

**RETIREE MEDICAL PLAN
OF THE
SANTA MONICA POLICE OFFICERS' ASSOCIATION
REIMBURSEMENT TRUST**

(Third Restatement, Effective September 1, 2022)

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(Third Restatement, September 1, 2022)

WHEREAS, the Santa Monica Police Officers' Association seeks to establish a benefit trust for the purpose of funding a retiree medical reimbursement plan;

WHEREAS, the City of Santa Monica and the Santa Monica Police Officers' Association (SMPOA) entered into a Memorandum of Understanding effective July 1, 1995 wherein the City agreed to make contributions into such a trust;

WHEREAS, the Santa Monica Police Officers' Association (POA) has granted administration of the Trust to a Board of Trustees pursuant to the Trust Agreement of the Santa Monica Police Officers' Association Benefit Trust, effective January 1, 1996;

WHEREAS, the Board of Trustees adopted a Plan Document, effective January 1, 1996, and amended it by Amendments 1 through 8 and wish to integrate the Amendments into a restated Plan;

WHEREAS, the Board of Trustees adopted a restated Plan Document, effective September 1, 2003, and amended it by Amendments 1 through 5 and wish to integrate the Amendments into a second restated Plan;

WHEREAS, the Board of Trustees adopted a second restated Plan Document, effective June 1, 2014, and amended it by Amendments 1 through 8 and wish to integrate the Amendments and any additional revisions in a third restated Plan;

NOW, THEREFORE, the Board of Trustees does hereby adopt this third restated "Retiree Medical Plan," effective September 1, 2022, 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 meaning is apparent from the context. References to masculine pronouns such as "he" and "his" are meant to be all-inclusive, extending to individuals who identify themselves as male, female or non-binary.

- 1.0 **"Annual Reimbursement Amount"** means the "Monthly Reimbursement Amount" as defined in section 1.13, multiplied by up to twelve (12) times in any single calendar year, paid quarterly in (or for) the calendar year when the date of service occurred. The Annual Reimbursement Amount is only allowed where Premiums (as defined in section 1.16(b)) are paid sporadically during a calendar year.

- 1.1 **"Base Reimbursement Amount"** means the amount set from time to time by the Trustees, upon which Part A reimbursement amounts are calculated under this Plan.
- 1.2 **"Board of Trustees"** or "Trustees" means the group of individuals appointed or elected to administer the Trust pursuant to the Trust Agreement.
- 1.3 **"Beneficiary"** means an Eligible Retiree, Surviving Spouse, Domestic Partner, or Dependent.
- 1.4 **"City"** means the City of Santa Monica, California.
- 1.5 **"Code"** means the Internal Revenue Code, as amended.
- 1.6 **"Contributions"** means contributions that are mandatory for all employees in a bargaining unit or other rational class, pursuant to an MOU or other written agreement of a participating employer (as defined herein). Contributions are limited to amounts agreed to by MOU (or other such written agreement) and by By-Laws of the Santa Monica Police Officers' Association.
- 1.7 **"Dependent"** means the natural or lawfully adopted child of an Employee (or child placed in the Employee's home for adoption) or stepchild, who, at the time of an Employee's or Retiree's death, meets one of the following requirements:
 - (a) Is a dependent under the age of 26; or
 - (b) Is an unmarried child of any age who is chiefly dependent upon the Employee for support and maintenance and is unable to care for himself by reason of mental or physical disability.
- 1.8 **"Domestic Partner"** means the domestic partner, as defined by the City, of an Employee, with whom you have completed and submitted a valid Affidavit of Domestic Partnership (Affidavit) to the City. Prior to retirement, such Affidavit must have been filed with the City Clerk and the domestic partnership must not have otherwise been terminated.
- 1.9 **"Effective Date"** means January 1, 1996.
- 1.10 **"Eligible Retiree"** means an Employee who is entitled to reimbursement under Article II of the Plan.
- 1.11 **"Employee"** means an individual employed by the City or on after January 1, 1996, who is a member of the bargaining unit represented by the Santa Monica POA.
- 1.12 **"Fund"** or **"Trust Fund"** means the trust fund created by the Trust Agreement and all property and money held by such entity, including all contract rights and records.

- 1.13 **"Monthly Reimbursement Amount"** means the monthly amount available for payment of Premiums.
- 1.14 **"Memorandum of Understanding"** or **"MOU"** means the written agreement between an employer and an Association, including a Special Agreement as defined herein, which requires mandatory Contributions to a retiree medical trust on behalf each Employee in the bargaining unit covered by the MOU, and subsequent amendments or successor agreements.
- 1.15 **"Plan"** means this separate written document, together with any amendments duly adopted by the Trustees.
- 1.16 **"Premium"** means a payment by a Beneficiary for:
- (a) a tax-deductible contribution or premium to a health plan that covers the type of health care expenses excludable under Code Section 213(d) for health care coverage in effect while the Beneficiary is eligible for reimbursement pursuant to Article III hereof;
 - (1) such contribution or premium shall also include that for individual health coverage (or a Qualified Health Plan) for excepted benefits only purchased through a state or federal insurance Exchange (Exchange) as set out in the Patient and Protection Affordable Care Act (PPACA). **Premium** shall not mean payment for any other type of individual health coverage (or a Qualified Health Plan) purchased through an Exchange as set out in PPACA; or
 - (b) a payment for the type of health care expenses excludable under Code Section 213(d), incurred while the Beneficiary is eligible for reimbursement pursuant to Article III hereof.
- 1.17 **"Santa Monica POA"** or **"POA"** means the Santa Monica Police Officers' Association, located at P.O. Box 2160, Santa Monica, California, 90407-2160.
- 1.18 **"Spouse"** means the lawful spouse of an Eligible Retiree to whom the Retiree was married to on the date of the Retiree's retirement. Spouse does not include a divorced or legally separated spouse from the Retiree.
- 1.19 For Deaths Before November 1, 2019, **"Surviving Spouse"** means the lawful spouse of a deceased Eligible Retiree to whom the Retiree was married on the date of the Retiree's death. Surviving Spouse shall also mean the lawful spouse of a deceased Employee, who had satisfied all the requirements of Section 2.1, except that the Employee died prior to attaining age 50. A Surviving Spouse does not include a divorced or legally separated spouse from the Retiree or Employee.
- (a) For deaths on or after November 1, 2019, **"Surviving Spouse"** means the lawful spouse of a deceased Eligible Retiree to whom the Retiree was married on the date of the Retiree's death, provided the Surviving Spouse

was also married to the Retiree at the date of retirement (and such retirements occur on or after November 1, 2019). Surviving Spouse shall also mean the lawful spouse of a deceased Employee, who had satisfied all the requirements of Section 2.1, except that the Employee died prior to attaining age 50. A Surviving Spouse does not include a divorced or legally separated spouse from the Retiree or Employee. Furthermore, if the Retiree was not married at the time of retirement (for retirements on or after November 1, 2019), and died thereafter, no reimbursement is payable to the Retiree's then surviving spouse under the Plan.

- (b) Notwithstanding the foregoing, if the Eligible Retiree dies or retires before November 1, 2019, then "Surviving Spouse" means the lawful spouse of a deceased Eligible Retiree to whom the Retiree was married on the date of the Retiree's death as set out in the first paragraph of section 1.19 above.
- 1.20 **"Trust Agreement" or "Agreement"** means the "Trust Agreement Governing the Santa Monica POA Benefit Trust," effective January 1, 1996, and any amendments thereto.
- 1.21 **"Trust Office"** means Santa Monica Police Officers' Association Benefit Trust, c/o Benefit Programs Administration, 1200 Wilshire Boulevard, 5th Floor, Los Angeles, California, 90017 (phone: 562-463-5050).
- 1.22 **"Year of Active Service"** means a year (any 12 consecutive months) of activity as defined in Section 2.2, for which 12 months of contributions have been made to the Plan on the Employee's behalf.

ARTICLE II ENTITLEMENT TO REIMBURSEMENT

- 2.1 **Eligibility.** An Employee shall become an Eligible Retiree when:
 - (a) The Employee ceases employment with the City;
 - (b) The Employee reaches age 50;
 - (c) All required employee contributions, as set by the Board of Trustees, have been made (by payroll deduction or other method approved by the Trustees); and
 - (d) The Employee has earned seven consecutive years of Active Service, as defined in Section 2.2. If the Employee ceases employment as an Employee for more than one calendar year prior to earning seven consecutive years of Active Service, all prior years of Active Service will be forfeited.

2.2 **Active Service.**

- (a) **General.** Active Service is used to determine an Employee's eligibility and reimbursement level under this Plan. An Employee may accrue Active Service in the following ways:
 - (1) For employment as an Employee;
 - (2) For time on authorized leave of absence from employment as an Employee, due to service-related disability, illness, or injury; and
 - (3) For service by an Employee in the Armed Forces, as required by federal law, if subsequently re-employed as an Employee.
- (b) **Service Prior to the Effective Date.** An Employee who was a paid member of the Santa Monica POA on the Effective Date shall receive credit for fifty percent of all months of Active Service preceding the Effective Date (even though contributions were not made to the Plan), during which the Employee was a paid member of the POA.
- (c) **Contribution after Termination or Reduction of Employment.** An Employee whose employment is terminated or reduced to less than full-time (except for gross misconduct) may continue to earn Active Service for a maximum of eighteen months, by periodic self-payment of contributions, pursuant to rules set by the Trustees, and current federal law. Self-payment rules for this purpose may be obtained from the Trust office.
- (d) **Spouse or Dependent Contribution After Death of Employee.** A Spouse or Dependent of an Employee may also be entitled to self- pay contributions after the death of an Employee, to earn Active Service, for a maximum of thirty-six months, pursuant to rules set by the Trustees and current federal law. Self-payment rules for this purpose may be obtained from the Trust office.
- (e) **Divorce or Legal Separation of Spouse or Termination of Domestic Partnership.** There are no benefits payable to: Divorced or Legally Separated Spouses; or to Domestic Partners of terminated domestic partnerships. No Trust monies can be used in whole or part to satisfy a community property claim. It is the Employee's responsibility to satisfy any and all community property claims with assets other than those involving Trust benefits.

2.3 **No Rebate or Refund.** Employees will not be eligible for rebates or refunds of any contributions made to the Trust.

ARTICLE III REIMBURSEMENT

- 3.1 **General.** A Beneficiary is entitled to the reimbursement of Premiums paid by the Beneficiary, for coverage in effect or expenses incurred after December 31, 2000, subject to proper and timely submission of claims, in an amount determined according to this Article III.
- 3.2 **Reimbursement Amount.**
- (a) **Retiree reimbursement level.** The monthly reimbursement level of an Eligible Retiree will be the amount equal to the sum of the amounts described below in subsections (1) Part “A” Reimbursement and (2) Part “B” Reimbursement (less any applicable monthly administrative fees that the Trustees may assess in their discretion), as follows:
- (1) The monthly Part “A” Reimbursement shall be equal to the years of Active Service of the Eligible Retiree, multiplied by 3.333 percent, multiplied by the Base Reimbursement Amount (currently \$200.00); provided however, that no more than 30 years of Active Service (including any Service as set out in section 2.2(b)) may count towards the monthly Part “A” Reimbursement.
 - (2) The monthly Part “B” Reimbursement shall be equal to the amount of the contributions per month on the Retiree's behalf to the Trust, in excess of \$67.00 per month, multiplied by 1.30 %.
 - (3) Reimbursement will only be made to the extent the Retiree is eligible to receive such reimbursement.
 - (4) No reimbursements will be paid in excess of the amount actually paid for premiums by the Beneficiary.
 - (5) **Small Reimbursement Amounts for Premiums Described in Section 1.16(a).** An eligible Retiree receiving a monthly reimbursement level less than \$ 200.00 for Premiums (as defined in section 1.16(a)) shall receive all Monthly Reimbursements Amounts due in a calendar year in a single annual payment in the first quarter of the calendar year, provided the Retiree has first enrolled in the Annual Verification Program as set out in section 3.5(b) and submits the attendant annual documentation. The current monthly amount of \$200.00 for small reimbursement amounts is also set out in Exhibit 1, and may be amended therein from time to time.
- (b) **Annual Reimbursement.** Annual Reimbursement is allowed where Expenses (as set out in the definition of “Premiums” in section 1.16(b)) are paid sporadically during a calendar year. The Eligible Retiree is eligible to receive reimbursement not to exceed twelve (12) times his

Monthly Reimbursement Amount within any single calendar year, paid quarterly in (or for) the calendar year when the date of service occurred.

(c) Surviving Spouse and Dependent reimbursement level.

- (1) Subject to subsection (2) hereof, the reimbursement level of a Surviving Spouse, or of surviving Dependents if there is no Surviving Spouse, will be 50% of the reimbursement level that the Employee had earned.
- (2) On the job death. The reimbursement level of a Surviving Spouse with or without Dependents, or of surviving Dependents if there is no Surviving Spouse, of an Employee who dies due to an incident in the course and scope of his employment as an Employee, will be 100% of the reimbursement level that the Employee had earned.
- (3) Death of Employee Prior to Becoming Eligible for Reimbursement. Effective January 1, 2019, the Surviving Spouse, as defined in Section 1.19, and/or Dependents as defined in Section 1.7, may obtain reimbursement for Premiums up to the amount of solely the Employee's contributions, provided the following occurs: (1) the Employee dies while still actively employed by the City; (2) the Employee is not eligible to receive reimbursement under the Plan as otherwise set out in section 2.1, and; (3) neither the Surviving Spouse nor Dependents elect COBRA in a timely manner.

Reimbursement for Premiums is limited to the total amount of solely the Employee's contributions to the Plan. The City's contributions to the Plan on behalf of the Employee are not reimbursable under this section. There shall be no monthly limit on the amount of reimbursement, except up to the Employee's contributions. Once all of the Employee's contributions have been reimbursed, no further reimbursements are payable. In the event there is no eligible Surviving Spouse, the Dependent(s) may receive reimbursement in equal amounts for Premiums up to the limit of the Employee's contributions to the Plan. If the employee had no Surviving Spouse or Dependents or they should die before all reimbursement has been made to them, the remaining balance of contributions shall be remitted to the Trust.

(d) Domestic Partner reimbursement level.

- (1) Subject to subsection 3.2(d)(2) hereof, the reimbursement level of a Domestic Partner will be the balance of the reimbursement level paid to the Retiree under subsection 3.2(a) hereof; and
- (2) The aggregate amount paid to all Domestic Partners annually shall not exceed the maximum amount allowed to Domestic Partners under

federal tax law (currently set at 3% of the total benefits paid annually); which shall be calculated within thirty days after the end of each Plan year.

- (e) Reimbursement amount adjustments. The Trustees reserve the right and power to adjust all reimbursement amounts and reimbursement levels up or down, and to terminate reimbursements or the Plan. Such adjustments or termination could apply to current as well as future beneficiaries. In case of plan termination, plan assets will be distributed to plan participants according to IRS rules.
- (f) Overpayments of reimbursements, which may result due to death, or suspension or termination of reimbursements, will be subtracted from subsequent reimbursements due to the Retiree or the Beneficiary as also set forth in sections 3.4(f)(1), 5.4, and 5.5.

3.3 Commencement of Reimbursement.

- (a) Retiree. Subject to Section 3.2(e), an Eligible Retiree will commence receiving reimbursement the first month after his or her attainment of age 50.
- (b) Spouse/Dependents. Subject to Section 3.2(e), a Surviving Spouse will commence receiving reimbursement the first month after his or her attainment of age 50.
 - (1) Notwithstanding subsection (b) above, a Surviving Spouse with or without Dependents, whose Employee spouse dies due to an on-the-job incident, will commence receiving reimbursement in the month following the Employee's death even if that Employee had not attained age 50 or the Surviving Spouse has not attained age 50. In this event, reimbursement will be paid at 100% of the level that the Employee had earned, until the Surviving Spouse loses Surviving Spouse status as set out in section 3.4(b)(1) or (2) or until all Dependents lose Dependent status as set out in section 1.7. If the Surviving Spouse dies before the Dependents attain age 18, the reimbursement will be paid to the legal guardian of the children. Reimbursement will be paid to the legal guardian of a Dependent defined under 1.7(b), if applicable.
- (c) Domestic Partners. Subject to Section 3.2(e), a Domestic Partner will receive reimbursement within 60 days after the end of the Plan Year in which Premium expenses were incurred, pursuant to the calculation made in Section 3.2(d)(2). A Domestic Partner will be paid in such a manner on an annual basis, because of the restrictions set forth in Section 3.2(d)(2).

3.4 **Termination of Reimbursement.**

(a) Eligible Retirees. The eligibility of an Eligible Retiree under the Plan will terminate on the first to occur of the following:

- (1) The date the Retiree again becomes an Employee, as that term is defined in this Plan, although eligibility resumes upon termination of such employment;
- (2) The date of the Retiree's death, although claims for Premiums 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 reimbursement level for that Retiree.
- (3) The date the Retiree again becomes employed by any employer and elects to receive cash in lieu of health coverage offered by the Retiree's employer, and/or the Retiree's Spouse elects to receive cash in lieu of health coverage offered by the Spouse's employer. Upon such an election, the monthly reimbursement received by the Retiree and/or the Spouse under this Plan shall be reduced by the monthly amount of the cash benefit received by the Retiree and/or the Spouse under their plans. In other words, the cash in lieu plan(s) shall be the primary plan(s) to pay for the Retiree and the Spouse's monthly qualifying medical expenses (defined as "Premium" in section 1.16 and that are otherwise allowable and payable by this Plan). Only if the monthly cash reimbursements (under the cash in lieu plans) are less than the monthly qualifying medical expenses that were incurred, shall this Plan reimburse such remaining Premiums up to the level of the Retiree's Monthly Reimbursement Amount. If the Retiree and/or Spouse receive or elect any cash reimbursement (in lieu of health coverage) to be paid in either a lump sum or in a sum paid for the year, the aggregate (total) of those cash in lieu reimbursements will be pro-rated over 12 months and that pro-rated monthly reimbursement will be used to reduce monthly reimbursements from this Plan.

The monthly reimbursement reduction shall remain in force for as long as the Retiree and/or Spouse receive or elect to receive such cash reimbursement from their employers. Where the Retiree and/or Spouse received or elected to receive any cash reimbursement to be paid in either a lump sum or in a sum paid for the year, the monthly reimbursement reduction shall remain in force for the year for which such a cash reimbursement is received. For purposes of this provision, no monthly reimbursement shall be made under this Plan when the monthly cash reimbursements (under the cash in lieu plans) exceed the monthly qualifying medical expenses that were incurred.

- (b) Surviving Spouse/Dependents. The eligibility of a Spouse or Dependents under the Plan will terminate on the first to occur of the following:
 - (1) The date of the Surviving Spouse's death, although claims for Premiums 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 reimbursement level for the Surviving Spouse; or
 - (2) The remarriage of the Surviving Spouse;
 - (3) If remarriage of the Surviving Spouse does not result in other medical coverage for the Surviving Dependents, the Dependents will continue to receive fifty percent of the reimbursement level described in Section 3.2(a); or
 - (4) The end of the month in which the Dependent loses Dependent status (as set out in section 1.7).
- (c) Domestic Partner. The eligibility of a Domestic Partner under the Plan will terminate on the death of the Eligible Retiree who is the partner of the Domestic Partner.
- (d) No Coverage through Survivor's Benefit. The Plan will not cover claims of a deceased Beneficiary based on the survivor's benefit.

Example: A Surviving Spouse may submit a deceased Retiree's claims after death, which will be covered as set forth in Subsection 3.4(a)(2) above. However, the deceased Retiree's claims cannot be paid based on the continuing coverage to the Surviving Spouse, which coverage is for the Surviving Spouse's medical premiums and expenses, if any. This rule applies, even if the Surviving Spouse is legally responsible for the medical expenses of the deceased Retiree.
- (e) Reimbursement coverage and levels may be modified or terminated pursuant to Article VI hereof.
- (f) Annual Opt Out. Annually, Eligible Retirees will be given the option of electing to opt out of this Plan and waive any eligible Premiums to which they would have been otherwise entitled during the year so that they may apply and receive a premium assistance tax credit in a Qualified Health Plan under a state or federal health insurance Exchange as set out in the Patient Protection and Affordable Care Act (PPACA).
 - (1) Plan's Right to Offset or Recoup. If an Eligible Retiree obtains such a tax credit under such an Exchange, he must promptly notify the Plan

of such in writing. In any event, the Plan will terminate eligibility of that Retiree and will be entitled to offset (or recoup) any Premiums that the Plan paid to the Retiree for which he was not otherwise eligible.

3.5 **Reimbursement Claim Procedure.**

- (a) To make a claim for Plan reimbursement, Beneficiaries must present proof of payment of Premiums, on a form approved by the Trustees, to:

Benefit Programs Administration
1200 Wilshire Boulevard, 5th Floor
Los Angeles, California 90017

Beneficiaries can also use the Drop Box available on the Trust's website at:

www.smpoatrust.org

Proof shall include, but not be limited to, canceled checks drawn to the name of the medical insurance provider, receipt for payment from the medical insurance provider or from the pension plan statement showing premium payment deduction, subject to verification as determined by the Trust Office in their sole discretion.

- (b) Prior to issuing payment, the Trust Office shall review such proof and determine whether to grant or deny coverage under the Plan.
- (1) An Annual Verification Program is established, enabling Beneficiaries to receive automatic reimbursement for Premiums on a quarterly basis, provided their entire Monthly Reimbursement Amount was otherwise satisfied by a contribution or premium to a health plan that covers the type of health care expenses excludable under Code Section 213(d) for health care coverage in effect while the Beneficiary is eligible for reimbursement pursuant to Article III. This section applies to:
- (A) Beneficiaries whose claims submission are documented via their monthly CalPERS statements that identify health, vision, and/or dental contributions or premiums that meet or exceed their Monthly Reimbursement Amount; or
- (B) Beneficiaries whose claims submission have reflected a consistent pattern of paying the same or equivalent monthly or annual Premiums to the same provider that equals or exceeds their Monthly Reimbursement Amount or Annual Reimbursement Amount for any of the following types of contributions or premiums that are deemed as "Premiums" defined in section 1.16(a): major medical health insurance, Medicare supplemental insurance, dental, vision, long term care, cancer, or medical accident. .

- (2) Eligible Beneficiaries must enroll in such Annual Verification Program or otherwise an administrative fee of \$25 will be deducted from each quarterly claims submission if they fail to so enroll.
- (c) If the Trust Office grants coverage, payment will be made to the Beneficiary. If the Trust Office denies coverage, the Beneficiary may appeal the denial of coverage or any other adverse benefit determination of the Trust Office under Section 4.3 hereof.
- (d) Claims for Plan reimbursement must be submitted no later than ninety (90) days from the date on which the Beneficiary made the payment of Premiums to the insurance provider.
- (e) Subject to Subsection (f) below, unless specifically provided by law, the Trust Office shall not make any payments on behalf of or distributions to any person entitled to any reimbursement except to a Beneficiary personally or pursuant to a Qualified Medical Child Support Order under federal law.
- (f) If a Beneficiary is deemed to be incompetent by a lawful judicial or quasi-judicial forum, or reasonably deemed to be incompetent by the Trust Office, then any payment due may be paid to such person and in such manner as the Trust Office, in their sole discretion, consider to be in the best interest of the Beneficiary (unless the judicial forum has appointed a party as the Beneficiary's representative, in which case the Trust Office will make payment to that party). The Trustees shall not be under any duty to oversee the application of funds so paid, provided due care was exercised in the selection of the person to whom funds were paid, and the receipt of the person to whom funds were paid shall be full acquittance to the Trustees. The Trust Office shall not be liable to any person for a determination made in good faith that a Beneficiary is incompetent.

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 reimbursement pursuant to Section 3.5 hereof, before he or she is entitled to either receive reimbursement under this Plan, or appeal the Trust Office's decision denying a request for reimbursement.
- 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 reimbursement and determine whether to grant or deny coverage under the Plan. Subject to Sections 4.2(b) and 4.3(c) below, the Trust Office shall send written notification of its decision to the Beneficiary not later than thirty (30) days after receipt of the Beneficiary's

claim. If coverage is granted, the Beneficiary shall receive payment as stated in Section 3.5(c). 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:

- (i) The specific reason(s) for such denial;
 - (ii) Specific reference to the Plan provisions upon which the denial is based;
 - (iii) 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 reimbursement; and
 - (iv) 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.
- (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 thirty (30) day period. The extension notice shall indicate the special circumstances requiring the extension of time and the date by which the Trust Office expects to render a claim determination. In no event shall such extension exceed a period of fifteen (15) days from the end of the initial period (45 days total).
- (c) Extension of Time — Failure to Submit Information. The period of time for the Trust Office to make a claim determination may be extended if the Beneficiary fails to submit all necessary information to allow the Trust Office 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) days from receipt of the request for additional information within which to provide the information.

4.3 **Appeal Procedures.** Beneficiaries and any person who claims to be entitled to reimbursement under this Plan shall follow the provisions in this Article IV.

- (a) Sole Procedures. The procedures specified in this Section shall be the sole and exclusive procedures available to a person dissatisfied with an eligibility determination or reimbursement award, or 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 reimbursement or other adverse determination. The letter requesting a hearing should also indicate the reasons why the Beneficiary believes that the grounds for denial of reimbursement 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 reimbursement 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 reimbursement.
- (c) Decision on Appeal. No later than sixty (60) days after receipt by the Plan of the claimant's request for review of an adverse benefit determination, the Trustees shall issue a written decision, affirming, modifying or setting aside the former decision. Provided however, that if the claimant waives the sixty (60) day deadline, for the claimant's convenience in setting a hearing, then the Trustees shall have no more than thirty (30) days after the date of the hearing to issue the decision. Any notification of a denial of reimbursement shall include the following information:
 - (i) The specific reason(s) for such denial;
 - (ii) Specific reference to the Plan provisions upon which the denial is based;
 - (iii) 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 reimbursement; and
 - (iv) An explanation of the Beneficiary's right to bring an action in federal court under ERISA Section 502(a), after exhausting the Plan's appeal procedures.

4.4 **Right to Court Review; Time Limit to Bring Lawsuit**

- (a) Right to Federal Court Review. Upon exhaustion of these procedures in this Article IV, the Beneficiary, who is dissatisfied with an eligibility determination, reimbursement award or the Trust's response to a Beneficiary's appeal, may then bring an action in federal court pursuant to ERISA Section 502(a). If the Beneficiary does not exhaust the procedures in Article IV hereof, he may not bring an action in federal court.
- (b) Limitation Period for Filing a Lawsuit Against the Trust for Reimbursements. A Beneficiary has the right to bring an action described

in section 4.4(a) in federal court no later than two (2) years after the Beneficiary exhausts or should have exhausted the Plan's administrative remedies. Administrative remedies are exhausted on the date of the written decision by the Trust on an appeal of a denied benefit claim.

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 reimbursement, shall be construed as giving any Beneficiary or other person any legal or equitable right of action, or any recourse against the POA or its employees, the Reimbursement Trust or its employees, 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 any subsequent amendments to such sections or regulations. Except where this Plan is subject to California law, this Plan and the Fund shall be governed by ERISA.
- 5.3 **Confidentiality.** It is agreed and understood that each Beneficiary who applies for reimbursement 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 POA, its officers, agents or employees, any matters revealed to them in confidence by such Beneficiary in the course of his or her application for reimbursement.
- 5.4 **Trustees' Authority.** The Trustees shall have the authority and discretion to determine eligibility for reimbursement, to make factual findings, to fix ambiguities, 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 are entitled to offset (or recoup) any reimbursements that were paid to Retirees and Beneficiaries for which they were not otherwise eligible or for which they were incorrectly paid. The Trustees' decision shall be binding and conclusive.
- 5.5 **Penalties for Non-Cooperation, etc.** The Trustees shall have the authority to impose reasonable penalties or forfeitures, including suspension or termination of eligibility, upon Beneficiaries who: (a) falsify any information requested of them in the administration of the Trust or its benefit plans, (b) fail to provide requested information (e.g., employment information, medical records) reasonably requested to ascertain eligibility for reimbursement, or (c) fail to timely cooperate with the Trustees in administration of Plan reimbursement. The Trustees are entitled to offset (or recoup) any reimbursements that were paid to Retirees and Beneficiaries for which they were not otherwise eligible or for which they were incorrectly paid.

- 5.6 **City of Santa Monica's Absence of Authority.** The City of Santa Monica has no authority or discretion with respect to this Plan or the operation of this Plan (which includes, but is not limited to determination of eligibility, benefits, Plan administration, investment decisions, amendment or termination of this Plan).
- 5.7 **Prohibition of Assignment and Protection from Creditors.** No reimbursement or right to reimbursement 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 to assign, alienate, sell, transfer, pledge, attach, garnish, or encumber the reimbursements or monies due from this Plan, whether for current or future reimbursements, 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 reimbursements. The Plan is 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.

ARTICLE VI AMENDMENTS AND TERMINATION

- 6.1 **General.** In order that the Board of Trustees may carry out its obligation to maintain, within the limits of its resources, a program dedicated to providing the maximum possible reimbursement for all Beneficiaries, the Trustees expressly reserve the right, in their sole discretion, at any time and from time to time, but upon a non-discriminatory basis:
- (a) To adjust the Reimbursement Amounts, provided that claims for Premiums paid shall not be affected.
 - (b) To amend or rescind any provision of this Plan.
 - (c) To terminate the Plan subject to 30 days advance notice to the Santa Monica POA. Such adjustments and amendments may apply to current as well as future Beneficiaries.

- 6.2 **Procedures.** Amendments shall be made by action of the Board of Trustees pursuant to Article IX of the Trust Agreement.

ADOPTED, this 19th day of August 2022, by the Board of Trustees of the Santa Monica Police Officers' Association Reimbursement Trust.

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

- 6.2 **Procedures.** Amendments shall be made by action of the Board of Trustees pursuant to Article IX of the Trust Agreement.

ADOPTED, this 19th day of August 2022, by the Board of Trustees of the Santa Monica Police Officers' Association Reimbursement Trust.

Trustee


Trustee

Trustee

Trustee

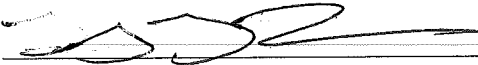
Trustee

Trustee


Trustee

6.2 **Procedures.** Amendments shall be made by action of the Board of Trustees pursuant to Article IX of the Trust Agreement.

ADOPTED, this 19th day of August 2022, by the Board of Trustees of the Santa Monica Police Officers' Association Reimbursement Trust.



Trustee

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Restated Retiree Medical Plan
of the Santa Monica Police Officers' Association Reimbursement Trust

- 6.2 **Procedures** Amendments shall be made by action of the Board of Trustees pursuant to Article IX of the Trust Agreement

ADOPTED, this 19th day of August 2022, by the Board of Trustees of the Santa Monica Police Officers' Association Reimbursement Trust.

Trustee

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Trustee


Trustee

On Aug 21, 2022, at 12:23 PM, shanetalbot1774@gmail.com
wrote: