
PERALTA COMMUNITY COLLEGE DISTRICT
MEDICARE A, B & D PREMIUM REIMBURSEMENT PLAN

PERSUANT TO INTERNAL REVENUE CODE SECTION 105

PLAN DOCUMENT

RESTATED OCTOBER 22, 2015

Summary of clarifications and eligibility criteria:

Reimbursement Plan has been expanded to include reimbursement of Medicare Part D.

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Peralta Community College District

Medicare A, B & D Premium Reimbursement Plan

1. INTRODUCTION

1.1 Establishment of Plan.

Peralta Community College District has amended and adopted this plan effective January 1, 2015 to provide Benefits for those Participants who shall qualify hereunder including their dependents and beneficiaries (herein referred to as "Participants"). The Plan shall be known as the Peralta Community College District Medicare A, B & D Premium Reimbursement Plan (the "Plan").

Our intention, as the Employer and plan sponsor, is that the Plan qualify within the meaning of Section 105 of the Internal Revenue Code, as amended, and that the Benefits which a Participant may receive under the Plan be excludable from the Participant's income under Section 105 and other applicable sections of the Internal Revenue Code, as amended, and to be interpreted in a manner consistent with the requirements thereof.

1.2 Intention of Plan.

This Plan has been established to reimburse eligible Participants for the cost of Medicare A, B & D premiums. It is intended that the Plan meet the requirements for qualification under Section 105 of the Code, and that Benefits paid to Participants hereunder be excludable from their gross incomes by virtue of Section 105(b).

2. DEFINITIONS

The following words and phrases are used in this Plan and will have the meanings set forth unless a different meaning is clearly required by the context.

2.1 Administrator.

or " Plan Administrator" means the Employer sponsoring the Plan (Peralta Community College District). The Administrator shall be the named fiduciary pursuant to ERISA Section 402. The Administrator shall appoint and delegate a contract administration firm to assist in the administration of the Plan.

2.2 Affiliated Employer.

Any Employer within the context of Code Section 414(b),(c), or (m) of the Code which will be treated as single employer for purposes of Code Section 125.

2.3 Benefits.

Any amounts paid to a Participant in this Plan as reimbursement for eligible Medicare A, B & D premiums incurred during a Plan Year.

2.4 Closing Period.

Claims are processed on the 15th of each month. Documentation submitted after that deadline will be processed the following month. Reimbursements are scheduled to be released within ten calendar days after the end of the month for prior month eligibility.

2.5 Company.

The Organization named as the "Employer."

2.6 Coverage Period.

The Plan Year, during which period the Benefits provided by this Plan are available to a Participant hereunder.

2.7 Effective Date.

The specified date on which the Plan is applicable to the Participating Employees.

2.8 Eligible Expenses.

An expense incurred by a Participant for Medicare A, B & D, but only to the extent that the Participant incurring the expense is not reimbursed for the expense through any other means.

2.9 Employee.

Any individual who was considered to be in a legal employer-employee relationship with the Employer for Federal withholding tax purposes or a Retiree who had a legal employer-employee relationship at the time of retirement.

2.10 Employer.

Peralta Community College District and any Affiliated Employer authorized by the Company that adopts the Plan, provided, however, that when the Plan provides that the Employer has a certain power (e.g., the appointment of a Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the Plan), the term "Employer" shall mean only the Company. Affiliated Employers who adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.

2.11 Participant.

Any Employee who has met the eligibility requirements contained in the Employer's Plan Document and who has elected to receive Benefits under this Plan. Eligible retirees must be enrolled in a Peralta sponsored medical plan, either Kaiser or CoreSource, and they are enrolled in Medicare. Dependents of Peralta Employees may also be Participants in this Plan if they are also enrolled in a Peralta sponsored medical plan, either Kaiser or CoreSource, and they are enrolled in Medicare. Participants may not seek reimbursement under any other Medicare Reimbursement Plan. Beneficiaries may seek reimbursement for eligible Participants with proper documentation.

2.12 Plan.

This Plan as set forth herein, together with any and all documents incorporated by reference including amendments and supplements hereto, known by the name The Peralta Community College District Medicare A, B & D Premium Reimbursement Plan.

2.13 Plan Service Provider

Person, Persons, or Service Company contracted by the Employer to perform administrative and record keeping tasks related to the Plan.

2.14 Plan Year.

The annual accounting period of the Plan which shall coincide with the calendar year; January through December.

2.15 Spouse.

An individual who is legally married to a Participant, but will not include an individual separated from the Participant under a legal separation decree.

3. ELIGIBILITY

3.1 Eligibility.

Any Employee who has retired from the district with Kaiser or CoreSource coverage through the district and who has elected and paid for Medicare A, B & D coverage.

4. BENEFITS

4.1 Available Levels of Benefits.

All eligible employees are entitled to be reimbursed for their Medicare A, B & D premiums. This cost of coverage (premium) is determined by Medicare and varies based on each individual taxpayer's eligibility.

Special provisions apply for Medicare Part D reimbursements as follows:

- (a) If an individual retired on or before 4/30/2013, Medicare Part D expenses incurred and paid on or after 9/1/2015 are eligible for reimbursement; or
- (b) If an individual retired on or after 5/1/2013, Medicare Part D expenses incurred and paid on or after 1/1/2015 are eligible for reimbursement.
- (c) The retiree and/or eligible dependent is not concurrently enrolled in another privately held Medicare Part D program.

These special provisions do not apply to Medicare A or B reimbursements.

4.2 Required Information.

To receive Benefits, each participant must complete and submit the current "Medicare A, B, & D Premium Reimbursement Claim Form" and provide the required information listed below.

Each Participant's claim for Benefits must contain a written statement, from a third party, that provides the following information:

- (d) Person or persons on whose behalf Medicare A, B & D premiums have been paid;
- (e) Dates of coverage;
- (f) Coverage type (i.e., Medicare Part A, Medicare Part B and/or Medicare Part D);
- (g) Amount of the premium; and
- (h) Proof of payment to Medicare or Medicare Agents such as Centers for Medicare Services (CMS).

4.3 Deadline for Submitting Claim Documentation.

All Participants must submit the information listed above no later than March 30 following the calendar year in which the expenses were incurred.

5. BENEFIT LIMITATIONS

5.1 Source of Payments.

All Benefits derived hereunder will be paid exclusively from the employer's general assets. No Benefits will be payable with respect to a coverage period for which the Participant was not eligible to receive this benefit.

6. PLAN ADMINISTRATION

6.1 Administrative Functions.

The Plan Administrator will be responsible for the day-to-day operation of the Plan, including verification of Reimbursable Expenses, and determination of the amounts that are eligible for reimbursement according to the specifications in the Employer's Plan. The Plan Administrator may retain such consultants, actuaries, legal counsel, third party administrators and Plan Service Providers as it deems necessary to fulfill its administrative functions hereunder.

6.2 Periodic Statements.

The Administrator will furnish each Participant periodic statements of Participant's Medicare A, B & D Premium Reimbursement Account during the Plan Year upon request.

7. CLAIMS PROCEDURES

7.1 Denied Claims Procedure Under the Plan.

Any Participant, beneficiary, or duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing and delivered to the Plan Service Provider. Within ninety (90) days after receipt of such claim, the Plan Administrator will send to the claimant notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed ninety (90) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 90-day period. The Plan Administrator will have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section 7.1, the claim will be deemed denied, and the claimant will be permitted to exercise the right to review pursuant to Sections 7.3 and 7.4.

7.2 Requirement for Written Notice of Claim Denial.

The Plan Administrator will provide to every claimant who is denied a claim for Benefits a written notice setting forth in a manner calculated to be understood by the claimant the following information:

- (a) Specific reason or reasons for the denial;
- (b) Description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
- (c) Deadline for claim re-submission.

7.3 Right to Request Hearing on Benefit Denial.

Within sixty (60) days after the receipt by the claimant of written notification of the denial (in whole or in part) of Participant's claim, the claimant or duly authorized representative may make a written application to the Plan Administrator, in person or by certified mail, postage prepaid, to be afforded a review of such denial; may review pertinent documents; and may submit issues and comments in writing.

7.4 Disposition of Disputed Claims.

Upon receipt of a request for review, the Plan Administrator will make a prompt decision on the review matter. The decision on such review will be written in a manner calculated to be understood by the claimant and will include specific reasons for the decision and specific references to the pertinent plan or insurance policy provision on which the decision was based. The decision upon review will be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstance require an extension of time for processing, in which case a decision will be rendered not later than one hundred twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant will be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section 7.4, the claim will be deemed denied, and the Claimant will be permitted to exercise the right to legal remedy pursuant to Section 7.5.

7.5 Preservation of Remedies.

After exhaustion of the claims procedure is provided under this Plan, nothing is to prevent any person from pursuing any other legal or equitable remedy.

8. PLAN AMENDMENT AND TERMINATION

8.1 Permanency.

Continuation of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.2 and 8.3, below.

8.2 Employer's Right to Amend.

The Employer reserves the right to amend the Plan at any time and from time-to-time, and retroactively if deemed necessary or appropriate for any reason whatsoever; provided, however, that no such modification or amendment will make it possible for any Expense Reimbursement Account Balance to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their beneficiaries under the Plan.

8.3 Employer's Right to Terminate.

The Employer reserves the right to discontinue or terminate the Plan for any reason whatsoever without prejudice at any time without prior notice.

9. MISCELLANEOUS PROVISIONS

9.1 No Employment Rights Conferred.

Neither this Plan nor any action taken with respect to it confers upon any person the right of employment or continued employment with any Employer.

9.2 Payments to Beneficiary.

Any Benefits otherwise payable to a Participant following the date of death of such Participant will be paid to Participant's spouse, or, if there is no surviving spouse, to Participant's estate.

9.3 Non-alienation of Benefits.

No benefit under the Plan will be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. No benefit under the Plan will in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to Benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit will cease and terminate at the discretion of the Plan Administrator, and the Plan Administrator may hold or apply the

same or any part thereof for the benefit of any dependent or beneficiary of such person, in such manner and proportion as may be deemed proper by the Plan Administrator.

9.4 Governing Law.

This Plan will be construed, administered, and enforced according to applicable Federal law and the laws of the state where Peralta Community College District is established.

9.5 Mental or Physical Incompetency.

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan who is incompetent by reason of physical or mental disability, the Plan Administrator may cause all payments thereafter becoming due to such person to be made to another person for Participant's benefit, without responsibility to follow the applicator of amounts so paid. Payments made pursuant to this Section will completely discharge the Plan Administrator and Employer.

9.6 Inability to Locate Payee.

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because the identity or whereabouts of such Participant or other person can not be ascertained after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of each Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person will be forfeited three (3) years after the date any such payment first became due.

9.7 Source of Payments.

The Employer will be the sole source of Benefits under the Plan. No Participant or beneficiary will have any right to, or interest in, any assets of the Employer upon termination from the plan, except as provided from time to time under the Plan, and then only to the extent of the Benefits payable under the Plan to such Participant or beneficiary.

9.8 Tax Effects.

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant hereunder will be treated as excludable from gross income for State or Federal income tax purposes.

9.9 Multiple Functions.

A person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.10 Gender and Number.

Masculine pronouns include the feminine as well as the neuter genders, and the singular will include the plural, unless indicated otherwise by the context.

9.11 Headings.

The Section headings contained herein are for convenience of reference only, and are not to be construed as defining or limiting the matter contained thereunder.

9.12 Severability.

Should any part of this Plan or the relative Sections of the Employer's Cafeteria Plan subsequently be invalidated by a court of competent jurisdiction, a remainder thereof will be given effect to the maximum extent possible.

10. GENERAL INFORMATION ABOUT OUR PLAN

This Section contains general information that you may need to know about the Plan.

10.1 GENERAL PLAN INFORMATION:

Peralta Community College District Medicare Reimbursement Plan is the name of your Plan. Your Employer has assigned Number 504 to your Plan. The provisions of your Plan were last amended to be effective January 1, 2015. Your Plan's records are maintained on a twelve-month period that is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

10.2 EMPLOYER INFORMATION:

Your Employer's name and address is:
Peralta Community College District
333 East 8th Street
Oakland, CA 94606
Tax ID#: 94-1676375

10.3 PLAN ADMINISTRATOR INFORMATION:

The name and address of your Plan's Administrator is:
Peralta Community College District
333 East 8th Street
Oakland, CA 94606
Tax ID#: 94-1676375

The administrator keeps the records for the Plan and will also answer any questions you may have about our Plan. Please contact the Administrator for any further information about the Plan.

10.4 SERVICE OF LEGAL PROCESS:

The name and address of the Plan's agent for service of legal process is:

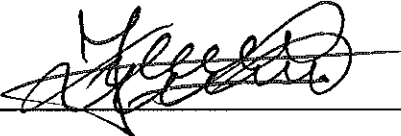
Peralta Community College District
Office of the Chancellor
333 East 8th Street

Oakland, CA 94606

10.5 TYPE OF ADMINISTRATION

It is understood that the Employer sponsoring this plan (Peralta Community College District) is the Administrator of the plan. The Administrator shall be responsible for all administrative tasks as outlined in Article IX.

IN WITNESS WHEREOF, this Plan document is hereby executed this 22 Oct. 2015

By:  _____

Chancellor

Peralta Community College District

Peralta Community College District Medicare A, B & D Premium Reimbursement Plan

ADOPTING RESOLUTION

The undersigned Chancellor of the Peralta Community College District (The "Employer") hereby certifies that the following resolutions were duly adopted by the Employer on October 20, 2015 and that such resolutions have not been modified or rescinded as of the date hereof:

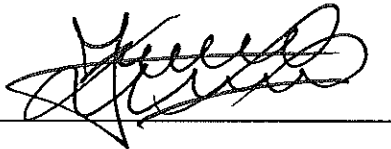
RESOLVED, that the form of the Cafeteria Plan including a Medicare A, B & D Premium Reimbursement Plan is restated effective January 1, 2015 to add Medicare Part D Premium Reimbursements as presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide Benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A is a true copy of Peralta Community College District Medicare A, B & D Premium Reimbursement Plan Document as approved and adopted in the foregoing resolutions.

By: _____



Chancellor

Peralta Community College District