

**Multnomah County**  
**PLAN DOCUMENT**  
**Transportation Fringe Benefit Plan**

*Effective: 1/1/2024*

With Third Party Administrative Services Provided By:



**This document explains in detail the operation and rules that govern your Plan.**

**Table of Contents**

**ARTICLE I - Purpose of Plan and Legal Status ..... 4**

1.01 Purpose

1.02 Exclusive Benefits

**ARTICLE II – Definitions ..... 5**

**ARTICLE III - Eligibility and Participation ..... 7**

3.01 General

3.02 Salary Reduction Elections

3.03 Changes in Eligibility

3.04 Transportation Carryover Provision

3.05 Forfeited Funds

**ARTICLE IV – Election Rules and Procedures ..... 9**

4.01 Elections When First Eligible

4.02 New and Reinstated Participants

4.03 Election Procedure

4.04 Changes of Elections

**ARTICLE V – Benefit Options and Method of Funding ..... 10**

5.01 Benefits Offered

5.02 Participant Contributions

5.03 Funding this Plan

**ARTICLE VI – Benefits ..... 11**

6.01 Transportation Fringe Benefit Plan

6.02 Eligible Transportation Expenses

6.03 Transit Pass Benefit

6.04 Qualified Parking Benefits

6.05 Reimbursement

6.06 Procedure if Benefits are Denied under this Plan

**ARTICLE VII – Administration ..... 13**

7.01 Plan Administrator (The Employer)

7.02 Delegation

7.03 Powers and Duties

7.04 Establishment of Account

7.05 Reliance on Participant

7.06 Inability to Locate Payee

7.07 Effect of Mistake

7.08 Expenses of Administration

7.09 Liability

**ARTICLE VIII – General Provisions ..... 15**

8.01 Amendment or Termination

8.02 Governing Law  
8.03 Code Compliance  
8.04 No Guarantee of Tax Consequences  
8.05 No Contract of Employment  
8.06 Non-Assignability of Rights  
8.07 Indemnification of the Third Party Administrator and Plan Administrator  
8.08 Severability

**ARTICLE IX – Appeals Procedure ..... 16**

9.01 Procedure if Benefits are Denied under this Plan  
9.02 Appeals  
9.03 Decision on Review

## **ARTICLE I - Purpose of Plan and Legal Status**

Multnomah County (the "Employer") hereby adopts this Transportation Fringe Benefit Plan (the "Plan"), effective as of the date specified in Section III of the Summary Plan Description, either as an initial establishment of a Transportation Fringe Benefit Plan or as the restatement of a previously implemented Plan.

**1.01 Purpose** This Plan is intended to provide transportation fringe benefits that qualify for exclusion from income under Section 132 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations issued pursuant thereto and shall be interpreted to accomplish that objective.

**1.02 Exclusive Benefits** This Plan shall be maintained for the exclusive benefits of Employees and is intended to provide them with certain nontaxable benefits or a choice of such benefits or cash.

## ARTICLE II - Definitions

- 2.01** “**Transportation Carryover Provision**” means unused amounts in a Participant’s Transit and/or Parking Account may carry forward and remain available to reimburse eligible expenses incurred in later years.
- 2.02** “**Change in Status**” has the meaning described in Article 4.04.
- 2.03** “**Code**” means the Internal Revenue Code of 1986, as it may be amended.
- 2.04** “**Compensation**” means all the earned income, salary, wages and other earnings paid by the Employer to a Participant during a plan year, including any amounts contributed by the Employer pursuant to a salary reduction agreement which are not includable in gross income under Sections 125, 132(f)(4), 401(k), 403(b), 408(k) or 457(b) of the Code.
- 2.05** “**Effective Date**” of this Plan is the date specified in Section III of the Summary Plan Description.
- 2.06** “**Enrollment Materials**” means the agreement by an eligible Employee authorizing the Employer to reduce the Employee’s Compensation while a Participant during the plan year for purposes of obtaining Benefits under the Plan.
- 2.07** “**Eligible Employee**” means an individual that the Employer classifies as a common-law employee and who is on the Employer’s W-2 payroll. “Employee” does not include all individuals who perform independently contracted services for the Employer.
- 2.08** “**Entry Date**” means the date in which the Employee becomes eligible to participate in the Plan.
- 2.09** “**Monthly Benefit Limitation**” means the limitation imposed by Code 132(f) (2) and guidance issued thereunder on the exclusion of qualified transportation fringe benefits from gross income. Such Monthly Benefit Limitation shall be adjusted for inflation as provided in Code 132(f) (6).
- 2.10** “**Open Enrollment Period**” means with respect to a plan year the month preceding the plan year, or such other period as may be prescribed by the Employer.
- 2.11** “**Participant**” means any Employee who has satisfied the eligibility requirements of Article 3.01 and has not, for any reason, become ineligible to participate in the Plan.
- 2.12** “**Period of Coverage**” means the plan year, or other period during which qualified benefits are provided under the Plan for that specified period. The period of coverage for each qualified benefit need not be the same. The period of coverage may be specified in Section III of the Summary Plan Description or be limited by the form in which the qualified benefit is provided (i.e., a Transit Pass for a month).
- 2.13** “**Plan**” means this Transportation Fringe Benefit Plan as set forth herein and as amended time to time.

**2.01 “Plan Administrator”** means Multnomah County. The contact person is the Human Resources Manager for Multnomah County, who has the full authority to act on behalf of the Administrator, except with respect to appeals, for which the Committee or other designated person(s) have the authority to act on behalf of the Administrator, as described in Article 7.01.

**2.14 “Plan Year”** means the period of time specified in Section III of the Summary Plan Description.

**2.15 “Qualified Benefits”** means one or more of the following, as specified in Section III of the Summary Plan Description: (a) Transit Pass Benefits in connection with travel between the Participant’s residence and place of employment or (b) Qualified Parking Benefits.

**2.16 “Qualified Parking”** means (a) parking provided to a Employee by an Employer on or near the Employer’s business premises including parking on or near the Employee’s regular place of Employment; or at a location from which the Employee commutes to his or her regular place of Employment.

**2.17 “Salary Reduction”** means the amount by which the Participant’s Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable Plan, before any applicable state and/or federal taxes have been deducted from the Participant’s Compensation (i.e., on a pre-tax basis).

**2.18 “Section 132”** means Section 132 of the Code, including the proposed regulations, any final regulations, and all other authoritative guidance thereunder.

**2.19 “Third Party Administrator”** means PacificSource Administrators (“PSA”).

**2.20 “Transit Pass”** means any pass, token, farecard, voucher, or similar item entitling a person to transportation (or transportation at a reduced price) on mass transit facilities or transportation provided by any person in the business of transporting persons for compensation or hire if such transportation is provided in a vehicle that has seating capacity for at least 6 adults, not including the driver.

**2.21 “Transportation Expenses”** means those qualified expenses incurred or paid by the Employee to purchase or pay for Transit Pass and/or Qualified Parking Expenses incurred or paid for purposes of transportation between an Employee’s residence and regular place of Employment.

## ARTICLE III - Eligibility and Participation

**3.01 General** Once an Employee has met the Plan's eligibility requirements, the Employee may commence participation in the Plan as of the Entry date specified by the Employer.

**A Participant shall cease to be a Participant in the Plan as of the earliest of:**

- The first day of a plan year for which the Participant declines to participate in any Plan provided under the Plan;
- In the case of a Participant who ceases to satisfy the eligibility requirements as specified in Section III of the Summary Plan Description, the date as of which the individual ceases to have a right to any benefit under the Plan;
- The date on which the Participant ceases to be an Employee of the Employer; or
- The date on which the Plan is terminated.

A former Participant will be reinstated as a Participant if and when he or she again satisfies the eligibility requirements.

**3.02 Salary Reduction Elections** Participation for an individual receiving qualified benefits through salary reduction elections shall not begin until the election to which the qualified benefit relates becomes effective. The Employer shall set rules regarding when a salary reduction election is effective and apply such rules on a reasonable and consistent basis. If no such rules are prescribed by the Employer, then a salary reduction election is effective as soon as reasonably administratively feasible after such election is received by the Employer.

### 3.03 Changes in Eligibility

- (a) If an Employee terminates employment or ceases to be eligible to participate but remains an Active Employee (such as a reduction of hours), all salary reductions will cease; however, the following rules will apply:
- a. **Parking:** Qualified parking expenses incurred during the Period of Coverage prior to termination or loss of eligibility are eligible for reimbursement through the Plan Year ending date from any amounts credited to an Employee's account at the time they terminated employment or stopped being eligible. Any portion not used for qualified parking expenses incurred or paid prior to the termination or loss of eligibility will be forfeited. All amounts described as forfeited shall be forfeited to the Employer and cannot be refunded to the Employee.
  - b. **Transit:** Amounts credited to an Employee's account at the time they terminated employment or stopped being eligible will be forfeited. All amounts described as forfeited shall be forfeited to the Employer and cannot be refunded to the terminated Employee.
- (b) If an Employee is rehired or regains eligibility during the same plan year, eligibility requirements are set by the Employer and designated in Section III of the Summary Plan Description.

### 3.04 Transportation Carryover Provision

- (a) **Carryover of Unused Amounts for Employees** When the Carryover Provision is permitted, any balance remaining in a Participant's Transit and/or Parking Account at the

end of a coverage period shall be carried over to reimburse the Participant for Transportation Expenses incurred or paid during a subsequent period of coverage. When the Carryover Provision is not permitted, any balance remaining in a Participant's Transit and/or Parking Account at the end of a coverage period shall be forfeited after the runout period.

**(b) Forfeiture of Unused Amounts upon Termination of Employment** If any balance remains in the Transit and/or Parking Account for a period of coverage after all reimbursements have been made for the period of coverage and the Participant terminates employment following such Period Coverage such balances will not be carried over to reimburse the Participant for Transportation Expenses incurred or paid during a subsequent period of coverage. The Participant shall forfeit all rights with respect to such balance. In addition, any balance remaining in the Participants account that are unclaimed by the close of the plan year following the period of coverage in which the Transportation Expense was incurred or paid shall be forfeited and applied as describe in Article 3.05.

**3.05 Forfeited Funds** All forfeitures under this Plan shall be used as follows; first, to offset any losses experienced by the Employer during the plan year; second, to reduce the cost of administering the Plan (all such administrative costs shall be documented by the Employer); and third, to provide increased benefits or compensation to Participants in subsequent years in a uniform fashion that the Employer deems appropriate, consistent with applicable regulations.



## ARTICLE IV - Election Rules and Procedures

**4.01 Elections When First Eligible** A Participant's initial election (including an election to resume participation by an Eligible Employee who ceased participating) shall be made by submitting properly completed Enrollment Materials to the Employer before (a) the first day of the period of coverage in which coverage commences (or such earlier deadline as the Employer shall determine in its sole discretion) and (b) the date on which the Transportation Benefits to which the election relates are provided. (For purposes of determining whether the latter requirement is met, the date on which Transportation Benefits are "provided" is (a) the date the Employee receives a Voucher or similar item; or (b) in any other case, the date the Employee uses the Transportation Benefit.)

A Participant's election will automatically renew for subsequent periods of coverage unless the Eligible Employee submits new Enrollment Materials to the Employer in accordance with this Article IV, in which case the Eligible Employee's initial election will end immediately before the first day of the first period of coverage to which the new election relates, or if earlier, when the Eligible Employee ceases to be a Participant.

**4.02 New and Reinstated Participants** A Participant may make a new election for future periods of coverage by submitting properly completed Enrollment Materials to the Employer. The new Enrollment Materials must be submitted to the Employer before (a) the first day of the first period of coverage to which the new election applies (or such earlier deadline as the Employer shall determine in its sole discretion); and (b) the date on which the Transportation Benefits to which the election relates are "provided."

An election pursuant to this section will automatically renew for subsequent periods of coverage unless the Participant submits additional Enrollment Materials to the Employer, in which case the Eligible Employee's then current election will end immediately before the first day of the first period of coverage to which the replacement election applies, or if earlier, when the Eligible Employee ceases to be a Participant.

**4.03 Election Procedure** The Employee must make an affirmative election to participate every year by turning in completed Enrollment Materials prescribed by the Employer or the Employee will be deemed to have elected not to participate. An Employee who fails to submit properly completed Enrollment Materials to the Employer for all subsequent plan years is considered to have elected not to participate for the new plan year.

**4.04 Change of Elections** A Participant may modify or revoke his or her election as frequently as allowed in Section III of the Summary Plan Description. However, a Participant may not modify or revoke an election for a period after the Participant is able to currently receive the cash or other taxable amount or after the beginning of the period of coverage for the Qualified Benefit being provided. New elections will be effective no sooner than the first day of the payroll period coincident with or immediately following the date the Participant files a new election with the Employer, provided such election relates to Qualified Benefits to be provided in a subsequent period of coverage.

## ARTICLE V - Benefit Options and Method of Funding

**5.01 Benefits Offered** The Employee may elect to reduce his or her salary or wages as of their entry date in the Plan to participate one or more of the following Transportation Benefits:

- Transit Pass Benefits
- Qualified Parking Benefits

**5.02 Participant Contributions** Participants who elect Benefits under the Plan must pay for their share of the cost on a pre-tax salary reduction basis by completing the appropriate Enrollment Materials.

The salary reduction per pay period for a Participant is, for the Transportation Benefits elected, an amount equal to the Participant's share of the cost for such benefits times the number of monthly periods of coverage remaining in the plan year (commencing with the first period of coverage elected by the Participant), divided by the number of pay periods remaining in the plan year, or as otherwise agreed upon between the Employer and the Participant.

**5.03 Funding This Plan** All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer or PSA to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which benefits are paid. While the Employer has complete responsibility for the payment of benefits out of its general assets, it may hire an outside paying agent to make benefit payments on its behalf. The maximum amount of contributions that may be made under this Plan for a Participant (including both Employer and Participant contributions) for a period of coverage is the total Cost for that period of coverage of the Transportation Benefits elected, subject to the limits described in Section III of the Summary Plan Description.

## ARTICLE VI - Benefits

**6.01 Transportation Fringe Benefit Plan** Upon becoming eligible, and to the extent authorized in Section III of the Summary Plan Description, a Participant may elect in writing on their Enrollment Materials to reduce his or her salary or wages each pay day and to have the amount of the reduction contributed to a Transit or Parking Account on such Participant's behalf.

The Employer will establish and maintain a Transit or Parking Account for each Participant who elects to establish such an account. From amounts credited to a Participant's account during the plan year, there shall be paid from time to time reimbursement of Transportation Expenses incurred by the Participant during the plan year.

**6.02 Eligible Transportation Expenses** A Participant may receive reimbursement for Transportation Expenses incurred or paid during the period of coverage for which an election is in force, provided that the Participant is currently an Employee at the time the Transportation Benefit is "provided," as described in Article 4.01. A Transportation Expense is incurred at the time the transportation service giving rise to the expense is furnished. A Transportation Expense is paid when the Participant pays for the service; it is not paid when the Participant is formally billed for or charged for the service.

**6.03 Transit Pass Benefit** The Transit Pass Benefit may be provided in any form that is readily exchangeable for transportation or transportation at a reduced fee provided for commuting on mass transit facilities (whether or not publicly owned). Transit Passes may be distributed in advance to Participants, but shall not be distributed in advance of three months.

**(a) Method of Providing Transit Pass Benefits** The Transit Pass Benefit may be provided either (1) directly by the Employer; (2) through a salary reduction arrangement, subject to the elections described below; or (3) reimbursed by the Employer either from its own funds or from salary reduction elections.

**(b) Monthly Benefit Limitation.** No salary reduction election for any month may exceed the Monthly Benefit Limitation as reduced by benefits provided other than by salary reduction. Transit Pass Benefits that are distributed to Participants for more than one month, but not more than 12 months, are qualified and excludable to the extent the value of the Transit Pass Benefits allocable to any such month does not exceed the Monthly Benefit Limitation described in the preceding sentence. The Monthly Benefit Limitation for Transit Pass Benefits is determined without regard to Qualified Parking Benefits provided to the Participant for such month.

**6.04 Qualified Parking Benefits** The Qualified Parking Benefit may be provided in any form that is readily exchangeable for parking on or near the Employer's business premises (including parking on or near the Employee's regular place of Employment) or at a location from which the Employee commutes to his or her regular place of Employment (i.e., carpooling, mass transit facilities).

**(a) Method of Providing Qualified Parking Benefits** The Qualified Parking Benefit may be provided either (1) directly by the Employer; (2) through a salary reduction arrangement, subject to the elections described below; or (3) reimbursed by the Employer either from its own funds or from salary reduction elections.

**(b) Monthly Benefit Limitation** No salary reduction election for any month may exceed the

Monthly Benefit Limitation as reduced by benefits provided other than by salary reduction. The Monthly Benefit Limitation for Qualified Parking is determined without regard to Transit Pass Benefits provided to the Participant for such month.

**6.05 Reimbursement** This Plan shall reimburse the Participant from the Participant's Parking Account for expenses incurred during a period of coverage after such individual has become a Participant with respect to that benefit.

**(a) Qualified Parking Benefits:** In order to obtain reimbursement for Qualified Parking Expenses, a Participant may submit their request for reimbursement to PSA in such form and in such detail as PSA may prescribe with the following information:

- The amount, date and nature of the expense.
- The name of the person, organization or entity to which the expense was or is to be paid.
- A written statement from an independent third party verifying the expenses incurred and the amount of such expenses
- A statement that the expenses have not been reimbursed and are not reimbursable under any other plan.
- Such other information as PSA may from time to time require.

A Participant must seek reimbursement for Transportation Expenses within the time period specified in Section III of the Summary Plan Description.

**6.06 Procedure If Benefits Are Denied Under This Plan** If a claim for reimbursement under this Plan is wholly or partially denied, a written notice of adverse benefit determination shall be furnished to the claimant within a reasonable period of time, see the appeals procedure in Article IX.

## ARTICLE VII - Administration

**7.01 Plan Administrator (The Employer)** The administration of the Plan shall be under the supervision of the Employer. It shall be a principal duty of the Employer to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them.

**7.02 Delegation** The Plan Administrator shall have the right to delegate a Third Party Administrator ("TPA") to carry out any and/or all of its responsibilities for control and management of the operation and administration of the Plan. The Employer has designated PacificSource Administrators, Inc. ("PSA") to act as the Third Party Administrator. PSA may resign at any time or may be removed or replaced by the Employer at any time.

**7.03 Powers and Duties** The Plan Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. It shall have the exclusive right to interpret the Plan and to decide all matters and all determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Employer shall have the following discretionary authority:

- (a) To construe and interpret the provisions of the Plan;
- (b) To decide all questions of eligibility and participation, and question of benefits under this Plan;
- (c) To prescribe procedures to be followed and the materials to be used by Employees and Participants to make elections pursuant to this Plan;
- (d) To prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Employer determines to be appropriate;
- (e) To request and receive from all Employees and Participants such information as the Employer shall from time to time determine to be necessary for the proper administration of this Plan;
- (f) To furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Employer determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's compensation has been reduced in order to provide benefits under this Plan;
- (g) To receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Employer determines from time to time to be necessary and proper;
- (h) To employ any agents, attorneys, accountants or other parties (who may also be employed by the Employer) and to allocate or delegate to them such powers or duties as is necessary to assist in the proper and efficient administration of the Plan, provided that such allocation or delegation and the acceptance thereof is in writing;
- (i) To appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants; and

- (j) To maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

**7.04 Establishment of Account** The Employer will establish and maintain a Transit and/or Parking Account with respect to each Participant who has elected to participate in the Plan, but it will not create a separate fund or otherwise segregate assets for this purpose. The account will be merely a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures.

(a) **Crediting of Accounts** A Participant's account will be credited during each period of coverage with an amount equal to the Compensation Reductions taken to pay the Participant's share of the Participant's Transportation Benefits.

(b) **Debiting of Accounts** A Participant's account for a plan year or other period of coverage will be debited for any reimbursement of eligible expenses incurred during such period.

(c) **No Negative Balance** A Participant's account may not have a negative balance during a period of coverage.

**7.05 Reliance on Participant** The Employer may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Employer will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Employer.

**7.06 Inability to Locate Payee** If PSA is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

**7.07 Effect of Mistake** In the event of a mistake as to the eligibility or participation of an Employee, the Employer or PSA shall to the extent that it deems administratively possible affect such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action may include withholding of any amounts due to the Plan or the Employer from compensation paid by the Employer.

**7.08 Expenses of Administration** The usual and reasonable expenses of PSA shall be paid by the Employer or the Participant, and any expenses not paid by the Employer or the Participant shall not be the responsibility of PSA.

**7.09 Liability** To the extent permitted by law, the Employer and PSA shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

## ARTICLE VIII - General Provisions

**8.01 Amendment or Termination** The Employer has established the Plan with the intention and expectation that it will be continued, but the Employer will have no obligation to maintain the Plan, and the Employer may terminate all or any part of this Plan at any time hereafter without liability. Upon termination of the Plan, all elections and reductions in compensation relating to the Plan shall terminate, and reimbursements shall be made as if all Employees had terminated employment. The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business.

**8.02 Governing Law** The Plan shall be construed, administered and enforced in accordance with law of the State where the Employer is headquartered, to the extent not superseded by the Code, ERISA, or any other federal law.

**8.03 Code Compliance** It is intended that this Plan meet all applicable requirements of the Code, and of all regulations issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

**8.04 No Guarantee of Tax Consequences** The Employer makes no commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Employer if the Participant has any reason to believe that such payment is not so excludable.

**8.05 No Contract of Employment** Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be employed at the will of the Employer.

**8.06 Non-Assignability of Rights** The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent as required by law.

**8.07 Indemnification of the Third Party Administrator and Plan Administrator** If any Participant receives one or more payments or reimbursements under Article 5.01 that are not for Transportation Expenses, such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

**8.08 Severability** If any provision of the Plan is declared invalid or unenforceable, such provision will not affect the remainder of the Plan which shall be construed as if such provision had not been inserted.

## ARTICLE IX - Appeals Procedure

**9.01 Procedure if Benefits are Denied under this Plan** If a claim for reimbursement or benefit under this Plan is wholly or partially denied, such claim shall be administered in accordance with the procedure set forth below and in the Summary Plan Description of this Plan. The Appeals Committee, separate and distinct from the individual(s) that adjudicate the claims, shall act on behalf of the Employer with respect to appeals. An external review process shall be provided as legally required and as further set forth below.

If PSA denies a claim, in whole or in part, the Employee will be notified in writing within 30 days of the date PSA receives the claim. The 30-day period may be extended for an additional 15 days for matters beyond PSA's control, such as situations where a claim is incomplete. PSA will provide written notice of any extension, describing the reasons for the extension and the date by which he or she can expect a decision. Where a claim is incomplete, the extension notice will describe the information still needed by PSA and allow 45 days from receipt of the notice to provide the additional information. If this happens, it will have the effect of suspending any decision on the claim until the specified information is provided.

If PSA denies a claim, the Employee will receive a notice that includes the following elements:

- The specific reason or reasons for the denial;
- The specific Plan provision or provisions that support the denial;
- A description of any items or information the Employee would need to validate the claim and an explanation of why the added material is necessary; and
- A description of the steps to appeal the denial, including the Employee's right to submit written comments, his or her right to review (upon request and at no charge) relevant documents and other information, and the Employee's right to file suit under ERISA (where applicable) with respect to any adverse determination after appeal of the claim.

**9.02 Appeals** The Employee may appeal a claim denial by submitting a Request for Review (or other written appeal request) to PSA within 180 days of the date of notice of the claim denial. If the Employee does not appeal on time, he or she will lose the right to appeal the denial and the right to file suit in court. The written appeal should state the reasons that he or she feels the claim should not have been denied, and should include any additional items or information that he or she feels supports the claim. The appeal process will provide the Employee with the opportunity to ask additional questions and make written comments, and he or she may review (upon request and at no charge) documents and other information relevant to the appeal.

**9.03 Decision on Review** PSA will review the Employee's appeal in a reasonable time, but within 60 days after receiving the request. PSA may, in its discretion, hold a hearing on the denied claim. If upon review a decision is reached to affirm the original denial of the claim, the Employee will receive a notice of that determination, which will include the following elements:

- (a) The specific reason or reasons for the decision on review;
- (b) The specific Plan provision or provisions that motivated the decision;
- (c) A statement of the Employee's right to review (upon request and at no charge) relevant documents and other information;
- (d) If "internal rules, guidelines, protocols, or other similar criteria" (collectively referred to as



“internal guidelines”) are relied on in making the decision on review, a description of the specific internal guidelines, or a statement that such internal guidelines were relied on, and a copy of the internal guidelines will be provided free of charge to the Employee upon request; and

\* \* \*

This document is executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Multnomah County**

By: \_\_\_\_\_

Title: \_\_\_\_\_