All Children's Health System Inc.

Health and Welfare Plan

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Summary Plan Description

for the

Short Term Disability Plan

June 1, 2024

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ELIGIBILITY

Eligibility

All Children's Health System, Inc. offers you Short Term Disability benefits to provide income protection should you become ill or injured and are unable to work for an extended length of time.

Short Term Disability benefits are provided under the All Children's Health System, Inc. Health and Welfare Plan and are described in this Summary Plan Description (SPD).

Short Term Disability benefits are provided for employees of All Children's Health System, Inc. and Johns Hopkins All Children's Hospital, Inc. who meet the eligibility requirements below.

Long Term Disability insurance benefits are described in a separate summary plan description.

This June 2024 version of the SPD replaces all prior versions of the SPD, and applies to all disability claims incurred on or after June 1, 2024.

When Coverage Begins

If you are eligible, Short Term Disability coverage begins the first day of the month following your date of hire, or after you complete any employment probationary period that applies to you, whichever is later. To be eligible, you must be a full-time employee who is regularly scheduled to work at least 30 hours per week, or a part-time employee who is regularly scheduled to work at least 20 hours per week. You are not eligible if you are classified by your employer as a temporary employee.

If you are employed in a position that is not benefits eligible as explained above, and you change to a benefits eligible position, coverage begins the first day of the month after the change takes effect, provided you have completed any employment probationary period that applies to you.

In order for coverage to be effective, you must be actively at work on the first day of coverage performing your usual duties during your usual working hours. If you are absent from work due to a Paid Time Off (PTO) day, vacation day, holiday, jury duty or other similar reasons, you will still be considered actively at work and coverage will be effective.

Short Term Disability Benefits

Short Term Disability benefits are designed to provide you with a continuing source of income during short periods of illness or injury. Coverage is provided at no cost to you; you do not pay anything for this coverage.

If you are injured in an accident for which you might recover from a third party or from your own insurance (such as personal injury protection), please refer to the reimbursement and subrogation provisions explained below under **Reimbursement and Subrogation.**

Payment of Benefits

Short Term Disability pays benefits when you cannot perform the regular duties of your job due to your illness or injury. You will receive benefits equal to 60% of your regular bi-weekly base pay (excluding shift differential, overtime and commissions). This benefit amount is payable to you for up to 25 weeks of disability. Benefits begin after you have been unable to work for seven consecutive calendar days. You must be under a doctor's care to be considered disabled. Your Short Term Disability benefits will be supplemented by any time you may have available in your Sick Bank or PTO Bank up to 100% of your regular bi-weekly base pay. Please note that you must submit your claim for Short Term Disability benefits within 90 days from the date of the illness or injury that caused your disability to occur.

Short Term Disability benefits are not provided for an illness or injury that is work-related. These kinds of claims should be submitted to Workers' Compensation.

Short Term Disability benefits are not provided for an illness or injury that occurs or begins while you are on a leave of absence (unless it is an approved Family and Medical Leave).

Short Term Disability benefits are administered by Sedgwick Claims Management Services, Inc. ("Sedgwick"). Contact the HR Support Center for more information about making claims with Sedgwick, or call Sedgwick at 844-263-3121.

If Your Short Term Disability Benefits are Denied

If your claim for Short Term Disability Benefits is denied, or if you are approved for less days of disability than you think you are entitled to, you may appeal the decision in accordance with the **Claims and Appeals** rules set forth later in this SPD and the Sedgwick appeals process.

Benefits From Other Sources

SHORT TERM DISABILITY BENEFITS

You may be eligible to receive benefits from other disability plans, such as other group insurance plans or government disability programs. If that happens, your Short Term Disability benefits may be reduced by any amounts payable under these other plans.

Return to Work

When your Short Term Disability benefits begin, you will usually be approved for a specified number of weeks of benefits based on your doctor's certification of how long you are expected to be unable to work. If you return to work before the approved number of weeks is up, please notify Sedgwick.

Recurring Disabilities

If you recover and return to work but then suffer a relapse, you may be eligible for additional disability benefits. The amount of your disability benefits depends on the nature of the disability and how long you have been back to work.

If you have been back to work for less than 60 days and become disabled again from the same or a related cause, the second period of disability will be considered a continuation of the first one.

If you have been back to work for less than 60 days and become disabled from a different and unrelated cause, a new disability benefit period would begin after you have been unable to work for seven consecutive calendar days.

Any disability that occurs after you have been back to work for 60 days or more, whether it is a relapse or a new condition, will be considered a new disability period. Benefits would begin after you have been unable to work for seven consecutive calendar days.

Partial Disability

If you are able to continue or return to work at All Children's on a part time basis after an illness or injury, you may qualify for Partial Short Term Disability benefits. You will be considered partially disabled and entitled to partial Short Term Disability benefits if the number of hours you are regularly scheduled to work is reduced by at least 20% due to a disabling condition. If you are partially disabled and continue or return to work on a reduced schedule, the sum of your pay for working plus your Short Term Disability benefits will equal your regular bi-weekly base pay.

Days of partial disability count the same as days of total disability for determining your entitlement to disability benefits. Thus, partial disability days count as full days to determine if you have been unable to work for the required seven days before benefits begin. Similarly, days for which partial disability benefits are paid count as full days towards the maximum 25 weeks of benefits.

SHORT TERM DISABILITY BENEFITS

What's Not Covered By Short Term Disability Benefits

Short Term Disability benefits are not paid for any of the following:

- Any disability for which you are eligible to receive benefits under Workers' Compensation, or which results from an injury or illness you incur in the course of any employment. This exclusion does not apply if a claim for Workers' Compensation benefits is made and is denied on the grounds that the injury or illness that caused the disability was not work related.
- Any period of disability beginning prior to your effective date of coverage under this Plan.
- Any period of disability during which you are not under the regular care of a physician.
- Any period of time during which you are employed in a position other than your regular job, and in which position you utilize the skills and/or qualifications of your regular job.
- Injury sustained or an illness contracted while committing a crime, including but not limited to operating a motor vehicle, boat or watercraft while under the influence of alcohol or drugs.
- Injury sustained or an illness resulting from war, act of war, act of terrorism, riot, rebellion, civil disobedience, or from military service in any country.
- Injury sustained while riding on a motorcycle, unless you were wearing a helmet that meets applicable safety standards issued by the National Highway Traffic Safety Administration. This exclusion applies even when riding in a state that does not require wearing a helmet.

When Short Term Disability Benefits End

Your Short Term Disability benefits will end on the earliest of when you:

- Are no longer under the regular care of a physician;
- Are no longer disabled;
- Fail to supply proof of your illness or injury;
- End your employment; or
- Receive the maximum amount of benefits, as described earlier in this section.

Administrative Information

Filing A Claim

You need to file a claim with Sedgwick in order to receive Short Term Disability benefits. Claim forms are available from the HR Support Center.

To submit your claim, complete the claim form and send it to the address shown on the form. Claims should be reported promptly, and no claims will be accepted more than 90 days after the date of the illness or injury that caused your disability to occur.

More information about your claims and appeals rights is set forth later in this SPD under **Claims and Appeals**.

Reimbursement and Subrogation

If you have an injury, illness or other condition that is covered by the Short Term Disability Plan and for which a third party might be liable, you must notify Sedgwick as soon as possible. By participating in the Plan, you agree to comply with the reimbursement and subrogation provisions of this section as a condition of receiving benefits from the Plan. Failure to comply is grounds for denial of your claim, and could require you to repay any benefits previously received and pay for costs incurred by the Plan.

Any reference to "you" or "your" in this section includes your legal representative, guardian, estate or heirs.

The Plan's reimbursement and subrogation rights extend to all insurance coverage available to you due to an injury, illness or condition for which the Plan has paid or may pay disability benefits including, but not limited to, liability coverage, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, medical payments coverage, workers compensation coverage, no fault automobile coverage or any first party insurance coverage.

The Plan is always secondary to your automobile no-fault coverage, personal injury protection coverage, or medical payments coverage.

Sedgwick has the authority and discretion to interpret the provisions of this section and to make any findings of fact necessary to enforce the Plan's rights.

Your obligations

You are obligated to cooperate with the Plan and Sedgwick in order to protect the Plan's reimbursement and subrogation rights. Cooperation means providing the Plan or Sedgwick with any relevant information requested, signing and delivering any documents as the Plan or Sedgwick reasonably request, obtaining the written consent of the Plan or Sedgwick before releasing any party from liability, taking actions as the Plan or Sedgwick reasonably request to assist the Plan in making a full recovery, and taking no action that may prejudice the Plan's rights.

You or your legal representative must provide written notice to Sedgwick as soon as practicable (but in no event later than 30 days) after notice is given by you or on your behalf to any party against whom you intend to pursue a claim.

If you enter into litigation or settlement negotiations regarding the obligations of other parties, you must not prejudice the Plan's reimbursement and subrogation rights in any way. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the Plan. The Plan has the right to withhold or offset future benefit payments up to the amount of any settlement, judgment, or recovery you obtain, regardless of whether the settlement, judgment or recovery is designated to cover future medical or disability benefits or expenses.

Failure to comply with your obligations under this section may result in the termination of your Plan coverage or the institution of legal proceedings against you.

By participating in the Plan, you agree to pay all attorneys' fees the Plan incurs in successful attempts to recover amounts the Plan is entitled to under this section, where such fees were incurred by the Plan due to your failure to comply with your obligations. You agree that the Plan has the right to choose the jurisdiction and venue of any dispute involving the Plan's rights under this section.

Reimbursement

The Plan's reimbursement rights apply when you receive, or in the future may receive, any amounts by settlement, verdict or otherwise, including from an insurance carrier, for an injury, illness or other condition. These amounts are called a "Recovery". If you receive a Recovery, the Plan will subtract the amount of the Recovery from the benefits it would otherwise pay for disability. If there is a possible future Recovery, the Plan may delay paying benefits until the Recovery is received, and then subtract the amount of the Recovery.

You must not disburse, or agree to the disbursement of, any portion of a Recovery until the Plan's rights under this section have been satisfied.

If the Plan has already paid benefits to you for disability, you must promptly reimburse the Plan from any Recovery received for the amount of benefits paid by the Plan. Reimbursement must be made on a

first dollar basis regardless of whether you are fully compensated ("made whole") by the Recovery. The Plan does not waive its reimbursement rights where your Recovery is not sufficient to fully compensate you for your damages.

The Plan is not required to contribute to the fees and costs of your personal injury attorney. The Plan's reimbursement rights apply to all settlements and judgments in your favor, no matter how characterized or designated. The Plan is entitled to reimbursement regardless of whether any liability for payment is admitted, and regardless of whether the settlement or judgment identifies the disability benefits the Plan provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than disability expenses. The Plan is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering, non-economic damages and/or general damages only. The Plan's claim will not be reduced due to your own negligence.

In order to secure the Plan's reimbursement rights, you, to the full extent of the Plan's claim for reimbursement, (1) grant the Plan a first priority lien against the proceeds of any Recovery received and against any party who is in possession of funds that may ultimately be used for your Recovery; (2) assign to the Plan any benefits you may have under any insurance policy or other coverage and (3) agree to hold in constructive trust as a fiduciary for the Plan the proceeds of any Recovery received. Failure to hold such proceeds in trust will be deemed a breach of your fiduciary duties to the Plan. By paying, or being obligated to pay, any disability benefits to you, the Plan automatically has the lien and other rights described in this section.

Subrogation

The Plan's subrogation rights apply when another party (including an insurance carrier) is or may be liable for your injury, illness or other condition, and the Plan has already paid, or may in the future pay, benefits for disability.

Subrogation means the right of the Plan to pursue a responsible party for benefits paid, or that may in the future be paid, by the Plan resulting from an accident or injury. The Plan has the right to "step into your shoes" to recover from any source of recovery available to you, and you assign to the Plan any rights of recovery you may have.

The Plan is subrogated to all of your rights against any party (including an insurance carrier) that is or may be liable for your injury, illness or other condition or for paying for treatment of the injury, illness or other condition. The Plan is subrogated to the extent of the amount of the disability benefits it pays. The Plan may assert its subrogation right independently of you, without your consent, and whether or not you decide to pursue a claim. The Plan is not required to pay you part of any recovery it may obtain, even if the Plan files suit in your name.

The Plan's rights

The Plan has the right to conduct an investigation regarding your injury, illness or condition to identify potential sources of recovery. The Plan may notify all parties and their agents of the Plan's lien under this section. Agents include, but are not limited to, Sedgwick, insurance companies and attorneys.

The Plan has the right under federal and state law, including under the HIPAA privacy regulations, to share your personal health information in exercising its subrogation and reimbursement rights.

The Plan's legal costs in reimbursement and subrogation matters will be borne by the Plan. However, if you take any action to prevent the Plan from enforcing its reimbursement or subrogation rights, you will be liable to reimburse the Plan for any legal expenses that the Plan or its agents incur in enforcing the Plan's rights.

The Plan is only responsible for those legal costs to which it agrees in writing, and will not otherwise bear your legal costs. Your legal costs will be borne by you and not by the Plan.

Workers Compensation Recovery

If the Plan pays disability benefits related to an incident, and determines you received Workers Compensation benefits for the same incident, the Plan has the rights of recovery as described above under Reimbursement and Subrogation. The Plan can exercise its rights of recovery against you.

The recovery rights can be applied even though:

- The Workers Compensation benefits are in dispute or are made by means of settlement or compromise;
- No final determination is made that bodily injury or illness was sustained in the course of or resulted from your employment;
- The amount of Workers Compensation due to the medical or health care received is not agreed upon or defined by you or the Workers Compensation carrier; or
- The disability benefits are specifically excluded from the Workers Compensation settlement or compromise.

You agree to notify Sedgwick of any Workers Compensation claim you make, and you agree to the Plan's rights of reimbursement and subrogation as described above.

Benefits Paid by Mistake

If the Plan pays benefits that you are not entitled to under the terms of the Plan, this is called a benefit paid by mistake. If the Plan pays a benefit by mistake, the Plan is entitled to recover the mistaken

payment from you, and you agree to hold the mistaken payment for the benefit of the Plan and to repay it to the Plan.

When Short Term Disability Coverage Ends

Your coverage under the Short Term Disability Plan will end on the earliest of the following dates:

- The date you end your employment or are no longer an eligible employee;
- The date the Plan is discontinued;
- The date on which you report for active duty as a full-time member of the armed forces of any country.

Benefit Coverage During Family and Medical Leave (FML)

Under the Family and Medical Leave Act, you may be eligible to take up to 12 weeks of time off, as determined in accordance with your employer's Family and Medical Leave (FML) policy. If you are approved for FML leave, your coverage for Short Term Disability benefits will continue during the leave.

For more information about the Family and Medical Leave Act, please contact the HR Support Center.

Benefit Coverage During Other (Non-FML) Leaves of Absence

Short Term Disability benefits are not provided for an illness or injury that occurs or begins while you are on a leave of absence, unless it is an approved Family and Medical Leave.

Plan Information

Following is information regarding the administration and funding of your Short Term Disability Plan.

Plan Sponsor

All Children's Health System, Inc. sponsors the Health and Welfare Plan, which contains the Short Term Disability Plan described in this SPD.

The All Children's Health System Employer Identification Number (EIN) is 59-2481740.

Plan Administrator

ADMINISTRATIVE INFORMATION

The Plan Administrator manages the Health and Welfare Plan on a day-to-day basis and resolves questions about Plan details and entitlement to benefits. The Plan Administrator is All Children's Health System, Inc.

If you have questions about your benefits and how they are administered, you should contact the HR Support Center.

Plan Year

The Plan Year is January 1 - December 31.

Plan Funding

Short Term Disability benefits are administered by Sedgwick, but benefits are paid from the general assets of All Children's Health System, Inc. through contracts with Sedgwick. You can reach Sedgwick at 844-263-3121.

Plan Number

The plan number is 510.

Legal Action

The agent for service of legal process is All Children's Health System, Inc.

You may also serve legal process on the Plan Administrator.

Claims And Appeals

In order for you to receive Short Term Disability benefits, you must file a claim with Sedgwick.

Following are the Plan's procedures for filing claims and appealing claim denials.

The procedures do not apply until a claim is filed by submitting a claim form, available from the HR Support Center or from Sedgwick. You can reach Sedgwick at 844-263-3121.

Filing a Claim

To file a Claim, you must complete and submit a claim form to Sedgwick. Claims should be reported promptly, and no claims will be accepted more than 90 days after the date the disability began.

Claims should be sent to Sedgwick at the address shown on the Sedgwick claim form.

ADMINISTRATIVE INFORMATION

Claims cannot be processed without your signature where required on the form.

Claims and Appeals Procedures

If your claim is denied in whole or in part, you must follow the procedures in this section and exhaust your appeal rights before you may file suit in court. Once your claim has been filed, it will be processed as set forth below and you will be notified of the decision.

Unless additional information is needed, you will be notified within 45 days for a denial of a claim. If there are matters beyond the Plan's control, this period may be extended up to 30 more days, twice if needed. If an extension(s) is needed, you will be told before the initial 45 day period ends why an extension is needed and when a decision is expected.

If Additional Information is Needed

If more information is needed to decide a Claim, you will be told what additional information is needed and you will have 45 days to supply it. The time limit to decide your claim is suspended until you supply the additional information. If you do not supply the information within 45 days, your claim will be processed without the additional information, and reasonable presumptions may be drawn from your failure to supply the additional information.

If Your Claim is Denied

You will be notified in writing if your claim is denied in whole or in part. The notice will tell you why the claim was denied and the specific Plan provisions on which the denial is based. It will also describe any additional information that could change the decision. The notice will tell you how and when you can appeal the denial.

The notice will tell you if an internal rule or guideline was relied on to deny your claim, and how to request a free copy of the rule or guideline.

The notice will also explain the basis for disagreeing with or not following: (1) the views of health care professionals treating you and vocational professionals who evaluated you, but only if you presented those views with your claim; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with denying the claim, without regard to whether the advice was relied upon in making the benefit determination, and (3) a Social Security Administration disability determination regarding you, but only if you presented that determination with your claim.

Filing an Appeal

If you think a mistake was made in denying your claim, or if you are otherwise dissatisfied with a claim decision, you may file an Appeal.

Your Appeal must be filed within 180 days after you are notified that your claim has been denied, in whole or in part.

If you do not file an Appeal within the time allowed, you lose all rights to appeal.

An Appeal must be mailed to the address shown on the claim denial notice provided by Sedgwick.

Appeals are handled by the Sedgwick appeals department. You may submit written comments, documents, records and other information relating to your claim. The appeals department will consider everything you submit, regardless of whether it was submitted or considered in the initial claim determination. Upon written request and free of charge, you will be provided with reasonable access to and copies of all Plan documents, records and other information relevant to your claim.

During the Appeal process, you will be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by (or at the direction of) the Plan in connection with your claim, and with any new or additional rationale for denying your claim. In either case, the evidence or rationale will be provided to you as soon as possible and sufficiently in advance of the date on which your Appeal will be decided, so as to give you a reasonable opportunity to respond prior to that date.

If medical or vocational experts were consulted when your claim was denied, they will be identified upon your request.

When Your Appeal Will Be Decided

You will be notified of the decision within 45 days after your Appeal is received. If more time is needed to decide your Appeal, this period may be extended up to another 45 days. If an extension is needed, you will be told before the initial 45 day period ends why an extension is needed and when a decision is expected.

You will be sent a written notice of the decision on your Appeal. If your Appeal is denied in whole or in part, the notice will tell you why and the specific Plan provisions on which the denial is based. The notice will tell you if an internal rule or guideline was relied on to deny your Appeal, and how to request a free copy of the rule or guideline.

The notice will also explain the basis for disagreeing with or not following: (1) the views of health care professionals treating you and vocational professionals who evaluated you, but only if you presented those views with your claim; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with denying the claim, without regard to whether the advice was

relied upon in making the benefit determination, and (3) a Social Security Administration disability determination regarding you, but only if you presented that determination with your claim.

If your Appeal is denied in whole or in part, you have completed the internal claims and appeals process and may bring a civil action against the Plan under ERISA Section 502.

If you want to bring a civil action against the Plan, the Plan Administrator or Sedgwick, you must do so within one year after the date of the notice of the decision on your Appeal. If you do not bring such an action within one year after the date of the notice, you lose all rights to bring an action against the Plan, the Plan Administrator or Sedgwick.

If you take the position that you are entitled to bring a civil action against the Plan, the Plan Administrator or Sedgwick without completing the Plan's claims and appeals process, you must do so within one year after the date of the action (or inaction) which you assert entitles you to bring a civil action without completing the Plan's claims and appeals process. If you do not bring such an action within one year after the date you assert, you lose all rights to bring an action against the Plan, the Plan Administrator or Sedgwick.

The Plan Administrator and Sedgwick may not make any decisions regarding hiring, compensation, termination, promotion or other similar matters regarding any individual based on the likelihood that the individual will support a denial of benefits.

Your Rights Under ERISA

As a Plan participant, you are entitled to the following rights and protections under the Employee Retirement Income Security Act of 1974 -- commonly called ERISA:

- You can examine, free of charge, all of the official documents related to the plans (such as plan documents, insurance contracts, annual reports, SPDs, any other plan agreements, or any other documents filed with the U.S. Department of Labor). You can examine copies of these documents in the Plan Administrator's office.

- If you wish, you can get your own copies of the Plan documents by writing to the Plan Administrator. You may have to pay a reasonable charge to cover the cost of photocopying.

Additional ERISA Rights

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. These people are called fiduciaries. ERISA requires that fiduciaries act prudently and solely in the interest of you and other plan participants and beneficiaries.

Moreover, no one, including your employer or any other person, may fire you or otherwise discriminate against you in any way for the purpose of preventing you from obtaining a benefit under these plans or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain materials from the plan and do not receive them within 31 days, you may file suit in a federal court to enforce your rights. In such a case, the court may require the Plan Administrator to 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 Plan 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. 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 your claim is frivolous.

If you have any questions about this plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, as listed in the telephone directory, or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C., 20210.

All Children's Health System's Rights

All Children's Health System expects to continue the Short Term Disability Plan indefinitely, but reserves the right to amend or terminate the Plan at any time, and for any reason without prior notification except as required by law. You will be notified of any changes to the Plan and how they affect your benefits, if at all. The Short Term Disability Plan described in this SPD is governed by contracts and plan documents, which are available for examination in the HR Support Center. You should not rely on any oral descriptions of the Plan, since the written descriptions in this SPD will always govern.

Not A Contract Of Employment

ADMINISTRATIVE INFORMATION

This SPD and the Short Term Disability Plan do not constitute a contract of employment. You have the right to terminate your employment at any time. Your employer retains the same right regardless of any other documents or oral or written statements issued by the employer or its representatives.

Plan Administrator's and Sedgwick's Discretionary Authority

The Plan Administrator and Sedgwick have discretionary authority to interpret the terms of the Short Term Disability Plan, to determine eligibility for and entitlement to benefits under the Plan, and to decide any questions of fact which relate to entitlement to benefits under the Plan.