



ORANGE COUNTY FIRE AUTHORITY

RETIREE MEDICAL PLAN

**Prepared by
HUMAN RESOURCES DIVISION**

ORANGE COUNTY FIRE AUTHORITY

RETIREE MEDICAL PLAN

EFFECTIVE January 1, 1997
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ARTICLE 1

INTRODUCTION

1.1 Establishment of Plan

The Orange County Fire Authority (OCFA) hereby establishes the Orange County Fire Authority Retiree Medical Plan, effective January 1, 1997.

1.2 Purpose

The Orange County Fire Authority is establishing this Plan to assist career Employees, hired prior to January 1, 2007, in maintaining health insurance coverage following their retirement. In such a case, this Plan provides a monthly Grant that will be applied toward the cost of such health insurance coverage. This Plan is intended to qualify as an accident or health plan within the meaning of Code Sections 105(e) and 106, and the benefits payable under the Plan are intended to qualify for the exclusion from income provided under Code Sections 105(b) or 106. Employee participation is contingent on a contribution of four (4) percent of base salary, exclusive of overtime and premium pay, through payroll deductions to the OCFA.

1.3 Rights

The OCFA, by establishing and maintaining this Plan, does not give any Employee, Retiree, or any other person any legal or equitable right against the OCFA or the Administrator nor does it give any Employee the right to be retained in the OCFA's service. This Plan does not create any vested right to the benefits provided hereunder on the part of any Employee, Retiree, or any other person. As provided in Sections 5.4 and 5.5, hereof, this Plan may be amended or terminated at any time—in full or in part—by the OCFA in its sole discretion.

ARTICLE 2

DEFINITIONS

When used in this Plan, the following words and phrases shall have the following respective meanings unless the context clearly provides otherwise:

- 2.1 **Administrator** means the Human Resources Director of the Orange County Fire Authority.
- 2.2 **Authority** means the Orange County Fire Authority (OCFA).
- 2.3 **Authority Health Plan** means a health insurance plan administered by the Orange County Fire Authority.
- 2.4 **Code** means the Internal Revenue Code of 1986, as amended from time to time.
- 2.5 **Covered Former Employee** means an Employee who meets the coverage and participation requirements set forth in Sections 3.2.1 and 3.2.2, hereof, at the time of his/her termination of employment with the Authority.
- 2.6 **Covered Retiree** means a Retiree who is receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS), who meets the coverage and participation requirements set forth in Section 3.1 and 3.2, hereof, and whose coverage has not been terminated under Section 3.3, hereof.
- 2.7 **Effective Date** means January 1, 1997.
- 2.8 **Eligible Classification** means all employment classifications that have been adopted by the Board of Directors with the exception of Reserve Firefighter, Intern I and Intern II.
- 2.9 **Employee** means any regular or probationary, limited-term, full-time or part-time person employed by the Authority, prior to January 1, 2007, who is employed in an Eligible Classification. Extra-help persons employed by the Authority are not included in this definition.
- 2.10 **Grant** means the monthly benefit paid to or for the benefit of a Participant, as provided in Section 4.1, hereof.
- 2.11 **OCERS** means the Orange County Employees Retirement System.
- 2.12 **Participant** means a Covered Retiree, a Covered Former Employee, or a Surviving Dependent.

- 2.13 **Plan** means the Orange County Fire Authority Retiree Medical Plan, which provides the benefits described in this document, as amended from time to time.
- 2.14 **Qualified Health Plan** means a health insurance plan made available to Employees and Covered Retirees, including an Authority Health Plan or a plan administered by an Employee organization that the Authority has agreed shall be a Qualified Health Plan.
- 2.15 **Qualified Hours of Service** means an Employee's regular hours of service in an Eligible Classification for which he/she is paid by the Authority, exclusive of overtime.
- 2.16 **Recognized Health Insurance Plan** means a health insurance plan other than a Qualified Health Plan covering a Covered Former Employee or his/her Surviving Dependent and which is acceptable to the Authority.
- 2.17 **Retiree** means a former Employee who has retired from Authority service at or after age fifty (50) or at any age with at least twenty (20) Years of Service if he/she is a safety member of OCERS or with thirty (30) Years of Service if he/she is a general member of OCERS.
- 2.18 **Surviving Dependent** means (a) the surviving spouse who was legally married to an Employee, Retiree, or Covered Former Employee at the time of his/her death or (b) a dependent child—as defined by an Authority Health Plan or health plan for which reimbursement is provided in the case of a Covered Former Employee—of a deceased Employee, Retiree, or Covered Former Employee. If at the time of his/her death, an Employee or Retiree has both a surviving spouse and a surviving dependent child, his/her Surviving Dependent for purposes of the Plan shall be the surviving spouse. If there is no surviving spouse but there is more than one surviving dependent child, all surviving dependent children shall share equally as Surviving Dependents. If an Employee, Retiree, or Covered Former Employee is not married at the time of his/her death and has no surviving dependent children, there shall be no Surviving Dependent of such Employee, Retiree, or Covered Former Employee.
- 2.19 **Years of Credited Service** means the number of Years of Service used in determining the amount of a Grant. An Employee shall be credited with one (1) Year of Credited Service for each two thousand eighty (2,080) Qualified Hours of Service. Hours of service for work in an extra-help position do not count toward credit for Years of Credited Service. Hours of service performed for the County of Orange and/or Authority, as reported by OCERS, in periods before the Effective Date—exclusive of extra-help time—shall be counted toward credit as Years of Credited Service only if the Employee (a) transitioned from the County of Orange to the Authority between March 1, 1995, and December 31, 1996, and (b) is continuously employed by

the Authority until his/her retirement. For this purpose, a layoff will not be regarded as a break in continuous employment if the Employee is reemployed in an Eligible Classification following such layoff. For Employees hired by the Authority on or after January 1, 1997, service time purchased through the OCERS "Buy-Back" Program will not be credited toward Years of Credited Service.

2.20 **Years of Service** means the number of Years of Service used to determine eligibility for a Grant. An Employee shall be credited with one (1) Year of Service for each two thousand eighty (2,080) Qualified Hours of Service. Hours of service performed for the County of Orange and/or the Authority, in periods before the Effective Date, shall be counted toward credit as Years of Service only if the Employee (a) transitioned from the County of Orange to the Authority between March 1, 1995, and December 31, 1996, and (b) is continuously employed by the Authority until his/her retirement. For this purpose, a layoff will not be regarded as a break in continuous employment if the Employee is reemployed in an Eligible Classification following such layoff. For Employees hired by the Authority on or after January 1, 1997, service time purchased through the OCERS "Buy-Back" Program will not be credited toward Years of Service.

ARTICLE 3

ELIGIBILITY AND PARTICIPATION

3.1 Eligibility for Coverage

3.1.1 Eligibility for Grant

Effective September 28, 2006, a current active Employee, as defined in Section 2.9, who is credited with at least one (1) Year of Service shall be eligible to receive a Grant in accordance with Section 4.1, hereof, provided he/she complies with the terms of Section 3.4, hereof. Notwithstanding the foregoing, an Employee who is granted either a service or non-service connected disability retirement pension under OCERS shall be eligible to be a Covered Retiree—regardless of the number of his/her Years of Service.

3.2 Participation

3.2.1 Participation on the Effective Date

Each former Employee of the Authority who retired prior to the Effective Date, who satisfied the requirements set forth in Section 3.1.1, hereof, prior to September 28, 2006 (other than the requirement that he/she be employed in an Eligible Classification to be credited with Years of Service)—and all Surviving Dependents of any such deceased former Employee—shall participate in the Plan beginning on the Effective Date, subject to the terms and conditions contained herein. Eligibility requirements established effective September 28, 2006, do not apply to such Participants.

3.2.2 Participation on and After the Effective Date

On and after the Effective Date, an Employee—who is eligible in accordance with the provisions of Section 3.1, hereof—shall participate in the Plan beginning upon his/her retirement or other termination of employment with the Authority, subject to the terms and conditions contained herein. Notwithstanding the foregoing provisions of this Section, such an Employee who becomes a Retiree and doesn't immediately begin to receive a retirement allowance from OCERS shall not participate in the Plan until such retirement allowance commences. It shall not be necessary for such a Retiree to elect coverage under a Qualified Health Plan during the period between his/her retirement and the commencement of his/her retirement allowance from OCERS. An Employee (a) who terminates employment with the Authority for reasons other than retirement and (b) who is not eligible to become a

Covered Retiree shall not be eligible to receive the Grant until such Employee reaches age fifty-five (55) and requests the Authority to commence distribution of the Grant. Such request must be made no later than ninety (90) days from the Employee's fifty-fifth (55th) birthday. The Surviving Dependent(s) of an Employee—who is eligible in accordance with the provisions of Section 3.1, hereof—shall also be eligible to participate in the Plan, subject to the terms and conditions contained herein.

3.3 Termination of Participation

3.3.1 Termination of Participation

The participation of a Covered Retiree and/or his/her Surviving Dependents under the Plan shall cease and their eligibility for benefits under the Plan shall terminate upon the earlier of (a) the failure of such Participant to elect coverage under a Qualified Health Plan or Medicare, (b) the failure of such Participant to make all required contributions or premium payments under a Qualified Health Plan, (c) the death of such Participant, (d) the amendment of the Plan so as to preclude such coverage, or (e) the termination of the Plan. The participation of a Covered Former Employee and/or his/her Surviving Dependents under the Plan shall cease and their eligibility for benefits under the Plan shall terminate upon the earlier of (a) the failure or refusal of such Participant to maintain and provide proof of coverage under a Recognized Health Insurance Plan or Medicare, (b) the death of such Participant, (c) the amendment of the Plan so as to preclude such coverage, or (d) the termination of the Plan.

3.3.2 Effect on Further Eligibility

If a Participant's participation in this Plan is terminated under Section 3.3.1, hereof, his/her eligibility for coverage under this Plan will be extinguished, his/her Years of Service and Years of Credited Service will be lost, and he/she may not later again participate in this Plan—unless he/she again satisfies the requirements of Section 3.1, hereof, based solely on subsequent employment with the Authority.

3.4 Additional Requirements

3.4.1 Medicare Enrollment

A Covered Retiree, Covered Former Employee, or Surviving Dependent who is age sixty-five (65) or older and is eligible for Medicare must be enrolled in Medicare Part B to be eligible for the Grant. A Covered Retiree, Covered Former Employee, or Surviving Dependent who turns sixty-five (65) years of age must enroll in

Medicare, as stated herein, within ninety (90) days from his/her birthday. An Employee who retires at age sixty-five (65) or older must enroll in Medicare, as stated herein, within ninety (90) days from his/her effective retirement date. A Covered Retiree, Covered Former Employee, or Surviving Dependent who is entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant. All such Covered Retirees, Covered Former Employees, and Surviving Dependents will be required to provide the administrator with evidence of Medicare coverage.

3.4.2 Qualified Health Plan Enrollment

To be eligible to receive the Grant, a Participant must be covered under a Qualified Health Plan, Medicare, or a Recognized Health Insurance Plan, in the case of a Covered Former Employee.

ARTICLE 4

BENEFITS

4.1

The Grant is equal to the product of (a) multiplied by (b), where (a) is equal to the ten dollars (\$10) per month grant amount originally established during the inception of the Plan, which has been since adjusted in accordance with 4.1.2, and (b) is equal to the number of the Covered Retiree's or Covered Former Employee's Full Years of Credited Service—with a maximum of twenty-five (25) years—not to exceed the amount specified in 4.1.3.

4.1.2 Adjustment

The amount of the Grant shall be adjusted annually by adjusting the dollar amount in Section 4.1.1, hereof, by the average increase/decrease in Authority Health Plan premiums, not to exceed five (5) percent per year. Any such adjustment shall be made concurrently with changes in Authority Health Plan premiums. Such adjustment each year shall be based on the average of Authority Health Plan premium increases or decreases for the year. This is determined by adding the percentage increases or decreases in premiums charged to the Authority and Employees for each Authority Health Plan and dividing that percentage by the total number of Authority Health Plans.

4.1.3 Payment

The Grant shall be applied (a) as a credit to reduce the cost of the Covered Retiree's coverage under the Qualified Health Plan selected by him/her or (b) as a reimbursement for a portion of the premium payments made by a Covered Former Employee for coverage under a Recognized Health Insurance Plan. If the Grant exceeds the cost of such coverage, it may be used to offset the cost of Medicare premium, as provided in Section 4.2, hereof. In no case shall the Grant exceed the actual cost (a) to the Covered Retiree of the Qualified Health Plan and Medicare premiums or (b) to the Covered Former Employee of the Recognized Health Insurance Plan and Medicare premiums. The Grant shall be so applied each month until the Covered Retiree's or Covered Former Employee's participation terminates as provided in Section 3.3.1, hereof. However, if the Covered Retiree or Covered Former Employee is reemployed by the Authority in a capacity other than as

an extra-help Employee, the Grant shall not be paid for any month during which the Covered Retiree or Covered Former Employee is an Employee. The payment of the Grant shall recommence upon such reemployed Covered Retiree's or Covered Former Employee's subsequent retirement/termination. The amount of such recommenced Grant shall be equal to the amount of the Grant at the time of the Covered Retiree's or Covered Former Employee's reemployment—adjusted by any changes that would have been made pursuant to Section 4.1.2, hereof, had the Covered Retiree or Covered Former Employee not been reemployed by the Authority. In no event will a reemployed Covered Retiree or Covered Former Employee receive credit under this Plan for such period of reemployment as Years of Credited Service.

4.1.4 Minimum

Covered Retirees who receive a service connected disability retirement pension from OCERS shall be eligible for a minimum Grant, calculated in accordance with Article 4, Section 4.1.1, hereof, based on ten (10) Full Years of Credited Service.

4.2 Medicare Premium Reimbursement

Each Covered Retiree or Covered Former Employee is eligible to use the excess of the Grant, if any, he/she receives under this Plan over the cost of his/her coverage under the Qualified Health Plan or Recognized Health Insurance Plan selected by him/her for the reimbursement of the Medicare Part A and/or Part B premiums he/she pays for himself/herself and his/her dependents. The Grant may not be used for reimbursement for Medicare premiums, however, until evidence of Medicare coverage and premium payment is provided to the Administrator.

4.3 Benefits for Surviving Dependents

4.3.1 Grants for Surviving Dependents

A Surviving Dependent of a Retiree or Covered Former Employee who was eligible to receive a Grant shall be eligible to receive a monthly survivor benefit equal to fifty (50) percent of the Grant, which the Covered Retiree or Covered Former Employee was eligible to receive under Section 4.1, hereof, at the time of his/her death—adjusted as provided in Section 4.1.2, hereof.

4.4 Recovery for Overpayment

Whenever benefits have been paid from this Plan, at any time, in a total amount in excess of the maximum amount of payment necessary at that time

to satisfy the terms of this Plan, the Authority shall have the right to recover such excess payments from the individual or entity to whom or for whom such overpayment has been made. Alternatively, the Administrator may treat such an overpayment as an advance against future benefit payments to or for the benefit of the Participant with respect to whom the overpayment has been made. If that is the case, all future benefit payments with respect to such Participant shall be reduced until the entire amount of the overpayment has been recovered.

4.5 Non-Duplication of Benefits

A Participant who is eligible to be a dependent under a Qualified Health Plan or Surviving Dependent under this Plan of another Employee or Retiree shall only be entitled to receive one (1) benefit under the Plan and Qualified Health Plan—either in his/her capacity as a Covered Retiree or Covered Former Employee or in his/her capacity as a dependent or Surviving Dependent. A Participant is only entitled to receive one (1) benefit (i.e., a Grant) with respect to any single continuous period of employment with the Authority.

ARTICLE 5

GENERAL AND ADMINISTRATIVE PROVISIONS

5.1 Powers and Duties of Administrators

The Administrator shall have the general responsibility to administer this Plan and shall have full and exclusive power to construe and apply its provisions. The Administrator may appoint such agents, counsel, accountants, consultants, and other persons—as may be required—to assist in administering this Plan, including one or more claims administrators. The Administrator may allocate and delegate to any other person or organization any of the Administrator's duties, including—without limitation—duties with respect to the verification, evaluation, processing, approval, denial, and payment of benefit claims. Any such allocation or delegation shall be reviewed periodically by the Administrator and shall be terminable upon such notice as the Administrator in his/her discretion deems reasonable and proper under the circumstances.

5.2 Interpretation of the Plan/Other Powers and Duties

In addition to the powers and authorities delegated to the Administrator elsewhere in this Plan, the Administrator shall interpret and administer the terms and conditions of this Plan, decide all questions concerning the eligibility of any persons to participate in this Plan, grant or deny benefits under this Plan, construe any ambiguous provision of this Plan, correct any defect, supply any omission, or reconcile any inconsistency, in such manner and to such extent as the Administrator in his/her discretion may determine. The Administrator shall have such other duties and powers as may be necessary to discharge his/her duties hereunder. The rules, regulations, interpretations, and determinations made by the Administrator or his/her delegate shall—subject only to the claims procedure in Section 5.8, hereof—be final and binding on Participants and their respective successors in interest. When making a determination, the Administrator shall be entitled to rely upon information furnished by a Participant.

5.3 Assignment and Protection Against Creditors

No benefit payment under this Plan shall be subject in any way to voluntary assignment or alienation by a Participant (including by sale, transfer, pledge, or encumbrance of any kind). Any attempt to accomplish such acts shall be void. No benefit payment under this Plan shall be subject in any way to involuntary assignment, alienation, sale, transfer, pledge, attachment, garnishment, execution, or encumbrance of any kind—unless such acts are taken pursuant to Federal or State law. Any payment made pursuant to such collection procedures will constitute a complete discharge of this Plan's

obligation to the extent of such payment, and the Administrator will not be required to see to the application of the money so paid.

5.4 Termination of Plan

The Authority reserves the right, at any time, to terminate this Plan by action of its Board of Directors, in its sole discretion, without prior notice to any Participant or other person. Termination shall be subject to the meet and confer requirement of the Myers-Milias-Brown Act and any other applicable law.

5.5 Amendment of Plan

This Plan and any or all benefits provided hereunder may be amended at any time—in whole or in part—by the Board of Directors of the Orange County Fire Authority, in its sole discretion, without prior notice to any Participant or other person. Amendment shall be subject to the meet and confer requirements of the Myers-Milias-Brown Act and any other applicable law.

5.6 Nondiscriminatory of Authority

In the administration of this Plan, whenever any discretionary action by the Administrator is required, the Administrator shall exercise his/her authority in a nondiscriminatory manner so all persons similarly situated will receive substantially the same treatment under this Plan.

5.7 Gender and Number

The masculine gender, whenever used herein, shall refer to and include the neuter and the feminine genders; the singular shall include the plural; and the plural shall include the singular.

5.8 Claims Procedure

5.8.1 Claim

A participant who believes he/she is eligible to receive a benefit under the Plan shall file an application with the Administrator. The Administrator shall provide notice, in writing, to a Participant whose claim for benefits under this Plan has been denied—in whole or in part—setting forth (a) the specific reasons for such denial and (b) the provisions of this Plan upon which the denial of the claim is based on describing the additional information needed to perfect the claim, if appropriate. Such notice shall be written in a manner calculated to be understood by the Participant.

5.8.2 Appeal

A Participant may request the Administrator or his/her delegate review any such denial of a claim by submitting a request for review in writing. The request shall state in clear and concise terms the reason or reasons for disagreement with the handling of the claim. Any such request for review must be submitted within sixty (60) days after the notice of claim denial is received. Upon receipt of the request for review, the Administrator, or his/her delegate, shall review all matters pertaining to the request. The Administrator's decision shall be in written form and shall state (a) the specific reasons for the decision and (b) the Plan provisions on which the decision was based. During such review, the claimant shall be given the opportunity to review documents pertinent to his/her claim and to submit issues and comments in writing.

5.8.3 Decision Final

Any decision by the Administrator or his/her delegate to grant or deny benefits under this Plan shall be final and binding on all Participants and other interested parties.

5.9 Choice of Law

This Plan shall be construed and governed in all respects in accordance with the Code and the laws of the State of California.

ARTICLE 6

RULE OF INTERPRETATION

The Authority is a successor employer to the County of Orange for Employees who transitioned from the County to the Authority on or after March 1, 1995. On April 6, 1993, the County of Orange adopted the Retiree Medical Plan substantially similar to this Plan, which became effective August 1, 1993. This Plan is intended to continue in effect all rights and duties of Employees who were covered under the County Plan. It is intended as a successor plan, and its provisions shall be interpreted so as to provide transitional Employees with the same benefits as though they remained County of Orange Employees—unless and until the Plan is amended or terminated as provided herein.

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