

Definitions for Key Terms can be found on pages 4-6.

## **PARTICIPATION**

**Who may participate?** You, provided you are a California employee of Innovative Employee Solutions (the Company) and paid through the Company payroll. There is no enrollment—your coverage begins on the day you become an eligible employee. If you do not wish to participate in the Plan, you must reject coverage in writing, in which case you will be covered under the California Employment Development Department (EDD). If you wish to participate at a later date, you may do so by submitting a written election to participate to Human Resources. You will be covered on the 1<sup>st</sup> day of the calendar quarter that follows the date on which you submit your notice.

## **COST**

**How much do I pay?** Effective January 1, 2025, your cost is 1.0% of calendar year wages.

## **DISABILITY and PAID FAMILY LEAVE (PFL)**

**When am I considered disabled?** When you are unable to perform your regular or customary work because of a mental or physical illness or injury. This includes pregnancy and childbirth. You are considered disabled if you are unable to work by order of a bona fide health authority because you have or are suspected of having a communicable disease. Also, if you seek treatment for an alcohol or drug abuse problem, you are considered disabled, provided you are participating in an accredited residential program or outpatient program which requires attendance for a minimum of 5 days per week for a minimum of 8 hours per day. Benefits for alcohol and drug abuse treatment are limited to 90 days.

**When am I eligible for PFL?** When you are unable to work because you must provide care to a sick or injured Family Member, wish to Bond with a new minor Child, or need to participate in a Qualifying Exigency (time off to assist when a Family Member is deployed abroad on active military service.)

A leave for the purpose of bonding with a new minor Child is limited to the first year after the birth, adoption, or foster care placement of that child.

## **BENEFITS**

**How much will I receive if I'm disabled?** If you are a Benefit Class 1, 2 or 3 Employee, you will be paid 70% of your "Earnings" in effect immediately preceding the start of your disability to a maximum weekly benefit of \$1,681 (you will never receive less than your State Rate - see page 6). Benefits will be paid at the State Rate, if higher, for any day on which the employee would have been eligible to receive benefits from the California Employment Development Department but for the employee's coverage under this Plan.

For all employees, partial weeks are paid at a daily rate that is 1/7 of your weekly benefit.

**Additional Hospital Benefit for Benefit Class 3 Employees:** If you are confined to a Hospital and provide evidence of your Hospital Confinement, you will be paid \$100 per day for the first 25 days of your Hospital Confinement.

**How much will I receive while on PFL?** If you are a Benefit Class 1, 2 or 3 Employee, you will be paid 70% of your "Earnings" in effect immediately preceding the start of your PFL to a maximum weekly benefit of \$1,681. (You will never receive less than your State Rate - see page 6.)

For all employees, partial weeks are paid at a daily rate that is 1/7 of your weekly benefit.

During disability or PFL, you may choose to redirect a portion of your weekly benefit to cover all or part of the cost of employee-paid benefits. To execute this option, you must designate in writing, on a form available from Human Resources, the weekly amount to be redirected. This redirection may be initiated at the time you apply for benefits or at any time while you are receiving benefits; however, since the Company has its own procedures for continuing employee-paid benefits while an employee is on a leave, you should check with your Human Resources Representative before exercising the redirect option.

**When do my benefits begin?** Your disability benefits begin on the earlier of (i) the 8th consecutive day of your disability (provided you have been treated by a Physician or Practitioner during that 8-day period); or (ii) if you are a Benefit Class 2 or 3 Employee, your first full day of Hospital Confinement or the 1<sup>st</sup> day you receive treatment in a Hospital

Surgical Unit or approved Surgical Clinic, provided you are disabled at least 8 days during the disability period as a result of the condition requiring treatment. If you are a Benefit Class 2 or 3 Employee and you are disabled more than 14 days, the waiting period will be waived.

Your Paid Family Leave benefits begin on the 1<sup>st</sup> day that you are out on Paid Family Leave.

A disability is deemed to be continuous (i.e., you do not need to serve another 7-day waiting period) if you return or are able to return to work for 60 or fewer days and become disabled again due to the same or related cause or condition. A Paid Family Leave claim is deemed continuous if you must provide care to the same Care Recipient within a 12-month period.

**How do Voluntary Plan benefits compare to benefits from the State?** As a Plan participant, you are guaranteed rights at least equal to those provided by the Employment Development Department (EDD). You will receive a weekly rate and maximum benefit amount at least equal to the amount you would have received if you were covered the EDD.

**What is the maximum disability benefit payable?** The maximum disability benefit payable for any one period of your disability is 52 times your weekly benefit rate. If benefits are being paid at the State Rate, the maximum benefit payable will be the amount you would have received if you were a participant in the SDI program.

**What is the maximum PFL benefit payable?** The maximum benefit payable for Paid Family Leave during any Twelve-month period is 8 times your weekly benefit rate.

**What if I am overpaid disability or PFL benefits?** You will be required to repay any overpayment from the Plan to the extent permitted by the CUIC. The Company will make reasonable arrangements with you or your legal representative(s) for the repayment to the Plan, including but not limited to the reduction of future benefits under the VP, or the reduction of future pay.

**Will I still be eligible for benefits if I receive wages while I am disabled or receiving PFL benefits?** Yes, provided that the amount of wages you receive when combined with your benefits does not exceed the amount of wages you earned (excluding overtime) during the week immediately preceding your disability or PFL. In that case, you will receive a weekly benefit equal to the difference between the two, but not more than you would have received if no wages were paid.

**What if I am covered by more than one plan (for instance, another Voluntary Plan or the California EDD)?** Your benefit will equal the amount by which this Plan exceeds your State Rate, plus the amount which results from dividing your State Rate by the number of Plans under which you are covered (for example, if you are covered by this Plan and the California EDD, you will divide by two).

### **DOCUMENTATION OF YOUR DISABILITY**

**What must I provide to have a valid claim?** You must provide a certificate from your Physician or Practitioner. The certificate must include the medical facts of your condition including, if applicable, secondary diagnoses. It must also include the issuer's opinion as to the probable duration of your disability, a diagnosis or diagnostic code prescribed in the International Classification of Diseases. If no diagnosis has been made, a statement of symptoms must be included. All of the above must be based on a physician examination and a documented medical history.

### **DOCUMENTATION FOR BONDING**

**What must I provide to have a valid claim?** For the purpose of Bonding with a new minor Child you must submit a claim and supporting documentation that provides sufficient evidence of (i) your relationship with the child, and (ii) the birth, adoption or foster care placement of the child. The supporting documentation must contain but is not limited to the child's full name, date of birth, gender, and if applicable, date of foster care placement or adoption.

### **DOCUMENTATION FOR FAMILY CARE LEAVE**

**What must I provide to have a valid claim?** For the purpose of caring for a Family Member, you must provide a certificate from your Care Recipient's Physician or Practitioner. The certificate must include the medical facts of the Care Recipient's Serious Health Condition, including, if applicable, secondary diagnoses. It must also include the issuer's opinion as to the probable duration of the Care Recipient's Serious Health Condition. Additionally, the issuer must provide an estimated amount of time (days and hours per day) that you are needed to provide care and a statement that the Serious Health Condition warrants your participation to provide care. The certificate must include a diagnosis or diagnostic code prescribed in the International Classification of Diseases. If no diagnosis has been made, a statement of symptoms must be included. All of the above must be based on a physical examination and a documented medical history.

## **DOCUMENTATION FOR QUALIFYING EXIGENCY**

**What must I provide to have a valid claim?** For the purpose of leave because of a Qualifying Exigency you must submit a claim and supporting documentation including but not limited to: a statement or description of appropriate facts regarding the Qualifying Exigency; start and end dates of the requested leave period (including frequency and duration for intermittent leave); if meeting with a third party, contact information for the individual or entity; and, a copy of the rest and recuperation orders, if applicable.

All supporting documents have specific requirements, but the California Employment Development Department allows some discretion. **If you have any questions as to whether or not the supporting documentation you are submitting is acceptable, please call The Larkin Company (Innovative Employee Solutions' authorized claims administrator). You can reach The Larkin Company toll-free at 866 923 3336 or by email at [IESVP@thelarkincompany.com](mailto:IESVP@thelarkincompany.com).**

## **EXCLUSIONS**

**Are there conditions under which I will not be eligible for benefits?**

- You will not receive benefits if a certificate from a Physician or Practitioner does not support your disability or the Care Recipient's Serious Health Condition. An authorized medical officer of a US Government medical facility or a registrar of a county hospital may also certify a disability. If you or the Care Recipient belongs to a bona fide religious organization that relies on prayer or other spiritual means for healing, a certificate from an authorized or accredited practitioner of that creed may be accepted.

The certificate must include the medical facts of your disability or the Care Recipient's Serious Health Condition, including, if applicable, secondary diagnoses. It must also include the issuer's opinion as to the probable duration of your disability or the Care Recipient's Serious Health Condition. Additionally, for the purposes of providing care to a Family Member, the issuer must provide an estimated amount of time (days and hours per day) that you are needed to provide care and a statement that the Serious Health Condition warrants your participation to provide care. The certificate must include a diagnosis or diagnostic code prescribed in the International Classification of Diseases. If no diagnosis has been made, a statement of symptoms must be

included. All of the above must be based on a physical examination and a documented medical history.

If you can prove that you have received workers' compensation (WC) temporary disability benefits, you don't have to submit a certificate. If you are claiming benefits while receiving treatment for alcohol or drug abuse, your Physician or Practitioner does not need to certify that you are disabled; however, you will still need to meet other Plan requirements.

- You will not receive benefits under this Plan for any disability or PFL period that does not begin while you are covered under this Plan.
- You will not receive benefits under this Plan if you receive (or are eligible to receive) WC temporary disability indemnity or, permanent disability benefits (if such benefits are paid due to the same illness or injury) unless the amount you are receiving from WC is less than your Plan benefit. If this is the case, the Plan will pay the difference between your normal Plan benefit and what you are receiving from WC.
- You will not receive benefits if (i) you are incarcerated (in jail or any other facility) as a result of a criminal conviction, (ii) your disability arises out of your commission of a crime, or (iii) your disability stems from dipsomania, or from aberrant sexual behavior, and you are confined by court order in an institution or some other place.
- If you intentionally make a false statement or representation (or you withhold material facts) in order to obtain benefits, you will be ineligible for benefits for at least 7 days (starting on the date we notify you) but not more than 35 days. You will not receive benefits for an additional 56 days if there is a second infraction of this provision.
- You will not receive benefits if you are receiving or are entitled to receive unemployment benefits under any unemployment compensation act of the United States or of any state.
- Except as described under "What if I'm covered by more than one plan...?" (above), you will not receive benefits if you are receiving or are entitled to receive disability or Paid Family Leave benefits from the State of California or any other state or any company plan established in lieu of a state plan.
- You will not receive benefits for any day that would otherwise qualify for PFL benefits if another Family Member is ready, willing, able, and



available for the same period of time on a day that you are providing the required care.

## **COVERAGE ENDS**

### **When does my coverage end?**

- when you cease to be an eligible employee;
- at midnight of the day your employment ends;
- at midnight of the 15th day after you begin an unpaid leave of absence or on the 15th day following a layoff without pay (including temporary layoff or furlough; pay includes any benefits received under this Plan);
- on the first day of the calendar quarter following your written request to withdraw from the Plan;
- on the date withdrawal of the Plan is approved; or
- on the date the Plan is terminated.

If you established a Care Recipient Period while covered by this Plan, all subsequent claims for the same Care Recipient through the end of the Twelve-month Period will remain the liability of this Plan.

If you became disabled due to pregnancy and childbirth while covered under this Plan, any PFL claim filed to Bond with your Child will remain the liability of this Plan provided it is within the first year after the Child's birth.

## **CLAIMS**

**How do I file a claim?** Claim forms and claim filing information may be obtained from Human Resources, the Company's benefits intranet site (shown at the bottom of this page), by calling The Larkin Company toll free at (866) 923-3336, or by email at [IESVP@thelarkincompany.com](mailto:IESVP@thelarkincompany.com) (Innovative Employee Solutions has appointed The Larkin Company as its claims administrator). Fill out the disability and/or Paid Family Leave form(s) and return them to The Larkin Company (the mailing address and fax number can be found at the bottom of the forms). A claim for benefits must be filed not later than 45 days after you would have been eligible to receive benefits, unless there is good cause for an extension.

When you file a claim, you will receive a Notice of Computation (DE429D) from the State that shows the amount that the State would have paid you. You should note that the way the State calculates your wages is done using wage quarters. This may result in the State awarding you a different benefit amount. Furthermore, if you were in the military service, received workers' compensation benefits or did not work because of a trade dispute during the base period, you may be able to substitute wages paid in prior quarters to make your claim valid or increase the

benefit amount. If your claim is invalid because of extended unemployment during the base period, you may also be able to substitute wages paid in prior quarters to make the claim valid.

Under the provisions of the California Unemployment Insurance Code, the Company or its authorized administrator has the right to (i) require supplemental forms from your, or the Care Recipient's, Physician or Practitioner, or those authorized to certify to disabilities, as often as deemed necessary, and, (ii) have you, or the Care Recipient, examined by a Physician or Practitioner while you are claiming benefits under the Plan. This may be done as often as may reasonably be required during the period benefit payments may be due under the Plan.

**What if my claim is denied?** If you are denied disability benefits under this Plan, you may appeal the denial. You may appeal in person or in writing at any office of the Employment Development Department within 30 days from the date the notice of the denial was mailed, or within 30 days if you do not receive a notice of denial. Written appeals must be signed and include your name, Social Security Account Number, the name of your employer, and the reason you are filing the appeal.

Appeals for Paid Family Leave benefits are the same as above except the appeal must be sent to the following address: Paid Family Leave, PO Box 997017, Sacramento, CA 95899-7017 within 20 days of the denial.

## **DEFINITIONS FOR KEY TERMS**

**"Benefit Class 1 Employee"** is an employee (i) who works for an IES client, and (ii) who has worked fewer than 1,000 hours in the 12 months prior to the date the disability or PFL claim begins.

**"Benefit Class 2 Employee"** is an employee (i) who works for an IES client, and (ii) who has worked 1,000 hours or more in the 12 months prior to the date the disability or PFL claim begins.

**"Benefit Class 3 Employee"** is a regular or an in-house temporary employee who is working for the IES corporate office.

**"Bond or Bonding"** means to develop a psychological and emotional attachment between you and the new minor Child. Bonding involves being in one another's presence.

**"Care Provider"** means either (i) the Family Member who is providing the required care for a Serious Health Condition, (ii) the Family Member who is Bonding with the New Child, or (iii) the employee who is participating in a Qualifying Exigency.

**"Care Recipient"** means either (i) the Family Member who is receiving care for a Serious Health Condition, or (ii) the new minor Child with whom you are Bonding. For the purposes of a Qualifying Exigency, care recipient is limited to the individual's Spouse, Domestic Partner, Child, or Parent in the Armed Forces of the United States.

**"Care Recipient Period"** means all periods of Paid Family Leave that you take within a Twelve-month Period to care for the same Care Recipient.

**"Child"** means a biological, adopted, or foster child, a stepchild, a legal ward, a son or daughter of a Domestic Partner, or a child for whom you stand "in loco parentis."

**"Domestic Partner"** has the same meaning as defined in Section 297 of the California Family Code.

**"Earnings"** means gross base pay (with the Company), excluding bonuses, commissions, differentials, overtime, or any other type of compensation.

**"Family Member"** means Child, Parent, Parent-in-law, Grandparent, Grandchild, Sibling, Spouse, or Domestic Partner as defined in this section. For Qualifying Exigency, "Family Member" means a Spouse, Domestic Partner, Child, or Parent who is a member of the regular Armed Forces of the United States.

**"Grandchild"** means a Child of one of your children.

**"Grandparent"** means a Parent of one of your Parents or Parents-in-law.

**"Hospital"** means an institution with organized facilities for diagnosis and surgery, and 24-hour nursing services for the care and treatment of sick or injured persons. Such institution must be licensed as a hospital pursuant to the statutes or laws of the state or foreign country in which it operates unless such state or foreign country does not have statutes or laws concerning requirements for licensing hospitals.

**"Hospital Confinement"** means confinement as a registered bed patient in a Hospital for a 24-hour period of time, or any part thereof, for which the Participant is charged a full day's rate for room and board.

**"Parent"** means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood "in loco parentis" to you when you were a child.

**"Parent-in-law"** means the Parent of your Spouse or Domestic Partner.

**"Physician"** means a physician or surgeon holding an MD or DO degree, Psychologist, optometrist, or chiropractic practitioner who is (i) licensed by or certified by the state or foreign country in which he or she practices, and (ii) is acting within the scope of his or her practice.

**"Practitioner"** means a person duly licensed or certified by the state or foreign country in which he or she practices, acting within the scope of his or her license or certification who is a dentist, podiatrist, or a Nurse Practitioner or physician assistant (provided the physician assistant performed a physical examination and collaborated with a Physician or surgeon). With regard to disability resulting from pregnancy, childbirth, or postpartum conditions, Practitioner will also include a midwife, Nurse Practitioner, or nurse midwife acting within the scope of his or her license. "Nurse Practitioner" means a licensed Nurse Practitioner who has completed a transition to practice in California of a minimum of three (3) full-time equivalent years of practice or 4,600 hours.

**"Psychologist"** means a psychologist, licensed in the state of practice, with a doctoral degree in psychology, who either has at least 2 years clinical experience in a recognized health setting, or has met the standards of the National Register of the Health Services Providers in Psychology.

**"Qualifying Exigency"** means time off to assist a Family Member deployed to a foreign country on active military service for reasons including, but not limited to, the following: short-notice deployment; attendance in an official ceremony; attendance in a family support program sponsored by the military; arranging or providing childcare; transferring a Child to a new school; making or updating financial or legal arrangements; attending counseling; accompanying the Family Member while he or she is on short-term rest and recuperation leave; or, attending arrival ceremonies.

**"Serious Health Condition"** means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing supervision by a health care provider, as defined in Section 12945.2 of the California Government Code.

**"Sibling"** means a person related to you by blood, adoption, or affinity through a common legal or biological Parent.

**"Spouse"** means a partner to a lawful marriage.

**"Surgical Clinic"** means a clinic that (i) provides treatment for patients who remain fewer than 24 hours and is not part of and not operating under the license of a Hospital, and (ii) is either licensed by the State Department of Health Services (if not exempt from such licensing) or certified to participate in the federal Medicare program as an "ambulatory surgical center" as defined in the Code of Federal Regulations. A "Surgical Clinic" does not include the offices of private Physicians or Practitioners in individual or group practice.

**"Surgical Unit"** means a unit located in or operating under the license of a Hospital and providing treatment for patients who remain fewer than 24 hours.

**"Twelve-month Period"** means the 365 consecutive days that begins with the first day you first establish a valid claim for PFL.

### **MISCELLANEOUS**

Paid Family Leave does not provide job protection or return rights. You may have job protection rights if you are eligible for a leave under the federal Family and Medical Leave Act and/or the California Family Rights Act or any other applicable California law that provides for such protections.

Unless specifically stated otherwise, this Plan is intended to comply with all applicable sections of Part 2 of the California Unemployment Insurance Code.

### **STATE RATE**

When Plan benefits are payable at the State Rate, you will receive benefits equal to what the California EDD would have paid had you been covered by the State.

The weekly and maximum benefit will be based on disability insurance taxable wages paid to you during the "base period." Such wages must total at least \$300.

<i>If your claim begins in:</i>	<i>Your "Base Period" is the twelve-month period ending</i>
Jan/Feb/Mar	September 30 <sup>th</sup>
Apr/May/Jun	December 31 <sup>st</sup>
Jul/Aug/Sep	March 31 <sup>st</sup>
Oct/Nov/Dec	June 30 <sup>th</sup>

When the quarter in which you received the highest wages during your base period is less than \$722.50 your weekly benefit amount will be \$50.

When the quarter in which you received the highest wages during your base period is equal to or more than 70% of the state average quarterly wage, your benefit will be 70% of the amount of your highest quarterly wage divided by 13 rounded up to the next higher whole dollar. In 2025, the maximum weekly benefit is \$1,681.

When the quarter in which you received the highest wages during your base period is \$722.50 or more, but 70% or less than the state average quarterly wage, your weekly benefit will be equal to 90% of the amount of your highest quarterly wage divided by 13 rounded up to the next higher whole dollar. In 2025, the maximum weekly benefit is \$1,681.