

**AGENDA
EXECUTIVE COMPENSATION COMMITTEE OF THE
EL CAMINO HOSPITAL BOARD OF DIRECTORS**

Thursday, November 30, 2023 – 4:00pm

El Camino Hospital | Sobrato Board Room 2 | 2500 Grant Road, Mountain View, CA 94040

THE PUBLIC IS INVITED TO JOIN THE OPEN SESSION PORTION OF THE MEETING LIVE AT THE ADDRESS ABOVE OR VIA TELECONFERENCE AT:

1-669-900-9128, MEETING CODE: 952 4529 0224#. No participant code. Just press #.

PURPOSE: To assist the El Camino Hospital (ECH) Board of Directors (“Board”) in its responsibilities related to the Hospital’s executive compensation philosophy and policies. The Executive Compensation Committee shall advise the Board to meet all applicable legal and regulatory requirements as it relates to executive compensation.

	AGENDA ITEM	PRESENTED BY	ACTION	ESTIMATED TIMES
1	CALL TO ORDER/ROLL CALL	Bob Miller, Chair		4:00 - 4:01pm
2	AB 2449 – REMOTE PARTICIPATION	Bob Miller, Chair	Possible Motion	4:01 – 4:03
3	POTENTIAL CONFLICT OF INTEREST DISCLOSURES	Bob Miller, Chair	Information	4:03 – 4:04
4	PUBLIC COMMUNICATION a. Oral Comments <i>This opportunity is provided for persons to address the Committee on any matter within the subject matter jurisdiction of the Committee that is not on this agenda. Speakers are limited to three (3) minutes each.</i> b. Written Public Comments <i>Comments may be submitted by mail to the El Camino Hospital Executive Compensation Committee at 2500 Grant Avenue, Mountain View, CA 94040. Written comments will be distributed to the Board as quickly as possible. Please note it may take up to 24 hours for documents to be posted on the agenda.</i>	Bob Miller, Chair	Information	4:04 – 4:07
5	CONSENT CALENDAR ITEMS: <i>Any Committee Member or member of the public may remove an item for discussion before a motion is made.</i> a. Approve Minutes of the Open Session of the ECC Meeting (09/28/2023) b. Approve Minutes of the Closed Session of the ECC Meeting (09/28/2023) c. Receive Progress against FY24 Committee Goals/Pacing Plan d. Receive El Camino Hospital Section 457(f) Supplemental Executive Retirement Plan Legal Documents-Technical Updates	Bob Miller, Chair	Motion Required	4:07 – 4:10
6	ECC RECRUITMENT UPDATE	Teri Eyre, Ad Hoc Committee Chair	Possible Motion	4:10 – 4:15
7	RECESS TO CLOSED SESSION	Bob Miller, Chair	Motion Required	4:15 – 4:16
8	<i>Gov’t Code Section 54957 and 54957.6 for a report and discussion on personnel matters:</i> ECHB Report Out – FY23 Incentive Score, CEO Compensation and CEO Incentive Approvals	Deanna Dudley, CHRO	Information	4:16 – 4:21

A copy of the agenda for the Regular Committee Meeting will be posted and distributed at least seventy-two (72) hours prior to the meeting. In observance of the Americans with Disabilities Act, please notify us at **(650) 988-3218** prior to the meeting so that we may provide the agenda in alternative formats or make disability-related modifications and accommodations.

	AGENDA ITEM	PRESENTED BY	ACTION	ESTIMATED TIMES
9	<i>Gov't Code Section 54957 and 54957.6 for a report and discussion on personnel matters:</i> Succession Management: Talent & Leadership Development Update	Dan Woods, CEO Deanna Dudley, CHRO	Discussion	4:21 – 4:46
10	<i>Gov't Code Section 54957 and 54957.6 for a report and discussion on personnel matters:</i> Performance Management a. CEO b. Executives	Dan Woods, CEO Deanna Dudley, CHRO	Discussion	4:46 – 5:06
11	<i>Gov't Code Section 54957 and 54957.6 for a report and discussion on personnel matters:</i> Severance Benefits Review	Rob Kirkpatrick, Mercer	Discussion	5:06 – 5:15
12	<i>Gov't Code Section 54957 and 54957.6 for a report and discussion on personnel matters:</i> ECH Foundation FY24 Goal	Dan Woods, CEO	Discussion	5:15 – 5:20
13	RECONVENE TO OPEN SESSION	Bob Miller, Chair	Motion Required	5:20 - 5:21
14	REPORT OUT FROM CLOSED SESSION	Gabe Fernandez, Governance Services Coordinator	Information	5:21 – 5:22
15	RECOMMEND BOARD APPROVAL OF ECH FOUNDATION FY24 GOAL	Bob Miller, Chair	Motion Required	5:22 – 5:23
16	CLOSING COMMENTS	Bob Miller, Chair	Discussion	5:23 – 5:29
17	ADJOURNMENT Appendix	Bob Miller, Chair	Motion Required	5:30 pm

Upcoming Regular Meetings: March 21, 2024; June 6, 2024

**a. Approve Minutes of the Open Session of the ECC
Meeting (09/28/2023)**



**Minutes of the Open Session of the
Executive Compensation Committee
of the El Camino Hospital Board of Directors
Thursday, September 28, 2023**

El Camino Hospital, Sobrato Boardroom 1, 2500 Grant Road, Mountain View, CA 94040

Members Present

Bob Miller, Chair
George Ting, MD, Vice-Chair
Estrella Parker
Carol Somersille, MD**

Members Absent

Teri Eyre

**via teleconference

Others Present

Dan Woods, CEO
Deanna Dudley, CHRO
Ed Braxton, Director, Total Rewards
Tracy Fowler, Director, Governance Services
Gabriel Fernandez, Governance Services Coordinator
Heidi O'Brien, Partner, Mercer**
Rob Kirkpatrick, Principal, Mercer**

Agenda Item	Comments/Discussion	Approvals/ Action
1. CALL TO ORDER/ ROLL CALL	The open session meeting of the Executive Compensation Committee of El Camino Hospital (the " <u>Committee</u> ") was called to order at 4:00 p.m. by Chair Bob Miller. A verbal roll call was taken. Ms. Eyre and Ms. Parker were absent at roll call. A quorum was present. Ms. Parker joined the meeting at 4:26 p.m.	
2. CONSIDER APPROVAL FOR AB 2449 REQUESTS	Director Somersille participated remotely using Just Cause. No Emergency Circumstances needed approval.	
3. POTENTIAL CONFLICT OF INTEREST DISCLOSURES	Chair Miller asked if any of the Committee members had a conflict of interest with any of the items on the agenda. No conflicts were noted.	
4. PUBLIC COMMUNICATION	None.	
5. CONSENT CALENDAR	Chair Miller asked if any member of the Committee or the public wished to remove an item from the consent calendar for further discussion. No items were removed. Motion: To approve the consent calendar: Minutes of the Open Session of the Executive Compensation Committee Meetings (06/13/2023) Movant: Ting Second: Miller Ayes: Miller, Somersille, Ting Noes: None Abstentions: None Absent: Eyre, Parker Recused: None	Consent calendar approved
6. ADJOURN TO CLOSED SESSION	Motion: To adjourn to closed session at 4:04 p.m. Movant: Ting Second: Somersille Ayes: Miller, Somersille, Ting Noes: None Abstentions: None	Adjourned to closed session at 4:04 p.m.

	<p>Absent: Eyre, Parker Recused: None</p>	
<p>7. AGENDA ITEM 18: RECONVENE OPEN SESSION/ REPORT OUT</p>	<p>The open session was reconvened at 6:07 p.m. Agenda items 8-16 were addressed in the closed session. During the closed session, the Committee approved the following by a unanimous vote of all members present: Miller, Parker, Somersille, and Ting.</p> <ul style="list-style-type: none"> • The Minutes of the Closed Session of the June 13th, 2023 Meeting • Proposed CEO Approval of New Hire Executive Base Salary for Board Approval • Proposed FY23 Culture of Safety Results for Board Approval • Proposed FY23 Organizational Performance Incentive Plan Score, the • Proposed FY23 Executive Individual Incentive Scores • Proposed FY23 Performance Incentive Plan Payouts • Proposed FY24 Executive Base Salaries 	
<p>8. AGENDA ITEM 19: PROPOSED FY23 ORGANIZATIONAL PERFORMANCE INCENTIVE PLAN SCORE</p>	<p>Motion: To recommend the Board approval of the Proposed FY23 Organizational Performance Incentive Plan Score of 77.7%. Movant: Ting Second: Parker Ayes: Miller, Parker, Somersille, Ting Noes: None Abstentions: None Absent: Eyre Recused: None</p>	<p><i>Proposed FY23 Organizational Performance Incentive Plan Score of 77.7% was approved.</i></p>
<p>9. AGENDA ITEM 20: PROPOSED FY24 CEO BASE SALARY RANGE</p>	<p>Motion: To recommend Board approval of the Proposed FY24 CEO Base Salary Range as recommended by Mercer. Movant: Ting Second: Somersille Ayes: Miller, Parker, Somersille, Ting Noes: None Abstentions: None Absent: Eyre Recused: None</p>	<p><i>Proposed FY24 CEO Base Salary Range was approved as recommended by Mercer for Board approval.</i></p>
<p>10. AGENDA ITEM 21: CLOSING COMMENTS</p>	<p>The comments focused on the discussion around goals and the appreciation for context and ongoing calibration.</p>	
<p>11. AGENDA ITEM 22: ADJOURNMENT</p>	<p>Motion: To adjourn at 6:09 p.m. Movant: Ting Second: Parker Ayes: Miller, Parker, Somersille, Ting Noes: None Abstentions: None Absent: Eyre Recused: None</p>	<p><i>Meeting adjourned at 6:09 p.m.</i></p>

Attest as to the approval of the foregoing minutes by the Executive Compensation Committee of El Camino Hospital.

Tracy Fowler, Director of Governance Services

DRAFT

c. Receive Progress against FY24 Committee Goals/Pacing Plan

FY24 COMMITTEE GOALS AND PACING PLAN

Executive Compensation Committee

The purpose of the Executive Compensation Committee (the “Committee”) is to assist the El Camino Hospital (ECH) Hospital Board of Directors (“Board”) in its responsibilities related to the Hospital’s executive compensation philosophy and policies. The Committee will advise the Board to meet all legal and regulatory requirements as it relates to executive compensation.

STAFF: **Deanna Dudley**, Chief Human Resources Officer (Executive Sponsor)

The CHRO shall serve as the primary staff to support the Committee and is responsible for drafting the Committee meeting agenda for the Committee Chair’s consideration and for developing and disseminating in a timely manner management’s recommendations to the Committee and appropriate supporting information to facilitate the Committee’s deliberations and exercise of its responsibilities. The CEO, and other staff members as appropriate, may serve as a non-voting liaison to the Committee and may participate at the discretion of the Committee Chair. These individuals shall be recused when the Committee is reviewing their individual compensation.

GOALS	TIMELINE	METRICS/PACING PLAN
1. Provide oversight and approvals for compensation-related decisions, including performance incentive goal-setting and plan design	Q1 (9/13)	<ul style="list-style-type: none"> - Review and approve FY24 executive base salaries - Review and recommend FY23 Organizational Incentive Score - Review and approve FY23 individual incentive scores - Review and approve FY23 executive payout amounts
	Q2 (11/30)	<ul style="list-style-type: none"> - Process Review: Executive Performance Management - Process Review: Succession and Development Planning
	Q3 (3/21)	<ul style="list-style-type: none"> - Recommend FY25 Committee goals - Receive update on strategic plan - Review potential policy changes and ECC Charter - Process Review: Executive Goal Setting
	Q4 (6/6)	<ul style="list-style-type: none"> - Review and recommend proposed FY25 organizational incentive goals - Review and approve FY25 individual executive goals - Receive update leadership development
2. Evaluate the effectiveness of the independent compensation consultant	Q4 (6/6)	<ul style="list-style-type: none"> - Conduct annual evaluation of ECC consultant

SUBMITTED BY: Chair: Bob Miller | **Executive Sponsor:** Deanna Dudley

**d. Receive El Camino Hospital Section 457(f)
Supplemental Executive Retirement Plan Legal
Documents-Technical Updates**

**EL CAMINO HOSPITAL EXECUTIVE COMPENSATION COMMITTEE
COMMITTEE MEETING COVER MEMO**

To: Executive Compensation Committee
From: Deanna Dudley, CHRO
Date: November 30, 2023
Subject: Supplemental Executive Retirement Plan (SERP) Update

Objective:

Provide the Executive Compensation Committee with drafts of updated SERP legal plan documents for review, comment and potential approval.

Background:

El Camino Hospital sponsors a SERP plan for approved executives. Additionally, ECH provides a separate SERP benefit for the Chief Executive Officer. Both plans are considered non-qualified deferred compensation plans and are permissible under §457(f) of the Internal Revenue Code.

To remain compliant with evolving requirements of federal regulation, it is necessary to update the aforementioned plans' governing legal documents from time to time. It is for this reason that the attachments referred to below are presented for this Committee's review and approval.

The revisions made to the documents are technical and do not alter the benefits provided thereunder. These documents have been prepared by competent legal counsel and Staff recommends that each be deemed acceptable to this Committee and approved for adoption.

Attachments:

1. El Camino Hospital §457(f) Supplemental Executive Retirement Plan
2. El Camino Hospital CEO Additional Supplemental Executive Retirement Plan

ECC RECRUITMENT UPDATE

**EL CAMINO HOSPITAL BOARD OF DIRECTORS
COMMITTEE MEETING COVER MEMO**

To: Executive Compensation Committee
From: Teri Eyre, Ad Hoc Committee Chair
Date: November 30, 2023
Subject: ECC Recruitment Update

Summary:

At its June meeting, the Committee requested staff to begin recruitment of a new member in accordance with the Board's Advisory Committee Member Nomination and Selection Policy. The Committee's charter provides that its composition may include up to four (4) Non-Director Members and the goal of our current search is to add two new members. The Ad Hoc Committee has reviewed and updated the position specification and the candidate questionnaire. ECH staff members created an ad that will be used for both print advertisements and online ads.

The ads are summarized as follows:

- Print ad in Los Altos Town Crier is scheduled to run the week of November 27th. We place print ads to provide transparency to the constituents of our healthcare district.
- Digital ad in Mountain View is schedule to run the week of November 27th. This broadens the reach within the district.
- Social media posts: ECH staff will post a call for applications on LinkedIn and Facebook. The ECC will get notifications of those posts so we can then share with our networks.
- QR Code: ECH staff created a QR code that will have a link to the Call for Applications website. This code will also be shared for posting with our networks.

The call for applications will be shared with the ECH Board of Directors, the ECH executive team, and be shared among our peer networks. The Ad Hoc Committee has directed staff to work with Boardlist and Stanford Women on Boards to identify potential candidates as well.

The deadline for applications is December 15, 2023. The Ad Hoc Committee will interview candidates and present final candidates at the March 21, 2024 for final selection.

Attachments:

1. ECC Recruitment Package – Position Specification, Candidate Questionnaire, and ECC Charter.
2. Call for Applications Ad – Los Altos Town Crier
3. Call for Application Digital Ad – Mountain View Voice
4. Screenshot of Application Website

Executive Compensation Committee Position Specification

Executive Compensation Committee Membership Requirements

The El Camino Hospital Executive Compensation Committee of the Board presently meets four times per year (beginning at 4:00 pm) and jointly with the Board of Directors for educational sessions 1-2 times per year (beginning at 5:30 pm). This Committee position is non-compensated (i.e. volunteer).

Professional Experience and Competencies

- Candidates will have demonstrated strategic effectiveness in the areas of executive compensation, performance goal setting and evaluation, and executive development and succession planning.
- Candidates with a strong foundation in executive and/or employee benefits, and all elements of a “total remuneration” analysis, are highly desirable.
- An understanding of the healthcare sector would be a plus but is not required.
- Board experience would also be a plus, but is not required.
- Residency within the El Camino Healthcare District is preferred.
- Candidates are likely to have current or recent roles as Chief Human Resources Officers (CHRO), Senior Executive Compensation Officers or General Managers with a strong foundation in executive compensation matters.

Education/Credentials

- Candidates with an advanced degree will be preferred but not required.

Work Style and Personal Traits

- High Integrity
- Collaborative Nature
- Clear Communicator
- Energy and a sense of urgency
- Creative and imaginative
- An innovator
- Mission driven
- Comfortable with change

Executive Compensation Committee Charter (Attached)

**El Camino Hospital Board of Directors
Executive Compensation Committee Candidate Questionnaire**

1. Please describe how your professional background demonstrates your knowledge and experience with the following:

- a. Your experience with developing a compensation philosophy, development of executive compensation program, review of the CEO's incentive programs, benefits, perquisites and contractual terms.
- b. Establishing salary ranges for each executive and placement in the range for the CEO and other executives eligible for the plan.
- c. Making recommendations to a Board for salary changes and/or any performance incentive payouts based on the evaluation of the CEO's performance.
- d. Making recommendations of cost and reasonableness of severance and benefits for executives.
- e. Providing input into the CEO's recommendations regarding annual organization goals and measures for executive performance incentive plans.
- f. Providing input into the CEO's and executive team's annual performance incentive goals to execute a strategic plan, and then recommending these goals for approval by the Board.
- g. The annual review of the CEO's own succession plan. This includes a leadership and development plan.
- h. The annual review of the CEO's succession plan for the executive team, thereby identifying and developing potential executives.

2. Why are you interested in being considered for a position on El Camino Hospital's Executive Compensation Committee?

3. **Are there any civil, employment related or criminal incidents in your background that we may uncover in a reference or background check?**

4. **Have you ever been involved in a government investigation for business related issues (e.g. SEC)?**

5. **Would this position create a conflict of interest with any of your other commitments?**

6. **Are you able to make the necessary time Commitment (4-6 meetings per year)?**

7. **The El Camino Hospital Executive Compensation Committee membership position is non compensated and has one-year renewable terms. Is this acceptable?**

El Camino Hospital Board of Directors Executive Compensation Committee Charter

Purpose

The purpose of the Executive Compensation Committee (“Committee”) is to assist the El Camino Hospital (ECH) Hospital Board of Directors (“Board”) in its responsibilities related to the Hospital’s executive compensation philosophy and policies. The Committee shall advise the Board to meet all applicable legal and regulatory requirements as it relates to executive compensation.

Authority

All governing authority for ECH resides with the Hospital Board except that which may be lawfully delegated to a specific Board committee. The Committee will report to the full Board at the next scheduled meeting any action or recommendation taken within the Committee’s authority. The Committee has the authority to select, engage and supervise a consultant to advise the Board and the Committee on executive compensation issues. In addition, the Committee, by resolution, may adopt a temporary advisory committee (ad hoc) of less than a quorum of the members of the Committee. The resolution shall state the total number of members, the number of board members to be appointed, and the specific task or assignment to be considered by the advisory committee.

Membership

- The Executive Compensation Committee shall be comprised of two (2) or more Hospital Board members. The Committee may also include 2-5 Community¹ members with knowledge of executive compensation practices, executive leadership and/or corporate human resource management.
- Executive compensation consultants will be retained as appropriate and participate as directed.
- The Chair of the Committee shall be appointed by the Board Chair, subject to approval by the Board. All members of the Committee shall be eligible to serve as Chair of the Committee.
- All Committee members, with the exception of new Community members, shall be appointed by the Board Chair, subject to approval by the Board. New Community members shall be appointed by the Committee, subject to approval of the Board. All Committee appointments shall be for a term of one year expiring on June 30th, renewable annually.
- It shall be within the discretion of the Chair of the Committee to appoint a Vice-Chair from among the members of the Committee. If the Chair of the Committee is not a Hospital Board member, the Vice-Chair must be a Hospital Board member.
- All members of the Committee must be independent directors with no conflict of interest regarding compensation or benefits for the executives whose compensation is reviewed and recommended by the Committee. Should there be a potential conflict, the determination regarding independence shall follow the criteria approved by the Board and as per the Independent Director Policy (*see attached Appendix*).

¹ Community Members are defined as Members of the Committee who are not El Camino Hospital Board Directors.

Staff Support and Participation

The Chief Human Resources Officer shall serve as the primary staff support to the Committee and is responsible for drafting the committee meeting agenda for the Committee Chair's consideration. The CEO, and other staff members as appropriate, may serve as a non-voting liaison to the Committee and may attend meetings at the discretion of the Committee Chair. These individuals shall be recused when the Committee is reviewing their individual compensation.

General Responsibilities

The Committee is responsible for recommending to the full Board policies, processes and procedures related to executive compensation philosophy, operating performance against standards, executive development and succession planning.

Specific Duties

The El Camino Hospital Board has adopted Resolution 2018-05 delegating certain decision-making authority to the Executive Compensation Committee. Resolution 2018-05 controls in the case of any inconsistency between this Charter and the Resolution or attachments to the Resolution. The specific duties of the Executive Compensation Committee include the following:

A. Executive Compensation

- Develop a compensation philosophy that clearly explains the guiding principles on which executive pay decisions are based. Recommend the philosophy for approval by the Board.
- Develop executive compensation policies to be approved by the Board.
- Review and maintain an executive compensation and benefit program consistent with the executive compensation policies, which have been approved by the Board. Recommend any material changes in the program for approval by the Board.
- Review the CEO's salary range, performance incentive program, benefit plan, and perquisites. Recommend to the Board any salary change to base salary range and/or base salary as well as performance incentive payouts based on organizational performance.
- Review the CEO's recommendations regarding salary and performance incentive payouts for the upcoming year for the executives whose compensation is subject to review by the Committee based on the CEO's evaluation of the executives' individual performance. Approve recommendations for any salary range or base salary changes and/or any performance incentive payouts within established guidelines based on the CEO's evaluation of the executives' individual performance. Recommend to the Board any salary changes and/or performance incentive payments that are outside established guidelines.
- Periodically evaluate the executive compensation program, including the charter, policies, and philosophy on which it is based, to assess its effectiveness in meeting the Hospital's needs for recruiting, retaining, developing, and motivating qualified leaders to execute the Hospital's strategic and short term objectives..

- Review market analyses and recommendation of the Committee's independent executive compensation consultant.
- Approve salary ranges for each new executive and approve placement in the range for those executives eligible for the plan within established guidelines. Recommend a salary range to the Board and placement therein for the CEO and or actions for other executives that are outside established guidelines.

B. Performance Goals Setting and Assessment

- Review and provide input into the CEO's recommendations regarding annual organization goals and measures used in the Executive Performance Incentive Plan. Recommend organizational performance incentive goals and measurements for approval by the Board.
- Provide input into establishing the CEO's annual individual performance incentive goals and performance appraisal process to execute the Hospital's strategic plan. Recommend the CEO's individual annual goals and measures for approval by the Board.
- Provide input into establishing the executive team's annual performance incentive goals to execute the Hospital's strategic plan and approve the annual goals and measures.

C. Executive Succession and Development

- Review annually the CEO's own succession plan, including a leadership and professional development plan based on the previous year's talent assessment.
- Review annually the CEO's succession plan for the executive team members, which shall include the process by which potential executives are identified and developed.

Committee Effectiveness

The Committee is responsible for establishing its annual goals, objectives and workplan in alignment with the Board and Hospital's strategic goals. The Committee shall be focused on continuous improvement with regard to its processes, procedures, materials, and meetings, and other functions to enhance its contribution to the full Board. In addition, the Committee shall provide counsel and advice to the Board as requested.

Meetings and Minutes

The Committee shall meet at least once per quarter. The Committee Chair shall determine the frequency of meetings based on the Committee's annual goals and work plan. Minutes shall be kept by the assigned staff and shall be delivered to all members of the Committee when the agenda for the subsequent meeting is delivered. The approved minutes shall be forwarded to the Board for information.

Meetings and actions of all advisory committees of the Board shall be governed by, and held and taken in accordance with, the provisions of Article VI of the Bylaws, concerning meetings and actions of directors. Special meetings of advisory committees may also be called by resolution of the Board and the Committee Chair. Notice of any special meetings of the Committee requires a 24 hour notice.

Appendix

Definition of Independent Director – Compensation Committee

1. An independent director is a more limited and narrow classification of director than otherwise required by law and is not meant to expand or limit the definition of interested director for purposes of the El Camino Hospital Conflict of Interest Policy or to expand or reduce the scope of any legal duty or otherwise applicable legal obligation of a director. The Board of Directors, by separate resolution, may determine to limit membership on particular committees to independent directors to avoid even the appearance of a conflict of interest.
2. A member of the Board of Directors of El Camino Hospital shall be deemed to be an independent director so long as such director (and any spouse, sibling, parent, son or daughter, son- or daughter-in-law or grandparent or descendant of the director):
 - i. has not, within the preceding twelve (12) months, received payments from El Camino Hospital, a subsidiary or affiliate of El Camino Hospital in excess of Ten Thousand Dollars (\$10,000), excluding reimbursement of expenses or other permitted payments to a director related to service as a director;
 - ii. does not own an interest in an entity, or serve as a Board member or executive of an entity, that is a direct competitor of El Camino Hospital (or an entity controlling, controlled by or under common control with El Camino Hospital) for patients or services, located within ten (10) miles of El Camino Hospital (or an entity controlling, controlled by or under common control with El Camino Hospital). An entity is not a direct competitor if it provides competing services in the above area that do not exceed ten percent (10%) of such entity's revenues.
3. If a director is an owner of an entity, then the amount received from El Camino Hospital during any period shall be determined by multiplying the percentage ownership interest of the director in such entity by the total amount paid by El Camino Hospital to such entity during such period.
4. Each director appointed to the Compensation Committee and the Compliance and Internal Audit Committee shall be, at the time of appointment and while a member of such Committee, an independent director as defined above.
5. **Note:** Other laws may prohibit certain contracts or interests in their entirety and this definition is not intended to narrow or otherwise limit the application of any such law.

Call for Applications

El Camino Health Executive Compensation Board Committee Member

Seeking individuals interested to serve as a member of the **EL CAMINO HEALTH EXECUTIVE COMPENSATION BOARD COMMITTEE**. We welcome diverse applicants who bring a range of perspectives and experiences to help advise the Board to meet all applicable legal and regulatory requirements as it relates to executive compensation. Committed candidates should have demonstrated strategic effectiveness in the areas of executive compensation, performance goal setting and evaluation, and executive development and succession planning.

More details are posted at
elcaminohealth.org/call-applications-executive-compensation-committee-member



To submit your resume or to nominate someone you know, please email
nominations@elcaminohealth.org

All application materials are due by
December 15, 2023



elcaminohealth.org

Call for Applications: Executive Compensation Board Committee Member

Due December 15

[Learn more](#)



[Home](#)

Call for Applications - Executive Compensation Committee Member

The El Camino Health Board of Directors is seeking individual(s) interested in serving as a member of its Executive Compensation Committee.

Position:

Executive Compensation Committee Member

Industry Sector: Healthcare

Organization Name: El Camino Health

Type: NFP, \$1.3B annual revenue, ~3,544 employees

Location: Mountain View, CA

Seeking individuals interested to serve as a member of the El Camino Health Executive Compensation Board Committee. We welcome diverse applicants who bring a range of perspectives and experiences to help advise the Board to meet all applicable legal and regulatory requirements as it relates to executive compensation. Committed candidates should have demonstrated strategic effectiveness in the areas of executive compensation, performance goal setting and evaluation, and executive development and succession planning.

Candidates must either live within the El Camino Healthcare District or be willing to drive to El Camino Health in Mountain View for meetings.

Additional Considerations:

» The committee generally meets four to six times annually and jointly with the board of directors for educational sessions up to two times annually.

To Apply: Submit your resume and [completed questionnaire](#) to nominations@elcaminohealth.org.

Submissions due by December 15, 2023

Appendix

A05d1. CEO SERP draft REDLINE

**EL CAMINO HOSPITAL
CEO ADDITIONAL SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(Amended and Restated Effective September 1, 2021)**

**Article 1
The Plan**

1.1 Name/Effective Date. The name of this Plan shall be the “El Camino Hospital CEO Additional SERP (the “Plan”). The effective date of this amendment and restatement is September 1, 2021.

1.2 Purpose. El Camino Hospital, a tax-exempt corporation described in Code Section 501(c)(3) (the “Hospital”), sponsors the Plan to provide supplemental retirement benefits to the CEO of the Hospital who is a member of a select group of management or are highly compensated employees of the Hospital. The Plan is intended to be a top hat plan described in Department of Labor Regulation Section 2520.104-23 and a plan described under Code Section 457(f).

**Article 2
Definitions**

Whenever used in the Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning. Except as otherwise noted, when the defined meaning is intended, the term is capitalized.

2.1 “Administrator” means the person designated as Administrator under Article 7.

2.2 “Affiliate” means an entity that is considered a single employer with the Hospital under Section 414(b) or (c) of the Code, whether as parent-subsidiary corporations, brother-sister corporations or other relationships described in such Code sections.

2.3 “Base Salary” of the Participant for a Plan Year means the total annual base salary payable to the Participant at the rate in effect on the first day of the Plan Year (or portion thereof) for which the annual credit under Section 4.1.1 is being credited. Base Salary shall not be reduced for any salary reduction contributions (i) to cash or deferred arrangements under Section 401(k) of the Code, (ii) to a tax-sheltered annuity under Section 403(b) of the Code, (iii) to a cafeteria plan under Section 125 of the Code, (iv) to a qualified transportation fringe benefit plan under Section 132(f) of the Code; or (v) to a nonqualified deferred compensation plan. Base Salary shall not take into account any bonuses, reimbursed expenses, credits or benefits (including benefits under any plan of deferred compensation), or any additional cash compensation or compensation payable in a form other than cash.

2.4 “Business Day” means each day on which the New York Stock Exchange is open.

2.5 “CEO” means the Chief Executive Officer of the Hospital on September 1, 2021.

2.6 “Code” means the Internal Revenue Code of 1986, as amended. References to a Code section shall be deemed to be to that section as it now exists and to any successor provision.

2.7 “Disability” means (i) the Participant, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, being unable to engage in any substantial gainful activity, or receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Hospital, or (ii) the Social Security Administration determining that the Participant is totally disabled.

2.8 “Investment Option” means each of the alternative deemed investment vehicles designated by the Administrator under Section 4.1.2.24.1.4 for determining the Investment Return.

2.9 “Investment Return” means the amount credited to the SERP Account as specified under Section 4.1.24.1.3.

2.10 “Involuntary Separation from Service” means a Separation from Service due to the independent exercise of the unilateral authority of the Hospital to terminate the services of the Participant, other than due to the Participant’s implicit or explicit request, where the Participant was willing and able to continue performing services for the Hospital (as further described in Treasury Regulation Section 1.409A-1(n)(1)).

2.11 “Participant” means the CEO.

2.12 “Plan Year” means the calendar year, except that the first Plan Year shall be the period beginning on September 1, 2021 and ending on December 31, 2021.

2.13 “Reasonable Cause” means any of the following, with respect to the Participant’s position of employment with the Hospital:

2.13.1 Loss of any professional license required to perform the duties of the position;

2.13.2 Gross negligence, fraud or willful violation of any law or significant Hospital policy, committed in connection with the position and resulting in a material adverse effect on the Hospital; or

2.13.3 Failure to substantially perform (for reasons other than Disability) the duties reasonably assigned or appropriate to the position, in a manner reasonably consistent with prior practice;

provided, however, that the term “Reasonable Cause” shall not include ordinary negligence or failure to act, whether due to an error in judgment or otherwise, if the Participant has exercised substantial efforts in good faith to perform the duties reasonably assigned or appropriate to the position. **[CEO’s employment agreement to be reviewed to determine whether this definition of reasonable cause conflicts with such definition under, or other provision of, the employment agreement.]**

2.14 “Separation from Service” (or any similar phrase, such as “separate from service”) means the Participant’s termination of employment for any reason whatsoever, determined as follows:

2.14.1 Generally. The Participant terminates employment when the facts and circumstances indicate that the Hospital and the Participant reasonably anticipate that the Participant will perform no further services for the Hospital or an Affiliate, or that the level of services the Participant will perform for the Hospital and Affiliates will permanently decrease to no more than 20% of the average level of services the Participant performed over the immediately preceding 36-month period (or the full period of services if the Participant has been providing services to the Hospital less than 36 months) (the “36-month average”).

2.14.2 Presumptions. Barring contrary facts and circumstances, the Administrator shall presume (i) that a decrease in services to 20% or less of the 36-month average constitutes termination of employment, and (ii) that continued services at 50% or more of the 36-month average does not constitute termination of employment. Continued services at more than 20% but less than 50% of the 36-month average shall remain subject to the facts and circumstances test under Section 2.16.1.

2.14.3 Employee vs. Contractor. For purposes of the foregoing, services include those performed as an employee or as an independent contractor.

2.14.4 Asset Sale. If all or a portion of the Hospital’s assets are sold in a transaction that qualifies under the terms of Treasury Regulation Section 1.409A-1(h)(4), the Hospital and the purchasing company may jointly specify whether, if the Participant continues employment with the purchasing company, the Participant will have terminated employment. **[The CEO’s employment agreement should be reviewed to determine if this provision conflicts with that agreement.]**

2.14.5 Leave of Absence. If the Participant takes a bona fide leave of absence (as defined in Treasury Regulation Section 1.409A-1(h)(1)), the Hospital shall not treat the Participant as having a Separation from Service.

2.15 “SERP Account” means the bookkeeping account maintained for the Participant under Article 4.

2.16 “SERP Benefit” means the benefit described in Article 5.

2.17 “SERP Percentage” means (i) 3% for the Plan Year ending on December 31, 2021, and (ii) 9% each Plan Year ending after December 31, 2021. **[2021 percentage to be confirmed.]**

Article 3 Participation

3.1 Commencement/Termination. The CEO shall become a Participant and eligible to receive benefits under this Plan as of September 1, 2021. Participation shall continue until all benefits for the Participant have been paid or forfeited.

3.2 Plan Rules/Regulations. To participate in and receive benefits under this Plan, the Participant agrees to observe all rules and regulations established by the Administrator for administering the Plan and shall abide by all decisions of the Administrator in the interpretation and administration of the Plan.

Article 4 SERP Account

4.1 Establishing Accounts. The Administrator shall establish a SERP Account hereunder for the Participant as of September 1, 2021, and shall credit the SERP Account with the following amounts.

4.1.1 Annual Credit. Except as provided under Section 4.2, as of December 31, of each Plan Year, the Administrator shall credit to the Participant’s SERP Account an amount equal to (i) the Participant’s Base Salary for the Plan Year, multiplied by (ii) the Participant’s SERP Percentage for the Plan Year; provided that the Participant remains employed as CEO on December 31 of the Plan Year.

4.1.2 Deemed Investment Directions of Participant. Subject to such limitations as may from time to time be imposed by law, the Employer or the Administrator, or contained elsewhere in the Plan, the Participant may direct, in the form and at the time prescribed by the Administrator, as to how the Participant’s SERP Account should be deemed to be invested among the Investment Options hereunder. The Participant’s investment direction shall designate the percentage of each portion of the Participant’s SERP Account that is requested to be deemed to be invested among the Investment Options, and shall be subject to the following rules:

4.1.2.1 Any initial or subsequent deemed investment direction shall be effective as soon as is practicable after it is received by the Administrator. The

Participant's investment direction shall remain in effect until a subsequent investment direction shall be filed with the Administrator and become effective.

4.1.2.2 If the Participant fails to make an investment direction, or the Administrator receives an investment direction which it determines to be incomplete, unclear or improper, the Participant shall be deemed to have directed that the Participant's SERP Account be invested in the Investment Option designated as the default option by the Administrator.

4.1.2.3 The Participant, as a condition of participation hereunder, agrees to indemnify and hold harmless the Employer and the Administrator and their agents and representatives from any losses or damages of any kind relating to the deemed investment of the Participant's SERP Account hereunder.

4.1.3 ~~4.1.2~~ Investment Return. As of each Business Day, the Administrator shall credit the Investment Return on the Participant's SERP Account accrued since the immediately preceding Business Day, ~~as follows:~~

~~4.1.2.1~~ Determination. The Investment Return for each Business Day shall be the amount necessary to increase or decrease the Participant's SERP Account to what it would have been had the SERP Account balance actually been invested in the Investment Option(s) selected by the Participant under Section ~~4.1.2.2~~ 4.1.2 at the close of the Business Day. The Investment Return shall also be adjusted to reflect surrender or other charges that would have been charged to the Participant's SERP Account had the SERP Account actually been invested in such Investment Options and withdrawn to pay benefits. ~~If the Participant fails to select an Investment Option, the Investment Return shall reflect the Investment Option most similar to a guaranteed income account or such other Investment Option designated by the Administrator. [To be reviewed by Fidelity.]~~

4.1.4 ~~4.1.2.2~~ Investment Options. The Administrator shall determine the available Investment Options, and the rules for allocating the Participant's SERP Account balance among such Options. The Administrator may in its sole discretion amend the Plan's Investment Options from time to time, with respect to future periods.

4.1.5 ~~4.1.2.3~~ Participant Risk. Neither the Hospital, the Board of Directors of the Hospital, the Administrator nor any member of the Board or the Administrator or any agent, employee or advisor of the Hospital shall be liable for any decrease in ~~at~~ the Participant's SERP Account as a result of the performance or lack thereof of any Investment Option.

4.2 Benefits After 2025. No annual credits shall be credited to the Participant's SERP Account after December 31, 2025. If the Participant continues employment as CEO with the

Hospital beyond December 31, 2025, the Hospital shall pay to the Participant an amount equal to the annual credit the Hospital otherwise would have credited to the Participant's SERP Account under Section 4.1.1. The Hospital shall pay such amounts on December 31 of the Plan Year in which the annual credit would have accrued. All payments under this Section 4.2 shall terminate when the Participant ceases to be employed as CEO of the Hospital.

4.3 Statement of Account. The Administrator shall provide to the Participant quarterly statements setting forth the activity and balance in the Participant's SERP Account for the quarter. Quarterly statements shall be provided in paper or electronically, as elected by the Participant.

4.4 Accounting Device Only. The Participant's SERP Account shall be a bookkeeping account utilized solely as a device for the measurement of the SERP Benefit to be paid to the Participant under this Plan. The SERP Account shall not constitute or be treated as a trust fund of any kind. The Participant is a general unsecured creditor of the Hospital for the payment of the SERP Benefit. The SERP Benefit hereunder represents the mere promise by the Hospital to pay such benefit. The Participant's rights to a SERP Benefit hereunder are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by the Participant's creditors. Notwithstanding anything in the Plan to the contrary, only the Employer or the Administrator shall have control over any assets held in respect of Plan liabilities. The Participant shall have no control over such assets and references herein to the Participant's "deemed investment" of the Participant's SERP Account shall not mean, nor be construed to mean, control over actual assets held by the Employer. Any provision in any custodial agreement or other contract governing assets held in respect of Plan liabilities that purports to require the Participant's consent to change ownership of the asset or any incident of ownership of the asset (such as the owner's liquidation of the asset), is hereby considered null and void.

Article 5

Payment of Benefits

5.1 Entitlement to/Forfeiture of Benefit. The Participant's SERP Benefit is the nonforfeitable balance in the Participant's SERP Account as of the date the Participant (or the Participant's beneficiary, if applicable, as described in Section 5.3.1) becomes fully or partially vested in the Participant's SERP Account as follows.

5.1.1 General Rule.

5.1.1.1 The Participant shall have a nonforfeitable interest in 50% of the Participant's SERP Account balance on December 31, 2024; provided that the Participant remains employed by the Hospital as CEO on such date.

5.1.1.2 The Participant shall have a nonforfeitable interest in 100% of the Participant's SERP Account balance on the earliest of: (i) December 31, 2025,

provided that the Participant remains employed by the Hospital as CEO on such date; (ii) the date of the Participant's Disability, provided that the Participant remains employed by the Hospital as CEO on such date; or (iii) the date of the Participant's Involuntary Separation from Service without Reasonable Cause.

5.1.2 Voluntary and Reasonable Cause Separations. If, prior to the vesting dates specified in Section 5.1.1, the Participant has a voluntary Separation from Service or an Involuntary Separation from Service with Reasonable Cause, the Participant shall forfeit all rights to receive any unpaid SERP Benefit under this Plan.

5.2 Payment of Benefits. The Hospital shall distribute the Participant's nonforfeitable SERP Benefit in a lump sum on the date determined in the Hospital's sole discretion that is within the 15th day of the third month following the later of (i) the end of the first taxable year of the Participant in which a vesting event described in Section 5.1.1 occurs entitling the Participant to a nonforfeitable interest in all or a portion of the Participant's SERP Account; or (ii) the end of the first taxable year of the Hospital in which an event described in Section 5.1.1 occurs entitling the Participant to a nonforfeitable interest in all or a portion of the Participant's SERP Account.

5.3 Survivorship Benefits. Notwithstanding Sections 5.1 and 5.2, upon the death of the Participant, the Hospital shall pay the Participant's SERP Benefit, if any, in accordance with this Section.

5.3.1 Entitlement/Payment. If the Participant dies before receiving under Section 5.2 and before forfeiting the Participant's SERP Benefit under Section 5.1, the Hospital shall pay the SERP Benefit to the Participant's beneficiary in a lump sum on the date determined in the Hospital's sole discretion that is within 2½ months after the Participant's death.

5.3.2 Death of Beneficiary. If a beneficiary dies before receiving the payment due to such beneficiary pursuant to this Plan, the Hospital shall pay the remaining payment to the legal representatives of the beneficiary's estate.

5.3.3 Beneficiary Designations. The Participant shall designate a beneficiary by filing a written notice of such designation with the Administrator. The Participant may revoke or modify the designation at any time by a further written designation. However, no such designation, revocation or modification shall be effective unless signed by the Participant and accepted by the Administrator during the Participant's lifetime. The Participant's beneficiary designation shall be deemed automatically revoked (i) if the beneficiary dies prior to the Participant's death, or (ii) if the Participant designates their spouse as beneficiary and then, prior to the Participant's death, the Participant's marriage to such individual is dissolved. If the Participant dies without a valid beneficiary designation, the Participant's SERP Benefits shall be distributed to the Participant's surviving spouse, if any, and if none, to the Participant's estate.

5.3.4 Facility of Payment. If a benefit is payable to a minor or person declared incompetent or to a person incapable of handling the disposition of such person's property, the Hospital may pay such benefit to the guardian, legal representative or person having the care or custody of such minor, incompetent person or incapable person. The Hospital may require proof of incompetence, minority or guardianship as it may deem appropriate prior to distribution of the benefit. Such distribution shall completely discharge the Hospital from all liability with respect to such benefit.

5.4 Overpayment of Benefits. If the Hospital erroneously pays or overpays a distribution (an "Overpayment") to the Participant or beneficiary, then, in accordance with applicable law, the Participant or beneficiary shall be obligated to return the Overpayment to the Hospital, and the Hospital and the Administrator shall be authorized to (a) recoup the Overpayment plus any earnings or interest thereon, (b) offset all or any portion of the unreturned Overpayment (plus earnings or interest thereon) against other SERP Benefits to which the Participant or beneficiary is or becomes entitled, and/or (c) pursue other lawful means of recovering such Overpayment (plus earnings or interest thereon).

5.5 No Funding of Benefits. The Plan is not funded. All compensation deferred hereunder, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall remain (until made available to the Participant or beneficiary) solely the property and rights of the Hospital subject to the claims of the Hospital's general creditors. Nothing in this Section, however, shall prevent the Plan from permitting Participants to request that these amounts be deemed to be invested among the Investment Options as provided in Section 4.1.2.

Article 6

Claims and Review Procedures

Claims for benefits under the Plan shall be made and processed under the procedures described in Sections 6.1 and 6.2 subject to the adjustments referred to in Section 6.3 for the determination of whether a Disability has occurred.

6.1 Claims Procedure. Any individual ("claimant") who has not received benefits under the Plan that he or she believes should be paid shall make a claim for such benefits as follows:

6.1.1 Initiation – Written Claim. The claimant initiates a claim by submitting to the Administrator a written claim for the benefits.

6.1.2 Timing of Administrator Response. The Administrator shall respond to such claimant within 90 days after receiving the claim. If the Administrator determines that special circumstances require additional time for processing the claim, the

Administrator can extend the response period by an additional 90 days by notifying the claimant in writing, prior to the end of the initial 90-day period, that an additional period is required. The notice of extension must set forth the special circumstances and the date by which the Administrator expects to render its decision.

6.1.3 Notice of Decision. If the Administrator denies part or all of the claim, the Administrator shall notify the claimant in writing of such denial. The Administrator shall write the notification in a manner calculated to be understood by the claimant. The notification shall set forth:

6.1.3.1 The specific reasons for the denial,

6.1.3.2 A reference to the specific provisions of the Plan on which the denial is based,

6.1.3.3 A description of any additional information or material necessary for the claimant to perfect the claim and an explanation of why it is needed,

6.1.3.4 An explanation of the Plan's review procedures and the time limits applicable to such procedures, and

6.1.3.5 A statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

6.2 Review Procedure. If the Administrator denies part or all of the claim, the claimant shall have the opportunity for a full and fair review by the Administrator of the denial, as follows:

6.2.1 Initiation – Written Request. To initiate the review, the claimant, within 60 days after receiving the Administrator's notice of denial, must file with the Administrator a written request for review.

6.2.2 Additional Submissions – Information Access. The claimant shall then have the opportunity to submit written comments, documents, records and other information relating to the claim. The Administrator shall also provide the claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claimant's claim for benefits.

6.2.3 Considerations on Review. In considering the review, the Administrator shall take into account all materials and information the claimant submits relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

6.2.4 Timing of Administrator Response. The Administrator shall respond in writing to such claimant within 60 days after receiving the request for review. If the Administrator determines that special circumstances require additional time for processing the claim, the Administrator can extend the response period by an additional 60 days by notifying the claimant in writing, prior to the end of the initial 60-day period, that an additional period is required. The notice of extension must set forth the special circumstances and the date by which the Administrator expects to render its decision.

6.2.5 Notice of Decision. The Administrator shall notify the claimant in writing of its decision on review. The Administrator shall write the notification in a manner calculated to be understood by the claimant. The notification shall set forth:

6.2.5.1 The specific reasons for the denial,

6.2.5.2 A reference to the specific provisions of the Plan on which the denial is based,

6.2.5.3 A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claimant's claim for benefits, and

6.2.5.4 A statement of the claimant's right to bring a civil action under ERISA Section 502(a).

6.3 Disability Determination. To the extent a claim for benefits submitted under Section 6.1 involves the issue of whether a Disability has occurred, the foregoing procedures shall be adjusted as described in the Department of Labor Regulations Section 2560.503-1 for disability determinations.

6.4 Legal Action to Recover Benefits. A claimant must exhaust all administrative remedies hereunder before commencing any legal action to recover benefits hereunder. A claimant shall not commence any legal action to recover benefits hereunder more than 365 days after the date of the written response of the Administrator to the claimant's request for review under Section 6.2 hereof, and in the event that a claimant commences such a legal action, the claimant shall not present any evidence not timely presented to the Administrator under the claims procedures in Sections 6.1, 6.3 or 6.3 hereof, as applicable.

Article 7

Administration and Finances

7.1 Administration. The Retirement Plan Administrative Committee of El Camino Hospital shall be the Administrator and named fiduciary under the Plan.

7.2 Powers of the Administrator. The Administrator shall have all powers necessary to administer the Plan, including, without limitation, the sole powers and discretionary authority:

7.2.1 to interpret the provisions of the Plan;

7.2.2 to establish and revise the method of accounting for the Plan and to maintain the accounts; and

7.2.3 to establish rules for the administration of the Plan and to prescribe any forms required to administer the Plan.

7.3 Actions of the Administrator. The Participant shall not receive a benefit under this Plan unless the Administrator has determined in its discretion that the Participant is entitled to the benefit. All determinations, interpretations, rules, and decisions of the Administrator shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

7.4 Delegation. The Administrator shall have the power to delegate specific duties and responsibilities to officers or other employees of the Administrator or other individuals or entities. Any delegation by the Administrator may allow further delegations by the individual or entity to which the delegation is made. The Administrator may rescind any delegation at any time. Each person or entity to which a duty or responsibility has been delegated shall be responsible for the exercise of such duty or responsibility and shall not be responsible for any act or failure to act of any other person or entity.

7.5 Reports and Records. The Administrator and those to whom the Administrator has delegated duties under the Plan shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

7.6 Finances. The costs of the Plan shall be borne by the Hospital.

7.7 Indemnification. The Hospital will indemnify, defend and hold harmless the Administrator, or any member thereof, from and against any and all loss resulting from liability to which the Administrator may be subjected by reason of any act or omission (except willful misconduct or gross negligence) in its official capacities in the administration of this Plan, including attorneys' fees and all other expenses reasonably incurred in the Administrator's defense, in case the Hospital fails to provide such defense. The indemnification provisions of this Section 7.7 do not extend to any third party administrator, or other Plan service provider.

Article 8

Amendments and Termination

The Hospital may amend or terminate the Plan, in full or in part, at any time and from time to time, provided both that any such amendment or termination shall not reduce any amount credited to the Participant's SERP Account under the Plan prior to the effective date of such amendment or termination unless the Participant consents in writing to the amendment or termination. Any amendment shall be filed with the Plan documents maintained by the Hospital.

Article 9

Miscellaneous

9.1 No Guaranty of Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the Hospital and any Participant. Nothing contained herein shall give any Participant the right to be retained in the employ of the Hospital or to interfere with the right of the Hospital to discharge any Participant at any time, nor shall it give the Hospital the right to require any Participant to remain in its employ or to interfere with the Participant's right to separate from service at any time.

9.2 Non-Alienation. No benefit payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

9.3 Transfers to Affiliate. Any Participant who transfers employment to an Affiliate shall not be deemed to have a Separation from Service solely by virtue of such transfer for any purpose under this Plan. The Participant shall remain a Participant in this Plan, but shall cease to accrue new benefits (other than earnings or losses on benefits previously accrued), and (ii) the Participant's entitlement to benefits under this Plan shall be determined as if the Participant's employment with the Affiliate were employment with the Hospital.

9.4 Participant Rights. In consideration of the Participant's continuing their employment with the Hospital following their receipt of notice of eligibility to participate in this Plan, the Hospital intends to provide the Participant with legally enforceable rights to the Participant's benefits in accordance with the terms of this Plan, subject to the Hospital's right to amend or terminate such benefits under Article 8.

9.5 Assignment to Successor. The Hospital shall assign its rights and obligations under this Plan to any successor organization resulting from a merger, acquisition or affiliation involving the Hospital, or resulting from a sale of substantially all of the Hospital's assets.

9.6 Applicable Law. The Plan and all rights hereunder shall be governed by and construed according to the laws of California, except to the extent the laws of the United States of America preempt such state laws.

9.7 409A and 457(f) Requirements. The Hospital intends that this Plan comply with the applicable requirements of Code Sections 409A and 457(f), and the terms of this Plan shall be interpreted and applied consistent with such intent. Notwithstanding anything to the contrary herein, amounts credited to the Participant's SERP Account are not intended to constitute deferred compensation subject to Code Section 409A or 457(f) because they are intended to be covered by the "short-term deferral exception" set forth in Treasury Regulations Section 1.409A-1(b)(4), except that, for this purpose, in applying the rules of Treasury Regulations Section 1.409A-1(b)(4), the meaning of the term "substantial risk of forfeiture" under Proposed Treasury Regulations 1.457-12(e) applies in each place that term is used (and not the meaning of substantial risk of forfeiture provided under Treasury Regulations Section 1.409A-1(d)).

9.8 Tax Withholding. The Hospital shall withhold from any benefit payable under the Plan any applicable income tax withholding and employment taxes.

IN WITNESS WHEREOF, the undersigned has executed this CEO Additional Supplemental Executive Retirement Plan on the ____ day of _____, 2023.

EL CAMINO HOSPITAL

By _____

Title _____

Document comparison by Workshare Compare on Friday, October 20, 2023
3:49:03 PM

Input:	
Document 1 ID	iManage://usdms.aplaw.arnoldporter.net/US/174424655/3
Description	#174424655v3<usdms.aplaw.arnoldporter.net> - El Camino .001: CEO SERP draft
Document 2 ID	file://C:\Users\mec3715\AppData\Roaming\iManage\Work\Recent\El Camino Hospital _ General Labor Matters (0035117-00001)\El Camino .001_ CEO SERP draft(174424655.4).doc
Description	El Camino .001_ CEO SERP draft(174424655.4)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	23
Deletions	16
Moved from	2
Moved to	2
Style changes	0
Format changes	0

Total changes	43
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**A05d2. Redline - El Camino .001_ Revised SERP draft
(2)-174528116-v3 and El Camino .001_ Revised SERP
draft (2)(174528116.4)(174885634.1)**

**EL CAMINO HOSPITAL
457(f) SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(As Amended and Restated Effective January 1, 2023)**

**Article 1
The Plan**

1.1 Name/Restatement Date. The name of this Plan shall be the El Camino Hospital 457(f) Supplemental Executive Retirement Plan. The original effective date of the Plan is January 1, 2009. The effective date of this amendment and restatement is January 1, 2023.

1.2 Purpose. El Camino Hospital, a tax-exempt corporation described in Code Section 501(c)(3) (the “Hospital”), sponsors the Plan to provide supplemental retirement benefits to retain specified employees of the Hospital who are members of a select group of management or highly compensated employees. The Plan is intended to be a top hat plan described in Department of Labor Regulation Section 2520.104-23 and a plan described under Code Section 457(f).

**Article 2
Definitions**

Whenever used in the Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning. Except as otherwise noted, when the defined meaning is intended, the term is capitalized:

2.1 “Administrator” means the person designated as Administrator under Article 7

2.2 “Affiliate” means an entity that is considered a single employer with the Hospital under Section 414(b) or (c) of the Code, whether as parent-subsidiary corporations, brother-sister corporations or other relationships described in such Code sections.

2.3 “Base Salary” of a Participant for a Plan Year means the total annual base salary payable to such Participant at the rate in effect on the first day of the Plan Year (or portion thereof) for which the annual credit under Section 4.1.1 is being credited. Base Salary shall not be reduced for any salary reduction contributions (i) to cash or deferred arrangements under Section 401(k) of the Code, (ii) to a tax-sheltered annuity under Section 403(b) of the Code, (iii) to a cafeteria plan under Section 125 of the Code, (iv) to a qualified transportation fringe benefit plan under Section 132(f) of the Code; or (v) to a nonqualified deferred compensation plan. Base Salary shall not take into account any bonuses, reimbursed expenses, credits or benefits (including benefits under any plan of deferred compensation), or any additional cash compensation or compensation payable in a form other than cash.

2.4 “Business Day” means each day on which the New York Stock Exchange is open.

2.5 “Code” means the Internal Revenue Code of 1986, as amended. References to a Code section shall be deemed to be to that section as it now exists and to any successor provision.

2.6 “Deferred Vesting Date” for each SERP Account means the fifth anniversary of the date as of which such Account is created, as described in Section 4.1.

2.7 “Disability” means (i) the Participant, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, being unable to engage in any substantial gainful activity, or receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Hospital, or (ii) the Social Security Administration determining that the Participant is totally disabled.

2.8 “Eligibility Date” for any Employee, means the eligibility date specified by the Hospital for participation hereunder by the Employee. The Eligibility Date is the first date the Employee may become eligible to receive benefits under the Plan.

2.9 “Employee” means a common law employee of the Hospital who is specifically designated by the Hospital as eligible to participate hereunder and who is a member of a select group of management or highly compensated employees.

2.10 “Investment Option” means each of the alternative deemed investment vehicles designated by the Administrator under Section 4.1.2.24.1.4 for determining the Investment Return.

2.11 “Investment Return” means the amount credited to the SERP Account as specified under Section 4.1.24.1.3.

2.12 “Involuntary Separation from Service” means a Separation from Service due to the independent exercise of the unilateral authority of the Hospital to terminate the services of the Participant, other than due to the Participant’s implicit or explicit request, where the Participant was willing and able to continue performing services for the Hospital (as further described in Treasury Regulation Section 1.409A-1(n)(1)).

2.13 “Participant” means an Employee who has commenced participation in the Plan under Section 3.1 or any former Employee who has a SERP Account balance and is entitled to a SERP Benefit(s) hereunder.

2.14 “Plan Year” means the calendar year.

2.15 “Reasonable Cause” means any of the following, with respect to a Participant’s position of employment with the Hospital:

2.15.1 Loss of any professional license required to perform the duties of the position;

2.15.2 Gross negligence, fraud or willful violation of any law or significant Hospital policy, committed in connection with the position and resulting in a material adverse effect on the Hospital; or

2.15.3 Failure to substantially perform (for reasons other than Disability) the duties reasonably assigned or appropriate to the position, in a manner reasonably consistent with prior practice;

provided, however, that the term “Reasonable Cause” shall not include ordinary negligence or failure to act, whether due to an error in judgment or otherwise, if the Participant has exercised substantial efforts in good faith to perform the duties reasonably assigned or appropriate to the position.

2.16 “Separation from Service” (or any similar phrase, such as “separate from service”) means the Participant’s termination of employment for any reason whatsoever, determined as follows:

2.16.1 Generally. The Participant terminates employment when the facts and circumstances indicate that the Hospital and the Participant reasonably anticipate that the Participant will perform no further services for the Hospital or an Affiliate, or that the level of services the Participant will perform for the Hospital and Affiliates will permanently decrease to no more than 20% of the average level of services the Participant performed over the immediately preceding 36-month period (or the full period of services if the Participant has been providing services to the Hospital and Affiliates less than 36 months) (the “36-month average”).

2.16.2 Presumptions. Barring contrary facts and circumstances, the Administrator shall presume (i) that a decrease in services to 20% or less of the 36-month average constitutes termination of employment, and (ii) that continued services at 50% or more of the 36-month average does not constitute termination of employment. Continued services at more than 20% but less than 50% of the 36-month average shall remain subject to the facts and circumstances test under Section 2.16.1.

2.16.3 Employee vs. Contractor. For purposes of the foregoing, services include those performed as an employee or as an independent contractor.

2.16.4 Asset Sale. If all or a portion of the Hospital’s assets are sold in a transaction that qualifies under the terms of Treasury Regulation Section 1.409A-1(h)(4), the Hospital and the purchasing company may jointly specify whether Participants who continue employment with the purchasing company have terminated employment.

2.16.5 Leave of Absence. If the Participant takes a bona fide leave of absence (as defined in Treasury Regulation Section 1.409A-1(h)(1)), the Hospital shall not treat the Participant as having a Separation from Service.

2.17 “SERP Account” means each of the bookkeeping accounts maintained for the Participant under Article 4.

2.18 “SERP Benefit” means the benefit described in Article 5 for each SERP Account.

2.19 “SERP Percentage” means the percentage designated by the Hospital for determining the credits under Section 4.1.1. The SERP Percentage for each Plan Year beginning on or after January 1, 2022, until changed by the Hospital, shall be as follows: (i) 12%, for a Participant who has completed less than 20 Years of Service, or (ii) 15%, for a Participant who has completed 20 or more Years of Service; provided, however, that the Hospital may provide for a different percentage for selected Participants from time to time, as set forth in the Addendum hereto. “Years of Service” means (i) the total number of full and partial months of employment a Participant completes with the Hospital and an Affiliate, beginning with the Participant’s most recent date of employment or re-employment with the Hospital or an Affiliate, reduced by the total of the Participant’s full and partial months of unpaid leaves of absences; divided by (ii) 12. If the foregoing formula results in a fractional Year of Service, the Participant’s Years of Service shall be rounded down to the nearest whole number.

Article 3

Participation

3.1 Commencement/Termination. Each Employee shall become a Participant and eligible to receive benefits under this Plan as of the Employee’s Eligibility Date. Participation shall continue until all benefits for the Participant have been paid or forfeited.

3.2 Plan Rules/Regulations. To participate in and receive benefits under this Plan, each Participant agrees to observe all rules and regulations established by the Administrator for administering the Plan and shall abide by all decisions of the Administrator in the interpretation and administration of the Plan.

Article 4

SERP Account

4.1 Establishing Accounts. Except as provided in Section 4.2, the Administrator shall establish a SERP Account hereunder for each Participant as of the first day of each Plan Year (or as of the Eligibility Date, if later), and shall credit to the SERP Account with the following amounts:

4.1.1 Annual Credit. Each Plan Year the Administrator shall credit to the SERP Account created for such Plan Year an amount equal to (i) the Participant’s Base Salary, multiplied by the Participant’s SERP Percentage for such Plan Year, less (ii) the expected contributions to the Qualified Retirement Plans for the Plan Year. The Administrator shall make such credit in equal installments at least quarterly throughout the Plan Year. As of December 31 of each Plan Year or, if earlier, the date of the Participant’s Separation from

Service (if any) during the Plan Year, the Administrator shall increase or decrease the SERP Account balance, so that the annual credit for such Plan Year reflects the actual amount of Qualified Plan Contributions made on behalf of the Participant for, and/or only the Participant's complete months of employment with the Hospital during, the Plan Year. For this purpose, the term "Qualified Retirement Plans" means the 403(b) and cash balance plans maintained by the Hospital.

4.1.2 Deemed Investment Directions of Participants. Subject to such limitations as may from time to time be imposed by law, the Employer or the Administrator, or contained elsewhere in the Plan, each Participant may direct, in the form and at the time prescribed by the Administrator, as to how the Participant's SERP Account should be deemed to be invested among the Investment Options hereunder. The Participant's investment direction shall designate the percentage of each portion of the Participant's SERP Account that is requested to be deemed to be invested among the Investment Options, and shall be subject to the following rules:

4.1.2.1 Any initial or subsequent deemed investment direction shall be effective as soon as is practicable after it is received by the Administrator. A Participant's investment direction shall remain in effect until a subsequent investment direction shall be filed with the Administrator and become effective.

4.1.2.2 If a Participant fails to make an investment direction, or the Administrator receives an investment direction which it determines to be incomplete, unclear or improper, the Participant shall be deemed to have directed that the Participant's SERP Account be invested in the Investment Option designated as the default option by the Administrator.

4.1.2.3 Each Participant hereunder, as a condition of participation hereunder, agrees to indemnify and hold harmless the Employer and the Administrator and their agents and representatives from any losses or damages of any kind relating to the deemed investment of the Participant's SERP Account hereunder.

4.1.3 ~~4.1.2~~ Investment Return. As of each Business Day, the Administrator shall credit the Investment Return on ~~the~~each Participant's SERP Account accrued since the immediately preceding Business Day, ~~as follows:~~

~~4.1.2.1 Determination.~~ The Investment Return for each Business Day shall be the amount necessary to increase or decrease the Participant's SERP Account to what it would have been had the SERP Account balance actually been invested in the Investment Option(s) selected by the Participant under Section ~~4.1.2.2~~4.1.2 at the close of the Business Day. The Investment Return shall also be adjusted to reflect surrender or other charges that would have been charged to the Participant's SERP Account had the SERP Account actually been invested in such Investment Options and withdrawn to pay benefits. ~~If the Participant fails to select an Investment Option, the Investment Return shall reflect the~~

~~Investment Option most similar to, effective January 2, 2018, a guaranteed income account or such other default Investment Option designated by the Administrator. [To be reviewed by Fidelity.]~~

4.1.4 ~~4.1.2.2~~ Investment Options. The Administrator shall determine the available Investment Options, and the rules for allocating a Participant's SERP Account balance among such Options. The Administrator may in its sole discretion amend the Plan's Investment Options from time to time, with respect to future periods.

4.1.5 ~~4.1.2.3~~ Participant Risk. Neither the Hospital, the Board of Directors of the Hospital, the Administrator nor any member of the Board or the Administrator or any agent, employee or advisor of the Hospital shall be liable for any decrease in a Participant's SERP Account as a result of the performance or lack thereof of any Investment Option.

4.2 Older Participant Benefits. No annual credits shall be credited to a Participant's SERP Account on and after the date the Participant attains age 65. If a Participant continues employment with the Hospital beyond age 65, the Hospital shall pay to the Participant an amount equal to the annual credit the Hospital otherwise would have credited to a SERP Account for such Participant under Section 4.1.1. The Hospital shall pay such amounts during the Plan Year in which the annual credits would have accrued. All payments under this Section 4.2 shall terminate upon the Participant's Separation from Service with the Hospital.

4.3 Statement of Accounts. The Administrator shall provide to the Participant quarterly statements setting forth the activity and balance in the Participant's SERP Account for the quarter. Quarterly statements shall be provided in paper or electronically, as elected by the Participant.

4.4 Accounting Device Only. A SERP Account shall be a bookkeeping account utilized solely as a device for the measurement of the SERP Benefit to be paid to the Participant with respect to the SERP Account. A SERP Account shall not constitute or be treated as a trust fund of any kind. The Participant is a general unsecured creditor of the Hospital for the payment of SERP Benefits. The SERP Benefit(s) hereunder represent the mere promise by the Hospital to pay such benefits. The Participant's rights to a SERP Benefit(s) hereunder are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by the Participant's creditors. Notwithstanding anything in the Plan to the contrary, only the Employer or the Administrator shall have control over any assets held in respect of Plan liabilities. A Participant shall have no control over such assets and references herein to a Participant's "deemed investment" of the Participant's SERP Account shall not mean, nor be construed to mean, control over actual assets held by the Employer. Any provision in any custodial agreement or other contract governing assets held in respect of Plan liabilities that purports to require a Participant's consent to change ownership of the asset or any incident of ownership of the asset (such as the owner's liquidation of the asset), is hereby considered null and void.

Article 5
Payment of Benefits

Each SERP Account shall independently be subject to the provisions of this Article 5.

5.1 Entitlement to / Forfeiture of Benefit. A Participant's SERP Benefit from each SERP Account is the balance in such Account as of the date the Participant (or the Participant's beneficiary, if applicable, as described in Section 5.3.1) becomes entitled to such SERP Benefit.

5.1.1 General Rule. The Participant shall be entitled to the SERP Benefit upon the earliest of (i) the Deferred Vesting Date of the Participant's SERP Account; provided that the Participant remains employed by the Hospital on such date; (ii) the Participant's 65th birthday; provided that the Participant remains employed by the Hospital on such date (iii) the date of the Participant's Disability; and (iv) the date of the Participant's Involuntary Separation from Service without Reasonable Cause.

5.1.2 Voluntary and Reasonable Cause Separations. If, prior to the vesting date specified in Section 5.1.1, the Participant has a voluntary Separation from Service or an Involuntary Separation from Service with Reasonable Cause, the Participant shall forfeit all rights to receive any unpaid SERP Benefit under this Plan.

5.2 Payment of Benefits. The Hospital shall distribute the Participant's nonforfeitable SERP Benefit in a lump sum on the date determined in the Hospital's sole discretion that is within the 15th day of the third month following the later of (i) the end of the first taxable year of the Participant in which a vesting event described in Section 5.1.1 occurs entitling the Participant to the SERP Benefit; or (ii) the end of the first taxable year of the Hospital in which a vesting event described in Section 5.1.1 occurs entitling the Participant to the SERP Benefit.

5.3 Survivorship Benefits. Notwithstanding Sections 5.1 and 5.2, upon the death of the Participant, the Hospital shall pay the Participant's SERP Benefit, if any, in accordance with this Section.

5.3.1 Entitlement/Payment. If the Participant dies before receiving under Section 5.2 and before forfeiting the Participant's SERP Benefit under Section 5.1, the Hospital shall pay the SERP Benefit to the Participant's beneficiary in a lump sum on the date determined in the Hospital's sole discretion that is within 2½ months after the Participant's death.

5.3.2 Death of Beneficiary. If a beneficiary dies before receiving the payment due to such beneficiary pursuant to this Plan, the Hospital shall pay the remaining payment to the legal representatives of the beneficiary's estate.

5.3.3 Beneficiary Designations. The Participant shall designate a beneficiary by filing a written notice of such designation with the Administrator. The Participant may revoke or modify the designation at any time by a further written designation. However, no such designation, revocation or modification shall be effective unless signed by the

Participant and accepted by the Administrator during the Participant's lifetime. The Participant's beneficiary designation shall be deemed automatically revoked (i) if the beneficiary dies prior to the Participant's death, or (ii) if the Participant designates their spouse as beneficiary and then, prior to the Participant's death, the Participant's marriage to such individual is dissolved. If the Participant dies without a valid beneficiary designation, the Participant's SERP Benefits shall be distributed to the Participant's surviving spouse, if any, and if none, to the Participant's estate.

5.3.4 Facility of Payment. If a benefit is payable to a minor or person declared incompetent or to a person incapable of handling the disposition of such person's property, the Hospital may pay such benefit to the guardian, legal representative or person having the care or custody of such minor, incompetent person or incapable person. The Hospital may require proof of incompetence, minority or guardianship as it may deem appropriate prior to distribution of the benefit. Such distribution shall completely discharge the Hospital from all liability with respect to such benefit.

5.4 Overpayment of Benefits. If the Hospital erroneously pays or overpays a distribution (an "Overpayment") to a Participant or beneficiary, then in accordance with applicable law, the Participant or beneficiary shall be obligated to return the Overpayment to the Hospital, and the Hospital and the Administrator shall be authorized to (a) recoup the Overpayment plus any earnings or interest thereon, (b) offset all or any portion of the unreturned Overpayment (plus earnings or interest thereon) against other SERP Benefits to which the Participant or beneficiary is or becomes entitled, and/or (c) pursue other lawful means of recovering such Overpayment (plus earnings or interest thereon).

5.5 No Funding of Benefits. The Plan is not funded. All compensation deferred hereunder, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall remain (until made available to the Participant or beneficiary) solely the property and rights of the Hospital subject to the claims of the Hospital's general creditors. Nothing in this Section, however, shall prevent the Plan from permitting Participants to request that these amounts be deemed to be invested among the Investment Options as provided in Section 4.1.2.

Article 6

Claims and Review Procedures

Claims for benefits under the Plan shall be made and processed under the procedures described in Sections 6.1 and 6.2 subject to the adjustments referred to in Section 6.3 for the determination of whether a Disability has occurred.

6.1 Claims Procedure. Any individual ("claimant") who has not received benefits under the Plan that he or she believes should be paid shall make a claim for such benefits as follows:

6.1.1 Initiation – Written Claim. The claimant initiates a claim by submitting to the Administrator a written claim for the benefits.

6.1.2 Timing of Administrator Response. The Administrator shall respond to such claimant within 90 days after receiving the claim. If the Administrator determines that special circumstances require additional time for processing the claim, the Administrator can extend the response period by an additional 90 days by notifying the claimant in writing, prior to the end of the initial 90-day period, that an additional period is required. The notice of extension must set forth the special circumstances and the date by which the Administrator expects to render its decision.

6.1.3 Notice of Decision. If the Administrator denies part or all of the claim, the Administrator shall notify the claimant in writing of such denial. The Administrator shall write the notification in a manner calculated to be understood by the claimant. The notification shall set forth:

6.1.3.1 The specific reasons for the denial,

6.1.3.2 A reference to the specific provisions of the Plan on which the denial is based,

6.1.3.3 A description of any additional information or material necessary for the claimant to perfect the claim and an explanation of why it is needed,

6.1.3.4 An explanation of the Plan's review procedures and the time limits applicable to such procedures, and

6.1.3.5 A statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

6.2 Review Procedure. If the Administrator denies part or all of the claim, the claimant shall have the opportunity for a full and fair review by the Administrator of the denial, as follows:

6.2.1 Initiation – Written Request. To initiate the review, the claimant, within 60 days after receiving the Administrator's notice of denial, must file with the Administrator a written request for review.

6.2.2 Additional Submissions – Information Access. The claimant shall then have the opportunity to submit written comments, documents, records and other information relating to the claim. The Administrator shall also provide the claimant, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claimant's claim for benefits.

6.2.3 Considerations on Review. In considering the review, the Administrator shall take into account all materials and information the claimant submits relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

6.2.4 Timing of Administrator Response. The Administrator shall respond in writing to such claimant within 60 days after receiving the request for review. If the Administrator determines that special circumstances require additional time for processing the claim, the Administrator can extend the response period by an additional 60 days by notifying the claimant in writing, prior to the end of the initial 60-day period, that an additional period is required. The notice of extension must set forth the special circumstances and the date by which the Administrator expects to render its decision.

6.2.5 Notice of Decision. The Administrator shall notify the claimant in writing of its decision on review. The Administrator shall write the notification in a manner calculated to be understood by the claimant. The notification shall set forth:

6.2.5.1 The specific reasons for the denial,

6.2.5.2 A reference to the specific provisions of the Plan on which the denial is based,

6.2.5.3 A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant (as defined in applicable ERISA regulations) to the claimant's claim for benefits, and

6.2.5.4 A statement of the claimant's right to bring a civil action under ERISA Section 502(a).

6.3 Disability Determination. To the extent a claim for benefits submitted under Section 6.1 involves the issue of whether a Disability has occurred, the foregoing procedures shall be adjusted as described in the Department of Labor Regulations Section 2560.503-1 for disability determinations.

6.4 Legal Action to Recover Benefits. A claimant must exhaust all administrative remedies hereunder before commencing any legal action to recover benefits hereunder. A claimant shall not commence any legal action to recover benefits hereunder more than 365 days after the date of the written response of the Administrator to the claimant's request for review under Section 6.2 hereof, and in the event that a claimant commences such a legal action, the claimant shall not present any evidence not timely presented to the Administrator under the claims procedures in Sections 6.1, 6.3 or 6.3 hereof, as applicable.

Article 7

Administration and Finances

7.1 Administration. The Retirement Plan Administrative Committee of El Camino Hospital shall be the Administrator and named fiduciary under the Plan.

7.2 Powers of the Administrator. The Administrator shall have all powers necessary to administer the Plan, including, without limitation, the sole powers and discretionary authority:

7.2.1 to interpret the provisions of the Plan;

7.2.2 to establish and revise the method of accounting for the Plan and to maintain the accounts; and

7.2.3 to establish rules for the administration of the Plan and to prescribe any forms required to administer the Plan.

7.3 Actions of the Administrator. No Participant shall receive a benefit under this Plan unless the Administrator has determined in its discretion that the Participant is entitled to the benefit. All determinations, interpretations, rules, and decisions of the Administrator shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

7.4 Delegation. The Administrator shall have the power to delegate specific duties and responsibilities to officers or other employees of the Administrator or other individuals or entities. Any delegation by the Administrator may allow further delegations by the individual or entity to which the delegation is made. The Administrator may rescind any delegation at any time. Each person or entity to which a duty or responsibility has been delegated shall be responsible for the exercise of such duty or responsibility and shall not be responsible for any act or failure to act of any other person or entity.

7.5 Reports and Records. The Administrator and those to whom the Administrator has delegated duties under the Plan shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

7.6 Finances. The costs of the Plan shall be borne by the Hospital.

7.7 Indemnification. The Hospital will indemnify, defend and hold harmless the Administrator, or any member thereof, from and against any and all loss resulting from liability to which the Administrator may be subjected by reason of any act or omission (except willful misconduct or gross negligence) in its official capacities in the administration of this Plan, including attorneys' fees and all other expenses reasonably incurred in the Administrator's defense, in case the Hospital fails to provide such defense. The indemnification provisions of this Section 7.7 do not extend to any third party administrator, or other Plan service provider.

Article 8

Amendments and Termination

The Hospital may amend or terminate the Plan, in full or in part, at any time and from time to time, provided both that any such amendment or termination shall not reduce any amount credited to a Participant's SERP Account under the Plan prior to the effective date of such amendment or termination unless the Participant consents in writing to the amendment or termination. Any amendment shall be filed with the Plan documents maintained by the Hospital.

Article 9

Miscellaneous

9.1 No Guaranty of Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the Hospital and any Participant. Nothing contained herein shall give any Participant the right to be retained in the employ of the Hospital or to interfere with the right of the Hospital to discharge any Participant at any time, nor shall it give the Hospital the right to require any Participant to remain in its employ or to interfere with the Participant's right to separate from service at any time.

9.2 Non-Alienation. No benefit payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

9.3 Transfers to Affiliate. Any Participant who transfers employment to an Affiliate shall not be deemed to have a Separation from Service solely by virtue of such transfer for any purpose under this Plan. The Participant shall remain a Participant in this Plan, but shall cease to accrue new benefits (other than earnings or losses on benefits previously accrued), and (ii) the Participant's entitlement to benefits under this Plan shall be determined as if the Participant's employment with the Affiliate were employment with the Hospital.

9.4 Participant Rights. In consideration of the Participants' continuing their employment with the Hospital following their receipt of notice of eligibility to participate in this Plan, the Hospital intends to provide each Participant with legally enforceable rights to the Participant's benefits in accordance with the terms of this Plan, subject to the Hospital's right to amend or terminate such benefits under Article 8.

9.5 Assignment to Successor. The Hospital shall assign its rights and obligations under this Plan to any successor organization resulting from a merger, acquisition or affiliation involving the Hospital, or resulting from a sale of substantially all of the Hospital's assets.

9.6 Applicable Law. The Plan and all rights hereunder shall be governed by and construed according to the laws of California, except to the extent the laws of the United States of America preempt such state laws.

9.7 409A and 457(f) Requirements. The Hospital intends that this Plan comply with the applicable requirements of Code Sections 409A and 457(f), and the terms of this Plan shall be interpreted and applied consistent with such intent. Notwithstanding anything to the contrary herein, amounts credited to the Participant's SERP Account are not intended to constitute deferred compensation subject to Code Section 409A or 457(f) because they are intended to be covered by the "short-term deferral exception" set forth in Treasury Regulations Section 1.409A-1(b)(4), except that, for this purpose, in applying the rules of Treasury Regulations Section 1.409A-1(b)(4), the meaning of the term "substantial risk of forfeiture" under Proposed Treasury Regulations 1.457-12(e) applies in each place that term is used (and not the meaning of substantial risk of forfeiture provided under Treasury Regulations Section 1.409A-1(d)).

9.8 Tax Withholding. The Hospital shall withhold from any benefit payable under the Plan any applicable income tax withholding and employment taxes.

IN WITNESS WHEREOF, the undersigned has executed this CEO Additional Supplemental Executive Retirement Plan on the ____ day of _____, 2023.

EL CAMINO HOSPITAL

By _____

Title _____

ADDENDUM

**EL CAMINO HOSPITAL
457(f) SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

EL CAMINO HOSPITAL (the "Hospital") sponsors the Supplemental Executive Retirement Plan (the "Plan"), restated effective as of January 1, 2023. The Hospital retained the right to designate different "SERP Percentages" for specified Participants from time to time.

Accordingly, effective for the Plan Year commencing on January 1, 2023 and for each Plan Year thereafter until changed by the Hospital, the SERP Percentage for the following individuals shall be as specified below:

Participant	SERP Percentage
Andrew Cope	14%
Cecile Currier	17%
Joan Kezic	17%
Ken King	16%
Dan Woods	13%

EL CAMINO HOSPITAL

By _____
Title: _____
Date: _____

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Legend:	
Insertion	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	30
Deletions	17
Moved from	1
Moved to	1
Style changes	0
Format changes	0

Total changes	49
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