

## CONTINGENT DISABILITY BENEFITS AGREEMENT

WHEREAS, it appears that the undersigned member of the Water and Power Employee's Retirement, Disability and Death Benefit Insurance Plan (Plan) has an enforceable right either (1) to receive Workers' Compensation benefits from the Department of Water and Power of the City of Los Angeles (Department) or by reason of his/her Department employment, for industrial disability commencing \_\_\_\_\_, and continuing into the future, or (2) to receive benefits for Temporary, Extended or Permanent Total Disability pursuant to the Plan for the same period, but the Board of Administration of the Plan (Board) is uncertain as to which; and

WHEREAS, the Plan provides for advancement of certain Contingent Disability Benefits from the Disability Fund subject to the members, execution of the Agreement hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE UNDERSIGNED THAT:

1. The amount so advanced is neither payment of Workers' Compensation benefits nor payment of Disability benefits for temporary disability pursuant to the Plan, but is for the reasonable living expenses of the undersigned and his/her dependents.
2. If it is finally determined by the Workers' Compensation Appeals Board or other court, board, officer, agency or authority authorized by law to determine the right of employees to be paid Workers' Compensation benefits, that such disability resulted from injury or disease arising out of and in the course of employment, or if an award in favor of the undersigned or his/her dependents is entered upon a Compromise and Release agreement covering all or a portion of such disability, the Department of Water and Power Payroll shall be reimbursed for any sick time that was reported and subsequently changed to Workers' Compensation, and the Disability Fund shall be reimbursed for the full amount of the Contingent Disability benefits so advanced, less any amount that the undersigned would have been paid under subsection D (3) of Section V of said Plan for industrial disability, through a credit or lien against any Workers' Compensation benefits which may be awarded the undersigned or dependents as a result of such injury or disease, or by the undersigned directly, or by a combination thereof. If the Workers' Compensation award is not sufficient to cover the reimbursement cost to the Disability Fund, the member agrees to reimburse the Disability Fund the remaining balance.

3. If reimbursement is not so made, the amount required to be reimbursed pursuant to paragraph 2 above, or any remaining balance thereof, shall be deducted from any moneys then or thereafter owed by the City of Los Angeles, the Department, or the Plan, including death benefits due a beneficiary.
4. The undersigned hereby consents to the allowance of a lien in favor of the Board against any Workers' Compensation benefits awarded as a result of such disability in the full amount to be reimbursed pursuant to paragraph 2 above, and further agrees to execute any and all documents and papers necessary or appropriate pursuant to this Agreement and the Plan.
5. The undersigned hereby authorizes the Plan, its agent, designee or representative to furnish to the Workers' Compensation Office any information, records, medical, physical or mental health data, which may come into its possession.
6. The undersigned hereby agrees that he/she shall not be entitled to disability benefits while gainfully employed, either part-time or full-time, without prior approval by the Board.

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Name (Print)

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Signature

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Address

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City, State, Zip Code

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Date

APPROVED:

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Attorney for Member