RESTATED MEDICAL EXPENSE REIMBURSEMENT PLAN

OF THE

SOUTHERN CALIFORNIA PUBLIC SAFETY RETIREE MEDICAL TRUST

Originally effective February 1, 2006

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PREAMBLE

WHEREAS, the Alhambra Police Officers' Association ("APOA") decided to establish a benefit trust to receive contributions from the City of Alhambra (the "City") and other Participating Employers on behalf of Participating Employees, for the purpose of funding, in whole or in part, retiree health benefits; and

WHEREAS, the APOA established such a trust as of February 1, 2006, granting administration of the Southern California Public Safety Retiree Medical Trust ("Trust") to a Board of Trustees pursuant to the Trust Agreement governing the Southern California Public Safety Retiree Medical Trust, effective February 1, 2006;

WHEREAS, the Board of Trustees has amended the Plan nine (9) times since its initial adoption on February 1, 2006; the Board restated the Plan on February 1, 2014, to incorporate Amendment Nos. 1-6; the Board now wishes to incorporate Amendment Nos. 7-9, and other scrivener's corrections or updates required by law, into a restated Plan for ease of understanding by and communication to the Plan participants;

NOW, THEREFORE, the Board of Trustees does hereby adopt this second Restated Medical Expense Reimbursement Plan of the Southern California Public Safety Retiree Medical Trust, effective June 1, 2018, as set forth in the following pages.

ARTICLE I
DEFINITIONS

Where the following words and phrases appear in this Plan, they shall have the meaning set forth in this Article, 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 **"Association"** means a lawful labor organization or bargaining unit that represents Employees, and is party to a Memorandum of Understanding with a Participating Employer; or any rational class of individuals employed by a Participating Employer that is the subject of a Special Agreement, as defined in the Trust Agreement; provided that

such labor organization, bargaining unit or class of employees has been accepted for participation by the Board of Trustees.

1.3 **"Beneficiary"** means an Eligible Retiree, his or her lawful spouse, and the Eligible Retiree's Children; and an Eligible Retiree's Surviving Spouse, and the Eligible Retiree's Surviving Children.

1.4 **"Benefit Amount"** means the amount set from time to time by the Trustees as the maximum monthly amount available to an Eligible Retiree with at least 12 years of Active Service, for the payment of Covered Expenses. **"Minimum Benefit Amount"** means the amount set from time to time by the Trustees as the amount available for the payment of Covered Expenses for an Eligible Retiree, who has not met the minimum Active Service eligibility requirements under Section 2.1(a) of the Plan. The Benefit Amount and Minimum Benefit Amount are set forth in Appendix A to the Plan. **"Benefit Level"** means the monthly amount available to a particular Beneficiary for the payment of Covered Expenses, based upon all of the terms of the Plan.

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 an individual, who is under the age of 26 and has one of the following relationships with the Employee or Eligible Retiree:

(a) natural son or daughter;

(b) adopted son or daughter, or individual lawfully placed with the Employee or Eligible Retiree for adoption by the Employee or Eligible Retiree;

(c) stepson or stepdaughter;

(d) foster child placed with the Employee or Eligible Retiree by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

"**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. The Child of an Employee who has satisfied all the requirements of Section 2.1, except the Employee dies prior to attaining the eligibility age under Section 2.1(b) hereof, shall also be considered a Surviving Child for so long as he meets the requirements of this Section 1.6. 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 Alhambra.

1.8 **"Code"** means the Internal Revenue Code, as amended.

1.9 **"Contributions"** means, for payments made to the Trust on or after January 1, 2008, contributions that are mandatory for all employees in a bargaining unit or other rational class, pursuant to an MOU or Special Agreement of a Participating Employer (as defined herein).

1.10 **"Covered Expense"** means payment for the following:

(a) premium or contribution payment on behalf of a Beneficiary to a health, dental or vision insurance plan, for coverage of the Beneficiary in effect while the Beneficiary is eligible for benefits under this Plan, for the type of medical expenses excludible from gross income under Code Section 105(b); and

(b) an expense excludable from gross income under 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 or supplies 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.

1.11 **"Effective Date"** means the date upon which Contributions for the Employee are first required and made to the Trust, as approved by the Trustees. For Employees who were employed and a member of the Alhambra Police Officers' Association on July 1, 2005, the original effective date of this Plan, and had contributions made to the Trust on his or her behalf pursuant to a MOU in effect on that date, the Employee's effective date shall be July 1, 2005.

1.12 **"Eligible Retiree"** means an Employee who is entitled to benefits under Section 2.1 of the Plan.

1.13 **"Employee"** means any individual employed as a full time employee on or after that employee's Effective Date, who is a member of a bargaining unit represented by a participating Association; who is a participant in CalPERS or other pension plan of a Participating Employer; and on whose behalf the required Contributions are made to the Trust Fund pursuant to a Memorandum of Understanding or Special Agreement, as defined in the Trust Agreement, for all periods of Active Service after the Effective Date. "Employee" includes Employees promoted out of a participating Association after their Effective Date, as long as mandatory Contributions are made on their behalf pursuant to an MOU for each period of Active Service.

1.14 **"ERISA"** means the federal Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*

1.15 **"Medicare Eligibility"** means eligible to enroll in Medicare based on age (rather than disability) according to the current Medicare law and regulations, whether or not an individual actually enrolls in Medicare.

1.16 **"Memorandum of Understanding"** or **"MOU"** means a written agreement between an Employer and an Association, including a Special Agreement as defined in the Trust Agreement, that requires mandatory Contributions to a retiree medical trust on behalf of each Employee in the bargaining unit covered by the MOU, and subsequent amendments or successor agreements.

1.17 **"Participating Employer" or "Employer"** means a public sector employer (as further defined in the Trust Agreement), which contributes to this Plan pursuant to an MOU.

1.18 **"Plan"** means this separate written document, together with any amendments duly adopted by the Trustees.

1.19 **"QDRO"** or **"Qualified Domestic Relations Order"** means a qualified domestic relations order as defined in ERISA Section 206(d)(3)(B), 29 USC 1056(d)(3)(B).

1.20 **"QMCSO"** or **"Qualified Medical Child Support Order"** means a qualified medical child support order as defined in ERISA Section 609(a)(2)(A), 29 USC 1169(a)(2)(A).

1.21 **"Separated Employment"** means the date entered on the City of Alhambra "Personnel Action" form as the "effective date of this transaction." Following receipt of this form from the City, the Employee will provide a copy to the Trust Office to establish the date that he/she Separated Employment for purposes of this Plan. For Employees of other Participating Employers, the Trustees will establish an analogous process for proof of the date of Separated Employment.

1.22 **"Surviving Spouse"** means the lawful spouse of an Eligible Retiree who was in that status at least 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 eligibility age under Section 2.1(b) hereof, shall also be considered a Surviving Spouse.

1.23 **"Trust"** or **"Trust Fund"** means the Southern California Public Safety 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 Trustees.

1.24 **"Trust Agreement"** or **"Agreement"** means the Trust Agreement governing the Southern California Public Safety Retiree Medical Trust, effective February 1, 2006, and any amendments thereto.

ARTICLE II
ENTITLEMENT TO BENEFITS

2.1 Eligibility. An Employee shall become an Eligible Retiree when he or she meets all the conditions set forth in the following subsections (a) through (d); or alternatively when he or she meets the requirements of subsection (e), if applicable:

(a) The Employee has earned seven (7) years of Active Service;

(b) The Employee attains age 50, if hired before July 1, 2013, and age 57 if hired on or after July 1, 2013;

(c) The Employee has Separated Employment with a Participating Employer; and

(d) Contributions have been made to the Plan for all Active Service of the Employee.

(e) Eligibility of Employees Employed on July 1, 2005. Notwithstanding the foregoing, if an individual was both an Employee and member of the Alhambra Police Officers' Association on July 1, 2005, and had contributions made to the Trust on his or her behalf pursuant to a MOU in effect on that date, such Employee shall become an Eligible Retiree when he or she meets the conditions set forth in subsections (b) and (c) above. Upon meeting those conditions, the Employee shall be entitled to the Minimum Benefit Amount, set by the Trustees pursuant to Section 3.2(a), unless the Eligible Retiree qualifies for a higher Benefit Level as an Eligible Retiree meeting all of the conditions set forth in Sections 2.1(a)-(d) above.

(f) Employee Permanently Disabled in Line of Duty. If an Employee becomes permanently disabled in the line of duty and submits written proof to the Trust Office from the State of California Division of Workers' Compensation of a work-related, permanent disability rating of 40% or more, then that Employee shall be an Eligible Retiree, regardless of whether he or she has met the other eligibility requirements of this Section.

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 full-time employment 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) Contribution after Termination or Reduction of Employment (COBRA). An Employee whose employment is terminated or whose hours are reduced may continue to earn Active Service by periodic self-payment of contributions, for a maximum of eighteen months pursuant to the federal law known as COBRA, and rules set by the Trustees.

(c) Spouse or Child Contribution after Death of Employee (COBRA). After death of an Employee, a Surviving Spouse or Child may continue to earn Active Service by periodic self-payment of Contributions, for a maximum of thirty-six months, pursuant to rules set by the Trustees.

2.3 Self Pay Contributions. Self payment rules for purposes of Sections 2.2(b) and (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.

ARTICLE III
BENEFITS

3.1 General. Subject to the rules and limitations set forth throughout this Plan, a Beneficiary is entitled to monthly reimbursement of Covered Expenses incurred after attaining all eligibility requirements and on or after April 1, 2010, for one or more Beneficiaries, subject to proper and timely submission of claims pursuant to Section 3.5 hereof, in an amount not to exceed the Beneficiary's Benefit Level.

(a) Carryover of Excess Covered Expenses. Amounts of Covered Expenses in excess of the monthly Benefit Level of the Beneficiary that are properly submitted to the Trust Office shall be paid in subsequent months, up to the Beneficiary's monthly benefit level, as long as the amount paid in a plan year does not exceed the Benefit Level of the Beneficiary for that plan year.

(b) Carryover of Unused Monthly Benefit Level. If a Beneficiary does not submit a claim for Covered Expenses paid in a particular month, which is equal to or greater than his or her Benefit Level for that month, then the unused balance of the Beneficiary's monthly Benefit Level for that month shall not be carried over to the next month.

3.2 Benefit Amount and Individual Benefit Levels.

(a) Retirees. The Trustees shall set the Benefit Amount and Minimum Benefit Amount for Eligible Retirees from time to time, which Benefit Amount(s) and Minimum Benefit Amount(s) shall be set forth in Appendix A to the Plan. Appendix A is by this reference incorporated herein. An Eligible Retiree's individual Benefit Level shall be calculated as a percentage of the Benefit Amount according to the following schedule (except for individuals who qualify as Eligible Retirees only under Section 2.1(e) hereof and shall receive the Minimum Benefit Amount as their Benefit Level, subject to Section 3.2(e) hereof):

YEARS OF ACTIVE SERVICE	PERCENTAGE OF BENEFIT AMOUNT
Less than 7	0.0%
7	58.3%
8	66.7%
9	75.0%
10	83.3%
11	91.7%
12	100.0%

(b) Surviving Spouses and Children. The Benefit Level for a Surviving Spouse shall be 50% of the Benefit Level of the Eligible Retiree at his or her death. If there is no Surviving Spouse but there are Surviving Children, the Benefit Level for the Surviving Children shall be 100% of the Benefit Level for the Eligible Retiree at his or her death, to be divided among the Surviving Children, as determined by the Trustees. Such benefits shall be paid to a Child until loss of Child status as defined in section 1.6 hereof.

(c) Special Rule Applicable if Employee dies in line of duty. If the Employee dies in the line of duty, i.e. from a work-related injury, as determined by the State of California Division of Workers' Compensation, the Benefit Level of the Surviving Spouse shall be 50% of the Benefit Level of the Employee, effective on the date of the Employee's death, whether or not the Employee was an Eligible Retiree. The Surviving Spouse must provide documentation of determination of line of duty death to the Trust Office. If the Employee had less than seven (7) years of Active Service, then the Employee's Benefit Level shall be equal to the Minimum Benefit Amount in Appendix A hereto. Such payments shall continue until the date upon which the Employee would have attained the eligibility age under Section 2.1(b) hereof. Thereafter, the Benefit Level of the Surviving Spouse shall be 100% of the Benefit Level of the Employee, effective on the date of the Employee's death.

If there is no Surviving Spouse but there are Surviving Children, the Benefit Level of all Surviving Children, as a group, shall be 50% of the Benefit Level of the

Employee, effective on the date of the Employee's death, whether or not the Employee was an Eligible Retiree. If the Employee had less than seven (7) years of Active Service, then the Employee's Benefit Level shall be equal to the Minimum Benefit Amount in Appendix A hereto. Such payments shall continue until the date upon which the Employee would have attained the eligibility age under Section 2.1(b) hereof. Thereafter, the Benefit Level of all Surviving Children, as a group, shall be 100% of the Benefit Level of the Employee, effective on the date of the Employee's death. The benefits of the Surviving Children shall be divided among the Surviving Children, as determined by the Trustees. Such benefits shall be paid to a Child until loss of Child status as defined in Section 1.6 hereof. The Surviving Children must provide documentation of determination of line of duty death to the Trust Office.

(d) Special Rule Applicable if Employee Incurs a Permanent Disability in the Line of Duty. The Benefit Level of a disabled Eligible Retiree who meets the requirements of Section 2.1(f) hereof, shall be 50% of the Benefit Level of the disabled Eligible Retiree on the date that he or she Separated Employment with a Participating Employer. The Benefit Level shall continue at that amount for 24 consecutive months from the date of Trust Office receipt of a claim from the Eligible Retiree pursuant to Section 3.5 hereof, and then the Trust Office shall suspend the benefit payments On the date that the disabled Eligible Retiree attains the regular eligibility age under Section 2.1(b) hereof, the benefits shall resume at 100% of the Benefit Level of the disabled Eligible Retiree on the date that he or she Separated Employment with a Participating Employer. If the disabled Eligible Retiree had less than seven (7) years of Active Service, then the his or her Benefit Level (for calculating the percentages above) shall be equal to the Minimum Benefit Amount in Appendix A hereto.

(e) Reduction at Medicare Eligibility. The Benefit Level of an Eligible Retiree shall be reduced by 50% when the Eligible Retiree attains Medicare Eligibility. The Benefit Level of a Surviving Spouse shall be reduced by 50% when the Eligible Retiree would have attained Medicare Eligibility. The Trust Office shall assume that an Eligible Retiree is Medicare eligible at the current Medicare Eligibility age, unless the Beneficiary submits proof, subject to Trustee approval, that the Eligible Retiree is not eligible for Medicare, or in the case of a surviving Beneficiary, proof that the Eligible Retiree would not have become eligible for Medicare.

(f) Adjustments. The Trustees may adjust the Benefit Amounts, Minimum Benefit Amounts, and calculation of Benefit Levels from time to time, which adjustments may apply to current and/or future Beneficiaries, as determined by the Trustees.

3.3 Commencement of Benefits.

(a) Retiree. An Employee shall be entitled to monthly benefit payments as described in Section 3.2(a) upon meeting the eligibility requirements of Section 2.1 with monthly payments starting the month following eligibility.

(b) Disabled Retiree. An Employee who becomes eligible under Section 2.1(f) hereof shall be entitled to retroactive monthly benefit payments commencing the month following the date of permanent disability rating of 40% or more, as determined and documented by the California Division of Workers' Compensation, and benefit payments shall commence upon Trust Office receipt of a claim from the Eligible Retiree, pursuant to Section 3.5 hereof. Benefit eligibility shall continue for 24 consecutive months following Trust Office receipt of the first claim. After 24 consecutive months of eligibility under Section 2.1(f), the benefits shall cease, and shall resume when the Eligible Retiree attains the regular eligibility age under Section 2.1(b) hereof.

(c) Surviving Spouse. A Surviving Spouse shall be entitled to monthly benefit payments starting the month after the Eligible Retiree would have attained the eligibility age under Section 2.1(b) hereof or the month after the Eligible Retiree's death, whichever is later, except that if the Employee dies in the line of duty, the Surviving Spouse shall be entitle to retroactive monthly benefit payments commencing the month following the date of the Employee's death, regardless of the Employee's age at death.

(d) Surviving Children. If there is no Surviving Spouse, an Eligible Retiree's Surviving Child shall be entitled to receive monthly benefit payments starting the month after the death of the Eligible Retiree or Employee (if death in the line of duty). Upon the death of the Surviving Spouse, an Eligible Retiree's Surviving Child shall be entitled to receive monthly benefits starting the month after the death of the Surviving Spouse.

3.4 Termination of Benefits.

(a) Eligible Retirees. An Eligible Retiree's monthly benefits under the Plan shall terminate on the date of the 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 Benefit Level for that Retiree.

(b) Surviving Spouse and Surviving Children. The coverage under the Plan of a Surviving Spouse shall terminate upon the date of death of the Surviving Spouse. However, claims for Covered Expenses which are properly and timely submitted on behalf of a 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 Benefit Level for that Surviving Spouse.

The coverage under the Plan of Surviving Children shall terminate upon loss of Child status (as defined in Section 1.6 hereof) or on the date of death of the last Surviving Child.

3.5 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 or supplies were provided (which date must be prior to submission of the claim), or the dates of coverage for insurance premium;

(2) the medical services or supplies, as defined in Section 1.10(b) hereof, or insurance premiums, as defined in Section 1.10(a) hereof; and

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

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 claim, except that documentation of a recurring Covered Expense, under Section 1.10(a), must be submitted upon request, but no less frequently than annually. If documentation of a recurring Covered Expense is not sufficient, the Trust Office will suspend recurring benefit payments until sufficient documentation is received.

(b) 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 3.5(g), regarding Beneficiary deemed to be incompetent, or pursuant to a QDRO or QMCSO.

(c) Documentation of payment under subsection 3.5(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 or supplies provider;

(2) copy of confirmation of electronic payment to the insurance provider or medical services or supplies provider, including pension plan statement showing premium payment deduction; or

(3) receipt for payment from the insurance provider or medical service or supplies provider.

(d) Claims for Plan benefits must be submitted no later than ninety (90) calendar days after the end of the plan year in which the Beneficiary paid for the Covered Expense, i.e., by May 1st for Covered Expenses paid during the prior plan year of February 1 to January 31. For claims for retroactive benefit payments under Sections 3.3(b)-(d) hereof, the claim must be submitted no later than ninety (90) calendar days after the end of the plan year in which the determination of disability or line of duty death was completed.

(e) 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 benefit determination of the Plan, by taking action pursuant to Section 4.3 hereof.

(f) Beneficiary Priority to Submit Claims. 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.

(3) Surviving Children. If there is no Surviving Spouse, a Surviving Child may submit claims for reimbursement of his or her own Covered Expenses, subject to division under Section 3.2(b) hereof amongst all Surviving Children.

(4) Delegation of Authority to Submit Claims. An Eligible Retiree may delegate authority to submit claims to his or her legal spouse by completing and submitting to the Trust Office a form approved by the Trustees for that purpose. Similarly, a Surviving Spouse may delegate the authority to submit claims to a Surviving Child 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 3.5(f)(4) hereof

at any time by submitting a written revocation (including via email) to the Trust Office.

(g) 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 3.5. 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.

(h) Nothing in this Agreement shall preclude a Beneficiary from appointing an authorized representative to act on his or her behalf with respect to a benefit claim or appeal of an adverse benefit determination. The Beneficiary must submit such a request in writing to the Trust Office, which will then verify the appointment. When a Beneficiary designates an authorized representative to act and receive notice on his or her behalf with respect to a claim, the Trust Office will, in the absence of a contrary direction from the Beneficiary, direct all information and notifications to which the Beneficiary is otherwise entitled to the representative authorized to act on the Beneficiary's behalf with respect to that aspect of the claim.

(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.

3.6 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.

ARTICLE IV
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 Article III 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 the 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 calendar days after receipt of the Beneficiary's claim. If coverage is granted, the Beneficiary shall receive payment as stated in Section 3.5(b) hereof. If the claim is denied, in whole or in part, the Beneficiary has the right to appeal the claim, pursuant to Section 4.3 hereof and the Plan's hearing 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) An explanation of the Plan's "Appeal Procedures," if any, with respect to the denial of benefits and the applicable time limits of such procedures, and a statement of the Beneficiary's right to bring an action under ERISA Section 502(a), after exhaustion of administrative procedures;

(5) 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; and

(6) 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.

(b) Extension of Time - Special Circumstances. If the Trustees determine that special circumstances beyond its control 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 thirty (30) calendar day period. The extension notice shall indicate the special circumstances requiring the extension of time and the date by which the Trustees expect to render a benefit determination. In no event shall such extension exceed a period of fifteen (15) calendar days from the end of the initial period (45 calendar days total).

(c) Extension of Time – Failure to Submit Information. The period of time for the Trustees to make a benefit determination may be extended if the Beneficiary fails to submit all necessary information to allow the Trustees to decide the claim. In such case, the period for deciding the claim is tolled from the date on which the request for additional information is sent to the Beneficiary until the date the Beneficiary provides to the Trust Office the requested information. The Beneficiary shall be allowed at least forty-five (45) calendar days from receipt of the request for additional information within which to provide the information. Once the Beneficiary's response is received by the Trust Office, a determination will be made within fifteen (15) days. Nothing in this Section shall preclude the Beneficiary from voluntarily agreeing to provide the Trust Office additional time within which to make a determination 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 Article IV.

(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 3.5(i) 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 one hundred eighty-one (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 Procedures. If the Beneficiary requests a hearing, the Board of Trustees shall conduct a hearing, as required by applicable law. The Trustees will review all comments, documents, records and other information submitted by the Beneficiary related to the claim, regardless of whether such information was submitted or considered in the initial determination. 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 after Appeal Hearing. On the appeal, the Trustees shall issue a written decision either affirming, modifying or setting aside the former decision. Any notification of a denial of benefits shall be in writing and include the following information:

(1) The specific reason(s) for such denial;

(2) Reference to the specific Plan provisions, or internal rules, guidelines, protocols, or similar criteria, upon which the denial is based, and a statement that a copy will be provided free of charge to the claimant upon request;

(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) 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; and

(5) A statement that the Beneficiary may have other voluntary alternative dispute resolution options available, such as mediation; and that one way to find out would be to contact his or her local U.S. Department of Labor Office.

4.4 Right to Court Review; Time Limit to Bring Lawsuit

(a) General. Upon exhaustion of these procedures in this Article IV, a Beneficiary, who is dissatisfied with an eligibility determination, benefit award or response to written request pursuant to Section 3.5(i) hereof, may bring an action in federal court pursuant to ERISA Section 502(a).

(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 3.5(i).

ARTICLE V
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 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 Association, 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 the authority and 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 and Court Orders: QDRO and QMCSO Review Costs. The Trust reserves the right to deduct the reasonable costs associated with reviewing and implementing a QDRO or a QMCSO from the benefits payable to the Eligible Retiree or Beneficiary, according to rules set by the Trustees.

ARTICLE VI
AMENDMENTS AND TERMINATION

In order that the Board of Trustees may carry out its obligation to maintain, within the limits of its resources and applicable law, a Plan 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 laws:

(a) To adjust the Benefit Amounts.

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

Adopted by the Board of Trustees this 31st day of May 2018, and effective July 1, 2018.

For the **BOARD OF TRUSTEES,**
SOUTHERN CALIFORNIA PUBLIC SAFETY RETIREE MEDICAL TRUST

Trustee

Trustee

APPENDIX A
Benefit Amounts

MEDICAL EXPENSE REIMBURSEMENT PLAN
OF THE
SOUTHERN CALIFORNIA PUBLIC SAFETY
RETIREE MEDICAL TRUST

Date Covered Expense Paid by Beneficiary	Benefit Amount	Minimum Benefit Amount*
Before September 1, 2013	$500	$500
September 1, 2013 - January 31, 2016	$500	$291.50
February 1, 2016 – January 31, 2018	$800	$466.40
On or after February 1, 2018	$1,075	$626.73

*The Minimum Benefit Amount applies to individuals who qualify as Eligible Retirees only under Section 2.1(e) and do not qualify as Eligible Retirees under Sections 2.1(a)-(d).

The Benefit Amount and Minimum Benefit Amount for Eligible Retirees may be adjusted by the Trustees from time to time (see Section 3.2 of the Plan). The actual amount paid by the Trust may not exceed the actual Covered Expenses paid by the Beneficiary. An individual Beneficiary's Benefit Level may differ from the Benefit Amount. See, for example, Sections 3.2(a) [graduated benefit schedule]; 3.2(b) [Surviving Spouse Benefit Levels]; and 3.2(e) [reduction at Medicare eligibility].