

Kaweah Delta Health Care District Board Of Directors Committee Meeting

Health is our Passion. Excellence is our Focus. Compassion is our Promise.

MEETING NOTICE

The Human Resource Board Committee of the Kaweah Delta Health Care District will meet in the Executive Office Conference Room {305 W Acequia Avenue, Visalia, CA} on Wednesday, December 10, 2025:

- 4:00PM Open meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the Board Clerk (559) 624-2330. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.

All Kaweah Delta Health Care District regular board meeting and committee meeting notices and agendas are posted 72 hours prior to meetings (special meetings are posted 24 hours prior to meetings) in the Kaweah Health Medical Center, Mineral King Wing near the Mineral King entrance.

The disclosable public records related to agendas can be obtained by contacting the Board Clerk at Kaweah Health Medical Center – Acequia Wing, Executive Offices (Administration Department/Executive Offices) {1st floor}, 400 West Mineral King Avenue, Visalia, CA via phone 559-624-2330 or email: kedavis@kaweahhealth.org, or on the Kaweah Delta Health Care District web page <http://www.kaweahhealth.org>.

KAWEAH DELTA HEALTH CARE DISTRICT

David Francis, Secretary/Treasurer



Kelsie Davis

Board Clerk / Executive Assistant to CEO

DISTRIBUTION:

Governing Board, Legal Counsel, Executive Team, Chief of Staff, www.kaweahhealth.org

Kaweah Delta Health Care District

Board of Directors Committee Meeting

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KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS HUMAN RESOURCES COMMITTEE

Wednesday, December 10, 2025

Kaweah Health Medical Center

305 W. Acequia Avenue, Executive Office Conference Room (1st Floor)

ATTENDING: Directors: Lynn Havard Mirviss (chair) & Armando Murrieta; Gary Herbst, CEO; Dianne Cox, Chief Human Resources Officer; Brittany Taylor, Director of Human Resources; Raleen Larez, Director of Employee Relations; Hannah Mitchell, Director of Organizational Development; Jaime Morales, Director of Talent Acquisition; JC Palermo, Director of Physician Recruitment; Dr. Paul Stefanacci, Chief Medical Officer/Chief Quality Officer; Kelsie Davis, Recording

OPEN MEETING – 4:00 PM

CALL TO ORDER – Lynn Havard Mirviss

PUBLIC PARTICIPATION – Members of the public may comment on agenda items before action is taken and after it is discussed by the Board. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the jurisdiction of the Board are requested to identify themselves at this time.

1. **MINUTES**- Review of August 13, 2025, meeting minutes.
2. **MEDICAL STAFF RECRUITMENT**– Overview and discussion of the monthly physician recruitment report.
3. **HUMAN RESOURCES PENSION PLAN AMENDMENT** – Overview and discussion.
4. **401 RESOLUTION**- Overview and discussion.
5. **KAWEAH CARE STEERING COMMITTEE**- Presentation and Engagement Update.
6. **HUMAN RESOURCES POLICIES** – Review of the proposed Human Resources policies (Recruitment, Leave Administration, Discipline, Code of Conduct, etc.) as reviewed and recommended to be presented to the Board for approval.

ADJOURN – Lynn Havard Mirviss, Committee Chair

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Mike Olmos • Zone 1
President

Lynn Havard Mirviss • Zone 2
Vice President

Dean Levitan, MD • Zone 3
Board Member

David Francis • Zone 4
Secretary/Treasurer

Armando Murrieta • Zone 5
Board Member

Kaweah Delta Health Care District

Board of Directors Committee Meeting

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arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.

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Armando Murrieta • Zone 5
Board Member

MINUTES-



KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS HUMAN RESOURCES COMMITTEE MINUTES

Wednesday, August 13, 2025
Kaweah Health Medical Center
305 Acequia Avenue, Executive Office Conference Room

PRESENT: Directors: Lynn Havard Mirviss (chair) and Armando Murrieta; Gary Herbst, CEO; Ryan Gates, Chief Ambulatory Officer; Raleen Larez, Director of Employee Relations; Hannah Mitchell, Director of Organizational Development; JC Palermo, Director of Physician Recruitment; Paul Stefanacci, M.D., Chief Medical & Quality Officer; Kelsie Davis, recording

CALLED TO ORDER – at 4:00pm by Director Havard Mirviss

PUBLIC PARTICIPATION –None.

MINUTES- Reviewed from June 11, 2025.

MEDICAL STAFF RECRUITMENT – JC gave an updated overview and discussion of the monthly physician recruitment report. The report is attached hereto the minutes.

STAFFING REPORT – Jaime presented all new leaders that have joined the Kaweah family. We have hired 37 new directors and/or managers. We filled 12 directors in the last year and 8 are external, 4 are internal promotions. We hired 25 managers, 10 are external and 15 are internal promotions. Overall, we are down to 360 open positions.

KAWEAH CARE EMPLOYEE AND PHYSICIAN ENGAGEMENT – Hannah reviewed the employee portion of the presentation and Dr. Stefanacci reviewed the physician portion of the slides, which is attached hereto the minutes.

HUMAN RESOURCES POLICIES – Brittany and Raleen reviewed the Human Resources policies as revised and recommended to be presented to the Board for approval. Attached hereto the minutes.

ADJOURN – at 5:03pm by Director Havard Mirviss

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HUMAN RESOURCES PENSION PLAN AMENDMENT

MEMORANDUM

TO: Kaweah Delta Health Care District
Board of Directors

FROM: Human Resources

RE: Plan Amendment
Kaweah Delta Health Care District Employees' Retirement Plan

DATE: December 2025

The purpose of this Memorandum is to familiarize the Board of Directors with the plan amendment for 2025.

Amendment Overview**SECTION 8.1 (b): Termination.**

If a Participant commences their benefit after age 65, the Participant's benefit will increase in accordance with the Actuarial Equivalent of this Plan until such time the benefit commences.

This has been the administrative practice that has been in place since the commencement of the plan. This provision will be added to the plan effective 1/1/2026. The amendment needs to be signed by **12/31/2025**.

Suggested Action and Next Steps

Approve amending the plan document to align with the administrative practice that has been in place since the start of the plan.

KAWEAH DELTA HEALTH CARE DISTRICT

EMPLOYEES' RETIREMENT PLAN

**Amended and Restated
Effective January 1, 2026 unless otherwise
stated**

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**KAWEAH DELTA HEALTH CARE DISTRICT
EMPLOYEES' RETIREMENT PLAN**

THIS PLAN is executed by Kaweah Delta Health Care District, a California local health care district and political subdivision of the State of California, with its principal office and place of business at 400 West Mineral King Avenue, Visalia, hereinafter referred to as "Employer".

WITNESSETH

WHEREAS, the Employer established the Kaweah Delta Health Care District Employees' Retirement Plan, formerly known as the Kaweah Delta Hospital District Employees' Retirement Plan, (the "Plan") effective as of July 1, 1984;

WHEREAS, the Plan was most recently amended and restated effective July 1, 2013, and amended on several occasions thereafter;

WHEREAS, the Plan is a "governmental plan" under Section 414(d) of the Internal Revenue Code of 1986 (the "Code"), as amended, and under Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), because it is established and maintained by a political subdivision of a State; and

WHEREAS, the Employer intends that the Plan and trust established hereunder be qualified under Code Section 401 (a) as it is applicable to "governmental plans" as provided under the last sentence of Code Section 401(a) and that it satisfies ERISA as it is applicable to "governmental plans" as provided under ERISA Section 4(b)(1);

WHEREAS, the Employer has frozen all accruals under the Plan as of June 30, 2011; and

WHEREAS, the Trust Agreement between the Trustee and the Employer shall be set forth in a separate document;

WHEREAS, the form of this Plan has been approved by the Employer;

NOW, THEREFORE:

ARTICLE I

NAME OF PLAN

1.1 Name of Plan. The Plan shall be known as the Kaweah Delta Health Care District Employees' Retirement Plan.

1.2 Effective Date of Plan. The original effective date of the Plan was July 1, 1984. The Plan is hereby amended and restated effective July 1, 2013 unless another effective date is stated herein. The benefit payable to or on behalf of a Participant included under the Plan in accordance with the following provisions shall not be affected by the terms of any amendment to the Plan adopted after such Participant's service terminates, unless the amendment expressly provides otherwise.

ARTICLE II

DEFINITIONS

Whenever used herein, unless the context clearly indicates otherwise, the masculine gender shall be deemed to include the feminine gender, the singular may include the plural, and the following words and phrases shall have the following meanings:

2.1 Accrued Benefit shall mean that portion of a Participant's retirement benefit to which he or she or they would be entitled at normal retirement date or at any point in time by reason of his or her or their service credited under this Plan for benefit accrual purposes. A Participant's Accrued Benefit is computed without reference to whether or not it is nonforfeitable. All benefit accruals under the Plan ceased as of June 30, 2011, and all Plan Participant benefits were frozen as of June 30, 2011.

2.2 Actuarial Equivalent shall mean a sum or payment at a given point in time which, when computed on the basis of the applicable actuarial assumptions, has the same or equivalent value as another sum or payment at any other point in time. The actuarial assumptions to be used are the 1971 Group Annuity Mortality Tables and an interest rate of eight (8) percent per annum, compounded annually. In determining Actuarial Equivalencies, the male, mortality rates shall be applied to all Participants and the female mortality rates shall be applied to all joint annuitants.

For purposes of determining the lump sum present value of a Participant's vested Accrued Benefit for purposes of Section 8.4, the value shall be determined as of the date of the distribution using the following interest rate assumptions:

(a) For Plan Years beginning before July 1, 2002, the lesser of the rate specified in the first paragraph hereof, or the rate, in effect at the beginning of the Plan Year, which would be used by the Pension Benefit Guaranty Corporation for valuing a lump sum distribution on plan termination.

(b) For Plan Years beginning on or after July 1, 2002, the interest rate specified in the first paragraph hereof.

2.3 Adjustment Date shall mean the last day of each Plan Year.

2.4 Applicable Mortality Table shall mean, effective for limitation years beginning on or after July 1, 2000 for purposes of the limitations of Plan Section 4.2, the mortality table prescribed by the Secretary of the Treasury, utilizing the prevailing National Association of Insurance Commissioners standard table (as described in Code Section 807(d)(5)(A)) used to determine reserves for group annuity contracts issued on the date as of which the present value is being determined (without regard to any other subparagraph of Code Section 807(d)(5)); the "applicable mortality table" used is the gender neutral 1983 Group Annuity Mortality Table set forth in Revenue Ruling 96-5. Notwithstanding any other Plan provision to the contrary, effective for distributions with annuity starting dates on or after January 1, 2003, "applicable mortality table" shall refer to the mortality table prescribed in Rev. Ruling 2001-62.

2.5 Board shall mean the Employer's Board of Directors.

2.6 Code shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.7 Committee shall mean the Retirement Plan Committee provided for in Article XII.

2.8 Computation Period shall mean the period designated for purposes of determining an Employee's Years of Service and Breaks in Service for benefit accrual, eligibility, and vesting as follows:

(a) **Accrual Computation Period** shall mean the Plan Year.

(b) **Eligibility Computation Period** shall mean the six (6) consecutive month period beginning on the date on which the Employee first completes an Hour of Service with the Employer, or any six (6) consecutive month period thereafter. In the case of a former Employee, a new Eligibility Computation Period shall begin on the date on which the Employee first completes an Hour of Service following his or her or their resumption of service for the Employer.

(c) **Vesting Computation Period** shall mean the Plan Year.

2.9 Employee shall mean, effective July 1, 1994, any person in the service of the Employer. Employee shall not mean an independent contractor. If a person whom the Employer has classified as an independent contractor is subsequently reclassified as, or determined to be, an employee by the Internal Revenue Service, any other governmental agency or authority or a court, or if the Employer is required to reclassify such an individual as an employee as a result of such reclassification or determination (including any reclassification by, the Employer in settlement of any claim or action relating to such individual's employment status), such individual will not become eligible to become a Participant in this Plan by reason of such reclassification or determination.

2.10 Employer shall mean Kaweah Delta Health Care District, a political subdivision of the State of California.

2.11 Enrollment Date shall mean the first day of the pay period following the date the Employee has completed six (6) months of employment with the Employer.

2.12 ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

2.13 Fiscal Year shall mean the Employer's fiscal year for federal income tax purposes.

2.14 High Three Year Average Compensation shall mean the average of the thirty-six (36) consecutive monthly earning rates during the Employee's employment with the Employer that produce the highest average rate. Monthly earnings shall mean regular monthly pay, including merit lump sum payments, but excluding bonus, overtime, or other lump sum payments. For purposes of this Section, it shall be assumed that the High Three Year Average Compensation shall be the period (as described herein) which immediately precedes termination of employment unless the Employee can demonstrate that a different consecutive three-year (36- month) period applies. Effective July 1, 2013, in no event, however, shall monthly earnings when determined on an annual basis include an amount in excess of \$255,000, as adjusted for cost-of-living increases by the Secretary of the Treasury.

Notwithstanding any provision to the contrary, effective for Plan Years beginning on or after July 1, 1996:

(a) in no event shall the monthly earnings of a "noneligible participant," when determined on an annual basis, include an amount in excess of \$255,000, as adjusted by the Secretary of the Treasury for increases in the cost of living. A "noneligible participant" is an Employee who becomes a Participant in the Plan on or after July 1, 1996; and

(b) in no event shall the monthly earnings of an "eligible participant," when determined on an annual basis, include an amount in excess of the greater of:

(1) the amount of monthly earnings determined on an annual basis permitted to be taken into account under the Plan as in effect on July 1, 1993; or

(2) the limit applicable to a "noneligible participant" for the Plan Year under subparagraph (a) above.

For purposes of this paragraph (b), an "eligible participant" is an Employee who becomes a Participant in the Plan prior to July 1, 1996.

Notwithstanding any provision herein that might be interpreted to the contrary, monthly earnings shall include any compensation that is deferred by or on behalf of an Employee under a deferred compensation plan or agreement maintained by or with the Employer. Such deferred compensation shall be considered to be monthly earnings at the time of its deferral. Notwithstanding the foregoing, any deferred compensation shall be included in compensation if, and only if, the Employee qualifies to receive the deferred compensation under the applicable deferred compensation plan or agreement.

For purposes of determining a Participant's benefit for a Plan Year beginning on or after July 1, 2002, the Compensation for any prior determination period is subject to the applicable annual Compensation limit in effect for that prior period.

Effective for Plan Years beginning on or after July 1, 2011, a Participant's High Three Year Average Compensation shall be no greater than the amount determined as of June 30, 2011.

2.15 Hour of Service shall mean:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer during the applicable computation period.

(b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence,

(1) No more than 501 Hours of Service are required to be credited under this paragraph to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single Computation Period);

(2) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with

applicable worker's compensation, unemployment compensation, or disability insurance laws; and

(3) Hours of service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee.

For purposes of this paragraph, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

(c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c).

(d) Each hour with which an Employee would normally be credited (or eight hours per normal working day if the Plan is unable to determine the Employee's hours) during the Employee's absence from work and the absence is because of the Employee's pregnancy, the birth of the Employee's child, the placement of a child with the Employee in connection with the Employee's adoption of the child, or for purposes of caring for such child for a period beginning immediately after the child's birth or placement. An Employee shall be credited with his or her or their Hours of Service determined under this paragraph (d) only for the purpose of determining whether the Employee has incurred a One-Year Break in Service and the number of Hours of Service credited to an Employee in connection with such pregnancy or placement shall not exceed 501. Hours of Service credited under this paragraph (d) shall be credited in the Computation Period in which the Employee's absence begins or in the next following Computation Period if the hours credited under this paragraph are not needed to prevent the Employee from incurring a One-Year Break in Service in the earlier Computation Period. The Committee may establish reasonable requirements for information to be furnished by the Employee to show that his or her or their absence is for a reason referred

to under this paragraph and the number of days of such absence. The Employee shall be credited with his or her or their hours under this paragraph only if he or she or they provides the required information on a timely basis.

(e) Other than as specifically required under this Section, the determination of Hours of Service for reasons other than the performance of duties, and the crediting of Hours of Service to Computation Periods, shall be made in accordance with Department of Labor Regulations 2530.200b-2(b) and (c).

2.16 Joint and Survivor Annuity shall mean an annuity for the life of the Participant with a survivor annuity for the life of his or her or their designated Beneficiary that is fifty percent (50%) or one hundred percent (100%), as elected by the Participant, of the amount of the annuity payable during the joint lives of the Participant and his or her or their designated Beneficiary. The Joint and Survivor Annuity shall be the Actuarial Equivalent of the Single-Life Annuity.

2.17 One-Year Break in Service shall mean the applicable Computation Period during which an Employee is not credited with more than 500 Hours of Service.

2.18 Participant shall mean an Employee who satisfies the eligibility requirements of this Plan and commences participation in the Plan.

2.19 Plan shall mean the Kaweah Delta Health Care District Employees' Retirement Plan and all subsequent amendments thereto.

2.20 Plan Year shall mean the twelve-month period which ends on the last day of June and shall be the year on which the records of the Plan are kept. In applying the limitations of Code Section 415, the Plan Year shall be the Limitation Year.

2.21 Qualified Joint and Survivor Annuity shall mean the 50% or 100% Joint and Survivor Annuity described in Section 2.16 with the Participant's Spouse as joint annuitant. The Qualified Joint and Survivor Annuity shall be the Actuarial Equivalent of the Single-Life Annuity.

2.22 Salary Deferral Plan Annuity Benefit shall mean the Single-Life Annuity which would be paid to the Participant as an Actuarial Equivalent to the portion of the Participant's account balance under the Kaweah Delta Health Care District Employees' Salary Deferral Plan at his or her or their date of retirement that equals the contribution made by the

Participant of six (6%) of his or her or their compensation for each year from July 1, 1984, until the Participant retires from the employment of the Employer to such Salary Deferral Plan.

2.23 Single-Life Annuity shall mean an annuity under which payments are made to the retiring Participant for the life of a Participant and cease upon the death of the Participant. A Single-Life Annuity shall be the normal form of settlement under this Plan.

2.24 Spouse shall mean the lawful husband or wife of the Participant.

2.25 Surviving Spouse shall mean the Participant's Spouse surviving at the date of the Participant's death or a former Spouse of the Participant if a domestic-relations order, as defined under Code Section 414(p), requires that such former Spouse be treated as a Surviving Spouse for purposes of determining survivor benefits upon the Participant's death.

2.26 Total Disability shall mean a disability for which the Participant has submitted evidence to the Committee that he or she or they is eligible for, and shall receive, disability benefits under the Federal Social Security Act.

2.27 Trust Fund or Fund shall mean all contributions received by the Trustee for purposes of the Plan, the investment thereof and the earnings and appreciation thereon, less payments made to carry out the Plan. The Trust Agreement entered into by the Employer with the Smith Barney Corporate Trust Company, shall govern the operation of the Trust Fund.

2.28 Trustee shall mean the Smith Barney Corporate Trust Company, or any successor Trustee or Trustees hereunder.

2.29 Year of Service shall mean:

(a) For purposes of determining an Employee's Years of Service for eligibility for early retirement under Section 4.1(b), Year of Service shall mean the completion of 1,000 or more Hours of Service during an Accrual Computation Period.

(b) For purposes of determining an Employee's nonforfeitable interest in his or her or their Accrued Benefit, Year of Service shall mean the completion of 1,000 or more Hours of Service during the Employee's Vesting Computation Period.

(c) In no event shall Years of Service include service prior to July 1,

1994 of any employee paid on a per diem basis and any part-time hourly employee who was excluded as an “Employee” under the terms of the Plan as in effect prior to July 1, 1994.

2.30 Year of Credited Service shall mean 1,720 Hours of Service during any Plan Year during which the Employee is actively participating in the Plan. The determination of Years of Credited Service shall be subject to the following provisions:

(a) In the case of any Employee that has a quoted monthly salary, but in no event including any Employee who is paid on a per diem basis or who is a part-time hourly Employee:

(1) a fractional year of Credited Service shall be credited if such Employee is credited with at least 1,000 Hours of Service are credited in a Plan Year.

(2) For a Plan Year commencing on or after July 1, 1990, in which a Participant has less than 1,000 Hours of Service as a Participant and

- a. First becomes a Participant, or
- b. Qualifies for renewed eligibility as a Participant under Section 3.2, or
- c. Has a termination of employment, reaches retirement date, or dies,

such Participant will receive a fractional Year of Credited Service if his or her or their Hours of Service in such Plan Year are equal to or greater than the product of 1,000 Hours of Service times the ratio of the number of completed months of active participation in such Plan Year divided by twelve. The fractional year of Credited Service thus granted shall be equal to the number of his or her or their completed Hours of Service in such Plan Year divided by 1,720, subject to a maximum of one Year of Credited Service.

(b) In the case of any Employee who is paid on a per diem basis or who is a part-time hourly Employee:

(1) For a Plan Year commencing on or after July 1, 1994, in which a Participant has less than 1,720 Hours of Service as a Participant and

- a. First becomes a Participant, or
- b. Qualifies for renewed eligibility as a Participant under Section 3.2, or
- c. Has a termination of employment, reaches retirement date, or dies,

such Participant will receive a fractional Year of Credited Service if his or her or their Hours of Service in such Plan Year are equal to or greater than the product of 1,720 Hours of Service times the ratio of the number of completed months of active participation in such Plan Year divided by twelve. The fractional year of Credited Service thus granted shall be equal to the number of his or her or their completed Hours of Service in such Plan Year divided by 1,720, subject to a maximum of one Year of Credited Service.

(c) Credit for more than one Year of Service shall not be allowed for service rendered in any Plan Year.

(d) Year of Credited Service shall include all full-time years of employment credited under the California Public Employees Retirement System ("P.E.R.S.") Retirement Plan or any reciprocal retirement system to this Plan and Trust prior to July 1, 1984 provided that the Employee has rolled over his or her or their distribution as of June 30, 1984 directly from the P.E.R.S. Retirement Plan or any reciprocal retirement system. If the Employee (i) left his or her or their benefit with P.E.R.S. or any reciprocal retirement system or (ii) withdrew his or her or their contribution from P.E.R.S. or any reciprocal retirement system and did not roll over the distribution to this Plan and Trust, the crediting of Years of Credited Service shall commence after June 30, 1984.

In no case may a Participant roll over his or her or their distribution of June 30, 1984 from the P.E.R.S. Retirement Plan or any reciprocal retirement system to this Plan and Trust after June 30, 1988.

(e) A Participant shall have a one-time opportunity to elect to convert all but 40 hours of his or her or they accrued but unused sick leave hours as of June 30, 2011, to Hours of Service for purposes of determining if he or she or they has earned a Year of Credited Service for the Plan Year ending June 30, 2011. Such election shall be irrevocable and subject to the procedure and timing requirements as set forth by the Committee.

(f) Years of Credited Service which correspond to the Years of Service which are disregarded under the provisions of Section 7.2 shall also be disregarded. Years of Credited Service shall also be disregarded as provided under Sections 4.6, 8.4, and 8.9.

(g) No Participant shall earn any Years of Credited Service after June 30, 2011.

ARTICLE III

ELIGIBLE EMPLOYEES

3.1 Requirements. Each employee who was a member of P.E.R.S. on June 30, 1984 will be eligible to participate immediately. Subject to Section 3.3, all other employees will be eligible to participate on the enrollment date following the Employee's Eligibility Computation Period. Effective January 1, 2003, no Employee shall be eligible to become a Participant in the Plan.

3.2 Participation on Re-Employment. A former Participant shall be required to again complete the eligibility requirements of this Article in order to participate in this Plan. A former Participant who is rehired on or after January 1, 2003 shall not be eligible to participate in this Plan.

3.3 Ineligible Employees. Notwithstanding the provisions of Section 3.1, an Employee shall not participate in this Plan if (1) the Employee is a member of a collective bargaining unit for which retirement benefits have been the subject of good faith bargaining between employee representatives and the Employer, unless the bargaining agreement specifically requires participation in this Plan; (2) the Employee's most recent date of hire was on or after January 1, 2003; or (3) the Employee's most recent date of hire was on or before December 31, 2002 but the Employee elected to participate in the Kaweah Delta Health Care District Employees' Salary Deferral Plan's special matching contribution component instead of this Plan. In addition, a leased employee as described at Code Section 414(n) shall not be eligible to participate in the Plan.

3.4 Inactive Participants. In the event a Participant transfers to an ineligible class of Employees, such Employee's participation in this Plan for purposes of benefit accrual shall cease as of such date. Any Participant who elected to participate in the Kaweah Delta Health Care District Employees' Salary Deferral Plan's special matching contribution component instead of this Plan may never again participate in this Plan.

3.5 Qualified Military Service. Notwithstanding any provision of the Plan to the contrary, benefits and service credits with respect to "qualified military service" will be provided in accordance with Code Section 414(u) to the extent that an Employee's

reemployment rights are protected under the Uniformed Services Employment and Reemployment Rights Act of 1994. “Qualified military service” means any service in the uniformed services (as defined in chapter 43 of Title 38, United States Code) where the Participant’s right to reemployment is protected by law.

ARTICLE IV

RETIREMENT BENEFITS

4.1 Retirement Age and Benefit.

(a) **Normal Retirement.** The normal retirement date is the Participant’s sixty-fifth (65th) birthday. Upon retirement at the normal retirement date, a Participant shall be entitled to receive a monthly Single-Life Annuity equal to two percent (2%) of the Employee’s High Three Year Average Compensation, multiplied by the Employee’s Years of Credited Service.

(b) **Early Retirement.** Those Participants who were members of P.E.R.S. on June 30, 1984 may elect early retirement to be effective on any date prior to his or her or their normal retirement date, provided that such Participants have attained age fifty (50) and have completed at least five (5) Years of Service. All future Participants may elect earlier retirement to be effective on any date prior to his or her or their normal retirement date, provided that such Participants have attained age fifty-five (55) and have completed at least ten (10) Years of Service. Benefits upon electing early retirement are as follows:

Age 50	1.20% times Years of Service
Age 51	1.26% times Years of Service
Age 52	1.32% times Years of Service
Age 53	1.38% times Years of Service

Age 54	1.44% times Years of Service
Age 55	1.50% times Years of Service
Age 56	1.56% times Years of Service
Age 57	1.62% times Years of Service
Age 58	1.68% times Years of Service
Age 59	1.76% times Years of Service
Age 60	1.80% times Years of Service
Age 61	1.84% times Years of Service
Age 62	1.88% times Years of Service
Age 63	1.92% times Years of Service
Age 64	1.96% times Years of Service
Age 65	2.00% times Years of Service

(c) **Minimum Benefit Guarantee.** So long as the benefit formula described in the Plan is in effect, any Employee who was a Participant in P.E.R.S. on June 30, 1984, elects to have transferred all, or the portion referred to in subparagraph (1) below of his or her or their account under the Kaweah Delta Health Care District Employees' Salary Deferral Plan to "purchase" the Salary Deferral Plan Annuity Benefit, and satisfies the following conditions shall be guaranteed a minimum monthly pension at retirement age from the combined benefits of this Plan and the Salary Deferral Plan Annuity Benefit:

(1) The Participant contributed six (6%) percent of his or her or their compensation to the Kaweah Delta Health Care District Employees' Salary Deferral Plan for each year from July 1, 1984 until the Participant retires from the employment of the Employer.

(2) The Participant transferred the full amount of his or her or their contribution (with interest) as of June 30, 1984 directly from P.E.R.S. to

this Plan and did not subsequently withdraw any portion of such transferred amount or interest thereon.

The minimum guaranteed monthly pension is the following percent multiplied by the Participant's High Three Year Average Compensation times the Participant's Years of Credited Service:

Age at Retirement	Percent Per Year of Credited Service
50.00	1.092%
50.25	1.108%
50.50	1.124%
50.75	1.140%
51.00	1.156%
51.25	1.173%
51.50	1.190%
51.75	1.207%
52.00	1.224%
52.25	1.242%
52.50	1.260%
52.75	1.278%
53.00	1.296%
53.25	1.316%
53.50	1.336%
53.75	1.356%
54.00	1.376%
54.25	1.397%
54.50	1.418%

Age at Retirement	Percent Per Year of Credited Service
54.75	1.439%
55.00	1.460%
55.25	1.483%
55.50	1.506%
55.75	1.529%
56.00	1.552%
56.25	1.577%
56.50	1.601%
56.75	1.626%
57.00	1.650%
57.25	1.677%
57.50	1.704%
57.75	1.731%
58.00	1.758%
58.25	1.787%
58.50	1.816%
58.75	1.845%
59.00	1.874%
59.25	1.906%
59.50	1.937%
59.75	1.969%
60.00	2.000%
60.25	2.034%

Age at Retirement	Percent Per Year of Credited Service
60.50	2.067%
60.75	2.101%
61.00	2.134%
61.25	2.170%
61.50	2.203%
61.75	2.238%
62.00	2.272%
62.25	2.309%
62.50	2.345%
62.75	2.382%
63.00 and above	2.418%

(d) **Postponed Retirement.** A Participant may continue in the employ of the Employer beyond his or her or their normal retirement date. The Participant will accrue the greater of:

(1) the Accrued Benefit as of his or her or their normal retirement date, increased in accordance with the Actuarial Equivalent of this Plan or

(2) the Accrued Benefit as of his or her or their postponed retirement date.

(e) **Plan Is Frozen as of June 30, 2011.** The Employer has frozen all future accruals under the Plan as of June 30, 2011. All benefit calculations as described in this Section 4.1 and elsewhere in the Plan shall only consider accruals, Years of Service, Years of Credited Service, and Compensation earned and accrued through June 30, 2011. In the event that all or any part of the amendment freezing accruals and benefits under the Plan is held to be unenforceable, then a Participant's required future accruals under this Plan, if any, will be offset/reduced by the Actuarial Equivalent of any

Employer funded retirement benefits that are accrued by such Participant under any other retirement plan, including, but not limited to, the Kaweah Delta Health Care District Employees' Salary Deferral Plan, on and after July 2011, as determined by the Committee.

4.2 Limitation on Benefits.

(a) For each Limitation Year, the Plan shall satisfy the maximum limitations requirements of Code Section 415 in accordance with Treas. Reg. 1.415-1 et seq., using its default provisions, unless otherwise provided herein. The Code and regulations are incorporated herein by reference.

(b) For each Plan Year, a Participant's Accrued Benefit shall not exceed \$205,000 (as adjusted pursuant to Code Section 415(d), Treas. Reg. 1.415(d)-1(a), and 1.415(b)-1).

(c) The Limitation Year shall be the Plan Year.

(d) In the event that these limitations would otherwise be violated, benefits under this Plan shall be restricted to the maximum extent permitted under the Code prior to restricting employer-provided benefits or contributions under any other plan maintained by the Employer or any related Employer.

(e) For purposes of this Section, the term "Employer" is modified by the provisions of Code Section 415(h), pursuant to which the required subsidiary ownership is reduced from "at least 80 percent" to "more than 50 percent."

(f) Effective for Plan Years beginning on January 1, 2004, and January 1, 2005, the interest rate used to determine actuarial equivalency of non-annuity benefits for purposes of Code Section 415 shall not be less than the greater of 5.5 percent or the rate specified in the Actuarial Equivalent definition in Article I. Effective for Plan Years beginning on January 1, 2006, and January 1, 2007, the interest rate used to determine actuarial equivalency of non-annuity benefits for purposes of Code Section 415 shall not be less than the greater of (i) 5.5 percent or (ii) the rate that provides for a benefit of not more than 105 percent of the benefit that would have been provided if the applicable interest rate (as defined in Code Section 417(e)(3)) were the interest rate assumption.

(g) The Committee shall have broad authority to coordinate with the Plan Administrator of other plans maintained by the Related Employers in relation to the limits imposed by this Section, and to implement reductions of allocations and reallocations necessary to maintain all of such plans in accordance with the requirements of applicable law.

(h) Severance from employment for purposes of this Section shall mean an Employee has ceased to be an employee of the Employer. The Committee shall determine if a severance from employment has occurred in accordance with Treas. Reg. 1.401(k)-1(d)(2).

4.3 Reserved.

4.4 Controlled Groups. In applying the limits of Code Section 415, each Employer which is a Participant of a controlled group of corporations (as determined under Code Section 414(b) as modified by Code Section 415(h)), each employer which is a trade or business (whether or not incorporated) under common control (as determined under Code Section 414(c) as modified by Code Section 415(h)) and each employer which is a member of an affiliated service group (as determined under Code Section 414(m)) shall be treated as a single employer.

4.5 Cost of Living Increases in Benefits. Participants shall be eligible for the Cost-of-Living Adjustment as provided in this Section.

(a) Base Benefit.

A Participant's Base Benefit means his or her Accrued Benefit as of his or her severance from service, excluding the effect of any Cost-of-Living Adjustments, but including the effect of adjustments due to election of an early retirement date, postponed retirement date, or a form of benefit other than the normal form as provided in Section 8.2.

(b) Benefits Eligible for Cost-of-Living Adjustments.

If the Plan has not been terminated, Cost-of-Living Adjustments shall be made as of each July 1 following:

(1) the early, normal or postponed retirement date of an active Participant or a former active Participant, or

(2) the death of an active or former active Participant whose Spouse or Beneficiary is eligible for a survivor benefit in accordance with Article VI.

The monthly amount of retirement benefit payable to the Participant (or, if applicable, to his or her Spouse or Beneficiary) will be adjusted in accordance with the Cost-of-Living Adjustments described in this Section.

Any portion of a Participant's Accrued Benefit received in the form of an immediate distribution shall not be subject to Cost-of-Living Adjustments.

In the event that a Participant should again become an Employee after having commenced to receive his or her retirement pension, Cost-of-Living adjustments shall be ceased for any period of reemployment during which the Participant is not eligible to continue to receive his or her pension.

(c) Determination of Cost-of-Living Adjustments.

A Participant's base benefit will be adjusted in accordance with the provisions below, and the resultant benefit amount will be referred to herein as the Adjusted Benefit.

(1) As of the first adjustment, the Participant's Adjusted Benefit shall be equal to:

- a. the Base Benefit, plus
- b. such amount multiplied by the cost of living change factor.

As of each subsequent adjustment, the Participant's Adjusted Benefit shall be equal to:

- a. the Adjusted Benefit as calculated on the previous July 1, plus

- b. such amount multiplied by the cost-of-living change factor.

(2) The cost-of-living change factor shall be based on the Consumer Price Index (U.S. City Average for All Items for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area), published monthly by the Bureau of Labor Statistics. The cost-of-living change factor for each Plan Year will be determined by dividing the Consumer Price Index for the March preceding the beginning of the Plan Year by the Consumer Price Index for the March prior to the immediately preceding Plan Year, or if later, the fourth month preceding the commencement of the Participant's or survivor's benefit, as appropriate. The cost-of-living change factor shall be calculated to the nearest one-tenth of one percent, subject to a maximum increase of 2% within a calendar year.

The Cost-of-Living Adjustment shall be subject to the maximum pension provision in Section 4.2.

Notwithstanding the preceding provisions, a Participant's Adjusted Benefit shall not be less than his or her Base Benefit.

(d) **Revision of Consumer Price Index.** Should the Consumer Price Index be revised by the Bureau of Labor Statistics, the determination of the cost-of-living change factor shall be adjusted by the Plan Administrator so as to give effect to such revisions in an equitable manner.

4.6 Termination Benefit. Upon termination of employment from the Employer, any Participant who rolled over his or her contributions from the P.E.R.S. Plan into this Plan may withdraw those contributions plus interest. Withdrawal of those contributions will forfeit for benefit purposes and for vesting purposes any Years of Credited Service for years of employment prior to July 1, 1984.

ARTICLE V

DISABILITY BENEFITS

5.1 Disabled Participants. If a Participant terminates service with the Employer by reason of a Total Disability, the disabled Participant's benefits shall be determined

as a termination benefit under Article VII and benefits, if any, shall be payable pursuant to Articles VI or VIII.

ARTICLE VI

SURVIVOR BENEFITS

6.1 Death of Participant. The provisions of this Section shall be subject to Section 8.5.

(a) **Actively Employed or Disabled Participants.** If a Participant's service with the Employer is terminated by reason of the Participant's death, the Participant shall have a nonforfeitable interest in his or her Accrued Benefit determined as of the date of the Participant's death, the value of which shall be payable as provided in this subparagraph (a). If a Participant's service with the Employer is terminated by reason of his or her Total Disability, and such disabled Participant dies prior to commencement of benefits, the value his or her vested Accrued Benefit, if any, shall be paid as herein provided in this subparagraph (a).

The death benefit payable on behalf of a Participant described above shall be the Actuarial Equivalent of the Participant's vested Accrued Benefit. The death benefit shall be paid to the Surviving Spouse of the former Participant. In the case of a former Participant who has no Surviving Spouse at the time of his or her death, or a married Participant who elects a Beneficiary or Beneficiaries other than his or her Spouse and the Spouse consents, the death benefit shall be paid to the person or persons that the former Participant has designated, in the manner prescribed by the Committee, as his or her Beneficiary.

The Surviving Spouse, or other designated Beneficiary or Beneficiaries may, with the Committee's consent, elect to receive the Actuarial Equivalent of the death benefit in a cash lump sum or in any annuity form permitted by the Plan.

(b) **Former Participants with Deferred Vested Accrued Benefits.** The following death benefit shall be paid in the event a former Participant with deferred vested benefits dies prior to commencement of benefits. The death benefit shall be paid to the Surviving Spouse of the former Participant. In the case of a former Participant

who has no Surviving Spouse at the time of his or her death, or a married Participant who elects a Beneficiary or Beneficiaries other than his or her Spouse and the Spouse consents, the death benefit shall be paid to the person or persons that the former Participant has designated, in the manner prescribed by the Committee, as his or her Beneficiary.

The Surviving Spouse or other designated Beneficiary of a former Participant shall be entitled to a survivor annuity for his or her life determined as follows:

(1) In the case of a former Participant who dies after his or her “earliest retirement age,” it shall be assumed that the Participant retired and elected a 50% Joint and Survivor Annuity on the day before his death. The death benefit of a former Participant described in this clause (1) shall commence as soon as practicable after the Participant’s death.

(2) In the case of a former Participant who dies on or before his or her “earliest retirement age,” it shall be assumed that the Participant:

(A) separated from service on the earlier of (i) the date of his actual separation from service or (ii) the date of his death,

(B) survived to his “earliest retirement age,”

(C) retired on his or her “earliest retirement age” and elected a 50% Joint and Survivor Annuity, and

(D) died on the day after the “earliest retirement age.”

The death benefit of a former Participant described in this clause (2) shall commence as of the earliest date on which the Participant could have retired under the Plan had he or she or they survived. If such date is other than the “earliest retirement age” described below, the death benefit shall be actuarially adjusted. Notwithstanding any provision in this paragraph, the Committee, may, in its discretion, distribute or commence distribution of the death benefit as soon as practicable after the Participant’s death.

For purposes of clause (1) and clause (2), “earliest retirement age” means the earlier of (i) the date on which the Participant has both attained age 55 and completed ten (10) Years of Service, or (ii) the Participant’s normal retirement date.

The Surviving Spouse or other Beneficiary, with the Committee’s consent, may elect to receive the Actuarial Equivalent of the survivor annuity benefit determined above in a lump sum or in any annuity form permitted by the Plan.

(c) **Immediate Distribution of Small Payment.** The Committee may, in its discretion, require immediate distribution of the entire value of a benefit.

6.2 Failure to Designate a Beneficiary. In the event any portion of the amount payable by reason of the death of a Participant is not disposed of because of the Participant’s failure to designate a Beneficiary, or because the designated Beneficiaries or the Surviving Spouse fail to survive the Participant, then the amount not disposed of shall be paid in the following sequence:

- (a) The Participant’s descendants, per stirpes; or if none,
- (b) The Participant’s parents or parent; or if none,
- (c) The Participant’s brothers and sisters, in equal shares; or if none,
- (d) The Participant’s estate.

ARTICLE VII

NONFORFEITABLE BENEFITS

7.1 Nonforfeitable Accrued Benefit. If a Participant terminates employment for any reason other than retirement or death, his or her accrued benefit shall vest and become nonforfeitable as follows:

Years of Service

Zero through four years	0%
Five or more years	100%

For those Participants who rolled over his or her distribution as of June 30, 1984 directly from the P.E.R.S. Retirement Plan to this Plan and Trust or left their benefit in the Public Employees Retirement System, all years of total service shall be taken into account.

For all other Participants, the computation of Years of Service for purposes of determining the nonforfeitable interest in the Accrued Benefit shall start with the date of their first Hour or Service on or after July 1, 1984.

Any Participant who dies on or after January 1, 2007, while performing qualified military service, as defined in Code Section 414(u) shall be 100% vested in his Accrued Benefit regardless of his Years of Service.

7.2 Years of Service. The following rules shall be applied in determining the number of a Participant's Years of Service using the Vesting Computation Period to credit service and breaks in service. All of an Employee's Years of Service with the Employer shall be counted except the following service shall be disregarded:

(a) Years of Service prior to a One-Year Break in Service until the Employee completes a Year of Service following his or her return to the service of the Employer.

(b) Years of Service completed prior to any period of consecutive One-Year Break in Service if, at the time of the earlier separation, the Employee did not have any nonforfeitable interest under the Plan to an Accrued Benefit derived from Employer contributions and the number of the Employee's consecutive One-Year Breaks in Service equals or exceeds the greater of five (5) or the aggregate number of his or her Years of Service prior to such Break. In applying the rules of this paragraph, if any Years of Service are disregarded by reason of any earlier One-Year Break in Service, such Years of Service shall not be aggregated when determining whether Years of Service are to be disregarded by reason of a subsequent Break in Service.

7.3 Forfeitures. Forfeitures under the Plan shall be used to reduce the Employer's contribution in succeeding Plan Years.

ARTICLE VIII

PAYMENT OF BENEFITS

8.1 Time of First Payment.

(a) **Retirement or Disability.** Upon retirement, distribution of a Participant's benefit shall commence as soon as is reasonably practicable, but in no event shall distribution commence later than sixty (60) days following the end of the Plan Year during which such Participant retired.

Upon termination of a Participant's service with the Employer by reason of a Total Disability, distribution of a Participant's benefit shall commence as of the first day of any month following both the Total Disability and attainment of his or her early retirement date (pursuant to Section 4.1(b)) provided the Participant consents in writing to the distribution. In no event shall distribution commence later than sixty (60) days following the earlier of (i) the end of the Plan Year during which such Participant consents to a distribution pursuant to the preceding sentence, or (ii) the end of the Plan Year in which the Participant attains normal retirement age.

(b) **Termination.** In the event a Participant terminates employment with the Employer for a reason other than retirement, death, or Total Disability, distribution of the Participant's benefit shall commence at the Participant's normal retirement age. In the case of a Participant who satisfies the service requirement but not the age requirement for early retirement under this Plan, such Participant may require that payment of his or her or their benefit commence at any time after he or she or they satisfies the age requirement. If a Participant commences their benefit after age 65, the Participant's benefit will increase in accordance with the Actuarial Equivalent of this Plan until such time the benefit commences.

8.2 Form of Benefit Payment.

(a) **Unmarried Participant.** The vested Accrued Benefit of a Participant who is not married as of the date on which payment of his or her or their benefit commences shall be provided in the form of a Single Life Annuity. If authorized by the Committee, the Participant may elect waive the Single Life Annuity and to receive his or her or their benefit in any optional form described in this Article.

(b) **Married Participant.** The vested Accrued Benefit of a Participant who is married as of the date on which payment of his or her or their benefit commences shall be provided in the form of a Qualified Joint and Survivor Annuity. A 50% Qualified Joint and Survivor Annuity shall apply unless the married Participant elects a 100% Qualified Joint and Survivor Annuity in lieu of thereof. Election of the 100% Qualified Joint and Survivor Annuity shall not require the consent of the Participant's Spouse. The Participant may elect to waive the Qualified Joint and Survivor Annuity and receive his or her or their benefit in any optional form described in this Article if such election is made in accordance with rules established by the Committee and the requirements of this paragraph as follows:

A Participant's election to receive his or her or their benefit payment in a form other than a Joint and Survivor Annuity shall not be effective unless the Participant's Spouse consents in writing to the election, the Spouse's consent acknowledges the effect of the election, and is witnessed by a Plan representative or a notary public. A Spouse's consent to a Participant's election is not required if it is established to the satisfaction of a Plan representative that there is no Spouse, or the Spouse cannot be located, or for such other circumstances as the Secretary of the Treasury may prescribe. A Spouse's consent or the establishment that a Spouse's consent is not required is effective only with respect to that Spouse. Such consent must name both a designated Beneficiary and a specific form of any benefits paid under the Plan (including remaining benefits that a designated Beneficiary may receive). A separate consent must be executed with respect to any change in Beneficiary.

8.3 Optional Forms of Benefit. A Participant may elect to waive the normal form of payment applicable to him or her under Section 8.2 and to receive his or her or their benefit in any one of the following optional forms:

- (a) effective July 1, 2002, a Joint and Survivor Annuity; or
- (b) any annuity form made available by the Committee.

Any optional form provided hereunder shall be the Actuarial Equivalent of the Single Life Annuity. An optional form of annuity shall not be permitted unless the annuity meets the distribution requirements of Section 8.5.

8.4 Immediate Distribution of Small Benefits. In the case of a Participant who separates from the Employer's service and whose benefit payment has not yet commenced, if the present value of the Participant's nonforfeitable Accrued Benefit is not greater than \$1,000, the Committee, in its discretion, may require that the present value of the benefit be immediately distributed. If payment of the Participant's benefit has commenced or the present value of the nonforfeitable benefit exceeds \$1,000, the Committee may require an immediate distribution of the present value of the benefit only if the Participant and the Participant's Spouse consent to such distribution.

In the event a Participant receives a distribution under this Section, the Participant's Years of Service credited for benefit accrual in connection with the distribution shall thereafter be disregarded. If, however, the Participant's distribution under this Section is less than his or her or their entire Accrued Benefit and the Participant thereafter resumes service covered under the Plan, the Participant shall have the right to repay his or her or their distribution if the repayment is made within the five (5) year period beginning with the Participant's resumption of service covered under the Plan. The amount repaid must be the amount of the earlier distribution together with interest thereon at the rate of five percent (5%) per annum, or such other amount determined by the Secretary of the Treasury, from the date of the distribution to the date of repayment. If the Participant repays the earlier distribution as required by this Section, the Participant's Years of Service formerly disregarded for benefit accrual shall be reinstated and the Participant's Accrued Benefit shall be determined as though the Participant had not received the earlier distribution. Nevertheless, in no event shall payments be made that shall cause a duplication of benefits under this Plan. This paragraph's provision for repayment of prior distribution is inapplicable to Employees whose most recent date of hire is on or after January 1, 2003. Notwithstanding any other language in this Plan document, an Employee whose most recent date of hire is on or after January 1, 2003 may not repay an earlier distribution to the Plan and may not participate in the Plan.

8.5 Required Distributions. See Appendix A.

8.6 Lost Participant or Beneficiary. In the event a benefit is payable to a Participant or Beneficiary but the payee cannot be located, then at the close of the Plan Year commencing after the date on which the payee cannot be located, the benefit payable to the

person shall be forfeited. The benefit forfeited under this Section shall nevertheless be reinstated if the Participant, or Beneficiary if applicable, makes a claim for the forfeited benefit.

8.7 Distributions to Minors and Incompetents. Distributions to minors or incompetents may be made either (a) directly to said persons, (b) to the legal guardians of said person, or (c) to the parent of said minor.

8.8 Domestic Relations Orders. Payments may be made pursuant to a domestic relations order as defined under Code Section 414(p)(1)(A)(1) to an alternate payee. Such domestic relations order must comply with the law of the State of California to be enforced under the Plan.

8.9 Withdrawal of June 30, 1984 P.E.R.S. Retirement Plan Account Balance. A Participant may withdraw the amount of his or her or their June 30, 1984 P.E.R.S. Retirement Plan account balance, in which case the Minimum Benefit Guarantee of Section 4.1(c) shall no longer be effective. In addition, the Participant's Years of Credited Service and Years of Service for purposes of determining his or her or their nonforfeitable interest in the Accrued Benefit shall be reduced as provided in Sections 2.30 and 7.2, respectively. In the event that the Participant makes such a withdrawal, the entire amount representing his or her P.E.R.S. Retirement Plan Account Balance, including interest, must be withdrawn; partial withdrawals are not permitted.

8.10 Option For Increased Annuity. Any Participant who participates under the Kaweah Delta Health Care District Employees' Salary Deferral Plan has the right under that plan upon termination of employment to transfer the value of his or her or their account balance to this Plan in order to provide an increased annuity under this Plan. The increase in any annuity provided hereunder shall be the Actuarial Equivalent of such account balance and shall be paid pursuant to the provisions of this Article VIII.

Notwithstanding the above, effective July 1, 1994, this Plan shall not accept any direct or indirect transfers of amounts due a participant under the Kaweah Delta Health Care District Employees' Salary Deferral Plan.

8.11 Direct Transfer of Eligible Rollover Distributions. This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to

the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover.

(a) **Definitions.**

(1) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any portion that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any distribution that is not includible in gross income; and any other distribution(s) that is reasonably expected to total less than \$200 during a year.

Effective for distributions made after December 31, 2001, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. A hardship distribution shall not qualify as an Eligible Rollover Distribution.

(2) **Eligible Retirement Plan.** An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a Roth IRA described in Code Section 408A, a qualified trust described in Code Section 401(a), an annuity plan described in Code Section 403(a), an annuity contract described in Code

Section 403(b), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p). An eligible retirement plan for purposes of a non-spouse Beneficiary shall be an inherited individual retirement account or annuity, which shall be subject to the restrictions of Code Section 408(d)(3)(C).

(3) **Distributee.** A Distributee includes an Employee or former Employee, and effective January 1, 2009, the Participant's Beneficiary. In addition, the Surviving Spouse of the Employee or former Employee and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined by Code Section 414(p), are Distributees with regard to the interest of the Spouse or former Spouse. A Distributee shall also include the Employee's Beneficiary who is not the Employee's surviving Spouse.

(4) **Direct Rollover.** A direct rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE IX CONTRIBUTIONS

9.1 Employer Contributions. The Employer from time to time shall pay to the Trustee such amount as is actuarially determined to be necessary to fund the benefits required in accordance with this Plan.

9.2 Employee Contributions. Contributions by an Employee under this Plan are neither required nor permitted.

ARTICLE X
PROVISION AGAINST ANTICIPATION.

10.1 Provision Against Anticipation. Until distribution pursuant to the terms hereof, no Participant shall have the right or power to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits, proceeds, or avails set aside for him or her under the terms of this Plan, and no such benefits, proceeds, or avails shall be subject to seizure by any creditor of the Participant under any writ or proceedings at law or in equity, provided, that the terms of this Section shall not prohibit the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant if such creation, assignment, or recognition of a right is made under a domestic relations order as defined under Code Section 414(p)(1)(A)(i).

ARTICLE XI
MERGERS AND CONSOLIDATIONS

11.1 Mergers and Consolidations. In the case of any merger or consolidation with any other plan or a transfer of assets or liabilities to any other plan, each Participant shall be entitled to be credited with a benefit immediately after such merger, consolidation, or transfer, which is equal to the benefit to which he or she or they would have been entitled immediately before such merger or consolidation, if the Plan had then terminated.

ARTICLE XII
ADMINISTRATIVE COMMITTEE - NAMED FIDUCIARY
AND ADMINISTRATOR

12.1 Appointment by Board. The Board shall appoint a Retirement Plan Committee (hereinafter referred to as the Committee). The number of members comprising the Committee shall be determined by the Board and may be changed by the Board at any time. The Committee members shall serve for such terms as the Board may designate or until a successor has been appointed or until removal by the Board. Any person (including directors, officers and employees of the Employer) may serve on the Committee. The Board shall advise the Trustee in writing of the names of the members of the Committee and any changes thereafter made in the membership of the Committee. Vacancies due to resignation, death, removal or other causes

shall be filled by the Board. Members shall serve without bond, except as may otherwise be required by law. All reasonable expenses of the Committee shall be paid by the Employer.

12.2 Committee Action. The Committee shall appoint a secretary who shall keep minutes of the Committee's proceedings and all data, records and documents pertaining to the Committee's administration of the Plan. The Committee shall act by a majority vote of its members in office at that time, such vote to be taken at a meeting, or in writing without a meeting. The Committee may by such majority action authorize its secretary or any one or more of its members to execute any document or documents on behalf of the Committee, in which event the Committee shall notify the Trustee in writing of such action and the name or names of those so designated. The Trustee thereafter shall accept and rely conclusively upon any direction or document executed by such secretary, member or members as representing action by the Committee until the Committee shall file with the Trustee a written revocation of such designation. A member of the Committee who is also a Participant hereunder shall not vote or act upon any matter relating solely to such member.

12.3 Rights and Duties. The Committee shall be the Plan Administrator and named fiduciary of the Plan. The Committee, on behalf of the Participants and their Beneficiaries shall have the authority to control and manage the operation and administration of the Plan and shall have all powers necessary to accomplish those purposes. The responsibility and authority of the Committee shall include, but shall not be limited to, the following:

- (a) Determining all questions relating to the eligibility of Employees to participate;
- (b) Computing and certifying to the Trustee the amount and kind of benefits payable to Participants, Spouses and/or their Beneficiaries;
- (c) Authorizing all disbursements by the Trustee from the Trust;
- (d) Maintaining all necessary records for the administration of the Plan other than those which the Trustee has specifically agreed to maintain;
- (e) Interpreting the provisions of the Plan and publishing such rules for the regulation of the Plan as are deemed necessary and not inconsistent with the terms hereof;

(f) Establishing reasonable procedures to determine the status of domestic relations orders and to administer distributions under such orders;

(g) Directing the Trustee to make distributions from the Trust Fund to Participants, former Participants, and Beneficiaries of the Trust in accordance with the provisions of the Plan and the Trust Agreement. The Trustee shall withhold from such distributions any amount required to be withheld pursuant to Code Section 3405 unless the recipient of such distributions has made an appropriate election under Code Section 3405(a)(2) or 3405(b)(3).

12.4 Investments. The Committee shall be the named fiduciary with respect to control and management of assets of the Plan, and may appoint, in writing, an investment manager or managers to manage and control all of the investments of the Plan, or may delegate the responsibility for making investment decisions to the Trustee, in which case the Trustee, to the extent permitted by governing law, shall be the fiduciary of the Plan. No such appointment shall be effective until the investment manager has acknowledged in writing that he or she or they is a fiduciary of the Plan and that he or she or they has complied with any applicable bonding requirements.

12.5 Information - Reporting and Disclosure. To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee on all matters relating to the compensation of all Participants, their continuous regular employment, their retirement, death or the cause for termination of employment, and such other pertinent facts as the Committee may require, and the Committee shall furnish the Trustee such information as may be pertinent to the Trustee's administration of the Plan. The Committee as Plan Administrator shall have the responsibility of complying with any applicable reporting and disclosure requirements of state or federal law.

12.6 Independent Qualified Accountant and Enrolled Actuary. Unless the Plan is exempt from the requirement by applicable law or regulation, the Committee shall engage on behalf of all Plan Participants an independent qualified public accountant who shall conduct such examinations of the financial statements of the Plan and of other books and records of the Plan as the accountant may deem necessary to enable the accountant to form an opinion as to whether the financial statements and schedules required to be included in any reports required by law are presented fairly in conformity with generally accepted accounting principles applied on a

basis consistent with that of any preceding year. Unless the Plan is exempt from the requirement by applicable law or regulation, the Committee shall engage on behalf of all Plan Participants an enrolled actuary who shall be responsible for the preparation of materials comprising required actuarial statements, reports and valuations.

12.7 Standard of Care. As provided in California Government Code Section 53216.6, the assets of the Plan and Trust shall be held for the exclusive purposes of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the system. The Committee shall discharge its duties with respect to the Plan:

- (a) Solely in the interest of and for the exclusive purpose of providing benefits to Participants and their Beneficiaries, minimizing Employer contributions thereto, and defraying reasonable expenses of administering the Plan;
- (b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and
- (c) Shall diversify the investments of the Trust so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.

12.8 Allocation and Delegation of Responsibility. The Committee may by written rule allocate fiduciary responsibilities among Committee members and may delegate to persons other than Committee members the authority to carry out fiduciary responsibilities under the Plan, provided that no such responsibility shall be allocated or delegated to the Trustee without its written consent. As used in this part, the term “fiduciary responsibility” shall not include any responsibility provided in the Trust Agreement to manage or control the assets of the Plan.

The Committee in making the above allocation of fiduciary responsibilities may provide that a person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

The Committee or, so long as the Committee shall have made written approval, persons to whom fiduciary responsibilities have been delegated by the Committee, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

In the event a fiduciary responsibility is allocated to a Committee member, no other Committee member shall be liable for any such act or omission of the person to whom the responsibility is allocated except as may be otherwise required by law. If a fiduciary responsibility is delegated to a person other than a Committee member, the Committee shall not be responsible or liable for an act or omission of such persons in carrying out such responsibility except as may otherwise be required by law.

12.9 Bonding. Each fiduciary of the Plan and every person handling Plan funds shall be bonded unless exempt from such requirement under ERISA. It shall be the obligation of the Committee to assure compliance with applicable bonding requirements.

12.10 Claims Procedure.

(a) **Benefit Application.** All applications for Plan benefits shall be sent to the Employer on forms prescribed by the Committee, signed by the Participant, or, if for a death benefit, by the Participant's Beneficiary. Such application shall be acted on within a reasonable time after receipt. If any application is denied in whole or in part, the Committee, within a reasonable time after receipt of the application (based upon the Committee's customary procedures in processing such claims), shall notify the applicant, advise him or her of the right to review, and set forth, in a manner calculated to be understood by the applicant, specific reasons for such denial, specific references to the Plan provisions on which the denial is based, a description of any additional information or material necessary for him or her to perfect his or her or their application, an explanation of why such material is necessary, and an explanation of the Plan's review procedure.

(b) **Benefit Denials.** In the case of any person whose application for benefits is denied in whole or in part, said person or said person's duly authorized representative may appeal such denial to the Committee for a full and fair review thereof by sending to the Committee a written request for review within ninety (90) days after

receiving notice of denial. The Committee shall give the applicant an opportunity to review pertinent documents in preparing the applicant's request for review. The request shall set forth all grounds on which it is based, supporting facts and other matters which the applicant deems pertinent. The Committee may require the applicant to submit such additional facts, documents, or other material as it deems necessary or advisable in making its review and shall act upon such request within a reasonable time after the receipt thereof unless special circumstances require further time. If the Committee confirms the denial in whole or in part, the Committee shall notify the applicant, setting forth in a manner calculated to be understood by the applicant, specific reasons for denial and specific references to Plan provisions on which the decision was based.

12.11 Funding Policy. The Committee shall be responsible for establishing and carrying out a funding policy for the Plan. In establishing such a policy, the short-term and long-term liquidity needs of the Plan shall be determined to the extent possible by considering among other factors the anticipated retirement date of Participants, turnover, and contributions to be made by the Employer. The funding policy and method so established shall be communicated to the Trustee if the Trustee has been properly appointed by the Committee as the Investment Manager for a part or all of the Fund.

12.12 Indemnification. The Employer does hereby indemnify and hold harmless each Committee member from any loss, claim or suit arising out of the performance of obligations imposed hereunder and not arising from said Committee member's willful neglect, misconduct, or gross negligence.

ARTICLE XIII

APPOINTMENT OF INVESTMENT MANAGER

13.1 Committee Has Authority. The Committee shall, in its discretion, have the authority to appoint one or more investment managers and contract with each for management of any part of the Fund in accordance with the Trust Agreement. Selection and retention of an investment manager shall be in the Committee's discretion. Each investment manager shall have the power to manage, acquire and dispose of that part of the Fund designated by the Committee.

ARTICLE XIV
AMENDMENT AND TERMINATION OF PLAN

14.1 Right to Amend and Terminate. The Employer intends that the Plan be a continuing and permanent program for Participants, but reserves the right to terminate the Plan at any time. The Employer may, by action of its Board, modify, alter, or amend this Plan in whole or in part, provided, however, that any amendment which may affect the Accrued Benefit of a Participant shall be made in accordance with the laws of the State of California.

14.2 Exclusive Benefit of Participants. At no time during the existence of this Plan, or at its termination, may it be used for or directed to purposes other than for the exclusive benefit of Participants or their Beneficiaries.

14.3 Termination.

(a) This Plan shall terminate upon the occurrence of any of the following:

- (1) Resolution of termination by the Employer;
- (2) The bankruptcy or receivership of the Employer; or
- (3) The dissolution or merger of the Employer unless a successor to the business agrees to continue the Plan and Trust by executing an appropriate agreement, in which event such successor shall succeed to all the rights, powers and duties of the Employer.

(b) Notwithstanding any provision hereof to the contrary, upon termination or partial termination of the Plan, the Accrued Benefits of all affected Participants accrued to the date of such termination or partial termination shall fully vest and become nonforfeitable.

ARTICLE XV
NO REVERSION OF ASSETS

15.1 Nondiversion. Other than as provided by this Article, no assets or income of the Trust Fund shall revert to the Employer.

15.2 Mistake of Fact. In the event a contribution is made by reason of a mistake of fact, the amount that would not have been contributed had the mistake not occurred may be returned to the Employer.

15.3 Termination. If the Plan is terminated and if all liabilities of the Plan to Participants and Beneficiaries have been satisfied, any assets remaining in the Plan may revert to the Employer.

ARTICLE XVI OTHER PARTIES TO PLAN

16.1 Subsidiaries. Any party related to the Employer may become a party to the Plan by a written agreement to this effect between the Employer and such party. Any such party to the Plan shall be subject to the following special provisions of this Article except as otherwise specifically provided in the agreement making the other a party to the Plan.

16.2 Contributions. With respect to any fiscal year of the Plan during which one or more employers are parties to the Plan, the Employer and such other employers which are parties to the Plan shall each make a contribution to the Trust for such fiscal year of the Plan with respect to its own Employees.

16.3 Committee. The Committee which administers the Plan as applied to the Employer shall also be the Committee as applied to each other party of the Plan.

16.4 Separate Accounting. With respect to any fiscal year of the Plan during which one or more employers are parties to the Plan, separate accounts shall be maintained for each party to this Plan. Nonetheless, assets of the Plan shall be available for the payment of benefits to any Employee of any party to the Plan.

ARTICLE XVII PLAN CONSTRUCTION

This Plan shall be construed in accordance with ERISA, the Code and any regulations thereunder as they apply to governmental plans and in accordance with the laws of California.

**ARTICLE
XVIII
RIGHT TO DISCHARGE
EMPLOYEES**

18.1 Right to Discharge Employees. Neither the establishment of the Plan hereby created, nor any modification thereof, nor the payment of any benefit, shall be construed as giving any Participant, or any other person whomsoever, any legal or equitable right against the Employer or the Trustee, unless the same shall be specifically provided for in this Plan, or conferred by affirmative action of the Trustee or the Employer, in accordance with the terms and provisions of this Plan, or as giving any employee or Participant the right to be retained in the service of the Employer, and all employees shall remain subject to discharge by the Employer to the same extent as if this Plan had never been adopted.

IN WITNESS WHEREOF, the parties hereto have caused this Kaweah Delta Health Care District Employees' Retirement Plan, amended and restated effective July 1, 2013, to be executed this _____ day of _____, 20____.

EMPLOYER:

**KAWEAH DELTA HEALTH CARE
DISTRICT**

By: _____

Title: _____

APPENDIX A

MINIMUM REQUIRED DISTRIBUTIONS

Section 1. General Rules

- 1.1. Effective Date. Unless an earlier effective date is specified elsewhere in the Plan, the provisions of this Appendix A will apply for purposes of determining for calendar years beginning with the 2003 calendar year.
- 1.2. Coordination with Minimum Distribution Requirements Previously in Effect. If the Plan specifies an effective date of this Appendix that is earlier than calendar years beginning with the 2003 calendar year, required minimum distributions for 2002 under this Appendix will be determined as follows. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Appendix equals or exceeds the required minimum distributions determined under this Appendix, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Appendix is less than the amount determined under this Appendix, then required minimum distributions for 2002 on and after such date will be determined so that the total amount of required minimum distributions for 2002 made to the distributee will be the amount determined under this Appendix.
- 1.3. Precedence. The requirements of this Appendix will take precedence over any inconsistent provisions of the Plan.
- 1.4. Requirements of Treasury Regulations Incorporated. All distributions required under this Appendix will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).
- 1.5. TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Appendix, other than Section 1.4, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

Section 2. Time and Manner of Distribution.

- 2.1. Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- 2.2. Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (a) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, then, except as provided in the Plan, distributions to the Surviving

Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

- (b) If the Participant's Surviving Spouse is not the Participant's sole designated Beneficiary, then, except as provided in the adoption agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (c) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (d) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this Section 2.2, other than Section 2.2(a), will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 2.2 and Section 5, distributions are considered to begin on the Participant's required beginning date (or, if Section 2.2(d) applies, the date distributions are required to begin to the Surviving Spouse under Section 2.2(a)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under Section 2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

- 2.3. Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 3, 4 and 5 of this Appendix. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Code Section 414(k) will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and the Treasury regulations that apply to individual accounts.

Section 3. Determination of Amount to be Distributed Each Year.

- 3.1. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity must satisfy the following requirements:
- (a) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

- (b) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 4 or 5;
- (c) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (d) payments will either be nonincreasing or increase only as follows:
 - (1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 4 dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);
 - (3) to provide cash refunds of employee contributions upon the Participant's death; or
 - (4) to pay increased benefits that result from a Plan amendment.

3.2. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 2.2(a) or (b)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

3.3. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 4. Requirements For Annuity Distributions That Commence During Participant's Lifetime.

4.1. Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonSpouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using

the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonSpouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

- 4.2. Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4.2, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

Section 5. Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

- 5.1. Participant Survived by Designated Beneficiary. Except as provided in the Plan, if the Participant dies before the date distribution of his or her or their interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 2.2(a) or (b), over the life of the designated Beneficiary or over a period certain not exceeding:
- (a) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (b) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.
- 5.2. No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed

by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- 5.3. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her or their interest begins, the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this Section 5 will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2.2(a).

Section 6. Definitions.

- 6.1. Designated Beneficiary. The individual who is designated as the Beneficiary under Section __ of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Section Treas. Regulation Section 1.401(a)(9)-1, Q&A-4.
- 6.2. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2.2.
- 6.3. Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- 6.4. Required Beginning Date. "Required Beginning Date" means the April 1st of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires, unless if the Participant is a 5% owner, as defined in Code Section 416(i), the "required beginning date" is the April 1st of the calendar year following the calendar year in which the Participant attains age 70-1/2.

All reference to IRS regulations in this Appendix refer to any successor regulations that may be promulgated by the IRS from time to time in the future.

401 RESOLUTION-

MEMORANDUM

TO: Kaweah Delta Health Care District
Board of Directors

FROM: Human Resources

RE: Plan Amendment
Kaweah Delta Health Care District Employees' Salary Deferral Plan

DATE: November 2025

The purpose of this Memorandum is to familiarize the Board of Directors with the plan amendment for 2025.

Amendment Overview

SECTION 4-5: SERVICE WITH PREDECESSOR EMPLOYER. Service with the following Predecessor Employer will be counted for purposes of determining eligibility, vesting and allocation conditions under the Plan:

- Compassionate Family Care, if employed with Compassionate Family Care immediately prior to the acquisition and subsequently hired by the Employer on 7-21-25 or as part of the acquisition process.

This provision will be added to the plan as of the effective date stated in the Board Resolution. The amendment needs to be signed by **12/31/2025**.

- **Employer Match** – The Plan Document defines Employer Matching Contributions as discretionary from year to year. This permits KDHCD the ability to define the Matching Contribution Formula each year to align with business strategies. Each year, the Board must approve the Matching Contribution for the Plan. The Matching Contribution for the January 1, 2025 – December 31, 2025, Plan Year will be determined by the Board at the December 2025 meeting.

Years of Service	Matching Contribution	Maximum Matching Salary Deferral and ROTH Deferral Contribution
1-2	100%	3% of Compensation
3-5	100%	4% of Compensation
6-10	100%	5% of Compensation
11 or more	100%	6% of Compensation

Suggested Action and Next Steps

Approve amending the plan to include the Service with Compassionate Family Care, the Predecessor Employer. This will be counted for purposes of determining eligibility, vesting and allocation conditions under the Plan.

**RESOLUTION 2274
OF THE BOARD OF DIRECTORS OF
KAWEAH DELTA HEALTH CARE DISTRICT
AMENDING THE EMPLOYEES' SALARY DEFERRAL PLAN**

WHEREAS the Board of Directors (the "Board") of the Kaweah Delta Health Care District (the "District") adopted the Kaweah Delta Health Care District Employees' Salary Deferral Plan, as amended and restated effective June 1, 2022 (the "Plan"); and

WHEREAS the District desires to amend the Plan document to reflect the following:

SECTION 4-5: SERVICE WITH PREDECESSOR EMPLOYER. Service with the following Predecessor Employer will be counted for purposes of determining eligibility, vesting and allocation conditions under the Plan:

- Compassionate Family Care, if employed with Compassionate Family Care immediately prior to the acquisition and subsequently hired by the Employer on 7-21-25 or as part of the acquisition process.

WHEREAS the District desires to define the Rules for determining the Matching Contribution Formula for the January 1, 2025 – December 31, 2025, Plan Year to reflect the following:

- The Matching Contribution will be based on the number of Years of Service a Participant has per the definition of Years of Service for the purpose of the Matching Contribution and the formula for each Year of Service tier has a separate limit above which Salary Deferrals and Roth Deferrals will not be matched. Matching Contributions are subject to a specific definition of Plan Compensation. Kaweah Delta Health Care District staff will need to check the definitions of the specific Plan Compensation applicable to Matching Contributions. The Match Contribution Formula is outlined in the following table:

Years of Service	Matching Contribution	Maximum Matching Salary Deferral and Roth Deferral Contribution
1-2	100%	3% of Compensation
3-5	100%	4% of Compensation
6-10	100%	5% of Compensation
11 or more	100%	6% of Compensation

NOW, THEREFORE, BE IT RESOLVED, that an authorized officer be and hereby is directed and authorized to Amend the plan which is attached hereto.



This Resolution is adopted by the Board of Directors of Kaweah Delta Health Care District at a duly constituted meeting held on the 17 day of December, 2025.

KAWEAH DELTA HEALTH CARE DISTRICT

Secretary/Treasurer, Kaweah Delta Health Care District

ATTEST:

Board Member
Kaweah Delta Health Care
District and of the Board of
Directors, thereof

KAWEAH CARE

Kaweah Care

Employee Engagement &
Experience

November 2025 Update



Check-in: Mission Statement Exercise



- Mission Statement Team Exercise
 - What is our Mission Statement?
 - What are you passionate about in your role?
 - How does that link back to our Mission Statement?
- During meetings and performance reviews
- Mission Moments for this month?

Employee Engagement & Experience – FY25 Recap

- 7/13: Fox Summer Movie Night
- 7/22 - 7/29: Tower Challenge
- 7/22 - 7/29: Kaweah Health Crossword
- 7/31: Summer Games Event
- 8/2: Schwartz Rounds – People and Events that Shaped My Career
- 8/7: Launch of Compass Polls – Coffee/Tea Giveaway
- 8/16: Wear a Hawaiian Shirt Day
- 8/16: Free Shave Ice
- 8/20: Return of in-person LTMs
- 8/22: Just Culture Scenario Review
- 8/31: Kaweah Health Rawhide Night
- 9/2: Sport Jersey Fridays Relaunch
- 9/27 - 10/17: Visalia Corporate Games
- 10/1: Team of the Month Kickoff
- 10/4: Schwartz Rounds – Work. Love. Laughter.
- 10/15: Leader Learning Path Kickoff
- 10/17: SME Lunch & Learn Kickoff
- 10/24-10/31: Candy Corn Contest
- 10/24 - 10/31: Pumpkin Decorating and Carving Contest
- 10/28: Open Enrollment Kickoff
- 10/31: Halloween Festival
- 10/31: Halloween Dress-up Day
- 10/31: ET Rounding with Candy
- 11/1 - 11/3: Dia de Los Muertos
- 11/11: Veteran's Day Observance Video and Pins
- 11/12 - 12/4: Holiday Giving Drive
- 11/8 - 11/22: Cobbler and Ice Cream
- 12/2: Holiday Cheer
- 12/3 - 12/17: Kaweah Care Pulse Survey
- 12/6: Schwartz Rounds - Lessons from the Past. Hopes for the Future.
- 12/9 - 12/13: Holiday Meal
- 12/9 - 12/13: Ugly Sweater Dress-up Day
- 12/9 - 12/13: Employee Gift (Zipper Pouches)
- 12/9 - 12/13: KEEP Launch with Scavenger Hunt
- 1/1 -1/31: Self-Care Gallery on Compass
- 1/31: Fun at Work Day (Twin-Up Dress-Up Day)
- 2/7 - Wear Red Day for Cardiovascular Disease
- 2/7 - Schwartz Rounds – They're Playing My Song
- 2/14 - Kaweah Health Art Show
- 3/4 - Mardi Gras Dress-up Day
- 3/7 - Staff Appreciation Day - Employee Day Pass at Lifestyles Fitness
- 3/14 - Gold Coin Hunt
- 3/17 - Wear Green for St. Patrick's Day
- 4/4: Spring Bunny Photos
- 4/4 Schwartz Rounds
- 4/15: Celebration of Life
- 4/22: Take a Minute for Earth Day
- 5/1: Starlight Awards
- 5/6 - 5/12: Nurses' Week
- 5/11 - 5/17: Hospital Week
- 5/22: Kaweah Health Rawhide Night
- 6/6: Schwartz Rounds
- 6/10: Rubber Ducky Race
- 6/27: Share Your Pride on Compass


Employee Engagement & Experience – FY26 Recap

- 7/1 – 7/15: National Anthem Singing Contest
- 7/3 – 7/4: Red, White, and Blue Dress-Up Day
- 7/16: Kaweah Health Skate Night @ Roller Towne
- 7/31: Just Culture Scenario Review
- 7/31: Certification Mentorship Program Kickoff
- 8/1: Schwartz Rounds “My Best Day at Work”
- 8/4: Kaweah Health Choir Formed
- 8/8: KHU Scholars Luncheon Kickoff
- 8/16: Kaweah Health Rawhide Night
- 8/18: International Day of Charity Drive Kickoff
- 8/22: Leaving Austin Ticket Giveaway
- 8/29: Rawhide Toy Story Night Ticket Giveaway
- 9/1 – 9/30: School Photo Gallery on Compass
- 9/5: International Day of Charity Drive Collection
- 10/1 – 10/31: Pink Wednesdays
- 10/3: Schwartz Rounds – Embracing Our Differences, Connecting with Compassion
- 10/30: Dia de los Muertos Event
- 10/31: Halloween Festival, Pumpkin Showdown, and Dress-up Day

Employee Engagement & Experience – Nov 2025

- 11/11: Veteran's Day Recognition Ceremony
- 11/17 – 11/21: Cobber & Ice Cream
- Ongoing opportunities and programs include
 - Employee Huddle, Employee of the Month, Team of the Month, Kaweah Care recognitions, JWD department recognitions, service awards, retirement recognitions and gifts, Kaweah Shares, Employee Emergency Relief Program, Jersey Fridays, food trucks and farmers' market, Pet Therapy, Self-Care Calendars, KEEP, and more

Cobbler & Ice Cream!




Celebrate the season!
Don't miss out on this sweet Th.


Monday, November 17
• Exeter Campus: 11:30 AM – 1:00 PM |
• Downtown NOC: 10:00 PM – 12:00 AM

Wednesday, November 19
• South Campus: 11:30 AM – 1:00 PM |

Thursday, November 20
• West Campus: 11:00 AM – 1:00 PM | C

Friday, November 21
• Downtown Campus: 11:00 AM – 2:00 PM


 Kaweah Health




Employee Veterans Day Ceremony

Please join us in honoring our Veterans
Tuesday • November 11 • 2–3 PM
Acequia Lobby

Celebrity guest speaker
Norris Jernigen
Centenarian and
World War II Veteran

Thank you for your service.
 **Kaweah Health**
MORE THAN MEDICINE. LIFE.

PRESENTED BY 

Observances & Recognition Days – November 2025

November		
Month-Long Observances	Week-Long Observances	Day Observances
Stomach Cancer Awareness Month	11/1-11/7 Medical-Surgical Nurses Week	11/2 Daylight Savings End
National Healthy Skin Month	11/2-11/8 National Radiologic Technology Week	11/9 National Diabetes Heart Connection Day
National Hospice and Palliative Care Month	11/2-11/8 Allied Health Professions Week	11/11 Veteran's Day
American Diabetes Month	11/2-11/8 National Medical Staff Services Awareness Week	11/12 World Pneumonia Day
National Family Caregivers Month	11/2-11/8 National Diabetes Care and Education Week	11/14 World Diabetes Day
COPD Awareness Month	11/3-11/9 National Patient Transport Week	11/17 World Prematurity Day
Lung Cancer Awareness Month	11/3-11/7 International Stress Awareness Week	11/20 Great American Smokeout
Prematurity Awareness Month	11/5-11/11 Mental Illness Awareness Week	11/25 International Day for the Elimination of Violence Against Women
Diabetic Eye Disease Awareness Month	11/9-11/15 National Nurse Practitioner Week	11/27 Thanksgiving Day
National Pancreatic Cancer Awareness Month	11/17-11/23 Health Care Strategy & Market Development Week	11/28 National Family Health History Day
National Alzheimer's Disease Awareness Month	11/18-11/24 US Antibiotic Awareness Week	
National Sexual Health Month		
Bladder Health Awareness Month		
Home Care and Hospice Month		

See email *Healthcare Observances - Calendar Year 2025* from Ariana Jasso for more

Holiday Meal



- Dates: 12/8 – 12/12
- Festive/ugly sweater dress-up day
- Event menu
 - Choice of chicken or vegetarian tamales
 - Spanish rice, refried beans, and sautéed peppers
 - Holiday cookie
- *Kaweah Vibes* crew socks employee giveaway
- Volunteer sign-up sheet live

Service Awards Luncheon

- Visalia Convention Center – Charter Oak Ballroom
- Thursday, January 15
 - 11 AM – 12 PM plated lunch
 - 12 PM – 1 PM recognition ceremony
- Audience
 - Employees celebrating 25-year and higher milestone anniversaries in 2026, their plus ones, and their leaders
- Invites going out soon



NRC Lifecycle Survey Launch

- Launch week of 11/10 pending any issues found in testing
- NRC lifecycle surveys include
 - Onboarding: New hires at key intervals (30 and 90 days)
 - Offboarding: All voluntary terms around time of exit
- Reports at organization, division, and department level (anticipated quarterly)
- Partnership between HR and leadership to action plan
- Lifecycle, pulse, and employee/physician engagement surveys moved to NRC under EX platform



KHU Scholars Program

- Roughly 1k enrollments and 200 completions
- Free for all employees and physicians
- Available on demand in Workday
- Self-paced, curated learning paths
- Earn a KHU certificate and Scholars Luncheon invite
- Three new programs for November
 - Project Management Professional (PMP®) Exam Prep
 - Certified Associate in Project Management (CAPM®) Exam Prep
 - Mental Health Matters: Supporting Yourself and Others
- Open to topic suggestions



Join the Kaweah Health University Scholars Program!

The KHU Scholars Program is free for all employees—self-paced, flexible, and designed for your growth. Earn a certificate and an invite to our exclusive Scholars Luncheon.

Sign up in Workday Learning
(search LRN: KHU).

- Leadership Foundations
- Microsoft Office
- Customer Service
- Public Speaking
- Financial Wellness
- Clinical Excellence (CE Eligible)
- Emotional Intelligence & Communication
- Healthcare Billing, Coding & Documentation
- Pharmacy Excellence I (ACPE CE Eligible)
- Spanish for Healthcare
- Lean Six Sigma (Certification Prep & Exam)
- Professional in HR (PHR®) Exam Prep
- Innovative Thinking & Creativity
- Anger and Conflict Management



STEERING COMMITTEE-

Kaweah Care Physician Engagement

November 4, 2025



kaweahhealth.org



Areas of Focus

- **Workspace Enhancements**
- **KDHub Optimization**
- **Physician Engagement Survey**
- **Onboarding and Mentoring Medical Staff**
- **Resident Retention**

Workspace Enhancement

Surgery Locker Room Remodel	Renovation and Expansion of Surgeon Locker Rooms and Surgeon Lounge	Construction Timeline <ul style="list-style-type: none"> • Design: Q2 2025 • Construction: Q3 2026 Update – Considering Med Staff Lounge remodel first
Medical Staff Lounge Restructure	Remodel and Expand Physician Lounge: Work Area / Lounge / Dining	Construction Timeline <ul style="list-style-type: none"> • Design: Q2 2025 • Construction: Q1 2026 • Present Design to Medical Staff
Medical Resource Center	Update/Reconfigure Existing Resource Center Create Dedicated GME Space in Expansion <i>Additional 48 Workstations</i>	Construction Timeline <ul style="list-style-type: none"> • Design: Q4 2024 Update - Pending approval of design • Construction: Q4 2025

Renovation/Remodel Design Presentation - October:

- **General updates: The State is still reviewing the plans for the Medical Resource Center and has not released the permit. This has delayed the start of the project, however still anticipate approval and start this year. The completion of this project however does effect the start of the Medical Staff Lounge and Office project so timeline has been adjusted.**

KDHub Optimization

Cerner Connect Messaging	Workflow Project: Working with Dr. Talley to fine tune some workflows for the go-live in the Emergency Department. After that is completed we will move forward with Inpatient.
Physician Orders	<ul style="list-style-type: none">• Cardiac Rehab Referral Electronic Order Update – Expected Go Live Date November• New CSU (Crisis Stabilization Unit) Admission PowerPlan – Expected Go Live Date December• New SURG Drain Flushing and Care – Expected Go Live November• Removing defaulted Serial COVID testing orders/sub-phases in the following PowerPlans- Expected Go Live Date November<ul style="list-style-type: none">○ LTC Subacute Admission○ RH Rehab Admission Short Stay○ BH Behavioral Health Admission○ AMB URO (KATS) Kaweah Ambulatory Testing Service○ ERAS (KATS) Kaweah Ambulatory Testing Service○ SURG (KATS) Kaweah Ambulatory Testing Service• Bowel Regimen Protocol – In Progress go live date TBD• SURG Drain Flushing & Care PowerPlan – In Progress go live date TBD
Physician Documentation	<ul style="list-style-type: none">• Blood Refusal Consent Form - Expected Go Live November – December• Ambulatory Diabetic Foot Exam Optimized – Expected Go Live November• Ambient Listening AI – Pilot complete, will expand out to the rest of the Ambulatory clinic Providers starting in November• Referral Component – Ambulatory providers no longer need to close out the patient chart to find the status of the referral, this information has been added to the workflow-Complete
Pediatrics & Obstetrics	<ul style="list-style-type: none">• OB PowerPlan Updates Expected Go Live Date – November<ul style="list-style-type: none">○ OB Hypertension Acute Expected○ OB Magnesium Sulfate Preeclampsia○ OB ERAC C Section POST-Op○ OB Labor and Delivery Admission○ OB Postpartum Vaginal Delivery○ OB Postpartum Routine Medications• New OB Chorioamnionitis PowerPlan – In Progress go live date TBD• Create a Post-Partum Rophylac Protocol - Expected Go Live November – December

Physician Engagement

Communication	<ul style="list-style-type: none"> • Communication between physicians, nurses, and other medical personnel is good in this organization. • Communication between units/departments is effective in this organization. • Hospital administration is responsive to feedback from physicians. • I can easily communicate any ideas and/or concerns I may have to hospital administration. 	<ul style="list-style-type: none"> • In response to recent the medical staff concerns with a Service Line, our Administrators took immediate action. Discussions ongoing. <p>Dr. Randolph is committed to being available and accessible to the Kaweah Health workforce and patients.</p> <ul style="list-style-type: none"> • A flyer is being designed with a QR code that links to Dr. Randolphs contact information • MEC will participate in Patient Experience rounds. D. Volosin to give an overview to MEC on 11/17.
Quality	<ul style="list-style-type: none"> • Kaweah Health provides high-quality care and service. • Kaweah Health makes every effort to deliver safe, error-free care to patients • Kaweah Health cares about quality improvement. 	<ul style="list-style-type: none"> • MEC, Cardiovascular Service Line and Nursing partnering to develop a multidisciplinary “Standard of Care Model” for Transcatheter Aortic Valve Replacement (TAVR). The model to be pitched during the December Cardiovascular Service Line meeting.

Onboarding & Mentoring

Onboarding	<p>Optimize Recruitment to Active Staff Process</p> <ul style="list-style-type: none"> • Coordinate Process across Stakeholders <ul style="list-style-type: none"> • Recruitment • Medical Staff Services • Contracting • ISS <p>Goal: Reduce Onboarding Time</p>	<p>Process for Physician & APP from Recruitment to MDDS to MCO: In Development Coordinate with Recruitment & Strategy Team</p> <ul style="list-style-type: none"> • Identify opportunities to optimize and reduce time to complete onboarding processes. • Define KPI's to measure and monitor to ensure sustained process improvement. <p>Key Stakeholders: Recruitment, Contracted Group Admin Contacts, MSSD, MCO, ISS</p>
Mentoring	<p>Provide Health System Education & Training</p> <ul style="list-style-type: none"> • Regulatory Requirements • Medical Staff Policies • ISS – Cerner Training <p>Support Physician Orientation</p> <ul style="list-style-type: none"> • Utilize established physicians for practice guidance • Provide support for community introduction <p>Goal: Support physician practice establishment and introduction to Community</p>	<p>Process for orienting & mentoring Physicians across the organization: In Development Coordinate with Recruitment & Strategy Team</p> <ul style="list-style-type: none"> • Identify opportunities to streamline and enhance Physician Orientation & Mentoring <p>Key Stakeholders: Recruitment, Contracted Group Admin Contacts, MSSD, MCO, ISS</p>