



# Welcome to the UnitedHealthcare family

**Paid Family and Medical Leave private plan employer guide**



Thank you for choosing UnitedHealthcare for your Paid Family and Medical Leave (PFML) plan. Use this end-to-end guide to help prepare you to apply for and onboard your plan.

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# Steps for completing the approval process

Follow the steps below to obtain approval from Massachusetts PFML to offer a private equivalent plan to your employees.

- 1 Submit your application to Massachusetts PFML through MassTaxConnect**
  - Register with **MassTaxConnect**
  - Once registered, apply for an exemption online using your MassTaxConnect account; attach all requested documents
- 2 Complete the MA PFML Confirmation of Insurance form with your insurance carrier**
  1. The form must be signed by the employer and insurance carrier.
  2. Submit an exemption request through MassTaxConnect. This step must be completed for each unique Employer Identification Number (EIN) covered under the policy.
  3. Log into MassTaxConnect
    - Once logged into your account, locate your paid family and medical leave account panel.
    - Select the “Exemptions” link in the “Account” panel and then select the “Request Exemption” hyperlink and continue with the application.
    - Complete the application attaching the executed MA PFML Confirmation of Insurance form on page 4
- 3 Submit the \$250 nonrefundable fee (or \$150 for reapproval)**
- 4 MassTaxConnect will review the application and issue a decision within about 30 days; once you receive approval from Massachusetts PFML, you must provide a copy of the approval to UnitedHealthcare**

**Note:** You must send annual renewal applications for an equivalent plan every year for the first 3 years, due 30 days before the anniversary date of the effective date of the original approved plan.

Massachusetts PFML has up to 30 days to issue an approval decision on an employer’s application for an equivalent plan. Once approved, the equivalent plan becomes effective at the start of the next quarter. Keep in mind, UnitedHealthcare also requires lead time to successfully implement your plan and set up an electronic eligibility file feed from your benefit administration system. The following table shows recommended timeframes to avoid delays of your equivalent plan’s effective date:

1. Start the implementation process with UnitedHealthcare	2. Submit application via MassTaxConnect	3. Once approved, the equivalent plan effective date
By October 1	Before November 30	January 1
By January 1	Before February 28	April 1
By April 1	Before May 31	July 1
By July 1	Before August 31	October 1

# Massachusetts Paid Family and Medical Leave confirmation of insurance

The purpose of this document is to provide verification of insurance coverage to support a request for private plan exemption from the Massachusetts Department of Family and Medical Leave (DFML) for the provision of paid leave benefits under M.G.L. c. 175M.

INSURANCE CARRIER INFORMATION		
Insurance carrier	UnitedHealthcare Insurance Company	
INSURANCE CARRIER POINT OF CONTACT		
Contact		
Email		
Phone number		
POLICY INFORMATION		
Policy effective date		
Policy anniversary date		
Coverage type Family medical leave plan		
Policy form number This number will be used in your exemption application in MassTaxConnect	UHI-PFML-POL (01/01/2021)	
SERF number	UHLC-132406309	
COVERED BUSINESS ENTITIES		
Business name	Employer Identification Number (EIN)	Coverage effective date



## Acknowledgement of Employer

The Employer acknowledges and understands that they must submit an exemption application through MassTaxConnect under each unique Employer Identification Number (EIN) that is covered by the policy. The exemption application must be submitted the quarter prior to the policy effective or renewal date. If the Employer submits the exemption application after the policy effective or renewal date, the Employer must submit a formal request to backdate the exemption to the policy effective or renewal date or the Employer will be liable for PFML contributions during the period they were not approved for an exemption by the Department.

The Employer acknowledges and understands if this plan is not in force on the exemption effective date, the Employer will be responsible for PFML contributions retroactive to the effective date of the exemption, and furthermore, the Employer may not collect retroactive contributions from employees to satisfy this requirement.

The Employer acknowledges and understands that if it is approved for a medical leave only exemption, it does not alleviate its obligation to remit family leave contributions to the Family and Employment Security Trust Fund ("Trust Fund"). Similarly, if it is approved for a family leave only exemption, it does not alleviate it of its obligation to remit medical leave contributions to the Trust Fund.

Name of Employer	by its duly authorized representative,
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Signature	Date
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Name	Title
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Name of Insurer	by its duly authorized representative,
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Signature	Date
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Name	Title
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# Private plan program notice

Your employer has selected UnitedHealthcare to administer your Paid Family and Medical Leave (PFML) in lieu of your state-administered plan.

## Who pays for Massachusetts PFML?

Employers contribute to Massachusetts PFML through payroll taxes. Contributions are calculated as a percentage of wages, and your employer will deduct your portion of the contribution rate from your paycheck. The employee share of PFML premium is set by Massachusetts PFML at 60% of employee wages through 2025.

## Qualifying conditions

PFML benefits are available to most Massachusetts employees who have a qualifying condition and who earned \$6,300 during the last 4 quarters for work performed in Massachusetts. The qualifying conditions are:

- Caring for your own serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth
- Caring for a family member with a serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth
- Bonding with your child during the first 12 months after birth, adoption, or placement
- Caring for a family member who was injured serving in the armed forces
- Managing affairs while a family member is on active duty

## Benefits overview

Covered employees are entitled to:

- Up to 26 weeks combined family and medical leave per benefit year
- A minimum of 12 weeks of paid leave during the benefit year if their spouse, child, or parent is a current member of the armed forces (including the National Guard and Reserves) and is on covered active duty or notified of an impending call or order to covered active duty
- A minimum of 12 weeks of paid leave during the benefit year to provide care to a family member, as defined by paid leave law, with a serious health condition
- A minimum of 12 weeks of paid leave during the benefit year to bond with a child during the first 12 months after a child's birth, or the first 12 months after adoption or foster placement of a child under the age of 18
- Leave may be taken continuously or intermittently in daily or weekly increments
- Leave will be paid at a rate of up to 100% of the employee's average weekly wage, based on a sliding scale
- Employees may estimate their benefits by using the benefits calculator available at [mass.gov](https://mass.gov)

Employees need to be employed in Massachusetts for at least 30 days to be eligible for PFML:

- If PFML leave is used for a reason that also qualified as leave under the federal Family and Medical Leave Act (FMLA), then the leave will also count as FMLA leave used
- Employees may choose to use sick leave or other paid time off before using PFML benefits, but they are not required to do so
- You and your employer may mutually agree to supplement PFML benefits with sick leave or other paid time off to provide full wage replacement

## How employees file a claim

Employees or their designated representatives may apply for PFML benefits by submitting an application, along with the required documentation, directly to UnitedHealthcare. Employers cannot make employees apply for PFML benefits.

Applications may be submitted in advance of the leave from work and, in some circumstances, they may be submitted after the leave has begun. Approved requests for leave will be paid within 2 weeks after the complete and accurate claim is filed, and weekly thereafter for the duration of the approved leave. Employees can appeal claim determinations to UnitedHealthcare.

### UnitedHealthcare Specialty Benefits

Appeals Department  
PO Box 31328  
Salt Lake City, UT 84131-0321

Individuals who attempt to defraud the PFML program may be disqualified from receiving benefits.

## Employer responsibilities

You must maintain health care benefits for your employees while they are on PFML, and both you and your employees remain responsible for paying for those benefits in the same amounts as before the leave began.

An employee who has worked for you for at least 90 days is entitled to return to the same position, or an equivalent position, upon their return from PFML.

## Retaliation, discrimination and interference prohibited

Employers may not interfere with an employee's rights under PFML and may not discriminate or retaliate against them for exercising those rights. Employees who suffer retaliation, discrimination or interference may file suit in court, or may file a complaint with the Massachusetts Department of Family and Medical Leave.

## Other important information

Your employer has selected a private plan that provides the same benefits as the Massachusetts PFML plan and imposes no additional costs or restrictions. Private plans must be approved by MassTaxConnect. Employees and employers are encouraged to report violations to the Massachusetts Department of Family and Medical Leave. To contact the Massachusetts Department of Family and Medical Leave, call 1-833-344-7365, Monday–Friday, 8 a.m.–4:30 p.m. ET.

### A claim can be filed by:



Calling **1-866-556-8298**  
Monday–Friday, 8 a.m.–8 p.m. ET



Submitting a claim request online at  
**[myuhcfp.com](https://myuhcfp.com)** or by emailing a completed  
form to **[fpcustomersupport@uhc.com](mailto:fpcustomersupport@uhc.com)**

**See your plan documents for benefit details or contact your  
Human Resources representative**



**UnitedHealthcare Insurance Company**  
**Home Office: 185 Asylum Street, Hartford, Connecticut 06103-3408**  
**Administrative Office: 9900 Bren Road East, Minnetonka, MN 55343**  
**www.uhc.com**

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**Employer:** ABC Company  
**Policy Type:** Paid Family and Medical Leave Coverage  
**Policy Number:** 000000  
**Policy Effective Date:** 00/00/0000  
**Policy Coverage Period:** 00/00/0000 – 00/00/0000

UnitedHealthcare Insurance Company (hereinafter referred to as We, Our, Us or the Company), has issued the Policy to the Employer shown above.

The Policy is intended to cover paid leave benefits that comply with the Massachusetts Department of Family and Medical Leave ("DFML") standards. If any Policy provisions do not conform to the requirements of M.G.L. c. 175M and 458 CMR 2.00 (hereinafter respectively referred to as "the PFML statute and regulations"), We will administer paid benefits consistent with the PFML statute and regulations. The provisions of this Policy must conform with the requirements of the PFML statute and regulations.

If there are any conflicts between the Policy and the PFML statute and regulations, the PFML statute and regulations will be the controlling requirements, unless the Policy provisions are more advantageous to the Covered Individual in which case the Policy terms will prevail.

If there are any changes, amendments, or regulatory clarifications to the provisions of the PFML statute and regulations then the Policy will be considered consistent with the relevant changes, amendments, or regulatory amendments and all claims practices will be updated to be in compliance with the new requirements without the consent of the Covered Individual or the Covered Individual's beneficiary. The Policy will be reviewed and updated at least annually to comply with any changes, amendments or regulatory clarifications.

**Renewal Terms:** If We elect to terminate the Policy, We will provide at least a 30-day notice to the Employer and to the DFML prior to terminating the Policy. If We elect to non-renew a Policy, We will only do so on the calendar anniversary of the initial Policy Effective Date and will provide at least 60-day notice to the Employer and to the DFML prior to non-renewing the Policy.

**Notice of Non-Renewal:** If an Employer's Policy is terminated during the term of an approved DFML exemption period or prior to January 1, 2021, and the Employer does not obtain private plan coverage from another source (either its own self-insured private plan or another carrier's fully insured private plan), the Employer may be required to remit contributions for its entire Massachusetts PFML ("MA PFML") payroll retroactive to either October 1, 2019 or the start date of the Employer's approved exemption. The Employer may be required to repay to the Family and Employment Security Trust Fund ("Trust Fund") the cost of the total amount of benefits paid to the Covered Individuals who received benefits from the Trust Fund and that it may be subject to additional interest and penalties established by the DFML for not maintaining a private plan.

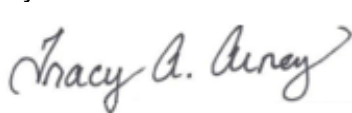
**Read Your Policy Carefully:** If You have any questions or need information about Your insurance, call 1-866-615-8727.

This Policy replaces any other Paid Family and Medical Leave Coverage Policy previously issued.

**Capitalization in this Policy:** Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term or a specific provision herein.

**Time Periods:** All periods begin and end at 12:01 A.M., standard time, at the Employer's address.

Signed for the Company by:



Tracy A. Arney, Secretary



Jessica Paik, President

This is a Non-Participating Policy (no dividends paid).

**NOTICE**

If Your Employer requires contributions toward premiums from You, this amount cannot exceed the maximum portion of contributions as described in the PFML statute and regulations. This maximum contribution amount is subject to an annual adjustment by the DFML Director as specified in M.G.L. c. 175M, § 7(e).

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## SCHEDULE OF BENEFITS

**Description of Eligible Class:** This Schedule of Benefits covers all Covered Individuals of companies and affiliates controlled by the Employer as defined by the DFML.

**Description of Covered Individuals:** You are covered by the PFML law if:

1. You are an Employee working for the Employer within a Massachusetts business or state agency; or
2. You are a Massachusetts contractor with the Employer and the Employer contracts with a business that issues 1099-MISC tax forms for more than 50% of its workforce; and
3. You have earned at least \$6,300 and at least 30 times Your calculated weekly paid leave benefit amount in the last 4 completed quarters.

If you were a previously Covered Individual, you may be eligible for benefits as stated in the Benefits for Former Employees section.

**Waiting Period:** 7 calendar days.

**Premium Rate Change:** Your premium may change on any premium due date if rates for Your Class are changed under the Policy.

### **Cost of Insurance:**

**Contributory Insurance:** You pay the entire premium

**Non-Contributory Insurance:** Your Employer pays the entire premium

### **Contributory Insurance:**

The Covered Individual is required to contribute to the cost of this insurance plan for Massachusetts Paid Family and Medical Leave (MA PFML).

Employee Contributions will be collected on a monthly basis. This means that for every \$100 You earn, a maximum of \$1,149.90 will be deducted from your paycheck for the covered contribution rate. This will consist of a deduction to cover Your Family Leave contribution; and a deduction to cover Your Medical Leave contribution

The maximum amount of earnings subject to these contributions rates in 2024 is \$168,600 annually for each Covered Individual. Maximum contribution amount is subject to the annual adjustment by the DFML Director as specified in M.G.L c. 175M, § 7(e). At no time will Your contributions exceed the maximum portion of contributions described in the statute and regulations.

### **Non-Contributory Insurance:**

The Covered Individual is not required to contribute to the cost of this insurance plan for Massachusetts Paid Family and Medical Leave (MA PFML). This plan is Non-Contributory; the Employer will pay the premium.

**Maximum Weekly Benefit Amount:** \$1,149.90 per week in the year 2024.

**Minimum Weekly Benefit Amount:** \$0

### **Maximum Amount of Leave Available:**

**Family Leave:** up to 12 weeks of paid Family Leave

**Medical Leave:** up to 20 weeks of paid Medical Leave

**Total Combined:** up to 26 weeks of combined Family and Medical Leave

All presumptions will be made in favor of the availability of leave and the payment of leave benefits.

## EMPLOYER AND INSURANCE COMPANY OBLIGATIONS

### **Amendments to the Policy:**

Amendments are used to effect all Policy changes that are required by state or federal law, or changes that have been requested for a group by the Employer or Us in exercising rights under the Policy, or changes the Policy permitted to be requested, as applicable. Amendments may be attached/provided as part of the Policy on the date of issue or after the date of issue when a change occurs.

If at any time amendments to the Policy are not consistent with the PFML statute and regulations, the DFML may withdraw the approval of a private plan exemption. If an exemption is withdrawn, the Employer may be required to remit contributions for its entire payroll retroactive to either October 1, 2019 or the start date of the Employer's approved exemption and the Employer may be required to repay to the Family and Employment Security Trust Fund ("Trust Fund") the total cost of benefits paid to Employers who received benefits from the Trust Fund including potential interest and penalties established by the DFML for not maintained a private plan.

### **Appeals:**

If a paid Family or Medical Leave claim is denied, the Covered Individual must appeal the determination via Our appeal process before a Covered Individual can exercise the right to appeal a denial of the claim to the DFML.

A Covered Individual has the right to appeal a denial of the claim within ten calendar days of receipt of notice of the determination pursuant to 458 CMR 2.14. Written appeals should be submitted to:

UnitedHealthcare Insurance Company  
Attention: Financial Protection Claims Division  
185 Asylum Street  
Hartford, CT 06103-3408

Covered Individuals may also contact Us regarding appeals by calling (toll free): **866-615-8727**

If it is not possible to provide Us with such appeal notice, within ten (10) calendar days of receipt of notice of the determination pursuant to 458 CMR 2.14., the Covered Individual must provide Us with evidence, satisfactory to Us, that circumstances beyond the Covered Individual's control prevented the filing of a request for an appeal within the prescribed ten (10) day filing period.

If the Covered Individual's appeal is denied by Us, We will advise the Covered Individual, in writing, that the Covered Individual may appeal to the DFML by filing a request for appeal within 10 days of the party's receipt of notice of the determination.

Covered Individuals may contact the DFML regarding appeals by calling the **Department of Revenue PFML Customer Care Center at (617) 466-3950**.

The private plan administrator and Employer of Covered Business Entity shall be required to furnish the Department all application for benefits documentation that is retained by the private plan administrator or Employer within ten (10) business days of the request by the Department in connection with an appeal of a denial of Family Leave Benefits or Medical Leave Benefits by the Employee or Covered Contract Worker.

**Claims of Creditors:** Except when prohibited by Massachusetts law, the insurance and other benefits under this Policy may be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the Covered Individuals or their beneficiaries.

### **Interaction with State and Federal Leave Laws:**

Leave taken under M.G.L. c. 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including the Commonwealth's Parental Leave Act (M.G.L. c. 149, §105D) and the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended, when the leave is for a Qualifying Reason under those acts.



**Rights of Authority:**

When making a benefit determination under the Policy, We have the sole discretionary authority:

1. to determine the Covered Individual eligibility, if applicable, for benefits;
2. to interpret the terms, conditions, limitations, and exclusions of the Policy; and
3. to interpret all other provisions of the Policy including the certificate and any riders, endorsements or amendments.

We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy. This provision applies only where the interpretation of the Policy is governed by the Employee Retirement Income Security Act (ERISA).

This provision does not:

1. prevent the Covered Individual's right to bring legal action as stated in the Legal Action provision; or
2. serve to deprive any insurance department of its statutory rights and obligations.

**Veracity/False Statements:**

Without limitation, any Employer, Covered Business Entity, or Self-Employed Individual electing coverage who makes a false statement or representation or willfully withholds a material fact with regard to any of the information required by 458 CMR 2.04, 458 CMR 2.00 generally, or M.G.L. c. 175M may be subject to penalties, including those under M.G.L. c. 62C, § 73.

**Incontestability:**

We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for three years from its date of issue. No statement made by any Covered Individual relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of three years during such person's lifetime, nor unless it is contained in a written instrument signed by him.

**Records - Information To Be Furnished:**

The Employer is required to keep a record of the essential details of the private insurance coverage that applies to Covered Individuals, which may include wage or payment history if the Covered Individual's Wages are used to determine the benefit amount.

The Employer may be required to furnish the required information to Us within a reasonable time period, up to fifteen (15) business days.

The Employer must keep a record of all the details of the insurance coverage and the Policy for a minimum period of three years after termination of the Policy. The Employer shall furnish these records to the DFML upon request.

**Clerical Error:**

Clerical error by the Employer will not:

1. affect the amount of insurance which would otherwise be in effect;
2. continue insurance which otherwise would be terminated; or
3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve (12) month period, which precedes the date We receive proof such an adjustment should be made. We may inspect any of the Employer's records which relate to the Policy.

**Job and Employee Benefits Protection:**

The Employer has the obligation to ensure that Employees retain the job protection and non-retaliation provisions guaranteed by the PFML statute and regulations. This obligation does apply to Covered Contract Workers if they are included in the Policy.

**Continuation of Employer-Related Health Insurance Benefits:**

The Employer has an obligation to continue to pay the Employee's share of health insurance benefits during a period of leave at the level and under the same conditions of coverage that would have been provided if the Employee continued working continuously for the duration of the qualified leave period. This obligation does not apply to former Employees or Covered Contract Workers if they are included in the Policy.

### **Continuation of Other Employee Benefits:**

The Employer has an obligation to ensure that upon reinstatement from a qualified leave, an Employee retains the right to accrue vacation time, sick leave, bonuses, advancement, seniority, length-of-service credit or other Employee benefit plans or programs at the same level if the Employee had continued working continuously for the duration of the qualified leave period. This obligation does not apply to former Employees or Covered Contract Workers if they are included in the Policy.

### **Payment of Premiums:**

Insurance provided by the Policy will be in effect when the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The Employer is responsible for paying all premiums as they become due. The premiums may be paid to Us by another party however We may require a mutual binding agreement among the other party, the Employer and Us. Premiums are payable on or before their due dates at Our Home Office. Payment of Premium for a period before it is due will not guarantee that the insurance will remain in effect for that period.

### **Grace Period:**

A Grace Period of 31 days will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will continue in effect provided the premium is paid by the Employer before the end of the Grace Period. The Grace Period will not continue the insurance beyond a date shown in the Termination of the Policy provision.

### **Termination of the Policy:**

The Policy may be canceled by Us. We may cancel the Policy prior to its first Policy Anniversary Date or at any time thereafter if any of the following occurs:

1. the Employer does not provide Us with information that We need to administer the Policy;
2. Employer Fraud;
3. the Employer fails to perform any of its obligations that relate to the Policy;
4. the number of Covered Persons decreases to less than 2; or
5. the Employer fails to pay premium within the Grace Period.

### **Reinstatement of a Terminated Policy:**

We do not allow for the reinstatement of a terminated Policy after the Employer was notified of termination.

### **Exemption from contribution to the Trust Fund:**

In order for the Employer to qualify for an exemption from contribution to the Trust Fund, the effective Eligibility Date of the insurance coverage must begin no later than the first day of the next calendar quarter immediately following the date of approval of the private plan exemption effective date or on the date of the hire of the Employee or Covered Contract Workers for approved private plans of the exemption effective date, for the following paid leaves:

1. leave for Covered Individuals who are unable to work due to their own Serious Health Condition;
2. leave for Covered Individuals to bond with a Child during the first twelve (12) months after the Child's birth, Adoption or Foster Care placement;
3. leave for Covered Individuals for a Qualifying Exigency arising out of the fact that the Covered Individual's Family Member is a current member of the Armed Forces; and
4. leave for Covered Individuals to care for a Family Member who is or was a member of the Armed Forces and who require medical care as a result of an illness or injury related to Family Members' active service.

Effective July 1, 2021 the following reasons for leave will be covered under this Policy:

1. Leave for Covered Individuals to care for a Family Member with a Serious Health Condition.

### **Verification of Wages:**

Employers or Covered Business Entities that have been approved for a private plan exemption may themselves or through Us require a Covered Individual to provide Verification of Wages earned with an Employer or Covered Business Entity in the Commonwealth for the purposes of determining whether that Covered Individual meets the Financial Eligibility Test of M.G.L. c. 175M, § 1.

## TYPES AND DURATIONS OF LEAVES

### **Types of Leave:**

Leaves may be taken on a continuous, reduced schedule or Intermittent basis for the following absences:

1. Medical Leave due to a Covered Individual's own Serious Health Condition;
2. Family Leave to care for a Family Member's Serious Health Condition or who is a Covered Service Member;
3. Family Leave due to a Qualifying Exigency arising out of a Family Member's Active Duty or impending call to Active Duty in the Armed Forces;
4. Family Leave for bonding with Child during the first twelve months after the Child's birth, Adoption, or Foster Care placement; and
5. Leaves for Family Leave to bond with a Child during the first twelve months after the Child's birth, Adoption, or Foster Care placement may only be taken on an Intermittent or Reduced Leave Schedule if agreed upon by both the Covered Individual and the Employer.

In order to approve an Intermittent Leave, it must be medically necessary. We will require a Health Care Provider certification that the Intermittent Leave is medically necessary as a condition of coverage.

### **Duration of Leave (Total Leave):**

Covered Individuals shall be eligible, in a Benefit Year, for up to 26 total weeks, in aggregate, of paid Family and Medical Leave.

Effective January 1, 2021 the amount of leave is up to:

1. 12 weeks of paid Family Leave, including the Waiting Period, in a Benefit Year:
  - a. To bond with a child during the first 12 months after the child's birth, Adoption, or Foster Care placement; and
  - b. For a Qualifying Exigency arising out of the fact that an Employee's Spouse, child, or Parent is a current member of the Armed Forces.
2. 20 weeks of paid Medical Leave, including the Waiting Period, in a benefit year for Covered Individuals who are unable to work due to a Serious Health Condition; or
3. 26 weeks of leave, including the Waiting Period, to care for a Family Member who is or was a Covered Service Member of the Armed Forces and who requires medical care as a result of an illness or injury related to the Family Member's active service.

Effective July 1, 2021 the amount of leave is up to:

1. 12 weeks of paid Family Leave, including the Waiting Period, to care for a Family Member with a Serious Health Condition.

### **Using Accrued Paid Leave or Leave Through an Extended Illness Bank Program (If Applicable):**

The benefits under this Policy are not conditioned on the Covered Individual first utilizing any available accrued paid leave available from the Employer. If the Covered Individual chooses to utilize accrued leave available from the Employer this use will run concurrently with the leave period.

1. Covered Individuals who choose to use Accrued Paid Leave or leave through an Extended Illness Leave bank program provided by their Employer or Covered Business Entity rather than receive a paid benefit pursuant this policy shall not receive any paid leave benefits pursuant to this policy for a period of time for which they used accrued paid leave time or leave through an Extended Illness Leave program from their Employer or Covered Business Entity and the Accrued Paid Leave or leave from an Extended Illness Leave program provided by an Employer or Covered Business Entity shall run concurrently with any available leave under this Policy.
2. Covered Individuals who choose to use accrued leave paid by the Employer or Covered Business Entity are required to follow the Employer's or Covered Business Entity's notice and certification processes related to the use of this leave.

The Employer may not require the Covered Individual to use any sick or other accrued paid leave or paid time off prior to initiating a claim under the Policy or during the Policy Coverage Period.

## **CALCULATING THE WEEKLY BENEFIT AMOUNT**

### **Calculating the Weekly Benefit Amount:**

The Weekly Benefit Amount will be calculated using the Covered Individual's total Wages during the Base Period and this amount will include Wages from other Employment during the Base Period, if those Wages would be included in the Base Period of a qualifying claim for PFML benefits with the DFML.

Benefits are calculated based on a two-part test that is then subject to a Maximum Weekly Benefit Amount:

1. The portion of a Covered Individual's Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage shall be replaced at a rate of 80%; and
2. The portion of a Covered Individual's Average Weekly Wage that is more than 50% of the State Average Weekly Wage shall be replaced at a rate of 50%.

Benefits paid under this Policy will be at least equal to the benefits that would be paid to Covered Individuals if participating in the state plan.

The Employer will be required to submit all Wage information to Us. We will work with the Employer to obtain this information if it is not readily available.

### **Offset to Policy Benefits Due to Other Income:**

The Weekly Benefit Amount will be reduced by the amount of Wages or Wage replacement that a Covered Individual on Family or Medical Leave receives for that period from:

1. any government program or law, including unemployment benefits under M.G.L. c. 151A, or workers' compensation under M.G.L. c. 152, other than for permanent partial disability incurred prior to the Family or Medical Leave application for benefits;
2. military disability benefits;
3. other state or federal temporary or permanent disability benefits law; or
4. a disability Policy or program of the Employer or Covered Business Entity associated with a permanent disability that provides benefits for a period that is greater than 12 months.

Unless the aggregate amount a Covered Individual receives would exceed the Covered Individual's Average Weekly Wage, the Weekly Benefit Amount for a period shall not be reduced by the amount of Wage replacement that a Covered Individual on Family or Medical Leave receives for that period from:

1. a disability Policy or program of the Employer or Covered Business Entity associated with a disability that provides benefits for no more than 12 months;
2. a paid Family or Medical Leave Policy of the Employer or Covered Business Entity; or
3. any Wages received from another Employer or Covered Business Entity or through self-employment.

A Covered Individual's family or medical leave allotment under 458 CMR 2.08(8) shall be proportionately reduced by the amount of Family or Medical Leave taken by the Covered Individual for any Qualifying Reason during the Benefit Year.

The Weekly Benefit Amount shall be reduced by any paid Family or Medical Leave that a Covered Individual on Family or Medical Leave receives from any source for any qualifying reason in the 12-month period prior to filing an application for benefits. However, any leave taken by the Covered Individual for the same qualifying reason prior to January 1, 2021, shall not count against the Covered Individual's Weekly Benefit Amount and/or leave allotment.

The leave allotment for a private plan shall be based on the Covered Individual's Average Working Week with the Employer or Covered Business Entity.

### **Estimating Amounts of Other Income Benefits:**

We have the right to estimate the amount of benefits the Covered Individual may be eligible to receive under the Offset to Policy Benefits Due to Other Income section. We can reduce Our payments to him by the estimated amount if:

1. he has not been awarded but has not been denied such benefits;
2. he has been denied such benefits and the denial is being appealed; or
3. he is reapplying for such benefits.

We will NOT reduce Our payments to the Covered Individual by the estimated amount if:

1. he applies or reapplies for the benefits and appeals his denial through all of the administrative levels We believe are necessary; or
2. he signs Our reimbursement agreement form stating that he promises to pay Us any overpayment caused by an award.

If We reduce Our payments to the Covered Individual by an estimated amount:

1. We will adjust Our payment to him when he provides proof of the amount awarded; or
2. We will issue a lump sum refund of the estimated amount if he was denied benefits and has completed all appeals (or reapplications) We believe are necessary.

We may not impose additional offsets/reductions but We may elect to include any or all of the reductions available under the PFML statute and regulations.

## CLAIM PROCEDURES

### **Notices and Filing of Claim:**

The Covered Individual must provide a notice of an intent to file a claim to Us not longer than 30 calendar days prior to the date that the approved Family Leave period begins or the Serious Health Condition prevents work.

If it is not possible to provide Us with such notice, written notice must be given as soon as it is practical to do so.

Covered Individuals are also required to provide this notice to the Employer. Claims may be delayed or denied if this notice is not given.

In the case of Medical Leave when planning medical treatment, the Covered Individual must consult with the Employer to schedule treatment that will not unduly disrupt the Employer's operations. In this case, We may contact the Employer within five days of a claim to collect information relevant to the claim.

We may request that the Covered Individual send Certification of a Serious Health Condition from a Health Care Provider as outlined in 458 CMR 2.08(5) for Medical Leave, Family Leave to care for a Family Member with a Serious Health Condition, and Family Leave to care for a Family Member who is a Covered Service Member. This will include support by a certification evidencing that the leave is for a Qualifying Reason.

Neither the Employer nor Us may require the Covered Individual to submit additional evidence unless it is specifically authorized in the PFML statute or regulations.

### **Proof of Claim:**

Proof of Claim for Medical Leave for a Serious Health Condition requires a certification from a Health Care Provider that includes:

1. a statement that the Covered Individual has a Serious Health Condition;
2. the date on which the Serious Health Condition commenced;
3. the probable duration of the Serious Health Condition;
4. a certification by the Health Care Provider that the Covered Individual is incapacitated from work due to the Serious Health Condition; and
5. information regarding the need for Intermittent Leave, including a statement that such leave or schedule is medically necessary where the claim for benefits is for leave on an Intermittent or Reduced Leave Schedule.

Proof of Claim for Family Leave to care for a Family Member with a Serious Health Condition requires certification from a Health Care Provider that includes:

1. the name and address of the Family Member;
2. a statement confirming the relationship between the Covered Individual and the Family Member;
3. a statement that the Family Member has a Serious Health Condition;
4. the date on which the Family Member's Serious Health Condition commenced;
6. the probable duration of the Family Member's Serious Health Condition;
7. a statement that the Covered Individual is needed to care for the Family Member;
8. an estimate regarding the frequency and anticipated duration of time that the Covered Individual is needed to care for the Family Member; and
9. information from the Covered Individual that proves to Our satisfaction, the identity of the Family Member.

Proof of Claim for Family Leave for the Birth of a Child requires certification that includes:

1. the Child's birth certificate;
2. a statement from the Child's Health Care Provider stating the Child's birth date; or
3. a statement from the Health Care Provider of the person who gave birth stating the Child's birth date.

Proof of Claim for Family Leave for placement of a Child for Adoption or Foster Care requires:

1. certification from the Child's Health Care Provider or from an Adoption or Foster Care agency involved in the placement or the Massachusetts Department of Children and Families that confirms the placement and date of placement; or
2. the Covered Individual must provide written notice of any change of status as an adoptive or foster Parent while an application for benefits is pending or while the Covered Individual is receiving benefits.

The Covered Individual, within 5 business days of such change in status, may be required to provide written notice of the change to Us. The Massachusetts Department of Children and Families may confirm in writing the Covered Individual's status as an adoptive or foster Parent while an application for benefits is pending or while the Covered Individual is receiving benefits.

Proof of Claim for Family Leave for a Qualifying Exigency arising out of the fact that a Family Member is on active military duty or has been notified of an impending call or order to Active Duty in the Armed Forces requires certification that includes:

1. a copy of the Family Member's Active Duty orders;
2. a letter of impending activation from the Family Member's commanding officer;
3. other documentation in circumstances where, for good cause shown, the Covered Individual is unable to produce the Active Duty orders or letter of impending activation;
4. a statement of the Family relationship between the Covered Service Member and the Covered Individual requesting benefits;
5. information from the Covered Individual that proves, to Our satisfaction, the identity of the family member;
6. the name and address of the Family Member being cared for;
7. the dates or period of time for which leave is requested; and
8. the underlying reason for the exigency leave.

Proof of Claim for Family Leave for a Family Member who is a Covered Service Member requires certification from the Covered Service Member's Health Care Provider that includes:

1. the date on which the Covered Service Member's Serious Health Condition commenced;
2. the probable duration of the Serious Health Condition;
3. a statement that the Covered Individual is needed to care for the Family Member;
4. an estimate of the amount of time the Covered Individual will be needed to care for the Covered Service Member;
5. an attestation by the Covered Service Member's Health Care Provider and the Covered Individual that the Serious Health Condition is connected to the Covered Service Member's military service;
6. a statement of the Family relationship between the Covered Service Member and the Covered Individual;
7. information from the Covered Individual that proves to Our satisfaction the identity of the Family Member;
8. the name and address of the Family Member being cared for; and
9. other information or documentation that may be required by Us.

**Information That May Be Requested from the Employer:**

We may request that the Employer of the Covered Individual, within ten business days from the date of notice or the filing of a claim for benefits, provide to Us all relevant information or records. This information or records may include:

1. whether the Covered Individual will receive any paid leave benefits from the Employer during the requested leave period;
2. whether the Employer has approved or intends to approve the request under the Family and Medical Leave Act or any other Policy allowing for paid or unpaid leave; and
3. any other relevant information or records related to the request, including but not limited to, evidence of a fraudulent claim.

In some cases, The Covered Individual may be required to provide consent to Us to share information with the Employer and with the Health Care Provider in order to process the claim. We will deny a Covered Individual's claim or stop sending him payments if the appropriate information is not submitted.



**Timing of Claim Payments:**

We will comply with the time periods and other requirements related to processing and payment of claims that are set forth in the PFML statute and regulations.

Claim payments to a Covered Individual will be paid within 14 days of approving an application, unless that determination occurs more than 14 calendar days before the onset of eligibility, in which case We shall commence payment of leave benefits as soon as eligibility begins.

**Payment of Claim:**

Decisions on a claim for paid leave benefits will be made within 14 calendar days of receipt of a complete application, unless that determination occurs more than 14 calendar days before the onset of leave or eligibility, in which case We shall commence payment of leave benefits as soon as leave or eligibility begins.

Except as otherwise noted for specified additional benefits that may be included in the Policy, all benefits are payable to the Covered Individual. If a benefit is payable to the Covered Individual's estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to \$1,000 to any of the Covered Individual's relatives whom We consider entitled. Any amount We pay in good faith releases Us from further liability, but only for the amount paid.

Alternate Payment Options may include:

1. lump sum or accelerated payments in lieu of a Weekly Benefit Amount; or
2. benefit payments at the beginning of a claim in higher installments.

These options are only offered at the beginning of the qualified leave period and only if the Covered Individual agrees to the payment option.

For each request for payment associated with Intermittent Leave, We may verify the leave taken prior to issuing a payment.

**Overpayment of Claim:**

We have the right to recover any overpayments due to:

1. fraud;
2. any error We make in processing a claim; and
3. the Covered Individual's receipt of other income benefits as listed in the Offset to Policy Benefits Due to Other Income section.

The Covered Individual must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Covered Individual's Spouse if living, otherwise children under the age of 26 or estate.

## **NOTICE OF RETURN TO WORK, EXTENSION OF PAID LEAVE BENEFITS, BENEFITS FOR FORMER EMPLOYEES**

### **Notice of Return to Work:**

The Covered Individual must notify Us immediately when he returns to work in any capacity

### **Extension of Paid Leave Benefits:**

The Covered Individual may submit a request for extension of paid Family or Medical Leave. The Covered Individual is required to provide notice to Us requesting an extension of leave. This notice period may not be greater than 14 calendar days prior to the date of expiration of the original approved leave. Late filed requests may be allowed for Good Cause shown.

The request must include the following:

1. the reason for the extension;
2. the requested duration of the extended leave;
3. the date on which the Covered Individual provided notice of the request for the extension; and
4. a newly completed or updated health care certification for Medical or Family Leave that does not exceed the standards provided in 458 CMR 2.08(5).

We will notify the Employer of a request for an extension not more than five business days following its receipt of a completed request. We may provide to the Employer:

1. the requested duration for the extension;
2. whether the newly requested leave is continuous or Intermittent; and
3. any other information or record We deem relevant to verifying and otherwise processing the claim.

Employers are required, within five business days from the date of the notice of the request for extension of leave, to provide to Us all relevant information or records requested by Us. This may include:

1. whether the Covered Individual will receive any paid leave benefits from the Employer during the requested extended leave period, whether the requested leave is continuous or intermittent;
2. whether the Employer has approved or intends to approve the request for extension under the Family and Medical Leave Act or any other Policy allowing for paid or unpaid leave; and
3. Any other relevant information or records related to the request for extension, including but not limited to, evidence of a fraudulent claim.

### **Benefits for Former Employees:**

For Covered Individuals who have been separated from an Employer for less than 26 weeks:

1. If the Covered Individual remains unemployed on the date that an application for benefits is filed, the Covered Individual shall submit an application for benefits with their former Employer or Covered Business Entity.
2. If the Covered Individual has become employed by a different Employer or contracted with a Covered Business Entity at the time that an application for benefits is filed, the Covered Individual shall submit an application for benefits with their current Employer or Covered Business Entity. If the new Employer or Covered Business Entity has a private plan exemption, the Covered Individual shall submit the application for benefits to the private plan in accordance with the requirement established by their Employer or Covered Business Entity.

If an individual submitting an application for benefits identifies themselves as a former Employee, the Employer, Covered Business Entity or Us may inquire as to whether the individual is currently employed or has gained employment following separation from the Employer or Covered Business Entity.

## WAITING PERIOD, COVERED INDIVIDUAL EFFECTIVE DATE AND TERMINATION

### **Waiting Period Information:**

The Waiting Period under the Policy is shown in the Schedule of Benefits. If applicable, the Waiting Period that is required for each application for paid leave benefits may count against the total available period of leave in a Benefit Year. The Waiting Period shall begin on the first date of each covered leave. Where the approved claim involves leave on an Intermittent or Reduced Leave Schedule, the waiting period shall be seven consecutive calendar days, from the date of the first instance of leave from the Employer, not the aggregate accumulation of seven days of leave.

If a Covered Individual takes Medical Leave during pregnancy or recovery from childbirth that is supported by documentation by a Health Care Provider and it is immediately followed by Family Leave, the Waiting Period for Family Leave shall not be required.

The Waiting Period for paid leave benefits shall not apply to an approved extension of a claim for paid Family or Medical Leave.

### **Covered Individual Effective Date:**

You will become eligible for insurance on the latest of:

1. the Effective Date of the Policy;
2. the date You complete the required Waiting Period shown in the Schedule;
3. the date the individual becomes a Covered Individual as defined by DFML; or
4. the date You enter a Class eligible for insurance, as shown in the Schedule.

### **Covered Individual Termination of Benefits:**

We will stop sending the Covered Individual payments and his claim will end on the earliest of:

5. the date he is no longer defined as a Covered Individual;
6. the date he is no longer eligible for Family or Medical Leave;
7. the date he no longer has a Serious Health Condition;
8. the date he no longer has a Family Member with a Serious Health Condition; or
9. the date he reaches the end of the Maximum Benefit Period.

## DEFINITIONS

**Accrued Paid Leave:** Leave earned by or otherwise provided to a Covered Individual pursuant to a benefit plan or Policy offered by an Employer or Covered Business Entity including, but not limited to, sick leave, annual leave, vacation leave, personal leave, compensatory leave or paid time off. Accrued paid leave shall not include a (i) disability Policy or program of an Employer or Covered Business Entity; or (ii) paid family, or medical leave policy of an Employer or Covered Business Entity.

**Active Duty:** For the purposes of administering paid leave under M.G.L. c. 175M, and 458 CMR 2.00, Active Duty means full-time duty in the active military service of the United States and full-time National Guard duty and deployed to a foreign country.

**Adoption:** Legally and permanently assuming the responsibility of raising a Child as one's own. The source of an adopted child (i.e., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for leave.

**Armed Forces:** The term Armed Forces means the United States Army, Navy, Air Force, Marine Corps, Space Force, and Coast Guard (10 U.S. Code § 101).

**Average Weekly Wage:** Has the same meaning as provided in M.G.L. c. 151A, § 1(w); provided, however, that Average Weekly Wage shall be calculated using earnings from the Base Period; and provided further, that in the case of a Self-Employed Individual, Average Weekly Wage shall mean 1/26 of the total earnings of the Self-Employed Individual from the two highest quarters of the 12 months preceding such individual's application for benefits under M.G.L. c. 175M. If an individual has multiple Employers, the Average Weekly Wage will be calculated for each Employer or Covered Business Entity separately.

**Average Working Week:** The average number of hours worked from the two highest quarters of the 12 months preceding such individual's application for benefits under M.G.L. c. 175M.

**Base Period:** the last four completed calendar quarters within the previous five calendar quarters immediately preceding the date a complete application for benefits is file for a qualified period of paid Family or Medical Leave. A completed calendar quarter is one for which an employment and Wage detail report has been or should have been filed for Employers who have not received an exemption from contributions to the Trust Fund, pursuant to 458 CMR 2.04(1)-(2).

**Benefit Year:** the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day paid Family or Medical Leave commences for the Covered Individual.

**Calendar Year:** a 12-month period starting with January 1st and ending with December 31<sup>st</sup>.

**Child:** A biological, adopted or foster child, a stepchild or legal ward, a Child to whom the Covered Individual stands in loco Parentis, or a person to whom the Covered Individual stood in loco Parentis when the person was a minor Child.

**Continuing Treatment by a Health Care Provider:** includes any one or more of the following:

1. **Incapacity and Treatment:** A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - a. treatment two or more times, within 30 calendar days of the first day of incapacity, unless extenuating circumstances exist, by a Health Care Provider, by a nurse under direct supervision of a Health Care Provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a Health Care Provider;
  - b. treatment by a Health Care Provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the Health Care Provider. Treatment includes examination to determine if there is a Serious Health Condition. Treatment does not include routine physical examinations, Employee examinations, or dental examinations. A regimen of continuing treatment includes a course of prescription medications or therapy requiring specialized equipment to resolve or alleviate the health condition;
  - c. the requirement for treatment by a Health Care Provider means an in person or telehealth visit to a Health Care Provider. The first (or only) in-person or telehealth treatment must take place within seven calendar days of the first day of incapacity;
  - d. whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-calendar day period shall be determined by the Health Care Provider.

Extenuating circumstances means circumstances beyond the Covered Individual's control that prevent the follow-up visit from occurring as planned by the Health Care Provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a Health Care Provider determines that a second in-person visit is needed within the 30-day calendar day period, but the Health Care Provider does not have any available appointments during that time period.

2. **Pregnancy or Prenatal Care:** Any period of incapacity due to pregnancy, or for prenatal care.
3. **Chronic Conditions:** Any period of incapacity or treatment for such incapacity due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
  - a. required periodic visits (defined as at least twice per calendar year) for treatment by a Health Care Provider, or by a nurse under direct supervision of a Health Care Provider;
  - b. continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
4. **Permanent or Long-term Conditions:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The Covered Individual or the Covered Individual's Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
5. **Conditions requiring Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a Health Care Provider or by a provider of health care services under orders of, or on referral by, a Health Care Provider, for:
  - a. Restorative surgery after an accident or other injury; or
  - b. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
6. Absences attributable to incapacity under Continuing Treatment by a Health Care Provider (b) or (c) qualify for leave even though the Employee Covered Individual or the covered Family Member does not receive treatment from a Health Care Provider during the absence, and even if the absence does not last more than three consecutive, full calendar days.
7. Cosmetic treatments are not Serious Health Conditions unless inpatient hospital care is required or unless complications develop.

**Contributions:** the payment made by an Employer, a Covered Business Entity or a Covered Individual to the Family and Employment Security Trust Fund, as required by M.G.L. c. 175M, or contributions to a private plan while the plan is in effect.

**Contributory or Non-Contributory Insurance:** Contributory Insurance is insurance for which the Covered Individual must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Individual does not have to make any premium contributions.

**Covered Individual:** Covered Individuals are those workers that are included under the Policy. Covered Individuals must include the following Individuals who meet the eligibility requirements of the PFML statute and regulations:

1. All the Employer's Employees providing services in Massachusetts, including full-time, part-time, permanent, temporary, on call, per diem or seasonal Employees who meet the minimum eligibility requirements, and the Financial Eligibility Test, under the MA PFML law;
2. Former Employees of the Employer for not more than 26 weeks after separation or until re-employed, whichever comes first;
3. All Covered Contract Workers, if applicable, if the Employer is a Covered Business Entity; and
4. A Self-Employed Individual:
  - a. who has elected coverage under M.G.L. c. 175M, § 2(j);
  - b. whose reported earnings to the Massachusetts Department of Revenue from self-employment meet the Financial Eligibility Test as if the individual were an Employee; and
  - c. who has made contributions as required by M.G.L. c. 175M, § 6, for at least two of the previous four calendar quarters.

**Covered Business Entity:** A business or trade that contracts with Self-Employed Individuals for services and is required to report the payment for services to such individuals on IRS Form 1099-MISC for more than 50% of its workforce.

**Covered Contract Worker:** A Self-Employed Individual:

1. for whom an Employer or Covered Business Entity is required to report payment for services on IRS Form 1099-MISC;
2. for whom an Employer or Covered Business Entity is required to remit contributions;
3. who performs services as an individual in Massachusetts;
4. who resides in Massachusetts; and
5. who is not classified as an independent contractor pursuant to M.G.L. c. 151A, § 2.

**Covered Service Member:** Either:

1. a member of the Armed Forces, as defined in M.G.L. c. 4, § 7, including a member of the National Guard or Reserves, who is:
  - a. undergoing medical treatment, recuperation or therapy;
  - b. otherwise in outpatient status; or
  - c. is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on Active Duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's Active Duty and was aggravated by service in the line of duty on Active Duty in the Armed Forces; or
2. a former member of the Armed Forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in line of duty on Active Duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's Active Duty and was aggravated by service in line of duty on Active Duty in the Armed Forces and manifested before or after the member was discharged or released from service.

**Department of Family and Medical Leave (DFML):** The state agency established in M.G.L. c. 175M, § 8.

**Director:** The Director of the Department of Family and Medical Leave.

**Domestic Partner:** A person not less than 18 years of age who:

1. is dependent upon the Covered Individual for support as shown by either unilateral dependence or mutual interdependence that is evidenced by a nexus of factors including, but not limited to:
  - a. common ownership of real or personal property;
  - b. common householding;
  - c. children in common;
  - d. signs of intent to marry;
  - e. shared budgeting; and
  - f. the length of the personal relationship with the Covered Individual; or
2. has registered as the Domestic Partner of the Covered Individual with any registry of domestic partnerships maintained by the employer of either party, or in any state, county, city, town or village in the United States.



**Earnings from Self-employment or Income from Self-Employment:** Shall have the same meaning as “net earnings from self-employment,” as defined in the Internal Revenue Code § 1402(a) as amended and in effect for the taxable year, and the implementing regulations thereunder.

**Eligibility Date:** The earliest date the Covered Individual is eligible for coverage under this Policy, and the Covered Individual has satisfied all requirements for coverage to begin.

**Employee:** the same meaning as provided in M.G.L. c. 151A, § 1(h); provided, however, that notwithstanding M.G.L. c. 151A, § 1(h); or any other special or general law to the contrary, Employee shall include a Family child care provider, as defined in M.G.L. c. 15D, § 17(a).

**Employer:** Refers to the Employer. The term Employer shall have the same meaning as provided in M.G.L. c. 151A § 1(i), provided, however, that

1. an individual employer shall be determined by the Federal Employer Identification Number;
2. the Department of Early Education and Care shall be deemed the Employer of family child care providers, as defined in M.G.L. c. 15D, § 17(a); provided further, that the PCA Quality Home Care Workforce Council established in M.G.L. c. 118E, § 71 shall be the Employer of personal care attendants, as defined in M.G.L. c. 118E, § 70.
3. any Employer not subject to M.G.L. c. 175M may become a covered Employer under M.G.L. c. 175M by notifying the Department of Family and Medical Leave and completing the procedure established by the Department; and
4. a municipality, district, political subdivision or its instrumentalities shall not be subject to M.G.L. c. 175M unless it adopts M.G.L. c. 175M by majority vote of its authorized local legislative body or governing body and otherwise as provided by M.G.L. c. 175M, § 10.

**Employment:** Shall have the same meaning as provided by M.G.L. c. 151A, § 1(k); provided, further, that employment shall not include any service not included in “employment” pursuant to M.G.L. c. 151A, § 6.

**Employment Benefits:** All benefits provided or made available to Covered Individuals by an Employer of Covered Business Entity, if any, including, but not limited to, group life insurance, health insurance, disability insurance, sick leave, annual or vacation leave, educational benefits and pensions.

**Extended Illness Leave Bank:** A voluntary program where Covered Individuals may donate accrued leave time to fund a bank for the benefit of a co-worker experiencing a qualifying reason under M.G.L. c. 175M.

**Family Leave:** Leave taken to care for a Family Member with a Serious Health Condition, for a Parent to bond with the Parent’s child during the first 12 months after the child’s birth, Adoption, or Foster Care placement, to care for a Family Member who is a Covered Service Member, or because of a Qualifying Exigency arising out of the fact that a Family Member is on Active Duty or has been notified of an impending call or order to Active Duty in the Armed Forces.

**Family Leave Benefits:** Wage replacement paid pursuant to M.G.L. c. 175M, § 3 and provided in accordance with M.G.L. c. 175M, § 2, to a Covered Individual while the Covered Individual is on Family Leave under the Policy.

**Family Member:** The Spouse, Domestic Partner, Child, Parent or Parent of a Spouse or Domestic Partner of the Covered Individual; a person who stood in loco parentis to the Covered Individual when the Covered Individual was a minor Child; or a grandchild, Grandparent or Sibling of the Covered Individual.

**Financial Eligibility Test:** A demonstration that the individual has satisfied the financial eligibility requirements of subsection (a) of section 24 of chapter 151A, provided that all such Employment has been localized within Massachusetts. Wages received from multiple Employers or Covered Business Entities within the Base Period can be aggregated to determine financial eligibility for leave.

**Former Member of the Armed Forces:** An individual who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released at any time during the five-year period prior to the first date the Covered Individual completes an application for benefits to care for the former member of the Armed Forces.

**Foster Care:** 24-hour care for children in substitution for and away from their Parents or guardian. Such placement is made by or with the agreement of Massachusetts or any other states, commonwealth or territory as a result of a voluntary agreement between the Parent and guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for Foster Care, and involves agreement between Massachusetts or any other states, commonwealth or territory and foster Family that the foster family will care for the child. Although Foster Care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

**Grandparent:** A Parent of the Covered Individual’s Parent.



**Good Cause:** A demonstration by a party that a failure to comply with a requirement of M.G.L. c. 175M, and 458 CMR 2.00 was due to circumstances beyond the party's control.

**Health Care Provider:** An individual licensed by the state, commonwealth or territory in which the individual practices to practice medicine, surgery, dentistry, chiropractic, podiatry, midwifery or osteopathy, and including the following:

1. podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in by a State and performing within the scope of their practice as defined under the law of that state, commonwealth or territory;
2. nurse practitioners, nurse-midwives, clinical social workers and Physician assistants who are authorized to practice under state law and who are performing within the scope of their practice as defined under the law of that state, commonwealth or territory;
3. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
4. a Health Care Provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of the person's practice as defined under such law.

**Incapacity:** an inability to perform the functions of one's position, or where the Covered Individual is a former Employee, to perform the functions of one's most recent position or other suitable employment as that term is defined under M.G.L. c. 151A, § 25(c), due to the Serious Health Condition, treatment therefore, or recovery therefrom.

**Inpatient Care:** an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care.

**Insurance Company:** UnitedHealthcare Insurance Company

**Intermittent Leave:** Leave taken in separate periods of time due to a single Qualifying Reason, rather than for one continuous period of time. Examples of Intermittent Leave include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of months.

**Job Protected Leave:** The period of time described in 458 CMR 2.16(1), immediately following the first date on which an Employee commences the taking of any type of leave that is associated with a qualifying reason regardless of whether an application for benefits has been submitted to UnitedHealthcare Insurance Company in connection therewith or whether that leave is paid or unpaid. Employees who do not file an application for benefits, but use any other type of leave, including accrued paid leave or unpaid leave approved by an Employer, leave under a (i) temporary disability policy or program of an Employer; or (ii) paid family, or medical leave policy of an Employer; or (iii) an Extended Illness Leave Bank provided by an Employer, and taken for a qualifying reason, will be entitled to job protected leave as of the date of commencing such leave and that leave will run concurrently with the leave period provided in M.G.L. c. 175M.

**Maximum Weekly Benefit Amount:** The Maximum Weekly Benefit Amount will be adjusted annually not later than October 1<sup>st</sup> of each year and this Maximum Weekly Benefit amount shall take effect on January 1<sup>st</sup>.

**Medical Leave:** Leave taken by a Covered Individual due to a Serious Health Condition.

**Medical Leave Benefits:** Wage replacement paid to a Covered Individual while the Covered Individual is on Medical Leave under the Policy.

**Minimum Weekly Benefit Amount:** The Weekly Benefit Amount for a Covered Individual on family or medical leave shall be determined as follows: (i) the portion of the Covered Individual's Average Weekly Wage that is equal to or less than 50 per cent of the State Average Weekly Wage shall be replaced at a rate of 80 per cent; and (ii) the portion of the Covered Individual's Average Weekly Wage that is more than 50 per cent of the State Average Weekly Wage shall be replaced at a rate of 50 per cent.

The Maximum Weekly Benefit Amount calculated pursuant to paragraph (1) shall be not more than \$1,149.90 per week; provided, however, that annually, not later than October 1 of each year thereafter, the department shall adjust the maximum Weekly Benefit Amount to be 64 per cent of the state average weekly wage and the adjusted maximum Weekly Benefit Amount shall take effect on January 1 of the year following such adjustment.

For a Covered Individual who takes leave on an Intermittent or Reduced Leave Schedule, the Weekly Benefit Amount shall be prorated as determined by the department.

The Weekly Benefit Amount shall be reduced by the amount of Wages or Wage replacement that a Covered Individual receives for that period under any of the following while on family or medical leave: (i) any government program or law, including but not limited to workers' compensation under chapter 152, other than for permanent partial disability incurred prior to the family or medical leave claim, or under other state or federal temporary or permanent disability benefits law, or (ii) a permanent disability policy or program of an Employer.

The Weekly Benefit Amount shall not be reduced by the amount of Wage replacement that an Employee receives while on family or medical leave under any of the following conditions, unless the aggregate amount an Employee would receive would exceed the Employee's Average Weekly Wage: (i) a temporary disability policy or program of an Employer; or (ii) a paid family, or medical leave policy of an Employer. If an Employer makes payments to an employee during any period of family or medical leave that are equal to or more than the amount required under this section, the Employer shall be reimbursed out of any benefits due or to become due from the trust fund for family or medical leave benefits for that employee covering the same period of time as the payments made by the Employer.

The Minimum Weekly Benefit Amount will be calculated using the Covered Individual's total Wages from the Employer during the Base Period provided that it satisfies the requirements of the Financial Eligibility Test, if applicable.

**Parent:** The biological, adoptive, step or foster mother or father of the Covered Individual.

**Pay Period:** The shortest pay period used by a business or trade for regular payments to any group of Covered Individuals of the business or trade.

**Policy** means the legal contract between the Employer and Us. It may be changed or discontinued without Your or Your beneficiary's consent. The Policy may be inspected at the office of the Employer.

**Qualifying Earnings:**

1. Wages paid to an Employee;
2. payments by Covered Business Entities to Covered Contract Workers; and
3. earnings from self-employment on which a Self-Employed Individual is making contributions pursuant to 458 CMR 2.06.

**Qualifying Exigency:** A need arising out of a Covered Individual's Family Member's Active Duty service or notice of an impending call or order to Active Duty in the Armed Forces, including, but not limited to, providing for the care or other needs of the military member's Child or other Family Member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment or making arrangements following the death of the military member.

**Qualifying Reason:** Any of the following reasons for which a Covered Individual is eligible for Family or Medical Leave Benefits: to bond with a child during the first 12 months after the child's birth, Adoption, or Foster Care placement; to care for a Family Member's Serious Health Condition; to care for a Family Member who is a Covered Service Member; a Qualifying Exigency arising out of a Family Member's Active Duty or impending call to Active Duty in the Armed Forces; or the Covered Individual's own Serious Health Condition that incapacitates the individual from performing the essential functions of the individual's job.

**Reduced Leave Schedule:** A leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a Covered Individual.

**Self-Employed Individual:** A sole proprietor, sole member of a limited liability company or limited liability partnership or an individual whose net profit or loss from a business is required to be reported to the Massachusetts Department of Revenue; provided, however, that such individual resides in Massachusetts.

**Serious Health Condition:** An illness, injury, impairment or physical or mental condition that involves:

1. inpatient care in a hospital, hospice or residential medical facility; or
2. continuing treatment by a Health Care Provider.

A substance use disorder may be a serious health condition. Family or medical leave may only be taken for treatment for substance use disorder by a health care provider, by a provider of health care services on referral by a health care provider or by a program licensed or approved by the Massachusetts Department of Public Health. An absence because of the Employee's use of the substance, rather than for treatment, does not qualify for leave.

**Sibling:** The biological, adoptive, step-brother or step-sister of a Covered Individual.

**Spouse** means Your Spouse who:

1. is lawfully married to You; and
2. is not legally separated or divorced from You.
3. Spouse will also mean Your Domestic Partner.

**State Average Weekly Wage:** The Average Weekly Wage in the Massachusetts as calculated under M.G.L. c. 151A, § 29(a) and determined by the Director of the Massachusetts Department of Unemployment Assistance.

**Substance Use Disorder:** A Substance Use Disorder may be a Serious Health Condition. Family or Medical Leave may only be taken for treatment for Substance Use Disorder by a Health Care Provider, by a provider of health care services on referral by a Health Care Provider or by a program licensed or approved by the Massachusetts Department of Public Health. An absence because of the Employee's use of the substance, rather than for treatment, does not qualify for leave.

**Trust Fund:** The Family and Employment Security Trust Fund established in M.G.L. c. 175M, § 7.

**Wage/Wages:** Shall include every form of remuneration of an Employer, whether paid directly or indirectly, including salaries, commissions and bonuses, and reasonable cash value of board, rent, housing, lodging, payment in kind and all remuneration paid in any medium other than cash; provided, however, such term shall not include:

- The amount of any payment, including any amount paid by an Employer for insurance or annuities, or into a fund, to provide for any such payment, made to, or on behalf of, an Employer or any of the Employer's dependents under a plan or system established by an employer which makes provision for the Employers generally and their dependents or for a class or classes of the Employers and their dependents, on account of (i) sickness or accident disability but, in the case of payment made to an Employer or any of the Employer's dependents, this paragraph shall exclude from the term "wages" only payments which are received under a worker's compensation law; or (ii) medical or hospitalization expenses in connection with sickness or accident disability; or (iii) death.
- Any payment on account of sickness or accident disability, or medical or hospitalization expenses in connection with sickness or accident disability, made by an employer to, or on behalf of, an Employer after the expiration of six calendar months following the last calendar month in which the Employer worked for such employer.
- Any payment made to, or on behalf of, an Employer or the Employer's beneficiary (i) from or to a trust described in section 401 (a) of Federal Internal Revenue Code and exempt from tax under section 501 (a) of the Code at the time of such payment unless such payment is made to an Employer of the trust as remuneration for services rendered as such Employer and not as a beneficiary of the trust; or (ii) under or to an annuity plan which, at the time of such payment, is a plan described in section 403 (a) of the Federal Internal Revenue Code; or, (iii) under a simplified Employer pension plan if, at the time of the payment, it is reasonable to believe that the Employer will be entitled to a deduction under section 219 (b) (2) of the Federal Internal Revenue Code for such payment; or (iv) under or to an annuity contract described in section 403 (b) of the Federal Internal Revenue Code other than payment for the purchase of such contract which is made by reason of a salary reduction agreement whether evidenced by a written instrument or otherwise; or (v) under or to an exempt governmental deferred compensation plan as defined in section 3121 (v) (3) of the Federal Internal Revenue Code; or (vi) to supplement pension benefits under a plan or trust described in any of the foregoing provisions of this paragraph to take into account some portion or all of the increase in the cost of living as determined by the United States Secretary of Labor since retirement but only if such supplemental payments are under a plan which is treated as a welfare plan under section 3 (2) (B) (ii) of the Employer Retirement Income Security Act of 1974.
- The payment by an employer without deduction from the remuneration of the Employer of the tax imposed upon an Employer under section 3101 of the Federal Internal Revenue Code, or any acts in addition thereto and amendments thereof.
- Remuneration paid in any medium other than cash to an Employer for service not in the course of the employer's trade or business.
- Tips paid in any medium other than cash. Cash tips received by an Employer in any calendar month in the course of the Employer's employment by an employer unless the amount of such cash tips is twenty dollars or more and then only in the amount reported by the Employer to the employer pursuant to section 6053 (a) of the Federal Internal Revenue Code.
- Remuneration paid to or on behalf of an Employer if at the time of the payment of such remuneration, and to the extent that, it is reasonable to believe that a corresponding deduction is allowable under section 217 of the Federal Internal Revenue Code, determined without regard to section 274(n) of said code.
- Any payment made, or benefit furnished, to or for the benefit of an Employer if at the time of such payment or such furnishing it is reasonable to believe that the Employer will be able to exclude such payment or benefit from income under section 127 or 129 of the Federal Internal Revenue Code.
- Any amount taken into account as wages by reason of clause (iii) of paragraph (B) and the income attributable thereto shall not thereafter be treated as wages for purposes of this subsection.

The term "wages" shall include: (i) any employer contribution under a qualified cash or deferred arrangement as defined in section 401K of the Federal Internal Revenue Code, to the extent not included in gross income by reason of section 402 (1) (8) of the Code; (ii) any amount treated as an employer contribution under section 414 (h) (2) of the Code; and (iii) any employer contribution under a nonqualified deferred compensation plan. For the purposes of clause (iii) the term nonqualified deferred compensation plan shall mean any plan or other arrangement for deferral of compensation other than a plan described in subparagraph (3) of paragraph (A). Any amount deferred under a nonqualified deferred compensation plan shall be taken into account for purposes of this paragraph as of the date that the services are performed or the date that there is no substantial risk of forfeiture of the rights to such amount, whichever date is later.

**Waiting Period:** Means the length of time that must be satisfied while meeting the need for leave before benefits are payable to the Covered Individual.

**Weekly Benefit Amount:** The amount of Wage replacement that will be paid to a Covered Individual on a weekly basis while the Covered Individual is on Family or Medical Leave under the terms of the Policy.

**You or Your** means the Employee insured under the Policy and to whom this Policy is issued.

UnitedHealthcare Paid Family and Medical Leave products are provided by UnitedHealthcare Insurance Company in limited states. The policies have exclusions, limitations, reductions of benefits and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, call or write your insurance agent or the company. UnitedHealthcare Insurance Company is located in Hartford, CT.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.

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