

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue
Portland, Oregon 97204-1282

ABSENCE MANAGEMENT SERVICE AGREEMENT

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

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.

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

- (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

Service Description	Fee
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

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.

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

Standard Insurance Company

Authorized Signer

Dawn Rowe, Chair, Board of Supervisors

Authorized Signer Title

Date Signed

Authorized Signer

Jill Schlofer 2nd VP Implementation & Enrollment

Authorized Signer Title

Date Signed