

## Notice of New Jersey Temporary Disability Benefits

**THE BENEFITS DESCRIBED IN THIS NOTICE ARE SUBJECT TO THE PROVISIONS OF THE METLIFE POLICY AND CONFORM IN ALL RESPECTS WITH THE NEW JERSEY TDB LAW FOR DISABILITY BENEFITS. THEY WILL NEVER BE LESS FAVORABLE TO YOU THAN THE BENEFITS REQUIRED BY THE TDB LAW. THIS NOTICE DOES NOT DESCRIBE BENEFITS FOR FAMILY LEAVE.**

## Johns Hopkins Health System

### TO OUR NEW JERSEY EMPLOYEES:

This notice outlines our Private Plan of Temporary Disability Benefits ("TDB") established in accordance with the TDB Law of the State of New Jersey as it applies to disabilities commencing on or after July 1, 2023. The benefits are provided under a Group Insurance Policy issued by the Metropolitan Life Insurance Company ("MetLife") to Johns Hopkins Health System.

You are eligible for benefits under our Private Plan while you are in our employment, and during the first 2 weeks after your employment ends unless you work for another employer during that time.

**EARNINGS REQUIREMENT:** No benefits are payable unless, during the 52 calendar weeks immediately preceding the date your disability starts, you earn at least \$260 during each of 20 weeks, or earn at least \$13,000 overall, from employers covered by the TDB Law.

**WEEKLY BENEFIT:** Effective January 1, 2023, your "Weekly Benefit" amount for disability that starts on or after that date is equal to 85% of your average weekly wage, to a maximum of \$1,025 per week. When the Weekly Benefit is calculated, it will be rounded down to the next lower multiple of \$1.00 if it is not already a multiple of \$1.00.

**MAXIMUM DURATION OF BENEFITS:** For each period of disability: 26 weeks. Two periods of disability due to the same or related cause or condition will be considered one continuous period of disability if they are separated by a period of 14 days or less, and you return to work with us during that period.

**COMMENCEMENT OF BENEFITS:** Benefits are payable, while you are disabled, from the 1<sup>st</sup> day after the end of the waiting week. The waiting week is the first 7 consecutive days of your disability. If Weekly Benefits are paid for 3 or more consecutive weeks during any one continuous period of disability, then benefits will also be paid for the waiting week. The waiting week does not apply for a disability which is the result of a Communicable Disease or the Employee's donation of any organ or bone marrow. The amount of benefit for any day of disability together with any wages paid for that day will not exceed 1/7<sup>th</sup> of your average weekly wage at the start of the period of disability. If benefits are payable for a partial week, they will be pro-rated at the rate of 1/7<sup>th</sup> of the Weekly Benefit for each day rounded down to the next lower multiple of \$1.00, if not already a multiple of \$1.00.

**NON-CONTRIBUTORY:** The Policyholder pays the total Premium that MetLife charges for the insurance provided by this policy. The Employer shall not require any contribution from the employee's wages.

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**Communicable Disease** means during a state of emergency declared by the governor, or when indicated to be needed by a public health authority, illness caused by an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease, which requires in-home care or treatment of the Employee due to:

- the issuance by a doctor or public health authority of a determination that the presence in the community of the Employee may jeopardize the health of others; and
- the recommendation, direction, or order of the doctor or authority that the Employee be isolated or quarantined as a result of suspected exposure to a communicable disease.

**Employee** means a person who is a "covered individual" under the TDB Law with respect to the Employer. Wherever "you" or "your" are used in this notice, it should be understood to mean to an Employee.

### **RETURN TO WORK**

At the option of the Employer, during a period of disability, you may return to work for the Employer on a reduced basis while recovering from the disability. MetLife will consider such disability to be a part of the original disability and will apply the same terms, provisions and conditions that were used for the original disability, subject to the terms of this RETURN TO WORK provision.

You may claim partial benefits under the policy upon returning to work for the Employer on a reduced basis provided that:

- you were totally unable to perform the duties of employment due to disability and received full benefits under the policy for at least 7 consecutive days prior to returning to work for the Employer on a reduced basis; and
- the Employer permits you to return to work on a reduced basis.

For any week in which you return to work on a reduced basis, the Weekly Benefit shall be reduced such that the sum of the wages and those benefits paid to you, rounded to the next lower multiple of \$1.00, will equal the Weekly Benefit amount you would have been paid if you were totally unable to perform the duties of employment due to disability.

Subject to all other terms and conditions of the policy, if you are able to return to work on a reduced basis but the Employer is unable or otherwise chooses not to permit you to do so, you will continue to be eligible for benefits until you are fully recovered from the disability and able to perform the duties of employment.

**Maximum Duration of Partial Benefits:** The maximum duration of partial benefits paid during a period when you return to work on a reduced basis will be 8 weeks, unless MetLife, after a review of medical documentation from a qualified healthcare provider, approves in writing an extension beyond 8 weeks. In no case shall the duration be extended to more than 12 weeks.

In no case will Weekly Benefits for each period of disability exceed the Maximum Benefit Duration of 26 weeks.

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## LIMITATIONS ON BENEFITS:

No benefits will be paid for:

- the waiting week, except as explained above under "Commencement of Benefits";
- more than 26 weeks with respect to any one period of disability;
- any period of disability that does not start while you are a covered individual;
- any period during which you are not under the care of a legally licensed physician, dentist, optometrist, podiatrist, practicing psychologist, advanced practice nurse, certified nurse midwife, public health nurse or chiropractor who, when requested by MetLife, shall certify within the scope of his or her practice that you are disabled, the probable duration of your disability, and where applicable, the medical facts within the practitioner's knowledge;
- any period during which you perform any work for wages or profit except during a period in which you return to work for the Employer on a reduced basis in accordance with the sub-section "RETURN TO WORK";
- any disability that is due to willfully and intentionally self-inflicted injury;
- any disability that is due to any injury that you sustain from your perpetration of a crime of the first, second, third or fourth degree; or
- any disability that starts while you are excluded from receiving unemployment compensation due to a work stoppage due to a labor dispute or for gross misconduct, as defined in section 43:21-5 of the New Jersey Statutes;
- any Wages you continue to receive from the Employer to the extent that the wages, when added to the Weekly Benefit, exceed your Average Weekly Wage;
- any period for which you receive Unemployment Compensation;
- any period which happens in the course of any work performed by you for wage or profit, except as provided for in the "NON-DUPLICATION OF BENEFITS" or "TO FILE A CLAIM" provisions below;
- any period for which you receive benefits from Worker's Compensation, an occupational disease law, or a similar law of any state or federal government unless the benefits are for a permanent partial or permanent total disability incurred prior to the period of disability; or
- any period for which benefits are paid under any disability or cash sickness benefits or similar law of any state or of the federal government, except as provided under REDUCTION OF BENEFITS below.

**Average Weekly Wage** means the amount calculated by dividing the total Wages the Employee earned from the Employer during the base weeks in the base year immediately preceding the calendar week:

- in which a period of disability commenced; or
- in which the Employee submits a claim for benefits early in accordance with the "Advance Notice of Claim" provision under TO FILE A CLAIM below,

by the number of base weeks. If the calculation in the preceding sentence produces an amount that is less than the Employee's average weekly earnings in employment with all Covered Employers during the base weeks in the base year, then the Average Weekly Wage shall be computed on the basis of earnings from all Covered Employers during the base weeks in the base year immediately preceding the calendar week:

- in which a period of disability commenced; or
- in which the Employee submits a claim for benefits early in accordance with the "Advance Notice of Claim" provision under TO FILE A CLAIM below.

## COVERAGE WITH MORE THAN ONE COVERED EMPLOYER

An Employee may be in employment with more than one Covered Employer on the day before a period of disability starts. If this happens, and none of the other Covered Employers has established a Private Plan, then all disability benefits to which the Employee is entitled under the TDB Law shall be paid under the policy. However, if one or more of the other Covered Employers has established a Private Plan, then liability for the disability benefits to which the Employee is entitled under the TDB Law shall be allocated between the Employer's Private Plan and the other Private Plan(s) on a pro rata basis according to the proportion of the Employee's Wages paid by each Covered Employer in the eight calendar weeks immediately preceding the date the period of disability starts. The benefits payable under the policy for that period of disability will be no more than the amount for which the Employer's Private Plan is liable.

**Covered Employer** means an employer that is a "covered employer" under the TDB Law.

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### **REDUCTION OF BENEFITS**

MetLife will reduce the Employee's disability benefit by the amount of all Other Income. Other income means:

- any amounts received by the Employee under an Unemployment Compensation law or similar law of any state or of the federal government;
- any amount an Employee receives for the condition that causes the Employee's disability as a settlement under section 34:15-20 of the New Jersey Statutes;
- any governmental or private retirement, pension or permanent disability benefit or allowance program to which the Employer has contributed on the Employee's behalf;
- any disability or cash sickness benefit under the laws of another state; or
- the maintenance and cure program of the federal maritime law (Jones Act).

### **NON-DUPLICATION OF BENEFITS**

Benefits may be paid or payable under the Policy and one or more other sources of income for the same condition that causes the Employee's disability. The Exclusions and Reduction of Benefits provisions in the Policy describe how benefits under the policy may be excluded or reduced when benefits from such other sources of income are also payable for the same condition that causes the Employee's disability.

Notwithstanding any provision in the Policy to the contrary, if an Employee files a claim for Workers' Compensation benefits for the same condition for which he or she is otherwise entitled to disability benefits under the Policy in accord with the TDB law, and benefit payment under Workers' Compensation is delayed due to a contest under section 34:15-20 of the New Jersey Statutes, benefits are payable to such Employee for such condition under the Policy subject to its terms and conditions, including the Maximum Duration of Benefits. If the Employee is subsequently awarded Workers' Compensation benefits for such condition, the Private Plan may be subrogated to the Employee's right to any benefit award payable under Workers' Compensation to the extent of the amount of benefits paid to such Employee for the same condition under the Policy.

### **DATE BENEFIT PAYMENTS END**

Benefit payments will end on the earliest of the following:

- the date the period of disability ends;
- the date the Employee dies;
- the date the Employee refuses to have a medical exam requested by MetLife as described in the BENEFIT PROVISION section;
- the end of the period for which the Employee's Doctor has certified the Employee as Disabled;
- the date a Doctor of MetLife's choosing, who has examined the Employee, determines the Employee is no longer disabled;
- the date the Maximum Duration has been paid.

While the Employee is Disabled, the Weekly Benefits described in the policy will not be affected if:

- the Employee's insurance ends; or
- the policy is amended to change the plan of the benefits.

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## **TO FILE A CLAIM:**

The Employee must obtain a MetLife claim form from the Employer and have it completed according to the instructions on the form.

Notice of claim must be sent to MetLife within 20 days of the date of disability. The required Proof must be sent to MetLife within 90 days of the date the period of disability starts.

Notice of claim and Proof may also be given to MetLife directly by the Employee or the Employee's representative by following the steps set forth below:

### **Step 1**

The claimant must give MetLife notice by writing or calling MetLife at a toll free number supplied by the Employer within 20 days of the date of a loss.

### **Step 2**

MetLife will send a claim form to the claimant and explain how to complete it. The claimant will receive the claim form within 15 days of giving MetLife notice of claim.

### **Step 3**

When the claimant receives the claim form the claimant must fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within 15 days of giving MetLife notice of claim, Proof may be sent using any form sufficient to provide MetLife with the required Proof.

### **Step 4**

The claimant must give MetLife Proof not later than 90 days after the date the period of disability starts.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

**Notice Under State Plan.** If a claimant submits notice and a claim to the State Plan within the time limits required under the TDB Law, and it is later determined that the claim should have been submitted under the policy, the claim may be submitted under the policy and will be considered timely if:

- the notice to the State Plan would have been timely notice under the policy if it had then been made under the policy; and
- Proof of disability is submitted under the policy in accordance with this section within 30 days after the claimant has notice that the claim should have been submitted under the policy.

Subject to Proof of claim, the Weekly Benefits will be paid to the Employee each week during any period of disability for which such Weekly Benefits are payable.

Upon the Employee's death, MetLife will pay any amount that is or becomes due according to the following order:

1. the Employee's Spouse, or Civil Union Partner or Domestic Partner, if alive;
2. the Employee's child(ren) under age 21, if there is no surviving Spouse, or Civil Union Partner or Domestic Partner; or
3. the Employee's estate, if there is no such surviving child.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any payment made in good faith will discharge MetLife from liability to the extent of such payment.

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MetLife has the right to have the Employee examined by a medical professional of MetLife's choosing when and so often as MetLife may reasonably require while Weekly Benefits are being claimed under the Group Policy, but not more often once a week. Failure or refusal to attend an examination scheduled by MetLife will cause the Employee's benefits to end.

If the Employee wishes to exercise his or her right of appeal under the TDB Law, the Employee may file an appeal within one year after the beginning of the period for which benefits are claimed with the Division of Temporary Disability Insurance, Labor Building, PO Box 957, John Fitch Plaza, Trenton, New Jersey 08625-0957.

### **Claims Payable With Workers Compensation**

A claim for disability benefits under the TDB Law for a sickness or accidental injury which happens in the course of any work performed by the claimant for wage or profit must first be filed under the Workers' Compensation Act (WCA). If such a claim is delayed due to a contest under section 34:15-20 of the New Jersey Statutes, such claim for benefits may be submitted to MetLife under the TDB Law in accordance with the "NON-DUPLICATION OF BENEFITS" provision above, and the requirements set forth above in "TO FILE A CLAIM".

If the claimant submits a claim for disability benefits under the TDB Law as set forth in the above paragraph, the claimant must agree in Writing to subrogate MetLife to any award or settlement, including a lump sum payment, received under the WCA with respect to the same sickness or accidental injury for which the claimant has requested disability benefits under the TDB Law, and to reimburse MetLife for the full amount of the benefits under the TDB Law, and to reimburse MetLife for the full amount of the benefits paid to the claimant under the policy for such sickness or accidental injury up to the amount awarded under the WCA less allowances.

In addition, MetLife shall have the right to file a lien against any award or settlement received by the claimant under the WCA for such sickness or accidental injury for which the claimant has requested disability benefits under the TDB Law. The claimant has the right to contest the amount of such lien or the disabilities included in the lien by either:

- Reimbursing MetLife for the full amount of the TDB lien against the WCA award or settlement, and then filing an appeal of the lien with the Division of Temporary Disability Insurance within 24 days from the date of the WCA award or settlement; or
- Filing an appeal of the lien with the Division of Temporary Disability Insurance.

### **Advance Notice of Claim**

If you know in advance when the period of disability will commence, you may notify the Employer of the anticipated period of disability and submit to MetLife a claim for benefits for that period, which shall include a statement of when the period will commence and any certification requested by MetLife pursuant to the policy, prior to, but not more than 60 days prior to, the date on which the period of disability will commence. MetLife will process that claim immediately and, upon a finding that the claim is valid, shall pay the benefit upon the commencement of the period. However, if MetLife receives the claim less than 30 days before the commencement of the period of disability, MetLife shall make the payment not more than 30 days after the receipt of the claim. The periods of disability leave to which the provisions of this paragraph apply shall include, but not be limited to, any of the following if the commencement date of the leave is known in advance: disability related to pregnancy or childbirth; disability related to scheduled medical procedures, treatments, or appointments for you; and disability related to your scheduled ongoing care. If you did not establish enough base weeks or have enough total earnings during the base year preceding the week you submit the claim for benefits, MetLife shall notify you that you may file the claim again upon or after the commencement of the period of disability. MetLife will then reconsider your eligibility for benefits based on the base year preceding the week in which the period of disability commences.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against MetLife during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required. This paragraph does not affect in any way an Employee's right of appeal under the TDB Law.

**Civil Union** means the legally recognized union of two individuals of the same sex entered into in New Jersey pursuant to the New Jersey Civil Union Act. It also includes a same-sex relationship entered into outside of New Jersey which is valid under the laws of the jurisdiction under which the same-sex relationship is created.

**Domestic Partner** means each of two people, one of whom is an Employee of the Policyholder, who represent themselves publicly as each other's domestic partner and have:

- registered together as domestic partners with a government agency or office where such registration is available; or
- completed a domestic partner declaration.

The domestic partner declaration must establish that:

1. each person is 18 years of age or older;
2. neither person is married;
3. neither person has had another domestic partner that was terminated less than 180 days prior to the filing of the current Affidavit of Domestic Partnership, except that this shall not apply if one of the partners died;
4. they have shared the same residence prior to the date of enrollment for insurance for the Domestic Partner under the Group Policy;
5. they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;
6. they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed prior to the date they enrolled for insurance for the Domestic Partner under the Group Policy, and such commitment is expected to last indefinitely; and
7. 1 or more of the following exist as evidence of joint responsibility for basic financial obligations:
  - a. a joint deed, mortgage or lease;
  - b. designation of the Domestic Partner as beneficiary for life insurance or retirement benefits;
  - c. joint wills or designation of the Domestic Partner as executor and/or primary beneficiary;
  - d. designation of the Domestic Partner as durable power of attorney or health care proxy;
  - e. ownership of a joint bank account, joint credit cards or other evidence of joint financial responsibility;
  - f. other evidence of economic interdependence; or
  - g. joint ownership of a motor vehicle.

The Policyholder will review the domestic partner declaration and determine whether to accept the request to insure the Domestic Partner.

The Policyholder will inform the Employee of its decision.

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**Proof** means Written evidence satisfactory to MetLife that a person has satisfied the conditions and requirements for any benefit described in the Policy. When a claim is made for any benefit described in the Policy, Proof must establish;

- the nature and extent of the loss or condition;
- MetLife's obligation to pay the claim; and
- the claimant's right to receive payment.

Except as otherwise provided in the policy, Proof must be provided at the claimant's expense.

**Spouse** means your lawful Spouse, or Civil Union Partner or Domestic Partner.

**THIS NOTICE SUPERSEDES ALL NOTICES PREVIOUSLY ISSUED UNDER OUR PRIVATE PLAN**

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