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21 **UNITED STATES DISTRICT COURT**

22 **NORTHERN DISTRICT OF CALIFORNIA**

23 RETIREE SUPPORT GROUP OF CONTRA
COSTA COUNTY,

24 Plaintiff,

25 v.

26 CONTRA COSTA COUNTY,

27 Defendant.
28

CASE NO. C 12-00944 JST

SETTLEMENT AGREEMENT

Judge: Hon. Jon S. Tigar

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1 **1. Introduction.**

2 1.1 This Settlement Agreement ("Agreement") is entered into by and between Plaintiff
3 Retiree Support Group of Contra Costa County ("RSG"), the Plaintiff Class
4 Representatives to be named in a Third Amended Complaint ("TAC") on behalf of
5 the Class ("Plaintiff Class Representatives"), and Defendant Contra Costa County
6 (the "County"). County, RSG and the Plaintiff Class Representatives shall each be
7 referred to as a "Party" or collectively as the "Parties."

8 1.2 This Agreement applies to all eligible County retired employees receiving County
9 retiree health benefits who retired on or before December 31, 2015 except for
10 Excluded Retirees as defined herein ("County Retirees"). The retirees who do not
11 opt out of the Class and receive health benefits from the County pursuant to this
12 Agreement will be referred to herein as the "Settling Retiree Class."

13 1.3 This Agreement does not apply to any retirees from the County who were
14 represented at the time they retired by the California Nurses Association ("CNA"),
15 or by the Physicians' and Dentists' Organization of Contra Costa ("PDOCC"), or to
16 the retirees from the County who are receiving health care coverage under the
17 Public Employees' Medical and Health Care Act, Government Code § 22751, et.
18 seq., ("PEMHCA"). These retirees will be referred to collectively as the "Excluded
19 Retirees."

20 1.4 RSG brought suit in the United States District Court for the Northern District of
21 California (the "Court"), Civil Action No. C 12-00944 JST in which it, based on its
22 alleged associational standing, on behalf of its members, alleged that the County
23 promised to fund 80% or more of the cost of retiree health care benefits for at least
24 one health plan provided by the County for the lifetime of retirees from the County
25 and their dependents, and sought injunctive and declaratory relief, as set forth more
26 fully in the Second Amended Complaint ("SAC").

27 1.5 The Parties now wish to effect a complete resolution and settlement of all claims,
28 disputes and controversies that were alleged or that could have been alleged in or
otherwise relate without limitation to the allegations in the SAC and TAC
(hereafter collectively the "Lawsuit") by RSG and by the Class concerning the
County's Health Plans and subsidies paid for such plans, as provided herein.

To effect a complete resolution and settlement of all such claims, disputes, and
controversies, the Parties have agreed to stipulate to the filing of a TAC by RSG
and Plaintiff Class Representatives on behalf of the Class alleging damage claims
by the Class. The Parties also have agreed to a process for approving the Parties'
Agreement, Certifying and Notifying the Class, and obtaining the Court's Final
Approval of the Agreement, as set forth fully herein.

23 **2. No Admission of Liability.**

24 By agreeing to and voluntarily entering into this Agreement, County makes no admission
25 or concession to RSG, the Plaintiff Class Representatives, or any member of the Class,
26 direct or indirect, express or implied, as to any claims that were alleged or could have been
27 alleged in the Lawsuit, that it promised, represented or agreed to provide County retirees
28 lifetime or vested health care benefits of any kind whatsoever including without limitation
under any Memorandum of Understanding ("MOU") or County Board of Supervisors
Resolution or otherwise, that it promised, represented or agreed to fund any percentage or
dollar level of health care subsidy, that it promised, represented or agreed to any particular
health plan structure or plan design, that it promised, represented or agreed to blend retiree

1 groups for rate setting purposes with County employees, or otherwise violated any
2 contract, promises, representation, obligation, or any other federal, state, or local law,
3 constitution, code, statute or regulation of any kind. Nothing in this Agreement shall
4 constitute or operate as an admission by County in any context that the County is required
5 to provide lifetime or vested health care benefits, to fund any percentage or dollar level of
6 health care subsidy, or to provide any particular health plan structure or plan designs under
7 any MOU or County Board of Supervisor Resolution of action or in any other manner.
8 Nor shall any Party, or its counsel, make reference to this Agreement as support for any
9 prior or future claim against the County except as provided in Section 8 and provided that
10 RSG may provide such information to its Board and members as is needed for approval
11 and County may provide such information to its Board, its employees, and others as
12 necessary for the approval.

13 **3. Definitions.**

14 In addition to the terms defined elsewhere in this Agreement, the following terms shall
15 have the meanings set forth below:

16 3.1 "Agreement" or "Settlement" means this Settlement Agreement.

17 3.2 "Claims Administrator" means the third party administrator selected pursuant to the
18 procedure set forth in this Agreement and approved by the Court to provide notice
19 to the Class and process any objections and/or requests to opt out of the Settlement
20 as provided herein.

21 3.3 "Class" is defined as all eligible retirees from the County receiving County retiree
22 health benefits who have retired and eligible County employees who retire on or
23 before December 31, 2015 except for Excluded Retirees. The Class also includes a)
24 eligible retirees of Board of Supervisors governed special districts who are in
25 County Health Plans and do not receive health care coverage under PEMHCA and
26 b) eligible retirees from the Contra Costa County Superior Court who were County
27 employees at the time of retirement and who are in County Health Plans and do not
28 receive health care coverage under PEMHCA. "Class Member" means any
member of the Class.

3.4 "Class Counsel" means the law firm of Keller Rohrback, L.L.P.

3.5 "Class Notice" means the Court- approved notice informing the Class of: (1) the
terms of the Agreement; and (2) their right to object to or Opt-Out of the
Agreement.

3.6 "County Health Plans" means health plans offered by the County at any point in
time, excluding PEMHCA health plans.

3.7 "County Retiree" means eligible County retired employees receiving County retiree
health benefits who retired on or before December 31, 2015 except for Excluded
Retirees. County Retirees also includes a) eligible retirees of Board of Supervisors
governed special districts who are in County Health Plans and do not receive health
care coverage under PEMHCA and b) eligible retirees from the Contra Costa
County Superior Court who were County employees at the time of retirement and
who are in County Health Plans and do not receive health care coverage under
PEMHCA.

3.8 "CNA" means the California Nurses Association.

- 1 3.9 "County" means Defendant Contra Costa County.
- 2 3.10 "Costs" means all out-of-pocket expenses in this Lawsuit and in enforcement
3 proceedings under Section 14 of this Agreement and shall include (but not be
4 limited to) amounts paid and payable to the Court, experts and mediators.
- 5 3.11 "County's Counsel" means Sharon L. Anderson, County Counsel, and the Office of
6 County Counsel of Contra Costa County, and Raymond F. Lynch and his firm,
7 Hanson Bridgett LLP.
- 8 3.12 "Court" means the United States District Court for the Northern District of
9 California.
- 10 3.13 "Dispute Resolution" means the process described in Section 14 herein
- 11 3.14 "Excluded Retirees" means all retirees from the County who were represented at
12 the time they retired by the CNA, or by the PDOCC, and the retirees who are
13 receiving health care coverage under PEMHCA.
- 14 3.15 "Fairness Hearing" is the hearing held under Federal Rules of Civil Procedure Rule
15 23(e)(2) to determine whether the Agreement is "fair, reasonable, and adequate."
- 16 3.16 "Final Approval Order" means the Order approving this Agreement by a United
17 States District Judge after the Fairness Hearing by signature of a Court Order in a
18 form substantially similar to that submitted by the Parties that, among other things,
19 finally resolves all claims and causes of action alleged or that could have been
20 alleged in the Lawsuit, attaches this Agreement as an exhibit, and has become final
21 and for which the appeal period has expired.
- 22 3.17 "Maximum Fixed Monthly Premium Subsidies" means the maximum specific
23 dollar amount of monthly premium subsidies the County will pay by health plan
24 provider, plan and Tier, which are listed in the column of Exhibit 2 titled
25 "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" by health care
26 provider, plan, and Tier. In the event the monthly plan premium as determined by
27 and between the County and its health care providers for a plan year is less than the
28 specific dollar amount of the respective Maximum Fixed Monthly Premium
Subsidy, the subsidy the County will pay as the Maximum Fixed Monthly Premium
Subsidy for that plan year will be one hundred percent of the monthly plan
premium as determined by and between the County and its health care providers
less one cent.
- 3.18 "Lawsuit" means Northern District of California Case No. C 12-00944 JST entitled
Retiree Support Group of Contra Costa County v. Contra Costa County, including
without limitation the claims alleged or which could have been alleged in the
Complaint, First Amended Complaint, SAC and TAC.
- 3.19 "Medicare Retiree Dependents" are defined as dependents of living County
Retirees who are eligible for enrollment in County Health Plans and who are either
participating in or eligible to participate in Medicare.
- 3.20 "Medicare Retirees" are defined as County Retirees who maintain continuous
enrollment in County Health Plans and who are either participating in or eligible to
participate in Medicare and who have retired on or before December 31, 2015,
EXCLUDING all retirees represented by CNA and PDOCC at the time of
retirement AND EXCLUDING all retirees who participate in CalPERS/PEMHCA

1 health plans. All persons listed in Exhibit 1 are also excluded from this definition
2 unless they enroll in Medicare.

3 3.21 "Medicare Survivors" are defined as a County Retiree's dependents who are
4 enrolled in County Health Plans at the time of the Retiree's death who either
5 participate in, or are eligible to participate in Medicare.

6 3.22 "MOU" means a Memorandum of Understanding between a labor organization and
7 County.

8 3.23 "Non-Medicare Retiree Dependents" are defined as dependents of living County
9 Retirees who are eligible for enrollment in County Health Plans, but are not yet
10 eligible to participate in Medicare. A dependent child ceases to be a Non-Medicare
11 Retiree Dependent and is no longer eligible to enroll in County Health Plans at the
12 time that he/she would be ineligible to enroll in County Health Plans if the retiree
13 were still a County employee. When a Non-Medicare Retiree Dependent becomes
14 eligible to participate in Medicare, he/she will cease to be a Non-Medicare Retiree
15 Dependent and will become a Medicare Retiree Dependent. Non-Medicare Retiree
16 Dependents who are over 65 and are the spouses/domestic partners of persons
17 listed in Exhibit 1 who were not required to enroll in Medicare will be deemed
18 ineligible to participate in Medicare for purposes of this Agreement, unless they
19 enroll in Medicare.

20 3.24 "Non-Medicare Retirees" are defined as County Retirees who maintain continuous
21 enrollment in County Health Plans and who are not yet eligible to participate in
22 Medicare and who have retired on or before December 31, 2015 and the persons
23 listed on Exhibit 1, attached hereto, (which lists the roughly 90 plus retirees who
24 were never required to and did not enroll in Medicare), EXCLUDING ALL retirees
25 represented by CNA or PDOCC at the time of retirement, AND EXCLUDING
26 ALL retirees who participate in CalPERS/PEMHCA health plans. Excepting
27 persons listed on Exhibit 1, when a Non-Medicare Retiree becomes eligible to
28 participate in Medicare, he/she will cease to be a Non-Medicare Retiree and will be
a Medicare Retiree. Persons listed in Exhibit 1 are deemed ineligible to participate
in Medicare for purposes of this Agreement, unless they enroll in Medicare.

3.25 "Non-Medicare Survivors" are defined as a County Retiree's dependents who are
enrolled in County Health Plans at the time of the Retiree's death and who are not
yet eligible to participate in Medicare. A surviving child will cease to be a Non-
Medicare Survivor and will no longer be eligible to enroll in County Health Plans
at the time that he/she would be ineligible to enroll in County Health Plans if the
Retiree were still alive. When a Non-Medicare Survivor becomes eligible to
participate in Medicare, he/she will cease to be a Non-Medicare Survivor and will
become a Medicare Survivor. A Non-Medicare Survivor who is over age 65 and
was the spouse or domestic partner of a person listed in Exhibit 1 and who was not
required to enroll in Medicare will be deemed ineligible to participate in Medicare
for purposes of this Agreement, unless he/she enrolls in Medicare.

3.26 "Notice Deadline" means the deadline for mailing notice as ordered by the Court as
part of the Preliminary Approval process of this Agreement as provided in Section
9.

3.27 "Opt-Out" means the process by which a Class Member chooses not to be part of
the "Retiree Settling Class" as provided in Section 7.

3.28 "Party" means RSG, County or Plaintiff Class Representative(s).

- 1 3.29 "Parties" means RSG, County and Plaintiff Class Representatives(s).
- 2 3.30 "PEMHCA" means Public Employees' Medical and Health Care Act, Government
- 3 Code § 22751, et. seq.
- 4 3.31 "PDOCC" means Physicians' and Dentists' Organization of Contra Costa.
- 5 3.32 "Preliminary Approval" means the initial approval by the Court of the terms of this
- 6 Agreement, which shall occur prior to any notice being provided in accordance
- 7 with Section 8 of this Agreement.
- 8 3.33 "Plaintiff Class Representatives" means the class representatives named in the
- 9 TAC.
- 10 3.34 "RSG" means Plaintiff Retiree Support Group of Contra Costa County.
- 11 3.35 "RSG Counsel" and "Class Counsel" means Jeffrey Lewis and his firm, Keller
- 12 Rohrbach, L.L.P.
- 13 3.36 "Settling Retiree Class" is defined as the Class or all Class Members minus the
- 14 County Retirees who opt out of the Class as provided in Section 7. "Settling
- 15 Retiree Class Member" means any member of the Settling Retiree Class.
- 16 3.37 "Survivor" means a retiree's eligible dependent who is enrolled in County Health
- 17 Plans at the time the retiree dies. A person ceases to be a "Survivor" at such time
- 18 as he/she would not be eligible to enroll in County Health Plans if the retiree were
- 19 still alive.
- 20 3.38 "SAC" means the Second Amended Complaint in this Lawsuit.
- 21 3.39 "TAC" means the Third Amended Class Complaint to be filed by RSG, and by
- 22 Plaintiff Class Representatives on behalf of the Class, the filing of which is
- 23 stipulated to for settlement purposes only, which seeks injunctive and declaratory
- 24 relief as alleged in the Second Amended Complaint herein and additionally alleges
- 25 damages on behalf of the Class referred to in Paragraphs 4.3 and 5.1.2.
- 26 3.40 "Tier" refers to grouping of health care recipients which health plan providers
- 27 utilize to determine health care premium rates for their health care plans. County's
- 28 health care plans currently utilize a Two Tier structure for Non-Medicare Retirees:
- Retiree and Retiree Plus Family. County is in the process of attempting to
- implement a Three Tier structure for Non-Medicare Retirees: Retiree; Retiree Plus
- One Dependent; and Retiree Plus Two Or More Dependents.

4. Conditions Precedent.

Notwithstanding any other provision in this Agreement, each of County's Obligations under Section 6 are prospective only and conditioned upon and do not become operative until the occurrence of all of the following condition precedent events:

- 4.1 The Agreement is approved by the RSG Board and membership of RSG in conformity with RSG's Bylaws, is executed on behalf of RSG, and RSG provides to the County a notarized certification under penalty of perjury from an authorized officer of RSG that the RSG membership vote on the Agreement is in compliance with RSG's Bylaws and that the officer of RSG signing the Agreement and certification has the authority to execute them on behalf of RSG.

1 County's Health plans and subsidies paid for such plans, as provided in
2 Sections 10.2 and 12.

3 **6. County's Obligations Once Agreement is Final.**

4 Subject to its right to void the Agreement under Section 7, and subject to the Conditions
5 Precedent in Section 4, County agrees to the following obligations to the Settling Retiree
6 Class:

7 6.1 To Non-Medicare Retirees Eligible to Participate:

8 6.1.1 Provide Non-Medicare Retirees and Non-Medicare Retiree Dependents,
9 until such time as they are eligible to participate in Medicare, access to the
10 same health plan providers and the same health plans that County provides
11 for County employees.

12 6.1.2 Non-Medicare Retirees, and their Non-Medicare Dependents shall remain
13 blended with County employees not participating in CalPERS/PEMHCA
14 health plans for purposes of rate setting. The respective plan premiums, co-
15 pays, and deductibles shall be the same for these groups as set forth in
16 County's Health Plans for its employees at any point in time, until such time
17 as the Non-Medicare Retirees have become eligible to participate in
18 Medicare.

19 6.1.3 Pay the Maximum Fixed Monthly Premium Subsidies for health plans by
20 provider and plan until such time as the Non-Medicare Retirees are eligible
21 to participate in Medicare and subject to Paragraph 6.2. For the limited
22 number of retirees not required to enroll in Medicare, listed on Exhibit 1,
23 pay such Maximum Fixed Monthly Premium Subsidies for the lifetimes of
24 these retirees, unless they enroll in Medicare. Each of the Maximum Fixed
25 Monthly Premium Subsidies are fixed and shall not increase, except as
26 provided in Paragraph 6.1.6 herein.

27 6.1.4 Effective on January 1, 2017, if and only if all of the conditions precedent
28 in Section 4 are met, and if and only if a Three Tier health premium system
is in effect for the majority of County employees in County Health Plans,
implement a Three Tier premium structure for all of the Non-Medicare
Retirees: Retiree, Retiree Plus One Dependent, and Retiree Plus Two Or
More Dependents, until such time as all of the Non-Medicare Retirees have
become eligible to participate in Medicare.

6.1.5 Effective January 1, 2017, if and only if all of the conditions precedent in
Section 4 are met, and if and only if a Three Tier system is in effect for the
majority of County employees in County Health Plans, for all of Non-
Medicare Retirees, pay the various Maximum Fixed Monthly Premium
Subsidies for "retiree only" by plan; for Retiree Plus One Dependent pay
the various Maximum Fixed Monthly Premium Subsidies for "retiree and
one or more dependents" by plan; for Retiree Plus Two Or More
Dependents pay the various Maximum Fixed Monthly Premium Subsidies
for "retiree and one or more dependents" by plan, as increased by Paragraph
6.1.6 herein.

6.1.6 After all conditions precedent in Section 4 are met, County shall increase
the Maximum Fixed Monthly Premium Subsidy amount for the Retiree Plus
Two or More Dependents Tier (defined as Tier III) by \$150 on the first day

1 of the plan year in which a three Tier premium structure is implemented,
2 following County's Open Enrollment, for all of the Non-Medicare Retirees
3 in County Health Plans. This will not increase the Maximum Fixed
4 Monthly Premium Subsidy for any dental plan provided to any such retiree.

5 6.1.7 Retirees shall remain blended with County employees for purposes of
6 setting dental plan rates and the respective plan premiums, and County will
7 continue to pay the Maximum Fixed Monthly Premium Subsidy amount for
8 dental plans by provider and plan as shown on Exhibit 2.

9 6.1.8 If County replaces an existing health plan provider or an existing health
10 plan with a new health plan provider and/or health plan for active County
11 employees, Non-Medicare Retirees and Non-Medicare Retiree Dependents
12 shall have access to such new providers and/or plans. The County subsidy
13 for new medical plans shall be the same as the Maximum Fixed Monthly
14 Premium Subsidy amount for Kaiser Permanente Basic Plan B subsidies
15 shown on Exhibit 2, except that the subsidy for the Retiree Plus Two or
16 More Dependents Tier will be increased as provided in Paragraph 6.1.6
17 herein. The County subsidies for new dental plans shall be the same as the
18 Maximum Fixed Monthly Premium Subsidy amounts for dental plans with
19 Kaiser Permanente Plans shown on Exhibit 2.

20 6.2 To Medicare Retirees Eligible To Participate:

21 6.2.1 Provide Medicare Retirees and their Medicare Retiree Dependents access to
22 the same health providers that County provides for County employees for
23 the lifetimes of the Medicare Retirees, but to those providers' Medicare
24 supplemental and Coordination of Benefits ("COB") plans offered by the
25 County, such as the Kaiser-Senior Advantage Plan.

26 6.2.2 Provide the same Maximum Fixed Monthly Premium Subsidies for the
27 Medicare supplemental and COB plans for the lifetimes of the Medicare
28 Retirees, except as provided in paragraph 6.2.3

6.2.3 Effective January 1, 2021, and continuing for the lifetimes of the Medicare
Retirees increase the amount of the County monthly Maximum Fixed
Monthly Premium Subsidy shown on Exhibit 2 for medical plans by \$25 for
Medicare Retirees with no dependents and for Medicare Retirees with all
dependents on Medicare.

6.2.4 Retirees shall remain blended with County employees for purposes of
setting dental plan rates and the respective plan premiums, and County shall
continue to pay the Maximum Fixed Monthly Premium Subsidy for dental
plans by provider and plan shown on Exhibit 2.

6.2.5 If County replaces an existing health plan provider or an existing Medicare
supplemental or COB plan with a new provider and/or plan for Medicare
Retirees, then Medicare Retirees and Medicare Retiree Dependents shall
have access to such new providers and/or plans. The subsidies for new
Medicare supplemental and COB plans shall be the same as the current
Kaiser B subsidies shown on Exhibit 2 for Kaiser Senior Advantage Plan B
and combination plans, except that these subsidies shall be increased as
provided in Paragraph 6.2.3. The subsidies for new dental plans shall be the
same as the Maximum Fixed Monthly Premium Subsidy amounts for dental
plans with the Kaiser Permanente Plan shown on Exhibit 2.

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6.3 To Survivors:

6.3.1 County shall not pay a premium subsidy for any health plan for any Medicare or Non-Medicare Survivor of any deceased retiree.

6.3.2 Provided that the Non-Medicare Survivors maintain continuous enrollment in County Health Plans, County shall provide the Non-Medicare Survivors of a deceased retiree access, until the Survivors are eligible to participate in Medicare, to the same County Health Plan providers and blended rates referenced in Paragraphs 6.1.1 and 6.1.2. Such access will be at the sole cost of the Survivor.

6.3.3 Provided that the Medicare Survivors maintain continuous enrollment in County Health Plans, the County will provide the Medicare Survivors of a deceased retiree access, for their lifetimes, to the same health plan providers and Medicare supplemental and COB plans offered to Medicare Retirees referenced in Paragraph 6.2.1. Such access will be at the sole cost of the Survivor.

7. Opt-Out Right.

7.1 Any Class Member may request exclusion from the Class for purposes of settlement. Class Members who wish to opt-out of the Class for purposes of the Settlement must submit a written and signed request for exclusion from the Settlement ("Opt-Out Statement") to the Claims Administrator. Opt-Out Statements must be postmarked and mailed to the Claims Administrator not later than sixty (60) calendar days after the Notice Deadline set by the Court, must include the Class Member's name and current contact information, and must affirmatively state that the Class Member does not want to be covered by the Settlement.

7.2 The Claims Administrator shall stamp the date received on the original of any Opt-Out Statement it receives and serve copies of the Opt-Out Statement on Class Counsel and County's Counsel not later than five (5) business days after receipt thereof and shall file the date-stamped originals of any Opt-Out Statements with the Court not later than ten (10) business days prior to the date set for the Fairness Hearing. The Claims Administrator shall retain copies of all Opt-Out Statements in its files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement.

7.3 If the number of Class Members opting out of the Agreement in the manner provided in this Agreement exceeds five percent (5%) of the total number of eligible Class Members, then County, at its sole option and discretion, shall have the right to void this Agreement by electronically filing a Notice of its decision to void the Agreement in the Lawsuit until the thirtieth (30th) day after the Court requires individuals to return all Opt-Out Statements.

7.4 If County exercises its option to void the Agreement, all of the Parties' obligations under this Agreement shall cease to be of any force and effect, and the Agreement and any orders entered in connection therewith shall be vacated, rescinded, cancelled, and annulled, and the Parties shall return to the status quo in the Lawsuit as if the Parties had not entered into the Agreement, including resumption of the case based on the SAC as of July 30, 2015. In addition, the Agreement and all negotiations, Court orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto, and evidence relating to the

1 Agreement and all negotiations shall be protected in accordance with Federal Rules
2 of Evidence 408 and shall not be admissible, discoverable or used in any manner in
3 the Lawsuit.

4 **8. Preliminary Approval, Objections, and Fairness Hearing.**

- 5 8.1 Promptly after execution of this Agreement, the Parties shall cooperate to file by
6 March 17, 2016, a motion seeking orders Granting Preliminary Approval of this
7 Agreement, Authorizing the Filing of the Third Amended Complaint, Preliminarily
8 Certifying the Class for Settlement Purposes Only, and Approving the Proposed
9 Form of Notice and Plan for Providing Notice Submitted by the Parties.
- 10 8.2 Any Class Member may object to the proposed Agreement by filing, within sixty
11 (60) days after the Notice Deadline set by the Court, written objections with the
12 Court as provided by the Court's Order of Preliminary Approval of Settlement.
- 13 8.3 Responses by County Counsel and Class Counsel to any timely-filed objections
14 shall be made no less than five (5) business days before the Fairness Hearing as
15 provided by the Court's Order.
- 16 8.4 The Parties shall use their best efforts to schedule a Fairness Hearing, and to
17 request the Court to issue a Final Approval Order as provided in Section 10.

18 **9. Notice.**

19 After the Court enters its order granting preliminary approval of the Settlement, all Class
20 Members shall be provided with the Class Notice (updated to reflect the order granting
21 preliminary approval of the Settlement and any dates and deadlines set by the Court) by the
22 Claims Administrator as follows:

- 23 9.1 Within fifteen (15) calendar days after the Court grants preliminary approval of the
24 Settlement, County shall provide to the Claims Administrator a list of Class
25 Members, and their then-current or last known addresses.
- 26 9.2 On or before the Notice Deadline, the Claims Administrator shall mail the Class
27 Notice to all Class Members via first-class regular U.S. Mail, using the address
28 information provided by the County.
- 9.3 If any Class Notice is returned as undeliverable within thirty (30) calendar days of
the mailing of the Class Notice with a forwarding address, the Claims
Administrator shall have seven (7) calendar days to re-mail a Class Notice to the
forwarding address. If any Class Notices are returned as undeliverable within thirty
(30) calendar days of the mailing of the Class Notice without a forwarding address,
the Settlement Administrator shall have seven (7) calendar days from receipt of the
returned Class Notice to conduct a search for a more current address for the Class
Member and to re-mail a Class Notice to the Class Member. The Claims
Administrator shall be responsible for taking all reasonable steps to trace the
mailing address of any Class Member for whom a Class Notice is returned by the
U.S. Postal Service as undeliverable. These reasonable steps will include, at a
minimum, the tracking of all undelivered mail, performing an address search for all
mail returned without a forwarding address, and promptly re-mailing the Class
Notice to Class Members for whom new addresses are found.

- 1 9.4 The Claims Administrator shall provide weekly status reports to counsel for the
2 Parties, including: (a) the number of Class Notices mailed; and (b) the number of
3 Opt-Out Statements received.
- 4 9.5 No later than fourteen (14) calendar days before the Final Approval Hearing, the
5 Claims Administrator shall serve on Class Counsel and the County's counsel, for
6 filing with the Court in support of Plaintiff's motion for final approval of the
7 Settlement, a declaration setting forth its compliance with this section of this
8 Agreement, and attaching all Opt-Out forms that it has received, together with
9 envelopes showing the date on which each Opt-Out form was postmarked.
- 10 9.6 The Class Settlement Notice, and the Plan for Providing Notice must satisfy the
11 requirements of Federal Rule of Civil Procedure 23, and must be approved by the
12 Court. In Plaintiff Class Representatives' motion for preliminary approval of the
13 Agreement, the Plaintiff Class Representatives shall propose a deadline for the
14 Class Administrator to send the Class Settlement Notice ("Notice Deadline") and
15 the proposed Notice Deadline shall be as soon as reasonably practicable.

16 **10. Order, Final Approval and Dismissal.**

- 17 10.1 At the time of the Fairness Hearing, the Parties shall ask the Court to enter the Final
18 Approval Order in a form agreeable to the Parties granting Final Approval of this
19 Agreement and Finally Certifying the Class for Settlement Purposes Only.
- 20 10.2 The Final Approval Order shall attach this Agreement as an exhibit, and shall
21 provide for the Releases of All Claims by RSG and the Settling Retiree Class
22 pursuant to Section 12, and shall dismiss with prejudice any claims alleged by RSG
23 for or on behalf of retired County employees represented by CNA and PDOCC at
24 the time of retirement and retired County employees who participate in
25 CalPERS/PEMHCA health plans.
- 26 10.3 The Lawsuit shall be dismissed with prejudice pursuant to Rule 41 of the Federal
27 Rules of Civil Procedure when the Final Approval Order is filed; provided,
28 however, without affecting the finality of the terms of this Agreement or the Final
Approval Order, the Court shall retain jurisdiction only until June 30, 2024 for the
sole and limited purpose of enforcing the express terms of this Agreement by the
Parties as set forth in Section 14. The continuing jurisdiction provided by this
Paragraph does not extend to any obligation not expressly created by this
Agreement.

11. Mediation and Settlement Statements and Communications.

- 11.1 The parties, Counsel for RSG and Counsel for the County agree that all oral or
written statements and communications made since July 23, 2015 by the parties or
their counsel in the mediation or after the mediation, related to the mediation or to
the implementation of the mediated settlement, are neither admissible nor
discoverable in any action, nor may they be used in any way in the Lawsuit in the
event the settlement is not fully implemented, is not approved by RSG, the County,
or the Court, or is rejected by the County as provided in Section 7. The agreement
in this paragraph shall terminate when and if the settlement is not fully
implemented, is not approved by RSG, the County, or the Court, or is rejected by
the County as provided in Section 7; provided, however, that statements and
communications made after July 23, 2015 and before such termination are neither
admissible or discoverable, nor may they be used in any way in the Lawsuit.

1 11.2 If this Agreement is approved by the Court in the Final Approval Order, this
2 Agreement will be admissible in evidence in any civil action or proceeding to
enforce the terms of this Agreement.

3 **12. Releases.**

4 12.1 Release of All Claims.

5 12.1.1 Effective on the date of the Final Approval Order, RSG, its predecessors,
6 successors, assigns, agents, officers, directors, and employees and Plaintiff
7 Class Representatives, on behalf of the Settling Retiree Class, and each of
8 their respective spouses, dependents, survivors, executors, successors, heirs,
9 assigns, administrators, agents and representatives (collectively, the
"Releasing Parties") in consideration of the relief set forth herein, the
10 sufficiency of which is expressly acknowledged, unconditionally and
11 forever do fully and finally release, acquit, and forever discharge County,
12 including but not limited to its Board of Supervisors, departments, officials,
13 officers, agents, attorneys, insurers, and employees, their predecessors,
14 successors, and assigns, and any other person or persons, entity or entities
of any kind whatsoever for whose actions, representations, or omissions
County may be legally responsible and/or who were involved with the
County's health plan in the provision of health care to its retirees in any way
15 whatsoever from the Released Claims as defined in Paragraph 12.1.2
16 ("Released Parties"); provided, however, that Released Parties do not
17 include any County Health Plan providers with which County contracts to
18 provide health care at any point in time, as distinct from the County.

19 12.1.2 The "Released Claims" are all claims that were alleged or could have been
20 alleged in the Lawsuit by the Releasing Parties, including without
21 limitation, any and all claims, rights, demands, charges, complaints,
22 obligations, actions, debts, suits and causes of action, whether known or
23 unknown, suspected or unsuspected, accrued or unaccrued, for past or
24 future injuries or damages, including without limitation, injunctive,
declaratory or equitable relief, or monetary damages of any kind, including
without limitation, statutory, actual, compensatory, consequential, special,
or punitive however described, based on actions, representations, or
omissions preceding Final Approval of this Agreement arising out of or
relating in any way to any of the legal, factual, or other allegations made in
the Lawsuit, or any legal theories that could have been raised based on the
allegations of the Lawsuit that relate in any way to the health care provided
by the County to the Releasing Parties under law, contract, policy, practice,
legislation or statute, including without limitation claims under federal,
state, or local constitutions, statutes, codes, regulations, or resolutions, any
claims that the County promised or guaranteed to pay a certain percentage
of subsidy for retiree health care, or to treat retirees the same as current
County employees with respect to health care subsidies. and any claims
under any MOU, contract, tort or common law of any kind, or otherwise.

25 12.1.3 The Parties agree that the releases described in Section 12 shall be
26 construed broadly and to the fullest extent permitted by law, and that the
27 Final Approval Order will be fully binding and effective for purposes of res
judicata and collateral estoppel upon the Releasing Parties with respect to
claims described in Paragraph 12.1.2.

28 12.1.4 Section 1542 Waiver of Known or Unknown Claims. The Releasing Parties

1 understand and expressly agree that this Agreement extends to all Released
2 Claims of every nature and kind, known or unknown, suspected or
3 unsuspected, past, present, or future, arising from or attributable to any act,
4 conduct, policy, practice, contract of County, whether known by the
5 Releasing Parties or whether or not any Releasing Party believes he or she
6 may have any claims, and that any and all rights granted to the Releasing
7 Party under Section 1542 of the California Civil Code or any analogous
8 state law or federal law or regulations, are hereby expressly WAIVED.
9 Said Section 1542 of the California Civil Code reads as follows:

10
11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
12 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
14 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
15 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
16 WITH THE DEBTOR.

17
18 **13. No Third Party Beneficiaries.**

19 13.1 Each of the Parties' intent is to confer only the rights, benefits and remedies
20 expressly provided in this Agreement upon the Retiree Settlement Class, RSG, the
21 Plaintiff Class Representatives, County, any Survivors, or any person specified in a
22 valid Court approved Qualified Medical Child Support Order ("QMCSO
23 Beneficiary") only. Each of the Parties specifically decline to provide any rights,
24 benefits or remedies, of any kind whatsoever, to any other persons or entities,
25 whatsoever, under either this Agreement or the Final Approval Order.

26 13.2 Only the Parties, members of the Settling Retiree Class, Survivors, or a QMCSO
27 Beneficiary may seek to enforce the terms of this Agreement through the process
28 provided for in Section 14 of this Agreement.

17
18 **14. Enforcement of the Agreement.**

19 Any proceedings to enforce the express terms of this Agreement by the Parties, Settling
20 Retiree Class members, Survivors or a QMCSO Beneficiary as approved in the Final
21 Approval Order shall be brought under the procedures described in Section 14 only until
22 June 30, 2024. Such proceedings shall follow the procedure described in Paragraph 14.1
23 and if no resolution is reached, the procedure described in Paragraph 14.2 shall be
24 followed:

25 **14.1 Informal Resolution:**

26 14.1.1 Any Party seeking enforcement of the express terms of this Agreement
27 shall notify the other Parties and provide a written statement identifying the
28 express term of the Agreement allegedly not complied with, the factual and
legal basis upon which enforcement is sought, and the specific relief sought
(the "Party Notice"). The other Parties shall respond in writing to the Party
Notice within forty-five (45) calendar days of receipt of the Party Notice
("Response To Party Notice").

14.1.2 Any Settling Retiree Class member, Survivor, or QMCSO Beneficiary
seeking enforcement of the express terms of this Agreement shall first
provide RSG and the other Parties with a written statement identifying the
express term of the Agreement allegedly not complied with, the factual and
legal basis upon which enforcement is sought, and the specific relief sought

1 ("Non-Party Notice To RSG"). RSG shall decide whether it will pursue
2 enforcement within forty-five (45) calendar days of receipt of the Non-Party
Notice To RSG.

3 If RSG decides it will pursue enforcement, it will notify the other Parties
4 and provide them with a Party Notice as described in Paragraph 14.1.1. The
5 other Parties will each provide their response to the Party Notice within
forty-five (45) calendar days of receipt of the Party Notice.

6 If RSG declines to pursue enforcement of the Non-Party Notice To RSG, or
7 has taken no action to pursue enforcement of the Non-Party Notice To RSG
8 within forty-five (45) calendar days of the receipt of the Non-Party Notice
9 To RSG, the Settling Retiree Class member, Survivor, or QMCSO
10 Beneficiary may seek enforcement by providing all Parties with a written
statement identifying the express term of the Agreement allegedly not
11 complied with, the factual and legal basis upon which enforcement is
12 sought, the specific relief sought, and a statement that RSG has been asked
to seek enforcement and has either declined or has not timely acted to seek
13 enforcement (the "Non-Party Notice").

14 Any Party desiring to respond shall do so in writing within forty-five (45)
15 calendar days of receipt of the Non-Party Notice (Response To Non-Party
16 Notice").

17 14.1.3 Within forty-five (45) calendar days of receipt of a Response To Party
18 Notice under Paragraph 14.1.1 or a Response To Non-Party Notice under
19 Paragraph 14.1.2, counsel for the Parties, and any Settling Retiree Class
20 Member, Survivor or QMCSO Beneficiary providing a Non-Party Notice
21 shall meet and confer by telephone or in person and attempt to resolve the
22 enforcement issue informally.

23 14.1.4 If the meet and confer under Paragraph 14.1.3 has been completed and does
24 not result in resolution of the alleged enforcement issue, any Party may
25 request mediation. The other Parties shall in good faith consider whether a
26 mediation should be conducted using an agreed neutral of Judicial
27 Arbitration and Mediation Services. The Parties shall participate in a
28 mediation only if all Parties agree to participate in a mediation.

14.1.5 Any Party, Survivor, Settling Retiree Class member, or QMCSO
Beneficiary who invokes the procedures set forth in this Section 14 shall be
responsible for their own attorney's fees and costs at all stages of such
procedures, including without limitation all attorney's fees and Costs in any
mediation. No Party shall be required to pay any attorney's fees or Costs of
any other Party or of any Survivor, Class Member, or QMSCO Beneficiary.

14.2 Submission to the Court:

14.2.1 If the Informal Resolution process pursuant to Paragraph 14.1 of this
Agreement has been completed and does not result in a resolution of the
alleged enforcement issue within a reasonable time not to exceed sixty (60)
calendar days, any Party, Settling Retiree Class member, Survivor or
QMCSO Beneficiary may make a motion in this Lawsuit seeking resolution
of the dispute over the enforcement of the express terms of this Agreement
by Judge Jon S. Tigar or any other United States District Judge in the
Northern District who may be assigned to the Lawsuit ("Enforcement

1 Motion"). Such an Enforcement Motion shall be the sole means of
2 enforcement of any claim based on the express terms of this Agreement
through the period ending June 30, 2024.

3 14.2.2 Unless a different time or schedule is agreed to by the Parties and the Court,
4 an Enforcement Motion shall provide the Parties and any other persons
5 responding to it at least sixty (60) calendar days notice in advance of the
6 hearing date. The Parties and any persons responding to the Enforcement
7 Motion shall file their response to the Enforcement Motion at least fifteen
8 (15) calendar days in advance of the hearing date.

9 14.2.3 In the event a Party, Settling Retiree Class member, Survivor, or QMCSO
10 Beneficiary seeks enforcement by the Court of the express terms of this
11 Agreement, each Party, Settling Retiree Class member, Survivor or
12 QMCSO Beneficiary shall each be responsible for their own attorney's fees
13 and Costs at all stages of any such enforcement proceeding, including
14 without limitation all attorney's fees and Costs in any Court proceeding. No
15 Party shall be required to pay any attorney's fees or Costs of any other Party
16 or of any Settling Retiree Class member, Survivor or QMCSO Beneficiary.

11 **15. Entire Agreement.**

12 This Agreement constitutes the full agreement of the Parties and supersedes any and all
13 other prior agreements and all negotiations leading up to the execution of this Agreement,
14 whether oral or in writing, between the Parties with respect to the subject matter of the
15 present Agreement, including without limitation the Interim Mediated Settlement
16 Agreement In Principle. No additional promises or representations, express or implied, not
17 contained in this Agreement have been made by any of the Parties, or any agent or
18 employee of any of the Parties, other than what is expressly contained in this Agreement.

16 **16. Communications to County and RSG/Class Counsel.**

17 All notices or communications required by this Agreement shall be in writing by facsimile
18 and U.S. Mail or overnight delivery service addressed as follows:

19 16.1 To Named Class Plaintiffs, RSG and Class Counsel or the Class:

20 Jeffrey Lewis
21 Keller Rohrback, L.L.P.
22 300 Lakeshore Drive, Suite 1000
23 Oakland, CA 94607
24 Telephone: (510) 463-3900
25 Fax: (510) 463-3901

26 To County:

27 Raymond F. Lynch
28 Hanson Bridgett LLP
525 Market Street, 26th Floor
San Francisco, CA 94105
Telephone: (415) 777-3200
Fax: (415) 541-9366

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and

Sharon L. Anderson, County Counsel
Contra Costa County
651 Pine Street, 9th Floor
Martinez, CA 94553
Telephone: (925) 335-1800
Fax: (925)646-1078

Each of the Parties may change the individuals to whom notices and communications required by this Agreement shall be sent by providing the other Party with written notification that it wishes to do so.

17. Modification.

Prior to the Court's entry of the Final Approval Order, this Agreement can only be amended by written agreement of each the Parties hereto. Following entry of the Final Approval Order, no modification of this Agreement shall be effective unless agreed to in a written agreement by each of the Parties and approved by Court Order.

18. Drafting of this Agreement.

This Agreement is deemed to have been drafted by each of the Parties hereto, as a result of arm's length negotiations among the Parties. Whereas each of the Parties has contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

19. Execution in Counterparts.

This Agreement may be executed by each of the Parties hereto in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

20. Duty to Support and Defend Agreement.

Each of the Parties agrees to abide by all of the terms of this Agreement in good faith and to support it fully, and each shall use their best efforts to defend this Agreement from any legal challenge, whether by appeal or collateral attack.

21. Amounts Paid Not Penalty.

It is understood that no amount paid or expended by County in its performance of this Agreement constitutes a penalty, fine, punitive damages, or other form of assessment for any alleged claim or offense.

22. Receipt of Advice of Counsel.

Each of the Parties acknowledges and warrants to each other that they have fully read this Agreement, have received independent legal advice from their respective counsel regarding the advisability of entering into this Agreement, and fully understand its effect.

23. Power and Authority.

Each of the Parties represents that they have the power and authority to execute and deliver this Agreement and to perform the obligations hereunder, and that each person executing

1 this Agreement on each Party's behalf has been authorized to sign on behalf of the
2 respective Party and to bind each to the terms of this Agreement.

3 **24. Deadlines.**

4 With regard to the provisions of this Agreement that require that certain acts be taken
5 within specified periods, each of the Parties understands and agrees that Court approval
6 shall not be required for reasonable extensions of deadlines. In the event that any Party
7 determines that an action required by this Agreement cannot be taken within the specified
8 time period, that Party shall promptly notify each of the other Parties that it anticipates a
9 delay, the reasons for the delay and a proposed alternative deadline. Each of the Parties
10 shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if each
11 of the other Parties does not agree to the proposed delay, the Parties shall submit the matter
12 to Dispute Resolution.

13 **25. Time Is Of The Essence.**

14 Each of the Parties agrees that time is of the essence in the implementation of this
15 Agreement. To that end, the Parties agree to use best efforts as follows:

16 25.1 RSG and Plaintiff Class Representatives shall provide to the County, by March 8.
17 2016 or as soon thereafter as possible, a notarized certification under penalty of
18 perjury from an authorized RSG officer that the RSG membership vote to approve
19 the Agreement is in compliance with RSG's Bylaws, and the officer of RSG signing
20 the Agreement and certification has the authority to execute them on behalf of
21 RSG.

22 25.2 The County, by March 15, 2016, or as soon thereafter as possible, shall obtain
23 Board of Supervisors approval of the Agreement.

24 25.3 The Parties, by April 7, 2016, or as soon thereafter as possible, shall obtain Court
25 orders (1) preliminarily approving the Agreement, (2) authorizing the filing of the
26 TAC, (3) certifying the Class, and (4) approving a Class Notice.

27 25.4 The Parties, by September 30, 2016, or as soon thereafter as possible, shall obtain
28 the Court's Final Approval Order.

26. Attorneys' Fees And Costs.

Each Party shall bear its own attorneys' fees and costs incurred in or otherwise related to
the Lawsuit, including without limitation all attorney's fees and costs in connection with
the mediation, negotiation, preparation, implementation and approval of the Agreement.

27. Claims Administrator.

County will pay all fees and costs of the Claims Administrator, including without
limitation the cost of preparing and mailing the Class Notice. County will select the
Claims Administrator subject to the approval of RSG and Class Counsel provided such
approval will not be unreasonably withheld.

28. Effective Date of the Agreement.

This Agreement will be effective on the date the last Party executes it.

For Plaintiff Retiree Support Group of Contra Costa County:

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Dated: _____, 2016

Ellis R. Patterson, Chair of
Retiree Support Group of Contra Costa County

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For Plaintiff Class:

Dated: _____, 2016

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Plaintiff Class Representative On Behalf Of the Class

Dated: _____, 2016

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Plaintiff Class Representative On Behalf Of the Class

Dated: _____, 2016

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Plaintiff Class Representative On Behalf Of the Class

Dated: _____, 2016

[]
Plaintiff Class Representative On Behalf Of the Class

For Contra Costa County:

Dated: _____, 2016

David Twa, Chief Administrative Officer
County of Contra Costa

Approved As To Form Only:

Jeffrey Lewis
Keller Rohrback, L.L.P.
Attorneys for Retiree Support Group of
Contra Costa County and Class Counsel

Approved As To Form Only:

Raymond F. Lynch
Hanson Bridgett LLP
Attorneys for Contra Costa County

Sharon L. Anderson, County Counsel

1 By: Mary Ann McNett Mason
2 Assistant County Counsel, Contra
3 Costa County
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EXHIBIT 2

EXHIBIT 1

Non-Medicare Retirees Not Required To Participate In Medicare

	First Name	Last Name	Employee ID
1	Lubertha	Anderson	19872
2	Carl	Bice	43044
3	Eunice	Booker	47284
4	Patrick	Boyle	31619
5	George	Brennan	19624
6	Bruce	Brown	45693
7	Willie	Butler	11549
8	Nancy	Camgros	38903
9	John	Cassady	22591
10	Wilma	Choate	36693
11	Bobbette	Cochran	31356
12	Aleta	De Deaux	32875
13	John	De deaux	29000
14	Constancio	De Ocampo	37941
15	Deborah	Deas	16287
16	Clyde	Dedmon	13300
17	Charleen	Diaz	41143
18	George	Dillahunty	45628
19	Gwendolyn	Downs	39522
20	Irene	Estrella	28323
21	Joan	Francis	46217
22	Carolyn	Galitzen	46808
23	Sakhi	Ghaznawi	43308
24	Norma	Gibson	19778
25	Donald	Gillan	14577
26	Donald	Gonyer	14514
27	Edward	Greco	43863
28	William	Groth	10922
29	La Verta	Guy	12360
30	Ruth	Hager	3028
31	Felicia	Hawkins	23131
32	John	Higgins	55615
33	Robert	Hirst	23601
34	Barbara	Hodges	65502
35	Ruth	Howard	55609
36	William	Hoyt	41052
37	Harold	Huffman	4309
38	Emma Jean	Hunter	34410
39	Cloiridell	Jackson	46541
40	Myrtleen	Jackson	22417
41	Charles	James	20364
42	Darla	Johnson	45481
43	Willette	Johnson	32580
44	Dorothy	Kent	32509
45	Adele	King	35315
46	Lee	King	37907
47	Ethel	Kish	405
48	Bertha	Knox	50822
49	Darlene	Koch	6242
50	Oludolapo	Macaulay	62559
51	Juanita	Machado	11704
52	Patricia	Martindale	11387

	First Name	Last Name	Employee ID
53	Joseph	Martinez	30629
54	Susan	Mc Kenzie	28815
55	Isiah	Mc Neal	37621
56	Virginia	Mouw	39321
57	Christine	Mulder	26272
58	Lorly	Ocampo	44110
59	Kenneth	Olden	27258
60	Hansa	Oza	50091
61	Julia	Pacheco	38302
62	Diane	Page	6521
63	Susanne	Penfold	42602
64	Charles	Perry	45721
65	Mary	Peterson	47243
66	John	Pinkston	31264
67	Marie	Poe	22151
68	Betty	Powell	55377
69	Veronica	Regelbrugge	35826
70	Jeanne	Reilly	51895
71	Marvel	Richards	26206
72	Helen	Rush	43008
73	Katherine	Salinero	23169
74	Marva	Simmons	36617
75	Alvin	Smith	30972
76	Laura	Smith	47233
77	Sandra	Stark	43316
78	Joyce	Stripe	10185
79	Judith	Strong	34303
80	Mary	Sundance	28521
81	Astrid	Sylvia	19924
82	Cevina	Targum	49693
83	John	Ternes	25092
84	Juanita	Vaughns	42095
85	Eduardo	Villareal	47395
86	Therese	Weinbrandt	54643
87	Judith	Weitzner	15007
88	Rose-Marie	Westberg	25292
89	Sunny	Westbrook	43823
90	James	White	42448
91	Camille	Wilkinson	64745
92	Jeannette	Williams	21898
93	Lilian	Wilson	49004
94	Lena	Witherspoon	11841
95	Alice	Woodward	42148
96	Baolin	Wu	26018

EXHIBIT 2

2016 CONTRA COSTA COUNTY

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

EXHIBIT 2

MONTHLY MEDICAL AND DENTAL PREMIUMS

PLAN/COVERAGE DESCRIPTION BY HEALTH PLAN PROVIDER, PLAN AND TIER	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY MONTHLY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
CONTRA COSTA HEALTH PLAN - BASIC PLAN A				
Retiree on Basic Plan A	\$709.06	\$509.92	\$199.14	\$509.92
Retiree & 1 or more dependents on Basic Plan A	\$1,689.37	\$1,214.90	\$474.47	\$1,214.90
CONTRA COSTA HEALTH PLAN - MEDICARE COORDINATION OF BENEFITS (COB) PLAN A*				
Retiree on Medicare COB Plan A*	\$326.13	\$326.12	\$0.01	\$420.27
Retiree & 1 dependent on Medicare COB Plan A - NEW COVERAGE LEVEL*	\$652.26	\$652.25	\$0.01	\$840.54
COMBINATION OF CONTRA COSTA HEALTH PLAN - BASIC PLAN A & MEDICARE COB PLAN A*				
Retiree on Medicare COB Plan A, and, 1 or more dependents on Basic Plan A*	\$1,043.62	\$1,043.61	\$0.01	\$1,125.25
Retiree & 1 dependent on Medicare COB Plan A, and, 1 or more dependents on Basic Plan A*	\$978.40	\$978.39	\$0.01	\$1,035.60
Retiree on Basic Plan A, and, 1 dependent on Medicare COB Plan A *	\$1,043.62	\$1,043.61	\$0.01	\$1,125.25
Retiree on Basic Plan A, and, 2 or more dependents on Medicare COB Plan A*	\$978.40	\$978.39	\$0.01	\$1,035.60
Retiree & 1 dependent on Basic Plan A, and, 1 or more dependents on Medicare COB Plan A*	\$1,043.62	\$1,043.61	\$0.01	\$1,125.25

**The monthly plan premiums for the plans identified by an asterisk in Exhibit 2 ("Asterisked Plans") are currently less than the MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES listed in Exhibit 2. If, for any plan year, the maximum specific dollar amount of monthly premium subsidy listed by health plan provider, plan and Tier in the column in Exhibit 2 titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" is greater than one hundred percent of the respective monthly plan premium as determined by and between the County and its health care providers, the subsidy the County will pay for that year will not exceed and will be one hundred percent of the monthly plan premium as determined by and between the County and its health care providers minus one cent [see, Agreement Paragraph 3.17]. (Thus, for example, for 2016, the specific dollar amount of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 exceeds the respective monthly plan premium by health plan provider, plan and Tier for the Asterisked Plans. Accordingly, the County will pay one hundred percent of the monthly plan premium minus one cent. The Retiree's share will be one cent). The specific dollar amount of monthly premium subsidies listed in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 by health plan provider, plan and Tier are the maximum subsidy the County will pay in the event monthly plan premiums as determined by and between the County and its health care providers subsequently increase to or exceed the level of the maximum specific dollar amounts of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2. .*

11749602.2

EXHIBIT 2

2016 CONTRA COSTA COUNTY

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

EXHIBIT 2

MONTHLY MEDICAL AND DENTAL PREMIUMS

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
CONTRA COSTA HEALTH PLAN - BASIC PLAN B				
Retiree on Basic Plan B	\$786.01	\$528.50	\$257.51	\$528.50
Retiree & 1 or more dependents on Basic Plan B	\$1,867.68	\$1,255.79	\$611.89	\$1,255.79
CONTRA COSTA HEALTH PLAN - MEDICARE COORDINATION OF BENEFITS (COB) PLAN B*				
Retiree on Medicare COB Plan B*	\$335.91	\$335.90	\$0.01	\$444.63
Retiree & 1 dependent on Medicare COB Plan B - NEW COVERAGE LEVEL*	\$671.82	\$671.81	\$0.01	\$889.26
COMBINATION OF CONTRA COSTA HEALTH PLAN - BASIC PLAN B & MEDICARE COB PLAN B*				
Retiree on Medicare COB Plan B, and, 1 or more dependents on Basic Plan B*	\$1,074.91	\$1,074.90	\$0.01	\$1,171.93
Retiree & 1 dependent on Medicare COB Plan B, and, 1 or more dependents on Basic Plan B*	\$1,007.72	\$1,007.71	\$0.01	\$1,088.06
Retiree on Basic Plan B, and, 1 dependent on Medicare COB Plan B*	\$1,074.91	\$1,074.90	\$0.01	\$1,171.93
Retiree on Basic Plan B, and, 2 or more dependents on Medicare COB Plan B*	\$1,007.72	\$1,007.71	\$0.01	\$1,088.06
Retiree & 1 dependent on Basic Plan B, and, 1 or more dependents on Medicare COB Plan B*	\$1,074.91	\$1,074.90	\$0.01	\$1,171.93

**The monthly plan premiums for the plans identified by an asterisk in Exhibit 2 ("Asterisked Plans") are currently less than the MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES listed in Exhibit 2. If, for any plan year, the maximum specific dollar amount of monthly premium subsidy listed by health plan provider, plan and Tier in the column in Exhibit 2 titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" is greater than one hundred percent of the respective monthly plan premium as determined by and between the County and its health care providers, the subsidy the County will pay for that year will not exceed and will be one hundred percent of the monthly plan premium as determined by and between the County and its health care providers minus one cent [see, Agreement Paragraph 3.17]. (Thus, for example, for 2016, the specific dollar amount of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 exceeds the respective monthly plan premium by health plan provider, plan and Tier for the Asterisked Plans. Accordingly, the County will pay one hundred percent of the monthly plan premium minus one cent. The Retiree's share will be one cent). The specific dollar amount of monthly premium subsidies listed in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 by health plan provider, plan and Tier are the maximum subsidy the County will pay in the event monthly plan premiums as determined by and between the County and its health care providers subsequently increase to or exceed the level of the maximum specific dollar amounts of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2. .*

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EXHIBIT 2

2016 CONTRA COSTA COUNTY

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

EXHIBIT 2

MONTHLY MEDICAL AND DENTAL PREMIUMS

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
KAISER PERMANENTE - BASIC PLAN A				
Retiree on Basic Plan A	\$819.43	\$478.91	\$340.52	\$478.91
Retiree & 1 or more dependents on Basic Plan A	\$1,910.33	\$1,115.84	\$794.49	\$1,115.84
KAISER PERMANENTE SENIOR ADVANTAGE (KPSA) PLAN A				
Retiree on KPSA Plan A	\$296.97	\$263.94	\$33.03	\$263.94
Retiree & 1 dependent on KPSA Plan A	\$802.02	\$712.79	\$89.23	\$712.79
Retiree & 2 dependents on KPSA Plan A	\$1,305.13	\$1,161.65	\$143.48	\$1,161.65
COMBINATION OF KAISER BASIC PLAN A AND KPSA PLAN A				
Retiree on KPSA Plan A, and, 1 or more dependents on Basic Plan A	\$1,387.87	\$945.58	\$442.29	\$945.58
Retiree & 1 or more dependents on Basic Plan A, and, 1 dependent on KSPA Plan A	\$1,324.48	\$945.58	\$378.90	\$945.58
KAISER PERMANENTE - BASIC PLAN B				
Retiree on Basic Plan B	\$656.63	\$478.91	\$177.72	\$478.91
Retiree & 1 or more dependents on Basic Plan B	\$1,529.95	\$1,115.84	\$414.11	\$1,115.84
KAISER PERMANENTE SENIOR ADVANTAGE (KPSA) PLAN B*				
Retiree on KPSA Plan B*	\$225.18	\$225.17	\$0.01	\$263.94
Retiree & 1 dependent on KPSA Plan B*	\$608.00	\$607.99	\$0.01	\$712.79
Retiree & 2 dependents on KPSA Plan B*	\$988.89	\$988.88	\$0.01	\$1,161.65
COMBINATION OF KAISER BASIC PLAN B AND KPSA PLAN B				
Retiree on KPSA Plan B, and, 1 or more dependents on Basic Plan B	\$1,098.50	\$945.58	\$152.92	\$945.58
Retiree & 1 or more dependents on Basic Plan B, and, 1 dependent on KSPA Plan B	\$1,039.45	\$945.58	\$93.87	\$945.58

**The monthly plan premiums for the plans identified by an asterisk in Exhibit 2 ("Asterisked Plans") are currently less than the MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES listed in Exhibit 2. If, for any plan year, the maximum specific dollar amount of monthly premium subsidy listed by health plan provider, plan and Tier in the column in Exhibit 2 titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" is greater than one hundred percent of the respective monthly plan premium as determined by and between the County and its health care providers, the subsidy the County will pay for that year will not exceed and will be one hundred percent of the monthly plan premium as determined by and between the County and its health care providers minus one cent [see, Agreement Paragraph 3.17]. (Thus, for example, for 2016, the specific dollar amount of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 exceeds the respective monthly plan premium by health plan provider, plan and Tier for the Asterisked Plans. Accordingly, the County will pay one hundred percent of the monthly plan premium minus one cent. The Retiree's share will be one cent). The specific dollar amount of monthly premium subsidies listed in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2 by health plan provider, plan and Tier are the maximum subsidy the County will pay in the event monthly plan premiums as determined by and between the County and its health care providers subsequently increase to or exceed the level of the maximum specific dollar amounts of monthly premium subsidies listed by health plan provider, plan and Tier in the column titled "MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES" in Exhibit 2. .*

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EXHIBIT 2

2016 CONTRA COSTA COUNTY

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

EXHIBIT 2

MONTHLY MEDICAL AND DENTAL PREMIUMS

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
HEALTH NET HMO PLAN - BASIC PLAN A				
Retiree on Basic Plan A	\$1,294.30	\$627.79	\$666.51	\$627.79
Retiree & 1 or more dependents on Basic Plan A	\$3,175.02	\$1,540.02	\$1,635.00	\$1,540.02
HEALTH NET SENIORITY PLUS (HNSP) PLAN A				
Retiree on HNSP Plan A	\$545.59	\$409.69	\$135.90	\$409.69
Retiree & 1 dependent on HNSP Plan A	\$1,091.18	\$819.38	\$271.80	\$819.38
Retiree & 2 dependent on HNSP Plan A	\$1,636.76	\$1,229.07	\$407.69	\$1,229.07
COMBINATION OF HEALTH NET BASIC PLAN A AND HEALTH NET SENIORITY PLUS PLAN A (HNSP)				
Retiree on HNSP Plan A, and, 1 dependent on Basic Plan A	\$1,839.89	\$1,068.49	\$771.40	\$1,068.49
Retiree on HNSP Plan A, and, 2 or more dependents on Basic Plan A	\$3,720.61	\$1,949.71	\$1,770.90	\$1,949.71
Retiree & 1 dependent on HNSP Plan A, and, 1 dependent on Basic Plan A	\$2,385.48	\$1,509.13	\$876.35	\$1,509.13
Retiree on Basic Plan A, and, 1 dependent on HNSP Plan A	\$1,839.89	\$1,068.49	\$771.40	\$1,068.49
Retiree & 1 or more dependents on Basic Plan A, and, 1 dependent on HNSP Plan A	\$3,720.61	\$1,949.71	\$1,770.90	\$1,949.71
HEALTH NET HMO PLAN - BASIC PLAN B				
Retiree on Basic Plan B	\$900.03	\$627.79	\$272.24	\$627.79
Retiree & 1 or more dependents on Basic Plan B	\$2,207.86	\$1,540.02	\$667.84	\$1,540.02
HEALTH NET SENIORITY PLUS (HNSP) PLAN B				
Retiree on HNSP Plan B	\$458.02	\$409.69	\$48.33	\$409.69
Retiree & 1 dependent on HNSP Plan B	\$916.04	\$819.38	\$96.66	\$819.38
Retiree & 2 dependent on HNSP Plan B	\$1,374.06	\$1,229.07	\$144.99	\$1,229.07
COMBINATION OF HEALTH NET BASIC PLAN B AND HEALTH NET SENIORITY PLUS PLAN B (HNSP)				
Retiree on HNSP Plan B, and, 1 dependent on Basic Plan B	\$1,358.05	\$1,068.49	\$289.56	\$1,068.49
Retiree on HNSP Plan B, and, 2 or more dependents on Basic Plan B	\$2,665.88	\$1,949.71	\$716.17	\$1,949.71
Retiree & 1 dependent on HNSP Plan B, and, 1 dependent on Basic Plan B	\$1,816.07	\$1,509.13	\$306.94	\$1,509.13
Retiree on Basic Plan B, and, 1 dependent on HNSP Plan B	\$1,358.05	\$1,068.49	\$289.56	\$1,068.49
Retiree & 1 or more dependents on Basic Plan B, and, 1 dependent on HNSP Plan B	\$2,665.88	\$1,949.71	\$716.17	\$1,949.71

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2016 CONTRA COSTA COUNTY

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

EXHIBIT 2

MONTHLY MEDICAL AND DENTAL PREMIUMS

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
HEALTH NET MEDICARE COORDINATION OF BENEFITS PLAN (HNCOB)				
Retiree on HNCOB Plan	\$659.04	\$467.13	\$191.91	\$467.13
Retiree & 1 or more dependents, 2 on HNCOB	\$1,318.08	\$934.29	\$383.79	\$934.29
COMBINATION OF HEALTH NET BASIC PLAN A AND HEALTH NET COORDINATION OF BENEFITS PLAN (HNCOB)				
Retiree on HNCOB, and, 1 dependent on Basic Plan A	\$1,953.34	\$1,083.16	\$870.18	\$1,083.16
Retiree on Basic Plan A, and, 1 dependent on HNCOB	\$1,953.34	\$1,083.16	\$870.18	\$1,083.16
Retiree on HNCOB, and, 2 or more dependents on HN Basic Plan A	\$3,834.06	\$2,007.15	\$1,826.91	\$2,007.15
Retiree & 1 dependent on HNCOB, and, 1 dependent on Basic Plan A	\$2,612.38	\$1,562.08	\$1,050.30	\$1,562.08
Retiree on Basic Plan A, and 2 dependents on HNCOB	\$2,612.38	\$1,562.08	\$1,050.30	\$1,562.08
COMBINATION OF HEALTH NET SENIORITY PLUS PLAN A (HNSP) AND COORDINATION OF BENEFITS (COB) PLANS				
Retiree on HNSP Plan A, and, dependent on Health Net Coordination of Benefits (COB) Plan	\$1,204.63	\$876.82	\$327.81	\$876.82
Retiree on Health Net Coordination of Benefits (COB) Plan, and, dependent on HNSP Plan A	\$1,204.63	\$876.82	\$327.81	\$876.82
COMBINATION OF HEALTH NET BASIC PLAN B AND HEALTH NET COORDINATION OF BENEFITS PLAN (HNCOB)				
Retiree on HNCOB, and, 1 dependents on Basic Plan B	\$1,559.07	\$1,083.16	\$475.91	\$1,083.16
Retiree on Basic Plan B, and, 1 dependent on HNCOB	\$1,559.07	\$1,083.16	\$475.91	\$1,083.16
Retiree on HNCOB, and, 2 or more dependents on HN Basic Plan B	\$2,866.90	\$2,007.15	\$859.75	\$2,007.15
Retiree & 1 dependent on HNCOB, and, 1 dependent on Basic Plan B	\$2,218.11	\$1,562.08	\$656.03	\$1,562.08
Retiree on Basic Plan B, and 2 dependents on HNCOB	\$2,218.11	\$1,562.08	\$656.03	\$1,562.08
COMBINATION OF HEALTH NET SENIORITY B PLUS (HNSP) AND COORDINATION OF BENEFITS (COB) PLANS				
Retiree on HNSP Plan B, and, dependent on Health Net Coordination of Benefits (COB) Plan	\$1,117.06	\$876.82	\$240.24	\$876.82
Retiree on Health Net Coordination of Benefits (COB) Plan, and, dependent on HNSP Plan B	\$1,117.06	\$876.82	\$240.24	\$876.82

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EXHIBIT 2

2016 CONTRA COSTA COUNTY

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

EXHIBIT 2

MONTHLY MEDICAL AND DENTAL PREMIUMS

PLAN/COVERAGE DESCRIPTION	2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED MONTHLY PREMIUM SUBSIDIES Agreement [3.17]
HEALTH NET CA & NAT'L PPO PLAN - BASIC PLAN A				
Retiree on PPO Basic Plan A	\$1,699.52	\$604.60	\$1,094.92	\$604.60
Retiree & 1 or more dependents on PPO Basic Plan A	\$4,037.34	\$1,436.25	\$2,601.09	\$1,436.25
HEALTH NET CA & NAT'L PPO PLAN A WITH MEDICARE PARTS A & B				
Retiree on PPO Medicare Plan A	\$987.65	\$563.17	\$424.48	\$563.17
Retiree & 1 or more dependents on PPO Medicare Plan A	\$1,975.31	\$1,126.24	\$849.07	\$1,126.24
COMBINATION OF HEALTH NET CA & NAT'L PPO PLAN A - BASIC PLAN & PPO MEDICARE PLAN A				
Retiree on PPO Medicare Plan A, and, 1 dependent on PPO Basic Plan A	\$2,687.17	\$1,167.78	\$1,519.39	\$1,167.78
Retiree on PPO Basic Plan A, and, 1 dependent on PPO Medicare Plan A	\$2,687.17	\$1,167.78	\$1,519.39	\$1,167.78
Retiree & 1 dependent on PPO Medicare Plan A, and, 1 dependent on PPO Basic Plan A	\$3,674.83	\$1,730.84	\$1,943.99	\$1,730.84
Retiree on PPO Basic Plan A, and, 2 dependents on PPO Medicare Plan A	\$3,674.83	\$1,730.84	\$1,943.99	\$1,730.84
HEALTH NET CA & NAT'L PPO PLAN - BASIC PLAN B				
Retiree on PPO Basic Plan B	\$1,529.99	\$604.60	\$925.39	\$604.60
Retiree & 1 or more dependents on PPO Basic Plan B	\$3,634.58	\$1,436.25	\$2,198.33	\$1,436.25
HEALTH NET CA & NAT'L PPO PLAN B WITH MEDICARE PARTS A & B				
Retiree on PPO Medicare Plan B	\$897.02	\$563.17	\$333.85	\$563.17
Retiree & 1 or more dependents on PPO Medicare Plan B	\$1,794.04	\$1,126.24	\$667.80	\$1,126.24
COMBINATION OF HEALTH NET CA & NAT'L PPO PLAN B - BASIC PLAN B & PPO MEDICARE PLAN B				
Retiree on PPO Medicare Plan B, and, 1 dependent on PPO Basic Plan B	\$2,427.01	\$1,167.78	\$1,259.23	\$1,167.78
Retiree on PPO Basic Plan B, and, 1 dependent on PPO Medicare Plan B	\$2,427.01	\$1,167.78	\$1,259.23	\$1,167.78
Retiree & 1 dependent on PPO Medicare Plan B, and, 1 dependent on PPO Basic Plan B	\$3,324.03	\$1,730.84	\$1,593.19	\$1,730.84
Retiree on PPO Basic Plan B, and, 2 dependents on PPO Medicare Plan B	\$3,324.03	\$1,730.84	\$1,593.19	\$1,730.84

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EXHIBIT 2

2016 CONTRA COSTA COUNTY

Maximum Fixed Monthly Premium Subsidies For Health Plans By Provider and Plan

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MONTHLY MEDICAL AND DENTAL PREMIUMS

PLAN/COVERAGE DESCRIPTION		2016 TOTAL MONTHLY PLAN PREMIUM	2016 COUNTY SUBSIDY	2016 RETIREE MONTHLY SHARE	MAXIMUM FIXED PREMIUM SUBSIDIES Agreement [3.17]
DELTA DENTAL PREMIER - \$1,800 ANNUAL MAXIMUM					
For CCHP Plans	Retiree	\$44.27	\$41.17	\$3.10	\$41.17
	Family	\$100.00	\$93.00	\$7.00	\$93.00
For Health Net Plans	Retiree	\$44.27	\$34.02	\$10.25	\$34.02
	Family	\$100.00	\$76.77	\$23.23	\$76.77
For Kaiser Permanente Plans	Retiree	\$44.27	\$34.02	\$10.25	\$34.02
	Family	\$100.00	\$76.77	\$23.23	\$76.77
Without a Health Plan	Retiree	\$44.27	\$43.35	\$0.92	\$43.35
	Family	\$100.00	\$97.81	\$2.19	\$97.81
DELTA CARE (PMI)					
For CCHP Plans	Retiree	\$29.06	\$25.41	\$3.65	\$25.41
	Family	\$62.81	\$54.91	\$7.90	\$54.91
For Health Net Plans	Retiree	\$29.06	\$21.31	\$7.75	\$21.31
	Family	\$62.81	\$46.05	\$16.76	\$46.05
For Kaiser Permanente Plans	Retiree	\$29.06	\$21.31	\$7.75	\$21.31
	Family	\$62.81	\$46.05	\$16.76	\$46.05
Without a Health Plan	Retiree	\$29.06	\$27.31	\$1.75	\$27.31
	Family	\$62.81	\$59.03	\$3.78	\$59.03

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