

DISABILITY RETIREMENT GUIDE

Service-Connected and Non-Service-Connected Disability Retirement
FOR GENERAL, SAFETY AND PROBATION MEMBERS



Service-Connected and Non-Service-Connected Disability Retirement FOR GENERAL, SAFETY AND PROBATION MEMBERS

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Your SamCERA benefits are governed by the County Employees Retirement Law of 1937, and the California Public Employees' Pension Reform Act of 2013; therefore, any discrepancies between the law and the information in this booklet will be resolved in accordance with the law.

The material contained in this guide is for informational purposes only and does not constitute legal advice.

Getting Started with the Disability Process

Read this guide carefully. If you become permanently incapacitated during your career, you may be eligible for disability retirement benefits. This guide will help you understand SamCERA’s disability retirement process and policies. Read this booklet, and if something is not clear to you, ask a SamCERA benefits staff member for help.

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Section 1: Eligibility for Disability Retirement

A. **PERMANENT INCAPACITY.** If you become permanently incapacitated and are unable to perform your usual job duties, you may be eligible for a Disability Retirement.

- “Permanently incapacitated” means you are physically or mentally incapacitated from substantially performing the usual duties of your job. It is not necessary for you to be physically or mentally incapable of performing each and every duty or task within your job classification.
- Your incapacity is permanent if improvement in your condition cannot be reasonably anticipated under usual medical standards, and there is no available accommodation that allows you to perform your duties in an alternative manner within your medical restrictions.
- If you are terminally ill, you or your authorized legal representative should contact SamCERA immediately at 650-599-1234.

Are there options available so that you can continue working?

Before you apply for a disability retirement, talk to your supervisor or human resources department to explore available options so that you can continue working.

B. **YOU MUST HAVE CONTRIBUTIONS ON DEPOSIT:** If you terminate service and withdraw your retirement contributions, you may not apply for a disability retirement or a regular service retirement.

C. **ADDITIONAL REQUIREMENTS:** There are additional requirements for eligibility, depending on whether you apply for a Service-Connected or Non-Service-Connected Disability. For more information, go to Section 3: “Disability Retirement Options: Service-Connected or Non-Service-Connected.”

PLAN 3 MEMBERS: Plan 3 members are not eligible for Disability Retirement Benefits. However, Plan 3 members may be eligible for the County’s Long Term Disability Program.

COUNTY’S LONG TERM DISABILITY (LTD) PROGRAM: All County employees may be eligible for the County’s LTD Insurance Program after three years of service. If you are a County employee and are permanently unable to perform your job duties, contact the County’s HR Risk Management division, which administers the LTD benefits. SamCERA does not administer the LTD Program. San Mateo County Superior Court and San Mateo County Mosquito and Vector Control District employees should check with their benefit departments regarding any LTD benefits.

Section 2: How to Apply

- A. **CONTACT SAMCERA:** In order to be considered for this benefit, a completed, accurate and timely Disability Retirement Application Packet must be submitted by you or on your behalf to SamCERA. The first step in the process is to call SamCERA for a counseling session. At the meeting, you will receive your application packet.
- B. **COMPLETE THE APPLICATION PACKET:** SamCERA’s Disability Retirement Application Packet contains several forms, including but not limited to the application, authorization for disclosure & use of protected health information (for your medical records), and authorization for disclosure & use of protected health information (for your Workers’ Compensation medical information and other Workers’ Compensation records).
- The entire Application Packet must be submitted at the time of filing to have a valid application.
 - The Application Packet may be filed by you, your employer or a legal representative acting on your behalf.
 - Depending on the cause of your condition, you may be required to complete a Claims Against Third Party form.
 - **Even if you have been found eligible for Workers’ Compensation, SamCERA is not bound by any findings in Workers’ Compensation matters.** You must complete the SamCERA Disability Retirement Application Packet. SamCERA may request any claims and reports you have filed for Workers’ Compensation to review any relevant evidence or reports.
 - The determination of your permanent incapacity is limited to the disability(ies) as set forth in your application. (For example, if your disability addresses your back, you cannot receive a disability in regards to your knee.)
 - See Section 6, “The Application Process,” for the cut-off for filing an amended application.
- C. **WHEN TO APPLY FOR DISABILITY RETIREMENT.** Your application for disability retirement must be submitted:

WORKERS’ COMPENSATION
SamCERA is separate from Workers’ Compensation. You must apply separately to SamCERA for a disability retirement benefit, even if you have been found eligible for Workers’ Compensation.

- While you are still employed, or
- Within four months after you have terminated employment, or
- Within four months of the expiration of any filing extension applicable to a Safety member presumption. (If you are a Safety member, certain presumptions apply regarding your permanent incapacity and service connection; see Section 3, "Service-Connected Disability Presumptions For Safety Members"), or
- Any time after terminating employment, provided you can prove that you are physically or mentally unable to perform your regular job duties and that condition has been continuous from the date of separation.

D. **SPOUSES AND REGISTERED DOMESTIC PARTNERS:** If your application is granted, you will be retired. Accordingly, you will need to submit any additional forms, marriage certificates and/or court orders as directed by SamCERA in regards to current and past spouses and registered domestic partners.

E. **RECIPROCAL BENEFITS:** If you have service credit in a reciprocal public retirement system (e.g. CalPERS or another county system), you must notify the other retirement system at the time you apply for a disability retirement.

F. **YOUR APPLICATION AND RECORDS ARE CONFIDENTIAL:** All information received by SamCERA or its agents and counsel shall be treated as confidential and will not be released to anyone, except insofar as may be necessary for the administration of the retirement system or upon Court order.

In order to obtain information from your employer about any inability to perform your duties due to your disability, SamCERA will provide your employer a brief account of your description of your injury or illness. If you are applying for a non-service connected disability retirement and do not wish to share this information, you need to contact SamCERA to discuss what alternate steps can be taken.

Section 3: Disability Retirement Options: Service-Connected or Non-Service-Connected

- A. **ELIGIBILITY REQUIREMENTS FOR SERVICE-CONNECTED AND NON-SERVICE-CONNECTED RETIREMENT.** There are two types of disability retirement benefits: **Service-Connected** and **Non-Service-Connected**. The following summarizes the differences in the eligibility requirements.

Please see Section 4, “Amount of Your Disability Retirement Benefit” for a summary of the differences in the benefit amounts for **Service-Connected** and **Non-Service-Connected Disability** retirements.

1. **Non-Service-Connected Disability:** If you have five years of SamCERA contributory service credit in a contributory plan or five years of combined service credit with SamCERA and a reciprocal retirement system, regardless of age, you are eligible for a Non-Service-Connected Disability Retirement allowance provided the Board of Retirement determines that you are permanently incapacitated for the performance of the usual duties of your job.

Non-Service-Connected Eligibility Requirements:

- You must have at least five (5) years of SamCERA service credit in a contributory plan, or reciprocal service credit.
 - There is no age requirement.
 - The burden of proof of permanent disability is placed, by law, upon the applicant.
 - Your medical records must reflect that you are permanently incapacitated.
2. **Service-Connected Disability:** If you are in a contributory plan and the Board of Retirement finds that you are permanently incapacitated for the performance of the usual and customary duties of your job and that such incapacity arose out of, and in the course of your employment, and that such employment contributes substantially to you being incapacitated, you will receive a Service-Connected Disability Retirement.

Service-Connected Disability Eligibility Requirements:

- There is no minimum SamCERA service credit

Important

*Plan 3 (non-contributory plan) members are **not** eligible for a Disability Retirement.*

requirement, but you must be in a contributory plan.

- There is no age requirement.
- The burden of proof of permanent disability and service-connection is placed, by law, upon the applicant.
- Your medical records must reflect that you are permanently incapacitated AND that your incapacity arose out of, and in the course of your employment AND that your employment contributes substantially to your incapacity.

Presumptions for Safety Members: For Safety members a presumption of service connection applies for permanent disabilities that are due to: heart trouble, cancer, blood-born infectious disease, MRSA skin infection and exposure to biochemical substances. See the discussion in Section B, “Service-Connected Disability Presumptions For Safety

Note: If you filed for a Service-Connected Disability Retirement and the Board of Retirement finds that you are permanently incapacitated but does not find that your disability arose out of, and in the course of your employment or that your employment contributed substantially to your incapacity, at its initial review, the Board may grant you a Non-Service-Connected Disability Retirement. You may then request a formal hearing on the service-connection determination. For more information on the Board review process, see Section 6 for the “Board of Retirement’s Initial Review of Your Application.”

Side-by-Side Comparison of Eligibility Requirements Non-Service-Connected and Service-Connected Disability

	Non-Service- Connected Disability	Service-Connected Disability
Is there a service credit requirement?	Yes; 5 years	No
Is there an age requirement?	No	No
Must you be permanently disabled?	Yes	Yes
Is there a requirement that you cannot substantially perform your usual job duties?	Yes	Yes
Must your incapacity arise out of employment and must your employment contribute substantially to your incapacity?	Not Required	Required

B. SERVICE-CONNECTED DISABILITY “PRESUMPTIONS” FOR SAFETY MEMBERS.

1. **What are the presumptions:** For Safety members, there are certain physical disabilities that have been recognized by the 1937 Act as “presumptive” for service-connection. The conditions are:
 - Heart trouble
 - Cancer
 - Blood-born infectious disease
 - MRSA Skin Infection
 - Exposure to biochemical substances

The presumptions are not automatic: If Staff determines that there is a reasonable basis to challenge the presumption, it will present evidence to the Board on the service-connection issue. Staff will present evidence to “rebut” the presumption.

2. **How the presumptions work:** If your permanent incapacity is due to one of the conditions listed above and it meets the criteria of the presumption, your permanent disability is assumed to have arisen out of your safety member service, unless the presumption is rebutted.
3. **Heart Trouble:** If you become permanently disabled due to heart trouble, it will be presumed that such heart condition developed out of, and in the course and scope of your employment, unless there is evidence of a contemporaneous non-work related cause. Your heart trouble will not be attributed to any disease that existed prior to the development or manifestation of your heart disease.

Important

This section applies to Safety Members only!



- You must have at least 5 years of service credit for this presumption.
- **Cancer:** If you become permanently disabled due to cancer, it will be presumed that such cancer developed out of, and in the course and scope of your employment if:
 - you demonstrate that you were exposed to a “known carcinogen” (a known carcinogen is a carcinogenic agent as recognized by the International Agency for Research on Cancer or the Director of the Department of Industrial Relations) as a result of the performance of your job duties, and
 - there is no evidence that the cancer did not arise from the carcinogen identified, and
 - there is no evidence that the carcinogen to which you have demonstrated exposure is not reasonably linked to your cancer (if the primary site of your cancer is known).

Additionally:

- You must have at least 5 years of service credit for this presumption.
 - Following the termination of service, this presumption is extended three calendar months for each full year of service, not to exceed 60 months, beginning on the last day worked.
5. **Blood-Borne Infectious Disease:** If you become permanently disabled due to exposure to a blood-borne infectious disease, it will be presumed that such condition developed out of, and in the course and scope of your employment, unless rebutted by contrary evidence. (A blood-borne infectious disease is defined as a disease caused by exposure to pathogenic microorganisms that are present in human blood and can cause disease in humans.)

Important

This section applies to Safety Members only!



- You do not need 5 years of service credit for this presumption.
- Following termination of service, the blood-borne infectious disease presumption is extended three calendar months for each full year of service, not to exceed 60 months, beginning on the last day worked.

6. **MRSA Skin Infection:** If you become permanently disabled due to exposure to a Methicillin-resistant Staphylococcus aureus (MRSA) skin infection, it will be presumed that such condition developed out of, and in the course and scope of your employment, unless rebutted by contrary evidence.

- You do not need 5 years of service credit for this presumption.
- Following termination of service, the MRSA skin infection presumption is applicable for up to 90 days.

7. **Biochemical Exposure:** If you become permanently disabled due to exposure to a biochemical substance, it will be presumed that your condition was due to the exposure, unless rebutted by contrary evidence. (A biochemical substance is any biological or chemical agent that may be used as a weapon of mass destruction, including but not limited to, any chemical war agent, weaponized biological agent, or nuclear or radiological agent as defined in Penal Code section 11417.)

- You do not need 5 years of service credit for this presumption.
- Following termination of service, the biochemical substance presumption is extended three calendar months for each full year of service, not to exceed 60 months, beginning on the last day worked.

Important

This section applies to Safety Members only!



Section 4: Amount of Your Disability Retirement Benefit

A. **THE BENEFIT AMOUNT DEPENDS ON THE TYPE OF DISABILITY BENEFIT.** The amount of your disability retirement benefit will differ depending upon whether or not the Board of Retirement grants you a Service-Connected or Non-Service-Connected Disability Retirement.

B. **CALCULATING A NON-SERVICE-CONNECTED BENEFIT:**

- Depending on your years of service credit, your monthly Non-Service-Connected Disability Retirement benefit amount can be up to a maximum of 33.33% of your highest final average compensation, **or**, if you are eligible to retire, you would receive your regular service retirement benefit amount—whichever is greater.
- The benefit is 100% taxable. **For questions regarding taxation, you should consult with your tax advisor.**
- If you have established reciprocity with SamCERA and another retirement system, please note that reciprocity is “integrated” for all SamCERA disability benefits. Your maximum combined benefit from all systems cannot be more than the amount you would have received had all your service been with only one system.

C. **CALCULATING A SERVICE-CONNECTED DISABILITY BENEFIT:**

- The monthly benefit is 50% of your highest final average compensation, **or**, if you are eligible to retire, your monthly service retirement benefit amount—whichever is greater.
- 50% of your highest final average compensation may be excluded from taxable retirement income. **For questions regarding taxation, you should consult with your tax advisor.**
- If you have established reciprocity with SamCERA and another retirement system, please note that reciprocity is “integrated” for all SamCERA disability benefits. Your maximum combined benefit from all systems cannot be more than the amount you would have received had all your service been with only one system.

Side-by-Side Comparison of Benefits for Members Not Eligible to Retire Non-Service-Connected and Service-Connected Disability

	Non-Service-Connected Disability Benefit	Service-Connected Disability Benefit
Monthly Benefit	Up to 33.33% of your highest final average compensation	50% of your highest final average compensation
Tax Implications (For questions regarding taxation, consult with your tax advisor.)	The benefit is 100% taxable	100% of the benefit amount may be excluded from taxable retirement income

D. **IF YOU ARE ALSO ELIGIBLE FOR A REGULAR SERVICE RETIREMENT:** If you meet the age and service requirements for a regular service retirement, you shall receive a monthly retirement benefit based on a disability formula applicable to the type of Service- or Non-Service-Connected Disability Retirement granted by the Board of Retirement **or** your service retirement formula, whichever is greater (see examples on the following pages). Because the amount of the monthly benefit may vary according to your plan membership, service credit, and age, SamCERA will assist you in determining the estimated amount of your disability benefit.

Side-by-Side Comparison of Benefits for Members Eligible to Retire Non-Service-Connected and Service-Connected Disability

	Non-Service-Connected Disability Benefit	Service-Connected Disability Benefit
Monthly Benefit	Up to 33.33% of your highest final average compensation, or your service retirement benefit amount, whichever is greater	50% of your highest final average compensation, or your monthly service retirement benefit amount, whichever is greater
Tax Implications (For questions regarding taxation, consult with your tax advisor.)	The benefit is 100% taxable	50% of your highest final average compensation may be excluded from taxable retirement income

E. **IF YOU ARE NOT ELIGIBLE FOR A REGULAR SERVICE RETIREMENT:** you will receive the disability formula applicable to the type of Service- or Non-Service-Connected Disability Retirement as granted by the Board of Retirement.

F. **COST OF LIVING ADJUSTMENT (“COLA”):** Your monthly disability payment will receive the same annual COLA that you would have received had you filed for a regular service retirement. COLAs can increase or decrease depending on whether the Bay Area experiences inflation or deflation. Regardless, your pension will never go below the monthly allowance you received when you retired. SamCERA’s COLAs are calculated according to California law, which requires them to be based on the change in the annual Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose area (as determined by the Federal Bureau of Labor Statistics). The law also requires the amount to be rounded to the nearest one-half of one percent.

If you received a Service-Connected Disability Retirement, an amount equal to 50 percent of your final average compensation may be excludable from your gross income for federal tax purposes, as provided by Section 104(a)(1) of the Internal Revenue Code. The amount of any cost-of-living adjustment (COLA) attributable to that amount is also excludable. Any remaining allowance amount or COLA is taxable.

How do Service-Connected Disability, Non-Service-Connected Disability, and Regular Retirement calculations compare?

Let's look at 3 scenarios...

Scenario 1

You are 35 years of age with 10 years of service, with a Final Average Compensation (FAC)* of \$5,000 per month. Under this scenario, you are not eligible for a regular retirement.

Age: 35

Years of Service: 10

Final Average Compensation (FAC): \$5,000/month

Not Eligible To Retire

	Your base benefit amount:	General tax implications:	Your monthly benefit amount:
Regular Retirement	<i>n/a (you are not eligible for a regular retirement)</i>		
Service-Connected Disability	50% of your FAC = \$2,500	50% of the FAC is excluded from taxation	\$2,500 per month, none of which is taxable
Non-Service-Connected Disability	33 1/3% of your FAC = \$1,667.67	100% of the FAC is taxable	\$1,666.67 per month, all of which is taxable

*Your FAC is used to calculate your pension.

Scenario 2

You are 60 years of age with 25 years of service, with a Final Average Compensation (FAC)* of \$8,000 per month. Under this scenario, you would be eligible for a regular retirement.

Age: 60

Years of Service: 25

Final Average Compensation (FAC): \$8,000/month

Eligible To Retire

	Your base benefit amount:	General tax implications:	Your monthly benefit amount:
Regular Retirement	61% of your FAC** = \$4,880	100% of the FAC is taxable	\$4,880 per month, all of which is taxable
Service-Connected Disability	50% of your FAC or your Regular Retirement amount—whichever is higher (in this case, your Regular Retirement is higher at \$4,880)	50% of the FAC is excluded from taxation	\$4,880 per month, \$880 of which is taxable
Non-Service-Connected Disability	33 1/3% of your FAC, or your Regular Retirement amount—whichever is higher (in this case, your Regular Retirement is higher at \$4,880)	100% of the FAC is taxable	\$4,880 per month, all of which is taxable

*Your FAC is used to calculate your pension.

**Approximation. Real calculations would vary based on retirement plan and other factors. This example is for a member in Plan 1, 2, or 4.

Scenario 3

You are 55 years of age with 15 years of service, with a Final Average Compensation (FAC)* of \$8,000 per month. Under this scenario, you would be eligible for a regular retirement.

Age: 55

Years of Service: 15

Final Average Compensation (FAC): \$8,000/month

Eligible To Retire

	Your base benefit amount:	General tax implications:	Your monthly benefit amount:
Regular Retirement	29% of your FAC** = \$2,337	100% of the FAC is taxable	\$2,337 per month, all of which is taxable
Service-Connected Disability	50% of your FAC or your Regular Retirement amount—whichever is higher (in this case, the Service-Connected Disability Retirement is higher at \$4,000)	50% of the FAC is excluded from taxation	\$4,000 per month, none of which is taxable
Non-Service-Connected Disability	33 1/3% of your FAC, or your Regular Retirement amount—whichever is higher (in this case, the Non-Service-Connected Disability Retirement is higher at \$2,667.67)	100% of the FAC is taxable	\$2,666.67 per month, all of which is taxable

*Your FAC is used to calculate your pension.

**Approximation. Real calculations would vary based on retirement plan and other factors. This example is for a member in Plan 1, 2, or 4.

Section 5: It Takes Time to Process Your Application—Plan Accordingly

- A. **IT TAKES TIME TO RECEIVE AND REVIEW YOUR RECORDS:** Your application is not complete and cannot be processed until SamCERA has received all of your medical records from the doctors who treated you, statements from your employer, your job description and other applicable records.

Unfortunately, there are inherent delays in getting such records from all the different sources. After the records are received by SamCERA, they are reviewed by staff and SamCERA’s medical advisor. Additionally, some applicants are referred to an Independent Medical Examiner for that doctor’s opinion, which may impact the processing of your application.



Consequently, applicants should expect a waiting period of eight months to a year from date of application to the date of the initial Board of Retirement review of your application.

- B. **CONSIDER FILING FOR REGULAR RETIREMENT AT THE SAME TIME:** Because it takes time to process the application, some members choose to file for a regular retirement (if eligible) in conjunction with the application for disability retirement.
- If you do file for a regular service retirement and are not ultimately found to be disabled, you are nonetheless retired under a regular retirement. Because you will be a retiree at that point, any reemployment is an issue to be determined between you and your employer.
 - If you do not retire or otherwise terminate employment and your disability application is not granted, you will still be an employee. For more information you should discuss this with your employer.
 - If you do retire and elect an optional modified retirement benefit, and the Board later grants you a Service-Connected Disability Retirement, you may change from an optional retirement allowance to the unmodified allowance.

- C. **ADVANCE PAYMENTS FOR SAFETY MEMBERS:** If you are a Safety Member applying for a Service-Connected Disability Retirement, you may apply for Advanced Disability Pension Payments under Labor Code Section 4850.4, if you meet certain conditions. This program is administered by the County’s Human Resources Department, Risk Management Division. These payments would continue until your application for disability retirement is decided.

If you receive these payments, you must repay the County for all advanced disability

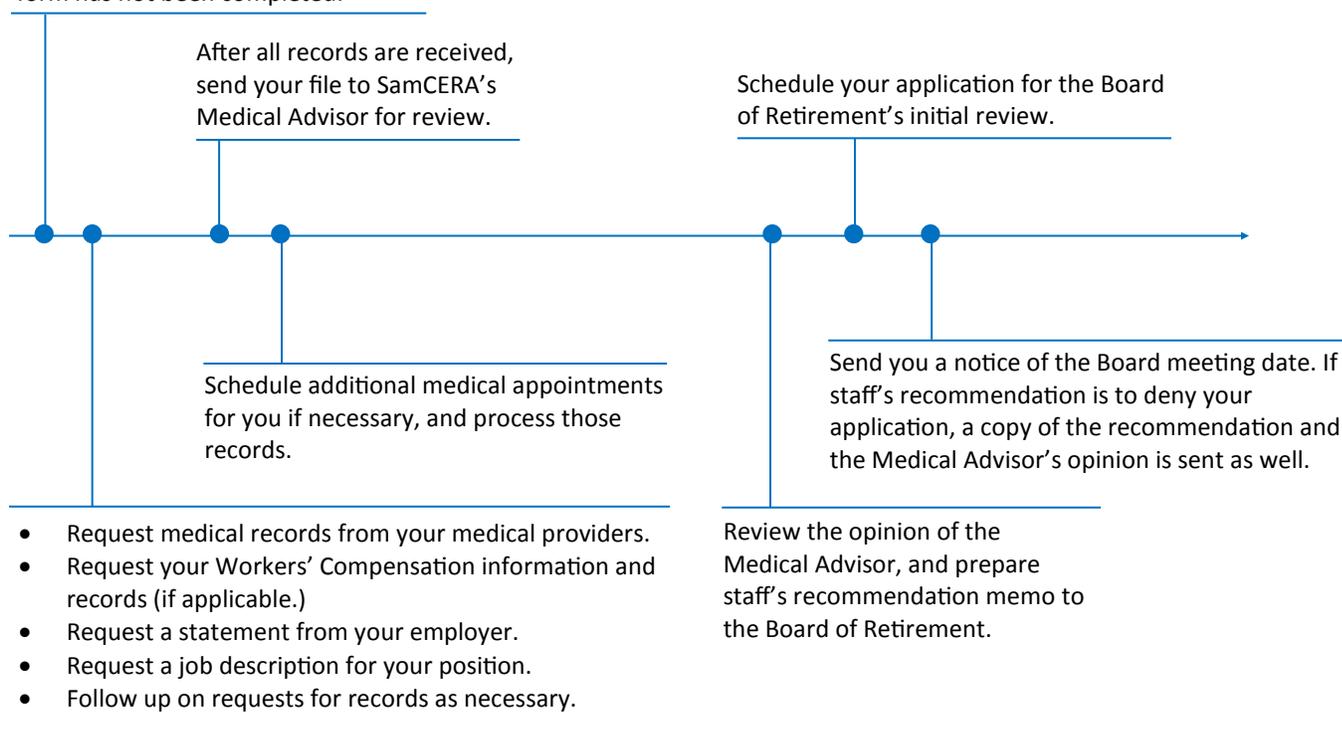
payments received, whether or not the Board grants your application. If your application is granted, SamCERA will deduct the amount owed to the County from your lump-sum retroactive disability retirement payment. If the lump-sum retroactive disability payment is not sufficient to reimburse the total amount owed to the County, SamCERA will deduct the remaining balance from your future disability retirement allowance payments at a rate no greater than 10 percent of your monthly allowance amount. If your disability application is denied, you must reimburse the County directly.

Section 6: The Application Process

Processing Your Disability Application

These are the typical steps SamCERA staff will take once you submit your Application Packet.

Review your Application Packet to determine if all the forms are completed. You will be contacted if a form has not been completed.



Feel free to call or e-mail SamCERA for an update on the status of your Disability Application.

A. Actions you may need to take. Please note the following:

- You may be requested to submit additional information.
- SamCERA will inform you when all information and records requested by SamCERA have been received. When you indicate that your application is complete, staff shall forward it to the Board's Medical Advisor for evaluation.
- After your application has been forwarded to the Board's Medical advisor, you cannot amend your application to add a new disabling condition that is unrelated or not caused by the condition set forth in the application. You must file a new application which would be subject to all regular statutory deadlines.

B. BOARD OF RETIREMENT’S INITIAL REVIEW OF YOUR APPLICATION: The Board of Retirement’s Regulations set forth the process regarding the Board’s initial determination as to whether or not to grant your application. These regulations are on SamCERA’s website at www.samcera.org.

The following is a summary of the Board’s initial review process:

1. You will be notified in writing as to when your application will be placed on the Board’s meeting agenda for its initial review. In general, staff will make a recommendation to the Board as to whether it should grant a Non-Service-Connected Disability Retirement, Service-Connected Disability Retirement or deny your disability retirement application. If staff’s recommendation is to deny your application, you will be given a copy of staff’s memorandum to the Board and the Medical Advisor’s opinion.
2. Prior to the Board meeting, in preparation for the meeting, each Board member will be given staff’s memorandum and the Medical Advisor’s opinion.
3. The matter will be placed on the Board’s “Consent Agenda” with the recommended action by staff. Usually there are 3-4 disability matters on the Consent Agenda at each Board meeting. Consent Agenda items are not discussed separately and the Board votes on all of them at the same time. An approval of the Consent Agenda means that the staff recommendation for each of the items has been adopted by the Board.
4. There is no hearing, and there are no witnesses or testimony. Rather, it is a determination by the Board as to whether to accept or reject staff’s recommended action on your application.
5. You or any member of the Board can request that your matter be taken off of the Consent Agenda to be discussed and considered during the Regular Agenda portion of the Board meeting. If your matter is placed on the Regular Agenda, it will be heard in “Closed Session,” unless otherwise directed by you. (No members of the public are allowed in Closed Session.)
6. While you and or your attorney are welcome to appear before the Board, because it is an initial review of the application, an appearance is not mandatory, unless you want the matter removed from the Consent Agenda. If you are planning to attend, SamCERA would appreciate it if you could notify staff ahead of time so that the Board Chair will know to remove the matter from the Consent Agenda.

The Board’s Initial Review

Consent
Agenda

Regular
Agenda



or



By default

*By request
(closed
session)*

7. You will be notified in writing of the Board's action regarding your application.
8. If you disagree with the Board's initial decision, **you must submit in writing a timely request for a formal hearing or else the initial decision will become final and binding.** See *"Requesting a Formal Hearing"* below, for more information.
9. The initial decision becomes final if no request for a formal hearing has been timely filed.

C. **REQUESTING A FORMAL HEARING:** If you are dissatisfied with the Board of Retirement's initial decision, you must timely request a formal hearing in writing.

- Your request for formal hearing must be made in writing, and filed with SamCERA's Chief Executive Officer within 60 days of the date of the notice of the Board's action.
- If no request for a formal hearing is timely filed, the Board's action shall be deemed final and binding.



D. **FORMAL HEARING PROCESS:** If you request a formal hearing, the formal hearing is before a hearing officer.

- The hearing officer is selected by SamCERA on a rotating basis from a list of private attorneys who serve as hearing officers.
 - SamCERA will be represented by counsel.
 - You may retain counsel to represent you.
- At the hearing, a court reporter will be present.
- The hearing officer will make a decision containing findings of fact and a recommendation to the Board.
- You may file objections to the hearing officer's findings and recommendations.
- The hearing officer's decision and any objections will be considered by the Board of Retirement.
- The Board may accept or reject the hearing officer's decision. Or, the Board may send it back to the hearing officer or decide to hear the matter themselves.
- If you are dissatisfied with the Board's decision, you may file a writ of mandate in Superior Court within 90 days of the written notice of the Board's action.

Please refer to the Board regulations for rules relating to the formal hearing process. A copy of the regulations can be found at www.samcera.org. You may also call SamCERA to request a copy.

Section 7: Important Information About Your Role in the Process

A. **MAKE SURE YOU UNDERSTAND YOUR ROLE IN THE APPLICATION PROCESS.** You will need to take an active role in the application process. Make sure you read this guide and review SamCERA's Board of Retirement regulations. The regulations set forth the rules regarding the processing of your application. These regulations are on SamCERA's website at www.samcera.org.

B. **NEED TO COOPERATE AND THE TERMINATION OF YOUR APPLICATION.** Your application may be terminated and considered null and void by the Board of Retirement one year after the date of its filing for one or more of the following reasons:

- Failure to submit to a medical examination at the request of the Board; or
 - Any failure to cooperate which prevents the Board from hearing and adjudicating your application within one year of its filing.
1. Before the Board determines whether to void your disability application, you will receive notice of the proposed action and the date and time of the Board meeting.
 2. You can appear and address the Board regarding the proposed action and request more time to process your application. Your request may or may not be granted by the Board.
 3. You can file a new application, if you are eligible to do so.

C. **NO FALSE STATEMENTS OR EVIDENCE:** Please be aware that:

It is unlawful for a person to knowingly make any false material statement or fail to disclose a material fact to obtain or receive benefits under the County Employees' Retirement Law of 1937. "Statement" includes any "statement", but is not limited to, any oral or written application for benefits, report of injury or physical or mental limitation, hospital records, test results, physician reports, or other medical records.

Section 8: After Your Application Has Been Granted

- A. **EFFECTIVE DATE OF YOUR BENEFIT.** If the Board approves your application, your effective date of retirement shall be the later of the day following your last day on payroll or the day you filed your disability retirement application. You will receive a lump-sum disability retirement benefit payment covering this time period, in addition to the ongoing monthly benefit described below.
- B. **RECEIPT OF MONTHLY BENEFIT:** Your first disability retirement benefit payment shall not be disbursed until you have filed the required documents to retire.
- In general, you'll receive your first payment within 60 days after the Board grants your disability retirement, retroactive to the effective date of your benefit.
 - Prior to your first payment, you will need to submit any additional forms, marriage certificates and/or court orders as directed by SamCERA in regards to current and past spouses and registered domestic partners.
- C. **ADVANCE PAYMENTS FOR SAFETY MEMBERS:** If you are a Safety Member who is receiving Advanced Disability Pension Payments under Labor Code Section 4850.4, you must repay the County for all advanced disability payments received. SamCERA will deduct the amount owed to the County from your lump-sum retroactive disability retirement payment. If the lump-sum retroactive disability payment is not sufficient to reimburse the total amount owed to the County, SamCERA will deduct the remaining balance from your future disability retirement allowance payments at a rate no greater than 10 percent of your monthly allowance amount.
- D. **PERIODIC MEDICAL EXAMINATION:** If you are granted a disability retirement and are under the age of fifty-five, you may be re-examined to determine if you are still unable to perform the duties of your former position. If you are found to be no longer disabled, your retirement allowance may be discontinued if your employer offers reinstatement.

Section 9: Miscellaneous Information

- A. **MISCONDUCT CAUSING YOUR DISABILITY.** You are ineligible for a disability retirement benefit if the Board of Retirement determines that your disability is due to intemperate use of alcohol or drugs, willful misconduct, or violation of the law on your part. Additionally, under some circumstances, your member contributions and interest may be paid to you as a lump sum (instead of as an annuity) if the Board determines you became permanently disabled because of willful misconduct or that you acted in violation of the law.
- B. **FELONY CONVICTION.** You forfeit your pension and related benefits if you are convicted after January 1, 2013, of a felony in carrying out official duties, in seeking an elected office or appointment, or in connection with obtaining salary or pension benefits. If convicted of such a felony, you would forfeit all of the retirement benefits earned from the earliest date of the commission of the felony. Employee contributions paid after that day will be returned without interest. Such a conviction may affect your disability retirement benefits.