

SANTA CLARA UNIVERSITY

CALIFORNIA VOLUNTARY DISABILITY PLAN

*The provisions of this restatement of the Plan will apply to periods of Disability commencing on
or after January 1, 2024*



**VOLUNTARY PLAN FOR EMPLOYEES OF
SANTA CLARA UNIVERSITY
TABLE OF CONTENTS**

I.	Definitions	1
II.	Benefit Enhancements	4
III.	Legislative Disclosure	4
IV.	Coverage	5
	A. Eligibility Under the Voluntary Plan	5
	B. Effective Date of Coverage.....	5
	C. Termination of VP Coverage	5
V.	Contributions	7
VI.	Benefit Determination	7
	A. Disability Waiting Period	7
	B. Disability Determination.....	7
	C. VPFL Waiting Period	8
	D. VPFL Determination.....	9
VII.	VPFL Continued and Re-Established Claims	13
	A. VPFL Continued Claims.....	13
	B. VPFL Re-Established Claims	14
VIII.	Simultaneous Coverage	14
	A. Simultaneous Coverage for Disability Claims.....	14
	B. Simultaneous Coverage for VPFL Claims.....	14
IX.	Exclusions	15
	A. Exclusions for Disability Benefits	15
	B. Exclusions for VPFL Benefits	16

X.	Weekly and Maximum Benefit Amounts	17
	A. Weekly Disability Benefit Amount	17
	B. Maximum Disability Benefit Amount	18
	C. Weekly VPFL Benefit Amount	18
	D. Maximum VPFL Benefit Amount	19
	E. Limitations to the Amount of Benefit.....	19
XI.	Redirection of Benefits	20
XII.	Overpayments	20
XIII.	Appeals	20
	A. Appeal of Denial of VPDI or VPFL Benefits.....	20
	B. Payment of Benefits Pending Appeal	20
	C. Disputed Coverage Appeals.....	21
XIV.	VP Claim Intake Process	21
XV.	Other Requirements	21
	A. Security	21
	B. Reports	22
	C. Assessments	22
	D. Withdrawal of Plan	22
XVI.	Compliance	22

Acronyms

CFRA	California Family Rights Act
CUIC	California Unemployment Insurance Code
EDD	Employment Development Department
FMLA	Family and Medical Leave Act
PFL	Paid Family Leave
SDI	State Disability Insurance
VP	Voluntary Plan
VPDI	Voluntary Plan Disability Insurance (benefits)
VPFL	Voluntary Plan Paid Family Leave (benefits)
WBA	Weekly Benefit Amount

**VOLUNTARY PLAN FOR EMPLOYEES OF
SANTA CLARA UNIVERSITY**

This text is effective for periods of Voluntary Plan Disability Insurance (VPDI) and Voluntary Plan Paid Family Leave (VPFL) claims commencing on or after January 1, 2024

I. DEFINITIONS

- A. “Calendar Quarter” means a period of three (3) consecutive months in a calendar year, commencing with the first day of January, April, July or October.
- B. “Care Provider” means the Family Member who is providing the required care or bonding.
- C. “Care Recipient” means either the Family Member as defined in these definitions, who is receiving care for a Serious Health Condition, or the Child with whom the claimant is bonding.
- D. “Care Recipient Period” means all periods of family care leave that an employee takes within a 12-month period to care for or to bond with the same Care Recipient.
- E. “Child” means a biological, adopted, or foster son or daughter, a stepson, a stepdaughter, a legal ward, a son or daughter of a Domestic Partner, or the person to whom the employee stands in loco parentis.
- F. “Disability” means an illness or injury, whether physical or mental, including any illness or injury resulting from pregnancy, childbirth, or related medical condition that renders an employee unable to perform his or her regular and customary work. Disability refers to claims for unemployment disability compensation for an employee’s own illness or injury.

An individual is unable to perform his or her customary work if he or she is ordered not to work by written order from a State or local health officer, as defined in CUIC Section 2626 because he or she is infected with, or suspected of being infected with, a communicable disease.

- G. “Disability Benefit Period” for Disability purposes, means a continuous period of unemployment and Disability beginning with the first day an employee files a valid claim for Disability benefits. Two consecutive periods of Disability due to the same or related condition and separated by not more than 60 days is considered to be one Disability Benefit Period.

“Disability Benefit Period” for purposes of VPFL, means the period of unemployment beginning with the first day an employee establishes a valid claim for VPFL to care for a seriously ill Family Member, or to bond with a minor Child during the first year after the birth or placement of the Child in connection with foster care or adoption.

Periods of family care leave for the same Care Recipient within a 12-month period will be considered one Disability Benefit Period.

- H. “Domestic Partner” has the same meaning as defined in Section 297 of the Family Code.
- I. “Earnings” means basic pay in effect on the date immediately prior to the start of the Disability Benefit Period or the period of Family Care Leave. “Earnings” do not include bonuses, commissions, differentials, overtime, or any other forms of additional compensation.
- J. “Employer” means Santa Clara University.
- K. “Family Care Leave” means either of the following:
 - 1. Leave to bond with a minor Child within the first year of the Child’s birth or placement in connection with foster care or adoption.
 - 2. Leave to care for a Child, Parent, Grandparent, Grandchild, Sibling, Spouse or Domestic Partner with a Serious Health Condition.
- L. “Family Member” means a Child, Parent, Grandparent, Grandchild, Sibling, Spouse, or Domestic Partner as defined in Section 3302 of the California Unemployment Insurance Code.
- M. “Grandchild” means a Child of the employee’s Child.
- N. “Grandparent” means a Parent of the employee’s Parent.
- O. “Paid Family Leave” or “PFL” means the program that provides up to six weeks of partial wage replacement benefits to workers who take time off work to care for a seriously ill Family Member as defined in these definitions, or to bond with a new Child.

Effective July 1, 2020, Senate Bill 83 extends the duration of Paid Family Leave benefits from 6 weeks to 8 weeks within a rolling 12-month period.

Senate Bill(SB) 1123 effective January 1, 2021, the Paid Family Leave program will expand to include new eligibility for employees who take time off work due to a “qualifying military event” arising out of the overseas military deployment of the employee’s family member.

- P. “Parent” means a biological, foster, or adoptive Parent, a Parent-In-Law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a Child.
- Q. “Parent-In-Law” means a Parent of a Spouse or Domestic Partner.
- R. “Physician” includes Physicians and surgeons holding an M.D. or D.O. degree, psychologists, optometrists, dentists, podiatrists, and chiropractic practitioners licensed by California State law and within the scope of their practice as defined by California State law. “Psychologist” means a licensed psychologist with a doctoral degree in psychology, or a doctoral degree deemed equivalent for licensure by the Board of Psychology pursuant to Section 2914 of the Business and Professions Code, and who either has at least two years of clinical experience in a recognized health setting or has met the standards of the National Register of the Health Service Providers in Psychology.
- S. “Plan” means the Voluntary Plan described in this document.
- T. “Practitioner” means a person duly licensed or certified in California acting within the scope of his or her license or certification who is a dentist, podiatrist, physician assistant, or a nurse practitioner, and in the case of a physician assistant or nurse practitioner, after performance of a physical examination by a physician assistant or nurse practitioner and collaboration with a Physician or surgeon, or as to normal pregnancy or childbirth, a midwife, nurse practitioner, or physician assistant who has performed a physical examination under the supervision of a Physician or surgeon.
- U. “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential care facility, or continuing treatment or supervision by a health care provider, as defined in Section 12945.2 of the California Government Code.
- V. “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological Parent.
- W. “Spouse” means a partner to a lawful marriage.
- X. “State Plan” means the benefits payable from the State Disability Fund pursuant to Part 2 of Division 1 of the CUIC.
- Y. “Termination of the Employer-Employee Relationship” means that employment ceases with no mutual expectation or intention to continue the employment relationship. Reasons for termination of the Employer-Employee relationship include, but are not limited to, separation, dismissal, resignation and retirement.
- Z. “12-Month Period” means the 365 consecutive days that begin with the first day an employee first establishes a valid claim for VPFL.

AA. “Voluntary Plan” means a Voluntary Plan established pursuant to Division 1, Part 2 of the CUIC.

AB. “Voluntary Plan Family Leave” or “VPFL” means PFL benefits paid by the Voluntary Plan.

II. BENEFIT ENHANCEMENTS

Below are the element(s) that constitute a greater benefit or right provided to VP covered employees.

- Allows employees to attend either a residential or outpatient drug or alcohol abuse treatment program: see page 7
- Allows for a longer claim filing period of 45 days: see page 21

III. LEGISLATIVE DISCLOSURE

Assembly Bill (AB) 908 establishes a new methodology for calculating the Weekly Benefit Amount (WBA) for Disability Insurance (DI) and Paid Family Leave (PFL) benefits. The wage replacement rate will increase from 55% to approximately 60 or 70% based on a claimant’s income (See page 19 for calculation details). AB 908, also, eliminates the waiting period for all PFL claims.

This bill applies to claims on or after January 1, 2018 but before January 1, 2022. For disability periods commencing after January 1, 2000 and before January 1, 2018, the WBA computation for SDI benefits will remain at 55% as outlined in current law.

Assembly Bill 138 and Senate Bill 951 extends this greater benefit percentage through December 31, 2024.

Check one of the following:

AB 908 compliant. See page(s) 8, 17, 18 &19

AB 908 does not impact this VP due to the current benefit enhancement in place.

Senate Bill (SB) 83 effective July 1, 2020 extends the duration of Paid Family Leave benefits from 6 weeks to 8 weeks within a rolling 12-month period.

Senate Bill(SB) 1123 effective January 1, 2021, the Paid Family Leave program will expand to include new eligibility for employees who take time off work due to a “qualifying military event” arising out of the overseas military deployment of the employee’s family member.

IV. COVERAGE

A. Eligibility Under the Voluntary Plan (VP)

All California Home Office employees of the Employer in covered employment as defined in Section 2606 of the California Unemployment Insurance Code (CUIC) are eligible for coverage under the Plan.

B. Effective Date of Coverage

Each eligible employee is covered by the Plan on the effective date of the Plan unless he or she rejects coverage in writing. An individual employed after the effective date of the Plan is covered as of his or her date of employment unless he or she rejects coverage in writing.

If an employee rejects or withdraws coverage and subsequently elects in writing to be covered by the Plan, coverage will commence on the first day of the calendar quarter immediately after the employee elects coverage.

C. Termination of VP Coverage

1. VP coverage may be terminated for any one of the following conditions:

- a. Termination of the VP by the director of the EDD.
- b. Withdrawal of the VP by the Employer or a majority of its employees employed in this State covered by the Plan.
- c. Cancellation of the VP by an admitted Disability insurer or successor employing unit.
- d. Withdrawal from the VP by a covered employee.
- e. Termination of the Employer-employee relationship.
- f. Unpaid leave of absence or layoff if it extends to 15 full days before the period of Disability or family leave commences.

Exception: The VP under which an employee establishes a Care Recipient period remains liable for all subsequent claims for the same Care Recipient through the end of the 12-month period.

2. VP coverage shall not be terminated under any of the following (but not limited to) conditions:

- a. When a VP elects to extend his benefits for a specified longer period than required by law.
- b. When a covered employee becomes disabled on the date in which coverage under the VP would otherwise be terminated.

The VP under which an employee establishes a Care Recipient period remains liable for all subsequent claims for the same Care Recipient through the end of the 12-month period.

The VP is not liable for a VPFL claim when the claim effective date is before the termination of the Employer-employee relationship.

- c. When a covered employee receives “wages,” as defined by CUIC sections 926-940, from the VP employer during a leave of absence or layoff. Coverage shall not be terminated until 15 full days after the last day for which wages were paid before the period of disability commences.

The VP is liable for a VPFL claim if the employee was covered with that plan beginning with the last day worked and for 15 full days after an unpaid leave of absence or layoff. The VP remains liable for all VPFL claims for the same care recipient through the end of the 12-month period, regardless of whether the family care leave is consecutive or intermittent.

- d. When a covered employee who is on a leave of absence or layoff without pay becomes disabled within 15 full days following the last day of work and suffers a second or more unrelated disability before he or she recovers from the original condition. Coverage shall not be terminated during the uninterrupted period of disability.
- e. When a covered employee is terminated, laid off, or given a leave of absence without pay while receiving “other benefits” such as workers’ compensation, (see CUIC section 2629 for a full list), and then suffers a second or more unrelated disability while receiving such “other benefits.” Coverage shall not be terminated during the uninterrupted period of disability, regardless of whether VPDI benefits are immediately payable under the VP.
- f. When a covered employee becomes disabled after leaving work due to a trade dispute. Coverage shall not be terminated as long as the trade dispute is in active progress.

- g. When a covered employee becomes disabled due to pregnancy and begins a period of family care leave to bond with that child. Coverage shall not be terminated at any time during the disability benefit period as defined in CUIC section 3302.1(c).

V. CONTRIBUTIONS

For 2024, employees covered by the Santa Clara University California Voluntary Disability Plan will contribute 1.1% of their total annual earnings. Any required contributions will not exceed the amount authorized by Section 3260 of the California Unemployment Insurance Code.

VI. BENEFIT DETERMINATION

A. Disability Waiting Period

For each Disability Benefit Period an employee's benefits will begin on the eighth (8th) consecutive day of disability, provided the employee has been examined by or is under the care of a Physician during that period. For each Disability period for the same or related condition separated by a period of not more than 60 days, where the employee has already served a 7-day waiting period, a second 7-day waiting period will be waived.

B. Disability Determination

1. A covered employee may be eligible for Disability benefits if he or she:
 - a. Is unable to perform his or her regular or customary work because of a physical or mental illness or injury, including but not limited to pregnancy, childbirth, or related medical condition.
 - b. Is unable to work because of a written order from a State or local health officer as defined by CUIC Section 2626 because he or she is infected with, or suspected of being infected with, a communicable disease.
 - c. Is referred or recommended by a Physician to participate in either (i) an approved residential facility for the treatment of alcohol or drug abuse, or (ii) an approved outpatient program for the treatment of alcohol or drug abuse. For employees who have been referred or recommended to such program(s) as a resident or as an outpatient, the maximum number of days for which benefits are payable for such treatment will be 90 days.

2. The Disability must be supported by a certificate of a Physician or Practitioner, or if hospitalized under the authority of a county hospital in California or a medical facility of the United States, an authorized medical officer of a United States government hospital or medical facility , or a registrar of a county hospital within the State of California. A midwife, nurse midwife, or nurse practitioner may file a certificate in support of a normal pregnancy or childbirth.

The medical certificate must contain all of the following:

- a. A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or where no diagnosis has yet been obtained, a detailed statement of symptoms.

A certificate need not show actual Disability if it states that an employee has been referred by a Physician to participate in either (i) an approved residential facility for the treatment of alcohol or drug abuse, or (ii) an approved outpatient program for the treatment of alcohol or drug abuse.

- b. A statement of the medical facts within the Physician's knowledge that is based on a physical examination and documented medical history of the employee by the Physician.
- c. The Physician's conclusion as to the employee's Disability.
- d. A statement of the Physician's opinion as to the expected duration of the Disability.

A certificate will not be necessary if, in accordance with CUIC Section 2708.1, the employee submits evidence of receipt of temporary Disability benefits under a workers' compensation law.

If the employee adheres to the teachings of a bona fide church, sect, denomination, or organization, and depends entirely upon prayer or spiritual means for healing, the Disability may be supported by a certificate from a duly authorized and accredited Practitioner of such church, sect, denomination, or organization (CUIC Section 2709).

C. VPFL Waiting Period

For periods of Paid Family Leave, an employee's benefits will begin on the employee's first day of Paid Family Leave.

D. VPFL Determination

1. A covered employee may be eligible for VPFL benefits if he or she is unable to perform his or her regular or customary work due to providing care to a seriously ill Family Member or to bond with a new minor Child within one year of the birth or placement of the Child in connection with foster care or adoption.

- a. Providing Care to a Seriously Ill Family Member

The medical eligibility of the Serious Health Condition of the Family Member that warrants the care of the employee must be established by a certificate from a Physician or Practitioner. The information provided must be within the Physician's knowledge and must be based on a physical examination and documented medical history of the Family Member.

The certificate must contain all of the following information:

- 1) Care Provider Certification

- a) The employee's legal name, social security number, date of birth, gender, mailing address, last day worked, reason why he or she is no longer working at his or her last job, and occupation.
- b) The date upon which he or she requests benefits to begin.
- c) The employee's relationship to the Care Recipient.
- d) The Care Recipient's legal name.
- e) A statement attesting to whether any other Family Member is ready, willing, able, and available to provide care for the same period of time in a day.

- 2) Care Recipient Certification

- a) The Care Recipient's legal name, social security number, if issued, (absence of the social security number will not disqualify the employee), date of birth, gender, and residence address.
- b) The Care Recipient's signature authorizing the treating Physician or Practitioner to release the Care Recipient's protected health information to the Employer, the EDD, and the employee.

3) Medical Certification

- a) The name and date of birth of the Care Recipient.
- b) A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or where no diagnosis has been obtained, a detailed statement of symptoms.
- c) The date, if known, on which the condition of the Care Recipient commenced.
- d) The probable duration of the Care Recipient's condition.
- e) An estimate of the amount of time that the Care Provider is needed to care for the Care Recipient.
- f) A statement that the Care Recipient's Serious Health Condition warrants the participation of the employee to provide care for the Care Recipient. "Warrants the participation of the employee" includes, but is not limited to, providing psychological comfort and arranging "third party" care for the Care Recipient, as well as directly providing or participating in medical care.
- g) A statement regarding whether disclosure of the Physician's or Practitioner's certificate would be medically or psychologically detrimental to the Care Recipient.
- h) The Physician's or Practitioner's name, address, license number and signature.

If a Family Member in good faith adheres to the teachings of a bona fide church, sect, denomination, or organization, and depends entirely upon prayer or spiritual means for healing, the Family Member's Serious Health Condition may be supported by a certificate from a duly authorized and accredited Practitioner of such church, sect, denomination, or organization. Such certificate must contain a certification of the Care Recipient's Serious Health Condition that warrants the care of the employee and the estimated duration of the Serious Health Condition (CUIC Section 2709).

b. Bonding with a New Minor Child

VPFL eligibility for bonding is limited to the first year after the birth, adoption, or foster care placement of the Child.

A covered employee may be eligible for VPFL benefits if he or she files a claim and supporting documentation that provides satisfactory evidence of the birth, adoption, or foster care placement of the Child and that verifies the relationship of the claimant to the Child. The supporting documentation must contain the following:

- 1) The new Child's relationship to the employee, legal name, date of birth, gender, residence address, and, if available, social security number. Absence of the social security number shall not disqualify the employee.
- 2) The date of foster care or adoption placement of the new minor Child with the employee.
- 3) The employee's signature.
- 4) For maternal, paternal, or registered Domestic Partners, any of the following documents are acceptable to verify the Child's birth:
 - a) A photocopy of the Child's certified birth certificate.
 - b) A photocopy of the completed hospital or birthing center documents attesting to the birth of the Child.
 - c) A letter from the birthing center's or hospital's Director of Medical Records or his or her designate containing the Child's full name, gender, and date of birth, the full name of the mother, full name of the father, if known, or registered Domestic Partner, and a dated signature of the treating Physician, Practitioner, midwife, or Director of Medical Records.
 - d) For paternal non-Spouse bonding claims, where the individual is not named on a document listed above, a photocopy of California Department of Child Support Services form *Declaration of Paternity*, CS-909.

- 5) Verification of the adoption of a Child, which includes a photocopy of any of the following documents:
- a) Department of Social Services form Notice of Placement, AD-907.
 - b) Department of Social Services form Independent Adoption Placement Agreement, AD-924.
 - c) A conformed copy of a court order of placement for adoption issued within the United States.
 - d) The Child's adoption certificate from a foreign country's authorized local authority with a notarized English translation.
 - e) a statement on letterhead from a county, state, or equivalent government or private entity that provides adoption placement, stating all of the following:
 - (1) The Child's full name, gender, date of birth, and social security number, if issued. (Absence of the social security number shall not disqualify an employee.)
 - (2) The residence address where the Child is placed.
 - (3) The full name(s) of the adoptive parent(s), including such person's:
 - i. Social security number(s). Absence of social security number of the adoptive parent(s) shall not disqualify an employee.
 - ii. Residence address.
 - iii. Date of birth.
 - (4) The signature block for the social worker, director or designate making the placement shall include all of the following:
 - i. A dated signature.
 - ii. A typewritten name.

- iii. A direct telephone number.
- (5) An official certification, seal or stamp of approval may be accepted, in lieu of the requirements under (e)(4) of this subdivision.
- 6) Verification of foster care placement, which includes any of the following documents:
 - a) A photocopy of the Department of Social Services form Approval of Family Caregiver Home, SOC-815.
 - b) A statement on letterhead from the county Department of Social Services or equivalent government entity stating all of the following:
 - (1) The Child's full name, gender, date of birth, and social security number, if issued. (Absence of the social security number shall not disqualify the employee.)
 - (2) The resident address where the Child is placed.
 - (3) The date of foster care placement, including the length of the placement if duration has been established.
 - (4) The full name(s) of the person(s) with whom the foster care placement is made, including such person's social security account number(s), if available.
 - (5) The residence address; date of birth; and the social worker's dated signature, typewritten name, and direct telephone number.

VII. VPFL CONTINUED AND RE-ESTABLISHED CLAIMS

A. VPFL Continued Claims

A VPFL continued claim is a claim for the same Care Recipient within the same 12-Month Period, subsequent to the first or re-established claim where there is no interruption of the period for which benefits are claimed.

B. VPFL Re-established Claims

A VPFL re-established claim is a claim filed subsequent to a first claim within the same 12-Month Period. A re-established claim occurs when there is one of the following:

1. An interruption of the period for which benefits are claimed for the same Care Recipient.
2. Benefits are claimed for a new Care Recipient.

VIII. SIMULTANEOUS COVERAGE

A. Simultaneous Coverage for Disability Claims

Simultaneous coverage exist when an employee is covered by and eligible for disability benefits from more than one disability insurance plan, including SDI and one or more VPs.

When benefits are paid under simultaneous coverage, the liable plans equally share the SDI weekly and maximum benefit rate. Additionally, each VP pays the difference between the full SDI rate and the amount of benefit entitlement under that VP. Each VP is counted as one plan. SDI is counted as one plan even if the employee works for more than one SDI-covered employer.

B. Simultaneous Coverage for VPFL Claims

Simultaneous coverage exists when an employee is covered by and eligible for SDI and one or more VPs at the time he or she establishes a Care Recipient period. The plan(s) under which the Care Recipient period is established remain liable for all claims associated with the same Care Recipient through the end of the 12-Month Period, regardless of any change in employment. Liability for PFL or VPFL benefits remains with the plan(s) that covered the employee when the Care Recipient period was established.

Under simultaneous coverage, each VP is counted as one plan. SDI is counted as one plan, even if the employee works for more than one SDI-covered employer. The plans equally divide the SDI weekly and maximum benefit rates. Additionally, each VP pays the difference, if any, between the full SDI rate and the amount of benefit entitlement under that VP.

IX. EXCLUSIONS

A. Exclusions for Disability Benefits

1. No Disability benefits are payable under the following conditions:
 - a. For any days for which the employee is eligible for unemployment insurance benefits from any state (including CA), or the federal government.
 - b. For any days for which the employee is eligible for disability insurance benefits from any state (including CA), or the federal government.
 - c. For any days for which the employee receives wages from the Employer. However, the employee may receive wages plus Disability benefits that does not exceed the employee's regular weekly wage, excluding overtime pay, immediately prior to the commencement of the Disability.

“Wages” includes paid time off (or any non-specific leave provided by the employer) if it is used for purposes of Disability.

Vacation pay is not considered wages for determining eligibility for Disability benefits.

- d. For any days for which benefits are payable under a workers' compensation or employer liability law of this state or any other state or the federal government, for any of the following:
 - 1) Temporary Disability benefits.
 - 2) Permanent Disability benefits for the same injury of illness.
 - 3) VPDI benefits are payable for any difference between the benefits listed immediately above in 1) and 2) and the VPDI weekly benefit amount.
- e. If the employee is confined by court order or certification as a dipsomaniac, drug addict, or sexual psychopath.
- f. If the employee is incarcerated in any federal, state, or municipal penal institution, jail, medical facility, or public or private hospital or in any other place because of a criminal conviction under a federal, state, or municipal law or ordinance.

- g. If the employee's Disability is caused by or arises out of the commission of, arrest, investigation, or prosecution of, any crime that results in a felony conviction.

B. Exclusions for VPFL Benefits

- 1. An employee who is entitled to leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) must establish his or her VPFL claim concurrent with leave taken under those laws.
- 2. No VPFL benefits are payable under the following conditions:
 - a. For any period for which the employee is eligible for unemployment insurance from any state (including CA), or the federal government.
 - b. For any days for which the employee receives wages. However, wages plus VPFL benefits may be paid in an amount, which does not exceed the employee's regular weekly wage, exclusive of overtime, immediately prior to the commencement of the family care leave.

“Wages” includes paid time off (or any non-specific leave provided by the Employer) if it is used for purposes of family care leave.

An Employer may require an employee to take up to two weeks of earned but unused vacation leave prior to the initial receipt of VPFL benefits. Santa Clara University is not requiring its employees to use any of their earned but unused vacation leave prior to receiving VPFL benefits.

- c. For any period for which benefits are payable under a workers' compensation or Employer liability law in any state (including CA), or the federal government, for temporary Disability in an amount equal to or in excess of the VPFL weekly benefit amount for this Plan.

Note: VPFL benefits are payable for any difference between the VPFL weekly benefit amount and the temporary Disability amount for this Plan.

- 1) An employee may supplement a vocational rehabilitation maintenance allowance with permanent Disability advances to receive benefits equal to his or her temporary Disability amount. In such cases, VPFL benefits are payable for any difference between the combined total workers' compensation benefit and the VPFL weekly benefit amount.

- 2) An employee who chooses not to draw available permanent Disability advances to supplement vocational rehabilitation maintenance allowance up to the temporary Disability rate is not eligible for VPFL benefits.
- 3) If permanent Disability advances are not available, VPFL benefits may be paid for the difference between the maintenance allowance and the VPFL weekly benefit amount.

Note: Permanent Disability advances alone (i.e., not paid as a supplement to a maintenance allowance) are not in conflict with VPFL benefits.

- d. For any period for which benefits are payable under a Disability insurance act of this State or any state, or any Company plan established in lieu of a state plan.
- e. For the same period of time in a day for which another Family Member is ready, willing, able, and available to provide the required care.

X. WEEKLY AND MAXIMUM BENEFIT AMOUNTS

A. Weekly Disability Benefit Amount

The Santa Clara University California Voluntary Plan pays a weekly benefit for a maximum duration of up to fifty-two (52) weeks for a Voluntary Plan employee's Disability Benefit Period. The fifty-two (52) week benefit period begins only after the employee's seven (7) day unpaid Waiting Period as shown in Section I.D. Once benefits begin, an employee's weekly benefit will be equal to 60 or 70% of his or her Earnings, based on income, up to a maximum weekly benefit of \$1,700.

For each day or a period of Disability that is less than a full week, one-fifth of the weekly benefit amount will be paid.

Whenever an employee's VPDI benefit is paid at his or her State Plan rate or at a percentage between 60 and 70% of his or her Earnings, his or her benefit amount will be equal to or greater than the State Plan rate as provided in CUIC Section 2655.

Beginning January 1, 2018 AB 908 requires that for periods of disability commencing on or after January 1, 2018, but before January 1, 2025, the Voluntary Plan Disability Insurance and Voluntary Plan Paid Family Leave weekly benefit amount will be computed as follows:

1. for claimants with high quarter wages less than \$929, the weekly benefit amount would be \$50.

2. for claimants with high quarter wages equal or greater than \$929 but less than one third of the amount of the State Average Quarterly Wages, the weekly benefit amount would equal 70 percent of the claimant's high quarter wages of the disability base period divided by 13.
3. for claimants with high quarter wages equal or greater than one third of the State Average Quarterly Wages, the weekly benefit amount is equal to:
 - a. 23.3% of the State Average Weekly Wage, or
 - b. 60% of the claimant's wages in the highest quarter of his or her base period divided by 13, whichever is greater.

B. Maximum Disability Benefit Amount

The maximum amount payable during any Disability Benefit Period will be 52 weeks times the employee's weekly benefit amount (WBA).

C. Weekly VPFL Benefit Amount

The weekly benefit payable hereunder, for an employee's Paid Family Leave, will be equal to 60 or 70% of his or her weekly Earnings, based on income, up to a maximum weekly benefit of \$1,700. The weekly minimum amount for an employee's own period of disability or an employee's period of Paid Family Leave is \$50.

The VPFL weekly benefit amount for bonding claims will not be less than the weekly benefit amount of the employee's Voluntary Plan pregnancy claim associated with that Child. This rule applies, regardless of the amount or duration paid on the Voluntary Plan pregnancy claim or the amount of wages in the base period used to calculate the employees VPFL weekly benefit amount.

For each day or a period of Paid Family Leave that is less than a full week, one-fifth of the weekly benefit amount will be paid.

Whenever an employee's VPFL benefit is paid at his or her State Plan rate or at a percentage between 60 and 70% of his or her Earnings, his or her benefit amount will be equal to or greater than the State Plan rate as provided in CUIC Section 2655.

Beginning January 1, 2018 AB 908 requires that for periods of disability commencing on or after January 1, 2018, but before January 1, 2025, the Voluntary Plan Disability Insurance and Voluntary Plan Paid Family Leave weekly benefit amount will be computed as follows:

1. for claimants with high quarter wages less than \$929, the weekly benefit amount would be \$50.

2. for claimants with high quarter wages equal or greater than \$929 but less than one third of the amount of the State Average Quarterly Wages, the weekly benefit amount would equal 70 percent of the claimant's high quarter wages of the disability base period divided by 13.
3. for claimants with high quarter wages equal or greater than one third of the State Average Quarterly Wages, the weekly benefit amount is equal to:
 - a. 23.3% of the State Average Weekly Wage, or
 - b. 60% of the claimant's wages in the highest quarter of his or her base period divided by 13, whichever is greater.

D. Maximum VPFL Benefit Amount

The maximum benefit payable during an employee's period of Paid Family Leave will be eight weeks times his or her weekly benefit amount.

The maximum amount payable on claims transitioning from pregnancy to bonding will be eight weeks times the employee's weekly benefit amount, regardless of the amount or duration paid on the VP pregnancy claim.

E. Limitations to the Amount of Benefit

Benefits will be limited to the State Plan rate (weekly amount and maximum benefit):

1. For any disability arising during the extended coverage period following the commencement of a layoff without pay or a leave of absence without pay (except that this limitation will not apply in the case of a temporary shut-down initiated by the Employer);
2. For any employee who has declined alternative employment offered by the Employer that is within the employee's physical or mental capabilities and is comparable in status and compensation to the employee's former occupation; or
3. For any disability during any portion of the Disability Benefit Period when the employee fails to comply with the requirements of appropriate care and treatment recommended by the treating Physician. This limitation shall remain in effect until the Claims Administrator receives satisfactory evidence of compliance from the employee's treating Physician.

XI. REDIRECTION OF BENEFITS

An eligible employee may choose to redirect a portion of his or her weekly benefit to cover all or part of the cost of employee-paid benefits. If so, the claimant must designate in writing, on a form available from the Employer, the weekly amount to be redirected. This redirection may be initiated at the time the claimant applies for Plan benefits or at any time while receiving Plan benefits. The employee may terminate or change the terms of the redirection of benefits at any time while receiving Plan benefits (CUIC Section 1345).

XII. OVERPAYMENTS

The employee will be required to repay any overpayment from the Plan to the extent permitted under the CUIC Sections 2735. The Employer will make reasonable arrangements with the claimant or his or her legal representative(s) for the repayment to the Plan, including but not limited to the reduction of future benefits under the Plan or the reduction of future pay from the employer as allowed under the CUIC.

XIII. APPEALS

A. Appeal of Denial of VPDI or VPFL Benefits

An employee who is denied benefits under the terms of this Plan may appeal the denial within 30 days after service of the denial. An employee may also appeal if he or she does not receive notice denying benefits within 30 days after the claim was sent to the VP. In such cases, the employee must file the appeal after 30 days and within 60 days from the date the claim was sent to the VP. In both cases of denial and lack of notice of denial, the employee must send the appeal to the EDD for processing. The EDD generally does not attend this type of hearing. CUIC Section 2707.2; CCR, Title 22 Section 5007(c).

VPDI appeals may be sent to any EDD office. VPFL appeals must be sent to:

Paid Family Leave
PO Box 997017
Sacramento, CA 95899-7017

B. Payment of Benefits Pending Appeal

As provided in CCR section 2706-5, an employee may elect to continue to receive VPDI or VPFL benefits pending the outcome of a timely appeal to an administrative law judge when the VP had determined the employee initially eligible and subsequently found the employee to be ineligible.

C. Disputed Coverage Appeals

The EDD, or the VP may appeal a denial of coverage for VPDI or VPFL within 30 days of the date the notice of denial was mailed.

In disputed coverage cases in which a denial of coverage is not furnished, an appeal shall be filed after 25 days and within 55 days from the date the appellant sends a request for payment of benefits to the Department or VP.

If eligible, the employee shall be paid benefits by the plan that initially received the claim, pending disposition of the DC appeal (CCR, Title 22 Section 5007(b)).

XIV. VP CLAIM INTAKE PROCESS

An employee, or the employee's guardian, conservator, executor or other legal representative, must contact Matrix Absence Management, Inc., the third party Claims Administrator, at 877-202-0055 or online at www.matrixabsence.com to file a claim and obtain any other forms, as soon as is reasonably possible following the commencement or the employees Disability or his or her period of family care leave. After the employee and his or her Physician, or other person authorized to certify disability, have completed and signed the required sections of such forms, they should be returned to Matrix Absence Management, Inc. Except for good cause, a claim must be filed within forty-five (45) days following the first compensable day.

If a submitted claim is incomplete for any reason, except for good cause, the employee will be allowed 10 calendar days from the date the information is requested either verbally, electronically or by mail to provide the documentation needed to complete the claim.

An employee who files a claim will receive a Notice of Computation (DE 429D) from the EDD that shows the minimum amount he or she should be paid. Employees should note the wage quarters used by the EDD to compute the amount. If an employee was in the military service, received workers' compensation benefits, or did not work because of a trade dispute during his or her base period, he or she may be able to substitute wages paid in prior quarters to make the claim valid or increase the benefit amount. If the claim is invalid because of extended unemployment during his or her base period, the employee may also be able to substitute wages paid in prior quarters to make the claim valid.

XV. OTHER REQUIREMENTS

A. Security

To secure the operation of this Plan, the Employer agrees to furnish to the EDD the security deposit required by the CUIC. The EDD will determine the amount of the deposit, and the security will be retained by the State Treasurer.

B. Reports

The Employer agrees to furnish to the EDD the information, reports, and records as required for proper administration of the Plan.

C. Assessments

The Employer agrees to pay all valid assessments or charges levied by the EDD in accordance with the CUIC.

D. Withdrawal of Plan

This Plan will continue in effect for a period of at least one year from the effective date and continuously thereafter unless 30 days advance written notice is given to the EDD by the Employer or a majority of its employees for the withdrawal of the Plan. Withdrawal will be effective only on the following dates:

1. The anniversary of the effective date of the Plan following the filing of the notice of withdrawal, or
2. The operative date of any law increasing the benefit amounts provided by CUIC Sections 2653, 2655, and 3301, or
3. The operative date of any change in the worker contribution rate as determined by CUIC Section 984.

XVI. COMPLIANCE

The Employer guarantees that:

1. Each employee covered by this Plan will in all respects be afforded rights at least equal to those of the State Plan, and will receive a weekly rate, maximum amount, and duration of benefits at least equal to those which he or she would have received from the State Plan.
2. No employee will be excluded or restricted from this Plan due to age, sex, income, or pre-existing health condition.