

MOHAVE COUNTY EMPLOYEE BENEFIT TRUST

AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST

Effective:
July 1, 1990

Amended and Restated:
February 23, 2023

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THIS AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST (hereinafter referred to as "Trust Agreement" or "Agreement"), is made and entered into February 21, 2023, between Mohave County, Arizona, (hereinafter the "County") and the Trustees (hereinafter the "Trustees") of the Mohave County Employee Benefit Trust (hereinafter "MCEBT" or "Trust") to administer the MCEBT as provided for herein.

RECITALS

WHEREAS, The County provides certain benefits to certain eligible employees and elected officials of the County and their dependents; and

WHEREAS, The County, under the authority granted pursuant to A.R.S. § 11-981 wishes to create a partially self-insured employee benefits trust to provide and administer its benefit program; and

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

ARTICLE I. DEFINITIONS

1.01 "Beneficiary" or "Beneficiaries" shall mean County employees and officers, their dependents and such other persons designated by the County as eligible for coverage hereunder and approved by the Trustees.

1.02 "Benefits Administrator" shall mean the person(s), or firm appointed by the Trustees who is responsible for processing of claims and payment of benefits, and related services.

1.03 "Employee" or "Employees" shall mean any person(s) employed by the County, in a benefits eligible position which is budgeted to work not less than the minimum number of hours required by the County and a County officer/County officers as provided under applicable federal or state law for eligibility.

1.04 "Employee Benefit Program" shall mean the program of benefits to be established by the Trustees pursuant to this Declaration of Trust.

1.05 "Employee Contributions" shall mean any contributions made by Employees whether comprising part of the Entity Premium or whether made directly to the Fund in order to obtain coverage by the Employee Benefit Program.

1.06 "Employer Contributions" shall mean the contributions made by the County, comprising all or part of the Entity Premium.

1.07 "Entity Premium" shall mean the total premiums paid by the County to the Fund for the Employee Benefit Program, and shall be comprised of the sum of Employer Contributions and Employee Contributions.

1.08 "Fund" shall mean the Trust Fund created by this instrument, and shall mean generally, the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses and purposes of the Trust, set forth therein, and those things of value which comprise the corpus and additions to the fund.

1.09 "County" shall mean Mohave County.

1.10 "Plan Document" shall mean the document devised by the Trustees setting forth the health and welfare benefits to be provided by the Trust to the Beneficiaries.

1.11 "Trust Agreement" shall mean this Agreement and Declaration of Trust and any modifications or amendments thereto.

1.12 "Trustees" shall mean the Trustees and their successors as provided for in this Trust Agreement.

ARTICLE II. PURPOSE OF TRUST AND APPLICATION OF THE FUND

2.01 Name of Trust. The name of this Trust is and shall be the Mohave County Employee Benefit Trust.

2.02 Creation of Trust Fund. There is hereby declared and created the Mohave County Employee Benefit Trust to provide benefits for the Beneficiaries of the Trust. Such benefits may include, but are not limited to: Life, Accidental Death and Dismemberment, Short or Long Term Disability, Basic and Major Medical, Dental and Vision coverages and any other legally authorized benefits as determined by the Trustees for Beneficiaries whether through self-funded or insured programs or both.

2.02(A) This Amended and Restated Trust Agreement replaces and supersedes all previous benefit trusts created by the County.

2.03. Appropriation of Funds. The County intends to establish self-insurance retention programs and shall place all funds into the Trust Fund and shall appropriate all funds required in the Trust for the purposes specified herein in amounts approved by the County's Board of Supervisors and in conformance with A.R.S. § 11-981(B).

2.04. Reservation of Authority. Nothing contained herein shall modify or restrict the legal obligations of the County to administer and operate appropriate self-insurance programs for the County as those programs shall be modified from time to time hereafter by the County.

2.05. Principal Office. The Trust shall have its principal office in the City of Kingman; State of Arizona (hereinafter designated and referred to as Principal Office).

ARTICLE III. BOARD OF TRUSTEES

3.01 Trustees. The Employee Benefit Program shall be operated and administered by the Board of Trustees for the benefit of the Beneficiaries. The Trustees shall be selected by the County Board of Supervisors as provided herein and may resign by submitting a written letter of resignation to the Chairperson, or be removed, for any reason, at any time by a majority vote of the County Board of Supervisors.

3.02 Membership and Appointment. The County Board of Supervisors shall appoint seven (7) Trustees to oversee the management and affairs of the Trust as provided for herein. The Trustees shall be comprised of residents of the County, not more than one (1) of whom may be an employee of the County. Further, not more than one (1) Trustee may be a Supervisor of the County Board of Supervisors. The County Manager or County Administrator shall always serve as one (1) of the seven (7) Trustees. A Supervisor of the County Board of Supervisors shall always serve as one (1) of the seven (7) Trustees. Each Supervisorial district of Mohave County shall be allotted one (1) Trustee appointment, with the Trustee to be nominated by the Supervisor currently holding office in that district and subject to ratification by the County Board of Supervisors via majority vote. All nominations are subject to applicable provisions of A.R.S §11-981.

3.03 Votes. Each Trustee shall be entitled to cast one vote in matters requiring a vote of the Board of Trustees.

3.04 Terms of Office. Following appointment, Trustees shall serve until such time as they resign, cease to be eligible to serve as a Trustee or are removed or replaced by the County Board of Supervisors. In the event that a Trustee resigns, ceases to be eligible to serve as a Trustee or is removed or replaced by the County, the position shall be deemed vacant and a new Trustee shall be designated by the County and appointed as specified in this Agreement. Trustees are permitted to continue service after their nominating Supervisor is no longer in office, but the Trustee's term of office may be terminated and replaced with a new Trustee by the newly appointed or elected Supervisor and a majority vote of the County Board of Supervisors.

ARTICLE IV. POWERS AND DUTIES OF TRUSTEES

4.01 Appointment of Trustees. The Trust shall be administered by a Board of Trustees who shall be selected and shall serve as provided in Article III of this Trust Agreement.

4.02 Trustees' Acceptance. The Trustees named in the preceding Section, by their signatures to this Agreement or by appointment and acceptance of the Office, hereby accept the Trust and Trusteeship and declare that they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. Trustees shall faithfully

keep and hold any and all monies they receive as Trustees for the purposes of the Trust and keep adequate and proper records thereof.

4.03 Duties of Trustees. The Trustees shall:

(a) hold, manage, care for and keep the Fund for the benefit of the Beneficiaries and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned.

(b) employ or hire such agents, attorneys, accountants, actuaries, employees or other persons and shall purchase, lease or rent real or personal property as may be necessary or desirable in administering the Fund and carrying out its purposes. Agreements for such expenditures shall be in writing and formally approved by the Trustees. Fees, salaries, wages, emoluments or compensation of any and all such persons and other such expenses shall be paid from the Fund. To the extent that their actions do not constitute willful misconduct, bad faith or gross negligence, Trustees shall be relieved of all responsibility for Trust acts performed or not performed when relying upon the advice of legal counsel.

(c) pay any and all taxes of whatever nature the Fund is, or may be, obligated to pay and incur any expenses for supplies, rental of space, or other items, or anything else determined to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement.

(d) establish terms and conditions of coverage within the Plan Document including the exclusions of coverage.

(e) ensure that all claims are paid promptly.

(f) take all necessary precautions to safeguard the assets of the Trust.

(g) shall within sixty (60) days following the close of each fiscal year of the County, cause a report to be filed with the County's Board of Supervisors to contain a summary and account of the operation of the Trust during the prior fiscal year. The report shall include, but need not be limited to, the amount of monies held in the Fund as of the date of the report; reserves maintained by the Trust; the value of all investments held in the Fund as of the date of the report; a schedule of receipts and disbursements of funds and other material transactions affected by such receipts and disbursements and a summary of pertinent matters pending as of the close of the fiscal year.

4.04 Authority of Trustees. In carrying out the purposes of the Trust Agreement, the Trustees shall have all right, power and authority to:

(a) enter into contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desired schedule of benefits.

(b) provide the intended benefits under this Trust by means of self-funding by the Trust and/or by the procurement of group insurance contracts (as permitted by the laws of the State of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided for under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees, the required insurance premiums in connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of self-funding or by the procurement of group insurance, such decision shall be at the sole and exclusive discretion of the Trustees.

(c) should the Trustees select or provide for any policy or program of self-funding, no claims for benefits or claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claims representatives, actuaries or other officials charged with the administration of such a program of self-funding, subject to the limitations upon such liability based on actions taken with advice of counsel as provided in Section 4.03 of this Agreement. In the event that submitted claims of employees exceed the funds available, the claims shall be paid in the order received.

(d) do all those things which, in the opinion of the Trustees, may be necessary or desirable for the administration, operation of, and accomplishment of the objectives and purposes of the Fund and this Trust and Trust Agreement.

4.05 Selection of Benefits. The Trustees may, subject to their discretion and the continuing right to change, obtain for the Beneficiaries of the Trust forms of employee benefits which include, but are not limited to, the following:

- (a) Long and short-term disability;
- (b) Dental Benefits;
- (c) Vision Benefits;
- (d) Life and Accidental Death and Dismemberment Insurance;
- (e) Medical and Prescription drug and other group health products customarily made available to employee groups;
- (f) Flexible Spending Accounts and Health Savings Accounts;
- (g) Employee Wellness Programs, Employee Assistance Programs, utilization review programs, claims management programs and other programs intended to improve Employee health, reduce costs to the Trust and Employees and otherwise control losses.

4.06 Deposits and Investments. All corpus or portion of the Fund not expended pursuant to this Article IV may be deposited by the Trustees in the name of the Trust in such depository or

depositories as the Trustees shall from time to time select, and any such deposit or deposits should bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits.

(a) If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments.

(b) The Trustees may accumulate dividends, experience rating refunds or other monies, if any, accruing from any insurance policy or policies, deposits or investments. Such dividends, refunds or other monies, or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums or held, used or applied as herein set forth.

(c) The Trustees may enter into financial services agreements with banks and may authorize the Trust to issue checks in its own name as required to further the purposes and objectives of the Trust.

4.07 Trustees' Expense Reimbursement. The Trustees shall receive reimbursement for actual reasonable expenses incurred in carrying out their duties pursuant to the Trust Agreement. Payments contemplated under this section include, but are not limited to reasonable travel, lodging, mileage and meal expenses and similar items provided that such expenses are approved and authorized in accordance with applicable County policies, practices and/or procedures.

4.08 Trustees' Compensation. The Trustees shall not receive compensation for services rendered pursuant to the Trust Agreement.

4.09 Presumption of Validity. No person dealing with the Trustees shall be obligated to see to the application of any monies or property of the Fund, or see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity of expediency of any act by the Trustees. Every instrument executed by the Trustees shall be conclusive in favor of every person who in good faith relies upon it that:

(a) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect;

(b) the instrument was executed in accordance with the terms and conditions of the Trust Agreement; and

(c) the Trustees were duly authorized to execute the instrument or direct its execution.

4.10 Withdrawals. All checks, drafts vouchers or other withdrawals from the fund or depositories and the transfer or liquidating of insurance policies of investments shall be signed by appropriate signators as determined by the Board of Trustees. All such withdrawals shall be reviewed and approved by vote of the Board of Trustees.

4.11 Administrative Disputes. In the event of any dispute between the Trustees and the Benefits Administrator or any other parties providing services to the Trust over exercise of powers granted herein, the Trustees' interpretation shall prevail and the service organization shall have no liability to any person with respect to the disputed act or omission in the event that it gives written notice of its dissent from such act or omission to each Trustee and to the County.

4.12 Selection of Chairperson. The Trustees shall elect from among themselves a Chairperson who shall preside at all meetings of the Trustees and who shall be empowered to perform ministerial duties of the Trustees as the Trustees may from time to time delegate to him/her. The Chairperson shall serve, and shall be elected by, the Trustees on an annual basis until and unless the Office of the Chairperson becomes vacant. In the event that the Office of the Chairperson becomes vacant, the Trustees shall elect from among themselves a new Chairperson to conclude the term of the Office within thirty (30) days of such vacancy. A Chairperson may serve multiple terms and on a consecutive basis, without being subject to term limits.

4.13 Selection of Vice-Chairperson. The Trustees shall elect from among themselves a Vice-Chairperson who shall, in the absence or incapacity of the Chairperson, preside at all meetings of the Trustees and who shall, when acting as Chairperson, be empowered to perform ministerial duties of the Trustees as the Trustees may from time to time delegate to him/her. The Vice-Chairperson shall serve, and shall be elected by, the Trustees on an annual basis until and unless the Office of the Vice-Chairperson becomes vacant. In the event that the Office of the Vice-Chairperson becomes vacant, the Trustees shall elect from among themselves a new Vice-Chairperson to conclude the term of the Office within thirty (30) days of such vacancy. A Vice-Chairperson may serve multiple terms and on a consecutive basis, without being subject to term limits.

4.14 Treasurer. The Chief Financial Officer of the County shall serve as Treasurer of the Trust. The Treasurer shall have oversight over all Trust funds and books and other financial records of the Trust. The Treasurer shall ensure that all investments of the Trust are in accord with applicable laws and regulations as well as the terms of this Trust Agreement, the Bylaws and other rules, policies but shall not be deemed a Trustee. The Treasurer shall make reports of the financial operations of the Trust when so directed by the Trustees.

4.15 Recording Secretary. The Board of Trustees shall from time to time designate a Recording Secretary of the Trust who shall keep minutes of all meetings, proceedings and acts of the Trustees, and perform other duties as directed by the Chairperson of the Board of Trustees. The Recording Secretary shall be selected and appointed in accordance with the policies and practices of the County Board of Supervisors as relates to such appointments. The Recording Secretary shall cause minutes and other meeting records to be made available at the Principal Office for inspection by the Trustees and other interested persons during usual business hours. Such record and minutes need not be verbatim. The Recording Secretary shall not be a Trustee.

4.16 Risk Management Consultant/Insurance Administrator. The Trustees shall designate a risk management consultant or insurance administrator. The designated consultant or administrator shall

be licensed pursuant to Title 20, Chapter 2, Article 3 or 9 of the Arizona Revised Statutes. Such licensing shall be verified by the County Board of Supervisors prior to any appointment pursuant to A.R.S. §11-981(B)(1). The risk management consultant/insurance administrator may be a natural person or corporation but shall not be an employee of Mohave County or a Trustee.

4.17 Trustees' Meetings. The Trustees shall determine the time and place of the regular meetings which shall be held not less than twice per calendar year. Special meetings may be called by the Chairperson or by a majority of the Trustees. Minutes of all meetings shall be taken by the Recording Secretary. Meetings shall be conducted in accordance with applicable laws, rules, or regulations. At least seven (7) days written notice designating the time and place of an annual, regular or special meeting shall be given to the Trustees. In the event of an emergency, a special meeting may be held with such lesser notice as may be appropriate and otherwise permissible by law. Any meeting at which a quorum of Trustees is present shall be a valid meeting. Trustees are permitted to attend any meeting by telephone or other electronic media.

4.18 Quorum Requirement. To constitute a quorum at any regular or special meeting of the Trustees, there must be present in person, electronic media, or telephonically at least a majority of the members of the Board of Trustees. A majority vote of the quorum of the Board of Trustees is necessary to pass and enact any actions of the Board.

4.19 Location of Meetings. All meetings of the Trustees shall be held at such location or locations as designated from time to time, by the Trustees.

4.20 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. Fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by law, County, State or Federal or the respective subdivisions thereof, shall be made as prescribed by such law. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify to the accuracy of the audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee and to the County after each audit or as otherwise required. Copies of the audit shall be kept on file in the Office of the County Board of Supervisors for a period of at least five years in accordance with A.R.S. § 11-981(B)(3).

4.21 Rules and Regulations. The Trustees shall have the power to adopt rules, procedures and regulations pertaining to the purpose, powers and administration of the Trust, which shall be consistent with covenants, terms, conditions and duties as set forth in the Trust Agreement. Such rules, procedures and regulations shall be binding on all persons dealing with the Fund and upon any and all persons claiming any benefits hereunder. Adoption or amendment of rules, procedures or regulations shall require a majority vote of the Board of Trustees.

4.22 Bonding Requirements. Mohave County shall procure fidelity bonds for the Trustees and persons authorized to receive, handle, deal with or draw upon the monies in the fund for any purpose

whatsoever, said bonds to be in such amount to reasonably aid in the reimbursing of bondable loss of money, and in the event shall meet the requirements as may be required, from time to time as applicable by United States or Arizona law. Such are to be obtained from reputable fidelity or surety companies as the Trustees shall determine. If convenient, and in conformity with the law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other person described in this section, said Trustee or person shall not serve and shall resign.

ARTICLE V. PAYMENTS TO THE FUND

5.01 Entity Premiums. In order to effectuate the purposes of the Trust, the County shall contribute Premiums into the Trust Entity in amounts as determined appropriate by the County. At one of its regularly scheduled meetings the Trustees shall pass by majority vote the Entity Premiums it recommends for the following fiscal year. On or before May first of each year or by such later date as established by the County, the Trustees shall present to the County the recommended Entity Premiums for the following fiscal year. The Board of Supervisors of the County, in its sole discretion, shall determine by majority vote the final Entity Premiums for the following fiscal year. Entity Premiums shall be due and payable monthly as of the first day of each month during the effective term of the Trust Agreement or as otherwise specified by the Trustees. Entity Premiums shall not include amounts payable directly by persons receiving extended coverage under the Employee Benefit Program as required by law or otherwise.

5.02 Employer Contributions Not Wages. Employer Contribution paid or accrued to the order of the Fund through Entity Premiums shall not constitute or be deemed wages due employees, nor shall such contributions in any manner be liable for or subject to the debts, contracts or liabilities of the County; neither the County, any Employee, nor any beneficiary under the Plan shall have any rights, title or interest in the Fund, except as specifically provided in this Trust Agreement.

5.03 Employee Contribution. Employees may be required to contribute a portion of the Entity Premium in amounts to be determined by the County as appropriate for the benefits to be provided hereunder. Nothing in this paragraph shall be deemed to preclude the County from making all or any portion of Employee Contribution payments on behalf of its Employees or other Beneficiaries.

5.04 Payment in Lieu of Benefits. No Employee shall have any right to receive any part of his/her own Employee Contributions or any part of Employer Contributions paid in lieu of benefits.

5.05 Payroll Deductions. All Employee Contributions shall be paid by payroll deductions. The County shall remit all monies obtained through payroll deductions in a lump sum to the Fund as part of the Entity Premium described herein on the first day of each month during the effective term of this agreement or as otherwise specified by the Trustees.

5.06 Manner of Payment. All Entity Premiums and other payments to the Fund shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees.

5.07 Wage Reports/Audits. The County shall make all reports required by the Trustees. The Trustees may at any time have an audit of the County's wage records performed by an independent Certified Public Accountant to confirm the accuracy of required reports and to confirm the correct levels of contributions.

5.08 Contributions Irrevocable. Subject to the provisions of Article XIV with respect to termination of this Trust Agreement, all Contributions to the Fund shall be irrevocable and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be recoverable by or payable to the County or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Beneficiaries as provided in this Trust Agreement.

5.09 Premium Holidays. Subject to approval by majority vote of the Trustees, and upon certification by the Trust's actuary of the existence of sufficient surplus funds for such purpose, the County Board of Supervisors may be authorized by the Trustees to forego depositing such portions of the Entity Premium as may be approved by the Trustees at a frequency of not more than one (1) time per calendar year.

5.10 Assessments. In the event a deficit shall develop which is creditable to any plan or fiscal year, the Trustees may request that the County authorize payment of a special appropriation in an amount determined by the Trustees as necessary to cure the deficit.

ARTICLE VI. PAYMENT OF BENEFITS

6.01 Benefits Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Plan Document and other procedures, rules, regulations and conditions established by the Trustees, the Trust shall pay all claims for which Beneficiaries would be liable and would be entitled to receive benefits under the Employee Benefit Program.

6.02 Discharge of Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Plan Document and other procedures, rules, regulations and conditions established by the Trustees, liabilities incurred for claims for services rendered to the Beneficiaries under the Employee Benefit Program will be relieved only by payment of claims by the Trust, by the Employee or by such other party who may be deemed responsible for payment of such claims.

6.03 Method of Payment. The Trustees shall arrange for disbursement of benefits under the Employee Benefit Trust through a Benefits Administrator appointed by the Trustees.

6.04 Employee Educational Materials. The Benefits to be provided pursuant to the Trust Agreement, whether by self-funding or by insurance contract, shall be made available to Employees in written and/or electronic media and shall include explanation of the benefits contained therein and the eligibility rules for coverage for Employees and dependents.

6.05 Protection of Employees. Prior to disbursement of benefits under the Employee Benefit Trust through a Benefits Administrator, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the Trust. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event, such assets shall be subject to such process only to the extent of such Beneficiary's benefits hereunder as they come due.

6.06 Employee Claims to Benefits. No Beneficiary or interested person, if any, shall have any right or claim to benefits under the Employee Benefit Plan except as specified in the policy or policies or contract or contracts or self-funded benefits procured or entered into pursuant to Articles II and IV of this Trust Agreement. Any disputes as to eligibility, time, amount, or duration of benefits shall be resolved by the appropriate insurance carrier or Benefits Administrator, under and pursuant to the policy or contract; and the Beneficiary or interested person shall not have the right or claim in respect thereto against the Fund or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund, as self-funded shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII of this Trust Agreement.

6.07 Maintenance of Reserves. The Trust shall maintain claim reserves in an amount at least equal to known incurred losses and reasonable estimates of claims incurred but not reported.

6.08 Failure to Pay Benefits. Neither the County nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Plan. If for any reason, including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay current claims, the amount of benefits payable to a Beneficiary shall, in all events, be limited to the extent that sufficient funds are available to the Trustees for the payment of all such claims; and, in such event, benefits payments to each Beneficiary shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionally equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, they shall be settled in accordance with the provisions of Article VII of this Trust Agreement.

ARTICLE VII. CONTROVERSIES AND DISPUTES

7.01 Interpretation of Trust Documents. The Board of Trustees shall have the power to construe, interpret and apply the provisions of the Agreement and Declaration of Trust or any amendments, rules or regulations adopted pursuant thereto and the terms used herein and any construction, interpretation or application adopted in good faith shall be final and binding upon the Participating Entities, and upon Employees and their respective families, dependents, successors, assigns, executors, administrators and/or their legal representatives.

7.02 Settlement of Benefit Claims. The Trustees may, in their sole discretion, compromise or settle any disputed benefits claim controversy in accordance with applicable federal and/or Arizona law

and regulation in such manner as they deem appropriate. Any decision made by the Trustees in compromise or settlement of a disputed benefits claim or benefits claim controversy, or any compromise or settlement agreement entered into by the Trustees shall be conclusive and binding upon all parties having an interest in the Fund

7.03 Hearing Officer. The Trustees may elect to retain the services of a Hearing Officer who may be charged by the Trustees with hearing any appeal(s), identifying facts at issue, identifying applicable plan language and controlling federal or Arizona state law or regulation and such other issues of relevance to the appeal, and who shall be charged with rendering a written report and recommendations for resolution of the appeal to the Trustees in accordance with applicable statutory and administrative timelines.

ARTICLE VIII. RESPONSIBILITIES AND LIABILITIES

8.01 Responsibilities and Liabilities of Trustees. The Trustees and Successor Trustees shall only be responsible for monies when and if said monies are received in accordance with the provisions of this Trust Agreement. The Trustees and Successor Trustees shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies received in hand by them for execution and administration of the terms of the Fund. The Trustees and Successor Trustees shall not be responsible for the actions or omissions of their Co-Trustees or Successors, nor for the acts or omissions of other agents, or for any of the acts or omissions of any insurance company or its agents, servants or representatives, including, but not limited to non-payment of claims by an insurance company or companies for any reason. No Trustee or Successor Trustee shall be entitled to any indemnifications of court costs or attorney's fees from any liability arising from his/her own willful misconduct, bad faith or gross negligence. To the extent that their actions do not constitute willful misconduct, bad faith or gross negligence, Trustees shall not be liable for actions taken on advice of counsel for the Trust as provided in Section 4.03 herein.

8.02 Successors' Liability. No Successor Trustee shall be liable or responsible for any acts or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by acts or omissions of prior administration of the Fund or Trust. A successor Trustee is responsible solely for his/her actions as set forth in Section 8.01 herein.

ARTICLE IX. AMENDMENT OF THE TRUST AGREEMENT

9.01 Powers and Procedures. It is anticipated that, in the administration of the Trust, conditions may arise that are not foreseen at the time of the execution of this document. It is the intention of the County that this document be subject to formal, written amendment as may be initiated either by the Trustees or the County, provided that any such amendment(s) be consistent with applicable law and procedure. All amendments to this document shall be completed in written form and approved by majority vote of the County's Board of Supervisors with the effective date of the amendment specified in the final action of the County's Board of Supervisors.

ARTICLE X. NON-VESTING OF RIGHTS

10.01 Rights Not Vested. No Employee, family, dependents, beneficiary nor any other person or group nor their respective successors, assigns, nor legal representatives, shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus (income or increments thereto), insurance dividends, cash value, if any, or any insurance or benefits or monies payable therefrom, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any participating Employee who withdraws or ceases to participate in the Program does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, its corpus and assets. No Employee, family, dependents, beneficiaries nor any other person or group nor their respective successors, assigns nor legal representatives shall have any right in or to the Trust Fund, corpus, insurance dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable therefrom, or anything arising out of or in this Trust during the term of this Agreement and any benefit he or they may have is forever terminated and discharged upon the Employee's termination of employment with the County (quitting, discharge or otherwise), or when this Trust Agreement is terminated, wound up or dissolved. No benefit, right or interest, if any of the forgoing is transferable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property or equity of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable therefrom, nor investments, nor deposits nor any part or portion of the Fund, shall be subject in any manner by any employee, or person claiming through such employee, ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage lien or charge of whatsoever nature or kind and any attempt to cause the same is and shall be null and void.

ARTICLE XI. PROVISIONS RELATING TO INSURANCE COMPANIES

11.01 Status of Insurance Companies. No Insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of the Agreement shall be deemed to be a party to this Agreement, nor shall it be responsible for the validity of this Agreement, nor is this Agreement in any manner for the benefit of any insurance company or companies. No insurance company shall be required to look into the terms of this Agreement or to question the authority of or action of the Trustees or be responsible to verify that any action of the Trustees is authorized by the terms of this Agreement.

ARTICLE XII. PROGRAM ADMINISTRATION

12.01 Allocation of Administrative Duties. The Trustees shall have the full obligation and responsibility for administration of the Employee Benefit Program but may designate any person, firm, corporation or other entity as an employee, agent or representative, for purposes of carrying out the objectives of the Trust. The Trustees shall designate an Employee Benefit Program Administrator (hereinafter the "EBP Administrator") to carry out the policies established by the Trustees and to provide day to day management. A risk management consultant/insurance administrator appointed pursuant to Section 4.16 herein may also serve in this capacity.

12.02 Termination of Designees. The Trustees may remove any employee, agent or representative for administration at any time, without cause, after thirty (30) days written notice to such employee, agent or representative or as otherwise provided in contracts for employment of such employees, agents or representatives.

12.03 Duties of Designees. Employees, agents and representatives shall perform all designated duties in a workmanlike and professional manner and shall keep accurate and complete records of activities as prescribed by the Trustees. Any person, firm, corporation or other entity designated as Benefits Administrator shall, in addition to the other duties set forth in this section, keep its records open for examination at reasonable times during business hours by any person authorized by the Board of Trustees and shall, within sixty (60) days after the end of each Trust year or such other date as determined by the Trustees, file with the Trustees a complete statement of its administration covering the period since the closing date of the previous statement.

12.04 Business Offices. The Trust may establish offices within the State of Arizona as required for the conduct of business and may employ necessary staff to carry out the purposes of the Trust.

ARTICLE XIII. DURATION OF AGREEMENT

13.01 Term of Agreement. This Amended and Restated Agreement and Declaration of Trust shall continue in full force and effect indefinitely until and unless amended as provided herein in accordance with the procedures set forth in Article IX of this Trust Agreement or terminated as provided herein in accordance with the procedures set forth in Article XIV of this Trust Agreement

ARTICLE XIV. TERMINATION OF THE TRUST

14.01 Power of Termination. The Trust may be terminated at any time by the County subject to the provisions of A.R.S. § 11-981.

14.02. Notice of Termination. Upon termination of the Trust as provided for herein, the Trustees shall forthwith notify all Beneficiaries, contractors and service providers and other necessary parties of the termination of the Trust and the effective date of such action. The Trustees shall remain in their capacities as Trustees for such period of time as may be required to wind up the business of the Trust.

14.03. Reversion of Trust Assets. Upon termination of the Trust, any and all monies remaining in the Trust after payment of all unpaid claims, fees, charges premiums and related expenses shall revert back to the general fund of the County as provided in A.R.S. § 11-981(D).

14.04 Duration after Termination. Notwithstanding any provision set forth in this Trust Agreement regarding duration and termination of the Trust, the Trust shall continue in existence for as long a period as may be required to wind up its business. Upon termination, the Trustees shall continue in their capacity as Trustees for so long a period as may be required to wind up the business of the Trust.

14.04. Final Accounting. At such time as the business of the Trust is wound up, the Trustees shall render a final accounting of the affairs of the Trust to the County. Thereafter, there shall be no claim or action against the Trustees except as expressly provided herein and they shall have no further responsibility or duties and shall be discharged.

ARTICLE XV. MISCELLANEOUS

15.01 Prosecution and Defense of Lawsuits. In the event any claim, suit, action or legal or administrative proceeding is brought against the Trust, Board of Trustees, one or more Trustees or the Fund, in connection with any matter arising out of the administration of the Trust or Fund or in connection with this Trust Agreement or in connection with any act or omission of the Board of Trustees or one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including, but not limited to, a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent the Trust, Board of Trustees, one or more Trustees or the Fund in any such claim, suit, action, or proceeding. Expenses, including counsel fees and other costs, shall be paid from the Fund as long as the Trustees have acted in good faith and not with gross negligence, bad faith or willful misconduct, it being the intent to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not deliberate or willful violations of the duties of the Trustees. In addition, the Trustees shall have the right to commence and prosecute such suits, actions or proceedings as they may determine are necessary and proper in order to protect the interest of the Trust or Fund, and, in this connection, the Trustees shall have the same rights and entitlement to reimbursement for costs and expenses as heretofore described for the defense of lawsuits.

15.02 Fiduciary Liability. The Fiduciary Liability and funding of all eligible benefits as determined by the Plan Document shall be the sole responsibility of the Trustees.

15.03 Worker's Compensation. The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation.

15.04 Situs of Fund. Mohave County, State of Arizona, shall be deemed the situs of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of the state of Arizona. This Trust Agreement is deemed made, executed and delivered in the state of Arizona.

15.05 Interpretation of Trust Agreement. Whenever any words are used in this Trust Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply and wherever any words are used in this Trust Agreement in the singular form, they shall also be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form they shall be construed as though they were also in the singular form in all situations where they would so apply.

15.06 Captions. It is understood and agreed that the captions and headings contained in this Trust Agreement are included for convenience only and that they are not and shall not be deemed a part of the Agreement and that they shall in no way define, limit or expand any of the terms, obligations or conditions set forth herein.

15.07 Severability. The parties agree that, to the extent that any provision of this Trust Agreement is in conflict with any applicable statute, regulation or rule, that provision shall be deemed unenforceable and the applicable statute, regulation or rule shall govern. Should any provision or term in this Trust Agreement be deemed or held to be unlawful or invalid for any reason, such a determination will not adversely affect the remaining provisions contained herein unless such a determination will make the operation of the Trust impossible or impractical. In such a case, the appropriate parties shall immediately adopt such provisions as may be required to facilitate the proper functioning of the Trust.

15.08 Taxation of Contributions, Assets, Income and Benefits. This Trust Agreement is being entered into and contributions are being made based upon the expectation that contributions made hereunder will not be subject to taxation and that benefits received by Employees or other beneficiaries will not be deemed compensation in determination of federal, state or local tax liability. The parties hereto, individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and/or maintain a tax-exempt status for this Trust. In the event that any provisions of this Trust Agreement are determined to impose tax obligations on the County or Employees or other beneficiaries, any steps necessary to eliminate such obligations shall be taken immediately. Nothing in this section shall be deemed to impose liability on the Trustees, the Trust or County in the event that contributions or benefits are deemed taxable or in the event that investment income received by the Trust is determined to be subject to taxation.

15.09 Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

15.10 Effective Date. This Agreement shall be effective as of the date set forth herein.

ARTICLE XVI. STOP LOSS PROVISIONS

16.01 Stop Loss Requirement. Specific stop-loss reinsurance shall be an integral part of any self-funded benefit program established pursuant to this Trust Agreement. It is the intent of the parties to this Trust Agreement that stop-loss coverage, with such attachment points and policy limits as may be deemed necessary to protect the loss fund and allow complete and timely payment of benefits, shall be provided by an authorized carrier licensed to execute contracts in the State of Arizona.

ARTICLE XVII. LOSS CONTROL PROGRAM

17.01 LOSS CONTROL PROGRAM. The Trustees shall provide for the development and implementation of a program of loss control for each plan year of Trust operations. The loss control program shall be further described in the Plan of Risk Management approved each year and may

include one or combinations of the following:

- (a) Specific and/or aggregate reinsurance
- (b) Conventional insurance, partial or full self-insurance
- (c) Access to Preferred Provider Organizations (PPO's) for benefit offerings
- (d) Medical pre-certification, concurrent and/or post discharge review
- (e) Large case management
- (f) Health and wellness promotion
- (g) Employee assistance programs
- (h) Such other loss control programs as the Trustees may determine to be appropriate.

APPROVALS

In witness hereof, the undersigned Trustees hereby approve and accept the foregoing Trust document effective as of 12:00:01 a.m. March 9, 2023, and agree to be bound by the provisions thereof.

	<u>Name (typed)</u>	<u>Signature</u>	<u>Date Signed</u>
1.	<u>Hildy Angius, Chair</u>	<u>Hildy Angius</u>	<u>3/28/2023</u>
2.	<u>Bassam Elters, County Mngr./Employee</u>	<u>Bassam Elters</u>	<u>3/28/2023</u>
3.	<u>Roger Jacks, Dist. 1</u>	<u>Roger Jacks</u>	<u>3/28/23</u>
4.	<u>Virlynn Tinnell, Dist. 3</u>	<u>Virlynn Tinnell</u>	<u>4/18/23</u>
5.	<u>Mary Susie Parel-Duranceau, Dist. 4</u>	<u>Mary S. Parel-Duranceau</u>	<u>3/28/2023</u>
6.	<u>Joy Bancroft, Dist. 5</u>	<u>Joy Bancroft</u>	<u>3/28/23</u>
7.	_____	_____	_____

Mohave County hereby approves and accepts the foregoing Trust document effective as of 12:00:01 a.m. March 9, 2023, and agrees to be bound by the provisions thereof.

BY:

Theresa L. [Signature]
Chairperson, Board of Supervisors

06/16/23
Date

ATTEST:

Benny Anderson
Clerk, Board of Supervisors

APPROVED AS TO FORM:

Will [Signature]
Deputy County Attorney

