

**VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION  
MEDICAL EXPENSE PLAN FOR PUBLIC EMPLOYEES IN THE NORTHWEST**

**AS AMENDED AND RESTATED  
October 1, 2011**

**Article I.**

**Name, Documents & Definitions**

**1.1 Name.** The name of this Plan is the VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION MEDICAL EXPENSE PLAN ("Plan"). It is offered by a voluntary employees' beneficiary association under Internal Revenue Code § 501(c)(9).

**1.2 Plan Documents.** This Plan document, together with the Trust Agreement, the individual Participant Enrollment Form, and the Employer Adoption Agreement shall constitute this entire Plan. This Plan document is hereby amended and restated and replaces the prior Plan document in its entirety.

**1.3 Definitions.**

1.3.1 "Administrator" means the Board of Trustees.

1.3.2 "Benefits" refers to reimbursements for Qualified Health Care Benefits as described in Section 5.1.

1.3.3 "Dependent" means Participant's spouse, dependent, or child (who as of the end of the taxable year has not attained age 27) as determined under IRC § 105(b).

1.3.4 "Effective Date" for this Plan document shall be October 1, 2011.

1.3.5 "Employee" means any current or former employee of the Employer, as defined by Treasury Regulation § 1.501(c)(9)-2(b), except employees excluded as a result of collective bargaining agreements, agreements substantially similar to collective bargaining agreements, or as a result of an individual Employer's nondiscriminatory employer benefits policies.

1.3.6 "Employer" means a county, city, or town, or special purpose district, or similar entity in Washington, Oregon, and Idaho, whose purpose is to provide public services to its citizens, and is authorized to do so by state statute.

1.3.7 "Employer Account" refers to the account maintained with respect to any Employer to record its contributions which have not been allocated to Participant Accounts, and adjustments related thereto, and established for the purpose of providing benefits permitted under IRC § 501(c)(9).

1.3.8 "Employer Adoption Agreement" means an Employer Adoption Agreement executed by an Employer and accepted by the Trust, as the same may be amended and restated or replaced from time to time.

1.3.9 "Fiduciaries" under this Plan are the Trustees.

1.3.10 "IRC" means the Internal Revenue Code of 1986, as amended from time to time.

1.3.11 "Investment Account" means any investment account established by the Trustees to fund benefits. The Trustees' power to invest funds is described in the Trust.

1.3.12 "Participant" means, subject to Article II, a current or former Employee for whom (1) at least one Employer deposit has been received by the Trust and for whom a completed and signed Participant Enrollment Form has been received by the Third-party Administrator or (2) a completed and signed Participant Enrollment Form has been received by the Third-party Administrator upon which the Employer has specified the effective date the Employee shall become a Participant, provided such date is not prior to September 1, 2010 and not prior to the Employee's hire date or (3) an Employer deposit has been received in the form of transferred assets from a former plan and the Employer has specified the effective date the employee shall become a Participant, provided such date is not prior to the former plan's effective date or prior to the Employee's effective date under the prior plan.

1.3.13 "Participant Account" refers to the account maintained for a Participant to record his/her share of the deposits of the Employer and adjustments relating thereto.

1.3.14 "Participant Enrollment Form" means the form provided by the Trustees that must be completed by the Employee in order to participate in this Plan.

1.3.15 "Plan" refers to the VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION MEDICAL EXPENSE PLAN sponsored by this Trust and adopted by an Employer.

1.3.16 "Plan Year" is from October 1 to September 30, except the first year for this Plan with an effective date other than October 1 shall run from such effective date until the next September 30.

1.3.17 "Qualified Health Care Benefits" means health care expenses defined by IRC § 213(d) and IRC § 106(f) (for years to which IRC § 106(f) applies) incurred on or after the date an Employee becomes a Participant.

1.3.18 "Third-party Administrator" means a third-party appointed or contracted by the Trustees from time to time to administer all or a portion of the Plan.

1.3.19 "Trust or Trust Agreement" refers to the Voluntary Employees' Beneficiary Association for Public Employees in the Northwest Trust and as it may be constituted from time to time.

1.3.20 "Trustees" refers to the individuals serving as Trustees in accordance with the Trust.

## **Article II.** **Participation**

**2.1 In General.** Subject to the limitations of Section 2.2, and subject to the eligibility provisions of applicable local and State law, an Employee becomes a Participant under this Plan pursuant to Section 1.3.12 and in accordance with Employer collective bargaining agreements, other written agreements, or Employer policies, whichever is applicable.

**2.2 Limitations.** This Plan does not permit any condition for eligibility or benefits which would discriminate in favor of any class of Participants to the extent such discrimination is prohibited by applicable law.

**2.3 Duration of Participation.** Upon becoming a Participant in the Plan, an Employee's status as a Participant shall continue for as long as the Participant has a positive balance in any Participant Account. In addition, Participant status shall continue for forty-five (45) days during which all Participant Accounts for such Participant remain exhausted. If all Participant Accounts for such Participant remain exhausted for forty-five (45) days, then Employee's status as a Participant shall terminate on the first day immediately after such 45-day period. Such Employee's status as a Participant shall be restored back to the original effective date of his or her Participant Account if a deposit or transfer is received before the end of two (2) complete and consecutive Plan Years. An eligible Employee who has lost his or her status as a Participant may subsequently become a Participant in the Plan as prescribed in Section 2.1.

## **Article III.** **Funding of Benefits**

**3.1 Contributions.** Each individual Employer shall contribute or transfer assets to this Plan on behalf of its eligible Employees on terms pursuant to collective bargaining agreements, other written agreements, or Employer benefits policies, whichever is applicable. Employer contributions or transfers shall be specifically allocated to one or more Participant Accounts or to an Employer Account for the purpose of providing for payment of the benefits described hereinafter or maintained in an Employer Account, as directed by the Employer. The liabilities, expenses, costs and charges associated with each particular Participant and Employer Account shall be charged against the assets of the Trust held with respect to that particular Participant or Employer Account.

## **Article IV.** **Accounts**

**4.1 Participant Accounts and Employer Accounts.** Accounting records shall be maintained by the Third-party Administrator to reflect that portion of the Trust with respect to each Participant and with respect to each Employer (regarding its contributions which have not been allocated to Participant Accounts), and the contributions, income, losses, increases and decreases for expenses or benefit payments, transfers and adjustments attributable to each such account. The Trustees shall not be required to maintain separate investments for any account.

**4.2 Receipt of Deposits or Transfers.** Deposits or transfers for any Plan Year will be credited as received by the Third-party Administrator and will be allocated as directed by the Trustees consistent with Participant investment elections. If any portion of any Plan contribution is not allocable to a specific Participant Account or an Employer Account pursuant to instructions from the Employer, or if a Participant Enrollment Form is not submitted for any amount allocated to a Participant Account, the Administrator will allocate such amount to a non-interest-bearing account for unallocated funds until such time as further instructions are received from the Employer or the Administrator may return such contribution to the Employer. Notwithstanding the foregoing, Plan contributions received as assets transferred from a prior qualified plan on behalf of an Employee for whom an Enrollment Form is not submitted will not be returned to the Employer and will be treated as directed by the Employer in writing and in accordance with the policies and procedures established by the Trustees or Third-party Administrator.

**4.3 Accounting Steps.** The Third-party Administrator shall:

4.3.1 **FIRST**, allocate and credit any Employer deposit or transfer to this Plan that is made during the month to a Participant Account or Employer Account. Investment earnings or losses will accrue from the date the deposit or transfer is credited to a Participant Account or Employer Account, and funds will be invested as directed by the Participant or Employer in accordance with the policies and procedures of the Third-party Administrator;

4.3.2 **SECOND**, adjust each Participant Account and Employer Account upward or downward, by an amount equal to the net income or loss accrued under this Plan by the Account; and

4.3.3 **THIRD**, charge to each Participant Account and Employer Account all fees, payments, transfers, adjustments, or distributions made under this Plan to or for the benefit of the Participant or his beneficiary, or the Employer, as the case may be, that have not been charged previously.

**4.4 Use of Employer Accounts.** Funds within each Employer Account are, at the direction of the Employer, either to be allocated to Participant Accounts or to be applied in any manner permitted by IRC § 501(c)(9) and the Plan and Trust and in accordance with the rules, policies and procedures established by the Third-party Administrator.

## **Article V.** **Qualified Health Care Benefits**

**5.1 Qualified Health Care Benefits.** Qualified Health Care Benefits must be a reimbursement for health benefits as defined by IRC § 213(d) and excludable from income under IRC §§ 105 and 106, as amended from time to time. Reimbursements are limited to health benefits not provided by Social Security, Medicare, or any other health insurance contract or plan, and reimbursements may not be made for items paid or payable by any other insurance contract or plan, for expenses that are deducted by the Participant under any section of the Internal Revenue Code, or for expenses which were incurred prior to becoming a Participant of the Plan. Reimbursement may be made for premiums due for any part of Medicare.

A “Limited HRA VEBA Plan Coverage” option may be available to Participants who desire to limit their Qualified Health Care Benefits. Such Limited HRA VEBA Plan Coverage shall be subject to the limitations and provisions of applicable law and in accordance with rules, regulations and limitations established by the Trustees or Third-party Administrator from time to time.

Participants who are covered by an IRC § 125 healthcare flexible spending account which provides benefits covered under this Plan must exhaust benefits under the IRC § 125 plan prior to filing a request for reimbursement of Qualified Health Care Benefits under this Plan.

5.1.1 Expenses of Participant or Dependent(s). Qualified Health Care Benefits are payable for expenses incurred by the Participant or the Participant's Dependent(s).

5.1.2 Claims for Benefits. Participants may file claims for Qualified Health Care Benefits on or after the date they become a Participant, provided the Third-party Administrator has received a properly completed Participant Enrollment Form, a deposit or transfer on behalf of the Participant and any additional information that, in the discretion of the Third-party Administrator, is required or necessary for the Plan or Third-party Administrator to comply with applicable law, including without limitation, the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA).

5.1.3 Payment of Benefits. Qualified Health Care Benefits shall include (but are not limited to) premiums reimbursed directly to the Participant. Reimbursements shall be made in accordance with rules, regulations and limitations established by the Trustees from time to time consistent with the requirements of the Internal Revenue Code.

**5.2 Termination of Benefits**. All Benefits will terminate when a Participant Account has no funds remaining. Notwithstanding the above, after the death of a Participant and when no Dependents remain eligible for Qualified Health Care Benefits, any funds then remaining in the deceased Participant’s Participant Account shall be forfeited and reallocated as directed by the deceased Participant’s Employer who made the contribution to that Participant Account. In the event there is no such direction, the deceased Participant’s Participant Account shall be forfeited and reallocated in equal amounts to all Participant Accounts that have a positive balance from the deceased Participant’s Employer who made contribution to that Participant Account and in accordance with the rules, policies and procedures established by the Third-party Administrator. If there are no remaining Participant Accounts from the deceased Participant’s Employer, or if the deceased Participant’s remaining Participant Account balance cannot be associated with a particular Employer, forfeited funds shall be applied against Plan expenses for the benefit of all Participants.

**Article VI.**  
**General Provisions**

**6.1 Source of Benefits.** The Plan's obligation to any Participant for Benefits, or to any surviving spouse or Dependent in the event of the Participant's death under the Plan shall be limited to the balance in such Participant's Participant Account. Neither the Employer, Trustees or Third-party Administrator nor any of their agents, subcontractors, representatives, agents, officers, or employees, shall be responsible for any Benefits under the Plan.

**6.2 Investment of Participant Accounts and Employer Accounts.** The Trustees shall determine the options to be made available through the Trust for the investment of Participant Accounts and Employer Accounts. For Participant Accounts, each Participant shall elect one or more of the options. Participant elections shall be made and changed in accordance with procedures established by the Trustees and as may be amended from time to time. Each Employer Account shall be invested by the Trustee (or a qualified investment manager appointed by the Employer) in the investment options directed by the Employer. In the event no election has been made with respect to a Participant Account or Employer Account, that Account shall be invested in one or more options whose investment objective is stable value. Separate investments shall not be required to be maintained with respect to separate Participant Accounts or Employer Accounts.

**6.3 Mechanics of Payment from Participant Accounts.** The Participant, or other person authorized pursuant to a court order or other legal authorization, or in the event of the Participant's death, the deceased Participant's surviving spouse, surviving Dependent who has reached the age of majority, or surviving Dependent's guardian, may submit a request for eligible benefits to the Third-party Administrator for the Trust:

6.3.1 To reimburse Benefits for premium amounts paid to an insurance company, health benefit plan, HMO or PPO for qualified insurance premiums including COBRA or qualified long-term care premiums; or

6.3.2 To reimburse Benefits for Qualified Health Care Benefits; or

6.3.3 To reimburse out-of-pocket premium expenses for Medicare coverage.

**6.4 Claims Procedure.** A person claiming benefits under the Plan, (referred to in this Section as the "Claimant") shall deliver a request for such benefit in writing to the Third-party Administrator. The Third-party Administrator shall review the Claimant's request for a Plan benefit and shall thereafter notify the Claimant of its decision as follows:

6.4.1 If the Claimant's request for benefits is approved by the Third-party Administrator, it shall notify the Claimant of such approval and distribute such benefits to the Claimant.

6.4.2 In the event the Third-party Administrator determines that a claim is questionable, the Third-party Administrator shall within thirty (30) days from the date the Claimant's request for Plan benefits was received by the Third-party Administrator, unless special circumstances require an extension of time for reviewing said claim, provide the Claimant with written notice of its need for additional information. In the

event special circumstances require an extension of time for reviewing the Claimant's request for benefits, the Third-party Administrator shall, prior to the expiration of the initial thirty (30) day period referred to above, provide the Claimant with written notice of the extension and of the special circumstances which require such extension and of the date by which the Third-party Administrator expects to render its decision. In no event shall such extension exceed a period of fifteen (15) days from the date of the expiration of the initial period, totaling forty-five (45) days at a maximum.

6.4.3 If the Claimant's request for benefits is denied, in whole or in part, by the Third-party Administrator, the Third-party Administrator shall notify the Claimant of such denial and shall include in such notice, set forth in a manner calculated to be understood by the Claimant, the following:

6.4.3.1 The specific reason or reasons for the denial and sufficient information to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable) and a statement describing the availability, upon request, of the diagnosis code, the treatment code, and the corresponding meanings of these codes;

6.4.3.2 Specific reference to pertinent Plan provisions or IRS rules and regulations on which the denial is based;

6.4.3.3 A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary;

6.4.3.4 A description of available internal appeals processes, including information regarding how to initiate an appeal pursuant to paragraph 6.4.5 below; and

6.4.3.5 The availability of, and contact information for, an applicable office of health insurance consumer assistance or ombudsman.

6.4.4 The Third-party Administrator shall provide written notice of a denial of a request for Benefits. In the event written notice of a denial of a request for Benefits is not received by the claimant within forty-five (45) days of the date the written claim is submitted to the Third-party Administrator, the request shall be deemed denied as of that date.

6.4.5 Any claimant whose request for Benefits has been denied or deemed denied, in whole or in part, or such claimant's authorized representative, may appeal said denial of Plan benefits by submitting to the Third-party Administrator a written request for a review of such denied claim. Any such request for review must be delivered to the Third-party Administrator no later than one hundred eighty (180) days from the date the claimant received written notification of the Third-party Administrator's initial denial of the claimant's request for Benefits or from the date the claim was deemed denied, unless the Third-party Administrator, upon the written application of the claimant or his authorized representative, shall in its discretion agree in writing to an extension of said period.

6.4.6 During the period prescribed in paragraph 6.4.5 for filing a request for review of a denied claim, the Third-party Administrator shall permit the claimant to review pertinent documents and submit written issues and comments concerning the claimant's request for Benefits.

6.4.7 Upon receiving a request by a claimant, or his authorized representative, for a review of a denied claim, the Third-party Administrator shall deliver the complete file to the Trustees, who shall consider such request promptly and shall advise the claimant of their decision within thirty (30) days from the date on which said request for review was received by the Third-party Administrator, unless special circumstances require an extension of time for reviewing said denied claim. In the event special circumstances require an extension of time for reviewing said denied claim, the Third-party Administrator shall, prior to the expiration of the initial 30-day period referred to above, provide the claimant with written notice of the extension and of the special circumstances which require such extension and of the date by which the Trustees expect to render their decision. In no event shall such extension exceed a period of forty-five (45) days from the date on which the claimant's request for review was received by the Third-party Administrator. The Trustees' decision shall be furnished to the claimant and shall:

6.4.7.1 Be written in a manner calculated to be understood by the claimant;

6.4.7.2 Include specific reasons for their decision and sufficient information to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable) and a statement describing the availability, upon request, of diagnosis code, the treatment code, and the corresponding meanings of these codes;

6.4.7.3 Include specific references to the pertinent Plan provisions on which the decision is based;

6.4.7.4 A description of available external review processes, including information regarding how to initiate an appeal pursuant to paragraph 6.4.9 below; and

6.4.7.5 The availability of, and contact information for, an applicable office of health insurance consumer assistance or ombudsman.

6.4.8 The Trustees may, in their discretion, determine that a hearing is required in order to properly consider the claimant's request for review of a denied claim. In the event the Trustees determine that such hearing is required, such determination shall, in and of itself, constitute special circumstances permitting an extension of time in which to consider the claimant's request for review.

6.4.9 After exhausting the above claims procedures in full, any claimant whose request for benefits has been denied or deemed denied, in whole or in part, or such claimant's authorized representative, may file a request for an external review of such denied claim. Any such request for review must be delivered to the Third-party Administrator no later than one hundred twenty (120) days from the date the claimant

received written notification of the Trustees' final denial of the claimant's request for benefits or from the date the claim was deemed denied. Within five (5) business days of receiving the external review request, the Third-party Administrator must complete a preliminary review to determine if the claimant was covered under the Plan, the claimant provided all the information and forms necessary to process the external review, and the claimant has exhausted the internal appeals process.

Once the review above is complete, the Third-party Administrator has one (1) business day to notify the claimant in writing of the outcome of its review. If claimant is not eligible for external review, the notice must include contact information for Employee Benefits Security Administration of the Department of Labor. If the claimant's request for external review was incomplete, the notice must describe materials needed to complete the request and provide the later of 48 hours of the four month filing period to complete the filing.

Upon satisfaction of the above requirements, the Third-party Administrator will provide that an independent review organization (IRO) will be assigned using a method of assignment that assures the independence and impartiality of the assignment process. Claimant may submit to the IRO in writing additional information to consider when conducting the external review, and the IRO must forward any additional information submitted by the claimant to the Third-party Administrator within one (1) business day of receipt. The decision by the IRO is binding on the Plan and, as well as the claimant, except to the extent other remedies are available under State or Federal law. For standard external review, the IRO must provide written notice to the Third-party Administrator and the claimant of its decisions to uphold or reverse the benefit denial within no more than forty-five (45) days. An expedited external review in certain circumstances is available and the IRO must provide notice as soon as possible but no later than seventy two (72) hours after receipt of the request.

6.4.10 The claims procedures set forth in this Article VI shall be strictly adhered to by each Participant or Dependent under this Plan, and no judicial or arbitration proceedings with respect to any claim for Plan benefits hereunder shall be commenced by any such Participant or Dependent until the proceedings set forth herein have been exhausted in full.

**6.5 Mechanics of Payment from Employer Accounts.** The Employer, or its agent or authorized officer, may submit a request to the Third-party Administrator to transfer funds from the Employer's Account to be allocated to Participant Accounts or applied in any manner permitted by IRC § 501(c)(9) and the Plan and Trust and in accordance with the rules, policies and procedures established by the Third-party Administrator.

**6.6 Protected Health Information.** The Plan shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009 with respect to protecting the privacy and security of protected health information.

**Article VII.**  
**Administrator**

**7.1 Rights & Duties.** The Trustees shall enforce this Plan in accordance with its terms and shall be charged with its general administration. The Trustees may delegate administrative duties to the Third-party Administrator or other designee. The Third-party Administrator shall exercise all of its discretion in a uniform, nondiscriminatory manner and shall have all necessary power to accomplish those purposes, including but not limited to the power:

7.1.1 To determine all questions relating to the eligibility of Employees to participate.

7.1.2 To compute and certify to the Trustees the amount and kind of benefits payable to the Participants and their Dependents.

7.1.3 To maintain all the necessary records for the administration of this Plan other than those maintained by the Trustees.

7.1.4 To prepare and file or distribute all reports and notices required by law.

7.1.5 To authorize all the disbursements by the Trustees from the Trust.

7.1.6 To facilitate the investment elections made by Participants and Employer in a manner consistent with the objectives of the Plan and authorized by the Trust.

7.1.7 To make and publish such rules for the regulation of this Plan that are not inconsistent with the terms hereof.

7.1.8 If a Third-party Administrator has been named, it shall assume and perform each and every duty and responsibility delegated to it by the Trustees.

**7.2 Information.** To enable the Third-party Administrator to perform its functions, the Employer shall supply it with full and timely information on all matters relating to Employer deposits on behalf of a Participant and Participant entitlement to benefits. The Employer shall also supply the Third-party Administrator with full and timely information on all matters relating to Employer deposits to an Employer Account. The Third-party Administrator shall maintain such information and advise the Trustees of such other information as may be pertinent to the Trustees' administration of the Trust.

The Third-party Administrator shall have neither the right nor the obligation to interpret the provisions of any collective bargaining agreement, Employer policy, or other statement or action for the purpose of performing its duties under the Plan or the Trust, and the Third-party Administrator shall have the right to rely on information provided by the Employer pursuant to this section with respect to Employee eligibility and other applicable information contained in any collective bargaining agreement, Employer policy, or other statement or action.

7.2.1 The Trust shall forward to each Participant information necessary to use their Participant Account and receive reimbursement of Benefits. The information will

include a summary of the Plan, including claim procedures and instructions on how to acquire plan forms. The Trust shall also communicate within a reasonable amount of time after receipt of the deposit or transfer an acknowledgement to the Participant with a Participant Account or the Employer with an Employer Account, whichever is applicable, acknowledging establishment of the Participant Account or Employer Account; confirmation of the amount received; a summary of the Plan and information on filing claims with copies of the necessary forms, if applicable; and a toll-free contact telephone number for error corrections or questions.

7.2.2 The Trust shall provide a written statement prepared upon a Participant's or Employer's request, and at least semi-annually for each Participant and Employer, which shall include the following information: Participant's or Employer's name and address, whichever is applicable; Participant Account number; contributions; total Account value at statement date; interest earned or other shared gain or loss; payout and disbursement activities, ending/forward balance; toll-free contact telephone number for error corrections or questions on reading the statement.

7.2.3 The Trust shall provide a monthly unaudited report to the Trustees including the following: income statement, balance sheet, year to date budget, number of Participant Accounts, and other such reports which are permitted by law, the Trustees and/or Employer requests and agreed to by the Plan Third-party Administrator.

**7.3 Compensation & Expenses.** All expenses of administering the Plan shall be paid by reasonable reductions of investment earnings and/or assessments from Participant Accounts, allocated in a nondiscriminatory manner along similarly situated employees, as determined by the Trustees from time to time. The Employer shall not be responsible for any such expenses allocated to Participant Accounts. Reasonable expenses and/or assessments associated with administering Employer Accounts as determined by the Trustees from time to time shall be paid by reasonable reductions of investment earnings and/or assessments from Employer Accounts.

**7.4 Consultants, Advisors & Managers.** The Trustees may employ such consultants, advisors, and investment managers as they reasonably deem necessary or useful in carrying out their duties hereunder, all of which shall be considered expenses of administering the Plan.

**7.5 Liability Limitation.** The Employer, the Administrator and the Third-party Administrator shall not be liable for the acts or omissions to act of any investment manager appointed to manage the assets of the Plan and Trust. The Trustees shall not be liable for the acts or omissions to act of any investment manager appointed to manage the assets of the Plan and Trust if the Trustee in appointing and monitoring such manager acted with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person would use in the conduct of an enterprise of a like character and with like aims.

**7.6 Notices & Directions.** The address for delivery of all communications shall be:

HRA VEBA Trust  
c/o VEBA Service Group, LLC  
906 W 2<sup>nd</sup> Avenue, Suite 400

Spokane, WA 99201-4502  
(509) 838-5571 Telephone  
(509) 838-5613 Fax  
[mark@veba.org](mailto:mark@veba.org)

**7.7 Funding Policy & Procedures.** The Trustees shall formulate policies, practices, and procedures to carry out the funding of the Plan, which shall be consistent with the Plan objectives and the provisions of applicable law.

## **Article VIII.** **Amendment & Termination**

**8.1 Permanency.** It is the expectation of the Employers that this Plan, and the payment of deposits hereunder, will be continued indefinitely, but continuance of contributions to this Plan is not assumed as a contractual obligation of the Employers. This Plan may be amended or terminated only as provided in this Article.

**8.2 Exclusive Benefit Rule.** It shall be impossible for any part of the deposits in Participant Accounts under this Plan to be used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Dependents.

### **8.3 Amendments.**

8.3.1 The Trustees shall have the right to amend this Plan from time to time, and to amend or cancel any such amendments in accordance with Article III of the Trust.

8.3.2 Such amendments shall be as set forth in an instrument in writing executed by the Trustees. Any amendment may be current, retroactive, or prospective, in each case as provided therein and provided, however, that such amendment must comply with Article III of the Trust Agreement.

**8.4 Discontinuance of Contributions.** The Employers shall have the right to discontinue contributions without prior notice by delivering written notice of termination to the Trustees.

**8.5 Termination of Plan.** The Trustees shall have the right to terminate this Plan without prior notice unless required by law by delivering written notice of termination to the Employers and Participants. In case of termination, the Trustees shall also notify the Employers and Participants of the Trustees' decision with regard to disposition of the assets, based on the following options:

8.5.1 A direct in-kind transfer of assets to a substantially similar 501(c)(9) trust;

8.5.2 A series of installment payments over a set period of the assets from the Trust attributable to this Plan to another 501(c)(9) trust; or

8.5.3 An immediate cash payment to another IRC § 501(c)(9) trust or another program, including an IRC § 115 trust or program, providing benefits permitted by IRC § 501(c)(9), subject to any contractual adjustments due upon such a transfer.

In any event, the Employers and the Trustees shall work to prevent adverse consequences to other Employers contributing to and Participants in the Trust as a result of any Employer's decision or action with respect to these options. An Employer whose Employer Account or whose Employees' Participant Accounts are to be transferred from the Trust agrees to pay the Trust all reasonable costs resulting from the disposition or transfer of the assets that are to be transferred.

## **Article IX.** **Miscellaneous**

**9.1 The Trust.** This Plan, the Trust, the Employer Adoption Agreement and the Participant Enrollment Form are all parts of a single, integrated employee benefit system and shall be construed together. In the event of any conflict between the terms of this Plan and the Participant Enrollment Form, the Employer Adoption Agreement and the terms of the Trust, such conflict shall be resolved first by reference to the Trust, except as more specifically addressed in the Plan, then the Plan, then the Employer Adoption Agreement, then the Participant Enrollment Form.

**9.2 Applicable Law.** Except as required in § 514 of the Employee Retirement Income Security Act of 1974 ("ERISA"), this Plan shall be construed, administered, and governed under the laws of the State of Washington. If any provision of this Plan shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

**9.3 Gender & Number.** Words used in the masculine shall apply to the feminine where applicable, and when the context requires, the plural shall be read as the singular and singular as the plural.

**9.4 Headings.** Headings used in this Plan are inserted for convenience of reference only, and any conflict between such headings and the text shall be resolved in favor of the text.

**9.5 Unclaimed Participant Accounts.** In the event three (3) years shall have passed since the date that a Participant Account which is payable has had contributions made to it, withdrawals made from it, communications or other expressions of interest received by the Third-party Administrator from or on behalf of the Participant, or communications successfully sent to the Participant by the Plan, the Participant Account shall be disposed of in accordance with the applicable state statute for unclaimed or abandoned property.

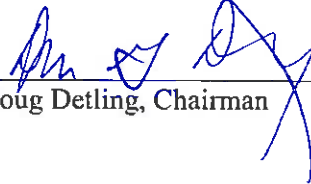
**9.6 Limitation on Rights.** Neither the establishment of this Plan, nor any modification or amendment thereof, nor the payment of any benefits, nor the issuance of any insurance contracts shall be construed as giving any Participant, or any person whomsoever, any legal or equitable right against the Trustees, the State of Washington, its agencies, officers, employees, and institutions of higher education, or the Employers or Administrator or Third-party Administrator or any of their agents or employees, nor any right to the assets of the Plan.

**9.7 Assignment.** The interest of any Participant or Employer in any assets held on his or its behalf by the Trustee shall not be subject to assignment or alienation, either by voluntary or involuntary act of the Participant or by operation of law, and shall not be subject to assignment, attachment, execution, garnishment, or any other legal or equitable process, except to the extent required by law.

**9.8 Counterparts.** This Plan may be adopted in an original and any number of counterparts, each of which shall be deemed to be an original of one and the same instrument.

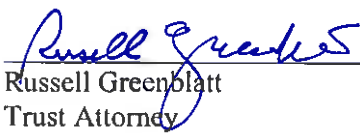
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IN WITNESS WHEREOF, Doug Detling, Chairman of the Board of Trustees, being duly authorized, on this 5<sup>th</sup> day of October, 2011 signed this Plan Document.

By:   
\_\_\_\_\_  
Doug Detling, Chairman

Approved as to form:

KATTEN MUCHIN ROSENMAN LLP

By:   
\_\_\_\_\_  
Russell Greenblatt  
Trust Attorney