

BYLAWS OF THE
MUNICIPALITIES COLLEGES SCHOOLS INSURANCE GROUP

ARTICLE 1
PURPOSE

For the regulation of the Municipalities Colleges Schools Insurance Group except as otherwise provided by statute or Agreement creating the Municipalities Colleges Schools Insurance Group.

ARTICLE 2
DEFINITIONS

The terms in these Bylaws shall be defined in the Agreement creating the Municipalities Colleges Schools Insurance Group, unless otherwise specified herein.

ARTICLE 3
OFFICES

The principal executive office for the transaction of business of the JPA is hereby fixed and located at:

Municipalities Colleges Schools Insurance Group
76 Stephanie Drive
Salinas, CA 93901

The Board shall have the authority to change the location of the principal executive office from time to time. Any such change shall be noted in the Bylaws and this section shall be amended to state the new location. Official notice shall comply with Section 53051 of the California Government Code.

Other business offices may at any time be established by the Board at any place or places where the JPA is qualified to do business.

ARTICLE 4
BOARD MEETINGS

4.1 In addition to required regular meetings as provided for in the Joint Powers Agency Agreement, the Board may conduct special meetings on an as-needed basis, as determined by the President, a majority of the members of the Board, the Executive Committee or the Executive Director of the JPA. Written notice of each special meeting shall be faxed, electronically sent or mailed via U.S. Postal Service to each board member at least three (3) days in advance of the meeting. The notice shall specify the place, date and hour of the meeting and the matter and general nature of items which are intended to be presented for action by the Board.

4.2 Annually, no later than its September meeting, the Board shall adopt the annual self-funded contribution amounts for the succeeding calendar year. Annually, no later than its June meeting, the Board shall adopt the operating budget of the JPA for the succeeding fiscal year. At any of its

meetings the Board may transact any other business within its powers, and receive reports of the operations and affairs of the JPA.

4.3 Each November the Executive Committee shall adopt a calendar of regular meetings for the subsequent twelve months. Each November, the Board shall elect Executive Committee members pursuant to Article 5 and the Executive Committee shall elect officers pursuant to Article 7.

4.4 Written notice of each regular meeting of the Board shall be FAXED, electronically transmitted or mailed via U.S. Postal Service to each board member at least three (3) days in advance of the meeting. The notice shall specify the place, date and hour of the meeting and the matter and general nature of items which are intended to be presented for action by the Board.

4.4 Official minutes of the Board meetings shall be kept by the JPA at its principal executive office.

4.5 Any regular or special meeting of the Board may be adjourned to a specific time and place specified in the order of adjournment. In a meeting so adjourned, action may be taken only on those items on the original agenda. A copy of the order for adjournment shall be posted as required by Section 54955 of the Government Code. No other notice of adjourned meeting shall be necessary unless the adjournment is for a period of 30 days or more in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

ARTICLE 5 COMPOSITION AND DUTIES OF COMMITTEES

5.1 The Board of Directors and/or the Executive Committee may appoint and dissolve working committees from its membership.

5.2. The Board of Directors shall elect an Executive Committee as hereinafter provided.

5.2.1. The Board of Directors shall elect from its members an Executive Committee of eight (8) members as follows:

5.2.1.a. Two (2) designated member entity representatives who are not members of any employee bargaining organization and two (2) representatives of employee bargaining organizations or designated representatives who are members of employee bargaining organizations shall be elected to the Executive Committee by the Board of Directors for terms of office commencing in even-numbered years.

5.2.1.b. Two (2) designated member entity representatives who are not members of any employee bargaining organization and two (2) representatives of employee bargaining organizations or designated representatives who are members of employee bargaining organizations shall be elected to the Executive Committee by the Board of Directors for terms of office commencing in odd-numbered years.

5.2.2. Terms of office shall be of two (2) years' duration commencing at December 1 of each fiscal year.

5.2.3. The Board of Directors may remove any members from the Executive Committee at any time, with or without cause, by two-thirds vote of the members of the Board of Directors. Continued membership of any Executive Committee member who misses more than 50% of the meetings in any calendar year or who miss two consecutive meetings due to unexcused absence, shall be reviewed by the Board.

5.2.4. A vacancy in any position on the Executive Committee shall be promptly filled by election of the Board. An Executive Committee member so elected shall serve out the remaining portion of the unexpired term of the vacant position.

5.2.5. The Executive Committee shall be responsible for the ongoing operations of the JPA and is hereby empowered to implement and enforce rules, regulations, and procedures as the Board of Directors or Executive Committee may adopt and to enter into any lawful agreement necessary to carry out such responsibilities.

5.2.6. The Executive Committee shall perform such duties and have such power and authority not specifically reserved for the Board.

5.2.7. The Executive Committee may conduct regular, adjourned regular, special and adjourned special meetings. The date, time and place upon which such regular meetings shall be held shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Executive Committee and filed with each member of the JPA.

5.2.8. The presence of a majority of the members of the Executive Committee shall constitute a quorum except that less than a quorum may adjourn. An affirmative vote of five (5) members of the Executive Committee shall be necessary to constitute action and to transact business. Executive Committee members may only vote in person or by telephone at a properly noticed telephonic meeting.

5.2.9. All meetings of the Executive Committee shall be called, held, and conducted in accordance with the provision of the Ralph B. Brown Act, Sections 45950 et seq., of the California Government Code, as said Act may be amended by subsequent legislation and augmented by rules of the Executive Committee not inconsistent therewith. Except as otherwise provided or permitted by law, all meetings of the Executive Committee shall cause minutes of its meetings to be kept, and shall promptly transmit to the members of the Executive Committee and to each member of the JPA a true and correct copy of such minutes.

5.2.10. The Executive Committee may appoint and dissolve the following standing committees as hereinafter provided.

5.2.10.a. The Executive Committee may select, by concurrence, Advisory Committee members from among the membership and participants to serve at the pleasure of the President. The Advisory Committee shall be advisory to the Executive Committee and shall meet as necessary

to review and discuss program issues as delegated by either the Full Board or the Executive Committee. The Advisory Committee shall meet upon the call of the President or Executive Director as needed.

5.2.10.b The Executive Committee may select, by concurrence, Finance Committee members from among the membership and participants to serve at the pleasure of the President. The Finance Committee shall be advisory to the Executive Committee and shall meet as necessary to review and discuss financial related issues as determined by either the President or the Executive Director of the JPA. The Finance Committee shall meet upon the call of the President or Executive Director as needed.

5.2.10.c The Executive Committee may select, by concurrence, Appeals Committee members from among the membership and participants to serve at the pleasure of the President. The Appeals Committee shall review, discuss and adjudicate eligibility disputes. The Appeals Committee shall meet upon the call of the President or Executive Director as needed. All meetings of the Appeals Committee shall be called, held, and conducted in accordance with the provisions of the Ralph B. Brown Act, Sections 45950 et seq., of the California Government code, as said Act may be amended by subsequent legislation and augmented by rules of the Executive Committee not inconsistent therewith. Except as otherwise provided or permitted by law, all meetings of the Appeals Committee shall cause minutes of its meetings to be kept and shall promptly transit to the members of the Appeals Committee and to each member of the JPA a true and correct copy of such minutes.

5.2.10.d The Executive Committee may select, by concurrence, Governance Committee members from among the membership and participants to serve at the pleasure of the President. The Governance Committee shall be advisory to the Executive Committee and shall meet as necessary to review and discuss governance issues or Member JPA Agreement or Bylaws issues as delegated by either the Full Board or the Executive Committee. The Governance Committee shall meet upon the call of the President or Executive Director as needed.

5.2.11 The Executive Committee may appoint and dissolve ad-hoc committees or task forces as necessary.

5.3. The Board and the Executive Committee shall, at their annual November meeting adopt a calendar of Board and Executive Committee meetings.

ARTICLE 6 OFFICERS AND DUTIES OF OFFICERS

6.1 The Officers of the JPA shall be members of, and elected by the Executive Committee. The principal officers shall be a President, a Vice-President, and a Treasurer and shall each serve an annual term of office commencing on December 1 of each fiscal year. Any person elected as an officer may be removed at any time, with or without cause by the Executive Committee, and all vacancies however arising may be filled at any time by the affirmative vote of a majority of the Executive Committee as prescribed in Article 7. A person so elected shall serve the remaining portion of the unexpired term.

6.1.1. The President shall ensure that all orders and resolutions of the Board of Directors and Executive Committee are carried into effect. The President shall be a member of all committees appointed by the Executive Committee or by the Board of Directors. The President shall provide strategic leadership on the development of strategies, policies and plans to discharge the JPA's purposes, monitor the performance of the JPA to ensure it meets its strategic goals and objectives; preside over, manage and conduct all meetings of the Board of Directors so as to keep meetings moving, garner input from all Board members, push for decisions and recognize opportunities for individual or committee assignments; confer with the Executive Director regarding meeting agendas, provide guidance to the Executive Director, appoint ad-hoc committees, cast the deciding vote in the case of a tie, act as signing officer for the JPA and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors.

6.1.2. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President. The Vice President shall attend meetings and assist the President in carrying out his/her responsibilities. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.

6.1.3. The Treasurer shall be the chief financial officer of the JPA and shall assume the duties described in Section 6505.5 of the California Government Code, as follows:

- 6.1.3.a. Receive and receipt for all monies of the JPA and place it in the County Treasury to the credit of the JPA.
- 6.1.3.b. Be responsible for the safekeeping and disbursement of all money of the JPA held by him/her.
- 6.1.3.c. Pay, when due, out of money of the JPA so held by him/her, all sums payable by the JPA only upon warrants authorized by him/her and drawn by the Monterey County Superintendent of Schools, or his authorized representative.
- 6.1.3.d. Verify and report in writing at the end of each quarter of the fiscal year to the Board of Directors of the JPA receipts since the last report, and the amount paid out since the last report.

The Treasurer may delegate the functions prescribed above to any person employed or retained by the JPA for such purpose.

6.1.4. The Treasurer shall work closely with the Executive Director to ensure responsible financial management, proper administration of MCSIG's financial affairs, and the availability of accurate and timely financial information for organizational decision-making; stay abreast of the organization's fiscal situation and assist the Executive Director as necessary in providing financial reports to the Board; provide ongoing support and advice to the Executive Director on fiscal matters as needed and requested; provide fiscal representation for the Board –

sign documents, open bank accounts and perform other financial duties as an agent of the organization; review the annual audit and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or the President.

ARTICLE 7 ELECTION OF OFFICERS

7.1 The Executive Committee shall elect, in November of each year, the officers from among the Committee members. For each election year, the officers shall be elected in the following manner:

7.1.1 Each Committee member may place another Committee member in nomination for each office.

7.1.2. Each Committee member shall cast one vote for the candidate of his/her choice for each office.

7.1.3. All terms of office shall be for one year. The officers shall begin serving terms on December 1 immediately following the election. The terms of office shall end on November 30 of each year.

7.1.4. Elections shall be held whenever there is an officer vacancy.

7.1.5. Officers shall hold their positions as individuals and not as a representative of a specific public entity.

ARTICLE 8 NEW MEMBERS

Evaluation for new membership into MCSIG shall substantially be as follows:

8.1 REQUESTS FOR MCSIG MEMBERSHIP INFORMATION AND PROPOSALS

The Executive Director is authorized to respond to requests for information or proposals concerning MCSIG and its programs, processes and procedures, including the procedures for joining MCSIG. The Executive Director is authorized to engage resources necessary to fully and formally respond regarding all aspects of an entity's potential membership in MCSIG.

8.2 FORMAL REQUESTS FOR MCSIG MEMBERSHIP

8.2.1 All requests from potential new member entities for MCSIG membership must be formalized in writing from the entity or their authorized agent and shall include the following:

- Designation of employee groups to be covered by MCSIG
- Designation of desired MCSIG coverage programs
- Desired effective date of coverage
- Acknowledgement of MCSIG's Minimum Medical Coverage Policy

- A statement affirming the entity will fully cooperate with MCSIG and/or its agents during the underwriting process

8.3 NEW MEMBERSHIP VOTE

8.3.1 Prior to any new membership vote the requesting entity must provide the Executive Director a resolution adopted by their governing body formally requesting membership.

8.3.2. Approval of new membership requires a majority vote of the entire Board.

8.4 NEW MEMBER BOARD REPRESENTATION

New member entities shall notify the Executive Director, within fourteen days of the membership vote, of the names and contact information for that entity's board representative and alternate.

ARTICLE 9 COVERAGE PROGRAMS

9.1 The health and welfare benefits program offered by the JPA may consist of any or all of the following:

9.1.1 Health benefits: Fully insured and/or self-funded medical, dental, vision or other health benefit plans with coverages as adopted by the Board and specified in the policy documents, benefits handbook and/or summary plan descriptions.

9.1.2 Welfare benefits: Fully insured and/or self-funded life insurance or other welfare benefit plans with coverages as adopted by the Board and specified in the policy documents, benefits handbook and/or summary plan descriptions.

9.1.3 Excess Coverage: The JPA shall purchase excess (stop-loss) insurance coverage on the self-funded medical plans as determined appropriate and approved by the Executive Committee.

9.2 Plan program years shall begin on January 1 and end on the following December 31. Should a member agency enter into a program after July 1, their initial program year shall be the balance of the current program year. Contributions shall be established annually effective January 1 pursuant to the provisions of Article 13.

9.3 As soon as practicable following the effective date of any self-funded plan, the Board of Directors shall cause to be made available to members a Summary Plan Description, an Evidence of Coverage or Plan Document, and other pertinent descriptions and documents relating to each member's benefit plan.

ARTICLE 10 COVERAGE GROUPS

10.1 Each public agency or public entity which becomes a party to this Agreement shall, at the time it applies for membership pursuant to Article 8, designate which Coverage Groups (including retirees) are to be covered by the health and welfare benefits offered by this joint powers agency. Such designation is subject to approval by the Board of Directors.

10.2 Any change in the designation of which employees shall be included within or excluded from a Coverage Group which has been previously approved for membership by the Board of Directors is subject to approval by the Board of Directors. Unless such change is disapproved by the Board of Directors or rescinded by the member agency as provided herein below, such change shall be effective at the end of the calendar year.

10.3 Any member agency desiring to change its designation of Coverage Groups to be covered by the health and welfare benefits offered by this joint powers agency shall notify the Executive Committee of the JPA in writing prior to June 30th preceding the effective date of the change.

10.3.1 Any member agency which has notified the Executive Committee of a change of designation of Coverage Group as provided herein may, with the consent of the Executive Committee, rescind such change by giving written notice to the Executive Committee no later than November 1st preceding the effective date of the change.

10.3.2 Any member agency which desires to rescind a change of designation after November 1st of the fiscal year of withdrawal shall present, prior to the end of the fiscal year, a written request to the Executive Committee setting forth the special circumstances which warrant allowing the requesting member agency or its late rescinding designated Coverage Group(s) to remain covered by the health and welfare benefits offered by this joint powers agency. The Executive Committee shall have the sole power to determine whether to consider the request and, if so considered, whether the request presents sufficient special circumstances to warrant approval. Approval of a request to rescind a withdrawal notice for any Coverage Group, as provided herein, shall be by not less than a two-thirds vote of the Executive Committee and shall be conditioned upon the requesting member agency's acceptance of financial terms set forth by the Executive Committee, and shall require a minimum three year commitment by the member agency to maintain coverage for the late rescinding designated Covered Group(s)' health and welfare benefits through this joint powers agency. The requesting member agency shall accept in writing the terms set forth by the Executive Committee prior to the end of the fiscal year or such earlier date as established by the Executive Committee. Following timely acceptance of continuation of coverage, failure by the requesting member agency to fulfill the minimum three years of additional continuous membership for its late rescinding designated Coverage Group(s) in the joint powers agency shall result in the loss of all membership rights, privileges, and share of assets, if any, without relief from any and all financial obligations owed by the member agency to the joint powers agency.

10.3.3 To the fullest extent practicable the provisions of Article 11 below relating to withdrawal or removal from membership shall be applicable to a member's Covered Group(s) for

whom a change in coverage designation has been made, except that no member who has made a change of coverage designation for any Coverage Group(s) shall be permitted to further change its coverage designation for such Coverage Group(s) for a period of two (2) years from the effective date of such change. In addition, the Board of Directors may establish conditions and may require a contribution to reserves for any Coverage Group(s) for whom a member adds coverage as provided herein.

ARTICLE 11 WITHDRAWAL OR REMOVAL FROM MEMBERSHIP

11.1 A member may be involuntarily terminated from the JPA at any time upon recommendation of the Executive Committee and a vote of two-thirds (2/3) of the members of the Board of Directors taken only after notice and a public hearing. Involuntary termination shall have the effect of eliminating the member as a signatory of the Joint Powers Agreement and as a member of the JPA. Such termination shall be effective on December 31 or on such other date recommended by the Executive Committee and shall be preceded by not less than ninety (90) days written notice of termination. Should a member be involuntarily terminated, liability and accounts shall be established pursuant this section as though the member were voluntarily withdrawing. Grounds for involuntary termination include, but are not limited to, the following:

- 11.1.1 Failure or refusal to pay contributions or assessments to the JPA as provided in the JPA Agreement.
- 11.1.2 Failure or refusal to abide by the JPA Agreement, the Bylaws and all policies and procedures as may be adopted or revised by the Board and Executive Committee from time to time.
- 11.1.3 Submission of two or more consecutive intent to withdraw notices for the same coverage group.

11.2 Upon Member withdrawal or removal from JPA membership, or upon removal of employee groups as provided in Section 10 from coverage by the health and welfare benefits offered by this joint powers agency:

11.2.1 All participants (including all active, retired and COBRA participants) associated with a withdrawing or removed entity or a removed employee group will be automatically disenrolled from the applicable program(s) as of midnight Pacific time on the effective date of withdrawal.

11.2.2 Claims for services for previously covered participants (including incurred but not paid and incurred but not reported claims) incurred before or on the date of withdrawal or removal shall be processed in accordance with the applicable benefit handbook.

11.2.3 Withdrawing or removed members or removed employee groups are responsible for the payment of their share of premiums and expenses (including incurred but not paid expenses) due for all months of participation including the month of termination.

11.2.4 Withdrawing or removed Members or removed employee groups shall provide the JPA with a written, signed release from all liability for claims for services incurred after the date of withdrawal.

11.2.5 Nothing in the foregoing shall preclude the JPA and the withdrawing member from negotiating an agreement to resolve any or all of the details of withdrawal which differ from the foregoing provisions but which are mutually agreeable to both parties in accordance with existing law.

11.2.6 No withdrawing or removed member or removed employee groups shall be entitled to any share of, or credit or payment for, any amount of the JPA's reserves, cash balance, undesignated cash or any JPA assets except as may be specifically provided in the JPA Agreement and Board adopted policies.

ARTICLE 12 COVERAGE ELIGIBILITY

12.1 Eligibility rules applicable to employee participation in the coverage plans provided by the JPA shall be determined by each member entity subject to the eligibility provisions stated in the applicable program's summary plan description. Each member entity is responsible for providing and updating the JPA with their written eligibility rules.

12.1.2 Member entities shall abide by their written eligibility rules. The JPA may conduct eligibility audits as determined necessary to ensure compliance.

12.2 Participants who retire from employment with a member entity may elect to continue to participate in the plan(s) subject to the following:

- The participant retires under the Member's retirement rules;
- The participant retires with the plan(s) and covered dependent(s) selected at the time of their retirement subject to the selected plan(s) being offered to the retiree's former employee group by the member entity;
- Retirees may move to 'lower' plan options at any time subject to the selected plan(s) being offered to the retiree's former employee group by the member entity;
- Retirees may move to 'higher' plan options effective January 1 of any calendar year subject to the selected plan(s) being offered to the retiree's former employee group by the member entity;
- Retirees may not add any dependents onto the plan(s) after retirement unless required by law; and
- Retirees who drop dependent coverage or drop plan(s) after retirement may not reinstate coverage unless required by law.

ARTICLE 13 SETTING PREMIUMS AND CONTRIBUTIONS

13.1 Premiums for fully insured plans will be negotiated by the Executive Director and presented to the Board for adoption.

13.2 Contributions for self-funded plans will be determined substantially as follows:

13.2.1 The Executive Committee will review actuarial analyses of projected contribution rates and make contribution rate recommendations to the Full Board annually no later than September. The Full Board shall adopt contribution rates for the self-funded plans no later than September for contribution rates effective January 1.

13.2.2. The actuarial analyses of projected contribution rates will include the costs and credits associated with claims, IBNR and IBNP claims, plan design changes, medical trend and all applicable overhead amounts.

ARTICLE 14 AMENDMENTS

14.1 These bylaws may be amended by a two-thirds vote of the members of the Board provided that any amendment is compatible with the purposes of the JPA, is not in conflict with the JPA Agreement and has been submitted to the Board at least 30 days in advance.

14.2 Amendments so adopted shall be effective immediately unless otherwise designated.

ARTICLE 15 DELEGATION OF AUTHORITY

15.1 As provided in Article 8.5 of the JPA Agreement, the Board of Directors may adopt such resolutions as are deemed necessary in the exercise of its power and duties, including the delegation of certain powers and duties to the Executive Committee. Any resolutions so adopted by the Board are by this reference incorporated herein as though fully set forth.

15.2 As also provided in Article 8.5 of the JPA Agreement, the Board of Directors is vested with authority to exercise all powers and conduct all business of the JPA. In furtherance of that authority, the Board of Directors and the Executive Committee shall develop and implement such policies and procedures, not otherwise prohibited by the Agreement or law, as they from time to time deem necessary to aid and assist in the conduct of the business of the JPA. Any such policies and procedures as adopted are by this reference incorporated herein as though fully set forth.

15.3. The Board of Directors or the Executive Committee may authorize any officer, staff member or agent of the JPA to execute any contract in the name of and on behalf of the JPA, and such authorization may be general or specific in nature. The Executive Director, or his or her designee, may enter into such contracts and authorize such payments as are approved in the JPA's budget, renew any existing contract or authorize any payment which does not exceed \$14,999.00. Except as otherwise provided herein, no officer, staff member or agency shall have any power to bind the JPA by contract.

15.4. All invoices, billings, deposits, premiums and funding of imprest accounts for payment of self-funded losses under the JPA programs shall be approved and signed by the Executive Director.

ARTICLE 16 EXECUTIVE DIRECTOR

The Executive Committee may provide for the hiring of an Executive Director. The Executive Director shall be the JPA chief executive officer and under the general direction of the Executive Committee shall have general supervision and direction of the business of the JPA and shall plan, organize and direct the program and activities of the JPA. The Executive Director shall be under the direct supervision of the President of the Executive Committee and in the President's absence the Vice President of the Executive Committee. Subject to any budgetary limits and policies adopted by the Board of Directors and/or the Executive Committee, the Executive Director shall:

- Be responsible for the selection, appointment and removal all staff members.
- Sign contracts on behalf of the organization, subject to 15.3 above, and perform any other functions inherent in the position.
- Supervise the JPA's financial activities including budgeting, accounting, cost analysis and contracts; prepare a proposed annual budget for consideration by the Board of Directors covering all program and services provided by the JPA.
- Plan, develop, recommend and enforce all policies, regulations and operational procedures benefiting the JPA.
- Orient, coordinate, supervise and evaluate personnel and agencies employed or contracted by the JPA.
- The Executive Director shall be an ex-officio member of all committees and serve as a resource to all committees and sub-committees of the JPA.
- Negotiate and make recommendations to the Executive Committee on all contracts necessary for the efficient operation of the JPA.
- Consult with legal counsel and claims administrators.
- Procure and maintain all insurance policies necessary for the protection of the financial assets of the JPA as well as the personnel involved with the JPA.
- Supervise claims administration.
- Prepare all agendas, minutes and other mailings for members and attend all Executive Committee and Board of Director meetings.
- Serve as spokesperson for the JPA to member entities, governing boards and industry contacts.
- Perform any other administrative functions required to assist the Executive Committee and/or Board of Directors in the ongoing operation of the JPA.

ARTICLE 17 OTHER SERVICES PROVIDED BY THE JPA

17.1 The JPA may be staffed internally as determined appropriate by the Executive Director and approved by the Executive Committee.

17.2 Other services to be provided to the member entities and participants by the JPA include customer service, eligibility and enrollment, wellness, regulatory compliance (HIPAA, COBRA, Medicare, etc.) and Medicare compatibility and any other services as determined appropriate, and as approved by, the Board.

17.3 All costs to provide the programs and services provided in these Bylaws shall be incorporated into and made a part of the adopted annual operating budget.

17.4 The Board of Directors shall determine the manner in which health and welfare claims shall be processed. Such processing shall conform to all provisions of law now in effect or later enacted.

CERTIFICATE OF EXECUTIVE DIRECTOR

I, the undersigned, certify that I am presently the Executive Director of the Municipalities Colleges Schools Insurance Group and that the above Bylaws, consisting of 13 pages, are adopted Bylaws of the JPA, as adopted at a meeting of the Board of Directors held on June 16th, 2020.

Date: June 30, 2020

Executed at Salinas, CA this 30th day of June, 2020.

A handwritten signature in black ink, appearing to read "Michael B. Larsen", written over a horizontal line.

Michael B. Larsen
Executive Director