

**ANNEX A**

**of**

**ABSENCE MANAGEMENT SERVICES AGREEMENT**

**THE SPONSOR'S LEAVE POLICY / THE SPONSOR'S LEAVE POLICY SPECIFICATIONS**

## ANNEX B

of

### ABSENCE MANAGEMENT SERVICES AGREEMENT

This Annex B describes the Services to be performed by Lincoln and certain obligations of the Sponsor in connection with the Leave Policy attached in Annex A of the Agreement.

#### Part One. THE SPONSOR'S OBLIGATIONS

- A. The Sponsor will provide to Lincoln all the information that Lincoln may require to perform the Services, including, but not limited to:
1. The rules and parameters of its Leave Policy, including who is eligible for which type of leaves;
  2. The criteria and data which are necessary to determine whether a leave event is authorized; and
  3. The rules for determining duration of leaves to be granted to eligible employees.

The above information will be provided to Lincoln in the Sponsor's Leave Policy specifications document and Lincoln will be entitled to rely on such information in performing the Services hereunder.

- B. The Sponsor, or a third party at the Sponsor's written direction, will provide to Lincoln an electronic eligibility file, in a form or format agreed upon by Lincoln, containing timely and accurate information for all employees as outlined in the eligibility file layout. Lincoln will rely on such eligibility file, as provided by the Sponsor, to perform the Services. The Sponsor understands and agrees that its failure to provide timely and accurate eligibility files may lead to inaccurate leave determinations; and the Sponsor will hold Lincoln harmless for any inaccuracy in such information.
- C. The Sponsor will provide to Lincoln notice of an employee's leave request if the employee has not provided the required notice of leave to Lincoln, including the identity of the Sponsor, information regarding the time of leave, circumstances of the leave request, the name and address of the employee and such other information as may be reasonably requested by Lincoln in order to perform the Services.
- D. In the event that the Sponsor determines that Lincoln has misinterpreted the requirements of the Leave Policy and so informs Lincoln in writing, all leave determinations reported after delivery of such writing will be made according to the Sponsor's interpretation as set forth in such writing. If Lincoln disagrees with the Sponsor's interpretation, such interpretation will not be binding regarding any administration practices or system configurations Lincoln or its parents or affiliates have established, and the parties will make good faith efforts to work cooperatively to accommodate Sponsor's interpretation. If Lincoln, upon the advice of its legal counsel, determines that the Sponsor's interpretation would cause Lincoln to violate applicable law, Lincoln will so inform the Sponsor and will not take any action to implement the Sponsor's interpretation until Lincoln is satisfied with the legality of the Sponsor's interpretation.
- E. All leave requests determined by Lincoln to require additional review by the Sponsor will be referred to the Sponsor for determination.
- F. Lincoln will rely on the information provided to it by the Sponsor or the Sponsor's third party upon the Sponsor's direction, the Sponsor will hold Lincoln harmless for any inaccuracy in such information.

#### Part Two. LINCOLN'S OBLIGATIONS

- A. During the term of the Agreement Lincoln will review all leave requests within the timeframe required under the applicable law or regulation, in accordance with the Leave Policy, and any additional specifications provided by the Sponsor during implementation, to establish whether the employee is eligible for leave under the terms of the Leave Policy. Lincoln will perform the following Services in connection with the Leave Policy:

1. Utilize the information provided by the Sponsor and the Sponsor's employees for leave eligibility and to evaluate the applicability of serious health condition or other applicable certification criteria to approve or deny leave requests;
2. Send required notices, including but not limited to, leave eligibility and determination, to employees who apply for leaves, with a copy to the designated Sponsor contacts;
3. When necessary, distribute required FMLA notices and requests for supporting documentation to employees following the receipt of a leave request;
4. When possible, utilize coordinated certification process for leave request approval and entitlement decisions when an employee requests leave due to the employee's own serious health condition;
5. Load and maintain a database of FMLA and other leave claims data relating to the Sponsor's employees to include FMLA hours taken, FMLA hours available, and tracking of FMLA leaves;
6. Make Lincoln's standard status reports available to the Sponsor;
7. Respond to employee inquiries regarding the status of a leave and/or leave request;
8. Comply with applicable federal and state leave laws and regulations as set forth in Exhibit A, which Lincoln may, at its sole discretion, amend from time to time; and
9. Materially comply with all laws, regulations, rules and orders of any governmental authority to the extent applicable to Lincoln's obligations under this Agreement.

B. When Lincoln receives completed supporting documentation, Lincoln will:

1. Evaluate the information and inform the Sponsor and employee whether the information provided supports the employee's leave request;
2. Authenticate or clarify any unclear, illegible, or incomplete information; and
3. When applicable, initiate medical recertification when permitted by applicable law and at the frequency defined within the Leave Policy.

C. If the Sponsor requests a second or third opinion at the Sponsor's expense, Lincoln will inform the employee of the second or third opinion appointment. Lincoln will follow up with the employee to obtain a complete medical certification form and to ensure Lincoln's receipt of the form within the timeframe prescribed in the Leave Policy. Lincoln will evaluate subsequent medical certification forms against the original medical certification form. If Lincoln does not receive the form within the designated time frame, Lincoln will notify the Sponsor.

D. In connection with the Sponsor's use of the Services, Lincoln may grant to the Sponsor during the term of this Agreement a certain number of non-exclusive, non-transferable, limited licenses to access and use its claim management application ("Self Service Portal") via web access through the web-based portal maintained and hosted by Lincoln. Sponsor's right to access and use the Self-Service Portal extends to the Sponsor's authorized representatives to use exclusively for Sponsor's benefit. The Sponsor will ensure that such authorized representatives comply with the terms and conditions of this Agreement. The Sponsor assumes responsibility for any act or omissions by its authorized representatives in connection with the Self-Service Portal and the Agreement.

## ANNEX B- TRACKING

of

### ABSENCE MANAGEMENT SERVICES AGREEMENT

This section of Annex B describes the tracking services to be performed by Lincoln, if selected by the Sponsor, and certain obligations of the Sponsor in connection with the Sponsor's Paid Family and Medical Leave Plan ("State Plan") under the Leave Policy in applicable states.

#### Part One. THE SPONSOR'S OBLIGATIONS

- A. The Sponsor is solely responsible for completing the required process to establish and maintain a State Plan with the applicable state governmental authority.
- B. The Sponsor will ensure that the Sponsor's employees forward the State Plan benefit determination notices to Lincoln to allow Lincoln to accurately perform the tracking services.

#### Part Two. LINCOLN'S OBLIGATIONS

- A. Upon the receipt of the State Plan benefit determination, Lincoln will load and maintain the information in a database relating to the Sponsor's employees.
- B. Lincoln will make information pertaining to the State Plan leave time available in Lincoln's letters, reports, and the Self-Service Portal.
- C. If Lincoln does not receive the State Plan benefit determination, Lincoln will follow up with the employee to obtain the State Plan benefit determination. If the Sponsor's employee does not provide such information within nineteen (19) days, Lincoln will close the request. If the State Plan request is concurrent with another approved leave, the request will remain open until the State Plan benefit determination is received.

**ANNEX C**  
of  
**ABSENCE MANAGEMENT SERVICES AGREEMENT**

**SCHEDULE of CHARGES**

The Sponsor agrees to pay Lincoln's monthly charges as detailed below arising from the Services as outlined in this Agreement:

<b>Quoted Number of Employees</b>	389
<b>Quoted Incidence Rate</b>	15%
<b>Base Per Employee Per Month (PEPM)</b>	\$3.880 ✓
<b>Historical Data Upload (12 ~ 24 months) *</b>	Included in Base Fee
<b>Up to Five Standard Company Leaves</b>	Included in Base Fee
<b>Additional Company Leaves</b>	TBD
<b>Total PEPM</b>	\$1,509.32
<b>Paid Family Leave Tracking in applicable states (optional)</b>	\$0.15 PEPM for employees located in applicable states
<b>Administration of Takeover Claims*</b>	\$125 per Takeover Claim
<b>Rate Guarantee Period</b>	12/1/2024
<b>2 Group Administrator User Licenses</b>	Included in Base Fee
<b>Additional Group Administrator User Licenses</b>	\$55/Month for Each Additional User
<b>Custom Programming</b>	\$225/Hour
<b>Second and Third Opinions</b>	At Cost

\* Administration of any existing leave claims where the leave began prior to and continues after the Effective Date of the Agreement is done at the election of the Sponsor ("Takeover Claim"). Historical and Takeover Claim Data requires use of Lincoln's standard file format.

- A. Invoice amounts will be determined by multiplying the number of non-terminated employees in Lincoln's database, as updated by the Sponsor's eligibility file(s), as of the first day of the billing month by all applicable PEPM fee(s). An employee's termination record must be reported on the eligibility file updating Lincoln's database in order to remove a terminated employee from the invoice.
- B. In the event of termination under Section 6.1 of the Agreement, the Sponsor will be obligated to pay PEPM fees up through the date of termination, or for the duration of the notice period, whichever is longer.
- C. Prices are exclusive of any applicable taxes. The Sponsor is responsible for sales or other taxes related to the Services performed, excluding taxes on Lincoln's net income.

**PARTICIPATION AGREEMENT**

**The Lincoln National Life Insurance Company (herein called the Company)**

Complete only if applying for coverage under The Lincoln National Life Insurance Company Voluntary Insurance Trust.

**Note: Do not complete in AK, AL, FL, ME, MN, MS, NY, SD, TX, VT, WA or WI.**

Application is hereby made to become a Participating Employer under The Lincoln National Life Insurance Company's Voluntary Insurance Trust, based on the following statements plus the attached application for group insurance coverage. The Group Employer named below (herein called the Employer) understands that if Voluntary Group Term Life and AD&D or Disability Income insurance is requested and approved, such Employer will become a Participating Employer under The Lincoln National Life Insurance Company Voluntary Insurance Trust, situated in Kansas City, Missouri. The Employer agrees to the terms of the Trust Agreement, each group policy issued to the Trust under which the Employer's employees become insured, and any amendments to them. The Employer understands that group certificates will be supplied and agrees to distribute them to each employee enrolled in the program. After receipt of the group certificates, payment of premium is deemed acceptance of the policy's terms.

The Employer agrees to be responsible for all premiums payable with respect to any of my employees who will be insured under the policy. The Employer agrees to honor and administer on a timely basis the written payroll deduction request of each participant, in the amount required to pay the necessary premium to keep coverage in-force. Payroll deductions will be remitted to the Company on a timely basis, in accord with the billing schedule agreed upon. The Employer agrees to promptly furnish the Company any information reasonably required to administer the coverage and claims under it.

The Employer understands that participation in the program may be terminated at any time by giving prior written notice to the Company. The effective date of termination will be the date the notice is received by the Company's Group Insurance Service Office, or on any later date stated in the notice. The Employer understands that the Company may terminate the Employer's participation based on the following circumstances:

- a) at the end of the grace period during which the required premium has not been paid;
- b) on any premium due date on which participation in the program falls below a minimum level of 10 employees;
- c) on any premium due date when the Employer has failed to perform any duties related to the policy in good faith;
- d) on any premium due date after the premium rate has been in effect for at least 12 months (or any longer Rate Guarantee period agreed upon by the Company).

**The Employer understands that the Company may change any premium rate:**

- a) when there is a change in the terms of the policy, or in the factors bearing on the risk assumed;
- b) when the policy liability is changed as a result of a change in federal, state or local law;
- c) when a division, subsidiary or affiliate is added, removed, or relocated;
- d) when the number of insured employees has changed by 25% or more since the Rate Guarantee period began;
- e) on any premium due date after the expiration of the Rate Guarantee period agreed upon by the Company.

**SIGNATURE**

I have read and understand the agreement above and will comply with the agreement as stated. I have reviewed, understand and agree to the proposal, rate structure, and enrollment strategy presented to me by the Company representative. I understand that no agent, broker or field representative has any right to bind the requested coverage, alter the terms of the policies or enrollment materials, adjust any claim for benefits, or waive any of the Company's rights or requirements.

Group Employer Name & ID City of Chino

Geriann Kingston  
Printed Name of Authorized Company Officer

[Signature]  
Signature of Authorized Company Officer

Dir of HR/ RM  
Title

8/24/23  
Date

**CITY OF CHINO**  
**ABSENCE MANAGEMENT GUIDE CHANGE NOTICE NO. 2**  
**EFFECTIVE DECEMBER 1, 2023**

This Absence Management Guide Change Notice No. 2 (this "Notice") is provided by city of Chino (herein referred to as "Employer") and amends the Employer Absence Management Guide (the "AMG") dated December 1, 2023. In the event of a conflict between any provision of the AMG including any earlier notice(s) and this Notice, the provision in this Notice shall prevail. Unless otherwise defined in this Notice, capitalized terms in this Notice shall have the same meaning as in the AMG.

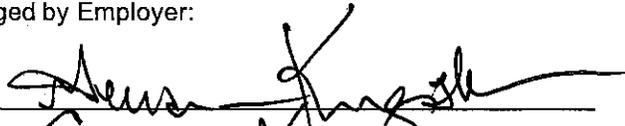
Effective December 1, 2023 the Employer Absence Management Guide is updated as follows:

Section Reference	Located on AMG Page Number	Updated Provision
Section 2: Customer Contacts	Page 4	Remove: <ul style="list-style-type: none"> <li>• Secondary Contact: HR@cityorchino.org</li> <li>• Eligibility Validation/Benefits Contact: HR@cityorchino.org</li> </ul> Add: <ul style="list-style-type: none"> <li>• Secondary Contact: HR@cityofchino.org</li> <li>• Eligibility Validation/Benefits Contact: HR@cityofchino.org</li> </ul>
Section 2: Lincoln Contacts	Page 5	Remove: <ul style="list-style-type: none"> <li>• Absence Claims Manager: Brenicia (Bre) Lawrence</li> </ul> Add: <ul style="list-style-type: none"> <li>• Absence Claims Manager: Richard Cantrell – 1800- 423-2765 *5269, Richard.Cantrell@lfg.com</li> </ul>

*Note: Changes will be made on the later of: (1) the effective date noted; or (2) as soon as reasonably possible after the document(s) are signed and returned to Lincoln. Changes cannot be made retroactively.*

Except as otherwise modified by this Notice, the AMG including any earlier notices shall otherwise remain in full force and effect:

Acknowledged by Employer:

Signature:   
 Printed Name: Genion Kingston  
 Title: Director of HR & Risk Manager  
 Date: 12/1/23