

LEAVE ADMINISTRATION SERVICES ADDENDUM – EXHIBIT I

This Addendum applies only if Client elects Leave Administration Services pursuant to a Proposal. This Addendum is incorporated into and made a part of the Master Services & Software-as-a-Service Agreement (“Master Agreement”). In the event of a conflict between this Addendum and the Master Agreement, this Addendum shall control solely with respect to leave administration subject matter.

1. SCOPE OF SERVICES

Service Provider shall provide leave administration services as elected by Client in the applicable Proposal (each, a “Service Tier”). All services are performed in an administrative capacity. EBG does not make eligibility determinations, grant or deny leave, or take any employment action. All determinations and decisions remain solely with Client. EBG administers Client’s decisions by preparing documentation, issuing notices as directed, and tracking leave in accordance with applicable law and Client’s instructions. Services may include any or all of the following, based on the elected tier:

1.1 FMLA Administration

- Issuance of required FMLA eligibility and rights notices (WH-381) within required timeframes, upon Client direction following Client’s confirmation that a qualifying leave event has been identified
- Distribution of medical certification forms (WH-380-E, WH-380-F, WH-385, WH-385-V) as applicable
- Review of completed certifications for sufficiency and follow-up requests for clarification or recertification, with results presented to Client for Client’s determination of leave eligibility
- Preparation of designation notices (WH-382) for Client review and approval; issuance upon Client authorization only
- Tracking of FMLA leave usage, including intermittent and reduced-schedule leave, based on information provided by Client
- Coordination of leave run dates and tracking against rolling 12-month periods
- Maintenance of leave records as required under 29 C.F.R. § 825.500

1.2 State Leave Law and State Disability Administration

- Administration of applicable state and local paid leave laws, paid family leave programs, and state-mandated disability benefit programs for Client’s employees based on their work locations, as identified in the applicable Proposal; specific

programs administered are agreed upon at engagement and may include programs in any state where Client has employees

- Coordination with applicable state agencies and insurance carriers for claims intake, status updates, and benefit coordination, under Client's direction; EBG does not approve or deny claims on Client's behalf
- Coordination of overlapping federal and state leave entitlements to run concurrently where permitted by applicable law, subject to Client's confirmation in each case
- Preparation of required state-specific notices and correspondence for Client review; issuance upon Client authorization

1.3 ADA and State Law Accommodation Guidance

ADA and state law accommodation administration is handled at the employer level. EBG does not manage the interactive process on a routine basis and is not the decision-maker for accommodation requests. Where Client requests EBG's involvement, EBG may provide guidance on applicable legal requirements under the Americans with Disabilities Act and applicable state anti-discrimination and disability law, advise on accommodation options and process considerations, and assist with documentation upon request. All decisions regarding whether to grant, modify, or deny accommodation remain solely with Client. EBG's involvement under this subsection is on-request only and does not constitute active administration of any accommodation process.

1.4 Short-Term and Long-Term Disability Coordination

- Coordination with Client's short-term and long-term disability carriers for leave and benefit status updates, as directed by Client
- Tracking of STD and LTD benefit periods alongside FMLA, state leave, and ADA leave timelines
- Communication with Client regarding benefit exhaustion, continuation of coverage obligations, and benefit coordination requirements
- Notification to Client of any gaps between leave law protections and disability benefit periods so Client can make informed employment decisions

1.5 Return-to-Work and Intermittent Leave Tracking

- Coordination of fitness-for-duty certification processes prior to return from qualifying leaves, subject to Client's return-to-work determination
- Tracking of intermittent leave usage, frequency, and duration against approved certifications, based on data provided by Client
- Notification to Client of leave pattern concerns, including potential abuse indicators or recertification triggers, for Client's evaluation and decision

- Preparation of reinstatement documentation for Client review and issuance upon Client approval
- Coordination of modified duty, phased return, and transitional work arrangements as directed by Client

1.6 Employer Leave Policy and Salary Continuation Administration

Where Client has established its own paid leave policy, salary continuation plan, or personal leave policy (“Employer Leave Policy”), EBG shall administer Client’s policy alongside applicable statutory leave entitlements in accordance with Client’s written policy terms and Client’s instructions. Services under this subsection include:

- Tracking of paid leave balances, accruals, and usage in coordination with statutory leave timelines, based on payroll data and leave records provided by Client
- Coordination of salary continuation payments and benefit continuation obligations with applicable leave timelines, as directed by Client; EBG does not process payroll or authorize payments
- Preparation of documentation reflecting Client’s policy elections for each leave case, including whether paid leave runs concurrently with or sequentially to statutory leave, as determined by Client’s policy and Client’s instruction
- Notification to Client when an employee’s paid leave balance is approaching exhaustion so Client can make informed decisions regarding continued salary continuation or unpaid status
- Maintenance of records reflecting employer policy elections for each case, available to Client upon request

Client is solely responsible for the terms, lawfulness, and consistent application of its Employer Leave Policy. EBG does not design, amend, or interpret Client’s policy. Any question regarding the legal sufficiency or application of Client’s policy must be directed to qualified legal counsel.

2. EMPLOYER DECISION-MAKING AUTHORITY

Client retains exclusive authority over all decisions in connection with any leave matter, including without limitation:

- Whether an employee’s leave request qualifies under applicable federal, state, or local law
- Whether and on what terms an accommodation will be granted, modified, or denied
- Whether an employee may return to work, return to a modified role, or be placed on unpaid status
- Whether paid leave, salary continuation, or employer-funded benefits will run concurrently with statutory leave

- Any disciplinary action, performance action, or separation decision involving an employee on or returning from leave
- Whether a fitness-for-duty examination will be required prior to reinstatement

EBG's role is to administer Client's decisions: preparing documentation, issuing required notices as authorized, tracking timelines, and communicating with carriers and agencies as directed. EBG does not determine who is or is not entitled to leave. EBG does not make any employment decision on Client's behalf. Client remains the employer of record and the legally responsible party for all leave-related employment decisions and their consequences.

3. SERVICE TIERS

Client shall elect one of the following service tiers in the applicable Proposal. The elected tier governs EBG's role and level of involvement for each leave matter.

Tier 1 – Advisory and Documentation Support

EBG provides leave-related guidance, drafts required notices and correspondence for Client review, and provides information on applicable legal requirements. All final decisions, approvals, and communications to employees are made and issued by Client. EBG does not communicate directly with employees regarding leave eligibility or status under this tier.

Tier 2 – Active Leave Administration

EBG acts as Client's authorized representative for administrative purposes, issuing required notices directly to employees as authorized by Client, managing the leave case lifecycle, tracking timelines, and communicating with employees and carriers on Client's behalf and at Client's direction. Client retains exclusive authority over all employment decisions, including leave eligibility determinations, accommodation approvals and denials, return-to-work decisions, and any adverse employment action. EBG's authority under this tier is strictly limited to the administrative functions described in Sections 1 and 2 of this Addendum. EBG does not decide whether any employee is entitled to leave.

4. CLIENT RESPONSIBILITIES

Client shall:

- Provide timely, accurate, and complete employee information necessary for EBG to perform services, including employee hire dates, work locations, reported leave reasons, and relevant medical documentation received from the employee, promptly upon receipt

- Notify EBG within two (2) business days upon learning that an employee may need leave or has reported an absence that may qualify under applicable federal, state, or local leave law, so that required notice and intake timelines can be met
- Notify EBG promptly of any circumstance that may affect an active leave case, including concerns about the accuracy or completeness of medical documentation, potential fraud or abuse, return-to-work status changes, or any employment action being considered in connection with the leave; EBG will flag similar concerns to Client as they arise in the course of administration
- Make employment decisions when EBG presents a matter requiring one, including decisions regarding reinstatement, separation, accommodation, or salary continuation; EBG will not seek routine approvals on standard leave administration steps, but will escalate matters outside the normal course of administration and await Client direction before proceeding
- Maintain all required employee benefit plan continuation during applicable leave periods and notify EBG of any lapse or change in coverage status
- Provide EBG with a copy of its current Employer Leave Policy and notify EBG of any policy changes prior to their effective date so that administration reflects current policy terms
- Designate a Client representative with authority to receive escalations and respond to EBG on matters requiring an employment decision; Client's failure to respond within two (2) business days of an escalation may affect EBG's ability to meet applicable notice or response deadlines
- Notify EBG promptly of any government inquiry, audit, agency complaint, or employee legal claim related to leave administration
- Where Tier 2 is elected, designate EBG as authorized representative within any applicable state leave program portals or systems as required by that program's rules, prior to EBG's first action under that program on Client's behalf

5. SERVICE PROVIDER RESPONSIBILITIES

EBG shall:

- Perform leave administration in accordance with applicable federal and state law requirements in effect at the time services are performed, following Client's direction and decisions
- Maintain confidentiality of all employee medical information and leave records in accordance with applicable law and Exhibit F (BAA) where PHI is involved
- Provide Client with timely updates on the status of active leave cases
- Notify Client promptly of any regulatory change affecting a jurisdiction where Client has employees that materially affects ongoing leave administration obligations

- Maintain a leave tracking log for each active case, available to Client upon request
- Administer Client's Employer Leave Policy alongside statutory leave entitlements in accordance with Client's written policy terms and instructions

6. COMPLIANCE RESPONSIBILITY

Client retains sole and exclusive compliance responsibility for all obligations under the Family and Medical Leave Act (29 U.S.C. § 2601 et seq.), the Americans with Disabilities Act, all applicable state and local leave, paid family leave, state disability, and anti-discrimination laws in each jurisdiction where Client employs individuals, and any employer leave or salary continuation policies maintained by Client. EBG provides administrative and advisory support only and does not provide legal advice. Client shall retain qualified legal counsel for any leave-related matter involving potential legal exposure, litigation, government enforcement, or disputed eligibility or accommodation determinations.

EBG's administrative services are based on the applicable law in effect as of the date services are performed. EBG is not responsible for regulatory changes enacted after a leave case is opened unless Client separately engages EBG to update administration in response to such changes. Client is responsible for verifying that EBG's administration reflects any state law changes applicable to Client's workforce.

7. FEES

- Fees are subject to the applicable Proposal
- Per-case or per-employee fees may apply depending on the elected Service Tier and volume
- Matters requiring legal research, response to government agency inquiries, litigation support, or enforcement assistance are not included and shall require a separate engagement at the then-current hourly rate

8. RECORD RETENTION

Client is responsible for maintaining all leave records as required by applicable law, including maintenance of employee medical records separately from personnel files as required under 29 C.F.R. § 825.500 and the ADA. EBG may retain copies of leave correspondence and case tracking records as part of its service delivery. On termination of this Addendum or the Master Agreement, EBG shall, within thirty (30) days, provide Client with copies of all leave records in EBG's possession and delete or destroy any retained copies, unless otherwise required by law.

9. PHI AND HIPAA

To the extent leave administration services involve Protected Health Information as defined under HIPAA, such information is governed by Exhibit F (Business Associate Agreement). No PHI obligations shall arise under this Addendum unless and until a BAA is executed.

This Exhibit is incorporated into and governed by the Master Services & Software-as-a-Service Agreement. All obligations under this Exhibit are subject to the Disclaimer of Warranties, Limitation of Liability, and Indemnification provisions of the Master Agreement.

This document is for informational purposes only and does not constitute legal advice. Employment and benefits laws vary by jurisdiction and are subject to change. Consult qualified legal counsel regarding your specific circumstances.