



Contract Number

25-366

SAP Number

## Human Resources

Department Contract Representative	Sandra Wakcher, Human Resources Benefits Chief
Telephone Number	909-387-5787
Contractor	Standard Insurance Company
Contractor Representative	Jennifer Queen
Telephone Number	(971) 321-4700
Contract Term	07/26/2025-07/21/2028
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	
Grant Number (if applicable)	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to contract to provide fully-insured, non-participating Short-Term Disability (STD), Long-Term Disability (LTD) and Protected Family/Medical Leaves Administration, as well as Employee Assistance Program (EAP) benefits for its employees; and

**WHEREAS**, the County conducted a competitive process to find Standard Insurance Company (The Standard or Contractor) to provide these services, and

**WHEREAS**, the County finds Contractor qualified to provide fully-insured, non-participating Short-Term Disability (STD), Long-Term Disability (LTD) and Protected Family/Medical Leaves Administration, as well as Employee Assistance Program (EAP) benefits for its employees; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

#### A. DEFINITIONS

**A.1 Board.** The Board of Supervisors of San Bernardino County is the policy making body of the County and is responsible for the review and approval of all service agreements and/or contracts with the County.

**A.2 Contractor.** The Proposer selected by the County to provide Protected Family/Medical Leaves Administration, Short-Term Disability, Long-Term Disability, and Employee Assistance Program benefits as a result of this Contract.

**A.3 County.** San Bernardino County is a local government agency in Southern California with more than 20,000 square miles. Los Angeles County borders the County on its west end, Riverside County borders the County on its south end, Nevada and Arizona border the County on its east end, and Nevada borders the County on its north end. The County is the largest County geographically in the United States. It has a population of approximately 2 million residents, an annual budget of approximately 9.8 billion dollars, and has approximately 23,300 employees on payroll with nearly 21,600 provided employee benefits.

**A.4 Employee Benefits and Services Division (EBSD).** A division of the County's Human Resources Department responsible for the design, implementation, and on-going administration of the County's various benefit plans and programs.

**A.5 Employee Benefits Advisory Committee (EBAC).** A labor/management committee charged with the responsibility to review and recommend new and/or changes to current employee benefit plans and programs. The Committee was established in 1995 by an agreement between labor and management for the purpose of improving their negotiations for employee benefit plans and programs.

**A.6 Human Resources (HR) Department.** The County's HR Department is comprised of various divisions and sections that provide a wide array of personnel and employee services to County departments and agencies. The Department Director reports directly to the County's Chief Executive Officer (CEO).

**A.7 Protected Family/Medical Leave.** All Federal and State mandated leaves, including but not limited to the Family Medical Leave Act of 1993 (FMLA), California Family Rights Act of 1993 (CFRA) and Pregnancy Disability Leave (PDL).

**A.8 Subcontractor.** An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by the Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

## **B. CONTRACTOR RESPONSIBILITIES**

**B.1** All rates are guaranteed during the term of this contract (July 26, 2025 through July 21, 2028), as well as during the optional additional two (2) year renewal term (through July 19, 2030) if the County chooses to exercise its option to extend the term of this Contract for one additional two-year term pursuant to Section D of this Contract. Therefore, Contractor agrees that rates, as specified in Attachment A, cannot be adjusted mid-year unless requested by the County.

**B.2** All rates must **exclude commissions**.

**B.3** Contractor agrees to underwrite the takeover of this program for any who enroll on a no-loss/no-gain basis for all employees and dependents, and employees on leave of absence as provided in the group insurance policies. Any actively-at-work and evidence of insurability requirements must be waived, as well as any pre-existing condition limitations that may apply to any person covered as of July 25, 2025.

**B.4** Upon takeover, Contractor must agree to assume liability for claims that are in dispute between Contractor and the incumbent carrier if the issue cannot be resolved between the two organizations.

**B.5** Contractor must accept the current enrollment or participation levels under all Protected Family/Medical Leaves, Short Term Disability and Long-Term Disability plans.

- B.6** Contractor agrees to take over existing open Protected Family/Medical Leave claims and will administer the disability claims that are incurred on or after July 26, 2025.
- B.7** Contractor must allow this plan to be offered at the contracted rates to future County business and County affiliated units or districts.
- B.8** Renewal notice must be given at least 180 days in advance of the renewal date. Any termination of coverage, other than for non-payment of premium, Contractor cannot attempt to terminate any contract until the end of the rate guarantee period.
- B.9** Contractor must maintain full and accurate records with respect to all matters and services provided to the County.
- B.10** Contractor agrees to administer W-2 for STD and absorb the Medicare cost on behalf of the County.
- B.11** Contractor will be responsible for processing Protected Family/Medical Leave requests, STD, and LTD claims, and any other customer service transactions accurately and expeditiously.
- B.12** Performance Guarantees are effective as of July 26, 2025 and must remain in effect for the duration of the Contract.
- B.13** Contractor shall complete and submit on a bi-annual basis, an Executive Summary Analysis, and Dashboard that includes claims data and plan experience for STD, LTD, and FMLA. The analysis must include department level reporting.
- B.14** Adjust the weekly maximum benefit annually during the term of this Contract, in accordance with adjustments made by California State Disability Insurance (SDI) and as confirmed in advance with the County.
- B.15** Notify the County of those STD claims eligible to convert to LTD prior to the conversion of coverage. Also notify members of their conversion rights upon termination assuming the County provides information to Contractor regarding terminated members with indicators of employees terminating due to retirement (who are not eligible for LTD conversion).
- B.16** Ensure that an employee does not receive more than 100% of their wages irrespective of the combination of wages/benefits provided (e.g. Workers Compensation and STD) for non-occupational injury benefits paid for the same time frame.
- B.17** Coordinate benefits with County Risk Management Department. Should a Workers Compensation injury be denied, benefits if otherwise eligible would be payable by the Contractor to the employee upon evidence of denied Workers Compensation claim. County Risk Management will be responsible for ensuring Contractor has the information necessary to comply with this requirement, such as Workers Compensation Denial letter.
- B.18** Contractor agrees that in the event this Contract terminates, for any reason, that STD and LTD claims that are incurred on or prior termination date shall continue to be the responsibility of the Contractor stated herein. This section shall not apply to Protected Family/Medical Leave (or FMLA/CFRA) claims.
- B.19** Contractor agrees to respond to County employee claim inquiries within one business day.
- B.20** Contractor agrees that direct deposit services for benefits payable shall be offered, upon election by claimants, at no charge to the County or eligible claimant.

**B.21** Collection of overpayments for benefits paid to claimants, should they occur, shall be the sole responsibility of the Contractor.

**B.22** Contractor agrees to provide Employee Assistance Program (EAP) benefits including Expanded EAP Services identified in Attachment I.

**B.23** Contractor agrees to provide an implementation credit of \$100,000. The implementation fees shall be as set forth in Attachment A.

**B.24** Contractor agrees to implement the Workplace Possibilities Program (WPP) for eligible employees at no additional cost. This program is administered using the Reasonable Accommodation Expense Benefit provision, as detailed in Attachment C.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

### **C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

### **C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

### **C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

### **C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

### **C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The Human Resources Director and/or Benefits Division Chief or their designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such

licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 Reserved**

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in



accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the

other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports in a format usable by the County and at no cost to the County.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.44 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

**C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section

2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**C.47 Reserved**

**C.48 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**C.49 Reserved**

**C.50 Reserved**

**C.51 Reserved**

**D. TERM OF CONTRACT**

This Contract is effective as of July 26, 2025 and expires July 21, 2028 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for one additional two-year term by mutual agreement of the parties.

**E. RESERVED**

**F. FISCAL PROVISIONS**

- F.1** The maximum amount of payment under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- F.2** Contractor shall accept self-billed invoicing from the County on a bi-weekly basis. Contractor agrees to a 90-day grace period before the County payments are considered delinquent and a subsequent 30-day Notice of Intent to Terminate Contract once the 90-day grace period has exhausted (total of 120 days). A Policy Grace Period of 120 days from the payment due date will be granted before the County payments are considered delinquent.
- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- F.8** Performance Guarantees are for each year of the contract, for the duration of the contract and rate guarantee period. Reporting for Performance Guarantees will be provided to the County by November 30th of each contract year for the prior reporting period. Performance Guarantees can be modified subject to mutual agreement during the renewal period each year.
- F.9** Contractor agrees that no penalty or interest will be charged for late payments.
- F.10** Contractor agrees that no prepayment of premiums or fees will be required at any time.
- F.11** Contractor agrees to collect payments from the County for the Expanded EAP Services and promptly remit such payments to the EAP Service Provider. The County shall not be responsible for paying any fees directly to the EAP Service Provider for Expanded EAP Services. The Expanded EAP Services fees shall be as set forth in Attachment A.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

### **G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

**Directors and Officers Insurance** coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**G.11.6** **Reserved**

**G.11.7** **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**G.11.8** **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.



- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*Human Resources Director  
San Bernardino County  
Human Resources Department  
175 W. 5<sup>th</sup> Street, First Floor  
San Bernardino, CA 92415-0440*

*National Accounts Consultant  
Standard Insurance Company  
1100 SW Sixth Avenue  
Portland, OR 97204*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. AMENDMENT OF SHORT-TERM DISABILITY INSURANCE GROUP POLICY**

Contractor will amend the group policy annually, effective on the pay period that includes January 1 of each calendar year, to change the short-term disability maximum weekly benefit for non-exempt employees to equal the maximum disability insurance benefit under the California State Disability Insurance (SDI) plan for California workers. The maximum weekly benefit for exempt employees will be increased by applying the percentage increase in SDI to the maximum weekly benefit in effect. The County hereby provides advance approval to Contractor to amend the group policy as described in this section, without any additional approvals by the County. The County understands any increase in insurance benefits under the plan will be subject to the active work provisions of the group policy.

**L. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read

this Contract and signs the same of its own free will.

The following Attachments are attached hereto and incorporated herein by reference:

Attachment A: Protected Leave, Disability, and Employee Assistance Program Rate Confirmation Letter  
Attachment B: Group Long-Term Disability Insurance Policy  
Attachment C: Group Short-Term Disability Insurance Policy  
Attachment D: Performance Guarantee Agreement  
Attachment E: Master Agreement  
Attachment F: Absence Management Service Agreement  
Attachment G: Application for Group Insurance  
Attachment H: STD FICA & W2 Tax Reporting Service Agreement  
Attachment I: Employee Assistance Program Benefits

In the event that the provisions of these Attachments conflict with the provisions stated in this Contract, the provisions of this Contract shall prevail.

**M. ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► 

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 10 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

B  
y   
Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County  
Deputy

STANDARD INSURANCE COMPANY

(Print or type name of corporation, company, contractor, etc.)

B  
y   
E5165417-20250505

(Authorized signature - sign in blue ink)

Name Jill Schlofer

(Print or type name of person signing contract)

Title 2nd VP Implementation & Enrollment  
(Print or Type)

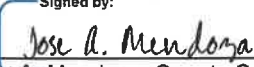
Dated: 5/29/2025

Address 1100 SW Sixth Ave

Portland, OR 97204

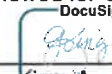
**FOR COUNTY USE ONLY**

Approved as to Legal Form

►   
Jose A. Mendoza, County Counsel

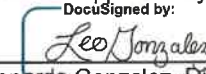
Date 5/29/2025

Reviewed for Contract Compliance

►   
Gina King, Assistant Director, Human Resources

Date 6/2/2025

Reviewed/Approved by Department

►   
Leonardo Gonzalez, Director, Human Resources

Date 6/2/2025

## **Attachment A - Protected Leave, Disability, and Employee Assistance Program**

### **Rate Confirmation Letter**

<b>SHORT-TERM DISABILITY RATES AND FEES</b>	
	<b>2025-30 Premium Rates Effective July 26, 2025</b>
<b>Class 1 (180 day benefit period)</b>	
<b>Classes 2, 3 (52 week benefit period)</b>	
Bi-Weekly Rate (per \$10 of weekly benefit)	\$0.365
Monthly Rate (per \$10 of weekly benefit)	\$0.790
<b>Class 4 (90 day benefit period)</b>	
Bi-Weekly Rate (per \$10 of weekly benefit)	\$0.249
Monthly Rate (per \$10 of weekly benefit)	\$0.540
<b>Class 5 (30 day benefit period)</b>	
Bi-Weekly Rate (per \$10 of weekly benefit)	\$0.129
Monthly Rate (per \$10 of weekly benefit)	\$0.280

<b>LONG-TERM DISABILITY RATES AND FEES</b>	
	<b>2025-30 Premium Rates Effective July 26, 2025</b>
Bi-Weekly Rate (per \$100 of total insured payroll)	\$0.138
Monthly Rate (per \$100 of total insured payroll)	\$0.300

<b>PROTECTED MEDICAL LEAVE ADMINISTRATION RATES AND FEES</b>	
	<b>2025-30 Premium Rates* Effective July 26, 2025</b>
Bi-Weekly Rate (per employee per bi-weekly)	\$1.610
Monthly Rate (per employee per month)	\$3.490
* Including San Bernardino County Administrative Fee \$1.04 per employee per month (\$0.48 bi-weekly)	

<b>EMPLOYEE ASSISTANCE PROGRAM RATES AND FEES</b>	
	<b>2025-30 Premium Rates Effective July 26, 2025</b>
Monthly Rate (per employee per month)	Included in STD rates
<b>Expanded Services</b>	
CISM Same Day Rapid Response (within 2 hours of request), one trauma responder (2-hour minimum)	\$275/hour
CISM Standard Response (within 24 hours of request) for each additional trauma responder per event (2-hour minimum)	\$275/responder

## Attachment A

CISM Standard Response (within 24 hours of request) for each additional staff hour over those included in the rates above (i.e., 4 staff hours per event at one location)	\$275/responder
On-Site Dedicated Counseling - includes consultation, set-up, appointment, scheduling and counselor (3-hour minimum)	Monthly - \$55,000 for Department of Child & Family Services to have dedicated counselor across all agreed locations, 6 sessions per week, 8 hours per session. Hourly - \$275 for other departments (3-hour minimum)
<b>Bank of Hours</b>	
Total number of hours	4 hours of CISM per event are included at no additional cost. 8 hours of one-hour standard training for workplace learning seminars included at no additional cost. Additional hours available: \$275/hour

<b>DISABILITY &amp; ABSENCE MANAGEMENT ADDITIONAL FEES &amp; IMPLEMENTATION CREDIT</b>	
<b>One-Time Implementation Credits &amp; Fees</b>	
Implementation Credit	\$100,000 (to be applied towards history transfer, takeover of leaves administration, consultant fees, etc.)
Implementation/start-up fees	One data feed is included. For a 2nd feed a one-time fee of \$1,500
Transfer of disability and leave history	Included (no additional cost)
Appeals	Included (no additional cost)
Independent Medical Evaluations (IMEs)	Included (no additional cost)
Custom Reporting	Included (no additional cost)
<b>Optional Ongoing fees</b>	
Additional fee to add other leave administration (other than FMLA, CFRA & PDL)	\$0.08 PEPM if other leaves will be added

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**

- 80% of death benefits but not to exceed \$300,000

- 80% of cash surrender or withdrawal values but not to exceed \$100,000

- **Annuities and Structured Settlement Annuities**

- 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

**COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

**NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
PO Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

Attachment B

**CALIFORNIA NOTICE OF COMPLAINT PROCEDURE**

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:

**Standard Insurance Company  
PO Box 711  
Portland, OR 97207  
(503) 321-7000**

If the problem is not resolved, you may also write to the State of California at:

**Department of Insurance  
Consumer Services Division  
300 S. Spring Street, 9th FL  
Los Angeles, CA 90013  
1-800-927-HELP (4357)**

**[www.insurance.ca.gov/0500-about-us/02-department/030-csmcb/consumer-services.cfm](http://www.insurance.ca.gov/0500-about-us/02-department/030-csmcb/consumer-services.cfm)**

**This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.**





## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

### GROUP LONG TERM DISABILITY INSURANCE POLICY

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Policyholder:	San Bernardino County
Policy Number:	762889-B
Effective Date:	July 26, 2025

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The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By

President and CEO

Corporate Secretary

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## COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	762889-B
Policyholder:	San Bernardino County
Employer(s):	San Bernardino County
Group Policy Effective Date:	July 26, 2025
Policy Issued in:	California

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#### Member means:

1. A regular full-time exempt employee of the Employer or an employee of another employee group which has been expressly approved for this coverage by the County Board of Supervisors working in a regular County position;
2. Actively At Work at least 40 hours each pay period (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

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### SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date:
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If you are a Member on the Group Policy Effective Date, you are eligible on the first day following one pay period as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day following one pay period as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

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Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

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LTD Benefit:	60% of the first \$16,667 of your Predisability Earnings, reduced by Deductible Income.
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Monthly Maximum:	\$10,000 before reduction by Deductible Income.
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**Attachment B**

Monthly Minimum:	\$100
Benefit Waiting Period:	180 days.
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:
Age	Maximum Benefit Period
59 or younger.....	To age 65
60 through 64 .....	5 years
65 through 67 .....	To age 70
68 or older.....	2 years

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**PREMIUM CONTRIBUTIONS**

Insurance is:	Noncontributory
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**PREMIUM AND RENEWALS**

**Premium Rates:**

LTD Insurance:	Monthly rate: \$ 0.30 per \$100 of the first \$16,667 of insured Predisability Earnings of each insured Member.
	Bi-weekly rate: \$ 0.138 per \$100 of the first \$16,667 of insured Predisability Earnings of each insured Member.

Premium Due Dates:	July 26, 2025 and the first day of each calendar month thereafter.
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Initial Rate Guarantee Period:	July 26, 2025 to July 26, 2030
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Minimum Participation Number:	10 insured Members
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Minimum Participation Percentage:	100% of eligible Members
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## INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss.

LT.IC.CA.1

## BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular full-time exempt employee of the Employer or an employee of another employee group which has been expressly approved for this coverage by the County Board of Supervisors working in a regular County position;
2. Actively At Work at least 40 hours each pay period (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) LT.BLOT.1

## WHEN YOUR INSURANCE BECOMES EFFECTIVE

### A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective on the date you become eligible.

### B. Takeover Provision

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

### C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

(VAREOI) LT.EF.OT.1X

## ACTIVE WORK PROVISIONS

### A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Substantial And Material Acts of your Own Occupation at your Employer's usual place of business.

### B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

LT.AW.CA.1

## CONTINUITY OF COVERAGE

### A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement will be:

1. The monthly benefit which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

There is no Minimum LTD Benefit if there is a reduction by benefits payable under the Prior Plan.

### B. Effect Of Preexisting Conditions

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of the Group Policy.

## **WHEN YOUR INSURANCE ENDS**

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The last day of the pay period in which your employment terminates.
4. The last day of the pay period in which you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
  - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
  - d. During the period you are absent from Active Work due to a regularly scheduled school break or vacation.
  - e. During the Benefit Waiting Period.

LT.EN.CA.1

## **CONTINUED INSURANCE DURING SCHOOL VACATIONS**

If you cease to be a Member because of a school break or vacation, your insurance will be continued during that period.

LT2.SV.01

## **WAIVER OF PREMIUM**

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

## **REINSTATEMENT OF INSURANCE**

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.



## Attachment B

4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
6. In no event will insurance be retroactive.

LT.RE.OT.2

### DEFINITION OF DISABILITY

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
  - B. Any Occupation Definition Of Disability.
- A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Totally Disabled from your Own Occupation or Partially Disabled from your Own Occupation.

1. Total Disability Definition: You are Totally Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Substantial And Material Acts necessary to pursue your Own Occupation and you are not working in your Own Occupation.
2. Partial Disability Definition: You are Partially Disabled from your Own Occupation if you are not Totally Disabled and you are actually working in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Indexed Predisability Earnings.

Note: You are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation definition of Disability. However, your Work Earnings may be Deductible Income and LTD Benefits will end when your Work Earnings meet or exceed 80% of your Indexed Predisability Earnings. See **Return To Work Provisions, Deductible Income, and When LTD Benefits End.**

Own Occupation may be interpreted to mean the employment, business, trade or profession that involves the Substantial And Material Acts of the occupation you are regularly performing for your Employer when Disability begins. Own Occupation is not necessarily limited to the specific job you perform for your Employer.

Substantial And Material Acts means the important tasks, functions and operations generally required by employers from those engaged in your Own Occupation that cannot be reasonably omitted or modified. In determining what Substantial And Material Acts are necessary to pursue your Own Occupation, we will first look at the specific duties required by your job. If you are unable to perform one or more of these duties with reasonable continuity, we will then determine whether those duties are customarily required of other individuals engaged in your Own Occupation. If any specific, material duties required of you by your job differ from the material duties customarily required of other individuals engaged in your Own Occupation, then we will not consider those duties in determining what Substantial And Material Acts are necessary to pursue your Own Occupation.

Your Own Occupation Period is shown in the **Coverage Features.**

## Attachment B

### B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Totally Disabled from all occupations or Partially Disabled.

1. **Total Disability Definition:** You are Totally Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to engage with reasonable continuity in Any Occupation.
2. **Partial Disability Definition:** You are Partially Disabled if you are not Totally Disabled and you are actually working in an occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to engage with reasonable continuity in that occupation or Any Occupation.

Any Occupation means all occupations or employment which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity that exists within any of the following locations: (i) a reasonable distance or travel time from your residence in light of the commuting practices of your community; or (ii) a distance or travel time equivalent to the distance or travel time you traveled to work before becoming Disabled; or (iii) the regional labor market, if you reside or resided prior to becoming Disabled in a metropolitan area.

Your Any Occupation Period is shown in the **Coverage Features**.

(OWN\_ANY) LT.DD.CA.1

## RETURN TO WORK PROVISIONS

### A. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 24 months after that date, as follows:

1. During the first 24 months, your Work Earnings will be Deductible Income as determined in a, b. and c:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 24 months, 50% of your Work Earnings will be Deductible Income.

### B. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled. Work Earnings includes:

1. Earnings from your Employer.
2. Earnings from any other employer or self employment for which you become employed after the date of your Disability.
3. Any increases, except regularly scheduled increases, in earnings from employment from any other employer or self employment in which you were engaged prior to the date of your Disability.
4. Any sick pay, vacation pay, annual or personal leave pay, severance pay, or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

## Attachment B

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. LTD Benefits will end on the date your average Work Earnings over the last three months equal or exceed 80% of your Indexed Predisability Earnings.

### B. Family Care Expenses Adjustment

If you must pay Family Care Expenses in order to work, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:

1. Your Work Earnings will be reduced by the first \$250 per Family Member of the monthly Family Care Expenses you pay, but not to exceed a total of \$500 for all Family Members.
2. The Work Earnings and the Family Care Expenses must be for the same period.
3. You must give us satisfactory proof of the Family Care Expenses you pay.
4. The Work Earnings reduction by Family Care Expenses will end 24 months after it begins.

Family Care Expenses means the amount you pay to a licensed care provider for the care of your Family which is necessary in order for you to work.

Family Member means:

1. Your Child; or
2. Your Spouse, parent, grandparent, sibling, or other close family member residing in your home who is:
  - a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap ; and
  - b. Chiefly dependent upon you for support and maintenance.

Child means:

1. Your child residing in your home (including your stepchild, the child of your Spouse and an adopted child), from live birth through age 11; or
2. Your child, age 12 or older, residing in your home (including your stepchild, the child of your Spouse and an adopted child) who is:
  - a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap ; and
  - b. Chiefly dependent upon you for support and maintenance.

(NO RESP\_FAMILY CR\_DOMP) LT.RW.CA.1

## REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

LT.RA.OT.1

## REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

(WITH REHAB INC BFT) LT.RH.OT.1

## TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

### A. Allowable Periods

1. During the Benefit Waiting Period: a total of 90 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

### B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.

## Attachment B

5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

(NEW TR PERIOD) LT.TR.OT.1

### WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.
6. The date your Work Earnings equal or exceed 80% of your Indexed Predisability Earnings.

LT.BE.CA.1

### PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

Predisability Earnings means your monthly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

## Attachment B

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 243 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 243 hours.

(BASE\_NO STOCK) LT.PD.OT.1

### DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, as determined below:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are entitled to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law;
  - b. The Jones Act;
  - c. Maritime Doctrine of Maintenance, Wages, or Cure;
  - d. Longshoremen's and Harbor Worker's Act; or
  - e. Any similar act or law.
4. Any amount you, your Spouse, or your child under age 18 receive or are entitled to receive because of your Disability or you receive because of your retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan;
  - c. The Quebec Pension Plan;
  - d. The Railroad Retirement Act; or
  - e. Any similar plan or act.

Amounts that are entitled to be received will be deducted in accordance with the Estimating and Deducting section of **Rules For Deductible Income**.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

Benefits your Spouse or a child receives or are entitled to receive because of your Disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

5. Any amount you receive or are entitled to receive because of your disability under any state disability income benefit law or similar law.
6. Any amount you receive because of your disability under any other group insurance coverage, as determined below:

## Attachment B

- a. Determine the amount of your LTD Benefit as if there were no Deductible Income, add the amount you receive from any other insurance coverage because of your Disability.
  - b. Determine 80% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
7. Any amount you receive or are entitled to receive because of your Disability or amount you receive because of your retirement under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.
- Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.
8. Any earnings or compensation included in Predisability Earnings which you receive or have a right to receive while LTD Benefits are payable.
  9. Any amount you receive under any unemployment compensation law or similar act or law.
  10. Any amount of third party liability payments you receive by judgment, settlement or otherwise (less attorneys' fees).
  11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(CA DOM\_GRP OTHR OFFST\_PUB\_WITH 3RD) LT.DI.CA.1

### EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
  - e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.
  - h. Keogh (HR-10) plan.
9. California Workers' Compensation benefits for permanent total or permanent partial disability.

## **RULES FOR DEDUCTIBLE INCOME**

### **A. Monthly Equivalents**

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. Except as provided below, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

If you receive a lump sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, we will determine your LTD Benefit using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on the amount you receive, and on the life expectancy of a person your age on the later of:

- a. The date the lump sum is paid; and
- b. The date LTD Benefits become payable.

For amounts under a workers' compensation law, the Jones Act, the Maritime Doctrine of Maintenance, Wages or Cure, the Longshoremen's and Harbor Worker's Act, or any similar act or law, the period of time used to prorate the amount cannot exceed the first to occur of the following:

- a. The date you reach age 65, or the end of the Maximum Benefit Period, if later; and
- b. The end of the stated period.

### **B. Your Duty To Pursue Deductible Income**

You must pursue Deductible Income for which you may be entitled. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request.

### **C. Estimating And Deducting**

For any item of Deductible Income that includes amounts you, your Spouse, or your child are entitled to receive, we may reduce your LTD Benefit by the amount we estimate you would be entitled to receive if:

1. You have failed to pursue the Deductible Income with reasonable diligence;
2. We have a reasonable, good faith belief that you are entitled to the Deductible Income; and
3. We are able to reasonably estimate the amount that would be payable.

We will not estimate and deduct amounts with respect to a claim for Deductible Income that is pending, so long as you continue to pursue the claim with reasonable diligence.

### **D. Retirement Benefits**

1. Early retirement benefits will be Deductible Income only if you elect early retirement, or if early retirement would not reduce your accrued annuity or pension benefits.
2. Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined in the Internal Revenue Code.

### **E. Pending Deductible Income**

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

### **F. Overpayment Of Claim**

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy



issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.CA.1

## **COST OF LIVING ADJUSTMENT BENEFIT**

### **A. Eligibility**

You are eligible for a COLA Benefit if, on each April 1, you have been Disabled for the preceding calendar year (January 1, through December 31) and are receiving LTD Benefits.

### **B. COLA Benefit Rules**

1. Your LTD Benefits becoming payable after you are eligible for a COLA Benefit are increased by the COLA Factor in effect for the current year.
2. A new COLA Factor is determined each April 1.
3. Your first COLA Factor is equal to 1.00 plus the rate of increase in the CPI-W for the prior calendar year.
4. Each following COLA Factor is equal to 1.00 plus the rate of increase in the CPI-W for the prior calendar year, times the previous COLA Factor.
5. The maximum rate of increase in the CPI-W that we will use is 3%.
6. The amount payable after adjustment by the COLA Factor will not exceed the amount of your LTD Benefit after it has been adjusted for the COLA Factor 5 times, up to \$25,000.
7. Your COLA Factor will not decrease, even if the CPI-W decreases.
8. The Minimum LTD Benefit is not adjusted by the COLA Factor.

(LIMITED\_FULL) LT.CA.OT.3

## **SURVIVORS BENEFIT**

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 3 below.

1. The Survivors Benefit is a lump sum equal to 4 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid to any one or more of the following:
  - a. Your surviving Spouse;
  - b. Your surviving unmarried children, including adopted children, under age 25;
  - c. Your surviving Spouse's unmarried children, including adopted children, under age 25; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
  - e. Your estate, if you are not survived by any person listed in a., b., or c. above.

(MULTPL\_EST\_DOM) LT.SB.CA.1

## CONVERSION OF INSURANCE

### Conversion Of Insurance Benefit

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

1. Your insurance ends for a reason other than:
  - a. Termination or amendment of the Group Policy;
  - b. Your failure to make a required premium contribution; or
  - c. Your retirement.
2. You were continuously insured under your Employer's long term disability insurance plan for at least one year as of the date your insurance ended.
3. You are not Disabled on the date your insurance ends.
4. You are a citizen or resident of the United States or Canada.
5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

1. \$4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is \$8,000);
2. 60% of your insured Predisability Earnings on the date your insurance ended; and
3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

LT.CV.OT.2

## BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy after you become Disabled.

LT.BA.OT.1

## EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage** and **Limitations** sections will apply to the new cause of Disability.

LT.ND.CA.1

## DISABILITIES EXCLUDED FROM COVERAGE

### A. War

## Attachment B

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

### B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

### C. Preexisting Condition

#### 1. Definition

Preexisting Condition means a mental or physical condition for which you have received medical treatment, care or services or have taken prescribed medication at any time during the 90 day period just before your insurance becomes effective.

#### 2. Exclusion

You are not covered for a Disability caused or substantially contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.

### D. Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit a felony.

(NO PRUDNT) LT.XD.CA.1

## LIMITATIONS

### A. Care Of A Physician

During the Benefit Waiting Period, you must be receiving care by a Physician which is appropriate for the condition or conditions causing the Disability. No LTD Benefits will be paid for any period of Disability when you are not receiving care by a Physician which is appropriate for the condition or conditions causing the Disability. Appropriate care is the treatment a patient would make a reasonable decision to accept after duly considering the opinions of medical professionals. This limitation will not apply after you reach your maximum point of recovery.

### B. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

### C. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

### D. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

### E. Mental Disorder

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by a Mental Disorder. However, if you are confined in a Hospital at the end of the Mental Disorder Limitation Period, this limitation will not apply while you are continuously confined.

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**Mental Disorder** means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause, (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, or anxiety and anxiety disorders.

**Hospital** means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

### F. Alcohol Use, Alcoholism Or Drug Use

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by your use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

### G. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of more than one Physical Disease, Injury or Mental Disorder for which LTD Benefits are payable for a limited period of time, the limitation periods will run concurrently for all limited conditions.
2. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which LTD Benefits are payable for a limited period of time, and at the same time are Disabled as a result of a Physical Disease, Injury or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to a limitation before LTD Benefits are payable for any condition that is not subject to a limitation.
3. No LTD Benefits will be payable after the ending date of the longest limitation period that applies to your Disability, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury or Pregnancy for which payment of LTD Benefits is not limited.

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## CLAIMS

### A. Notice Of Claim

Written notice of claim must be provided to us within 60 days after the date you claim you became Disabled, or as soon thereafter as is reasonably possible.

### B. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability. Subject to the time period for providing notice of claim, such letter will constitute notice and proof of claim.

### C. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If your claim was closed, you must give us Proof Of Loss within 90 days after the date LTD Benefits ended. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

### D. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques. Examples of clinical and laboratory diagnostic

## Attachment B

techniques include but are not limited to actual observations upon physical examinations, blood tests, imaging studies (such as x-rays, MRIs and CT scans), electrocardiograms (EKG) and electroencephalograms (EEG).

### E. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

### F. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

### G. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

### H. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

### I. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your 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

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original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

### J. Assignment

The rights and benefits under the Group Policy are not assignable.

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## TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action shall be brought after the expiration of three years after the date Proof Of Loss is required to be given.

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## INCONTESTABILITY PROVISIONS

### A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years, during the lifetime of the insured, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.

### B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and

## Attachment B

2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for fraudulent misrepresentations.

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### CLERICAL ERROR, AGENCY, AND MISSTATEMENT

#### A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

#### B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

#### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

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### TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

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### DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

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Contributory means insurance is elective and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, psychologist or chiropractor. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Your Domestic Partner means an individual recognized as such under California state law.

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## POLICYHOLDER PROVISIONS

### A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.



## Attachment B

### B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance.

### C. Changes In Premium Rates

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
2. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
3. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 180 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

### D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

### E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 90 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for coverage during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

### F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 180 days.

### G. Premium Adjustments

## Attachment B

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

### H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

### I. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

### J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

### L. Entire Contract, Changes

The Group Policy and the applications of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy, or to waive any of their provisions.

### M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

- **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

**COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

**NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
PO Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

**CALIFORNIA NOTICE OF COMPLAINT PROCEDURE**

**Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:**

**Standard Insurance Company  
PO Box 711  
Portland, OR 97207  
(503) 321-7000**

**If the problem is not resolved, you may also write to the State of California at:**

**Department of Insurance  
Consumer Services Division  
300 S. Spring Street, 9th FL  
Los Angeles, CA 90013  
1-800-927-HELP (4357)**

**[www.insurance.ca.gov/0500-about-us/02-department/030-csmcb/consumer-services.cfm](http://www.insurance.ca.gov/0500-about-us/02-department/030-csmcb/consumer-services.cfm)**

**This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.**



## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

### GROUP SHORT TERM DISABILITY INSURANCE POLICY

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Policyholder:	San Bernardino County
Policy Number:	762889-A
Effective Date:	July 26, 2025

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The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By

President and CEO

Corporate Secretary

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## COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) insurance. Other provisions, including exclusions, limitations, and Deductible Income appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	762889-A
Policyholder:	San Bernardino County
Employer(s):	San Bernardino County
Group Policy Effective Date:	July 26, 2025
Policy Issued in:	California

---

#### Member means:

1. A regular full-time employee of the Employer who is:
  - a. An exempt employee or member of another employee group which has been expressly approved for this coverage by the County Board of Supervisors working in a regular County position budgeted for 40 hours or more per pay period;
  - b. A represented employee working in a regular County position budgeted for 40 hours or more per pay period and who is a designated member of one of the following: Craft, Labor and Trades Unit; Professional Unit; Administrative Services Unit; Supervisory Unit; Management Unit; Clerical Unit; Technical and Inspection Unit; Attorney Unit; Nurses Unit; Other Employees or Employee groups who have been expressly approved for this coverage by the County Board of Supervisors;
  - c. A Preschool Services Department employee;
  - d. A Probation Class employee; or
  - e. A Specialized Peace Officers and Specialized Peace Supervisors (SPO and SPS) Class employee;
2. Actively At Work at least 40 hours each pay period (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, school continuation periods, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

#### Class Definition:

Class 1:	Exempt Members, and any other Members not in Classes 2, 3, 4, or 5
Class 2:	Represented Members
Class 3:	Preschool Services Department Members
Class 4:	Probation Class Members
Class 5:	SPO/SPS Class Members

---

## SCHEDULE OF INSURANCE

**Eligibility Waiting Period:** You are eligible on the later of (A) the Group Policy Effective Date, and (B) the date determined as follows:

Class 1: The first day after one pay period as a Member.

Class 2: The first day after two pay periods as a Member.

Class 3: The first day after two pay periods as a Member.

Class 4: The first day after two pay periods as a Member.

Class 5: The first day after two pay periods as a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

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**STD Benefit:**

Class 1: 55% of the first \$4,356 of your Predisability Earnings, reduced by Deductible Income.

Class 2: 55% of the first \$3,056 of your Predisability Earnings, reduced by Deductible Income.

Class 3: 55% of the first \$3,056 of your Predisability Earnings, reduced by Deductible Income.

Class 4: 55% of the first \$3,056 of your Predisability Earnings, reduced by Deductible Income.

Class 5: 55% of the first \$3,056 of your Predisability Earnings, reduced by Deductible Income.

**Weekly Maximum:**

Class 1: \$2,396 before reduction by Deductible Income.

Class 2: \$1,681 before reduction by Deductible Income.

Class 3: \$1,681 before reduction by Deductible Income.

Class 4: \$1,681 before reduction by Deductible Income.

Class 5: \$1,681 before reduction by Deductible Income.

**Weekly Minimum:** \$25.

**Benefit Waiting Period:**

For Disability caused by  
accidental Injury: 7 days

For Disability caused by Physical  
Disease, Pregnancy or Mental  
Disorder: 7 days

**Maximum Benefit Period:**

Class 1: 180 days

Class 2: 52 weeks

Class 3: 52 weeks

Class 4: 90 days

Class 5: 30 days

However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

If you are Disabled for less than one full week, we will pay one-seventh of the STD Benefit for each day of Disability.

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## PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

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## PREMIUM AND RENEWALS

Premium Rate:

Monthly rates:

Classes 1, 2, 3: \$0.790 monthly per \$10.00 of STD Benefit, before reduction by Deductible Income.

Class 4: \$0.540 monthly per \$10.00 of STD Benefit, before reduction by Deductible Income.

Class 5: \$0.280 monthly per \$10.00 of STD Benefit, before reduction by Deductible Income.

Bi-weekly rates:

Classes 1, 2, 3: \$0.365 bi-weekly per \$10.00 of STD Benefit, before reduction by Deductible Income.

Class 4: \$0.249 bi-weekly per \$10.00 of STD Benefit, before reduction by Deductible Income.

Class 5: \$0.129 bi-weekly per \$10.00 of STD Benefit, before reduction by Deductible Income.

Premium Due Dates:

July 26, 2025 and the first day of each calendar month thereafter.

Initial Rate Guarantee Period:

July 26, 2025 to July 26, 2030.

Minimum Participation Number:

10 insured Members

Minimum Participation Percentage:

100% of eligible Members

## INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay STD Benefits according to the terms of the Group Policy after we receive Proof Of Loss.

ST.IC.CA.1

## BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular full-time employee of the Employer who is:
  - a. An exempt employee or member of another employee group which has been expressly approved for this coverage by the County Board of Supervisors working in a regular County position budgeted for 40 hours or more per pay period;
  - b. A represented employee working in a regular County position budgeted for 40 hours or more per pay period and who is a designated member of one of the following: Craft, Labor and Trades Unit; Professional Unit; Administrative Services Unit; Supervisory Unit; Management Unit; Clerical Unit; Technical and Inspection Unit; Attorney Unit; Nurses Unit; Other Employees or Employee groups who have been expressly approved for this coverage by the County Board of Supervisors;
  - c. A Preschool Services Department employee;
  - d. A Probation Class employee; or
  - e. A Specialized Peace Officers and Specialized Peace Supervisors (SPO and SPS) Class employee;
2. Actively At Work at least 40 hours each pay period (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, school continuation periods, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(VAR MBR DEF) ST.BI.OT.1

## WHEN YOUR INSURANCE BECOMES EFFECTIVE

### A. When Insurance Becomes Effective

Subject to the **Active Work Provisions**, your insurance becomes effective on the date you become eligible.

### B. Takeover Provision

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

## ACTIVE WORK PROVISIONS

### A. Active Work Requirement

## Attachment C

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Substantial And Material Acts of your Own Occupation at your Employer's usual place of business.

### B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

ST.AW.CA.1

## CONTINUITY OF COVERAGE

### Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on effective date of your Employer's coverage without meeting the Active Work requirement. See Active Work Provisions.

The STD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement will be:

1. The weekly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

There is no Minimum STD Benefit if there is a reduction by benefits payable under the Prior Plan.

ST2.CC.07

## WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The last day of the pay period in which your employment terminates.
4. The last day of the pay period in which you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
  - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
  - d. During the Benefit Waiting Period and while STD Benefits are payable.

ST.EN.OT.1

## CONTINUED INSURANCE DURING SCHOOL VACATIONS

If you cease to be a Member because of a school break or vacation, your insurance will be continued during that period.

ST2.SV.01

## REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you cease to be a Member for any reason other than item 1 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
4. In no event will insurance be retroactive.

(NONOCC) ST.RE.OT.4

## DEFINITION OF DISABILITY

You are Disabled if you meet either of the following definitions:

1. Definition of Total Disability; or
2. Definition of Partial Disability.

You are required to be Totally Disabled or Partially Disabled from your Own Occupation.

1. Total Disability Definition: You are Totally Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Substantial And Material Acts necessary to pursue your Own Occupation and you are not working in your Own Occupation.
2. Partial Disability Definition: You are Partially Disabled from your Own Occupation if you are not Totally Disabled and you are actually working in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Predisability Earnings.

Note: You are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.

You may work in another occupation while you meet the definition of Disability. However, your Work Earnings may be Deductible Income and STD Benefits will end when your Work Earnings meet or exceed 80% of your Predisability Earnings. See **Return To Work Provisions, Deductible Income, and When STD Benefits End.**

Own Occupation may be interpreted to mean the employment, business, trade or profession that involves the Substantial And Material Acts of the occupation you are regularly performing for your

Employer when Disability begins. Own Occupation is not necessarily limited to the specific job you perform for your Employer.

Substantial And Material Acts means the important tasks, functions and operations generally required by employers from those engaged in your Own Occupation that cannot be reasonably omitted or modified. In determining what Substantial And Material Acts are necessary to pursue your Own Occupation, we will first look at the specific duties required by your job. If you are unable to perform one or more of these duties with reasonable continuity, we will then determine whether those duties are customarily required of other individuals engaged in your Own Occupation. If any specific, material duties required of you by your job differ from the material duties customarily required of other individuals engaged in your Own Occupation, then we will not consider those duties in determining what Substantial And Material Acts are necessary to pursue your Own Occupation.

(WITH PARTL\_CA DOI DEF) ST.DD.CA.1

## **RETURN TO WORK PROVISIONS**

### **A. Return To Work Incentive**

You may serve your Benefit Waiting Period while working if you meet the Definition of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3:

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
2. Determine 100% of your Predisability Earnings.
3. If 1. is greater than 2., the difference will be Deductible Income.

### **B. Work Earnings Definition**

Work Earnings means your gross weekly earnings from work you perform while Disabled. Work Earnings includes:

1. Earnings from your Employer.
2. Earnings from any other employer or self employment for which you become employed after the date of your Disability.
3. Any increases, except regularly scheduled increases, in earnings from employment from any other employer or self employment in which you were engaged prior to the date of your Disability.
4. Any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.

## Attachment C

3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four-weeks equal or exceed 80% of your Predisability Earnings.

(NO RTW RESP) ST.RW.CA.2

### **REASONABLE ACCOMMODATION EXPENSE BENEFIT**

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit in an amount agreed to by us, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

ST.RA.OT.1

### **TEMPORARY RECOVERY**

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period. See **Definition Of Disability**.

#### **A. Allowable Period**

The allowable period of recovery during the Maximum Benefit Period is: a total of 90 days of recovery.

#### **B. Effect Of Temporary Recovery**

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

ST.TR.CA.1

### **WHEN STD BENEFITS END**

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.



## Attachment C

4. The date long term disability benefits become payable to you under a group long term disability policy, even if that occurs before the end of the Maximum Benefit Period.
5. The date benefits become payable to you under any other disability insurance plan under which you become insured through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.
7. The date your Work Earnings equal or exceed 80% of your Predisability Earnings.

(REV LTD LIM) ST.BE.CA.3

### **PREDISABILITY EARNINGS**

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your weekly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 56 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 56 hours.

(BASE\_NO STOCK) ST.PD.OT.1

### **DEDUCTIBLE INCOME**

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Your Work Earnings, as described in the **Return To Work Provisions**.
2. Any amount you receive or are entitled to receive because of your disability under a state disability income benefit law or similar law.

3. Any amount you receive because of your disability under any other group insurance coverage, as determined below:
  - a. Determine the amount of your STD Benefit as if there were no Deductible Income, add the amount you receive from any other insurance coverage because of your disability.
  - b. Determine 80% of your Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
4. Any amount you receive or are entitled to receive because of your Disability or amount you receive because of your retirement under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.

Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.
5. Any earnings or compensation included in Predisability Earnings which you receive or have a right to receive while STD Benefits are payable.
6. Any amount you receive under any unemployment compensation law or similar act or law.
7. Any amount of third party liability payments you receive by judgment, settlement or otherwise (less attorneys' fees).
8. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(PUB\_NONOCC\_WITH RTW\_100% SL\_GRP OTHR OFFST\_WITH 3RD) ST.DI.CA.1X

### **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. California Workers' Compensation benefits for permanent total or permanent partial disability.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
  - e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.

h. Keogh (HR-10) plan.

(PUB\_WITH OTHR OFFST) ST.ED.CA.1

## **RULES FOR DEDUCTIBLE INCOME**

### **A. Weekly Equivalents**

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

If you receive a lump sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, we will determine your STD Benefit using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on the amount you receive, and on the life expectancy of a person your age on the later of:

- a. The date the lump sum is paid; and
- b. The date STD Benefits become payable.

### **B. Your Duty To Pursue Deductible Income**

You must pursue Deductible Income for which you may be entitled. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request.

### **C. Estimating and Deducting**

For any item of Deductible Income that includes amounts you, your Spouse, or your child are entitled to receive, we may reduce your STD Benefit by the amount we estimate you would be entitled to receive if:

1. You have failed to pursue the Deductible Income with reasonable diligence;
2. We have a reasonable, good faith belief that you are entitled to the Deductible Income; and
3. We are able to reasonably estimate the amount that would be payable.

We will not estimate and deduct amounts with respect to a claim for Deductible Income that is pending, so long as you continue to pursue the claim with reasonable diligence.

### **D. Retirement Benefits**

1. Early retirement benefits will be Deductible Income only if you elect early retirement, or if early retirement would not reduce your accrued annuity or pension benefits.
2. Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.

### **E. Pending Deductible Income**

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

### **F. Overpayment Of Claim**

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any STD Benefits until we have been repaid in full. In the meantime, any STD Benefits paid, including the

Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

ST.RU.CA.1

### **BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled; or
2. Termination of the Group Policy after you become Disabled.

ST.BA.OT.1

### **EFFECT OF NEW DISABILITY**

If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

ST.ND.OT.1

### **DISABILITIES EXCLUDED FROM COVERAGE**

#### **A. War**

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

#### **B. Intentionally Self-Inflicted Injury**

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

#### **C. Work Related**

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

#### **D. Violent Or Criminal Conduct**

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(NONOCC) ST.XD.CA.1

### **LIMITATIONS**

#### **A. Care Of A Physician**

## Attachment C

During the Benefit Waiting Period, you must be receiving care by a Physician which is appropriate for the condition or conditions causing the Disability. No STD Benefits will be paid for any period of Disability when you are not receiving care by a Physician which is appropriate for the condition or conditions causing the Disability. Appropriate care is the treatment a patient would make a reasonable decision to accept after duly considering the opinions of medical professionals. This limitation will not apply after you reach your maximum point of recovery.

### B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

### C. Imprisonment

No STD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

### D. Rehabilitation Program

No STD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us and by your Physician, unless your Disability prevents you from participating.

Your failure to participate in the approved program will result in the termination of your benefits.

(NONOCC) ST.LM.CA.1

## CLAIMS

### A. Notice of Claim

Written notice of claim must be provided to us within 60 days after the date you claim you became Disabled, or as soon thereafter as is reasonably possible.

### B. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability. Subject to the time period for providing notice of claim, such letter will constitute notice and proof of claim.

### C. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If your claim was closed, you must give us Proof of Loss within 90 days after the date STD Benefits ended. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

### D. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques. Examples of clinical and laboratory diagnostic techniques include but are not limited to actual observations upon physical examinations, blood tests, imaging studies (such as x-rays, MRIs and CT scans), electrocardiograms (EKG) and electroencephalograms (EEG).

## Attachment C

### E. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

### F. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

### G. Time Of Payment

We will pay STD Benefits within 60 days after you satisfy Proof Of Loss.

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

### H. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

### I. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your 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

## Attachment C

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. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim

### J. Assignment

The rights and benefits under the Group Policy are not assignable.

( PUB WRDG) ST.CL.CA.1

## TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought after the expiration of three years after the date Proof of Loss is required to be given.

ST.TL.CA.1

## INCONTESTABILITY PROVISIONS

### A. Incontestability Of Insurance

Any statement you make to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any person claiming benefits a copy of the signed written instrument which contains your misrepresentation.

After insurance has been in effect for two years, during your lifetime, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.

### B. Incontestability Of The Group Policy

## Attachment C

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for fraudulent misrepresentations.

ST.IN.CA.1

### **CLERICAL ERROR, AGENCY AND MISSTATEMENT**

#### **A. Clerical Error**

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

#### **B. Agency**

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

#### **C. Misstatement Of Age**

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the amount paid and the amount which would have been paid if the age had been correctly stated.

ST.CE.OT.1

### **TERMINATION OR AMENDMENT OF THE GROUP POLICY**

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.



## Attachment C

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

ST.TA.OT.1

### DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group STD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Physician means a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, psychologist or chiropractor. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

STD Benefit means the weekly benefit payable to you under the terms of the Group Policy.

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## **POLICYHOLDER PROVISIONS**

### **A. Premiums**

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

### **B. Contributions From Members**

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

### **C. Changes In Premium Rates**

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
2. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
3. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 180 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

### **D. Payment Of Premiums**

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

### **E. Grace Period And Termination For Nonpayment**

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 90 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

### **F. Termination For Other Reasons**

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and

## Attachment C

2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 180 days.

### G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

### H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

### I. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

### J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### K. Notice Of Suit

The Policyholder and Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

### L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy, or to waive any of its provisions.

### M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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CA/STDP2000(CA09)

Attachment D

PERFORMANCE GUARANTEES - San Bernardino County

Measure	Target	Reporting Methodology	Formula	Reporting Frequency	Assessment Frequency	Annual % of Total Funds at Risk	Comments
<b>Initial Decision Turnaround Time</b>							
STD Claims	95% of STD claims will receive a determination to approve, pend, or deny within 5 business days of claim assignment	Via timeliness report	Number of claims determined within 5 business days + Total number of claims determined during the reporting period	Semi-Annual	Annually	7.14%	Measured from the date all information is available to process the claim to the date claim decision is made. Measurement is based upon business days.
<b>Procedural Accuracy</b>							
STD Claims	98.00%	Via audit sampling of STD claim decisions. Audit 100% of STD claims up to a maximum of 30 for any quarter.	Total number of procedures handled correctly + Total number of procedural requirement	Semi-Annual	Annually	7.14%	Procedural accuracy is how accurately the claim was handled. Key claim procedures measured are member's address, Social Security Number, date of birth, division name/administrative unit, diagnosis code, future close date and communication to Employees and Employer within 2 business days of approval or 5 business days of approval for closed period or denial.
<b>Financial Accuracy</b>							
STD Claims	98.00%	Via audit sampling of STD claim decisions. Audit 100% of STD claims up to a maximum of 30 for any quarter.	1- Total dollar amount of payment errors + Total dollars payable	Semi-Annual	Annually	7.14%	Payment accuracy is how accurately the computation of the benefits is for a given claim, including all deductions, taxes, offsets, and adjustments.
<b>Disability Member/Claimant Satisfaction</b>							
Member Satisfaction with Initial Claim Decision	Average score of "Satisfied" (3 or higher) on member surveys	Monthly Transaction Report	Sum of responses to Overall Satisfaction question + Total number of respondents	Semi-Annual	Annually	7.14%	100% of all initial STD claim decisions will be surveyed. Survey instrument rating is on a 1 to 5 scale.
<b>Customer Telephone Service</b>							
Average speed to answer	Average speed <=30 seconds	Via call management system report.	Number of seconds to answer all calls during the reporting period + Total number of calls answered during the reporting period	Semi-Annual	Annually	5.14%	Must have a toll free 800 number to have guarantees around phone service. If the Calls Abandoned metric fails at the end of the annual assessment period, the amount at risk will be tied to STD and LTD premium.
Calls Abandoned	4% or less (Excludes calls abandoned within 10 seconds.)	Via call management system report.	Number of calls abandoned during the reporting period + Total number of incoming calls during the reporting period	Semi-Annual	Annually	5.14%	Must have a toll free 800 number to have guarantees around phone service. If the Calls Abandoned metric fails at the end of the annual assessment period, the amount at risk will be tied to STD and LTD premium.
<b>Workplace Productivity</b>							
Stay-At-Work (SAW)	80% or greater stay at work	Via WPP report	Number of successful SAW cases + Total number of employees engaged in the SAW program	Semi-Annual	Annually	7.14%	Minimum SAW referral volume from <b>County of San Bernardino</b> of at least 2% of Short-Term Disability (STD) annual claim volume on a calendar year basis. Stay at Work referrals are generated by the employer since no claim is filed to alert The Standard of the employee.

Attachment D

PERFORMANCE GUARANTEES - San Bernardino County

Measure	Target	Reporting Methodology	Formula	Reporting Frequency	Assessment Frequency	Annual % of Total Funds at Risk	Comments
Return-to-Work (RTW) - Behavioral Health	Year 1: 4% average duration reduction Year 2: 3% average duration reduction Year 3-5: 2% average duration reduction	Via WPP report	Annual average duration of STD claims is lower than previous year's average duration	Semi-Annual	Annually	7.14%	Requires the following participation rates of employees who are offered services: Year 1: 65% Year 2: 70% Year 3-5: 75%  This guarantee will apply only to diagnoses that are amenable to case management and consultation services, specifically: • Behavioral health (psychiatric & substance use) conditions* excluding conditions that are not amenable to case management or consultation services, for example: • Exclude mental disorders due to known physiological conditions, such as dementias* • Exclude intellectual disabilities* • Exclude pervasive and specific developmental disorders, such as autism-spectrum disorders*
Return-to-Work (RTW) - Musculoskeletal Conditions	Year 1: 4% average duration reduction Year 2: 3% average duration reduction Year 3-5: 2% average duration reduction	Via WPP report	Annual average duration of STD claims is lower than previous year's average duration	Semi-Annual	Annually	7.14%	Requires the following participation rates of employees who are offered services: Year 1: 65% Year 2: 70% Year 3-5: 75%  This guarantee will apply only to diagnoses that are amenable to case management and consultation services, specifically musculoskeletal conditions and musculoskeletal injuries such as dislocations, fractures, and sprains**
Workplace Possibilities Employee Management Survey	90% of participating employees indicate Satisfied on after service survey	Monthly Transaction Report	Sum of responses to Overall Satisfaction question rated 3 or higher + Total number of respondents	Semi-Annual	Annually	7.14%	100% of all employees engaged in the Workplace Possibilities program will be offered a survey. Survey instrument rating is on a 1 to 5 scale.
<b>Absence</b>							
Mails FMLA Notification packet timely	98% acknowledgement of initial notice of claim and/or FML Notification packet will be sent out in 2 business days	Via timeliness report	Number of leaves acknowledged within 2 business days + Total number of claims acknowledged during the reporting period	Semi-Annual	Annually	7.14%	
Makes FMLA determinations in a timely manner	95% within 5 business day of receipt of complete information.	Via timeliness report	Number of leaves determined within 5 business days + Total number of claims determined during the reporting period	Semi-Annual	Annually	7.14%	
<b>Implementation</b>							
	Contract will be issued within 30 business days following resolution of all outstanding issues.	Delivery date	Not applicable	Delivery date		\$25,000	One time payment.

Attachment D

PERFORMANCE GUARANTEES - San Bernardino County

Measure	Target	Reporting Methodology	Formula	Reporting Frequency	Assessment Frequency	Annual % of Total Funds at Risk	Comments
Plan Implementation	Average score of "Satisfied" (5 or higher) on plan implementation surveys.	SBC to evaluate the implementation experience	Sum of responses to Overall Satisfaction question Total number of respondents	One time after implementation	End of 1st contract period	\$25,000	One time payment. Implementation survey will be provided to SBC 90 calendar days after the effective date to mutually agreed upon SBC's representatives. Within 30 business days thereafter, SBC will complete the on-line survey.
	Post Certificate delivery will adhere to the Implementation Schedule/Calendar and will occur within 30 business days following receipt of the "Plan's" approval or Policy and Certificate Drafts.	Delivery date	Not applicable	Delivery date		\$25,000	One time payment.
<b>Account Management</b>							
Account Satisfaction Survey	Average score of "Satisfied" (3 or higher) on account surveys.		Sum of responses to Overall Satisfaction question Total number of respondents	Semi-Annual	Annually	11.14%	If the Account Management metric fails at the end of the annual assessment period, the amount at risk will be tied to STD, premium, LTD premium and Absence Management fees.
Reports – Financial and Claims							
• STD Experience report							
• Performance Guarantee report							
• Claim Detail report							
• STD Utilization reports	<=60 days after end of reporting period	Via electronic distribution	Not applicable	Semi-Annual	Annually	7.18%	If due date falls on a vendor holiday or a weekend, reports are due next business day.

\* Conditions are associated with ICD-10 diagnoses F10 through F69 with exclusions associated with ICD-10 codes F00 through F08, F70 through F79, and F80 through F89.  
 \*\* Conditions are associated with ICD-10 diagnoses M00 through M99 and S02, S03, S12, S13, S22, S23, S33, S42, S43, S52, S53, S62, S63, S72, S73, S82, S83, S92 & S93.

**IMPORTANT NOTES:**  
**TOTAL FUNDS AT RISK:** For each Policy Period (from July 26 - June 30 for the first year and July 1 - June 30 on annual basis thereafter), the maximum penalty payable in aggregate by The Standard to **San Bernardino County** as a consequence of failing to meet any or all of the foregoing Performance Guarantees is an amount not to exceed 2% of all insured products annual premium at risk and 10% of all Absence Management annual fees at risk. STD metrics are tied to STD premium/fees, WPP metrics are tied to STD premium & Absence Management metrics are tied to Absence Management fees.

**ASSESSMENT PERIOD:** All performance guarantee metrics are guaranteed on an annual basis.

Penalties will not apply to any line of coverage that has less than 20 paid claims during the annual assessment period.

**FORMULA:** All performance guarantee metrics are measured and reported on **San Bernardino County's** own results, not The Standard's book of business.

The Standard shall not be considered to have failed to perform its obligations under the agreement if any delay or nonperformance on its part is due, in whole or in part, to **San Bernardino County's** failure to discharge its own obligations timely.

The Performance Guarantee will remain in force for the current policy period. At the end of the policy period The Standard and policyholder will review and determine if the Performance Guarantee shall remain in force and if so, what the terms shall be for the new policy period.

Attachment D

PERFORMANCE GUARANTEES - San Bernardino County

Measure	Target	Reporting Methodology	Formula	Reporting Frequency	Assessment Frequency	Annual % of Total Funds at Risk	Comments
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The Standard shall be exempted from the liability for failure to perform the obligations partially or fully under this agreement in cases of force majeure which includes natural disasters, accidents, fires, civil disorders, war, prohibitions of the government, enactments of legislative and executive authorities which impede the fulfillment of the obligations by The Standard under this agreement and other circumstances beyond the control of The Standard. If The Standard cannot perform this agreement due to force majeure, it shall immediately notify the policyholder, and try its best to minimize the possible losses as sustained by the policyholder.

Effective Date: JUN 1, 2025

 Dawn Rowe

San Bernardino County:

Signature of authorized representative

Dawn Rowe, Chief, Board of Supervisors  
Print name and title of authorized representative

Standard Insurance Company:

 J. H. Schuster  
Signature of authorized representative

2nd VP Implementation & Enrollment

Print name and title of authorized representative

JUN 10 2025

Date

5/29/2025

Date

Attachment E

## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue  
Portland, Oregon 97204-1282

### MASTER AGREEMENT

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Client:	San Bernardino County
Master Agreement Number:	762889
Master Agreement Effective Date:	July 26, 2025

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This "Master Agreement (the "Agreement") is between Client and Standard Insurance Company, an Oregon corporation ("Standard").

Client and Standard agree as follows:

1. Services.
  - A. Standard shall provide services in accordance with written service agreements, each of which shall reference this Agreement and constitute a separate transaction independent of other service agreements. Standard shall provide the services during the term provided for in the service agreements. Service agreements are subject to the terms of this Agreement. Each service agreement will contain additional terms and conditions specific to the services described in that service agreement. No service agreement will be effective unless it has been signed by Client and accepted by Standard. In the event of a conflict between any terms of this Agreement and those contained in a service agreement, the conflicting terms in the service agreement will prevail; however, the specific or additional terms set forth in any service agreement shall apply to the parties' rights and obligations under that service agreement only, and not to any other service agreement.
  - B. Any change in services will be set forth in a written amendment to the applicable service agreement. No amendment will be effective unless it has been signed by Client and accepted by Standard.
2. Use of Name. Except to the extent necessary to perform services and to fulfill obligations under a service agreement, neither party shall use the name, trademark, logo or identification of the other party without the other party's prior written consent.
3. Right to Inspect Records. Subject to applicable law, each party agrees to allow the other, on reasonable written notice and at reasonable time and places, to inspect and photocopy, at the inspecting party's sole expense, any material files and records in such party's possession relating to the service performed under a service agreement.
4. Assignment and Subcontracting. This Agreement shall not be assigned by Client without Standard's written consent. Standard shall not enter into a subcontract solely and exclusively for

Standard Insurance Company

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Master Agreement

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Issued 5/7/2025



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the performance of any services under this Agreement or service agreement without the advance written agreement of the Client, which shall not be unreasonably withheld.

5. Relationship of the Parties. Standard and Client are each acting under this Agreement and any service agreement as an independent contractor and not as an employee, joint venturer or partner of the other. Neither party nor their respective employees shall have any authority to make any representation, contract or commitment on behalf of the other party unless specifically requested or authorized to do so by authorized personnel of such other party.
6. Fiduciary Status of Standard. Standard shall not be deemed to be a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974, except as required by applicable law.
7. Indemnification.

Standard agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

8. Termination.

For any termination of coverage, other than for non-payment of premium, Standard cannot attempt to terminate any contract until the end of the rate guarantee period.

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports in a format usable by the County and at no cost to the County.

9. Confidential Information.

- A. "Confidential Information" means Client's information that is not generally released to third parties in the absence of confidentiality requirements; or is not generally released to third parties unless required by law; or is classified under state or federal law as confidential or private information which disclosure is restricted by law; or is proprietary to Client or the disclosure of which would be detrimental to Client.
- B. Standard shall maintain the confidential and proprietary nature of Confidential information and shall: (i) restrict disclosure of such Confidential Information to its own employees to whom the Standard determines disclosure is reasonably necessary as having a "need to know"; (ii) advise such persons of the obligations of confidentiality hereunder with respect to such Confidential Information; (iii) make disclosures to third party contractors and other non-employees under Standard's control who have a "need to know" only if such third party contractors and other non-employees execute a non-disclosure agreement that require they treat Confidential Information with the same degree of care, and to limit disclosure of Confidential Information, as set forth in the terms and conditions of this Agreement; (iv) limit

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the number of copies made of such Confidential Information to those reasonably necessary to fulfill the purpose of this Agreement or service agreement (and reproduce any legends or notices of the confidentiality or proprietary nature on each copy), except that no copies shall be made of computer software programs or related documentation except pursuant to the terms of any separate license or other agreement governing Standard's rights in that software or documentation; (v) use such Confidential Information only for the purposes of this Agreement or service agreement and only for the benefit of Client, and not otherwise appropriate such Confidential Information to its own use or to the use of any other person or entity; (vi) share Confidential Information, including with third parties, only for the benefit of the client for the purposes of this Agreement or service agreement, or any other applicable agreements between Standard and the Client, provided that such sharing is in compliance with cybersecurity and privacy statutory frameworks such as but not limited to: the California Consumer Privacy Act, the California Privacy Rights Act, the Health Information Portability and Accountability Act, and the Gramm-Leach Bliley Act and; (vii) use substantially the same degree of care to maintain the confidentiality of such Confidential Information as Standard uses with respect to its own Confidential Information (but in any event not less than a reasonable standard of care). These obligations do not apply to information or materials that are or become generally known by third parties other than as a result of an act or omission by Standard; were already independently known by Standard prior to receiving them from Client; or are developed independently by Standard.

C. Standard may disclose Confidential Information if allowed or required by law.

10. Warranties. Standard warrants that:

- A. It is licensed to conduct its business as it is now being conducted and is authorized to do business in each state in which it provides services;
- B. The services will be performed on time and will be performed in a professional manner in accordance with service providers practicing under similar conditions and in accordance with generally acceptable industry standards;
- C. The services will be performed in accordance with all applicable laws, regulations or other legal requirements in effect as of the date services are performed; and
- D. Its personnel are trained, qualified and have direct experience in performing the services. Standard warrants the performance of any subcontractor used in performance of the services in the same manner that Standard warrants its own personnel.

11. Force Majeure. Neither party shall be responsible for any delay or failure in performance of any part of this Agreement or service agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control.

12. Governing Law. This Agreement and all service agreements shall be subject to and construed under the laws of the State of California.

13. Entire Agreement. This Agreement is part of a package of agreements between Client and Standard governing the relationship between the parties. To the extent there is a conflict between this Agreement or a service agreement and the County's standard contract, the County's standard contract will prevail over any and all agreements specifically with respect to services under this Agreement and any service agreement.

14. Amendment and Waiver. Except as expressly provided in this Agreement, neither this Agreement, service agreement, nor any term thereof may be amended, waived, discharged or terminated other than by a written instrument signed by both parties. The failure of either party to insist on strict compliance with this Agreement or any service agreement, or to exercise any right or remedy under this Agreement or any service agreement, shall not constitute a waiver of any rights or remedies

Standard Insurance Company

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provided under this Agreement or any service agreement, nor stop the parties from demanding full and complete compliance nor prevent the parties from exercising such a right or remedy in the future.

15. Severability. If any provision of this Agreement or any service agreement becomes invalid or unenforceable by reason of any change in the law or by reason of the decision of any court or government agency, the remaining provisions shall remain in effect unless either party determines in good faith that the elimination of the provision found to be invalid or unenforceable subjects that party to prosecution, civil penalty, loss of license or material economic burden in which event that party may notify the other party in writing and seek renegotiation of that portion of the Agreement or service agreement found to be invalid or unenforceable.
16. Duplicate Originals. This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but which collectively shall constitute one and the same instrument.

The parties are signing this Agreement on the dates indicated below.

**San Bernardino County**



Authorized Signer

Dawn Rowe, Chair, Board of Supervisors

Authorized Signer Title

JUN 10 2025

Date Signed

**Standard Insurance Company**

DocuSigned by:  


Authorized Signer

Jill Schlofer

2nd VP Implementation & Enroll

Authorized Signer Title

5/29/2025

Date Signed

## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue  
Portland, Oregon 97204-1282

### ABSENCE MANAGEMENT SERVICE AGREEMENT

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Client:	San Bernardino County
Master Agreement Number:	762889
Absence Management Service Agreement Number:	762889-C
Absence Management Service Agreement Effective Date:	July 26, 2025

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This Absence Management Service Agreement ("Service Agreement") is made part of the above referenced Master Agreement between Standard Insurance Company ("Standard") and Client.

#### 1. Scope of Absence Management Services.

- A. Standard's absence management services consist of the following:
- (1) Administration of federal Family and Medical Leave Act (FMLA);
  - (2) Tracking leaves taken for military service under the Uniformed Services Employment and Reemployment Rights Act (USERRA);
  - (3) Administration of unpaid state family and medical leave laws;
  - (4) Administration of other unpaid state leave laws;
  - (5) Administration of Client's company-sponsored leaves according to mutually agreed upon procedures; and
  - (6) A combined administrative process for management of leaves of absence together with any fully insured disability policies issued by Standard.
- B. Standard will perform the absence management services in accordance with its internal operational procedures.
- C. Standard will provide correspondence templates that support the leaves administered. Any changes or customizations requested by Client will not be reviewed by Standard for compliance with any laws or any special agreements such as a collective bargaining agreement.
- D. Standard will track all leaves under administration in 15-minute increments.
- E. Provide periodic compliance updates notifying Client of changes in the law that may be of interest or impact leave administration processes.

**Attachment F**

F. Standard shall provide data transfer upon termination of this Service Agreement; and provide such data in a media and format that is mutually agreed upon by the Client and Standard.

**2. Employees Covered under this Service Agreement.**

Standard will provide absence management services to all employees regardless of whether the employees are covered under other Standard plans.

**3. Affiliates Covered by this Service Agreement.**

A. For the purposes of this Service Agreement, "Client" includes any applicable affiliates as agreed upon by the parties.

B. Client warrants that it has the authority to enter into this Service Agreement on behalf of any affiliates.

**4. Client's Obligations.** Client shall:

A. Provide Standard with employee and Client data required by Standard to set up, implement, and administer absence management services; and provide such data in a media (electronic or paper) and a format requested by Standard.

B. Provide data feed bi-weekly as determined by the Client and Standard to maintain service levels as described in the Eligibility Feed Specifications document, and Historic Data Conversion Specifications, and any other information necessary to implement the absence management service for Client.

C. Provide Standard, in writing, the names of individuals authorized to act for Client in connection with this Service Agreement, together with a statement of the extent of their authority, and promptly notify Standard when such authorization ends.

D. Furnish any information reasonably required by Standard to carry out its duties under this Service Agreement, including but not limited to accurate information regarding an employee's weekly work schedule.

E. Provide Standard, in writing, copies of company-sponsored leave policies that Standard is administering on behalf of Client, including amendments or revisions, as may reasonably be required for Standard to fulfill its obligation under this Service Agreement.

F. Retain authority to make final determinations on whether or not an individual employee is eligible for any of the leaves administered by Standard under this Service Agreement.

G. Retain the duty to comply with other notice requirements not otherwise specified in this Service Agreement. (e.g. posting requirements, language translation requirement).

H. Pay the costs of any and all independent medical exams ("IME"), scheduled at the request of the Client for obtaining second or third opinions that are permitted by state or federal laws. Billing procedures for IMEs are to be mutually agreed upon by the parties.

I. Provide a response within 2 business days to Standard's inquiries regarding employee eligibility or information otherwise not provided on the eligibility feed.

**5. Fees and Payment.**

A. The fees for the services described in this Service Agreement are shown in the Fee Schedule below.

B. Standard may change the amount, the method of determination, or both, of any fees not yet due, when:

- (1) A change in any law or regulation affects the manner in which Standard performs any function under this Service Agreement; or

Attachment F

- (2) Client and Standard mutually agree in writing to a change in fees.
- C. Except as provided above, the fees will not be changed during the Initial Rate Guarantee Period of July 26, 2025 to July 26, 2030. Thereafter, Standard may change the amount, the method of determination, or both, of any fees not yet due, upon 180 days written notice to Client. No such change in fees shall be made more than once in any calendar year.
- D. All fees are due and payable within 90 days of each premium due date of the short term disability insurance policy.

**Fee Schedule**

<b>Service Description</b>	<b>Fee</b>
Administrative Services "Per Employee Per Month" (PEPM) For FMLA, State Leaves, USERRA and one Company Specific Leave of Absence	\$2.45 monthly \$1.13 bi-weekly
Cost per additional Company Specific Leave of Absence PEPM	\$.08 monthly \$.04 bi-weekly
Takeover of Open Claims Flat rate or Per claim	No Additional charge
One Time Implementation Fee	Not applicable
Additional Data Mapping Fee (per additional feed)	\$1,500

- 6. Additional Services.** In the event that Client desires that Standard perform consulting or other services related to leave management that are not otherwise outlined in this Service Agreement, and if Standard agrees to provide such additional services, then Standard and Client will agree on the rate to be charged by Standard for performance of additional services prior to the commencement of any additional work.
- 7. Record Ownership.** All documents, records, reports and data stored in Standard's possession relating to the administration of Client's leave service shall at all times be considered the property of Client, subject to the following:
- A. Standard's right to possession during the continuance of this Service Agreement.
- B. Records obtained for the purpose of investigating and administering disability claims under Standard's insurance policies are owned by Standard and shall be retained pursuant to applicable insurance laws and Standard's records retention policy.
- 8. Change to Service Agreement.** The terms of the absence management services are governed under the Master Agreement and this Service Agreement. The Service Agreement may be changed in whole or in part. No change in the Service Agreement will be valid unless it is approved in writing and signed by both Standard and the Client. Client and Standard represent and warrant that signers to any changes are authorized to accept changes to the Service Agreement.
- 9. Disclaimers.**
- A. While Standard will track and report leaves as specified in this Service Agreement and will also take responsibility for leave administration as specifically agreed to in this Service Agreement, Standard cannot guarantee Client's compliance with other laws (such as the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), workers' compensation, and Consolidated

Attachment F

Omnibus Budget and Reconciliation Act (COBRA)) that may impact employee leave rights or rights upon termination of employment.

Note: Some states have anti-discrimination laws which may require employers to provide accommodations which could include a leave of absence. Unless otherwise specified in this Service Agreement or specifically agreed upon by Standard and Client, these leave accommodations are not part of Standard's absence management services.

- B. Historical leaves taken over by The Standard from prior vendor or employer: The Standard's absence management system will default to an 8 hour/day, 40 hour/week, Monday thru Friday work week when historical absences are loaded. Client acknowledges that for those employees with an alternative work schedule, leave usage and entitlement balances may not be accurately reflected.
- C. Some Clients may be subject to certain laws, or have company policies that provide accrued leave or salary during an approved leave of absence. Unless otherwise agreed to by Client and Standard, Standard does not administer paid leave policies.
- D. Certain leave laws may specify that an employer is required to maintain specific health or other benefits during an employee's leave of absence. Unless otherwise agreed to by Client and Standard, Standard does not assist with collection of premium or other fees associated with such obligations.
- E. Standard shall not be considered to have failed to perform its obligations under this Service Agreement if any delay or nonperformance on its part is due, in whole or in part, to Client's failure to discharge its own obligations promptly.
- F. Standard is not responsible for timely notification or administration of leaves (consistent with the timeframes outlined in this Service Agreement) in situations where Standard did not receive timely notification of the need for leave.
- G. Standard shall not be held responsible for complying with timeliness guarantees where Client has instructed Standard to designate leave based on determination by a secondary source.
- H. Some reports and notifications provided as part of this absence management service contain private, sensitive or medical information. Client remains responsible for determining who within Client's organization have access or permissions to review reports or receive emails.
- I. Standard's absence management service is limited to the service described in this Service Agreement, any service not described is considered outside the scope of our service and remain the responsibility of Client.
- J. Some reports and notifications provided as part of this absence management service contain private, sensitive or medical information. Client remains responsible for determining who within Client's organization have access or permissions to review reports or receive emails.
- K. Standard's absence management service is limited to the service described in this Service Agreement, and any service not described is considered outside the scope of Standard's service and remain the responsibility of Client.

Attachment F

**10. Termination of Service Agreement.** This Service Agreement terminates automatically when the Client no longer has a fully insured short term disability insurance policy with the Standard.

The parties are signing this Service Agreement on the dates indicated below.

**San Bernardino County**



Authorized Signer

Dawn Rowe, Chair, Board of Supervisors

Authorized Signer Title

JUN 10 2025

Date Signed

**Standard Insurance Company**

DocuSigned by:  


Authorized Signer

Jill Schlofer

2nd VP Implementation & Enro

Authorized Signer Title

5/29/2025

Date Signed



**STANDARD INSURANCE COMPANY**  
Employee Benefits - Underwriting  
900 SW Fifth Ave. Portland, OR 97204-1282

**Application for Group Insurance**

Please type or print

**REQUESTED EFFECTIVE DATE** 07/26/2025**APPLICANT****Full Legal Name of Group** (Exactly as it is to be shown in the policy.)

San Bernardino County

Street Address 175 W 5th Street, 1st Floor

City San Bernardino

State

CA

Zip Code 92415

Phone No. ( 909 ) 3875787

Fax No. ( 909 ) 3875566

Email

Group Contact Sandra Wakcher

Contact's Title Benefits Chief

Contact's Phone No. if different ( 909 ) 3879676

Contact's Fax No. if different ( )

**Nature of Business** Government**INSURANCE COVERAGE REQUESTED**

- ☐ Life Only      ☐ Supplemental Life      ☐ Dental/Employees      ☐ Eye Care      ☐ Accident\*      ☐ \_\_\_\_\_  
☐ Life and AD&D      ☐ Additional/Optional Life      ☐ Dental/Employees and Dep(s)      ☒ LTD      ☐ Critical Illness\*  
☐ Dependent Life      ☐ Stand Alone AD&D      ☐ Dental/Orthodontia      ☒ STD      ☐ Hospital Indemnity\*  
☐ Statutory (State & Product)

*\*I understand and agree if Applicant utilizes an enrollment platform not directly supported by The Standard, that Applicant is required to and will timely present to each enrollee appropriate disclosures and any state mandated fraud notices which are contained on the supplied enrollment form.*

**OTHER INSURANCE**A. Does this insurance supplement other insurance? ☐ Yes ☒ No

If yes, specify for each line of coverage and Insurance Carrier:

B. Does this insurance replace existing insurance? ☒ Yes ☐ No

If yes, specify for each existing line of coverage: STD and LTD

- Please submit a copy of each in force policy, certificate or plan document.

Effective date of Prior Plan: 07/18/2020

Termination date of Prior Plan: 07/26/2025

**ACTIVE WORK REQUIREMENT:** A person must meet an Active Work requirement to become insured. Members who have not met an Active Work requirement are not insured until returning to work for one full day and meeting all other contractual requirements.

Initial: OK

*Note: Some members who do not meet an Active Work requirement may be eligible for Waiver of Premium with a prior carrier.*

**APPLICANT AGREES THAT: I hereby apply for Group Insurance as provided in the attached proposal.**

The above information is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance.

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard Insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of the Group Policy.

Applicant authorizes the producer, broker of record, or consultant to receive information regarding the applicant's claims status and experience that the applicant has a right to receive and which is reasonably necessary to assist the applicant in conducting a review of the information.

Dawn Rowe, Chair, Board of Supervisors

**Signature and Title of Applicant's Authorized Representative**

JUN 10 2025

**Date**

(Must be signed or submitted prior to the requested effective date.)

Initial Deposit \$ \_\_\_\_\_

**STANDARD INSURANCE COMPANY**

Employee Benefits - Underwriting  
900 SW Fifth Ave. Portland, OR 97204-1282

**Receipt for Initial Deposit**

Received from n/a, an initial deposit of  
\$ 0.00 \* in connection with the Application for Group Insurance bearing the same date as this conditional receipt.

Date \_\_\_\_\_

***This receipt is subject to the terms and conditions below.***

Received By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\*All premium checks must be made payable to Standard Insurance Company.  
Do not make check payable to the producer or leave payee blank.

***Terms of Receipt (Please read carefully.)***

*If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.*

*Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.*

*No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard insurance Company*

*Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.*

*The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.*

*This Application is made a part of The Group Policy.*



TheStandard®

Standard Insurance Company

**San Bernardino County  
STD FICA & W2 Tax Reporting  
Service Agreement**

Short Term Disability (STD) – Group Policy No.: 762889-A

☐ **Option 1:** Policyholder is responsible for Employer FICA and Medicare Taxes and for W2 Tax Reporting of STD benefits.

\_\_\_\_\_ (Policyholder) understands that Standard Insurance Company (The Standard) WILL NOT pay or remit Employer FICA/Medicare Taxes (for taxable benefits only) or perform W2 tax reporting services with respect to the STD benefits through the Policy identified above.

☒ **Option 2:** Standard Insurance Company (The Standard) agrees to be responsible for Employer FICA and Medicare Tax and remittance (for taxable benefits only) and for W2 tax reporting services.

San Bernardino County (Policyholder) requests that Standard Insurance Company (The Standard) provide certain tax services with respect to the STD benefits through the Policy identified above and The Standard will receive certain fees for the respective tax services.

Policyholder understands and agrees to the following:

- a) **Taxable Benefits:** The Standard will pay the Employer's matching share of the STD benefit Medicare Taxes and prepare and distribute Form W-2 tax statements reporting STD benefit information as required. As a fee for this service, the Policyholder's STD premium rate will be increased for this service. This fee will be included in Policyholder's STD premium rate.

**Nontaxable Benefits:** The Standard will prepare and distribute Form W-2 tax statements reporting STD benefit information as required. As a fee for this service, the Policyholder's STD premium rate will be increased for this service. This fee will be included in Policyholder's STD premium rate. **Note changes in taxation and tax service fee:** If the Policy is amended and if premium contributions change and STD benefits become taxable (premiums paid with pre-tax dollars, employer paid premiums, etc.), the Service Agreement fee automatically increases to reflect the taxable benefit rate. The increase in the service fee is effective as of the date the premium payment arrangement changes.

- b) The Standard does not assume responsibility for paying or reporting Federal Unemployment (FUTA) Tax, State Unemployment (SUTA) Tax, or any other payroll taxes associated with the STD benefits under the Policy.
- c) The Policyholder/Employer is still responsible for reviewing and immediately notifying The Standard of errors on the reports sent to them (e.g., claimant's name, partial or complete social security number, employer contribution %, etc.) so that government reporting and tax statement information will be correct.
- d) This Service Agreement will remain in effect until the end of the calendar year. The service will renew automatically for each calendar year thereafter, unless terminated. Either party may terminate this Service Agreement at the end of the calendar year as applicable to January 1 of the following calendar year.

**Effective Date of this Agreement**

**New STD Policyholders:** The completed Service Agreement must be received by The Standard as part of the new group/coverage application process, and prior to incurring any claims under the Policyholder's STD Policy. This Agreement becomes effective on the effective date of the new STD Policy. The effective date of the Policy is 07/26/2025.

**Existing STD Policyholders:** The completed Service Agreement becomes effective January 1 following the date The Standard receives the Agreement. The effective date of the Agreement is \_\_\_\_\_.

In executing this Service Agreement I acknowledge and represent that I am an authorized representative of Policyholder with authority to execute this Service Agreement.

Dawn Rowe

Policyholder's Representative's Name

  
 Policyholder's Representative's Signature
Chair, Board of Supervisors

Policyholder's Representative's Title

JUN 10 2025

Date

Copies to: Contract File, Shared Services Financial Services, and Policyholder

## Attachment I – Employee Assistance Program (EAP) Benefits

Service	Included in STD Rates	Available for an <u>additional fee-for-service rate</u>
24-hours, 7 days a week, toll-free telephone access, (with a dedicated line exclusively for San Bernardino County) for confidential, personal support in the areas of life, work, health, family, and money. Services include intake, short term problem resolution, crisis counseling, risk assessment and guidance to the appropriate resources	X	
Critical Incident Stress Management (CISM) standard response (on-site within 24 hours of request) up to 4 staff hours with one trauma responder per event at one location	X	
<b>Professional EAP Counseling: Face-to-face, Telephonic, Video Counseling and Self-Directed Online Clinical Programs</b>		
Up to (five) 5 EAP sessions per presenting issue per contract year. Issues included, but not limited to: - Stress & Life Management - Depression, Anxiety, Grief, Loss, Anger, & Violence - Relationships, Life Changes, Family Matters, Parenting - Substance Abuse assessment, Addictions - Personal Traumatic Events	X	
<b>Worklife Solutions Services</b>		
Legal Services	X	
Financial Coaching	X	
Eldercare	X	
Childcare	X	
Family Support	X	
Community Referrals	X	
Daily Living	X	
Identity Theft Recovery	X	
<b>Health and Wellness Coaching</b>		
Telephonic coaching with a dedicated health coach for expert guidance, action planning, and motivation to meet health and wellness goals	X	
Weight management counseling	X	
Tobacco cessation counseling	X	
Stress management	X	
Sleep Habit Management	X	
Diabetes Prevention	X	
Ask-a-Coach	X	
Health Information Audio Library	X	
Fitness and exercise	X	
Nutrition	X	
Overall lifestyle improvement	X	
Virtual Fitness Program	X	
Lifestyle support for chronic conditions	X	
Health Risk Appraisal questionnaire	X	

## Attachment I

<b>EAP Platform Services - Custom Platform for San Bernardino County</b>		
Expert Wellbeing Content	X	
Online Toolkits	X	
Chat Intake Feature	X	
Online Legal Forms Generator	X	
Legal Library	X	
Child and Elder Care Locators	X	
On Demand Webinars	X	
<b>Additional EAP Services</b>		
Manager / People Leader Consultations: (24/7/365) and Workplace Referral Program (for mandatory and monitored referrals)	X	
Workplace Learning Seminars: (web or in person) from annual awareness session catalog. Up to 8 hours of one-hour standard training included.	X	
Promotional Materials: Digital Flyers, wallet cards, and posters	X	
Quarterly Statistical Reports: Case Utilization and Platform	X	
Provide or arrange for a third party to provide telephone consultation, information, education or access to online library of information and tools and referral services	X	
Live or recorded webinars	X	
dCBT: Self-guided resource features evidence-based content, practical resources and inspiration to change thinking patterns and improve quality of life.	X	
Concierge: We research home maintenance services, trip planning such as restaurants and attractions, party/event services and vendors		
<b>Expanded EAP Services</b>		
CISM Same Day Rapid Response (within 2 hours of request), one trauma responder (2-hour minimum)		\$275/hour
CISM Standard Response (within 24 hours of request) for each <u>additional</u> trauma responder per event (2-hour minimum)		\$275/responder
CISM Standard Response (within 24 hours of request) for each additional staff hour over those included in the rates above (i.e., 4 staff hours per event at one location)		\$275/responder
On-site Dedicated Counseling – includes consultation, set-up, appointment scheduling and counselor (3-hour minimum)		Monthly - \$55,000 for Department of Child & Family Services to have dedicated counselor across all agreed locations, 6 sessions per week, 8 hours per session. Hourly - \$275 for other department (3-hour minimum)
<b>Bank of Hours</b>		
Total number of hours	4 hours of CISM per event are included at no cost to the County. 8 hours of one-hour standard training for workplace learning seminars included at no cost to the County. Additional hours available: \$275/hour	