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DIVISION OF INSURANCE

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COMMISSIONER OF INSURANCE

Filing Guidance Notice 2019 – I
Accident and Sickness Insurance

TO: All Carriers Offering Individual and Group Disability Policies (“Carriers”)

FROM: Kevin Beagan, Deputy Commissioner
Kevin Beagan

DATE: September 16, 2019

RE: Guidelines for Interim Use of Declarations of Insurance for Paid Family and Medical Leave

The purpose of this notice is for the Division of Insurance (“DOI or “the Division”) to provide guidance as Carriers look to develop paid family and medical leave products that may be offered to employers to satisfy coverage standards established by the Department of Family and Medical Leave (“DFML”) in order to meet the coverage requirements of M.G.L. c. 175M and 458 CMR 2.00. The DOI has worked closely with the DFML to develop this guidance that will explain how to file products with the Division so that the DFML may be made aware that Carriers have satisfied DFML standards.

Declaration of Insurance

DFML will consider a Carrier-issued Declaration of Insurance as acceptable proof of family and medical leave coverage consistent with DFML standards provided that:

- (1) Carriers use the appropriate Declaration of Insurance that is included in the attached Appendices to this Notice; and
- (2) Carriers develop and submit to the DOI a Paid Family and Medical Leave policy form filing consistent with those DFML standards that are identified in an upcoming Policy Guidance Notice to be issued by the DOI.

The standards for filing a Paid Family Medical Leave product will be set forth in an upcoming Filing Guidance Notice.

Form Filings

Carriers are instructed to submit proposed Declaration of Insurance forms to the DOI via the System for Electronic Rate and Form Filing ("SERFF"), under the H21 Health-Other Type of Insurance and the H21.000 Health-Other Sub-Type of Insurance. The Division's Policy Form Review Unit has developed an expedited review process for Carriers who wish to use Declaration of Insurance forms for use prior to the development of final Paid Family and Medical Leave policy forms.

The filing must be made via SERFF and include:

- (1) a Filing Description field beginning with the phrase "PAID FAMILY AND MEDICAL LEAVE DECLARATION OF INSURANCE";
- (2) a signed certification that the described materials are identical to what is in either Appendix A-1, Appendix A-2 or Appendix A-3 to this Filing Guidance Notice, except for the addition of insurance company-specific name, form identifier, and policyholder name;
- (3) a statement that the Carrier will submit a Paid Family Medical Leave policy form filing within 60 days following the DOI's issuance of an upcoming Policy Filing Guidance defining the contents of an acceptable Paid Family Medical Leave Policy and
- (4) a filing fee of \$75 as required for a form filing.

Acknowledgement of Declaration of Insurance Filings

The DOI will review all Declaration of Insurance form filings to ensure filings are consistent with the requirements of this Notice. If no revisions or amendments are necessary, the DOI will acknowledge the filing in SERFF and notify the DFML.

Contact

Any questions about this Filing Guidance Notice should be directed to Sheri Cullen, Director of Policy Form Review, at (617) 521-7359 or to Sheri.Cullen@mass.gov.

Appendix A-1

Insurance Declaration Document:

Massachusetts Paid Family and Medical Leave Insurance Coverage

The purpose of this declaration is to provide documentation of insurance coverage commencing on or before January 1, 2021 to support a request for private plan exemption from the Massachusetts Department of Family and Medical Leave (DFML) for the provision of paid leave benefits under M.G.L. c. 175M.

1. Employer's Name, Address, and Contact

[name of employer]
[address]

Contact: [name]
[email address]
[phone number]

2. Insurance Coverage to comply with M.G.L. c. 175M, the applicable regulations at 458 CMR 2.00, and guidelines promulgated and published by the DFML to clarify procedures, practices, and policies related to M.G.L. c. 175M and 458 CMR 2.00 (collectively referred to as "MA PFML Law"), to be provided by:

[name of insurer]
[address]

Contact: [name]
[email address]
[phone number]

Policy Number: [insert]

3. Effective Date of Insurance Coverage:

- a. No later than January 1, 2021 for the following paid leaves:
 - i. Leave for covered individuals who are unable to work due to their own serious health conditions;
 - ii. Leave for covered individuals to bond with a child during the first 12 months after the child's birth, adoption, or foster care placement;
 - iii. Leave for covered individuals for qualifying exigency arising out of the fact that the covered individual's family member is a current member of the Armed Forces;
 - iv. Leave for covered individuals to care for a family member who is or

was a member of the Armed Forces and who require medical care as a result of an illness or injury related to the family member's active service.

b. No later than July 1, 2021, for the following paid leave:

i. Leave for covered individuals to care for a family member with a serious health condition.

4. Certification by Insurer and Employer: Issuance of Policy

The Employer and the Insurer agree that the Insurer will provide insurance coverage to the Employer's covered individuals for benefits under the MA PFML Law. The Insurer agrees that policy forms must be filed with the Massachusetts Division of Insurance (DOI) within 60 days following issuance of the DOI Filing Guidance Notice that identifies the standards and provisions that a PFML policy must contain to be consistent with DFML standards for an acceptable MA PFML policy.

The Employer and the Insurer agree that the insurance policy that is issued will comply with all requirements of the MA PFML Law including but not limited to the requirements listed in this Appendix A-1.

5. Acknowledgement by Employer

The Employer acknowledges and understands if this policy is not in force on January 1, 2021, the Employer will be responsible for MA PFML contributions retroactive to October 1, 2019 and furthermore, the Employer may not collect retroactive contributions from covered individuals to satisfy this requirement.

[Employer]

By its duly authorized representative,

[Name]

[Title]

[Date]

[Insurer]

By its duly authorized representative,

[Name]

[Title]

[Date]

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
1.	ELIGIBILITY/COVERED INDIVIDUAL	<p>Covered Individuals under the policy will include the following individuals who meet the eligibility requirements of the MA PFML Law:</p> <ul style="list-style-type: none"> • All employees providing services in Massachusetts, including full-time, part-time, permanent, temporary, on call, per diem or seasonal employees who meet the eligibility requirements under the MA PFML Law; • former employees for 26 weeks after separation or until re-employed, whichever comes first; • Massachusetts 1099-MISC contract workers, if applicable.
2.	WAITING PERIOD (No benefits payable during the Waiting Period.)	<p>No more than 7 consecutive calendar days</p> <p>No Waiting Period will apply to Family Leave which immediately follows Medical Leave during pregnancy or childbirth.</p>
3.	QUALIFYING REASON AND MINIMUM DURATION: Medical Leave	<p>In a Benefit Year, at least 20 weeks of paid leave for Covered Individuals if they are unable to work due to a serious health condition.</p> <p>Note: No benefits payable during Waiting Period.</p>
4.	QUALIFYING REASONS AND MINIMUM DURATIONS: Family Leave	<ul style="list-style-type: none"> • In a Benefit Year, at least 12 weeks of paid leave for Covered Individuals: <ul style="list-style-type: none"> *To provide care to a family member with a serious health condition; *To bond with a child during the first 12 months after the child's birth, adoption, or foster care placement; and *For a qualifying exigency arises out of the fact that a family member is a current member of the Armed Forces • In a Benefit Year, at least 26 weeks of paid leave for Covered Individuals to care for a family member who is or was a covered service member of the Armed Forces and who requires medical care as a result of an illness or injury related to the family member's active service. <p>Note: No benefits payable during Waiting Period.</p>
5.	MINIMUM COMBINED DURATION FOR MEDICAL AND FAMILY LEAVE	In a Benefit Year, at least 26 weeks in the aggregate of Paid Family and Medical Leave.
6.	DEFINITION OF FAMILY MEMBER	Family member is defined as the spouse, domestic partner, child, parent, or parent of a spouse or domestic partner of the covered individual; a person who stood <i>in loco parentis</i> to the covered individual when the covered individual was a minor child; or a grandchild, grandparent or sibling of the Covered Individual.
7.	DEFINITION OF CHILD	Child is defined as the biological child, adopted child, foster child, step child, a child to whom the covered individual stands <i>in loco parentis</i> , a person to whom the covered individual stood <i>in loco parentis</i> when the person was a minor child or a child of whom the covered individual had legal guardianship regardless of age or dependency status.

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
8.	INTERMITTENT AND REDUCED LEAVE SCHEDULE	<p>The Policy allows for leave to be taken intermittently or on a reduced schedule leave in accordance with the requirements of the MA PFML Law.</p> <p>Intermittent or reduced schedule leave may be taken, if medically necessary:</p> <ul style="list-style-type: none"> • To care for a family member's serious health condition; • To care for a family member who is a covered service member; and • For the Covered Individual's own serious health condition. <p>The Policy will allow leave to be taken intermittently or on a reduced schedule basis, if the employer and Covered Individual agree to it, for leave to bond with a child during the first 12 months after the child's birth, adoption, or foster care placement.</p> <p>The weekly benefit amount will be prorated. The minimum increment for intermittent leave may be no greater than 4 hours.</p>
9.	BENEFITS	Benefits to be paid will be at least equal to the benefits under the MA PFML plan.
10.	COVERED INDIVIDUAL CONTRIBUTIONS	Covered Individuals' contributions to the cost of the insurance will no greater than the amount of employee contributions permitted under the MA PFML Law.
11.	PRESUMPTIONS IN FAVOR OF AVAILABILITY OF LEAVE AND PAYMENT OF LEAVE BENEFITS	The Policy will specifically state that all presumptions shall be made in favor of the availability of leave and the payment of leave benefits.
12.	EMPLOYER OBLIGATIONS	<p>The Employer will ensure that it complies with all employer requirements and obligations contained in the MA PFML Law, including but not limited to:</p> <ul style="list-style-type: none"> • Obligation to continue employer-related health insurance benefits during leave at the level and under the conditions coverage would have been provided if the covered individual had continued working continuously for the duration of the qualified leave; • Job protection and job restoration requirements; • Non-retaliation requirements; and • Posting and notice obligations.
13.	NOTICE OF AND CERTIFICATIONS FOR LEAVE	<p>The Employer and the Insurer agree that they will not impose requirements related to notice of the need for leave or the filing of a claim for benefits that are inconsistent with notice provisions in the MA PFML Law.</p> <p>The Insurer agrees that the Policy will not include certification or other proof requirements that exceed those permitted under the MA PFML Law.</p>
14.	PROCESSING AND PAYMENT OF CLAIMS	The Insurer agrees that it will comply with the time periods and other requirements related to processing and payment of claims that are set forth in the MA PFML Law.
15.	AMENDMENT OR EXTENSION OF LEAVE PERIOD	The Insurer and the Employer agree that they will comply with the requirements of the MA PFML Law with regard to amendments or extensions of claims for MA PFML benefits.
16.	FITNESS FOR DUTY	The Insurer and the Employer agree that they will comply with the requirements of the MA PFML Law with regard to requiring certification of Fitness for Duty.

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
17.	OFFSETS TO LEAVE BENEFITS	The Insurer agrees that it will not seek to offset any amount against benefits owed to a Covered Individual except as specifically authorized by the MA PFML Law.
18.	STANDARD OF PROOF	The Insurer agrees that it will not require a greater standard of proof for eligibility for leave benefits than is permitted under the MA PFML Law.
19.	EXCLUSIONS	The Insurer and the Employer agree that they will not establish exclusions from coverage except as specifically permitted by the MA PFML Law.
20.	DEFINITIONS	The Insurer agrees that all definitions in the Policy will be consistent with terms that are defined in the MA PFML Law and that any term that is used in the Policy that is defined under the MA PFML Law will have the same meaning as that set forth in the MA PFML Law.
21.	COVERED INDIVIDUAL APPEALS	The Insurer agrees that it will comply with and follow all requirements related to Covered Individual appeals of claim decisions that are set forth in the MA PFML Law.
22.	REVISIONS OF POLICY TO COMPLY WITH AMENDMENTS OR OTHER CHANGES TO THE MA PFML LAW	The Insurer and the Employer agree that if there are any changes, amendments, or regulatory clarifications of provisions of the MA PFML Law, the Policy and all claims practices will be promptly updated to comply with such changes, amendments or clarifications.
23.	TERMINATION OF POLICY	<p>The Employer agrees that if coverage under the Policy is terminated for any reason, it must comply with the requirements for transferring coverage to another compliant insured MA PFML fully insured or self-insured private plan or comply with requirements for beginning or resuming participation in the state plan. The Employer agrees and understands that the DFML may establish requirements for payment of retroactive MA PFML contributions if the Employer begins or resumes participation in the state plan.</p> <p>The Insurer and the Employer agree to provide prompt written notice to the DFML and Covered Individuals if coverage under this Policy is terminated.</p> <p>The Insurer agrees that if coverage under the Policy is terminated for any reason, it will continue to pay benefits on any claims for leave that commenced prior to the effective date of the termination of the policy.</p> <p>The Employer and Insurer also agree that they will comply with other requirements associated with termination of plans as established by the DFML.</p>

Appendix A-2

Insurance Declaration Document:

Massachusetts Paid Family Leave Insurance Coverage

The purpose of this declaration is to provide documentation of insurance coverage commencing on or before January 1, 2021 to support a request for private plan exemption from the Massachusetts Department of Family and Medical Leave (DFML) for the provision of paid leave benefits under M.G.L. c. 175M.

1. Employer's Name, Address, and Contact

[name of employer]
[address]

Contact: [name]
[email address]
[phone number]

2. Insurance Coverage to comply with M.G.L. c. 175M, the applicable regulations at 458 CMR 2.00 and guidelines promulgated and published by the DFML to clarify procedures, practices, and policies related to M.G.L. c. 175M and 458 CMR 2.00 (collectively referred to as "MA PFML Law"), to be provided by:

[name of insurer]
[address]

Contact: [name]
[email address]
[phone number]

Policy Number: [insert]

3. Effective Date of Insurance Coverage:

a. No later than January 1, 2021 for the following paid leaves:

- i. Leave for covered individuals to bond with a child during the first 12 months after the child's birth, adoption, or foster care placement;
- ii. Leave for covered individuals for qualifying exigency arising out of the fact that the covered individual's family member is a current member of the Armed Forces;
- iii. Leave for covered individuals to care for a family member who is or was a member of the Armed Forces and who require medical care as a result of an illness or injury related to the family member's active service.

b. No later than July 1, 2021, for the following paid leave:

- i. Leave for covered individuals to care for a family member with a serious health condition.

4. Certification by Insurer and Employer: Issuance of Policy

The Employer and the Insurer agree that the Insurer will provide insurance coverage to the Employer's covered individuals for benefits under the MA PFML Law. The Insurer agrees that policy forms must be filed with the Massachusetts Division of Insurance (DOI) within 60 days following issuance of the DOI Filing Guidance Notice that identifies the standards and provisions that a PFML policy must contain to be consistent with DFML standards for an acceptable PFML policy.

The Employer and the Insurer agree that the insurance policy that is issued will comply with all requirements of the MA PFML Law including but not limited to the requirements listed in this Appendix A-2.

5. Acknowledgement by Employer

The Employer acknowledges and understands if this policy is not in force on January 1, 2021, the Employer will be responsible for MA PFML contributions to the Family and Employment Security Trust Fund ("Trust Fund") retroactive to October 1, 2019 and furthermore, the Employer may not collect retroactive contributions from covered individuals to satisfy this requirement.

The Employer acknowledges and understands that an exemption from remitting MA PFML family leave contributions does not alleviate it of its obligation to remit medical leave contributions to the Trust Fund.

[Employer]

By its duly authorized representative,

[Name]
[Title]

[Date]

[Insurer]

By its duly authorized representative,

[Name]
[Title]

[Date]

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
1.	ELIGIBILITY/COVERED INDIVIDUAL	<p>Covered Individuals under the policy will include the following individuals who meet the eligibility requirements of the MA PFML Law:</p> <ul style="list-style-type: none"> • All employees providing services in Massachusetts, including full-time, part-time, permanent, temporary, on call, per diem or seasonal employees who meet the eligibility requirements under the MA PFML Law; • former employees for 26 weeks after separation or until re-employed, whichever comes first; • Massachusetts 1099-MISC contract workers, if applicable.
2.	WAITING PERIOD (No benefits payable during the Waiting Period.)	<p>No more than 7 consecutive calendar days</p> <p>No Waiting Period will apply to Family Leave which immediately follows Medical Leave during pregnancy or childbirth.</p>
3.	QUALIFYING REASONS AND MINIMUM DURATIONS: Family Leave	<ul style="list-style-type: none"> • In a Benefit Year, at least 12 weeks of paid leave for Covered Individuals: <ul style="list-style-type: none"> *To provide care to a family member with a serious health condition; *To bond with a child during the first 12 months after the child's birth, adoption, or foster care placement; and *For a qualifying exigency arises out of the fact that a family member is a current member of the Armed Forces • In a Benefit Year, at least 26 weeks of paid leave for Covered Individuals to care for a family member who is or was a covered service member of the Armed Forces and who requires medical care as a result of an illness or injury related to the family member's active service. <p>Note: No benefits payable during Waiting Period.</p>
4.	MINIMUM COMBINED DURATION FOR MEDICAL AND FAMILY LEAVE	In a Benefit Year, at least 26 weeks in the aggregate of Paid Family and Medical Leave.
5.	DEFINITION OF FAMILY MEMBER	Family member is defined as the spouse, domestic partner, child, parent, or parent of a spouse or domestic partner of the covered individual; a person who stood <i>in loco parentis</i> to the covered individual when the covered individual was a minor child; or a grandchild, grandparent or sibling of the Covered Individual.
6.	DEFINITION OF CHILD	Child is defined as the biological child, adopted child, foster child, step child, a child to whom the covered individual stands <i>in loco parentis</i> , a person to whom the covered individual stood <i>in loco parentis</i> when the person was a minor child or a child of whom the covered individual had legal guardianship regardless of age or dependency status.
7.	INTERMITTENT AND REDUCED LEAVE SCHEDULE	<p>The Policy allows for leave to be taken intermittently or on a reduced schedule leave in accordance with the requirements of the MA PFML Law.</p> <p>Intermittent or reduced schedule leave may be taken, if medically necessary:</p>

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
		<ul style="list-style-type: none"> To care for a family member's serious health condition; To care for a family member who is a covered service member. <p>The Policy will allow leave to be taken intermittently or on a reduced schedule basis, if the employer and Covered Individual agree to it, for leave to bond with a child during the first 12 months after the child's birth, adoption, or foster care placement.</p> <p>The weekly benefit amount will be prorated. The minimum increment for intermittent leave may be no greater than 4 hours.</p>
8.	BENEFITS	Benefits to be paid will be at least equal to the benefits under the MA PFML plan.
9.	COVERED INDIVIDUAL CONTRIBUTIONS	Covered Individuals' contributions to the cost of the insurance will no greater than the amount of Covered Individuals' contributions permitted under the MA PFML Law.
10.	PRESUMPTIONS IN FAVOR OF AVAILABILITY OF LEAVE AND PAYMENT OF LEAVE BENEFITS	The Policy will specifically state that all presumptions shall be made in favor of the availability of leave and the payment of leave benefits.
11.	EMPLOYER OBLIGATIONS	<p>The Employer will ensure that it complies with all employer requirements and obligations contained in the MA PFML Law, including but not limited to:</p> <ul style="list-style-type: none"> Obligation to continue employer-related health insurance benefits during leave at the level and under the conditions coverage would have been provided if the covered individual had continued working continuously for the duration of the qualified leave; Job protection and job restoration requirements; Non-retaliation requirements; and Posting and notice obligations.
12.	NOTICE OF AND CERTIFICATIONS FOR LEAVE	<p>The Employer and the Insurer agree that they will not impose requirements related to notice of the need for leave or the filing of a claim for benefits that are inconsistent with notice provisions in the MA PFML Law.</p> <p>The Insurer agrees that the Policy will not include certification or other proof requirements that exceed those permitted under the MA PFML Law.</p>
13.	PROCESSING AND PAYMENT OF CLAIMS	The Insurer agrees that it will comply with the time periods and other requirements related to processing and payment of claims that are set forth in the MA PFML Law.
14.	AMENDMENT OR EXTENSION OF LEAVE PERIOD	The Insurer and the Employer agree that they will comply with the requirements of the MA PFML Law with regard to amendments or extensions of claims for MA PFML benefits.
15.	FITNESS FOR DUTY	The Insurer and the Employer agree that they will comply with the requirements of the MA PFML Law with regard to requiring certification of Fitness for Duty.
16.	OFFSETS TO LEAVE BENEFITS	The Insurer agrees that it will not seek to offset any amount against benefits owed to a Covered Individual except as specifically authorized by the MA PFML Law.
17.	STANDARD OF PROOF	The Insurer agrees that it will not require a greater standard of proof for eligibility for leave benefits than is permitted under the MA PFML Law.
18.	EXCLUSIONS	The Insurer and the Employer agree that they will not establish exclusions

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
		from coverage except as specifically permitted by the MA PFML Law.
19.	DEFINITIONS	The Insurer agrees that all definitions in the Policy will be consistent with terms that are defined in the MA PFML Law and that any term that is used in the Policy that is defined under the MA PFML Law will have the same meaning as that set forth in the MA PFML Law.
20.	COVERED INDIVIDUAL APPEALS	The Insurer agrees that it will comply with and follow all requirements related to Covered Individual appeals of claim decisions that are set forth in the MA PFML Law.
21.	REVISIONS OF POLICY TO COMPLY WITH AMENDMENTS OR OTHER CHANGES TO THE MA PFML LAW	The Insurer and the Employer agree that if there are any changes, amendments, or regulatory clarifications of provisions of the MA PFML Law, the Policy and all claims practices will be promptly updated to comply with such changes, amendments or clarifications.
22.	TERMINATION OF POLICY	<p>The Employer agrees that if coverage under the Policy is terminated for any reason, it must comply with the requirements for transferring coverage to another compliant insured MA PFML fully insured or self-insured private plan or comply with requirements for beginning or resuming participation in the state plan. The Employer agrees and understands that the DFML may establish requirements for payment of retroactive MA PFML contributions if the Employer begins or resumes participation in the state plan.</p> <p>The Insurer and the Employer agree to provide prompt written notice to the DFML and Covered Individuals if coverage under this Policy is terminated.</p> <p>The Insurer agrees that if coverage under the Policy is terminated for any reason, it will continue to pay benefits on any claims for leave that commenced prior to the effective date of the termination of the policy.</p> <p>The Employer and Insurer also agree that they will comply with other requirements associated with termination of plans as established by the DFML.</p>

Appendix A-3

Insurance Declaration Document:

Massachusetts Paid Medical Leave Insurance Coverage

The purpose of this declaration is to provide documentation of insurance coverage commencing on or before January 1, 2021 to support a request for private plan exemption from the Massachusetts Department of Family and Medical Leave (DFML) for the provision of paid leave benefits under M.G.L. c. 175M.

1. Employer's Name, Address, and Contact

[name of employer]
[address]

Contact: [name]
[email address]
[phone number]

2. Insurance Coverage to comply with M.G.L. c. 175M, the applicable regulations at 458 CMR 2.00 and guidelines promulgated and published by the DFML to clarify procedures, practices, and policies related to M.G.L. c. 175M and 458 CMR 2.00 (collectively referred to as "MA PFML Law"), to be provided by:

[name of insurer]
[address]

Contact: [name]
[email address]
[phone number]

Policy Number: [insert]

3. **Effective Date of Insurance Coverage:** No later than January 1, 2021 for leave for covered individuals who are unable to work due to their own serious health conditions.

4. **Certification by Insurer and Employer: Issuance of Policy**

The Employer and the Insurer agree that the Insurer will provide insurance coverage to the Employer's covered individuals for benefits under the MA PFML Law. The Insurer agrees that policy forms must be filed with the Massachusetts Division of Insurance (DOI) within 60 days following issuance of the DOI Filing Guidance Notice that identifies the standards and provisions that a PFML policy must contain to be consistent with DFML standards for an acceptable PFML policy.

The Employer and the Insurer agree that the insurance policy that is issued will comply

with all requirements of the MA PFML Law including but not limited to the requirements listed in this Appendix A-3.

5. Acknowledgement by Employer

The Employer acknowledges and understands if this policy is not in force on January 1, 2021, the Employer will be responsible for MA PFML contributions to the Family and Employment Security Trust Fund ("Trust Fund") retroactive to October 1, 2019 and furthermore, the Employer may not collect retroactive contributions from covered individuals to satisfy this requirement.

The Employer acknowledges and understands that an exemption from remitting MA PFML medical leave contributions does not alleviate it of its obligation to remit family leave contributions to the Trust Fund.

[Employer]

By its duly authorized representative,

[Name]
[Title]

[Date]

[Insurer]

By its duly authorized representative,

[Name]
[Title]

[Date]

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
1.	ELIGIBILITY/COVERED INDIVIDUAL	<p>Covered Individuals under the policy will include the following individuals who meet the eligibility requirements of the MA PFML Law:</p> <ul style="list-style-type: none"> • All employees providing services in Massachusetts, including full-time, part-time, permanent, temporary, on call, per diem or seasonal employees who meet the eligibility requirements under the MA PFML Law; • former employees for 26 weeks after separation or until re-employed, whichever comes first; • Massachusetts 1099-MISC contract workers, if applicable.
2.	WAITING PERIOD (No benefits payable during the Waiting Period.)	No more than 7 consecutive calendar days
3.	QUALIFYING REASON AND MINIMUM DURATION: Medical Leave	<p>In a Benefit Year, at least 20 weeks of paid leave for Covered Individuals if they are unable to work due to a serious health condition.</p> <p>Note: No benefits payable during Waiting Period.</p>
4.	MINIMUM COMBINED DURATION FOR MEDICAL AND FAMILY LEAVE	In a Benefit Year, at least 26 weeks in the aggregate of Paid Family and Medical Leave.
5.	DEFINITION OF FAMILY MEMBER	Family member is defined as the spouse, domestic partner, child, parent, or parent of a spouse or domestic partner of the covered individual; a person who stood <i>in loco parentis</i> to the covered individual when the covered individual was a minor child; or a grandchild, grandparent or sibling of the Covered Individual.
6.	DEFINITION OF CHILD	Child is defined as the biological child, adopted child, foster child, step child, a child to whom the covered individual stands <i>in loco parentis</i> , a person to whom the covered individual stood <i>in loco parentis</i> when the person was a minor child or a child of whom the covered individual had legal guardianship regardless of age or dependency status.
7.	INTERMITTENT AND REDUCED LEAVE SCHEDULE	<p>The Policy allows for leave to be taken intermittently or on a reduced schedule leave in accordance with the requirements of the MA PFML Law.</p> <p>Intermittent or reduced schedule leave may be taken, if medically necessary, for the Covered Individual's own serious health condition.</p> <p>The weekly benefit amount will be prorated.</p> <p>The minimum increment for intermittent leave may be no greater than 4 hours.</p>
8.	BENEFITS	Benefits to be paid will be at least equal to the benefits under the MA PFML state plan.
9.	COVERED INDIVIDUAL CONTRIBUTIONS	Covered Individuals' contributions to the cost of the insurance will no greater than the amount of employee contributions permitted under the MA PFML Law.
10.	PRESUMPTIONS IN FAVOR OF AVAILABILITY OF LEAVE AND PAYMENT OF LEAVE BENEFITS	The Policy will specifically state that all presumptions shall be made in favor of the availability of leave and the payment of leave benefits.

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
11.	EMPLOYER OBLIGATIONS	<p>The Employer will ensure that it complies with all employer requirements and obligations contained in the MA PFML Law, including but not limited to:</p> <ul style="list-style-type: none"> • Obligation to continue employer-related health insurance benefits during leave at the level and under the conditions coverage would have been provided if the covered individual had continued working continuously for the duration of the qualified leave; • Job protection and job restoration requirements; • Non-retaliation requirements; and • Posting and notice obligations.
12.	NOTICE OF AND CERTIFICATIONS FOR LEAVE	<p>The Employer and the Insurer agree that they will not impose requirements related to notice of the need for leave or the filing of a claim for benefits that are inconsistent with notice provisions in the MA PFML Law.</p> <p>The Insurer agrees that the Policy will not include certification or other proof requirements that exceed those permitted under the MA PFML Law.</p>
13.	PROCESSING AND PAYMENT OF CLAIMS	The Insurer agrees that it will comply with the time periods and other requirements related to processing and payment of claims that are set forth in the MA PFML Law.
14.	AMENDMENT OR EXTENSION OF LEAVE PERIOD	The Insurer and the Employer agree that they will comply with the requirements of the MA PFML Law with regard to amendments or extensions of claims for MA PFML benefits.
15.	FITNESS FOR DUTY	The Insurer and the Employer agree that they will comply with the requirements of the MA PFML Law with regard to requiring certification of Fitness for Duty.
16.	OFFSETS TO LEAVE BENEFITS	The Insurer agrees that it will not seek to offset any amount against benefits owed to a Covered Individual except as specifically authorized by the MA PFML Law.
17.	STANDARD OF PROOF	The Insurer agrees that it will not require a greater standard of proof for eligibility for leave benefits than is permitted under the MA PFML Law.
18.	EXCLUSIONS	The Insurer and the Employer agree that they will not establish exclusions from coverage except as specifically permitted by the MA PFML Law.
19.	DEFINITIONS	The Insurer agrees that all definitions in the Policy will be consistent with terms that are defined in the MA PFML Law and that any term that is used in the Policy that is defined under the MA PFML Law will have the same meaning as that set forth in the MA PFML Law.
20.	COVERED INDIVIDUAL APPEALS	The Insurer agrees that it will comply with and follow all requirements related to Covered Individual appeals of claim decisions that are set forth in the MA PFML Law.
21.	REVISIONS OF POLICY TO COMPLY WITH AMENDMENTS OR OTHER CHANGES TO THE MA PFML LAW	The Insurer and the Employer agree that if there are any changes, amendments, or regulatory clarifications of provisions of the MA PFML Law, the Policy and all claims practices will be promptly updated to comply with such changes, amendments or clarifications.
22.	TERMINATION OF POLICY	The Employer agrees that if coverage under the Policy is terminated for any reason, it must comply with the requirements for transferring coverage to another compliant insured MA PFML fully insured or self-insured private plan or comply with requirements for beginning or resuming participation in the state plan. The Employer agrees and understands that the DFML may establish requirements for payment of

	M.G.L. c. 175M and 458 CMR 2.00 Insured Private Plan Requirements	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE DESCRIPTION
		<p>retroactive MA PFML contributions if the Employer begins or resumes participation in the state plan.</p> <p>The Insurer and the Employer agree to provide prompt written notice to the DFML and Covered Individuals if coverage under this Policy is terminated.</p> <p>The Insurer agrees that if coverage under the Policy is terminated for any reason, it will continue to pay benefits on any claims for leave that commenced prior to the effective date of the termination of the policy.</p> <p>The Employer and Insurer also agree that they will comply with other requirements associated with termination of plans as established by the DFML.</p>