

**Amendment Six to the
Public Employees Retirement System of Ohio
VEBA Health Plan**

WHEREAS, the Public Employees Retirement System of Ohio VEBA Health Plan ("Plan") was originally effective January 1, 2003;

WHEREAS, the Public Employees Retirement Board, as Trustees of the Plan ("Trustees"), reserved the right to amend the Plan pursuant to Article X of the Plan;

WHEREAS, the Trustees now desire to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended as follows, effective on the date executed below:

1. **The Title of the Plan**, is hereby amended to be and read as follows:

Public Employees Retirement System of Ohio Retiree Medical Account

2. **The Preamble of the Plan**, describing the establishment of the Plan is hereby amended to be and read as follows:

WHEREAS, the Public Employees Retirement System of Ohio ("System") desires to promote the health and efficiency of its Members, and

WHEREAS, the System is authorized by section 145.83 of the Ohio Revised Code to establish a program under which Participants in the Public Employees Retirement System of Ohio Defined Contribution Plan ("Defined Contribution Plan") will have a portion of the amount under sections 145.86 and 145.88 of the Ohio Revised Code contributed to ~~a voluntary employees beneficiary association, within the meaning of the trust established by the OPERS TR Agreement for Funding Employee Benefit Plans (the "Trust")~~ under Section 501(e)(9)-115 of the Internal Revenue Code ("Code"), for the purpose of providing funds to the Participant and their Dependents for the payment of health, medical, hospital, surgical, dental, or vision care expenses, including insurance premiums, deductible amounts, or copayments;

WHEREAS, subject to appropriate enabling legislation and approval from the Internal Revenue Service, eligible Participants in the Defined Contribution Plan, the Public Employees Retirement System of Ohio Defined Benefit Plan, or the Public Employees Retirement System of Ohio Combined Defined Benefit/Defined Contribution Plan, may make additional voluntary employee contributions for the purpose of funding health, medical, hospital, surgical, dental, or vision care expenses, including insurance premiums, deductible amounts, or copayments;

NOW THEREFORE, effective January 1, 2003, the System hereby establishes the Public Employees Retirement System of Ohio Retiree Medical Account, formerly named the Public Employees Retirement System of Ohio VEBA Health Plan through June 30, 2016, the Plan for the ~~Public Employees Retirement System of Ohio VEBA Trust, a trust which constitutes a voluntary employees beneficiary association pursuant to Code Section 501(e)(9)~~ Trust established pursuant to Code Section 115.

3. **Section 1.16 of the Plan**, defining "Plan" is hereby amended to be and read as follows:

1.16 "Plan" means the Public Employees Retirement System of Ohio ~~VEBA Health Plan~~ Retiree Medical Account established pursuant to section 145.83 of the Ohio Revised Code and the appropriate enabling legislation, and as described in this Plan document.

4. **Section 1.22 of the Plan**, defining "Trust" is hereby amended to be and read as follows:

1.22 "Trust" means the ~~Public Employees Retirement System of Ohio VEBA Trust~~ trust established by the OPERS TR Agreement for Funding Employee Benefit Plans (the "Trust") established under Section 115 of the Code.

5. **Section 2.06 of the Plan**, describing Transfers is hereby amended to be and read as follows:

The Trustees, upon such terms and conditions as they deem appropriate, may accept into the Trust Fund a transfer of assets from another plan and trust which meets the requirements of a ~~voluntary employees beneficiary association trust~~ under Code Section 501(c)(9)-115.

6. **Section 4.02(c) of the Plan**, describing Forfeitures of All Participants is hereby amended to be and read as follows:

If a Participant is deceased and there are no remaining dependents of the Participant eligible for Medical Benefits under the Plan, all funds in the Participant's Employee Contribution Account or employer Contribution Account shall be forfeited. An authorized representative of a deceased Participant may submit a claim for reimbursement from the remaining balance in the Account for any Medical Benefits incurred by the deceased Participant prior to death. Claims for reimbursement of such Medical Benefits must be submitted to the Administrator within 24 months of the Participant's death. The balance of the deceased Participant's Account shall be forfeited upon the expiration of the 24-month period following the date of death. Accounts that are payable and unclaimed following a Participant's death shall also be forfeited and may be used in accordance with Section 4.02(d) of the Plan if either of the following occur:

(1) The Service manager has not received any claims for reimbursement from a Dependent within two years of the death of the Participant; or

(2) A Dependent has made a claim for reimbursement within two years of the Participant's death, but fails to make a claim at least once within the twenty-four month period following the date the most recent claim was submitted.

7. **In all other respects**, the Plan shall be and remain unchanged.

IN WITNESS WHEREOF the undersigned has executed this Amendment on the date indicated:

7-1-16
Date

Karen E. Carraher
Karen E. Carraher, Executive Director