PLAN DOCUMENT

Restated as of June 13, 2012

RIVERSIDE SHERIFFS' ASSOCIATION
BENEFIT TRUST

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(Restated as of June 13, 2012)

RIVERSIDE SHERIFFS' ASSOCIATION BENEFIT TRUST

Dear Participant:

This booklet describes your benefit plan. The purpose of the Plan is to provide ways for you and your family to achieve a measure of security through medical, dental, vision and life insurances, long-term disability coverage, and retiree health premium assistance.

This booklet refers you to the insurance or benefit certificates, which set forth all provisions concerning specific eligibility requirements and benefits.

We recommend that you read this booklet and the insurance or benefit certificates carefully so that you will be fully informed as to the eligibility requirements and the available benefits. If you have questions that the booklet or the insurance or benefit certificates do not answer or if you need clarification, please contact the Board of Trustees or the insurer or provider directly. Only the insurer or provider is authorized to provide information relating to eligibility, benefits, and other provisions of the specific program being offered by that insurer or provider. Statements by other persons, including Association officers or individual Trustees, are not authorized and will not bind the Board of Trustees of the Riverside Sheriffs Association Benefit Trust or the insurer or provider.

It is important to realize that no person possesses a vested right to any benefits under this Plan. The Board of Trustees possesses the discretion to change the amount, form, manner, and duration of any benefit. It is also important to realize that the Plan will exist only so long as there are sufficient funds to enable the Trustees to pay benefits and to pay Plan expenses.

Sincerely,

Board of Trustees
Riverside Sheriffs' Association Benefit Trust

CONTACTS

Benefits Office	www.rcdsa.org/benefittrust/ email: RSABenefits@rcdsa.org	(951) 653-8014 Fax (951) 653-9204
Third Party Administrators -Brown Insurance Services Claims & Billing Inquires	julio@brownbis.com	(888) 346-6966 Fax (714) 460-7755
Janelle Regan – Brown Insurance Services *Benefit Trust Administrative Officer*	janelle@brownbis.com	(714) 425-8552 or (951) 653-8014
Dominique Alcala *Benefits Assistant*	dominque@rcdsa.org	(951) 653-8014
Connie Collins *Benefits Administrative Assistant*	connie@rcdsa.org	(951) 653-8014
Maryann Barbaro *Benefits Assistant*	mikki@rcdsa.org	(951) 653-8014

Medical Insurance Carriers

Anthem Blue Cross	www.anthem.com/ca	
Cal Care HMO		(800) 227-3771
Select HMO		(800) 227-3771
POS		(800) 288-6921
EPO		(800) 288-2539
Fee for Service *(Out of State Medicare Enrollees)*		(800) 288-2539
Blue Card PPO *(Out of State Plan)*		(800) 288-2539
Express Scripts		(866) 297-1013
Guest Membership		(800) 827-6422
Away from Home *(Urgent Care when you're traveling in the U.S.)*		(800) 810-2583
Kaiser Permanente	www.kp.org	(800) 390-3510

Dental Insurance Carriers

UnitedHealth Care Dental (DMO D125H)	www.myuhcdental.com	(800) 228-3384
UnitedHealth Care Dental (Union DMO D1015)	www.myuhcdental.com	(800) 999-3367
Delta Dental DPO	www.deltadentalca.org	(800) 765-6003
Delta Dental CARE USA (HMO)	www.deltadentalca.org	(800) 422-4234

Vision Insurance Carrier

MES Vision	www.mesvision.com	(800) 877-6372

Supplemental Insurances

AFLAC – Nicki Turner *Cancer, Intensive Care, Hospital, & Accident*	nicki_turner@us.aflac.com	(714) 328-0225
BROWN INSURANCE SERVICES		(888) 346-6966
Auto, Home	chad@brownbis.com	
Life insurance quotes/comparisons	samantha@brownbis.com	
CalPERS	www.calpers.ca.gov	(888) 225-7377
CLEA *Long Term Disability policy/Life Insurance*	www.clea.org	(800) 832-7333
County of Riverside Benefits Information Line	www.workforceexchange.net	(951) 955-4981
LIBERTY MUTUAL *Auto, Home, Life insurance quotes/comparisons* Cynthia Michel, w/Liberty Mutual	www.libertymutual.com	(760) 930-0841 Ext. 7158245
The Counseling Team International	www.thecounselingteam.com	(800) 222-9691
Nationwide	www.nationwide.com	(877) 677-3678
Valic	www.valic.com	(800) 982-5558

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OF THE TRUST'S BENEFIT PLAN

I. ESTABLISHMENT OF BENEFIT PLAN

Pursuant to action of the Board of Trustees, the Trust's Benefit Plan was hereby established on May 31, 1994. The Benefit Plan is composed of several insured programs: (A) medical insurance, (B) dental insurance, (C) vision insurance, (D) life insurance and (E) other insurance. The Trust's Benefit Plan also includes, as a non-insured benefit, long-term disability benefits through the California Law Enforcement Association ("CLEA"), flexible spending accounts, and retiree health premium assistance.

II. BENEFIT CERTIFICATES FOR THE TRUST'S INSURED BENEFITS

A. Participant's Review of Benefit Certificate

Each of the Trust's insurance or benefit programs is provided under a contract with an insurance company or other provider. In determining your eligibility for benefits and the nature of the benefits, it is important for you to review the benefit certificate for each particular program. The current benefit certificate for each program is available from the Trust's administrator.

B. Participant's Review of Conversion Options

Several of the policies of insurance sponsored by the Trust provide, under certain circumstances, for conversion by a Participant or related party, such as a spouse or former spouse, or a registered domestic partner or former registered domestic partner, and their legal children, from group coverage to individual coverage. It is the responsibility of a Participant to obtain a copy of the insurance certificate for each policy, retain that certificate, review that certificate, determine if the policy contains a conversion option, and become aware of the requirements and time limits for the exercise of that option. Exercising a conversion option is an important matter; it is the responsibility of the Participant; it is not the responsibility of the Trust.

C. Participant's Review of Beneficiary Designation

It is the responsibility of the Participant to insure that at all times the beneficiary designation form on file with the RSA or with any insurer or provider is current and up-to-date.

III. ELIGIBILITY FOR BENEFITS

The following are the general requirements a participant must satisfy before becoming eligible to participate in any of the Trust's programs.

A. Trust's General Eligibility Requirements

1. Eligibility Requirements for Active Employees

To be eligible to participate in any of the Trust's programs, a Participant (1) must be an active, full-time employee of the County of Riverside and (2) must be a member of a bargaining unit represented by or affiliated with the Riverside Sheriffs' Association, or a Participant must be an active, full-time employee of the Riverside Sheriffs' Association.

a. Eligibility Requirements for Deferred Participation

Notwithstanding Section III.A.1 to the contrary, a participant who is on leave of absence without pay and is otherwise eligible to participate in the Trust's programs may be eligible for Deferred Participation. The purpose of the Deferred Participation Program is to accommodate a participant who is involuntarily placed in an "Absent Without Pay" (AWOP) status [still an active employee but who is off of work without pay or income from the County of Riverside, Workers Compensation (TTD or Labor Code 4850 time), or who is on Long Term Disability], but has insurance coverage available and provided by a spouse or subsequent employer. Under this provision, a participant may temporarily suspend participation in a Trust-sponsored major medical plan and reenroll later, provided that he/she satisfies normal enrollment rules.

(1) Participants who choose to exercise this option shall be required to sign a Deferred Participation Program agreement with the Trust and provide to it annual proof of continued alternate coverage before they will be permitted to reenroll in a Trust plan and receive a RAP benefit.

(a) Notwithstanding section III.A.1.a to the contrary, a participant who is in an AWOP status as described in that section and 1) has filed an application for disability retirement and 2) is awaiting a retirement system determination on said application, may be approved for Deferred Participation without having to maintain and provide proof of insurance coverage as otherwise required until a final determination is issued by the retirement system or a court (administrative or civil) of competent jurisdiction.

i. If the application for disability retirement is approved, the participant must notify the Trust of the final determination within thirty (30) calendar days of its issuance and immediately re-enroll in a Trust medical plan to maintain eligibility for continued participation.

ii. If the application for disability retirement is denied and the participant does not otherwise meet the eligibility requirements set forth in section III.A.1. then the participant's eligibility shall cease.

(2) Participants who choose to exercise this option will not receive participation credits for the deferral period.

(3) Participants who choose to exercise this option are required to maintain continuous Association membership by timely payment of dues.

(4) Participants who choose this option will become eligible after the exhaustion of all leave balances.

(5) Participants must apply for California Law Enforcement Association Long term disability benefits to be eligible for this program.

(6) Failure to satisfy these requirements will result in denial or cancellation of your ability to participate in the Deferred Participation Program.

2. Eligibility Requirements for Retirees

To be eligible to participate in the Trust's programs, a Participant who is no longer an active full-time employee must have retired from the County of Riverside, must be receiving retirement benefits, must have retired from a job class in a bargaining unit represented by or affiliated with the Riverside Sheriffs Association and must maintain continuous membership with the Riverside Sheriffs' Association at all times.

Retirees who have not 1) continued membership in the Riverside Sheriffs' Association and 2) maintained participation in a Trust medical plan but who wish to enroll in a Trust medical plan must apply for membership with the Riverside Sheriffs' Association. Upon approval from the Board of Directors of the Riverside Sheriffs' Association, such retiree must supply proof of prior coverage for the six months immediately preceding application and submit a signed enrollment application to the Trust.

Retirees who opt out of the Retiree Assistance Program ("RAP") must maintain continuous membership with the Riverside Sheriffs' Association and must complete a Deferral Participation Program Application and provide proof of other insurance coverage to the Trust on an annual basis. Failure to complete the Deferral Participation Program Application and provide proof will result in the forfeiture of enrollment into a Trust plan and eligibility for RAP benefits, if any.

3. Eligibility Requirements for Spouses

A spouse of an eligible employee shall satisfy the Trust's general eligibility requirements only so long as the individual is lawfully married to an eligible employee.

4. Eligibility Requirements for Domestic Partners

A Domestic Partner of an eligible employee shall satisfy the Trust's general eligibility so long as both the members of the partnership have filed a Declaration of Domestic Partnership with the Secretary of State and have not terminated that partnership.

5. Eligibility Requirements for Dependents

A natural, step, or adopted child(ren), legal dependent child of a domestic partner, children for whom you or your spouse have been appointed legal guardians by a court of law, or your grandchildren, if they are the dependents of a covered dependent currently enrolled under the plan, shall be eligible.

B. Specific Program Eligibility Requirements

Each of the various Trust programs offered through a third party, such as an insurance company or CLEA, has additional eligibility requirements which must be satisfied before you can participate in that program. For example, one of the additional eligibility requirements for each program is that you must pay the applicable premium for that program. Please refer to the information set forth in the insurance or benefit certificate describing that program for further

details. The Trust's retiree assistance plan also possesses specific eligibility requirements. Please refer to page 5 of this document.

C. Effective Date of Eligibility

The effective date of a participant's, spouse's, or domestic partner's eligibility for participation in a Trust program is not earlier than the first day after the participant, spouse, or domestic partner (1) has satisfied the Trust's general eligibility requirements, and (2) has satisfied the specific eligibility requirements applicable to the individual Trust program, and (3) has fully completed any applicable application forms.

IV. BENEFITS OFFERED BY THE TRUST

The Trustees are continually monitoring the programs offered by the Trust to ensure that they are appropriate programs within the resources available to the Trust. The Trustees ask your assistance in this effort by reporting to them your positive or negative experiences with any of the insurers or providers selected by the Trustees.

The Trustees currently offer the following programs: medical, dental, and vision insurances; long-term disability insurance; group term life insurance; voluntary supplemental group term life insurance; cancer and intensive care coverage; individual life insurance; voluntary accidental death and dismemberment coverage; and retiree health premium assistance. The programs offered by the Trust are subject to change and modification.

If you are interested in any particular program, please contact the Trust administrator to obtain information about the program and the premium you will have to pay for the program. You should also review closely the eligibility requirements, the exclusions and limitations, and the termination-of-coverage provisions under each program.

V. TRUST'S RETIREE ASSISTANCE PLAN

A. Summary of the Retiree Assistance Plan

This plan is known as the Retiree Assistance Plan, hereinafter referred to as "RAP." It is a program designed to provide financial assistance to eligible participants and their surviving spouses, domestic partners, and dependents by granting a benefit that can be used to pay a portion of the costs of insurance premiums for plans sponsored by the Riverside Sheriffs. Association Benefit Trust, hereinafter referred to as "Trust." The Board of Trustees of the Trust, hereinafter referred to as "Board," will administer the plan. This plan is not a defined benefit plan. The benefit level will be reviewed annually by the Trustees and adjusted in order to ensure stability or enhance benefits.

This benefit program is created for the purpose of subsidizing the cost of retiree health insurance premiums only. The term "health insurance" may be defined from time to time by the Trust and may include, but not be limited to, major medical insurance, Medicare insurance, dental insurance, vision care insurance, mental health insurance, or any other insurance deemed appropriate by the Board. The Board reserves the right to amend, modify, increase, decrease, or discontinue all or part of this program and its eligibility requirements, whenever, in its judgment, conditions so warrant.

B. Plan Description

1. RAP Eligibility Requirements

a. Participant Eligibility

A Trust participant will be eligible to receive a RAP benefit only after all of the following requirements have been met:

(1) A Trust participant must be retired from the County of Riverside, California, hereinafter referred to as "County" and be receiving, or be approved to receive, a monthly service or disability retirement benefit from CalPERS or any other such retirement system in which the Riverside Sheriffs' Association, hereinafter referred to as "RSA" determines its members may participate through its Memorandum of Understanding (MOU) with the County.

(a) A participant who receives a service connected disability retirement from the County and who has met all other eligibility requirements shall be eligible to receive a RAP benefit.

(b) A participant with a minimum of sixty (60) continuous months of RSA membership who receives a non-service connected disability retirement and who has met all other eligibility requirements shall be eligible to receive a RAP benefit.

(c) A participant with less than sixty (60) continuous months of RSA membership who receives a non-service connected disability retirement shall not be eligible to receive a RAP benefit.

(d) A participant who has requested a service or non-service connected disability retirement shall not be eligible to receive benefits under RAP until a determination of disability status is made. Any such participant will not be entitled to benefits for periods prior to the date of determination of disability and until all other eligibility requirements have been met. During the interim period, the participant must continue coverage in a Trust sponsored major medical plan at his/her expense. A lapse in coverage will result in forfeiture of the RAP benefit.

(2) A Trust participant must have served as an active, full-time employee in a County bargaining unit that is represented by the RSA at the time of his/her retirement.

(3) Except as noted in subsection (a) of this paragraph, a Trust participant must have retired on or after May 31, 1994.

(a) Trust participants who retired from the County of Riverside prior to May 31, 1994, meet all other eligibility requirements as set forth in the Plan, and have been continuously enrolled in a Trust sponsored major medical plan since May 31, 1994, will be eligible for a RAP benefit.

(4) A Trust participant must have been enrolled in one of the Trust's major medical plans on January 1st of the year preceding application to the Trust and continuously thereafter.

(5) At the time of his/her retirement, a Trust participant must have been and must continue to be an RSA member in good standing.

(6) All Trust participants and spouses or domestic partners age sixty-five (65) or older must be enrolled in Medicare Part A and/or Part B if eligible.

(7) A Trust participant must submit a fully completed enrollment application as provided by the Trust.

b. Deferred Participation

Notwithstanding Section V(B)(1)(a)(4) to the contrary, a participant who retires in accordance with Section V(B)(1)(a)(1) and is otherwise eligible for a RAP benefit may be eligible for Deferred Participation in this program. The purpose of Deferred Participation is to accommodate a participant who retires but has insurance coverage available and provided by a spouse or subsequent employer. Under this provision, a participant may temporarily suspend participation in a Trust sponsored major medical plan and reenroll later, in accordance with normal enrollment rules.

(1) Participants who choose to exercise this option shall be required to sign a RAP deferral agreement with the Trust and provide it annual proof of continued alternate coverage before they will be permitted to reenroll in a Trust plan and receive a RAP benefit.

(2) Participants who choose to exercise this option will not receive participation credits for the deferral period.

(3) Participants who choose to exercise this option are required to maintain continuous RSA membership by paying the annual retiree dues. Failure to comply with this requirement will result in a forfeiture of any RAP benefit.

c. Surviving Spouse, Domestic Partner, and Dependent Child(ren) Eligibility

The surviving spouse, domestic partner, or dependent child(ren) of a deceased participant, who qualified for and was participating in the RAP at the time of his/her death, may be eligible for continuing benefits as set forth under section V(B)(2)(b) . In order to be eligible to receive a RAP benefit, surviving spouses, domestic partners, and dependent children must meet all of the following respective conditions:

(1) The surviving spouse of an eligible participant shall be entitled to continuing benefits under the RAP only if the surviving spouse was lawfully married to the deceased participant at and for at least one (1) year prior to the date of the participant's death, and benefits shall continue until one of the following conditions occurs:

(a) The surviving spouse remarries or enters into a domestic partnership; or

(b) The surviving spouse dies.

(2) The surviving domestic partner of an eligible participant shall be entitled to continuing benefits under the RAP only if the domestic partnership had been established for at least one (1) year prior to the date of the participant's death, and benefits shall continue until one of the following conditions occurs:

(a) The surviving domestic partner enters into another domestic partnership or marries; or

(b) The surviving domestic partner dies.

(3) The surviving dependent child(ren) of an eligible participant shall be entitled to continuing benefits under the RAP only if and only as long as all of the following conditions are met:

(a) At the time of the participant's death, the child(ren) was(were) dependent upon the participant for more than half of the child's(ren's) support and the child(ren) is(are) less than twenty-six (26) years of age.

(b) To determine a dependent child's support, an applicant must provide the Trust a copy of the first page of the deceased participant's last filed federal income tax return.

(c) For the purposes of this plan, the term dependent child(ren) includes natural children, stepchildren of a current marriage but not of non-marriages, adopted children as of the date the adoption becomes final, and children for whom the deceased participant was the legal guardian.

2. RAP Benefit

a. Participant Benefit

(1) Effective on or about July 1, 2002, upon paid County retirement, an eligible retiree currently enrolled in a Trust offered major medical plan or Medicare Part A and/or Part B plan shall be eligible for a RAP benefit as described below.

(a) The RAP benefit is based upon Trust participation credits, which are earned for each full calendar year of participation in a Trust sponsored major medical plan.

i. For the purposes of determining participation credits, a participant will be awarded one credit for each full year of participation, whether in an active or retired status. Surviving spouses, domestic partners, and dependent child(ren) shall not be awarded participation credits.

ii. A participant who either begins participation on or before June 30th or ends participation on or after July 1st shall be awarded one participation credit for that calendar year.

(b) The RAP benefit may only be applied towards the cost of retiree and eligible spouse, domestic partner, or dependent coverage in a Trust sponsored health insurance plan and/or Medicare supplement premium plan, except as otherwise provided under section IIA(1)(e) below.

(c) The RAP benefit shall be a monthly grant to an eligible participants established by the Board annually. The maximum benefit under this plan, when combined with the County's $25.00 monthly contribution, shall not exceed ninety (90) percent of the actual cost of health insurance or Medicare supplement premiums. Benefit levels under this program will be determined by the Trustees every September and announced every October during open enrollment. The monthly benefit amount shall be paid directly from the Trust to the insurer or health plan provider.

(d) A participant will become eligible for benefits on the date that the participant's fully completed enrollment application is received and approved by the Trust. . A participant will not be entitled to benefits for periods prior to the date on which all eligibility requirements have been met.

(e) Not withstanding sections V(B)(1)(a)(4) and V(B)(2)(c) , for participants who, upon retirement or thereafter, move out of the primary major medical insurance service area serviced by Trust plans, upon written verification of medical coverage and subject to the benefit formula and limits described above, the Trust will pay up to the level of the applicable RAP benefit any premiums for which the participant may be eligible directly to the insurer or health plan provider selected by the participant. However, on a case-by-case basis, the Trust may, within its sole discretion, directly reimburse eligible participants for premiums paid by the participant, upon satisfactory proof of premium payment.

b. Survivor Benefit

(1) The surviving spouse, domestic partner, and/or dependent child(ren) who meet the eligibility criteria outlined under section V(B)(2)(c), shall each receive fifty (50) percent of the benefit that the deceased participant was receiving at the time of his/her death, subject to the following conditions:

(a) In the event that there exists both a qualified surviving spouse or domestic partner and dependent child(ren), whether living in the same household or not, each shall receive the fifty (50) percent benefit, up to a combined total not to exceed the amount the deceased participant was receiving at the time of his/her death.

(b) In the event that there are more than two such qualified survivors, the amount the deceased participant was receiving at the time of his/her death shall be divided equally between all qualified survivors.

(c) Whenever a qualified survivor becomes ineligible to receive further benefits, the benefit amounts shall be recalculated among the remaining survivors as described above, up to and until the remaining survivors receive the maximum fifty (50) percent survivor benefit.

(2) An eligible participant who is also an eligible surviving spouse or domestic partner shall receive the survivor benefit described in section V(B)(2)(b)(1), above, or his/her own RAP benefit, whichever is greater. In no case shall such a survivor participant receive both the survivor benefit and the participant benefit.

3. Other Provisions

a. The Trust shall administer its health insurance plans for participants subject to the requirements set forth in the Trust's Plan Document.

b. The Board shall review and establish benefits under this program on an annual basis and will cause to notify all program participants of any benefit changes no later than November 1st of the year preceding the effective date of the change. Any change in benefits shall commence on January 1st of the year following the Board's review.

c. The Board may request from participants whatever information or documentation it needs to administer the RAP plan. Participants shall not receive benefits for any period prior to the presentation of any such information or documentation to the Trust, unless the participant can establish good cause for the delay as determined by the Board in the exercise of its sole discretion.

d. The Board reserves the right and authority to interpret all plan provisions and to decide all eligibility and benefit disputes. Appeals of such decisions may be made pursuant to the provisions set forth in the Trust's Plan Document.

VI. TERMINATION OF ELIGIBILITY FOR TRUST BENEFITS

A. You will no longer be able to participate in any of the Trust's programs if any of the following occurs:

1. You cease to be an active, full-time County employee and are not an eligible retiree (please note that, as to participation in health plans offered through the Trust, even if you are not an active employee or an eligible retiree, you may still be eligible to continue your coverage through COBRA. Please contact the Trust administrator to see if you are eligible for COBRA continuation benefits); or

2. You cease to be a member of a bargaining unit represented by or affiliated with the Riverside Sheriffs. Association and are not an eligible retiree; or

3. You are on a leave of absence from your employment, a COBRA participant, pending a disability retirement, or a retiree and are required to make payment for your insurance premiums and you fail to make your payment. Payments are due on the first day of the month of coverage with a 30-day grace period (i.e. due September 1st for September coverage). If payment is not received after the 30-day grace period, coverage will be cancelled without the possibility of reinstatement.

a. Notwithstanding the prior sentence, if a payment is returned for insufficient funds, the trust shall assess a $21 fee. If another check is returned for insufficient funds, a second $21 fee for a total of $42 will be assessed. The participant will thereafter be required to pay by cashier's check or money order; personal checks or cash will not be accepted; or

4. You fail to satisfy the specific eligibility requirements of any program in which you had been participating; or

5. The Trust terminates the program in which you had been participating; or

6. The Trust terminates the Trust's entire benefit program; or

7. In the case of spouses or domestic partners, you cease to satisfy the eligibility requirements; or

8. In the case of dependents, you cease to satisfy the specific eligibility requirements of any program in which you have been participating.

B. If your coverage terminates because you cease to satisfy the eligibility requirements, or because it is determined that you never satisfied the Trust's eligibility requirements, your coverage will terminate at the end of the month in which you lose eligibility, or at the end of the month in which it is determined that you were ineligible.

VII. APPEALS PROCEDURE

A. Overview of Appeals Procedure

This appeals procedure does not expand or modify the benefits due a Trust participant. The specific benefit or insurance certificate or the provisions of this plan documents set forth the benefits due under the applicable policy or program.

B. Insured Trust Programs

The Trust offers some of its programs through an insurance company or similar entity. If you disagree with a decision by the insurance company as to your eligibility under a particular policy or as to the benefit due to you under that policy, you must follow the appeals procedure of that insurer. The appeals procedure will be set forth in the insurance certificate. It is very important for you to follow all of the steps of that procedure. Only the insurer, and not the Trust, is able to extend or modify any time limits set forth in the appeals procedure.

C. Non-Insured Trust Programs Offered Through Third Parties

The Trust offers some of its programs through a non-insured third party, such as CLEA. If you disagree with a decision by the third party as to your eligibility to participate in a particular program or as to your entitlement to receive a particular benefit under that program, you must follow the appeals procedure of that third party. The appeals procedure will be set forth in the third party's benefit certificate. It is very important for you to follow all of the steps of that procedure. Only that third party, and not the Trust, is able to extend or modify any time limits set forth in the appeals procedure applicable to that benefit program.

D. Appeals Procedure as to the Trust's General Eligibility Requirements or as to the Trust's Retiree Assistance Plan

1. The Trust's administrator initially determines whether you satisfy the Trust's general eligibility requirements or the Trust's requirements for retiree assistance.

2. The Trust's administrator will notify you if you do not satisfy the Trust's general eligibility requirements or the Trust's requirements for retiree assistance.

3. The administrator in the notice to you shall state why you are ineligible, shall refer to the provisions of the benefit plan, shall describe any additional information you need to submit, and shall explain the appeals procedure.

4. If you disagree with the administrator's decision, you must submit a written appeal to the Board of Trustees within sixty (60) days of the date on the administrator's correspondence to you. If you fail to file a written appeal within this time period, you will be deemed to have abandoned your appeal.

5. The Board of Trustees may consider a late appeal if the board in the exercise of its sole and unreviewable discretion concludes that the delay was due to reasonable cause.

6. The Board of Trustees shall fully and fairly review each appeal.

7. The Board of Trustees shall issue a written notice of decision which shall include the specific reasons for its decision.

8. The Board of Trustees will normally render a decision within sixty (60) days after receipt of the appeal. If the board notifies the participant in writing that additional time is needed, the sixty (60) day period will be automatically extended to one hundred twenty (120) days. If the board fails to respond within the applicable time period, the appeal shall be deemed denied.

9. The Board of Trustees possesses full discretion to decide appeals properly coming within this section of the appeals procedures and to interpret the terms of the Trust agreement, the plan document, and other documents relevant to an appeal.

VIII. GENERAL PROVISIONS

A. Interpretation of the Trust Agreement and the Plan

The Board of Trustees shall possess full authority and power to interpret the terms of the Trust agreement and this plan document. The Board of Trustees also possesses full authority to determine whether any claim for benefits is to be granted or denied, except as otherwise set forth in the applicable insurance or benefit certificate.

B. Status of Benefits and Eligibility Requirements

To insure that the Board of Trustees is able to fulfill its obligation to maintain within the limits of Trust resources programs providing the maximum possible benefits to all participants, the Board of Trustees expressly reserves the right in its sole discretion at any time and from time to time (1) to increase, decrease, amend, modify, or terminate any benefit provided under this benefit plan, and (2) to amend, alter, change, or modify any eligibility requirements for benefits under this Plan and any program under this Plan.

C. Limitations of Liability

Neither the establishment of the plan or the Trust nor any modifications thereto, nor the payment of any benefits shall be construed as giving any participant or other person any legal or equitable right of action or recourse against the Board of Trustees of the Riverside Sheriffs. Association Benefit Trust or its agents or employees, except as provided in the plan and in the

Trust agreement, or against the Riverside Sheriffs' Association or its officers, directors, employees, or agents.

D. Non-affiliation

The insurers or health plans to which the Trust makes payments are separate and distinct from the Trust and are not agents of the Trust.

E. Disaffiliation with the Riverside Sheriffs. Association or Decertification of Bargaining Unit

In the event the members of a bargaining unit decertify the Riverside Sheriffs. Association (RSA) as their bargaining agent or in the event a bargaining agent affiliated with the RSA terminates its affiliation agreement with the RSA, then as of the effective date of the decertification or disaffiliation;

1. the individuals in the affected bargaining unit shall as of that date automatically cease participation in any and all Trust programs, and

2. neither the bargaining unit members or their employee organization or bargaining agent shall possess any right to or interest in any portion of Trust assets, including Trust reserves.

IX. AMENDMENTS AND TERMINATION OF THE BENEFIT PLAN

The Board of Trustees of the Riverside Sheriffs' Association Benefit Trust may at any time amend or modify the Trust's benefit plan or the Trust's trust agreement. The Board of Trustees of the Riverside Sheriffs' Association Benefit Trust retains the discretion to change the amount, form, matter, and duration of any benefit. Participants do not possess any vested rights to any benefit under this benefit plan.