

**CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
HEALTH REIMBURSEMENT ARRANGEMENT**

Effective July 1, 2025

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CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT HEALTH REIMBURSEMENT ARRANGEMENT

Effective July 1, 2025

ARTICLE I ESTABLISHMENT AND PURPOSE OF THE PLAN

The Contra Costa County Fire Protection District (the Employer) provides post-retirement health benefits to its Eligible Retirees. The Employer has established the Contra Costa County Fire Protection District Health Reimbursement Arrangement (the Plan), effective as of the date that the annexation of the Rodeo Hercules Fire Protection District into the Employer is effective (the Effective Date) to enable Eligible Retirees and eligible Beneficiaries who were retired from the Rodeo Hercules Fire Protection District prior to the Effective Date to pay for their retiree health care benefits.

The Plan is intended to qualify as a health reimbursement arrangement within the meaning of Internal Revenue Service Notice 2002-45, and it is intended that the benefits under the Plan be tax-free to the maximum extent permitted under the Internal Revenue Code and the regulations issued thereunder. The Plan will be administered and interpreted to accomplish that objective. Capitalized terms used in this Plan that are not otherwise defined have the meanings set forth in Article II.

ARTICLE II DEFINITIONS

2.1 “Beneficiary” means an Eligible Retiree’s surviving family member who qualifies as an “annuitant” under California Government Code section 22760(c) or (h) and is eligible to receive on-going retiree health benefits under the Employer’s CalPERS Health offering.

2.2 “Board of Directors” means the governing body of the Employer.

2.3 “CalPERS” means the California Public Employees’ Retirement System in which the Employer is a participating agency.

2.4 “CalPERS Health” means the health care program made available by the Employer to Eligible Retirees under the Public Employees’ Medical and Hospital Care Act (PEMHCA), codified under sections 22750 - 22948 of the California Government Code, which program provides health insurance under various coverage options from which covered individuals may select.

2.5 “CalPERS Health Contribution” means the employer contribution required to be made by the Employer directly to CalPERS for an Eligible Retiree’s coverage under CalPERS Health. The CalPERS Health Contribution is set by the Board of Directors and is determined using the “equal method” described in California Government Code section 22892(b). In no event will the CalPERS Health Contribution be less than the minimum employer contribution as set forth in that section (\$158 per month in 2025, and adjusted annually in accordance with that section). The CalPERS Health Contribution is a separate benefit from the reimbursement benefits available

under this Plan. The Employer pays the CalPERS Health Contribution directly to CalPERS on behalf of Eligible Retirees.

2.6 “COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

2.7 “Code” means the Internal Revenue Code of 1986 and the Treasury Regulations and guidance issued thereunder, as amended.

2.8 “CCCERA” means the Contra Costa County Employees Retirement Association.

2.9 “Effective Date” means the effective date of the annexation of the Rodeo Hercules Fire Protection District into the Employer.

2.10 “Eligible Dependent” means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)) and who is enrolled in CalPERS Health as a dependent of the Eligible Retiree.

2.11 “Eligible Retiree” means an Employee of the Rodeo Hercules Fire Protection District who has met the eligibility requirements in Article III. An individual’s status as an Eligible Retiree will be determined solely by the Employer.

2.12 “Employee” means a person whom the Employer or the Rodeo Hercules Fire Protection District classifies as a common-law employee and who is on the Employer’s or the Rodeo Hercules Fire Protection District’s W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code Section 414(n)) or an individual classified by the Employer or the Rodeo Hercules Fire Protection District as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s or the Rodeo Hercules Fire Protection District’s W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer or the Rodeo Hercules Fire Protection District; and (b) any individual who performs services for the Employer or the Rodeo Hercules Fire Protection District but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer or the Rodeo Hercules Fire Protection District.

2.13 “Employer” means the Contra Costa County Fire Protection District.

2.14 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

2.15 “Plan” means this Contra Costa County Fire Protection District Health Reimbursement Arrangement, as set forth herein and amended from time to time.

2.16 “Plan Administrator” means the Employer unless the Employer designates another person or organization to hold the position of Plan Administrator. The Employer may alternatively designate another person or organization to perform certain duties assigned to the Plan Administrator under this Plan.

2.17 “Plan Year” means the calendar year (i.e., the 12-month period commencing January 1 and ending on December 31). If the Effective Date is after January 1 of a calendar year, the first Plan Year may be a short Plan Year beginning on the Effective Date, and ending on December 31 of the calendar year in which the Effective Date occurs.

2.18 “Registered Domestic Partner” means a person who has entered into a registered domestic partnership with an Eligible Retiree in accordance with section 297 of the California Family Code, as amended, or any successor provision of California law.

2.19 “Trust” means the legal entity that the Employer may establish or adopt to hold any assets it has irrevocably set aside to pay benefits under the Plan.

ARTICLE III ELIGIBILITY, PARTICIPATION, AND COVERAGE

3.1 Eligibility. Only Eligible Retirees and their Beneficiaries are eligible to participate in the Plan. An individual will become an Eligible Retiree under the Plan only upon meeting all of the following requirements.

- a) The individual satisfied any applicable minimum age and service requirements established by the Rodeo Hercules Fire Protection District at his or her date of retirement under the governmental retirement plan sponsored by the Rodeo Hercules Fire Protection District for its employees, CCCERA.
- b) The individual retired prior to the Effective Date and began receiving benefits from the governmental retirement plan sponsored by the Rodeo Hercules Fire Protection District, CCCERA, immediately after his or her employment with the Rodeo Hercules Fire Protection District terminated (or within any additional period permitted under the terms of such governmental plan to be considered as having retired immediately following employment for purposes of qualifying for retiree medical benefits). If the individual resumes employment and is reinstated to service covered under a governmental employer-sponsored retirement system (such as CalPERS or CCCERA) and retires later under CalPERS, CCCERA, or another governmental retirement system, he or she will not meet this requirement.
- c) Upon the Effective Date, the individual must be eligible for coverage under CalPERS Health provided by the Employer as a retiree and must be entitled to the CalPERS Health Contribution from the Employer.

3.2 No Benefits Unless Eligible. An Employee will not have any interest under the Plan unless the Employee meets all of the requirements under Section 3.1. Any person who does not meet these requirements will not be entitled to any benefits under the Plan.

3.3 Commencement of Participation. Each Eligible Retiree who met the requirements of Section 3.1 as of the Effective Date will commence participation as of the later of the Effective Date or the date the Eligible Retiree enrolls in CalPERS Health and will continue to participate in the Plan until participation is terminated under Section 3.5.

3.4 Period of Coverage. Participation in the Plan is tied to the Eligible Retiree's enrollment in CalPERS Health coverage for retirees through the Employer on or after the Effective Date. Coverage under this Plan for an Eligible Retiree will begin on the first day of the calendar month

that coverage as a retiree under CalPERS Health begins commensurate with or following the Effective Date.

3.5 Termination of Participation. An Eligible Retiree's participation in the Plan terminates upon the earlier of:

- a) the date he or she ceases to be an Eligible Retiree;
- b) the date that the Eligible Retiree is reemployed by the Employer, except as provided in Section 3.6; or
- c) the Eligible Retiree's death, except benefits may continue to the Eligible Retiree's Beneficiary or surviving spouse or Registered Domestic Partner in accordance with Section 3.7.

3.6 Reemployed Retirees. If the Employer reemploys an Eligible Retiree as an Employee eligible for employee benefits from the Employer, any benefits provided under the Plan to that Eligible Retiree will cease effective on the reemployment date and the Eligible Retiree's Plan participation will cease.

3.7 Eligible Beneficiaries. If an Eligible Retiree dies, benefits will continue to be provided under the Plan to the Eligible Retiree's Beneficiaries, if any, but only if the Beneficiary is (a) eligible for coverage under CalPERS Health at the time of the Eligible Retiree's death and continues to be eligible for coverage after the Eligible Retiree's death, and (b) entitled to the CalPERS Health Contribution from the Employer. Benefits will be provided under the Plan to such Beneficiary only during such periods that he or she meets these two requirements. The Beneficiary will not be entitled to any benefits under the Plan for any period he or she does not meet these two requirements. Benefits provided under the Plan to an Eligible Retiree's Beneficiary will continue for surviving spouses or Registered Domestic Partners until remarriage or the recipient enters into a new domestic partnership, or for all Beneficiaries until the Beneficiary is otherwise ineligible for continuing retiree health benefits under CalPERS Health.

ARTICLE IV VESTING AND BENEFITS

4.1 Amount of Benefits. Each Eligible Retiree or Beneficiary will be entitled to receive Employer-funded health care reimbursements as specified in this Section 4.1 and paid in accordance with Section 4.2. Each Employee of the Rodeo Hercules Fire Protection District who retired before the Effective Date is an Eligible Retiree if the individual satisfies the requirements of Section 3.1 as of the Effective Date. Each Eligible Retiree described in the preceding sentence who is enrolled in a CalPERS Health plan will be eligible to receive a monthly premium reimbursement benefit under the Plan of up to 100% of the CalPERS Health plan monthly premium for the Eligible Retiree, the Eligible Retiree's Spouse or Domestic Partner and the Eligible Retiree's Eligible Dependents, minus the CalPERS Health Contribution, in accordance with the rules of the Rodeo Hercules Fire Protection District's retiree medical program immediately prior to the Effective Date. In no event, however, will the benefit paid in any calendar month on behalf of any Eligible Retiree be greater than the Eligible Retiree's or Beneficiary's actual out-of-pocket premium cost for CalPERS Health coverage for that calendar month. An Eligible Retiree or Beneficiary may at any time decline benefits under the Plan by notifying the Employer.

4.2 Reimbursements Under the Plan. Benefits under the Plan will be provided in the form of monthly reimbursements of the health care coverage premium costs incurred by the Eligible Retiree or Beneficiary (including costs related to Eligible Dependents) for the coverage under the CalPERS Health plan option for the applicable Plan Year, that the Eligible Retiree or Beneficiary has elected up to the maximum amount provided under the retiree health program. Any such premium costs may not be paid or reimbursed from any other source and must be substantiated in accordance with Section 4.3. The Eligible Retiree or Beneficiary will be solely responsible for paying the coverage cost of any amounts that are not reimbursed under this Plan or otherwise paid by the Employer.

4.3 Substantiation of Expenses. Reimbursements of health care premium expenses under the Plan for an Eligible Retiree's (or a Beneficiary's) coverage under CalPERS Health must be properly documented and substantiated at the time and in the manner determined by the Plan Administrator. The Plan Administrator has authority to establish rules and procedures to be followed by individuals in filing applications for benefits, for furnishing and verifying proofs necessary to establish their rights to benefits under the Plan, or for any other reason it deems necessary for the efficient administration of the Plan. Upon satisfactory documentation and substantiation, the Plan Administrator will direct payment to the Eligible Retiree (or Beneficiary) as soon as administratively feasible.

ARTICLE V BENEFIT FUNDING

5.1 Employer Contributions. All benefits under the Plan will be paid by Employer contributions and earnings thereon. Employee contributions are not permitted. In addition, the Employer may set aside contributions and related earnings to prefund benefits under the Plan. In determining the amount of any such contributions, the Employer may engage an actuary to conduct actuarial experience studies and periodic actuarial valuations of the Plan benefits and to recommend to the Employer the amount of contributions that are needed in order to fund the Plan's benefits.

5.2 Trust. The Employer may establish or adopt a Trust to receive and invest assets set aside by the Employer to pay benefits under the Plan. The Trust may specifically provide, among other things, for the investment and reinvestment of the Trust assets and the income thereof, the management of the Trust assets, the responsibilities and immunities of the trustee, removal of the trustee and appointment of a successor, accounting by the trustee and the disbursement of the Trust assets. The trustee will, in accordance with the terms of the Trust, accept and receive all contributions paid to it from time to time, and shall hold, invest, reinvest and manage such moneys and any increment, increase, earnings and income thereof for the exclusive benefit of Eligible Retirees and Beneficiaries and for the payment of reasonable expenses of administering the Plan.

5.3 Fiduciary Duties. In accordance with California Government Code section 53620, the Board of Directors, or designated officers to which it has, in accordance with California Government Code section 53621, delegated its authority to invest or reinvest funds to pay Plan benefits, may invest or reinvest those funds in any type or form or type of investment deemed prudent by the Board of Directors or designated officers; provided, however, that, in accordance with California Government Code section 53622, funds intended for the payment of Plan benefits will be held for the exclusive purpose of providing benefits under the Plan and defraying reasonable expenses of administering the Plan. The Board of Directors or designated officers shall discharge their duties solely in the interest of, and for the exclusive purpose of providing

benefits to, Eligible Retirees and Beneficiaries, minimizing Employer contributions thereto, and defraying reasonable expenses of administering the Plan. The Board of Directors or designated officers, in carrying out such duties and responsibilities, shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use, and shall diversify the investment of the funds so as to minimize the risk of loss and maximize the rate of return, unless under the circumstances it is clearly prudent not to do so. The Board of Directors or designated officers may employ one or more persons to render advice with regard to their fiduciary responsibilities. The Board of Directors or designated officers serve in such capacity without compensation for services from Plan assets.

ARTICLE VI ADMINISTRATION OF THE PLAN

6.1 Plan Administrator. The administration of this Plan will be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan.

6.2 Powers of the Plan Administrator. The Plan Administrator will have such duties and powers as it considers necessary or appropriate to discharge its duties. It will have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder will be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator will have the following discretionary authority:

- a) to construe and interpret the Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under the Plan;
- b) to prescribe procedures to be followed and the forms to be used by Eligible Retirees and Beneficiaries to claim reimbursements under the Plan;
- c) to prepare and distribute information explaining the Plan and the benefits under the Plan in such manner as the Plan Administrator determines to be appropriate;
- d) to request and receive from all Eligible Retirees and Beneficiaries such information as the Plan Administrator will from time to time determine to be necessary for the proper administration of the Plan;
- e) to furnish each Eligible Retiree and Beneficiary with such reports with respect to the administration of the Plan as the Plan Administrator determines to be reasonable and appropriate;
- f) to receive, review, and keep on file such reports and information regarding the benefits covered by the Plan as the Plan Administrator determines from time to time to be necessary and proper;

- g) to appoint and employ such individuals or entities to assist in the administration of the Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- h) to sign documents for the purposes of administering the Plan, or to designate an individual or individuals to sign documents for the purposes of administering the Plan;
- i) to secure or require such evidence as it deems necessary to decide any claim for benefits under the Plan; and
- j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of the Plan and to meet any applicable disclosure and reporting requirements.

6.3 Provision for Third-Party Plan Service Providers. The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under the Plan shall remain the obligation of the Employer or Plan Administrator, as applicable.

6.4 Inability to Locate Payee. If the Plan Administrator is unable to make payment to any person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such person will be forfeited following a reasonable time after the date any such payment first became due.

6.5 COBRA and HIPAA Compliance. The Plan will comply with the applicable requirements of COBRA, and with the applicable requirements of HIPAA in accordance with the rules set out in Appendix A.

6.6 Corrections.

- a) General Rule. Amounts paid in error belong to the Plan. The Plan Administrator may require an increase or decrease in any benefits or may collect previously paid benefits if, after payment has commenced, any error in any pertinent information or any mistake in payment is discovered.
- b) Lien. The Plan possesses a lien on any amounts paid but not owed under the terms of the Plan in the amount of the overpayment plus interest. The lien is enforceable regardless of the reason for the mistake in payment or the fault or knowledge of the person in possession of the mistakenly paid amount. Any person in receipt of an amount paid but not owed under the Plan has an obligation to immediately notify the Plan Administrator of the overpayment and to promptly return the overpaid amount to the Plan. The lien shall remain in effect until the Plan is repaid in full.
- c) Corrective Action. The Employer may, on behalf of the Plan, take whatever action is necessary to enforce the Plan's lien on any overpayments. The Employer has sole discretion to choose the methods for enforcing the Plan's lien. These methods include, without limitation, the Plan's recoupment of the overpayment from future benefit payments and a court action seeking imposition of a constructive trust and

disgorgement of the overpaid amount plus interest, or any other claim under applicable law.

- d) Mistake of Fact. Any mistake of fact or misstatement of fact, other than benefits paid in error, shall be corrected when it becomes known and proper adjustment shall be made. The Employer and Plan Administrator shall not be liable in any manner for any determination of fact made in good faith.

ARTICLE VII AMENDMENT AND TERMINATION OF THE PLAN

7.1 No Vested Rights. The Employer may at any time amend or terminate the Plan as provided in Sections 7.2 and 7.3. Nothing in the Plan is intended to or will be construed to entitle any Eligible Retiree or other person to vested or non-terminable benefits.

7.2 Amendment of the Plan. The Employer may amend all or any part of this Plan at any time for any reason by resolution of the Board of Directors or by any person or persons authorized by the Board of Directors to take such action. Any such amendment will supersede and override any claim to “vested rights” that any person may otherwise have with respect to benefits under the Plan.

7.3 Termination of the Plan.

- a) The Employer has established the Plan with the expectation that it will be continued, but continuance is not a contractual or other obligation of the Employer and no employee of the Employer or other person will have any vested right to continuance of the Plan or to continuance of any Employer contributions to the Plan. The Employer reserves the right at any time to terminate the Plan without prejudice and for any reason, and such termination will supersede and override any claim to “vested rights” that any person may otherwise have with respect to benefits under the Plan. Such decision to terminate the Plan will be made in writing and must be approved by the Board of Directors.
- b) If the Plan is terminated, the Employer shall direct the trustee to compute the value of the Plan assets under the Trust as of the date of termination. Those assets will continue to be held in the Trust, and will be distributed to pay any remaining benefits owed under the Plan until those benefits are satisfied.
- c) The “partial termination” rules of the Code that apply to qualified retirement plans will not apply under this Plan, and no action will be taken with respect to this Plan in connection with any event or events that would be a partial termination for a qualified plan.

7.4 Determination of Effective Date of Amendment or Termination. Any amendment, discontinuance or termination of the Plan will be effective as of the date the Employer determines.

7.5 Assets After Termination. Any assets remaining in the Trust after all benefits owed under the Plan and all Plan expenses have been paid will revert to the Employer, unless otherwise determined by the Employer to the extent another disposition may be required under any

applicable provisions of the Statements for Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans issued by the Governmental Accounting Standards Board.

7.6 Limitation of Obligations. The Employer must provide all benefits accrued by Eligible Retirees or Beneficiaries under the Plan through its termination. Once those benefits are satisfied, the Employer will not have any remaining obligations to provide any benefit under the Plan. No one will accrue benefits under the Plan after its termination.

ARTICLE VIII GENERAL PROVISIONS

8.1 Governing Law. The provisions of the Plan will be construed, administered and enforced according to applicable federal law and, to the extent not preempted, the laws of the State of California.

8.2 Requirement for Proper Forms. All communications in connection with the Plan made by an Eligible Retiree or Beneficiary will become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Employer or Plan Administrator, as applicable.

8.3 No Guarantee of Tax Consequences. This Plan is intended to permit an Eligible Retiree or Beneficiary to obtain reimbursement benefits under this Plan on a nontaxable basis. Neither the Employer nor any Plan Administrator, however, makes any warranty or other representation as to whether any benefits under the Plan will be treated as excludable from gross income for federal, state, or local income tax purposes. If for any reason it is determined that any amount paid for the benefit of an Eligible Retiree or Beneficiary is includable in gross income for federal, state or local income tax purposes, then under no circumstances will the recipient have any recourse against the Employer or Plan Administrator with respect to any increased taxes or other losses or damages suffered by the Eligible Retiree or Beneficiary as a result thereof. To the extent required by the Code, the Employer will follow the tax withholding and reporting requirements applicable to benefits paid under this Plan to or for a non-dependent domestic partner.

8.4 Compliance With Code and Other Applicable Laws. It is intended that this Plan meet all applicable requirements of the Code and all regulations and guidance issued thereunder. This Plan will be construed, operated and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code, the provisions of the Code will be deemed controlling, and any conflicting part, clause, or provision of this Plan will be deemed superseded to the extent of the conflict. In addition, the Plan will comply with the requirements of all other applicable laws.

8.5 Headings. The headings of the various articles and sections are inserted for convenience of reference and are not to be regarded as part of the Plan or as indicating or controlling the meaning or construction of any provision.

8.6 Severability. Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan will be given effect to the maximum extent possible.

8.7 Administration Expenses. The Employer will pay the reasonable expenses of administering the Plan, including but not limited to the reasonable compensation of any counsel, accountants, and other agents hired by the Employer, Plan Administrator, or Board of Directors, as well as any other expenses incurred in administering the Plan. The Employer may, however, elect to have those expenses paid from Trust assets.

8.8 No Contract of Employment. The Plan does not provide any person with any right to be retained in the Employer's employment or service. An Eligible Retiree's sole rights under the Plan are limited to those described in this document.

8.9 Plan Provisions Controlling. The Plan encompasses the benefits provided by the Employer to Eligible Retirees. In the event that the terms or provisions of any summary or description of this Plan are interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan will be controlling.

8.10 Non-Assignability of Rights. The right of any Eligible Retiree or Beneficiary to receive any reimbursement under this Plan will not be alienable by the Eligible Retiree or Beneficiary by assignment or any other method and will not be subject to claims by his or her creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

8.11 Provisions Applicable During Periods of Military Service. Notwithstanding any Plan provision to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided as required by any law concerning veterans' rights.

8.12 Facility of Payment. When any person entitled to benefits under the Plan is disabled or is in any way incapacitated so as to be unable to manage their affairs, the Plan Administrator may cause such person's benefits to be paid to such person's legal representative for their benefit, or to be applied for the benefit of such person in any other manner that the Plan Administrator determines appropriate.

8.13 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits under the Plan, shall be construed as giving to any Eligible Retiree or other person any legal or equitable right against the Employer, the Plan Administrator or the Plan, except as specifically provided in this Plan document.

8.14 Termination of Coverage. Coverage under the Plan may be terminated due to fraud or an intentional misrepresentation of material fact, or because the Eligible Retiree or Beneficiary knowingly provided the Employer or Plan Administrator with false information. Upon 30 days' written notice, the Employer has the right to terminate coverage in such circumstances and to seek reimbursement of all expenses paid by the Plan.

8.15 No Waiver of Terms. No term, condition or provision of the Plan shall be deemed to have been waived, and there shall be no estoppel against the enforcement of any provision of the Plan except by written agreement of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

To record the amendment and restatement of the Plan, the Employer's authorized representative hereby executes this document on this ____ day of _____, 2025.

Contra Costa County Fire Protection District

By: _____

Title: _____

APPENDIX A: HIPAA COMPLIANCE

A.1 Provision of Protected Health Information to Employer

Members of the Employer's workforce have access to the individually identifiable health information of Plan participants for administrative functions of the Plan. When this health information is provided from the Plan to the Employer, it is Protected Health Information (PHI). The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict the Employer's ability to use and disclose PHI. The following HIPAA definition of PHI applies for purposes of this Appendix A:

Protected Health Information. Protected health information means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.

The Employer will have access to PHI from the Plan only as permitted under this Appendix A or as otherwise required or permitted by HIPAA. HIPAA and its implementing regulations were modified by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), the statutory provisions of which are incorporated herein by reference.

A.2 Permitted Disclosure of Enrollment/Disenrollment Information

The Plan may disclose to the Employer information on whether the individual is participating in the Plan.

A.3 Permitted Uses and Disclosure of Summary Health Information

Except as prohibited by 42 CFR Section 164.502(a)(5)(i), the Plan may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.

"Summary Health Information" means information (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a health plan; and (b) from which the information described at 42 CFR Section 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR Section 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.

A.4 Permitted and Required Uses and Disclosure of PHI for Plan Administration Purposes

Unless otherwise permitted by law, and subject to the conditions of disclosure described in Section A.5 and obtaining written certification pursuant to Section A.7, the Plan may disclose PHI to the Employer, provided that the Employer uses or discloses such PHI only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions.

Notwithstanding the provisions of this Plan to the contrary, in no event will the Employer be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR Section 164.504(f).

A.5 Conditions of Disclosure for Plan Administration Purposes

The Employer agrees that with respect to any PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Plan, the Employer will:

- not use or further disclose the PHI other than as permitted or required by the Plan or as required by law;
- ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to the Employer with respect to PHI;
- not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- not use or disclose PHI for any of the following activities:
 1. To conduct a criminal, civil, or administrative investigation into any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care;
 2. To impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care; or
 3. To identify any person for any purpose described in (1) or (2) above.
- if required under HIPAA and its implementing regulations, obtain a valid attestation from the recipient that verifies the use or disclosure is not prohibited under HIPAA or its implementing regulations;
- report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- make available PHI to comply with HIPAA's right to access in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements;

- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- ensure that the adequate separation between the Plan and the Employer (i.e., the “firewall”), required in 45 CFR Section 164.504(f)(2)(iii), is satisfied.

The Employer further agrees that if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the Plan, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agree to implement reasonable and appropriate security measures to protect the information. The Employer will report to the Plan any security incident of which it becomes aware.

A.6 Adequate Separation Between Plan and Employer

The Employer will allow the following persons access to PHI: Human Resources Manager; the Benefits Manager; the Plan Administrator; and any other Employee who needs access to PHI in order to perform Plan administration functions that the Employer performs for the Plan (such as quality assurance, claims processing, auditing, and monitoring). No other persons will have access to PHI. These specified employees (or classes of employees) will only have access to and use PHI to the extent necessary to perform the plan administration functions that the Employer performs for the Plan. In the event that any of these specified employees does not comply with the provisions of this section, that employee will be subject to disciplinary action by the Employer for non-compliance pursuant to the Employer's employee discipline and termination procedures.

The Employer will ensure that the provisions of this Section A.6 are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI.

A.7 Certification of Plan Sponsor

The Plan will disclose PHI to the Employer only upon the receipt of a certification by the Employer that the Plan incorporates the provisions of 45 CFR Section 164.504(f)(2)(ii), and that the Employer agrees to the conditions of disclosure set forth in Section A.5. Execution of the Plan by the Employer will serve as the required certification.

A.8 Privacy Official

The Employer will designate a Privacy Official, who will be responsible for the Plan's compliance with HIPAA. The Privacy Official may contract with or otherwise utilize the services of attorneys, accountants, brokers, consultants, or other third party experts as the Privacy Official deems necessary or advisable. In addition and notwithstanding any provision of this Plan to the contrary, the Privacy Official will have the authority to and be responsible for:

- accepting and verifying the accuracy and completeness of any certification provided by the Employer under this Appendix;

- transmitting the certification to any third parties as may be necessary to permit them to disclose PHI to the Employer;
- establishing and implementing policies and procedures with respect to PHI that are designed to ensure compliance by the Plan with the requirements of HIPAA;
- establishing and overseeing proper training of personnel who will have access to PHI; and
- any other duty or responsibility that the Privacy Official, in his or her sole capacity, deems necessary or appropriate to comply with the provisions of HIPAA and the purposes of this Appendix A.

A.9 Interpretation and Limited Applicability

This appendix serves the sole purpose of complying with the requirements of HIPAA and will be interpreted and construed in a manner to effectuate this purpose. Neither this appendix nor the duties, powers, responsibilities, and obligations listed herein will be taken into account in determining the amount or nature of the benefits provided to any person covered under the Plan, nor will they inure to the benefit of any third parties. To the extent that any of the provisions of this Appendix A are no longer required by HIPAA or do not apply to the Plan because the Plan is otherwise excepted from HIPAA, they will be deemed deleted and will have no force or effect.

A.10 Service Performed for the Employer

Notwithstanding any other provisions of this Plan to the contrary, all services performed by a business associate for the Plan in accordance with the applicable service agreement will be deemed to be performed on behalf of the Plan and subject to the administrative simplification provisions of HIPAA contained in 45 CFR Parts 160 through 164, except services that relate to eligibility and enrollment in the Plan. If a business associate of the Plan performs any services that relate to eligibility and enrollment in the Plan, these services will be deemed to be performed on behalf of the Employer in its capacity as Plan Sponsor and not on behalf of the Plan.