents, who enroll in a DMO plan must choose a primary care dentist. Each covered person may select his or her own primary care dentist. This primary care dentist will provide all routine dental care and will refer the participant to a network specialist when specialty care is needed.

For routine dental care — such as check-ups or fillings — a participant should make an appointment with the primary care dentist. When visiting a dentist, the participant will pay the required copayment for covered services. The participant does not have to file a claim form after receiving care.

If a participant receives dental care without going through his or her primary care dentist first, or if the participant's care is not authorized by the plan, the DMO plan will not pay any benefits. The participant will pay the full cost of any out-of-network or unauthorized care.

## **Choosing a Primary Care Dentist**

The participant and each dependent must select a primary care dentist from the DMO's network of providers.

Each participant can change his or her primary care dentist at any time during the year. To select or change a primary care dentist, participants can call the Member Services number on their ID card.



### **ID Cards**

Participants enrolled in the DMO plan will not receive an ID card. However, the participant will receive a welcome letter that will contain the participant ID number and information regarding the plan. The participant can register on the website and print out a paper ID card if they so choose.

### What the DMO Plans Cover

The DMO plans cover preventive, basic and major services as well as orthodontia services.

Refer to the DMO's <u>Benefit Summary</u> or <u>Evidence of Coverage</u> for a complete list of what is covered by the plan.



# **Comparing the Dental Plans**

The chart below provides an overview of covered dental services in the PPO and DMO plans. For a complete list of benefits, a participant should refer to the plans' Certificate of Coverage.

Dental Benefits						
	Delta Dental PPO (Plus Premier) Low Plan	Delta Dental PPO (Plus Premier) High Plan	Aetna DMO (Plan 58)	Cigna International Dental		
Group Number:	700273	700273	698685-51	0666A		
Member Services Phone:	800-237-6060	800-237-6060	877-238-6200	800-441-2668 or 302- 797-3100 (collect)		
Plan Website	www.DeltaDentalVA.com	www.DeltaDentalVA.com	www.aetna.com	www.cignaenvoy.com		
Availability:	Nationwide	Nationwide	Nationwide except for Alabama, Alaska, Arkansas, Louisiana, Maine, Mississippi, New Hampshire, North Dakota, South Carolina, South Dakota Vermont and Wyoming.  Service area based on dental plan's zip code eligibility criteria.	Available for participants on international assignments of 6 months or more		
Choice of Dentist:	Any dentist	Any dentist	Select a dentist from a list of participating dentists in your area. ****	Any Dentist – Online directory available to search for Dentists in 450+ countries		
Annual Deductible	\$50 per person	\$50 per person	No deductible	\$25 per person \$75 per family		
Annual Maximum Benefit	\$1,000 per person	\$1,500 per person	N/A	\$1,500 per person		



		ental PPO		ental PPO	Aetna DMO	Cigna
		emier) Low Ian		mier) High Ian	(Plan 58)	International Dental
Preventive					Plan pays 100% After	
Services***	Plan pays:			Pian pay	S 100% After	
	In-	Out-of-	In-	Out-of-		
	Network*	Network**	Network*	Network**		
Periodic Oral	100%	100%	100%	100%	\$0 Copay	\$0 copay
Examination	Not	Not	Not	Not		
(2 per participant	subject to	subject to	subject to	subject to		
(2 per participant per calendar year)	deductible	deductible	deductible	deductible		
per caleridar year)						
Prophylaxis /	100%	100%	100%	100%	\$0 copay	\$0 copay
Cleaning,	Not	Not	Not	Not	(Limit 2 per	(2 per participant per
including	subject to	subject to	subject to	subject to	calendar year)	calendar year)
scaling and	deductible	deductible	deductible	deductible		
polishing	(2 per participant	(2 per participant	(2 per participant	(2 per participant		
(2 per year)	per	per calendar	participant	participant		
(2 per year)	calendar	year)	calendar	calendar		
	year)	<i>y</i> ca., <i>y</i>	year)	year)		
	,		,	, ,		
X-rays -	100%	100%	100%	100%	\$0 copay	\$0 copay
Complete Series	Not	Not	Not	Not		(1 per participant
-	subject to	subject to	subject to	subject to		every 3 years)
	deductible	deductible	deductible	deductible		
	(1 per	(1 per	(1 per	(1 per		
	participant every 5	participant every 5	participant every 5	participant every 5		
	years)	years)	years)	years)		
X-rays –	100%	100%	100%	100%	\$0 copay	\$0 copay
Bitewings	Not	Not	Not	Not subject	φυσοραγ	(2 per participant per
	subject to	subject to	subject to	to		calendar year)
(One Set)	deductible	deductible	deductible	deductible		
	(2 per	(2 per	(2 per	(2 per		
	participant	participant	participant	participant		
	per calendar	per calendar	per calendar	per calendar		
	year)	year)	year)	year)		
Topical	100%	100%	100%	100%	\$0 copay	\$0 copay
application of	Not	Not	Not	Not	φυ συραγ	(Up to age 18; 1 per
fluoride	subject to	subject to	subject to	subject to		participant per
iladilac	deductible	deductible	deductible	deductible		calendar year)
	(ages 18	(ages 18	(ages 18	(ages 18		
	and	and	and	and		
	younger; 2	younger; 2	younger; 2	younger;		
	per	per	per	2 per		
	participant	participant	participant	participant		
	per calendar	per calendar	per calendar	per calendar		
	year)	year)	year)	year)		
	y cai j	y Gai j	y Gai j	yeai <i>j</i>		



	(Plus Pre	ental PPO emier) Low lan	(Plus Pre	ental PPO mier) High Ian	Aetna DMO (Plan 58)	Cigna International Dental
Diagnostic Services	Plan pays:			Plan pay	s 100% After	
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Diagnostic X-rays	100%	100%	100%	100%	\$0 Copay	\$0 Copay
Single Film	100%	100%	100%	100%	\$0 Copay	\$0 Copay
Fissure Sealant (per tooth; once every 3 calendar years)	100% (under age 16)	100% (under age 16)	100% (under age 16)	100% (under age 16)	\$5 copay (under age 16)	\$0 Copay
Oral Surgery		Plan	oays:		Yo	u pay:
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Simple Extraction	80%	70%	90%	80%	\$0 Copay	Plan pays 80%
Surgical Extraction	80%	70%	90%	80%	\$28 Copay	Plan pays 80%
Impactions	80%	70%	90%	80%	\$46 soft tissue; \$58 partially bony; \$100 completely	Plan pays 80%
General Anesthesia (only for Surgical Extraction)	80%	70%	90%	80%	General Anesthesia (deep sedation) or Conscious IV Sedation (first 15 min): \$104 copay; \$83 copay for each additional 15 min	Plan pays 80% when determined to be medically necessary
Fillings		Plan	oays:		Yo	u pay:
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Amalgam Restoration of Primary Teeth/Permanent Teeth	80%	70%	90%	80%	\$0 Copay	Plan pays 80%
Composite Restoration	80%	70%	90%	80%	\$0-50 Copay	Plan pays 80%



	(Plus Pre	ental PPO emier) Low Plan	(Plus Pre P	ental PPO mier) High lan	Aetna DMO (Plan 58)	Cigna International Dental
Endodontics	Plan pays:		You pay:			
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Root Canal Therapy	80%	70%	90%	80%	Anterior: \$70 Copay; Bicuspid: \$85 Copay; Molar: \$240 Copay	Plan pays 80%
Pulpotomy	80%	70%	90%	80%	\$14 Copay	Plan pays 80%
Apicoectomy and Retro Fill	80%	70%	90%	80%	Anterior \$85 copay; Bicuspid (1st root) \$85 copay; Molar (1st root) \$90 Copay; each additional root \$55 copay	Plan pays 80%
Periodontics		Plan	pays:		You pay:	
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Periodontal Planning and Root Scaling	80%	70%	90%	80%	\$55 Copay 4 separate quadrants per calendar year	Plan pays 80%
Gingivectomy (per quadrant)	80%	70%	90%	80%	\$100 Copay	Plan pays 80%
Restorative Services		Plan	bays:		You pay:	
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Crowns (per unit)	50%	40%	60%	50%	\$176 - \$220 copay depending on type	Plan pays 50%
Bridges (per unit)	50%	40%	60%	50%	\$210 copay per unit	Plan pays 50%
Stainless Steel Crowns	80%	70%	90%	80%	\$35-\$50 copay	Plan pays 50%
Recementation		Plan pays: You pa		u pay:		
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Inlay	80%	70%	90%	80%	\$10 copay	Plan pays 50%
Crown	80%	70%	90%	80%	\$10 copay	Plan pays 50%
Bridge	80%	70%	90%	80%	\$15 copay	Plan pays 50%



		ental PPO		ental PPO	Aetna DMO	Cigna International
		emier) Low Ian		mier) High Ian	(Plan 58)	Dental
Prosthetics (Dentures)	Plan pays:			Yo	ou pay:	
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Complete Upper or Lower Denture	50%	40%	60%	50%	\$275 Copay	Plan pays 50% (1 per participant every 5 years)
Partial Upper or Lower Denture	50%	40%	60%	50%	\$275 - \$350 Copay	Plan pays 50%
Denture and Partial Adjustment	80%	70%	90%	80%	\$10 Copay	Plan pays 50%
Denture Reline	50%	40%	60%	50%	\$45 Copay (Chair Side) \$85 Copay (Laboratory)	Plan pays 50%
Denture Duplication	50%	40%	60%	50%	Not Covered	Not covered
Denture and Partial Repairs	80%	70%	90%	80%	\$20 - \$86 Copay	Plan pays 80%
Adding Teeth or Clasps to Partial Denture (per unit)	80%	70%	90%	80%	\$35 - \$40 Copay	Plan pays 80%
Orthodontia		Plan	bays:		Yo	u pay:
	In- Network *	Out-of- Network**	In- Network *	Out-of- Network**		
Full-Banded Case	Not covered	Not Covered	50% up to a separate \$1,500 lifetime max per participant; includes invisible braces	50% up to a separate \$1,500 lifetime max per participant; includes invisible braces	\$1,545 Copay, plus \$30 orthodontic screening exam; \$150 diagnostic records; \$275 retention fee. Other fees may apply per Aetna's Dental Care Schedule	Plan pays 50% after separate \$50 lifetime deductible; \$1,500 lifetime max coverage; includes invisible braces
Partial-Banded Case	Not Covered	Not Covered	50% up to a separate \$1,500 lifetime max per participant	50% up to a separate \$1,500 lifetime max per participant	Not covered	Plan pays 50% after separate \$50 lifetime deductible; \$1,500 lifetime max includes invisible braces

<sup>\*</sup> Covered services received from a network provider will be paid based on the negotiated rate.

<sup>\*\*\*\*</sup> Services provided by a non-participating dental provider may be available in the case of an emergency condition.



<sup>\*\*</sup> Covered services received from an out-of-network provider will be paid based on Non-Participating Provider Allowance.

<sup>\*\*\*</sup> Preventive services are not subject to the annual deductible.

# **Continuing Dental Coverage After Plan Coverage Ends**

A federal law called the Consolidated Omnibus Budget Reconciliation Act (COBRA) enables a participant and his or her covered dependents to continue dental insurance if their coverage ends due to a reduction of work hours or termination of employment (other than for gross misconduct). Federal law also enables a participant's dependents to continue dental insurance if their coverage stops due to the participant's death or entitlement to Medicare; divorce; legal separation; or when the child no longer qualifies as an eligible dependent. The participant must elect coverage according to the rules of the Leidos health care plans. Continuation is subject to federal law, regulations, and interpretations.

For more information about participants' rights under COBRA, the participant should refer to "Continuing Health Care Coverage Through COBRA" in the Plan Information section.

Participants in a DMO plan should refer to that plan's certificate of coverage booklet for more information.



## **Leidos Benefits Summary Plan Description**

## Vision Plans

Leidos offers two vision plans options to choose from – VSP Basic and VSP Plus. Participants may elect coverage for themselves and their families under the **Vision Service Plan (VSP)** (<u>www.vsp.com</u>). This plan is designed to provide a variety of eye care services.

- Eligibility
- Paying for Care
- Plan Design
- What the VSP Basic Plan Covers
- What the VSP Plus Plan covers
- What VSP Does Not Cover
- Filing Claims
- Continuing Vision Insurance After Plan Coverage Ends

# **Eligibility**

A Leidos employee is eligible to enroll in Leidos benefit programs under the following conditions:

Employee Eligibility				
Type of Coverage	Eligibility Requirements			
Vision Plan	Must be an active, regular full-time employee working at least 30 hours per week; or			
	<ul> <li>Must be a part-time employee, regularly scheduled to work at least 12 hours per week but less than 30 hours per week;</li> </ul>			

## **Dependents**

Participants may enroll their eligible dependents in the Leidos Vision plans. Eligible dependents include:

 The participant's legal spouse or registered domestic partner (See "Registered Domestic Partners");

- Each child of the participant or registered domestic partner younger than age 26, including:
  - A natural child or stepchild;
  - An adopted child (coverage begins as of the earlier of the date the child was placed in the participant's home or the date of final adoption); and
  - Any other child who depends on the participant for support and lives with the participant in a
    parent-child relationship, if the participant provides proof of legal guardianship.
- Unmarried children, age 26 and older who are incapable of self-sustaining employment because they are mentally or physically disabled, as long as:
  - The mental or physical disability existed while the child was covered under the plan and began before age 26;
  - o The child is primarily dependent on the participant for support; and
  - The participant provides periodic evidence of incapacity.

Participants must notify HR Employee Services, in writing, within 31 days of any change in dependent eligibility.

# Important: If a Participant's Spouse, Registered Domestic Partner or Dependent Is a Leidos Employee

No one can receive "double coverage" under Leidos' benefit programs. Therefore, participants may not cover a spouse, registered domestic partner or dependent child if that spouse, registered domestic partner or child is also a Leidos employee and has elected his or her own coverage.

If a participant and his or her spouse or registered domestic partner are both Leidos employees, each can choose individual coverage or one can cover the other as a dependent — but not both.

## **Registered Domestic Partners**

The participant may enroll his or her registered domestic partner and the registered domestic partner's eligible dependent children in participating medical, dental and vision plans in which the participant is enrolled.

For purposes of Leidos coverage, a registered domestic partnership is a committed same-sex or oppositesex relationship, in which registered domestic partners:

Live together at the same address and have lived together continuously for at least one year;



- Are not legally married to one another or anyone else;
- Do not have another registered domestic partner and have not signed a registered domestic partner declaration with another within the past year;
- Are mentally competent to consent to a contract or affidavit;
- Are not related by blood in such a way as would prohibit legal marriage; and
- Are jointly responsible for each other's common welfare and are financially interdependent.

Employees must submit proof of Domestic Partnership Registration from a state or local domestic partner registry or submit a notarized *Declaration of Domestic Partnership* and any other required documents in order to enroll a registered domestic partner. The Declaration must be presented to insurers upon request. Contact HR Employee Services for additional information on enrolling in registered domestic partner coverage. The *Declaration of Domestic Partnership* form can be found on Prism.

Registered domestic partner coverage is different from spouse coverage. For instance:

- Participant contributions for registered domestic partner coverage and their eligible children must be paid on an after-tax basis;
- The value of benefits provided to a registered domestic partner and/or his or her eligible children is considered taxable income. As a result, the Leidos employee must pay any state, federal, FICA and other applicable tax withholding in the form of imputed income. This amount is based on the value of the coverage Leidos provides to the partner.

# **Dependent Eligibility Verification (DEV) Process**

As a government contractor, the company is required by the Defense Contract Audit Agency (DCAA) to demonstrate that our claims for benefit costs are legitimate and ensure that we provide health and welfare benefit coverage only to eligible dependents of our employees. This ongoing verification also assures that the company does not bill the customer for medical costs associated with ineligible dependents.

To support this ongoing effort, the company maintains a Dependent Eligibility Verification (DEV) program which is administered by a third-party administrator, Budco. Throughout the year, Budco verifies that any dependent added to our plans is, in fact, eligible for coverage. This includes dependents who are enrolled as a result of new employees joining the company, a qualifying life event (e.g., marriage, birth), as well as new dependents added to our plans during the annual Open Enrollment (OE) period in the fall.



In addition to the ongoing verification process, the company is also required to perform random dependent verifications - even if an employee's dependents were previously verified. This is necessary in order to ensure that a dependent's eligibility remains unchanged.

If an employee receives a request from Budco to verify current dependents, even if the dependent has been verified before, it is critical that the request is not ignored. Failure to provide the requested documentation within the specified timeframe will result in the dependent(s) being deemed ineligible and removed from our plans.

Covering ineligible dependents is a violation of the company's Code of Conduct and could expose the company to sanctions from the government. The company's eligibility verification process helps ensure that we are compliant with our requirements as a government contractor.

Questions about the dependent eligibility verification program may be directed to Budco at 866-488-2001, or HR Services at 855-553-4367, option 3 or via email at <a href="mailto:ASKHR@Leidos.com">ASKHR@Leidos.com</a>.

# **Paying for Care**

Participants are responsible for their share of the insurance premiums and applicable copayments for examinations and eyewear. Premiums are paid via pretax payroll deductions. The plan generally pays for prescription glasses, contact lenses and laser eye surgery, up to the applicable allowance. Prices are discounted through VSP (www.vsp.com) network doctors.

## **Copayments**

When a participant receives an eye exam from a VSP network doctor or a non-VSP provider, or obtains glasses or contacts, he or she is subject to the applicable copayment as shown in the table below.

When a participant receives services from a non-VSP provider, he or she is responsible for paying the complete bill at the time of service and applying for reimbursement for the benefits (less applicable copayments) according to the summary of benefits in the table that follows. For further information about what is covered and what is not covered by the plan, participants should contact VSP by calling 1-800-877-7195, or by visiting the VSP web site (www.vsp.com).



# **Plan Design**

The vision plans through **VSP** (<u>www.vsp.com</u>) offers participants the flexibility to receive services from a VSP network doctor or a non-VSP provider. No referrals or identification cards are needed to see a VSP doctor.

#### **VSP Network Doctors**

Vision care services and eyewear may be obtained from any licensed optometrist, ophthalmologist or dispensing optician. However, the plan generally pays maximum benefits and offers additional discounts when participants receive services and eyewear from VSP (www.vsp.com) network doctors.

Participants pay only a copayment to a VSP doctor for services. VSP will pay the VSP doctor directly according to the plan's agreement with the doctor.

VSP doctors offer additional savings including a 20% discount on additional pairs of prescription glasses (lenses and frame) and sunglasses. Services must be received within 12 months of a participant's last covered eye exam and provided by the same VSP doctor who conducted the exam. Participants can also save 15% off the cost of a contact lens exam when they receive contact lens services from a VSP doctor. (This discount does not apply to the purchase of contacts.)

## Scheduling an Appointment with a VSP Network Doctor

When calling to schedule an appointment with a VSP doctor, participants should identify themselves as a VSP member.

To locate a VSP doctor near a participant's home or office:

- Visit the VSP website at www.vsp.com to search for a doctor by name or location.
- Call VSP's Member Services at 1-800-877-7195. VSP's automated service allows participants to search for a doctor by Zip Code or name.

#### **Non-VSP Providers**

A participant receives the best value from the VSP benefit when he or she visits a VSP network doctor. If a participant obtains plan benefits from a non-VSP provider, he or she must pay the provider in full at the time of service. The participant will be reimbursed by VSP according to the



reimbursement schedule listed in the Schedule of Benefits. Services obtained from non-VSP providers are subject to the same copayments and limitations as services obtained from VSP providers.

## **Laser Surgery Discount**

VSP has contracted with many laser surgery facilities and doctors, offering participants access to laser vision correction surgery for hundreds of dollars less than they might pay privately. Participants can visit VSP's web site (www.vsp.com) to learn more about the laser surgery program.

## What the VSP Basic Plan Covers

Benefits generally covered under the Basic Plan include:

- Vision examination, including the test necessary to ensure visual wellness and to detect potential eye-related medical problems;
- Prescription of corrective lenses when indicated;
- Single vision, lined bifocal or lined trifocal lenses in glass or plastic;
- Standard progressive lenses
- A selection of frames to choose from, up to the plan allowance;
- Contact lenses in place of prescription glasses;
- Discounts and allowances on lenses and frames, contact lens exam and laser eye surgery;
- Type 2 diabetes follow-up services and contact lens exams (evaluation and fitting)

## What the VSP Plus Plan Covers

The VSP Plus Plan coverage is inclusive of the benefits under the Basic Plan; however, each covered member may select one of the following enhancements when purchasing their eyewear:

- Additional \$100 frame allowance
- Additional \$100 contact lens allowance
- Fully-covered premium or custom progressive lenses
- Fully-covered anti-reflective coating
- Fully-covered light reactive lenses



## What VSP Does Not Cover

VSP covers the participant's visual needs rather than optional extras or "cosmetic" materials. If a participant selects any of the following cosmetic options listed below, the participant will pay a negotiated VSP member price:

- Blended lenses:
- Oversize lenses;
- UV (ultraviolet protection) lenses;
- Progressive multifocal lenses;
- Coating of a lens or lenses;
- Laminating of a lens or lenses;
- · Cosmetic lenses; and
- Optional cosmetic processes

In addition, services and eyewear that aren't covered include:

- Orthoptics or vision training and any associated supplemental testing;
- Planolenses (non-prescription lenses);
- Two pairs of glasses in lieu of bifocals;
- Replacement of lenses, frames and/or contact lenses under the plan which are lost or broken except at the normal intervals when services are otherwise available;
- Medical or surgical treatment of the eyes;
- Corrective vision treatment of an experimental nature;
- Costs for services and/or eyewear above benefit allowances;
- Refitting of contact lenses after the initial (90-day) fitting period;
- Contact lens modification, polishing or cleaning;
- Services/eyewear not indicated as covered plan benefits.



leidos.com

# **Comparing the Vision Plans**

	VSP I	Basic	VSP Plus		
	VSP Provider	Non-VSP Provider	VSP Provider	Non-VSP Provider	
Examination - One	(1) per calendar yea	ar			
Routine Well Vision Exam	\$20 Copay for exam and glasses	Plan reimburses up to \$45	\$20 Copay for exam and glasses	Plan reimburses up to \$45	
Contact Lens Exam (fitting and evaluation)	Up to \$60 Copay	N/A	Up to \$60 Copay	N/A	
Lenses – per calen	dar year				
Single Vision Lenses	Included	Plan reimburses up to \$30	Included	Plan reimburses up to \$30	
Lined Bifocal Lenses	Included	Plan reimburses up to \$50	Included	Plan reimburses up to \$50	
Lined Trifocal Lenses	Included	Plan reimburses up to \$65	Included	Plan reimburses up to \$65	
Lenticular	Included	Plan reimburses up to \$100	Included	Plan reimburses up to \$100	
Frames - per cale	ndar year				
Wide selection of frames	\$150 Allowance	Plan reimburses up to \$70	\$150 Allowance	Plan reimburses up to \$70	
Featured frame brands	\$200 Allowance	Plan reimburses up to \$70	\$200 Allowance	Plan reimburses up to \$70	
Walmart / Sam's Club / Costco	\$150 Allowance	Plan reimburses up to \$70	\$150 Allowance	Plan reimburses up to \$70	
Savings on the amount over your allowance	20% off overage	Plan reimburses up to \$70	20% off overage	Plan reimburses up to \$70	
Contact Lenses (in	lieu of glasses) - p				
Elective Contact Lenses	\$150 Allowance	Plan reimburses up to \$105	\$150 Allowance	Plan reimburses up to \$105	
Medical Necessary Contact Lenses	Included	Plan reimburses up to \$210	Included	Plan reimburses up to \$210	



	VSP	Basic	VSP	Plus		
	VSP Provider	Non-VSP Provider	VSP Provider	Non-VSP Provider		
VSP EasyOptions	VSP EasyOptions – per calendar year					
	N/A	N/A	Each covered plan member may select one of the following enhancements when purchasing their eyewear:  • Additional \$100 frame allowance  • Additional \$100 contact lens allowance  • Fully-covered premium or custom progressive lenses  • Fully-covered anti-reflective coating  • Fully-covered light-reactive lenses	N/A		
Covered Lens Enha	ancements					
Standard Progressive Lenses	Covered	Reimbursed up to \$50	Covered	Reimbursed up to \$50		
Polycarbonate for children	Covered	N/A	Covered	N/A		
Non-Covered Lens	Enhancements					
Other Add-Ons & Services	Average of 20- 25% discount off of regular price	N/A	Average of 20- 25% discount off of regular price	N/A		



	VSP	Basic	VSP Plus	
	VSP Provider	Non-VSP Provider	VSP Provider	Non-VSP Provider
Diabetic Eyecare P	lus Program			
Retinal screening for members with diabetes	\$0 Copay	N/A	\$0 Copay	N/A
Additional exams and services for members with diabetic eye disease, glaucoma, or age- related macular degeneration	\$20 Copay per exam	N/A	\$20 Copay per exam	N/A
Laser VisionCare F	Preferred Program –	per lifetime		
Custom LASIK, Custom PRK, Bladeless LASIK, LASIK, or PRK	\$100 allowance per eye up to \$200 lifetime maximum. Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.	Plan reimburses up to \$100 per eye up to \$200 lifetime maximum	\$100 allowance per eye up to \$200 lifetime maximum. Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.	Plan reimburses up to \$100 per eye up to \$200 lifetime maximum



# **Filing Claims**

For out-of-network reimbursement, the participant must pay the entire bill at the time of service and then send the following information to VSP:

- An itemized receipt listing:
  - Date of service
  - o Doctor's name or office name
  - Each service received and the amount paid;
- The participant's name, Social Security Number, phone number and address;
- The group number (#12180678);
- The patient's name, date of birth, phone number and address; and
- The patient's relationship to the participant (such as "self," "spouse," "child," etc.).

#### To submit a claim online:

- Log in to your VSP account
- Click on "View Your Benefits" then "My Benefits"
- Scroll down and click "Submit an Out-of-Network Claim
- Complete the fields and follow the prompts
- Upload your receipts
- Click Submit

#### To submit a claim by mail:

Contact VSP Member Services at 800-877-7195 to request a VSP Member Reimbursement Form.
 Complete the form and mail to:

#### **Vision Service Plan (VSP)**

Attention: Claims Services

P.O. Box 385018

Birmingham, AL 35238-5018

Claims for reimbursement must be submitted within six months of the date of service. Participants should keep a copy of the information for their records and send the originals to VSP.

Contact VSP with any questions about coverage at 1-800-877-7195.



# **Continuing Vision Insurance After Plan Coverage Ends**

A federal law called the Consolidated Omnibus Budget Reconciliation Act (COBRA) enables a participant and his or her covered dependents to continue vision insurance if their coverage ends due to a reduction of work hours or termination of employment (other than for gross misconduct). Federal law also enables a participant's dependents to continue vision insurance if their coverage stops due to the participant's death or entitlement to Medicare; divorce; legal separation; dissolution of registered domestic partnership; or when the child no longer qualifies as an eligible dependent. The participant must elect coverage according to the rules of the Leidos health care plans. Continuation is subject to federal law, regulations, and interpretations.

For more information about participants' rights under COBRA, the participant should refer to "Continuing Health Care Coverage Through COBRA" in the Plan Information section.

Participants should refer to the <u>VSP website (www.vsp.com)</u> for additional information.



# **Leidos Benefits Summary Plan Description**

## Leidos Well-Being Program

The well-being program is a voluntary benefit that Leidos is providing as our investment in your long-term health and well-being. Leidos has contracted with Virgin Pulse to help support employees and their spouses/domestic partners, to bring activities and resources that help provide a clear picture of health.

The program is administered according to federal rules permitting employer-sponsored well-being programs that seek to improve employee health or prevent disease, including the Americans with Disability Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable.

# **About the Program**

The well-being program is available to all benefit eligible employees and their spouse/domestic partner, if enrolled in the well-being benefit. The program supports you on your journey to your best health and well-being. By checking in on your health and completing engaging activities, you will earn points toward great rewards.

Note: Incentive rewards are paid out as soon as administratively possible. You must be an active Leidos employee on the date of the incentive payment in order to be eligible to receive such incentive payment.

# **Equal Employment Opportunity Commission (EEOC) Notice for Employer-Sponsored Well-being Programs**

The well-being program is a voluntary well-being program and is administered according to federal rules permitting employer-sponsored well-being programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others.

If you choose to participate in the well-being program, you will be asked to complete a voluntary health assessment that asks a series of questions about your health-related activities and

behaviors and whether you have or had certain medical conditions (e.g., diabetes, depression, or heart disease). The information from your health assessment will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the well-being program. You also are encouraged to share your results or concerns with your own doctor. You are not required to complete the health assessment in order to participate in the well-being activities.

Employees who choose to participate in the well-being program will receive points towards rewards. Although you are not required to complete the health assessment, only employees who do so will receive any rewards.

Additional points are available for employees who participate in certain health-related activities. If you are unable to participate in any of the health-related activities, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting HR Services at 1-855-553-4367, option 3.

## **Protections from Disclosure of Medical Information**

Leidos is required by law to maintain the privacy and security of your personally identifiable health information. Although Virgin Pulse and Leidos may use aggregate information it collects to design a program based on identified health risks in the workplace, Virgin Pulse will never disclose any of your personal information either publicly or to Leidos, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the well-being program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the well-being program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the well-being program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the well-being program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the well-being program will abide by the same confidentiality requirements.

In addition, all medical information obtained through the well-being program will be maintained by Virgin Pulse. Information stored electronically will be encrypted, and no information you provide as part of the well-being program will be used in making any employment decision. Appropriate



precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the well-being program, we will notify you immediately.

Finally, you may not be discriminated against in employment because of the medical information you provide as part of participating in the well-being program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact HR Services at 1-855-553-4367, option 3.



# **Leidos Benefits Summary Plan Description**

## Employee Assistance Program (EAP)

You and your eligible dependents have access to the LifeMatters Employee Assistance Plan (EAP), which offers confidential, personal assessment and referral services through Empathia. The full cost of the program is paid for by Leidos.

## **Covered Benefits**

You and your dependents are each eligible for up to five (5) visits per presenting problem, per calendar year at no charge. If you or a dependent require extended mental health/substance abuse treatment, you may be eligible for benefits underyour Leidos-sponsored <u>medical plan</u>.

EAP defines a "dependent" as any natural person (other than an employee) eligible to receive benefits under the Plan. In addition, with respect to EAP services, "dependent" shall also include any person residing with an employee on a full-time basis.

LifeMatters EAP counselors can help you with the following:

- Relationship counseling (marital discord, parent-child issues, etc.)
- Emotional counseling (depression, anxiety, moodiness, etc.)
- Financial and legal service referral assistance
- Helpin dealingwithwork-related stress
- Counseling on providing carefor elderly parents
- Addiction counseling (alcohol, substance abuse, gambling, etc.)
- Work/Life resources and referral programs for childcare, education, eldercare, legal assistance and multitude of other community services

# **Confidentiality**

It's important that you and your household have access to confidential counseling and that your right to privacy is maintained. That's why your contact with Empathia, including counseling records and services, will be kept confidential in accordance with federal and state laws.

Empathia will not share information about your counseling with Leidos or anyone else without your written permission. The only exception is when the life or safety of an individual is seriously threatened, or if disclosure is required by law.

For more information, contact LifeMatters directly at 800-634-6433 or visit LifeMatters at www.mylifematters.com and enter the access code "Leidos1".

# **Accessing LifeMatters**

LifeMattersEAP is available 24 hours a day, seven days a week. You may call Empathia at 800-634-6433, or you can access services online at <a href="https://www.mylifematters.com">www.mylifematters.com</a> and enter the access code "Leidos1".



## **Leidos Benefits Summary Plan Description**

Life and Accidental Death and Dismemberment Insurance Plans

Leidos offers several types of financial protection for participants and their families if they were to die or be injured in an accident, including:

- Basic Term Life Insurance,
- Group Universal Life (GUL) Insurance,
- Optional Dependent Life Insurance,
- Basic Accidental Death and Dismemberment (AD&D) Insurance,
- Voluntary Accidental Death and Dismember (VAD&D) Insurance, and
- Business Travel Accident (BTA) Insurance.

Prudential insures the Basic Term Life Insurance, Group Universal Life (GUL) and Optional Dependent Life Insurance plans.

New York Life Group Benefit Solutions Group Insurance insures the Accidental Death and Dismemberment (AD&D) and Business Travel Accident (BTA) plans. These plans are underwritten by the Life Insurance Company of North America.

## **Basic Term Life Insurance**

Basic Term Life Insurance may provide a benefit to employees and their eligible dependents if any were to die while the employee was working for Leidos.

Evidence of Coverage

#### **How Basic Term Life Insurance Works**

<u>Eligible employees</u> automatically receive Basic Term Life Insurance coverage for themselves and can add their eligible dependents, including their spouse or registered domestic partner and their dependent children.

Leidos pays the full cost of Basic Term Life Insurance coverage.

## **Employee Coverage**

The amount of coverage that an employee may receive is based on his or her classification, as follows:

Class	Basic Term Life Insurance Benefit
Class 1 – All regular full-time employees working at least 30 hours per week and regular part-time employees working 12 – 29 hours per week and who are benefits eligible	One (1) times annul compensation, rounded to the next higher multiple of \$1,000 if not already a multiple of \$1,000 prior to calculating your amount of insurance, to a maximum of \$1 million
Class 5 – All eligible employees waiving Basic Term Life Insurance coverage amounts over \$50,000	\$50,000

**Important:** "Annual compensation" means an employee's annual wage or salary as reported by his or her employer for the work performed as of the date of loss. It does not include earning received as bonuses, overtime pay or other extra compensation.

Basic Term Life Insurance benefit amounts over \$50,000 are subject to income tax. The value of an employee's life insurance coverage over \$50,000 will be added each year to his or her W-2 form as taxable income. This is called "imputed income."

The employee may choose to waive any coverage over \$50,000 at any time. However, if an employee waives coverage over \$50,000, the employee may only increase to the one (1) times annual compensation during a life event or during open enrollment without evidence of insurability. Also, the employee must be actively at work to increase this coverage.

#### **Employees Ages 70+**

When and employee reaches age 70, the total amount of the employee's Basic Term Life Insurance benefit will be reduced by 35%. The amount lost due to the age reduction is not eligible for port or conversion.

#### **Dependent Basic Life Coverage**

Coverage for an employee's eligible dependents equals \$2,000 per person. Under the Basic Term Life Insurance Plan, eligible dependent may include the employee's spouse or registered domestic partner, natural child(ren), legally adopted child(ren), child(ren) placed with the employees for adoption prior to legal adoptions<sup>2</sup> and the employee's stepchild(ren)<sup>1</sup> and domestic partner's child(ren)<sup>1</sup>.

Refer to <u>Eligibility</u> in the Participating in the Plans section for more information about eligibility requirements.



#### **Additional Benefits**

Basic Term Life Insurance also pays additional benefits, including:

• Accelerated Benefits – If an employee or his or her spouse or registered domestic partner becomes terminally ill and is not expected to live for more than 12 months, he or she may request an accelerated benefits equal to a maximum of 50% of his or her combined life insurance benefit (Basic Term Life Insurance, Optional Dependent Life Insurance - spouse or domestic partner coverage only, and GUL Insurance). The maximum accelerated benefit amount for Basic Term Life Insurance is \$125,000. Any remaining benefit amount will be paid to the employee's designated beneficiary upon their death or to the employee upon the death of a covered dependent.

#### **Extraterritorial Information**

Important Information for Residents of Certain States: There are state-specific requirements that may change the provisions under the coverage(s) described in the Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to you coverage(s) and are made a part of you Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at <a href="https://www.prudential.com/etonline">www.prudential.com/etonline</a>. When you access the website, you will be asked to enter your state of resident and your access code. Your access code is 52844.

#### **Limitations and Exclusions**

Benefits for <u>part-time employees</u> will be calculated by using their pay, prorated by their standard number of hours worked per week.



<sup>&</sup>lt;sup>1</sup> To qualify for this benefit, a stepchild or registered domestic partner's child must reside with the Leidos employee.

<sup>&</sup>lt;sup>2</sup> A child placed with an employee for adoption prior to legal adoption is considered a qualified dependent from the date of placement for adoption.

# **Group Universal Life Insurance**

Employees can purchase an added measure of protection for themselves through Prudential. Group Universal Life (GUL) Insurance provides benefits that go beyond term life insurance. GUL helps an employee protect their family and build a secure financial future.

## **Coverage Options**

GUL pays a benefit if you die while covered. If you participate, you have the option to enroll in either:

- · GUL only; or
- GUL and contribute to cash accumulation fund that earns tax-deferred interest at a guaranteed minimum rate.

Employees can purchase GUL in amounts equal to 1, 2, 3, 4, 5, 6, 7, or 8 times their annual compensation, to a maximum of \$4 million. Any GUL coverage elected is in addition to Basic Term Life Insurance coverage.

Employees who enroll in GUL pay the full cost of coverage on an after-tax basis.

#### **Delay in Effective Date**

Your coverage under GUL will be delayed if you do not meet the Active at Work Requirement on the day your insurance would otherwise begin. Instead, it will begin on the day that you meet the requirement. The same delay rule will apply to any change in your insurance if you do not meet the Active at Work Requirement on the day in which that change would take effect.

The Active at Work Requirement requires that you be actively at work at Leidos, or at any other place the Leidos requires you to go. You are considered actively at work during normal vacation if you were active at work on your last regular schedule workday.

### **Cash Accumulation Fund**

In addition to providing a life insurance benefit for your loved ones, the GUL features a Cash Accumulation Fund (CAF) that allows you to earn interest on a tax-deferred basis.



#### You can:

- Earn guaranteed interest The CAF has a guaranteed interest rate that will never be less than 4 percent.
- Keep it even after your employment with Leidos ends Insurance can continue at the full coverage amount up to age 100, on a direct-bill basis.
- **Enjoy tax benefits** Earnings and interest credited on contributions to the CAF are taxdeferred. The death benefit (typically the face amount of insurance plus the CAF) is generally income tax-free to beneficiaries.
- Access funds easily You can take loans or make withdrawals from the CAF at any time and for any reason. You can also use the CAF to pay premiums or purchase fully paid up coverage.
- Qualify for special benefits if you become disabled or terminally ill The Waiver of
  Premium provision for qualifying disabled employees and the Accelerated Benefit Option for
  terminally ill employees provides extra support when it is needed most.

If you elect to cancel coverage or withdraw from your CAF, you must complete the <u>Owner Transaction</u> <u>Form</u>.

#### **Withdrawals**

You can make a full or partial withdrawal from your CAF for any reason. You can make up to 12 cash withdrawals per year. The minimum amount you can withdraw is \$200 (or your total balance, if your total balance is less than \$200). If you make a cash withdrawal, the cash accumulation fund will be reduced by the amount of that withdrawal.

The maximum partial withdrawal you can make is equal to your fund balance less any loan, loan interest and unpaid cost of premium due. If you make a partial withdrawal request for an amount greater than this, it will be treated as a full cash withdrawal.

Under current tax laws, the interest earned on your CAF is not taxed until you withdraw more than your "cost basis." Generally, the cost basis is equal to your contributions made (including cost of insurance premium and contributions to your CAF), less any untaxed portion of amounts previously withdrawn. Tax laws may change from time to time, so consult your tax advisor for information on taxability. To make a withdrawal, submit a written request to Mercer, the Program Manager.



#### Loans

You may borrow up to the current value of your CAF, subject to plan limitations. The minimum loan amount allowed under the plan is \$200. The maximum loan amount is 90% of your cash accumulation fund minus the cost of premium for one month of insurance. You will be charged up to 2% more than the interest rate earned. You may take one loan per year and only one loan can be in effect at any time.

You may repay all or part of your loan with interest by making payments directly to the Program Manager, Mercer. You cannot repay a loan through payroll deductions.

## **Evidence of Insurability**

When an employee enrolls for GUL Insurance, he or she will be required to provide <u>evidence of insurability (EOI)</u> if he or she:

- Elects coverage in excess of (the lesser of) three times annual compensation or \$500,000 when first eligible to enroll;
- Elects to increase coverage by more than one benefit level or any amount exceeding three times annual compensation during Open Enrollment or within 31 days of a qualified life event; or
- Elects to enroll for coverage after having waived coverage when first eligible

If the elected amount requires EOI, Prudential will either mail or email the required form and instructions for completion. Prudential may request that the employee complete a brief medical questionnaire. He or she may need to provide additional information.

Any EOI must be satisfactory to the plan's underwriter before coverage can be approved. The plan's underwriter uses standard underwriting rules and procedures for reviewing applications and has sole authority to approve or reject any application on the basis of health. GUL coverage will be provided at the existing level while the decision on the covered person's EOI is pending.

#### **Additional Benefits**

Group Universal Life Insurance also pays additional benefits, including:

 Accelerated Benefits — If an employee becomes terminally ill and is not expected to live for more than 12 months, he or she may request an accelerated benefit equal to a maximum of 50% of his or her combined life insurance benefit (Basic Life Term Insurance and GGUL). The maximum accelerated benefit amount for GUL Insurance is \$250,000.



Any remaining benefit amount will be paid to the employee's designated beneficiary upon his or her death.

#### **Extraterritorial Information**

Important Information for Residents of Certain States: There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at www.prudential.com/etonline. When you access the website, you will be asked to enter your state of residence and your Access Code. Your Access Code is 52844.

#### **Limitations and Exclusions**

GUL will not be payable if the employee commits suicide within the first two years of being covered.

Benefits for part-time employees will be calculated by using their pay, prorated by their standard number of hours worked per week.

# **Optional Dependent Life Insurance**

If an employee elects GUL, he or she can also elect to purchase Dependent Life Insurance for their eligible dependents.

In no case may covered employees also be covered as dependents of another covered Leidos employees. Therefore, if you are married to another Leidos employee, you cannot be covered as both an employee and a dependent for Optional Life insurance (which includes Group Universal Life insurance).

In addition, any eligible dependent child(ren) can only be covered by one Leidos employee — so either you or your spouse (or domestic partner) may cover the eligible dependent child(ren).

Evidence of Coverage



## **Spouse Life Insurance**

Employees can purchase Spouse Life Insurance for their spouse or registered domestic partner.

Coverage is available in the amount of:

- \$10,000;
- \$25,000;
- \$50,000\*\*;
- \$100,000\*\*;
- \$150,000\*\*;
- \$200,000\*\*
- \$250.000\*\*

#### Child Life Insurance

Under the Optional Dependent Life Insurance, employees can purchase Child Life Insurance for their eligible dependents which include the employee's natural child(ren), legally adopted child(ren), child(ren) placed with the employees for adoption prior to legal adoptions<sup>2</sup> and the employee's stepchild(ren)<sup>1</sup> and domestic partner's child(ren)<sup>1</sup>.

Coverage is available in the amount of:

- \$5,000;
- \$10,000
- \$25,000

# **Requirements for Dependent Coverage**

On the date life insurance would otherwise be effective, if an eligible spouse, registered domestic partner or dependent child is:

 an inpatient in a hospital, hospice, rehabilitation center, convalescence center, custodial care facility, or



<sup>\*\*</sup> If you elect coverage to exceed the Guaranteed Issue, your spouse/domestic partner will be subject to EOI. Refer to the <a href="Evidence of Insurability">Evidence of Insurability</a> section for more information.

<sup>&</sup>lt;sup>1</sup> To qualify for this benefit, a stepchild or registered domestic partner's child must reside with the Leidos employee.

<sup>&</sup>lt;sup>2</sup> A child placed with an employee for adoption prior to legal adoption is considered a qualified dependent from the date of placement for adoption.

confined to his or her home under the care of a physician

Then life insurance will become effective on the date he or she is no longer an inpatient in these facilities or confined at home.

## **Evidence of Insurability**

When an employee enrolls for Optional Dependent Life Insurance for their spouse or registered domestic partner, he or she will be required to provide evidence of insurability (EOI) if he or she:

- Elect Spouse Life coverage in excess of \$25,000 for his or her spouse or registered domestic partner when first eligible to enroll;
- Elect more than one level increase to Spouse Life coverage during a qualified life event or Open Enrollment

If the elected amount requires EOI, Prudential will either mail or email the required form and instructions for completion. Prudential may request that the spouse/domestic partner complete a brief medical questionnaire.

Any evidence of insurability must be satisfactory to the plan's underwriter before coverage can be approved. The plan's underwriter uses standard underwriting rules and procedures for reviewing applications and has sole authority to approve or reject any application on the basis of health. Dependent Life Insurance coverage will be provided at the existing level while the decision on the participant's evidence of insurability is pending.

#### **Additional Benefits**

Spouse Life Insurance also pays additional benefits, including:

Accelerated Benefits — If an employee's spouse or registered domestic partner becomes
terminally ill and is not expected to live for more than 12 months, he or she may request an
accelerated benefit equal to a maximum of 50% of his or her Spouse Life Insurance benefit. The
maximum accelerated benefit amount is \$250,000.

Any remaining benefit amount will be paid to the employee upon the spouse or registered domestic partners death. (The employee is automatically the beneficiary for any covered dependent). For a covered person to qualify for an accelerated benefit, a doctor must certify his or her condition.



#### **Extraterritorial Information**

Important Information for Residents of certain States: There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at <a href="https://www.prudential.com/etonline">www.prudential.com/etonline</a>. When you access the website, you will be asked to enter your state of residence and your Access Code. Your Access Code is 52844.

### **Limitations and Exclusions**

Spouse Life Insurance will not be payable if the spouse or registered domestic partner commits suicide within the first two years of being covered.

# Basic Accidental Death and Dismemberment (AD&D) Insurance

Basic AD&D insurance provides additional benefits to employees if they were to die or suffer dismemberment in an accident while employed by Leidos and in an eligible fringe package.

#### **How Basic AD&D Insurance Works**

<u>Eligible employees</u> automatically receive coverage equal to one times their annual compensation, rounded to the next higher \$1,000 if not already a multiple of \$1,000. This is known as the "principal sum." The maximum Basic AD&D Insurance benefit is \$250,000.

Leidos pays the full cost of Basic AD&D Insurance.

Evidence of Coverage

**Important:** "Annual compensation" means an employee's annual wage or salary as reported by his or her employer for the work performed as of the date of loss. It does not include earnings received as bonuses, overtime pay or other extra compensation.



Annual Compensation includes: A change in the amount of Annual Compensation is effective on the date of the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid. *Commissions* will be averaged for the 12 months just prior to the date the covered loss occurs, or the months employed, if less than 12 months.

## **Employees Ages 70+**

When an employee attains age 70, the Basic AD&D insurance benefit amount, or principal sum, will be reduced by 35%.

#### **Schedule of Benefits**

In the event of an employee's death, benefits will be paid to the employee's <u>beneficiary</u>. If an employee accidentally suffers dismemberment, the benefits will be paid directly to the employee. The chart below shows the benefit payments under the Basic AD&D Insurance plan:

Schedule of Benefits Basic Accidental Death and Dismemberment (AD&D) Insurance					
	,				
FOR THE LOSS OF:*	THE EMPLOYEE WILL RECEIVE:				
Life	100% of the principal sum				
<ul> <li>Two or more members</li> </ul>					
<ul> <li>One hand or one foot and sight in one eye</li> </ul>					
Both upper and lower limbs					
(quadriplegia)**					
<ul> <li>Speech and hearing in both ears</li> </ul>					
One member	50% of the principal sum				
	30 % of the philopal 30m				
Both lower limbs (paraplegia)**					
Upper and lower limbs on one side of the					
body (hemiplegia)**					
Speech					
<ul> <li>Hearing in both ears</li> </ul>					
<ul> <li>Thumb and index finger of the same hand</li> </ul>	25% of the principal sum				
All four fingers of the same hand	·				
All toes of the same foot					

<sup>\*</sup>An employee's loss must occur within 365 days of the date of the accident. "Member" means hand, foot or eye. "Loss of a hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of sight" means total, permanent and irrevocable loss by natural, surgical or artificial means. "Loss of speech" means total, permanent and irrevocable loss of audible communication. "Loss of hearing" means total and permanent loss of hearing in both ears which cannot be corrected by any means. "Loss of a thumb and index finger" means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

<sup>\*\*</sup> These injuries - or paralyses - mean the loss of use, without severance, of a limb. Such a loss must be determined by a doctor to be complete and not reversible.



If more than one loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest will be paid.

#### **Additional Benefits**

Basic AD&D Insurance also pays additional benefits, including:

- Accidental Burn and Disfigurement Benefit If a covered person suffers a covered injury
  that leaves him/her disfigured, and that covered injury resulted directly and independently of all
  other causes from a covered accident, and the disfigurement satisfies the following conditions
  below:
  - reconstructive or cosmetic surgery is required to restore the employee's physical abilities or correct Disfigurement, and must be performed within twelve months of the covered accident;
  - 2. a Physician must determine that the burn satisfies all of the following:
    - a. involves the minimum percentage shown below;
    - b. be classified as shown below; and
    - c. results in disfigurement or loss of physical abilities.
      - 75-100% Body Disfigurement 100% of the Principal Sum
      - 50-74% Body Disfigurement 50% of the Principal Sum
      - 25-49% Body Disfigurement 10% of the Principal Sum
      - Burn Classification Third Degree

For purposes of this benefit: **Disfigurement or Disfigured** means spoiled or deformed appearance that can be corrected by means of reconstructive or cosmetic surgery.

- **Brain Damage** If a covered person becomes brain damaged within 30 days and as a result of a covered accident, the plan will pay 100% of the principal sum. The covered person must be hospitalized for treatment of the brain damage at least 7 of the first 30 days of the injury, and the brain damage must continue for at least 12 consecutive months.
  - If, after 12 consecutive months of continuous brain damage, a physician determines that the covered person is permanently and totally disabled due to the brain damage, benefits will be paid in a lump sum at the beginning of the 13th month following the original date of the injury. The amount payable will not exceed the AD&D Principal Sum for the covered person whose covered accident is the basis for the claim.
- Carjacking Benefits If the covered person suffers a covered loss resulting directly and independently of all other causes from a covered accident that occurs during a carjacking of an



automobile that the covered person was operating, getting into or out of, or riding in as a passenger. A carjacking benefit of 10% multiplied by the percentage of the principal sum applicable to the covered loss will be paid, up to a maximum of \$25,000.

Verification of the carjacking must be made part of an official police report within 24 hours of the Carjacking, or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within 24 hours or as soon as reasonably possible.

• Felonious Assault and Violent Crime Benefit - If a covered person suffers a covered loss resulting directly and independently of all other causes from a covered accident that occurs during a violent crime or felonious assault as described below. A police report detailing the felonious assault or violent crime must be provided before any benefits will be paid. The covered accident must occur while the covered person is on the business or premises of the Employer.

To qualify for benefit payment, the covered accident must occur during any of the following:

- 1. actual or attempted robbery or holdup;
- 2. actual or attempted kidnapping;
- 3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

The insurance company will pay a hospital stay benefit, subject to the following conditions and exclusions, when the covered person suffers a covered loss resulting directly and independently of all other causes from a covered accident that occurs during a violent crime or felonious assault if all of the following conditions are met:

- 1. the covered person is covered for hospital stay benefits under this Policy;
- 2. the hospital stay begins within 30 days of the violent crime/felonious assault;
- 3. the hospital stay is at the direction and under the care of a Physician;
- 4. the covered person provides proof satisfactory to New York Life Group Benefit Solutions that his/her hospital stay was necessitated to treat covered injuries sustained in a covered accident caused solely by a violent crime or felonious assault;
- 5. the Hospital Stay begins while the covered person's insurance is in effect

A felonious assault/violent crime benefit of 10% multiplied by the percentage of the principal sum applicable to the covered loss will be paid, up to a maximum of \$25,000 as well as a hospital stay benefit of \$100 per day to a maximum benefit period of 365 days per hospital stay, per covered accident.



Exposure and Disappearance Coverage - If a Covered Person suffers a Covered Loss which
results directly and independently of all other causes from unavoidable exposure to the
elements following a Covered Accident benefits for Accidental Death and Dismemberment will
be payable.

If a covered person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the covered person was riding in the course of a trip which would otherwise be covered, it will be presumed that the covered person's death resulted directly and independently of all other causes from a covered accident.

Home Alterations and Vehicle Modifications — If a covered person suffers a covered loss, other than a loss of life, due to an accident, the plan will pay a benefit equal to 10% of the principal sum, to a maximum of \$10,000, for home alterations and vehicle modifications to accommodate the participant's injury.

This benefit will be payable if all of the following conditions are met:

- Prior to the date of the Covered Accident causing such Covered Loss, the Covered
  Person did not require the use of any adaptive devices or adaptation of residence and/or
  vehicle;
- As a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
- 3. The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident
- Monthly Coma Benefit If an employee is in a coma for at least 31 consecutive days as a
  result of an accident, a monthly coma benefit of 1% of the <u>principal sum</u> will be paid. This benefit
  will be paid until the employee's recovery, the 11th month of payment, or the employee's death,
  whichever is earliest.

If the employee dies while in a coma or remains comatose after 11 months of benefit payments, the plan will pay a lump sum to the employee's <u>beneficiary</u> equal to the principal sum.

Owned Aircraft Coverage – If the Covered Person suffers a Covered Loss that results directly
and independently of all other causes from a Covered Accident that occurs during travel or
flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled
by Leidos, Inc. or any of its subsidiaries or affiliates benefits will be payable.



- Pilot Coverage If a covered person suffers a covered loss resulting directly and
  independently of all other causes from a covered accident that occurs while the covered person
  is flying as a licensed pilot or member of the crew of an aircraft the accidental death and
  dismemberment benefit will be payable if the covered person meets all of the following
  requirements:
  - has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by New York Life Group Benefit Solutions;
  - 2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by New York Life Group Benefit Solutions;
  - 3. completes and maintains a combined minimum of 200 hours of military, private or professional logged flight hours;
  - 4. is flying as a pilot or member of the crew of an Aircraft for which he is qualified and is on a list of eligible Aircraft maintained by the Subscriber, including a substitute Aircraft with no greater seating capacity while a listed Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction; or
  - 5. is flying as a pilot or member of the crew of an Aircraft that is not owned, leased, operated or controlled by the Policyholder, Subscriber
  - 6. is not giving or receiving flight instruction
- Rehabilitation If a covered person suffers a covered loss due to an accident, the plan will
  pay a benefit equal to 10% of the principal sum, to a maximum of \$10,000, for covered
  rehabilitative expenses. The covered person must require rehabilitation within two years of the
  covered loss.
- Seat Belt(s) and Airbag Benefit If an employee dies as a direct result of injuries sustained in a covered accident while driving or riding in an automobile and he or she was wearing a seat belt, New York Life Group Benefit Solutions will pay a seat belt benefit to the <u>designated</u> beneficiary.

The seat belt benefit will be at least \$1,000, to a maximum of 25% of the employee's benefit or \$25,000, whichever is less. An employee's beneficiary will receive the seat belt benefit if:

- 1. The automobile the employee was driving/riding in was equipped with seat belts;
- 2. The seat belt(s) was in actual use and properly fastened at the time of the covered accident; and
- 3. The position of the seat belt(s) was certified in the official report of the covered accident or by the investigating officer. A copy of the police accident report must be submitted with the claim. If certification is not available but it is clear that the employee was



properly wearing a seat belt, New York Life Group Benefit Solutions will pay the additional benefit. If, however, certification is not available and it is not certain that the employee was wearing a seat belt, then the benefit will be fixed at \$1,000.

Additionally, New York Life Group Benefit Solutions will pay an additional 10% of the employee's, benefit, to a maximum of \$12,500, if a seat belt benefit is payable to him or her, and he or she was positioned in a seat that was protected by a properly functioning, original, factory-installed supplemental restraint system (airbag) that inflates on impact.

Verification of the proper inflation of the supplemental restraint system at the time of impact must be part of the official accident report or be certified, in writing, by the investigating officers.

"Automobile" means a self-propelled, private passenger motor vehicle with four or more wheels that is of a type both designed and required to be licensed for use on the highway of any state or country. Automobiles include but are not limited to sedans, station wagons, sport utility vehicles, Jeeps, pickups, vans, campers or motor homes. Automobiles do not include mobile homes or motor vehicles used for mass or public transportation.

No benefit will be paid if the accident causing the employee's death occurred as a result of participation in a race, or a speed or endurance test.

- Secure Travel New York Life Group Benefit Solutions Secure Travel is a comprehensive worldwide travel assistance program including pre-trip planning, assistance while traveling and emergency assistance. All of the program services are available when the covered person is traveling 100 miles or more from home. Services for medically necessary transport, return of dependent children, return of a traveling companion, visit of a family member/friend and repatriation of remains are covered by the program. Expenses for local ambulance or medical care are not covered under the program.
- **Terrorism Benefits** If a covered person suffers a covered loss caused directly and independently of all other causes while the victim of a Terrorist Act the amount payable is the Principal Sum multiplied by the percentage of the covered loss.
  - "Act of terrorism" refers to a hostile or violent act carried out by a group of persons having political, military or territorial goals, but who are not operating on behalf of a sovereign state. Their purpose is to compel an act or omission by any other person or any government entity.
- War Risk Benefits If a covered person suffers a covered loss of life or dismemberment due to war or an act of war, whether declared or undeclared, and such loss occurs within 365 days



of the covered accident, benefits are payable. For more information about these benefits and any provisions, refer to the plan's certificate of coverage.

War risk benefits do not apply if the loss occurs in the United States or in any nation in which the covered person is a citizen.

#### **Limitations and Exclusions**

Basic AD&D Insurance will not pay benefits for death or dismemberment resulting directly or indirectly from:

- 1. Intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
- Commission or attempt to commit a felony or an assault;
- 3. Commission of or active participation in a riot or insurrection;
- 4. Declared or undeclared war or act of war;
- 5. Flight in, boarding or alighting from an aircraft or any craft designed to fly above the earth's surface as follows:
  - a. being flown by the covered person or in which the covered person is a member of the crew:
  - being used for crop dusting, spraying or seeding, giving and receiving flying instruction, fire-fighting, sky writing, sky diving or hang-gliding, racing, stunt or acrobatic flying; or
  - c. an ultra-light or glider;
  - d. designed for flight above or beyond the earth's atmosphere;
- 6. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 7. Travel in any aircraft owned, leased or controlled by Leidos, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by Leidos if the Aircraft may be used as Leidos wishes for more than 10 straight days, or more than 15 days in any year;
- 8. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- A covered accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered accidents that occur while engaged in Reserve or National Guard training are not



- excluded until training extends beyond 31 days;
- 10. Operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the covered accident occurred.

Only one amount, the largest to which the employee is entitled, will be payable for all losses resulting from one covered accident.

# **Voluntary Accidental Death and Dismemberment (VAD&D) Insurance Coverage**

There are two types of coverage under VAD&D Insurance:

- Employee coverage, which covers the employee only; and
- Family coverage, which covers the employee, the employee's spouse or registered domestic partner and/or their dependent children.

Employees pay the full cost of coverage of any VAD&D Insurance, which they purchase on a pre- tax basis.

# How Voluntary Accidental Death and Dismemberment (VAD&D) Insurance Works

# **Employee Coverage**

Employees can purchase VAD&D Insurance for a coverage amount that best fits their needs in increments beginning at 0.5 times annual compensation, up to 10 times annual compensation to a maximum of \$1,000,000.

Evidence of Coverage

**Important:** "Annual compensation" means an employee's annual wage or salary as reported by his or her employer for the work performed as of the date of loss. It does not include earnings received as bonuses, overtime pay or other extra compensation.



Annual Compensation includes: A change in the amount of Annual Compensation is effective on the date of the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid. Commissions will be averaged for the 12 months just prior to the date the covered loss occurs, or the months employed, if less than 12 months.

# **Employees Ages 70+**

When an employee attains age 70, the Voluntary AD&D insurance benefit amount, or principal sum, will be reduced by 35%.

# **Dependent Coverage**

Under the VAD&D Plan, employees can purchase VAD&D for his or her eligible dependents, including spouse or registered domestic partner, the employee's natural child(ren), legally adopted child(ren), child(ren) placed with the employees for adoption prior to legal adoptions<sup>2</sup> and the employee's stepchild(ren)<sup>1</sup> and domestic partner's child(ren)<sup>1</sup>.

Coverage for each dependent is equal to a percentage of an employee's VAD&D Insurance coverage amount as follows:

Dependent Coverage			
ELIGIBLE DEPENDENT	PERCENTAGE OF EMPLOYEE COVERAGE	MAXIMUM DEPENDENT COVERAGE	
SPOUSE OR REGISTERED DOMESTIC PARTNER ONLY (No eligible children)	60%	\$500,000	
SPOUSE OR REGISTERED DOMESTIC PARTNER AND CHILD(REN)			
<ul> <li>Spouse or Registered Domestic Partner</li> </ul>	50%	\$500,000	
Each Child	10%	\$50,000	
CHILD ONLY (No eligible spouse or domestic partner)	25%	\$50,000	

<sup>&</sup>lt;sup>1</sup> To qualify for this benefit, a stepchild or registered domestic partner's child must reside with the Leidos employee.



<sup>&</sup>lt;sup>2</sup> A child placed with an employee for adoption prior to legal adoption is considered a qualified dependent from the date of placement for adoption.

# **Schedule of Benefits**

Schedule of Benefits				
Voluntary Accidental Death and Dismemberment (VAD&D) Insurance				
FOR THE LOSS OF:*	THE EMPLOYEE WILL RECEIVE:			
<ul> <li>Life</li> <li>Two or more members</li> <li>One hand or one foot and sight in one eye</li> <li>Both upper and lower limbs (quadriplegia)**</li> <li>Speech and hearing in both ears</li> </ul>	100% of the principal sum			
<ul> <li>One member</li> <li>Both lower limbs (paraplegia)**</li> <li>Upper and lower limbs on one side of the body (hemiplegia)**</li> <li>Speech</li> <li>Hearing in both ears</li> </ul>	50% of the principal sum			
<ul> <li>Thumb and index finger of the same hand</li> <li>All four fingers of the same hand</li> <li>All toes of the same foot</li> </ul>	25% of the principal sum			

<sup>\*</sup>A covered person's loss must occur within 365 days of the date of the accident. "Member" means hand, foot or eye. "Loss of a hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of sight" means total, permanent and irrevocable loss by natural, surgical or artificial means. "Loss of speech" means total, permanent and irrevocable loss of audible communication. "Loss of hearing" means total and permanent loss of hearing in both ears which cannot be corrected by any means. "Loss of a thumb and index finger" means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

If more than one loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest will be paid.

#### **Additional Benefits**

VAD&D Insurance also pays additional benefits, including:

- Accidental Burn and Disfigurement Benefit If a covered person suffers a covered injury that
  leaves him/her disfigured, and that covered injury resulted directly and independently of all other
  causes from a covered accident, and the disfigurement satisfies the following conditions, then
  an accidental burn and disfigurement benefit will be paid.
  - reconstructive or cosmetic surgery is required to restore the employee's physical abilities or correct Disfigurement, and must be performed within twelve months of the covered accident;
  - 2. a Physician must determine that the burn satisfies all of the following:



Page 20 of 41 leidos.com

<sup>\*\*</sup> These injuries - or paralyses - mean the loss of use, without severance, of a limb. Such a loss must be determined by a doctor to be complete and not reversible.

- a. involves the minimum percentage shown below;
- b. be classified as shown below; and
- c. results in disfigurement or loss of physical abilities.
  - 75-100% Body Disfigurement 100% of the Principal Sum
  - 50-74% Body Disfigurement 50% of the Principal Sum
  - 25-49% Body Disfigurement 10% of the Principal Sum
  - Burn Classification Third Degree

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For purposes of this benefit: **Disfigurement or Disfigured** means spoiled or deformed appearance that can be corrected by means of reconstructive or cosmetic surgery.

- Bereavement/Trauma Counseling If a covered person suffers a covered loss, the plan will
  pay a benefit for bereavement and trauma counseling equal to \$150 per session for a maximum
  of 10 sessions. The covered person and/or his or her immediate family members are eligible.
- Brain Damage If a covered person becomes brain damaged within 30 days and as a result
  of a covered accident, the plan will pay 100% of the principal sum. The covered person must
  be hospitalized for treatment of the brain damage at least 7 of the first 30 days of the injury,
  and the brain damage must continue for at least 12 months.
  - If, after 12 months of continuous brain damage, a physician determines that the covered person is permanently and totally disabled due to the brain damage, benefits will be paid in a lump sum at the beginning of the 13th month following the original date of the injury.
- Carjacking Benefits If the covered person suffers a covered loss resulting directly and independently of all other causes from a covered accident that occurs during a carjacking of an automobile that the employee was operating, getting into or out of, or riding in as a passenger.
   A carjacking benefit of 10% multiplied by the percentage of the principal sum applicable to the covered loss will be paid, up to a maximum of \$25,000.
  - Verification of the carjacking must be made part of an official police report within 24 hours of the Carjacking, or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within 24 hours or as soon as reasonably possible.
- Child Care Center Benefit If a covered person dies as the result of a covered accident, the
  plan will pay child care center benefits for each covered dependent under age 13 equal to 10%
  of the employee's benefit amount, to a maximum of \$5,000 a year. The plan will pay benefits
  for five consecutive years, or until the child turns age 13, whichever happens first. To receive



benefits, the covered child must be enrolled in a child care center on the date of the covered person's death or enrolls within 365 days after the covered person's date of death.

If, at the time of the accident, coverage for a dependent child is in force but there is no dependent who qualifies, the plan will pay a benefit of \$1,500 to the covered person's beneficiary.

"Child care center" means a facility that is licensed; is operated according to law, including laws and regulations applicable to child care facilities; and provides care and supervision for children in a group setting on a regular daily basis. It does not include hospitals, the child's home or care provided during normal school hours while a child is attending grades one through twelve.

Common Accident Benefit — If a covered person and his or her covered spouse or registered
domestic partner die as a result of a common accident directly and independently of all other
causes from a common accident and are survived by one or more dependent children, the
spouse's or registered domestic partner's benefit amount will increase to 100% of the
employee's principal sum, to a maximum of \$500,000.

"Common accident" means the same or separate accidents occurring within the same 24-hour period.

Exposure and Disappearance Coverage - If a Covered Person suffers a Covered Loss which
results directly and independently of all other causes from unavoidable exposure to the
elements following a Covered Accident benefits for Accidental Death and Dismemberment will
be payable.

If a covered person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the covered person was riding in the course of a trip which would otherwise be covered, it will be presumed that the covered person's death resulted directly and independently of all other causes from a covered accident.

Felonious Assault and Violent Crime Benefit - If a covered person suffers a covered loss
resulting directly and independently of all other causes from a covered accident that occurs
during a violent crime or felonious assault as described below. A police report detailing the
felonious assault or violent crime must be provided before any benefits will be paid. The
covered accident must occur while the covered person is on the business or premises of the
Employer.



To qualify for benefit payment, the covered accident must occur during any of the following:

- actual or attempted robbery or holdup;
- 2. actual or attempted kidnapping;
- 3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

The insurance company will pay a hospital stay benefit, subject to the following conditions and exclusions, when the covered person suffers a covered loss resulting directly and independently of all other causes from a covered accident that occurs during a violent crime or felonious assault if all of the following conditions are met:

- 1. the covered person is covered for hospital stay benefits under this Policy;
- 2. the hospital stay begins within 30 days of the violent crime/felonious assault;
- 3. the hospital stay is at the direction and under the care of a Physician;
- 4. the covered person provides proof satisfactory to New York Life Group Benefit Solutions that his/her hospital stay was necessitated to treat covered injuries sustained in a covered accident caused solely by a violent crime or felonious assault;
- 5. the Hospital Stay begins while the covered person's insurance is in effect.

A felonious assault/violent crime benefit of 10% multiplied by the percentage of the principal sum applicable to the covered loss will be paid, up to a maximum of \$25,000 as well as a hospital stay benefit of \$100 per day to a maximum benefit period of 365 days per hospital stay, per covered accident.

- Home Alterations and Vehicle Modifications If a covered person suffers a covered loss, other than a loss of life, due to an accident, the plan will pay a benefit equal to 10% of the principal sum, to a maximum of \$10,000, for home alterations and vehicle modifications to accommodate the covered person's injury.
- Increased Dependent Child Dismemberment Benefits If a covered person's covered
  child suffers a covered accidental injury, the plan will pay double the benefit amount, to a
  maximum of \$100,000. If the child subsequently dies within 365 days of the same covered
  accident, the loss of life benefit will not be reduced by the dismemberment benefit received
  under the increased dependent dismemberment benefit.

If a covered child sustains more than one covered loss from a single covered accident, the plan will pay double the benefit amount only for the largest amount to which the child is entitled.



- Insurance Continuation Expense Benefit The insurance provider will pay 3% of the
  Employee's Principal Sum, up to a \$3,000 Maximum Benefit per year for up to a Maximum
  Benefit Period of 3 years, if a surviving covered Spouse or Registered Domestic Partner or a
  surviving covered Dependent Child elects to continue group medical and dental insurance
  provided by the Employer of an Employee who died, subject to all of the following conditions
  and exclusions:
  - the covered Employee's death results directly and independently of all other causes from a Covered Accident;
  - 2. the covered Employee is survived by a covered Spouse or covered Dependent Child who were insured under this Policy on the date the Employee died;
  - 3. the covered Spouse or covered Dependent Child is also covered under a medical or dental plan sponsored by the Employer at the time of the covered Employee's death;
  - 4. the covered Spouse or covered Dependent Child notifies Us of his or her election, within 60 days of the covered Employee's death, to continue his or her ting coverage under group insurance plans sponsored by the Subscriber as permitted by state or federal continuation law.

This benefit, payable annually, equals premiums required to continue insurance described above, as long as the total of Insurance Continuation Benefits paid for a surviving Spouse or Registered Domestic Partner and/or Dependent Child does not exceed the Maximum Benefit. The benefit will be paid at the end of each year during which medical and dental insurance is continued, if this insurance provider receives a request for reimbursement and proof of premiums paid during that year. Benefits will continue to be paid until the earliest of the following dates:

- the date a surviving Spouse or Registered Domestic Partner and/or surviving Dependent Child is no longer eligible to continue medical and dental insurance coverage;
- 2. the date Insurance Continuation Expense Benefits paid total the Maximum Benefit; and
- 3. the end of the Maximum Benefit Period.

Benefits are payable to the surviving covered Spouse or Registered Domestic Partner, or the person who actually paid the premium on the surviving covered Spouse's or Registered Domestic Partner's or Dependent Child's behalf, if other than the surviving covered Spouse or Registered Domestic Partner.

• Monthly Coma Benefit — If a covered person is in a coma for at least 31 consecutive days as a result of an accident, a monthly coma benefit of 1% of the principal sum will be paid. This



benefit will be paid until the covered person's recovery, the 11th month of payment, or the covered person's death, whichever is earliest.

If the covered person dies while in a coma or remains comatose after 11 months of benefit payments, the plan will pay a lump sum to the covered person's beneficiary equal to the principal sum.

- Owned Aircraft Coverage If the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by Leidos, Inc. or any of its subsidiaries or affiliates benefits will be payable.
- Pilot Coverage If a covered person suffers a covered loss resulting directly and
  independently of all other causes from a covered accident that occurs while the covered person
  is flying as a licensed pilot or member of the crew of an aircraft the accidental death and
  dismemberment benefit will be payable if the covered person meets all of the following
  requirements:
  - has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by New York Life Group Benefit Solutions;
  - 2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by New York Life Group Benefit Solutions;
  - 3. completes and maintains a combined minimum of 200 hours of military, private or professional logged flight hours;
  - 4. is flying as a pilot or member of the crew of an Aircraft for which he is qualified and is on a list of eligible Aircraft maintained by the Subscriber, including a substitute Aircraft with no greater seating capacity while a listed Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction; or
  - 5. is flying as a pilot or member of the crew of an Aircraft that is not owned, leased, operated or controlled by the Policyholder, Subscriber.
  - 6. is not giving or receiving flight instruction, or
- Rehabilitation If a covered person suffers a covered loss due to an accident, the plan will
  pay a benefit equal to 20% of the principal sum, to a maximum of \$10,000, for covered
  rehabilitative expenses. Rehabilitative expenses must be incurred within two years of the
  covered accident.
- Seat Belt(s) and Airbag Benefit If a covered person dies as a direct result of injuries sustained in a covered accident while driving or riding in an automobile and he or she was



wearing a seat belt, New York Life Group Benefit Solutions will pay a seat belt benefit to the designated beneficiary. The benefit will be at least \$1,000, to a maximum of 25% of the covered person's benefit or \$25,000, whichever is less. A covered person's beneficiary will receive the seat belt benefit if:

- o the automobile the covered person was driving/riding in was equipped with seat belt;
- The seat belt(s) was in actual use and properly fastened at the time of the covered accident; and;
- The position of the seat belt(s) was certified in the official report of the covered accident or by the investigating officer. A copy of the police accident report must be submitted with the claim. If certification is not available but it is clear that the covered person was properly wearing a seat belt, New York Life Group Benefit Solutions will pay the additional benefit. If, however, certification is not available and it is not certain that the covered person was wearing a seat belt, then the benefit will be fixed at \$1,000.

In the case of a child, "seat belt" means a child restraint — as required by state law and approved by the National Highway Traffic Safety Administration — that is properly secured at the time of the accident and is being used as recommended by its manufacturer for children of like age and weight.

Additionally, the insurance provider will pay an additional 10% of the covered person's benefit, to a maximum of \$12,500, if a seat belt benefit is payable to him or her, and he or she was positioned in a seat that was protected by a properly functioning, original, factory-installed supplemental restraint system (airbag) that inflates on impact.

Verification of the proper inflation of the supplemental restraint system at the time of impact must be part of the official accident report or be certified, in writing, by the investigating officers.

"Automobile" means a self-propelled, private passenger motor vehicle with four or more wheels that is of a type both designed and required to be licensed for use on the highway of any state or country. Automobiles include but are not limited to sedans, station wagons, sport utility vehicles, Jeep, pickups, vans, campers or motor homes. Automobiles do not include mobile homes or motor vehicles used for mass or public transportation.

No benefit will be paid if the accident causing the covered person's death occurred as a result of participation in a race, or a speed or endurance test.

• **Secure Travel** - New York Life Group Benefit Solutions Secure Travel is a comprehensive worldwide travel assistance program including pre-trip planning, assistance while traveling and



emergency assistance. All of the program services are available when the covered person is traveling 100 miles or more from home. Services for medically necessary transport, return of dependent children, return of a traveling companion, visit of a family member/friend and repatriation of remains are covered by the program. Expenses for local ambulance or medical care are not covered under the program.

- Special Education Benefit If a covered person elects family coverage, VAD&D
   Insurance will pay an additional benefit for education assistance, as follows:
  - For a covered spouse or registered domestic partner: The plan will pay an additional 10% of the employee's principal sum, to a maximum of \$10,000, for up to three years when the spouse or registered domestic partner enrolls in any accredited school within one year of the employee's death. Enrolling in school must be for the purpose of retraining or refreshing skills needed for employment. The spouse or registered domestic partner must incur expenses that must be paid directly to, or approved and certified by, the same school.
  - For covered dependent children: The plan will pay an additional 10% of the employee's principal sum, to a maximum of \$10,000, for up to four consecutive years when the child enrolls as a full-time student before age 26. The school must be a college, university, or other institute of higher education. The expenses of higher education should be related to tuition, fees, books, room and board, and transportation, and must be paid directly to, or approved and certified by, the same school.

If the employee does not have a qualifying dependent for the Education and Training Benefit, \$1,000 will be paid to the employee's beneficiary.

 Terrorism Benefits — If a covered person suffers a covered loss caused directly and independently of all other causes while the victim of a Terrorist Act the amount payable is the Principal Sum multiplied by the percentage applicable to the covered loss.

"Act of terrorism" refers to a hostile or violent act carried out by a group of persons having political, military or territorial goals, but who are not operating on behalf of a sovereign state. Their purpose is to compel an act or omission by any other person or any government entity.



#### **Limitations and Exclusions**

VAD&D Insurance will not pay benefits if a loss results, directly or indirectly, from or is caused by:

- 1. Intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
- 2. Commission or attempt to commit a felony or an assault;
- 3. Commission of or active participation in a riot or insurrection;
- 4. Declared or undeclared war or act of war;
- 5. Flight in, boarding or alighting from an aircraft or any craft designed to fly above the earth's surface as follows:
  - a. being flown by the covered person or in which the covered person is a member of the crew;
  - b. being used for crop dusting, spraying or seeding, giving and receiving flying instruction, fire-fighting, sky writing, sky diving or hang-gliding, racing, stunt or acrobatic flying; or
  - c. an ultra-light or glider;
  - d. designed for flight above or beyond the earth's atmosphere;
- 6. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 7. Travel in any aircraft owned, leased or controlled by Leidos, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by Leidos if the Aircraft may be used as Leidos wishes for more than 10 straight days, or more than 15 days in any year;
- 8. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- A covered accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
- 10. Operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the covered accident occurred.



# **Business Travel Accident Insurance**

Business Travel Accident Insurance provides additional coverage for eligible employees traveling on Leidos-related business. Any benefits paid are in addition to <a href="Basic Term Life Insurance">Basic Term Life Insurance</a> and <a href="Basic AD&D">Basic AD&D</a> Insurance benefits.

# **How Business Travel Accident Insurance Works**

Employees automatically receive coverage equal to three times their annual compensation, to a maximum of \$500,000. This is known as the "principal sum."

Leidos pays the full cost of coverage.

**Important:** "Annual compensation" means an employee's annual wage or salary as reported by his or her employer for the worked performed as of the date of loss. It does not include earnings received as bonuses, overtime pay and other extra compensation. **Commissions** will be averaged for the 12 months just prior to the date the covered loss occurs, or the months employed, if less than 12 months.

# **Employees Ages 70+**

When an employee attains age 70, the BTA Insurance benefit amount, or principal sum, will be reduced by 35%.

## Schedule of Benefits

In the event of an employee's death while traveling on <u>Leidos-related business</u>, benefits will be paid to the designated beneficiary. If an employee accidentally suffers dismemberment, the benefits will be paid directly to the employee. The chart below shows the benefit payments under the Business Travel Accident Insurance plan:

Schedule of Benefits				
Business Travel Accident Insurance				
FOR THE LOSS OF:*	THE EMPLOYEE WILL RECEIVE:			
<ul> <li>Life</li> <li>Two or more members</li> <li>One hand or one foot and sight in one eye</li> <li>Both upper and lower limbs (quadriplegia)**</li> <li>Speech and hearing in both ears</li> </ul>	100% of the principal sum			



Page 29 of 41 leidos.com

Schedule of Benefits				
Business Travel Accident Insurance				
FOR THE LOSS OF:*	THE EMPLOYEE WILL RECEIVE:			
<ul> <li>One member</li> <li>Both lower limbs (paraplegia)**</li> <li>Upper and lower limbs on one side of the body (hemiplegia)**</li> <li>Speech</li> <li>Hearing in both ears</li> </ul>	50% of the principal sum			
<ul> <li>Thumb and index finger of the same hand</li> <li>All four fingers of the same hand</li> <li>All toes of the same foot</li> </ul>	25% of the principal sum			

<sup>\*</sup>An employee's loss must occur within 365 days of the date of the accident. "Member" means hand, foot or eye. "Loss of a hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of sight" means total, permanent and irrevocable loss by natural, surgical or artificial means. "Loss of speech" means total, permanent and irrevocable loss of audible communication. "Loss of hearing" means total and permanent loss of hearing in both ears which cannot be corrected by any means. "Loss of a thumb and index finger" means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

If more than one loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest will be paid.

# **Defining Leidos-Related Travel**

"Leidos-related travel" means that the employee is traveling on a required business trip away from where he or she is permanently assigned to work. Coverage will begin from the start of a planned trip. The employee may leave from his or her place of work, home or another location. Coverage ends upon the employee's return to his or her place of work or home, whichever occurs first. These benefits are subject to the conditions, limitations and exclusions of the policy.

Business-related travel does not include any commuting travel or time the employee is regularly commuting directly from his or her place of work to home, or vice versa.

#### Additional Benefits

Business Travel Accident Insurance also pays additional benefits, including:

• Accidental Burn and Disfigurement Benefit - If a covered person suffers a covered injury that leaves him/her disfigured, and that covered injury resulted directly and independently of all



<sup>\*\*</sup>These injuries — or paralyses — mean the loss of use, without severance, of a limb. Such a loss must be determined by a doctor to be complete and not reversible.

other causes from a covered accident, and the disfigurement satisfies the following conditions, then an accidental burn and disfigurement benefit will be paid.

- reconstructive or cosmetic surgery is required to restore the employee's physical abilities or correct Disfigurement, and must be performed within twelve months of the covered accident;
- 2. a Physician must determine that the burn satisfies all of the following:
  - a. involves the minimum percentage shown below;
  - b. be classified as shown below; and
  - c. results in disfigurement or loss of physical abilities.
    - 75-100% Body Disfigurement 100% of the Principal Sum
    - 50-74% Body Disfigurement 50% of the Principal Sum
    - 25-49% Body Disfigurement 10% of the Principal Sum
    - Burn Classification Third Degree

For purposes of this benefit: **Disfigurement or Disfigured** means spoiled or deformed appearance that can be corrected by means of reconstructive or cosmetic surgery.

Brain Damage — If a covered person becomes brain damaged within 30 days and as a result
of a covered accident, the plan will pay 100% of the principal sum. The covered person must be
hospitalized for treatment of the brain damage at least 7 of the first 30 days of the injury, and
the brain damage must continue for at least 12 months.

If, after 12 months of continuous brain damage, a physician determines that the covered person is permanently and totally disabled due to the brain damage, benefits will be paid in a lump sum at the beginning of the 13th month following the original date of the injury.

Carjacking Benefit – If the covered employee suffers a covered loss resulting directly and independently of all other causes from a covered accident that occurs during a carjacking of an automobile that the employee was operating, getting into or out of, or riding in as a passenger. A carjacking benefit of 10% multiplied by the percentage of the principal sum applicable to the covered loss will be paid, up to a maximum of \$25,000.

Verification of the Carjacking must be made part of an official police report within 24 hours of the Carjacking, or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within 24 hours or as soon as reasonably possible.

• Exposure and Disappearance Coverage - If a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the



elements following a Covered Accident benefits for Accidental Death and Dismemberment will be payable.

If a covered person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the covered person was riding in the course of a trip which would otherwise be covered, it will be presumed that the covered person's death resulted directly and independently of all other causes from a covered accident.

Felonious Assault and Violent Crime Benefit – If a covered employee suffers a covered loss resulting directly and independently of all other causes from a covered accident that occurs during a violent crime or felonious assault as described below. A police report detailing the felonious assault or violent crime must be provided before any benefits will be paid. The covered accident must occur while the covered employee is on the business or premises of the Employer.

To qualify for benefit payment, the covered accident must occur during any of the following:

- 1. actual or attempted robbery or holdup;
- 2. actual or attempted kidnapping;
- 3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

The insurance company will pay a hospital stay benefit, subject to the following conditions and exclusions, when the covered employee suffers a covered loss resulting directly and independently of all other causes from a covered accident that occurs during a violent crime or felonious assault if all of the following conditions are met:

- 1. the covered employee is covered for hospital stay benefits under this Policy;
- 2. the hospital stay begins within 30 days of the violent crime/felonious assault;
- 3. the hospital stay is at the direction and under the care of a Physician;
- 4. the covered employee provides proof satisfactory to New York Life Group Benefit Solutions that his/her hospital stay was necessitated to treat covered injuries sustained in a covered accident caused solely by a violent crime or felonious assault;
- 5. the Hospital Stay begins while the covered employee's insurance is in effect.

A felonious assault/violent crime benefit of 10% multiplied by the percentage of the principal sum applicable to the covered loss will be paid, up to a maximum of \$25,000 as well as a hospital stay benefit of \$100 per day to a maximum benefit period of 365 days per hospital stay, per covered accident.



- Home Alterations and Vehicle Modifications If a covered person suffers a covered loss, other than a loss of life, due to an accident, the plan will pay a benefit equal to 10% of the principal sum, to a maximum of \$10,000, for home alterations and vehicle modifications to accommodate the participant's injury.
- Monthly Coma Benefit If an employee is in a coma for at least 31 consecutive days as a
  result of an accident, a monthly coma benefit of 1% of the principal sum will be paid. This
  benefit will be paid until the employee's recovery, the 11th month of payment, or the employee's
  death, whichever is earliest.

If the employee dies while in a coma or remains comatose after 11 months of benefit payments, the plan will pay a lump sum to the employee's beneficiary equal to the principal sum.

- Owned Aircraft Coverage If the Covered Person suffers a Covered Loss that results directly
  and independently of all other causes from a Covered Accident that occurs during travel or flight
  in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by
  Leidos, Inc. or any of its subsidiaries or affiliates benefits will be payable.
- Personal Deviation If an employee suffers a loss of life or dismemberment due to an
  accident while outside the employee's city of permanent assignment which occurs seven days
  before or seven days after a scheduled business trip, and such loss occurs within 365 days of
  the covered accident, benefits are payable. For more information about these benefits and any
  provisions, refer to the plan's certificate of coverage.
- Pilot Coverage If a covered person suffers a covered loss resulting directly and
  independently of all other causes from a covered accident that occurs while the covered person
  is flying as a licensed pilot or member of the crew of an aircraft the accidental death and
  dismemberment benefit will be payable if the covered person meets the following requirements:
  - has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by New York Life Group Benefit Solutions;
  - 2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by New York Life Group Benefit Solutions;
  - 3. is flying as a pilot or member of the crew of an Aircraft travelling on or transacting business for the Policyholder. All trips must have been authorized in advance by the Policyholder;
  - 4. is flying as a pilot or member of the crew of an Aircraft on a list of eligible Aircraft maintained by the Policyholder;

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5. is not giving or receiving flight instruction.



- Rehabilitation If a covered person suffers a covered loss due to an accident, the plan will
  pay a benefit equal to 10% of the principal sum, to a maximum of \$10,000, for covered
  rehabilitative expenses. Rehabilitative expenses must be incurred within two years of the
  covered accident.
- Seat Belt(s) and Airbag Benefit If an employee dies as a direct result of injuries sustained
  in a covered accident while driving or riding in an automobile and he or she was wearing a seat
  belt, New York Life Group Benefit Solutions will pay a seat belt benefit to the designated
  beneficiary.

The benefit will be at least \$1,000, to a maximum of 25% of the covered person's benefit or \$25,000, whichever is less. An employee's beneficiary will receive the seat belt benefit if:

- a. The automobile the employee was driving/riding in was equipped with seat belts;
- b. The seat belt(s) was in actual use and properly fastened at the time of the covered accident: and
- c. The position of the seat belt(s) was certified in the official report of the covered accident or by the investigating officer. A copy of the police accident report must be submitted with the claim. If certification is not available but it is clear that the employee was properly wearing a seat belt, New York Life Group Benefit Solutions will pay the additional benefit. If, however, certification is not available and it is not certain that the employee was wearing a seat belt, then the benefit will be fixed at \$1,000.

Additionally, New York Life Group Benefit Solutions will pay an additional 10% of the employee's benefit, to a maximum of \$12,500, if a seat belt benefit is payable to him or her, and he or she was positioned in a seat that was protected by a properly functioning, original, factory-installed supplemental restraint system (airbag) that inflates on impact.

Verification of the proper inflation of the supplemental restraint system at the time of impact must be part of the official accident report or be certified, in writing, by the investigating officers.

"Automobile" means a self-propelled, private passenger motor vehicle with four or more wheels that is of a type both designed and required to be licensed for use on the highway of any state or country. Automobiles include but are not limited to sedans, station wagons, sport utility vehicles, Jeeps, pickups, vans, campers or motor homes. Automobiles do not include mobile homes or motor vehicles used for mass or public transportation.

No benefit will be paid if the accident causing the employee's death occurred as a result of participation in a race, or a speed or endurance test.



- Secure Travel —New York Life Group Benefit Solutions Secure Travel is a comprehensive worldwide travel assistance program including pre-trip planning, assistance while traveling and emergency assistance. All of the program services are available when the covered person is traveling 100 miles or more from home. Services for medically necessary transport, return of dependent children, return of a traveling companion, visit of a family member/friend and repatriation of remains are covered by the program. Expenses for local ambulance or medical care are not covered under the program.
- War Risk Benefits If an employee suffers a loss of life or dismemberment due to war or an
  act of war, whether declared or undeclared, and such loss occurs within 365 days of the
  covered accident, benefits are payable. For more information about these benefits and any
  provisions, refer to the plan's certificate of coverage.

War risk coverage does not apply if the loss occurs in the United States or in any nation in which the covered employee is a citizen.

### **Limitations and Exclusions**

Business Travel Accident Insurance will not pay benefits resulting from:

- 1. Intentionally self-inflicted Injury, suicide or any attempt while sane or insane;
- 2. Commission or attempt to commit a felony or an assault;
- 3. Commission of or active participation in a riot or insurrection;
- 4. Declared or undeclared war or act of war;
- 5. Flight in, boarding or alighting from an aircraft or any craft designed to fly above the earth's surface as follows:
  - a. being flown by the covered person or in which the covered person is a member of the crew:
  - b. being used for crop dusting, spraying or seeding, giving and receiving flying instruction, fire-fighting, sky writing, sky diving or hang-gliding, racing, stunt or acrobatic flying; or
  - c. an ultra-light or glider;
  - d. designed for flight above or beyond the earth's atmosphere;
- Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 7. Travel in any aircraft owned, leased or controlled by Leidos, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by Leidos if the Aircraft may be used as Leidos wishes for more than 10 straight days, or more than 15 days in any year;



- 8. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- A covered accident that occurs while engaged in the activities of active duty service in the
  military, navy or air force of any country or international organization. Covered accidents that
  occur while engaged in Reserve or National Guard training are not excluded until training
  extends beyond 31 days;
- 10. Operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the covered accident occurred.

Only one amount, the largest to which the employee is entitled, will be payable for all losses resulting from one covered accident.

The total amount the plan will pay as the result of any one accident is \$20 million. If multiple employees are involved in a single accident and their claims for benefits total more than \$20 million, the employee's benefit will be determined using the following formula: \$20 million divided by the total amount claimed by all employees. The result of applying this formula will be a percentage, and the employee's benefit will be this percentage of the amount he or she originally claimed.

# Naming a Beneficiary for Life and Accident Insurance

An employee can name any person or persons\* as beneficiary(ies) for his or her Basic Term Life Insurance, Group Universal Life (GUL) Insurance, Basic AD&D Insurance, Voluntary AD&D Insurance and Business Travel Accident (BTA) Insurance by accessing the Leidos Human Resources System, Workday. If the employee wishes to name a minor (under age 18 in most states) or a trust as beneficiary, the employee should obtain legal advice, since special rules may apply.

The beneficiary the employee designates for these coverages may be different for each plan Leidos offers. The employee may change his or her beneficiary(ies) at any time via Workday.

If you fail to designate your beneficiaries with Leidos, your benefits will be paid based on the preferential beneficiary designation clause at the time of a claim. This means that any amount of insurance for which there is no beneficiary at your death will be payable to the first of the following:

- Your surviving spouse
- Your surviving child(ren), in equal shares or if none
- Your surviving parents, in equal shares or if none



- Your surviving siblings, in equal shares or if none
- Your estate

The employee is automatically the beneficiary for any covered dependents.

\*Community Property Laws – If you are married and reside in a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin) and name someone other than your spouse as beneficiary, it is possible that payment of benefits may be delayed or disputed unless your spouse also signs the beneficiary designation.

# **Continuing Life and Accident Insurance After Coverage Ends**

When an employee leaves Leidos or transfers to an ineligible class, he or she may be able to continue his or her life and AD&D coverage through individual policies.

## **Basic Term Life Insurance**

An employee may port or convert his or her Basic Term Life Insurance coverage to an individual life insurance policy issued by Prudential Insurance Company of America\*. The employee must make this election within 31 days of losing coverage under the Leidos group plan. No medical examination or other EOI will be required for conversion. However, EOI is required for portability. The employee pays the cost of coverage directly to the insurer.

\*Portability is not available if coverage ends due to retirement or disability or for Basic Dependent Life coverage.

# **Group Universal Life (GUL) Insurance**

An employee may continue his or her GUL coverage by making an election within 31 days after his or her last day of employment with Leidos. No medical examination or other EOI is required for continuation of GUL.

# **Optional Dependent Life Insurance**

An employee may port or convert his or her spouse's or registered domestic partner's coverage, as well as any child life coverage, to individual policies. An employee must port his or her life insurance in order for any dependents to be eligible to port. The exceptions to this rule are death of employee or divorce.



In the event of the employee's death, both the spouse life and child life can be ported. In the event of divorce, the spouse life can be ported.

Spouses or Registered domestic partners may continue Spouse Life coverage up to the amount he or she was eligible for prior to losing coverage.

In addition, a dependent age 26 years or older who loses eligibility for Child Life Insurance may continue all or a portion of his or her coverage. He or she must submit an application within 31 days of losing coverage under the Leidos group plan.

To continue Dependent Life Insurance, you must complete an application and apply within 31 days of your coverage termination. To obtain an application, please contact Prudential at 1-800-778-3827. Please provide the contract number 52844 when calling. If you are using a telecommunications device for the hearing impaired (TDD), please call 1–800-496-1214. Representatives are available to assist you Monday through Friday between 8:00 a.m. and 8:00 p.m.

Separate certificates of insurance will be issued for an employee's spouse or registered domestic partner and/or dependents. The employee and/ or dependent pay the full cost of any continued coverage directly to The Prudential Insurance Company of America.

#### Basic AD&D Insurance and VAD&D Insurance

If an employee is age 69 or younger, his or her Basic AD&D Insurance and VAD&D Insurance, as well as the policies covering the employee's dependents, can be converted to an individual policy through New York Life Group Benefit Solutions. The employee pays the full cost of coverage directly to New York Life Group Benefit Solutions.

# Life and Accident Insurance Continuation, Portability, and/or Conversion

The information on this page will help you determine which life insurance plans you can continue (port) and which ones are eligible for conversion only. On the <u>matrix</u> below select the scenario that most closely describes your situation and read the options that are available to you.

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#### **Continuation/Conversion Matrix**

Life and Accident Insurance Continuation/Conversion Matrix					
Reason Coverage Ends	Group Term Life	Group Universal Life	Optional Dependent Life	Basic AD&D	Voluntary AD&D
	Portability*	Continuation**	Portability	Conversion	Conversion
Employee Terminates Employment	Yes, to age 80^	Yes, to age 100	Yes, to age 80	Yes, to age 70	Yes, to age 70
Employee loses eligibility and is no longer in an eligible class under the group policy	Yes, to age 80^	Yes, to age 100	Yes, to age 80	Yes, to age 70	Yes, to age 70
Spouse no longer eligible due to divorce/legal separation	N/A	N/A	Yes, to age 80	N/A	N/A
Spouse loses coverage due to employee reaching age 70	N/A	N/A	N/A	N/A	Yes, to age 70
Child loses coverage due to ineligibility (No longer a dependent child of the employee)	No	N/A	Yes, able to convert policy	N/A	Yes
Employee loses a portion of coverage and still in an eligible class under the group policy due to: • Reduction in hours	No	No	No	No	No
<ul> <li>Age Reduction Schedule (35% at age 70)</li> </ul>	No	No	No	No	No

<sup>\*</sup> If you are losing coverage due to retirement or disability, you will be offered the option to convert your basic life coverage.

# Important Information for Basic and Dependent Life Insurance Portability

- 1. The cost to port the life insurance products is based on the insurance company's standard group rates and will differ from the rate employees currently pay.
- 2. An insured will remit premiums directly to The Prudential Insurance Company of America.
- 3. Ported insurance is a group term policy issued by The Prudential Insurance Company of America.
- 4. Age Restrictions: Ported life insurance terminates at the age of 80.



<sup>^</sup> Coverage is limited to age 80

<sup>\*\*</sup> Conversion option is also available for GUL plan. For more information, contact Prudential at 1-877-889-2070

- 5. Portability application must be submitted in writing within 31 days of the date coverage ends.
  - a. Employee portion of application should be completed and submitted to the address indicated on the form by the individual seeking coverage.
  - b. The insurance company will contact Leidos for the employer data.
  - c. The insurance company will issue new policy(ies), which becomes effective 31 days after active coverage ends.
  - d. EOI is not required if life insurance is continued within the specified time period.

# **Important Information for Group Universal Life Insurance Continuation**

- The cost to continue the GUL insurance for retirees and employees on a leave of absence is
  the same as active employee rates. For terminated employees, the cost is based on the
  insurance company's standard group rates and will differ from the rate employees currently
  pay.
- 2. An insured will remit premiums directly to Mercer Health & Benefits Administration, LLC.
- 3. Continued insurance is a whole life policy issued by The Prudential Insurance Company of America.
- 4. Continued GUL insurance terminates at the age of 100.
- 5. An application for Continuation must be submitted in writing within 31 days of the date coverage ends.
  - a. The Continuation portion of application should be completed and submitted to the address indicated on the form by the individual seeking coverage.
  - b. Mercer Health & Benefits Administration LLC will obtain the employer data from Leidos.
  - c. The insurance company will issue new policy(ies), which becomes effective 31 days after active coverage ends.
  - d. EOI is not required if life insurance is continued within the specified time period.

## **Important Information for Accident Insurance Conversion**

An employee can convert group accident insurance to an individual policy without medical certification for themselves and their eligible family members. To convert a policy, an employee must be under age 70 and apply for conversion within that later of 62 days of the group insurance coverage end date or 31 days of the date of the conversion notification. In no event will an application be accepted beyond 105 days of the group insurance coverage end date. The converted policy will be effective on the day following the date coverage ended under the group insurance policy or the date of the application, if later. The converted policy terminates at age 70.



#### **Conversion/Continuation Forms**

#### • Group Term Life Conversion Form

This form should be completed if an employee would like to convert all or a portion of the terminating coverage to an individual policy (subject to conversion amount limitations).

## Group Term Life Portability Form

This form should be completed if an employee would like to convert all or a portion of the terminating coverage to an individual policy (subject to conversion amount limitations).

# Accidental Death and Dismemberment (AD&D) Conversion Form

This form should be completed if employee would like to convert all or a portion of the terminating coverage to an individual policy (subject to conversion amount limitations).

# **Filing Claims**

If an employee or a covered dependent dies or is seriously injured, the appropriate insurance company should be notified immediately.

Submit Basic Term Life, Dependent Life and GUL Insurance claims to:

#### The Prudential Insurance Company of America

P.O. Box 8517 Philadelphia, PA 19176 1-888-257-0412 (phone) 1-888-227-6764 (fax)

Submit AD&D claims to:

#### **New York Life Group Benefit Solutions**

Life Claims
P.O. Box 223268
Pittsburg, PA 15222-0328
1-800-238-2125 (phone)
1-412-402-3506 (fax)

After receiving notification, the insurer will process the claim for payment of benefits. All claims for benefits must be made by filing a properly completed form. If the claim is for a death benefit, a death certificate must be furnished along with the claim form.

If a covered person has concerns about how a claim has been administered or wishes to appeal a claims decision, information on relevant procedures is available in the <u>Claims Appeal and Review</u> Procedures Under ERISA in the Plan Information section.



# **Leidos Benefits Summary Plan Description**

# Disability Plans

The Leidos Disability Program is designed to provide income in the event a participant becomes ill or disabled and is unable to work for an extended period of time. There are two components of the Disability Program:

- Short-Term Disability (STD)
- Long-Term Disability (LTD)

**Important:** This document provides only a summary of general plan provisions. Separate Plan Documents and Insurance Certificates are available from the Plan Administrators, which serve as the legal documents that govern these plans.

# **Short-Term Disability (STD)**

If a participant is sick or injured and unable to work, he may receive benefits through Short-Term Disability (STD). Visit the How Short-Term Disability Works (STD) section to learn more.

- Disability Sick Leave(DSL)
- Voluntary Short-Term Disability Insurance (VSDI)
- Leidos California Voluntary Disability Plan (Leidos CA VDP)
- Other State-Mandated Short-Term Disability Plans and Medical Leave Programs:
  - California State Disability Insurance (CA SDI)\*
  - Hawaii Temporary Disability Insurance (HI TDI)
  - Massachusetts Paid Family and Medical Leave (MA PFML)
  - New Jersey Temporary Disability Insurance (NJ TDI)
  - New York Disability Benefit Law (NY DBL)
  - Puerto Rico Temporary Disability Insurance
  - Rhode Island State Temporary Disability Insurance (RI TDI)
  - Washington State Paid Family and Medical Leave (WA PFML)
  - Washington, DC Universal Paid Family Leave (DC PFL)

STD benefits may be paid for up to 180 days of continuous disability. The benefit that is paid is determined by the length of the disability, the participant's elected disability coverage and any state disability benefits.

<sup>\*</sup> All Leidos, Inc. employees living in California are automatically covered by the Leidos California Voluntary Disability Plan (Leidos CA VDP). Employees working at Varec, Leidos Security Detection and Automation, and Leidos Engineering are covered by the State of California SDI program. If you are unsure which plan you participate in, contact Employee Services at 855-553-4367, option 3 or email <a href="mailto:AskHR@leidos.com">AskHR@leidos.com</a>.

Below are some important terms used in describing how a participant is eligible to receive benefits through the disability plans:

- Active Pay Status Employee receives pay for a normal scheduled day of work, including regular pay, comprehensive leave, bereavement, or jury duty benefits. Active pay status does not include employees who are on leave of absence, on whole-week voluntary or involuntary LWOP, or receiving disability benefits (DSL, CA VDP, VSDI, or LTD).
- Claims Administrator The organization that is accountable for receiving the participant's application, determining which benefits are payable and ensuring that payments are made:
  - o For DSL, VSDI and Leidos CAVDP, Sedgwick administers the plans.
  - Forthe Hawaii state disability plan, Life Insurance Company of North America (LINA), a New York Life company, administers the plan.
- For the New Jersey, Massachusetts, New York, Rhode Island, Hawaii, Washington State, Puerto Rico and Washington, DC state disability and medical leave programs, the respective states administer the plans.
- Hospital Confinement any 24-hour period of time, or any part thereof, for which a claimant is
  properly charged a full day's rate for room and board as a registered bed patient in a hospital, or
  in a nursing home as defined in Section 1395X of Title 42 of the United States Code. This
  includes hospital admission under inpatient status or observation status. Emergency Room Visit
  and Outpatient Surgery are excluded.
- Physician Includes physicians and surgeons holding an M.D. or D.O. degree, physician's assistants (PA's), nurse practitioner's (NP's), psychologists, optometrists, dentists, podiatrists, and chiropractic practitioners licensed by state law and acting within the scope of their practice as defined by state law. For disability related to normal pregnancy or childbirth, medical certification may be provided by a midwife or nurse practitioner.
- Psychologist a licensed psychologist with a doctoral degree in psychology, or a doctoral
  degree deemed equivalent for licensure by the Board of Psychology pursuant to Section 2914 of
  the Business and Professions Code, and who either has at least two (2) years of clinical experience in
  a recognized health setting or has met the standards of the National Register of the Health Service
  Providers in Psychology.
- Qualified Disability A disability that has been certified by a physician or other health care provider, based on objective medical evidence, and subsequently reviewed and approved by the claims administrator. Each plan may have different definitions as towhat types of conditions are disabling (for example, some state plans differ from the private insurance plans). Keep in mind that not all disabilities will be approved.



In general, under most short-term disability plans, a participant is considered disabled when the participant:

- Is physically or mentally ill, or is injured and the condition prevents him or her from performing his or her regular work;
- o Is under the regular and continuous care of a physician or other health care provider; and
- o Is not performing work for any other employer, including self-employment.

Regardless of the plan, the participant maybe required to provide objective medical evidence to qualify for benefits. The claims administrator will determine the types of medical documentation needed and how frequently the documentation must be updated.

Recurring Disability—Recurring Disability shall mean two or more intervals of disability, due to the
same cause or condition, separated by less than 31 days of continuous active work with the
Company, shall be considered the same disability. Anew waiting period will not be required. The
period of time worked will count against the total leave duration approved in the initial claim. For
purposes of calculating the claimant's amount of benefits under the Plan, regular wages as of the
date of the original onset of disability shall be used.

## Regular Wages

- With respect to Regular, Full-time Employees, regular wages shall mean the scheduled base salary amount of compensation prior to any voluntary salary reduction, excluding overtime, shift differential pay, bonuses, commissions, stock transactions, expense reimbursements and moving expenses in effect during the last completed payroll period immediately prior to the date of commencement of the employee's disability.
- With respect to all Part-time Employees, regular wages shall mean the average weekly compensation paid by the Company excluding overtime, shift differential pay, bonuses, commissions, and stock transactions during the previously completed 12-weekperiod prior to the date of commencement of the employee's disability.

**Important:** This document provides only a summary of general plan provisions. Separate documents are available from the plan administrators, which serve as the legal documents that govern these plans.



# Overview of the Short-Term Disability (STD) Plans

Leidos' Short-Term Disability (STD) Program is made up of four components:

- **Disability SickLeave (**DSL) hours, which are provided by Leidos at no cost to eligible employees;
- Voluntary Short-Term Disability Insurance (VSDI), which is elected and paid for by the
  participant;
- Leidos California Voluntary Disability Plan (Leidos CAVDP), which is paid for by the participant; and
- Other state-mandated disability or medical leave programs in California, Hawaii, New Jersey, Washington, Massachusetts, New York, Puerto Rico, Rhode Island and Washington, DC

If a participant becomes disabled, these STD benefits are designed towork together to replace a percentage of a participant's regular wages prior to the disability. After a participant is certified as having a qualified disability, STD benefits are generally payable for up to 180 days, based on the length of disability and the program components available.

Under some circumstances, separate absences might be defined as the same disability if there were two consecutive periods of qualified disability due to the same or a related cause or condition that are separated by less than 31 consecutive days.

STD Program Components				
PLAN	WHO IS COVERED?	WHO PAYS FOR COVERAGE?	WHEN DOES IT BEGIN?	HOW LONG DOES IT LAST?
DSL	Those in benefit-eligible fringe packages	Leidos	On the 8th calendar day, except when hospitalized	For a maximum of 180 days or upon exhaustion of benefits in accordance with plan limits
VSDI	Only those who enroll	The participant	On the 8th calendar day, except when hospitalized	Until the end of the qualified disability, to a maximum of 180 days
Leidos CAVDP	California employees who are eligible and automatically enrolled in this plan	The participant	On the 8th calendar day of disability	Until the end of the 52nd week of a qualified disability; or after the participant has exhausted his or her 52-week benefit amount, if part-time
OTHER STATE LAWS	Employees in California who are not eligible for the Leidos CA VDP; all employees in Hawaii, Massachusetts, New York, New Jersey, Puerto Rico Rhode Island, Washington State, and the District of Columbia	Varies by state; usually both the participant and the employer	Varies by state	Varies by state



# **How Short-Term Disability Works**

#### How to File a Claim

If a participant becomes disabled, as defined by the Disability Program, the participant must take the following steps to apply for benefits:

- Notify supervisor and HR POC.
- If enrolled in the DSL, VSDI or Leidos CAVDP, the participant should call Sedgwick, Leidos' disability claims administrator, at 1-877-399-6443. Participants can contact Sedgwick to filea claim 7 days a week/24 hours a day. The participant will need to provide Sedgwick with the following information:
  - The participant's personal information(including name, address, phone number and employee number);
  - The participant's health care provider's name, mailing address, phone number and fax number; and
  - The participant's anticipated length of time away from work due to the qualified disability.
- Supporting medical documentation must be provided to Sedgwick within 30 days of receiving the initial packet or within 30 days of date of disability, whichever is later
- If the participant lives in Hawaii, New Jersey, New York, Washington State, Massachusetts, Rhode Island, Puerto Rico or Washington, DC, or if the participant lives in California and is not eligible to enroll in the Leidos CAVDP, the participant will also need to file for state disability or medical leave benefits. See the Other State-Mandated Short-Term Disability Plans section for more information.

The payment of a disability claim is not automatic - the participant must take the appropriate steps or disability benefits may be delayed ordenied. Under most circumstances, if the participant is not able to contact the claims administrator(s), a family member or other designee can initiate the appropriate steps on the participant's behalf. The claims administrator will begin evaluating the participant's condition after receiving notification of the disability.

#### **How STD Benefits Are Paid**

After certification of qualified disability, the participant receives STD benefits based on the length of disability, elected coverage (VSDI), DSL balance and any state benefits.



A participant will receive disability benefits, not to exceed 180 days, based on the following schedule:\*

- Week 1: 7 calendar day waiting period unless hospitalized as defined;
- Weeks 2— 10: Up to 100% of weekly wages to a maximum plan benefit;
- Weeks 11—19: Up to 80% of weekly wages to a maximum plan benefit;
- Weeks 20 26: Up to 66 2/3% of weekly wages to a maximum plan benefit.

\*If hospitalized as defined, the participant will receive:

- Weeks 1-9: Up to 100% of weekly wages to a maximum plan benefit
- Weeks 10-18: Up to 80% of weekly wages to a maximum plan benefit
- Weeks 19-26: Up to 66 2/3 of weekly wages to a maximum plan benefit

If the participant is receiving benefits from the DSL, VSDI and/or Leidos CAVDP plans:

- Disability benefits will be paid through the Leidos payroll system;
- The benefit amount will be reduced proportionately if a benefit is payable for less than a full week;
- Benefits are paid through the participant's paychecks, through direct deposit, if applicable, as long as the check is processed as part of the regular payroll cycle;
- DSL and VSDI payments are taxable income. The Leidos CAVDP benefit payments are not taxable.
- Payroll deductions will continue to be made for medical, dental, vision, VSDI, the Group Universal Life (GUL) Insurance Plan, and the Voluntary AD&D Insurance Plan.
- Participants on part-time disability will have a one pay period delay in receiving their benefit payment.

If the participant is receiving benefits from a state-mandated STD plan:

- Benefit payment schedules and taxability vary by plan;
- The plan determines eligibility for benefits;
- The employee will receive a separate check directly from the state plan;
- Contact the state agency for specific information.

Each STD claims administrator determines eligibility for the plan it administers and makes a determination of benefits eligibility.

Each STD plan may require, at the Plan's expense, an independent medical evaluation. The participant may be required to go to a doctor of the plan's choice to be examined or to have medical records sent to a third party for review.



In each plan, there is a formal appeal process if the participant disagrees with the determination of the claims administrator.

- For the DSL and VSDI plans, refer to "Claims Appeal and Review Procedures Under ERISA" in the Plan Information section for more information on relevant procedures.
- For all other plans, contact the claims administrator for information on the appeal process.

# **Pregnancy**

Pregnancy is treated as a disability. Participants who are considered to be disabled due to pregnancy must follow the same process that apply to all other disabilities. However, the 7-day waiting period for non-hospitalization will not apply to participants who give birth at home or at birthing centers.

# **Participants on Rotation**

A participant on a rotational work schedule (e.g. 90 days on/90 days off) who has a qualifying disability, will be paid disability benefits even if the disability falls on a period the participant is scheduled to be off.

#### **Home Confinement**

Illnesses or disabilities that involve home confinement and that have been certified by a physician or other health care provider qualify employees for disability benefits as of the 8th calendar day, based on approval from the claims administrator.

# **Hospice**

A disabled participant admitted to hospice care will not be required to complete the 7-day waiting period.

# **Public Health Emergencies and Pandemics**

The Plan reserves the right to waive the 7-day waiting period in the event of a pandemic or public health emergencies.

#### Confidentiality

All medical information that a participant and his or her physician or health care provider supply to the disability plans is kept confidential and will be protected from unauthorized use. Certain claims may require the use of a special, written authorization form. The participant will need to sign and return the form as soon as possible so there is no delay in processing the claims.



# **STD Claims Management**

All STD plans require that the participant cooperate in collecting the medical information necessary to review the claims and make abenefit determination. The most common reason that claim payments are delayed is the failure of the participant's health care provider to return calls, return forms or otherwise provide requested medical documentation.

A participant can help the claims administrators make more timely decisions by:

- Explaining to the health care provider that the administrator will be contacting them;
- Following up with the health care provider's office after a request for information has been made to ensure that the information is being collected and sent to the administrator; and
- Notifying the claims administrator immediately if the participant's return-to-work plans change, or if the health condition significantly changes (for example, if a surgery is needed). This will allow the plan administrator to help the employee file for an extension of benefits, if appropriate.

Some state plans insist that the documentation be provided only on specific forms. The health care provider should be aware of these requirements. However, a participant who receives a letter from the state indicating that the documentation was not provided in the appropriate format should contact his or her health care provider immediately.

For the DSL, VSDI and Leidos CAVDP, Sedgwick will contact the participant's physician or healthcare provider to request the appropriate documentation. In addition, Sedgwick will make a determination as to the expected return-to-work date based on objective medical evidence provided by the participant's physician or health care provider. If a participant's qualified disability extends beyond the original estimated return-to-work date, the participant should have his or her physician or health care provider complete the extension form provided by Sedgwick. Failure to provide disability extension documentation could result in delayed or denied benefits.

# **Coordination Among the STD Plans**

The STD Program is designed to provide a certain degree of income protection if a participant is unable to work. The individual STD plans coordinate with each other so that participants do not receive duplicate benefits. In addition, some offsets or deductions may be made for other plans for which the participant might be eligible. In general, STD benefits will be offset by:

• Social Security benefits (except family Social Security benefits) for any period of time during which disability benefits are paid. Once disability benefits begin, however, they will not be further reduced by any statutory increase in Social Security benefits. If the receipt of Social Security retirement benefits commenced prior to the Participant's disability such benefits will not be offset;



- Any benefits based on wages payable to the participant under any worker's compensation law;
- Disability benefits payable to the participant under any employer-sponsored group policy other than the Leidos disability plans;
- Disability/medical leave benefits for employee's own serious health condition payable under any federal or state law;
- Any salary (excluding vacation pay), income or sick pay from any employer or from self-employment.
- Any plan, fund or other arrangement, by whatever name called, providing disability benefits pursuant to any Compulsory Benefit Act or law of any government.
- Any government retirement or disability plan that is initiated or increased as a result of a participant's disability.
- Some portion of income or wages earned during rehabilitation employment;
- Any financial settlement, award, benefit or other monetary recovery the participant receives

   through litigation or otherwise attributable in whole or in part to the negligence, the wrongful act or any other civil or criminal incident that resulted, in whole or in part, in the disease, illness, incapacity or injury that substantiates the disability claim. (This offset can be made for the entire amount of the third party recovery, regardless of whether it is attributable to lost wages, incurred medical expenses or punitive damages.)

Although the coordination of benefits may reduce the amount received from the STD plans, all benefits together will still equal the total amount the participant is eligible for under the STD plan(s) that he is enrolled in.

#### **Medical Record Fees**

The participant is responsible for any fees associated with obtaining medical records and medical certification forms related to the disability claim. However, the Plan will pay for document translation services if necessary.

#### **Acts of Third Parties**

In the event that a participant is injured through the acts of a third party (e.g. auto accidents), the Plan will provide benefits only under the condition that the participant agrees in writing that the Plan will be subrogated to all rights of recovery that the participant may have as a result of the injury. The participant must sign the Reimbursement Agreement prior to receiving claim payments from the Plan. If the participant is incapacitated and unable to sign the agreement, the Plan will pay the claim and pursue reimbursement at a later time.



# **STD Participation and Benefit Payment Duration**

# When Participation in the STD Plan Ends

Participation in the STD Plans generally ends on the earliest of the following:

- On the end date of the pay period which marks the termination of employment
- On the end date of the pay period in which an approved leave of absence without pay commences, except as required by law
- At 12:00 midnight when a protected leave ends, if the participant fails to return to work
- On the end date of the pay period in which an employee ceases to be eligible
- On the end date of the pay period in which a strike occurs
- On the date of termination of the Plan

## When STD Benefit Payments End

STD benefits generally end when the participant:

- Returns to work as cleared by the participant's physician
- Is no longer disabled as defined by the particular disability plan
- Reaches the maximum duration payable under that plan
- Refuses to submit to an independent medical examination (arranged and paid for by the claims administrator) or fails to comply with any request, by the claims administrator, to help substantiate that the participant is disabled
- Is no longer under the regular and continuous care and treatment of a qualified Physician
- Dies

If a participant's disability started prior to termination of employment, disability benefits will continue to be paid up to the maximum duration approved under the plan.

For collectively bargained participants, disability benefits will continue to be paid if a strike occurs and the disability started prior to the strike. Benefits will be paid up to the maximum duration approved under the plan.

For more information on when participation or benefit payments end for all disability plans, refer to the Plan Document or Certificate of Insurance for each plan.



## **Returning to Work**

Leidos requires that all participants returning from a disability leave provide a "fitness for duty" or "doctor's release" clearly stating the date he is no longer considered to be disabled, as well as the date he is able to return to work. This document is usually a note from the health care provider stating that the participant may return to full duty. If the healthcare provider is requesting modified duty or limited hours, this should be discussed with the claims administrator and the workplace in advance of the participant's return to work. A participant who does not present a release may not be allowed to work until the release is presented.

# If the Participant Becomes Disabled Again

If a participant recovers from an illness or injury and returns to full active employment with Leidos (other than in rehabilitation employment), the participant may again be eligible for disability benefits if, within 31 days, the participant suffers another period of disability caused by, related to, and based on the same diagnosis as the prior period of disability. If these conditions are met, the participant will not be required to satisfy another waiting period.

However, should the participant go out on an approved disability again related to the initial claim within 31 days, the period of time worked will count against the total leave duration for the initial claim. For example, if a participant is on approved disability for eight weeks, returns to work for two weeks and then takes disability leave again for the same issue within 31 days, the participant is considered to have been disabled for a total of ten weeks. Therefore, disability benefits will reflect the benefits level payable for that week. In this example, benefits payable at week eleven will decrease to 80% of weekly wages. Successive disability benefits will begin on the most recent date the participant was unable to work.

The participant must notify Sedgwick within five days of the successive disability. Participants in a state-mandated plan must also notify the appropriate state claims administrator.

For more information about what happens when a participant becomes disabled again, refer to the Plan Document or Certificate of Insurance for each Plan.

**Important:** State-mandated plans have different maximum benefit durations.



# **STD Limitations and Exclusions**

In general, benefits may be limited or not available at all, if:

- The participant is not in an employment status that is eligible for disability benefits
- The disability leave is not supported by objective medical evidence from a treating physician or other health care provider and approved by the claims administrator
- The participant is confined, pursuant to commitment, court order, or certification, in an institution, or other place, as a dipsomaniac, drug addict or sexual psychopath
- The participant has reached the maximum benefits or duration allowed under the plan
- The participant receives benefits or is eligible for benefits payable under any Unemployment Compensation Act of the United States or of any state during any period of disability leave
- The participant receives wages from Leidos (excluding Paid Time Off pay) for any day. However, benefits will be paid for any seven-day week or partial week, in an amount that does not exceed the participant's maximum weekly benefit amount and which, when added to the wages received, does not exceed the participant's weekly wages, exclusive of the wages paid for overtime immediately prior to the commencement of the participant's qualified disability.
- The participant, for any day of unemployment or disability, receives or is entitled to receive benefits or cash payments for:
  - Temporary or permanent disability under a workers' compensation or employer liability law of this state or any other state, or of the federal government; or
  - o If the cash payments for temporary or permanent disability or a maintenance allowance, combined with permanent disability benefits, are less than the amount of disability benefit the participant would have received, the participant will be entitled to receive disability benefits, reduced by the amount of such cash payments, if otherwise eligible

#### The participant:

- Isincarcerated in anyfederal, state, or municipal penalinstitution, jail, medical facility, public or private hospital, or in any other place because of a criminal conviction of a federal, state or municipal law or ordinance; or
- Commits a crime and is disabled due to an illness or injury, caused by, or arising out of the commission of, arrest, investigation, or prosecution of any crime that results in a felony conviction.



- For any period of disability the participant records uncompensated time, overtime, bereavement, jury duty, voting, or holiday on his or her timecard.
- The employer can provide alternative employment that is within the capabilities of the employee, and that has status and compensation comparable to the employee's regular occupation as determined solely by the employer.
- The participant has willfully, for the purpose of obtaining benefits, either made a false statement or representation, with actual knowledge of the falsity thereof, or withheld a material fact, in order to obtain any benefits from the Plan.
- The disability is:
  - Not disabling (i.e., do not prevent the employee from doing his or her job)
  - o Incurred during, or as a result of, engaging in a criminal act
  - Incurred while on layoff or leave of absence (FMLA and similar protected leaves),
     severance, military leave, or any other status where the participant was not engaged in active employment with Leidos
  - Incurred while on full-time or part-time long-term disability
  - Incurred while the employee was on unauthorized absence, or was not an employee
  - o Incurred as a result of service in any armed forces, except as required by law
  - Intentionally self-inflicted
  - Incurred because the participant was not receiving care or following the prescribed treatment plan that is:
    - From a health care provider whose training and clinical experience are suitable for treating the disease, illness, incapacity or injury
    - Consistent in type, frequency and duration of treatment with relevant guidelines of national medical, research, and health coverage organizations and governmental agencies
    - Consistent with the diagnosis of the condition
    - For the purpose of maximizing medical improvement
- The participant is not under the continuous care and treatment of a duly qualified physician
- The illness or injury is caused by any act of war, declared or undeclared, or insurrection, except while traveling overseas on company business.
- The disability is filed more than 60 days after the qualified disability began.

For more information on limitations and exclusions, refer to the Plan Document or Certificate of Insurance for each plan.



# **Disability Sick Leave (DSL)**

Disability Sick Leave (DSL), which is company provided and administered by Sedgwick, provides participants with paid time off for short-term illness or injury (maximum of 180 days). If a participant becomes sick or is injured, DSL can be used to replace income or augment other short- term disability payments to the maximum level of DSL benefits available, based on the length of disability leave.

A participant receives DSL hours on the first day of hire or transfer date into a benefit-eligible status. Thereafter, a participant receives DSL hours on each employment anniversary. A participant receives up to 80 hours of DSL each year. Participants can accumulate up to 1,560 hours of DSL. Unused DSL hours are not payable upon termination. Employees scheduled to work less than 40 hours per week will receive a prorated number of DSL hours equivalent to two times their scheduled work week on their DSL anniversary date.

The commencement of DSL benefits depends on the circumstances of the participant's disability. DSL is payable:

- On the first day of a qualified disability if the participant is hospitalized as **defined**;
- On the eighth calendar day of a qualified disability.

Should it be medically necessary for the participant to reduce work hours by 25% or more, but not cease work entirely, the reduced workday will be applied to serve the waiting period consecutively for seven (7) calendar days.

DSL benefits are payable for up to 180 days for any one period of disability. DSL may not be used to supplement Long-Term Disability (LTD) benefits, even if the participant has DSL available.

Any DSL benefits participants receive are taxable, and payroll deductions for elected benefits will continue to be made while a participant receives DSL benefits.

Based on the length of disability and the DSL hours available:

- A participant who is unable to work due to a qualified disability may receive a weekly benefit of up to 100% of his regular wages after satisfying the waiting period. These benefits are available for weeks two (2) through ten (10) of disability.
- If eligibility continued, after 10 weeks of disability, a participant may receive up to a maximum of 80% of his regular wages. These benefits are available through the 19th week of disability.
- If the participant remains eligible after the 19th week of disability, he may receive up to 66 2/3% of his regular wages. These benefits are available through the 26th week of disability not to exceed 180 days.



# **Voluntary Short-Term Disability Insurance (VSDI)**

Eligible employees can purchase additional STD coverage through Voluntary Short-Term Disability Insurance (VSDI). This plan is intended to integrate with other Leidos plans such as DSL, Leidos CAVDP and state-mandated programs. Contributions are made on a pre-tax basis. VSDI is administered by Sedgwick.

#### VSDI benefits begin:

- On the first day of a qualified disability if the participant is hospitalized as defined; or
- On the eighth calendar day of a qualified disability.

Should it be medically necessary for the participant to reduce his or her hours by 25% (minimum two hours for an eighthour workday) or more, but not cease work entirely, the reduced workday will be applied to serve the waiting period consecutively for seven calendar days.

A participant who elects VSDI will be eligible to receive up to 80% of his or her total disability benefit (not to exceed plan maximums) from the VSDI plan.

The VSDI schedule illustrates the integration of VSDI with other disability plans such as DSL and other state plans for periods of up to 26 weeks, not to exceed 180 days.

VSDI Schedule			
PERIOD OF DISABILITY	TOTAL PAY (From all sources)	VSDI (Integrated with state plan, if applicable)	DSL PORTION
WEEK 1	0 (7-day waiting period)	0 (7-day waiting period)	0 (7-day waiting period)
WEEKS 2 – 10	100% of regular weekly wages	80% (maximum weekly benefit of \$4,808)	20%, as available
WEEKS 11 – 19	80% of regular weekly wages	80% (maximum weekly benefit of \$3,846)	20%, as available
WEEKS 20 – 26*	66 2/3% of regular weekly wages	80% (maximum weekly benefit of \$3,202)	20%, as available

<sup>\*</sup> Not to exceed 180 days

**Example:** For a participant who does not live in a state with a mandated plan, has enrolled in VSDI and is making \$1,000 per week, he or she would be eligible for the following disability benefits:



Example VSDI Payment Schedule			
LENGTH OF DISABILITY	TOTAL BENEFIT (From all sources)	VSDI (Integrated with state plan, if applicable)	DSL BENEFIT
WEEK 1	0	0	0
WEEKS 2 – 10	\$1,000	\$800	\$200**
WEEKS 11 – 19	\$800	\$640	\$160**
WEEKS 20 – 26*	\$667	\$534	\$133**

<sup>\*</sup> Not to exceed 180 days

If hospitalized as defined, the participant will receive:

- Weeks 1-9: Up to 100% of weekly wages to a maximum plan benefit
- Weeks 10-18: Up to 80% of weekly wages to a maximum plan benefit
- Weeks 19-26: Up to 66 2/3 of weekly wages to a maximum plan benefit

For the same participant who has elected not to enroll in VSDI, all benefits would be paid from the DSL plan and state plan where applicable.

Any VSDI benefits participants receive are taxable, and payroll deductions for elected benefits will continue to be made while a participant receives VSDI benefits.

# Leidos California Voluntary Disability Plan (Leidos CA VDP)

Employees who work for a covered California Leidos organization are automatically enrolled in a special short-term disability insurance plan, the Leidos California Voluntary Disability Plan (Leidos CAVDP). This excludes employees working for subsidiaries who are covered by the State of California Short-Term Disability Insurance (CA SDI) program.

The Leidos CA VDP is administered by Sedgwick and meets or exceeds the requirements of the state of California.

Participants pay for coverage through contributions that are no higher than the contribution rate for the California State Disability Insurance Plan. These rates are established each year by the California Employment Development Department. For the 2021 plan year, the contribution rate has been set at 1.2 percent of taxable wages. The maximum salary subject to this contribution is \$1,28,298. The maximum contribution is \$1,539.58 in 2021.



<sup>\*\*</sup> Based on DSL balance

If a participant is enrolled in Leidos CA VDP and is unable to work due to a qualified disability, the plan pays benefits equal to 60% to 70% of a participant's regular base wages. The current weekly maximum is \$1,357 per week (as of January 1, 2021). The weekly benefit maximum is set each year by the State of California. This is a calendar-day plan, so each day's benefit during a qualified disability is one-seventh of a participant's weekly benefit.

The Leidos CAVDP will pay benefits after a mandatory seven-calendar-day waiting period, but for no more than 52 weeks (or 52 times the weekly amount). If a participant does not cease work entirely, but there is a medical necessity to reduce his or her hours by 25% or more because of a disabling condition, the waiting period may be satisfied with seven consecutive days of partial disability.

Participants who also work for employers other than Leidos are entitled to receive a prorated benefit from those employers' disability plans in addition to any Leidos CA VDP benefit payments. Payments from each plan depend on the number of plans involved. The total amount a participant can receive from each disability plan will equal the portion payable under the California State Disability Insurance Plan. If the participant's employer has a private disability plan (as Leidos does) additional benefits may be payable.

Leidos CAVDP benefit payments are non-taxable, and certain payroll deductions will continue to be made while a participant is receiving Leidos CA VDP benefits.

If you have any questions about this Voluntary Plan or wish to withdraw from the Leidos CA VDP, contact HR Employee Services at 855-553-4367, option 3 or email <a href="mailto:AskHR@leidos.com">AskHR@leidos.com</a>.

To report a claim, contact Sedgwick, Leidos' disability claims administrator, at 1-877-399-6443.

### **Leidos CA VDP Benefit Limitations**

Leidos CA VDP benefits may be limited or not available at all, if:

- The participant is not an employee as defined in the plan;
- The participant did not meet the seven-day consecutive waiting period;
- The participant does not work for a Leidos organization that participates in this program;
- The disability is not supported by a certificate from a physician or health care provider stating a diagnosis, the medical facts within his or her knowledge, a conclusion with respect to the disability and an opinion with respect to the probable duration of the disability:



- Physicians or other health care providers are required to submit an ICD diagnostic code or a detailed description of symptoms. The physician's or other healthcare provider's certificate must be based on a physical examination;
- If the participant has been referred or recommended by a competent medical authority to participate as a resident in an alcoholism recovery program or drug residential program, the participant need not show actual disability;
- Certification of disability may also be accepted from any duly authorized medical officer of any medical facility of the United States government; the registrar of a county hospital in this state; the duly authorized or accredited practitioner of any bona fide church sect, denomination, or organization, which depends for healing entirely upon prayer and spiritual means;
- Certification is not required if the participant submits evidence of receipts of temporary or permanent benefits under a workers' compensation law for any day for which he or she is entitled to receive disability benefits reduced by such temporary or permanent worker's compensation benefits;
- The participant is receiving unemployment benefits;
- The participant is receiving wages or regular wages from any employer, except that benefits will be
  paid for any week or partial week not to exceed the maximum weekly benefit amount which, when
  added to the wages or regular wages, does not exceed the participant's weekly regular wages prior
  to the beginning of the disability;
- The participant is confined by court order or certification as a dipsomaniac, drug addict or sexual psychopath;
- The participant has knowingly made a false statement or representation in order to receive any benefits under this plan;
- The participant is incarcerated because of a criminal conviction or he or she commits a crime and becomes disabled due to an illness or injury in any way caused by, or arising out of the commission of, arrest, investigation, or prosecution of any crime that results in a felony conviction; or
- The participant is receiving or is entitled to receive benefits or cash payments for temporary disability, vocational rehabilitation maintenance allowance or permanent disability benefits under workers' compensation law. However, if these benefits are less than the amount the participant would otherwise receive as benefits under this plan, he or she will be entitled to receive disability benefits reduced by the amount of these workers' compensation payments. Benefits will be limited to the state plan rate for disabilities occurring during the extended coverage period following the beginning of a layoff without pay or a leave of absence without pay.



# Other State-Mandated Short-Term Disability Plans and Medical Leave Programs

In certain states, other short-term disability plans or medical leave programs will pay benefits. These plans include:

- California State Disability Insurance\*
- Hawaii Temporary Disability Insurance
- · Massachusetts Paid Family and Medical Leave
- New Jersey Temporary Disability Insurance
- New York Disability Benefit
- Puerto Rico Temporary Disability Insurance
- Rhode Island State Temporary Disability Insurance
- Washington State Paid Family and Medical Leave
- DC Universal Paid Family Leave

\* All Leidos, Inc. employees living in California are automatically covered by the Leidos California Voluntary Disability Plan (Leidos CA VDP). Employees working at Varec, Leidos Security Detection and Automation, and Leidos Engineering are covered by the State of California SDI program. If you are unsure which plan you participate in, contact Employee Services at 855-553-4367, option 3 or email <a href="mailto:AskHR@leidos.com">AskHR@leidos.com</a>.

The state-mandated plans are administered by the participant's respective states. These plans are required by state law.

DSL and VSDI are supplements to these plans, which means that the State plans pay first and DSL/VSDI will make up the difference, up to the benefit level that the plans would normally pay.

#### **Contact Information for State-Mandated Plans**

For more detailed information about these state-mandated plans, contact the following:

Contact Information for State-Mandated Plans		
State Mandated Short-Term Disability	Contact Information	
California State Disability Insurance	Employment Development Department 800 Capitol Mall Sacramento, CA 95814 1-800-480-3287  If you are covered under the Leidos California Voluntary Disability Plan (CA VDP), contact Sedgwick at 1-877-399-6443.	



Contact Information for State-Mandated Plans		
State Mandated Short-Term Disability	Contact Information	
Hawaii Temporary Disability Insurance	For claims: ESIS P.O. Box 1639 Honolulu, HI 96806 ESIS Phone: 1-800-779-6249	
	State Plan General Contact Information: Disability Compensation Division 830 Punchbowl Street, Room 209 Honolulu, HI 96813 808-586-9188	
Massachusetts Paid Family and Medical Leave	Department of Family & Medical Leave 833-344-7365	
New Jersey Temporary Disability Insurance	Division of Disability Insurance Service Department of Labor P.O. Box 387 Trenton, New Jersey 08625 609-292-7060	
New York Voluntary Disability Insurance	For claims: New York State Insurance Fund Disability Benefits P.O. Box 66698 Albany, NY 12206 866-697-4332	
	State Plan General Contact: Disability Benefits Bureau Workers Compensation Board P.O. Box 9029 Endicott, NY 13761-9029 800-353-3092	
Puerto Rico Temporary Disability Insurance	Bureau of Employment Security Disability Insurance Program 505 Ave Munoz Rivera San Juan, Puerto Rico 00918-3514 787-625-7900 or 787-754-5353	
Rhode Island State Temporary Disability Insurance	Dept. of Labor and Training Temporary Disability Insurance 1511 Pontiac Avenue Cranston, Rhode Island 02920-4407 401-462-8420	
Washington State Paid Family & Medical Leave	Employment Security Department Washington State 833-717-2273	
DC Universal Paid Family Leave	Office of Human Rights District of Columbia 441 4 <sup>th</sup> Street NW, Suite 570 Washington, DC 20001 202-899-3700	



# **Voluntary Long-Term Disability (LTD)**

After 180 days of disability, a participant may be eligible to receive benefits through Long-Term Disability (LTD) insurance if elected. LTD benefits are designed to provide you with income if you are absent from work for six consecutive months or longer due to an eligible illness or injury.

In some states, LTD benefits may be paid at the same time as STD benefits. When this occurs, benefits will be integrated with other sources (refer to your LTD evidence of coverage for more information).

Below are some important terms used in describing how a participant is eligible to receive benefits through the LTD Plan:

- Qualified Disability One where a participant cannot perform his orher own occupation in the
  first two years of disability. After two years of disability, a qualified disability is one where a
  participant is unable to perform any occupation that he or she is reasonably qualified to hold.
  Refer to the LTD evidence of coverage, issued by Life Insurance Company of North America
  (LINA), a New York Life company, for more information on criteria for "own occupation" versus"
  any occupation."
  - The participant will be required to provide objective medical evidence to LINA, the claims administrator, to qualify for benefits. The plan administrator will determine the types of medical documentation needed and how frequently the documentation must be updated.
- Claims Administrator—Life Insurance Company of North America (LINA), a New York Life company.
- Claims Fiduciary—LifeInsurance Company of North America (LINA), a New York Life company.

The plan administrator has appointed **Life Insurance Company of North America** (LINA), a New York Life company, as the claims fiduciary for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. The Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company shall be final and binding on Participants and Beneficiaries to the full extent permitted by law.

**Important:** This document provides only a summary of general plan provisions. As eparate evidence of coverage is available from LINA, which serves as the legal document that governs the plan.



## **Overview of LTD Benefits**

If a participant is unable to work after 180 days of continuous disability, he or she may become eligible to receive LTD benefits if elected. LTD provides a monthly benefit equal to 60 percent of an employee's base monthly salary not to exceed \$14,500 per month.

Employees enrolled in LTD pay 100 percent of the cost on an after-tax basis thereby providing a tax-free benefit when received.

LTD is underwritten by LINA (a New York Life company), and a participant must meet the Plan's criteria for disability to qualify for income replacement under this program. Refer to the Plan's evidence of coverage for more information about qualifying for income replacement.

The following maximum benefit periods apply:

Duration of LTD Benefit		
AGE WHEN PARTICIPANT'S DISABILITY BEGINS:	MAXIMUM BENEFIT PERIOD:	
AGE 62 OR UNDER	The employee's 65th birthday or the date the 42nd Monthly Benefit is payable, whichever is later	
AGE 63	The date the 36th Monthly Benefit is payable	
AGE 64	The date the 30th Monthly Benefit is payable	
AGE 65	The date the 24th Monthly Benefit is payable	
AGE 66	The date the 21st Monthly Benefit is payable	
AGE 67	The date the 18th Monthly Benefit is payable	
AGE 68	The date the 15th Monthly Benefit is payable	
AGE 69 OR OLDER	The date the 12th Monthly Benefit is payable	

## **How LTD Works**

# What to Do in Case of a Long-Term Disability

If a participant is unable to work due to a qualified disability lasting more than 180 days, he or she may be eligible for LTD benefits if elected.



To assist the employee in transitioning from short-term to long-term disability claimwith LINA, the following will occur 45 days prior to Short-Term Disability (STD) maximum duration:

- For participants who elected LTD, Sedgwick will send all open STD claims to LINA via an
  electronic file. LINA plan administrators will also have access to the Sedgwick system to view
  pertinent claims information.
- 2. Sedgwick will send a letter notifying the claimant that the claim was referred to LINA for evaluation of LTD Benefits.
- 3. LINA will acknowledge receipt of claim by sending out a confirmation letter to the employee once the online submission is completed.
- 4. Within 10 days, a dedicated claim manager will contact the employee via telephone to introduce themselves and notify the employee of the process. A follow-up letter will be sent following this conversation to notify the claimant of any outstanding information and all applicable policy provisions.

### **Definition of Disability / Disabled**

A participant is disabled if, because of injury or illness:

- He or she is unable to perform all the duties of his or her regular occupation, or only because of the
  injury or illness he or she is unable to earn more than 80% of his or her indexed covered earnings;
  and
- After disability benefits have been paid for 24 months, he or she is unable to perform all the duties of any occupation for which he or she may reasonably become qualified based on education, training or experience, or only because of the injury or illness he or she is unable to earn more than 80% of his or her indexed covered earnings. Refer to the evidence of coverage for more information about indexed covered earnings.

## **How LTD Benefits Are Paid**

If the participant is receiving benefits from the LTD plan:

- Disability benefits are paid once a month;
- Benefits can be sent through the mail, or electronically deposited;
- If not directed otherwise, the participant will receive a check mailed to his or her home or address of record from the insurance company; and
- There are no deductions other than applicable taxes and offsets (see the evidence of coverage for more details).

Page 23 of 31 leidos.com

## **Pre-Existing Conditions**

LTD benefits will not be paid for any disability caused by, contributed to or resulting from a pre-existing condition that is diagnosed or treated within a three month time period before the LTD coverage effective date. For this policy, a "pre-existing condition" means any injury or illness for which the participant:

- Received medical treatment, care or services including diagnostic measures; or
- Took prescribed drugs or medicines; or
- Incurred expenses

The pre-existing condition limitation will apply to any added benefits or increases in benefits. It will not apply to a period of disability that begins after you are in active service for at least 12 months after your most recent effective date of insurance or the effective date of any added or increased benefits.

The pre-existing condition limitation will not apply to a participant covered under a prior plan who satisfied that plan's pre-existing condition limitation, if any. It will still apply to any benefit amount greater than that of the prior plan. If the participant did not completely satisfy the pre-existing condition limitation of the prior plan, he or she will receive credit for any time that was satisfied. For any person who becomes an employee of the employer as a part of an acquisition, the pre-existing condition limitation will not apply.

Time will not be credited for any day a participant is not actively at work due to his or her injury or illness. The pre-existing condition limitation will be extended by the number of days the participant is not actively at work due to his or her injury or illness.

#### **Benefit Maximums for Certain Conditions**

LTD benefits will be paid on a limited basis during a participant's lifetime for a disability caused by, or contributed to by, any of the following conditions. Once 24 monthly disability benefits have been paid, no further benefits will be paid for any of the following conditions:

- Alcoholism
- Anxiety disorders
- Delusional(paranoid) disorders
- Depressive disorders
- Drug addiction or abuse
- Eating disorders
- Mental illness
- Somatoform disorders (psychosomatic illness)



If before reaching the lifetime maximum of 24 monthly benefits, aparticipant is confined in a hospital for more than 14 consecutive days for the appropriate care of any of the conditions listed above, that period will not count against the lifetime limit.

For a complete list of the LTD plan's limitations and exclusions, refer to the plan's evidence of coverage.

# The Plan Determines Eligibility and Certifies Disability

The plan's claims administrator, LINA, determines eligibility and makes a determination of disability.

LINA, at its expense, has the right to examine, as often as reasonably required, any participant with a pending claim. LINA may also require an autopsy, at its expense, unless prohibited by law.

There is a formal appeal process if the participant disagrees with the determination of the claims administrator. For more information on the appeal process, refer to the plan's evidence of coverage.

# **Confidentiality**

Page 25 of 31

All medical information that a participant and his or her physician supply to the LTD plan is kept confidential and will be protected from unauthorized use. Certain claims for non-occupational disability benefits may require the use of a special, written authorization form. If a participant receives one of these forms, he or she will need to sign and return it as soon as possible so there is no delay in processing the claim.

# **LTD Claims Management**

The LTD plan will require that the participant cooperate in collecting the medical information necessary to review the claim and make a benefit determination. The most common reason that claim payments are delayed is the failure of the participant's health care provider to return calls, return forms or otherwise provide medical documentation. A participant can help the plan administrators make more timely decisions by:

- Explaining to the health care provider that the administrator will be contacting them;
- Following up with the health care provider's office after a request for information has been made to ensure that the information is being collected and sent to the administrator; and
- Notifying LINA immediately if the participant's return-to-work plans change, or if the health condition significantly changes (for example, if a surgery is needed). This will allow the plan administrator to help the employee file for an extension of benefits, if appropriate.



## **Continuation of Insurance**

Disability insurance continues if a participant's active service ends because of a disability for which covered benefits are or may become payable. Premiums for the participant will be waived while disability benefits are payable. If the participant does not return to active service, this insurance ends when the disability ends or when benefits are no longer payable, whichever occurs first.

If a participant's active service ends due to an employer-approved unpaid leave of absence, insurance for that participant will continue for up to 24 months if the required premium is paid.

If a participant's active service ends due to family medical leave of absence, insurance for that participant will continue for up to 12 weeks if the required premium is paid.

# Rehabilitation During a Period of Disability

If, while a participant is disabled, the plan determines that he or she is a suitable candidate for rehabilitation, he or she may participate in a rehabilitation plan. The terms and conditions of the rehabilitation plan must be mutually agreed upon by the participant and the plan.

The plan may require a participant to participate in a rehabilitation assessment or a rehabilitation plan at its expense. The plan will work with the participant, the employer and the participant's physician and others, as appropriate, to develop a rehabilitation plan. Disability benefits will not be paid if the participant refuses to participate in the rehabilitation efforts.

The rehabilitation plan may, at the plan's discretion, allow payment of the participant's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the program.

A "rehabilitation plan" is a written agreement between the participant and the plan in which the plan agrees to provide, arrange or authorize vocational or physical rehabilitation services.

### **Work Incentive Benefits**

For the first 12 months the participant is eligible for a disability benefit, the disability benefit is determined based on the minimum and maximum disability benefit. If for any month during this period, the sum of the participant's disability benefit, current earnings and any additional other income benefits exceeds 100% of his or her indexed covered earnings, the disability benefit will be reduced by the excess amount.



After the first 12 months, the disability benefit is determined based on the minimum and maximum disability benefit, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the participant's current earnings and any additional other income benefits exceeds 80% of his or her monthly indexed covered earnings, the disability benefit will be reduced by the excess amount figured above. No benefits will be paid if the plan determines the participant is able to work under a transitional work arrangement or other modified work arrangement and he or she refuses to do so.

Current earnings include any wage or salary for work performed while disability benefits are payable. If participant is working for another employer on a regular basis when disability begins, current earnings will include any increase in the amount he or she earns from this work during the period for which disability benefits are payable.

### **Survivor Benefits**

The plan will pay a survivor benefit if a participant dies while monthly benefits are payable. The benefit will equal 100% of the sum of the last full disability benefit payable to the participant plus any current earnings by which the disability benefit was reduced for that month. A single lump sum payment equal to 6 monthly survivor benefits will be payable.

Benefits will be paid to the participant's spouse or registered domestic partner. If there is no spouse or registered domestic partner, benefits will be paid in equal shares to the participant's surviving children. If there are no spouse/registered domestic partner and no children, no benefits will be paid.

"Spouse" means a participant's lawful spouse. "**Registered Domestic Partner**" is defined in the Eligibility section. "Children" means a participant's unmarried children under age 26 who are primarily dependent upon the participant for support and maintenance. The term includes a stepchild living with the participant at the time of his or her death.

## **Coordination with Other Benefits**

# **Social Security Disability Benefits**

When a participant is unable to work for an extended period of time, he or she may be eligible for Social Security Disability Income (SSDI). SSDI allows an employee to receive income.



A participant who is disabled should apply for SSDI as soon as it is clear that the duration of the disability will be longer than six months. When the participant applies for LTD benefits, LINA will require that the participant apply for SSDI benefits, and will offer assistance throughout the SSDI application process.

If the participant is eligible for Social Security disability benefits, any such payment will be subtracted from disability benefits he or she receives from the disability plans.

It is not uncommon for the SSDI application and approval process to take several months, and for benefits paid to be retroactive back to a certain date of disability. A participant receiving LTD benefits will be asked by LINA to sign an Overpayment Reimbursement Agreement stating that he or she will reimburse LINA for any Social Security benefits received for the same period of time he or she was receiving disability benefits.

#### Other LTD Benefits

The LTD plan is designed to provide a certain degree of income protection if a participant is unable to work for long periods of time. However, the plan may reduce the disability benefit paid if, while a participant is disabled, he or she may be eligible for benefits from other income sources. If so, benefits may be reduced by the amount of these other income benefits, including:

- Any amounts which the participant or any dependents receive (or are assumed to receive) under:
  - o the Canada and Quebec Pension Plans;
  - o the Railroad Retirement Act;
  - any local state, provincial orfederal government disability or retirement plan or lawas it relates to the participant;
  - o any employer sick leave plan;
  - o any work loss provision in mandatory "No-Fault" autoinsurance;
  - any Workers' Compensation, occupational disease, unemployment compensation lawor similar state or federal law, including all permanent as well as temporary disability benefits.
     This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted;
- Any Social Security disability benefits the participant or any third-party receives (or are assumed toreceive) on the participant's behalf or for his or her dependents; or, which his or her dependents receive (or are assumed to receive) because of the participant's entitlement to such benefits;
- Any employer-funded retirement plan benefits. "Retirement plan "means any defined benefitor defined contribution plan sponsored or funded by a participant's employer. It does not include:
  - o an individual deferred compensation agreement;
  - a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan;



- o any participants avings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan;
- Any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance that applies to the same disability claim, and which contains the same or a similar provision for reduction because of other insurance, the plan will pay the proportion of the total benefit payable under the policy, without other insurance, as it applies to the total benefits under all such policies;
- Any amounts paid because of lost earnings or loss of earning capacity through settlement,
   judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined;
- Any wage or salary for work performed. If a participant is covered for Work Incentive Benefits, the plan will only reduce disability benefits to the extent provided under the Work Incentive Benefit in the Schedule of Benefits.

Although this coordination of benefits may reduce the amount received from the LTD plan, all benefits together will still equal the total amount the participant is eligible for under the LTD plan.

### When LTD Benefits End

## **Returning to Work**

Leidos requires that all participants returning from LTD provide a "fitness for duty" or "doctor's release" when he or she returns to work. This document is usually a note from the health care provider clearly stating he or she is not considered to be disabled, as well as the date he or she is able to return, as well as the date of release that the participant may return to full duty. If the healthcare provider is requesting modified duty or limited hours, this should be discussed with LINA and the workplace in advance of the participant's return to work. A participant who does not present a release may not be allowed to work until the release is presented.

# When LTD Benefit Payments End

#### LTD benefits end:

- When the participant is eligible for coverage under a plan intended to replace this coverage;
- Whentheinsurance policy is terminated;
- Whentheparticipantisnolongereligible;
- On the day after the period for which premiums are paid; or
- When the participant dies.



If a participant's disability started prior to termination of employment, disability benefits will continue to be paid up to the maximum duration approved under the Plan.

For collectively bargained participants, disability benefits will continue to be paid if a strike occurs and the disability started prior to the strike. Benefits will be paid up to the maximum duration approved under the Plan.

For more information about when LTD benefits end, refer to the plan's evidence of coverage.

# If a Participant Becomes Disabled Again

Once a participant is eligible to receive LTD disability benefits, separate periods of disability resulting from the same or related causes are considered a continuous period of disability unless the participant returns to active service with Leidos for more than six consecutive months. A period of disability is not continuous if separate periods of disability result from unrelated causes or the later disability occurs after coverage ends.

If a participant is eligible for coverage under a plan that replaces this disability plan, the successive periods of disability provision will not apply.

For more information about what happens when a participant becomes disabled again, refer to the plan's evidence of coverage.

### What the LTD Plan Does Not Cover

LTD benefits will not be paid for a disability that results, directly or indirectly, from:

- Suicide, attempted suicide, or whenever a participant injures himself or herself on purpose;
- War or any act of war, whether or not declared (For Class 1 employees only);
- Serving on full-time active duty in any armed forces. If the participant sends proof of military service, the plan will refund the portion of the premium paid to cover the participant during a period of such service;
- Active participation in a riot;
- · Commission of a felony; or
- Revocation, restriction or non-renewal of a participant's license, permit or certification necessary to perform the duties of his or her occupation unless that is due only to covered injuries or illnesses.



LTD benefits will not be paid for any period of disability during which the participant:

- Is incarcerated in apenal or corrections institution;
- Is not receiving appropriate care under a licensed physician;
- Fails to cooperate with the plan in the administration of the claim, such as providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due:
- Refuses to participate in rehabilitation efforts as required by the plan; or
- Refusestoparticipate in a Transitional Work Arrangement or other modified work arrangement.

"Transitional Work Arrangement" means any work offered to the participant by Leidos or an affiliated company while the participant is disabled and which may be his or her own or any occupation. The term includes but is not limited to reassigned duties, work site modification, flexible work arrangements, job adaptation or special equipment.

For more information about what the LTD Plan does not cover, refer to the plan's certificate of coverage.

# **Conversion Privilege**

If a participant's coverage ends because employment with Leidos ends, or a participant is laid off or on an uninsured leave of absence, he or she may be eligible for long-term disability conversion insurance. To be eligible, a participant must have been insured for disability benefits and actively at work for at least 12 months. A participant must apply for conversion insurance within 62 days after coverage ends. The benefits of the conversion plan will be those benefits offered at the time a participant applies. The premium will be based on the rates in effect for conversion plans at that time.

Conversion insurance is not available if any of the following conditions apply:

- A participant is retired or age 70 or older;
- A participant is not in active service because of disability; or
- The insurance policy is canceled for any reason.



# **Leidos Benefits Summary Plan Description**

#### Plan Information

This section describes plan provisions and/or regulations that are applicable to most or all of the Leidos employee benefit 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
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Health Plan Regulations
- Uniformed Services Employment and Reemployment Rights Act of 1994
- Additional Information Regarding Coordination of Benefits
- Plan Administrative Information

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

The Employee Retirement Income Security Act (ERISA) requires plans to include in their summary plan descriptions a notice outlining participants' and beneficiaries' rights. Leidos has developed its own notice, based on the model language provided by the Department of Labor, which includes the information required under ERISA, but which is written in what we believe to be more understandable language.

# **ERISA Rights Statement**

Participants in the plans are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Plan and Benefits**

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.

- 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 summary plan
  description(s). 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:

Continuation of 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 summary plan description and the documents governing the plan on the rules
governing 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 "fiduciaries" of the plan, 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 suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and 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 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.

# **Qualified Medical Child Support Orders (QMCSOs)**

A QMCSO is a 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. It 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.

# **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.

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** 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 Department of Labor at 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 December 31, 2020. Contact your State for more information on eligibility.

ALABAMA – Medicaid	COLORADO – Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus (CHP+)
Website: http://myalhipp.com/ Phone: 1-855-692-5447	Health First Colorado Website:  https://www.healthfirstcolorado.com/ Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: https://www.colorado.gov/pacific/hcpf/child-health-plan-plus CHP+ Customer Service: 1-800-359-1991/ State Relay 711

ALASKA – Medicaid	FLORIDA - Medicaid
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="http://dhss.alaska.gov/dpa/Pages/medicaid/default.as">http://dhss.alaska.gov/dpa/Pages/medicaid/default.as</a> <a href="mailto:px">px</a>	Website: http://flmedicaidtplrecovery.com/hipp/ Phone: 1-877-357-3268
ARKANSAS – Medicaid	GEORGIA – Medicaid
Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	Website: https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp Phone: 678-564-1162 ext 2131
CALIFORNIA - Medicaid	INDIANA - Medicaid
Website: https://www.dhcs.ca.gov/services/Pages/TPLRD_CAU _cont.aspx Phone: 1-800-541-5555	Healthy Indiana Plan for low-income adults 19-64 Website: http://www.in.gov/fssa/hip/ Phone: 1-877-438-4479 All other Medicaid Website: http://www.indianamedicaid.com Phone 1-800-403-0864
IOWA – Medicaid and CHIP (Hawki)	MONTANA – Medicaid
Medicaid Website: https://dhs.iowa.gov/ime/members Medicaid Phone: 1-800-338-8366 Hawki Website: http://dhs.iowa.gov/Hawki Hawki Phone: 1-800-257-8563	Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIP Phone: 1-800-694-3084
KANSAS - Medicaid	NEBRASKA - Medicaid
Website: http://www.kdheks.gov/hcf/default.htm Phone: 1-800-792-4884	Website: http://www.ACCESSNebraska.ne.gov Phone: 1-855-632-7633 Lincoln: 402-473-7000 Omaha: 402-595-1178
KENTUCKY – Medicaid	NEVADA – Medicaid
Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website: <a href="https://chfs.ky.gov/agencies/dms/member/Pages/kihip">https://chfs.ky.gov/agencies/dms/member/Pages/kihip</a> p.aspx Phone: 1-855-459-6328 Email: <a href="mailto:KIHIPP.PROGRAM@ky.gov">KIHIPP.PROGRAM@ky.gov</a> KCHIP Website: <a href="mailto:https://kidshealth.ky.gov/Pages/index.aspx">https://kidshealth.ky.gov/Pages/index.aspx</a>	Medicaid Website: http://dhcfp.nv.gov Medicaid Phone: 1-800-992-0900
Phone: 1-877-524-4718  Kentucky Medicaid Website: https://chfs.ky.gov	
	NEW HAMPOIURE Madicald
Website: www.medicaid.la.gov or www.ldh.la.gov/lahipp Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)	NEW HAMPSHIRE – Medicaid  Website: https://www.dhhs.nh.gov/oii/hipp.htm  Phone: 603-271-5218  Phone for the HIPP program: 1-800-852-3345, ext 5218

MAINE - Medicaid	NEW JERSEY – Medicaid and CHIP
Website: http://www.maine.gov/dhhs/ofi/public-	Medicaid Website:
assistance/index.html	http://www.state.nj.us/humanservices/
Phone: 1-800-442-6003	dmahs/clients/medicaid/
TTY: Maine relay 711	Medicaid Phone: 609-631-2392
111. Maine relay 111	CHIP Website: http://www.njfamilycare.org/index.html
	CHIP Phone: 1-800-701-0710
	Of III 1 Hone: 1-000-701-0710
MASSACHUSETTS - Medicaid and CHIP	NEW YORK - Medicaid
Website:	Website:
http://www.mass.gov/eohhs/gov/departments/masshe	https://www.health.ny.gov/health_care/medicaid/
alth/	Phone: 1-800-541-2831
Phone: 1-800-862-4840	1 Holle: 1-000-041-2031
1 Hone. 1 000 002 4040	
MINNESOTA - Medicaid	NORTH CAROLINA - Medicaid
Website:	Website: https://medicaid.ncdhhs.gov/
https://mn.gov/dhs/people-we-serve/children-and-	Phone: 919-855-4100
families/health-care/health-care-programs/programs-	
and-services/medical-assistance.jsp [Under	
ELIGIBILITY tab, see "what if I have other health	
insurance?"]	
Phone: 1-800-657-3739	
MISSOURI - Medicaid	NORTH DAKOTA - Medicaid
Website:	Website:
http://www.dss.mo.gov/mhd/participants/pages/hipp.ht	http://www.nd.gov/dhs/services/medicalserv/medicaid/
m	Phone: 1-844-854-4825
Phone: 573-751-2005	
OKI AHOMA - Medicaid and CHIP	IITAH - Medicaid and CHIP
OKLAHOMA – Medicaid and CHIP	UTAH – Medicaid and CHIP
Website: http://www.insureoklahoma.org	Medicaid Website: https://medicaid.utah.gov/
	Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a> CHIP Website: <a href="http://health.utah.gov/chip">https://health.utah.gov/chip</a>
Website: http://www.insureoklahoma.org	Medicaid Website: https://medicaid.utah.gov/
Website: http://www.insureoklahoma.org	Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a> CHIP Website: <a href="http://health.utah.gov/chip">http://health.utah.gov/chip</a>
Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a> Phone: 1-888-365-3742	Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a> CHIP Website: <a href="http://health.utah.gov/chip">http://health.utah.gov/chip</a> Phone: 1-877-543-7669
Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a> Phone: 1-888-365-3742  OREGON – Medicaid	Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a> CHIP Website: <a href="http://health.utah.gov/chip">http://health.utah.gov/chip</a> Phone: 1-877-543-7669  VERMONT— Medicaid
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SOUTH DAKOTA - Medicaid	WISCONSIN – Medicaid and CHIP
Website: http://dss.sd.gov Phone: 1-888-828-0059	Website: <a href="https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf">https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf</a> Phone: 1-800-362-3002
TEXAS – Medicaid	WYOMING - Medicaid
Website: http://gethipptexas.com/ Phone: 1-800-440-0493	Website: https://wyequalitycare.acs-inc.com/ Phone: 307-777-7531

To see if any other states have added a premium assistance program since December 31, 2020, or for more information on special enrollment rights, contact either:

U.S. Department of Labor Services Employee Benefits Security Administration Services www.dol.gov/agencies/ebsa 1-866-444-EBSA (3272) U.S. Department of Health and Human Centers for Medicare & Medicaid 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.

# **Disability Plan Claims**

#### Claim Review

When a participant (or the participant's beneficiary, where applicable) files a claim with the insurance carrier, the participant's claim will be promptly evaluated. Within 45 days after the participant's claim has been received, the participant will be provided with:

- A written decision on the participant's claim; or
- A notice that the period to decide the participant's claim is being extended for 30 days.
   Before the end of this extension period, the participant will be sent:
- A written decision on the participant's claim; or
- A notice that the period to decide the participant's claim is being extended for an additional 30 days

If an extension is due to the participant's failure to provide information necessary to decide the claim, the extended time period for deciding the participant's claim will not begin until the participant provides the necessary information.

If the period to decide the participant's claim is extended, the participant will be notified of the following:

- The reasons for the extension;
- When it is expected that the decision on the participant's 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

If additional information is requested, the participant will have 45 days to provide the information. If the participant does not provide the requested information within 45 days, the participant's claim may be decided based on the information that has been received.

#### If a Claim Is Denied

If all or part of the participant's claim is denied, the participant will receive a written notice of denial containing:

- The specific reasons for the decision;
- Reference to the specific provisions of the plan documents on which the decision is based;
- A description of any additional information needed to support the participant's claim and an explanation of why it is needed;
- Information describing procedures and time limits to appeal the decision;
- Information concerning the participant's right to receive, free of charge upon request,
   copies of non-privileged documents and records relevant to the participant's claim;
- Any internal rule, guidelines, protocol or similar criterion relied on in making the decision; and
- A statement of the participant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination following an appeal

The notice of determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## Claims Appeal Procedure If a Claim Is Denied

If all or part of the participant's claim is denied, the participant may request an appeal. The participant must request a review of the denied claim in writing within 180 days after receiving notice of the denial. The participant's request should be sent to the address specified in the claims denial.

The participant may also send written comments or other items to support his or her claim. The participant may review and receive copies, free of charge, of any non-privileged information that is relevant to his or her request for an appeal. The participant may also request the names of medical or vocational experts who provided advice about his or her claim.

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. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person.

The appeal will include any written comments or other items the participant submits to support his or her claim.

The participant's claim will be promptly reviewed following receipt of all necessary information. Within 45 days after receipt of the participant's request for an appeal, the participant will be sent:

- A written decision on the appeal; or
- A notice that the review period is being extended for 45 days.

If the extension is due to the participant's failure to provide information necessary to decide the appeal, the extended time period for review of the participant's claim will not begin until the participant provides the necessary information. If the participant does not provide the requested information within 45 days, a decision on the review of the participant's claim may be based on the information that has been received.

If the review period is extended, the participant will be notified of the following:

- The reasons for the extension:
- When a decision on the participant's appeal is expected; and
- Any additional information needed to decide the participant's claim

If additional information is requested, the participant will have 45 days to provide the information. If the participant does not provide the requested information within 45 days, a decision on the review of the participant's claim may be based on the information that has been received.

Following the re-review, if all or part of the participant's claim is denied, he or she will receive a written notice of denial containing:

- The specific reasons for the decision;
- Reference to the specific provisions of the plan documents on which the decision is based;
- A statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the decision;
- Information concerning the participant's right to receive, free of charge, copies of nonprivileged documents and records relevant to the participant's claim upon request;
- A statement of the participant's right to bring a civil action under Section 502(a) of ERISA;
   and
- A statement that "The participant or the plan administrator may have other voluntary
  alternative dispute resolution options, such as mediation. One way for the participant to find
  out what may be available is to contact his or her local U.S. Department of Labor Office or
  state insurance regulatory agency."

The notice of determination may be provided in written or electronic form. Electronic notes will be provided in a form that complies with any applicable legal requirements.

# **Non-Disability Welfare Plan Claims**

### **Definitions**

- Claim: Any request for plan benefits made in accordance with the plan's claims filing procedures, including any request for a service that must be pre-approved.
- Urgent Care Claim: Any claim for medical care or treatment that has to be decided more
  quickly because the normal timeframes for decision-making could seriously jeopardize the
  participant's life or health or the participant's ability to regain maximum function, or in the
  opinion of a physician with knowledge of the participant's condition, could subject the
  participant to severe pain that cannot be adequately managed without the care or treatment
  addressed in the claim.
- Pre-service Claim: Any claim for a benefit other than an urgent care claim that must

be approved in advance of receiving medical care (for example, requests to pre-certify a hospital stay or for pre-approval under a utilization review program).

- Post-service Claim: Any other type of claim.
- Concurrent Care Decision: Any decision in which the plan after having previously approved an ongoing course of treatment provided over a period of time or a specific number of treatments subsequently reduces or terminates coverage for the treatments (other than by plan amendment or termination).
- Adverse Decision or Adverse Decision on Appeal: A denial, reduction, or termination of, or a failure to provide or make, payment (in whole or in part) for a benefit. An adverse decision includes a decision to deny benefits based on:
  - o An individual's being ineligible to participate in the plan;
  - Utilization review;
  - A service's being characterized as experimental or investigational or not medically necessary or appropriate; and
  - A concurrent care decision.
- Authorized Representative: An individual authorized to act on the participant's behalf in
  pursuing a claim or appeal in accordance with procedures established by the plan. For
  urgent care claims, a health care professional with knowledge of the participant's medical
  condition may act as an authorized representative. (A health care professional is a physician
  or other health care professional who is licensed, accredited, or certified to perform
  specified health services consistent with state law.) For information about appointing an
  authorized representative, contact Human Resources.

## Filing an Initial Claim

The participant must file a claim for benefits within the time specified by the benefit plan and in accordance with the plan's established claim procedures.

### **Insufficient Claims**

### **Improperly Filed Pre-Service Claims**

If a pre-service claim is incorrectly filed according to the plan's claim procedures, the participant will be notified as soon as possible, but no later than five days after the claim is received by the plan. If the incorrectly filed pre-service claim is an urgent care case, the participant will be notified

within 24 hours. Notice of an improperly filed pre-service claim may be provided orally — or in writing, if the participant requests so. The notice will identify the proper procedures to be followed in filing the claim.

In order to receive notice of an improperly filed pre-service claim, the participant or an authorized representative must have provided a communication regarding the claim to the person or organizational unit that customarily handles benefit matters for the plan. The communication must include:

- The identity of the claimant;
- A specific medical condition or symptom; and
- A request for approval for a specific treatment, service or product

### **Incomplete Urgent Care Claims**

If a properly filed urgent care claim is missing information needed for a coverage decision, the participant will be notified by the plan as soon as possible, but no later than 24 hours after the claim has been received by the plan. The participant will be notified of the specific information necessary to complete the claim. The participant will have a reasonable amount of time considering the circumstances (but not less than 48 hours) to provide the specific information. The plan will then provide notice of the claim decision as soon as possible, but no later than 48 hours after the earlier of the following:

- The date the plan receives the specified information; or
- The end of the additional time period given for providing the information

### **Notice of Benefits Determination**

After the participant's claim is reviewed by the plan, the participant will receive a notice of benefit determination within the timeframes specified below. For urgent care and pre-service claims, the participant will receive a notice of benefit determination whether or not the plan makes an adverse decision on the participant's claim. For post-service and concurrent care claims, the participant is entitled to receive a notice of benefit determination if the plan makes an adverse decision on, or denies, the participant's claim.

The timeframes for providing notice of a benefit determination generally start when a written claim for benefits is received by the plan. Notice of a benefit determination may be provided in writing by in- hand, mail, or electronic delivery. However, in some urgent cases, the participant may first be

provided notice orally, which will be followed by written or electronic notice within three days. Note, "days" means calendar (not business) days. The timeframes for providing a notice of benefit determination are as follows:

- **Urgent Care Claims:** As soon as possible considering the medical urgency, but no later than 72 hours after the plan receives the participant's claim.
- Pre-service Claims: Within a reasonable period of time appropriate to the medical circumstances, but no later than 15 days after the plan receives the participant's claim. This timeframe may be extended for up to 15 days for matters beyond the plan's control.
- **Post-service Claims:** In the case of an adverse decision, within a reasonable period of time, but no later than 30 days after the plan receives participant's claim. This timeframe may be extended for up to 15 days for matters beyond the plan's control.
- Concurrent Care Decisions: If an ongoing course of treatment will be reduced or terminated, the participant will be notified sufficiently in advance to provide an opportunity to appeal and obtain a decision on appeal before a benefit is reduced or terminated

If the participant requests an extension of ongoing treatment in an urgent circumstance, the participant will be notified as soon as possible given the medical urgency, but no later than 24 hours after the plan receives the claim — provided the claim is submitted to the plan at least 24 hours before the expiration of the prescribed time period or number of treatments.

If the participant requests an extension of ongoing treatment in a non-urgent circumstance, the request will be considered a new claim and decided according to post-service or pre-service timeframes, whichever applies.

For pre-service and post-service claims, the plan may extend the timeframe for making a decision on the participant's claim in certain cases. If an extension is necessary, the participant will be notified before the end of the initial timeframe (15 days for pre-service claims; 30 days for post-service claims) of the reasons for the delay and when the plan expects to make a decision. Further, if an extension is necessary because certain information was not submitted with the claim, the notice will describe the required information that is missing, and the participant will be given an additional period of at least 45 days after receiving the notice to furnish the information.

The plan's extension period will begin when the participant responds to the request for additional information. The plan will then notify the participant of the benefit determination within 15 days after a response is received.

## **Appeal of Adverse Decision**

If the participant disagrees with the decision on a claim, the participant (or an authorized representative) may file a written appeal with the plan within 180 days after receipt of the notice of adverse decision. If the participant does not appeal on time, the participant may lose the right to file suit in a state or federal court, as the participant will not have exhausted internal administrative appeal rights (which is generally a requirement before suing in state or federal court).

The participant should include the reasons he or she believes the claim was improperly denied, and all additional facts and documents the participant considers relevant in support of the appeal. The decision on the participant's appeal will consider all comments, documents, records, and other information submitted, even if they were not submitted or considered during the initial claim decision.

A new decision-maker will review the denied claim — the appeal will not be conducted by the individual who denied the initial claim or by that person's subordinate. The new decision-maker will not give deference to the original decision on the participant's claim. That is, the reviewer will give the claim a "fresh look" and make an independent decision about the claim.

If the participant's claim was denied based on medical judgment, the reviewer will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the claim. The health care professional will not be the same person (and will not be a subordinate of the person) who was consulted on the initial decision. (A medical judgment includes whether a treatment, drug or other item is experimental, investigational or not medically necessary or appropriate.) The plan will also identify any medical or other experts whose advice was obtained in considering the original decision on the claim, whether or not the plan relied on their advice.

For appeals of adverse benefit decisions involving urgent care claims, the plan will accept either oral or written requests for appeals for an expedited review. All necessary information may be transmitted between the plan and the participant or health plan providers by telephone, fax or other available expeditious methods.

#### **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 501(a) of ERISA, if applicable.

#### **Notice of Decision on Appeal**

After the participant's appeal is reviewed by the plan, the participant will receive a notice of decision on appeal within the timeframes specified below. The participant will receive a notice of decision on appeal whether or not the plan makes an adverse decision on the appeal. The timeframes for providing a notice of decision on appeal generally start when a written appeal is received by the plan. Notice of decision on appeal may be provided in writing through in-hand, mail, or electronic delivery. Urgent care decisions may be delivered by telephone, fax, or other expeditious methods. Note, "days" means calendar (not business) days. The timeframes for providing a notice of decision on appeal are as follows:

- Urgent Care Appeals: As soon as possible considering the medical urgency, no later than 72 hours after the plan receives the participant's appeal.
- Pre-service Appeals: Within a reasonable period of time appropriate to the medical circumstances, no later than 30 days after the plan receives participant's appeal.
- Post-service Appeals: Within a reasonable period of time appropriate to the medical circumstances, no later than 60 days after the plan receives participant's appeal.

#### A Participant's Right to Information

Upon request and free of charge, the participant has a right to reasonable access to and copies of all documents, records, and other information relevant to the plan's denial of a claim. Information is "relevant" information if it:

- Was relied upon in making the decision on participant's claim;
- Was submitted to, considered by, or generated by the plan in considering participant's claim;
- Demonstrates compliance with the plan's administrative processes for making claim decisions;
   Or
- In the case of a group health plan or a plan providing disability benefits, constitutes a

statement of policy or guidance with respect to the plan concerning the denied treatment option or benefit for the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

The participant is also entitled access to, and a copy of, any internal rule, guideline, protocol, or other similar criteria used as a basis for a decision on participant's denied claim upon request, free of charge. Similarly, if participant's claim is denied based on a determination involving a medical judgment, the participant is entitled to an explanation of the scientific or clinical reasons for that determination free of charge upon request. (A medical judgment includes whether a treatment, drug or other item is experimental, investigational or not medically necessary or appropriate.) In addition, if voluntary appeals or alternative dispute resolution options are available under the plan, the participant is entitled to receive information about the procedures for using these alternatives.

The participant can read the "ERISA Rights Statement" above for information on actions to take if the participant feels his or her rights to a benefit have been improperly denied.

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

The Health Insurance Portability and Accountability Act (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.

## **Adding New Dependents**

Under **HIPAA**, the participant has 31 days following marriage or the birth, adoption, or placement for adoption of a child to enroll a dependent in the health plans. The participant does not have to provide any medical or health information to enroll a dependent.

## **Continuing Health Care Coverage through COBRA**

A federal law called the Consolidated Omnibus Budget Reconciliation Act (COBRA) enables a participant and the participant's covered dependents to continue health insurance if coverage ceases due to a reduction of work hours or termination of employment (other than for gross misconduct). Federal law also enables a participant's dependents to continue health insurance if their coverage stops due to the participant's death; entitlement to Medicare; divorce; legal separation; or when the child no longer qualifies as an eligible dependent. The participant must elect coverage according to the rules of the Leidos healthcare plans. Continuation is subject to federal law, regulations, and interpretations.

In accordance with COBRA, a participant and his or her family have some important rights concerning the continuation of group health care benefits if that coverage ceases.

Some state laws may offer additional COBRA benefits. For more information, review the insured plan's Evidence of Coverage booklet.

#### Who Is Eligible For COBRA

- A covered participant who loses coverage due to termination (other than termination for gross misconduct) or reduction in work hours. Termination includes, for example, 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);
  - o The divorce or legal separation of the covered employee from his or her spouse;
  - o 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 HR Employee Services within 31 days of a divorce, legal separation, or child's losing dependent status.

## 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;
- 24 months in the case of military leave of absence;
- 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.

The participant must apply for this coverage continuation within 60 days from the date the participant's Leidos medical coverage terminates or the date of notification, whichever is later. The participant then has 45 days from the date he or she elected continued coverage to pay all of the premiums back to the date he or she would have lost plan coverage. The participant will be charged the plan's full cost of providing a continued coverage, plus an additional 2% administrative fee (102% of the premium). If the participant wants to continue coverage through COBRA, please contact the number indicated on the notification letter, or, if eligible due to divorce, legal separation, or loss of dependent status, contact HR Services for information and forms.

\*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) during the first 18 months of COBRA indicating the onset of the disability was within 60 days of losing coverage; and the Plan Administrator is informed of that within 60 days of receipt of the Notice of Award letter from Social Security by receiving a copy of that letter. A participant who qualifies for the disability extension will be charged the plan's full cost of providing a continued coverage, plus an additional 50% administrative fee (150% of the premium).

**Remember:** Participants must apply for continuation of coverage under COBRA within 60 days after receiving COBRA notification and enrollment information.

The following table summarizes COBRA benefits under the Leidos health care plans:

THE SITUATION:	OBTAINING INFORMATION:	WHO CAN BE COVERED:	HOW LONG COVERAGE CAN
			LAST:
The participant's employment with	It will be sent to the participant	The participant and	18 months
Leidos is terminated for reasons	automatically by Leidos' COBRA	the participant's	
other than gross	administrator	dependents	
misconduct			
There is a reduction in the	It will be sent to the participant	The participant and	18 months
participant's work hours to the	automatically by Leidos' COBRA	the participant's	
point where the participant no	administrator	dependents	
longer qualifies for benefits			
coverage			
The participant is disabled	The participant must notify	The participant and	29 months
according to Social Security	Leidos' COBRA administrator	the participant's	
		dependents	

THE SITUATION:	OBTAINING INFORMATION:	WHO CAN BE COVERED:	HOW LONG COVERAGE CAN LAST:
The participant dies	It will be sent to the covered dependents automatically by Leidos' COBRA administrator	The participant's currently covered dependents	36 months
The participant becomes divorced or legally separated	The participant must notify HR Employee Services; forms sent upon notice of ineligibility by Leidos' COBRA administrator	The participant's former spouse	36 months
The participant's dependent reaches age 26	The participant must notify Leidos Employee Services; forms sent upon notice of ineligibility	The participant's dependent	36 months

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

## **Privacy Notice**

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

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) impose 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 of the following plans:

- Healthy Focus Basic Plan
- Healthy Focus Essential Plan
- Healthy Focus Advantage Plan
- Healthy Focus Premier Plan

The plans are administered by Aetna and Anthem. The plans covered by this notice may share health information with each other to carry out treatment, payment, or health care operations. These plans are collectively referred to as the Plan in this notice, unless specified otherwise.

#### The Plan's Duties With Respect to Health Information About You

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan's legal duties and privacy practices with respect to your health information. If you participate in a fully insured plan option (such as an HMO plan) you will receive a notice directly from the Insurer. It's important to note that these rules apply 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 health plan.

#### **How the Plan May Use or Disclose Your Health Information**

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of healthcare treatment, payment activities, and health care operations. Here are some examples of what that might entail:

- 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 health information about you with physicians who are treating you.
- Payment includes activities by this Plan and its administrators, AETNA and ANTHEM, other
  plans, 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 other plans or providers) such as wellness and risk assessment programs, quality assessment and improvement activities, customer service, and internal grievance resolution. Health care operations also include vendor evaluations, credentialing, training, accreditation activities, underwriting, premium rating, arranging for medical review and audit activities, and business planning and development. For example, the Plan may use information about your claims to review the effectiveness of wellness programs.

The amount of health information 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.

#### **How the Plan May Use or Disclose Your Health Information**

For plan administration purposes, the Plan may disclose your health information without your written authorization to Leidos. Leidos may need your health information to administer benefits under the Plan. Leidos agrees not to use or disclose your health information other than as permitted or required by the Plan documents and by law. Benefits, Finance, and Human Resources staff are the only Leidos employees who will have access to your health information for plan administration functions.

Here's how additional information may be shared between the Plan and Leidos, as allowed under the HIPAA rules:

- The Plan, or its administrators, 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 from which names and other identifying information has been removed.
- The Plan, or its administrators, may disclose to Leidos information on whether an individual
  is eligible and/or participating in the Plan. This eligibility and/or participation disclosure is
  limited to Benefits and other Human Resources groups (as necessary toadminister
  benefits). No individual private health information is required for these purposes.

In addition, you should know that Leidos cannot and will not use health information obtained from the Plan for any employment-related actions. However, health information collected by Leidos from other sources, for example under the Family and Medical Leave Act, Americans with Disabilities Act, or workers' compensation is not protected under HIPAA (although this type of information may be protected under other federal or state laws).

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

In certain cases, your personal health information may be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information describing your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You'll generally be given the chance to agree or object to these disclosures (although exceptions may be made if

you are not present or if you are incapacitated).

The Plan may also use or disclose your personal health information 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.
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 activity.
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 your health information and treatment of the information during a research project.
Health oversight activities	Disclosures to health 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.

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.
	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 rule.

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.

#### **Your Individual Rights**

You have the following rights with respect to your health information the Plan maintains. These rights are subject to certain limitations, as discussed below. This section of the notice describes how you may exercise each individual right. See the table at the end of this notice for information on how to submit requests.

# 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 have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You also have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death - or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing.

The Plan is not required to agree to a requested restriction. And 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 health information created or received after you're notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

#### Right to Receive Confidential Communications of Your Health Information

If you think that disclosure of your health information by the usual means could endanger you in

some way, the Plan will accommodate reasonable requests to receive communications of health information from the Plan by alternative means or at alternative locations.

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 Health Information

With certain exceptions, you have the right to inspect or obtain a copy of your health information in a "Designated Record Set." This may include medical and billing records maintained for a health care provider; enrollment, payment, claims adjudication, and case or medical management record systems maintained by a plan; or a group of records the Plan uses to make decisions about individuals. 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, although in certain circumstances you may 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 (60 days if the health information is not accessible onsite), 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

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, 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 health information but knows where it is maintained, you will be informed of where to direct your request.

### Right to Amend Your Health Information 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, your request may be denied if the health information is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), 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).

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 Health Information

You have the right to a list of certain disclosures the Plan has made of your health information. This is often referred to as an "accounting of disclosures." You generally may receive an accounting of disclosures if the disclosure is required by law, in connection with public health activities, or in similar situations (as listed in the table earlier in this notice), unless otherwise indicated below.

You may receive information on disclosures of your health information going back for six (6) years from the date of 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 health information;
- 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" (health information that excludes certain identifying information)

In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official. If you want to exercise this right, 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.

### Right to Obtain a Paper Copy of This Notice from the Plan 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.

#### 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 health information that was previously created or received, not just health information 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

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 HR Services 855-553-4367, option #3.

## **Health Plan Regulations**

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, includinglymphedemas

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, 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.

## **Selection of Primary Care Provider**

The plan generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the plan administrator for your group medical benefit, as listed at the end of this SPD.

You do not need prior authorization for the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professionals, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contract the plan administrator for your group medical benefit, as listed at the end of this SPD.

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

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 counts toward 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 **HR Services**.

## **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 health care plan and another plan:

- Releasing and Obtaining Information
- Subrogation
- Recovery of Overpayment

## **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" 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, medpay, 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.

The Plan shall have a first priority lien for the first dollars paid or payable by any third party with respect to an illness, injury, or condition of the participant or dependent for which such third party is, or may be held,

liable or legally responsible. The amount of such lien will equal the lesser of: (i) the amount of benefits paid by Plan for the illness, injury, or condition, plus the amount of all future benefits which may become payable under the Plan due to the illness, injury, or condition, or (ii) the amount recoverable from the third party.

## **Reimbursement from Third Party Recoveries**

The participant or dependent agrees to repay the Plan first from any money or other benefit recovered from the third 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. 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 seeming 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 participant and dependent 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 participant's and dependent'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 a participant or dependent or paid on behalf of a participant or dependent, or on behalf of the estate of any participant or dependent.

The participant or dependent agrees to cooperate fully in asserting the Plan's subrogation and recovery rights against the third party. The participant, dependent, or his or her 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.

### **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: due to the participant's or dependent's own negligence; due to the participant's or
  dependent's not being made whole; or 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, and 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 participant or dependent to cooperate with the Plan in the exercise of these rights may also result, at the discretion of the Plan, in a denial or reduction of future benefit payments available to a participant or dependent 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 your behalf. In such a circumstance, it may then be your obligation to pay the provider the full billed amount, and the Plan will not have any obligation to pay the provider or reimburse you.

## **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 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. 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 may reduce or deny 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.

## **Plan Administrative Information**

Important administrative information for each Leidos benefit plan is described in this section. For a comprehensive contact information list, go to **Contact Information**.

## **Self-Insured Medical Plans**

Leidos Benefit Plan:	<ul> <li>Healthy Focus Basic Plan</li> <li>Healthy Focus Essential Plan</li> <li>Healthy Focus Advantage Plan</li> <li>Healthy Focus Premier Plan</li> </ul>
Type of Plan:	Group health plans
Plan Sponsor:	Leidos Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
Plan Sponsor Employer Identification No.:	95-3630868
Plan Administrator:	Leidos Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
Group Number:	Aetna – 698685
Plan Number:	501
Agent for Service of Legal Process:	Legal process may be served on the Plan Administrator at the address specified above.
Plan Year:	January 1 – December 31
Funding:	The plans are self-funded and self-administered by Leidos. Leidos and participants share the cost of coverage.
Claims Administrators:	Aetna Life Insurance Company PO Box 981106 EI Paso TX, 79998-1106 800-843-9126  Express Scripts P.O. Box 14711 Lexington, KY 40512 877-223-4721

## **Dental PPO Plans**

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

## **Vision Plans**

Leidos Benefit Plan:	Vision Plans
Type of Plan:	Group vision plan
Plan Sponsor:	Leidos Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
Plan Sponsor Employer Identification Number:	95-3630868
Plan Administrator:	Vision Service Plan
	3333 Quality Drive
	Rancho Cordova, CA 95670
	800-852-7600
Group Number:	12180678
Plan Number:	514
Agent for Service of Legal Process:	Legal process may be served on the Plan Administrator at the address specified above.
Plan Year:	January 1 – December 31
Funding:	Fully insured. Participants pay the full cost of coverage. To be covered by benefits, participants make pre-tax contributions.
Claims Administrators:	Vision Service Plan P.O. Box 385018 Birmingham, AL 35238-5018 800-852-7600

## **Life and AD&D Insurance Plans**

Leidos Benefit Plan:	Basic Term Life Insurance, Group Universal Life Insurance,
	Basic AD&D Insurance, and Voluntary AD&D Insurance
Type of Plan:	Group term life insurance plans
Plan Sponsor:	Leidos Attn: Corporate Benefits 1750 Presidents Street
	Reston, VA 20190
Plan Sponsor Employer Identification	95-3630868
Number:	
Plan Administrator:	Life Insurance:
	Prudential Insurance Company of America
	P.O. Box 8517
	Philadelphia, PA 19176
	Accidental Death & Dismemberment Insurance:
	Life Insurance Company of North America
	1601 Chestnut
	Philadelphia, PA 19192-2235
Policy Number:	Life Ins: Control #52844 AD&D: OK 819515
Agent for Service of Legal Process:	Legal process may be served on the Plan Administrator at the
	address specified above.
Plan Year:	January 1 – December 31
Funding:	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.
Claims Administrators:	Life Insurance:
	Prudential Insurance Company of America
	P.O. Box 8517 Philadelphia, PA 19176
	Accidental Death & Dismemberment Insurance:
	Life Insurance Company of North America
	1601 Chestnut
	Philadelphia, PA 19192-2235

## **Business Travel AccidentInsurance**

Leidos Benefit Plan:	Business Travel Accident Insurance
Type of Plan:	Group business travel accident insurance plans
Plan Sponsor:	Leidos Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
Plan Sponsor Employer Identification	95-3630868
Number:	
Plan Administrator:	Life Insurance Company of North America 1601 Chestnut
	Philadelphia, PA 19192-2235
Policy Number:	ABL-65 86 41
Agent for Service of Legal Process:	Legal process may be served on the Plan Administrator at
	the address specified above.
Plan Year:	January 1 – December 31
Funding:	Fully insured. Leidos pays the full cost of Business Travel Accident Insurance.
Claims Administrators:	CIGNA Life Insurance
	1601 Chestnut Philadelphia, PA 19192-2235
Claim Forms:	Claim forms are available from HR Employee Services. Completed claim forms, along with supporting documentation should be submitted directly to HR Services P.O. Box 2502 Oak Ridge, TN 37831

# **Short-Term Disability Plan**

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

## **Long-Term Disability Plan**

Leidos Benefit Plan:	Long-Term Disability Insurance
Type of Plan:	Disability plan
Plan Sponsor:	Leidos Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
Plan Sponsor Employer Identification Number:	95-3630868
Plan Administrator:	Life Insurance Company of North America
	1601 Chestnut
	Philadelphia, PA 19192-2235
Plan Number:	LK-980003
Agent for Service of Legal Process:	Legal process may be served on the Plan Administrator at
	the address specified above.
Plan Year:	January 1 – December 31
Funding:	Fully insured. If elected, employees pay the full cost of Long- Term Disability Insurance.
Claims Administrators:	Life Insurance Company of North America
	1601 Chestnut
	Philadelphia, PA 19192-2235
-	Long- Term Disability Insurance.  Life Insurance Company of North America 1601 Chestnut

## **Flexible Spending Accounts**

Leidos Benefit Plan:	Health Care Flexible Spending Account and Dependent (Day) Care Flexible Spending
	Account
Type of Plan:	Group health and welfare plans
Plan Sponsor:	Leidos Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
Plan Sponsor Employer Identification Number:	95-3630868
Plan Administrator:	Leidos Attn: Corporate Benefits 1750 Presidents Street Reston, VA 20190
Plan Manager:	HealthEquity 15 W. Scenic Pointe Drive
	Suite 100 Draper, UT 84020 Customer Service: 1-844-373-6981 healthequity.com
Agent for Service of Legal Process:	Legal process may be served on the Plan Administrator at the address specified above.
Plan Year:	January 1 – December 31
Funding:	Self-funded. Benefits are funded with voluntary pre-tax contributions made by enrolled participants.
Claims Administrators:	HealthEquity 15 W. Scenic Pointe Drive Suite 100
	Draper, UT 84020 Customer Service: 1-844-373-6981 healthequity.com