

BANNER HEALTH

Short-Term Disability Program

Summary Program Document

Effective March 1, 2023

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This Summary Program Document (SPD) for the Short-Term Disability (STD) Program is intended to provide you with easy-to-understand, general explanations of the STD Program.

The STD Program is considered a pay practice and is paid from the general assets of Banner Health. It is not an insured benefit.

INTRODUCTION

A serious medical condition can result in the loss of income. The STD Program provides partial income replacement during short periods of Disability that are not work related. Benefits under the STD Program are provided to you at no cost.

The STD Program is a benefit provided to employees at the discretion of Banner Health. This SPD does not create a contract, and you have no contractual right to STD benefits.

If you are injured on the job or have a work-related illness, it is considered an occupational injury and you must follow the procedure for workers' compensation. STD benefits will not be available in this situation.

This SPD describes the STD Program. Terms that are capitalized throughout this SPD have a specific definition. This definition is described either in the text where the term is used, or in Section 11 (the *Definitions* section) of this SPD.

SECTION 1

1.1 CLASSES OF ELIGIBLE EMPLOYEES

Class 1:

All active Employees assigned a total FTE of **greater than** 50% are eligible for STD benefits, except as follows: California Employees, House Staff and all per-diem, registry, travelers, leased Employees and all other non-benefit eligible positions.

Class 2:

All active Employees (excluding California Employees) classified as House Staff assigned a total FTE of greater than >50% are eligible for STD Benefits.

1.2 ELIGIBILITY WAITING PERIOD

Class 1:

You become eligible to participate in the STD Program on the first day following your completion of 365 days of employment (one year). This 365-day period includes time that you worked in a Banner Staffing Services position. This 365-day period is called the *Eligibility Waiting Period*. If you are on a leave of absence, the days you are not in Active Service do not count toward the one-year Eligibility Waiting Period except in the case of days for which you also receive pay under the Paid Time Off Program.

In the case of military leave, if you were in an eligible employment status before you went on military leave, the days while on military leave will count toward the one-year Eligibility Waiting Period. If you remain employed while on military leave, your STD eligibility will resume when you return to work. If your employment terminates while on military leave, your STD eligibility will resume after you contact your facility Human Resources Department to make timely application for re-employment to return to a position that would be eligible for STD. Timely application is within 14 days for military leaves of 31-180 days, and within 90 days for military leaves longer than 180 days. (Some state military leave laws may allow longer periods to apply for re-employment.) If you do not contact your facility Human Resources Department within the stated time frames, your Eligibility Waiting Period may be affected.

If you have a Break-in-Service due to termination of employment unrelated to military leave, and you return to Banner Health within 365 days, the Eligibility Waiting Period will be adjusted to exclude the time period in which you were not employed by Banner Health.

If a Break-in-Service due to termination occurs for greater than one year and you are rehired, the one-year Eligibility Waiting Period will start over again.

Class 2:
No waiting period

1.3 DEFINITION OF DISABILITY/DISABLED

You are considered Disabled if, solely because of a covered Injury or illness, you are:

1. unable to perform all the material duties of your Regular Occupation, and
2. unable to earn 80% or more of your Base Pay from working in your Regular Occupation.

You will be required to show proof of earnings and continued Disability.

1.4 DEFINITION OF BASE PAY

Base Pay means an employee's Hourly Base Rate of Pay at the time a Disability occurs, times your assigned FTE hours in HR system, divided by 26 pay periods. Base Pay does not include overtime, bonuses, incentive, or performance pay, or other special or unusual compensation. Base Pay excludes amounts received under the Social Security Act and amounts received under any program of workers' compensation.

Any increase in your Base Pay will not be effective during a period of continuous Disability.

1.5 ELIMINATION PERIOD*

You must wait a period of time before Disability Benefits are payable to you. You must be continuously Disabled during this period of time. This is called the "Elimination Period." For Class 1 Employees, the Elimination Period is 7 calendar days. That means that if you are a Class 1 Employee, you must be continuously Disabled for 7 calendar days before Disability Benefits are payable to you. (See Section 1.1 for description of Class 1 Employees.)

Class 2 Employees do not have an Elimination Period. If you are a Class 2 Employee, Disability Benefits are payable to you starting the first day you are Disabled.

During the Elimination Period you must use your Paid Sick Leave and/or PTO.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes. Therefore, you must repeat the Elimination Period if you have two separate periods of Disability resulting from unrelated causes.

* Elimination period does not apply to maternity leave after birth of a child.

1.6 DISABILITY BENEFIT

Class 1: 60% of your Base Pay rounded to nearest dollar. (For maternity: 100% of Base Pay rounded to nearest dollar for 6 weeks following birth of a child; after 6 weeks benefit is 60% of Base Pay)

Class 2: 100% of your Base Pay rounded to the nearest dollar.

For both Class 1 and Class 2, the disability benefit described above will be reduced by any amount for which you are eligible under a state, local, or federal governmental family leave or disability benefit program.

1.7 DISABILITY BENEFIT CALCULATION

Class 1: The Disability Benefit for any week you are Disabled is calculated by multiplying your hourly wage by the number of hours per week times associated with your FTE in HR system, and then multiplying the result by .60 to get 60% of your Base Pay for one week. Such amount shall then be reduced by any amount for which you are eligible under a state, local, or federal governmental family leave or disability benefit program. For purposes of calculating the Disability Benefit, a Class 1 employee classified as 100 % FTE for budgeting purposes is regularly scheduled to work 40 hours per week.

Class 2: The Disability Benefit for any week you are Disabled is calculated by multiplying your hourly wage by the number of hours per week that you are regularly scheduled to work. Such amount shall then be reduced by any amount for which you are eligible under a state, local, or federal governmental family leave or disability benefit program. For purposes of calculating the Disability Benefit, a Class 2 employee classified as 100% FTE for budgeting purposes is considered to be regularly scheduled to work 40 hours per week.

1.8 MAXIMUM STD BENEFIT PERIOD

The maximum amount of time that you can collect Short Term Disability is 182 days per open approved disability claim.

1.9 SUCCESSIVE PERIODS OF DISABILITY

For any separate period of Disability which is not considered continuous, you must satisfy a new Elimination Period.

A separate period of Disability will be considered continuous if:

- it results from the same or related causes as a prior Disability for which benefits were payable; and
- after receiving Disability Benefits, you return to work in your Regular Occupation for fewer than 14 consecutive days; and
- you earn less than 80% of your Base Pay during at least one week.

Even though you must satisfy a new Elimination Period, you will still be limited to 182 days of STD for the same open approved disability claim. Thus, if the condition for which you are collecting disability is the same as the condition for which you collected disability before you returned to work, you are limited to 182 days of STD.

You are not entitled to STD any time you are also eligible to collect disability benefits from another employer.

1.10 RETURN TO WORK UNDER THE LIGHT DUTY WORK PROGRAM(LDW)

LDW is a temporary, short term job assignment that is given to Employees who are unable to work in their Regular Occupation due to an illness or injury, or due to pregnancy, but are able to work in a position with reduced job responsibilities and/or hours. To be eligible for light duty work, you must either: (1) have a Workers Compensation illness/injury that prevents you from performing your Regular Occupation, even with reasonable accommodations; (2) be returning from a STD leave of absence with restrictions that prevent you from performing your Regular Occupation, even with reasonable accommodations; (3) have a disability under the Americans With Disabilities Act; or (4) be temporarily restricted in your ability to work due to pregnancy. If your health care provider certifies that you are able to perform LDW, Banner Health will identify whether LDW meeting your restrictions is available. **If you are eligible for leave under the Family and Medical Leave Act, you are not required to accept LDW.**

If you are approved for a LDW assignment, you will be paid as follows:

- You will be paid for your LDW at 80% of your Base Rate of Pay or another rate deemed appropriate by Banner Health, in its discretion.
- If your restrictions require you to work reduced hours, then you will be paid 60% of your Hourly Base Rate of Pay for those hours that you are unable to work. For example, if you normally work an 8-hour day, and your restriction states that you cannot work more than 4 hours per day, you would be paid for the 4 hours that you work, and you would receive 60% of your Hourly Base Rate of Pay for each of the remaining 4 hours. For the 4 hours that you do work, you will be paid at 80% of your Base Rate of Pay if you are working those 4 hours in LDW, or 100% of your Base Rate of Pay for those hours if you are working in your Regular Occupation.

To begin LDW, you must obtain a written release from your health care provider that specifies:

- The number of hours per day you may work
- The number of days per week you may work
- Any physical or other work restrictions you have

This written release must be presented to Occupational Health and Banner's third party leave administrator (e.g., Matrix) before you return to LDW.

The number of LDW assignments that are available is limited. LDW is a temporary measure. If you have been placed on a long term or permanently reduced schedule, LDW is not available to supplement this schedule. In general, LDW assignments are for a maximum of 60 days unless a longer period is required by law. The 60 days starts to run from the time you are placed into the LDW assignment.

If your health care provider certifies that you are able to do light duty work, and an LDW position is available for you, you will be required to report to work (unless you are also on an approved leave of absence under the Family and Medical Leave Act). Your failure to do so will result in denial of your STD claim and termination of further STD benefits if payment has already been made.

If you are placed on LDW, and you are still considered to be on STD, the days that you are on LDW are counted toward the STD maximum of 182 days.

Banner Health has developed the following guidelines to help you understand your role in the success of LDW:

- You must be available to work where needed and within the established restrictions.
- Depending on assignment availability, you may be requested to work a different schedule from that to which you are normally accustomed.
- You must complete your time record using MyTime. Please contact your supervisor/manager for specific instructions. If you are an Employee in an “exempt” status, your time record will be adjusted to reflect the number of hours you are released to work, and you will be paid STD for the remaining hours.
- You must notify your return-to-work coordinator if your schedule needs to be adjusted.
- You must work your hours as scheduled. Failure to do so may result in disciplinary action and/or loss of STD benefits.
- As with all employees at all times, you must meet core behaviors and performance expectations. You remain subject to corrective action for performance or behavior issues that arise while you are on LDW. Failure to adhere to performance and behavior expectations may also result in termination of the LDW assignment and of your STD benefits.
- Overtime, holiday pay, and call back pay are not available while on LDW.
- The STD waiting period cannot be charged to the LDW cost center.
- The leader cannot input LDW on an employee’s future schedule in MyTime. The employee is required to clock in and out each day using the instructions provided from the Return-to-Work Coordinator.

Banner Health will not pay any STD benefits and STD will end if Banner determines you are able to work under a modified work arrangement and you refuse to do so without good cause.

SECTION 2

ELIGIBILITY FOR STD PROGRAM PARTICIPATION

If you are in one of the classes of eligible Employees described in Section 1.1, you are eligible to participate on the program effective date or the day after you complete the Eligibility Waiting Period, if later. (The Eligibility Waiting Period is described in Section 1.2.)

SECTION 3

TERMINATION OF PARTICIPATION IN THE STD PROGRAM

Your participation in the STD Program will end on the earliest of the following dates:

1. the date you are eligible for participation under a program intended to replace this program;
2. the date the program is terminated;
3. the date you are no longer in an eligible class;
4. the date you are no longer in Active Service;

5. the date you begin an unexcused or unpaid leave of absence (other than an approved FML);
6. the date you become eligible for short term disability under another employer's STD program;
7. the date you begin working for another employer in any capacity;
8. the date of incarceration in any city, state or federal holding facility such as a jail or prison;
9. the date of your death. (STD benefits are not paid to your heirs, beneficiaries or surviving family members.)

SECTION 4

CONTINUATION OF PARTICIPATION

This Continuation of Participation provision modifies the Termination of Participation provision to allow participation to continue under certain circumstances if you are no longer in Active Service. Coverage that is continued under this provision is subject to all other terms of the Termination of Participation provisions.

Participation in the STD Program continues if your Active Service ends due to a Disability for which benefits are or may become payable. If you do not return to Active Service, the participation ends when the Disability ends or when benefits are no longer payable, whichever comes first.

If your Active Service ends due to any other excused short-term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short-term absence, your participation will continue until the earliest of:

- a) the date your employment relationship with the Employer terminates;
- b) the end of the period for which such short-term absence is excused by the Employer.

Notwithstanding any other provision of this program, if your Active Service ends due to layoff or termination of the employment relationship (either voluntarily or involuntarily), participation will terminate and Continuation of Participation under this provision will not apply.

SECTION 5

REQUIREMENTS TO COLLECT BENEFITS UNDER THE STD PROGRAM

Short term disability benefits will be paid if you become Disabled while covered under this program. Before benefits will be paid, you must: satisfy the Elimination Period; be under the Appropriate Care of a Provider; timely apply for any state, local, or federal governmental family leave or disability benefit program for which you are or may be eligible and provide reasonable proof of such application to Matrix | Reliance Standard or the applicable government agency and, if approved, record of the weekly benefit amount; meet all the other terms and conditions of the program; and provide, at your own expense, satisfactory proof of Disability before benefits will be paid.

Continued proof of your Disability will be required for benefits to continue.

SECTION 6

6.1 RECOVERY OF OVERPAYMENT/REIMBURSEMENT FROM THIRD PARTY RECOVERY

Banner Health has the right to recover any short-term disability benefits it has overpaid. Any or all the following may be used to recover an overpayment:

1. request a lump sum payment of the overpaid amount;
2. reduce any amounts payable; and/or
3. take any appropriate collection activity available.

If an overpayment is due at the time of your death, any benefits payable will be reduced to recover the overpayment.

If you recover any amount from a third party as a result of your Disability, you are required to reimburse Banner Health for STD benefits paid. You or your attorney should contact the Banner Health benefits department at Benefits@bannerhealth.com to arrange for reimbursement.

SECTION 7

TERMINATION OF SHORT-TERM DISABILITY BENEFITS

STD benefits will end on the earliest of the following dates:

1. the date you earn more than 80% of your Base Pay (as set forth in the definition of Disability) from any occupation;
2. the date the program determines you are not Disabled;
3. the end of the maximum benefit period (see Section 1.8)
4. the date you die;
5. the date you are no longer receiving Appropriate Care;
6. the date you begin working for another employer in any capacity (if you were working for another employer before you became Disabled, the benefits will end when you increase the number of hours you work for this other employer);
7. the date you begin attending a school or training program, either full or part-time, unless you were already attending that school or training program before your STD benefits started;
8. the date you fail to cooperate with the administration of the claim; such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due. Benefits may be resumed if you begin to cooperate fully within 30 days of the date the benefits terminated.
9. the date your employment ends.

SECTION 8

EXCLUSIONS

The program will not pay any short-term disability benefits for a Disability that results directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury while sane or insane;
2. war or any act of war, whether or not declared;
3. active participation in a riot or other civil disorder;
4. commission of any act which is a misdemeanor or felony under any state or federal law;
5. the revocation, restriction or non-renewal of your license, permit or certification necessary to perform the duties of your Regular Occupation unless due solely to a Disability otherwise covered by this STD program;
6. any cosmetic surgery or surgical procedure that is not medically necessary. Medically necessary means the surgical procedure is: (a) prescribed by a physician as required treatment of the Injury or illness; and (b) appropriate according to conventional medical practice for the Injury or illness in the locality in which the surgery is performed; The Program will pay benefits if the Disability is caused by you donating an organ in a non-experimental organ transplant procedure.
7. an Injury or illness that is accepted for payment under Workers' Compensation or occupational disease law;
8. a Disability incurred before the effective date of this program;
9. a Disability incurred before the date you become eligible under this program;
10. a Disability due to reversal of voluntary sterilization;
11. a Disability due to Injury, illness or impairment suffered while engaged in any employment or business for pay or profit other than employment with Banner Health;
12. a Disability resulting from illegal acts or caused by the illegal use of any prescribed or controlled narcotic or substance. This exclusion does not apply if you seek STD to cover an absence while undergoing addiction treatment for substance abuse, provided you have not engaged in any alcohol or drug related misconduct on the job (including but not limited to working while impaired, diverting drugs, or using/possessing illegal drugs while at work).
13. a Disability certified by a close relative or other person with a close personal or professional relationship to you;

In addition, the program will not pay STD benefits for any period of Disability during which:

1. you are incarcerated in any city, state or federal holding facility such as a jail or prison;
2. you are attending any school or training program, whether full or part-time, unless you were attending the program before your Disability and you do not increase the amount of time that you attend the program after your Disability.

SECTION 9

LIVING DONOR LEAVE

Introduction

The Banner Health Living Donor Leave provides 100% of your Base Pay during an approved leave for the purpose of being a bone marrow or organ donor; the leave must be medically verified.

The time while on Living Donor Leave will be paid without charges to PTO time or FMLA time during full or partial days while serving as either a bone marrow donor or an organ donor or recovering from the procedures involved within the limits of the Living Donor Leave Schedule **set forth below**.

The Living Donor Leave time includes necessary travel time, as well as any medical testing or other procedures to determine bone marrow or organ donation compatibility. Any additional time off due to medical reasons that exceed the maximum days under the Living Donor Leave program will require approval and will be counted towards the FML and the STD maximum days per Calendar Year.

The Living Donor Leave is available only when it is used during your regularly scheduled work time. If you undergo bone marrow and organ donation outside your regular work schedule, you do so on your own time. In addition, if you are absent on a holiday for the purpose of bone marrow or organ donation, you will be considered to be observing the holiday and will not be granted Living Donor Leave.

Classes of Employees Eligible for Living Donor Leave

Class 1:

All active Employees assigned a Total FTE $\geq 50\%$ in HR System excluding all California Employees, and all per-diem, registry, travelers, leased Employees and all other non-benefit eligible positions

Class 2:

All active Employees (excluding California Employees) classified as House Staff regularly assigned a Total FTE $\geq 50\%$ in HR System

Eligibility Waiting Period

Class 1:

365 accumulative days of employment (one year)

Class 2:

No waiting period

Living Donor Leave is not available to an Employee who is on an approved leave of absence at the time of the request or at the time of the donation. You must be an active Employee immediately prior to applying for a Living Donor Leave. This leave does not run concurrent with other leaves of absence for another reason.

Submitting a Claim for Living Donor Leave

Contact Matrix | Reliance Standard at 888.295.7840 or visit www.matrixabsence.com to submit claims for the Living Donor Leave. Claims are filed with and managed by Matrix, in accordance with the Program's provisions.

Living Donor Leave Schedule and Payments

The Living Donor Leave benefit is payable at 100% of your Pre-Disability budgeted hours and is paid in accordance with regularly scheduled pay periods according to the following benefit schedule.

Donor Type	Regular Workdays/ Hours Maximum*	% Paid

Bone Marrow	Up to 5 days/40 hours	100%
Kidney/Liver/Lung or other solid organs	Up to 30 days	100%

A workday is based on the length of your regularly scheduled workday. Thus, for example, if you are a part-time employee regularly scheduled to work 4 hours a day, and you are absent for one full shift for purposes of bone marrow donation, you will have used 1 of the 5 days allotted for bone marrow donation. If you are a full-time employee regularly scheduled to work 8 hours a day, and you use 4 hours for bone marrow donation, you will have used ½ of 1 day and will have 4 ½ days remaining for bone marrow donation.

* The Regular Workdays/Hours Maximum applies to each calendar year.

The Living Donor Leave payments will include the day of the procedure and any necessary travel time, as well as any medical testing or other procedures to determine bone marrow or organ donation compatibility that occur prior to the day of the procedure.

The Elimination Period for STD is waived under the Living Donor Leave.

Returning to Work From a Living Donor Leave

When your health care provider releases you to return to work, you must be seen by Occupational Health prior to reporting to work. You must provide a *return-to-work* slip to Occupational Health and to your supervisor/manager.

If you fail to return to work at the end of your leave, and do not otherwise communicate your intentions to your supervisor/manager, you will be treated as having voluntarily resigned from employment, effective the last day you were paid Living Donor Leave benefits.

SECTION 10

DEFINITIONS

Certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any capitalized word, if not defined in the text where it is used, may be found in this Definitions section.

10.1 Accident

An accident is a sudden, unforeseeable external event that causes bodily Injury to you.

10.2 Active Service

You will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions is met.

- i. You are performing your Regular Occupation for the Employer on a Full-Time basis. You must be working at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
- ii. The day is a scheduled holiday or vacation day and you were performing your Regular Occupation on the preceding scheduled workday.

You are considered in Active Service on a day which is not one of the Employer's scheduled workdays only if you were in Active Service on the preceding scheduled work day.

10.3 Appropriate Care

Appropriate Care means the determination of an accurate and medically supported diagnosis of your Disability by a Provider, or a plan established by a Provider of ongoing medical treatment and care of the Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

10.4 Break-in-Service

A Break-in-Service occurs when an employee changes to an ineligible employment status, terminates employment or is absent from active work due to a leave of absence that is not an excused absence.

10.5 Claim Administrator

The Claim Administrator is the person or entity chosen by Banner Health to review claims for benefits provided under the program.

10.6 Base Pay

Base Pay means an Employee's Hourly Base Rate of Pay at the time a Disability occurs times assigned FTE in HR system in a year divided by 26 pay periods, excluding bonuses, incentive or performance pay, or other special or unusual compensation. Base Pay excludes amounts received under the Social Security Act and amounts received under any program of workers' compensation.

10.7 Disability Earnings

Disability Earnings include any wage or salary for any work performed for any Employer during your Disability, including commissions, bonus, overtime pay or other extra compensation.

10.8 Employee

You are an Employee if you work for Banner Health or one of its affiliates or subsidiaries that participates in this Short-Term Disability program. For eligibility purposes, you are an Employee if you work for Banner Health, or one of its affiliates or subsidiaries that participates in this Short-Term Disability program and are in one of the classes of eligible Employees described in Section 1.1 of this document.

10.9 Employer

Employer means Banner Health and any of its affiliates or subsidiaries that participate in this program.

10.10 Full-time

Full-time means an active Employee regularly working a minimum of 32 hours per pay period.

10.11 Hourly Base Rate of Pay

Hourly Base Rate of Pay means an Employee's base rate of pay per hour exclusive of overtime, bonuses, incentive or performance pay, or other special or unusual compensation, at the time a Disability occurs.

10.12 House Staff

House Staff includes interns, residents, and fellows employed by Banner Health.

10.13 Illness

Any physical or mental illness or disease.

10.14 Injury

An Injury is any accidental loss or bodily harm which results directly or indirectly from an Accident.

10.15 Physician

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to you that is appropriate for your condition and locality. The term does not include you, your spouse, the immediate family (including parents, children, siblings, or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of you or a spouse, or a person living in your household.

10.16 Program

Program refers to the short term disability benefits provided by the Employer and its affiliates under the terms and conditions described in this document as in effect from time to time.

10.17 Provider

A Provider is:

1. A Doctor of Medicine or osteopathy who is licensed by the state or U.S. territory in which the doctor practices;
2. Dentists, clinical psychologists, and optometrists licensed by the state or U.S. territory in which the provider practices, and performing within the scope of the provider's practice as defined under state or territorial law; or
3. Nurse practitioners, nurse midwives, clinical social workers and physician assistants licensed by the state or U.S. territory in which the provider practices and performing within the scope of the provider's practice as defined under state or territorial law.

The Provider must be licensed to practice in the state or territory of the United States where the Provider's services are provided.

10.18 Regular Occupation

Regular Occupation means the work duties you are expected to routinely perform immediately before the time the Disability begins.

SECTION 11

ADMINISTRATIVE PROVISIONS

1. Reinstatement of Participation

Your participation may be reinstated if it ends because you are on an unpaid leave of absence.

For participation to be reinstated you must be in a class of eligible Employees.

Reinstated participation will be effective on the date you return to Active Service. If you did not fully satisfy the Eligibility Waiting Period before participation ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

2. Claimant Cooperation Provision

Your failure to cooperate in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

3. Filing a Claim

You must file a claim for benefits within 60 days after the first day of your most recent absence from work due to the Injury or Illness for which STD benefits are being sought. If you are unable to file a claim for benefits within this 60 day period, the time may be extended if you can show extenuating circumstances, such as complete incapacity due to the Illness or Injury, and you file a claim as soon as is reasonably possible. If the time for filing a claim is extended, the claim for benefits must be filed no later than 90 days after the first day of your most recent absence from work due to the Injury or Illness for which STD benefits are being sought. After filing a claim, you must provide all medical documentation within the time period established by the Claims Administrator.

4. Time of Payment

STD is paid in your regular paycheck and on your regular pay dates. Your check will be direct deposited or provided to you in the manner in which you receive your regular pay.

5. Physical Examination

The Program, at its expense, will have the right to examine any person for whom a claim is pending as often as may reasonably be required.

6. Physician/Patient Relationship

You will have the right to choose any physician who is practicing legally. The Program will in no way disturb the physician/patient relationship.

7. Returning to Work

When your health care provider releases you to return to work:

- You must be seen by Occupational Health/Employee Health prior to reporting to work. You must provide a *return-to-work* slip to Occupational Health/Employee Health and to your supervisor/manager.
- You must also notify Matrix | Reliance Standard (Claims Administrator) of your return to work date.

8. STD Benefits Are Subject to Change

The STD Program can be discontinued by Banner Health at any time. In addition, Banner Health can change the terms of the STD Program at any time, in its sole discretion. That means that Banner Health, at any time, can change the number of payments available under the STD Program, the eligibility requirements for the STD Program, the period of time for which STD benefits will be paid, the definitions under the STD Program, or any other provisions of the STD Program.

SECTION 12

CLAIM PROCEDURES

1. What You Should Do and Expect If You Have a Claim

When you are eligible to receive benefits under the Program, you must call Matrix | Reliance Standard at 888.295.7840 or visit www.matrixabsence.com to file a claim. Matrix | Reliance Standard will provide the claim form and other required documentation to you. You must submit the documentation to Matrix | Reliance Standard within the time period required by Matrix | Reliance Standard.

You must also submit an application for benefits under any state, local, or federal governmental family leave or disability benefit program for which you may be eligible. Reasonable proof of this application must be provided to Matrix | Reliance Standard within the time period required by Matrix | Reliance Standard.

Matrix | Reliance Standard will decide your request for STD benefits within 45 days. Matrix | Reliance Standard may require more time to review your claim or may need additional documentation to decide your claim. If this should happen, Matrix | Reliance Standard representatives will decide your request for STD benefits after they have had an opportunity to conduct further review, or after they receive your additional documentation. Matrix | Reliance Standard will attempt to decide all requests within 30 days of receiving the additional information or conducting further review.

During the review period, the Program may require you to undergo a medical examination at the Program's own expense; or may ask you to provide additional information regarding the claim. If a medical examination is required, the Program will notify you of the date and time of the examination and the physician's name and location. It is important that you keep any appointments made since rescheduling examinations will delay the claim process. If additional information is required, the Program will notify you, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you will receive the appropriate benefit from the Program.

If your claim is denied, in whole or in part, you will receive a written notice within the review period. The written notice may include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the provision(s) on which the denial was based.
3. A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, as outlined below.

2. Appeal Procedure for Denied Claims

When a claim is denied, you may appeal the decision. You (or your authorized representative) must

make a written statement for appeal to Matrix | Reliance Standard within 60 days from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal. If you choose to appeal, you may submit information and comments that you feel might affect the outcome of the appeal.

After your request is received Matrix | Reliance Standard will review your appeal. This review will not be made by the person who made the initial claim decision. The Program may consult medical or vocational experts in making its appeals decision but will not do so in every case.

Matrix | Reliance Standard will notify you of its decision within 45 days. Under special circumstances Matrix | Reliance Standard may require more time to review your claim. If this should happen, Matrix | Reliance Standard will notify you that the review period has been extended. Once the review is complete, Matrix | Reliance Standard will notify you, in writing, of the results of the appeal.

Claim Administrator:

Matrix | Reliance Standard
Absence Management, Inc.
2421 W. Peoria Ave. Suite 200
Phoenix, AZ 85029-4944
Phone: 888.295.7840
Telephonic Claim Submission:
888.295.7840
www.matrixabsence.com

Program Administrator:

Banner Health
2901 N. Central Ave
Suite 160
Phoenix, AZ 85012

ATTN: Benefits 2S