

**TEHACHAPI VALLEY HEALTHCARE DISTRICT  
BOARD OF DIRECTORS MEETING  
SPECIAL**

**Date: June 27, 2023**

**Place: Tehachapi Valley Healthcare District Office  
116 W E Street  
Tehachapi, CA 93561**

**Time: 10:00 AM**

Audio Call: 1-347-566-2771 ID: 932899372#

Teleconference: [Click here to join the meeting](#)

Director Steele joining from: Holland America/Princess Juneau Office  
151 Mill Street, Juneau, AK, 99801

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**AGENDA**

**I. CALL TO ORDER**

**II. FLAG SALUTE**

**III. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

This time is reserved for persons to address the Board of Directors on matters not on the agenda over which the District has jurisdiction. Time is limited to 3 minutes per speaker. The Board of Directors can take no action on your presentation. Any person desiring to speak on an item on the agenda will be given an opportunity to do so prior to the Board of Directors acting on the item.

**IV. CONSENT AGENDA**

The following items are considered routine and non-controversial by District Staff and may be approved by one motion. If a member of the Board or audience wishes to comment or ask questions on an item, it will be moved to New Business or Reports.

Approval of Minutes

- |   |       |
|---|-------|
| 1. Board Meeting, May 16, 2023 Approval of Minutes            | Tab 1 |
| 2. Receive and File, Community Outreach Committee May 9, 2023 | Tab 2 |
| 3. Receive and File, Finance Committee, May 10, 2023          | Tab 3 |

**V. OLD BUSINESS**

- |                      |       |
|----------------------|-------|
| A. Director Benefits | Tab 4 |
|----------------------|-------|

**VI. NEW BUSINESS**

- |  |       |
|--|-------|
| A. BETAARMA JPAA Amendments              | Tab 5 |
| B. Resolution Transferring Bank Accounts | Tab 6 |

**VII. REPORTS**

- A. Adventist Health Tehachapi Valley Update – Edward Martin
- B. TVHD CEO Report

Tab 7

**VIII. BOARD COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

**IX. ETHICS TRAINING**

**X.**

**CLOSED SESSION:**

- A. CEO Performance Evaluation

**XI. ADJOURNMENT**

**NOTICE TO THE PUBLIC**

**PUBLIC COMMENT PERIOD FOR REGULAR MEETINGS**

Members of the public may comment on any item on the agenda before the Board takes action on it. The public may also comment on items of interest to the public that is within the subject matter jurisdiction of the Board; provided, however, the Board may not take action on any item not appearing on the agenda unless the action is otherwise authorized by law. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak.

**COPIES OF PUBLIC RECORDS**

All writings, materials, and information provided to the Board for their consideration relating to any open session agenda item of the meeting are available for public inspection and copying during regular business hours at the Administration Office of the District at 116 W E St., Tehachapi, California.

**COMPLIANCE WITH ADA**

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (Cal. Gov't Cod. § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting, should contact the Executive Office during regular business hours by phone at 661-750-4848, or in person at the District's Administrative Office at 116 W E St., Tehachapi, California.

**TEHACHAPI VALLEY HEALTHCARE DISTRICT  
MINUTES OF THE BOARD OF DIRECTORS MEETING  
May 16, 2023, 10:00am**

**I. CALL TO ORDER**

President Nixon called the meeting to order at 10:00am.

**Directors Present:** Lydia Chaney, Duane Moats, Mike Nixon, William Steele (via teleconference), Carl Gehricke

**Others Present:** Peggy Mendiburu, CEO, Scott Nave, Legal Counsel (via call), Pat Doody, Tehachapi Loop, Claudia Elliott, Tehachapi News

**II. FLAG SALUTE**

President Nixon led the flag salute.

**III. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

There were no public comments.

**IV. CONSENT AGENDA**

A. Approval of Minutes

1. Board Meeting minutes. April 18, 2023
2. Receive and File, Community Outreach Committee, 04/11/23
3. Receive and File, Finance Committee, 04/12/23
4. Receive and File, Strategic Planning, 03/14/23

**Consent agenda items approved. MSA: Gehricke/Moats; 5-0**

**V. OLD BUSINESS**

A. Director Benefits Resolution (Nave)

Director Chaney's spouse was inadvertently added onto medical insurance. After months of discussion, a resolution is before you with medical insurance only covering the director but spouses can be added at self-cost (bylaws from 2011 and no change). Director and spouse's may be added to dental and vision benefits at the District's cost per resolution.

Moats motioned to open. Director Gehricke commented that board members should be paying for their own medical, dental, and vision and not at District expense.

Claudia Elliott asked if there is no additional expense. CEO Mendiburu commented that yes, there is an expense to the district.

**Action: Approved Resolution as presented via roll call: Steele Aye; Gehricke Nay; Moats Aye; Chaney Aye; Nixon Aye – 4-1 (Gehricke Nay)**

**VI. NEW BUSINESS**

A. CEQA Review of Revised Adventist Solar Project (Nave)

Board approved Krieger and Stewart for environmental review of solar project for hospital. The project has changed from original plan and if substantial, an environmental review is needed. If the City is ok with the project, Adventist can go forward. There was past discussion of the City being the lead agency. If an amendment or additional cost for environmental review, that is the District's responsibility and Peggy can sign contract if it is needed.

**Action: The Board approved revised solar layout. MSA: Chaney/Gehricke; roll call: Chaney Aye; Nixon Aye; Gehricke Aye; Steele Aye; Moats Aye; 5-0**

**B. Appointment of Members to the Southeast Kern Healthcare JPA and Quad Healthcare Consortium**

In 2004, the JPAs were created with East Kern Healthcare District. The Collaborative was created to issue bonds. That is no longer the case and TVHD has since refinanced the original bond measure. East Kern Healthcare District (EKHD) has appointed two board members and TVHD needs to do the same to discuss dissolving the JPAs or if there is a need to continue collaborating on health issues. Directors' Chaney and Gehricke volunteered.

**Action: Directors Chaney and Gehricke appointed to the Southeast Kern Healthcare JPA and Quad Healthcare Consortium. MSA: Moats/Steele; Roll Call: Nixon Aye; Chaney Aye; Gehricke Aye; Steele Aye; Moats Aye; 5-0**

**VII. REPORTS**

**A. Adventist Health Tehachapi Valley Update (Edward Martin)**

- Celebrated Hospital Week and rounded with donuts to show appreciation to staff.
- Celebrated Nurses Week with Blessing of the Hands.
- Countywide skills fair, which provides clinical staff with a chance to get exposed to new technology.
- Bonnie Mazel, RN and program specialist received Daisy Award.
- Service awards held at the Bakersfield County Club celebrating 5 yrs to 45 years of service.
- Swing beds are now open and have one post-acute patient. We want to keep residents here and not send down the hill.

**B. TVHD Report (Peggy Mendiburu)**

- Peggy reported April finances (attached report).
- Peggy creating a new survey to better reflect what Tehachapi citizens want in a community center.

**VIII. BOARD COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

- President Nixon reported that at Strategic Planning Meeting, a plan was presented for the District to fund a community swimming pool. Cost would be approximately \$10M and is cost prohibitive. Director Chaney

added that a pool would require a bigger footprint than the old hospital property.

**IX. CLOSED SESSION**

CEO Performance Evaluation

**X. CLOSED SESSION REPORT**

The Board conducted a CEO performance evaluation. No action was taken, and no other items discussed.

**XI. ADJOURNMENT**

President Nixon adjourned the meeting at 11:15am

Approved on the \_\_ day of June 2023

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Lydia Chaney, Secretary



Tehachapi Valley Healthcare District  
Community Outreach Committee Meeting  
Minutes  
May 9, 2023, 12:00pm  
116 W E Street, Tehachapi, CA  
12:00 PM

**I. CALL TO ORDER**

Facilitator Name

**II. PRESENT**

Director Lydia Chaney; Peggy Mendiburu, CEO; Lisa Hughes, Business Manager; Pat Doody, Tehachapi Loop Newspaper

**PUBLIC COMMENTS**

None

**III. APPROVAL OF MINUTES**

The April 11, 2023 minutes were approved. **MSA: Chaney/Mendiburu**

**IV. OLD BUSINESS**

A. Community Garden Fence Quotes (Lisa Hughes)

Peggy reached out to HM (Hugo) for another quote. Per Lisa, Hugo called and said he would be coming out this week to provide a quote. Need at least one more quote prior to starting. **Action: At least one more quote needed. Peggy to reach back out to Hugo.**

B. Water for Garden Parcel (Lisa Hughes)

Lisa was to reach out to the City regarding water for parcel. **Action: Lisa to reach out to City of Tehachapi regarding water on parcel for garden.**

C. CPR Booklets and AED Supply Cost (Steele/Hughes)

Per Lisa, Bill Steele was to find out prices on CPR booklets but is out of town. Lydia commented that Cerro Coso has a CNA program. It may be good to collaborate with them. Lydia to provide contact information to Peggy.

Per Lisa, Peggy is to approve type of AED for the office.

**V. NEW BUSINESS**

A. Say Yes Campaign

Working with Rotary for the Say Yes event to occur November 4, 2023. There will also be an art contest in September. Lydia and Bill approved TVHD providing the speaker fee of \$1000.00 **Action: Peggy to provide flyers and poster art to Lydia for printing and program information later in the summer.**

**VI. REPORTS**

A. TVHD Outreach Updates (Peggy)

See attachment.

B. Adventist Updates

No AH representative present.

**VII. BOARD COMMENTS NOT APPEARING ON THE AGENDA**

None.

**VIII. ADJOURNMENT**

Director Chaney adjourned meeting at 12:15pm.

Minutes approved by: \_\_\_\_\_  
Lydia Chaney



TEHACHAPI VALLEY HEALTHCARE DISTRICT  
FINANCE COMMITTEE MINUTES  
May 10, 2023  
116 W E Street  
Tehachapi, CA 93561  
12:30 PM

**Board Members Present:** Duane Moats, Carl Gehricke  
**Staff Present:** Peggy Mendiburu, CEO  
**Transcribed by:** Peggy Mendiburu

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**I. CALL TO ORDER**

Director Moats called the Finance Committee Meeting to order at 12:30pm

**II. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

None

**III. APPROVAL OF MINUTES**

April 14, 2023 minutes approved. **MSA: Gehricke/Moats**

**IV. REPORTS**

A. Finance Reports April 2023

1. Peggy reported net income at positive at \$451,461.21 with YTD positive at \$1,233,423.84. We are meeting budget.
2. American Express  
Report reviewed and accepted.
3. Petty Cash  
Report reviewed and accepted.

**V. OLD BUSINESS**

- A. Tehachapi Humanitarian Group – Community Garden Fence Quotes  
Peggy to try and obtain one or two more quotes prior to going forward with Brooks.
- B. Director Benefits Review (Peggy)  
Peggy to bring resolution to April Board meeting per March Board meeting to add spouses to health insurance at district cost. I am not recommending this as could become cost prohibitive in the future with new board members coming on. Spouses were added to dental and eye insurance to bring insurance cost down; however, there is no benefit or cost break with health insurance.

**VI. NEW BUSINESS**

A. Valley Strong Presentation

Eric Steinback presented from Valley Strong regarding TVHD moving to a money market account. Annual percentage yield is at 3.74 percent compared to Bank of Sierra at .05 percent. **Action: Peggy to reach out to Bank of Sierra to see if they can provide better rate.**

B. Wells Fargo Fund Transfer (Peggy)

We could earn a better interest rate transferring account to Valley Strong; however, the account is tied to the bonds. **Action: Peggy to reach out to Counsel on legalities of transferring account.**

VII. BOARD COMMENTS ON BUSINESS NOT APPEARING ON THE AGENDA

1. None.

VIII. **ADJOURNMENT**

Meeting adjourned at 1:15pm.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
TEHACHAPI VALLEY HEALTHCARE DISTRICT  
AMENDING THE BYLAWS REGARDING  
DIRECTOR BENEFITS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TEHACHAPI VALLEY  
HEALTHCARE DISTRICT as follows:

WHEREAS, the Board of Directors of Tehachapi Valley Healthcare District has adopted Bylaws that include provisions regarding Director benefits; and

WHEREAS, the Board desires to amend the Bylaws regarding Director benefits;

NOW, THEREFORE, BE IT RESOLVED that:

1. Section 7(b) of the Bylaws is amended as follows:

(b) Benefits.

Directors are entitled to certain specified benefits as follows:

- (1) Group medical coverage at the District's cost for active directors, but not their dependents, **and dental and vision benefits under the District's plans for directors and spouses at the District's cost. Dependents may participate on a self-pay basis as permitted by the District's plan as authorized by law.**
- (2) Group medical, vision and dental plan coverage at the District's cost for retired Directors and their dependents if the Director first assumed office before January 1, 1995, and has served at least 12 consecutive years.
- (3) Group medical, vision and dental plan coverage, but not term life insurance, at the Director's cost, for retired Directors and their dependents if the Director is not eligible for District payment and if permitted by the District's health plan.

2. This amendment will take effect June 1, 2023.

3. Except as expressly stated herein, the Bylaws are readopted without change.

PASSED, APPROVED AND ADOPTED on May 16, 2023.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary





BETA RISK MANAGEMENT AUTHORITY  
A PUBLIC ENTITY

Date: March 23, 2023  
To: Executive Committee  
BETA Council  
From: R. Corey Grove  
Subject: **Proposed JPAA Amendments**

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Several years have passed since the 2017 merger between BETARMA and ALPHA Fund. I propose amendments to the BETARMA's Joint Powers Authority Agreement (JPAA). While there are some typographical edits, the vast majority of these proposed amendments pertain to removing references of the merger.

If the proposed JPAA is approved by the BETA Council, the redlined and clean versions of the proposed JPAA will be distributed to all BETARMA Members for review and approval under the terms of Section XXIII, which requires a majority approval by the BETARMA Members.

Attachments:  
Proposed JPAA Amendments (redline)  
Proposed JPAA Amendments (clean)

**BETA HEALTHCARE GROUP  
RISK MANAGEMENT AUTHORITY**



***AMENDED AND RESTATED  
JOINT POWERS AUTHORITY  
AGREEMENT***

**Effective as of January 3, 2017  
Revised March , 2023**

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RISK MANAGEMENT AUTHORITY  
JOINT POWERS AUTHORITY AGREEMENT**  
Effective as of January 3, 2017  
Revised March , 2023

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**AMENDED AND RESTATED  
BETA HEALTHCARE GROUP  
RISK MANAGEMENT AUTHORITY  
JOINT POWERS AUTHORITY AGREEMENT**  
**Effective as of January 3, 2017**  
**Revised March, 2023**

THIS AMENDED ~~AND RESTATED~~ BETA HEALTHCARE GROUP RISK MANAGEMENT AUTHORITY JOINT POWERS AUTHORITY AGREEMENT (this "Agreement") is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code, relating to joint exercise of powers between the local healthcare districts, counties, other political subdivisions and qualified non-profits which operate hospitals, clinics, medical foundations and other health-related facilities and/or provide related healthcare services, and which have signed this Agreement, and those that may sign hereafter, for the purpose of operating and administering Group Self-Insurance Programs and/or insurance purchasing programs for professional liability, workers' compensation and/or providing other coverage or services for those healthcare districts and those counties, other political subdivisions and qualified non-profits which own and operate hospitals, clinics, medical foundations and other health-related facilities and/or provide related healthcare services. This Agreement is effective as of the date first set forth above. Capitalized terms used but not defined herein have the meaning set forth in Article I.

**RECITALS**

**Combination of ALPHA Fund and BETA HEALTHCARE GROUP RISK MANAGEMENT AUTHORITY**

~~WHEREAS, the Association of California Healthcare Districts, Inc., a California non-profit mutual benefit corporation ("ACHD") created a program of Group Self-Insurance for workers' compensation risks, known as ALPHA Fund for healthcare districts, district hospitals, and non-profits to offer alternative means of providing coverage of their workers' compensation risks ("ALPHA Fund") pursuant to that certain ALPHA Fund Joint Powers Agreement amended and restated as of May 9, 2011 (the "ALPHA Fund JPA");~~

~~WHEREAS, prior to the date of this Amended and Restated Agreement, BETARMA was a Group Self-Insurance Program covering the professional and comprehensive liability coverage needs of its public agency and non-profit Members pursuant to the BETA Healthcare Group Risk Management Authority Joint Powers Authority Agreement first dated as of October 1, 1989 and most recently amended and restated as of April 4, 2014 (the "Original BETA JPA");~~

~~WHEREAS, the participants of ALPHA Fund and the Members of BETARMA voted to combine the joint powers authorities together into one entity, the BETARMA, to more efficiently and cost-effectively serve the needs of ALPHA Fund's participants and the Members;~~

~~WHEREAS, upon the Closing of the merger of ALPHA Fund into BETARMA, the surviving JPA entity will continue to be called BETA Healthcare Group Risk Management Authority or BETARMA and BETARMA shall have all right, title and obligation to and for all of the assets, obligations and liabilities that were ALPHA Fund's prior to the Closing;~~

~~WHEREAS, upon the Closing of the merger of ALPHA Fund into BETARMA, BETARMA shall have all contractual rights and obligations, claims and liabilities that were ALPHA Fund's prior to the Closing, including those in connection with all coverage provided by ALPHA Fund since its inception;~~

~~NOW, THEREFORE, for and in consideration of the mutual advantages to be derived, and in consideration of the execution of this Agreement by healthcare districts, counties, other political subdivisions and qualified non-profits which operate hospitals, clinics, medical foundations and other health-related facilities and/or provide related healthcare services, each of the parties hereto does hereby agree that upon the Closing (a) ALPHA Fund shall merge into BETARMA; (b) the Original BETA JPA and the original ALPHA Fund JPA shall be amended and restated into this Agreement as set forth below to~~



~~combine ALPHA Fund and BETARMA; and (c) the ALPHA Fund JPA and the Original BETA JPA shall be superseded by this Agreement.~~

### **General Recitals**

WHEREAS, it is to the mutual benefit and in the best public interest of the parties to this Agreement to ~~join together to enter into this Agreement for the purposes set forth herein;~~

WHEREAS, the development, organization and implementation of the Group Self-Insurance Programs and/or other insurance purchasing programs are of such magnitude that it is necessary for the parties to join together through this Agreement in order to accomplish the purposes herein set forth;

WHEREAS, the parties have determined that there is a need by district hospitals, county hospitals, qualified non-profits, government-owned hospitals, clinics and other health-health-related facilities for Group Self-Insurance Programs and/or insurance purchasing programs for healthcare entity liability, workers' compensation and other coverages;

WHEREAS, such Group Self-Insurance Programs and/or insurance purchasing programs can adequately serve the needs of all the parties;

WHEREAS, ~~Title 1, Division 7, Chapter 5 of t~~The Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them;

WHEREAS, it is the desire of the parties signing this Agreement to jointly provide for Group Self-Insurance Programs and/or insurance purchasing programs for healthcare entity liability, workers' compensation and other coverages for their mutual advantage;

WHEREAS, the different Group Self-Insurance Programs and/or group insurance purchasing programs offered under BETARMA shall be structured as separate lines of business, with distinct rates, services, coverage contracts, administrative structures, excess and/or reinsurance structures, deductible structures, retentions, if applicable, and actuarial services;

WHEREAS, ~~the State of California Senate and Assembly voted to approve Senate Bill No. 2004 in 1998, the Governor approved the Bill and the Secretary of State Chaptered the law effective January 1, 1999, as part of pursuant to~~ Government Code Section 6527, BETARMA may include as Members any non-profit corporation which provides healthcare services where the BETA Council makes specified findings at a public meeting;

WHEREAS, ~~the State of California Senate and Assembly voted to approve Assembly Bill No. 2078 in 2002, the Governor approved the Bill and the Secretary of State Chaptered the law effective September 20, 2002, as part of pursuant to~~ Government Code Section 6527, BETARMA may include as Members for Group Self-Insurance for workers' compensation risks any non-profit corporation which provides healthcare services similar to services provided by a healthcare district;

WHEREAS, Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling certain self-insured claims and losses, administering claims, providing Risk Management and loss prevention programs and transferring risk between and among the parties, as permitted under this Agreement, section 6 of the California Constitution and as provided in Government Code Section 990.8, and/or jointly purchasing excess insurance, reinsurance and/or administrative services in connection with self-insurance and/or insurance programs for said parties;

WHEREAS, the parties desire to grow the membership of BETARMA, and enhance its productivity and ancillary revenues, and the potential to do so exists through a variety of marketing efforts and service

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opportunities, it has been determined by the parties that there is value in offering Risk Management consulting services, claims consulting services and/or third-party claims administration services to non-Members, as well as to administer other joint powers authorities.

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NOW, THEREFORE, for and in consideration of the mutual advantages to be derived, and in consideration of the execution of this Agreement by healthcare districts, counties, other political subdivisions and qualified non-profits which operate hospitals, clinics, medical foundations and other health-related facilities and/or provide related healthcare services, each of the parties hereto does hereby agree as follows:

I.

**DEFINITIONS AND GENERAL PROVISIONS**

1. "Administrator" shall mean the contractor or consultant retained, or staff employed by the BETA Council to administer the Group Self-Insurance Programs and/or other insurance purchasing programs.

~~2. "ALPHA Fund" shall have the meaning set forth in the recitals to this Agreement.~~

~~3. "ALPHA Fund JPA" shall have the meaning set forth in the recitals to this Agreement.~~

~~4. "ACHD" shall have the meaning set forth in the recitals to this Agreement.~~

5. "Agreement" shall have the meaning set forth in the first paragraph of this agreement.

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6. "Authority" shall mean BETA Healthcare Group Risk Management Authority, a California joint powers authority, ~~as constituted under the Original BETA JPA and as the surviving JPA entity following the merger with ALPHA Fund under this Agreement.~~

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7.3. "BETARMA" shall mean the Authority.

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8.4. "BETA Council" shall mean the board of directors of BETARMA, consisting of representatives of Members, who are charged with the responsibility of governing BETARMA and its programs.

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9.5. "Certificate of Coverage" shall mean the document issued to each Member evidencing its participation in one or more of the Group Self-Insurance Programs.

10.6. "Chief Executive Officer" shall mean the manager of the day-to-day affairs of BETARMA, appointed by the BETA Council.

~~11. "Closing" shall mean the date this Agreement is filed and becomes effective with the California Secretary of State pursuant to the terms and conditions of the Merger Agreement.~~

12.7. "County" shall mean any political subdivision denoted as such by law.

13.8. "Coverage Contract" shall mean a contract of group self-insurance through Risk Sharing, risk transfer and Risk Management, which defines the terms and conditions and the extent of BETARMA's coverage of a Member's liability.

14.9. "Fiscal Year" shall mean that period of time commencing January 1 of each year and ending on the following December 31.

~~15-10.~~ "Funds" shall mean, unless the context otherwise specifies, all monies paid into BETARMA or any of its Group Self-Insurance Programs, including any earnings thereon or any other sums coming to BETARMA from any source.

~~16-11.~~ "Governmental Entity" shall mean any political subdivision or non-profit corporation operating a health facility, or any non-profit corporation which is considered a local government agency for the purposes of pooling self-insurance claims or losses as stated in California Government Code Section 6527 and empowered to execute this Agreement under the laws of the State of California.

~~17-12.~~ "Group Self-Insurance" shall refer to the concept of a group of individuals or organizations who collectively manage risks by setting aside a pool of money to be used when a loss occurs.

~~18-13.~~ "Group Self-Insurance Program(s)" shall mean a self-insuring plan of group Risk Sharing, risk transfer and Risk Management created for the benefit of the Members that provides for the defense and payment of claims, Risk Management and program administration by Risk Sharing and the maintenance of reserve Funds and Fund Balance, and which ordinarily provides for the transfer of risks from a Member to BETARMA. The Group Self-Insurance Programs may be provided with or without a Member deductible and/or in excess of a Member's self-insured retention ("SIR"). The Authority anticipates there will be multiple Group Self-Insurance Programs with separate coverages, limits and rates.

~~19-14.~~ "Member" shall mean any Governmental Entity that is a signatory to the JPAA and has current coverage through BETARMA or one of its affiliated programs, provided, however, that this definition shall not be construed to prevent BETARMA from extending coverage to any subsidiary, or wholly owned or affiliated entity, upon terms and conditions approved by BETARMA. A Governmental Entity with claims-made coverage which has purchased an extended reporting period or tail coverage, but no longer purchases a current coverage contract from BETARMA, and has not paid a contribution for claims occurring after the date of cancellation or termination shall be deemed a former Member and not a current Member. BETARMA is also a Member of BETARMA with all the rights and obligations of other Members except that, while it is entitled to vote as a Member, it may not have an elected representative on the BETA Council.

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~~20.~~ "Merger Agreement" shall mean the Agreement of Merger between BETARMA, ALPHA Fund and ACHD effective as of August 22, 2016.

~~24-15.~~ "Occupied Beds" shall mean the daily average number of beds, cribs and bassinets used for patients during the coverage period.

~~22.~~ "Original BETA JPA" shall have the meaning set forth in the recitals to this Agreement.

~~23-16.~~ "Reserves" shall mean Funds, including but not limited to incurred but not reported claims reserves, not yet committed to the payment of a covered claim but held for the payment of claims.

~~24-17.~~ "Reserve and Distribution Policy" shall have the meaning set forth in Article XV, Section 12.

~~25-18.~~ "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, sharing, financing and eliminating risk. "Risk Management" includes various elements of patient safety, insurance, law, administration, technology, accounting and general business to effectively manage hazards and losses to which Members and non-Members may be exposed.

~~26-19.~~ "Risk Sharing" shall mean any common fund or pool of monies: (1) which is composed of cash, investments permitted by Government Code Sections 53601, et seq., or other assets; (2) to which two or more Members have agreed to contribute in accordance with the terms of a Certificate of Coverage and a Coverage Contract in which participation is voluntary; (3) from which claim and defense expenses of any contributor to that common fund shall be paid to claimants by BETARMA on a Member's behalf; (4) from which administrative costs to operate and manage the Fund and

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activities related to the purpose of the Fund shall be paid; and (5) which operates in accordance with this joint powers agreement.

27-20. "SIR" has the meaning set forth in Section 18 above.

## II.

### **PURPOSES AND TERM**

1. **Purposes.** The purposes of BETARMA are to provide and administer Group Self-Insurance Programs and/or insurance purchasing programs and services to its Members, as well as Risk Management consulting services, claims consulting services and third-party claims administration services to its Members and non-Members; to secure appropriate excess insurance and/or treaty or facultative reinsurance; to provide Members with the mechanisms to accumulate, administer and invest Funds to self-insure or insure as a group various exposures up to specified, predetermined limits of coverage; and to effect cost savings to Members in the administration of such Group Self-Insurance Programs and/or insurance purchasing programs as may be established by BETARMA in order to reduce the cost of healthcare to the patient-consumer.
2. **Term.** This Agreement shall become effective as of the date hereof and shall continue in full force and effect until it is terminated and BETARMA is dissolved, as provided herein. It is the intent of the parties hereto that the separate public agency created under this Agreement have an indefinite life and shall continue to exist so long as necessary to carry out the purposes of this Agreement, including the orderly wind-up of the affairs of BETARMA. It is the further intent of the parties that the withdrawal or termination of any Member from any Group Self-Insurance Program, insurance purchasing program and/or other program of BETARMA, or from BETARMA itself, shall not terminate such program or this Agreement as to the remaining Members therein nor relieve any Member or former Member from any obligations it may have under this Agreement, except as expressly provided in Article XXIII.

## III.

### **CREATION OF AUTHORITY**

Pursuant to Sections 6500, et seq. of the Government Code, there has been created a public entity, separate and apart from the parties hereto, known as BETA Healthcare Group Risk Management Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of BETARMA shall not constitute debts, liabilities or obligations of any party to this Agreement. No party to this Agreement shall have any right, title or interest in the assets of BETARMA, or in any contributions, consideration, or property paid or donated by a party to BETARMA, or any of its programs, except as expressly provided in this Agreement.

## IV.

### **ORGANIZATION & ADMINISTRATION**

1. **Responsibility.** The overall responsibility for administration of Group Self-Insurance Programs, insurance purchasing programs or any other BETARMA program or activity of BETARMA shall be vested in the BETA Council.
2. **Agents.** Each Member hereby appoints the BETA Council and its delegates or designees to act as its agents in executing all contracts, reports, waivers, agreements and service contracts and to make

and arrange for the defense, settlement and payment of claims and all other things required for the proper and orderly operation of BETARMA.

3. Bylaws. BETARMA shall be governed pursuant to this Agreement and ~~to the~~ Bylaws. ~~Amendments of to~~ the Bylaws may be proposed by any Member or BETA Council director. A copy of the proposed amendment and the reasons therefor shall be presented to the BETA Council, if not proposed by the BETA Council. All proposed amendments shall be approved by a two-thirds vote of the BETA Council. Upon its approval, the amendment shall be disseminated to all Members. The effective date of any amendment shall be ~~the~~ July 1st following adoption, unless otherwise stated in the amendment. Each party to this Agreement agrees to comply with and be bound by the provisions of the said Bylaws and further agrees that all Group Self-Insurance Programs, insurance purchasing programs and BETARMA shall be operated pursuant to this Agreement and the said Bylaws. In the event of any conflict between the Bylaws and this Agreement, this Agreement shall prevail.
4. BETA Council. The governing body of BETARMA shall be known as the BETA Council. Upon approval by the Members of this amended Agreement, the BETA Council shall continue in office and shall be responsible for overseeing the organization and operation of BETARMA and all of its programs, as provided herein. The BETA Council shall establish such policies and guidelines as may be necessary to carry out any BETARMA program. The organization and structure of ~~the~~ BETA Council shall be established in the Bylaws, as they may be amended as provided therein.
5. ~~Assets and Liabilities of ALPHA Fund. As of the Closing, BETARMA has all right, title and obligation to and for all of the assets, obligations and liabilities that were ALPHA Fund's prior to the Closing.~~

## V.

### POWERS OF AUTHORITY

1. Common Powers. BETARMA shall have the following common powers and is hereby authorized to perform all acts necessary for the exercise of said common powers:
  - A. To make and enter into Risk Management services and consulting contracts for Members and non-Members, as well as contracts of insurance and self-insurance for its Members providing for risk pooling or sharing, whether or not subject to regulation under the Insurance Code, to the extent and in the manner permitted under Government Code Sections 990, 990.4, 990.8 and 6508, or any other provision of law;
  - B. To hire employees and contract with consultants, independent contractors and legal counsel;
  - C. To invest and reinvest money in the treasury of BETARMA pursuant to Government Code Sections 53601, et seq.;
  - D. To incur debts, liabilities or obligations;
  - E. To acquire, hold, lease or dispose of real or personal property;
  - F. To sue and be sued in its own name;
  - G. To establish and operate Group Self-Insurance Programs, ~~and/or~~ insurance purchasing programs ~~and/or joint purchasing programs~~ designed to reduce the operating costs and/or improve patient safety for the Members;
  - H. To purchase excess insurance and/or reinsurance on behalf of Members and/or BETARMA; and

- I. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
2. Restrictions on Powers. Said powers shall be exercised pursuant to the terms hereof, subject to the restrictions, if applicable to BETARMA, upon the manner of exercising the powers set forth in the Local Health Care District Law (Division 23 of the Health & Safety Code).

## VI.

### MEMBERS

1. Eligibility. The benefits of participation in BETARMA shall be available, pursuant to Section 6527 of the California Government Code, to non-profit corporations which provide healthcare services that may be provided by a healthcare district; upon the following terms and conditions:
  - A. The BETA Council makes findings at a public meeting that: (1) the participation of the non-profit corporation in BETARMA will be substantially related to and in furtherance of the governmental purposes of BETARMA; and (2) the healthcare district and other local governmental entity Members in BETARMA will maintain control over the activities of BETARMA through the governance, management or ownership of BETARMA;
  - B. A reserve account or accounts has been established and maintained by the Members sufficient to operate BETARMA on an actuarially sound basis;
  - C. The aggregate payments made on behalf of the Members under this Agreement shall not exceed the amounts available to BETARMA; and
  - D. A public meeting shall be held prior to any dissolution or termination of any enterprise of BETARMA operating under this section, to consider the disposition, division or distribution of any assets acquired as a result of the joint exercise of powers under this section.
2. Participation of Members. Members may participate in one or all of the Group Self-Insurance Programs, insurance purchasing programs and/or other joint purchasing programs. Each such program shall maintain appropriate records to account for its operating results of ~~and~~ the respective Members based on contributions, claims and other related revenues and expenses.

## VII.

### MEETINGS OF THE MEMBERS

- ~~1.~~ Members' Meetings. There shall be an annual meeting of Members for the purpose of electing directors on the BETA Council and to transact any other BETARMA business. The annual election of BETA Council members may be commenced in advance of the annual meeting using a ballot pre-approved by the BETA Council which may be distributed to Members via mail, in person and/or electronically. Completed ballots may be submitted to BETARMA at or in advance of the annual meeting. The election will not be final until results are announced at the annual meeting. The annual meeting, and any additional meetings, shall be held at the call of the Chair. Twenty percent (20%) of the Members may also call a meeting of Members. Each Member may be represented at meetings by its chief executive officer, or his or her designee, only. If a designee is to represent the Member, written notice from the Member's Chief Executive Officer or Board of Directors shall be provided to BETARMA.

2.1. Minutes. The Secretary of BETARMA shall cause minutes of regular, adjourned regular and special meetings of the Members to be maintained upon approval by the BETA Council. The Secretary, with the BETA Council's approval, may delegate this task to the Administrator.

3.2. Quorum. Twenty-five percent (25%) of the Members shall constitute a quorum to transact business at any meeting of the Members. A vote of the majority of a quorum present at a meeting shall be sufficient to constitute action by the Members, except as otherwise specifically set forth in this Agreement or in the Bylaws.

4.3. Written Consent. The Members may approve certain matters by written consent in lieu of a meeting, which shall be governed by the Bylaws.

## VIII.

### **BETA COUNCIL**

1. Number. BETARMA shall be governed by the BETA Council, which is hereby established and which shall be composed of ~~not less than a minimum of~~ seven (7) ~~electd directors and a maximum of, nor more than~~ twenty-one (21) directors – each of whom represents a Member of BETARMA – plus one non-elected director who is the Chief Executive Officer of BETARMA. The BETA Council is responsible for maintaining a balanced representation from its political subdivision and non-profit ~~members whom~~ ~~members who~~ must be representatives of the Members. Directors shall be elected by the Members in accordance with the Bylaws of BETARMA. As required by California Government Code Section 6527(a)(2), a majority of the elected BETA Council members shall be from public subdivisions, including counties and healthcare districts, so that public subdivision Members maintain control over the governance of BETARMA. ~~For at least the first twenty-four (24) months following the Closing, at least twenty-five percent (25%) of the authorized BETA Council positions will be filled by representatives of Members in the Workers' Compensation Program who were participants of ALPHA Fund as of the "Effective Date" as defined in the Merger Agreement.~~

2. Term. Each elected director on the BETA Council shall serve four (4) years. The terms of office shall be staggered yearly over four years so one or more terms expire each year, and one or more new terms commence each year. A director may be re-elected and may serve successive terms. Each elected BETA Council director shall have one (1) vote.

3. Vacancies. Vacancies on the BETA Council shall be filled as provided in the Bylaws.

## IX.

### **POWERS OF THE BETA COUNCIL**

1. Review of Executive Committee. The BETA Council may review all acts of the Executive Committee and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of the entire BETA Council.

2. Budget. The BETA Council shall review, modify, if necessary, and approve the annual operating budget of BETARMA prepared by the Committee assigned this responsibility as defined in the Bylaws.

3. Financials. The BETA Council shall receive and review periodic accountings of all Funds under this Agreement.

4. Conduct of Business. The BETA Council shall have the power to conduct, on behalf of BETARMA, all business of BETARMA, including that assigned to the Executive Committee, which BETARMA may conduct under the provisions hereof and pursuant to law.

5. Contracts. The BETA Council shall have the authority to enter into contracts and to incur usual and necessary expenses for the accomplishment of its functions, to appoint and assign staff personnel, and to employ or contract for professional or consulting services to carry out and effect the –functions

of BETARMA. Based on its policies and actions, the BETA Council may delegate to management appropriate authority to carry out these functions.

6. Miscellaneous Powers. The BETA Council shall have such other powers and shall perform such other functions as provided for in this Agreement.

**X.**

**MEETINGS OF THE BETA COUNCIL**

1. Meetings. The BETA Council shall provide for its regular, adjourned regular and special meetings upon call of the Chair, Vice Chair, the Executive Committee, a majority of the directors on the BETA Council or Chief Executive Officer of BETARMA, provided, however, that it shall hold at least four (4) regular meetings annually, as set forth in the Bylaws.
2. Minutes. The Secretary of BETARMA shall cause minutes of regular, adjourned regular and special meetings to be maintained upon approval by the BETA Council. The Secretary, with the BETA Council's approval, may delegate this task to the Administrator.
3. Quorum. A majority of the elected directors of the BETA Council shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of a quorum present at a meeting shall be sufficient to constitute action by the BETA Council, except as otherwise specifically set forth in this Agreement or in the Bylaws.

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**XI.**

**EXECUTIVE COMMITTEE**

1. Number. The Executive Committee shall consist of the BETA Council Chair, BETA Council Vice Chair, BETA Council Secretary, BETA Council Treasurer-Auditor and Chairs of the Underwriting, Claims and Governance Committees. The BETA Council Chair shall be the Chair of the Executive Committee.
2. Vacancies. Vacancies on the Executive Committee shall be filled as provided in the Bylaws.

**XII.**

**POWERS OF THE EXECUTIVE COMMITTEE**

The BETA Council may delegate to the Executive Committee such powers as the BETA Council deems appropriate.

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**XIII.**

**MEETINGS OF THE EXECUTIVE COMMITTEE**

1. Meetings, Minutes, Quorum. The Bylaws shall govern the calling of meetings, recording of minutes, establishment of a quorum, and filling of vacancies, among other things.
2. Reports. The Committee shall make periodic reports to the BETA Council, advising the BETA Council of its decisions, recommendations and activities.



XIV.

**OFFICERS OF BETARMA**

1. Chair, Vice Chair, Secretary and Treasurer-Auditor. The BETA Council shall elect from the BETA Council a Chair, Vice Chair, Secretary and Treasurer-Auditor of BETARMA for terms of not less than one (1) nor more than four (4) years, as provided in the Bylaws, each to hold office until a successor is elected. In the event an officer so elected ceases to be a Member of the BETA Council, the resulting vacancy in the office shall be filled at the next regular meeting of the BETA Council held after such vacancy occurs. The Executive Committee may appoint an interim officer pending action by the BETA Council. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the BETA Council and shall chair the Executive Committee.
2. Other Officers. The BETA Council may appoint other officers as may be necessary to carry out the purposes of this Agreement.

XV.

**CONTRIBUTIONS AND OPERATIONS**

1. Contributions. The parties agree that each Member shall make payment of contributions for coverage under the applicable programs and the operations of BETARMA. The amount of such contribution for each Member shall be determined based upon the coverage and programs selected by, and underwriting factors applicable for, each Member and any rating amendments that are made a part of a Member's Coverage Contracts. It is agreed that there must be a timely and orderly method of determining and paying such contributions. The BETA Council is therefore authorized and directed to establish the base rates of contribution for all Members. Members acknowledge that the base rates established by the BETA Council for coverage under the Group Self-Insurance Programs may reflect changes in coverage, exposures, excess insurance and/or reinsurance premiums and administrative costs, as well as the past or projected experience of the Members, as a group, and the judgment of the Administrator. Such rates will not necessarily reflect the experience of an individual Member during any specific period of participation. Consequently, there can be no assurance that current or former Members will benefit equally from changes in the Group Self-Insurance Programs (including, but not limited to, changes in eligibility for credits, dividends or enlargements of coverage grants), nor that the burdens will be equally shared. The timely payment of all contributions, deductibles, penalties and/or other fees to BETARMA shall be a condition precedent to the continuation of participation by each Member in the Group Self-Insurance Programs and BETARMA and eligibility to receive various Member benefits, including but not limited to dividends. A Member has no title or interest in the Member's or other Members' contributions or any type of dividend, whether equitable or otherwise, except as expressly provided in this Agreement.
2. Annual Nature of Contributions. Participation in the Group Self-Insurance Programs, except initial participation which may be less than one year, shall be for one year at a time commencing for most members on July 1 and ending June 30 (the contract period), subject to termination at any time upon either the Group Self- Insurance Programs or Member giving proper notice as provided in the Coverage Contract accepted by a Member. Participation may be renewed for additional contract periods by submitting to BETARMA such information as the Administrator may require or may specify in an application for coverage or Coverage Contract, and by remitting to BETARMA, upon such payment schedule as BETARMA shall specify, the Member's contribution for the following year. BETARMA may elect to non-renew a Member as specified in the Coverage Contract.

3. Computation and Notice of Rates.

- A. The base rates to be used in calculating contributions for each Member for participation in the Group Self-Insurance Programs shall be determined by the BETA Council not less than sixty (60) days prior to the commencement of the coverage year and communicated to all current Members as soon as practicable thereafter.
- B. The Administrator, in consultation with the Actuary, shall determine the rates to be submitted to the BETA Council for review and approval. Rate computations may take into account factors including, but not limited to, the total number of Occupied Beds, outpatient visits, inpatient visits, physicians on the medical staff, surgeries and employees, and Member payroll, as well as reinsurance premiums, administrative costs and loss experience of the individual Member and of all Members. The Administrator and/or the BETA Council may also consider industry trends and other factors and methods commonly used by insurers in rate setting. Individual Members may pay a rate that is greater or less than the base rates established by the BETA Council if the Administrator determines that changes in loss experience or the Member's risk profile warrant a rate adjustment.

4. Loss Prevention and Risk Management. Members agree to follow the loss prevention and Risk Management recommendations of the Administrator and to abide by all conditions, requirements, rules and regulations regarding loss prevention and Risk Management which may be promulgated by the BETA Council.

5. Right to Inspect. As provided in the Coverage Contracts, each Member agrees that the BETA Council, Administrator or any of their respective agents, servants, employees or attorneys shall be permitted at any reasonable time to inspect Member's property and operations and to examine Member's books, documents and records as necessary in the proper operation of the Group Self-Insurance Programs or BETARMA.

6. Audit. The BETA Council shall obtain an annual audit of the financial affairs of the Group Self-Insurance Programs and BETARMA by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principles. Copies of the annual audit report shall be delivered to each Member. The costs to audit BETARMA, as a whole, shall be charged to each Group Self-Insurance Program, as appropriate, in management's determination.

7. Management Audits. The BETA Council shall arrange for periodic audits of each Group Self-Insurance Program by a qualified consultant. Such audit(s) may consider one or more of the following areas: underwriting, claims and/or investment management, administrative procedures and practices, claims reserving and such other activities as may be determined by the BETA Council. The BETA Council is also empowered to retain an independent actuary in connection with such audits.

8. Binding Nature. Any Governmental Entity which makes application for participation in a Group Self-Insurance Program or any other BETARMA program and is accepted as a Member and signs this Agreement shall thereupon become a party to this Agreement and shall be bound by all the terms and conditions hereof, provided, however, that any Governmental Entity may be refused admission to BETARMA or any of its programs in the sole absolute and unreviewable discretion of the Administrator and/or BETA Council.

9. Deposit of Funds. Members shall pay contributions into the Group Self-Insurance Programs and other BETARMA programs. The contributions and income therefrom shall be accumulated to pay the administrative costs of BETARMA and claims against Members together with allocated costs, up to a specified amount to be determined from time to time by the BETA Council. Members may also pay contributions for participation in group insurance purchasing and/or other programs to BETARMA, which shall be administered by the BETA Council pursuant to the provisions of those programs, this Agreement and the Bylaws. Each Group Self-Insurance Program shall receive and account for

Funds separately, but Funds may be commingled at financial institutions and with investment managers. Funds received by BETARMA shall be deposited and invested in accordance with the laws of the State of California pertaining to the investment of excess funds of healthcare districts.

10. Contributions by Members. Without in any way limiting the powers otherwise provided for in this Agreement, the Bylaws or by statute, BETARMA shall have the power and authority to receive, accept and utilize the services of personnel offered by any Member or its representatives or agents; to receive, accept and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend and disburse Funds by contract or otherwise, for purposes consistent with the provisions of this Agreement, which Funds may be provided by any Member, its agents or representatives. BETARMA shall account and disburse Funds for each Group Self-Insurance Program separately.
11. Excess Insurance and Reinsurance. BETARMA shall obtain or cause to be obtained such excess insurance and/or reinsurance as may be necessary and prudent in the judgment of the BETA Council. The expense of such excess insurance or reinsurance shall be paid from the Funds of BETARMA. If, because of financial, administrative and/or program design reasons, obtaining excess insurance and/or reinsurance with or in conjunction with other entities affiliated with BETARMA is in the best interests of BETARMA and/or its Members, then such joint marketing, presentation and/or analysis of data and purchasing of excess insurance and/or reinsurance is authorized by BETARMA. BETARMA will maintain sufficient excess insurance and reinsurance necessary for each Group Self-Insurance Program, even if this requires separate insurance coverage.
12. Determination of Reserves and Distribution of Surplus. Based upon input from the Actuary, the BETA Council shall, from time to time, adopt a policy determining how reserves will be calculated and whether and how any surplus will be distributed to Members of each Group Self-Insurance Program- (a "Reserve and Distribution Policy").

## XVI.

### **CLAIMS ADMINISTRATION, RISK MANAGEMENT SERVICES & PAYMENT OF EXPENSES OF THE GROUP SELF-INSURANCE PROGRAMS**

1. General. The principal purpose for the establishment and administration of the Group Self-Insurance Programs is to provide for the orderly presentment, examination, investigation, defense and/or settlement of certain identified claims made against the Members. It is agreed and understood that BETARMA shall use the sums contributed by all the Members in connection with each Group Self-Insurance Program to pay such claims and related expenses for all the Members and BETARMA's administrative costs.
2. Entities with Self-Insured Retentions or Captives. BETARMA may offer excess coverage and/or claims administration services and/or Risk Management consulting services to entities that maintain SIR or captive insurance programs. Such entities may elect not to retain BETARMA to provide claims administration services or may access BETARMA's claims administration services differently than described in this section. In such instances, the entire scope of claims administration services and responsibilities will be addressed in the Coverage Contract issued to the Member and/or a separate third-party claims administration agreement.
3. Presentment of Claims. The services and benefits to be provided under the Group Self-Insurance Programs shall be paid by or furnished to or for the benefit of a Member with respect to a particular incident or claim only if BETARMA is notified as required by the Coverage Contract.
  - A. Upon presentation of a claim to BETARMA under a Group Self-Insurance Program, the following accounting procedures shall be followed in connection with such claim:
    - i. The claim shall be evaluated as to probable loss exposure and defense costs based upon information known at the time of presentation.

- ii. The sum so determined shall be established as a Reserve following presentation of the claim. Such reserved sum shall be held for the administration and payment of such claim, and for no other purpose.
  - iii. The Reserves shall be adjusted from time to time based upon the most recently available information related to such claims.
  - iv. Claims for each Group Self-Insurance Program shall be maintained and administered separately.
- B. At each regularly scheduled BETA Council meeting, the Administrator shall advise the BETA Council regarding the current status of ~~major~~ claims against Members that meet the reporting criteria approved by the BETA Council.
4. Investigation and Defense. Except as provided in Article XVI Section 2 above, the Administrator will investigate, or cause to be investigated, all such claims referred to in the foregoing paragraphs and will attempt to adjust or settle such claims, in accordance with the authority delegated to the Administrator by the BETA Council and the Member involved. Each party to this Agreement hereby delegates such authority, subject only to the terms and conditions of the Group Self-Insurance Programs in which the Member participates. As required by, and subject to, the provisions of the Coverage Contracts, BETARMA, through designated defense counsel, will provide legal defense of claims against Members. The Member agrees to cooperate fully with BETARMA in such matters and to provide and make available all information and personnel as may be reasonably required in the opinion of Administrator to fully investigate and defend the claim.
  5. Payment of Claims. For claim payments in excess of the authority delegated to the Administrator, the Administrator shall pay claims as directed by the BETA Council at regularly scheduled or special meetings. It is understood that the BETA Council and Administrator shall use their discretion in making judgments and assumptions as to the actual value of any claim and setting such Reserves based on such judgments.
  6. Installment Payment of Judgments. The Administrator is authorized to seek authority for periodic payment of judgments as authorized by law.

## XVII.

### TERMINATION OR WITHDRAWAL OF A MEMBER

1. Withdrawal of a Member. A Member may terminate its participation in a Group Self-Insurance Program, or in other BETARMA programs, or from all programs of BETARMA and from BETARMA itself, by giving at least thirty (30) calendar days' written notice of withdrawal, unless otherwise provided in the Coverage Contracts, insurance policies, Certificates of Coverage or other contracts issued by or through BETARMA directly or indirectly. A withdrawing Member shall remain liable for any unpaid amounts due BETARMA including but not limited to contributions (including late payment fees) and/or claim deductible amounts which shall have accrued or will accrue under any Coverage Contract, insurance policy, Certificate of Coverage or other contracts and for any liability it may have to BETARMA itself through the effective date of termination. Upon its voluntary withdrawal or its termination as a Member in BETARMA, a former Member becomes ineligible to participate in any other BETARMA program, except that the rights of a Member after termination shall be limited to those benefits, such as the defense and indemnity of claims covered under Coverage Contracts issued by BETARMA which have accrued as of the date of termination as determined by the provisions of the Coverage Contracts or other evidence of coverage and/or insurance issued to the Member. A withdrawing or terminating Member shall have no other rights in any assets of BETARMA or any BETARMA program, whether denominated as Fund balance, equity, surplus, dividends, credits, contributions or otherwise, unless the circumstances described in Article XXIII apply to such withdrawal.

2. Involuntary Termination. A Member may be terminated by BETARMA from any BETARMA program, or from BETARMA itself, ~~for:~~
  - A. ~~Failure to comply with any term or condition of the~~ Pursuant to the non-renewal terms of any Coverage Contracts, ~~or~~ insurance policies ~~and/or Certificates of Coverage~~ issued by ~~or on behalf of~~ BETARMA; or
  - B. With or without cause, upon a two-thirds vote of the directors on the BETA Council.
3. Adjustment. Whether termination is voluntary or involuntary, a Member shall remain liable for any unpaid contributions, late payment fees and/or deductible amounts which shall have accrued prior to withdrawal or termination of its participation in a Group Self-Insurance Program, or any other BETARMA program, or BETARMA itself or deductible amounts which accrue after withdrawal or termination. Adjustment for amounts of contributions due to the Group Self-Insurance Program upon termination shall be made within thirty (30) calendar days of the time at which ~~cancellation~~ is effective.
4. No Continued Liability. Except as provided in Paragraph XVII, Sections 1 and 3, after a Member withdraws or terminates, such withdrawing party shall not be subject to assessment to maintain the solvency of any Group Self-Insurance Program or other program of BETARMA.

#### XVIII.

##### ADMINISTRATOR

1. Appointment of Administrator. The BETA Council shall appoint or employ an experienced ~~and~~ qualified Administrator to administer BETARMA, including the Group Self-Insurance Programs. Such Administrator may be a person, association, partnership, corporation, contracted or employed staff or any other form of entity.
2. Duties of Administrator. The Administrator shall have all such duties and authorities as may be delegated to it by the BETA Council. If the Administrator is not the employed staff of BETARMA, the BETA Council shall enter into a service agreement or establish policies and procedures which shall specify all of the duties and obligations of the Administrator.

#### XIX.

##### DEPOSITORIES

1. Designation of Depositories. The BETA Council shall appoint one or more institutions qualified under the laws of California to act as a depository for the Funds of BETARMA.
2. Duties. In accordance with policy guidelines established by the BETA Council, the BETA Council and its Treasurer-Auditor shall be responsible for depositing and investing all Funds of the Group Self-Insurance Programs and such other Funds of BETARMA as the BETA Council may direct. The BETA Council may appoint one or more investment managers and may delegate investment decisions to such firms, subject to BETARMA's Investment Policy. Custody of all Funds shall be maintained by one or more lawful depositories out of which expenses, claims and settlements on behalf of the Group Self-Insurance Programs may be paid as directed by the Administrator. The Treasurer-Auditor, with the BETA Council's approval, may delegate the above tasks to the Administrator.
3. Terms and Conditions. Depositories shall be paid such reasonable compensation as shall be agreed upon from time to time by BETA Council, pursuant to a written contract establishing terms and conditions under which services will be provided. Said compensation shall be an expense of each Group Self-Insurance Program and BETARMA.

XX.

**ACCOUNTS AND RECORDS**

1. Annual Budget.- The BETA Council shall annually adopt an operating budget for BETARMA.
2. Funds and Accounts. The Treasurer-Auditor of BETARMA shall establish and maintain, and shall cause each Depository to establish and maintain, such Funds and accounts as required by the BETA Council and as required by good accounting practice. Books and records of BETARMA in the hands of the Treasurer-Auditor shall be open to any inspection at all reasonable times by the BETA Council and as otherwise required by law. The Treasurer-Auditor, with the BETA Council's approval, may delegate the above tasks to the Administrator.
3. Bond. A bond in the amount determined adequate by the BETA Council may be required of any officers and personnel authorized to disburse Funds of BETARMA. Such bond shall be paid for by BETARMA.

3.

XXI.

**ACTUARY**

1. Appointment.- The BETA Council shall retain one or more an Actuariesy.
2. Duties. The Actuary shall have all duties as may be delegated to it by the BETA Council in a written contract between the Actuary and the Administrator. It is contemplated that the duties of the Actuary may include but not necessarily be limited to the following:
  - A. Recommend base rates;
  - B. Review and comment on rating practices;
  - C. Complete an annual claims Reserve review;
  - D. Provide input on new lines of coverage;
  - E. Provide input on risk retention and reinsurance; and
  - F. Provide input on market conditions, trends and financial assumptions.
3. Payment. The professional fee and reimbursement of reasonable expenses paid to the Actuary for its services shall be an expense of the Group Self-Insurance Programs, except as to any actuarial services provided for insurance programs of BETARMA. The professional fee may be based on a flat sum, an hourly rate or another method as the parties may specify. Unless otherwise specified in the contract, the professional fee shall be full payment by BETARMA for discharge of the Actuary's duties.
4. Termination.- The contract between BETARMA and the Actuary may be terminated by either party on thirty (30) days' written notice to the other party of such termination, in which event the Actuary shall be paid for all services rendered by it up until the effective date of such ~~termination, but~~ termination but shall not be paid for any work it may do thereafter except as otherwise specifically agreed. Upon termination, the Actuary shall return all books, records, files and other items pertaining to the Group Self-Insurance Programs and any other program of BETARMA, or its Members, to BETARMA or its designee promptly upon request by the BETA Council or the Administrator.

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XXII.

**LEGAL COUNSEL**

1. Appointment. The BETA Council shall appoint an attorney for BETARMA to serve as General Counsel, whose services may be made available to the Group Self-Insurance Programs upon request by the BETA Council or Administrator. The BETA Council or Administrator may retain Special Counsel as needed.
2. Payment. The professional fees of General and any Special Counsel for services rendered to BETARMA shall be based on a retainer, an hourly rate or other method as the parties may specify. The professional fees shall include all normal overhead expenses of General and Special Counsel except items such as duplication of copies, long-distance telephone calls, hotels, motels, travel or other items not incidental to normal office overhead.
3. Termination. The contract between BETARMA and General Counsel may be terminated by either party on thirty (30) days' written notice to the other party of such termination, in which event General Counsel shall be paid for all services rendered by it up until the effective date of such ~~termination, but~~ termination ~~but~~ shall not be paid for any work it may do thereafter except as otherwise specifically agreed. Upon termination, General Counsel shall return all books, records, files and other items pertaining to a Group Self-Insurance Program and any other program of BETARMA, or its Members, to BETARMA or its designee, promptly upon request by the BETA Council or the Administrator.

XXIII.

**AMENDMENT AND TERMINATION**

1. Amendment.
  - A. Members may amend this Agreement at any time by an instrument in writing approved by a majority vote of the BETA Council and executed by a majority of the Members, provided, however, that no amendment shall retroactively reduce the benefits which any Member is entitled to receive under any Coverage Contract for any coverage year in which a Member was a fully qualified Member in the Group Self-Insurance Programs, without the Member's written consent.
  - B. Upon approval as above by the BETA Council, and upon execution of any amendment by a majority of the Members, the said amendment shall immediately be effective and binding upon all Members. Any Member that has failed to sign the amendment shall have the option of withdrawing from BETARMA on the first day of the month following the month in which a majority of the Members have completed approval of the amendment or remaining in BETARMA and being bound by such amendment.
2. Termination by Agreement. Members may terminate a Group Self-Insurance Program, or any insurance program of BETARMA, or BETARMA without a successor program or entity effective as of the end of the then-current coverage year, by an instrument in writing approved by a majority vote of the BETA Council and executed by a majority of the Members, provided, however, if a Group Self-Insurance Program or any insurance program of BETARMA or BETARMA shall be so terminated, such termination shall not reduce or terminate the rights, benefits and obligations of any Member as to any claim theretofore presented.
3. Termination by Withdrawals. If, at any time, by reason of withdrawals or terminations of Members, the Actuary shall advise and the BETA Council concurs that a Group Self-Insurance Program or any insurance program of BETARMA is no longer economically feasible or actuarially sound, then such program or programs shall be terminated and dissolved by the BETA Council.

4. Disposition of Funds upon Termination. Upon termination of a Group Self-Insurance Program or any other program of BETARMA, BETARMA shall retain in a liquidation Fund such sums up to the entire amount held by BETARMA for the benefit of the Members in such program as the BETA Council deems sufficient to pay the remaining obligations of the Group Self-Insurance Program or other program. In the alternative, BETARMA may insure or reinsure all outstanding liabilities of Members in such program. Any Funds remaining after termination of the Group Self-Insurance Program or other program of BETARMA, after adequate provision for all liabilities and claims hereunder, shall be distributed to Members and former Members in the same proportion as each Member's (or former Member's) net contributions paid by that Member, reduced by the amount of losses and allocated claims expenses paid on behalf of that Member, bear to net contributions paid by all Members, reduced by the total losses and allocated claims expenses paid on behalf of all Members from the inception of the Group Self-Insurance Program or other program of BETARMA to its termination. If BETARMA insures or reinsures all outstanding liabilities of Members, any Funds remaining in excess of amounts necessary to pay the cost of such insurance or reinsurance shall be distributed to Members in accordance with this Section, not later than twelve (12) months after payment of the final insurance or reinsurance premium. If BETARMA elects to liquidate the liabilities by means of a liquidation Fund, any excess Funds shall be distributed not later than twenty-five (25) years following the date of termination of the Group Self-Insurance Program or any other program of BETARMA. The BETA Council shall determine such distribution within six (6) months after disposal of the last pending claim or loss covered by the program being terminated.
5. Termination of BETARMA. BETARMA itself may be terminated and dissolved in the same manner and subject to the same conditions as any Group Self-Insurance Program or other program may be terminated, provided that, in addition, the Treasurer-Auditor shall disburse any Funds in the treasury not held by a Depository as directed by the BETA Council. The BETA Council is vested with all powers of BETARMA for the purpose of winding up and dissolving the business affairs of BETARMA.

#### XXIV.

##### CLAIMS, LITIGATION OR JUDGMENTS AGAINST BETARMA

1. Defense of Claims. As to any claim or action against BETARMA which is based on or arises out of an occurrence involving a BETA Council Member or officer or employee of BETARMA during the course and in the scope of such duties, who is also a director, officer or employee of a Member, such claim or action against BETARMA will be defended by BETARMA to the extent authorized by law. Such claims or actions shall not be considered claims or actions against such Member solely as a result of employment by BETARMA.
2. Claims and Judgments against BETARMA. Claims and judgments against BETARMA, its agents, the BETA Council Members, officers or employees, shall be paid from, or charged to, the appropriate coverages or self-insured Funds BETARMA has established and/or purchased against such claims, judgments or losses.
3. Arbitration. All disputes concerning, arising out of or relating to this Agreement shall be submitted to binding arbitration, unless all parties to the dispute agree in writing to a different procedure than outlined in this section.
  - A. Governing Law and Waiver of Right to Jury Trial. The arbitration will be governed by the California Arbitration Act, Sections 1280, et seq. of the Code of Civil Procedure. BETARMA and each Member waive the right to court remedies, including a jury trial.
  - B. Rules of Construction. In all such arbitrations, this Agreement shall be considered a contract arrived at by mutual negotiation and consent and not a contract of adhesion and, therefore, shall not be construed liberally in favor of or strictly against any party. ~~This~~ Agreement shall be



construed without regard to any presumption or rule requiring construction against the party causing an instrument or any portion of it to be drafted, or in favor of any party.

- C. Exhaustion of Administrative Remedies. Before resorting to arbitration, any Member shall first exhaust any internal dispute resolution procedures and/or administrative remedies, including but not limited to requesting a hearing before the BETA Council.
- D. Commencing Arbitration. After exhausting all administrative remedies, BETARMA or a Member shall deliver notice to the other parties to a dispute that they intend to arbitrate the dispute (the "Dispute Notice").
- E. Selecting Arbitrators. Three Arbitrators shall hear every dispute. Within thirty (30) days of the date of delivery of a Dispute Notice, (1) BETARMA shall select an Arbitrator and deliver notice of such Arbitrator to the other parties to the dispute; and (2) if there is more than one Member involved in the dispute, those Members shall collectively select another Arbitrator and deliver notice of such Arbitrator to BETARMA. These two Arbitrators shall choose a third Arbitrator by mutual agreement (the "Neutral Arbitrator"). An "Arbitrator" must be someone who is a retired judge with at least fifteen years' of experience adjudicating claims against insurers. If any party should fail to choose an Arbitrator within thirty (30) days following the Dispute Notice, the other party may choose two Arbitrators.
- F. Hearing and Evidence. Absent mutual written agreement of the parties, each party will present its case to the Arbitrators within thirty (30) days following the date of appointment of the Neutral Arbitrator. The Neutral Arbitrator shall be the judge of the relevance and admissibility of the evidence offered and is not required to follow the strict rules of evidence.
- G. Decision. The decision of a majority of the Arbitrators shall be final, binding on all parties and not subject to any rights of appeal. Judgment upon the final decision of the Arbitrators may be entered in any court of competent jurisdiction.
- H. Remedies. The Arbitrators shall be limited to the remedies that could be awarded by the Superior Court of the State of California.
- I. Expenses. Except as the Arbitrators may otherwise decide, each party shall bear the expense of its own Arbitrator and shall jointly and equally bear with the other the expense of the Neutral Arbitrator and other costs associated with the arbitration. In the event that the two Arbitrators are chosen by one party, as provided above, the expense of the Arbitrators, the Neutral Arbitrator and the arbitration shall be equally divided between the two parties. The Arbitrators shall equitably allocate payment of the costs and attorneys' fees of the parties in light of the Arbitrators' evaluation of the relative merits or lack thereof of the respective claims of the parties.
- J. Location. Any arbitration proceedings shall take place in Walnut Creek, California, or a mutually agreed upon location in California.

#### XXV.

#### MISCELLANEOUS

1. Entire Agreement and Binding Nature. This Agreement contains the entire agreement of the parties and supersedes all discussions, negotiations or promises made prior to the execution of this Agreement. This Agreement shall be binding upon and inure to the benefit of the original parties hereto and any substitute or additional parties who are bound hereby in accordance with the provisions hereof, their successors and assigns.

2. Notices. Any notices required by law, or this Agreement shall be sufficient if given in writing and deposited in the United States mail, postage prepaid, addressed to the Member at the last address on file with BETARMA and/or sent electronically to the last email address on file with BETARMA. Notices to be given to BETARMA shall be directed to such physical and/or electronic addresses as BETARMA shall designate for such purpose.
3. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
4. Successors. This Agreement shall be binding upon and shall inure to the benefit of successors of the parties.
5. Counterparts. This Agreement may be executed in one or more counterparts and shall be deemed effective as to all signatories as though signed in one document.
6. Inspection of Records. BETARMA shall make all of its documents, books and records related to the operations and administration of the Group Self-Insurance Programs available to Members and the public as required by law.

[Signatures appear on the following page.]

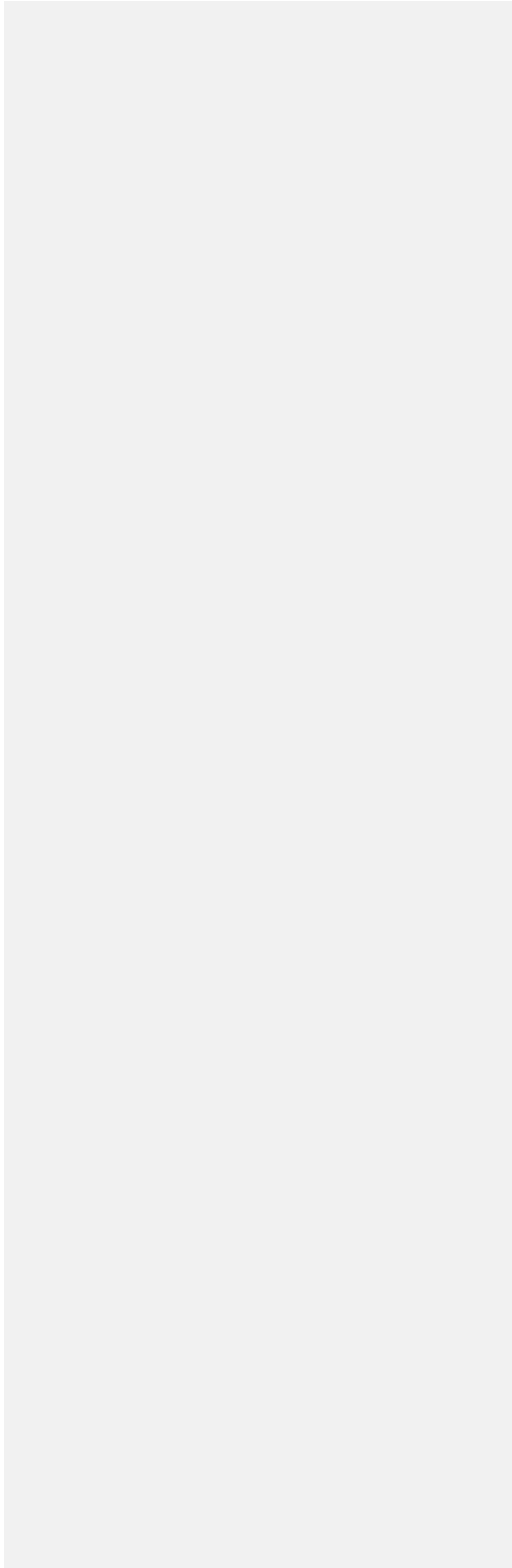
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunto duly authorized as of \_\_\_\_\_, 2023-.

\_\_\_\_\_  
Name of Healthcare Entity/Named Member

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_





RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
TEHACHAPI VALLEY HEALTHCARE DISTRICT  
REGARDING DISTRICT'S CHECKING AND SAVINGS ACCOUNTS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TEHACHAPI VALLEY  
HEALTHCARE DISTRICT as follows:

WHEREAS, the Board of Directors of Tehachapi Valley Healthcare District has adopted policies that include provisions regarding opening and closing checking and savings accounts; and

WHEREAS, the Board desires to open new banking accounts with Valley Strong and close all accounts with Bank of Sierra

NOW, THEREFORE, BE IT RESOLVED that:

1. Per Board Investment Policy 4.00, section 4-3.06, the CEO is authorized to do the following:

(a) Close the following accounts with Bank of Sierra:

- Payroll Account 8577
- General Checking 8569
- IGT Grants 6217
- Property Tax Fund 5470

(b) Open three accounts at Valley Strong Credit Union and transfer funds from the Bank of Sierra Accounts:

- One general checking account
- One payroll checking account
- One savings account

PASSED, APPROVED AND ADOPTED on June 27, 2023.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



**TVHD CEO REPORT**  
**June 27, 2023**

**District Finance Update May 2023**

- The month of May net income was negative at \$25,780.81 with total cash in at \$11960.71. We are currently exceeding YTD budget with revenue at \$1.2M
- Draft budget for FY 2024 will be presented at July Board meeting.

**District Administration Update**

- Survey regarding community resource center will be ready to launch in July.
- Sent Adventist a letter regarding PT building in May but have not received a response regarding returning the property to the District.
- Signed letter of intent to participate in the Kern County Multi-Jurisdictional Hazard Mitigation Planning, which involves evaluating hazards more comprehensively through coordination with the county and region. The Kern County Office of Emergency Services is the lead.
- Cosponsoring and coordinating National Night Out with the Police Foundation on August 1, 2023.
- We volunteered as servers on June 15 for the Rotary Tea Party fundraiser.
- We are participating in the Make a Wish campaign. Stars are in the office for \$1 or \$5. I would like the District to match personal donations from the office.
- The next Houchin Blood Drive is July 26, 2023 at the Tehachapi Vineyard Church. Lisa will be volunteering.
- The Little Library is up and running. If you have children's books you would like to donate, Please provide to us. Thanks Lisa...good job on revamping the little house and decorating. There is a suggestion box as well.