

SAN BERNARDINO COUNTY PEACE OFFICER'S RELIEF FUND

PLAN SUMMARY AND PLAN DOCUMENT

(Restated as of June 2, 2010)

SAN BERNARDINO COUNTY PEACE OFFICER'S RELIEF FUND

Dear Participant:

This booklet describes your Trust benefit plan. The purpose of the Plan is to provide some measure of financial security for you and your family through the provision of long-term disability insurance and other related benefits.

This booklet is divided into two parts. The first part contains the Plan Summary which contains general information about the administration of the Trust and the structure of the Plan. The second part contains the complete text of the Plan Document and sets forth all provisions concerning eligibility and benefits.

We recommend that you read this booklet carefully so that you will be fully informed as to the eligibility requirements and the available benefits. If you have questions which the booklet does not answer or if you need clarification, please contact the Board of Trustees directly. Only the Board of Trustees is authorized to administer the Plan and to provide information relating to eligibility, benefits, and other provisions of the Plan. Statements by other persons, including Association officers or individual Trustees, are not authorized and will not bind the Board of Trustees of the San Bernardino County Peace Officer's Relief Fund.

It is important to realize that no retiree or other person possesses a vested right to any benefits under this Plan. While the Board of Trustees is committed to providing a cost-effective group of benefits, the Board of Trustees does possess the discretion to change the amount, form, manner, and duration of any benefit. It is also important to realize that the Plan will exist only so long as there are sufficient funds to enable the Trustees to pay benefits and to pay Plan expenses.

Sincerely,

Board of Trustees of the San Bernardino
County Peace Officer's Relief Fund

TABLE OF CONTENTS

I.	PLAN SUMMARY	1
II.	ESTABLISHMENT OF PLAN	4
III.	DEFINITIONS	4
IV.	ELIGIBILITY FOR TRUST BENEFITS	5
	A. General Eligibility Requirements	5
	B. Specific Eligibility Requirements for Trust's Insured Programs	6
	C. Specific Eligibility Requirement for the Trust's Self-Funded Programs	6
V.	TRUST'S INSURED PROGRAMS.....	6
	A. Long-Term Disability	6
	B. Chiropractic Benefits Program	6
VI.	TRUST'S SELF-FUNDED PROGRAMS.....	7
	A. Sickness and Accident Program	7
	B. Financial Distress Program.....	11
	C. LASIK Vision Assistance Program.....	14
VII.	ADDITIONAL BENEFIT ELIGIBILITY REQUIREMENTS	15
	A. Application Form.....	15
	B. Applicant's Obligation To Furnish Information To The Board of Trustees	15
VIII.	GENERAL PROVISIONS	16
	A. Interpretation of the Trust Agreement and The Plan	16
	B. Status of Benefits And Eligibility Requirements	16
	C. Limitations of Liability.....	16
	D. Non-Affiliation	16
	E. Non-Assignment of Benefits	17
	F. Participant or Beneficiary Remedies.....	17
	G. Trust Agreement	17
	H. Modification of Benefits.....	17
	I. Extent of Liability.....	18
	J. Standard of Review	18
	K. Governing Laws.....	18
	L. Construction.....	18
	M. Correction of Errors	18
	N. Providing Information.....	19

O.	Plan is Binding	19
P.	Compliance With Applicable Federal Laws.....	19
IX.	CLAIM APPEALS PROCEDURE.....	19
A.	Overview of the Trust's Claim Appeals Procedure.....	19
B.	Insured Trust Programs	19
C.	Trust's Self-Funded Programs	20
1.	Participant's or Beneficiary's Duty to Notify Trust.....	20
2.	Acceptance or Denial of Claim By The Trust	20
3.	Right to Appeal To The Board of Trustees.....	20
4.	Hearing By the Board of Trustees	21
5.	Decision By the Board of Trustees.....	21
6.	Final and Binding Arbitration	21
X.	AMENDMENT AND TERMINATION OF THE PLAN	22
	Appendix A – Product Providers	23

**PLAN DOCUMENT OF THE
SAN BERNARDINO COUNTY PEACE OFFICER'S RELIEF FUND**

I. PLAN SUMMARY

- A. Name of Plan: This Plan is known as the Benefits Plan of the San Bernardino County Peace Officer's Relief Fund.
- B. Name Address and Telephone of Sponsoring Organization: This Plan is sponsored by the San Bernardino County Safety Employees' Benefit Association ("SEBA"), 735 E. Carnegie Dr. Ste. 125, San Bernardino, California 92408, Telephone: (909) 885-6074.
- C. Identification Number: The employer identification number assigned to the Trust by the Internal Revenue Service is EIN 33-0597494. The Plan's plan number is 501.
- D. Type of Plan: This Plan is a welfare plan which will provide to Participants insured long-term disability and chiropractic benefits and self-funded benefits including financial distress benefits and LASIK vision assistance program.
- E. Type of Administration: The Plan is administered by a Board of Trustees.
- F. Name, Address and Telephone of Plan Administrator: Board of Directors of the San Bernardino County Safety Employees' Benefit Association, 735 E. Carnegie Dr. Ste. 125, San Bernardino, California 92408, Telephone: (909) 885-6074.
- G. Name and Address for Service of Process: The agent for the purpose of accepting service of legal process on behalf of the Trust is legal counsel to the Trust, as follows:

Christine P. Roberts
Mullen & Henzell L.L.P.
112 E. Victoria St.
Santa Barbara, CA 93101

- H. Contact Information for Trustees: All Plan Trustees may be contacted care of:

Ken Lutz
President of the Board of Trustees
735 E Carnegie Dr. Ste. 125
San Bernardino, CA 92408
(909) 885-6074

- I. Applicable Collective Bargaining Agreements: The Plan is maintained pursuant to one or more collective bargaining agreements known in the public sector as a Memorandum of Understanding (MOU) . Copies of the MOU(s) are available for inspection by Participants at the trust offices during regular business hours, or online at www.seba.biz.
- J. Participation, Eligibility, and Benefits: The Plan's requirements with respect to participation, eligibility, and benefits are set forth in Articles IV-VII of the Plan documents. Please note that the eligibility requirements for the long-term disability program and chiropractic benefits programs separately are set forth in the respective certificates for those insured programs.
- K. Circumstances Which May Result in Ineligibility or Denial of Benefits: A Participant who has not met the eligibility requirements will not receive a benefit under the Plan. Benefits may also be denied with regard to a disability determined by the Board of Trustees to be the result of any willful, malicious, or intentional violation of law or department policy.
- L. Source of Contributions: The primary source of contributions to the trust is contributions from the County of San Bernardino pursuant to memoranda of understanding between SEBA and the County. Future contributions to the Trust will depend to a significant degree upon future memoranda of understanding between SEBA and the County. Contributions are also made to the Trust by certain categories of employees.
- M. Sufficiency of Contributions: The benefits under the Plan as set forth from time to time by the Trustees are based upon the best information then available to them as to the cost of benefits and as to the contributions they expect to receive pursuant to the applicable memoranda of understanding. The Trustees reserve the right at any time to modify, increase, reduce, or even eliminate benefits if it appears necessary to them in their sole discretion to do so to maintain the financial soundness of the Plan.
- N. Entities Used for Accumulation of Assets and Payment of Benefits: The contributions are received and held by the Board of Trustees in trust pending the payment of benefits and administrative expenses.
- O. End of Plan Year: The Plan Year runs from July 1 through June 30 of each year.
- P. Use of Assets Upon Termination: The Board of Trustees possesses the authority to terminate the Plan. In the event the Plan is terminated, any and all remaining Trust monies and assets, after payment of expenses, shall be used for the continuation of the benefits provided by the then

existing Plan or similar benefits, until such monies and assets have been exhausted.

- Q. Procedures to be Followed in Presenting Claims for Benefits: To present a claim under the Trust's insured long-term disability program, it is necessary to follow the procedures set forth in the disability insurer's certificate. To present a claim under the Trust's chiropractic care HMO it is necessary to follow the procedures set forth in the HMO's evidence of coverage booklet.

To present a claim for non-insured benefits under the Plan, it is necessary to fill out an application form and to send that application form to the Board of Trustees. Call (909) 885-6074 or (800) 655-7322 to request forms.

- R. Remedies Available for Redress of Claims Which Are Denied:

1. Trust's Insured Programs: The long-term disability program has its own appeals procedure. Please refer to the certificate for that program for details of the appeals procedure. The chiropractic HMO has its own appeals procedure. Please refer to chiropractic care booklet.
2. Trust's Self-Administered Programs: in the event your claim for benefits is denied, you will be furnished with a written notice within ninety (90) days of the Trust's receipt of your claim. If you do not receive a response within ninety (90) days, your claim shall be deemed to be denied. You may then appeal to the Board of Trustees for a hearing, provided that you make the request in writing within sixty (60) calendar days after receiving written notice of the denial. You may upon request examine documents pertinent to the denial and may submit to the Trustees written issues and comments. For more details, see Article IX of the Plan document.

The Trustees shall generally issue a written decision within sixty (60) days after hearing your appeal, affirming, modifying, or setting aside the previous decision. If you disagree with the Trustees' decision, your sole and exclusive remedy is final and binding arbitration. For more details, see Article IX of the Plan document.

II. ESTABLISHMENT OF PLAN

Pursuant to applicable Memoranda of Understanding between the San Bernardino County Safety Employees' Benefit Association ("SEBA") and the County of San Bernardino and pursuant to a Trust Agreement adopted by SEBA, this Plan known as the "Benefit Plan of the San Bernardino County Peace Officer's Relief Fund" has been established.

The Trust's overall Plan is presently composed of five separate programs: (1) an insured long-term disability program, (2) a self-funded sickness and accident program, (3) a self-funded financial distress program, (4) a self-funded LASIK vision assistance program, and (4) chiropractic benefits provided through an HMO. In reading about the Trust's Plan, it is important for you to keep in mind the distinction between the Trust's insured benefits, i.e., the long-term disability and chiropractic benefits programs, and the Trust's three self-funded benefits, i.e., the Trust's sickness and accident program, the Trust's financial distress program, and its LASIK vision assistance program.

Insured benefits are provided pursuant to policies or certificates of insurance or HMO contracts provided by one or more third-party insurers or health maintenance organizations ("HMOs"); self-funded benefits are paid for directly from Trust assets.

III. DEFINITIONS

Where the following words and phrases appear in this Plan, they shall have the meaning set forth below, 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.

- A. "Association" means the San Bernardino County Safety Employees' Benefit Association (SEBA).
- B. "Beneficiary" means the Participant's Spouse, Registered Domestic Partner, or Dependent.
- C. "County" means the County of San Bernardino.
- D. "Department" means those San Bernardino County departments employing peace officers, public safety or specialized fire services personnel who are represented by SEBA, including but not limited to the Sheriff's Department. Any or all such San Bernardino County departments meeting these criteria are referred to herein as "the Department."
- E. A "Dependent" means a natural or legally adopted child of a Participant who is (a) either (i) under the age of nineteen (19) or (ii) a full-time student

under the age of twenty-four (24), (b) unmarried, and (c) chiefly dependent upon the Participant for support, however a child of a Participant who is unmarried, incapable of self-sustaining employment, and dependent on the Participant for support due to a mental and/or physical disability will qualify as a Dependent regardless of age.

- F. "Participant" means an employee of the County in a bargaining unit represented by SEBA or an employee of SEBA who satisfies the eligibility requirements set forth in Article IV.
- G. "Plan" means the Benefit Plan established by the Trust.
- H. "Registered Domestic Partner" means a domestic partner as defined in California Family Code Section 297.
- I. A "Spouse" means a person to whom a Participant is legally married.
- J. "Trust" means the San Bernardino County Peace Officer's Relief Fund.

IV. ELIGIBILITY FOR TRUST BENEFITS

To be eligible to participate in any of the Trust's programs, whether insured or self-funded, you must satisfy the following general eligibility requirements as well as the specific eligibility requirements for each trust program.

A. General Eligibility Requirements.

1. Active Employees. To be eligible to participate in any of the Trust's programs, whether insured or self-funded, you must be an active, full-time employee of the County and a member of a bargaining unit represented by the Association. Full-time employees of the Association are also eligible to participate in the Trust's programs.
2. Other General Eligibility Situations.
 - a. Leave Without Pay. A Trust Participant, who is on a leave of absence without pay from the Department due to sickness, service-connected disability, or non-service-connected disability, shall be deemed to satisfy the Trust's general eligibility requirements.
 - b. Approved Leave of Absence. A Trust Participant who is on a leave of absence of twelve (12) months or less that has been approved by the Department and who possesses a right to return to employment shall be deemed to satisfy the Trust's general eligibility requirements.

- c. Promotions Within the Department. A Trust Participant who is promoted from a job class represented by SEBA to a management position not represented by SEBA shall be deemed to satisfy the Trust's general eligibility requirements unless such promotion is to an Exempt position as defined by the applicable Memorandum of Understanding. However Trust Participants promoted to Exempt positions voluntarily may continue their participation by continuing to pay for their long-term disability insurance out-of-pocket.

- B. Specific Eligibility Requirements for Trust's Insured Program. If you wish to participate in the Trust's insured programs, i.e., the long-term disability and chiropractic benefits programs, not only must you satisfy the Trust's general eligibility requirements set forth above, but you must also satisfy any additional eligibility requirements established by the insurer of the long-term disability plan, and by the chiropractic HMO. Applicable insurers/HMOs are listed on Appendix A. Please refer to the certificate or evidence of coverage describing these programs for further details.

- C. Specific Eligibility Requirement for the Trust's Self-funded Programs. To be eligible for the Trust's self-funded programs, i.e., the Trust's sickness and accident program, the Trust's financial distress program, and LASIK vision assistance program, you must be eligible for and enrolled in the Trust's insured long-term disability program.

V. TRUST'S INSURED PROGRAMS

- A. Long-Term Disability Insurance. The Board of Trustees offers a long-term disability program through the California Law Enforcement Association and other LTD insurers as listed on Appendix A. If you are interested in this program, please contact the Trust administrator to obtain information about the program and the premium you will have to pay for the program. You should review closely the program's eligibility requirements, the program's exclusions and limitations, and the grounds for termination of coverage under the program. These are set forth in an evidence of coverage booklet available from the Administrator.

- B. Chiropractic Care Program. The Board of Trustees offers chiropractic care benefits through an HMO. The program permits Participants to receive chiropractic care from a variety of providers for a small co-payment. If you are interested in this program, please contact the Trust administrator to obtain information about the program and the costs of participating. You should closely review the program's eligibility requirements, exclusions and limitations, and the grounds for termination of coverage under the program. These are set forth in an evidence of coverage booklet available from the Administrator.

- C. Ongoing Evaluation and Assessment. The Board of Trustees is continually monitoring the insured programs it offers to Trust Participants so as to make sure that it continues to be appropriate within the resources available to the Trust.

VI. TRUST'S SELF-FUNDED PROGRAMS

A. Sickness and Accident Program.

1. Sickness and Accident Program Eligibility Requirements. To be eligible for benefits under this program, you must satisfy all of the following:
 - a. You must be incapable of performing your duties with the Department or with SEBA as a result of sickness or injury, whether mental or physical, whether service-connected or not; and
 - b. You must have exhausted your sick leave, holiday leave, vacation leave, compensatory time-off, administrative leave, and other applicable paid leaves of absence as defined in the Memorandum of Understanding between the Association and the County; and
 - c. You must not be receiving any compensation from the Department or with SEBA; and
 - d. You must not be employed in any other job; and
 - e. You must not be self-employed; and
 - f. You must be eligible for and enrolled in the Trust's long-term disability program.
2. Program Benefits.
 - a. Benefit Amount. The program benefit shall consist of at most thirteen (13) bi-weekly payments from the Trust in an amount of \$1,680.00. The Trustees may from time to time raise or lower this benefit amount. In setting this benefit payment amount, the Trustees may consider the State Average Weekly Wage ("SAWW") for California as determined by the Department of Labor's Division of Workers' Compensation.

- b. Automatic Extension. A Participant shall be entitled up to a maximum of three (3) additional bi-weekly payments of \$1,680.00, if either of the following occurs as of the thirteenth payment:
 - 1. The Participant has been retired but has not as yet received his or her first retirement payment, or
 - 2. The Participant has returned to work but has not as yet received his or her first paycheck.
- c. Discretionary Extension. In the absence of circumstances warranting an Automatic Extension, a Participant may receive payments in excess of thirteen (13), upon a showing of compelling circumstances and subject to such terms and conditions as are determined by the Board of Trustees in the exercise of its sole and unreviewable discretion.
- d. Modification of Benefit Amount. The Board of Trustees may from time to time in the exercise of its sole and unreviewable discretion raise or lower the benefit amount and may apply the modification to Participants currently receiving the benefit amount.
- e. New or Recurring Injuries or Illnesses. Participants experiencing new injuries or illnesses or recurrences of prior injuries or illnesses may receive an additional thirteen (13) bi-weekly payments, provided that the Participant has returned to work with the Department for at least four (4) complete weeks before submitting the second application.
- f. Single Benefit Amount Limitation. In no event shall the Trust be obligated to pay more than one benefit amount at a time, regardless of the number of injuries or illnesses of the Participant.
- g. Obligation to Repay. Notwithstanding any other provision of this Plan Document, a Participant shall not be entitled to receive a second thirteen-week period of benefits, unless the Participant has made a good faith effort, as determined by the Board of Trustees in the exercise of its sole and unreviewable discretion, to repay to the Trust the benefit amount previously received by the Participant. The Board of Trustees however waive this requirement when deemed

appropriate.

3. Cessation of Program Benefits. Benefits shall cease on the occurrence of the earliest of any of the following:
 - a. Completion of thirteen (13) payments (or as extended) with respect to a single injury or illness; or
 - b. Death of the Trust Participant; or
 - c. The return to full-time employment with the Department or with SEBA; or
 - d. The retirement of the Trust Participant; or
 - e. The receipt by the Trust Participant of long-term disability benefits from any source.

4. Ineligibility for Benefits. The Board of Trustees possesses the sole and unreviewable discretion to determine that a Trust Participant is ineligible for benefits under this program if the Participant's disability results from any willful, malicious, or intentional violation of any federal, state, or local law, or of departmental policy.

5. Administrative Requirements.
 - a. A Participant must file an application on a form approved by the Trust within twelve (12) months of becoming eligible for benefits. The Trustees may in the exercise of their sole discretion extend the above time limit in the event evidence is produced establishing that it was not reasonably possible to file a claim in a timely manner.
 - b. A Participant must provide to the Trust any medical records, including workers compensation or disability retirement evaluations, requested by the Trust that are available to the Participant or to the Participant's attorney. The Trust shall maintain the confidentiality of these records and shall use them only to determine the Participant's eligibility for benefits.
 - c. The Board of Trustees shall make whatever investigation of the facts concerning a specific application it deems appropriate. Benefits shall not be payable until receipt by

the Trust's administrative office of written proof satisfactory to the Trustees concerning the facts underlying the claim.

- d. The burden of establishing eligibility for program benefits rests with the Participant.
- e. The Trust is entitled to file a lien with the Workers Compensation Appeals Board to the extent of any monies paid by the Trust to the Participant.

6. Third Party Liability.

- a. Condition Precedent. If a Participant incurs an illness, injury, disease, or other condition for which a third party may be liable or legally responsible by reason of negligence or other legal cause on the part of that third party, the Participant, as a condition precedent to entitlement to sickness and accident program benefits for such illness, injury, disease or condition, shall execute an "Agreement to Reimburse" in a form satisfactory to the Trust. The Agreement to Reimburse shall provide that the Participant shall reimburse the Trust in an amount equal to, but not in excess of, payments made or to be made to the Participant by the Trust under the sickness and accident program in connection with or arising out of any injury, illness, disease, or other condition for which the third party may be responsible.

The Agreement to Reimburse shall further provide that this reimbursement shall come only from proceeds received by way of judgment, settlement, or otherwise in connection with or arising out of any claim for damages by the Participant or his or her heirs, representatives, or legal guardians, but shall apply on a first-dollar basis (i.e., has priority over other rights), applies whether the funds paid to or for the benefit of the Participant constitute a full or partial recovery, and even applies to funds actually or allegedly paid for non-medical or dental charges, attorney fees, or other costs and expenses.. Any Participant who refuses to sign such an Agreement to Reimburse in a form satisfactory to the Trust shall not be eligible for benefits under the Plan for any illness, injury, disease or other condition for which a third party may be liable.

- b. Lien. A lien shall automatically exist in favor of the Trust upon all sums of money recovered by the Participant in connection with any illness, injury, disease, or other

condition for which a third party may be liable to the extent of the benefit payments made by the Trust under the Plan.

- c. Participant's Obligations. The Participant shall notify the Trust in writing within sixty (60) days of the Participant's making a written claim against a third party. The Participant shall take such actions, furnish such information and assistance, and execute such papers in addition to the Agreement to Reimburse as the Trust may require to facilitate enforcement of the Trust's rights. The Participant shall not settle any lawsuit nor do anything to prejudice the rights given the Trust under this part without the Trust's prior written consent. The failure of the Participant to give such notice to the Trust, to cooperate with the Trust, or to sign the Agreement to Reimburse constitutes a material breach of the Plan and will result in the Participant being personally responsible to reimburse the Trust.

B. Financial Distress Program.

1. General Policy. The Trust is dedicated to the extent reasonably possible within the limits of Trust resources to assist Participants or their immediate families in situations of emergency or hardship.
2. Specific Purpose. The purpose of this portion of the Plan Document is to set forth the Trust's guidelines for providing financial assistance to eligible Participants or their immediate families.
3. General Guidelines.
 - a. In providing financial assistance, the Trust shall not discriminate on the basis of race, religion, gender, national origin, or any other characteristic or trait protected against discrimination under federal or state law.
 - b. The Trust shall fairly and objectively review each application for assistance.
4. Definitions.
 - a. "Safety Worker" shall mean any active, full-time peace officer, public safety or specialized fire services personnel who is a member of a bargaining unit represented by SEBA, including but not limited to individuals in the ranks of sergeant, lieutenant, and captain. Reserve deputies do not

come within this definition. Full-time SEBA employees do come within this definition.

- b. “Disabled” or “disability” shall mean the permanent incapacity of a Safety Worker to the extent the Safety Worker is unable to perform the duties of his or her position, as determined by the Trust in its sole discretion based upon competent medical evidence.
- c. “Slain or Disabled in the Line of Duty” shall mean death or physical or mental incapacity occurring as a direct result of injuries or illness incurred by the Safety Worker while engaged in active law enforcement or other duties assigned to a peace officer, public safety or specialized fire services personnel.
- d. “Unusual medical expenses” shall mean expenses arising from serious injury or illness and which are not otherwise paid for by insurance or another source.

5. Financial Distress Benefits.

- a. The Trust in the exercise of its sole and unreviewable discretion shall consider providing assistance in the following situations:
 - 1) Funeral expenses and related expenses of a Safety Worker, the Safety Worker’s Spouse, Registered Domestic Partner, or Dependent, upon a showing of need;
 - 2) Unusual medical expense of a Safety Worker, the Safety Worker’s Spouse, Registered Domestic Partner, or Dependent, upon a showing of need;
 - 3) Vocational training or therapy for disabilities incurred by a Safety Worker, upon a showing of need;
 - 4) Special needs arising out of the death, serious illness or injury, or other catastrophic event involving a Safety Worker, the Safety Worker’s Spouse, Registered Domestic Partner, or Dependent, upon a showing of need;
 - 5) Short-term financial aid to the immediate families (Spouses, Dependents or Registered Domestic

Partners) of San Bernardino deputies slain or disabled in the line of duty, upon a showing of need; or

- 6) Other situations which in the sole discretion of the Board of Trustees meet the intent of this program.
- b. In each case the Trust shall determine, prior to granting any assistance, if other sources of financial assistance are available to the Safety Worker or family member, including but not limited to reimbursements or advances available under other County benefit plans.
- c. Absent compelling circumstances as determined by the Trust, a Safety Worker and the Safety Worker's immediate family shall be eligible for no more than one (1) award of financial aid per calendar year pursuant to the following schedule:
 - (i) funeral expenses: a maximum of \$5,000;
 - (ii) unusual medical expenses: a maximum of \$10,000;
 - (iii) vocation training or therapy for disabilities: a maximum of \$10,000;
 - (iv) special needs arising out of death, serious illness or injury, or other catastrophic event: \$10,000.

6. Procedural and Other Requirements.

- a. An eligible individual shall complete a written application for financial assistance which includes a financial disclosure form.
- b. The Trust shall maintain the confidentiality of each application to the extent possible.
- c. The Trust shall endeavor to have payments made directly to creditors or vendors upon submission of appropriate billing information.

- d. The Trust shall request such substantiation of financial necessity as is appropriate under the particular circumstances of each application.
 - e. Before receiving benefits, a recipient shall agree in writing to repay the Trust for any benefits received, once the recipient determines he or she is able to do so. Payments shall be made by payroll deductions authorized in writing by the employee upon his or her return to work or immediately if the Participant remains at work. The Trust reserves the right to waive this requirement with regard to burial expenses.
- 7. The benefits provided under this policy are not vested and may be increased, decreased, or terminated at any time as the Board of Trustees in its sole discretion considers appropriate.
 - 8. A Participant or Beneficiary shall not possess any right or entitlement to benefits under this program. The Board of Trustees shall exercise its sole and unreviewable discretion as to whether benefits are due under this program.
 - 9. Benefits under this program are separate and distinct from those under the Trust's sickness and accident program.

C. Laser Vision Assistance Program.

- 1. Laser Vision Assistance Program Eligibility Requirements. To be eligible for benefits under the Trust's laser vision assistance program, you must satisfy all of the following:
 - a. You must have been an employee with the Department or SEBA for at least one complete calendar year; and
 - b. You must complete the Trust's application form.
- 2. Laser Vision Assistance Program Benefits.
 - a. Scope of Benefit. The benefit under this program is available with respect to laser vision surgery that is not otherwise insured for or reimbursable under any other plan or program covering the Trust participant. A Participant may make use of this benefit only "once" during his or her term of coverage under the Plan; "once" for these purposes means treatment of both left and right eyes, to the extent necessary.
 - b. Benefit Amount. The Trust will pay up to five hundred dollars (\$500.00) as the Trust's laser vision assistance benefit.

- c. Payment. Payment will be made upon receipt of documentation confirming payment by the participant, to the participant as reimbursement.
 - e. Scope of Recipients. A Trust participant, but not that participant's dependents or beneficiaries, shall be eligible for benefits under this Trust program.
- 3. The benefits under this program are not vested and may be increased, decreased, or terminated at any time as the Board of Trustees in its sole discretion considers appropriate.
 - 4. The Trust does not guarantee the results of laser vision correction or surgery. Selection of the surgery provider is completely within the Trust participant's discretion.
 - 5. The Trust urges any participant considering laser surgery to determine that this surgery is appropriate for him or her and to evaluate fully all the risks and possible adverse complications that may arise from the surgery. The Trust will not be held responsible in the event a Trust participant is not satisfied with the results of laser surgery.

VII. ADDITIONAL BENEFIT ELIGIBILITY REQUIREMENTS

A. Application Form.

As a condition for payment of any benefit under this Plan, an individual must submit a written application in a form prescribed by the Board of Trustees.

B. Applicant's Obligation to Furnish Information to the Board of Trustees.

Participants or Beneficiaries shall be obligated to cooperate with the Board of Trustees and to provide any information requested by the Trustees within a reasonable period of time which shall not exceed sixty (60) days, (unless special circumstances as determined by the Board of Trustees exist to justify an extension of time). If a Participant or Beneficiary fails to cooperate fully with the Board of Trustees, the Board shall have the authority not to pay benefits under this Plan otherwise payable.

The Trustees may request from a Participant or a Beneficiary information including but not limited to: personal financial statements; federal income tax returns, including attachments; state income tax returns, including attachments; federal and state income tax returns or financial statements

concerning any business, partnership, corporation, or other entity operated, owned, or administered by the Participant; documentation supporting a Participant's eligibility for disability retirement; a Participant's pension status as determined by a public employee retirement system, and such other information as the Board of Trustees determines is necessary for proper administration of the Trust and this Plan. The Trustees shall maintain the confidentiality of such information to the fullest extent permitted given the administrative duties that they discharge.

VIII. GENERAL PROVISIONS

A. Interpretation of the Trust Agreement and The Plan.

The Board of Trustees shall possess full authority and power to interpret the terms of the Trust Agreement and this Plan Document. The Board of Trustees also possesses full authority to determine whether any claim for benefits is to be granted or denied.

B. Status of Benefits and Eligibility Requirements.

So that the Board of Trustees is able to fulfill its obligation to maintain within the limits of Trust resources a program dedicated to providing benefits to all Participants, the Board of Trustees expressly reserves the right in its sole discretion at any time and from time to time (1) to increase, decrease, amend, or terminate any benefit provided under this Plan, (2) to increase, decrease, add, delete, or modify the conditions that have to be met before a benefit is payable and such changes may be applicable to claims in process or which are made in the future, (3) to amend, alter, or modify any eligibility requirement for benefits under this Plan, (4) to amend any provision of the Plan Document, or (5) to terminate the Plan in full.

C. Limitations of Liability.

Neither the establishment of the Plan or the Trust nor any modifications thereto, nor the payment of any benefits shall be construed as giving any Participant, Beneficiary, or other person any legal or equitable right of action or recourse against the Board of Trustees or its agents or employees, except as provided in the Plan and in the Trust Agreement, or against SEBA or its officers, directors, or agents.

D. Non-Affiliation.

The long-term disability health insurer and HMOs to which the Trust makes payments are separate and distinct from the Trust and are not agents of the Trust.

E. Non-Assignment of Benefits.

A Participant or a Beneficiary shall not have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute, or anticipate any benefit payment hereunder. Benefits hereunder shall not be subject to levy or execution or attachment or garnishment.

F. Participant or Beneficiary Remedies.

A Participant or Beneficiary shall not have any right or claim to benefits from the Trust, except as specified in this Plan. Any dispute as to eligibility, type, amount or duration of non-insured benefits under this Plan or any amendment or modification thereof shall be resolved by the Board of Trustees under and pursuant to this Plan and the Trust Agreement, and its decision concerning the dispute shall be final and binding upon all parties to the dispute. The sole remedy of a participant or Beneficiary concerning the Trust's non-insured benefits is to pursue the procedures as set forth in Article IX of this Plan Document.

G. Trust Agreement.

The provisions of the Plan are subject to and controlled by the provisions of the Trust Agreement, and in the event of any conflict between the provisions of the Trust Agreement and the provisions of this Plan, the Trust Agreement shall prevail.

H. Modification of Benefits.

The benefits provided by this Plan can be paid only to the extent that the Trust has available adequate resources for such payments. The County does not have any liability, directly or indirectly, to provide the benefits established hereunder beyond the obligation of the County to make contributions as stipulated in the applicable Memorandum of Understanding. In the event that at any time the Trust does not have sufficient assets to permit continued payments hereunder, nothing contained in the Plan shall be construed as obligating the County to make benefit payments or contributions (other than the contributions for which the County may be obligated by the Memorandum of Understanding) in order to provide for the benefits established hereunder.

Likewise, there shall be no liability upon the Board of Trustees, individually or collectively, or upon the County or any other person or entity of any kind to provide the benefits established hereunder if the Trust does not have sufficient assets to make such benefit payments.

I. Extent of Liability.

The non-insured benefits provided by this Plan are not insured by any contract of insurance, and there is no liability on the Board of Trustees or other individual or entity to provide payment over and beyond the amount in the Trust collected and available for such purpose.

J. Standard of Review.

No action of the Board of Trustees may be revised, changed, or modified by any arbitrator, court, or other entity unless the party seeking such action has exhausted all of its administrative remedies under the Trust and this Plan Document and is able to show by clear and convincing evidence that the Board of Trustees' decision was arbitrary and capricious in light of the information actually available to it, and considered by it, at the time of its decision.

K. Governing Law.

The Plan shall be construed, regulated and administered in accordance with the laws of the State of California, and shall also be construed to the maximum extent possible in accordance with the Internal Revenue Code in order for benefits provided by the Plan to be nontaxable and for the Trust to be exempt.

L. Construction.

The headings and subheadings in the Plan have been inserted for convenience of reference only and shall not affect the construction of the provisions hereof. In any necessary construction the masculine shall include the feminine and the singular the plural, and vice versa.

M. Correction of Errors.

The Board of Trustees may require an adjustment to be made in any Plan benefit or may collect previously paid benefits if, after payment has commenced, any error in any pertinent information or any mistake in payment is discovered. Any person in receipt of Plan benefits paid (or on whose behalf benefits were paid) but not owed has an obligation to immediately notify the Board of Trustees of the overpayment and to return the overpaid benefits to the Plan. The Board of Trustees may, on behalf of the Plan, take whatever action is necessary or appropriate to enforce the Plan's right to recover mistaken payments. The Trustee shall determine whether a contribution was made on account of a mistake in fact.

N. Providing Information.

An individual who applies for or claims benefits under this Plan may be required to furnish such information as may be requested by the Board of Trustees in the administration of the Plan. If the Board determines that an individual furnished erroneous information, the Board may make such adjustment in any benefit payable hereunder as it deems appropriate to correct such error.

O. Plan is Binding.

Each person who receives or claims benefits under this Plan, shall be bound by the terms of this Plan and the Trust Agreement including all amendments to the Plan and the Trust Agreement and shall also be bound by decisions made by the Board of Trustees in accordance with the terms of the Plan or Trust Agreement.

P. Compliance With Applicable Federal Laws.

With regard to self-funded benefits, the Administrator shall comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and regulations thereunder, as amended from time to time. With regard to insured benefits the Administrator shall make a reasonable effort to confirm compliance with applicable provisions of these laws by the insurers, HMOs, and other third parties engaged to provide such benefits.

IX. CLAIM APPEALS PROCEDURE

A. Overview of the Trust's Claim Appeals Procedure.

This appeals procedure does not expand or modify the benefits due a Participant or Beneficiary.

B. Insured Trust Programs.

The Trust offers its long-term disability program and chiropractic care program through one or more insurers or HMOs listed on Appendix A to this Plan. If you disagree with a decision by an insurer or HMO listed thereon as to your eligibility for benefits or as to the amount of benefit due to you, you must follow the appeals procedure of that insurer or HMO. The appeals procedure is set forth in the certificate for the program. It is very important for you to follow all of the steps of that procedure. Only the

applicable insurer or HMO, and not this Trust, is able to extend or modify any time limits set forth in its appeals procedure.

C. Trust's Self-Funded Programs.

1. Participant's or Beneficiary's Duty to Notify Trust of Claim.

A Participant or Beneficiary shall be obligated to notify the Trust of his or her claim for benefits before he or she is entitled to any benefits under the Plan. Failure to notify the administrator shall relieve the Trust of any obligations to provide benefits.

2. Acceptance or Denial of Claim by the Trust.

The Trust shall consider each claim for Plan benefits and determine whether to grant or deny the claim. If a claim for Plan benefits made by a Claimant is wholly or partially denied, the Trust shall give written notice of such denial to the Claimant within ninety (90) days of receipt of the Claimant's claim for benefits. In the event the Trust does not provide written notice of its decision within ninety (90) days of the Claimant's claim, the claim shall be deemed to be denied. The written notification from the Trust shall include the following information: (1) the specific reasons for the denial; (2) the specific reference to the provisions of the Plan upon which the denial is based; (3) a description of any additional material or information which may be needed to clarify or complete the claim and an explanation of why such information is needed; and (4) an explanation of the Plan's review procedure with respect to the denial of benefits.

3. Right to Appeal to the Board of Trustees.

A Claimant whose claim has been denied may appeal to the Board of Trustees for a review of the benefit denial. The Claimant shall submit a written appeal within sixty (60) calendar days after being notified of the denial. The appeal shall be in writing and shall state in clear and concise terms the reason or reasons for the Claimant's disputing the denial. The Claimant may request to examine documents pertinent to the appeal and may submit written comments to the Board of Trustees. A Claimant's failure to submit a written appeal within the sixty (60) day period or a Claimant's failure to appear in a hearing before the Board of Trustees shall constitute a waiver of the Claimant's right to contest the denial.

4. Hearing By the Board of Trustees.

The Board of Trustees shall conduct a hearing no later than ninety (90) calendar days after receipt of the Claimant's written appeal. At the hearing the Claimant shall be entitled to present his or her position and any evidence in support thereof. The Claimant may be represented at the hearing at the Claimant's expense by an attorney or by any other representative of his or her choosing.

5. Decision By the Board of Trustees.

The decision by the Board of Trustees on the appeal shall be made promptly and not more than sixty (60) days after the hearing on appeal. The Board of Trustees may extend this time period up to an additional sixty (60) days if required by special circumstances as determined by the board of Trustees. If such an extension is required, the Participant shall be notified of the extension and the reasons for the extension.

The Board of Trustees shall issue a written decision affirming, modifying, or setting aside the administrator's decision.

The Board of Trustees possesses full discretion to decide benefit appeals and to interpret the terms of the Trust Agreement, the Plan Document, and other documents relevant to a claim.

6. Final and Binding Arbitration.

If a Claimant disagrees with the decision of the Board, a Claimant's exclusive remedy shall be final and binding arbitration. A Claimant may request arbitration by making a written demand for arbitration to the Board of Trustees. The Demand must be received by the Board of Trustees within seventy (70) days after the date set forth on the notice of decision. The arbitration will be conducted according to the commercial arbitration rules of the American Arbitration Association. The jurisdiction of the arbitrator is limited to interpreting the Plan Document. The decision of the arbitrator shall be final and binding upon the parties, including the Claimant and any person claiming through the Claimant. The Claimant shall be financially responsible to pay either one-half of the costs of arbitration, including but not limited to the fees of the arbitrator, the fees of the American Arbitration Association, and the fees of the court reporter, or the sum of five hundred dollars (\$500.00), whichever is greater.

X. AMENDMENT AND TERMINATION OF THE PLAN

The Board of Trustees may at any time amend or modify the Plan or the Trust Agreement. The Board of Trustees retains the discretion to change the amount, form, manner, and duration of any benefit. Participants or Beneficiaries do not possess any vested rights to any benefit of this plan. Upon termination of the Plan, the Board of Trustees shall use any remaining Trust assets, after first satisfying Trust obligations, to provide Plan benefits or similar benefits for so long as Trust assets permit.

SAN BERNARDINO COUNTY PEACE OFFICER'S RELIEF FUND

APPENDIX A TO PLAN DOCUMENT

Effective June 2, 2010

Participant Group	LTD Insurer
Safety and Safety Management & Supervisory Units; Specialized Peace Officer & Specialized Peace Officer Supervisory Units*	California Law Enforcement Association
Specialized Fire Services Unit (formerly HazMat)	Hartford
Welfare Fraud and Coroner Investigators	Reliance Standard

Participant Group	Chiropractic Care HMO
<u>All</u>	American Specialty Health Plans of California

* Not including Welfare Fraud and Coroner Investigators.