

**MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE  
BURBANK EMPLOYEES RETIREE MEDICAL TRUST**

**(Including Plan Amendment Nos. 1-19)**

**Restated Effective August 1, 2024**

Dr. 7/11/24 Incl. Am. Nos. 1-19

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**TABLE OF CONTENTS**

<b>SECTION 1. DEFINITIONS .....</b>	<b>1</b>
<b>SECTION 2. ENTITLEMENT TO BENEFITS .....</b>	<b>5</b>
2.1 Eligibility.....	5
2.2 Active Service.....	6
2.3 Self Pay Contributions.....	6
2.4 No Rebate or Refund.. ..	6
<b>SECTION 3. BENEFITS.....</b>	<b>6</b>
3.1 General.....	6
3.2 Personal Benefit levels for Regular Beneficiaries. ....	7
3.3 Commencement of Benefits for Regular Beneficiaries. ....	9
3.4 Termination of Benefits for Regular Beneficiaries.....	10
3.5 Benefits from Employee Accounts for Account Beneficiaries.....	10
3.6 Benefit Claim Procedure.....	12
3.7 Prohibition of Assignment and Protection from Creditors. ....	15
<b>SECTION 4. CLAIM APPEAL PROCEDURES .....</b>	<b>15</b>
4.1 Beneficiary’s Duty to Notify Trust Office of Claim.....	15
4.2 Acceptance or Denial of Claims by Trust Office.....	16
4.3 Appeal Procedures. ....	17
4.4 Right to Court Review, time Limit to Bring Lawsuit. ....	18
<b>SECTION 5. MISCELLANEOUS .....</b>	<b>19</b>
5.1 Limitation of Rights.....	19
5.2 Applicable Laws and Regulations .....	19
5.3 Confidentiality .....	19
5.4 Trustee Authority.....	19
5.5 Divorce Court Orders: QDRO and QMCSO Review Costs and Procedures.....	19
5.6 Missing Participant Policies and Procedures.....	19
<b>SECTION 6. AMENDMENTS AND TERMINATION .....</b>	<b>19</b>
<b>SECTION 7. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION .....</b>	<b>20</b>
7.1 General.....	20
7.2 Disclosure to the Board of Trustees.....	20
7.3 Security of Electronic PHI.....	21
<b>APPENDIX A.....</b>	<b>23</b>

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**PREAMBLE**

WHEREAS, the City of Burbank and various groups and bargaining units representing employees of Burbank, which groups are signatory hereto (hereafter, the “Burbank City Employees Coalition” or “Coalition”), entered into an Agreement regarding medical coverage for all City employees, wherein the City and the Coalition agreed that contributions would be made to a benefit trust for the purpose of funding, in whole or in part, retiree health benefits; and

WHEREAS, the City and the Coalition established such a trust as of April 1, 2003, granting administration of the Trust to a Board of Trustees pursuant to the Trust Agreement governing the Burbank Employees Retiree Medical Trust, effective April 1, 2003; and

WHEREAS, the Board of Trustees adopted the Medical Expense Reimbursement Plan of the Burbank Employees Retiree Medical Trust, effective April 1, 2003, and thereafter has restated the Plan twice, incorporating Amendment Nos. 1-14;

WHEREAS, the Board of Trustees now wishes restated the Plan a third time to incorporate Amendment Nos. 15-19.

NOW, THEREFORE, the Board of Trustees does hereby adopt this restated Medical Expense Reimbursement Plan of the Burbank Employees Retiree Medical Trust, including Amendment Nos. 1 through 19, and further modifications for clarity, legal updates, and correction of scrivener’s errors, effective August 1 2024, as set forth in the following pages.

**SECTION 1. DEFINITIONS**

Where the following words and phrases appear in this Plan, they shall have the meaning set forth in this Section, unless the context clearly indicates otherwise. Other words and phrases with special meanings are defined where they first appear unless their meanings are apparent from the context.

**1.1 “Active Service”** means service as defined in Section 2.2 herein, after the Employee’s Effective Date.

**1.2 “Actuarially Equivalent”** means an actuarial calculation based on a discount rate of 5% and a mortality assumption based on the CalPERS 1997-2015 mortality table, with mortality projected fully generational with Scale MP-2021.

**1.3 “Association”** means a participating labor organization or bargaining unit in the Coalition; and any other labor organization or bargaining unit that has signed a Memorandum of Understanding with the City, and for which the Trustees have approved participation in the Trust;

or any group that is the subject of a special agreement, as defined in the Trust Agreement, with the Trustees.

**1.4 “Beneficiary”** means an Eligible Retiree, his or her lawful spouse, and the Eligible Retiree’s Children; an Eligible Retiree’s Surviving Spouse and Surviving Children; an Alternate Payee under a QDRO, but not to include any spouse of the Alternate Payee. A **“Regular Beneficiary”** is a person who has become eligible for monthly benefits by meeting the requirements in Section 2.1(a) hereof. An **“Account Beneficiary”** is a person who has become eligible for benefits from an Employee Account by meeting the requirements in Section 2.1(b) hereof.

**1.5 “Board of Trustees” or “Trustees”** means the duly selected board which administers the Plan and Trust, pursuant to the Trust Agreement.

**1.6 “Child(ren)”** means a natural child, legally adopted child, or stepchild of the Employee or Eligible Retiree. **“Surviving Child(ren)”** means an individual who met the definition of Child or Children in the foregoing sentence at the time of the Eligible Retiree’s death and who continues to meet those requirements. Child or Surviving Child shall also include a child of any age who is legally dependent upon the Eligible Retiree (or was legally dependent upon the Eligible Retiree at the time of the Eligible Retiree’s death) for support and maintenance for so long as the child is determined to be totally disabled by the Social Security Administration.

**1.7 “City”** means the City of Burbank.

**1.8 “Coalition”** means the Burbank City Employees Coalition, which currently includes the Burbank City Employees Association, AFSCME Local 3143; International Brotherhood of Electrical Workers, Local 18; and the Burbank Management Association.

**1.9 “Code”** means the Internal Revenue Code, as amended.

**1.10 “Contribution”** means a mandatory transfer to the Trust from payroll, either for each and every employee in a specific classification within a bargaining unit represented by an Association, pursuant to an MOU, or for every employee in a specific employment classification pursuant to a Special Agreement, as allowed by law. All Contributions must be made without any election on the part of an individual employee (except for contributions made pursuant to continuation requirements of federal law under Code Section 4980B). Any elective contributions (other than under Section 4980B) will be returned within thirty (30) days of discovery that the contribution was made by individual election. A **“Contribution Credit”** or **“CC”** means a credit earned in the Plan for each Contribution of \$5 to the Trust on behalf of an Employee for pay periods on or after July 1, 2013.

Historical Note: For Contributions made to the Trust for pay periods before July 1, 2013, an Employee shall receive 520 Contribution Credits for each full year of Contributions, which must include a full Contribution (according to the MOU in effect for that pay period) in each pay period during that year of Active Service. For a year in which the Trust received less than a full year of Contributions on behalf of an Employee, the Trust Office shall prorate the 520 Contribution

Credits as follows: 21.67 CCs per pay period occurring in a year with 24 pay periods and 20 CCs per pay period occurring in a year with 26 pay periods.

**1.11 “Covered Expense”** means any of the following:

- (a) An insurance premium or contribution payment on behalf of a Beneficiary to a health, dental or vision insurance plan, which qualifies as medical care under Code Section 213(d), and for coverage of the Beneficiary in effect while the Beneficiary is eligible for benefits under this Plan;
- (b) Medical expenses, as defined in Code Section 213(d) (i.e., expenses for the diagnosis, cure, mitigation, treatment, or prevention of disease or injury), including insulin but excluding all other non-prescribed drugs, for medical services provided while the Beneficiary is eligible for benefits under this Plan, and which have not been claimed by the Beneficiary as a deduction on his or her personal tax return; and
- (c) Premium payment for qualified long-term care insurance, qualified under Code Sec. 7702B, for coverage of the Beneficiary in effect while the Beneficiary is eligible for benefits under the Plan.

**1.12 “Effective Date”** means April 1, 2003, for Employees in a bargaining unit represented by the Coalition on that date; or, for other Employees, whatever date contributions for that Employee’s Association are required and made to the Trust, if later, as approved by the Trustees.

**1.13 “Eligible Retiree”** means an Employee who is entitled to benefits under Section 2.1 of the Plan.

**1.14 “Employee”** means an individual employed as a permanent employee, who is eligible for the City’s health coverage; who is a member of a bargaining unit represented by a Coalition member or other Association or who is covered by a Special Agreement (as defined in the Trust Agreement); who is a participant in CalPERS; and on whom the required contributions are made to the Trust Fund pursuant to a Memorandum of Understanding or Special Agreement for all periods of Active Service after the Effective Date.

**1.15 “Employee Account”** means the individual bookkeeping account maintained by the Trust in the name of a former Employee, which reflects certain contributions made to the Trust as set forth in Section 3.5.

**1.16 “Employer” or “Participating Employer”** means any state, county, or municipality, or any other public agency, public corporation or governmental unit, that contributes to this Plan pursuant to an MOU or Special Agreement, as defined in the Trust Agreement.

**1.17 “General Benefit Amount”** (or “GBA”) means the amount set from time to time by the Trustees as the basic monthly benefit used to calculate each individual Beneficiary’s actual monthly Personal Benefit Level. **“Personal Benefit Level”** (or “PBL”) means the monthly amount available to a particular Beneficiary for the payment of Covered Expenses.

**1.18 “Memorandum of Understanding”** or **“MOU”** means a written agreement between the City and an Association that requires contributions to the Trust for retiree medical benefits, and subsequent amendments or successor agreements.

**1.19 “Missing Participant”** means an Employee, Eligible Retiree, Surviving Spouse, or known Surviving Child for whom the Trust Office has no address information on file in Trust records, or for whom Trust mail communications have been returned to sender without a valid forwarding address.

**1.20 “Plan”** means this separate written document, together with any amendments duly adopted by the Trustees.

**1.21 “QDRO”** means a qualified domestic relations order as defined in ERISA Section 206(d)(3)(B), 29 USC 1056(d)(3)(B). A domestic relations order will not be treated as a QDRO until the Trust Office determines that it is a QDRO.

**1.22 “QMCSO”** means a qualified medical child support order as defined in ERISA Section 609(a)(2)(A), 29 USC 1169(a)(2)(A).

**1.23 “Special Agreement”** means a written agreement between an entity and the Trustees and any supplement, amendment, continuation, or renewal thereof that obligates the entity to make contributions to the Trust Fund for employees, for the purpose of providing employee welfare benefits to the employees covered by said agreement, and their beneficiaries. The Contribution under the Special Agreement must be at the same level as that in the MOU of the same employer.

**1.24 “Surviving Spouse”** means the lawful spouse of an Eligible Retiree who was in that status at least twelve (12) months on the date of the Eligible Retiree’s death. The Surviving Spouse of an Employee who has satisfied all the requirements of Section 2.1, except the Employee dies prior to attaining the applicable eligibility age in Section 2.1(a)(2) hereof, shall also be considered a Surviving spouse.

**1.25 “Trust”** or **“Trust Fund”** means the Burbank Employees Retiree Medical Trust created by the Trust Agreement and all property and money held by such entity, including all contract rights and records. **“Trust Office”** means the contract administrator hired by the Board of Trustees to administer day-to-day operations of the Trust.

**1.26 “Trust Agreement”** or **“Agreement”** means the Trust Agreement governing the Burbank Employees Retiree Medical Trust, effective April 1, 2003, and any amendments hereto.

## SECTION 2. ENTITLEMENT TO BENEFITS

### 2.1 Eligibility.

(a) Eligibility as a Regular Beneficiary. An Employee shall become an Eligible Retiree entitled to monthly benefits as a Regular Beneficiary under Section 3.2 hereof when he or she meets all the requirements set forth in this Section 2.1(a), as follows:

- (1) The Employee has earned five years of Active Service;
- (2) The Employee attains age 58; provided however, that if the Employee separates from employment with the City, or another Participating Employer which contributes to the Plan, more than 120 days prior to the date that the Employee satisfies the requirement set forth in subsection 2.1(a)(3) hereof, then the Employee must attain age 65;
- (3) The Employee retires from CalPERS, i.e., has applied for and obtained his or her 'official retirement date' from CalPERS and has started receiving monthly pension benefits from CalPERS (other than as a lump sum cash out); and
- (4) Contributions have been made to the Plan for all Active Service of the Employee, and Contributions to the Plan from the Participating Employer on behalf of the Employee have ceased. (An Eligible Retiree or other Beneficiary can make COBRA contributions pursuant to Section 2.2(b) or (c) to increase his or her Personal Benefit Level and simultaneously receive benefit payments, provided all eligibility requirements are satisfied.)

(b) Eligibility as an Account Beneficiary: Employee Account Benefits. An Employee shall become an Eligible Retiree entitled to receive benefits as an Account Beneficiary under Section 3.5 hereof, when he or she meets all of the requirements set forth in this Section 2.1(b), as follows:

- (1) Contributions had been made to the Plan;
- (2) The Employee does not meet the Active Service requirement in 2.1(a)(1), and/or the CalPERS retirement requirement in 2.1(a)(3), necessary to become a Regular Beneficiary, and as a result the Employee Contributions (i.e., deductions from wages) made on his or her behalf are credited to an individual Employee Account; and
- (3) The Employee has separated from service with a Participating Employer, and Contributions to the Plan from the Participating Employer on behalf of the Employee have ceased, including COBRA contributions pursuant to Section 2.2(b) or (c).

## 2.2 Active Service.

(a) Bargaining Unit Service. Active Service is used to determine an Employee's eligibility under this Plan. An Employee may earn Active Service in the following ways:

- (1) For regular full-time and regular part-time employment (with a job assignment of 20 hours or more per week) as an Employee;
- (2) For time as an Employee on any authorized leave of absence from a participating employer, including authorized disability, illness, or injury, provided that contributions are made to the Plan during that time; and
- (3) For service in the Armed Forces, as required by federal law.

(b) Contributions after Termination or Reduction of Employment (COBRA). An Employee whose employment is terminated or whose employment hours are reduced to less than 20 hours per week may continue to earn Active Service and Contribution Credits by periodic self-payment of contributions, for a period of 18 months or more as required pursuant to the federal law known as COBRA, and rules set by the Trustees.

(c) Spouse or Child Contribution (COBRA). After the death of an Employee, divorce of spouse and Employee, or loss of Child status, a spouse, Surviving Spouse, Child or Surviving Child may continue to earn Active Service and Contribution Credits by periodic self-payment of Contributions, for a maximum of 36 months, pursuant to rules set by the Trustees.

**2.3 Self-Pay Contributions.** Self-payment rules for purposes of 2.2(b)-(c) shall be set by the Trustees and may be obtained from the Trust Office.

**2.4 No Rebate or Refund.** Beneficiaries shall receive benefits from the Plan only as reimbursement of Covered Expenses. No Beneficiary or Employee shall be eligible for rebates or refunds of any contributions made, except as reimbursement of Covered Expenses. As permitted by applicable law and approved by the Board of Trustees, any elective contributions (other than under COBRA or USERRA) will be refunded upon discovery that the contribution was made by individual election. Beneficiaries are not entitled to Active Service based on an elective contribution, regardless of whether the contribution is refunded.

## SECTION 3. BENEFITS

### 3.1 General.

(a) Subject to the exclusions and limitations set forth in this Plan, a Beneficiary is entitled to reimbursement of Covered Expenses paid by the Beneficiary on behalf of a Beneficiary, after the Beneficiary becomes eligible under this Plan and after April 1, 2008.



(1) Carryover of Excess Covered Expenses. Amounts of Covered Expenses in excess of the Personal Benefit Level of the Beneficiary that are properly submitted to the Trust Office shall be paid in subsequent months, up to the Beneficiary's Personal Benefit Level.

(2) No Carryover of Unused Personal Benefit Level. If a Beneficiary does not submit a claim for Covered Expenses, paid in a particular month, that is equal to or greater than his or her Personal Benefit Level for that month, then the unused balance of the Beneficiary's Personal Benefit Level for that month shall not be carried over to the next month.

(b) An Employee may become a Beneficiary under Section 2.1(a) or 2.1(b), but not both. The rules in Sections 3.2, 3.3 and 3.4 apply to Regular Beneficiaries, i.e., those Beneficiaries who became eligible under Section 2.1(a) hereof. The rules in Section 3.5 apply to Account Beneficiaries, i.e., those Beneficiaries who became eligible under Section 2.1(b) hereof for benefits from Employee Accounts. All benefit payments are subject to proper and timely submission of claims pursuant to Section 3.6 hereof.

(c) Recoupment of Overpaid Benefits. If the Trust overpays benefits in regard to a Beneficiary, the Trust Office, as directed by the Trustees, shall have the right to request repayment of the overpayments from the Beneficiary. If the Beneficiary fails to repay the Trust for the amount of the overpayment, the Trust Office, as directed by the Trustees, shall have the right to recoup the overpaid amount from the Beneficiary's future benefit payments. The Beneficiary will be obligated to repay the Trust for overpaid benefits, as requested by the Trustees. This section will be administered as allowed by law.

(d) Benefits Not Vested. The benefits of this Plan are not vested, and may be modified or terminated for some or all Beneficiaries, including current and/or future Beneficiaries.

**3.2 Personal Benefit levels for Regular Beneficiaries.**

(a) Retirees.

(1) The Trustees shall periodically set the General Benefit Amount, which shall be set forth in Appendix A to the Plan, which is by this reference incorporated herein.

(2) The Personal Benefit Level for an Eligible Retiree shall be determined according to the schedule below, based on the number of Contribution Credits earned by the Eligible Retiree.

Number of Contribution Credits ("CC")	Percentage of General Benefit Amount
Tier A: 1,300 CC to 2,599 CC	50%
Tier B: 2,600 CC to 5,199 CC	100%

Tier C: 5,200 CC to 7,799 CC	133%
Tier D: 7,800 CC to 10,399 CC	170%
Tier E: 10,400 or more CC	210%

(3) The General Benefit Amount used to calculate an Eligible Retiree's Personal Benefit Level shall be based on the lower General Benefit Amount in effect on the following: (i) the month in which the Trust ceases to receive contributions on behalf of that Employee; or (ii) the month in which the Eligible Retiree starts to receive benefit payments from the Trust.

(b) Surviving Spouses and Children. The Personal Benefit Level for a Surviving Spouse shall be 100% of the Personal Benefit Level for the Eligible Retiree. If there is no Surviving spouse and there are surviving Children, the Personal Benefit Level shall be 50% of the Personal Benefit level for the Eligible Retiree (to be divided among the Children). There shall be no survivor benefits for the family or dependents of an Alternate Payee on the death of the Alternate Payee, except that the Children from the marriage of the Eligible Retiree and Alternate Payee shall continue to have Surviving Child benefits calculated based upon the Personal Benefit Level of the Alternate Payee, which shall commence as stated in Section 3.3(c) hereof.

(c) Adjustments. The Trustees may adjust the General Benefit Amount and Tiers from time to time, which adjustments may apply to some or all current and/or future Beneficiaries, as determined by the Trustees.

(d) Alternate Payees Under QDROs. The monthly Personal Benefit Level for an Alternate Payee pursuant to a QDRO will be determined as described in this section. A QDRO may award an Alternate Payee a portion of the Employee's Personal Benefit Level and corresponding Contribution Credits.

(1) Designation of Portion of Personal Benefit Level and Actuarial Adjustment. A QDRO may designate a fixed amount or a percentage of the Employee's or Eligible Retiree's Personal Benefit Level earned during the marital period, as defined in the QDRO, to the Alternate Payee. No other method of division of the Employee's or Eligible Retiree's monthly benefit shall be permitted. The Trust Office, in consultation with the Plan's actuary, shall convert the Personal Benefit Level thus designated for the Alternate Payee into an Actuarially Equivalent calculation of the Personal Benefit Level of the Alternate Payee, based on the Alternate Payee's age and the month that commencement of benefits is first available to the Alternate Payee.

(2) Modification of Alternate Payee Personal Benefit Level. The Personal Benefit Level of the Alternate Payee shall change from time to time, based on changes to the General Benefit Amount and otherwise, in the same manner and percentage as the Employee's or Eligible Retiree's monthly benefit changes. These

changes may occur before or after the commencement of benefit payments to the Alternate Payee.

### **3.3 Commencement of Benefits for Regular Beneficiaries.**

(a) Retiree. An Eligible Retiree who is a Regular Beneficiary shall be eligible for monthly benefits upon meeting the eligibility requirements of Section 2.1(a) and cessation of contributions on his or her behalf. An Eligible Retiree eligible for monthly benefits as a Regular Beneficiary, who elects to make COBRA contributions to increase his or her Personal Benefit Level, shall receive benefits at his or her current Personal Benefit Level during COBRA contributions until the Eligible Retiree makes sufficient COBRA contributions to qualify for the next Personal Benefit Level under Section 3.2(a) hereof.

(b) Surviving Spouse. A Surviving Spouse shall be entitled to monthly benefit payments starting the month after the Eligible Retiree would have attained the applicable eligibility age in subsection 2.1(a)(2) hereof, or on termination of COBRA contributions, whichever occurs later. If a Surviving Spouse is a Qualified Beneficiary under COBRA and elects to make COBRA contributions to increase his or her Personal Benefit Level, the Surviving Spouse shall receive benefits at his or her current Personal Benefit Level during COBRA contributions until the Surviving Spouse makes sufficient COBRA contributions to qualify for the next Personal Benefit Level under Section 3.2(a) hereof.

(c) Surviving Children. If there is no Surviving Spouse, benefit payments to a Surviving Child shall commence upon death of the Eligible Retiree, or on termination of COBRA contributions, whichever occurs later. If a Surviving Child is a Qualified Beneficiary under COBRA and elects to make COBRA contributions to increase his or her Personal Benefit Level, the Surviving Child shall receive benefits at his or her current Personal Benefit Level during COBRA contributions until the Surviving Child makes sufficient COBRA contributions to qualify for the next Personal Benefit Level under Section 3.2(a) hereof.

(d) Alternate Payee. An Alternate Payee, pursuant to a QDRO, may commence receiving benefits at a time specified in the QDRO, but no earlier than the earliest date the Employee would be eligible to begin receiving benefits, if the Employee ceased employment with the Participating Employer on such date. The Surviving Children of the marriage of the Eligible Retiree and Alternate Payee shall commence receiving benefits based on the Alternate Payee's Personal Benefit Level starting the month after the death of the Alternate Payee. An Alternate Payee may be a Qualified Beneficiary under COBRA, provided notice of the divorce is delivered timely to the Trust Office. If an Alternate Payee elects to make COBRA payments to increase his or her Personal Benefit Level, the Alternate Payee shall receive benefits at his or her current Personal Benefit Level during COBRA contributions until the Alternate Payee makes sufficient COBRA contributions to qualify for the next Personal Benefit Level under Section 3.2(a) hereof.

### **3.4 Termination of Benefits for Regular Beneficiaries.**

- (a) Eligible Retirees. Subject to Section 3.4(e), an Eligible Retiree's monthly benefit coverage under the Plan shall terminate on the date of the Eligible Retiree's death. Claims for Covered Expenses which are properly and timely submitted on behalf of the deceased Retiree after death will be paid for the months through and including the month in which the Retiree died, at the rate of the monthly Personal Benefit Level for that Retiree.
- (b) Surviving Spouse. Subject to Section 3.4(e), the coverage of a Surviving Spouse under the Plan shall terminate on the date of the Surviving Spouse's death. Claims for Covered Expenses, which are properly and timely submitted on behalf of the deceased Surviving Spouse after death, will be paid for the months through and including the month in which the Surviving Spouse died, at the rate of the monthly Personal Benefit Level for that Surviving Spouse.
- (c) Surviving Children. Surviving Children shall be entitled to benefits until loss of Child status, as defined in Section 1.6 hereof, or death, whichever occurs first.
- (d) Alternate Payees under QDROs. The benefits for an Alternate Payee under a QDRO shall terminate on the first of the month following the date of the Alternate Payee's death. An Alternate Payee's benefit shall not be suspended if the Employee on whom it is based returns to employment with a Participating Employer.
- (e) Lifetime Benefits Are Not Guaranteed. The Plan is currently written to provide benefits for Regular Beneficiaries until death. However, this is not guaranteed. The Trustees reserve the right to modify, limit, or terminate benefits, pursuant to Section 6 hereof. Such changes may apply to some or all current and/or future Beneficiaries, and may apply whether or not the Plan terminates.
- (f) Suspension of Benefits for Return to Employment. An Eligible Retiree's benefit payments shall be suspended on the date that the Eligible Retiree again becomes employed by the City or another Participating Employer. Upon cessation of employment with all Participating Employers, benefit payments shall resume. A Surviving Spouse, who is also an Employee, shall be eligible to receive Surviving Spouse benefits regardless of employment with a Participating Employer.

### **3.5 Benefits from Employee Accounts for Account Beneficiaries.**

- (a) Employee Account. An Employee who becomes an Eligible Retiree under Section 2.1(b) hereof as an Account Beneficiary, and his or her Beneficiaries, are entitled to reimbursement of Covered Expenses from his or her Employee Account. The balance in the Employee Account shall include the following amounts:
- (1) Employee Contributions. For an Employee who does not satisfy the eligibility requirements of Section 2.1(a)(1) and/or 2.1(a)(3), the Trust Office shall calculate all Employee Contributions, i.e., deductions from wages, made to the Plan

by the Employee and credit those Contributions to the Employee Account, according to rules set by the Board of Trustees.

(2) *Earnings.* The Trust Office shall periodically credit interest earned on the Employee Account balance after credit of Employee contributions to the Employee Account, at the current rate of the money market account selected by the Trustees, to the Employee Account balance.

(3) *Debits.* The Trust Office shall periodically debit from the Employee Account an amount of the Plan's administrative expenses proportionate to the cost for administration of the Employee Account, as determined by the Trustees.

(b) No Personal Benefit Level from Employee Account. There shall be no maximum amount (i.e., no Personal Benefit Level) on a claim against the Employee Account, so long as all claims are for reimbursement of Covered Expenses, and the balance in the Employee Account is sufficient to reimburse the claim.

(c) Commencement and Termination of Benefits from Employee Accounts. An Account Beneficiary shall be eligible for reimbursement of Covered Expenses from the Employee Account upon separation from employment with a Participating Employer and cessation of Contributions on his or her behalf, including COBRA contributions. Benefit payments from the Employee Account shall commence upon either expiration of the COBRA election period, or if the Beneficiary elects to make COBRA contributions, then termination of COBRA contributions, pursuant to Section 2.2(b) and federal COBRA law. Benefits from the Employee Account will terminate when the Employee Account balance reaches zero. If the Account Beneficiary returns to employment with a Participating Employer, eligibility for this benefit shall be suspended until termination of such employment.

(d) Survivor Benefits from Employee Account. The Surviving Spouse of an Eligible Retiree is entitled to reimbursement benefits of Covered Expenses until the Employee Account balance reaches zero. If there is no Surviving Spouse, the Surviving Child(ren) of the deceased Eligible Retiree shall be entitled to such benefits until the Employee Account balance reaches zero or the Child no longer meets the definition of Child under Section 1.6 hereof.

(e) Forfeitures.

(1) *Death of Beneficiaries.* Any balance left in the Employee Account upon the death of all Beneficiaries will forfeit to the Plan.

(2) *Employer Contributions.* If the Employee does not satisfy the eligibility requirements of Section 2.1(a)(1) and/or 2.1(a)(3), then any Employer contributions made to the Plan on behalf of an Employee shall not be credited to the Employee Account and shall forfeit to the Plan.

(f) Alternate Payee Under QDRO with Employee Account. If ordered in the QDRO, the Trust Office shall establish an Employee Account in the name of the Alternate Payee, and transfer the percentage of the Employee Account balance from the Employee or Eligible Retiree's Employee Account to that account, as specified in a QDRO. The provisions of this Section 3.5 shall apply to the Employee Account of the Alternate Payee as follows:

(1) Commencement of Benefits From Employee Account. Benefit payments for reimbursement of Covered Expenses from the Employee Account may commence on the date designated in the QDRO.

(2) Surviving Beneficiaries. There shall be no survivor benefits for the family or dependents of an Alternate Payee on the death of the Alternate Payee, except that the Children from the marriage of the Eligible Retiree and Alternate Payee shall continue to have Surviving Child benefits to the balance of the Employee Account of the Alternate Payee, as long as they continue to meet the definition of Surviving Child in Section 1.6 hereof.

(3) Termination of Benefits From Employee Account. Benefits from the Employee Account will terminate when the Employee Account balance of the Alternate Payee reaches zero, or on the date of death of the Alternate Payee, if there are no Surviving Children, whichever is earlier.

(g) Modification of Rules. The Trustees may modify or amend the rules for benefit payments from Employee Accounts, which may apply to some or all current and/or future Beneficiaries, including Alternate Payees.

### **3.6 Benefit Claim Procedure.**

(a) To make a claim for Plan benefits, Beneficiaries must present independent third-party documentation of the following:

(1) the date that medical services were provided or medical supplies purchased (which date must be prior to submission of the claim), or the dates of coverage for insurance premium;

(2) the medical expenses, as defined in Section 1.11(b) hereof, or insurance premiums, as defined in Section 1.11(a) or (c) hereof; and

(3) the Beneficiary's payment of the Covered Expense.

Along with the above documentation, Beneficiaries must submit a completed claim form, approved by the Trustees, to the Trust Office. Prior to issuing payment, the Trust Office shall review such documentation and claim form and determine whether to grant or deny coverage under the Plan. Documentation must be submitted for each medical expense reimbursement claim under Section 1.11(b) hereof. See Section 3.6(c) below for frequency of documentation of recurring premium claims under Sections 1.11(a) and (c).

(b) Documentation of payment under subsection 3.6(a)(3) above shall include, but not be limited to, the following, subject to Trust Office verification, as determined by the Trustees in their sole discretion:

- (1) Canceled check drawn to the name of the insurance provider or medical services provider;
- (2) Copy of confirmation of electronic payment to the insurance provider or medical services provider; or
- (3) Receipt for payment from the medical insurance provider or medical service provider.

Along with the above documentation, Beneficiaries must submit a completed claim form, approved by the Trustees, to the Trust Office. Prior to issuing payment, the Trust Office shall review such documentation and claim form and determine whether to grant or deny coverage under the Plan.

(c) Documentation for Reimbursement of Recurring Monthly Premiums. For reimbursement of recurring monthly premium payments:

- (1) At least annually, the Trust Office must receive the completed and signed claim form of the Trust and documentation that satisfies the requirements of Subsection 3.6(a).
- (2) For each monthly premium reimbursed, except Medicare premiums reimbursed pursuant to Subsection (3) below, the Trust Office must receive documentation that satisfies the requirements of Subsection 3.6(b) showing proof of the Beneficiary's payment of the same monthly premium that the Beneficiary claimed and documented pursuant to the annual documentation requirements in Subsection (1) above.
- (3) For reimbursement of recurring monthly Medicare premiums deducted from Social Security payments, the Trust Office must receive at least once a year, and upon request, the completed and signed claim form of the Trust and the Beneficiary's annual Social Security Administration statement showing the amounts deducted from the Beneficiary's social security payments for Medicare premiums.

(d) If the Trust Office grants coverage on the Beneficiary's claim, all Plan benefits are personal to the Beneficiary and payable only to the Beneficiary, except as provided in subsection 3.6(g), regarding Beneficiary deemed to be incompetent. If the Trust Office denies coverage, in whole or part, on the Beneficiary's claim, or the Plan takes other action adverse to the Beneficiary, the Beneficiary may appeal the denial of coverage or any other adverse determination of the Plan, by taking action pursuant to Section 4.3 hereof.

(e) Beneficiaries may submit claims for reimbursement of Covered Expenses, in the order described below:

(1) Eligible Retiree. Subject to Subsection (4) below, only an Eligible Retiree may submit claims for reimbursement of Covered Expenses of a Beneficiary in his or her family.

(2) Surviving Spouse. Subject to Subsection (4) below, after the death of the Eligible Retiree, only a Surviving Spouse may submit claims for reimbursement of Covered Expenses of a Beneficiary in his or her family, except that during the period that the Surviving Spouse is not eligible for monthly benefit payments as a Regular Beneficiary under Section 3.3(b) hereof, the Surviving Child may submit his or her own claims for reimbursement as a Regular Beneficiary.

(3) Surviving Children. If there is no Surviving Spouse or the Surviving Spouse is not currently eligible for monthly benefit payments, a Surviving Child may submit claims for reimbursement of his or her own Covered Expense from the monthly benefit amount as a Regular Beneficiary. If there is no Surviving Spouse, a Surviving Child may submit claims for reimbursement of his or her own Covered Expense from the individual account balance as an Account Beneficiary.

(4) Delegation of Authority to Submit Claims. An Eligible Retiree or Surviving Spouse may delegate authority to submit claims to a family member by completing and submitting to the Trust Office a form approved by the Trustees for that purpose.

(5) Revocation of Authority to Submit Claims. An Eligible Retiree or Surviving Spouse may revoke authority granted pursuant to Subsection 3.6(d)(4) hereof at any time by submitting a written revocation (including via email) to the Trust Office.

(6) An Alternate Payee shall have authority to submit claims for Covered Expenses of Children from the marriage of Eligible Retiree and Alternate Payee.

(f) Claims for Plan benefits must be submitted no later than three (3) months after the end of the calendar year in which the Beneficiary made the payment of Covered Expense, i.e., by March 31<sup>st</sup> of the year following the year of payment. However, the Trust Office may waive the deadline for good cause shown, according to guidelines set by the Trustees.

(g) Subject to subsection (g) below, unless specifically provided by law, the Trustees shall not make any payments on behalf of or distributions to any person entitled to any benefits except to a Beneficiary personally or pursuant to a QDRO or QMCSO under federal law.

(h) If a Beneficiary is deemed to be incompetent by a lawful judicial forum, then the Trust Office may pay any benefit claims payment to the person that the judicial forum has appointed as the Beneficiary's representative, and the Beneficiary's representative may submit claims and take action on the Beneficiary's behalf, subject to the requirements of



this Section 3.6. The Trustees shall not be under any duty to oversee the application of funds so paid, and receipt by the Beneficiary's representative shall be full acquittance to the Trustees, the Trust Office, and the Plan.

(i) A Beneficiary or Employee who does not have a claim for current Covered Expenses, but seeks to enforce his or her rights under the terms of the Plan or seeks to clarify his or her rights to future benefits or eligibility under the terms of the Plan, may submit a written request to the Trust Office explaining his or her position and asking for a decision or clarification. The Beneficiary or Employee should enclose any relevant documentation supporting the request. If the Beneficiary or Employee is not satisfied with the decision of the Trust Office, the Beneficiary or Employee may request an appeal of the Trust Office decision to the Board of Trustees pursuant to Section 4.3 hereof.

### **3.7 Prohibition of Assignment and Protection From Creditors.**

(a) No Assignment or Encumbrance of Benefits. No benefit payment under this Plan shall be subject in any way to assignment, alienation, sale, transfer, pledge, attachment, garnishment, or encumbrance of any kind. Any attempt by the Employee or Beneficiary, or any other person or entity, to assign, alienate, sell, transfer, pledge, attach, garnish, or encumber the benefits or monies due from this Plan, whether for current or future benefits, shall be void. The Plan shall not honor any direct or indirect arrangement, whether revocable or irrevocable, whereby a person or entity acquires or receives from an Employee or Beneficiary any right or interest under this Plan for part or all of the Employee's or Beneficiary's current or future benefit payments. Any such arrangement shall be void under this Plan.

(b) No Assignment of Rights under Law. Any attempt by the Employee or Beneficiary, or any other person or entity, to assign, alienate, sell, transfer, pledge, attach, garnish or encumber the Employee's or Beneficiary's rights under this Plan shall be void, including but not limited to, the right to bring any action in court, file a lawsuit or appeal a coverage determination, the right to enforce rights or eligibility under the Plan, the right to benefits or eligibility under the Plan, the right to clarify rights to future benefits or eligibility under the Plan, and the right to request copies of Plan documents or annual reports. The Plan shall not honor any direct or indirect arrangement, whether revocable or irrevocable, whereby a person or entity acquires or receives from an Employee or Beneficiary any such right. Any such arrangement shall be void under this Plan.

(c) Protection of Benefits from Creditors. The Plan and Fund are exempt from all claims from creditors or other claimants and from all orders, decrees, garnishments, executions, and legal processes or proceedings, except in connection with qualified medical child support orders or qualified domestic relations orders.

## **SECTION 4. CLAIM APPEAL PROCEDURES**

**4.1 Beneficiary's Duty to Notify Trust Office of Claim.** The Beneficiary is required to notify the Trust Office of his or her claim for benefits pursuant to Section 3 hereof, before he or she is

entitled to either receive benefits under this Plan, or appeal the Trust Office's decision denying a request for benefits.

#### **4.2 Acceptance or Denial of Claims by Trust Office.**

(a) Standard Claim Decision – Timing. The Trust Office shall consider each claim for Plan benefits and determine whether to grant or deny coverage under the Plan. Subject to Sections 4.2(b) and 4.2(c) hereof, the Trust Office shall send written notification of its decision to the Beneficiary not later than 30 days after receipt of the Beneficiary's claim. This 30-day period shall commence upon the Trust Office's receipt of a claim form or other request for reimbursement from the Beneficiary, irrespective of whether the Beneficiary has provided all of the documentation and information necessary for it to determine the claim. If coverage is granted, the Beneficiary shall receive payment pursuant to Section 3.6. If the claim is denied, the Beneficiary has the right to appeal the claim, pursuant to Section 4.3 hereof and the Plan's appeal procedures, if any, available from the Trust Office. The denial notification shall include the following information:

- (1) The specific reason(s) for such denial;
- (2) Specific reference to the Plan provisions upon which the denial is based;
- (3) A statement that the Beneficiary is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Beneficiary's claim for benefits;
- (4) A description of any additional material or information necessary for the Beneficiary to perfect the claim and an explanation of why such material or information is necessary;
- (5) A statement identifying any internal rules, guidelines, protocols, or other similar criteria relied upon in the denial, copies of which will be provided free of charge to a Beneficiary upon request;
- (6) An explanation of the Plan's appeal procedures, if any, with respect to the denial of benefits and a statement of the Beneficiary's right to bring an action under ERISA Section 502(a), after exhausting the Plan's appeal procedures; and
- (7) A description of the Plan's limitation period for filing a lawsuit against the Plan for benefit payments, as stated in Section 4.4(b) hereof.

(b) Extension of Time – Special Circumstances. If the Trust Office determines that special circumstances require an extension of time for processing the claim, written notice of the extension shall be furnished to the Beneficiary prior to the termination of the initial 30-day period referenced in Section 4.2(a) hereof. The Trust Office's extension notice shall: (i) inform the Beneficiary that it needs the extension; (ii) explain the special circumstances that require the extension; (iii) identify any additional information it may need from the Beneficiary (if the extension is needed due to insufficient information); and

(iv) confirm the date by which the Trust Office expects to render a benefit determination. In no event shall such extension exceed a period of fifteen (15) days from the end of the initial 30-day period. In the event that additional information is needed from the Beneficiary and the beneficiary fails to submit all necessary information and documentation to allow the Trust Office to decide the claim by the end of the tolling period in Section 4.2(c) hereof, the Trust Office may not further extend the time for making its decision on the claim, unless the Beneficiary agrees in writing to further extend the deadline.

(c) Tolling of Claim Determination for Time to Submit Claim Information and Documentation. The Beneficiary shall be allowed at least 45 days from his or her receipt of the Trust Office's request for additional information within which to provide the Trust Office with the additional information requested. In such case, the 15-day extension period, and any remaining portion of the initial 30-day period for the Trust Office to decide the claim, is tolled from the date on which the request for additional information is received by the Beneficiary. This tolling period shall expire on the earlier of: (i) the date that the Trust Office receives a response from the Beneficiary, without regard to whether the Beneficiary's response provides all of the information and documentation requested and necessary for the Trust Office to decide the claim; or (ii) the date of the deadline established by the Trust Office for the Beneficiary to furnish the requested information (*i.e.*, at least 45 days from the Beneficiary's receipt of the request). Nothing in this Section shall preclude the Beneficiary from voluntarily agreeing to provide the Trust Office additional time within which to make a decision on a claim.

**4.3 Appeal Procedures.** The Trustees, Beneficiaries and any person who claims to be entitled to benefits under this Plan shall follow the provisions in this Section 4.

(a) Exclusive Procedures. The procedures specified in this Section, together with any written hearing procedures adopted by the Trustees, shall be the exclusive procedures available to a person dissatisfied with an eligibility determination, benefit claim decision or response to written request pursuant to Section 3.6(h) hereof, or to a person who is otherwise adversely affected by any action of the Trustees.

(b) Request for Hearing. Any person whose claim has been denied may appeal to the Trustees to conduct a hearing in the matter, provided that he or she requests the hearing in writing within 181 calendar days after receipt of notification of the denial of benefits or other adverse determination. The letter requesting a hearing should also indicate the reasons why the Beneficiary believes that the grounds for denial of benefits are inapplicable. The Beneficiary may request and examine documents pertinent to the denial and may submit written comments, documents, records and other information relating to the claim for benefits to the Trustees. The Beneficiary shall also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Beneficiary's claim for benefits.

- (c) Hearing Procedure. If the Beneficiary requests a hearing, the Board of Trustees shall conduct a hearing, as required by applicable law. The Beneficiary shall be entitled to present his or her position and any evidence in support thereof at the hearing. The Beneficiary may be represented by an attorney or any other representative of his or her choosing at the Beneficiary's expense.
- (d) Decision on Appeal. On the appeal, the Trustees shall issue a written decision, affirming, modifying or setting aside the former decision. Any notification of a denial of benefits shall include the following information:
- (1) The specific reason(s) for such denial;
  - (2) Specific reference to the Plan provisions upon which the denial is based;
  - (3) A statement that the Beneficiary is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Beneficiary's claim for benefits; and
  - (4) An explanation of the Beneficiary's right to bring an action in federal court under ERISA Section 502(a), after exhaustion of the Plan's administrative procedures;
  - (5) A statement identifying any internal rules, guidelines, protocols, or other similar criteria relied upon in the denial, copies of which will be provided free of charge to the Beneficiary upon request; and
  - (6) The statement, "You and your beneficiaries may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact his or her local U.S. Department of Labor Office and your State insurance regulatory agency."

#### **4.4 Right to Court Review, time Limit to Bring Lawsuit.**

- (a) Exhaustion of Internal Appeal Procedures. An Employee or Beneficiary who is dissatisfied with an eligibility determination, benefit award or response to written request, pursuant to Section 3.6(i) hereof, must first exhaust the procedures in this Section 4 before bringing an action in court.
- (b) Limitation Period for Filing a Lawsuit Against the Trust for Benefit Payments. A Beneficiary has the right to bring action as described in Section 4.4(a) hereof in federal court, pursuant to ERISA Section 502(a), no later than one year after the exhaustion of administrative remedies, which means the date of the written decision by the Board of Trustees on an appeal of a denied benefit claim, or other complaint described in Section 3.6(h).

## SECTION 5. MISCELLANEOUS

**5.1 Limitation of Rights.** Neither the establishment of the Plan and the Trust, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving any Beneficiary or other person any legal or equitable right of action, or any recourse against any Association, the Coalition, or its employees, the Trust or its employees, the Trust Office or the Trustees, except as provided in this Plan and the Trust Agreement.

**5.2 Applicable Laws and Regulations.** Reference in this Plan to any particular sections of any local, state or federal statute shall include any regulation pertinent to such sections and any subsequent amendments to such sections or regulations. Except where this Plan is subject to California law, this Plan and the Fund shall be guided by ERISA, 29 U.S.C. 1001, et seq.

**5.3 Confidentiality.** It is agreed and understood that each Beneficiary who applies for benefits under this Plan is entitled to the same rights and consideration, including the right of confidentiality, and the Trustees shall not be required to nor shall they reveal to any other persons, including the Coalition, its officers, agents or employees, any matters revealed to them in confidence by such Beneficiary in the course of his or her application for benefits, except to the extent required by law. This Plan is subject to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which imposes specific restrictions on the use and disclosure of protected health information.

**5.4 Trustee Authority.** The Trustees shall have authority and broad discretion to determine eligibility for benefits, to interpret and apply the provisions of this Trust and Plan, or of the benefit plans, or of their own motions, resolutions and administrative rules and regulations, or of any contract, instruments, or writings they may have entered into or adopted. The Trustees’ decision shall be binding and conclusive.

**5.5 Divorce Court Orders: QDRO and QMCSO Review Costs and Procedures.** The Trustees shall adopt reasonable procedures for accepting, evaluating, approving, and administering QDROs and QMCSOs. The Trust reserves the right to deduct the reasonable costs associated with reviewing and implementing a QDRO or QMCSO, or an order proposed as such, from the benefits payable to the Eligible Retiree or Beneficiary, according to rules set by the Trustees.

**5.6 Missing Participant Policies and Procedures.** The Trustees shall establish policies and procedures for searching for Missing Participants and shall transmit those policies and procedures to the Trust Office. Each Employee and Beneficiary in this Plan has the duty to inform the Trust Office of changes in his or her contact information, including but not limited to: home address (or post office box), phone number (cell phone number if available), and email address.

## SECTION 6. AMENDMENTS AND TERMINATION

Trust resources for payment of benefits consist of Contributions required by the current MOU, assets held in the Trust, and investment returns of the Trust investments. All benefits are paid from Trust assets, and the Plan’s obligation to make any benefit payment shall be limited by amounts held in the Trust and the financial stability of the Plan at the time of payment. In order

that the Board of Trustees may carry out its obligation to maintain, within the limits of Trust resources and applicable law, a program dedicated to providing the maximum possible benefits for all Beneficiaries, the Trustees expressly reserve the right, in their sole discretion, at any time and from time to time, provided that such action does not violate federal discrimination law:

- (a) To adjust the General Benefit Amount.
- (b) To amend or rescind any provision of this Plan.
- (c) To terminate the Plan.

Any such changes may apply to some or all, current and/or future Beneficiaries.

Amendments shall be made by action of the Board of Trustees pursuant to Article IV of the Trust Agreement.

## **SECTION 7. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION**

**7.1 General.** This Plan is subject to the Privacy Rule, as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The HIPAA Privacy Rule sets forth standards to ensure that personal health information is kept private. This Article describes the conditions under which the Plan may disclose Protected Health Information (“PHI”) to the Board of Trustees, and the permitted and required use of such information by the Trustees. For purposes of this Section 7, the term Protected Health Information or PHI shall have the meaning provided in 45 CFR § 160.103.

### **7.2 Disclosure to the Board of Trustees.**

- (a) Permitted Disclosure of Summary Health Information. Summary Health Information is information that summarizes claims history, claims expenses, or type of claims experienced by individuals for whom the Plan has provided benefits, which excludes all demographic information that identifies individual Beneficiaries, or could reasonably be used to identify an individual Beneficiary. The Trust Office, on behalf of the Plan, may disclose Summary Health Information to the Board of Trustees for the purpose of modifying, amending or terminating this Plan.
- (b) Permitted Disclosure of Individual Participation or Enrollment Status. The Trust Office, on behalf of the Plan, may disclose to the Board of Trustees information on whether an individual is participating or enrolled in the Plan.
- (c) Permitted Disclosure of PHI. The Plan may disclose PHI to the Board of Trustees in order for the Trustees to carry out plan administration functions for this Plan.
- (d) Conditions for Disclosure of PHI to Board of Trustees. The Board of Trustees agrees that all Trustees individually, or the Trust Office on behalf of the Board of Trustees,

will take, or avoid, the following actions regarding the use of PHI disclosed to the Board of Trustees:

- (1) To not use or further disclose PHI other than as permitted or required by this Plan, or as required by law.
- (2) To ensure that any agents of the Plan and Trust, including independent contractors and subcontractors, to whom the Trustees and Plan provides PHI, agree to restrictions and conditions required by federal law with respect to PHI.
- (3) To not disclose PHI to employers or Associations for employment related actions and decisions or in connection with any other benefit or employee benefit plan.
- (4) To report to the Plan any use or disclosure of PHI that is inconsistent with the uses or disclosures permitted by the Plan or federal law, of which the Trustees become aware.
- (5) To make available to individual Plan participants access to their own PHI, amendment to their own PHI, and accounting of disclosures of PHI, to the extent required by 45 CFR § 164.524 and 164.526.
- (6) To make internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with 45 CFR § 164.504(f).
- (7) Return or destroy all PHI received from the Plan that the individual Trustees maintain in any form, and retain no copies of such information, when no longer needed for the purpose for which the disclosure was made.
- (8) To limit the access and use of PHI to plan administrative functions for this Plan.

**7.3 Security of Electronic PHI.** The Board of Trustees shall reasonably and appropriately safeguard electronic PHI created, maintained, or transmitted to or by the Board of Trustees on behalf of the Plan. The Board of Trustees will:

- (a) Ensure that the Trust Office, and any agent of the Trust or Plan, including a subcontractor, to whom the Plan provides PHI, agrees to implement reasonable and appropriate security measures to protect the information and comply with federal law.
- (b) Implement processes that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained or transmitted on behalf of the Plan to the Trustees.
- (c) Report appropriately any security incident of which the Trustees become aware.


Adopted at a Board of Trustees meeting on the 6<sup>th</sup> day of August 2024, and restated effective August 1, 2024.

For the **BOARD OF TRUSTEES,**  
**BURBANK EMPLOYEES RETIREE MEDICAL TRUST**



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Trustee



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Trustee



**APPENDIX A**  
**to the**  
**MEDICAL EXPENSE REIMBURSEMENT PLAN**  
**of the**  
**BURBANK EMPLOYEES RETIREE MEDICAL TRUST**

<b>Operative Date*</b>	<b>General Benefit Amount</b>
January 1, 2012	\$300

*\* Note that the Personal Benefit Level for an Eligible Retiree shall be set according to the lesser of the General Benefit Amount in effect during: (1) the month in which the Trust ceases to receive Contributions on behalf of that Employee; or (2) the month in which the Eligible Retiree starts to receive benefit payments from the Trust. Personal Benefit Levels for Eligible Retirees shall vary and be determined pursuant to the schedule under Plan Section 3.2.*

SIGNATURE CERTIFICATE





REFERENCE NUMBER

938E2437-A828-4D78-AA5C-8BD00297E667

TRANSACTION DETAILS	DOCUMENT DETAILS
<b>Reference Number</b> 938E2437-A828-4D78-AA5C-8BD00297E667 <b>Transaction Type</b> Signature Request <b>Sent At</b> 08/16/2024 14:52 EDT <b>Executed At</b> 09/10/2024 18:56 EDT <b>Identity Method</b> email <b>Distribution Method</b> email <b>Signed Checksum</b> 269c1ab77b6e9faed3362d66952ff188b4c8427a764b871a5130ad23cb283673 <b>Signer Sequencing</b> Disabled <b>Document Passcode</b> Disabled	<b>Document Name</b> Restated Medical Expense Reimbursement Plan August 2024 - FINAL A0892417x9E0D7 <b>Filename</b> Restated_Medical_Expense_Reimbursement_Plan_August_2024_-_FINAL_A0892417x9E0D7_.pdf <b>Pages</b> 25 pages <b>Content Type</b> application/pdf <b>File Size</b> 344 KB <b>Original Checksum</b> 62c20aa253ba4990b8502d378e10b3b6680c404c5680f396a1339491cfd30b72

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Bob Kaczmarek <b>Email</b> bkaczmarek@burbankca.gov <b>Components</b> 1	<b>Status</b> signed <b>Multi-factor Digital Fingerprint Checksum</b> 3a3961e1d299217ff5553b252ec892486d08b2479b4709fac3a2e1ab3d070a25 <b>IP Address</b> 174.193.130.70 <b>Device</b> Mobile Safari via iOS <b>Drawn Signature</b>  <b>Signature Reference ID</b> D125F582 <b>Signature Biometric Count</b> 5	<b>Viewed At</b> 09/10/2024 18:51 EDT <b>Identity Authenticated At</b> 09/10/2024 18:56 EDT <b>Signed At</b> 09/10/2024 18:56 EDT
<b>Name</b> Teri Kaczmarek <b>Email</b> teriakaczmarek@gmail.com <b>Components</b> 1	<b>Status</b> signed <b>Multi-factor Digital Fingerprint Checksum</b> b8097a06f508704c75ad2c52572ed706281b64ee6e3711688d73c896e9f96d20 <b>IP Address</b> 104.28.85.220 <b>Device</b> Safari via Mac <b>Drawn Signature</b>  <b>Signature Reference ID</b> 7D5459B5 <b>Signature Biometric Count</b> 6	<b>Viewed At</b> 09/10/2024 16:12 EDT <b>Identity Authenticated At</b> 09/10/2024 16:12 EDT <b>Signed At</b> 09/10/2024 16:12 EDT

AUDITS

TIMESTAMP	AUDIT
08/16/2024 14:52 EDT	Meaghan Barnett (mbarnett@wagnerlawgroup.com) created document 'Restated Medical Expense Reimbursement Plan August 2024 - FINAL_A0892417x9E0D7_.pdf' on Microsoft Edge via Windows from 35.169.110.255.
08/16/2024 14:52 EDT	Teri Kaczmarek (teriakaczmarek@gmail.com) was emailed a link to sign.

<b>TIMESTAMP</b>	<b>AUDIT</b>
08/16/2024 14:52 EDT	Bob Kaczmarek (bkaczmarek@burbankca.gov) was emailed a link to sign.
08/23/2024 09:25 EDT	Bob Kaczmarek (bkaczmarek@burbankca.gov) was emailed a reminder.
08/23/2024 09:25 EDT	Teri Kaczmarek (terikaczmarek@gmail.com) was emailed a reminder.
08/30/2024 09:19 EDT	Bob Kaczmarek (bkaczmarek@burbankca.gov) was emailed a reminder.
08/30/2024 09:19 EDT	Teri Kaczmarek (terikaczmarek@gmail.com) was emailed a reminder.
08/30/2024 09:20 EDT	Teri Kaczmarek (terikaczmarek@gmail.com) viewed the document on Chrome via Windows from 208.117.251.148.
09/10/2024 10:08 EDT	Bob Kaczmarek (bkaczmarek@burbankca.gov) was emailed a reminder.
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09/10/2024 10:08 EDT	Teri Kaczmarek (terikaczmarek@gmail.com) was emailed a reminder.
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09/10/2024 18:56 EDT	Bob Kaczmarek (bkaczmarek@burbankca.gov) signed the document on Mobile Safari via iOS from 174.193.130.70.