



**Disability Insurance Program Rules & Regulations  
Proposed Revisions Effective July 1, 2015**

(New Language in Purple)

**A. Section 1.0**

To assist employees and the employing organizations with complying with the requirements of the federal Americans with Disabilities Act of 1990 (ADA), we are recommending the inclusion of the advisory note below in Section 1.0 of the DIP Rules & Regulations:

**NOTE to “Qualified Individual with a Disability” and Human Resources Professionals:**

When medical restrictions prohibit a “Qualified Individual with a Disability” from performing the essential functions of his or her job, the Americans with Disabilities Act of 1990, as amended (ADA), requires an employer to communicate, in an interactive process or interactive dialogue, with the Qualified Individual with a Disability to identify possible reasonable accommodations that may allow the individual to perform the job. A reasonable accommodation is often a change or modification and can include special equipment that allows the Qualified Individual with a Disability to perform the job, scheduling changes, and changes to the way work assignments are chosen or communicated. However, the employer is not required to provide an accommodation that would involve undue hardship (significant difficulty or expense) and the Qualified Individual with a Disability who receives the accommodation must still perform the essential functions of the job and meet the normal performance requirements. The employing organization and the Qualified Individual with a Disability should have an interactive dialogue to determine the appropriate accommodation based on the request from the Qualified Individual with a Disability and available options. When appropriate, the accommodation discussion should involve various accommodations that are workable. Often times multiple accommodations will be discussed prior to a decision being made by the employing organization. Please see Section 2.0 for the definition of a “Qualified Individual with a Disability”.



## **B. Section 2.0**

We are recommending the addition of the following definitions to Section 2.0 of the DIP Rules & Regulations to clarify terms and/or language used within the document and program:

**“DIP”** means the Disability Insurance Program as defined in Chapter 52A of Title 29 of the Delaware Code.

**“DIP Insurance Carrier and/or Administrator”** means the State’s selected vendor for this service.

**“Family and Medical Leave Act (FMLA)”** is a labor law that entitles eligible employees to take up to twelve workweeks of unpaid, job-protected leave during a twelve month period for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Qualified medical and family reasons include personal or family illness, family military leave, pregnancy, adoption, or the foster care placement of a child. FMLA also provides qualifying exigency and military caregiver leave for employees with family members who are covered military members.

**“Interactive Process” (ADA)** - When medical restrictions prohibit an employee with a disability from doing his or her job, the Americans with Disabilities Act (ADA) requires an employer to communicate with the employee concerning an accommodation. This exchange has been described variously as the “core” or “proactive” process, “cooperative problem solving,” “open and individualized exchange,” a “search”, and a “flexible give-and-take.” Most frequently, it is called the “interactive process” or by the redundant term, “interactive dialogue.” The purpose of this dialogue is to “identify the precise limitations resulting from the disability and potential reasonable accommodations that could overcome those limitations.” 29 C.F.R. § 1630.2(o) (3).

**“Normal Working Periods”** are the scheduled working days for the employee.

**“Qualified Individual with a Disability” (ADA)** is an individual who has: a) a physical or mental impairment that substantially limits one or more of the major life activities of such individual; b) a record of such impairment; or c) being regarded as having such impairment.

**“SEBC”** means the State Employee Benefits Committee. (As the “Committee” is the SEBC, we have incorporated the acronym “SEBC” in lieu of the term “Committee” in the definitions section of the rules. The definition of “Committee” in Section 2 will be deleted.)

**“Temporary”** means not permanent; provisional and/or lasting only a short time.



The definition of “employee” as defined in 29 Del.C. §5501(e) needs to be in print rather than providing a link to the. By providing the definition itself, all ambiguity of who is or isn’t an employee as defined in the DIP Rules and Regulations is removed.

“**Employee**” shall mean an eligible “employee” as defined in 29 Del.C. §5501(e), (<http://delcode.delaware.gov/title29/c055/sc01/index.shtml>) who elects to participate in the DIP as specified in 29 Del.C. §5519.

~~(<http://delcode.delaware.gov/title29/c055/sc02/index.shtml>). This shall include any employee who is collecting benefits pursuant to 11 Del.C. §8352(4) (<http://delcode.delaware.gov/title11/c083/sc03/index.shtml>).~~

(f) Under 29 Del.C. §5501(f), "Employee" shall mean an individual who:

(1) Is employed by:

- a. The State, including elected or appointed officials; or
- b. The State Department of Education, a school district which is part of the state school system, the University of Delaware, Delaware State University or Delaware Technical and Community College; or
- c. A state agency that is supported wholly or in part by funds granted to the State by the federal government;

(2) Is employed on a full-time or annual basis or on a regular part-time basis, as the terms "full-time or annual basis" and "regular part-time basis" are defined in rules and regulations adopted by the Board, except that an individual whose initial appointment to a gubernatorial appointed board, council or commission occurs after June 30, 2013, shall not be considered employed on a regular part-time basis;

(3) Receives compensation wholly or in part directly from the State Treasury or from the Treasury through an agency within the State that is wholly or in part supported by the State;

(4)a. Is not a member of any other state or municipal retirement system which is financed in whole or in part by the State unless the state pension plan provides for a unified state service pension and the member is not concurrently accruing or collecting benefits under that system; and

b. Is not a member of a county pension plan with respect to which the employee is accruing credited service and to which the employee and/or the State is making contributions on account of employment with the State;



(5) A person who meets the requirements of this subsection shall be regarded as an "employee" during the period he or she is on an approved leave and, for school personnel who do not work on 12-month basis, during the period between the expiration of such leave and the beginning of the next regular school term.

(<http://delcode.delaware.gov/title29/c055/sc02/index.shtml>). This shall include any employee who is collecting benefits pursuant to 11 Del.C. §8352(4) (<http://delcode.delaware.gov/title11/c083/sc03/index.shtml>).

**C. Sections 3.1, 8.12, 9.1.1.2, 11.4, 11.4.2, 11.4.3, 11.4.4, 11.5, 16.3, 20.1, 20.1.1.1 & 21.1**  
For consistency of terms throughout the DIP Rules & Regulations, we are eliminating the phrase “State Employee Benefits Committee” or “Committee” and replacing it with the acronym “SEBC”.

**D. Sections 4.2 & 14.2 - First Day of Disability Clarification**

29 Del.C. §5253(b)(1) contains the following sentence:

“The elimination period shall begin on the first day following the onset of the participating employee’s physical or mental incapacity.”

29 Del.C. §5253(b)(1) also provides that STD benefits for participating employees shall commence upon the expiration of a 30 calendar day elimination period that begins on the first day following the onset of physical or mental incapacity as determined by the SEBC, in its sole discretion. The SEBC retained The Hartford, an insurance carrier licensed under the laws of the State of Delaware, to administer the Short Term Disability coverage in accordance with 29 Del.C. §5254. Under 29 Del.C. §5255, The Hartford as the insurance carrier may determine the eligibility of a participating employee to receive STD and/or LTD benefits. The Hartford’s system is set up to record the elimination period as a set number of days beginning with the first day of disability and that with a 30 calendar day elimination period, benefits commence on the 31<sup>st</sup> calendar day of absence from work or disability. This is consistent with the provisions of 29 Del.C. §5255 that allows The Hartford to determine eligibility of an employee to receive disability benefits. To alleviate confusion, we are recommending the changes below:

4.2 Pursuant to 26 Del. C. §5253(b)(1), STD benefits for participating employees shall commence upon the exhaustion of the calendar day elimination period. ~~The elimination period shall begin on the first day following the onset of the participating employee’s physical or mental incapacity.~~ Consistent with the provisions of 29 Del.C. §5255 that allow the DIP insurance carrier and/or Administrator to determine eligibility of a participating employee to receive STD benefits, the elimination period shall begin on the date of disability and STD benefits shall commence on the 31<sup>st</sup> calendar day of disability. The calendar day elimination period does not have to be satisfied consecutively however, if an employee returns to work for one day or less during the calendar day elimination period, but cannot continue to work thereafter, the period worked shall not be considered to have interrupted the calendar day elimination period.



- 14.2 The elimination period shall commence ~~on the first day following the onset of a disability.~~ on the date of disability and LTD benefits will commence on the 183rd calendar day.

**E. Sections 4.4 & 8.12 - New Period of STD Clarification**

29 Del.C. §5253 (b)(5) of the Delaware Code reads “If a participating employee returns to the employee's position on a full-time basis, as defined by the Committee, for 15 consecutive calendar days or longer, any succeeding period of disability for which the employee shall become eligible shall constitute a new period of short-term disability with a corresponding 30-calendar-day elimination period.” In an effort to eliminate confusion and remind employing organizations that the statute requires employees to return to work on a full-time versus part-time basis, we recommend “bolding” the reference to “full-time” in Sections 4.4 and 8.12 of the DIP Rules & Regulations. Additionally, we recommend the addition of a sentence stating “A new period of STD shall not be constituted if a participating employee returns to work on a part-time basis. The recommended changes to Rules 4.4 and 8.12 will read:

- 4.4 Pursuant to 29 Del.C. §5253(b)(5), if a participating employee returns to the employee’s position on a **full-time basis** for 15 consecutive calendar days or longer, any succeeding period of disability for which the participating employee shall become eligible shall constitute a new period of STD with a corresponding calendar day elimination period. **A new period of STD shall not be constituted if a participating employee returns to work on a part-time basis.**
- 8.12 If a participating employee returns to the employee’s position on a **full-time basis**, as defined by the Committee, for 15 consecutive calendar days or longer, any succeeding period of disability for which the employee shall be approved for STD benefits shall constitute a new period of short-term disability with a new corresponding calendar day elimination period. **A new period of short term disability shall not be constituted if a participating employee returns to work on a part-time basis.** If recurrent periods of disability are due to the same or a related cause; and separated by less than 15 consecutive day(s) of work as an active full-time employee, they will be considered to be the same period of disability

**F. Section 5.2 – Hazardous Duty Pay**

As hazardous duty amounts are being captured on the bi-weekly enrollment file from the Pension Office to The Hartford, applicable employing organizations no longer need to provide hazardous duty amounts to The Hartford separately for the calculation of STD benefits. Therefore, we are recommending the removal of the last sentence in Rule 5.2 of the DIP Rules & Regulations stating “The employing organization must provide the appropriate monthly hazardous duty amount (i.e., Level A, Level B or Level A1) to the DIP insurance carrier and/or administrator within 24 hours of receiving notice of the employee’s STD claim by the DIP insurance carrier and/or administrator.” Revised language in Rule 5.2 will read:



- 5.2 All employees enrolled in DIP who expect to be out of work for the length of the calendar day elimination period are required to file an STD claim in a complete and timely manner, even if the employee applied for and/or is receiving Workers' Compensation (WC) benefits or Other Income Benefits defined in the STD benefits booklet per Delaware Code. Hazardous duty employees injured in the line of duty, who are employed by the Department of Corrections (or its successor agency), the Delaware Psychiatric Center (or its successor agency) who are assigned to programs for the criminally insane, the Department of Services for Children, Youth and Their Families who are assigned to work in the Division of Youth Rehabilitative Services facilities, State law-enforcement officers in the performance of their duties including State employees serving in response to imminent danger of hazardous waste material, including but not limited to the SERT Team are required to file an STD claim in a complete and timely manner if they expect to be out of work for the length of the calendar day elimination period. ~~The employing organization must provide the appropriate monthly hazardous duty amount (i.e., Level A, Level B or Level A1) to the DIP insurance carrier and/or administrator within 24 hours of receiving notice of the employee's STD claim by the DIP insurance carrier and/or administrator.~~

**G. Section 6.1 – Application of Days toward 182 day STD Benefit Period**

To clarify an existing rule that has been in effect since the inception of the DIP wherein each day an employee receives a total or residual (partial) disability benefit counts toward satisfaction of the 182 calendar day STD benefit period, we recommend adding additional language to Rule 6.1 as follows:

- 6.1 For a disability caused by a covered sickness and/or accident, STD benefits commence after completion of the calendar day elimination period for up to a maximum benefit period of 182 calendar days starting with the employee's date of disability per Delaware Code. The 182 calendar day STD benefit period includes the calendar day elimination period. *Each day an employee receives a total disability benefit or a residual (partial) disability benefit or the minimum disability benefit, counts toward exhaustion of the maximum 182 calendar day STD benefit period.*

**H. Section 6.2 – Less Than Twelve Month Employee Coverage Certification Form Change**

Beginning with the start of the current 2014/2015 school year, The Hartford began calculating and providing the school districts, charter schools, institutions of higher education and the Department of Education with the *contractual* Net Benefit STD amount to pay Less Than Twelve Month Educational Employees. Prior to the current school year, these educational organizations manually calculated contractual Net Benefit STD amounts to pay their Less Than



Twelve Month employees approved for STD benefits. In order for The Hartford to accomplish this task, a *new* enabled Coverage Certification form was created to capture additional information not previously provided to The Hartford. To capture the new reporting requirement for the referenced educational organizations, we recommend additional language is added to Rule 6.2 to read:

- 6.2 The employing organization is responsible for providing the DIP insurance carrier and/or Administrator, with the last day worked and any partial day(s) worked information, if applicable, for each claimant. Organizations that employ Less Than Twelve Month Educational Employees who have filed an STD claim with the DIP insurance carrier and/or Administrator, must also provide the DIP insurance carrier and/or Administrator with confirmation of whether the employee is “Less Than Twelve Month Educational Employee”, the number of contractual days in the employee’s school year and a list of all non-contractual days for the twenty-six week period starting with the claimants date of disability.

**I. Section 6.3 – “Total Disability or Totally Disabled” Clarification**

As the definition of “Total Disability” or “Totally Disabled” has been revised to include “loss of license due to medical condition” and to correct a typo in the earnings percentage to correctly state “20%” rather than “80%”, and to add a reminder that an employee’s usual base rate of pay includes hazardous duty pay where applicable, we recommend revising Rule 6.3 to read:

- 6.3 “Total Disability” or “Totally Disabled” means the employee is prevented by accidental bodily injury, sickness, mental condition, substance abuse, ~~or~~ pregnancy, or loss of license due to medical condition from performing the essential duties of their occupation, and as a result, the employee is earning ~~less than 80%~~ 20% or less of his or her base rate of compensation received on the last day of employment before becoming disabled. IMPORTANT NOTE: Weekly earnings mean the employee’s usual base rate of pay including hazardous duty pay if applicable. Weekly earnings do not include commissions, bonuses, shift differential pay, overtime pay or any other fringe benefit or extra compensation. If disabled, weekly earnings will be the rate ~~in effect~~ on the last day as an active full-time employee before becoming totally disabled.

**J. Sections 8.15, 8.16 & 8.17 – Overpayment/Underpayment Clarification**

The STD program pays claimants *up* to 75% of base annual salary including hazardous duty pay if applicable, reduced by “Other Income Benefits”. Other Income Benefits awarded *prospectively* or *retroactively* during a period the claimant was granted and paid STD benefits must be recouped and refunded to the DIP funding line by the current or former employing organization. To serve as a reminder to both the employee and the employing organization that overpaid STD amounts must be immediately collected and returned to the Pension Office via the PHRST system or other accepted payroll process and underpaid STD amounts should be immediately paid to the claimant, we recommend adding language to Rules 8.15, 8.16 and 8.17. Rule 8.17



correctly refers to the LTD program as LTD overpayments are collected by The Hartford directly from the claimant.

8.15 It is the employing organization’s responsibility to promptly pay STD benefits to their employees. Overpayment and/or underpayment amounts must be immediately reported to the DIP insurance carrier and/or Administrator and to the **current or former** employee by the employing organization. **In the event of an overpayment or underpayment, the DIP insurance carrier and/or Administrator shall provide each employing organization with a report listing each claimant who receives or has received Other Income Benefits awarded as defined in the STD benefits booklet during the approved STD benefit period or who has been underpaid STD benefits as a result of a change in the member’s claim. The report will also illustrate the additional following information:**

- 1.1.1 Gross overpayment or underpayment amount;
- 1.1.2 Reason for the recalculation;
- 1.1.3 Recalculation period;
- 1.1.4 Amount of the claimant’s Other Income Benefits award.

All overpayments must be immediately collected by the **current or former** employing organization and returned to the Pension Office via the State’s payroll system (PHRST) or other accepted payroll process for tax reporting purposes. **For Human Resources and Payroll Representatives, detailed instructions on how to interpret data and information in the overpayment or underpayment report can be found on the Statewide Benefits Office secure benefits representative website under “Procedures”. The document is titled “Interpretation of STD Initial Account Balance Reports/Sample Reports” and is numbered as DIP-003.**

8.16 It is the **current or former** employing organization’s responsibility to promptly notify the DIP insurance carrier and/or Administrator of any and all retroactive awards from other programs awarded to STD claimants.

8.17 It is the **current or former** employee’s responsibility to promptly notify **and repay** ~~the DIP insurance carrier and/or Administrator and repay~~ the State of Delaware and/or the DIP insurance carrier and/or Administrator for all overpayments including income paid as an offset during the STD and/or LTD benefit period.

#### **K. Section 9.1.4 – Donated Leave as Supplement to STD**

To provide clearer direction to Merit employing organizations regarding the payment of donated leave when supplementing the STD benefit payment, we are recommend additional verbiage to Rule 9.1.4 as shown below.

9.1.4 Donated leave may be used to pay employees during the calendar day STD elimination period. However, regardless of whether a claim was filed



with the DIP insurance carrier and/or Administrator, donated leave is not to continue following the calendar day elimination period until the employee's STD claim ~~in an~~ **has been approved status and the employee continues to be in an STD approved status**. Upon approval of the employee's STD claim **and while the employee remains in an approved STD status**, the employing organization may apply donated leave retroactively to supplement the STD benefit payment.

**L. Sections 9.1.10, 9.2.4, 12.4, 20.1.1.4 & 20.1.1.5 – EEOC/ADA Consideration**

The Equal Employment Opportunity Commission (EEOC) is advising that employer policies that automatically terminate employment for a Qualified Individual with a Disability violate the employers' reasonable accommodation obligation(s) under the Americans with Disabilities Act (ADA). Employing organizations must consider ADA reasonable accommodations and engage in the interactive process with qualified employees with disabilities prior to employment separation. In an effort to assist the employing organizations in meeting this federal requirement, we have instituted a policy where employees who have returned to work and are working on a temporary reduced, alternate, light duty and/or part-time basis through the exhaustion of the 182 calendar day STD benefit period will *not* have their employment terminated based on the EEOC requirements. Recommended changes to Rule 9.1.10 (merit employees), Rule 9.2.4 (non-merit employees), Rule 20.1.1.4 and Rule 12.4 (Employee Termination) are shown below:

9.1.10 Upon the exhaustion of the maximum STD benefit period, any employee, except those entitled to hazardous duty pay as defined in 29 Del. C. §5933(c), **and those working on a temporary reduced, alternate, light duty and/or part-time basis**, shall no longer be an employee of the State or any of its political subdivisions provided the employee has exhausted their FLMA entitlement and/or is not FMLA eligible. Employees entitled to hazardous duty pay as defined in 29 Del. C. §5933(c) who exhaust the maximum short term disability benefit period shall no longer be an employee of the State or any of its political subdivisions at the end of their entitlement to hazardous duty pay provided the employee has exhausted their FMLA entitlement and/or is not FMLA eligible **and is not working on a temporary reduced, alternate, light duty and/or part-time basis**. The employee has two options with respect to remaining accrued leave.

9.2.4 Upon the exhaustion of the maximum STD benefit period, any employee, except those entitled to hazardous duty pay as defined in 29 Del. C. §5933(c), **and those working on a temporary reduced, alternate, light duty and/or part-time basis**, shall no longer be an employee of the State or any of its political subdivisions provided the employee has exhausted their FLMA entitlement and/or is not FMLA eligible. Employees entitled to hazardous duty pay as defined in 29 Del. C. §5933(c) who exhaust the maximum short term disability benefit period shall no longer be an employee of the State or any of its political subdivisions at the end of their



entitlement to hazardous duty pay provided the employee has exhausted their FMLA entitlement and/or is not FMLA eligible **and is not working on a temporary reduced, alternate, light duty and/or part-time basis**. The employee has two options with respect to remaining accrued leave.

12.4 Pursuant to 29 Del. C. §5933 ( c ), hazardous duty employees injured while performing a hazardous duty assignment and whose injuries arose out of and in the course of performing hazardous duty are entitled to a 12 month salary supplement. Employees entitled to hazardous duty pay as defined in 29 Del.C. §5933( c ) who exhaust the maximum short term disability benefit period shall no longer be an employee of the State or any of its political subdivisions at the end of their entitlement to hazardous duty pay provided the employee has exhausted their FMLA entitlement and/or is not FMLA eligible **and the employee is not working on a temporary reduced, alternate, light duty and/or part-time basis**. See subsection 9.1.12 and 9.2.4 for a complete description.

20.1.1.4 There is a Return to Work process that shall be followed to assess and plan for keeping or returning an employee ~~with a disability~~ to work. The return to work process for all employing organizations shall be as follows:

20.1.1.5 **The employing organization is required to engage in a dialogue with an employee who may be covered by the ADA and can perform the essential functions of the position with or without reasonable accommodation.**

**M. Section 11.0 – STD Appeals**

To clarify that Section 11.0 addresses the STD appeal process, we recommend adding “STD Claim Determinations” to the title of this section. The new title will read:

**11.0 Appeals – STD Claim Determinations**

**N. Section 18.0 – LTD Appeals**

To clarify that Section 18.0 addresses the LTD appeal process, we recommend adding “LTD Claim Determinations” to the title of this section. The new title will read:

**18.0 Appeals – LTD Claim Determinations**

**O. Section 20.1.1.7 – Removal of Repetitive Language**

The section that is crossed out is already addressed in Rule 20.1.1.10 and provides a clearer description.

If the employing organization is ~~not able~~ **unable** to accommodate the employee with temporary restrictions or limitations, the employing organization must notify



the RTW Coordinator stating the reason the accommodation cannot be granted. ~~Once an employee has been released to modified duty or regular work, the employee is required to return to work at such time that the employing organization is able to accommodate the restrictions or limitations.~~ Employees should work closely with the RTW Coordinator and the employing organization if modified duty is being requested.

**P. Section 20.1.1.13 – Employee Position Status During STD**

Rule 20.1.1.13 has been added to remind employing organizations that they may not permanently fill an employee’s position while the STD claim is in an approved status.

20.1.1.13                      Employing organizations may not permanently fill an employee’s position while the STD claim is in an approved status. However, throughout the approved STD benefit period employing organizations retain the right to impose disciplinary measures up to and including dismissal for just cause.

**Q. Section 20.1.1.7 & 20.1.1.9 - Grammar Correction**

A grammatical correction was made in Rule 20.1.1.7 and 20.1.1.9.

20.1.1.7                      If the employing organization is ~~not able~~ **unable** to accommodate the employee with temporary restrictions or limitations, the employing organization must notify the RTW Coordinator stating the reason the accommodation cannot be granted. ~~Once an employee has been released to modified duty or regular work, the employee is required to return to work at such time that the employing organization is able to accommodate the restrictions or limitations.~~ Employees should work closely with the RTW Coordinator and the employing organization if modified duty is being

20.1.1.9                      If the employing organization is ~~not able~~ **unable** to accommodate the employee’s restrictions so that he/she may return to work, the employee may be eligible for a continuation of STD benefits provided the employee is still unable to perform the essential duties of their own occupation.

**R. Sections 20.1.1.6, 21.2 & 21.6 – Contact RTW Coordinator**

Language has been updated in Rule 20.1.1.6 to remind the employing organization to engage in an interactive process with a Qualified Individual with a Disability who can perform the essential functions of the position with or without a reasonable accommodation. Language has been updated in Rule 21.2 to suggest that an individual should contact the RTW Coordinator prior to the onset of LTD whenever possible to discuss RTW processes and options. The intention is to facilitate RTW and to reduce or eliminate the LTD benefit period. Rule 21.6 has been updated to

remind former non merit employees that they are entitled to RTW services with the assistance of the RTW-C. The intention is to facilitate and to reduce or eliminate the LTD benefit period.

20.1.1.6 The employee is eligible to receive assistance from the RTW Coordinator and the employing organization if temporary restrictions and limitations prevent an employee from performing his/her job at full capacity. ~~or should an assistive device be necessary.~~ The employee will return to ~~modified, transitional or~~ full duty work as soon as approved to do so by a medical provider as well as with the approval of the employing organization and within the merit rule time frames.

21.2. Individuals previously employed in a Merit position, ~~must~~ **should** contact the RTW Coordinator at the Statewide Benefits Office ~~– prior to the beginning of LTD to discuss the RTW processes.~~

21.6 Individuals formerly employed by a school district, charter school, institution of higher education or other non-merit employing organization, **may utilize the services of the RTW Coordinator and/or former employing organization for placement assistance.**

#### **S. Section 21.9 – RTW Assistance Entitlement**

Rule 21.9 has been added to clarify that an individual is entitled to RTW services after the exhaustion of the 182 maximum STD benefit period regardless of the LTD status. This is important as individuals hired on or after January 1, 2006 are subject to a pre-existing clause for LTD approval.

21.9 **Individuals are not required to have been approved or be approved for LTD to receive RTW services from the Statewide Benefits Office.**

