



COOPERATIVE OF
AMERICAN PHYSICIANS

This booklet contains the following:

- **Notice of annual joint meeting of CAP and MPT Members, July 27, 2017**
- **CAP statement regarding election by mail ballot and MPT proxy statement**
- **Explanation and text of proposed revisions to the CAP Bylaws and MPT Agreement**

In order to cast your vote, you can vote online at www.CAPphysicians.com or use the two-page ballot and proxy included with this booklet: Complete both sides and fax to 213-576-8574 or return in the enclosed postage-paid envelope.

Important

It is important that all members vote now so that CAP and MPT will not have to bear the unnecessary expense of follow-up calls and letters.

May 2017

**Cooperative of American Physicians, Inc.
and
Mutual Protection Trust**

**Notice of Joint Meeting of Members
July 27, 2017**

A regular, annual meeting of members of the Cooperative of American Physicians, Inc. (CAP), a non-stock membership cooperative corporation, and of the members of the Mutual Protection Trust (MPT), an unincorporated interindemnity arrangement, will be held at:

333 S. Hope St., 8th Floor
Los Angeles, CA 90071

at 8:00 a.m. on July 27, 2017, to elect seven members of the CAP Board of Directors and five members of the MPT Board of Trustees, amend the CAP Bylaws and MPT Agreement, and transact such other business as may properly come before the meeting or any adjournment thereof.

The close of business on May 30, 2017, has been fixed as the record date for the determination of those members entitled to notice of and to vote at the meeting, and only members of record will be entitled to vote in person, online at www.CAPphysicians.com, or by mail ballot and proxy.

If you do not expect to be at the meeting, please sign, fill in, and return the enclosed ballot and proxy, or vote online at www.CAPphysicians.com.

May 2017



Paul R. Weber, MD, PhD
Secretary of the CAP Board of Directors



Andrew Sew Hoy, MD
Secretary of the MPT Board of Trustees



COOPERATIVE OF
AMERICAN PHYSICIANS

May 30, 2017

To: Members of the Cooperative of American Physicians, Inc., and the Mutual Protection Trust

Re: Annual Meeting of Members – July 27, 2017
Elections of Trustees and Directors
Proposed Revisions to the CAP Bylaws and Amendments to the MPT Agreement

Dear Doctor:

Attached are the materials for the July 27, 2017, annual joint meeting of members of the Cooperative of American Physicians, Inc., and of the Mutual Protection Trust.

Included in the materials are a ballot for the election of nominees for the CAP Board of Directors and a proxy for the election of nominees for the MPT Board of Trustees. The candidates on these slates have been reviewed by the respective CAP and MPT Nominating & Governance Committees, which recommended their nominations to the respective Boards, each of which recommends their election.

Also included in your materials are proposed amendments to the CAP Bylaws and MPT Agreement. The CAP and MPT Boards have unanimously approved these amendments and strongly encourage the membership's vote for all proposals.

For the voting to be complete, the majority of all members must respond. If we do not receive a majority of the members' returns by June 30, 2017, we will need to incur additional costs to contact those members who have not yet responded. Please help us avoid these costs, which we all share.

You may vote and return your proxy by logging in at www.CAPphysicians.com or by returning your marked ballot and proxy, which are included in this document, by mail or fax.

Thank you for returning your ballot and proxy – physically or electronically – *today*. It is through this kind of participation that we are able to provide the best service to California's finest physicians.

Béla S. Kenessey, MD
Chair, CAP Board of Directors

Charles P. Steinmann, MD
Chair, MPT Board of Trustees

SAN DIEGO | ORANGE | LOS ANGELES | PALO ALTO | SACRAMENTO

COOPERATIVE OF AMERICAN PHYSICIANS, INC.

333 S. HOPE ST., 8TH FLOOR, LOS ANGELES, CA 90071 | PHONE 800-252-7706 | www.CAPphysicians.com

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**Cooperative of American Physicians, Inc.
and
Mutual Protection Trust**

**CAP Statement Regarding Election by Mail Ballot
and
MPT Proxy Statement**

**Meetings of Members of
Cooperative of American Physicians, Inc.
and
Mutual Protection Trust
To be held concurrently on July 27, 2017**

On July 27, 2017, the members of the Cooperative of American Physicians, Inc. (CAP) will be asked to elect as directors the seven persons recommended by the CAP Nominating Committee and to amend the CAP Bylaws. Only members of record of CAP at the close of business on May 30, 2017, will be entitled to vote in person, online at www.CAPphysicians.com, or by mail ballot. The enclosed mail ballot is intended for use to cast votes for the election of members of the CAP Board of Directors and to amend the CAP Bylaws.

Members of the Mutual Protection Trust (MPT) will be asked to elect as trustees the five persons recommended by the MPT Nominating Committee. Only members of record of MPT at the close of business on May 30, 2017, will be entitled to vote for the election of trustees at the MPT meeting in person or by proxy, including electronic proxy at www.CAPphysicians.com.

Members are also asked to use the proxy to vote on the proposed amendments to the MPT Agreement.

The enclosed proxy is intended for use by MPT members and is solicited by the MPT Board of Trustees. Any person giving a proxy pursuant to this proxy statement may revoke it any time before it is exercised at the meeting by filing with the secretary an instrument revoking it or a duly executed proxy bearing a later date. In addition, if the person executing a proxy is present at the meeting, such person may vote in person. Proxies that are not revoked, if made online or duly signed and received in time for voting, will be voted at the meeting in accordance with the directions specified therein.

At the production deadline for this publication, there were 11,794 members of CAP and MPT. Each member is entitled to one vote for each matter coming before the respective meetings. A quorum of 250 members is required for the CAP meeting and an affirmative majority of all MPT members is required to elect trustees. See ballot and proxy for other voting thresholds. Ballots and proxies must be received by 8 a.m. on July 27, 2017 to be valid.

Nominees for the CAP Board of Directors

Sheilah M. Clayton, MD, FACS, is a board-certified general surgeon practicing in Pasadena. She graduated from Case Western Reserve University School of Medicine and completed her residency at Martin Luther King Jr./ Charles R. Crew Medical Center. Although Dr. Clayton has extensive experience in all aspects of general surgery, she has more recently developed an interest in breast surgery and provides services in underserved communities with the goal of reducing breast health disparities. Currently, she serves as the Director of Breast Surgery at the Martin Luther King Jr. Outpatient Center where she has co-authored several papers relating to molecular biology in breast cancer, nurse navigation and surveillance models in breast cancer survivors. Dr. Clayton is a Fellow of the American College of Surgeons and is a member of the American Society of Breast Surgeons, the Association of Black Women Physicians and the National Medical Association. Dr. Clayton has been a CAP member since 1990 and was elected to the CAP Board of Directors in 2014. She is the Chair of the Surgical Risk Assessment Peer Review committee and also serves on the Audit and Finance, Compensation, Physician Closed Claims Review, and the CAP Nominating and Governance committees.

Béla S. Kenessey, MD is a Diplomate of the American Board of Family Medicine and a Fellow of the American Academy of Family Physicians. After graduating from the University of Southern California School of Medicine in 1989, he attended the USC-PIH Family Practice Residency Program where he served as Chief Resident from 1991-92. There, he was honored with the Resident Teacher Award by the Society of Teachers of Family Medicine. Dr. Kenessey is a Clinical Associate Professor with the Department of Family Medicine at Keck School of Medicine of USC. He holds a bachelor's degree in Economics/Business from the University of California, Los Angeles, and has served on several boards, including at his local hospital, as well as CFO for a community nonprofit organization and CEO and CFO of a sleep diagnostics center. Dr. Kenessey was elected to the CAP Board of Directors in 2009, and has served as its President and Chair since 2013. He was also Founder and Chair of the CAP Practice Management Services Committee (now known as the Business Development Committee), is a Board member of the Cooperative of American Physicians Insurance Company, Inc., is Chair of the CAP Assurance Risk Purchasing Group, and continues to serve on the MPT Northern California Claims Review Committee, which he chaired from 2005 to 2016. He has also served as a Fellow to Board of Directors of the PIAA, the trade association for medical professional liability companies, from 2012-2015. His two-physician family medicine and wellness practice is located in Danville, where he also resides.

Wayne Kleinman, MD, is a past Chief of Staff at Providence Tarzana Hospital and the Immediate Past Chief of the Division of Anesthesiology for Providence Tarzana Hospital. A board-certified anesthesiologist and internist, he earned his medical degree from Virginia Commonwealth University Medical College and performed postgraduate training at both UCLA and Wadsworth VA Medical Center West in Los Angeles. Dr. Kleinman is currently an assistant clinical professor volunteer, Department of Anesthesiology, for UCLA's School of Medicine and is a member of more than half-a-dozen professional societies and associations on national, state, and local levels. He has also held key positions in numerous community and charity organizations and events, including the Guardian Hoops Club, AYSO's youth soccer program, AIDS Ride Los Angeles, and Physicians Caring Holiday Food Drives. Dr. Kleinman has been a CAP member since 1992. He was selected as a CAP "Fellow" by the Board of Directors in 2014,

Nominees for the CAP Board of Directors

was elected to the CAP Board of Directors in 2015, and currently serves as chair of the MPT Los Angeles Claims Review Committee.

Gregory Lizer, MD, FAAP, is chair of the Membership Development Committee of CAP and is a Fellow of the American Academy of Pediatrics. He has served on the CAP Board of Directors since 2013. Dr. Lizer is a noted expert on childhood allergies, asthma, and a variety of pediatric health care topics, having spoken on these subjects at schools, hospitals, and community events. A member of Descanso Pediatrics/Huntington Medical Foundation Medical Group in La Cañada-Flintridge, Dr. Lizer is also active in his local community, having served on the board of the Crescenta-Cañada YMCA and as volunteer director of Camp Health Centers for the Los Angeles Metro YMCA resident camps in Big Bear and Mammoth. In 2007 and 2012, he was named Best Pediatrician by the Glendale News Press “Foothills’ Best.” Dr. Lizer graduated from Hahnemann University’s School of Medicine in Philadelphia and completed his internship and residency at UCLA Medical Center in Los Angeles. He earned his bachelor’s degree in Animal Physiology from UC San Diego. Dr. Lizer has also served on the board of the Down Syndrome Association of Los Angeles.

Amir Moradi, MD, is board-certified in facial plastic and reconstructive surgery and practices in Vista. He completed his undergraduate degree at University of California, San Diego Summa Cum Laude, his medical school at University of California, San Diego with honors, his residency at Duke University Medical Center, and his MBA from Wharton School of Business. Dr. Moradi is the past Chair of the CAP Nominating & Governance Committee and is Vice Chair of the Compensation Committee. He is on the Board of the Cooperative of American Physicians Insurance Company, Inc., and serves as a member of the CAP and MPT Audit, Finance, and Compensation Committees. In the past, Dr. Moradi served as the vice chair of the CAP Education Committee and was a member of the CAP Practice Management Service Committee (now Business Development Committee). He is a member of the American Academy of Facial Plastic and Reconstructive Surgery and the California Medical Association. He has been a CAP member since 2000 and was elected to the CAP Board of Directors in 2014.

Graham A. Purcell, MD, is a Santa Monica board-certified orthopedic surgeon in private practice since 1984. A graduate of the University of Alberta Medical School in Canada, Dr. Purcell completed his orthopedic residency at the University of California, Los Angeles and the John H. Moe Spine Fellowship at the University of Minnesota. He is currently an assistant clinical professor of Orthopaedic Surgery at UCLA and a Fellow of the American Academy of Orthopaedic Surgeons, North American Spine Society, and Scoliosis Research Society. A CAP member since 1989, Dr. Purcell was elected to the CAP Board of Directors in 2005.

Paul Rocky Weber, MD, PhD, is a board-certified obstetrician and gynecologist who has practiced at Women’s Hospital/Long Beach Memorial Medical Center since 1981. Dr. Weber earned his medical degree and PhD from Jefferson Medical College in Philadelphia, and completed a one-year fellowship program for physician leaders sponsored by Memorial Health System. He completed his residency training in obstetrics/gynecology at Harbor-UCLA Medical Center in Torrance. He currently serves on the Board of Directors of the Physician Society of the Memorial Health System which comprises six hospitals and 2,000 physicians. He is a Clinical

Nominees for the CAP Board of Directors

Professor at the University of California, Irvine School of Medicine, and teaches residents and medical students at the UCI Medical Center. Formerly Chief of Staff and Chief of Obstetrics at Women's Hospital, Dr. Weber has also held positions on its Board of Trustees, Board of Directors, and Executive Committee. A CAP member since 1981, Dr. Weber was elected to the CAP Board of Directors in 2005. Dr. Weber is Chair of the Obstetrical Claims Review Committee and also Secretary of the Quality Control Committee. He was recently elected to a three-year term as Chair of the California Section 5 (Los Angeles) American Congress of Obstetricians and Gynecologists (ACOG).

Nominees for the MPT Board of Trustees

Stewart L. Shanfield, MD, has been a board-certified orthopedic surgeon since 1988 and currently practices with St. Jude Heritage Medical Group. A graduate of the University of Texas Health Science Center, he completed his internship and orthopedic residency at USC in Los Angeles. Dr. Shanfield has served in several elected and appointed positions at St. Jude Medical Center, including Chair of Board of Trustees, Chair of Surgery, and Chief of Staff. He is the physician facilitator of CREW Resource Management, a patient safety program implemented at St. Jude Medical Center. He currently serves as the Chair of the Allied Health Professions Committee which oversees quality of all physician assistants and nurse practitioners at St. Jude Medical Center. The Orange County Medical Association selected him as an orthopedic physician of excellence 2004-2017 and he was nominated again for 2018. He was selected as the Arthritis Foundation honoree in 2015. Active in his local community, Dr. Shanfield was the volunteer medical director as a non-sworn officer for the North County SWAT Team. He was a board member of Fullerton Community Bank and a member of its Audit and Finance Committee. Currently, he serves as the Chair of Finance at CAP and Chair of the CAP Physicians Insurance Agency. He also serves on the Board of St. Joseph Heritage Medical Group and its Finance Committee. A CAP member since 1998, Dr. Shanfield has served on the CAP Board of Directors since 2007.

Charles P. Steinmann, MD, has been a practicing, board-certified anesthesiologist since 1977. Currently a staff physician at Hoag Hospital, and the Newport Plaza Surgical Center, Dr. Steinmann received his medical degree from the University of California, San Francisco, where he subsequently completed his residency in anesthesiology. He completed a fellowship in pain management in Zurich, Switzerland, and received the 2001 Award of Excellence from the Southern California Cancer Pain Initiative. During a four-year sabbatical in England, Dr. Steinmann studied for his master's degree in finance and began work on his Master of Philosophy in Finance at the University of Exeter. A CAP member since 1981, Dr. Steinmann was elected to the MPT Board of Trustees in 2005 and served on the CAP Board of Directors from 2011 to 2016. Dr. Steinmann is currently the chair of the Finance Committee and was elected to the Board of Directors of the Cooperative of American Physicians Insurance Company, Inc., in 2014. Dr. Steinmann is currently Chair of the MPT Board of Trustees.

Lisa Thomsen, MD, FAAFP, is a Glendora-based board-certified family practitioner in private practice since 1990. In 1987, Dr. Thomsen graduated from the University of California, San Francisco Medical School, and completed her residency training at the University of Southern California-PIH Family Medicine Residency Program. She is a Fellow of the American Academy of Family Physicians, and serves on the California Academy of Family Physicians Medical Practice Affairs Committee. As an independent physician representative, Dr. Thomsen worked on the Los Angeles Regional Accountable Care Organization Board of Directors in 2012. She was recognized as "Physician of the Year" in 2010 by the Citrus Valley Health Foundation (CVHP). Before starting her solo practice, she was CEO of Foothill Family Practice Medical Group. A former Chief of Staff at Foothill Presbyterian Hospital, Dr. Thomsen also served on the CVHP Board of Directors and currently is an active member of CVHP's Governance Committee. Dr. Thomsen has been a CAP member since 2003, and actively participates on the Membership, Education, Practice Management Services (now known as the Business Development Committee), while chairing the Electronic Health Record Subcommittee. Dr. Thomsen has served on the CAP Board of Directors since 2011.

Nominees for the MPT Board of Trustees

Phillip Unger, MD, is a board-certified Fullerton radiologist in private practice since 1975. Dr. Unger earned his medical degree from the University of Manitoba in Winnipeg, Canada. He is a Fellow of the Royal College of Physicians in Canada, as well as the American College of Radiology. He is an active member of the Orange County Medical Association, California Medical Association, and the American Medical Association. Dr. Unger also served as 1984-85 President of the Orange County Radiological Society. Dr. Unger joined the MPT Board of Trustees in 1986 and has been a CAP member since 1978.

Bruce J. Weimer, MD, is a board certified neurologist in private practice in Glendora. Dr. Weimer received his pre-med undergraduate, medical graduate, and neurology training at the University of Pittsburgh in Pennsylvania. After serving as Chief Resident in Neurology, he joined the University of Pittsburgh Neurology Department as a clinical instructor and researcher working on Artificial Intelligence computer aided medical diagnosis expert systems. In 1985, Dr. Weimer moved to Southern California to establish his private practice. He then worked for several years in Pasadena in private practice and as Director of Huntington Provider Group's Neurology services. Dr. Weimer's practice is now in Glendora, where he also serves as a member of the Foothill Presbyterian Hospital BioEthics Committee. He also serves as Chair of CAP's Education and Patient Safety Committee, Chair of the CAP Nominating and Governance Committee, and the Vice Chair of the Los Angeles Claims Review Committee. Dr. Weimer has served on to the CAP Board of Directors since 2009 and has been a CAP member since 2000.

**Remuneration of CAP Directors, MPT Trustees, and Other Members of
CAP and MPT Boards and Committees**

The CAP Board of Directors and the MPT Board of Trustees hold five regularly scheduled meetings per year. The members on these Boards, as well as approximately 120 other CAP members, also serve on various committees, such as the MPT Risk Assessment Peer Review Committees, MPT Quality Control Committee, MPT Claims Review Committees (Los Angeles, Orange County, Northern California, Orthopedic, and Obstetrical), CAP & MPT Audit Committee, CAP & MPT Finance and Investment Committee, CAP & MPT Compensation Committee, CAP Education Committee, CAP Business Development Committee, CAP & MPT Nominating & Governance Committees, other special committees, and CAP subsidiary boards. In 2016:

- Amounts paid to the CAP Board of Directors for services as directors totaled \$733,538;
- Amounts paid to the MPT Board of Trustees for services as trustees totaled \$882,591;
- Amounts paid to Board members and others for serving on CAP Committees and CAP subsidiary boards totaled \$610,687;
- Amounts paid to Board members and others for serving on MPT Committees totaled \$593,456.

On January 29, 2016, the CAP Board of Directors was reduced from 15 to 11 members; on July 1, 2017, the CAP Board will be reduced to seven positions. On July 5, 2016, the MPT Board of Trustees was reduced from seven to five members. Both Boards had six regularly scheduled meetings in 2016.

Other Matters

CAP and MPT will bear the cost of preparing, assembling and mailing all materials in connection with the meetings. In addition to soliciting proxies and ballots by mail, proxies and ballots may also be solicited by certain CAP Directors and MPT Trustees, as well as by regular employees of CAP and MPT, personally or by telephone, fax or email, without additional compensation. In addition, CAP and MPT may pay for and utilize individuals or companies not regularly employed by CAP and MPT in connection with the solicitation of ballots and proxies if the boards determine that is advisable.

Management of CAP and MPT knows of no other matters to be submitted to the meetings. If any other matters properly come before the MPT meeting, it is the intention of the persons named in the enclosed MPT proxy to vote thereon in accordance with their best judgement.

May 2017



Paul R. Weber, MD, PhD
Secretary of the CAP Board of Directors



Andrew Sew Hoy, MD
Secretary of the MPT Board of Trustees

CAP BYLAWS AMENDMENT

The text for a proposed amendment to the CAP Bylaws is set forth below following an explanation of the proposed amendment. A copy of the current Bylaws is found in the Login section of www.CAPphysicians.com under “Member’s Section.”

*The CAP Board of Directors strongly recommends that you vote in **favor** of the amendment.*

[Included in the proposed amendment is the relevant section of the CAP Bylaws with the proposed language in place. In the mark-up version, proposed new language is underlined and language to be deleted is ~~crossed out~~.]

Proposed CAP Bylaws Amendment Board Service Term Limits

Explanation: As an organization run by physicians, for physicians, CAP benefits from the experience and expertise that members of the Board of Directors bring not only in their practice of medicine, but also in their knowledge of company business. In assessing the best way to achieve an ideal balance of such experience, the Board of Directors recommends the adoption of term limits that will encourage dedicated service from valued Board members while promoting renewal within the organization.

Typically, members serve on various CAP or MPT committees for many years before being nominated for election to the Board of Directors. Combining years of such committee service with a maximum Board term limit of 12 years will provide CAP with an ideal service path for its leaders and encourage wider participation in governance among the membership. Similarly, a four-year term limit for the Board chair position will allow the Board’s elected chairperson the opportunity to advocate his or her vision for CAP while training and encouraging others for when it is their time to lead.

Through a system in which member physicians are recruited for Board service based on their practice expertise and committee service, elected by the membership, and mentored by more experienced Board directors, CAP will be well positioned to meet the challenges of the future – and directed by a Board that is diverse in its skills and backgrounds.

Proposed Language: **Article 4.2.2** of the CAP Bylaws to read as follows:

PROPOSED LANGUAGE

4.2.2 *Term of office.* Directors shall be elected for a two-year term at the annual meeting of the members held in each odd-numbered year and until a successor has been elected and qualified. Commencing with the election scheduled for July 27, 2017, and thereafter, no person may be elected as a director if he or she has served previously as a director for a cumulative maximum limit of twelve (12) years since July 27, 2017. If directors are not elected at any such annual meeting, a special meeting of the members shall be held for that purpose. Service as a trustee on the Mutual Protection Trust Board of Trustees on or after July 27, 2017, shall be counted as service as a CAP

MARK-UP VERSION

4.2.2 *Term of office.* Directors shall be elected for a ~~one~~two-year term at the annual meeting of the members, ~~provided that, commencing with such annual meeting held in 2015, all directors shall be elected at such annual meeting for a two-year term and will hold office until the next annual meeting of members held in each subsequent~~ odd-numbered year and until a successor has been elected and qualified. Commencing with the election scheduled for July 27, 2017, and thereafter, no person may be elected as a director if he or she has served previously as a director for a cumulative maximum limit of twelve (12) years since July 27, 2017. If directors are not elected at any such annual

director for the term limit purposes of this Section except that concurrent service on the MPT Board of Trustees and the CAP Board of Directors shall count only once toward the term limit purposes of this Section.

Any amendment to this Section 4.2.2 to change the length of a director's term or the cumulative maximum limit on the number of years that a director may serve shall be effective only upon the affirmative vote of the members in accordance with Section 10.1 of these Bylaws.

meeting, a special meeting of the members shall be held for that purpose. Service as a trustee on the Mutual Protection Trust Board of Trustees on or after July 27, 2017, shall be counted as service as a CAP director for the term limit purposes of this Section except that concurrent service on the MPT Board of Trustees and the CAP Board of Directors shall count only once toward the term limit purposes of this Section.

Any amendment to this Section 4.2.2 to change the length of a director's term or the cumulative maximum limit on the number of years that a director may serve shall be effective only upon the affirmative vote of the members in accordance with Section 10.1 of these Bylaws.

Article 6.7 of the CAP Bylaws to read as follows:

PROPOSED LANGUAGE

6.7 President and Chair of the Board

The President and Chair of the Board shall preside at all meetings of the Board of Directors and shall have such authority as from time to time may be prescribed by the Board of Directors. The President and Chair of the Board shall, subject to the control of the Board of Directors, have the responsibility for managing the day-to-day affairs and operations of the corporation. A director elected by the Board of Directors to serve as President and Chair of the Board on or after July 27, 2017, may serve as President and Chair of the Board for a cumulative total limit of not more than four (4) years after that date. Any amendment to this Section 6.7 to change this four-year limit on the President and Chair's service in that position shall be effective only upon the affirmative vote of the members in accordance with Section 10.1 of these Bylaws.

MARK-UP VERSION

6.7 President and Chair of the Board

The President and Chair of the Board shall preside at all meetings of the Board of Directors and shall have such authority as from time to time may be prescribed by the Board of Directors. The President and Chair of the Board shall, subject to the control of the Board of Directors, have the responsibility for managing the day-to-day affairs and operations of the corporation. A director elected by the Board of Directors to serve as President and Chair of the Board on or after July 27, 2017, may serve as President and Chair of the Board for a cumulative total limit of not more than four (4) years after that date. Any amendment to this Section 6.7 to change this four-year limit on the President and Chair's service in that position shall be effective only upon the affirmative vote of the members in accordance with Section 10.1 of these Bylaws.

In voting for this amendment, Members authorize the Board of Directors to make all conforming, grammatical, and numerical changes in the remaining portions of the CAP Bylaws to ensure that the revision is applied throughout the CAP Bylaws.

REVISIONS TO THE MPT AGREEMENT

The text for each proposed amendment to the MPT Agreement is set forth following an explanation of each proposed amendment. The entire MPT Agreement has not been reproduced in this booklet. To assist you in reviewing the proposed amendments, the current list of defined terms is reproduced in the Appendix. A copy of the entire MPT Agreement is found in the Login section of www.CAPphysicians.com under “Member’s Section.”

*The MPT Board of Trustees strongly recommends that you vote in **favor** of all amendments.*

[Included in each proposed amendment is the relevant section of the MPT Agreement with the proposed language in place. In the mark-up version, proposed new language is underlined and language to be deleted is ~~crossed-out~~.]

Amendment to the MPT Agreement #1 Board Service Term Limits

Explanation: As an organization run by physicians, for physicians, MPT benefits from the experience and expertise that members of the Board of Trustees bring not only in their practice of medicine, but also in their knowledge of company business. In assessing the best way to achieve an ideal balance of such experience, the Board of Trustees recommends the adoption of term limits that will encourage dedicated service from valued Board members while promoting renewal within the organization.

Typically, members serve on various CAP or MPT committees for many years before being nominated for election to the Board of Trustees. Combining years of such committee service with a maximum Board term limit of 12 years will provide MPT with an ideal service path for its leaders and encourage wider participation in governance among the membership. Similarly, a four-year term limit for the Board chair position will allow the Board’s elected chairperson the opportunity to advocate his or her vision for MPT while training and encouraging others for when it is their time to lead.

Through a system in which member physicians are recruited for Board service based on their practice expertise and committee service, elected by the membership, and mentored by more experienced Board trustees, MPT will be well positioned to meet the challenges of the future – and directed by a Board that is diverse in its skills and backgrounds.

*Proposed Amendment: **Part 2, Section 1.B** of the MPT Agreement to read as follows:*

PROPOSED LANGUAGE

B. Election and Term of Office

Trustees of the Board of Trustees shall be elected for a two-year term at the annual meeting of the **Members** held in each odd-numbered year or at any special meeting called for the purpose of electing trustees. Any **Member** may submit nominations for trustees of the Board of Trustees in advance of or at any such meeting. The nominees receiving the highest number of votes, by at least a majority of all **Members**, will be deemed elected as trustees. Commencing with the election

MARK-UP VERSION

B. Election and Term of Office

Trustees of the Board of Trustees ~~will~~shall be elected for a two-year term at the annual meeting of the **Members**, ~~provided that, commencing with such annual meeting of the Members held in 2015, all trustees shall be elected for a two-year term and will hold office until the next annual meeting of~~ **Members** held in each subsequent odd-numbered year or at any special meeting called for the purpose of electing trustees. Any **Member** may submit nominations for trustees of the Board of

scheduled for July 27, 2017, and thereafter, no **Member** may be elected and hold office as a trustee if he or she has previously served as a trustee for a cumulative maximum limit of twelve (12) years since July 27, 2017. Each trustee shall hold office until his or her successor trustee is elected. Vacancies caused by death, resignation, declaration by final court order of a trustee's unsound mind or felony conviction, or a vote of the **Members** to remove a trustee, may be filled by vote of a majority of the remaining trustees, though less than a quorum. Trustees so elected shall hold office until their successors have been elected and have entered upon the discharge of their duties.

Service as a director on the Cooperative of American Physicians Board of Directors on or after July 27, 2017, shall be counted as service as an MPT Board trustee for the term limit purposes of this Section except that concurrent service on the MPT Board of Trustees and the CAP Board of Directors shall count only once toward the term limit purposes of this Section.

Trustees in advance of or at any such meeting. The nominees receiving the highest number of votes, by at least a majority of all **Members**, will be deemed elected as trustees. Commencing with the election scheduled for July 27, 2017, and thereafter, no **Member** may be elected and hold office as a trustee if he or she has previously served as a trustee for a cumulative maximum limit of twelve (12) years since July 27, 2017. Each trustee ~~will~~shall hold office until his or her successor trustee is elected. Vacancies caused by death, resignation, declaration by final court order of a trustee's unsound mind or felony conviction, or a vote of the **Members** to remove a trustee, may be filled by vote of a majority of the remaining trustees, though less than a quorum. Trustees so elected shall hold office until their successors have been elected and have entered upon the discharge of their duties.

Service as a director on the Cooperative of American Physicians Board of Directors on or after July 27, 2017, shall be counted as service as an MPT Board trustee for the term limit purposes of this Section except that concurrent service on the MPT Board of Trustees and the CAP Board of Directors shall count only once toward the term limit purposes of this Section.

Part 2, Section 1.G.1(a) of the MPT Agreement to read as follows:

PROPOSED LANGUAGE

G. Powers of the Board of Trustees

Subject to the powers of the Members as provided by law or as otherwise described by this Agreement, all powers of MPT shall be exercised by and/or under the authority of the Board of Trustees and the business and affairs of MPT will be controlled by the Board of Trustees. This includes, without limitation:

1. Officers and Employees

(a) Selecting and removing all officers, employees and other **Agents** of MPT; provided, however, that a trustee elected by the Board of Trustees on or after July 27, 2017, to serve as Chair of the MPT Board of Trustees may serve as Chair for a

MARK-UP VERSION

G. Powers of the Board of Trustees

Subject to the powers of the Members as provided by law or as otherwise described by this Agreement, all powers of MPT shall be exercised by and/or under the authority of the Board of Trustees and the business and affairs of MPT will be controlled by the Board of Trustees. This includes, without limitation:

1. Officers and Employees

(a) Selecting and removing all officers, employees and other **Agents** of MPT; provided, however, that a trustee elected by the Board of Trustees on or after July 27, 2017, to serve as Chair of the MPT Board of Trustees may serve as Chair for a

cumulative total limit of not more than four (4) years after that date; (b) prescribing, in a manner not inconsistent with law and this Agreement, the powers and duties of such officers, employees and other **Agents**; (c) fixing the compensation of such officers, employees and other **Agents**; and (d) obtaining from such officers, employees and other **Agents** their security for faithful service.

cumulative total limit of not more than four (4) years after that date; (b) prescribing, in a manner not inconsistent with law and this Agreement, the powers and duties of such officers, employees and other **Agents**; (c) fixing the compensation of such officers, employees and other **Agents**; and (d) obtaining from such officers, employees and other **Agents** their security for faithful service.

Amendment to the MPT Agreement #2

Notifying MPT of a Claim

Explanation: This proposed change clarifies that MPT will cover a claim that was first brought during a Member's coverage period or during the Member's tail coverage period.

Proposed Amendment: **Part 1, Section 1** of the MPT Agreement to read:

PROPOSED LANGUAGE

MPT will pay on behalf of a **Covered Person** or a **Covered Entity** all amounts that such covered Person or such **Covered Entity** becomes legally obligated to pay as **Damages** because of a **Claim** based on an **Occurrence**, when:

- A. The **Member** would be legally obligated to pay such amounts during the **Member's Coverage Period**;
- B. The **Damages** were caused by the **Occurrence**;
- C. The **Claim** was first made against the **Covered Person** or the **Covered Entity** and was first reported to MPT during the **Member's Coverage Period** or during the **Member's Tail Coverage**, if applicable;
- D. The **Occurrence** took place during the **Member's Coverage Period**;
- E. The **Claim** is not excluded by Part 1, Section 4; and
- F. The additional conditions for medical professional liability coverage set forth by Part 1, Section 8 are satisfied.

MARK-UP VERSION

MPT will pay on behalf of a **Covered Person** or a **Covered Entity** all amounts that such covered Person or such **Covered Entity** becomes legally obligated to pay as **Damages** because of a **Claim** based on an **Occurrence**, when:

- A. The **Member** would be legally obligated to pay such amounts during the **Member's Coverage Period**;
- B. The **Damages** were caused by the **Occurrence**;
- C. The **Claim** was first made against the **Covered Person** or the **Covered Entity** ~~during the **Member's Coverage Period**~~, and was first reported to MPT during the **Member's Coverage Period** or during the **Member's Tail Coverage**, if applicable;
- D. The **Occurrence** took place during the **Member's Coverage Period**;
- E. The **Claim** is not excluded by Part 1, Section 4; and
- F. The additional conditions for medical professional liability coverage set forth by Part 1, Section 8 are satisfied.

Amendment to the MPT Agreement #3
HIPAA Compliance

Explanation: MPT is committed to following the requirements of the Health Insurance Privacy and Portability Act (HIPAA). The details of CAP's and MPT's obligations under HIPAA are set out in more detail in the CAP and MPT Statement of Privacy Obligations, which is available at <https://www.capphysicians.com/cooperative-american-physicians-statement-of-privacy>. This proposed amendment takes into account that MPT may not be considered a Business Associate under HIPAA for certain services or functions that it provides for members. The amendment would also allow MPT to provide the Statement of Privacy Obligations to members via the website (subject to a member's request for a printed version) instead of requiring delivery of a physical copy in all circumstances.

Proposed Amendment: **Part 2, Section 7.J** of the MPT Agreement to read as follows:

PROPOSED LANGUAGE

J. *HIPAA Compliance*

MPT, each **Covered Person** and each **Covered Entity** are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (Privacy Regulations) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its amendments, regulations and regulatory guidance. MPT, each **Covered Person** and each **Covered Entity** acknowledge that MPT may be a Business Associate (as that term is used in the Privacy Regulations) of the **Covered Person** and the **Covered Entity**. MPT will abide by the assurances, terms and conditions of the Cooperative of American Physicians, Inc. and the Mutual Protection Trust Statement of Privacy Obligations. This statement is available on CAP's website and a copy will be sent to each **Covered Person** and each **Covered Entity** upon request.

MARK-UP VERSION

J. *HIPAA Compliance*

MPT, each **Covered Person** and each **Covered Entity** are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (Privacy Regulations) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its amendments, regulations and regulatory guidance. MPT, each **Covered Person** and each **Covered Entity** acknowledge that MPT ~~is~~may be a Business Associate (as that term is used in the Privacy Regulations) of the **Covered Person** and the **Covered Entity**. MPT will abide by the assurances, terms and conditions of ~~MPT's~~the Cooperative of American Physicians, Inc. and the Mutual Protection Trust Statement of Privacy Obligations. This statement ~~will be attached to each Member's regular statement of coverage and will be~~is available on CAP's website and a copy will be sent to each **Covered Person** and each **Covered Entity** upon request.

In voting for these amendments, Members authorize the Board of Trustees to make all conforming, grammatical, and numerical changes in the remaining portions of the MPT Agreement to ensure that the revision is applied throughout the MPT Agreement.

Appendix

Mutual Protection Trust Agreement Definitions

1. *Agent*

An **Agent** is any person who is or was (1) a trustee, director, officer, attorney, employee or other actual agent of MPT; (2) serving at the written request of MPT (or at its oral request subsequently confirmed in writing) as a member of any committee appointed by the Board of Trustees; or (3) serving as a trustee, director, officer, attorney, employee or other agent of another business, whether or not incorporated, in which MPT has a proprietary interest or is a creditor.

2. *Approved Locum Tenens*

An **Approved Locum Tenens** is a **Locum Tenens** whose application was specifically approved for coverage in writing by MPT before the **Occurrence**.

Approval for coverage requires the **Member** or a **Covered Entity** to submit to MPT a written application requesting that the physician be made an **Approved Locum Tenens**. Approval for coverage is within the sole and absolute discretion of MPT. Approval for coverage will be made in writing by MPT. Any writing is incorporated and made a part of this Agreement, and is subject to all of the terms, conditions and exclusions described by this Agreement, as well as any additional terms, conditions and exclusions described by the writing.

Such medical professional liability coverage does not increase MPT's limits of liability beyond that amount for which MPT would be liable if the acts, errors or omissions of the **Approved Locum Tenens** giving rise to liability had been the acts, errors or omissions of the **Member**. The **Approved Locum Tenens** does not have any of the rights or privileges of a **Member** other than those described by Part 1.

3. *Claim*

A **Claim** is any notice of intent, demand for arbitration, lawsuit, cross-complaint, counterclaim or demand for payment received by a **Covered Person** or a **Covered Entity**.

4. *Commencement Date*

The **Commencement Date** is the date on which the **Member** is notified in writing that he or she has been approved for membership in CAP and for participation in this Agreement, or any later date requested by the **Member** and approved by MPT.

5. *Coverage Period*

The **Coverage Period** is the period that begins with (1) the **Member's Commencement Date**; or (2) the date on which a **Covered Person** (other than a **Member**) or a **Covered**

Entity is notified in writing that he, she or it has been approved for medical professional liability coverage; or (3) the **Retroactive Date**, if applicable. The **Coverage Period** ends with the **Member's Termination Date** or any earlier date requested by the **Member** and approved by MPT.

6. *Covered Entity*

A **Covered Entity** is:

- a. the medical sole proprietorship of a **Member** who is in compliance with all terms of this Agreement, if (1) no physician other than the **Member** provides **Professional Services** on behalf of such proprietorship, and (2) the only **Workers** for such proprietorship are **Workers** who have valid and collectible insurance or other contractual defense and indemnity rights with respect to liability **Claims**; or
- b. the solo medical corporation of a **Member** who is in compliance with all terms of this Agreement, if (1) no physician other than the **Member** provides **Professional Services** on behalf of such corporation, and (2) the only **Workers** for such corporation are **Workers** who have valid and collectible insurance or other contractual defense and indemnity rights with respect to liability **Claims**; or
- c. any other **Entity** specifically approved for coverage in writing by MPT before the **Occurrence** and where a **Member** is responsible for the **Occurrence**.

Except for **Covered Entities** described in 6.a and 6.b above, approval for coverage requires the **Member** or a **Covered Entity** to submit to MPT a written application requesting that the Entity be made a **Covered Entity**. Approval for coverage is within the sole and absolute discretion of MPT. Approval for coverage will be made in a written declaration of coverage issued by MPT. Any such declaration of coverage is incorporated and made a part of this Agreement, and is subject to all of the terms, conditions and exclusions described by this Agreement, as well as any additional terms, conditions and exclusions described by the declaration of coverage.

7. *Covered Person*

A **Covered Person** is:

- a. a **Member** who is in compliance with all terms of this Agreement, including the prior payment of all dues, assessments, assessment surcharges, deductibles and copayments due and owing to MPT;
- b. an **Other Related Physician** who was treating a **Member's** patient and an **Approved Locum Tenens** who was treating a **Member's** patient.
- c. the following **Workers** who do not perform cosmetic procedures and who were acting within the course and scope of their licensure (if needed) and duties for the **Member** or **Covered Entity** at the time of the **Occurrence**:

- (1) registered nurse (excluding **Nurse Practitioner, Nurse Anesthetist, and Nurse Midwife**);
 - (2) licensed vocational nurse;
 - (3) **Medical Assistant**;
 - (4) technologist or technician; and
 - (5) clerical employee.
- d. any other **Worker** specifically approved for coverage in writing by MPT before the **Occurrence** who was acting within the course and scope of his or her licensure (if needed) and duties for the **Member** or **Covered Entity** at the time of the **Occurrence**.

Except for **Covered Persons** described in 7.c, approval for coverage requires the **Member** or a **Covered Entity** to submit to MPT a written application requesting that the **Worker** be made a **Covered Person**. Approval for coverage is within the sole and absolute discretion of MPT. Approval for coverage for the **Worker** will be made in writing by MPT. Any such writing is incorporated and made a part of this Agreement, and is subject to all of the terms, conditions and exclusions described by this Agreement as well as any additional terms, conditions and exclusions described by the writing.

8. **Counterparty**

A **Counterparty** is (a) one or more members of CAP and/or (b) a state or federally-licensed liability insurance company, including risk retention groups, that provides medical professional liability coverage only to such members and their **Entities**.

9. **Damages**

Damages means money damages for injury to a patient. **Damages** do not include the recoveries excluded in Part 1, Section 4.B.

10. **Electronic Transmission**

Electronic Transmission is a communication to MPT that is (1) sent via electronic mail, electronic database, online voting, or other electronic means to, and received by, the electronic mail address or other electronic destination specified by MPT; (2) verified by MPT as having being sent by, or authorized by and sent on behalf of, the **Member**; and (3) in a form which is legible and is capable of being retained, retrieved, reviewed and printed in tangible form.

11. **Entity**

An **Entity** is any **Health Facility**, medical sole proprietorship, medical partnership, medical corporation, medical group, medical clinic, unincorporated association of **Healthcare Practitioners** formed for the purpose of practicing medicine, and any other personal, professional or business enterprise with which the **Member** has any association or relationship.

12. *Health Facility*

A **Health Facility** is any of the facilities described in California Health & Safety Code Section 1250 or its statutory replacement.

13. *Healthcare Practitioner*

A **Healthcare Practitioner** is a licensed, certified or registered person who is a physician, podiatrist, dentist or dental surgeon, optometrist, chiropractor, psychologist, social worker, pharmacist, registered nurse, licensed vocational nurse, **Health Facility**, and other person or entity identified in California Civil Code Section 1714.8(b) or its statutory replacement.

14. *Initial Trust Deposit*

The **Initial Trust Deposit** constitutes the “initial trust contribution” discussed in California Insurance Code Section 1280.7(a)(1) and is the amount of money equal to the current, fully mature assessment based on the **Member’s** risk class, limits of liability and location of practice.

15. *Locum Tenens*

A **Locum Tenens** is a physician licensed to practice in California (1) when temporarily serving as a relief or substitute physician for the **Member** and (2) while treating a patient of the **Member** pursuant to an arrangement between the **Member** and such licensed physician.

16. *Medical Assistant*

A **Medical Assistant** is a person who performs basic administrative, clerical and technical supportive services as described by California Business and Professions Code Section 2069 or its statutory replacement. “Technical supportive services” means routine medical tasks and procedures that may be safely performed by a medical assistant who has limited training and who functions under supervision. “Supervision” means the supervision of procedures authorized by California Business and Professions Code Section 2069 or its statutory replacement by a licensed physician acting within the scope of his or her practice and who is physically present in the **Health Facility** during the performance of those procedures.

17. *Medical Specialty*

A **Medical Specialty** is the risk class designated by MPT in writing after approval of the **Member’s** application for membership in CAP and for participation in this Agreement or as thereafter approved by MPT in writing.

18. *Member*

A **Member**, as that term is used in Part 1 of this Agreement, is a physician licensed in California who is a current member of CAP and who was specifically approved in writing by MPT to be a participant in this Agreement, or who is a former **Member** with **Tail Coverage**. A **Member**, as that term is used in Part 2 of this Agreement, is a physician licensed in California who is a current member of CAP and who was specifically approved in writing by MPT to be a participant in this Agreement.

19. *MPT Fund Corpus*

MPT Fund Corpus is the sum of money held by MPT, consisting of all **Initial Trust Deposits** paid to MPT by **Members**.

20. *MPT Fund Income*

MPT Fund Income is all monetary amounts other than the **MPT Fund Corpus**, including all income earned on the **MPT Fund Corpus**, as well as all dues, assessments, assessment surcharges, deductibles and copayments paid by **Members**.

21. *Nurse Anesthetist*

A **Nurse Anesthetist** is a registered nurse who has completed a course of training in a school of anesthesia accredited by the American Association of Nurse Anesthetists.

22. *Nurse Midwife*

A **Nurse Midwife** is a registered nurse who is currently certified as a **Nurse Midwife** by the California Board of Registered Nursing.

23. *Nurse Practitioner*

A **Nurse Practitioner** is a registered nurse who possesses additional preparation and skills in physical diagnosis, psycho-social assessment and management of health/illness needs in primary health care who was prepared in a program that conforms to the standards specified in 16 California Code of Regulations Section 1484 or its replacement.

24. *Occurrence*

An **Occurrence** is a negligent act, error or omission, or series of related negligent acts, errors or omissions that take place (1) during the **Coverage Period**; and (2) in the course of a **Covered Person's** or a **Covered Entity's** provision of **Professional Services**.

25. *Other Related Physician*

An **Other Related Physician** is a licensed physician who is specifically approved for coverage in writing by MPT before the **Occurrence** and where the **Member** is responsible for the Occurrence.

Approval for coverage requires the **Member** or a **Covered Entity** to submit to MPT a written application requesting that the physician be made a **Covered Person**. Approval for coverage is within the sole and absolute discretion of MPT. Approval for coverage will be made in writing by MPT. Any writing is incorporated and made a part of this Agreement, and is subject to all of the terms, conditions and exclusions described by this Agreement, as well as any additional terms, conditions and exclusions described by the writing.

26. *Professional Services*

Professional Services is the rendering or failure to render any (1) medical or surgical treatment to a patient; (2) medical diagnoses, medical opinions or medical advice to a patient; or (3) referral of such patient to another **Healthcare Practitioner**. **Professional Services** is also any services performed as a member of the CAP Board of Directors, the MPT Board of Trustees, or any committee appointed by CAP or by MPT.

27. *Retroactive Date*

The **Retroactive Date** is a date before (1) the **Member's Commencement Date**; or (2) the date on which a **Covered Person** (other than a **Member**) or a **Covered Entity** is notified in writing that he, she or it has been approved for medical professional liability coverage. The **Retroactive Date** must be specifically approved in writing by MPT.

28. *Separate Limits of Liability*

Separate limits of liability for a **Covered Entity** or a **Covered Person** (other than a **Member**) are the single and aggregate amounts approved in writing by MPT before the **Occurrence** for all **Claims** based on an **Occurrence**. These **Separate limits of liability** are not shared with the **Member** but are in addition to and separate from the limits of liability forth in Part 1, Section 6.A or 6.C, as applicable.

Approval for **Separate limits of liability** for a **Covered Entity** or for a **Covered Person** (other than a **Member**) requires the **Member** or the **Covered Entity** to submit a written application requesting **Separate limits of liability**. Approval for **Separate limits of liability** is within the sole and absolute discretion of MPT. Approval for **Separate limits of liability** will be made in writing by MPT. Such writing is subject to all terms, conditions and exclusions described by this Agreement as well as any additional terms, conditions and exclusions described by the writing.

29. *Tail Coverage*

Tail Coverage is the medical professional liability coverage provided by Part 1 after a **Member's Termination Date** for a pending or future **Claim** based upon an **Occurrence** that took place during the **Coverage Period**. **Tail Coverage** is not afforded for any **Claim** based on an **Occurrence** that took place after the **Member's Termination Date**.

30. Termination Date

The **Termination Date** is the date on which the **Member's** membership in CAP and participation in this Agreement is terminated. Such date is the date (1) CAP and MPT receive a request from the **Member** for retirement status or for voluntary termination and an agreement to purchase **Tail Coverage** or to continue to be liable for assessments; or (2) CAP and MPT receive a request from the **Member** for repayment of the **Member's Initial Trust Deposit** without purchasing **Tail Coverage**; or (3) the MPT sends written notice to the **Member** of his or her involuntary termination for failure to pay dues, assessments, other payments; or (4) the **Member** receives notice from MPT of his involuntary termination; or (5) of the **Member's** death.

31. Worker

A **Worker** is a person who provides healthcare and related services on behalf of the **Member** or **Covered Entity** as an actual or contracted employee, or other actual agent of the **Member** or **Covered Entity**. Not every **Worker** is a **Covered Person**: **Workers** not listed in Definition 7.c, including those persons described below, must meet the conditions set forth in Definition 7.d to be a **Covered Person**: [The Board of Trustees in its discretion may modify this list at any time.]

Acupuncturist	Nurse Practitioner
Aesthetician	Nutritionist
Chiropractor	Occupational therapist
Cosmetologist	Optometrist
Dentist	Orthopedic physician assistant
Diabetes/Other diseases educator (a specifically licensed or certified non-physician educator about diabetes and other diseases)	Perfusionist
Dietitian	Person performing cosmetic procedures
Homeopathic practitioner	Pharmacist
Licensed clinical social worker	Physical therapist
Marriage, family, child counselor	Physician assistant
Massage therapist	Physician, including Locum Tenens and Other Related Physician
Naturopath	Podiatrist
Nurse Anesthetist	Psychological assistant
Nurse Midwife	Psychologist
	Registered nurse first assistant

32. Written Proxy

A **Written Proxy** is a signed authorization sent by or on behalf of a **Member** to MPT before such meeting via U.S. Mail, express delivery service, facsimile or **Electronic Transmission**, giving another person or persons power to vote on behalf of, and in the manner directed by, the **Member**. For purposes of this definition, "signed" means the **Member's** placing his or her name on the **Written Proxy** by means of handwriting, typewriting or **Electronic Transmission**.

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The Two-Page
Ballot and Proxy
Included With
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