

CONTRACT MODIFICATION #1

1. CONTRACT NO: 200697, Life, AD&D, Disability, and FMLA Administration	2. CONTRACT MODIFICATION NO.: 1	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: Unum Life Insurance Company of America
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION: NO CHANGE

CURRENT: \$1,381,387.17

NEW: \$1,381,387.17

7. TERM OR PERIOD OF PERFORMANCE: NO CHANGE

8. CONTRACTOR'S EXECUTION:

Name & Title: **CONTRACTOR DOES NOT NEED TO SIGN**

9. CONTRACTING OFFICER'S EXECUTION:

Name & Title: **Raymond Lalley, Contract Administrator III**
(Print or type)

Signature: _____

E-SIGNED by Raymond Lalley
on 2022-11-17 17:03:55 CST

Date Executed: November 17, 2022

10. DESCRIPTION OF CONTRACT MODIFICATION:

This Modification is made in accordance with Exhibit E – Revised-1, Contractual Terms, and Conditions, Section 16, CHANGES, to be made a part hereof for all pertinent purposes.

1. The Authority hereby incorporates the fully executed Leave Administration Agreement dated February 18, 2020, into the Contract, and it is attached hereto and incorporated herein for all pertinent purposes.
2. The Authority hereby incorporates the fully executed Exhibit A-1, Amendment to the Leave Agreement, with an effective date of January 1, 2023, and it is attached hereto and incorporated herein for all pertinent purposes.

For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above. This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

END OF MODIFICATION #1

AMENDMENT TO THE LEAVE ADMINISTRATION AGREEMENT BETWEEN UNUM GROUP ("UNUM") AND CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY ("EMPLOYER")

Service Provider (acting directly or through its service affiliates): Unum Group Attn: Leave Management Center – 3W 1 Fountain Square Chattanooga, Tennessee 37402	Employer: Capital Metropolitan Transportation Authority 2910 E. 5 th Street Austin, TX 78702
Effective Date: February 1, 2021	

Both parties agree to amend the above referenced Agreement as follows:

"Term" means the period beginning on the Effective Date stated above and in Section 9.1 and continuing through the Term of the Contract, as may be extended annually with written mutual agreement.

All the remaining provisions of the existing contract hereto remain in full force and effect except those expressly modified by this amendment.

Unum Group (Unum)

Capital Metropolitan Transportation Authority (Employer)

By: Paul J. Keenan

By: E-SIGNED by William (Denny) Ross on 2021-03-17 12:58:52 GMT

Title: AVP. ABSENCE MANAGEMENT

Title: Contracts Administrator

Dated: MARCH 22, 2021

Dated: March 17, 2021

LEAVE ADMINISTRATION AGREEMENT

THIS AGREEMENT for Administrative Services ("Agreement") is made by and between Unum Group ("Unum") and Capital Metropolitan Transportation Authority ("Employer").

<p>Service Provider (acting directly or through its service affiliates):</p> <p>Unum Group Attn: Leave Management Center – 3W 1 Fountain Square Chattanooga, Tennessee 37402</p>	<p>Employer:</p> <p>Capital Metropolitan Transportation Authority 2910 E. 5th Street Austin, TX 78702</p>
<p>Effective Date: February 1, 2020</p>	

1. DEFINITIONS

"Administration Charges" means the fees for Unum's Services under this Agreement, as more fully described in Schedule A which is incorporated herein and attached to the Agreement.

"Confidential Information" means any non-public proprietary, trade, or business confidential information, whether in written, oral, or electronic form, including lists, procedures, or information provided by one Party to the other.

"Contract" means that certain Contract for Life, AD&D, Disability & FMLA administration (Contract No. 200431) (the "Contract"), dated effective August 1, 2019, by and between Unum and Employer.

"Documentation" means all Employee information, documents, reports, and data, including data recorded in Unum's data processing systems, related to the receipt, processing, and administration of Leaves.

"Effective Date" means the date Services detailed in this Agreement begin.

"Employee" means employees of the Employer only and shall include all Employees working in the United States and the United States Territories, including full time, part time and new hires, regardless of benefit eligibility.

"Existing Leaves" means open Leaves with a start date prior to Effective Date of this Agreement.

"FMLA" means the federal Family and Medical Leave Act, and regulations promulgated thereunder.

"Historical Data" means data from Leaves that closed/returned to work within a one (1) year period prior to the Effective Date.

"Leave" means an employee's request for, inquiry about or claim for FMLA or State Leave Law Leaves of absence from employment with the Employer.

"Leave of Absence" means a period during which an Employee is absent from work as permitted by the Employer's Leave of Absence policies.

"Leave of Absence Policies" means all policies, programs and practices of the Employer that are established and intended to comply with FMLA and State Leave Laws requiring an Employer to permit an Employee to be absent from work.

"Lines of Coverage" means any other products or services, (i.e., disability, life, voluntary worksite, etc.) that have been purchased by Employer from Unum or any of its subsidiaries.

"Party or Parties" means Unum and Employer.

"Personal Information" means any non-public, personal, identifiable information, relative to any person, obtained by either Party in connection with these Services.

"Security Incident" means the unauthorized access or acquisition of Personal Information, which compromises the security, confidentiality, or integrity of Personal Information, as defined by applicable breach notification laws or regulations.

"State Leave Laws" means state laws governing qualifying Leaves of Absence for Employees due to personal reasons substantially similar to those enumerated in the FMLA, specifically those described in Exhibit A.

"Term" means the period beginning on the Effective Date stated above and in Section

9.1 and continuing through the term of the Contract, as may be extended.

"**TLS**" means Transport Layer Security which is a gateway-to-gateway protocol, securing email communications over Public infrastructure using SSL certificates.

"**Unum**" means the Service Provider identified in the grid above, acting directly or through one of its affiliates or subsidiaries, including their respective directors, officers, employees, agents, committees or subcontractors to whom authority to act in connection with this Agreement has been granted.

2. SCOPE OF SERVICES

2.1 Services. Unum agrees to provide certain Administrative Services specified in (i) Schedule B, which is incorporated herein and attached to this Agreement and (ii) Exhibits F and H of that the Contract (hereinafter referred to as the "**Services**"), relating to the Employer's Leave of Absence policies for the fees and charges hereinafter specified. Unum shall perform such Services at the direction of and with the express consent of the Employer. Unum and the Employer agree that Employer shall be the final decision maker as to the determination of an Employee's request for Leave.

2.2 Eligibility. Unum shall be responsible for determining eligibility in accordance with all instructions and information provided by Employer, including, but not limited to, information regarding each Employee's worksite state and each Employee's hours worked and length of service.

2.3 Administration. Unum shall be responsible for administration of Leaves as more fully described in Schedule B.

2.4 Employer Approval. Unum further acknowledges that Employer has empowered Unum to act on Employer's behalf in connection with the Services described herein only as expressly stated in this Agreement. Unum's performance of Services hereunder shall be subject to Employer's review and approval.

2.5 Notification. Unum shall notify Employer if Unum learns that any of the Leave of Absence Policies do not comply with any applicable laws, rules and regulations or ordinances relating to the Services, including

provisions of the FMLA and/or State Leave Laws.

2.6 Commencement Date. The Services to be provided by Unum shall be with regard to Leaves for Employees whose Leave commences on or after the Effective Date of this Agreement. For an Employee who is on Leave as of the Effective Date of this Agreement, Unum will provide administrative service commencing on the Effective Date.

2.7 Non-Performance. Notwithstanding anything to the contrary herein, Unum shall not be liable for non-performance, errors in Services or delays in the performance of this Agreement to the extent caused by (1) Employer's failure to perform its duties hereunder, or by (2) an Employee's failure to provide Unum with timely and accurate information.

2.8 Unum Obligation. Unum shall perform all duties described in Schedule B.

2.9 Employer Obligation. Employer shall perform all duties described in Schedule C.

3. RECORDS, AUDITS AND DOCUMENTATION

3.1 Records maintenance & retention. Unum will maintain records of Leaves. Unum will retain these records in accordance with the Contract and, to the extent not in conflict with the Contract, Unum's established corporate record retention policy, not to be less than seven (7) years. Unum shall not have any obligation to convert its data or records into a specific format for use by Employer, unless otherwise agreed by the Parties in writing.

3.2 Ownership of Documentation. Employer is the owner of all Documentation, except telephone recordings. Employer at all times during the Term of this Agreement will have the right of reasonable access to all such information in Unum's possession, subject to the terms of this Agreement and applicable privacy laws. Employer, however, has no right to any of Unum's proprietary information or systems.

3.3 Audits [Intentionally deleted]

3.4 Unum use of information. During and after the Term, for purposes of providing the Services, Unum has the right to possess and use such Documentation or Personal

Information. Unum will not use such information for any other purposes without first obtaining any legally required consent of Employees or other Parties unless required to do so by law pursuant to legal action or investigation.

3.5 Use of non-identifiable information.

Unum has the right to use non-Employer identifiable and non-individually identifiable information obtained during Unum's performance of this Agreement for data compilations and reports, including, but not limited to, statistical reports, cost containment analyses, leave studies, and claim studies; this is de-identified, aggregate data.

4. PRIVACY AND INFORMATION SECURITY

4.1 Unum acknowledges and agrees that Confidential Information and Personal Information pertaining to Employees and their dependents, which Employer may provide Unum or which Unum may obtain as a result of performing services for Employer under this Agreement, are confidential.

4.2 Unum shall exercise the same degree of care in protecting the Confidential Information and Personal Information as Unum exercises to prevent disclosure of its own confidential information.

4.3 Unum shall comply with all applicable privacy and data security laws and regulations regarding the Personal Information.

4.4 Unum shall implement and maintain a commercially reasonable, comprehensive written information security program to protect the Personal Information. Unum's information security program shall include reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of the Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any person. At Employer's request, Unum shall provide documentation to support the sufficiency of its information security program.

4.5 If Unum becomes aware of a "Security Incident", it shall:

- a. to the extent permitted by law and/or law enforcement officials, promptly notify the Employer of the Security Incident;
- b. provide, to the best of its knowledge at the time, a description of what happened and identify the types of Personal Information involved in the Security Incident;
- c. take all necessary steps to remedy the circumstances that may have permitted the Security Incident to occur; and
- d. take all steps required by applicable law or regulation to minimize or mitigate the risk of harmful or potentially harmful effects resulting from the Security Incident.

5. UNUM FEES AND CHARGES

5.1. **Fees.** During the Term, Employer will pay Unum for its Services the fees indicated in Schedule A of this Agreement and Exhibit A of the Contract.

5.2 **Payment.** Payment of all fees and charges is due Unum as specified in the Contract.

5.3 **Additional Services.** Both Parties recognize that, from time to time, Employer may request that Unum perform consulting and/or technical services relating to FMLA and State Leave Law requirements, which services are not specifically contemplated by **Schedule B** of this Agreement ("Additional Services"). If Unum agrees to provide such Services, then Unum and Employer will agree on the rate to be charged by Unum for these Additional Services. Unum shall bill Employer for the actual cost of any outside expenses incurred by Unum in the course of providing Employer these Additional Services. Such amounts will be billed separately from the **Administration Charges**.

6. INDEMNIFICATION

6.1 **Indemnification by Unum.** [Intentionally deleted]

6.2 **Indemnification by Employer.** [Intentionally deleted]

6.3 **Indemnification by Employer.** [Intentionally deleted]

6.4 **TLS/E-mail Security.** [Intentionally deleted]

6.5 Procedure for Indemnification.
[Intentionally deleted]

7. LEGAL ACTIONS AND PROCEEDINGS

7.1 Defense. [Intentionally deleted]

7.2 Intervene. Intentionally deleted]

7.3 Cost. [Intentionally deleted]

7.4 Notice. [Intentionally deleted]

7.5 Settlement. [Intentionally deleted]

8. DISPUTE RESOLUTION

8.1 Representative. [Intentionally deleted]

8.2 Arbitration. [Intentionally deleted]

8.3 Breach. [Intentionally deleted]

8.4 Dispute. [Intentionally deleted]

8.5 Waiver. [Intentionally deleted]

9. EFFECTIVE DATE AND TERMINATION

9.1 Effective Date. [Intentionally deleted]

9.2 Right to terminate. [Intentionally deleted]

9.3 Obligations post termination notice. In the event of termination, Employer shall notify Employees of the termination and that Leaves incurred or requested after the termination date should not be submitted to Unum.

9.4 Run out Leaves following termination. At termination, administration of open Leaves ceases. Employer will be responsible for any additional charges for continued administration of open Leaves if said continued administration is requested by Employer and agreed to by Unum. If requested by Employer and agreed to by Unum, Unum will administer run-out Leaves which were reported before the termination date for a period of ninety (90) days.

9.5 Record transfer upon termination. When this Agreement terminates, Unum will transfer to Employer (or to a person that Employer designates) current eligibility information for open Leaves, pending Leaves, and Leaves closed within one (1) year prior to

Agreement termination. If Employer requests that Unum transfer data in a format other than Unum's then-current standard format, Employer will be responsible for the actual and reasonable costs associated with creating and transferring non-standard compilations of data. If Employer requests Leave files or records other than those described herein, or required to be delivered by Unum under the Contract, Employer will be responsible for the actual and reasonable costs associated with creating and transferring such additional records.

9.6 Provisions surviving termination.
[Intentionally deleted]

10. MODIFICATION OF EMPLOYER'S POLICIES AND PROCEDURES ON FMLA AND STATE LEAVES

10.1 Employer policy modification. Employer shall notify Unum in writing of any modification or amendment, occurring or effective after the Effective Date of this Agreement, to its usual and customary practices regarding the terms of and/or the applications of FMLA and State Leave Laws to its Leave of Absence policies and shall provide Unum with a copy of any such modification or amendment. Such communication shall also set forth the Effective Date of the modification or amendment.

10.2 Services after modification.
[Intentionally deleted]

11. GENERAL PROVISIONS

11.1 Notice. Notices under this Agreement must be in writing and sent in accordance with the Contract.

11.2 Entire agreement. This Agreement (including any schedules, addenda, attachments or amendments), together with the Contract (including any schedules, addenda, attachments or amendments) is the entire agreement between the Parties with respect to its subject matter. In the event of any conflict between the terms and conditions of this Agreement and any other exhibit of the Contract, such other exhibit will control.

11.3 Severability. If any provision of this Agreement is determined to be invalid, that invalidity will not nullify any other provision.

11.4 Amendment. [Intentionally deleted]

11.5 Independent contractor status & lack of agency. Unum acts solely as an independent contractor under this Agreement. Neither Unum nor Employer will have any power or authority to act for or on behalf of the other, except as expressly granted in this Agreement.

11.6 Subcontracting. [Intentionally deleted]

11.7 No third-party beneficiaries. Nothing in this Agreement is intended to give or gives any non-Party, including an Employee, any right, claim or cause of action against Employer or Unum or their respective directors, officers, agents or employees.

11.8 Governing. This Agreement is governed by, and construed in accordance with, the laws of the State of Texas exclusive of conflicts of law provisions.

11.9 Employer Policies. Unum shall have no power or authority on behalf of Employer to alter, modify or waive any Leave of Absence policy of the Employer or to waive on behalf of Employer any breach of any such policies or procedures, or to bind Employer or to waive any of Employer's rights by making any statement or by receiving at any time any notice or information.

11.10 Assignment. [Intentionally deleted]

11.11 This Agreement shall be construed in accordance with its plain meaning, without giving any effect to any implication or inference arising from the fact that it may have been drafted by or on behalf of any Party to this Agreement.

11.12 Force Majeure. [Intentionally deleted]

11.13 Scanned Documents & Electronic Signatures. Electronic signatures by duly authorized signatories of the Parties are valid. Each Party may scan and electronically preserve this Agreement and all other documents related to this Agreement. All documents that have been scanned and stored by a Party are treated as original documents for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, by and through their representative thereunto duly authorized, on the date or dates indicated with the signatures below.

Unum: Unum Group

By: Paul J. Keenan PAUL J. KEENAN

Title: AVP. ABSENCE MANAGEMENT CENTER

Dated: 2/17/2020

Employer: Capital Metropolitan Transportation Authority

By: Jerry Johnson

Title: Director People Culture

Dated: 2/18/2020

Doc. # 1121577

SCHEDULE A

FEES for SERVICES

Monthly Administration Charge

Employer shall pay Unum a monthly charge equal to [REDACTED] times the number of Employees employed by the Employer as of the first day of each month.

SCHEDULE B

UNUM DUTIES

- A. Administer FMLA and State Leaves.
- B. Will not administer vacation, personal, PTO or sick days.
- C. Align account representatives to administer and service Employer's account under this Agreement.
- D. Perform integrated Leave intake services by creating an employee file upon request for Leave.
- E. Determine eligibility of Employee based on Employer provided information. Provide Eligibility Notice pursuant to Section 825.300(b) of the federal Family and Medical Leave Act.
- F. Provide Rights and Responsibilities Notice pursuant to Section 825.300(c) of the federal Family and Medical Leave Act.
- G. Analyze each Leave request in accordance with Federal and State Leave laws and pursuant to the instructions and directions provided by the Employer.
- H. Advise Employer and Employee whether or not the Employee qualifies for Leave under Federal or State Leave laws. Provide Designation Notice pursuant to Section 825.300(d) of the federal Family and Medical Leave Act based on information provided by Employee or Employer.
- I. Review the status of each Employee's eligibility and/or entitlement for a Leave of Absence at appropriate intervals during a Leave of Absence (as appropriate under applicable federal and state law) and determine whether the Employee continues to be eligible for and/or entitled to a Leave of absence.
- J. Notify Employer in writing whenever Unum's recommendation regarding an employee's Leave needs Employer review and approval under the terms of this Agreement. The written notice, to be provided to Employer, shall contain Unum's analysis of the Leave, and a recommendation for resolution. Unum will comply with Employer's directions.
- K. Determine availability of Leave time.
- L. Respond to Employer or Employees inquiries and provide follow-ups.
- M. Collect, review and validate certification, documentation and other necessary paperwork.
- N. Involve clinical advisory review when necessary.
- O. Recertify Leave periods as appropriate or as allowed by law.
- P. Confirm Return to Work (RTW) in coordination with Unum's disability programs.
- Q. Provide e-mail notification of Leave requests and status updates based upon adequate Employer contact data.
- R. Provide exhaustion notification to Employee and/or Employer.
- S. Unum will provide Leave of Absence reporting on open and closed leaves administered through the Services of this Agreement.
- T. Load Historical Data received via an acceptable electronic format.
- U. Takeover Existing Leaves received via an acceptable electronic format.

- V. Update Exhibit A as necessary in light of new amendments to FMLA and State Leave Laws and applicable regulations, and newly enacted State laws and regulations that require Leaves of Absence for personal reasons that are substantially similar to the FMLA and State Leave Laws listed in Exhibit A.
- W. As requested in writing by Employer, conduct investigations into potential fraudulent Leaves of Absence.

SCHEDULE C

EMPLOYER DUTIES

- A. Provide accurate and updated demographic and employment information on a regular eligibility feed; including but not limited to work schedules, worksite states and hours worked in the past twelve (12) months for all employees.
- B. Provide accurate and updated contact information for all designated employer contacts to receive email updates.
- C. Designate personnel within Employer to be responsive contact points for the Leave Management Center. Contact points should be able to confirm information, interpret corporate Leave of Absence Policies, and make decisions regarding requested Leaves within a reasonable time period after any request by Unum.
- D. Advise Unum that all Employer worksites actually are or should be considered eligible locations with 50 employees within a 75-mile radius and that all worksites, current and future, shall remain eligible locations.
- E. Provide accurate and complete Historical Data in an acceptable electronic format.
- F. Provide accurate and complete Existing Leaves in an acceptable electronic format.
- G. Provide Workers' Compensation status updates immediately so that Unum can deliver required notices.
- H. Provide copies of the Employer's Leave of Absence Policies, including amendments or revisions, as may reasonably be required for Unum to fulfill its obligations under this Agreement.
- I. In order for Unum to manage Leaves when Employer is unable to provide required information, Employer shall agree that information provided by Employee during intake is accurate unless or until informed differently by the Employer.
- J. Notify Unum in writing when Employer concludes that Unum is not administering the Leave of Absence policies of the Employer in accordance with federal and state regulations or in accordance with the instructions and interpretations of law that the Employer has provided to Unum. After receipt of such notice Unum shall review all subsequent determinations in accordance with regulations, as agreed to by the parties.
- K. For all employer authorized second and third opinions, the Employer must pay the costs incurred by Unum to perform its obligations hereunder.
- L. Notify Unum of any known discrepancies in data provided by Unum.
- M. Notify Unum promptly of any failure by an Employee to meet the scheduled return to work date, changes to return to work date or changes in employment status.
- N. Communicate all responsibilities and requirements for Leave requests and administration to employees in an effective and timely manner.
- O. Notify Unum of operational shutdowns of one week or more and provide accurate holiday schedules annually. If holiday schedules are not provided to Unum for management, either direct Unum annually that there are no applicable holidays or internally manage holidays for employees on leave by evaluating the impact of holidays on leave availability prior to considering employment or disciplinary action due to exhaustion of leave protections.
- P. For all Employer authorized investigations into potentially fraudulent activity, pay the costs incurred by Unum to perform its obligations hereunder as well as all additional fees billed per investigation. Such amounts shall be billed separately from the Administration Charges.

Q. Notify Unum if Employer is in receipt of conflicting approved or denied data prior to making any termination decision.

Exhibit A -1

FEDERAL UNPAID LEAVE LAW STATUTES AND REGULATIONS

STATE	STATUTES	REGULATIONS
FEDERAL FMLA	29 U.S.C. §§ 2601 et seq.	29 C.F.R. Part 825

STATE UNPAID LEAVE LAW STATUTES AND REGULATIONS

STATE	STATUTES	REGULATIONS
ALABAMA	Victim of Crime, AL Code §15-23-81	N/A
	Election Official, AL Code §17-8-13	N/A
ALASKA	Victim of Crime, AK Statutes §12.61-017	N/A
ARIZONA	Victims' Rights, ARS § 13-4439 & A.R.S. § 8-420	N/A
ARKANSAS	Bone Marrow or Organ Donation, ACA§ 11-3-205	N/A
	Victim of Crime, ACA §16-90-1105	N/A
CALIFORNIA	California Family Rights Act (CFRA), CA Gov. Code §§ 12945.1 - 12945.2 ("CFRA")	Cal. Code of Regs. §§ 7297.0 -7297.11
	Leave to Participate in School Activities, CA Labor Code § 230.8	N/A
	Leave to Appear In School Disciplinary Matters, CA Labor Code § 230.7	N/A
	Victim and Witness Leave, CA Labor Code § 230, 230.1, 230.2, 230.5	N/A
	Emergency Duty, CA Labor Code § 230.0	N/A
	Volunteer Firefighter, CA Labor Code § 230.4	N/A
	Family/Military, Military and Veterans Code § 395.10	N/A
	Civil Air Patrol, CA Labor Code §§ 1500 - 1507	N/A
	Emergency Personnel Training, CA Labor Code 230.4	N/A
	Leave for Domestic Violence, CA Labor Code § 230.1	N/A
	Pregnancy Disability Leave (PDL), CA Gov. Code § 12945	Cal. Code of Regs. §§ 7291.2 -7291.16
COLORADO	Civil Air Patrol Leave, CRS §§ 28-1-102, 28-1-103, 28-1-105	N/A
	Victim of Domestic Violence, CRS. § 24-34-402.7	N/A
	Volunteer Firefighter, CRS §§31-30-1131; 31-30-1102	N/A
	Qualified Volunteer, CRS §§ 24-32-2202, 24-32-2226	N/A
	Family Care, CRS §8-13.3-2	N/A
CONNECTICUT	Family and Medical Leave, CT Gen. Stat. §§ 31-51kk - 31-51 qq	Regulations of Connecticut State Agencies, §§ 31-51qq-1-31-51qq-48
	Leave for Victims of Family Violence, CT Gen. Stat. § 31-51ss	N/A
	Employment Protection for witness and victims of crime, CT Gen. Stat. § 54-85b	N/A
	Volunteer firefighter or ambulance service member, CT Gen. Stat. § 7-322c	N/A
	Election Official Municipal/State, CT Gen. Stat. §31-51l	N/A
	Election Official General Assembly, CT Gen. Stat. §2-3A	N/A
	Fair Employment Practices, CT Gen Stat. § 46a-51, 46a-60	Regulations of Connecticut State Agencies, § 46a-54-120-46a-54-207
DELAWARE	Victim of Crime,	N/A

STATE	STATUTES	REGULATIONS
	DE Code Ann., Title 11 §§9401, 9409	
	Volunteer Emergency Responder Job Protection, DE code 19-1801 et seq.	N/A
	Election Official, DE Code, Title 15 §4709	N/A
DISTRICT OF COLUMBIA	Family and Medical Leave, DC Code 1981 §§ 32-501 – 32-517	DC Mun Regs CDCR 4-1600 – 4-1609, 4-1699
	Parental Leave, DC Code 1981 §§32-1201-32-1206	N/A
FLORIDA	Victim Leave, FSA § 741.313	N/A
	Witness Leave, FSA § 92.57	N/A
GEORGIA	Court Appearance and Jury Duty Leave, O.C.G.A 34-1-3	N/A
	Family Leave, HRS §§ 398-1 – 398-29	N/A
HAWAII	Organ, Bone Marrow or Peripheral Blood Stem Cell Donation HRS § 21-1	N/A
	Witness Leave, HRS §621.10.5	N/A
	Victim's Leave, HRS §§ 378-71 – 378-74(B)	N/A
	Anti-Discrimination, HRS §§ 378-1, 378-2	Hawaii Administrative Code §§ 12-46-106 – 12-46-108 (Pregnancy)
	School Visitation Rights Act, 820 ILCS 147/10	N/A
ILLINOIS	Victims' Economic Security and Safety Act, 820 ILCS 180	N/A
	Family Military Leave Act, IL LEGIS Public Act 94-589, 820 ILCS 151	N/A
	Civil Air Patrol Leave Act, Public Act 095-0763 820 ILCS 148	N/A
	Emergency Worker Job Protection Act, 50 ILCS 748/1	N/A
	Election Official, 10 Ill Comp. Stat. §5-13-2.5	N/A
	Child Bereavement, Public Act 099-0703	N/A
	Employee Blood Donation Leave Act, 820 ILCS. 149; Public Act 094-0033	N/A
INDIANA	Volunteer Emergency Services, IN Legis. Serv. P.L. 43-2005; IN Code §§ 36-8-12-10.7, 36-8-12-10.9, 36-8-12-2	N/A
	Military Family Leave Act, IC 22-2-13,	N/A
	Civil Air Patrol, IC 10-16-19-2	N/A
	Witness Leave, IN Code 35-44-3-11.1	N/A
IOWA	Election Official, IA Code §§55.1, 55.3	N/A
	Witness Leave, IA Code §915.23	N/A
	Volunteer Emergency Services Job Protection Act, IA CODE § 100B.14	N/A
	Drinking Drivers Course Leave, IA Code §321J.22(3)	N/A
	Veterans' Day Leave, IRC Title III, 2-91A.5A	N/A
	Civil Rights Act, IA Code §§ 216.2, 216.6 161	161 IA Admin. Code § 8.55 (Pregnancy)
KANSAS	Victims Leave, KSA §§ 44-1131-1132	N/A
	Volunteer Firefighter Leave, KSA 44-131; 44-313; 65-6112	N/A
	Anti-Discrimination, KSA §§ 44-1002, 44-1009	Kan. Admin. Regs. §21-32-6 (Pregnancy)
KENTUCKY	Adoption Leave, KRS § 337.015	N/A
	Witness Leave, KRS §337.415	N/A
	Emergency Response Leave, KRS § 337.100	N/A
	Election Official, KY RS §118.035(4)	N/A
LOUISIANA	School and Day Care Conference and Activities, LRS § 23:1015.2	N/A
	Leave for Veteran Appointments; RS §23:31	N/A
	Volunteer First Responders, LRS §1017.1 – 1017.6	N/A
	Anti-Discrimination, LRS, Title 23, §§ 341-343	N/A
MAINE	Family Medical Leave, MRS 26 §§ 843-848	N/A

STATE	STATUTES	REGULATIONS
	Employment Leave for Victims of Violence, MRS 26 §850	N/A
	Volunteer Firefighters Leave, MRS 26 § 809	N/A
	Family Military Leave, MRS 26 § 814	N/A
	Extreme Public Health Emergency Leave, MRS 26 §875	N/A
	Election Official, ME RS Title 26, Ch 7, §821	N/A
MARYLAND	Volunteer Activities Leave, MD Code Labor § 3-703	N/A
	Victim and Witness Leave MD Code Ann. Criminal Procedures §§ 11-102, 302; MD Code Courts & Judicial Proc. § 9-205	N/A
	Civil Air Patrol Leave, MD Code Labor §§ 3-1001-3-	N/A
	Parental Leave, MD Code, Labor & Employment, §3-103(i) and 3-1201-3-1211	N/A
	Family Military, MD Ann. Code Labor § 3-803	N/A
MASSACHUSETTS	Parental Leave, MA Gen. Laws, Ch. 149, Mass. Gen. Laws, §§ 105D	Code of MA Regulations, Title 804, §§ 3.01(8), 8.01
	Family and Medical Leave, (Small Necessities) MA Gen. Laws, Ch. 149, § 52D	Code of MA Regulations, Title 940, §§ 20.00 – 20.05
	Volunteer Firefighters, MA Gen. Laws, Ch. 149 § 177B	N/A
	Victims' and Witnesses' Rights, MA Gen. Laws, Ch. 258B, §§ 1, 3(1); MA Gen. Laws 268-14B	N/A
	Victim of Crime Leave, MA Gen. Laws, Ch 149:52E	N/A
	Small Necessities Leave, MA Gen. Laws, 149:52D	N/A
	Veterans' Day Leave, MA Gen. Laws Part I, Title XXI, Ch 149:52A1/2	N/A
MICHIGAN	Crime Victim's Rights Act, MI ST §780.762	N/A
	Civil Air Patrol, Public Act 75'16	N/A
MINNESOTA	Parenting Leave for Pregnancy, Birth or Adoption, MSA §§ 181.940 – 181.944	N/A
	Parenting Leave for School Conference & Activities, MSA § 181.9412	N/A
	Domestic Abuse Act, MSA § 518B.01	N/A
	Crime Victims' and Witnesses' Rights, MSA §§ 611A.01 & 611A.036	N/A
	Harassment Victim Leave, MSA § 609.748	N/A
	Leave for Family members of military personnel, MSA § 181.947	N/A
	Leave to Attend Military Ceremonies, MSA § 181.948	N/A
	Leave for Civil Air Patrol Service, MSA § 181.946	N/A
	Quarantine Leave, MN Stat §144.4196	N/A
	Election Official, MN Stat §202A.135	N/A
MISSISSIPPI	Victim's Rights Leave, MCA § 99-43-45	N/A
MISSOURI	Civil Air Patrol, MRS § 41.1000	N/A
	Victims and Witnesses Rights, MRS § 595.209	N/A
	Emergency Response Leave, MRS § 320.336	N/A
MONTANA	Victim's Rights Leave, MCA §46-24-205(3)	N/A
	Emergency, MCA 10-1-1002, 10-1-1003, 10-1-1005, 10-1-1007, 10-1-1009 2016 SB 195	N/A
	Maternity Leave, MCA §§ 49-2-310, 49-2-311 (Pregnancy)	Administrative Rules of MT, §§24.9.1201-24.9.1207 (Pregnancy)
NEBRASKA	Family Military Leave, NRS § 55-503	N/A
	Emergency Responders, NRS 35-1403, 35-1406 & 35-1407	N/A
	Election Official, NE RS §32-241	N/A
NEVADA	School Visitation Leave, NRS § 392.920; §394.1795	N/A
	Volunteer Ambulance Driver and Attendants, NRS § 450B.860; Volunteer Firefighters, NRS § 475.115	N/A
	School Activities Leave, NRS § 392.4577; § 394.179	N/A

STATE	STATUTES	REGULATIONS
	Witness Leave, NRS § 50-070	N/A
	Court Appearance with Child Leave, NV RS §62D.130	N/A
	Election Official, NV RS 218A.300, 218A.310	N/A
NEW HAMPSHIRE	Veterans' Day Leave, NHRS § 115-A:29	N/A
	Crime Victim Employment Leave, NH RSA § 275:61-65	N/A
	State of Emergency Leave, NH RSA § 275:66	N/A
	Anti-Discrimination, NH RSA § 354-A:1, A:2, A:6, A:7(VI) (Pregnancy)	N.H. Admin. Rules, Hum § 401.01, 401.03, 401.04, 406.01 – 406.04
NEW JERSEY	Family Leave Act, NJ RS §§ 34:11B-1 – 34:11B-16	N.J. Admin. Code §§ 13:14-1.1 – 13:14-1.16
	Employment Protection for Volunteer Emergency Responder, NJ Statutes §§ 1,2-C.40A:14-213 & 40A:14-214, §3	N/A
	Security and Financial Empowerment Act (NJ SAFE), NJ Rev. Stat. 34:11C	N/A
NEW MEXICO	Volunteer Emergency Responder, NMSA § 12-10C-1 et seq.	N/A
	Victims of Domestic Violence § NMSA 50-4A-1 et seq.	N/A
	Caregiver Leave Act, NMSA Ch 10 1978	N/A
NEW YORK	Bone Marrow Donation Leave, NY Labor Law, Volume 20, Article 7, § 202-a	N/A
	Witness or Victim Leave, NY CLS Penal § 215.14	N/A
	Blood Donation Leave, NY Labor Law § 202-j	N/A
	Volunteer Emergency, NY Labor Law § 202-L	N/A
	Military Spouses Leave, NY Labor Law § 202-l	
NORTH CAROLINA	Leave for Parental Involvement in Schools, NCGS § 95-28.3	N/A
	Victims of Domestic Violence, NCGS §§ 50B-1, 50B-5.5	N/A
	Leave for Volunteer Emergency Personnel, NCGS § 166A-4, § 166A-17	
NORTH DAKOTA	Witness and Jury Duty Leave, ND Century Code 27-09.1.17	N/A
	Volunteer Emergency, ND Century Code 37-29-1 – 37-29-4	N/A
OHIO	Fair Employment Practice Law, ORC, Title 41, §§ 4112.01, 4112.02	Ohio Admin. Code, §§ 4112-5-02, 4112-5-05(G) (Pregnancy)
OHIO	Leave for Volunteer Emergency Personnel, ORC § 4113.41	N/A
	Family Military Leave, ORC §§ 5906.01 – 5906.03, 5906.99	N/A
	Leave to Attend Court Proceedings, ORC §§ 239.121, 2945.451, 2151.211	N/A
	Victim's Rights Leave, ORC § 2930.18	N/A
OREGON	Family Leave Act (OFLA), ORS §§ 659A.150 – 659A.186	OR ADC §§ 839-009-0200 – 839-009-0320
	Witness Leave, ORS § 659A.236	N/A
	Leave due to domestic violence, sexual assault or stalking, ORS §§ 659A.270-659A.285	OR ADC 839-009-0325 – 839-009-0365
	Military Family Leave Act, ORS §§ 659A.090-659A.099; OR Admin Rules, §§ 839-009-0200–839-009-0320	N/A
	Leave to Attend Criminal Proceedings, ORS, §§ 659A.190-659A.198	N/A
	Court Appearance with Child Leave, OR RS §419C.306	N/A
	Election Official, OR RS 171.122	N/A
Volunteer Firefighter Emergency Leave, ORS § 476 -574	N/A	

STATE	STATUTES	REGULATIONS
	Veterans' Day Leave, ORS 408.225, 408.495	N/A
OREGON	Emergency Service Worker Law, Search and Rescue Volunteer Leave, ORS 404-250	N/A
PENNSYLVANIA	Victim and Witness Leave, 18 PA C.S. § 4957	N/A
	Volunteer Firefighter Leave, PA Consolidated Statutes 35-7421 - 35-7425	N/A
RHODE ISLAND	Parental and Family Medical Leave Act, Vol. 5 of RI Gen. Laws, §§ 28-48-1-28-48-12	Code of RI Rules, Rule 16-000-005
	Court Appearance, RI Gen. Laws 9-1-54	N/A
	Parental and Family Medical Leave Act (School Involvement Leave), RI & FMLA, RI ST §28-48-12	N/A
	Victim's Economic Security and Safety (Victim's Rights), RI ST § 12-28-13	N/A
	Family Military Leave Act, RI en. Laws §§ 30-33-1-30-33-6	N/A
	Victims of Domestic Abuse (Victim's Right), RI Law § 12-28-10	
	Volunteer Firefighter and Emergency Technician Leave, RI General Laws 28-5-43	N/A
SOUTH CAROLINA	Volunteer Firefighter and Emergency Medical Services Personnel Job Protection Act, SCCA § 6-11-1460	N/A
	Victims and Witness Leave, SCCA § 16-3-1550	N/A
	Quarantine Leave, SC Code §44-4-530	N/A
SOUTH CAROLINA	Bone Marrow Donor Leave, SCCA § 44-43-80	N/A
SOUTH CAROLINA	Human Affairs Law, SCCA §§ 1-13-10, 1-13-20, 1-13-30, 1-13-80	Human Affairs Commission Rules and Regulations, §§ 65-1, 65-30
SOUTH DAKOTA	Election Official, SD Code §2-4-1.1	N/A
TENNESSEE	Volunteer Rescue Squad, TN ST § 4-21-401	N/A
	Volunteer Firefighters, TN ST § 50-1-307, 309	N/A
	Leave for Adoption, Pregnancy, Childbirth and Nursing, TCA § 4-21-408	Rules and Regulations of the State of TN. §§ 1500-1-.01-1500-1-.11 TN ADC 1120-6-.20
TEXAS	Emergency Evacuation Leave, TCA § 22.001et seq.	N/A
	Witness Leave, TX Labor Code Annotated §52-52.051	N/A
	Election Official, TX Stat §161.007	N/A
VERMONT	Parental and Family Leave, 21 VSA Ch. 5, §§ 470 - 474	N/A
	Short-Term Family Leave, 21 VSA § 472a	N/A
	Town meeting Leave, 21 VSA § 472b	N/A
	Victim Leave, 13 VSA § 5313	N/A
	Witness Leave, VSA § 21-499(b)	N/A
	Election Official, VT Stat Title 21 §496	N/A
VIRGINIA	Victims Leave, Code of VA, § 40.1-28.7:2	N/A
	Court Appearance, Code of VA, 18.2-465.1	N/A
	Election Official, Code of VA §24.2-118.1	N/A
WASHINGTON	Family Leave, RCW 49.78.010 et seq.	N/A
	Leave for Volunteer Firefighters, Reserve Officers or Civil Air Patrol Members, West's RCW. § 49.12.460	N/A
	Domestic Violence Leave, RCW 49.76.010-49.76.900	N/A
	Military Family Leave Act, RCW 49.77.010-49.77.030	N/A
	Law Against Discrimination, RCW §§ 49.60.010 - 49.60.040	Resolutions adopted by Human Rights Commission, §162-30-010 - 162-30-020

STATE	STATUTES	REGULATIONS
		WAC §§162-16-200 (Employment) WAC §§ 162-30-010 – 162-30-020 (Pregnancy)
WEST VIRGINIA	Volunteer Emergency Duty Leave (Emergency Medical Service Personnel), WV Code §§ 21-5-17, 21-5-18	N/A
	Election Official, WV Code§6-5-12	N/A
WISCONSIN	Family or Medical Leave, WS, § 103.10	WAC DWD §§ 225.001 – 225.22
	Donation Leave, WS § 103.11	N/A
	Civil Air Patrol Service, WS 321.66	N/A
	Leave for Volunteer Firefighter, Emergency Medical Technician, First Responder or Ambulance Driver, WS§ 103.88	N/A
	Witness Leave, WS Stat § 103.87	N/A
	Election Official, WI Stat §7.33	N/A
WYOMING	Victim and Witness Rights, WSA § 1-40-209(a)	N/A

Exhibit A -2

PAID LEAVE LAW STATUTES AND REGULATIONS ACCRUED PAID LEAVE LAW STATUTES AND REGULATIONS

STATE	STATUTES	REGULATIONS
CALIFORNIA	Kin Care Leave, CA Labor Code §233, 234	N/A
ILLINOIS	Employee Sick Leave, Public Act 099-0841	N/A
MAINE	Family Sick Leave, MRS 26, §636	N/A
MARYLAND	Leave for Illness of Immediate Family, MD Code Labor § 3-802	N/A
MINNESOTA	Sick Leave Relative (Sick Leave Benefits-Care for Relatives) MN ST §181.9413	N/A
OREGON	Bone Marrow Donation Leave, ORS §659A.312	N/A
WASHINGTON	Family Care Act, RCW §§49.12.265-49.12-295; WAC 296-130-010-010-296-134-090	N/A

EMPLOYER PAID STATE LEAVE LAW STATUTES AND REGULATIONS

STATE	STATUTES	REGULATIONS
CALIFORNIA	Paid Donor Leave, Michelle Maykin Memorial Donation Protection Act, CA Labor Code §§1508-1513	N/A
LOUISIANA	Bone Marrow Donor Leave, LRS § 40:1299.124	N/A
MINNESOTA	Bone Marrow Donation Leave, MSA § 181.945	N/A

Exhibit A -3

PAID AND UNPAID LEAVE LAW STATUTES AND REGULATIONS OPTIONALLY PURCHASED

MUNICIPALITY	STATUTES	REGULATIONS
MIAMI-DADE CO.	Domestic Violence, Legislative File No. 990163, Chapter 11A, Article VIII, §§ 60-67	N/A
	Family Leave, Legislative File No. 990163, Chapter 11A, Article V, §§ 29-33	N/A
PHILADELPHIA	Domestic Violence, Sexual Assault or Stalking, PA Consolidated Statutes 35-7421 – 35-7425	N/A
CONNECTICUT	Paid Sick Leave, Public Act 11-52, Effective 1/1/12 (Employer must notify Unum if they are a covered employer under this law and If they want Unum to administer)	N/A
DISTRICT OF COLUMBIA	Employee Sick leave, DC Code §32-131.023	N/A
RHODE ISLAND	Temporary Caregiver Insurance,	N/A

MUNICIPALITY	STATUTES	REGULATIONS
	RI Statutes 28-41-34 et seq. (tracking only)	

