## ANALYSIS

This ordinance amends Title 5 – Personnel of the Los Angeles County Code by:

- Amending portions of Sections 5.27.020, 5.28.020, 5.33.020, and 5.37.020 to clarify definitions of Domestic Partner in the County's cafeteria plans for health insurance purposes;
- Amending portions of Sections 5.27.400, 5.27.410, 5.28.400, and 5.28.410 to clarify the definition and source of secondary income and outside employment, the medical documentation submission deadlines and the appeal process and time frames applicable to the Short-Term Disability Plan; and
- Amending portions of Sections 5.27.220, 5.27.450, 5.27.460, 5.27.470, 5.28.220, 5.28.450, 5.28.460, 5.28.470, 5.38.010, 5.38.020, 5.38.030, and 5.38.040 to clarify the definition and source of secondary income, update the name of the pertinent CPI region, the medical documentation submission deadlines, the appeal process and time frames, new definitions for CEO, Claims Administrator and Plan Information, eligibility for LTD Health for LTD Survivors, and the appeal process and time frames applicable to the Long-Term Disability and Survivor Benefit Plans.

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By: _____
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Labor & Employment Division

RDB:mst
Requested: 12-04-13
Revised: 04-17-14

HOA.1060538.1

**ORDINANCE NO. _____**

An ordinance amending Title 5 – Personnel of the Los Angeles County Code, relating to the administrative corrections to the Short-Term Disability and Long-Term Disability Plans.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 5.27.020 is hereby amended to read as follows:

**5.27.020 Definitions.**

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash and/or one or more Nontaxable Benefits or Taxable Benefits.

B. "Board" means the Los Angeles County Board of Supervisors.

C. "~~CAO~~CEO" means the Chief ~~Administrative~~Executive Officer of the County appointed by the Board pursuant to the Los Angeles County Code.

. . .

H. "Domestic Partner" means a qualified person pursuant to the provisions of Chapter 2.210 of the Los Angeles County Code or Section 298.5 of the California Family Code, as applicable, unless specified otherwise in this County Code.

I. "Election Information" means the information and rules relating to the general administration of the Plan. The ~~CAO~~CEO shall develop and issue such information and rules, except as otherwise provided by the Board. Such information shall include, but not be limited to the following:

1. The cost to be charged to Participants for elective coverage, including the manner and timing of payment;

. . .

**SECTION 2.** Section 5.27.220 is hereby amended to read as follows:

**5.27.220 Definitions.**

The following terms, when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

. . .

V. "LTD Health Survivor" means a spouse, domestic partner as defined in Section 298.5 of the California Family Code, or ~~dependent~~child as defined in Internal Revenue Code Section 152(f) (1) (including a stepchild or adopted child) who is under age 26~~19 or who is a full-time student under age 25~~, of (1) an Eligible Participant who dies while receiving or entitled to receive disability benefits under section 5.27.460; or (2) a Covered Employee who dies as a direct consequence and result of injury or disease; provided, however, that to be an LTD Health Survivor, an individual must be a spouse, domestic partner or ~~dependent~~child who is covered by a County-sponsored medical plan offered under the Cafeteria Plan at the time of: (i) the onset of a total

disability as determined by the Claims Administrator, or (ii) if the Covered Employee dies before he makes a claim for disability under the LTD Plan, the date of death.

. . .

LL. 1. "Waiting Period" for purposes of the Short-Term Disability Plan means that a waiting period shall be required with respect to any one Disability, and that such period shall be a continuous period equal to 14 days, except as reduced by elective option. The w~~W~~aiting p~~P~~eriod shall commence with the first day the Participant is Disabled, and shall continue during the time he remains Disabled.

2. "Waiting Period" for purposes of the Long-Term Disability Plan means that a waiting period shall be required with respect to any one Total Disability, and shall be a continuous period equal to six months, commencing with the first day on which an eligible employee is absent from work due to a total disability, and during which he or she remains totally disabled except as provided below. If the eligible employee ceases to be totally disabled and returns to work for less than an aggregate of 30 days during a waiting period, any such cessation of total disability shall not interrupt continuity or extend the duration of the waiting period used to determine the first day on which benefits commence, provided that the successive absences during the waiting period are due to the same cause. The waiting period shall not include any time prior to January 1, 1991. Notwithstanding the foregoing, the duration of a waiting period may be extended to a waiting period of more than six months pursuant to Section 5.27.470.

**SECTION 3.** Section 5.27.400 is hereby amended to read as follows:

**5.27.400 Disability benefits.**

A. Payment of Benefits. An Eligible Participant shall begin accruing the benefit determined under Section 5.27.390 on the first day following the expiration of the w~~W~~aiting p~~P~~eriod. Except as otherwise herein provided, such benefit shall be paid as long as the Eligible Participant's Disability continues, but in no event longer than 26 weeks from the first day of Disability.

B. Other Income Benefits.

1. The STD Plan Benefit payable to the Eligible Participant shall be reduced by other income benefits. "Other income benefits" are those benefits identified below to which the Eligible Participant is entitled. Such benefits, which may be payable either periodically or in a lump sum, are:

a. The amount of any benefit with respect to the same Disability and the same period for which the monthly benefit is payable under this STD Plan when such benefits are provided or payable:

(1) By any federal, state, county, municipal or other government agency;

(2) As temporary disability benefits under California workers' compensation laws;

(3) Under any other workers' compensation law; or

(4) Under any employer's liability law~~; or~~.

~~(5) Under any third-party liability policy, less any unreimbursed medical expenses awarded by a court and less reasonable expenses of collecting such amounts, including attorneys' fees.~~

. . .

C. Termination of Benefits. No benefit shall be payable under this STD Plan if any of the following events occur:

1. The 26-week period, calculated from the first day of Disability, concludes;

2. The Eligible Participant ceases to be Disabled;

3. The Eligible Participant dies, retires, or terminates employment with the County;

4. The Eligible Participant engages in gainful self-employment or receives earned compensation from an employer other than the County, ~~except as part of a rehabilitation program approved by the CAO~~unless the earnings do not invalidate the legitimacy of the injury or illness as the basis of a claim under the Plan, as determined by the CEO or his designee;

5. The Eligible Participant fails to provide satisfactory Evidence of Disability, ceases to be under the care of a Physician, and/or is not receiving appropriate treatment for the Disability as defined by a recognized professional association established for the license type of the Physician;

6. The Eligible Participant refuses to accept an offer of County employment which is consistent with work restrictions imposed by the Claims Administrator or the ~~CAO~~CEO, and appropriate to his experience, training, and/or abilities;

. . .

**SECTION 4.** Section 5.27.410 is hereby amended to read as follows:

**5.27.410 Claims.**

A. Application for Benefits. The Eligible Participant shall give notice of the Disability to the Claims Administrator in accordance with the procedures established for such purpose in the Election Information.

. . .

E. Appeal. A Participant may appeal any denial, cessation, or cancellation of benefits under the STD Plan by filing a written notice of appeal with the Claims Administrator, together with any pertinent supporting medical documentation. The Claims Administrator shall conduct a full and fair evaluation of the appeal and render a decision, which shall be final. The appeal from the Participant, and the final decision from the Claims Administrator shall be completed within the time frames established for such purposes in the Election Information. If the employee's disability precludes submission of medical documentation within the established time frames, the deadline for the appeal may be extended by the CEO or his designee. Consideration of such extension by the CEO is contingent upon the provision of the medical documents as

soon as reasonably possible.

**SECTION 5.** Section 5.27.450 is hereby amended to read as follows:

**5.27.450 Election and benefit costs.**

A. Nonelective Coverage. Each Retirement Plan E Member who has completed five or more years of continuous service as of the commencement of the current Plan Year, shall be entitled to nonelective LTD coverage equal to his Basic Monthly Compensation multiplied by 40 percent.

B. Elective Coverage.

1. Each Retirement Plan A, B, C, D, or ~~D~~G Member may elect LTD coverage equal to his Basic Monthly Compensation multiplied by 40 percent, or 60 percent.

2. Each Retirement Plan E Member who has less than five years of continuous service as of the commencement of the Plan Year for which he is eligible to make an election, may elect LTD coverage equal to his Basic Monthly Compensation multiplied by 40 percent, or 60 percent.

3. Each retirement Plan E Member who has five or more years of continuous service as of the commencement of the Plan Year for which he is eligible to make an election, may elect LTD coverage equal to his Basic Monthly Compensation multiplied by 60 percent.

4. LTD Health Insurance Benefit.

a. Benefits for Eligible Employees.

. . .

c. Duration of the LTD Health Insurance Benefit. The LTD Health Insurance Benefit shall be provided: (1) in the case of benefits provided under Section 5.27.450B.4.a., during the period that total disability benefits are paid under Section 5.27.460; and (2) in the case of benefits provided under Section 5.27.450B.4.b., until the LTD Health Survivor's death or until the individual no longer qualifies as an LTD Health Survivor.~~; provided, however, that,~~ Notwithstanding the foregoing, in the event an individual receiving LTD Health Insurance Benefits becomes eligible to receive any retiree health insurance coverage from the Los Angeles County Employees Retirement Association ("LACERA"), (whether or not he or she elects to receive that insurance coverage), that individual's LTD Health Insurance Benefits will cease; provided that, in the case of the LTD Health Survivor of an Eligible Participant or Covered Employee with at least five years but less than ten years of service credited with LACERA and whose disability and/or death as a direct consequence and result of injury or disease did not arise out of and in the course of the performance of his or her assigned duties, the cessation of benefits will be postponed unless and until the LTD Health Survivor has received LTD Health Insurance Benefits for a period of two years.

**SECTION 6.** Section 5.27.460 is hereby amended to read as follows:

**5.27.460 Benefits.**

. . .

C. Other Income Benefits. Other income benefits are those benefits identified below to which the Eligible Participant is entitled. These other income benefits, payable either periodically or in a lump sum, are:

1. The amount of any salary or other compensation, including sick leave, vacation, annual leave, or other pay the eligible Participant receives from the County which shall be coordinated with the LTD benefit as specified in the Election Information. For purposes of this paragraph, "compensation" shall not include cash or other compensation resulting from any County contribution to a County-sponsored cafeteria benefit plan. Nor shall compensation include any payment for accrued sick leave, vacation, annual leave, or other accrued time when such payment is made on account of an employee's termination from County service or an employee's death. Employees who have not terminated County service may use sick leave, vacation, annual leave, or other accrued time in lieu of LTD benefits as otherwise provided by this Code; provided, however, that, in such case, the substitution shall be made on a day for day basis (not dollar for dollar basis) resulting in one day's loss of LTD benefits for each day of substituted time.

. . .

4. The Amount of retirement benefits that the Eligible Participant receives under Retirement Plans A, B, C, D, or ~~D~~G. For the purposes of this paragraph, such retirement benefits shall not include any cost-of-living adjustments granted subsequent to the date any benefits become payable under this LTD Plan. In the event an Eligible Participant was eligible for retirement benefits under Retirement Plans A, B, C, D, or ~~D~~G but was not receiving such benefits, any such benefits that he would have received shall be estimated by the ~~CAO~~CEO for purposes of calculating any benefit due under this LTD Plan;

5. In the event of other income benefits received in the form of a lump-sum payment or payments, the basic monthly benefit shall not commence or continue until the total of all such basic monthly benefits otherwise payable under this Plan equals the aggregate amount of such lump-sum payments. ~~Where other income benefits are received in the form of a lump-sum payment or payments, such benefits shall be coordinated with the benefits otherwise payable under this LTD Plan in the manner set forth in the Election Information.~~

D. Cost-of-Living Adjustment. A cost-of-living adjustment shall be applied to the basic monthly disability benefit on the first day following the completion of 24 months of eligibility for such benefit, and annually thereafter for as long as the Participant is entitled to benefits under the LTD Plan. Such adjustment shall equal the annual percentage increase, calculated to the nearest one-tenth of one percent, in the cost of living as measured by the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the Los Angeles/~~Long Beach~~Riverside/~~Anaheim~~Orange Counties Metropolitan Area for the preceding January 1st; provided, however, no increase resulting from such calculation shall exceed two percent.

E. Denial or Cessation of Benefits. No benefit shall be payable under this LTD Plan if any of the following events occur:

1. The Eligible Participant attains age 65, unless his w~~W~~aiting p~~P~~eriod commenced on or after the date he attained age 62, in which case the basic monthly benefit shall cease in accordance with the following schedule:

| Age at Which Disability Commences (Expressed in Years) | Maximum Duration of Benefit Payments (Expressed in Years) |
|---|---|
| 62 | 3-1/2 |
| 63 | 3 |
| 64 | 2-1/2 |
| 65 | 2 |
| 66 | 1-3/4 |
| 67 | 1-1/2 |
| 68 | ~~3~~ 1-1/4 |
| 69 and over | 1 |

2. The Eligible Participant refuses an offer of County employment which is consistent with his work restrictions, as determined by the ~~CAO~~CEO, and appropriate to his training, experience, and/or abilities as determined by the ~~CAO~~CEO;

~~3. The Eligible Participant engages in gainful self-employment or receives earned compensation from an employer other than the County, except as part of a rehabilitation program approved by the CAO;~~

~~4~~3. The Eligible Participant ceases to be Totally Disabled. Such cessation of Total Disability shall be deemed to have occurred if disability benefits under the Federal Social Security Act are denied or terminated at any time after 24 consecutive months of eligibility for benefit payments;

~~5~~4. The Eligible Participant retires as a Retirement Plan E Member;

~~6~~5. The Eligible Participant is a Retirement Plan A, B, C, D, or ~~D~~G

Member, and fails to apply for any and all retirement benefits after 24 months of eligibility for disability payments;

~~7~~6. The Eligible Participant fails or refuses to:

a. Timely apply for other benefits for which he may be eligible, including but not limited to worker's compensation and Federal Social Security Act benefits,

b. Furnish Evidence of Disability or any other notice required under this LTD Plan,

c. Be examined at the request of the County, or

d. Otherwise cooperate with the County in determination of benefits under this LTD Plan~~.~~;

7. Absence from work for six months or more prior to commencement of total disability, unless the absence is for approved, non-medical leave.

. . .

**SECTION 7.** Section 5.27.470 is hereby amended to read as follows:

**5.27.470 Claims.**

A. Claim Forms. The County shall furnish the Participant with the appropriate forms for applying for benefits and for filing Evidence of Disability. If such forms are requested by the Participant and not furnished in a timely manner by the County, the Participant shall be deemed to have complied with the requirements for filing an application for benefits under this LTD Plan, provided Evidence of Disability is submitted within the period of time provided in this LTD Plan for applying for benefits.

B. Application for Benefits. Application for disability benefits must be filed with the Claims Administrator in accordance with the procedures established for such purpose in the Election Information. However, in the event application is not made within one year from the first day of absence due to the claimed disability, the waiting period otherwise provided for in this Plan shall be extended by one day for each day the application is delayed beyond one year from the first day of absence due to total disability unless the employee's disability precludes submission of an application within said one year, in which case, the one year deadline may be extended by the CEO or his designee. Consideration of such extension by the CEO or his designee is contingent upon the provision of an application and all required medical documentation as soon as reasonably possible. Notwithstanding the foregoing, no benefits shall be paid under this Plan if application is not made within 30 months from the first day of absence due to total disability, provided, however, that the CEO or its designee may, in its sole discretion, extend the 30-month deadline if the CEO or its designee determines that extension of the deadline is warranted due to equitable considerations.

C. Evidence of Disability. Written medical certification of Total Disability must be submitted by a Physician, practicing within the scope of his license, to the County within 90 days after an application for benefits has been filed. Failure to furnish Evidence of Disability within the time required will not invalidate or reduce any claim if it was not reasonably possible to give such evidence within such time; provided that the Evidence of Disability is furnished as soon as reasonably possible. However, ~~no benefits shall be payable~~a day-for-day penalty will be extended to the six-month

qualifying waiting period for each day the claim is not completed under this LTD Plan in the event the required Evidence of Disability is not furnished within:

1. One year from the first day of absence, however, in the event evidence of disability is not provided within one year from the first day of absence due to the claimed disability, the waiting period otherwise provided for in this Plan shall be extended by one day for each day the application is delayed beyond one year from the first day of absence due to total disability unless the employee's disability precludes submission of an application within said one year, in which case, the one year deadline may be extended by the CEO or his designee. Consideration of such extension by the CEO or his designee is contingent upon the provision of an application and all required medical documentation as soon as reasonably possible. Notwithstanding the foregoing, no benefits shall be paid under this Plan if application is not made within 30 months from the first day of absence, provided, however, that the CEO or its designee may, in its sole discretion, extend the 30-month deadline if the CEO or its designee determines that extension of the deadline is warranted due to equitable considerations, due to Total Disability; or

. . .

E. Determination.

1. If the Evidence of Disability shows to the satisfaction of the ~~CAO~~CEO that an Eligible Participant is Totally Disabled, the basic monthly benefit shall ~~become payable effective as of~~begin accruing on the first day following the expiration of the w~~W~~aiting p~~P~~eriod.

2. Total Disability shall in all cases be determined by the ~~CAO~~CEO, except that any final decision of the Social Security Administration concerning a claim for disability benefits under the Federal Social Security Act, other than not being insured for disability benefits under that Act, shall be conclusive and binding upon all parties.

3. If the ~~CAO~~CEO determines after medical examination that an Eligible Participant is not Totally Disabled, no disability benefits shall be payable.

F. Appeal. A Participant may appeal, within the time frames established in the Election Information, the denial, cessation, or cancellation of benefits under the LTD Plan by filing written notice of appeal with the Claims Administrator, together with any pertinent supporting medical documentation. The Claims Administrator shall conduct a full and fair evaluation of the appeal and render a decision. ~~The matter shall then be reviewed by the CAO, or his designee, and a final decision shall be rendered i~~In accordance with the procedures established for such purpose in the Election Information, the Claimant may file a written request for a hearing regarding a denial of benefits by the Claims Administrator. The matter shall then be reviewed by a hearing officer designated by the CEO. The hearing officer shall conduct a full and fair hearing and render a decision, which shall be final. ~~The appeal from the Participant, and the final decision from the CAO, or his designee, shall be completed within the time frames set forth in the Election Information.~~ If the employee's disability precludes submission of medical documentation within the established time frames, the deadline for the appeal may be extended by the CEO or his designee. Consideration of such extension by the CEO or his designee is contingent upon the provision of the medical documentation as

soon as reasonably possible.

**SECTION 8.** Section 5.28.020 is hereby amended to read as follows:

**5.28.020 Definitions.**

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash or one or more Nontaxable Benefits.

B. "Board" means the Los Angeles County Board of Supervisors.

C. "~~CAO~~CEO" means the Chief ~~Administrative~~Executive Officer of the County appointed by the Board pursuant to the Los Angeles County Code.

. . .

H. "Domestic Partner" means a qualified person pursuant to the provisions of Chapter 2.210 of the Los Angeles County Code or Section 298.5 of the California Family Code, as applicable, unless specified otherwise in this County Code.

I. "Election Information" means the information and rules relating to the general administration of the Plan. The ~~CAO~~CEO shall develop and issue such information and rules, except as otherwise provided by the Board. Such information shall include, but not be limited to the following:

1. The cost to be charged to Participants for elective coverage, including the manner and timing of payment;

. . .

**SECTION 9.** Section 5.28.220 is hereby amended to read as follows:

**5.28.220 Definitions.**

The following terms, when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

V. "LTD Health Survivor" means a spouse, domestic partner as defined in Section 298.5 of the California Family Code, or ~~dependent~~child as defined in Internal Revenue Code Section 152(f) (1) (including a stepchild or adopted child) who is under age 26~~19 or who is a full-time student under age 25~~, of (1) an Eligible Participant who dies while receiving or entitled to receive disability benefits under section 5.28.460; or (2) a Covered Employee who dies as a direct consequence and result of injury of disease; provided, however, that to be an LTD Health Survivor, an individual must be a spouse, domestic partner or ~~dependent~~child who is covered by a County-sponsored medical plan offered under the Cafeteria Plan at the time of: (i) the onset of a total disability as determined by the Claims Administrator, or (ii) if the Covered Employee dies before he makes a claim for disability under the LTD Plan, the date of death.

. . .

LL. 1. "Waiting Period" for purposes of the Short-Term Disability Plan means that a waiting period shall be required with respect to any one Disability, and that such period shall be a continuous period equal to 14 days, except as reduced by elective option. The w~~W~~aiting p~~P~~eriod shall commence with the first day the Participant is Disabled, and shall continue during the time he remains Disabled.

2. "Waiting Period" for purposes of the Long-Term Disability Plan means that a waiting period shall be required with respect to any one Total Disability, and shall be a continuous period equal to six months, commencing with the first day on which an eligible employee is absent from work due to a total disability, and during which he or she remains totally disabled except as provided below. If the eligible employee ceases to be totally disabled and returns to work for less than an aggregate of 30 days during a waiting period, any such cessation of total disability shall not interrupt continuity or extend the duration of the waiting period used to determine the first day on which benefits commence, provided that the successive absences during the waiting period are due to the same cause. The waiting period shall not include any time prior to January 1, 1991. Notwithstanding the foregoing, the duration of a waiting period may be extended to a waiting period of more than six months pursuant to Section 5.28.470.

**SECTION 10.** Section 5.28.400 is hereby amended to read as follows:

**5.28.400 Disability benefits.**

A. Payment of Benefits. An Eligible Participant shall begin accruing the benefit determined under Section 5.28.390 on the first day following the expiration of the w~~W~~aiting p~~P~~eriod. Except as otherwise herein provided, such benefit shall be paid as long as the Eligible Participant's Disability continues, but in no event longer than 26 weeks from the first day of Disability.

B. Other Income Benefits.

1. The STD Plan Benefit payable to the Eligible Participant shall be reduced by other income benefits. "Other income benefits" are those benefits identified below to which the Eligible Participant is entitled. Such benefits, which may be payable either periodically or in a lump sum, are:

a. The amount of any benefit with respect to the same Disability and the same period for which the monthly benefit is payable under this STD Plan when such benefits are provided or payable:

(1) By any federal, state, county, municipal or other government agency;

(2) As temporary disability benefits under California workers' compensation laws;

(3) Under any other workers' compensation law; or

(4) Under any employer's liability law~~; or~~.

~~(5) Under any third-party liability policy, less any unreimbursed medical expenses awarded by a court and less reasonable expenses of collecting such amounts, including attorneys' fees.~~

b. The amount of any salary or other compensation, including sick leave, vacation, annual leave, or other pay the Eligible Participant receives from the County shall be coordinated with the STD benefit as specified in the Election Information.

2. Where other income benefits are received in the form of a lump-sum payment or payments, such benefits shall be coordinated with the benefits otherwise payable under this STD Plan in the manner set forth in the Election Information.

C. Termination of Benefits. No benefit shall be payable under this STD Plan if any of the following events occur:

1. The 26-week period, calculated from the first day of Disability, concludes;

2. The Eligible Participant ceases to be Disabled;

3. The Eligible Participant dies, retires, or terminates employment with the County;

4. The Eligible Participant engages in gainful self-employment or receives earned compensation from an employer other than the County, ~~except as part of a rehabilitation program approved by the CAO~~unless the earnings do not invalidate the legitimacy of the injury or illness as the basis of a claim under the Plan, as determined by the CEO or his designee;

5. The Eligible Participant fails to provide satisfactory Evidence of Disability, ceases to be under the care of a Physician, and/or is not receiving appropriate treatment for the Disability as defined by a recognized professional association established for the license type of the Physician;

6. The Eligible Participant refuses to accept an offer of County employment which is consistent with work restrictions imposed by the Claims Administrator or the ~~CAO~~CEO, and appropriate to his experience, training, and/or abilities;

. . .

**SECTION 11.** Section 5.28.410 is hereby amended to read as follows:

**5.28.410 Claims.**

A. Application for Benefits. The Eligible Participant shall give notice of the Disability to the Claims Administrator in accordance with the procedures established for such purpose in the Election Information.

. . .

E. Appeal. A Participant may appeal any denial, cessation, or cancellation of benefits under the STD Plan by filing a written notice of appeal with the Claims Administrator, together with any pertinent supporting medical documentation. The Claims Administrator shall conduct a full and fair evaluation of the appeal and render a decision, which shall be final. The appeal from the Participant, and the final decision from the Claims Administrator shall be completed within the time frames established for such purposes in the Election Information. If the employee's disability precludes submission of medical documentation within the established time frames, the deadline for the appeal may be extended by the CEO or his designee. Consideration of such extension by the CEO is contingent upon the provision of the medical documents as soon as reasonably possible.

**SECTION 12.** Section 5.28.450 is hereby amended to read as follows:

**5.28.450 Election and benefit costs.**

A. Nonelective Coverage. Each Retirement Plan E Member who has completed five or more years of continuous service as of the commencement of the current Plan Year, shall be entitled to nonelective LTD coverage equal to his Basic Monthly Compensation multiplied by 40 percent.

B. Elective Coverage.

1. Each Retirement Plan A, B, C, D, or ~~D~~G Member may elect LTD coverage equal to his Basic Monthly Compensation multiplied by 40 percent, or 60 percent.

2. Each Retirement Plan E Member who has less than five years of continuous service as of the commencement of the Plan Year for which he is eligible to make an election, may elect LTD coverage equal to his Basic Monthly Compensation multiplied by 40 percent, or 60 percent.

3. Each retirement Plan E Member who has five or more years of continuous service as of the commencement of the Plan Year for which he is eligible to make an election, may elect LTD coverage equal to his Basic Monthly Compensation multiplied by 60 percent.

4. LTD Health Insurance Benefit.

a. Benefits for Eligible Employees.

(1) For disabilities incurred prior to January 1, 2007, if the Covered Employee timely elects and pays for the 75 percent LTD Health Insurance

Benefit in accordance with the terms of the Plan, the Covered Employee is covered by an LTD Health Insurance Benefit that pays for 75 percent of the cost of Applicable Health Insurance Coverage for the employee and his Medical Dependents during the period described in section 5.28.450B.4.c. The Covered Employee must make monthly contributions to purchase the 75 percent LTD Health Insurance Benefit, in amounts determined by the County, in accordance with the terms of the Plan. The remaining 25 percent of the cost of Applicable Health Insurance Coverage elected by the employee shall be paid for by monthly employee payments in the time and manner determined by the County when the medical insurance coverage is received. Applicable Health Insurance Coverage will not be provided unless the employee timely remits his or her share of the cost for such coverage.

. . .

c. Duration of the LTD Health Insurance Benefit. The LTD Health Insurance Benefit shall be provided: (1) in the case of benefits provided under Section 5.28.450B.4.a., during the period that total disability benefits are paid under Section 5.28.460; and (2) in the case of benefits provided under Section 5.28.450B.4.b., until the LTD Health Survivor's death or until the individual no longer qualifies as an LTD Health Survivor.~~; provided, however, that,~~ Notwithstanding the foregoing, in the event an individual receiving LTD Health Insurance Benefits becomes eligible to receive any retiree health insurance coverage from the Los Angeles County Employees Retirement Association ("LACERA"), (whether or not he or she elects to receive that insurance coverage), that individual's LTD Health Insurance Benefits will cease. However, in the

case of the LTD Health Survivor of an Eligible Participant or Covered Employee with at least five years but less than ten years of service credited with LACERA and whose disability and/or death as a direct consequence and result of injury or disease did not arise out of and in the course of the performance of his or her assigned duties, the cessation of benefits will be postponed unless and until the LTD Health Survivor has received LTD Health Insurance Benefits for a period of two years.

. . .

**SECTION 13.** Section 5.28.460 is hereby amended to read as follows:

**5.28.460 Benefits.**

. . .

C. Other Income Benefits. Other income benefits are those benefits identified below to which the Eligible Participant is entitled. These other income benefits, payable either periodically or in a lump sum, are:

1. The amount of any salary or other compensation, including sick leave, vacation, annual leave, or other pay the eligible Participant receives from the County which shall be coordinated with the LTD benefit as specified in the Election Information. For purposes of this paragraph, "compensation" shall not include cash or other compensation resulting from any County contribution to a County-sponsored cafeteria benefit plan. Nor shall compensation include any payment for accrued sick leave, vacation, annual leave, or other accrued time when such payment is made on account of an employee's termination from County service or an employee's death. Employees who have not terminated County service may use sick leave, vacation,

annual leave, or other accrued time in lieu of LTD benefits as otherwise provided by this Code; provided, however, that, in such case, the substitution shall be made on a day for day basis (not dollar for dollar basis) resulting in one day's loss of LTD benefits for each day of substituted time;

. . .

4. The Amount of retirement benefits that the Eligible Participant receives under Retirement Plans A, B, C, D, or ~~D~~G. For the purposes of this paragraph, such retirement benefits shall not include any cost-of-living adjustments granted subsequent to the date any benefits become payable under this LTD Plan. In the event an Eligible Participant was eligible for retirement benefits under Retirement Plans A, B, C, D, or ~~D~~G but was not receiving such benefits, any such benefits that he would have received shall be estimated by the ~~CAO~~CEO for purposes of calculating any benefit due under this LTD Plan;

5. In the event of other income benefits received in the form of a lump-sum payment or payments, the basic monthly benefit shall not commence or continue until the total of all such basic monthly benefits otherwise payable under this Plan equals the aggregate amount of such lump-sum payments.~~Where other income benefits are received in the form of a lump-sum payment or payments, such benefits shall be coordinated with the benefits otherwise payable under this LTD Plan in the manner set forth in the Election Information.~~

D. Cost-of-Living Adjustment. A cost-of-living adjustment shall be applied to the basic monthly disability benefit on the first day following the completion of 24

months of eligibility for such benefit, and annually thereafter for as long as the Participant is entitled to benefits under the LTD Plan. Such adjustment shall equal the annual percentage increase, calculated to the nearest one-tenth of one percent, in the cost of living as measured by the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the Los Angeles/~~Long Beach~~Riverside/~~Anaheim~~Orange Counties Metropolitan Area for the preceding January 1st; provided, however, no increase resulting from such calculation shall exceed two percent.

E. Denial or Cessation of Benefits. No benefit shall be payable under this LTD Plan if any of the following events occur:

1. The Eligible Participant attains age 65, unless his w~~W~~aiting p~~P~~eriod commenced on or after the date he attained age 62, in which case the basic monthly benefit shall cease in accordance with the following schedule:

| Age at Which Disability Commences (Expressed in Years) | Maximum Duration of Benefit Payments (Expressed in Years) |
|---|---|
| 62 | 3-1/2 |
| 63 | 3 |
| 64 | 2-1/2 |
| 65 | 2 |
| 66 | 1-3/4 |
| 67 | 1-1/2 |
| 68 | 1-1/4 |
| 69 and over | 1 |

2. The Eligible Participant refuses an offer of County employment which is consistent with his work restrictions, as determined by the ~~CAO~~CEO, and appropriate to his training, experience, and/or abilities as determined by the ~~CAO~~CEO;

~~3. The Eligible Participant engages in gainful self-employment or receives earned compensation from an employer other than the County, except as part of a rehabilitation program approved by the CAO;~~

~~4~~3. The Eligible Participant ceases to be Totally Disabled. Such cessation of Total Disability shall be deemed to have occurred if disability benefits under the Federal Social Security Act are denied or terminated at any time after 24 consecutive months of eligibility for benefit payments;

~~5~~4. The Eligible Participant retires as a Retirement Plan E Member;

~~6~~5. The Eligible Participant is a Retirement Plan A, B, C, D, or ~~D~~G Member, and fails to apply for any and all retirement benefits after 24 months of eligibility for disability payments;

~~7~~6. The Eligible Participant fails or refuses to:

a. Timely apply for other benefits for which he may be eligible, including but not limited to worker's compensation and Federal Social Security Act benefits,

b. Furnish Evidence of Disability or any other notice required under this LTD Plan,

c. Be examined at the request of the County, or

d. Otherwise cooperate with the County in determination of benefits under this LTD Plan~~.~~;

7. Absence from work for six months or more prior to commencement of total disability, unless the absence is for approved, non-medical leave.

. . .

**SECTION 14.** Section 5.28.470 is hereby amended to read as follows:

**5.28.470 Claims.**

A. Claim Forms. The County shall furnish the Participant with the appropriate forms for applying for benefits and for filing Evidence of Disability. If such forms are requested by the Participant and not furnished in a timely manner by the County, the Participant shall be deemed to have complied with the requirements for filing an application for benefits under this LTD Plan, provided Evidence of Disability is submitted within the period of time provided in this LTD Plan for applying for benefits.

B. Application for Benefits. Application for disability benefits must be filed with the Claims Administrator in accordance with the procedures established for such purpose in the Election Information. However, in the event application is not made within one year from the first day of absence due to the claimed disability, the waiting period otherwise provided for in this Plan shall be extended by one day for each day the application is delayed beyond one year from the first day of absence due to total disability unless the employee's disability precludes submission of an application within said one year, in which case, the one year deadline may be extended by the CEO or his designee. Consideration of such extension by the CEO or his designee is contingent

upon the provision of an application and all required medical documentation as soon as reasonably possible. Notwithstanding the foregoing, no benefits shall be paid under this Plan if application is not made within thirty months from the first day of absence due to total disability, provided, however, that the CEO or its designee may, in its sole discretion, extend the 30-month deadline if the CEO or its designee determines that extension of the deadline is warranted due to equitable considerations.

C. Evidence of Disability. Written medical certification of Total Disability must be submitted by a Physician, practicing within the scope of his license, to the County within 90 days after an application for benefits has been filed. Failure to furnish Evidence of Disability within the time required will not invalidate or reduce any claim if it was not reasonably possible to give such evidence within such time; provided that the Evidence of Disability is furnished as soon as reasonably possible. However, ~~no benefits shall be payable~~a day-for-day penalty period will be extended to the six-month qualifying waiting period for each day the claim is not completed under this LTD Plan in the event the required Evidence of Disability is not furnished within:

1. One year from the first day of absence, however, in the event evidence of disability is not provided within one year from the first day of absence due to the claimed disability, the waiting period otherwise provided for in this Plan shall be extended by one day for each day the application is delayed beyond one year from the first day of absence due to total disability unless the employee's disability precludes submission of an application within said one year, in which case, the one year deadline may be extended by the CEO or his designee. Consideration of such extension by the

CEO or his designee is contingent upon the provision of an application and all required medical documentation as soon as reasonably possible. Notwithstanding the foregoing, no benefits shall be paid under this Plan if application is not made within thirty months from the first day of absence, provided, however, that the CEO or its designee may, in its sole discretion, extend the 30-month deadline if the CEO or its designee determines that extension of the deadline is warranted due to equitable considerations, due to Total Disability; or

2. In the case of an individual claiming a disability as a consequence of active military service during a military leave of absence, within such longer period as may be authorized by the Chief Executive Officer. For purposes of this subsection C, "active military service" shall mean Active Military Service as defined in Section 6.20.080 of this Code.

D. Medical Records and Medical Examination. The County may require such additional Evidence of Disability, as is deemed necessary, including copies of medical records and/or a medical examination at County expense to determine the existence, cause and extent of any injury or illness which may be the basis of a claim under the LTD Plan.

E. Determination.

1. If the Evidence of Disability shows to the satisfaction of the ~~CAO~~CEO that an Eligible Participant is Totally Disabled, the basic monthly benefit shall begin accruing on the first day following~~become payable effective as of~~ the expiration of the w~~W~~aiting p~~P~~eriod.

2. Total Disability shall in all cases be determined by the ~~CAO~~CEO, except that any final decision of the Social Security Administration concerning a claim for disability benefits under the Federal Social Security Act, other than not being insured for disability benefits under that Act, shall be conclusive and binding upon all parties.

3. If the ~~CAO~~CEO determines after medical examination that an Eligible Participant is not Totally Disabled, no disability benefits shall be payable.

F. Appeal. A Participant may appeal, within the established time frames in the Election Information, the denial, cessation, or cancellation of benefits under the LTD Plan by filing written notice of appeal with the Claims Administrator, together with any pertinent supporting medical documentation. The Claims Administrator shall conduct a full and fair evaluation of the appeal and render a decision. ~~The matter shall then be reviewed by the CAO, or his designee, and a final decision shall be rendered i~~In accordance with the procedures established for such purpose in the Election Information, the Claimant may file a written request for a hearing regarding a denial of benefits by the Claims Administrator. The matter shall then be reviewed by a hearing officer designated by the CEO. The hearing officer shall conduct a full and fair hearing and render a decision, which shall be final. ~~The appeal from the Participant, and the final decision from the CAO, or his designee, shall be completed within the time frames set forth in the Election Information.~~ If the employee's disability precludes submission of medical documentation within the established time frames, the deadline for the appeal may be extended by the CEO or his designee. Consideration of such extension by the CEO or his designee is contingent upon the provision of the medical documentation as

soon as reasonably possible.

**SECTION 15.** Section 5.33.020 is hereby amended to read as follows:

**5.33.020 Definitions.**

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash and/or one or more Nontaxable Benefits or Taxable Benefits.

B. "Board" means the Los Angeles County board of supervisors.

C. "~~CAO~~CEO" means the chief ~~administrative~~executive officer of the County appointed by the Board pursuant to the Los Angeles County Code.

D. "Code" means the Internal Revenue Code of 1986, as amended.

E. "Contribution" means any Nonelective Contribution or Elective Contribution made on behalf of a Participant pursuant to Section 5.33.040.

F. "County" means the County of Los Angeles and (1) any governmental entity of which the Board is the governing body; and (2) the Los Angeles County Municipal Courts and the Los Angeles County Superior Court to the extent the operation of this Plan in said courts is otherwise authorized by state law or rules of court.

G. "Dental Insurance Plan" means any of the dental insurance plans included in Items 6, 7 and 8 in the Materials definition set out in subsection M of this section.

H. "Domestic Partner" means a qualified person pursuant to the provisions of Chapter 2.210 of the Los Angeles County Code or Section 298.5 of the California Family Code, as applicable, unless specified otherwise in this County Code.

. . .

**SECTION 16.** Section 5.37.020 is hereby amended to read as follows:

**5.37.020 Definitions.**

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

A. "Benefit" means cash and/or one or more Nontaxable Benefits or Taxable Benefits.

. . .

I. "Domestic Partner" means a qualified person pursuant to the provisions of Chapter 2.210 of the Los Angeles County Code <u>or Section 298.5 of the California Family Code, as applicable, unless specified otherwise in this County Code</u>.

. . .

**SECTION 17.** Section 5.38.010 is hereby amended to read as follows:

**5.38.010 Definitions.**

A. "Applicable Health Insurance Coverage" means coverage under a County-sponsored medical plan offered through the Cafeteria Plan for which an employee, Medical Dependent or LTD Health Survivor would be eligible if the employee were not disabled or deceased.

. . .

<u>D. "CEO" means the Chief Executive Officer of the County appointed by the Board pursuant to the Los Angeles County Code.</u>

E. "Claims Administrator" means the County department, contracted insurance company, or contracted service company designated by the CEO to be responsible for the adjudication and processing of claims filed under the Long-Term Disability and Survivor Benefit Plan.

~~D~~F. "Covered Employee" means an employee who is (1) an "Eligible Employee" or a "Participant" under the terms of an applicable Cafeteria Plan, and (2) enrolled in a County-sponsored medical plan.

~~E~~G. "Disability beneficiary" means a former employee who has not retired from service under Retirement Plan E, and who either is receiving disability benefits or is eligible to receive disability benefits.

~~F~~H. "Eligible employee" means an employee who becomes totally disabled:

1. As a direct consequence and result of injury or disease arising out of and in the course of the performance of his or her assigned duties; or

2. As a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence; or

3. After five years of continuous service with the county.

~~G~~I. "Employee" means an employee of the county of Los Angeles who is a general member of the Los Angeles County Employees Retirement Association. General member does not include a safety member.

~~H~~J. "LTD Health Insurance Benefit" means a benefit that pays for 75 percent or 100 percent of the cost of Applicable Health Insurance Coverage at the time such coverage is provided pursuant to the rules in section 5.38.020H.

~~I~~K. "LTD Health Survivor" means a spouse, domestic partner as defined in Section 298.5 of the California Family Code, or ~~dependent~~ child as defined in Internal Revenue Code Section 152(f) (1) (including a stepchild or adopted child) who is under age 26~~19 or who is a full-time student under age 25~~, of (1) an eligible employee who dies while receiving or entitled to receive disability benefits under section 5.38.020; or (2) a Covered Employee who dies after five years of continuous service with the County or as a direct consequence and result of injury or disease arising out of and in the course of the performance of his or her assigned duties; provided, however, that to be an LTD Health Survivor, an individual must be a spouse, domestic partner or ~~dependent~~ child who is covered by a County-sponsored medical plan offered under a Cafeteria Plan at the time of: (i) the onset of a total disability as determined by the Claims Administrator, or (ii) if the Covered Employee dies before he makes a claim for disability under the LTD Plan, the date of death.

~~J~~L. "Medical Dependent" means a Covered Employee's spouse, domestic partner or dependent child who is eligible to be covered under the terms of a County-sponsored medical plan.

M. "Plan Information" means the information and rules related to the general administration of the Plan. The CEO shall develop and issue such information and rules, except as otherwise provided by the Board.

~~K~~N. "Qualifying P~~p~~eriod" means that a qualifying period shall be required with respect to any one period of disability and shall be a continuous period equal to the six months, commencing with the first day on which an eligible employee is absent from

work due to a total disability, and during which he or she remains totally disabled except as provided below; however, this period shall not include any time prior to the operative date of the ordinance codified in this chapter. If the eligible employee ceases to be totally disabled and returns to work for less than an aggregate of 30 days during a qualifying waiting period, any such cessation of total disability shall not interrupt continuity or extend the duration of the qualifying waiting period used to determine the first day on which benefits commence, provided that the successive absences during the qualifying waiting period are due to the same cause. In addition, the continuity of the qualifying waiting period shall not be interrupted, nor shall the qualifying waiting period be extended, merely because an eligible employee incurs a disability during such waiting period that arises from a different and unrelated cause than that which initially caused the eligible employee to be absent from work as long as the eligible employee does not return to active employment at any time during the six months commencing with the first day on which the eligible employee was first absent from work due to a total disability. Notwithstanding the foregoing, the duration of a qualifying waiting period may be extended to a waiting period of more than six months pursuant to Section 5.38.030B.

~~L~~O. "Retirement plan A, B, C, D, or ~~D~~G" means any of the contributory retirement plans established by the county of Los Angeles pursuant to the County Employees Retirement Law of 1937.

~~M~~P. "Retirement Plan E" means the optional noncontributory retirement plan made operative for general members of the Los Angeles County Employees Retirement

Association on or after July 1, 1981, by resolution of the board of supervisors of Los Angeles County pursuant to the Memorandum of Understanding entered into in 1981, by and between the county of Los Angeles and the County Coalition of Unions.

~~N~~Q. "Total D~~d~~isability." During the qualifying period, and during the subsequent 24-month period for which an employee might be eligible to receive benefits under this Plan, "total disability" means the complete and continuous inability and incapacity of the employee to perform the duties of his or her position with the county. After the expiration of 24 consecutive months of eligibility for benefit payments, total disability means that the employee is disabled within the meaning of the Federal Social Security Act and is eligible to receive or is receiving disability benefits under the Federal Social Security Act; provided, however, that for an employee who makes timely application for disability benefits under the Federal Social Security Act and who has not received a final determination regarding disability under that Act, total disability (for the period prior to the date on which a final determination is made regarding disability) shall mean the complete and continuous inability and incapacity of the employee to perform the duties of his or her position with the county. An employee who is not insured for disability benefits (such as lacking sufficient quarters of covered employment) under the Federal Social Security Act shall be considered totally disabled at the end of the 24-month period of eligibility for benefit payments and during the continuance thereafter of the disability if he or she is disabled within the meaning of Section 223(d) of the Federal Social Security Act.

**SECTION 18.** Section 5.38.020 is hereby amended to read as follows:

**5.38.020 Disability benefits.**

. . .

C. Other Income Benefits. Other income benefits are those benefits identified below to which the eligible employee is entitled. These other income benefits, payable either monthly or in lump sum, are:

1. The amount of any salary or other compensation, including sick leave, vacation, or other pay the eligible employee receives from the county, and 50 percent of any other salary, compensation or income the eligible employee receives from any other employer, or otherwise earns. For purposes of this paragraph, "compensation" shall not include cash or other compensation resulting from any County contribution to a County-sponsored cafeteria benefit plan. Nor shall compensation include any payment for accrued sick leave, vacation, annual leave, or other accrued time when such payment is made on account of an employee's termination from County service or an employee's death. Employees who have not terminated County service may use sick leave, vacation, annual leave, or other accrued time in lieu of LTD benefits as otherwise provided by this Code; provided, however, that, in such case, the substitution shall be made on a day for day basis (not dollar for dollar basis) resulting in one day's loss of LTD benefits for each day of substituted time.

. . .

3. The Amount of Retirement Benefit that the Employee Receives under Retirement Plan A, B, C, D, or ~~D~~G. For purposes of this paragraph, such

retirement benefits shall not include any cost of living adjustments granted subsequent to the date any benefits become payable under this Plan. In the event a disability beneficiary or deceased employee was eligible for retirement benefits under Retirement Plan A, B, C, D, or ~~D~~G but was not receiving such benefits, any such benefits that he or she would have received shall be estimated by the Chief ~~Administrative~~Executive Officer for purposes of calculating any benefit due under this Plan.

4. In the event of other income benefits received in the form of lump-sum payment or payments, the basic monthly benefit shall not commence or continue until the total of all such basic monthly benefits otherwise payable under this Plan equals the aggregate amount of such lump-sum payments.

D. Denial or Cessation of Benefits. Payment of the basic monthly benefit shall cease or not commence upon the occurrence of the first of the following events:

1. Attainment of age 65, unless the eligible employee's qualifying period commences on or after the date he attains age 62, in which case the basic monthly benefit shall cease in accordance with the following schedule.

| Age at Which Disability Commences (Expressed in Years) | Maximum Duration of Benefit Payments (Expressed in Years) |
|---|---|
| 62 | 3-1/2 |
| 63 | 3 |
| 64 | 2-1/2 |
| 65 | 2 |
| 66 | 1-3/4 |

| Age at Which Disability Commences (Expressed in Years) | Maximum Duration of Benefit Payments (Expressed in Years) |
|---|---|
| 67 | 1-1/2 |
| 68 | 1-1/4 |
| 69 and over | 1 |

2. Refusal by an eligible employee or disability beneficiary to accept an offer of county employment which is (a) consistent with his or her work restrictions as determined by the chief ~~administrative~~executive officer, and (b) appropriate to his or her training, experience, and/or abilities as determined by the chief ~~administrative~~executive officer.

3. Cessation of total disability, including denial, or termination of, Federal Social Security disability benefits at any time after 24 consecutive months of eligibility for benefit payments.

4. Early or normal retirement from the county within the meaning of Retirement Plan E.

5. For an eligible employee or disability beneficiary who is a general member of Retirement Plan A, B, C, D, or ~~D~~G, and otherwise eligible for continuation of disability benefits under this Plan, failure to apply for any and all retirement benefits after 24 months eligibility for disability payments.

. . .

F. Return to Work Part-Time. An eligible employee or disability beneficiary may return to county employment of a part-time basis pursuant to a program approved

by the chief ~~administrative~~executive officer and may receive disability benefit payments during the period of such employment; provided, however, that 70 percent of any salary, compensation, or income earned under such arrangement shall be subtracted from the basic monthly benefit.

. . .

H. LTD Health Insurance.

1. Benefits for Covered Employee.

a. For disabilities incurred prior to (1) January 1, 2007, for Covered Employees eligible to participate in the Flexible Benefit Plan under subdivision 1 of Chapters 5.27 and 5.28 of this Code, or (2) January 1, 2008, for Covered Employees eligible to participate under either the Local 660 Cafeteria Plan or the Choices Plan: if the Covered Employee timely elects and pays for the 75 percent LTD Health Insurance Benefit in accordance with the terms of the applicable Cafeteria Plan, the Covered Employee is covered by an LTD Health Insurance Benefit that pays for 75 percent of the cost of Applicable Health Insurance Coverage for the employee and his Medical Dependents during the period described in section 5.38.020H.3. The Covered Employee must make monthly contributions to purchase the 75 percent LTD Health Insurance Benefit, in amounts determined by the County, in accordance with the terms of the applicable Cafeteria Plan. The remaining 25 percent of the cost of Applicable Health Insurance Coverage elected by the employee shall be paid for by monthly employee payments in the time and manner determined by the County when the medical insurance coverage is received. Applicable Health Insurance Coverage will not

be provided unless the employee timely remits his or her share of the cost for such coverage.

. . .

3. Duration of LTD Health Insurance Benefit. The LTD Health Insurance Benefit shall be provided: (a) in the case of benefits provided under Section 5.38.020H.1., during the waiting period that total disability benefits are paid under Section 5.38.020; and (b) in the case of benefits provided under Section 5.38.020H.2., until the LTD Health Survivor's death or until the individual no longer qualifies as an LTD Health Survivor.~~; provided, however, that,~~ Notwithstanding the foregoing, in the event an individual receiving LTD Health Insurance Benefits becomes eligible to receive any retiree health insurance coverage from the Los Angeles County Employees Retirement Association ("LACERA"), (whether or not he or she elects to receive that insurance coverage), that individual's LTD Health Insurance Benefits will cease. However, in the case of the LTD Health Survivor of an Eligible Participant or Covered Employee with at least five years but less than ten years of service credited with LACERA and whose disability and/or death as a direct consequence and result of injury or disease did not arise out of and in the course of the performance of his or her assigned duties, the cessation of benefits will be postponed unless and until the LTD Health Survivor has received LTD Health Insurance Benefits for a period of two years.

. . .

**SECTION 19.** Section 5.38.030 is hereby amended to read as follows:

**5.38.030 Claims.**

A. Claim Forms. The county shall furnish the claimant with the appropriate forms for applying for benefits and for filing proof of disability. If such forms are requested by the employee and not furnished in a timely manner by the county, the employee shall be deemed to have complied with the requirements for filing application for benefits under this Plan provided a written notice is submitted covering the occurrence and the character and the extent of the disability for which a claim is made within the period of time provided in this Plan for applying for benefits.

B. Application for Benefits. Application for disability benefits must be filed with the county within five months after the first day of absence due to total disability or as soon thereafter as is reasonably possible. However, in the event application is not made within one year from the first day of absence due to the claimed disability, ~~no benefits shall be paid under this Plan.~~the qualifying period otherwise provided for in this Plan shall be extended by one day for each day the application is delayed beyond one year from the first day of absence due to total disability unless the employee's disability precludes submission of an application within said one year, in which case, the one year deadline may be extended by the CEO or his designee. Consideration of such extension by the CEO or his designee is contingent upon the provision of an application and all required medical documentation as soon as reasonably possible. Notwithstanding the foregoing, no benefits shall be paid under this Plan if application is not made within two years from the first day of absence due to Total Disability, provided,

however, that the CEO or its designee may, in its sole discretion, extend the 30-month deadline if the CEO or its designee determines that extension of the deadline is warranted due to equitable considerations. In addition, the employee shall be required to apply for disability benefits under the Federal Social Security Act and to provide the county with verification of such application within 30 days after applying for disability benefits under this Plan.

C. Proof of Disability. Written proof covering the occurrence, the character, and the extent of disability must be furnished to the county within 90 days after an application for benefits has been filed. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time; provided, that proof is furnished as soon as reasonably possible. However, ~~no benefit shall be payable~~a day-for-day penalty period will be extended to the six-month qualifying waiting period for each day the claim is not completed under this Plan in the event the required Evidence of Disability is not furnished within:

1. One year from the first day of absence, however, the qualifying period otherwise provided for in this Plan shall be extended by one day for each day the proof of disability is delayed beyond one year from the first day of absence due to Total Disability unless the employee's disability precludes submission of an application within said one year, in which case, the one year deadline may be extended by the CEO or his designee. Consideration of such extension by the CEO or his designee is contingent upon the provision of an application and all required medical documentation as soon as reasonably possible. Notwithstanding the foregoing, no benefits shall be paid under this

Plan if application is not made within two years from the first day of absence, provided, however, that the CEO or its designee may, in its sole discretion, extend the 30-month deadline if the CEO or its designee determines that extension of the deadline is warranted due to equitable considerations, due to Total Disability; or

2. In the case of an individual claiming a disability as a consequence of active military service during a military leave of absence, within such longer period as may be authorized by the Chief Executive Officer. For purposes of this subsection C, "Aactive Mmilitary Sservice" shall mean Active Military Service as defined in Section 6.20.080 of this Code.

D. Medical Examination. The county may require such additional proof, as is deemed necessary, including a medical examination at county expense to determine the existence, cause and extent of any injury or sickness which is the basis for a claim for plan benefits.

E. Determination.

1. If the proof received shows to the satisfaction of the chief ~~administrative~~executive officer, that an employee is totally disabled, the basic monthly disability benefit shall become payable to be effective as of the expiration of the qualifying period.

2. Total disability shall in all cases be determined by the chief ~~administrative~~executive officer, except that any final decision of the Social Security Administration concerning a claim for disability benefits under the Federal Social Security Act shall be conclusive and binding upon all parties.

3. If the chief ~~administrative~~executive officer determines after medical examination that an eligible employee or a disability beneficiary is not totally disabled, no disability benefit shall be payable.

F. Appeal. A claimant may appeal, within the established time frames, the denial, cessation, or cancellation of a benefit under this Plan by filing a written notice of appeal with the ~~chief administrative officer within 60 days of the notice of denial, cessation or cancellation of the benefit~~Claims Administrator, together with any pertinent supporting medical documentation. The Claims Administrator shall conduct a full and fair evaluation of the appeal and render a decision. In accordance with the procedures established for such purpose in the Plan Information, the claimant may file a written request for a hearing regarding a denial of benefits by the Claims Administrator. The matter shall then be reviewed by a hearing officer designated by the ~~county~~CEO. The hearing officer shall conduct a full and fair hearing and render a decision, which shall be final. If the employee's disability precludes submission of medical documentation within the established time frames, the deadline for the appeal may be extended by the CEO or his designee. Consideration of such extension is contingent upon the provision of the medical documentation as soon as reasonably possible.

**SECTION 20.** Section 5.38.040 is hereby amended to read as follows:

**5.38.040 Survivor benefits.**

A. 1. Upon the death of:

a. An employee either:

i. As a direct consequence and result of injury or

disease arising out of and in the course of the performance of his or her assigned duties, or

ii. As a direct consequence and result of injury or disease arising out of an in the course of active military service during a military leave of absence, or

iii. After five years of continuous service with the County, or

b. A disability beneficiary; there shall be payable a survivor benefit to his or her surviving spouse or domestic partner consisting of a monthly payment equal to 50 percent of that disability benefit, as defined in Section 5.38.020, to which the disability beneficiary was entitled or the employee would have been entitled if the employee had been totally disabled immediately preceding his or her death; provided, however, effective July 1, 2001 said 50 percent survivor benefit shall be adjusted to 55 percent. This benefit shall continue during and throughout the life of the spouse or domestic partner; provided, however, that no benefit shall be paid to a survivor of a deceased disability beneficiary who was not married to or certified pursuant to Section ~~2.210.020 of this Code~~298.5 of the California Family Code as a domestic partner prior to the qualifying period. If no surviving spouse or domestic partner is entitled to this benefit, or if he or she dies before every child of such deceased employee or deceased disability beneficiary, including a stepchild or adopted child, attains the age of 18 years, then the benefit which the surviving spouse or domestic partner would have received had she or he lived shall be paid to the child or children of

the deceased employee or deceased disability beneficiary under the age of 18 years. For the purposes of this section, "stepchild" means a stepchild that was dependent on the employee for support and maintenance at the time of the employee' s death. Notwithstanding anything herein to the contrary, no benefits shall be payable if such benefits are not permitted pursuant to state or federal law.

2. If the survivor benefit is to be paid to surviving children, then the benefit shall be divided among such children in equal amounts; provided, however, that the right of any such child to share in the benefits shall cease upon his or her death, marriage, or upon attaining the age of 18 years. Notwithstanding any other provision of this subsection, the benefit otherwise payable to the children of the deceased employee or deceased disability beneficiary shall be paid to such children through the age of 21 years if such children remain unmarried and are regularly enrolled as full-time students in an accredited school as determined by the chief ~~administrative~~executive officer.

B. In the event the deceased employee or disability beneficiary was not receiving Social Security disability benefits, the amount of such benefits the employee or disability beneficiary would have received, if otherwise eligible, shall be estimated for the purpose of computing the benefit provided by this section. The chief ~~administrative~~executive officer, upon actuarial advice, shall establish and adjust annually, if required, the table of estimated Social Security disability benefits which shall be utilized in computing the survivor benefits.

C. Should the surviving spouse or domestic partner fail to cooperate with the County for a period of 90 days, the benefit shall be payable to the surviving children of

the deceased employee or deceased disability beneficiary who otherwise meet all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same period shall not subsequently be payable to a surviving spouse or domestic partner.

**SECTION 21.** Pursuant to Government Code 25123(f), this Ordinance shall take effect immediately upon passage.

[527020LSBCEO]