

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

884 A



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
June 6, 2013

**SUBJECT:** 2013 Amendment to the County of Riverside Short-Term Disability Summary Plan Document

**RECOMMENDED MOTION:** That the Board of Supervisors 1) approve the Amendment to the County's Short-Term Disability (STD) program Summary Plan Document, to further clarify the exclusions and limitations of the program (Attachment A), effective July 1, 2013; 2) authorize the Chairperson to sign three (3) copies of the attached document; and 3) retain one (1) copy of the signed document and return two (2) copies of the document to Human Resources for distribution.

**BACKGROUND:** On September 16, 2008, the Board approved Sedgwick Claims Management Services, Inc. (Sedgwick) as plan administrator for the County's Short-Term Disability (STD) program. Sedgwick provides claims administration and benefit payments for the County's self-funded STD program.

*Barbara A. Olivier*

Barbara A. Olivier  
Asst. County Executive Officer/Human Resources Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Ivan M. Chand*  
**Ivan M. Chand** 6/6/2013

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 18, 2013  
xc: H.R.

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

JUN 18 2013 3:02  
RECEIVED HUMAN RESOURCES DEPARTMENT

**3-43**

Prev. Agn. Ref.: 04/23/2013, 3.39 | District: All | Agenda Number:

Policy  
 Policy  
 Consent  
 Consent  
 Dept Recomm.:  
 Per Exec. Ofc.:

Departmental Concurrence

**BACKGROUND (continued):**

Sedgwick provides replacement income for eligible members of Laborer's International Union of North America (LIUNA), members of Service Employees International Union (SEIU), and members of Riverside Sheriffs' Association Public Safety Unit (PSU) who are approved for a non-industrial medical leave of absence.

Currently, the County provides this benefit to approximately 11,936 eligible employees, in which 6,957 are members of LIUNA, 4,432 are members of SEIU, and 547 are members of PSU.

**Amendment to Summary Plan Document**

In a continued effort to ensure the County's STD plan is in compliance and current with standard STD practices, Human Resources requested Aon to review the County's STD Summary Plan Document (SPD) from a legal perspective. As a result of the review, the definitions of the Exclusions and Limitations have been further clarified to state situations that will exclude a participant from receiving a benefit payment under the STD program.

Section VII of the plans SPD was amended to ensure STD benefits paid during treatment in a recovery home or residential facility are clearly defined. The exclusions and limitations now emulate the State of California STD language and standard practices as it relates to an alcoholic recovery home or drug-free residential facility and the period of time in which benefits will be paid for approved treatments.

Section VII A13 was also amended to clarify provisions of benefit payments when a member is involuntarily or voluntarily terminated prior to becoming disabled. The amended provision is intended to preserve benefit rights when an employee is unable to return to work due to a disability.

There is no direct cost associated with the recommended changes to the SPD. Human Resources will continue to monitor claims associated with these plan changes to ensure the cost remains appropriate for the average market trend for STD plans. The Plan Document is attached as Attachment A.

**ATTACHMENT A**  
**County of Riverside's**  
**Short-Term Disability Program**  
**Plan Document**

JUN 18 2013 3-43

SHORT-TERM DISABILITY PROGRAM

# COUNTY OF RIVERSIDE

THIS PROGRAM ORIGINALLY BECAME EFFECTIVE ON JANUARY 1, 1986 AND HAS BEEN AMENDED AND COMPLETELY RESTATED, AS SET FORTH HEREIN, EFFECTIVE FOR DISABILITIES COMMENCING ON OR AFTER JULY 1, 2013.

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## GENERAL PROGRAM INFORMATION

Employer Number: 268

Program Number: 268001

Employer: County of Riverside

### Member means:

A regular full-time or permanent part-time employee who is Actively At Work and is represented by an employee bargaining unit for whom the County of Riverside's Board of Supervisors has approved Short-Term Disability Program benefits. For readability, within this document a Member is commonly referred to as "you" and "your."

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

### Class Definition:

Class 1: Eligible Riverside Sheriffs' Association Public Safety Unit (PSU).

Class 2: All Members represented by Laborer's International Employees of California (LIUNA) and eligible Members represented by Services Employees International Union (SEIU), except the Supervisory Unit.

## I. GENERAL TERMS AND DEFINITIONS

The following terms and definitions defined herein apply whenever the terms are used anywhere in this document. Defined terms are printed with initial capital letters throughout the entire document.

1. **Active Work or Actively at Work** – Performing your Regular or Customary Work for one full day at the County of Riverside.
2. **Claims Administrator** – Sedgwick CMS, a third party administrator hired by the County of Riverside to administer Program benefits to the Members.
3. **Daily Rate** – The amount of your weekly benefit payable under the terms of this Program, divided by seven (7).
4. **Disability or Disabled** - You are unable to perform your Regular or Customary Work due to any physical or mental illness or injury (including pregnancy), and you are under the regular and continuous care of a licensed Physician, and are not capable of being Actively At Work during the period of said Disability.
5. **Disability Benefit Period** - The continuous period of missed work due to a Disability, beginning with the first day of Disability and ending on the earliest of the day prior to: (a) you beginning work for another employer, (b) the conclusion of Transitional Work assignment, or (c) termination from the Program. Two (2) consecutive periods of Disability due to the same or related cause or conditions, which are separated by a period of not more than fourteen (14) days, shall be considered as one (1) Disability Benefit Period.
6. **Employer** - County of Riverside, Waste Resources Management District, Regional Parks & Open-Space District, Riverside County Flood Control and Water Conservation District, and each subsidiary or affiliate approved in writing by the County of Riverside Board of Supervisors.
7. **Hospital Confinement** - Any twenty-four (24) hour period of time, or any part thereof for which you are charged a full day's rate for room and board as a registered bed patient in a hospital, or in a nursing home as defined in subsection (i) of Section 1395X of Title 42 of the United States Code, or in a nursing home conducted by and for the adherents of any well recognized church or religious denomination for the

purpose of providing facilities for the care and treatment of the sick who depend upon prayer or spiritual means for healing in the practice of such church or denomination.

8. **Medical Certification** – This form must be completed by the Physician and provided to the Claims Administrator as medical justification of your Disability.
9. **Medical Management Staff** – A licensed clinical professional who is responsible for medical review and determination of appropriate duration of leave or approval of Transitional Work assignment for you in conjunction with Short-Term Disability Benefits.
10. **Member** – A regular full time or permanent part-time employee who is Actively At Work and is represented by an employee bargaining unit for whom the County of Riverside's Board of Supervisors has approved the Short-Term Disability Program benefits. For readability, within this document a Member is commonly referred to as "you" and "your
11. **Pay Period** – A continuous period of fourteen (14) days as established by the County of Riverside for the purposes of processing payroll.
12. **Physician** – Includes a licensed medical Physician, surgeon, optometrist, dentist, doctor of osteopath, qualified licensed psychologist, accredited practitioner, chiropractor, or podiatrist who is duly licensed and acting within the scope of his or her practice; or a licensed midwife, licensed nurse-midwife or licensed nurse practitioner who may certify only to normal pregnancy and childbirth related disabilities; or a duly authorized medical officer of any facility of the United States Government; or a practitioner duly authorized and accredited by the Director of Employment Development Department. A Physician must be someone other than the Member or a part of the Member's immediate family.
13. **Program** – The County of Riverside Short-Term Disability Program.
14. **Program Sponsor** - The County of Riverside.
15. **Privacy Statement** – Sedgwick CMS Member notification outlining Sedgwick CMS's responsibilities regarding privacy and protection of personal health information.

16. **Regular or Customary Work** – Your usual Employer assigned duties, including requirements, specifications, methods, job, work, hours of work, manner and level of performance prior to the onset of the Disability.
17. **Regular Wages** – Weekly earnings based on your hourly rate on your last full day of Active Work times your normally scheduled hours. Regular Wages excludes differentials, special assignment pay, stand-by pay, on call pay, bilingual pay and expense reimbursements. Any change in your hourly rate, which is approved or becomes effective after the last full day of Active Work will have no effect on the amount of your benefits for the duration of the Disability Benefit Period.
18. **Release of Information Form** – Your authorization to a health care provider to release medical information for the purpose of establishing a claim for Short-Term Disability benefits.
19. **STD** – Abbreviation for Short-Term Disability Program.
20. **Surgical Clinic** – A clinic which is not part of and/or not operating under the license of a hospital, which is licensed by the Department of Health and Human Services (DHHS), and which provides treatment for patients who remain less than twenty-four (24) hours. A Surgical Clinic includes those ambulatory surgical centers approved by the Federal Medicare program, but does not include the offices of private Physicians in individual or group practice.
21. **Surgical Unit** - A unit located in or operating under the license of a hospital and providing treatment for patients who remain less than twenty-four (24) hours. A Surgical Unit does not include emergency room facilities.
22. **Transitional Work** – The temporary changes to a County of Riverside position approved by Medical Management and the Employer, including, but not limited to, job tasks, schedule, equipment or other conditions of employment, in an effort to accommodate temporary limitations or restrictions placed on you.
23. **Waiting Period** – The first seven (7) consecutive calendar days from the date the Disability commences, during which time you must be unable to perform your Regular or Customary Work due to the Disability and have no paid regular hours.

## II. WHO IS ELIGIBLE FOR COVERAGE?

To become eligible for coverage under this Program, you must be a Member. A "Member" is a regular full-time or permanent part-time employee who is Actively at Work and is represented by one of the following bargaining units:

- Registered Nurses
- Professional and Para-Professional
- Supporting Services
- Inspection & Technical, Trades, Crafts & Labor
- Public Safety - formally known as Riverside Sheriffs' Association Public Safety Unit (PSU)
- Any group of employees specifically granted the Short-Term Disability Program benefit by the County of Riverside's Board of Supervisors

Per-diem or TAP Employees are Not eligible for benefits under this Program.

## III. WHEN DOES COVERAGE START?

Coverage begins on the first day you are Actively at Work for the Employer.

## IV. WHEN DOES COVERAGE END?

Your coverage shall cease upon the earliest of the following dates:

- A. The date you begin work at another employer.
- B. The date you cease to be a Member or terminate employment. If you have an open approved claim prior to termination, benefits will continue for the remaining approved Disability Benefit Period after the separation of employment.
- C. The date you commence full-time duty in the armed forces of any country.



- D. The date the Program terminates.
- E. The date you cease to be Actively at Work for your Employer on your Regular or Customary Work days because of (a) a temporary layoff or (b) a general work stoppage (including a strike or lockout) resulting from a labor dispute.
- F. The date you cease to be Actively at Work for your Employer on your Regular or Customary Work days for any other reason. However, your coverage may be continued (unless it ends under items A thru D above) during the following periods while you are absent from Active Work:
1. While you are receiving full salary (including sick pay) from your Employer;
  2. During the period of time between the first day you are absent from work due to the Disability and the date you are actually eligible to receive Disability benefits (the benefit Waiting Period); and
  3. During a medical leave of absence approved by your Employer and scheduled to last for 84 days or less.
- G. The date of your death.
- H. The date you refuse to return to work when modification to job assignment are approved by the Medical Management Staff and Employer allowing you to return to employment under the Transitional Work Program.

**V. WHAT IS THE COST OF THE PROGRAM AND WHO PAYS FOR IT?**

Program contributions are paid by the Employer. The contribution amount is reported as part of your taxable income. Contributions are waived while you are on an approved absence without pay.

**VI. WHAT ARE THE BENEFITS?**

**A. Date Benefits Begin**

Benefits will commence on the earlier of the following:

- The 8<sup>th</sup> day of your Disability; or

- The 1<sup>st</sup> day of Hospital Confinement of a Disability lasting 8 or more days: or
- The 1<sup>st</sup> day of treatment in Surgical Clinic or a Surgical Unit, requiring a stay of less than twenty-four (24) hours of a Disability lasting 8 or more days.

If you are continuously Disabled for more than twenty-one (21) days during any one Disability Benefit Period, any Waiting Period previously charged shall be waived.

**B. Amount of Benefits**

Short-Term Disability benefits are calculated and paid by using a Daily Rate.

How your Daily Rate is calculated:

- To find your weekly rate of earnings, your hourly pay rate is multiplied by the number of hours you are regularly scheduled to work per week, not to exceed 40 hours per week. If you do not have regular hours, your weekly rate of earnings on any date will be based on the average number of hours you worked during the preceding six (6) Pay Periods (or during your period of employment if less than 6 Pay Periods), not to exceed 40 hours per week.
- This weekly rate is multiplied by the appropriate percent based on which class the Member is represented by. This establishes the weekly benefit amount.
- The weekly benefit amount is divided by seven to establish the Daily Rate.
- The Daily Rate is paid for each day you are Disabled and approved to receive a benefit from this Program, excluding any days applied to the Waiting Period.

**An Example:** A Member's hourly rate is \$10.37 per hour on the day prior to the Disability begin date. The Member is scheduled to work 40 hours per week and has worked this schedule in the six (6) Pay Periods immediately preceding the Pay Period in which the leave begins. The Member was hospitalized on the Disability begin date and has no Waiting Period. The Member has been continuously Disabled for 24 days. The Members benefits will be calculated as follows:

*Average Hours per Week Calculation:*

80 hours per Pay Period X 6 Pay Periods = 480 hours for 6 Pay Periods (12 weeks)

480 hours ÷ 12 weeks = 40 hours (average hours per week)

*Average Pay per Week Calculation:*

\$10.37 hourly rate X 40 hours = \$414.80 (average weekly pay)

*Determine Daily Rate:*

Class 1: \$414.80 (average weekly pay) X 55% = \$228.14 (weekly benefit amount)

\$228.14 ÷ 7 days = \$32.59 (Daily Rate)

Class 2: \$414.80 (average weekly pay) X 60% = \$248.88 (weekly benefit amount)

\$248.88 ÷ 7 days = \$35.55 (Daily Rate)

*Payment of Daily Rate:*

If the Disability was approved for 10 days, Member would receive a benefit of:

Class 1: \$32.59 X 10 days = \$325.90

Class 2: \$35.55 X 10 days = \$355.50

**C. Benefits for Less Than One Week**

During the Disability Benefit Period, you will receive the Daily Rate for each day benefits are payable within the Pay Period.

**D. Benefit Payment Method**

Benefit payments are placed on your County pay warrant, using the County's payroll process. Benefits payments are coordinated within the County's established pay warrant process deadlines. For benefits payments that apply to prior Pay Periods, payments will be made on the net possible pay warrant following benefit determination. You are encouraged to submit claim information as quickly as possible to prevent gaps in benefit payments.

**E. Duration of Benefit**

Your benefit payments shall continue until one of the following occurs:

1. You have exhausted the full fifty-two (52) weeks of benefits.
2. You have exhausted the approved Disability Benefit Period.

3. Determination by the Claims Administrator that a Disability no longer exists (i.e., recovery, no longer Disabled).
4. You refuse to undergo a medical examination or to furnish information within thirty (30) days following written notice by the Claims Administrator.
5. The date you are either no longer under the regular and continuous care and treatment of a licensed Physician, or refuse to follow the treatment plan recommended by your attending Physician.
6. The date of your death.

**F. Maximum Benefit**

Class 1: The Program shall pay 55% of the Member's salary up to a weekly maximum benefit of \$249.70.

Class 2: The Program shall pay 60% of the Member's salary up to a weekly maximum benefit of \$461.54.

**G. Disqualification**

A Member will be disqualified from receiving benefits for:

1. Making a false statement; or
2. Failure to report a material fact; or
3. Failure to submit to an independent medical examination requested by the Claims Administrator. Such medical examinations may be requested by the Medical Management Staff, at the Program's expense, as often as may be deemed necessary, but not to exceed more often than one (1) examination in any thirty (30) day period; or
4. Attempting to commit or committing fraud against the Program.

Any Program benefit payments made prior to the discovery of a disqualification event listed above will be subject to the Right of Recovery section within this Plan Document.

**VII. WHAT ARE THE EXCLUSIONS AND LIMITATIONS?**

- A. Benefits will not be paid under this Program for any Disability directly or indirectly due to or resulting from any one or more of the following:

1. Claims not supported by a Medical Certification which states the medical facts within the authorized person's knowledge, authorized person's conclusion with respect to your Disability, and authorized person's opinion with respect to the probable duration of the illness or injury. An authorized person includes:
  - a. A licensed Physician, surgeon, optometrist, dentist, osteopath, chiropractor, or podiatrist stating the medical facts within his or her knowledge, his or her conclusion with respect to your Disability
  - b. Any duly authorized medical officer of a United States government Medical facility.
  - c. A registrar of a county hospital when you are hospitalized or in a county hospital or hospitalized by said county hospital into another hospital.
  - d. A state or local health officer who has issued a written order for you not to work because you are infected with, or suspected of being infected with, a communicable disease.
  - e. Competent medical authority that has referred you or recommended your participation as a full-time resident of an approved alcoholic recovery home or drug-free residential facility.
2. If you are confined, pursuant to commitment or court order, or certification, in an institution, or other place, as a sexual psychopath.
3. For any period of Disability for which benefits are paid or payable under any Unemployment Compensation Act of the United States or of any state.
4. For any day for which you receive any sick leave benefits or any wages from the Program Sponsor, your union or employee association, or any other employer, which together with the Program benefits received from this Program, exceeds 100% of your Regular Wages.
5. For any day of unemployment and/or Disability benefit for which you receive wage replacement income, or are entitled to receive, benefits or cash payments under a workers' compensation or Employer liability law of this state or any state. If such benefits or cash payments are less than the amount you would otherwise receive under this Program, your Program benefits will be reduced by these benefits or cash payments. Under workers' compensation benefits, any benefit payment or

settlement received for permanent Disability is excluded and will not limit or reduce the approved STD benefit.

6. For an illness or injury caused by participation in a violent disorder, assault, felony or an illegal occupation.
7. For an intentionally self-inflicted injury.
8. For an illness or injury due to war or any act of war, declared or undeclared or insurrection except during any period of up to thirty (30) days while traveling overseas on company business.
9. Any illness or injury for which you are not under the continuous care and treatment of a duly qualified Physician.
10. If you are unable to perform your Regular or Customary Work, are not wholly Disabled, and you were offered alternative employment by your Employer that is of comparable status and compensation to your previous occupation and you declined the alternative employment offer.
11. If you are incarcerated in any federal, state, or municipal penal institution, jail, medical facility, public or private hospital, or in any other place because of a criminal conviction of a federal, state, or municipal law or ordinance or commit a crime and are Disabled due to an illness or injury, caused by, or arising out of the commission of, arrest, investigation, or prosecution of any crime that results in a felony conviction.
12. Unless or until the Claims Administrator has received objective medical evidence in support of Disability, no benefits are payable. Such objective medical evidence includes, but is not limited to, data and records from your attending Physician, narrative reports, x-ray and other laboratory findings, and consulting Physician reports. This information is required at the initiation of your claim and periodically thereafter as reasonably requested by the Claims Administrator.
13. When you are involuntarily or voluntarily terminated prior to becoming Disabled.

14. When you engage in any employment with another employer.

B. If you have a Medical Certification that you need continuing resident services in an approved alcoholic recovery home or drug-free residential facility, and in the absence of any other disabling condition, the duration of benefit payments, while receiving treatment as a full-time resident in an approved alcoholic recovery home or drug-free residential facility, are limited to the following:

1. For approved alcoholic recovery home, 30 days of initial benefits are allowed, and may be extended up to 60 additional days, for a total of 90 payable days.
2. For approved drug-free residential facility, 45 days of initial benefits are allowed, and may be extended up to 45 additional days, for a total of 90 payable days.

#### VIII. WHEN SHOULD I FILE FOR BENEFITS?

You should initiate your claim for benefits as soon as you are hospitalized or if you believe your Disability will last eight (8) days or more. To avoid delay, you should file your claim as soon as possible, and within 120 days from the date of Disability or as soon thereafter as reasonably possible and, in any case, no later than one year after the end of the 120 day period. Claims not filed within these time limits will be denied and no benefits will be paid. These time limits will not apply during any period when you lacked the legal capacity to file a claim.

#### IX. HOW DO I FILE A CLAIM FOR BENEFITS?

In order to file a claim for benefits available under this Program, you must take these steps:

- A. If you are or will be hospitalized or absent from work for more than seven (7) consecutive calendar days, first call your Supervisor.
- B. Call the toll-free 800 number, (800) 845-7739.
- C. A Customer Service Representative at Sedgwick CMS will take all relevant information over the telephone. Sedgwick CMS will then send you written verification of the information you provided and require you to

sign and return it to Sedgwick CMS verifying that the information is correct. You will also give Sedgwick CMS authorization to obtain records and information needed to determine your eligibility for benefits by completing and signing the Release of Information form.

- D. You will receive a copy of Sedgwick CMS Privacy Statement for your records.
- E. Have your Physician call Sedgwick CMS at the same time on the toll-free 800 number to verify your Disability. If your Physician is unable or unwilling to call Sedgwick CMS, you will be able to give them the Medical Certification form for them to complete.

The Program Sponsor or its authorized Claims Administrator shall have the right to (A) require supplemental forms from the Physician or those authorized to certify Disability as often as deemed necessary, and (B) examine you while you are claiming benefits under this Program. This may be done when and as often as may be reasonably required during the period payments may be due under this Program. The Claims Administrator has the right to defer or suspend payment of benefits if you fail to attend an examination or fail to cooperate with the person conducting the examination.

The Medical Certification form, supplemental forms and/or extensions of Disability must be filed within thirty (30) days of date requested or your claim may be denied.

To receive benefits under this Program, you must follow the procedures established by the Program Sponsor and/or the Claims Administrator. If you do not follow these claims procedures, you may lose your right to a benefit under this Program, including any right you may have to file a legal action for benefits.

#### **X. HOW AND WHEN ARE PAYMENTS MADE?**

The Program Sponsor has streamlined payment of Short-Term Disability benefits providing you with one integrated check. On your regular pay dates, you will receive a pay warrant including your STD benefit payment and any Regular Wages or leave balance pay. This process ensures that your STD payment will not exceed 100% of your pay.

- A. Coordination of Benefits with Paid Time and Paid Leave Balances:



Your Short-Term Disability benefit will be coordinated with your leave balances and your paid work time (when performing Transitional Work) The total weekly payments from this Program and any paid time you receive will not exceed 100% of your Regular Wages.

**B. Coordination of Benefits with your Workers Compensation Benefits:**

Disabilities eligible for Worker's Compensation benefits will be deducted from Program benefits. Members will receive the difference in the Short-Term Disability benefit amount and the Workers' Compensation benefit amount when the Workers' Compensation benefit is less than the Short-Term Disability benefits. No payment will be made from this Program when the Workers' Compensation benefits are equal to or greater than the benefits payable under this Program.

**XI. IF YOUR CLAIM IS DENIED, WHAT CAN YOU DO ABOUT IT?**

If you disagree with the determination made on your claim, you have the right to request a thorough review of the decision. The appeal procedure is as follows:

- A. Within sixty (60) days of the date the initial determination written notice is mailed to you, you must file a written request for a review.
  
- B. The review request should include any additional facts and documentation which will support your claim. For your assistance, you may:
  - 1. Request a copy of the Program Document and all of the records pertaining to your claim;
  - 2. Ask for further explanation of the pertinent Program provisions and the reason for the initial determination;
  
- C. Your written request for a review must be mailed to the address below:

Benefits Review Committee  
Sedgwick CMS  
P.O. Box 9830  
Calabasas, CA 91372-0830

After receipt of your written review request, the Claims Administrator will present all of the relevant information to the Benefits Review Committee. The Benefits Review Committee will then review and reconsider your claim. After this review, and within sixty (60) days of your review request, the Benefits Review Committee will render a final written decision, which will be mailed to you.

Please note that no legal action may be commenced or maintained to recover benefits under this Program more than twelve (12) months after the final review/appeal decision by the Benefits Review Committee has been rendered (or deemed rendered).

## XII. GENERAL PROVISIONS

Claims Administrator Rights and Responsibilities The Claims Administrator shall have the right (A) to require supplemental forms from the health care provider or those authorized to certify Disabilities as often as deemed necessary, and (B) examine you while you are claiming payments under this benefit. This may be done when and as often as may be reasonably required during the period payment may be due under this Program. The Claims Administrator has the right to defer or suspend payment of benefits if you fail to attend an examination or fail to cooperate with the person conducting the examination.

Clerical Errors Clerical errors of the Program do not deprive any eligible Member of coverage under this Program. In addition, these errors do not create or continue coverage that would otherwise be effective.

Program Sponsor Authority and Responsibilities The Program Sponsor shall have full authority to adopt rules and regulations for the administration of the Program and to interpret, alter, amend or revoke any rules and regulations so adopted. The Program Sponsor shall have full discretion to construe and interpret the terms and provisions of this Program and interpretation or construction shall be final and binding to all parties including, but not limited to, the Claims Administrator, and any Member or Member's beneficiary, except as otherwise provided by law. The Program Sponsor shall administer such terms, and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Program.

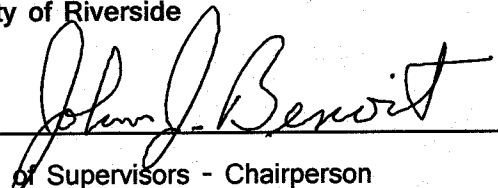
Right of Recovery When the amount paid by the Program exceeds the amount for which the Program is liable, the Program has the right to recover the excess amount. This amount shall be recovered directly from the Member to whom payment was made. In most cases, recovery will be made through payroll deductions. If the Member to whom the overpayment was made is deceased, the recovery may be taken from the Member's final pay warrant, if any, or it may be recovered from the Member's estate.

If there is a recovery by the Member, whether by judgment, settlement, retroactive award or otherwise, the Member shall reimburse the County of Riverside to the extent of the total amount of such benefits paid under this Program, and applicable interest. However, the reimbursement shall not exceed the proceeds of any such recovery after the deduction of reasonable and necessary expenditures, including attorney's fees, incurred in effecting such recovery.

Subpoena or Legal Action In the event Claims Administrator receives a request, Claims Administrator will notify Program Sponsor of such action immediately and will work together with Program Sponsor's Risk Management Division.

Transitional Work Program Each County of Riverside Memorandum of Understanding (MOU) will specify which bargaining groups are eligible to participate in the Transitional Work Program. The Transitional Work Program will coordinate a temporary change to your position once the attending Physician establishes the work restrictions and the County Department approves the temporary modification. These temporary changes could include job tasks, schedule, equipment or other conditions of employment, allowing you to return to work earlier. This program permits a coordination of STD benefit payments along with hours worked under the Transitional Work Program.

County of Riverside

  
\_\_\_\_\_  
Board of Supervisors - Chairperson  
**JOHN J. BENOIT**

ATTEST:

KEGIA HARPER-IHEM, Clerk

BY   
DEPUTY