



BOARD OF COUNTY COMMISSIONERS

DATE: February 25, 2014

AGENDA ITEM NO. 14

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of First Amendment – Group Long Term Disability and Short Term Disability
Contract No. 078-0393-P(KF)

Department:

Human Resources / Purchasing

Staff Member Responsible:

Peggy Rowe / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FIRST AMENDMENT FOR GROUP LONG TERM DISABILITY AND SHORT TERM DISABILITY SERVICES WITH STANDARD INSURANCE COMPANY (STANDARD), TAMPA, FLORIDA.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

Under this contract Standard provides a fully insured Group Long Term Disability (LTD) plan and a self-funded Short Term Disability (STD) plan with administrative services. The purpose of this amendment is to request a time extension for Standard to provide the administration for Group Long Term Disability and Short Term Disability services through the end of the calendar year, December 31, 2014, to co-term with other benefit plans sponsored by the County. Standard has agreed to keep the current fees in place during the extension.

Additionally, this amendment seeks to add services for the administration of the Family and Medical Leave Act (FMLA) Absence Management Leave Administration Program which entails overseeing and managing employee FMLA leave requests to assure compliance with legal requirements. Standard currently provides this service to the County under another contract that expires on February 28, 2014. This amendment would transfer these services effective March 1, 2014 and continue through December 31, 2014. The extension will also place the disability plans and the FMLA leave administration program on the same calendar year term as most other benefit plans sponsored by the County. Human Resources will develop specifications for a new solicitation prior to the expiration of this contract.

A summary of the previous actions for this contract in reverse chronological order are as follows:

- August 29, 2013 – Third term extension approved by the County Administrator
- October 1, 2012 – Second term extension approved by the County Administrator
- September 27, 2011 - First term extension approved by the County Administrator
- July 22, 2008 – Approval of Contract Award by the Board of County Commissioners

Fiscal Impact/Cost/Revenue Summary:

Estimated cost: \$ 94,000 - addition of FMLA Absence Management leave administration program

Estimated cost: \$180,000 - including time extension for Long Term Disability Services

Estimated cost: \$ 22,000 – including time extension for Short Term Disability Services

Total: \$296,000

Estimated annual cost is subject to fluctuations due to changes in the number of employees covered under these programs.

Funding is provided through the Employee Health Fund

Exhibits/Attachments:

1. Contract Review
2. First Amendment to the Agreement
3. Master Agreement



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

44122

PROJECT: FIRST AMENDMENT – Group Long Term Disability and Short Term Disability

BID NUMBER: 078-0393-P (KF)

REQ. NUMBER:

TYPE: ☐ Purchase Contract

☒ Other:
Amendment

☐ Construction-Less than \$100,000

☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Amendment for time and additional FMLA services

PRODUCT ONLY ☐

This is an annual contract.

Estimated Expenditure: \$

(03/01/14 – 12/31/14)

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director K. Freytag, PA	1/28/13	<i>[Signature]</i>		
2.	<u>Requesting Dept.: HR</u> Peggy Rowe, Director Dave Blasewitz	1/31/13	<i>[Signature]</i>		

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☒ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	1-31-14	<i>GW</i>	Insurance requirements in original	HIGH RISK
4.	<u>Legal</u> Attn: Miles Belknap	2/7/14	<i>MD</i>		NOT HIGH RISK
5.	<u>Asst. County Administrator</u> Attn: M. Woodard	2/6/14	<i>[Signature]</i>		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Karen Freytag, Procurement Analyst

at Extension 4-3152

In order to meet the following schedule, please return your requirements to Purchasing by: 02/07/2014

TENTATIVE DATES

Bid Mail Out: N/A

Bid Opening: N/A

BCC Approval: 02/25/14

Revised 5/2013

6. Finance
Cassandra Williams 2/6/14 CW

FIRST AMENDMENT TO AGREEMENT FOR INSURANCE – GROUP LONG TERM / SHORT TERM
DISABILITY

This Amendment made and entered into this _____ day of _____, 2014, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Standard Insurance Company, hereinafter referred to as "Contractor,"

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on July 22, 2008, pursuant to Pinellas County Contract No. 078-0393-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Insurance – Long term / Short term Disability for County; and

WHEREAS, the Agreement provides for amendment by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to exercise this amendment providing for a term extension and the provision of FMLA Absence Management Services;

NOW THEREFORE, the parties agree that the Agreement is extended as follows:

1. The Agreement is hereby extended pursuant to the terms of the Agreement, effective beginning October 1, 2014 and continuing until December 31, 2014, unless terminated or canceled as provided therein.
2. Effective March, 1, 2014, the Agreement is amended to include the provision of FMLA Absence Management Services, as provided for in Master Agreement (648979), which is incorporated as amended into the Agreement, and as provided for in Absence Management Services Contract (648979-A), which is incorporated as amended into the Agreement, with the following additional amendments to its terms:
 - a. Section 4.C shall be deleted and replaced with the following:

"4.C Standard may change the amount, the method of determination, or both, of any fees not yet due, when a change in any law or regulation substantially affects the manner in which Standard performs any function under this Agreement, upon mutual agreement between Client and Standard. If Client and Standard are unable to mutually agree to the

change, Standard may terminate this Agreement after giving ninety (90) days notice of termination."

- b. Section 4.D is deleted in its entirety.
- c. The first sentence of Section 4.E shall be deleted and replaced with the following:

"4.E. All fees are due and payable upon invoice and in accordance with Fla. Stat. Sec. 218.70, et. seq., the Florida Prompt Payment Act."
- d. Section 6 shall be added, as follows:

"6. Authentication and Clarification: Standard shall advise Client promptly if it appears that documents provided to support a request for leave are not authentic or require clarification. If necessary, Standard shall seek authentication of an employee's documentation and/or clarification in accordance with 29 C.F.R. Part 825 and the Family Medical Leave Act."
- e. Section 7 shall be added, as follows:

"7. Investigation: Standard shall advise Client Promptly if it appears that a leave or a request for leave is fraudulent or otherwise non-compliant and shall cooperate with Client in investigating. Such investigation shall include, at a minimum: Standard's review of documents and other information the employee provided in relation to the leave or request for leave; a review of any related information including reports by Client or any employer serviced under the Service Agreement; and a review of any information relating to authentication or clarification."
- f. Section 8 shall be added, as follows:

"8. Public Records: Standard acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Standard agrees that if applicable, prior to providing services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to Section 119.0701, Florida Statutes. If

requested by Standard, Pinellas County must notify Standard of the specific policies and procedures required in order to achieve compliance with Florida Statutes Chapter 119 and other applicable policies. Notwithstanding any other provision of this Agreement relating to compensation, Standard agrees to charge the Client, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement."

3. Except as changed or modified herein, all prices, rates, terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties herein have executed this First Amendment to the Agreement for Insurance – Group Long Term / Short Term Disability pursuant to Contract No. 078-0393-P as of the day and year first written above.

Contractor:

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

President (signature)

Chairman

President (printed name)

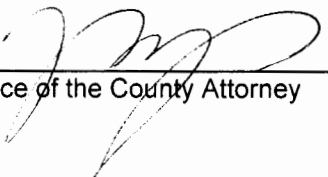
ATTEST:

ATTEST:
KEN BURKE

By: _____
(Attesting Witness' name/title)

By: _____
Deputy Clerk

APPROVED AS TO FORM:



Office of the County Attorney

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue
Portland, Oregon 97204-1282

MASTER AGREEMENT

Client:	Pinellas County Board of County Commissioners
Master Agreement Number:	648979
Master Agreement Effective Date:	January 1, 2012

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. 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 either party without the other's written consent.

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 shall indemnify and hold Client and those individuals and entities whose employees will receive services under this Agreement harmless from any and all liability, loss, damages, fines, penalties and costs, including reasonable expenses and reasonable attorneys' fees, which Client, its officers, agents and employees may sustain by reason of negligence, intentional wrongdoing, fraud or criminal conduct of Standard's employees or agents.
8. **Termination.** Termination of a service agreement does not terminate this Agreement. However, termination of the Agreement does terminate all service agreements.
 - A. Client reserves the right to terminate this Agreement or any active service agreement without cause by giving at least sixty (60) days prior written notice to the other party of the intention to terminate.
 - B. Standard and Client reserves the right to terminate this Agreement or any active service agreement with cause if at any time Standard or Client fails to fulfill or abide by any of the terms or conditions specified in this Agreement or any active service agreement, and is unable to cure or, being capable of cure, has not cured within 10 days after receipt of written notice (or within such additional cure period as the nondefaulting party may authorize).
 - C. Failure of Standard or Client to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and, if not cured within 10 days after receipt of written notice (or within such additional cure period as the nondefaulting party may authorize), shall be cause for immediate termination of the Agreement at the sole discretion of the nondefaulting party.
 - D. In addition to all other legal remedies available to Client, Client reserves the right to terminate, consistent with the terms stated in A through C above, and obtain from another source any services which have not been provided within the period of time stated in the Agreement or any active service agreement, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Client.
 - E. In the event that sufficient budgeted funds are not available for a new fiscal period, the Client shall notify Standard of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the Client.
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 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; and (vi) 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 Insurer; or are developed independently by Standard.

- C. Either party may disclose Confidential Information if required by law. Either party shall promptly notify the other in writing of any breaches of confidentiality under this Agreement, to the extent the party has obtained knowledge of such breach.

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 Florida.

13. Entire Agreement. This Agreement and any service agreements entered into constitute the entire Agreement between the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to its subject matter.

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 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.

STANDARD INSURANCE COMPANY

By:

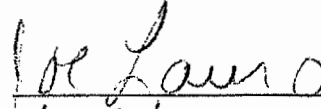


J. Greg Ness
President

Date: November 30, 2011

PINELLAS COUNTY BOARD OF COUNTY
COMMISSIONERS

By:



Name:

JOE LAURO

(Please Print)

Title:

Pinellas

Date:

1/4/12

WITNESS

By:



Name:

Katherine J. Freeman

(Please Print)

Title:

Adm. Secy.

Date:

1/4/12

MAST09 (4/29/09)

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue
Portland, Oregon 97204-1282

ABSENCE MANAGEMENT SERVICE AGREEMENT

Client:	Pinellas County Board of County Commissioners
Master Agreement Number:	648979
Service Agreement Number:	648979-A
Service Agreement Effective Date:	January 1, 2012

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

1. Absence Management Services.

A. Standard's absence management services consist of the following:

Absence management services and leaves for which such services are provided are set forth in Schedule 1. Standard, in its sole discretion, reserves the right to delete or add leaves to Schedule 1, based on changes of state or federal laws.

2. Client's Obligations.

A. Client shall:

- (1) 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.
- (2) Provide data feed daily or weekly as determined by the Client and Standard to maintain service levels.
- (3) 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.
- (4) Furnish any information reasonably required by Standard to carry out its duties under this Service Agreement.

B. By executing this Service Agreement, subject to its terms and conditions, Client consents to Standard subcontracting with a vendor for the provision of certain IT services relating to this Service Agreement.

3. Standard's Absence Management Performance Guarantees.

A. Standard guarantees it will meet your overall service expectations. Standard will refund 5% of the quarterly fees for any quarter in which Standard does not meet service expectations. You may provide a written request, explaining your dissatisfaction during any quarter, and Standard will provide a refund. Standard will also send an annual survey to determine your satisfaction.

B. No more than one refund per quarter will be paid.

4. Fees and Payment.

- A. The fees for the services described in this Service Agreement are shown in the Fee Schedule below.
- B. The amount, the method of determination, or both, of any fees not yet due may be changed upon mutual agreement between Client and Standard.
- C. Standard may change the amount, the method of determination, or both, of any fees not yet due, when a change in any law or regulation substantially affects the manner in which Standard performs any function under this Service Agreement, upon mutual agreement between Client and Standard. If Client and Standard are unable to mutually agree to the change, the parties may terminate the Agreement pursuant to section 8. B. of the Master Agreement.
- D. Standard may change the amount, the method of determination, or both, of any fees not yet due, upon 60 days written notice to Client. No such change in fees shall be made more than once in any calendar year, provided that this limitation shall not apply to any changes in fees in connection with any change in the terms of this Service Agreement or changes in laws.
- E. All fees are due and payable within 60 days of receipt of invoice.

Fee Schedule


Service Description	Fee
FML Per Employee Per Month (PEPM)	\$3.50
Incremental Cost- Leave of Absence (incidental)	\$0.15 per member
Takeover of Open Claims	\$150 per claim
One Time Implementation Fee	\$4,000
One Recurring Data Feed	Included
[<Additional Data Mapping Fee>]	\$1,500 per feed
Other Customizations	\$225 per hour

5. Disclaimer.

- 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 ADA, workers' compensation, and COBRA) that impact employee leave rights or rights upon termination of employment.
- B. 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.


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

STANDARD INSURANCE COMPANY

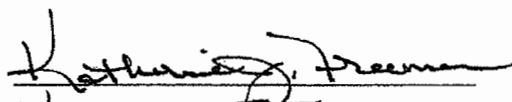
By: 
J. Greg Ness
President

Date: November 30, 2011

PINELLAS COUNTY BOARD OF COUNTY
COMMISSIONERS

By: 
Name: JOE LAURO
(Please Print)
Title: Purch Dir
Date: 1/4/12

WITNESS

By: 
Name: Katherine J. Freeman
(Please Print)
Title: Adm. Secy.
Date: 1/4/12

Schedule 1

Absence Management Services and Leaves Administered

Arkansas Leave for Bone Marrow or Organ Donation
Arizona Crime Victim's Rights Leave
California Civil Air Patrol Employment Protection Act
California Family Military Leave
California Family Rights Act
California Family School Partnership Act
California Firefighter/Reserve Peace Officer/Emergency Rescue Personnel Leave
California Leave from Work for Victims of Crime
California Michelle Maykin Memorial Donation Protection Act (for donation of Bone Marrow and Organs)
California Pregnancy Disability Leave
California Victims of Domestic Violence Employment Leave Act
California Volunteer Firefighter Training Leave
Colorado Domestic Violence Leave Law
Colorado Parental Involvement in K-12 Education Act
Colorado Qualified Volunteers Leave
Connecticut Family and Medical Leave
Connecticut Pregnancy Disability Leave
District of Columbia Family and Medical Leave Act
District of Columbia Parental Leave
Federal Family and Medical Leave Act (Includes Servicemember and Qualifying Exigency leaves)
Florida Leave for Victims of Domestic and Sexual Violence
Hawaii Family Leave Law
Hawaii Pregnancy Disability Leave
Hawaii Victims Leave
Iowa Pregnancy Disability Leave
Illinois Blood Donation Leave Act
Illinois Family Military Leave Act
Illinois Victim's Economic Security and Safety Act
Illinois School Visitation Rights Act
Indiana Military Family Leave
Kansas Pregnancy Disability Leave
Kentucky Leave of Absence for Employee to Receive Adoptive Child
Kentucky Volunteer Firefighting Leave
Louisiana Bone Marrow Donation Leave

Louisiana Pregnancy Disability Leave
Louisiana School and Day Care Conference and Activities Leave Act
Massachusetts Maternity Leave
Massachusetts Small Necessities Leave Act
Massachusetts Victims and Witnesses of Crime Court Proceedings Leave
Massachusetts Volunteer Firefighters Leave
Maryland Civil Air Patrol Leave Act
Maryland Volunteer Activities Leave
Maine Family Medical Leave Act
Maine Family Military Leave
Maine Employment Leave for Victims of Violence
Minnesota Leave for Bone Marrow Donation
Minnesota Leave for Civil Air Patrol Service
Minnesota Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service
Minnesota Leave to Attend Military Ceremonies
Minnesota Parenting Leave Act
Minnesota School Conference and Activities Leave
Montana Maternity Leave
North Carolina Emergency Management Act
North Carolina Leave for Parent Involvement in Schools
North Carolina Domestic Violence Act
Nebraska Family Military Leave Act
New Hampshire Crime Victim Employment Leave Act
New Hampshire Pregnancy Disability Leave
New Jersey Family Leave Act
New Mexico Financial Independence for Victims of Domestic Abuse Act
Nevada Private Elementary and Secondary Education Authorization Act
Nevada Volunteer Firefighters, Ambulance Drivers and Ambulance Attendants Leave
New York Blood Donation Leave
New York Leave of Absence for Bone Marrow Donations
New York Leave of Absence for Military Spouses
Ohio Leave for Parents, Spouses, and Legal Custodians of Active Duty Members of the Uniformed Services
Ohio Volunteer Firefighter or Emergency Medical Service Provider Leave

Oregon Leave of Absence to Donate Bone Marrow
 Oregon Family Leave Act
 Oregon Victims of Certain Crimes Leave Act
 Oregon Military Family Leave Act
 Pennsylvania Volunteer Firefighter, Fire Police, or Volunteer Ambulance Service or Rescue Squad Member Leave
 Puerto Rico Working Mother's Protection Act
 Rhode Island Family Military Leave Act
 Rhode Island Parental and Family Medical Leave Act
 Rhode Island School Involvement Leave
 South Carolina Bone Marrow Donation Act

Tennessee Maternity and Adoption Care Leave
 Tennessee Volunteer Firefighter Leave
 Virginia Crime Victim Leave
 Vermont Parental and Family Leave Act
 Vermont Short Term Family Leave
 Washington Family Leave Act
 Washington Domestic Violence Leave
 Washington SHRC Pregnancy Disability Leave
 Washington Volunteer Firefighter, Reserve Officers Leave
 Wisconsin Family Medical Leave Act
 West Virginia Volunteer Firefighter and Emergency Medical Service Attendant Leave

1. For leaves pertaining to the above laws, Standard will:
 - A. Receive employee leave requests. Such leave requests may be made by i) mail; ii) calling a Standard toll free telephone number between the hours of 7:00 am to 8:00 pm (Eastern time) Monday through Friday; or iii) accessing an Internet site, available "24/7", established by Standard.
 - B. Track employee leaves.
 - C. Verify employees' initial and continued eligibility for leave.
 - D. Issue employee notices required of Client.
 - E. Make leave determinations (e.g., approvals, denials) under FMLA and similar laws.
 - F. Respond to leave inquiries in accordance to federal, state and employer specific guidelines.
 - G. Provide Client with notice of leaves requested, leaves approved and absence management reports.
2. For leaves pertaining to the Uniformed Services Employment and Reemployment Rights Act (USERRA), Standard will:
 - A. Receive employee leave requests. Such leave requests may be made by i) mail; ii) calling a Standard toll free telephone number between the hours of 7:00 am to 8:00 pm (Eastern time) Monday through Friday; or iii) accessing an Internet site, available "24/7", established by Standard.
 - B. Track employee leaves.
 - C. Issue notifications to the employee requesting verification of the leave
 - D. Provide Client with notice of leaves requested and absence management reports.

AMF09 (8/2/11)