

The Long Term Disability (“LTD”) Plan provides you with protection against complete loss of income during a long period of absence because of a disabling illness or injury. **Please note that the Employer reserves the right to amend or terminate this Long Term Disability Plan at any time and for any reason.**

**WHO IS ELIGIBLE FOR THE LONG TERM DISABILITY PLAN?**

**Active Employees**

All regular employees of Brookhaven Science Associates, LLC (the “Employer”), including Expatriate Employees, who work at least 20 hours per week are eligible to participate in the LTD Plan upon completion of one year of Continuous Active Employment.

An employee is a “regular employee” if he/she is classified and treated for federal income tax purposes by the Employer as a regular full-time or regular part-time employee of the Employer (as opposed to a temporary, seasonal or casual employee, intern, independent contractor or consultant, agency worker or leased employee) even if the Employer’s classification is later determined to be incorrect.

**Ineligible Employees**

The following employees are not eligible for the Long Term Disability Plan:

- Employees who are resident undocumented aliens;
- Employees whose terms of employment are covered by a collective bargaining agreement to which the Employer is a party, unless the collective bargaining agreement provides otherwise;
- Employees living or working in a country subject to the sanctions program administered by the U.S. Treasury Department’s Office of Foreign Asset Control;
- Employees living or working in a country not meeting the insurer’s published underwriting criteria; and
- Effective May 1, 2020, employees in a job location outside of the United States who are not a United States citizen or taxpayer (*i.e.*, employees who do not have, or have not provided us with, a United States Social Security Number or federal taxpayer identification number).

**ENROLLMENT**

Eligible employees will be automatically enrolled for LTD Plan coverage on their date of hire. Your coverage will be effective upon completion of one year of Continuous Active Employment. You must be in active employment status for coverage to become effective.

<b>Class</b>	<b>Description</b>	<b>Eligibility Waiting Period</b>	<b>Maximum Monthly Benefit</b>
Class 1	All active full-time Employees who are grades M5 to M8 and not members of the IBEW, SPFPA and USW unions	None – Coverage is effective on date of hire	\$23,000

Class 2	All full-time active Employees who belong to the IBEW union – firefighters	1 year of continuous Active Employment	\$20,000
Class 3	All full-time active Employees who belong to the SPFPA union	1 year of continuous Active Employment	\$20,000
Class 4	All full-time active Employees belonging to the IBEW union-non-firefighters, USW, and non-union Employees excluding grades M5 to M8 and SPFPA union	1 year of continuous Active Employment	\$20,000

## **ELIGIBILITY FOR BENEFITS**

### **Disability Benefit**

You will receive monthly LTD Plan benefits if you:

- Become Totally Disabled while covered under the policy;
- Remain Totally Disabled and under the regular care of a physician throughout the Elimination Period;
- Remain Totally Disabled and under the regular care of a physician beyond the Elimination Period; and
- Submit a proof of loss to and have your claim approved by Lincoln Financial.

### **Recurrent Disability**

**During the Elimination Period.** If you recover but become Totally Disabled again, your disability will be treated as continuous if you return to work on an intermittent and/or consecutive basis and as an active employee for a total of ninety days or less. The days you are not Totally Disabled will not count toward your Elimination Period.

**After the Elimination Period.** If you recover and return to work as an active employee and then become Totally Disabled within 6 months of your return, and the disability is due to the same or related cause, the period of disability prior to your return to work and the recurrent disability will be considered one period of disability.

If you return to work as an active employee for 6 months or more, any recurrence of disability will be treated as a new disability, subject to a new Elimination Period and a new Maximum Period of Benefits.

### **Disabilities Not Covered**

The LTD Plan does not cover any disabilities caused by, contributed to, or resulting from your:

- Disability due to war, declared or undeclared, or any act of war; or
- Intentionally self-inflicted injuries; or
- Active participation in a riot; or
- Active participation in a felony; or

- Cosmetic surgery unless such surgery is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part in connection with an injury or sickness sustained while you are covered under this plan.

### **Length of Coverage**

If you become Totally Disabled, you may be eligible to receive monthly benefit payments for up to 2 years. However, if you continue to be Totally Disabled and if your disability prevents you from engaging in any occupation for which you are qualified by training, education, or experience, benefit payments will continue beyond the 2-year period until you are no longer Totally Disabled, or as indicated in the following schedule:

### **Maximum Period of Benefits**

<b>Your Age on Date Disablement Begins</b>	<b>Your Maximum Benefits Duration</b>
Under age 61	To your NRA*, but not less than 60 months
Age 61	To your NRA*, but not less than 48 months
Age 62	To your NRA*, but not less than 42 months
Age 63	To your NRA*, but not less than 36 months
Age 64	To your NRA*, but not less than 30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

\*Normal Retirement Age

LTD Plan benefits cease on the date you cease to be Totally Disabled.

### **When Payments End**

Your benefit payments will end on the earliest of the following dates or as otherwise provided in this booklet or in the Certificate of Insurance:

- The date you are no longer Totally Disabled;
- The date you fail to furnish a proof of loss or refuse the Insurance Company's request to submit to an examination by a physician;
- The date you are no longer under the regular care of a physician;
- The date of your death;
- The date you refuse to receive recommended treatment to cure, correct or limit the disabling condition;
- The last day benefits are payable according to the Maximum Period of Benefits table above;
- The date you refuse to participate in a rehabilitation program; or
- The date you refuse to cooperate with or try portable adaptive equipment that may help you remain at work or return to work.

## LTD PLAN BENEFITS

If you become Totally Disabled and entitled to a benefit under the LTD Plan, after satisfying the Elimination Period, you will receive monthly income payments equal to sixty percent (60%) of your monthly full-time or part-time Base Salary.

The minimum monthly benefit is \$100.

The maximum monthly benefit applicable to Class 1 is \$23,000.

The maximum monthly benefit applicable to Classes 2, 3, and 4 is \$20,000.

### Reductions in Monthly Payment

Your gross monthly income payments will be reduced by the amounts you receive from certain sources of income provided to you as a benefit for the loss of income, including any:

- Temporary disability, permanent disability or impairment benefits under a workers' compensation law, the Jones Act, an occupational disease law or any other act or law with similar intent;
- Governmental law or program that provides disability or unemployment benefits as a result of your job with your Employer;
- Plan or arrangement of coverage, whether insured or not, which is received from your Employer as a result of employment by or association with your Employer or which is the result of membership in or association with any group, association, union or other organization;
- Disability benefits that you are eligible to receive because of your disability, or retirement benefits that you receive because of your retirement unless you were receiving them prior to becoming disabled, under:
  - The United States Social Security Act or alternative plan offered by a state or municipal government;
  - The Railroad Retirement Act;
  - The Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - Any similar plan or act.
- Disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - That begins after you become disabled; or
  - That you were receiving before becoming disabled, but only as to the amount of any increase in the benefit attributed to your disability.
- Disability benefits under your employer's retirement plan, if you elect early retirement or such benefits do not reduce the amount of your accrued annuity or pension benefits then funded;
- Retirement benefit from a retirement plan that is wholly or partially funded by employer contributions (except the Brookhaven Science Associates, LLC Retirement Plan and the Brookhaven Science Associates, LLC 401(k) Plan), unless:
  - You were receiving it prior to becoming disabled;
  - You immediately transfer the payment to another plan qualified by the IRS for the funding of a future retirement; or
  - The retirement benefit was funded by your after-tax contributions.

- The amount identified as earnings replacement or disability income benefits that you receive, due to your disability, from a third party by judgment, settlement or otherwise; or
- The amount of loss of time benefits that you receive or are entitled to receive under any accumulated sick leave, to the extent that your total monthly benefits exceed or would exceed 100% of your monthly earnings.

However, if you continue to be disabled after receiving LTD Plan benefits for 24 months or after obtaining age 65, and you elect to receive retirement plan benefits, this will not cause a reduction in your LTD Plan benefits.

### **Reduction in Benefits Due to Earnings**

The monthly LTD Plan benefits for any month during which you are Totally Disabled will be reduced and will take into account the amount you earn through work during that month.

### **Contributions to the Retirement Plan**

If you were a participant in the Retirement Plan before becoming Totally Disabled, monthly contributions will be made by the Insurance Company to the Retirement Plan as long as you qualify for LTD Plan benefit payments.

The monthly contribution to the Retirement Plan will equal one-twelfth of the total of the following: 12.5% of your annual Base Salary that is taxable under the Social Security Act on the day prior to the day you become eligible to receive LTD Plan benefits and 17.5% of the remaining amount of your annual Base Salary.

### **Rehabilitation**

The Insurance Company has a rehabilitation program available. The Insurance Company will contact you if, upon review of your information, you qualify to participate. If you participate in a rehabilitation program approved by the Insurance Company, you may qualify for an additional benefit equal to the lesser of: (a) 5% of your monthly benefit; or (b) the maximum monthly benefit.

### **Survivor Benefit**

The Insurance Company may pay a survivor benefit to your surviving spouse or domestic partner or surviving children if you were receiving a monthly LTD Plan benefit at the time of your death. The Insurance Company must receive proof of your death within one year of the date of your death.

Your survivor will be paid a lump sum benefit equal to 3 times your last monthly benefit.

Your surviving spouse means your opposite-sex spouse, or your same-sex spouse in a marriage validly performed in a state that recognizes same-sex marriages, who was not legally separated or divorced from you when you died. Spouse also means your domestic partner if you have executed a domestic partner affidavit acceptable to Lincoln Financial.

Your surviving children are your unmarried children, step-children, legally-adopted children, your domestic partner's children or children for whom you have legal guardianship, who, on the date you die, are primarily dependent on you for support and maintenance and who are under

age 25. Surviving children also means any other children who are related to you by blood or marriage or domestic partnership and who live with you in a regular parent-child relationship and were eligible to be claimed as dependents on your federal income tax return for the last tax year prior to your death.

If the survivor benefit is payable to the insured person's children, payment will be made in equal shares to the children, including step children and legally adopted children. However, if any of said children are minors or incapacitated, payment will be made on their behalf to the court appointed guardian of the children's property. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

If there is no eligible survivor, the benefit is payable to the estate.

If an overpayment is due to the Insurance Company at the time of the insured person's death, the benefit payable under this provision will be applied toward satisfying the overpayment.

### **Changes in the Amount of LTD Plan Coverage**

Any change in the amount of your LTD Plan coverage due to a change in your Base Salary will become effective on the date your Base Salary changes.

### **Social Security Benefits**

You are required to file for Social Security benefits if you are disabled within 60 days from the date the Insurance Company requests you to apply. If you are covered under the Federal Social Security Act for disability or Old Age Benefits, you will be assumed to be receiving such benefits. The level of such benefits will be estimated by the Insurance Company. Your monthly LTD Plan benefits will be reduced by the amount of such estimated benefits unless you have applied and, if denied for benefits, reapplied and been denied. Upon proof of the actual benefit amount, the Insurance Company will adjust your LTD Plan benefits accordingly.

## **CLAIMS**

### **How to File a Claim**

To file a claim for LTD Plan benefits, you must notify the BSA Benefits Office after you have been disabled for three consecutive months. The BSA Benefits Office will contact Lincoln Financial and notify them to send you LTD Plan information. Lincoln Financial will assign you a claims analyst who will send you the required forms for you and your treating physician to complete.

Mail or fax your forms directly to Lincoln Financial at:

Lincoln Financial  
Group Market Disability Claims  
P.O. Box 7211  
London, KY 40742-6118

Telephone: (800) 210-0268  
Fax: (603) 422-0117

If written proof of disability or loss is not given within this time, you may still receive benefits if it was not possible to give proof within the required time and proof is given as soon as possible.

## Questions About Claims

For more information regarding claims and appeals, call Lincoln Financial at (800) 210-0268 or refer to Lincoln Financial's Certificate of Insurance, available at the following website: <https://www.bnl.gov/hr/Benefits/docs/required/LTD-Insurance-Certificate.pdf>. You may also contact the BSA Benefits Office at (631) 344-7516.

## How to Appeal a Claim

If your claim is denied, you will receive a written notice of the denial from the Insurance Company. The notice of denial will include:

- The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim;
- A statement describing any voluntary appeal procedures offered by the Insurance Company and your right to obtain the information about such procedures, and a statement of your right to bring action under ERISA, including any applicable contractual limitations period that applies to your right to bring such an action and the calendar date on which the contractual limitations period expires;
- Either the specific internal rules, guidelines, protocols, standard or other similar criteria of the plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
- If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request;
- If applicable, the reason for not following the views of the treating professional, medical or vocational experts, or a disability determination by the Social Security Administration;
- A statement that you are entitled, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim; and
- Notice in a culturally and linguistically appropriate manner.

You, or your authorized representative, may appeal a denied claim within 180 days after you receive the Insurance Company's notice of denial. You have the right to:

- Submit to the insurance company, for review, written comments, documents, records, and other information relating to the claim;
- Request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
- A review that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision;

- A review that does not afford deference to the initial adverse decision and which is conducted neither by the individual who made the adverse decision nor the person's subordinate;
- If the appeal involves an adverse decision based on medical judgment, a review of your claim by a health care professional who had appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the adverse decision nor the subordinate of any such individual;
- The identification of medical or vocational experts, if any, consulted in connection with the claim denial, without regard to whether the advice was relied upon in making the decision; and
- A review and reasonable opportunity to respond to any new or additional evidence considered, relied upon, or generated, or any new or additional rationale in support of an adverse decision, before an adverse decision is rendered.

## **COST OF THE PLAN**

### **Employee Premiums**

When you participate in the LTD Plan, you are required to pay monthly premiums for such coverage equal to \$0.431 per \$100 of annual Base Salary. You will not be required to pay any premiums after the Elimination Period and for as long as LTD Plan benefits are payable to you.

## **OTHER INSURANCE COVERAGES WHILE ON LTD**

### **Medical Coverage**

As long as you continue to qualify for LTD Plan benefits and were enrolled in the Medical Plan immediately prior to your disability, you and your eligible dependents will be provided with Medical Plan coverage by paying the required premiums. This coverage will cease when LTD Plan benefits cease.

### **Life Insurance and AD&D Insurance Coverages**

As long as you continue to qualify for LTD Plan benefits and were enrolled in the Employee Supplemental Life Insurance, Spouse or Domestic Partner Supplemental Life Insurance, Dependent Child Supplemental Life Insurance, Employee Supplemental AD&D Insurance or Spouse or Domestic Partner Supplemental AD&D Insurance Plans immediately prior to your disability, you can continue with these coverages by paying the required premiums. These coverages will cease when LTD Plan benefits cease or when you cease paying the required premiums. Conversion coverage to individual policies for Life Insurance will be offered at that time.

Life Insurance coverage will be the amount in force on the day immediately preceding the day you become eligible to receive LTD Plan benefits. Employee Basic Life Insurance, Employee Supplemental Life Insurance and Spouse or Domestic Partner Supplemental Life Insurance coverage amounts will reduce at age 65 or over in accordance with the provisions of the Employer's Life Insurance Plan. See Life Insurance summary plan description section on Reduction in Coverage Due to Attainment of Age 65 or Older.

Coverage for Employee Basic Life Insurance and Employee Basic AD&D Insurance will continue and will be paid by BSA as long as you continue to qualify for LTD Plan benefits and were enrolled in the Employer's Life and Accidental Death and Dismemberment (AD&D) Insurance Plan immediately prior to your disability. This coverage will cease when LTD Plan benefits cease and you will be offered conversion coverage to an individual policy for the Employee Basic Life Insurance. The Employee Basic AD&D Insurance will terminate when LTD Plan benefits cease, and conversion coverage is not available.

If you were enrolled in the Employee Supplemental AD&D Insurance and/or Spouse or Domestic Partner AD&D Insurance, these coverages will end when LTD Plan benefits cease. Conversion coverage is not available.

### **Dental Coverage**

As long as you continue to qualify for LTD Plan benefits and were enrolled in the Dental Plan immediately prior to your disability, you and your eligible dependents will be provided with Dental Plan coverage by paying the required premiums. This coverage will cease when LTD Plan benefits cease.

## **DEFINITIONS**

### **Base Salary**

Base Salary means your actual Base Salary on the day immediately preceding the day you become eligible to receive LTD Plan benefits. It does not include overtime, shift or holiday premium, bonus or any other forms of compensation. For active full-time employees who are Security Police Officers 1s, Sergeants and Security Officer of the Laboratory Police Group (excluding Captains, Lieutenants, clerical employees, professional employees and all other employees and supervisors) as these terms are used in the collective bargaining agreement for the SPFPA union, Base Salary means 110% of your actual Base Salary on the day immediately preceding the day you become eligible to receive LTD Plan benefits, not including overtime, shift or holiday premium, bonus or any other forms of compensation. For active full-time employees who are Firefighters and whose terms of employment are covered by a collective bargaining agreement with the IBEW union, Base Salary means annual salary reflected as Annual Benefits Base Rate as defined for purposes of the collective bargaining agreement. For part-time employees, Base Salary is based on the part-time basic rate of pay.

An increase in Base Salary will not be recognized under this LTD Plan if it occurs between separate periods of Total Disability which are considered one period of disability for LTD Plan benefits.

### **Continuous Active Employment**

Continuous Active Employment means active service from your most recent hire date. Service performed prior to a break in employment is not included in Continuous Active Employment. Continuous Active Employment will be reduced by periods on approved Leave of Absence. Continuous Active Employment shall include continuous service, if any, with Associated Universities, Inc., Battelle Memorial Institute (including, for employees hired on or after January 1, 2010, with Battelle-related entities, excluding Department of Energy Laboratories managed by Battelle), Research Foundation of the State University of New York or the State University of New

York at Stony Brook immediately prior to a transfer of employment to Brookhaven Science Associates, LLC.

### **Elimination Period**

The Elimination Period is 180 days.

### **Expatriate Employee**

An employee is an “expatriate” employee if he or she is a citizen or legal resident of the United States living and working on temporary assignment outside of the United States, its territories and protectorates.

### **Insurance Company**

Lincoln Financial as of January 1, 2015. You may contact Lincoln Financial at:

Group Market Disability Claims  
Liberty Life Assurance Company of Boston  
P.O. Box 7211  
London, KY 40742-7211

Telephone: (800) 210-0268

### **Normal Retirement Age**

Your Normal Retirement Age is your retirement age under the Social Security Act where retirement age depends on your year of birth.

### **Retirement Plan**

The Retirement Plan is the Brookhaven Science Associates, LLC Retirement Plan.

### **Salary Grade**

The salary schedule assigned to the employee by the Employer.

### **Totally Disabled**

You will be considered Totally Disabled if, because of injury or illness, you are unable to perform one or more of the Essential Duties of your regular occupation during the Elimination Period and are under the regular care of a doctor. After monthly LTD Plan benefits have been paid for twenty-four months, you will be considered Totally Disabled if, because of injury or illness, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience and are under the regular care of a doctor.

Essential Duty is defined as:

- Substantial, not incidental
- Fundamental or inherent to the occupation and
- Cannot be reasonably omitted or changed.

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

## **MISCELLANEOUS**

### **Certificate of Insurance**

In the event any information contained herein conflicts with Lincoln Financial's Certificate of Insurance, the terms of Lincoln Financial's Certificate of Insurance shall govern.

### **Leave of Absence**

If you are on an approved Leave of Absence, you may continue your LTD Plan coverage during the term of the approved leave from the starting date of your leave by paying the required active employee premiums.

Continuation of insurance is not allowed while on leave for other employment if (1) the other employer offers coverage or (2) the other employer is an agency or prime contractor of the federal government that will cover the employee under its insurance program.

### **Overpayment**

If you are overpaid LTD benefits, you will be required to repay such amounts within 30 days. The Insurance Company will determine the method of repayment.

## **TERMINATION OF COVERAGE**

LTD Plan coverage will cease on the earlier of:

- The date the Employer's contract with the Insurance Company ends;
- The date you are no longer eligible for coverage;
- The date any required premium payment is due but is unpaid;
- The last day of the period for which you make any required premium contribution;
- The date you are no longer employed; or
- The date the Employer discontinues the Plan.

## GENERAL INFORMATION

<b>Name of Plan:</b>	Brookhaven Science Associates, LLC Comprehensive Welfare Benefits Plan
<b>Type of Benefit:</b>	This benefit is a welfare plan that provides protection against complete loss of income during a long period of absence because of a disabling illness or injury.
<b>Name, address, and telephone number of the Plan Sponsor and Plan Administrator:</b>  The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. Benefits under the Plan shall be paid only if the Plan Administrator, or its delegate, in its sole discretion determines that a Participant is entitled thereto. The Plan Administrator has delegated the discretionary authority to make benefit determinations to the Third Party Administrator.	Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000 (631) 344-8000
<b>Agent for Service of Legal Process:</b>	General Counsel Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000
<b>Plan Sponsor's federal tax identification number:</b>	11-3403915
<b>Plan Number:</b>	501
<b>Plan Year:</b>	January - December
<b>Type of Funding:</b>	This benefit is insured by Lincoln Financial.
<b>Source of Funds:</b>	This benefit is paid for by a combination of employer and employee premiums.

<b>Type of Administration:</b>	Lincoln Financial provides claims administration and other services through an insurance policy.
<b>Benefit and Claims Administrator:</b>	Lincoln Financial Group Market Disability Claims PO Box 7211 London, KY 40742-7211 (800) 210-0268

### **PRIVACY OF INFORMATION**

Your protected health information will not be disclosed without your written authorization, unless such disclosure is permitted by law. Protected health information is individually identifiable information that is maintained relating to the provision of your health care, such as your medical records, claims payment information, and health care visit and treatment patterns.

### **YOUR RIGHTS UNDER ERISA**

As a participant in the plans, you 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 Your Plans and Benefits**

- Examine without charge, at the Plan Administrator’s office, all documents governing the plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

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

## **Enforce Your Rights**

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

## **Assistance With Your Questions**

- If you have any questions about your plans, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**This information is intended to provide only a summary of BSA's benefits program. Nothing contained herein should be construed as a promise of employment or continued employment, or to constitute contractual obligations. If questions arise, official plan documents and insurance agreements are controlling and govern final determination of benefits consistent with applicable laws and regulations.**

**Addendum to the  
Brookhaven Science Associates, LLC  
Long Term Disability Plan Summary Plan Description**

**Extension of Deadlines Due to COVID-19 Emergency**

**01-01-2021**

In accordance with joint guidance issued by the Department of Labor and Internal Revenue Service regarding the COVID-19 National Emergency, you have additional time to take certain actions available under the Long Term Disability Plan during the “Outbreak Period.” The Outbreak Period is the period from March 1, 2020 (the start of the COVID-19 National Emergency) and ending 60 days after the end of the National Emergency. These actions include:

- Filing a claim for plan benefits (page 6 of the SPD)
- Appealing a claim denial (page 7 of the SPD)

Your extended deadline for taking any of the above actions is measured from the earlier of:

- One year from the original start date; or
- 60 days after the announced end of the COVID-19 National Emergency.

Your extended deadline will not, however, be more than 1 year after the original deadline.

Example: Assume your 180-day period to appeal a denial would (but for the COVID-19 National Emergency) start on January 1, 2021 and end on June 30, 2021. Under this special extension, your 180-day appeal period does not start running until the earlier of January 1, 2022 or 60 days after the end of the COVID-19 National Emergency. The latest date your appeal will be due, however, is one-year from the original deadline (June 30, 2022 in this example).

If you have concerns about this Addendum or meeting an applicable deadline due to the COVID-19 National Emergency, please contact Brookhaven Science Associates, LLC, to determine if an extension may be available to you.

Brookhaven National Laboratory  
PO Box 5000  
Upton, NY 11973-5000  
(631) 344-8000