

County of Los Angeles



MegaFlex Short-Term Disability Plan



County of Los Angeles Board of Supervisors

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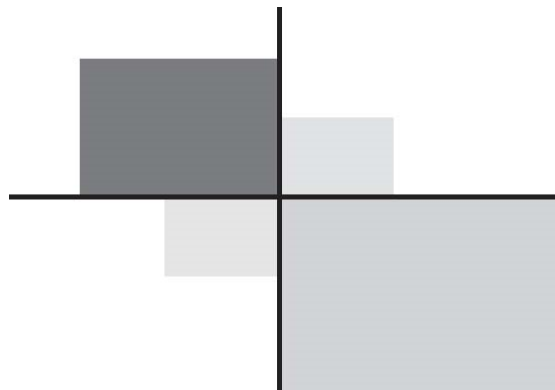
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PLEASE RETAIN THIS REFERENCE BOOKLET



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INTRODUCTION

As a County of Los Angeles (County) MegaFlex participant, you are covered by the Short-Term Disability (STD) Plan that provides you with an Income Replacement benefit if you are unable to work because of an industrial or non-industrial illness, injury, or if you become pregnant. In order to qualify, you must provide objective medical evidence that supports your disability.

The following information booklet describes the STD Plan and the eligibility requirements. A review of the benefit structure is included, as well as an explanation of the STD Plan terminology and a step-by-step description of the procedure to file a claim. Several examples are provided to help you understand the process. Answers to some of the most frequently asked questions are also included.

The County currently contracts with Sedgwick Claims Management Services (Sedgwick), a third-party claims administrator, who processes the STD claims in accordance with County STD Plan provisions, as defined by County Code.



HOW TO FILE A SHORT-TERM DISABILITY BENEFIT CLAIM

The STD claim process consists of four steps. **It is your responsibility as an employee, not your department, to initiate and timely file your STD claim.** This is accomplished by contacting Sedgwick no later than the last day of your Waiting Period. Please refer to the definition of Waiting Period for more information. Your treating health care practitioner must submit the physician's certification form, or call Sedgwick within 29 days of your disability start date or your claim will be considered filed late. **Failure to complete these contacts timely will result in the loss of your STD benefits for each day your claim is late until both contacts are successfully completed.**

Step 1: As soon as you become disabled or miss work due to an illness, call Sedgwick between 8:00 a.m. and 5:00 p.m., Monday through Friday, at (800) 786-8600 or contact them on the Internet at:

www.SedgwickCMS.com/Calabasas

A Sedgwick representative will take the necessary information concerning your disability over the telephone. If you are too ill to call personally, another person may call for you. You or your representative will be asked to provide information such as:

1. Your personal data (Employee Number, Social Security Number, etc.);
2. Your supervisor's contact information;
3. The start date of your disability;
4. The day you last worked; and
5. Your physician's name and contact information.

Step 2: Have your Health Care Practitioner call Sedgwick immediately between 8:00 a.m. and 5:00 p.m., Monday through Friday, at (800) 786-8600 or contact them on the Internet at:

www.SedgwickCMS.com/Calabasas

Sedgwick will ask your Health Care Practitioner to provide:

1. The start date of your illness or disability;
2. An estimate of your return-to-work date; and
3. Any modified duties that you may be able to perform.

A Sedgwick representative will enter the information into their claims system and open your file.

As part of the claim review process, Sedgwick may require additional information, such as copies of your medical records. You will be advised of any steps you must take to assist Sedgwick in obtaining necessary medical information and will be notified if there is a delay in the processing of your claim.

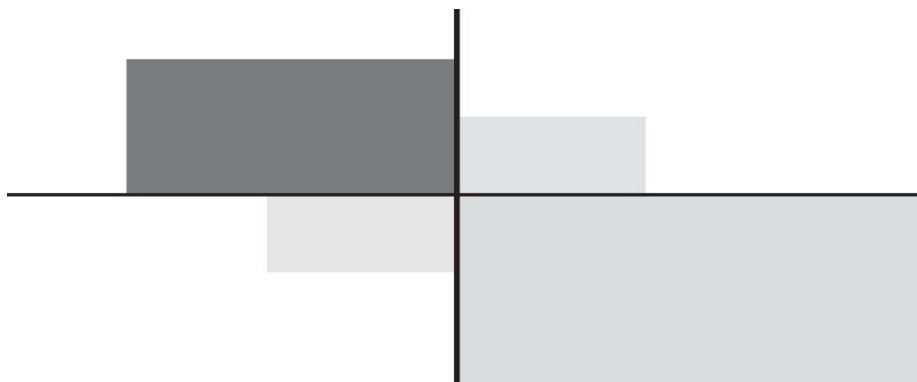
Step 3: Once all the necessary information is received and your claim is approved, Sedgwick will e-mail a Notice of Approval to your department's payroll unit and also mail you a notice.

- or -

If your claim is denied, Sedgwick will mail you a Notice of Denial which includes an explanation for the denial and instructions for filing an appeal.

Step 4: Your department's payroll unit will calculate the amount of your STD benefit and enter that information into the County payroll system for payment.

You will be paid on regular County paydays via direct deposit if you previously had direct deposit. All of your previously authorized payroll deductions will continue to be subtracted from your STD benefit payment.



DEFINITIONS

The following STD Plan definitions will appear with initial capital letters whenever they are used in this booklet.

“Core Benefit” is a 70% Income Replacement benefit coupled with a 14-consecutive calendar day Waiting Period. **The Core benefit is automatically provided at no cost to MegaFlex Participants.**

“Additional Benefit” is an increased Income Replacement benefit amount that you may elect. The Additional Benefit provides a 7-consecutive calendar day Waiting Period followed by a 100% STD Income Replacement benefit for the first three-week period, followed by an 80% Income Replacement for the remainder of the approved STD period. You pay a percentage of your Monthly Salary through payroll deductions for this Additional Benefit. This detailed cost information is included in your annual MegaFlex enrollment materials.

“Disability” means that you are disabled to the point that you cannot perform your usual and customary or modified job duties for the County. To determine whether you meet this definition, the following factors will be considered:

- The severity of your medical condition.
- The type of work you perform.
- The estimated duration of your Disability, compared to the normal expected duration of the medical condition.
- The type of work you are capable of performing.

“Health Care Practitioner” is a practitioner licensed in the state in which he/she is practicing and operating within the scope of his/her license. A Health Care Practitioner may be a:

- Doctor of Medicine (M.D.)
- Doctor of Osteopathy (D.O.)
- Clinical Psychologist
- Chiropractor
- Podiatrist
- Nurse Midwife or Nurse Practitioner (only with respect to normal pregnancy)

“Income Replacement” means the percentage of your Monthly Salary paid to you as your STD benefit. Your STD benefit is calculated by multiplying your Monthly Salary amount by the percentage of Income Replacement benefit you elected (either the Core benefit of 70% or the Additional Benefit of 100/80%.) You are paid a daily rate for each day that you are entitled to STD benefits. **Note: Once your STD claim is approved, you must be placed on a 5-day/40-hour work schedule.**

Example: Employee’s Monthly Salary is \$5,000 and Employee is receiving the 70% Core benefit. The STD is calculated by multiplying the Monthly Salary amount (\$5,000) by 70%, which equals \$3,500. This amount is then divided by the number of work days in a particular month. For example, the month of April may have 22 calendar work days. A monthly benefit rate of \$3,500 divided by 22 equals a daily benefit rate of \$159.09. Therefore, the employee would receive \$159.09 for each work day they are approved for STD benefits.

STD benefits are taxed as ordinary income in the year they are received. Consequently, State and Federal withholdings are deducted.

“Maximum Benefit Duration” means the maximum length of time that STD benefits may be paid to you. As a general rule, STD benefits end when you are no longer disabled or when a 26-week period has elapsed from the start date of your Disability, whichever occurs first. For purposes of the STD Plan, a 26-week period means a 182-calendar-day period, which includes your Waiting Period, any partial return-to-work days, substituted days of leave, or use of accrued time.

STD benefits will end upon your death, or if:

- You retire or terminate County employment;
- You become subject to the Exclusions and Limitations of the STD Plan (see Section D);
- The County offers you a modified position which you do not accept; or
- You return to work for any length of time without receiving prior written authorization from Sedgwick.

“Monthly Salary” is the salary figure coded as “099 REG EARN” on the pay stub you receive on the 15th and 30th of each month. It includes your monthly “base salary,” plus any other monthly compensation. The Monthly Salary does not include overtime, or most hourly or monthly bonuses. **Note:** You will receive your County MegaFlex Contribution while you are receiving STD benefits, but it is not included in the calculation of your STD benefit. However, if you are compensated under the Management Appraisal and Performance Plan (MAPP), your Monthly Salary also includes any monthly bonus you may be receiving.

“Participant” means a MegaFlex employee who is eligible for STD Plan benefits.

“Plan Year” is the calendar year. All MegaFlex Participants have the opportunity to elect and/or change benefit coverage every year during the Annual Enrollment Period.

Note: If you are receiving STD benefits or are in the process of satisfying your Waiting Period on December 31st of any given year, any election changes you made to your STD benefits during your last annual MegaFlex enrollment will not apply to your current Disability. You will only qualify for your newly elected STD benefits if you have returned to work full-time for more than 29 calendar days, or if you have a new Disability not related to your previous Disability.

“Recurrent or Extended Disability” means becoming Disabled due to the continuation of a previously approved injury or illness. You must provide Sedgwick with updated medical documentation as requested by them in order to continue your benefit payments.

Note: For STD Plan purposes, an eligible participant will be found to have returned to work if the participant has resumed their previous regular work schedule at the County facility where he/she is employed for a period of more than 29 consecutive calendar days.

The following rules apply to Recurrent or Extended disabilities:

Rule 1: STD benefits may resume without incurring a new Waiting Period if you have an approved Recurrent Disability beginning fewer than 30 calendar days from the last day STD benefits were paid, or from the date Sedgwick initially approved for benefits (and you have not returned to work). The days of the Recurrent or Extended Disability, including any unauthorized and denied days between Disability approvals, are considered part of your original 182-day STD period. **NOTE: If you apply for and receive LTD benefits, a six-month return to work must be completed prior to a new STD period for the same diagnosis.**

Rule 2: If you are or have been receiving STD benefits, and/or have not returned to work, and incur a new Disability from a separate and unrelated cause, this will be considered a continuation of the previous injury or illness and part of your 182-day Maximum Benefit Duration.*

*Your medical certification must be received by Sedgwick within 21 calendar days from the first day of your Recurrent or Extended Disability, or within your elected Waiting Period. *You will be penalized a day of benefit payments for each day your medical documentation is late.*

Rule 3: Return to work from a Disability, followed by a separate and unrelated Disability will always be cause for a new claim. You must contact Sedgwick to establish your new claim, and a new 182-day Maximum Benefit period will apply.

Rule 4: If you return to work part-time or full-time before the date Sedgwick has authorized your return to work, your STD benefits will cease. If you are found to have a Recurrent or Extended Disability, you may need to re-open your claim (see Rule 1).

Rule 5: Regardless of the cause, a Disability after a return to work lasting more than 29 calendar days will be deemed a new Disability. You must contact Sedgwick to establish a new claim. A new Waiting Period with a new 182-day STD benefit period will apply.

“Waiting Period” means the initial period of Disability between the first day your Health Care Practitioner certifies your Disability and the date you are entitled to begin receiving STD benefit payments. The Waiting Period is the first 7 or 14 consecutive calendar days of your Disability, depending on your election during your annual MegaFlex enrollment. You will not receive STD benefit payments for this period. This includes weekends, holidays, and any other regular days off. **If you return to work before the Waiting Period is completed, you must begin a new Waiting Period.**

Note: If you were paid regular working hours on the day your doctor certifies your Disability begins, day one of your Waiting Period will begin the next day.

Example: Employee elected the Additional Benefit which provides a 7-day Waiting Period. Employee’s Health Care Practitioner certified that employee became ill or injured on Tuesday, so Tuesday would be day one of the Waiting Period and the STD payment would begin 8 days later. However, if the employee was paid any regular work hours on Tuesday, then Wednesday would be day one of the Waiting Period.

NOTE: You do not receive STD benefit payments during your Waiting Period. You have two pay status options during this period:

Option 1: You may use your accrued time for pay during the Waiting Period. “Accrued Time” includes elective and non-elective leave, overtime, holiday time, vacation, or full-pay sick leave available to you that was accrued by you **prior** to your Disability.

Example: Employee elected a 7-day Waiting Period and wants to receive pay to cover the Waiting Period with elective leave. Employee should call their department to inform them they wish to use one day of elective leave for each regular work day that falls within the Waiting Period.

Option 2: You may request approval from your department to be absent without pay (AWOP) during your Waiting Period. In this case, you would not receive any pay to cover your Waiting Period.

PARTIAL RETURN TO WORK

The STD Plan may also provide benefits during your Disability if you are able to return to work on a part-time basis. As soon as you become aware that you are able to return to work, you must notify Sedgwick. Failure to notify Sedgwick may result in termination of your STD benefit payments.

Sedgwick, your Health Care Practitioner, and your department may pre-approve a modified or reduced work schedule for you. Partial STD payments may be provided only if Sedgwick has pre-approved specific days and hours of a part-time work schedule. **Prior approval of full-time STD benefits will not automatically qualify you to receive part-time benefits.**

If you receive part-time STD benefits, you will accrue holiday hours proportionate to your time worked. For example, if you work half time (4 hours), you will accrue 4 hours of holiday time for a holiday.

By definition, Exempt Salaried employees are normally assigned to a 40-hour week or another approved schedule assigned by management, and are expected to work as required to complete their assignments. Therefore, Exempt Salaried employees ordinarily take leave only in full-day increments. However, when receiving STD benefits, the Exempt Salaried employee is expected to work the number of hours specified in their "Restrictions and Limitations" form.

Per the Federal Family and Medical Leave Act (FMLA) and the *Los Angeles County Code*, Exempt Salaried employees who are on FMLA leave must record partial-day absences and be treated as hourly paid employees while on FMLA.

Moreover, should an Exempt Salaried employee remain unable to return to work on a full-time basis after the approved FMLA period has ended, the employee will not have Exempt Salaried status for the duration of the illness/injury, because the employee is not physically capable of working full time. Your department will change your Fair Labor Standards Act (FLSA) status code from Exempt Salaried to "covered" while you remain on STD and no longer covered by FMLA. Your STD benefit payments will be processed in the same way as FLSA covered (hourly paid) employees; and your hours will reflect the hours actually worked.

EXCLUSIONS AND LIMITATIONS

The STD Plan contains a number of exclusions and limitations. No STD benefit will be paid if:

- Your Disability is due to an intentional, self-inflicted injury.
- Your Disability arises from your participation in the commission of a felony.
- You engage in gainful self-employment or receive earned compensation from an employer other than the County, unless the earnings do not invalidate the legitimacy of the injury or illness as the basis of a claim under the plan, as determined by the CEO or designee.
- You cease to be under the care of a Health Care Practitioner or to receive appropriate treatment for your Disability.
- Your disability is due to alcohol or drug dependency and it is your third or subsequent claim for such dependency.
- You do not cooperate with the County Department of Human Resources or Sedgwick. This includes, but is not limited to, your failure to:
 - Follow the proper claim submission process;
 - Attend an independent medical examination requested by Sedgwick and paid for by the County;
 - Provide medical records or other information that is relevant to your claim;
 - Make timely application for any other benefits you may be entitled to receive that would serve as an offset for your STD benefit;
 - Cooperate with any rehabilitation effort, including the refusal of an offer of an alternate/modified County job; or
 - Report outside earnings while receiving STD benefits.

COORDINATION WITH WORKERS' COMPENSATION OR OTHER DISABILITY BENEFITS

If you are receiving other income replacement benefits as a result of your Disability, your STD benefit may be “coordinated” with these other benefits. Coordinated means that STD Benefits may be reduced by the amount of other income benefits you receive. **The most common “other benefit” is Workers' Compensation Temporary Disability (TD) benefits.**

Please note: Filing a Workers' Compensation claim will not automatically qualify you for STD benefits. You must follow the instructions in the “How to File an STD Claim” section in this booklet.

If you elected the STD Additional Benefit of 100/80% Income Replacement, your maximum Income Replacement for STD is reduced to 70% under Workers' Compensation law. The STD Waiting Period will remain unchanged.

If Workers' Compensation or other Disability benefits must be coordinated with your STD benefits, your department's payroll unit will make the calculations. Payroll will submit this information to the Auditor-Controller so your STD benefit payment can be adjusted.

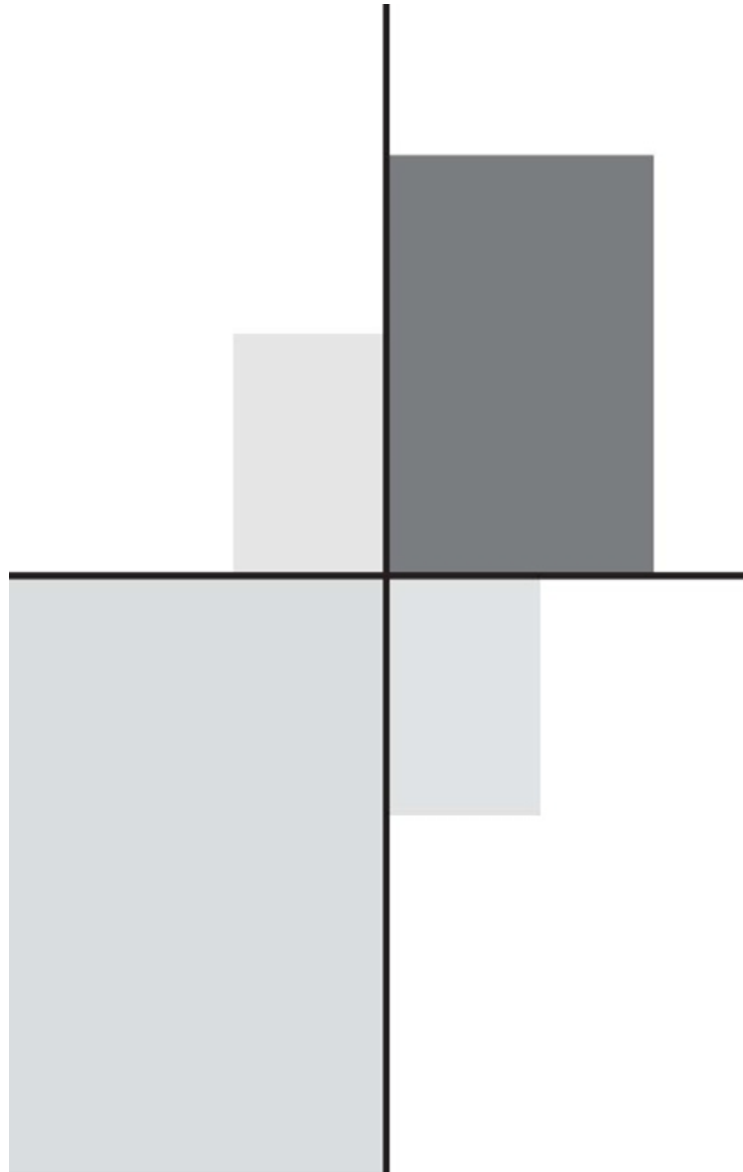
Example: Employee is injured on the job and earns \$5,000 per month. The STD benefit is \$3,300. The monthly STD benefit is calculated as follows:

$\$5,000 \times 70\% = \$3,500$ STD benefit. $\$3,500$ STD benefit - $\$3,300$ Workers' Compensation = $\$200$ STD taxable benefit.

Other benefits that may be coordinated with your STD benefit include but are not be limited to:

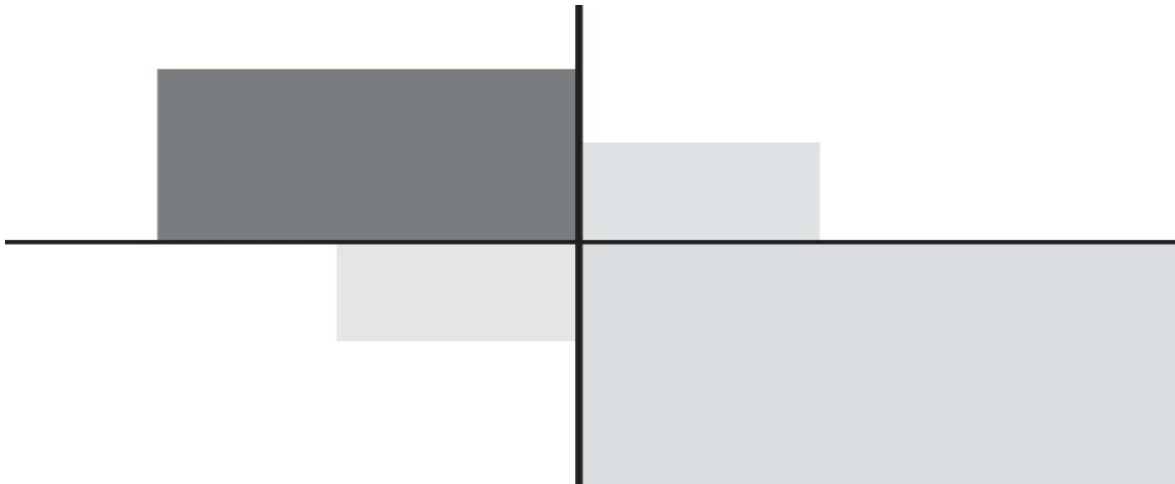
- California State Disability (SDI) benefits.
- Federal Social Security Disability benefits.
- Disability benefits provided through any other government-sponsored Disability benefit program.

STD benefits are not coordinated with any payments you may receive from a private Disability plan (ex: an insurance policy you purchase on an individual or group basis).



OVERPAYMENT OF STD BENEFITS

Should you receive an overpayment of STD benefits, the County and Sedgwick retain the right and must recover the amount overpaid. An employee may refund the overpayment by returning it in a single lump sum or through a series of periodic payments, or the County may subtract the overpayment amount from any future STD benefit amounts due the employee. The County and Sedgwick also retain the right and must recover any overpayment from the estate of a covered employee.



STD IMPACT ON OTHER COUNTY BENEFITS

While you are receiving STD benefits, you will:

- Receive your MegaFlex County Contribution.
- Continue to have your regular payroll deductions taken from your STD benefit checks. This ensures your health, dental, and other insurance coverage remain in effect while you are receiving STD benefits. However, if your deductions are greater than the amount of your STD benefit payment, you will be billed for your unpaid deductions.
- Receive a reduced County match to the Savings and Deferred Compensation Plans proportionate to your Core benefit or Additional benefit STD percentage. Your contribution to the plans will also be reduced by the same percentage.
- Receive retirement service credit under all County retirement plans.
- Receive active service credit toward your earning of non-elective annual leave days.

USE OF ACCRUED TIME IN LIEU OF STD

As previously explained, you can use accrued time to cover the Waiting Period. You may also utilize accrued time in lieu of STD benefits after the Waiting Period is completed. The rules for doing so are as follows:

- Rule 1:** Your STD claim must have been submitted and approved for the time period.
- Rule 2:** You may substitute accrued time only once, but for any length of time, in lieu of STD benefits.
- Rule 3:** If your department approves your use of accrued time in lieu of STD benefits, it is recommended that you confirm this with your payroll unit to ensure you receive proper payment.
- Rule 4:** Accrued time can only be used in whole-day increments as a substitute for STD benefits. However, if you are approved for a partial return to work, lesser increments may be used.
- Rule 5:** Use of accrued time will not extend your 182-day Maximum Benefit.

APPEALING A DENIED OR CLOSED CLAIM

You may appeal any denial, cessation, or cancellation of benefits within 15 days of the issuance date of the Notice of Denial letter by filing a written Notice of Appeal with Sedgwick. The notice of benefits decision will provide the due date for your appeal.

Your appeal must include all medical evidence and other pertinent documentation to support your appeal. Sedgwick will respond to your appeal within 15 working days of the date they receive your appeal request. Sedgwick's decision is final and binding. Mail or fax your appeal request to:

Sedgwick CMS, Inc.
P.O. Box 9830
Calabasas, CA 91372
Phone: (800) 786-8600
Fax: (818) 591-7664



FREQUENTLY ASKED QUESTIONS

Q. How are STD benefits paid for pregnancy claims?

A. STD benefits for pregnancy claims are payable for 10 weeks (4 weeks prior to delivery and 6 weeks after delivery). The 6-week post-delivery guideline may be increased to 8 weeks for caesarean deliveries. Pregnancies involving employee-related birth complications may extend the Disability period beyond the 10-week period. Medical records will be requested from your Health Care Practitioner to evaluate your condition and determine if a claim extension is required.

Q. Is chemical dependency covered by the STD Plan?

A. Chemical dependency (drug or alcohol) is covered. The following conditions apply to STD benefits for chemical dependency:

1. You must be receiving appropriate and continuous treatment from a Health Care Practitioner.

“Appropriate Treatment” in cases of alcohol or drug dependency normally involves inpatient detoxification followed by a period of outpatient counseling. Chemical dependency benefits are usually payable for up to 4 weeks, but are considered on an individual basis.

2. You are limited to 2 episodes per lifetime. Subsequent episodes of chemical dependency are not covered.

Q. If my Disability extends beyond my estimated return to work date, will my benefits be terminated?

A. If your Health Care Practitioner feels your Disability requires an Extended Disability, he or she must obtain and complete a “certificate of extension form” from Sedgwick. The form must be returned to Sedgwick prior to the end of your approved Disability (estimated return to work date). If an Extended Disability period is medically warranted, Sedgwick will extend your STD benefits in accordance with STD Plan guidelines.

Q. What happens if my Health Care Practitioner authorizes me to return to work earlier than my original return to work date?

A. You must immediately notify Sedgwick of your new return to work date. Sedgwick will notify your department of your revised STD benefit period. When you report to work, you must provide your supervisor with the signed “medical release to duty” form.

Q. What happens if Sedgwick cannot get medical documentation from my Health Care Practitioner required to process my claim?

A. If Sedgwick is unable to obtain objective medical information from your Health Care Practitioner, your STD claim will not be approved or extended. **It is your responsibility to ensure your Health Care Practitioner provides Sedgwick with the required documentation in a timely manner for timely evaluation of your claim and issuance of STD benefits.**

NOTE: You can ask your Health Care Practitioner to call Sedgwick at (800) 786-8600 to provide your medical information.

Q. Why did Sedgwick not approve my claim to the date my Health Care Practitioner requested?

A. Sedgwick approves claims based on normal duration guidelines for your disability. If your Health Care Practitioner certifies that your disability will last beyond the normal duration guidelines, Sedgwick will request additional medical information to determine if your condition warrants an extension of your STD benefits.

Q. Why does Sedgwick need my medical records?

A. If the documentation submitted by your Health Care Practitioner does not thoroughly support your Disability, Sedgwick will request additional medical records. If the documentation is still not adequate, Sedgwick may request that you attend an Independent Medical Evaluation (IME) to make a determination on continued STD benefits.

Q. What is the STD Transitional Return-to-Work Program?

A. The STD Transitional Return-to-Work (TRTW) Program allows you to return to work with modified duties and/or reduced hours while you are recovering from your injury or illness. A TRTW is developed based on your Health Care Practitioner's (HCP) assessment of your Disability and your department's needs.

If your HCP authorized you for the TRTW, Sedgwick will notify your department's Return-To-Work (RTW) Coordinator, who will seek an alternative job for you, if available. Sedgwick only provides your employer with your work restrictions, not your diagnosis.

Your participation in the TRTW program is mandatory and requires your full cooperation. Sedgwick's TRTW Coordinator will remain in contact with you to ensure that your transition back to work is successful.

Q. What happens if I am hospitalized as a result of my Disability and unable to call Sedgwick by the end of my Waiting Period?

A. Anyone may call Sedgwick to initiate a claim on your behalf. Additionally, a designated representative must follow up on your behalf if you are not capable. Sedgwick will waive the mandatory late filing penalty on a day-for-day basis, for each day you are hospitalized.

Q. What happens if I am disabled beyond the 182-day period?

A. If it appears that you will exceed the 182-day maximum period allowed for STD benefits, your claim will be referred to a Sedgwick LTD claims examiner. If you are eligible for LTD benefits, Sedgwick will send you an LTD application packet.

Q. How is Disability defined by the County’s STD Plan and the Federal Social Security Act?

A. There are two definitions of “Disability” that are widely used throughout the Disability Insurance industry:

1. “Own Occupation” provides that the claimant must be disabled to the point where they cannot perform their regular and customary job duties. This definition is used for the County’s STD Plan.
2. “Any Occupation” provides that the claimant must be disabled to the point where they cannot perform the duties of any position for which they are reasonably suited by virtue of their prior education, training, and experience. This definition is used by the Federal Social Security Act system.



PLEASE NOTE:

- The STD Plan is governed by sections 5.27.000, part 3 and 5.28.000, part 3 of the Los Angeles County Code.
- In the event of discrepancies or inconsistencies between the information provided in this booklet and the provisions of the *Los Angeles County Code*, the *Los Angeles County Code* shall govern.

The County reserves the right to amend or terminate the STD Plan at any time provided that the County provide disability benefits to employees in accordance with State of California law.

Prepared By:
County of Los Angeles
Chief Executive Office
Risk Management Branch

Revised by:
County of Los Angeles
Department of Human Resources
Disability Management Unit

If you have questions concerning this booklet, please
Disability Management at (213) 351-7278.