



**REGULAR MEETING of the Executive Committee of the  
Peninsula Clean Energy Authority (PCEA)  
Monday, December 12, 2016**

Room 405  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063  
8:00 a.m.

*Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Anne Bartoletti, Agenda Administrator, at least 12 hours before the meeting at (650) 350-9514 and/or [abartoletti@peninsulacleanenergy.com](mailto:abartoletti@peninsulacleanenergy.com). Notification in advance of the meeting will enable the PCEA to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Attendees to this meeting are reminded that other attendees may be sensitive to various chemical based products.*

*If you wish to speak to the Committee, please fill out a speaker's slip located on the tables as you enter the meeting room. If you have anything that you wish to be distributed to the Committee and included in the official record, please hand it to a member of PCEA staff who will distribute the information to the Committee members and other staff.*

**CALL TO ORDER / ROLL CALL**

**PUBLIC COMMENT**

This item is reserved for persons wishing to address the Board on any PCEA-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda; 3) Chief Executive Officer's or Staff Report on the Regular Agenda; or 4) Committee Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board are requested to complete a speaker's slip and provide it to PCEA staff. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Committee Chair.

**ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS**

This item is to set the final consent and regular agenda, and for approval of the items listed on the consent agenda. All items on the consent agenda are approved by one action.

## **REGULAR AGENDA**

1. PCEA Workforce Policy (Discussion)
2. Approve Recommendation of PCEA Employee Health Benefits Package (Action)
3. Recommendation of Resolution forming Citizens Advisory Committee (Discussion)
4. PCEA Policy to Not Use Any Unbundled RECs (Discussion)

## **CONSENT AGENDA**

5. Approval of the Minutes for the October 11, 2016 Meeting (Action)
6. Approve Recommendation of 2017 Meeting Dates (Action)

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Office of Sustainability, located at 455 County Center, 4th Floor, Redwood City, CA 94063, for the purpose of making those public records available for inspection. The documents are also available on the PCEA's Internet Web site. The website is located at: <http://www.peninsulacleanenergy.com>.



**PENINSULA CLEAN ENERGY  
JPA Executive Committee Correspondence**

**DATE:** December 8, 2016  
**BOARD MEETING DATE:** December 12, 2016  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Executive Committee  
**FROM:** Jan Pepper, Chief Executive Officer, Peninsula Clean Energy  
**SUBJECT:** Approve PCEA Employee Health Benefits Package

**RECOMMENDATION:** Approve a Peninsula Clean Energy Authority (PCEA) Health Benefits Package, which includes adoption of a Resolution of the Board approving the form of and authorizing execution of the Memorandum of Understanding and authorizing the Small Group Program Application / Program Participation Agreement for participation in the Special District Risk Management Authority (SDRMA) medical benefits.

**BACKGROUND:**

Peninsula Clean Energy (PCE) has intended, since its inception, to provide a progressive health benefits package to its employees. Jan Pepper, the first employee PCE hired, was able to obtain health coverage through San Mateo County Government because PCE hadn't obtained certain Human Resources services yet. This was intended to be a temporary offer of health benefits coverage, and was intended to be replaced by health benefits services contracted directly by and for PCE.

Due to PCE's lean employee profile, having a total of four employees as of September 6<sup>th</sup>, 2016, and with two of the four PCE employees having health benefits covered through their spouses, PCE was able to add one more employee to the San Mateo County Government health benefits through the end of 2016.

During the time from September through October, PCE sought to secure a health benefits package through Insperity, the company currently providing PCE payroll support and some benefits management services. PCE thought Insperity would be adding PCE employees to an existing group, thereby enabling PCE to obtain better rates and better coverage than if PCE sought benefits on its own. However, it turned out that PCE was

treated as an individual company with only two covered employees, and the actuarial impact resulted in extremely high rates for extremely limited coverage.

Through the assistance of Jay Costellano, Employee Benefits manager within the Human Resources department of the County of San Mateo, PCE was able to negotiate terms with SDRMA, a health insurance broker that provides benefits to several local government entities. PCE's status as a Joint Powers Authority and public agency enabled PCE to be eligible for SDRMA services, which provide much better rates and health benefits packages because each agency's employees are added to a larger pool of employees.

**DISCUSSION:**

PCE needs to provide employees with health benefits beginning January 1, 2017. SDRMA has offered PCE a health benefits package similar to the benefits packages provided to County of San Mateo employees, with the best coverage for the most reasonable rates that PCE has been able to negotiate.

We request that the Board adopt this Resolution approving the form of and authorizing execution of the Memorandum of Understanding and authorizing participation in the SDRMA medical benefits.

General Counsel has reviewed and approved the attached Resolution, the Memorandum of Understanding, and the Program Participation Agreement.

**FISCAL IMPACT:**

The cost of providing health benefits for PCEA employees has been an expected part of the budget. The cost of covering health benefits for the current PCEA employees plus the additional projected new hires up to 20 employees in 2017, would exceed \$100,000, and therefore requires Board approval.

**ATTACHMENTS**

- A. Resolution of the (Governing Body) of Peninsula Clean Energy Authority approving the form of and authorizing the execution of a memorandum of understanding and authorizing participation in the Special District Risk Management Authority's (SDRMA) health benefits program.
- B. Memorandum of Understanding relating to the SDRMA's medical benefits.
- C. Small Group Program Application - Program Participation Agreement.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE (GOVERNING BODY) OF Peninsula Clean Energy Authority  
APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS  
PROGRAM

**WHEREAS**, Peninsula Clean Energy Authority, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in Health Benefits offered by the Special District Risk Management Authority (the "Authority"); and

**WHEREAS**, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

**WHEREAS**, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for Health Benefits; and

**WHEREAS**, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:**

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
ENTITY Secretary

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

**WHEREAS**, on August 1, 2006, SDRMA was appointed administrator for the purpose of enrolling small public entities typically having 250 or less employees into the CSAC - Excess Insurance Authority Health's ("CSAC-EIA Health") Small Group Health Benefits Program (hereinafter "PROGRAM"); and

**WHEREAS**, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by CSAC-EIA Health Committee for the PROGRAM (the "COMMITTEE") and not SDRMA; and.

**WHEREAS**, ENTITY desires to enroll and participate in the PROGRAM.

**NOW THEREFORE**, SDRMA and ENTITY agree as follows:

1. **PURPOSE.** ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. **ENTRY INTO PROGRAM.** ENTITY shall enroll in the PROGRAM by making application through SDRMA which shall be subject to approval by the PROGRAM's Underwriter and governing documents and in accordance with applicable eligibility guidelines.
3. **MAINTENANCE OF EFFORT.** PROGRAM is designed to provide an alternative health benefit solution to all participants of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional). ENTITY public officials may participate in the PROGRAM only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements
4. **PREMIUMS.** ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, public officials, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates set by the COMMITTEE for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

- a. SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties. Premiums are based on a full month and there are no partial months or prorated premiums.
- b. ENTITY must send notification of termination of benefits for a covered employee or dependent to SDRMA within 31 days of the date of termination. Benefits will be terminated the last day of the month in which the termination occurred. If the termination notice is received after 31 days of the date of termination, the request must be approved by the PROGRAM to terminate coverage. All requests may not be approved; therefore participants may need to wait for open enrollment to elect the change (termination). If the termination is due to an employee terminating employment, if not approved to retroactively terminate coverage, coverage will be terminated prospectively at the end of the month.

5. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to PROGRAM underwriter for approval.
6. **COVERAGE DOCUMENTS.** Except as otherwise provided herein, CSAC-EIA Health documents outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM.
7. **PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
8. **ASSESSMENTS.** Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:
  - a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
  - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.
  - c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
  - d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.
9. **WITHDRAWAL.** ENTITY may withdraw subject to the following condition: ENTITY shall notify SDRMA and the PROGRAM in writing of its intent to withdraw at least 90 days prior to their requested withdrawal date. ENTITY may rescind its notice of intent to withdraw. Once ENTITY withdraws from the PROGRAM, there is a 3-year waiting period to come back into the PROGRAM, and the ENTITY will be subject to underwriting approval again.
10. **LIAISON WITH SDRMA.** Each ENTITY shall maintain staff to act as liaison with the SDRMA and between the ENTITY and the SDRMA's designated PROGRAM representative.
11. **GOVERNING LAW.** This MEMORANDUM shall be governed in accordance with the laws of the State of California.
12. **VENUE.** Venue for any dispute or enforcement shall be in Sacramento, California.
13. **ATTORNEY FEES.** The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
14. **COMPLETE AGREEMENT.** This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement of the ENTITY.
15. **SEVERABILITY.** Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
16. **AMENDMENT OF MEMORANDUM.** This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's signatory to this MEMORANDUM.



Any ENTITY who fails or refuses to execute an amendment to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.

- 17. EFFECTIVE DATE. This MEMORANDUM shall become effective upon the signing of this MEMORANDUM by the ENTITY and Chief Executive Officer or Board President of SDRMA.
- 18. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: \_\_\_\_\_

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

Special District Risk  
Management Authority

Dated: \_\_\_\_\_

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

Peninsula Clean Energy Authority

**To:** Peninsula Clean Energy Authority  
**From:** EIA Underwriting  
**Date:** November 14, 2016  
**Re:** Peninsula Clean Energy Authority: Small Group Program Application

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We are happy to approve the application of Peninsula Clean Energy Authority for acceptance and participation in the EIA Small Group program.

As part of this acceptance you will find two additional attachments to this letter:

1. Program Underwriting & Eligibility Rules
2. Program Participation Agreement

The Underwriting and Eligibility Rules are to serve as a general guide for program rules and expectations. These rules serve as expectations of member conduct within the program and are designed to protect both the pool and the member from actions that may increase the cost and risk in the program.

The Program Participation Agreement details the final terms of acceptance and any special exceptions or terms that have been made as part of this approval. Please read these terms carefully and contact your representative at GSRMA / SDRMA if you have any questions or clarifications.

Acceptance of the terms, completion and execution of the participation agreement will constitute full acceptance of the organization as a member of the program and eligible to participate in the insurance coverage program(s) applied for and accepted in this agreement. **Please return the signed Program Participation Agreement to SDRMA.**

We thank you for your interest in the EIA Small Group program and look forward to your participation in the program.

Sincerely,

Scott McClave

**FOR INTERNAL USE ONLY**

Application is:

Accepted

Rejected

Case No. \_\_\_\_\_

Effective:

12/1/2016

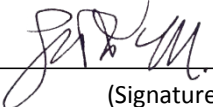
Underwriter:

Scott McClave

Date:

11/15/2016

By:

  
(Signature)

## SMALL GROUP PROGRAM UNDERWRITING & ELIGIBILITY GUIDELINES

(Subject to attached Custom Contingencies and Caveats section)

### Health Program Eligibility

<b>Active Employees</b>	Full-time salaried or hourly employees who are actively at work at least 30 hours per week.
<b>Part-Time Employees</b>	Part-time employees who are actively at work at least 20 hours per week.
<b>Dependent Eligibility</b>	Eligible dependents are covered to age 26 and will terminate coverage first of the month following 26th Birthday. Disabled dependents are covered regardless of age but must be approved by the plan administrator (claim fiduciary medical management) prior to annual enrollment.
<b>COBRA Participants</b>	Eligible to elect coverage through COBRA.
<b>Board members, Trustees, Council Members, or Other Elected officials</b>	Directors, board members, and other elected/appointed officials can only elect plan if they are eligible on the current plan and are subject to the same requirements as Active employees.
<b>Retirees</b>	To qualify for Medicare plans and rates, retiree must be enrolled in Medicare Parts A&B.
	Retired employees who are currently eligible and participating on the plan will be eligible to continue coverage under the program, if the coverage permits. Retirees who declined coverage may not enroll in any coverage at a subsequent enrollment date.
	Medicare eligible retirees must enroll in Medicare parts A&B.

### Health Program Underwriting (Continued on next page)

<b>Group Size Requirements</b>	
<b>Minimum/Maximum</b>	Minimum: 2 Full-Time Active Employees. Maximum: 200-250 Employees
<b>Participation Guidelines</b>	
<b>Active Employees or Retirees</b>	<ul style="list-style-type: none"> <li>• Minimum participation of 75% of all eligible.</li> <li>• Non-Medicare Retirees cannot exceed 20% of the total covered population.</li> </ul>
<b>Employer Contributions</b>	
Contributions should be structured to allocate cost for tiers with dependent coverage. Cash-Back or "Cash-in-lieu-of" employer contributions are not permitted unless a specific exception* has been made.	
Active Employees, Board members, Trustees, Council Members, or Other Elected officials	Employer pays Minimum 75% of the single-only cost, 50% suggested contribution for dependents.
Retirees	No minimum employer contribution.
<b>Waiting Period</b>	
Date of hire is not allowed unless hire date is on the first of the month. All plan changes resulting from Qualifying Events will be effective on the 1st of the month following the event.	
<b>Waivers</b>	

Coverage can only be waived with proof of group coverage through spouse, other group coverage, Medicare/Medical or COBRA.	
<b>Carrier Guidelines</b>	
<b>Carrier: Blue Shield and Anthem Blue Cross</b>	Carrier Limitations apply: "Blue on Blue" rules apply.
<b>Alongside Another Carrier (Slice Coverage)</b>	
Slice coverage (i.e. offering Kaiser as well as EIA Small Group plans) is not permitted as a rule, unless a specific exception* has been provided for.	
<b>Lock-out period</b>	
Groups that leave the EIA program are not allowed to return (re-apply) to the program for a 3-year period.	
<b>Plan Selections and Combinations Guidelines</b>	
Plan Selection	<b>Subject to underwriting review and approval:</b> <ul style="list-style-type: none"> <li>• 2-100 enrolled lives: 2 plans</li> <li>• 101-200 enrolled lives: 3 plans</li> </ul>
Plan Combinations	<ul style="list-style-type: none"> <li>• Only 1 HMO or HDHP plan may be offered to an employee group</li> <li>• Plans requested in addition to HMO or HDHP require approval from EIA underwriting.</li> <li>• Future plan changes are subject to review and approval by EIA underwriting</li> </ul>

## Eligibility Guidelines: Dental, Vision, Life, Disability and EAP

The following underwriting guidelines assume the employer will only be offering the EIA Small Group coverage plans.

<b>Active Employees</b>	Full-time salaried or hourly employees who are actively at work at least 30 hours per week.
<b>Part-Time Employees</b>	Part-time employees who are actively at work at least 20 hours per week.
<b>COBRA Participants</b>	<ul style="list-style-type: none"> <li>• <b>Dental &amp; Vision:</b> Eligible to elect coverage through COBRA.</li> <li>• <b>Life/AD&amp;D, Disability, EAP:</b> Not eligible to elect coverage through COBRA.</li> </ul>
<b>Board members, Trustees, Council Members, or Other Elected officials</b>	<ul style="list-style-type: none"> <li>• <b>Dental, Vision, Life/AD&amp;D, EAP:</b> Directors, board members, and other elected/appointed officials can only elect plan if they are eligible on the current plan and are subject to the same requirements as Active employees.</li> <li>• <b>Supplemental Life and Disability:</b> Not eligible.</li> </ul>
<b>Retirees</b>	<ul style="list-style-type: none"> <li>• <b>Dental and Vision:</b> Retirees are eligible</li> <li>• <b>Life/AD&amp;D, Disability, and EAP:</b> Not eligible</li> </ul>

## Underwriting Guidelines: Dental, Vision, Life, Disability and EAP

<b>Group Size Requirements</b>	
<b>Minimum/Maximum</b>	Min: 2 Full-Time Active Employees Max: Up to 50 Employees*
<b>Participation Guidelines</b>	
<b>Active Employees</b>	<ul style="list-style-type: none"> <li>• <b>Dental and Vision:</b> 75% of all eligible.</li> <li>• <b>Life/AD&amp;D, Disability, and EAP:</b> 100% of all eligible</li> </ul>
<b>Employer Contributions</b>	
Contributions should be structured to allocate cost for tiers with dependent coverage. Cash-Back or "Cash-in-lieu-of" employer contributions are not permitted unless a specific exception* has been made.	
Active Employees, Board members, Trustees, Council Members, or Other Elected officials	Employer pays 100% of the single-only cost, except for Supplemental Life.
Retirees	No minimum employer contribution (for eligible lines of coverage).
<b>Carrier Guidelines</b>	
Cannot be a current client of the following carriers: Delta, VSP, Voya or MHN.	
<b>Lock-out period</b>	
Groups that leave the EIA program are not allowed to return (re-apply) to the program for a 3-year period.	
<b>Plan Selection Guidelines</b>	
<b>Plan Selection</b>	<ul style="list-style-type: none"> <li>• Employers can select only one plan to offer their employees and dependents.</li> <li>• <b>Basic Life and AD&amp;D:</b> Employer must select a plan for each class of employee (Designated by level of benefit)</li> </ul>

\* At the discretion of EIA Underwriting. See Special Acceptance Terms section of Participation Agreement for further detail.

## PROGRAM PARTICIPATION AGREEMENT

The coverage and premiums offered under this agreement are based on the information provided. The submission of any false information may result in the denial of coverage. The provision of known false or misleading information shall render this agreement null and void, and any insurance coverage offered hereunder shall be withdrawn retroactively to the effective date of the policy.

**Peninsula Clean Energy Authority** is approved for the following products:

Health  Dental  Vision  Life  Disability  EAP

Future underwriting approval is required for coverage not requested / approved above.

### **Special Acceptance Terms**

- Rate proposal assumes full takeover of existing benefit plans and carriers
- The current 50% participation is below EIA standards but an exception has been made because the waivers are enrolled in other group coverage through their spouses. Changes to this will warrant a re-evaluation of this exception.

### **Standard Acceptance Terms**

- The Underwriting & Eligibility Rules are part of the terms of this agreement and apply unless stated otherwise in the Special Acceptance Terms.
- Proposed rates are guaranteed ONLY for the current population of **Peninsula Clean Energy Authority**, including all currently covered active employees, retirees and public officials (where approved).
- This proposal includes the following Affordable Care Act Government Fees (Health plans only)
  - Reinsurance Fee, PCORI Fee, Insurer Fee (where applicable)
- Rate proposal assumes current enrollment as provided in census file submitted in Interest Packet. The EIA reserves the right to potentially non-renew if the following changes occur and no corrective action is taken by the member organization:
  - If total program enrollment changes by more than 10%.
  - If the distribution of Actives versus non-Medicare Retirees changes by more than 10%.
  - If the tiered enrollment distribution changes by more than 10%.
  - If employer's contribution towards the employee only cost falls below 75%. This proposal assumes current employer contribution is at least 75% of employee-only cost unless a specific exception has been provided by underwriting.

**GENERAL AGREEMENT AND SIGNATURE**

Effective date requested: \_\_\_\_\_ (Actual date will be assigned by EIA if application is accepted). Application is hereby made to EIA or the appropriate affiliated company for Employee benefits coverage identified above. If this application is accepted, this Program Participation Agreement will become part of the agreement to join the program.

Upon Acceptance of the application, the **Peninsula Clean Energy Authority** will inform all persons who are eligible for coverage that they may apply for EIA coverage under the Agreement/Policy. By signing below applicant acknowledges receipt and adherence of EIA's underwriting and eligibility guidelines and terms of the Participation Agreement.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_



**SPECIAL MEETING of the Executive Committee of the  
Peninsula Clean Energy Authority (PCEA)  
Tuesday, October 11, 2016  
MINUTES**

Room 405  
County Government Center  
455 County Center, 4th Floor  
Redwood City, CA 94063  
8:00 a.m.

**CALL TO ORDER**

Meeting was called to order at 8:06 a.m.

**ROLL CALL**

**Present:** Dave Pine, County of San Mateo, *Chair*  
Jeff Aalfs, Town of Portola Valley, *Vice Chair*  
Gary Pollard, City of Foster City  
Wayne Lee, City of Millbrae  
Cameron Johnson, City of San Carlos  
Pradeep Gupta, City of South San Francisco

**Absent:** Rick DeGolia, Town of Atherton  
Carole Groom, County of San Mateo

**Staff:** Jan Pepper, CEO, Peninsula Clean Energy  
Nirit S. Eriksson, Associate General Counsel  
George Wiltsee, Director of Power Resources, Peninsula Clean Energy  
Anne Bartoletti, Board Clerk, Peninsula Clean Energy

**A quorum was established.**

**PUBLIC COMMENT**

No public comment.

**ACTION TO SET THE AGENDA AND TO APPROVE CONSENT AGENDA ITEMS**



Motion Made / Seconded: Lee / Pollard

**Motion passed 5-0 (Absent: Pine, Groom, DeGolia).**

## **REGULAR AGENDA**

### **1. APPROVE RECOMMENDATION ON POLICY 7 – RISK MANAGEMENT POLICY FOR CRRs**

Jan Pepper – Chief Executive Officer (CEO) of Peninsula Clean Energy (PCE) – explained that Congestion Revenue Rights (CRRs) provide a means for reserving space on the transmission lines for transporting power to PCE customers here in northern California and San Mateo County. The California Independent System Operator (CAISO) allocates CRRs to participants in the market to protect against transmission congestion costs. In order to be allocated CRRs by the CAISO, PCE is required to adopt a risk management policy that clearly states how participants will manage the credit risk associated with the financial settlement of CRR transactions. Jan Pepper explained that the policy proposed by PCE is very similar to the policies that both Marin Clean Energy (MCE) and Sonoma Clean Power (SCP) have adopted, and that Direct Energy, PCE’s scheduling coordinator, will execute and manage all CRR transactions on behalf of PCE.

Motion Made / Seconded: Gupta / Lee

**Motion passed 6-0 (Absent: Groom, DeGolia).**

### **2. PROVIDE DIRECTION ON FUTURE ROLE AND MEMBERSHIP OF CAC**

Jan Pepper explained that the Board had recently approved extending the Citizens Advisory Committee (CAC) meetings through the end of 2016, moving their meetings to the Thursday a week before the Board meetings, and added a CAC Report as a standing Board agenda item. PCE staff seek direction from the Executive Committee and the Board on the future role of the CAC.

The Executive Committee discussed that the CAC was originally formed as an ad-hoc committee to provide recommendations to the Board until PCE’s launch in October. They discussed the current composition of the CAC membership, the definition of “Citizens Advisory”, and the role of the CAC in 2016 versus what it could be in the future.

Chair Pine suggested that he and Cameron Johnson draft a proposal on this item for the Board to consider at its Retreat.

Due to the time, the Executive Committee decided to take up some Agenda items out of order.

## **PUBLIC COMMENT**

James Tuleya

## **CLOSED SESSION**

### **6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 155 Linfield Drive, Menlo Park

Agency Negotiators: Jan Pepper, David Silberman and Nirit Eriksson

Negotiating Party: Barclays

Under Negotiation: price and terms

#### **CLOSED SESSION REPORT**

No reportable actions were taken.

## **OPEN SESSION**

### **3. PCEA BOARD RETREAT**

- a. PCEA Mission Statement
- b. Creation of an Ad Hoc Committee to develop a Code of Ethics
- c. Environmental Justice and Resource Adequacy
- d. Other

| Cameron Johnson reported that San Carlos's municipal accounts opted up to ECO100.

The Executive Committee discussed some of the issues that came up during the Board meeting on September 22, 2016, regarding Shell Energy North America providing Resource Adequacy, and that PCEA might need a Code of Ethics policy to apply to potential vendors. It was also suggested that the Board Retreat and upcoming Board meetings include some educational information.

The meeting concluded for lack of a quorum.

### **4. PROPOSED IT SECURITY AND CAISO POLICIES**

No action taken for lack of a quorum.

### **5. PCEA MEMBERSHIP IN CALCCA**

No action taken for lack of a quorum.

**CONSENT AGENDA**

- 7. Approval of the Minutes for the July 11, 2016 Meeting**
- 8. Approval of the Minutes for the August 8, 2016 Meeting**
- 9. Approval of the Minutes for the September 12, 2016 Meeting**



## Executive Committee Meeting Schedule 2017

Location: San Mateo County Government Office, 455 County Center, 4th Floor, Redwood City, CA 94063

<b>Meeting Date:</b>	<b>Time:</b>	<b>Room:</b>
January 9, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
February 13, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
March 13, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
April 10, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
May 8, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
June 12, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
July 10, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
August 14, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
September 11, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
October 9, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
November 13, 2017	8:00 am	4 <sup>th</sup> floor, Room 405
December 11, 2017	8:00 am	4 <sup>th</sup> floor, Room 405