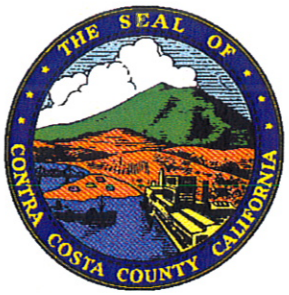
PHYSICIANS' CONTINUING PRACTICE GROUP PROGRAM

CONTRA COSTA COUNTY



CONTRA COSTA COUNTY EXEMPT MEDICAL EMPLOYEE BENEFIT PROGRAM

CONTRA COSTA COUNTY CONTINUING PRACTICE PHYSICIANS' BENEFITS
FOR EXEMPT MEDICAL STAFF

OUTLINE OF BENEFITS

READ YOUR CERTIFICATE CAREFULLY!

This brochure is your certificate of coverage in the exempt medical continuing practice program. It supersedes any prior certificate for this program. The program in its present form was approved by the Contra Costa County Board of Supervisors by Resolution No. 82/1334 on November 16, 1982. This certificate sets forth in detail the rights and obligations of both you and the County. It is important that you **Read Your Certificate Carefully!**

DISABILITY INCOME PROTECTION

This benefit is designed to provide income maintenance for disabilities resulting from accident or sickness subject to any limitations set forth in this certificate. This benefit is not for hospital or medical-surgical expenses.

The following benefits are available to exempt medical staff for disabilities arising on or after January 1, 1983.

Section 1. SCHEDULE OF BENEFITS

A. Amount of Monthly Income:

60% of the first $3,333 of the Member's basic monthly earnings, reduced by any Deductible Benefits.

B. **For disabilities arising on or after 6/1/94**, 85% of the Member's basic monthly earnings, reduced by any Deductible Benefits.

C. Maximum Benefit Period:

For Exempt Medical Members

AGE AT BEGINNING OF TOTAL DISABILITY	MAXIMUM BENEFIT PERIOD
61 or younger	To age 65
62	3 years 6 months
63	3 years
64	2 years 6 months
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69	1 year
70 or older	0

Age means age at the Member's last birthday.

D. Waiting period

Benefits will not be paid for the first 60 days of each period of total disability.

Section 2. DEFINITIONS

A. GENERAL DEFINITIONS

1. "Member" means an exempt medical staff member who is regularly working at least 20 hours per week throughout the entire duration of the Employer's work week.

2. "Employer" means Contra Costa County and such affiliated Districts as shall be approved by the Contra Costa County Board of Supervisors.

3. "Basic Monthly Earnings" means basic monthly wage or salary (not including overtime, bonuses, commissions and other extra compensation) earned by the Member while working for the employer. For the purpose of receiving benefits under this program, basic monthly earnings shall be determined as of the first day of the calendar month in which the disability commences or other loss occurs. Any change in basic wage or salary approved after total disability begins or after any other loss occurs shall not be considered in determining the amount of basic monthly earnings. Basic monthly earnings during an approved rehabilitation program under Continuing Practice Physicians' Coverage are reduced by earnings from the program (see "Rehabilitation").

4. "Actively at work" means the Member is currently employed and actually performing the duties of that employment in a full-time permanent capacity at the Employer's usual place of business and has completed at least one full day of such employment.

5. "Termination of employment," when necessary to determine termination of status as a Member means cessation of active work as an employee, except that if a Member is absent from active work because of sickness or injury, his employment shall be deemed to continue until terminated by the employer.

B. CONTINUING PRACTICE PHYSICIANS' BENEFITS DEFINITIONS

1. "Monthly income" means the monthly amount of Continuing Practice Physicians' benefit payable to a disabled Member pursuant to all the terms and conditions of this program.

2. "Deductible Benefits" is income which, if received by a Member, will result in a like reduction in long term benefits hereunder subject to the EXCEPTIONS and DEDUCTIBLE BENEFITS RULES shown below; Deductible Benefits are:

   a. The amount of any salary or other compensation paid by the employer.

   b. The amount to which the Member, the Member's dependents and any other persons are entitled by reason of the Member's disability or retirement under:

      (1) a workers' compensation act or similar law (including benefits for partial or total disability, whether permanent or temporary);

      (2) any federal, state or governmental disability or retirement plan (including but not limited to the Federal Social Security Act);

      (3) any retirement plan (pension, profit-sharing and others) toward which any employers contributed or made payroll deductions.

3. "EXCEPTIONS" means income which, if received by Members, will not be deducted from the long term benefits hereunder. The following are "exceptions"; they will not be Deductible Benefits:

   a. The amount of any increase in benefits under any federal, state, or other governmental disability or retirement plan which becomes effective while the Member is totally disabled

and entitled to benefits under such plan and which is designated under the terms of the plan as a cost of living increase.

b. Any Social Security benefits received by a dependent child age 18 or over as a result of the Member's disability or retirement.

c. Any lump sum payment from a retirement plan provided:

(1) such lump sum payment represents the Member's entire interest under such plan, and

(2) the Member was not eligible to receive an annuity in lieu of a lump sum payment.

d. Group credit disability insurance benefits.

e. The amount of benefits received, as a result of partial disability or retirement, which began prior to the effective date of the Member's Continuing Practice Physicians' benefits under the county program and continue until the commencement of total disability.

f. Any amount received from any source as reimbursement for hospital, medical or surgical expenses.

g. Any portion of a Deductible Benefit settlement or judgement, which represents attorneys' fees, incurred in connection with the recovery of the Deductible Benefit.

h. Payments of deferred compensation.

i. Any group insurance coverage.

j. Any arrangement of coverage for individuals in a common group (association coverage, franchise insurance, wholesale insurance, individual disability policies toward which any employer made a contribution, and others).

4. "DEDUCTIBLE BENEFIT RULES" means the following rules which govern computation of the effects of Deductible Benefits hereunder:

a. If election may be made under any Deductible Benefit which would increase or decrease the amount of the monthly benefit, the amount of the Deductible Benefit shall be the amount applicable in the absence of any such election EXCEPT, no Deductible Benefit shall be applied for sick leave, vacation, or other accruals available for use by the employee but not actually used.

b. If any Deductible Benefit income is paid or payable other than monthly (including a lump sum payment) the County shall determine the monthly equivalent which equitably adjusts for the amount of monthly income hereunder.

c. Deductible Benefits shall be considered to have been paid, notwithstanding that the Member has not effected timely or proper pursuit of claim therefore or claim therefore is pending, where it is reasonable to believe that the benefits would be paid but for the failure of the

Member to elect timely pursuit of claim or that the benefits for which claim is pending will be paid, as the case may be.

d. If at any time it is determined that the Deductible Benefits used to compute Continuing Practice Physicians' benefits are incorrect, any Monthly Income payments already made shall be retroactively adjusted and future Monthly Income payments will be adjusted accordingly.

5. "Hospital" means an institution operated for the care and treatment of sick or injured persons which is legally constituted and licensed as a hospital and which satisfies all of the following requirements:

   a. Such institution must be under the supervision of a medical staff of legally qualified physicians and must have 24 hour nursing service by registered graduate nurses.

   b. Such institution:

      (1) must be a state or federal institution for care and treatment of mental illness, nervous disorders, alcoholism or drug addiction, or

      (2) must have organized facilities for diagnosis and major surgery.

   c. Such institution must not be specializing as a rest home, nursing home, convalescent home or home for the aged.

6. "Physician" means a duly licensed physician, osteopath, chiropractor, optometrist or chiropodist other than the Member, treating sickness, injury, or pregnancy within the scope and limitations of his license.

7. "Total Disability" in connection with any one continuous period of disability is defined as follows:

   For all exempt medical Members

   (1) During the waiting period and for the first 24 months thereafter, total disability means complete inability of the Member to engage in his regular occupation.

   (2) Thereafter during the continuance of the same period of disability, total disability means complete inability of the Member to engage in any employment or occupation for which he is or becomes reasonably fitted by reason of education, training, or experience.

Section 3. ELIGIBILITY FOR PARTICIPATION

A. MEMBERS ELIGIBLE

For all exempt medical Members, a person under age 70:

1. If he was a Member on January 1, 1983; or

2. If he becomes a Member after January 1, 1983, in which case he becomes eligible on the first day of the calendar month next following the date he becomes a Member.

B. MEMBERS NOT ELIGIBLE

For all exempt medical Members, a person who has attained his 70th birthday on the date on which he would otherwise become eligible shall not become eligible; no benefits shall be available to him.

C. EFFECTIVE DATES

1. A Member's eligibility becomes effective when he has been actively at work for at least one day after the date he became eligible.

2. A Member who is not actively at work on the date when his coverage would otherwise become effective attains eligibility effective the next day he is actively at work.

D. CESSATION OF ELIGIBILTY

A Member's eligibility automatically ceases on the earliest of the following dates:

1. The date of termination of his status as a Member.

2. The date he becomes a full time member of the military (land, sea or air) forces of any country.

3. The first day of the calendar month next following his 70th birthday.

4. The date of discontinuance of the program.

Section 4. CONTINUING PRACTICE PHYSICIANS' BENEFITS PROVISIONS

A. BENEFITS PAYABLE

1. Monthly Income

   Upon receipt by the County of notice and satisfactory proof that any eligible Member has become totally disabled as a result of injury or sickness, and that during the period of such total disability such Member has been under the regular care and attendance of a physician, the County will pay periodically the Monthly Income in accordance with Section 1.A. during the continuance of such total disability, subject to all Exceptions and Limitations, and subject to the following provisions:

   a. No Monthly Income shall accrue during the Waiting Period.

   b. No Monthly Income shall accrue after the end of the Maximum Benefit Period shown in Section 1.B. The Maximum Benefit Period begins at the end of the Waiting Period, and applies to each continuous period of total disability, whether from one of more causes.

c. If a Member, under the terms of his employment, is scheduled to be away from work without pay, any such scheduled period during which the Member is totally disabled shall not be treated as a period of total disability for purposes of the Waiting Period and the Maximum Benefit Period.

2. Recurrent Disabilities

a. During Waiting Period

If two or more periods of total disability commence during the waiting period, all such periods of total disability shall be added together and considered as one period of continuous total disability, provided all the following requirements are met:

(1) All periods of total disability must be due to the same cause or causes and each period much commence while the Member is eligible for participation in the Continuing Practice Physicians' Benefits Program.

(2) The total number of days of temporary recovery from total disability must not exceed 5 days for each 30 days of the waiting period.

(3) If the total number of days of temporary recovery exceeds 5 days for each 30 days of the waiting period, each period of total disability will be considered as a separate period of total disability. No Continuing Practice Physicians' benefits will accrue until the waiting period has been properly served (from beginning to end).

b. After Waiting Period

If Monthly Income is paid to a Member during a period of total disability, and if the Member recovers from such total disability and becomes totally disabled again from the same cause or causes within 6 months, the two periods of total disability will be added together and considered as one continuous period of total disability. There will be no waiting period in connection with the second period of total disability.

However, the following provisions will apply:

(1) No Monthly Income will be paid unless the Member is eligible when the second period of total disability begins.

(2) No Monthly Income will be paid for the second period of total disability if the maximum benefit period ended during the first period of total disability.

(3) If the maximum benefit period did not end during the first period of total disability, Monthly Income payments will be made during the second period of total disability only for the balance of the maximum benefit period.

3. Special Dismemberment Benefit

a. General

Upon receipt by the County of notice and satisfactory proof that any eligible Member has sustained any of the losses shown in the following Table of Losses, as a direct result of accidental bodily injuries, independently of all other causes and within 90 days of the date of such accident, the County will consider the Member, who due to such injury is not actively at work, to be totally disabled for the period of time listed in the Table of Losses, even though the Member may not be totally disabled as defined herein, and benefits, if any, will be payable accordingly.

TABLE OF LOSSES

TYPE OF LOSS	MINIMUM DISABILITY PERIOD
Any two or more of eyes, hands or feet	30 months
One hand, one foot or one eye	6 months

Loss shall mean, with regard to hands and feet, actual severance through or above wrist or ankle joints; with regard to eyes, entire or irrecoverable loss of sight.

b. Special Dismemberment Provisions

This Special Dismemberment Benefit shall be subject to the following provisions:

(1) During the Minimum Disability Period Deductible Benefits will not be deducted.

(2) Benefits will begin at the end of the Waiting Period and continue until the end of the Minimum Disability Period or the death of the Member, whichever is earlier.

(3) Benefits under this Special Dismemberment Provision shall be in lieu of benefits otherwise provided during the Minimum Disability Period.

(4) If the Member is totally disabled at the end of the Minimum Disability Period any further Continuing Practice Physicians' benefits payable under the group shall be paid as provided.

(5) Even though a loss results from accidental bodily injury, no Special Dismemberment Benefits will be paid if such loss or accident is caused directly or indirectly by any of the following:

(a) Any insurrection, war or act of war. War includes declared or undeclared war, whether civil or international, and any substantial armed conflict with organized forces of military nature.

(b) Injuries intentionally inflicted by the Member, while sane or insane.

(c) Committing or attempting to commit an assault or felony, or participating in a violent disorder.

(d) Any self-administered drug, poison or chemical compound, bodily or mental infirmity, sickness, disease or infection existing at the time of the accident, or medical or surgical treatment for any of the foregoing.

4. Effect of Death of Disabled Member

In the event of the death of a Member during a period for which Monthly Income is payable, the amount of Monthly Income which was payable to the Member will be continued without deducting Deductible Benefits, during the lifetime of the Member's spouse or children, for a maximum of 3 months. Such benefits shall be payable at the option of the County to the Member's spouse or any one or more of the surviving children of the Member or to any person(s) who has assumed responsibility for the care and support of any one or more of such persons. All benefits will terminate on the earlier of (a) 3 months after the death of the Member and (b) the death of the last survivor of the Member, the Member's spouse, and the Member's children. Child as used in the paragraph means a Member's legitimate unmarried child under 21 years of age.

B. REHABILITATION

1. Approved Rehabilitation Programs

If any Member who is receiving Monthly Income under this program begins a regimen of vocational rehabilitation, whether formal or informal, or if any such Member shall engage in part-time work for purposes of rehabilitation, the County may, at its discretion, consider such activity to be an Approved Rehabilitation Program, effective when approved in writing by the County.

Consideration of any such activity as an Approved Rehabilitation Program will be given by the County only upon written request of the Member. Approval of any such program once given may be revoked by written notice mailed to the Member at his last known address.

2. Effect on Monthly Income

During the continuance of an approved rehabilitation program, payment of Monthly Income will be continued. However, Basic Monthly Earnings, for purposes of determining the amount of Monthly Income payable, will be reduced by earnings from the approved rehabilitation program. Accordingly the definition of Basic Monthly Earnings is modified during an approved rehabilitation program to mean (a) basic monthly earnings immediately prior to commencement of total disability, less (b) monthly earnings from the approved rehabilitation program.

C. EXCEPTIONS AND LIMITATIONS

1. Continuing Practice Physicians' Benefits do not include disability caused or contributed to by any of the following:

    a. Any insurrection, war or act of war. War includes declared or undeclared war, whether civil or international, and any substantial armed conflict with organized forces of military nature;

    b. Injuries intentionally inflicted by the Member, while sane or insane; and

    c. Committing or attempting to commit an assault or felony or participating in a violent disorder.

2. No Continuing Practice Physicians' benefits are payable for any period during which:

    a. The Member is confined to any penal or correctional institution in connection with a criminal or other public offense, or

    b. The Member is engaged in any occupation, work or employment for wage or profit, unless such occupation, work or employment is part of an Approved Rehabilitation Program, or

    c. The Member is not regularly seen and treated personally by a physician, or

    d. The Member, under the terms of his employment, is scheduled to be away from work with or without pay. The Member is not entitled to simultaneously receive both accrual payments and Continuing Practice Physicians' benefits.

3. If total disability is caused directly or indirectly by a mental or nervous disorder, Monthly Income payments for each period of total disability due to either or both of such causes shall not be made for more than 24 months, except that if the Member is confined in a hospital as a resident patient at the end of such 24 months, this 24 month limitation shall not apply during the continuance of such confinement.

4. If total disability is caused directly or indirectly by alcoholism, drug addiction or the use of any hallucinogen, Monthly Income payments for all periods of total disability due to one or more of such causes shall not be made for more than 24 months during the entire lifetime of the Member.

5. If a period of total disability is caused or contributed to by a pre-existing condition or medical or surgical treatment for a pre-existing condition, no Monthly Income will be payable for such period of total disability unless the Member's Continuing Practice Physicians' coverage has been in force for at least 12 consecutive months immediately preceding commencement of such total disability and the Member has been actively working at his employer's usual place of business for at least 12 consecutive months after the effective date of the Member's eligibility for participation in the Continuing Practice Physicians' program.

    Pre-existing condition is defined as a mental or physical condition for which the Member has received medical treatment or services, taken prescribed drugs or medicines or consulted a physician at any time during the three month period immediately preceding the effective date of the Member's eligibility to participate in the Continuing Practice Physicians' program.

6. Continuing Practice Physicians' Income is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

Section 5. PAYMENT OF CLAIMS

A. PAYMENT OF BENEFITS

All benefits provided by this program shall be paid as stated in this section upon receipt of written proof on the County's forms or (if such forms are not furnished by the County) upon receipt of

written proof within 15 days after demand therefore, covering the occurrence, character and extent of the event for which claim is made.

Any benefits for loss of life provided by this program will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. Any other accrued benefits unpaid at the insured Member's death may, at the option of the County, be paid either to the beneficiary or the Member's estate. All other benefits will be payable to the Member.

B. PROOF OF LOSS

Written proof of loss must be furnished to the County within 90 days after the date of such loss in all cases of claim for loss for which this program provides any periodic payment contingent upon continuing loss. In the event of claim for total disability, subsequent written proofs of continuance of total disability must be furnished to the County, at the Member's expense, at such intervals as the County may reasonably require. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Member, later than one year from the time proof is otherwise required.

The County shall have the right to require, as part of the proof of loss with respect to Continuing Practice Physicians' benefits, satisfactory evidence:

1. That the Member has made application for all Deductible Benefits;

2. That he has furnished all required proofs for such benefits; and

3. The amount of such benefits payable.

C. PHYSICAL EXAMINATION AND AUTOPSY

The County, at its own expense, shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is nor forbidden by law.

D. ASSIGNMENT

The Member's eligibility and benefits are non-assignable.

Section 6. MISSTATEMENT OF INFORMATION

In the event of the misstatement of the age of any Member, there will be made an equitable adjustment of the benefits.