



October 23, 2020

## NOTICE

The Board of Directors of the Kaweah Delta Health Care District will meet in an open Human Resources Committee meeting at 2:00PM on Thursday October 29, 2020 in the Support Services Emerald Conference Room, 520 W. Mineral King Ave, Visalia, CA 93291 or via GoTo Meeting from your computer, tablet or smartphone

<https://global.gotomeeting.com/join/779112805> or Via phone - 1 (224) 501-3412 / Access Code: 779-112-805.

All Kaweah Delta Health Care District regular board meeting and committee meeting notices and agendas are posted 72 hours prior to meetings in the Kaweah Delta Medical Center, Mineral King Wing entry corridor between the Mineral King lobby and the Emergency Department waiting room.

The disclosable public records related to agendas are available for public inspection at the Kaweah Delta Medical Center – Acequia Wing, Executive Offices (Administration Department) {1st floor}, 400 West Mineral King Avenue, Visalia, CA and on the Kaweah Delta Health Care District web page <http://www.kaweahdelta.org>.

KAWEAH DELTA HEALTH CARE DISTRICT  
Nevin House, Secretary/Treasurer

A handwritten signature in black ink that reads 'Cindy Moccio'.

Cindy Moccio  
Board Clerk & Executive Assistant to CEO

DISTRIBUTION:  
Governing Board  
Legal Counsel  
Executive Team

Name  
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, 2012

Chief of Staff  
<http://www.kaweahdelta.org>

**KAWEAH DELTA HEALTH CARE DISTRICT - BOARD OF  
DIRECTORS**

**HUMAN RESOURCES COMMITTEE**

Thursday October 29, 2020 – 2:00PM

SSB Emerald Conference Room  
520 W. Mineral King Ave., Visalia, CA 93291

Please join my meeting from your computer, tablet or smartphone.  
<https://global.gotomeeting.com/join/779112805>

**Via phone - 1 (224) 501-3412/ Access Code: 779-112-805**

Board of Directors: Lynn Havard Mirviss (Chair), Garth Gipson  
Management: Gary Herbst, CEO, Dianne Cox, VP Chief of Human Resources; Keri Noeske, VP Chief Nursing Officer; Linda Hansen, Director Human Resources; Brittany Taylor, Director Physician Recruitment/Relations; Raleen Larez, Employee Relations Manager; George Ortega, Recording

**OPEN MEETING – 2:00PM**

**Call to order** – Lynn Havard Mirviss, Human Resources Committee Chair

**Public / Medical Staff participation** – Members of the public wishing to address the Committee concerning items not on the agenda and within the subject matter jurisdiction of the Committee may step forward and are requested to identify themselves at this time. Members of the public or the medical staff may comment on agenda items after the item has been discussed by the Committee but before a Committee recommendation is decided. In either case, each speaker will be allowed five minutes.

- 1) **Physician Recruitment Update** – Medical staff recruitment efforts update- Brittany Taylor, Director Physician Recruitment/Relations
- 2) **401k Plan Amendment** – Dianne Cox, VP Chief of Human Resources
- 3) **401k and DB Plan Charters** – Dianne Cox, VP Chief of Human Resources
- 4) **Employee Connection-Honoring a Deceased Employee** – Dianne Cox, VP Chief of Human Resources/Raleen Larez, Employee Relations Manager

5) **Executive Development (verbal update)**– *Dianne Cox, VP Chief of Human Resources*

**Adjourn** – *Lynn Havard Mirviss, Human Resources Committee Chair*

*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.*

**Kaweah Delta Physician Recruitment and Relations  
Medical Staff Recruitment Report - October 2020**

Prepared by: Brittany Taylor, Director of Physician Recruitment and Relations - btaylor@kdhcd.org - (559)624-2899

Date prepared: 10/21/2020

<b>Central Valley Critical Care Medicine</b>	
Adult Hospitalist	1
Intensivist	2

<b>Delta Doctors Inc.</b>	
OB/Gyn	1

<b>Kaweah Delta Faculty Medical Group</b>	
Family Medicine Associate Program Director	1
Family Medicine Core Faculty	2

<b>Key Medical Associates</b>	
Internal Medicine/Family Medicine	2

<b>Other Recruitment</b>	
Palliative Medicine	1
Anesthesiology	1

<b>Valley Children's Health Care</b>	
Maternal Fetal Medicine	2
Neonatology	1

<b>Visalia Medical Clinic (Kaweah Delta Medical Foundation)</b>	
Dermatology	1
Adult Primary Care	3
Colorectal Surgery (FY 2022)	1
Gastroenterology	1
Gynecology	1
OB/GYN	3
Orthopedic Surgery (Hand)	1
Otolaryngology	1
Radiology - Diagnostic	1
Urology	2

### Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Referral Source	Current Status
Chronic Pain Anesthesia	Oak Creek Anesthesia	Truong, M.D.	Khoa	08/21	Direct referral	Currently under review
Colorectal Surgery	Visalia Medical Clinic (Kaweah Delta Medical Foundation)/IQ Surgical Associates	Ota, M.D.	Kyle	09/21	Current KD General Surgery resident	Offer extended
Family Medicine/Core Faculty	Visalia Medical Clinic (Kaweah Delta Medical Foundation)/Kaweah Delta Faculty Medical Group/Visalia Family Practice	Geiger, D.O.	Michael	08/21	Direct - UCSF Fresno Career Fair	Site Visit for VMC - 10/16/20 - Offer Extended; Site Visit for KDFMG - 10/21/20
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Al-Tai, M.D.	Zeena	08/21	Pacific Companies - 7/13/20	Currently under review
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Bassali, M.D.	Mariam	08/21	Referred by Dr. Martinez - 10/14/20	Currently under review
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Gutierrez, M.D.	Mario	TBD	Referred by Dr. Martinez - 8/14/20	Site visit pending dates
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Mohamed, M.D.	Hashem	ASAP	Direct Referral - Dr. Ahmed Amari	Site visit pending dates
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Sandoval, M.D.	Omar	08/21	Referred by Dr. Martinez -8/14/20	Site visit pending dates
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Patty, M.D.	Christina	08/20	Direct - Local Candidate	Site Visit: 2/5/19; Offer accepted; Start Date: 1/4/21
Gastroenterology	Valley Hospitalist Medical Group	Aita, M.D.	John	ASAP	Carson Kolb - 8/4/20	Site visit pending dates
Gastroenterology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Hong, M.D.	Jessica	09/21	Direct Referral	Site Visit: 10/21/2020

### Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Referral Source	Current Status
Gastroenterology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Sherid, M.D.	Muhammed	ASAP	Pacific Companies - 7/28/20	Site Visit: 10/7/2020
Hospitalist	Central Valley Critical Care Medicine	Malkhasian, M.D.	Armen	08/21	Direct - 9/8/20	Phone interview pending
Hospitalist	Central Valley Critical Care Medicine	Moers, D.O.	Diana	09/20	Direct - PracticeLink 3/24/2020	Offer accepted; Start date pending credentialing
Hospitalist	Central Valley Critical Care Medicine	Ramakuri, M.D.	Monica	09/20	Vista Staffing - 7/19/2020	Start Date: 10/7/20
Intensivist	Central Valley Critical Care Medicine	John, D.O.	Avinaj	08/21	Vista Staffing - 10/25/19	Site visit: 12/13/19; Offer accepted
Intensivist	Central Valley Critical Care Medicine	Agrawal, M.D.	Arun	08/21	Vista Staffing - 9/8/20	Site visit pending dates
Intensivist	Central Valley Critical Care Medicine	Akinjero, M.D.	Akintunde	08/21	Vista Staffing - 10/20/20	Currently under review
Intensivist	Central Valley Critical Care Medicine	Alperstein, M.D.	Adam	08/21	Vista Staffing - 9/21/20	Site visit pending dates
Intensivist	Central Valley Critical Care Medicine	Leger, M.D.	Kathleen	08/21	Comp Health - 8/24/20	Site visit pending in December
Internal Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)/Key Medical Associates/Central Valley Critical Care Medicine/ Delta Doctors	Malik, M.D.	Sara	08/21	Direct - Dr. Umer Hayyat's spouse	Site Visit: 10/7/20; Offer extended
Neonatology	Valley Children's Hospital	Alexander, M.D.	Steven	11/20	Valley Children's - 7/28/20	Virtual Interview: 7/31/20; Offer extended
Otolaryngology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Wickwire, M.D.	Peter	08/21	Enterprise Medical Staffing - 10/5/20	Phone interview pending
Palliative Medicine	Independent	Hernandez, M.D.	Sarah	08/21	PracticeMatch Email Blast	Site visit pending dates in November

### Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Referral Source	Current Status
Radiation Oncology	Sequoia Radiation Oncology Services, Inc.	Ly, M.D.	David	44228	Direct referral	Offer accepted; Start date: 2/1/21
Urology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Hamdi, M.D.	Anas	08/22	Direct - Referral	Initial site visit: 9/9/20 Formal site visit to follow
Urology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Patel, M.D.	Neil	TBD	Los Angeles Career MD Fair 9/14/19	Site Visit: 9/25/20. Offer extended
Urology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Sohlberg, M.D.	Ericka	08/21	MDStaffers - 8/21/20	Site Visit: 11/16/20
Urology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Talanki, M.D.	Varun	08/21	HealthCareers - 1/24/2020	Site visit pending dates

**Kaweah Delta Physician Recruitment and Relations  
Miscellaneous Activity Report - October 2020**

- New Physician Marketing
  - Dr. Gonzalo Carrizo, Cardiothoracic Surgeon
  - Dr. Jason Roos, ENT
  - Dr. Tangel Chang, Radiation Oncologist
  - Dr. Ryan Howard, Medical Director of Hospice & Palliative Medicine
    - Hospice Census
  
- New Physician Orientation (Virtual)
  
- Virtual Recruitment Event for KD Family Medicine GME
  
- Physician Engagement Committee - Connections Subcommittee Update

FINAL

MEMORANDUM

To: Kaweah Delta Health Care District (KDHCD) Board of Directors

From: Dianne Cox, Vice President Human Resources

Subject: Plan Amendments  
Kaweah Delta Health Care District Employees' Salary Deferral Plan (401(k))  
Kaweah Delta Health Care District 457(b) Deferred Compensation Plan

DATE: October 2020

Each year, Kaweah Delta Health Care District (KDHCD) reviews our retirement plans and makes several amendments to these plans. These amendments reflect business strategy changes at KDHCD and legal requirements to administer these plans. This Memorandum is an overview of the changes that are proposed for our retirement plans at this time.

**Employees' Salary Deferral Plan (401(k) Plan)**

KDHCD has reviewed the plan document and proposes to retroactively amend the Employees' Salary Deferral Plan as of January 1, 2020, to reflect business strategy changes at KDHCD and to comply with current regulations. The proposed Adoption Agreement amendment includes;

- Amend the Employer Match Contribution to a Discretionary Employer Match Contribution. This Amendment provides the Board of Directors the ability to make changes to the Employer Match Contribution on an annual basis through a Board Resolution;
- The Definition of Eligible Compensation will exclude any contributions, accruals or distributions to/from the 457(f) Plan;
- The definition of Eligible Compensation will exclude Compensation attributable to Education Assistance for Books and Tuition (Payroll Code 701), Initial Certification (Payroll Code 703) and Cell Phone Stipend (Payroll Code 750);
- Amend the definition of Predecessor Employer to include the T.M.S & Associates, Inc. (Tulare Walk in Clinic). This provision recognizes Employment Service with the Tulare Walk in Clinic for purposes of Eligibility, Vesting and Employer Match Contributions in the KDHCD Plan;

Additionally, KDHCD has reviewed the plan document and proposes to prospectively amend the Employees' Salary Deferral Plan as of January 1, 2021 to provide additional benefit opportunities to Eligible Participants of the Plan and to comply with current regulations. The proposed Adoption Agreement amendments include:

- Permit Employee ROTH Contributions to the Plan. This amendment permits Employees to define Employee Contributions as being "after tax" contributions in addition to permitting

Employee Contributions on a “pre-tax” basis. ROTH Contributions provide Employees with additional, potential tax benefits,

- Hardship Withdrawals will be amended to permit Earnings on eligible Hardship Withdrawals to be available on Hardship Distributions. This provision is added to provide additional financial flexibility to Participants that require a Hardship Distribution;

#### **457(b) Deferred Compensation Plan**

KDHCD has reviewed the plan document and proposes to retroactively amend the 457(b) Deferred Compensation Plan as of January 1, 2020, to reflect business strategy changes at KDHCD and to comply with current regulations. The proposed Adoption Agreement amendment includes:

- The Definition of Eligible Compensation will exclude any contributions, accruals or distributions to/from the 457(f) Plan;

Additionally, KDHCD has reviewed the plan document and proposes to prospectively amend the 457(b) Deferred Compensation Plan as of January 1, 2021 to provide additional benefit opportunities to Eligible Participants of the Plan and to comply with current regulations. The proposed Adoption Agreement amendments include:

- Permit Employee ROTH Contributions to the Plan. This amendment permits Employees to define Employee Contributions as being “after tax” contributions in addition to permitting Employee Contributions on a “pre-tax” basis. ROTH Contributions provide Employees with additional, potential tax benefits

# **KAWEAH DELTA HEALTH CARE DISTRICT RETIREMENT PLAN COMMITTEE CHARTER**

Effective October 1, 2020

Kaweah Delta Health Care District (the "Company") adopts this Charter of the Retirement Plan Committee (the "Committee") with respect to the Kaweah Delta Health Care District Employees' Salary Deferral Plan [401(k)] and the Kaweah Delta Health Care District 457(b) Deferred Compensation Plan (the "Plan").

The Company has delegated certain powers, rights, duties, obligations and responsibilities for the administration and interpretation of the Plan to the Committee.

## **ARTICLE 1. ESTABLISHMENT**

The Company has established the Committee as an administrative committee to administer, interpret and review the Plan, to the extent such activities require the exercise of any discretionary authority or discretionary control respecting the management or administration of the Plan and the management and disposition of Plan assets, and such other federal or state laws or regulations applicable to the Plan. The CEO, as the Employer, delegates duties to the Chair of the Committee to have the authority to amend the Plan, including as required to comply applicable laws, where such amendments do not materially increase the cost of the Plan to the Company

## **ARTICLE 2. MEMBERSHIP**

2.1 Appointment of Committee Members. The Committee shall be an administrative committee of three or more persons. Membership of the Committee shall consist of the following:  
Chief Financial Officer  
Director of Finance  
VP, Human Resources  
Director of Human Resources  
Board Member  
Kaweah Delta Operational Leaders (optional)

2.2 A member of the Committee may resign at any time by giving prior written notice to the Committee or will be deemed to have resigned automatically upon the termination of employment with the Company or a related entity. Until any such vacancy is filled, the remaining members may exercise all the powers, rights and duties conferred on the Committee or otherwise required by law.

2.3 Chair and Secretary. The Committee shall designate its initial Chair and may at any time agree to designate a subsequent Chair. The Chair, or in his/her absence, another member designated by the Chair, shall preside at all meetings of the Committee.

(a) The Chair shall designate a Secretary who shall keep minutes and other necessary or appropriate records of actions taken by the Committee.

2.4 Compensation. No compensation will be paid to any person for performing his/her duties as a member of the Committee. No other bond or security will be required of the Committee except as provided by law.

### ARTICLE 3. POWERS AND DUTIES

3.1 Named Fiduciary. The Committee, and each member of the Committee, is a "named fiduciary" with respect to the Plan. The Committee shall discharge its duties with respect to the Plan, any other applicable laws, or by the terms of the Plan or related trusts, solely in the interests of the participants and their beneficiaries and-

- (a) for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) with the care, 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 a like character and with like aims;
- (c) by diversifying the investments of the Plan so as to minimize the risk of loss, unless under the circumstances it is clearly not prudent to do so, to the extent the Committee is not otherwise relieved of this duty; and
- (d) in accordance with the provisions of the Plan and related trusts, insofar as the Plan and related trusts are consistent with the provisions of any applicable laws.

3.2 Powers and Duties. The Committee has all discretionary authority which is necessary or appropriate for the operation and administration of the Plan, including the following:

- (a) To delegate to individuals, which may or may not include the Committee members, with the powers and duties described in this Section 3.2, whether discretionary or otherwise, as the Committee shall determine, consistent with the terms of the Plan. No such delegation of such powers and duties shall absolve the Committee members from any residual fiduciary duties, including with respect to the ongoing oversight of such individuals. The Committee is an appointed investment subcommittee to fulfill all the obligations and duties set forth in this Charter that pertain to investment of the assets of the Plan.
- (b) To control the operation and administration of the Plan in accordance with the terms of the instruments and resolutions governing the Plan and any related trust and any applicable laws, rules or regulations, to maintain all necessary records for the administration of the Plan and to communicate with participants, as necessary, in order to meet applicable legal requirements.
- (c) To appoint, remove or replace any trustee, investment manager, investment advisor or any other fiduciary or named fiduciary of the Plan, in accordance with the instruments governing the Plan and the provisions below and to conduct periodic performance reviews of the investment managers under the Plan.
  - (i) The trustee shall be charged with the responsibility of safekeeping the assets, collection and disbursement of the Plan's assets and periodic accounting statements in accordance with the terms of the operative trust agreement.
  - (ii) Each investment manager must either be (A) registered under the Investment Company Act of 1940, (B) registered under the Investment Advisors Act of 1940, (C) a bank, as defined in that Act, (D) an insurance company qualified under

the laws of more than one state to perform the services of managing, acquiring or disposing of retirement plan assets, or (E) such other person or organization authorized by applicable law or regulation to function as an investment manager.

(iii) The investment advisor, if employed, shall be charged with the responsibility of advising the Committee on investment policy, the selection of investment managers and funds and providing performance analysis and monitoring services. The Committee may rely on the advice provided by the investment advisor in carrying out its fiduciary duties.

(d) To develop and maintain an investment policy for the Plan for the purposes of the following: defining and assigning the responsibilities of all involved parties; establishing and communicating to all involved parties the objectives of an investment program suitable to the long-term goals and investment objectives of the Plan; formulating policies for selecting investment management and investment accounts within the investment program; establishing objectives for prudently monitoring and evaluating the performance of the investment program; periodically evaluating the Plan's investment performance and recommending investment and investment option changes; and providing investment education and communication to Plan's participants, to the extent deemed appropriate.

(e) To determine the investment options to be made available under the Plan (determination of investment options may only be made by a majority of the such committee) and to direct such plan's trustee and recordkeeper with respect to such investment options, to sign investment-related documents on behalf of such committee or the Company and take such other actions with respect to investments as permitted to be taken by the Company under the Plan document until they resign or their respective successors are appointed.

(f) To compute and certify to the Company and to the trustee, from time to time, the sums of money necessary or desirable to be contributed to the Plan.

(g) To adopt and enforce administrative rules and procedures and to designate the manner for participants to make elections as are necessary for the operation and the administration of the Plan and investment of participant accounts, consistent with such Plan's provisions. When designating procedures, the Committee shall consider all of the substantive legal requirements, such as requirements that an election be "in writing" or meet electronic media criteria and shall designate procedures reasonably calculated to satisfy such requirements.

(h) To determine all questions relating to eligibility, benefits and other rights of employees, participants and beneficiaries under the Plan, and to certify such eligibility, benefits and other rights to any other fiduciaries.

(i) To administer the claims and appeals review process under the Plan in compliance with applicable laws.

(j) To interpret the provisions of the Plan. The Committee shall, in its sole and complete discretion, be the sole judge of the standard of proof required in any case and the application and interpretation of the Plan, and decisions of the Committee shall be final and

binding on all parties. All questions or controversies of whatsoever character arising in any manner or between any parties or persons in connection with the Plan or their operation, whether as to any claim for benefits as to the construction of the language of the Plan or any rules and regulations adopted by the Committee, or as to any writing, decision, instrument or account in connection with the operation of the Plan, shall be submitted to the Committee (or to an agent of the Committee) for decision. Any decision by the Committee on review of a denied claim shall be binding on all persons dealing with the Plan or claiming any benefit hereunder.

(k) To authorize and direct all payments made under the Plan and to determine whether to pay reasonable administrative expenses with assets, to the extent permitted by the terms of such Plan.

(l) To determine the validity of, and take appropriate action with respect to, any qualified domestic relations order received by it with respect to the Plan.

(m) To perform due diligence, as necessary and appropriate, with respect to transactions involving the Plan.

(n) To delegate or employ agents, advisors and counsel (who may also be persons employed by the Company), direct them to exercise the powers of the Committee and monitor their continued performance and, as the Committee deems appropriate, terminate the services of such agents, advisers and counsel.

(o) To amend the Plan, including as required to comply with applicable laws, where such amendments do not materially increase the cost of the Plan to the Company.

(p) The Investment Committee authorizes the Plan's third-party administrator to vote on behalf of the Plan, in accordance with the Plan's Trust Agreement.

(q) **Additional Powers and Duties.** The Committee shall have such other duties and responsibilities as the Company may from time to time delegate to it, subject to any restrictions on such authority as may be imposed by applicable law or regulation or the limited liability company agreement of the Company.

The Committee shall have, except as otherwise provided herein or as otherwise required by law, all powers necessary to carry out the provisions of the Plan.

3.3 **Delegation.** Any power delegated to the Committee pursuant to this Charter may be delegated or allocated by the Committee to another employee or agent of the Company, including any person who is a member of the Committee. To the extent that the Company designates any other person or entity to serve as a fiduciary under the Plan, such other person or entity also shall be deemed to be a "named fiduciary" to the extent of their fiduciary responsibility.

To the extent that there shall be more than one named fiduciary of the Plan, it is the intention of the Company and the Committee to allocate to each named fiduciary the individual responsibility for the prudent execution of the functions assigned to him/her, and none of such responsibilities or any other responsibility shall be shared by two or more of such named fiduciaries unless such sharing shall be provided by a specific provision of the Plan, other governing instrument, or resolution assigning such responsibility to follow the directions of another fiduciary.

The two named fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the named fiduciary giving the directions shall be deemed his/her sole responsibility, and the responsibility of the named fiduciary receiving such directions shall be to follow them insofar as such directions are on their face proper under applicable law.

#### **ARTICLE 4. MEETINGS**

4.1 Meetings. The Committee shall from time to time hold whatever meetings it deems necessary for the proper performance of its duties, but not less frequently than annually. Such meetings shall be convened by the Chair and may be conducted in person, by telephone, by video conferencing or such similar means by which all members in attendance can communicate with each other simultaneously. Any member may request of the Chair that a meeting be convened and, in the event the Chair refuses, a majority of the members of the Committee may convene a meeting and transact any necessary business.

4.2 Action without a Meeting. The Committee may also act without a meeting if all members of the Committee consent to such action in writing and the writing is filed with the minutes of proceedings of the Committee. Any member of the Committee may initiate such a writing. The memorandum shall be retained with the records of the Committee.

4.3 Action by Meeting; Quorum; Voting. A majority of the number of members of the Committee shall constitute a quorum at all meetings of the Committee, and the vote of a majority of the members present at a reasonably convened meeting at which a quorum is present shall be the act of the Committee. Any member dissenting with respect to such action shall have the right to have such dissent and the reasons therefore recorded in the minutes and retained with the records of the Committee. A dissenting member may also furnish the Chair of the Committee, in writing, the dissent and reasons therefore and such materials shall be retained with the minutes and records of the Committee. In the event of a tie vote (including a tie vote on a motion which would fail for lack of a majority), the Chair shall have a second vote that shall be controlling.

4.4 Minutes of Meetings, Actions. The Committee shall maintain or cause to be maintained regular minutes of each meeting, and such other records and accounts as shall be necessary or appropriate. The Committee shall issue a report of its activities to the officers of the Company when required or requested by such officers.

4.5 Procedural Rules. The Committee may adopt such procedural rules as it may deem necessary or appropriate, provided that such rules may not expand or contract the Committee's authority or otherwise be inconsistent with this Charter, the certificate of incorporation or bylaws of the Company or applicable law.

#### **ARTICLE 5. REPORTS**

5.1 Committee Reports. The Committee shall report to the Company's officers as needed or requested regarding the operation of the Plan and any significant problems encountered and recommended changes.

5.2 Reliance on Reports. The Committee may rely on any certificate, statement, report or other representation made on behalf of the Company, which the Committee believes in good faith to be genuine and on any certificate, statement, report or other representation made to it by any

agent, attorney, accountant or other expert retained by the Committee or the Company in connection with the operation and administration of the Plan.

#### **ARTICLE 6. EXECUTION OF INSTRUMENTS**

The members of the Committee shall have the power to execute and deliver on behalf of and in the name of the Committee any instruments relating to the administration of the Plan, including instruments requiring the signature of an officer of the Company with respect to the Plan, except as otherwise provided in this Charter or when the execution and delivery of the instrument shall be expressly delegated by the Company to some other officer, agent or committee of the Company.

#### **ARTICLE 7. INDEMNITY & INSURANCE**

The Company shall indemnify and hold harmless each member of the Committee from and against any and all liability, loss, costs, charges, expenses, claims and demands of every kind and character arising out of, or in any way resulting from, the acts, omissions or conduct of any such person in the management, operation and administration of the Plan which any of them may suffer, incur or sustain, except that the Company shall not indemnify and hold harmless any such person, who, with respect to such acts, omissions or conduct, is guilty of gross negligence or willful misconduct.

In addition, the Plan, the Company or any employer participating in the Plan may purchase fiduciary liability insurance for the Committee and its members; provided, however, that if such fiduciary liability insurance is purchased by the Plan such insurance shall, permit recourse by the insurer against the fiduciary in case of a breach of fiduciary obligations by such fiduciary.

#### **ARTICLE 8. AMENDMENTS**

The Company shall have the right, at any time and from time to time, to modify, alter, or amend this Charter, in whole or in part, provided any such amendment shall be consistent with the terms of the Plan.

#### **ARTICLE 9. CONFLICTS OF INTEREST**

If the Committee is considering whether to offer or continue to offer for participant-directed investment an investment option with respect to which a Committee member (the "Interested Person") has, directly or through an affiliate, a significant or material financial relationship, this relationship (the "Conflict of Interest") must be disclosed to the Committee.

After disclosure of the Conflict of Interest and all material facts to the Committee, and after the Interested Person responds to any questions that the Committee may have, the Interested Person shall be recused from the Committee meeting while selection and monitoring of the fund is discussed and voted upon. An Interested Person may not vote on the issue to which the Conflict of Interest relates, but may be counted in determining the presence of a quorum for purposes of the vote. An Interested Person shall not influence any decision of the Committee.

**[OPTIONAL IF YOU WANT MEMBERS TO FORMALLY ACCEPT APPOINTMENT]**  
**ACCEPTANCE OF APPOINTMENT AND ACKNOWLEDGEMENT OF FIDUCIARY STATUS**

I, \_\_\_\_\_, hereby accept my appointment by Kaweah Delta Health Care District (the "Company") as a member of the Company's Committee for the Kaweah Delta Health Care District Employees' Salary Deferral Plan [401(k)] and the Kaweah Delta Health Care District 457(b) Deferred Compensation Plan and acknowledge that I am a named fiduciary under such Plan and agree to act in such capacity in accordance with applicable laws and the Charter of the Committee, as amended from time to time.

I acknowledge that I have been apprised of my individual and co-fiduciary liabilities and obligations in such capacity and my rights and obligations under the Charter of the Committee and the Plan.

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

# **KAWEAH DELTA HEALTH CARE DISTRICT RETIREMENT PLAN COMMITTEE CHARTER**

Effective October 1, 2020

Kaweah Delta Health Care District (the "Company") adopts this Charter of the Retirement Plan Committee (the "Committee") with respect to the Kaweah Delta Health Care District Employees' Retirement Plan (the "Plan").

The Company has delegated certain powers, rights, duties, obligations and responsibilities for the administration and interpretation of the Plan to the Committee.

## **ARTICLE 1. ESTABLISHMENT**

The Company has established the Committee as an administrative committee to administer, interpret and review the Plan, to the extent such activities require the exercise of any discretionary authority or discretionary control respecting the management or administration of the Plan and the management and disposition of Plan assets, and such other federal or state laws or regulations applicable to the Plan. The CEO, as the Employer, delegates duties to the Chair of the Committee to have the authority to amend the Plan, including as required to comply applicable laws, where such amendments do not materially increase the cost of the Plan to the Company

## **ARTICLE 2. MEMBERSHIP**

2.1 Appointment of Committee Members. The Committee shall be an administrative committee of three or more persons. Membership of the Committee shall consist of the following:

- Chief Financial Officer
- Director of Finance
- VP, Human Resources
- Director of Human Resources
- Board Member
- Kaweah Delta Operational Leaders (optional)

2.2 A member of the Committee may resign at any time by giving prior written notice to the Committee or will be deemed to have resigned automatically upon the termination of employment with the Company or a related entity. Until any such vacancy is filled, the remaining members may exercise all the powers, rights and duties conferred on the Committee or otherwise required by law.

2.3 Chair and Secretary. The Committee shall designate its initial Chair and may at any time agree to designate a subsequent Chair. The Chair, or in his/her absence, another member designated by the Chair, shall preside at all meetings of the Committee.

(a) The Chair shall designate a Secretary who shall keep minutes and other necessary or appropriate records of actions taken by the Committee.

2.4 Compensation. No compensation will be paid to any person for performing his/her duties as a member of the Committee. No other bond or security will be required of the Committee except as provided by law.

## **ARTICLE 3. POWERS AND DUTIES**

Kaweah Delta Health Care District  
Employees' Retirement Plan

3.1 Named Fiduciary. The Committee, and each member of the Committee, is a "named fiduciary" with respect to the Plan. The Committee shall discharge its duties with respect to the Plan, any other applicable laws, or by the terms of the Plan or related trusts, solely in the interests of the participants and their beneficiaries and-

(a) for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan;

(b) with the care, 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 a like character and with like aims;

(c) by diversifying the investments of the Plan so as to minimize the risk of loss, unless under the circumstances it is clearly not prudent to do so, to the extent the Committee is not otherwise relieved of this duty; and

(d) in accordance with the provisions of the Plan and related trusts, insofar as the Plan and related trusts are consistent with the provisions of any applicable laws.

3.2 Powers and Duties. The Committee has all discretionary authority which is necessary or appropriate for the operation and administration of the Plan, including the following:

(a) To delegate to individuals, which may or may not include the Committee members, with the powers and duties described in this Section 3.2, whether discretionary or otherwise, as the Committee shall determine, consistent with the terms of the Plan. No such delegation of such powers and duties shall absolve the Committee members from any residual fiduciary duties, including with respect to the ongoing oversight of such individuals. The Committee is an appointed investment subcommittee to fulfill all the obligations and duties set forth in this Charter that pertain to investment of the assets of the Plan.

(b) To control the operation and administration of the Plan in accordance with the terms of the instruments and resolutions governing the Plan and any related trust and any applicable laws, rules or regulations, to maintain all necessary records for the administration of the Plan and to communicate with participants, as necessary, in order to meet applicable legal requirements.

(c) To appoint, remove or replace any trustee, investment manager, investment advisor or any other fiduciary or named fiduciary of the Plan, in accordance with the instruments governing the Plan and the provisions below and to conduct periodic performance reviews of the investment managers under the Plan.

(i) The trustee shall be charged with the responsibility of safekeeping the assets, collection and disbursement of the Plan's assets and periodic accounting statements in accordance with the terms of the operative trust agreement.

(ii) Each investment manager must either be (A) registered under the Investment Company Act of 1940, (B) registered under the Investment Advisors Act of 1940, (C) a bank, as defined in that Act, (D) an insurance company qualified under the laws of more than one state to perform the services of managing, acquiring or

disposing of retirement plan assets, or (E) such other person or organization authorized by applicable law or regulation to function as an investment manager.

(iii) The investment advisor, if employed, shall be charged with the responsibility of advising the Committee on investment policy, the selection of investment managers and funds and providing performance analysis and monitoring services. The Committee may rely on the advice provided by the investment advisor in carrying out its fiduciary duties.

(d) To develop and maintain an investment policy for the Plan for the purposes of the following: defining and assigning the responsibilities of all involved parties; establishing and communicating to all involved parties the objectives of an investment program suitable to the long-term goals and investment objectives of the Plan; formulating policies for selecting investment management and investment accounts within the investment program; establishing objectives for prudently monitoring and evaluating the performance of the investment program; periodically evaluating the Plan's investment performance and recommending investment and investment option changes; and providing investment education and communication to Plan's participants, to the extent deemed appropriate.

(e) To determine the investment options to be made available under the Plan (determination of investment options may only be made by a majority of the such committee) and to direct such plan's trustee and recordkeeper with respect to such investment options, to sign investment-related documents on behalf of such committee or the Company and take such other actions with respect to investments as permitted to be taken by the Company under the Plan document until they resign or their respective successors are appointed.

(f) To compute and certify to the Company and to the trustee, from time to time, the sums of money necessary or desirable to be contributed to the Plan.

(g) To adopt and enforce administrative rules and procedures and to designate the manner for participants to make elections as are necessary for the operation and the administration of the Plan and investment of participant accounts, consistent with such Plan's provisions. When designating procedures, the Committee shall consider all of the substantive legal requirements, such as requirements that an election be "in writing" or meet electronic media criteria and shall designate procedures reasonably calculated to satisfy such requirements.

(h) To determine all questions relating to eligibility, benefits and other rights of employees, participants and beneficiaries under the Plan, and to certify such eligibility, benefits and other rights to any other fiduciaries.

(i) To administer the claims and appeals review process under the Plan in compliance with applicable laws.

(j) To interpret the provisions of the Plan. The Committee shall, in its sole and complete discretion, be the sole judge of the standard of proof required in any case and the application and interpretation of the Plan, and decisions of the Committee shall be final and binding on all parties. All questions or controversies of whatsoever character arising in any

manner or between any parties or persons in connection with the Plan or their operation, whether as to any claim for benefits as to the construction of the language of the Plan or any rules and regulations adopted by the Committee, or as to any writing, decision, instrument or account in connection with the operation of the Plan, shall be submitted to the Committee (or to an agent of the Committee) for decision. Any decision by the Committee on review of a denied claim shall be binding on all persons dealing with the Plan or claiming any benefit hereunder.

(k) To authorize and direct all payments made under the Plan and to determine whether to pay reasonable administrative expenses with assets, to the extent permitted by the terms of such Plan.

(l) To determine the validity of, and take appropriate action with respect to, any qualified domestic relations order received by it with respect to the Plan.

(m) To perform due diligence, as necessary and appropriate, with respect to transactions involving the Plan.

(n) To delegate or employ agents, advisors and counsel (who may also be persons employed by the Company), direct them to exercise the powers of the Committee and monitor their continued performance and, as the Committee deems appropriate, terminate the services of such agents, advisers and counsel.

(o) To amend the Plan, including as required to comply with applicable laws, where such amendments do not materially increase the cost of the Plan to the Company.

(p) The Investment Committee authorizes the Plan's third-party administrator to vote on behalf of the Plan, in accordance with the Plan's Trust Agreement.

(q) Additional Powers and Duties. The Committee shall have such other duties and responsibilities as the Company may from time to time delegate to it, subject to any restrictions on such authority as may be imposed by applicable law or regulation or the limited liability company agreement of the Company.

The Committee shall have, except as otherwise provided herein or as otherwise required by law, all powers necessary to carry out the provisions of the Plan.

3.3 Delegation. Any power delegated to the Committee pursuant to this Charter may be delegated or allocated by the Committee to another employee or agent of the Company, including any person who is a member of the Committee. To the extent that the Company designates any other person or entity to serve as a fiduciary under the Plan, such other person or entity also shall be deemed to be a "named fiduciary" to the extent of their fiduciary responsibility.

To the extent that there shall be more than one named fiduciary of the Plan, it is the intention of the Company and the Committee to allocate to each named fiduciary the individual responsibility for the prudent execution of the functions assigned to him/her, and none of such responsibilities or any other responsibility shall be shared by two or more of such named fiduciaries unless such sharing shall be provided by a specific provision of the Plan, other governing instrument, or resolution assigning such responsibility to follow the directions of another fiduciary. The two named fiduciaries shall not be deemed to have been assigned a shared responsibility, but

the responsibility of the named fiduciary giving the directions shall be deemed his/her sole responsibility, and the responsibility of the named fiduciary receiving such directions shall be to follow them insofar as such directions are on their face proper under applicable law.

**ARTICLE 4. MEETINGS**

4.1 Meetings. The Committee shall from time to time hold whatever meetings it deems necessary for the proper performance of its duties, but not less frequently than annually. Such meetings shall be convened by the Chair and may be conducted in person, by telephone, by video conferencing or such similar means by which all members in attendance can communicate with each other simultaneously. Any member may request of the Chair that a meeting be convened and, in the event the Chair refuses, a majority of the members of the Committee may convene a meeting and transact any necessary business.

4.2 Action without a Meeting. The Committee may also act without a meeting if all members of the Committee consent to such action in writing and the writing is filed with the minutes of proceedings of the Committee. Any member of the Committee may initiate such a writing. The memorandum shall be retained with the records of the Committee.

4.3 Action by Meeting; Quorum; Voting. A majority of the number of members of the Committee shall constitute a quorum at all meetings of the Committee, and the vote of a majority of the members present at a reasonably convened meeting at which a quorum is present shall be the act of the Committee. Any member dissenting with respect to such action shall have the right to have such dissent and the reasons therefore recorded in the minutes and retained with the records of the Committee. A dissenting member may also furnish the Chair of the Committee, in writing, the dissent and reasons therefore and such materials shall be retained with the minutes and records of the Committee. In the event of a tie vote (including a tie vote on a motion which would fail for lack of a majority), the Chair shall have a second vote that shall be controlling.

4.4 Minutes of Meetings, Actions. The Committee shall maintain or cause to be maintained regular minutes of each meeting, and such other records and accounts as shall be necessary or appropriate. The Committee shall issue a report of its activities to the officers of the Company when required or requested by such officers.

4.5 Procedural Rules. The Committee may adopt such procedural rules as it may deem necessary or appropriate, provided that such rules may not expand or contract the Committee's authority or otherwise be inconsistent with this Charter, the certificate of incorporation or bylaws of the Company or applicable law.

**ARTICLE 5. REPORTS**

5.1 Committee Reports. The Committee shall report to the Company's officers as needed or requested regarding the operation of the Plan and any significant problems encountered and recommended changes.

5.2 Reliance on Reports. The Committee may rely on any certificate, statement, report or other representation made on behalf of the Company, which the Committee believes in good faith to be genuine and on any certificate, statement, report or other representation made to it by any agent, attorney, accountant or other expert retained by the Committee or the Company in connection

with the operation and administration of the Plan.

#### **ARTICLE 6. EXECUTION OF INSTRUMENTS**

The members of the Committee shall have the power to execute and deliver on behalf of and in the name of the Committee any instruments relating to the administration of the Plan, including instruments requiring the signature of an officer of the Company with respect to the Plan, except as otherwise provided in this Charter or when the execution and delivery of the instrument shall be expressly delegated by the Company to some other officer, agent or committee of the Company.

#### **ARTICLE 7. INDEMNITY & INSURANCE**

The Company shall indemnify and hold harmless each member of the Committee from and against any and all liability, loss, costs, charges, expenses, claims and demands of every kind and character arising out of, or in any way resulting from, the acts, omissions or conduct of any such person in the management, operation and administration of the Plan which any of them may suffer, incur or sustain, except that the Company shall not indemnify and hold harmless any such person, who, with respect to such acts, omissions or conduct, is guilty of gross negligence or willful misconduct.

In addition, the Plan, the Company or any employer participating in the Plan may purchase fiduciary liability insurance for the Committee and its members; provided, however, that if such fiduciary liability insurance is purchased by the Plan such insurance shall, permit recourse by the insurer against the fiduciary in case of a breach of fiduciary obligations by such fiduciary.

#### **ARTICLE 8. AMENDMENTS**

The Company shall have the right, at any time and from time to time, to modify, alter, or amend this Charter, in whole or in part, provided any such amendment shall be consistent with the terms of the Plan.

#### **ARTICLE 9. CONFLICTS OF INTEREST**

If the Committee is considering whether to offer or continue to offer for participant-directed investment an investment option with respect to which a Committee member (the "Interested Person") has, directly or through an affiliate, a significant or material financial relationship, this relationship (the "Conflict of Interest") must be disclosed to the Committee.

After disclosure of the Conflict of Interest and all material facts to the Committee, and after the Interested Person responds to any questions that the Committee may have, the Interested Person shall be recused from the Committee meeting while selection and monitoring of the fund is discussed and voted upon. An Interested Person may not vote on the issue to which the Conflict of Interest relates, but may be counted in determining the presence of a quorum for purposes of the vote. An Interested Person shall not influence any decision of the Committee.

**[OPTIONAL IF YOU WANT MEMBERS TO FORMALLY ACCEPT APPOINTMENT]**  
**ACCEPTANCE OF APPOINTMENT AND ACKNOWLEDGEMENT OF FIDUCIARY STATUS**

I, \_\_\_\_\_, hereby accept my appointment by Kaweah Delta Health Care District (the "Company") as a member of the Company's Committee for the Kaweah Delta Health Care District Employees' Retirement Plan and acknowledge that I am a named fiduciary under such Plan and agree to act in such capacity in accordance with applicable laws and the Charter of the Committee, as amended from time to time.

I acknowledge that I have been apprised of my individual and co-fiduciary liabilities and obligations in such capacity and my rights and obligations under the Charter of the Committee and the Plan.

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

## EMPLOYEE MEMORIAL PLAQUE

In memory of our cherished colleagues who faithfully served Kaweah Delta. Their dedication, passion, and positivity have left an unforgettable impact on our organization. Time will never erase the work they accomplished here and the lives they positively affected. Like running water through the creek, their memory flows through our hearts and minds, helping us nourish the people we serve each day. We thank them for their friendship, and their legacy lives on.

**Name of Employee**  
**Job Title**  
**Department**  
**Years of Service**  
**Start Date – Term Date**