

METROPOLITAN WATER RECLAMATION DISTRICT
RETIREE HEALTH CARE PLAN

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**METROPOLITAN WATER RECLAMATION DISTRICT
RETIREE HEALTH CARE PLAN**

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METROPOLITAN WATER RECLAMATION DISTRICT RETIREE HEALTH CARE PLAN

INTRODUCTION

The Employer adopted the Metropolitan Water Reclamation District Retiree Health Care Plan (the “*Plan*”) effective December 6, 2007 to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their eligible Spouses and Dependents.

The intention of the Employer is that the Plan satisfy the requirements of Section 115 of the Internal Revenue Code of 1986, as amended.

The Employer has amended and restated the Plan effective March 5, 2020.

ARTICLE I

DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

Section 1.01. “*Administrator*” means the individuals or entity appointed by the Employer to carry out the administration of the Plan. In the event an Administrator has not been appointed, or resigns, the Employer shall be deemed to be the Administrator.

Section 1.02. “*Benefit Option*” means one of several options for coverage offered pursuant to the Plan.

Section 1.03. “*Civil Union Partner*” means a person with whom the Eligible Retiree has entered into a civil union as defined by 750 ILCS 75 or a civil union performed in another state.

Section 1.04. “*Child Annuitant*” means a child as of a deceased Employee or Eligible Retiree who is receiving an annuity from the Retirement Fund.

Section 1.05. “*Code*” means the Internal Revenue Code of 1986, as amended.

Section 1.06. “*Contract or Policy*” shall mean (i) any contract, policy or agreement, including without limitation any document setting forth a schedule of benefits, pursuant to which any Benefit Option offered under the Plan is funded and under which part of all of the obligation to provide benefits is transferred to any insurance company, health maintenance organization or similar entity, and (ii) any contract or agreement with a third-party administrator or written plan document or plan description provided to Participants, including without limitation any document setting forth a schedule of benefits, governing any Benefit Option offered under the Plan.

Section 1.07. “*Domestic Partner*” means a person who was in a cohabiting relationship with an Eligible Retiree prior to retirement and who qualified for coverage under an Employer Sponsored health plan.

Section 1.08. “*Election Period*” means the period established by the Administrator immediately prior to the date an individual becomes an eligible Retiree, Surviving Spouse or Child Annuitant or prior to the beginning of a plan year during which an individual may elect coverage or change coverage options in accord with the terms of the Plan and the procedures established by the Administrator.

Section 1.09. “*Eligible Dependent*” means the spouse or child of an Eligible Retiree who satisfies the eligibility requirements of Article II.

Section 1.10. “*Eligible Retiree*” means an Employee of the Employer who has ceased active employment with the Employer and who satisfies the eligibility requirements of Article II or any member of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago who has ceased to be a member and who satisfies the eligibility requirements of Article II.

Section 1.11. “*Employee*” means any person classified by the Employer as an employee (regardless of retroactive reclassification for any purpose) while such individual is so classified.

Section 1.12. “*Employer*” means the Metropolitan Water Reclamation District of Greater Chicago, the Retirement Board of the Retirement Fund, or any affiliate or successor thereof that adopts this Plan with the consent of the Metropolitan Water Reclamation District of Greater Chicago.

Section 1.13. “*Participant*” means any Eligible Retiree or Eligible Dependent while covered by the Plan.

Section 1.14. “*Plan Year*” means the period that begins on January 1st and ends on December 31st.

Section 1.15. “*Retirement Fund*” means the Metropolitan Water Reclamation District Retirement Fund.

Section 1.16. “*Surviving Spouse*” means the spouse, Civil Union Partner or Domestic Partner of a deceased Employee or Eligible Retiree who is receiving an annuity from the Retirement Fund.

Section 1.17. “*Trust Fund*” means the assets of the Metropolitan Water Reclamation District Retiree Health Care Trust as it shall exist from time to time.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

ARTICLE II

ELIGIBILITY

Section 2.01. *Eligible Retiree.* An Employee who was first hired by the Employer after July 1, 2005 shall be an Eligible Retiree if upon ceasing active employment with the Employer: (i) the Employee is credited with at least 10 years of service with the Employer, and (ii) immediately prior to ceasing employment, the Employee was eligible for coverage under an Employer sponsored health plan and (iii) the Employee is receiving a monthly payment from the Retirement Fund. An Employee who was first hired by the Employer on or before July 1, 2005 shall be an Eligible Retiree if (i) immediately prior to ceasing employment, the Employee was eligible for coverage under an Employer sponsored health plan and (ii) the individual is receiving a monthly payment from the Retirement Fund, except that a reciprocal retiree pursuant to the Retirement Fund, 40 ILCS 56/13-101 et seq., whose final employer was not the District, shall be an Eligible Retiree only if the reciprocal retiree has 10 or more years of service with the District. A member of the District's Board of Commissioners shall be an Eligible Retiree provided the member has at least six years of service credit as a member of the District's Board of Commissioners at the time he or she ceases to be a member. Each Eligible Retiree who meets the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan. Notwithstanding anything to the contrary, no person who is reemployed as an Employee after becoming an Eligible Retiree shall be permitted to participate in the plan during any period in which he or she is an Employee.

Section 2.02. *Eligible Dependents.* An Eligible Retiree's lawful spouse, Civil Union Partner or Domestic Partner who was the lawful spouse, Civil Union Partner, or Domestic Partner of the Eligible Retiree on the date the Eligible Retiree ceased active employment with the Employer is an Eligible Dependent. An Eligible Retiree's child is an Eligible Dependent. The child of a Surviving Spouse is an Eligible Dependent, provided that a Surviving Spouse's stepchild from a marriage after the Employee or Eligible Retiree's death shall not be an Eligible Dependent. A Child Annuitant has no Eligible Dependents. Eligible Dependents who meet the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan.

Section 2.03. *Surviving Spouse or Child Annuitant.* A Surviving Spouse or Child Annuitant who meets the eligibility requirements of the applicable Contract or Policy shall be eligible to participate in the Plan.

Section 2.04. *Medicare.* Notwithstanding anything to the contrary herein, any Eligible Retiree, Surviving Spouse, Child Annuitant or Eligible Dependent who is Medicare-eligible is required to enroll in Medicare (Part A and B) in order to participate in this Plan.

Section 2.05. *Participant.* The Administrator shall give each Eligible Retiree or Surviving Spouse or Child Annuitant who meets the requirements of a Contract or Policy written notice of eligibility to participate in the Plan during his or her Election Period. Such Eligible Retiree or Surviving Spouse or Child Annuitant and any Eligible Dependents shall become Participants in the Plan upon the Eligible Retiree's or Surviving Spouse's or Child Annuitant's electing and enrolling in coverage under a Benefit Option in the manner and within the time specified by the Administrator.

Section 2.06. *Changes.* An Eligible Retiree, Surviving Spouse or Child Annuitant may make Plan changes during an annual Election Period established by the Plan Administrator. In addition, an Eligible Retiree will be allowed to enroll in the Plan at any time or make another change if it is caused by a change in his or her employment status or that of a spouse and the Eligible Retiree provides documentation satisfactory to the Administrator. A Participant enrolled in an HMO option under the Plan may change to a different option if they move out of the HMO service area. Notwithstanding anything to the contrary, a Participant who has dropped coverage for any reason may re-enroll only once and then only during an annual Election Period established by the Administrator.

Section 2.07. *Termination.* A Participant's coverage under the Plan terminates on the earlier of (i) the date the Plan terminates, (ii) the date the individual ceases to be eligible under the applicable Contract or Policy, (iii) the date he or she fails to remit any contributions for Plan coverage for which he or she is responsible, (iv) the individual's death, or (v) in the case of a Child Annuitant the date the child ceases to be eligible to receive an annuity from the Retirement Fund.

ARTICLE III

AMOUNT OF BENEFITS

Section 3.01. *Benefits Provided by the Plan.* Benefits provided for under the Plan shall be as provided for in the applicable Contract or Policy.

Section 3.02. *Cost of Coverage.* Contributions by Participants shall be applied to fund benefits, insurance premiums, administrative expenses and other costs of the Plan first, and Employer contributions shall be required only as to the difference between the portion of the benefits, insurance premiums, administrative expenses and other costs funded through contributions by Participants and the total benefits, insurance premiums, administrative expenses and other costs of the Plan. Any reserves or other assets accumulated under the Plan from time to time pursuant to any insurance contract shall be deemed Employer contributions to the extent that such reserves or assets do not exceed the Employer's aggregate contributions during the period in which the reserves or assets are accumulated.

ARTICLE IV

PAYMENT OF BENEFITS

Section 4.01. *Claims for Benefits.* No benefit shall be paid hereunder unless a claim for benefits is made on a form specified by the Administrator, or otherwise pursuant to the procedures specified by the Administrator.

ARTICLE V

PLAN ADMINISTRATION

Section 5.01. *Allocation of Authority.* The Administrator shall control and manage the operation and administration of the Plan. The Administrator shall have the exclusive right to interpret the Plan in its discretion and to decide all matters arising thereunder, including the right

to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following powers and duties:

- (a) To decide questions concerning the Plan and the eligibility of any individual to participate in the Plan, in accordance with the provisions of the Plan;
- (b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Trustee of the Trust Fund, as appropriate, of the amount of such benefits and to direct the Trustee to pay such benefits; and to provide a full and fair review to any claimant whose claim for benefits has been denied in whole or in part;
- (c) To designate other persons to carry out any duty or power which would otherwise be the responsibility of the Administrator, under the terms of the Plan;
- (d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan; and
- (e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

Section 5.02. *Provision for Third-Party Plan Service Providers.* The Administrator may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

Section 5.03. *Several Fiduciary Liability.* To the extent permitted by law, neither the Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

Section 5.04. *Compensation of Administrator.* The Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of its duties shall be paid in accordance with Section 5.06 below.

Section 5.05. *Bonding.* Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

Section 5.06. *Payment of Administrative Expenses.* All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any

third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Administrator in connection with the administration thereof, shall be paid by the Plan to the extent not paid by the Employer.

ARTICLE VI

CLAIMS PROCEDURE

Section 6.01. *Provisions Governing Claims and Appeal Procedures.* The claims and appeals procedures are contained in the applicable Contract or Policy and are incorporated herein.

Section 6.02. *Exhaustion Required.* No action shall be brought against the Plan, the Administrator or any Plan fiduciary in any court unless the applicable claims and appeals procedures have been fully exhausted.

ARTICLE VII

AMENDMENT OR TERMINATION OF PLAN

The Employer reserves the right in its discretion to amend or terminate the Plan at any time for any reason, without advance notice.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01. *No Employment Rights Conferred.* Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

Section 8.02. *No Assignment.* No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person or institution, and any attempt to do so shall be void. The Plan may at the sole and absolute discretion of the Administrator, pay benefits directly to an institution in which a Participant has been admitted as inpatient or to any provider of health care services or supplies in consideration for such services or supplies regardless of the presence or absence of an assignment of benefits or other form of benefit directive. No such payment by the Administrator or the Plan shall obligate either the Administrator or the Plan to make any other such payments nor be deemed as a waiver of the Administrator's or the Plan's right and authority to deny other such payments or to enforce the provisions of this Section. The Plan may also, at the sole and absolute discretion of the Administrator, pay benefits directly to a Participant regardless of any purported benefit assignment. When benefits are so paid to a Participant, the Participant is solely responsible for reimbursing the provider. Payment as described in this Section shall release and discharge the Plan, Administrator, and Employer from any and all liability for all related charges (without regard to whether or not such related charges are otherwise covered under the Plan) for the services or supplies. No Participant may assign to any person or institution his or her right to file a claim and/or an appeal under the Plan's claims and appeal procedures. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or

charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent or beneficiary of such person, in such manner and proportion as he may deem proper.

Section 8.03. *Mental or Physical Incompetency.* If the Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, the Administrator may cause all payments thereafter becoming due to such person to be made to any duly and legally constituted personal representative of such payee for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Administrator and the Employer.

Section 8.04. *Inability to Locate Payee.* If the Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment shall be forfeited and may be applied to other Plan purposes; provided, however, if the person to whom such payment was attempted subsequently appears and makes demand for such payment, the Administrator shall direct that such payment be made, without interest unless required by law.

Section 8.05. *Requirement of Proper Forms.* All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Administrator or otherwise made in accordance with procedures approved by the Administrator.

Section 8.06. *Venue.* Any action in connection with the Plan by a Participant or any other person may be brought only in either a federal district court sitting within the Northern District of Illinois or in Cook County circuit court.

Section 8.07. *Statute of Limitations.* Any cause of action against the Plan, the Administrator or any Plan fiduciary in any court must be brought if at all within one year after the cause of action accrued. A cause of action shall be deemed to have accrued on the earlier of the following: (i) when the claimant has exhausted his or her administrative remedies under the Plan, or (ii) when the Plan fiduciary has clearly repudiated the claim and such repudiation is known to the claimant.

Section 8.08. *Construction.* The terms and provisions of the Plan shall be construed in accordance with and in a manner to bring the Plan in conformity with Illinois state law, the Code and other applicable law.

Section 8.09. *Tax Effects.* Neither the Employer nor the Administrator makes any warranty or other representation as to the treatment under federal or state income tax law of benefits paid pursuant to the Plan.

Section 8.10. *Multiple Functions.* Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

Section 8.11. *Gender and Number.* Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

Section 8.12. *Headings.* The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

Section 8.13. *Applicable Laws.* The provisions of the Plan shall be governed by the laws of the State of Illinois.

Section 8.14. *Severability.* Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

Section 8.15. *Counterparts.* This document may be executed in two or more counterparts, any one of which shall constitute an original without reference to the others.

ARTICLE IX – PROTECTED HEALTH INFORMATION

Section 9.01. *Permitted Uses and Disclosures of Protected Health Information.* This Article shall apply to the extent the Plan is a Covered Entity subject to the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”).

The Plan shall use and disclose Covered Individuals’ protected health information and electronic protected health information, as defined in 45 CFR § 160.103 (“Protected Health Information”), in accordance with the uses and disclosures required and permitted by HIPAA, the regulations thereunder and the Employer’s HIPAA Privacy and Security Policies and Procedures. This includes, but is not limited to the following uses and disclosures by the Plan:

- (a) The Plan may use or disclose PHI for its own payment and health care operations;
- (b) The Plan may disclose PHI for treatment activities of a health care provider;
- (c) The Plan may disclose PHI to another covered entity or a health care provider for the payment activities of that entity;
- (d) The Plan may disclose PHI to another covered entity for health care operations of that covered entity, if both the Plan and covered entity has or had a relationship with the individual, the PHI pertains to such relationship, and the disclosure is for one of the following purposes: conducting quality assessment and improvement activities, evaluating Plan performance, and conducting or arranging for medical review, legal services and auditing functions, including health care fraud and abuse detection or compliance;

- (e) The Plan may disclose PHI to another covered entity that participates in an organized health care arrangement with the Plan, for any health care operations activities of the organized health care arrangement; or
- (f) The Plan may use or disclose PHI in accordance with a specific authorization executed by an individual.

In no event shall the Employer be permitted to use or disclose Protected Health Information in a manner that is inconsistent with 45 CFR §164.504(f).

Section 9.02. *Conditions of Use and Disclosure.* The Employer agrees that with respect to any Protected Health Information disclosed to it by the Plan that it shall:

- (a) Not use or further disclose the Protected Health Information other than as permitted or required by the Plan or as required by law;
- (b) Ensure that any agents, including a subcontractor, to whom the Employer provides Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to Protected Health Information;
- (c) Not use or disclose Protected Health Information for employment-related actions and decisions;
- (d) Not use or disclose an individual's Protected Health Information in connection with any other benefit or employee benefit plan of the Employer unless appropriate prior authorization is obtained or unless such use or disclosure is to another covered entity that participates in an organized health care arrangement with the Plan and is for the health care operation activities of the organized health care arrangement;
- (e) Report to the Plan's Privacy Officer any use or disclosure of Protected Health Information that is inconsistent with the uses or disclosures provided for in the Plan of which it becomes aware;
- (f) Make available Protected Health Information in accordance with 45 CFR §164.524;
- (g) Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 CFR §164.526;
- (h) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- (i) Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with subpart E of 45 CFR §164;
- (j) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and

disclosures to those purposes that make the return or destruction of the information infeasible;

- (k) Ensure that adequate separation, as required by required in 45 CFR §504(f)(2)(iii) and the terms of the Plan, is satisfied.
- (l) If the Employer receives electronic protected health information, as defined in 45 CFR §160.103, it shall:
 - (i) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan;
 - (ii) Ensure that the adequate separation between the Plan and the Employer with respect to electronic protected health information is supported by reasonable and appropriate security measures;
 - (iii) Ensure that any agent, including a subcontractor, to whom it provides electronic protected health information to implement reasonable and appropriate security measure to protect the electronic protected health information; and
 - (iv) Report to the Plan any security incidents of which it becomes aware concerning electronic protected health information.

Section 9.03. *Adequate Separation Between the Plan and Employer.* In accordance with HIPAA, only the individuals whose positions or functions are described in the Employer's HIPAA Privacy and Security Policies and Procedures shall be given access to Protected Health Information.

The access to and use of Protected Health Information by the individuals described above shall be restricted to the plan administration functions that the Employer performs for the Plan.

An individual described above who fails to comply with the provisions of the plan document relating to the use and disclosure of Protected Health Information shall be subject to disciplinary action under the Employer's established policies and procedures.

Section 9.04. *Certification by the Employer.* The Plan shall disclose Protected Health Information to the Employer only upon the receipt of a certification by the Employer that the Plan has been amended to incorporate the provisions of 45 CFR §164.504(f)(2)(ii), and that the Employer agrees to the conditions of disclosure set forth in Section 12.2. The Plan shall not disclose Protected Health Information to the Employer as otherwise permitted herein unless the statement required by 45 CFR §164.520(b)(1)(iii)(C) is included in the appropriate notice.

IN WITNESS WHEREOF, the Employer, acting through its duly authorized officers, adopted this amended and restated Retiree Health Care Plan.

**THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO**

By _____
Frank Avila
Chairman, Committee on Finance

By _____
Mary Ann Boyle
Treasurer

By _____
Beverly K. Sanders
Director of Human Resources

By _____
Brian A. Perkovich
Executive Director

ATTESTED TO BY:

Jacqueline Torres
Clerk of the Metropolitan Water Reclamation
District of Greater Chicago
Date: _____

APPROVED AS TO FORM AND LEGALITY:

Lisa A. Goldberg
Deputy General Counsel

Susan T. Morakalis
General Counsel