



3. **Review of Policies and Procedures (Even Numbered)** A p. 21  
*The Committee will be asked to review the even-numbered policies and procedures and take action or provide direction to staff, as appropriate.*
  4. **Liability Program Memoranda of Coverage** A p. 56  
*The Committee will be asked to review and approve the proposed changes to the Campus Liability Program Memorandum of Coverage.*
  5. **Clarification of Liability Deductible for Self-Support Units** A p. 82  
*The Committee will be asked to approve increasing the deductible for Self-Support Units to \$50,000.*
  6. **Return to Work Interactive Process Training** A p. 85  
*The Committee will be asked to approve a proposal to reallocate funds within the FY 19/20 CSURMA budget from the UC-CSU Workers' Compensation Summit to the proposed Return to Work Interactive Process Training.*
  7. **CSU Affinity Groups Biennial Mini-Conference and/or Workshops** A p. 86  
*The Committee will be asked to approve funding for training sessions, workshops or conferences hosted by the CSU Affinity Groups, to be held every-other-year. The Fitting the Pieces Together Conference will be rescheduled from once every 18 months to every-other-year.*
  8. **Risk Management Innovation Grant Application** A p. 87  
*The Committee will be asked to review and if appropriate approve the Risk Management Innovation Grant.*
  9. **May 8, 2020 CSURMA Executive Committee and Board Meetings Location** A p. 117  
*The Committee will be asked to approve the location of the May EC and BOD meetings.*
- E. OTHER PROGRAMS**
1. **AORMA Programs Update** I p. 118  
*The Committee will receive a verbal report on the AORMA programs.*
  2. **AIME Program Update** I p. 119  
*The Committee will receive a verbal report on the AIME program.*
- F. CLOSED SESSION Pursuant to Cal. Gov. Code Sec. 11126(e)(1) & 11126(f)(1)** A  
– Action may be taken per Government Code Section 11126(e)(1) & 11126(f)(1).  
*The matters below may be discussed. The Committee may take action or provide direction to Staff regarding the matters.*
1. **Freeman v. CSU (San Bernardino)**
  2. **Herrington (Class Action) v. CSU (Fresno)**
  3. **John Doe (Class Action) v. CSU (Fullerton)**
  4. **John Doe v. Suzuki, et al. (Sonoma)**
  5. **Macabasco v. CSU (Fullerton)**
  6. **Sanchez v. CSU (Fullerton)**



California State University Risk Management Authority

**G. INFORMATION ITEMS**

- |   |          |               |
|---|----------|---------------|
| <b>1. Review of FY 2019/20 Long Range Planning Goals</b>      | <b>I</b> | <i>p. 120</i> |
| <b>2. CSURMA Administrative Service Calendar</b>              | <b>I</b> | <i>p. 123</i> |
| <b>3. 2020/21 CSURMA Meeting Calendar</b>                     | <b>I</b> | <i>p. 127</i> |
| <b>4. CSURMA Executive Committee &amp; Staff Contact List</b> | <b>I</b> | <i>p. 130</i> |

**H. ADJOURNMENT**

**The next CSURMA Executive Committee meeting is scheduled for March 5 & 6, 2020 in San Francisco, CA.**

*If you have questions regarding the agenda package, please contact*

*Mimi Long at [mlong@alliant.com](mailto:mlong@alliant.com) / (415) 403-1423 or Tevea Him at [thim@alliant.com](mailto:thim@alliant.com) / (415) 403-1416*

**APPROVAL OF THE AGENDA**

**ISSUE:** The Committee will be asked to approve the agenda for today's meeting.

**RECOMMENDATION:** Staff recommends that the Committee approve the agenda as presented.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):** None.

**APPROVAL OF MINUTES – NOVEMBER 8, 2019**

**ISSUE:** The Executive Committee will be asked to review and approve the draft minutes of its November 8, 2019 meeting.

**RECOMMENDATION:** It is recommended that the Executive Committee approve the minutes from its November 8, 2019 meeting, including revisions as necessary.

**FISCAL IMPACT:** None.

**BACKGROUND:** The minutes reflect the action taken by the Executive Committee at its last meeting.

**PUBLICATION:** All CSURMA Executive Committee meeting minutes are posted on the CSURMA website once they are approved.

**ATTACHMENT(S):**

- a. CSURMA EC Meeting Minutes - November 8, 2019

**MINUTES OF THE  
CSURMA EXECUTIVE COMMITTEE MEETING**

**NOVEMBER 8, 2019**

**CROWNE PLAZA SAN FRANCISCO AIRPORT HOTEL**

**1177 AIRPORT BLVD, BURLINGAME, CA 94010**

**9:00 AM**

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**MEMBERS PRESENT**

Scott Apel, California State University Long Beach  
Lisa Chavez (Chair), California State University Los Angeles  
Thom Davis, California State University, Bakersfield  
Robert Eaton (Treasurer), California State University, Office of the Chancellor  
Lisa Kao, California State University, Fresno  
Dave Nakamura (AORMA First Vice Chair), Humboldt State University Center  
Kevin Saunders (Vice-Chair), California State University, Monterey Bay

**MEMBERS ABSENT**

Dwayne Brummett (AORMA Chair), Associated Students, Inc. at San Luis Obispo  
Amy Thomas, California State University, Monterey Bay (*via Teleconference/non-voting*)

**STAFF, GUESTS & CONSULTANTS**

Candace Collins, Praesidium Inc.  
Andrew Gaspari, Alliant Insurance Services, Inc.  
Zachary Gifford, CSU Office of the Chancellor – Systemwide Risk Management  
Jacki Graf, Alliant Insurance Services, Inc.  
Tevea Him, Alliant Insurance Services, Inc.  
Daniel Howell, Alliant Insurance Services, Inc.  
William Hsu, General Counsel (*via Teleconference*)  
Robert Leong, Alliant Insurance Services, Inc.  
Susan Leung, Alliant Insurance Services, Inc.  
Amy Lightner, Alliant Insurance Services, Inc.  
Mimi Long, Alliant Insurance Services, Inc.  
Mark Thomas, KPMG  
Jody Van Leuven, CSU Office of the Chancellor  
Robin Webb, General Counsel (*via Teleconference*)

**A. CALL TO ORDER**

The meeting was called to order by the Chair, Lisa Chavez at 9:00 AM.

**A1. Approval of the Agenda**

A motion was made to approve the order of the agenda.

Motion: Scott Apel  
Second: Thom Davis

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Dwayne Brummett				X
Lisa Chavez	X			
Thom Davis	X			
Robert Eaton	X			
Lisa Kao	X			
Dave Nakamura	X			
Kevin Saunders	X			
Amy Thomas				X

**MOTION CARRIED**

**B. PUBLIC COMMENTS**

There were no comments from members of the public.

**C. CONSENT**

- C1. Approval of Minutes – September 6, 2019**
- C2a. Financial Report at September 30, 2019 - Treasurer’s Report**
- C2b. Financial Report at September 30, 2019 - Draft Financial Statement**
- C3. Adoption of FY 2020/21 CSURMA Meeting Calendar**
- C4. Liability Claims Administrator Service Performance Audit**
- C5. Workers’ Compensation Claims Administrator Service Performance Audit**

A motion was made to approve all of the items on the consent calendar.

Motion: Robert Eaton  
Second: Thom Davis

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Dwayne Brummett				X
Lisa Chavez	X			
Thom Davis	X			
Robert Eaton	X			
Lisa Kao	X			
Dave Nakamura	X			

Kevin Saunders	X			
Amy Thomas				X

**MOTION CARRIED**

**D. GENERAL ADMINISTRATION**

**D1. Independent Auditor’s Financial Audit Report as of June 30, 2019**

Mark Thomas from KPMG presented the results of the CSURMA Financial Audit for the period ending June 30, 2019. Thomas stated that the Independent’s Auditors Report includes an unmodified opinion on the financial statements as well as the supplementary information.

A motion was made to accept the audited financial report ending June 30, 2019 and to recommend approval to the Board of Directors.

**Motion:** Thom Davis

**Second:** Robert Eaton

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Dwayne Brummett				X
Lisa Chavez	X			
Thom Davis	X			
Robert Eaton	X			
Lisa Kao	X			
Dave Nakamura	X			
Kevin Saunders	X			
Amy Thomas				X

**MOTION CARRIED**

**D2. Liability Program Memoranda of Coverage**

Robert Leong explained that on September 6, 2019, the Executive Committee reviewed proposed amendments to the Liability Memorandums of Coverage (*MOCs*) for the Campus Liability risk pool and excess reinsurance. General Counsel commented “Damages” as defined in the MOC is extremely broad as currently written from which a demand for reimbursement of attorney’s fees itself may trigger coverage. Further, coverage for emotional distress without bodily injury may be covered as presently written. The Committee reviewed the draft MOC. Robin Webb noted that her suggested changes were not included on the MOC.

This item was tabled to the January, 2020 meeting.

**D3. CSURMA’s Conflict of Interest Code – Consultants / New Positions Determination of Disclosure Categories**

CSURMA has adopted a conflict of interest code as required by state law and regulation. The code has been approved by the Fair Political Practices Commission (FPPC) and requires certain consultants to CSURMA to file Form 700 statements. At the discretion of the CSURMA Chair, consultants with limited duties are not required to file Form 700 statements.

CSURMA currently requires the following consultants to comply with its conflict of interest disclosure requirements and file a Form 700 with the FPPC:

- Alliant Insurance Services, Inc.
- Sedgwick CMS
- Carl Warren & Company

CSURMA has contracts with the following consultants who are **not** currently required to comply with CSURMA’s disclosure requirements:

Table 1

Consultant	Description of Duties	Disclosure
Employers Group	HR consulting for the CSU Auxiliary Organizations.	No disclosure is required.
Witt O’Brien’s, LLC	Emergency management and business continuity consulting.	No disclosure is required.
Praesidium	Safety and risk management consulting for programs involving minors.	No disclosure is required.
Health Special Risk Inc.	Third party claims administration for AIME and Club Sports programs.	No disclosure is required.
Equifax	Unemployment insurance claims administration.	No disclosure is required.
AON	Actuarial services.	No disclosure is required.

The Committee reviewed and discussed the above consultants’ description of duties for the CSURMA. It was determined that their duties are limited in scope and therefore are not required to comply with CSURMA’s conflict of interest disclosure requirements.

A motion was made to exempt the CSURMA consultants shown in Table 1 above from filing a Form 700 with the FPPC.

**Motion:** Kevin Saunders

**Second:** Robert Eaton

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Dwayne Brummett				X

Lisa Chavez	X			
Thom Davis	X			
Robert Eaton	X			
Lisa Kao	X			
Dave Nakamura	X			
Kevin Saunders	X			
Amy Thomas				X

**MOTION CARRIED**

**D4. Praesidium Update**

Candace Collins from Praesidium provided an update regarding basic abuse risk management nationwide trends as well as the CSU’s utilization of the services offered within the CSURMA contract.

**E. OTHER PROGRAMS**

**E1. AORMA Programs Update**

Dave Nakamura, the AORMA Committee 1<sup>st</sup> Vice Chair, noted that the Committee had not met since the last report given to the Executive Committee on September 6, 2019.

**E2. AIME Program Update**

Lisa Kao reported on the recent activities of the AIME Committee.

**F. CLOSED SESSION**

1. Freeman v. CSU (San Bernardino)
2. Chavez v. CSU (Northridge)
3. John Doe (Class Action) v. CSU (Fullerton)
4. Herington (Class Action) v. CSU (Fresno)
5. Apodaca v. CSU (San Marcos)
6. O’Brien adv. CSU (SFSU)
7. Espinoza v. CSU (SLO), ASI
8. SFSU Science Building Coverage Dispute

A motion was made to enter closed session at 9:43 AM.

**Motion:** Scott Apel

**Second:** Kevin Saunders

NAME	AYE	ABSTAIN	NAY	ABSENT
Scott Apel	X			
Dwayne Brummett				X
Lisa Chavez	X			
Thom Davis	X			
Robert Eaton	X			
Lisa Kao	X			
Dave Nakamura	X			
Kevin Saunders	X			
Amy Thomas				X

**MOTION CARRIED**

The Committee came out of closed session at 10:21 AM. The Chair reported that no action was taken during closed session.

**G. INFORMATION ITEMS**

The Committee reviewed and discussed the information items.

- G1. Review of FY 2019/20 Long Range Planning Goals**
- G2. CSURMA Administrative Service Calendar**
- G3. FY 2019/20 and FY 2020/21 CSURMA Meeting Calendar**
- G4. CSURMA Executive Committee & Staff Contact List**

**H. ADJOURNMENT**

The meeting was adjourned at 10:23 AM.

**FINANCIAL REPORT**  
**TREASURER'S QUARTERLY INVESTMENT REPORT**

**ISSUE:** California Government Code Section 53646(b)(1) requires that the CSURMA Treasurer submit a Quarterly Investment Report stating that all investments are in compliance with the current investment policy and that CSURMA has sufficient funds to meet its expenditure requirements for the next six months. The CSURMA Treasurer will be available to address questions.

**RECOMMENDATION:** It is recommended that the Executive Committee accept the Treasurer's Report dated December 20, 2019 as a part of the Consent Calendar.

**FISCAL IMPACT:** None.

**BACKGROUND:** The objective of ensuring that CSURMA has sufficient funds is to assure that policies and procedures are in effect and followed to protect and preserve the JPA's financial assets.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. Certification of Funds Letter dated December 20, 2019



California State University Risk Management Authority

**Officers**

Lisa Chavez  
Chair - 323-343-3500

Kevin Saunders  
Vice Chair - 831-582-3000

Robert Eaton  
Treasurer - 562-951-4572

Zachary Gifford  
Secretary-Auditor - 562-951-4568

**To:** Executive Committee  
CSU Risk Management Authority

**From:** Robert Eaton  
Treasurer  
CSU Risk Management Authority

**Re:** Treasurer's Certification

**Date:** December 20, 2019

As of December 20, 2019, the Authority funds held in investments are sufficient to meet the Authority's cash flow needs for the following six (6) months. The investments are in accordance with the investment policy of the Authority, as duly authorized by the Executive Committee.

Respectfully,

Robert Eaton  
Treasurer  
CSU Risk Management Authority

## **EXECUTIVE COMMITTEE NOMINATIONS / ELECTIONS**

**ISSUE:** The following CSURMA Executive Committee seats are up for re-election for a new two-year term (July 1, 2020 to June 30, 2022):

- Chair: Currently held by Lisa Chavez
- Vice-Chair: Currently held by Kevin Saunders
- Seat #3: Currently held by Scott Apel
- Seat #4: Currently held by Amy Thomas

**RECOMMENDATION:** Staff recommends that the Chair appoint a Nominating Committee to seek nominations for the election to be held at the May 8, 2020 Board of Directors meeting.

**FISCAL IMPACT:** No fiscal impact is expected by action at today's meeting.

**BACKGROUND:** CSURMA's Executive Committee is comprised of nine members. The Treasurer is appointed by the EVC/CFO and holds a permanent seat on the Executive Committee. Two seats are held by the AORMA Committee Chair and First Vice-Chair and six seats are elected from among Campus Board of Directors members.

**PUBLICATION:** The CSURMA Board of Directors will be informed of the election results and CSURMA's publications and documents will be updated accordingly.

**ATTACHMENT(S):**

- a. CSURMA Executive Committee Terms of Office Summary
- b. Policy and Procedure No. 18 – Board of Directors Participation and Executive Committee Nominations and Elections Process

**CSURMA  
EXECUTIVE COMMITTEE TERMS OF OFFICE**

Position (election year)	July 1, 2015 to June 30, 2016	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021
Chair - (even year)	Hawk	Lee	Chavez	Chavez	<b>Chavez</b>
Vice-Chair - (even year)	Lee	Chavez	Saunders	Saunders	<b>Saunders</b>
CSU Seat #1 - (odd year)	Chavez	Davis	Davis	Davis	Davis
CSU Seat #2 - (odd year)	Van Leuven	Van Leuven/Kao	Kao	Kao	Kao
CSU Seat #3 - (even year)	Gentles/Apel	Apel	Apel	Apel	<b>Apel</b>
CSU Seat #4 - (even year)	Saunders	Saunders	Thomas	Thomas	<b>Thomas</b>
AORMA Seat #5 - Chair	Mumford	Mumford / Brummett	Brummett	Brummett	Brummett
AORMA Seat #6 - First Vice Chair	Dalpe	Brummett / Nakamura	Nakamura	Nakamura	Nakamura
CSU Seat #7/Treasurer - Appointed by EVC/CFO	Eaton	Eaton	Eaton	Eaton	Eaton
Secretary/Auditor - Appointed CSURMA EC	Gifford	Gifford	Gifford	Gifford	Gifford

Notes:

The Treasurer is appointed by the CSU Executive Vice Chancellor/CFO and holds a seat on the CSURMA Executive Committee.

The Secretary-Auditor is appointed by the CSURMA Executive Committee and does not hold a voting seat on the Executive Committee.

Names in **RED** indicates seat up for election at May 2020 Board of Directors meeting.



## CSURMA

## POLICY AND PROCEDURE NO. 18

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**ADOPTED:** March 22, 2013

**EFFECTIVE:** March 22, 2013

**REVISED:** January 10, 2016, May 6, 2016

**SUBJECT:** BOARD OF DIRECTORS PARTICIPATION AND EXECUTIVE COMMITTEE NOMINATIONS AND ELECTIONS PROCESS

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

**PURPOSE:** The purpose of this Policy and Procedure No. 18 is to describe the process by which members of the CSURMA Board of Directors are appointed and Executive Committee members are nominated and elected.

**POLICY:** It is the policy of the CSURMA that membership in the Board of Directors shall be adequately documented, and that nomination and election to the Executive Committee shall follow the process described in this Policy and Procedure No. 18. The AORMA Committee may adopt a separate policy and procedure applicable to auxiliary organization representation on the AORMA Committee, Executive Committee and Board of Directors.

**PROCEDURE:** The following activities will be performed to effect the above stated policy.

1. Board of Directors Participation:

- a. The CSU Executive Vice Chancellor, Business & Finance (EVC/CFO) will determine in writing to the Secretary-Auditor how to allocate CSURMA Board votes.
- b. If votes are to be delegated to a campus, the EVC/CFO's campus designee will provide a written statement to the Secretary-Auditor of which person will be the primary representative of the campus and may designate one alternate representative. If the primary or alternate representative are to be replaced or are no longer eligible to serve, the campus designee will provide a written statement of the replacement.
- c. The Program Administrator will maintain a list of primary and alternate representatives and will conduct orientations at least annually for new Board members.

2. Executive Committee Nominations and Elections:

## **CSURMA**

## **POLICY AND PROCEDURE NO. 18**

- a. Prior to the spring Board of Directors meeting the Chair will appoint a Nominating Committee to seek nominations for available positions on the Executive Committee.
  - b. The Nominating Committee will evaluate potential candidates and provide a report to the Board of Directors at the spring meeting.
  - c. The Board of Directors will conduct elections at the spring meeting for terms beginning July 1.
  - d. The Program Administrator will conduct orientations for new Board members.
3. Other than the AORMA Chair representing the CSURMA AORMA programs to the Auxiliary Organizations Association, no member or alternate of a CSURMA Executive Committee or Board of Directors shall represent the CSURMA without the prior written approval of the CSURMA Chair and that any proposal to do so shall be submitted to the CSURMA Secretary-Auditor for review and recommendation to the CSURMA Chair at least 30 days prior to such proposed representation. Costs of representing CSURMA will be subject to CSURMA Policy and Procedure and any other requirements established by the CSURMA Executive Committee or Board of Directors.

**EXCESS INSURANCE RENEWALS AND UNDERWRITER MEETINGS  
 REPORT**

**ISSUE:** Most of CSURMA’s coverage programs renew on July 1. Chancellor’s Office and Program Administrator staff are actively marketing the programs and negotiating renewal terms. At this time the Program Administrator anticipates the major programs will renew as shown in Table 1 below.

Table 1  
**Projected Renewal Cost Change Estimates**

<b>Program</b>	<b>AORMA Percent Change</b>	<b>Campus Percent Change</b>
Excess Liability	+10%	+10%
Property	+15%	+15%
Worker’s Compensation	Flat to 5% Increase	Flat to 5% Increase
Builder’s Risk	N/A	Flat Rate
Fine Arts	N/A	+10%
SPLIP & SAFECLIP	Flat Rate	Flat Rate
FTIP	Flat Rate	Flat Rate
Aviation	+5%	+5%
Medical Malpractice	N/A	Flat Rate to 10% Increase
Fidelity	+5%	+5%

**RECOMMENDATION:** No action is requested at today’s meeting; however the Executive Committee may take action or provide direction to staff based on the report of the meetings.

**FISCAL IMPACT:** The cost of the insurance programs will be included in the proposed budget as projected in the rates published to the CSURMA Board and AORMA Committee. Renewals are expected to be within the budgeted amount.

**BACKGROUND:** CSURMA representatives met with CSURMA’s program underwriters in London on November 25-26, 2019. CSURMA was represented by Timothy White, CSU Chancellor, Steven Relyea, CSU Executive Vice Chancellor, Andrew Jones, CSU General Counsel, Karen Nakai, Chief of Staff to the Chancellor, Robert Eaton, CSU Assistant Vice Chancellor, Financing, Treasury and Risk Management, Daniel Howell, CSURMA Program Director, P.J. Skarlanic, CSURMA Program Administrator, Susan Leung, CSURMA Program Administrator and Amy Lightner, CSURMA Program Administrator. The main goals of underwriter meetings are:

- Demonstration of CSU leadership's commitment to risk management;
- Update on CSU's financial and operational outlook;
- Evaluation of the state of the insurance market and how changes may impact CSURMA's placements;
- Discussion of pending claims matters; and,
- Discussion on technical points of insurance placements and renewal expectations.

Over the two days of meetings there were over 10 meetings including over 20 market participants. The recent meetings focused on CSURMA's Excess Liability, Property, Cyber, Fine Arts, SAFECLIP, SPLIP, and Medical Malpractice coverage programs. Important discussions included:

- Discussion on the state of the liability market considering underwriters' concern about escalating claims costs particularly related to recent jury verdicts and the impact of California Senate Bill 218;
- Review of the impact on the property insurance market caused by California wildfire losses;
- Meeting with CSURMA's cyber coverage lead underwriter to discuss how this dynamic market is changing; and,
- Review of the performance of the Fine Arts, Archives and Artifacts Program and renewal outlook considering consolidation and general losses seen by the markets; and,

Following are comments on the status of programs:

- **Excess Liability** – This program has seen loss development in the first excess layers for both the AORMA and Campus programs. The Program Administrator anticipates rate increases in the lower layers and possible rate increases in the excess layers due to catastrophic losses impacting the entire marketplace. In addition, we anticipate changes in the availability of coverage related to sexual abuse and molestation and traumatic brain injuries.
- **Property** – Property losses to both the AORMA and Campus programs has increased the past three years. While CSU performed well in the wet winter and recent wildfires, related losses and other losses continue to mount. Significant rate decreases in recent years will likely be again partially eroded by increases this coming renewal.
- **Workers' Compensation** – CSURMA has an existing two-year rate agreement. Considering favorable loss development identified by CSURMA's actuary, we are in discussion with EIA about their ability to extend the rate agreement for FY 21/22 extension on favorable terms.
- **Builders Risk** – This program is stable and the Program Administrator expects flat rate renewal, though some recent claims activity and general market pressures may result in an increase. Rates are down 25% in recent years.
- **Fine Arts** – This program was launched in 2016 and has had flat rate renewals despite initial losses. The Program Administrator anticipates underwriters will require a rate increase due general market conditions.

- **SPLIP, SAFECLIP & CLIP** – This program continues to perform exceptionally well with no losses and rates will likely be stable.
- **FTIP** – The loss ratio has stabilized at a level acceptable to underwriters. The Program Administrator expects a flat rate renewal and efforts at a Systemwide level to streamline the program should result in administrative efficiency for the campuses.
- **Aviation** – This program has no losses but the market is firming. The Program Administrator expects a flat rate renewal; however, general market firming may come into play.
- **Medical Malpractice** – This program is at minimum premiums and we expect a flat renewal; however, general market firming may come into play. Markets have general concerns about risks associated with student health services at institutions of higher education.
- **Fidelity** – Claims have come in recently and the Program Administrator expects a premium increase renewal unless loss recoveries are identified prior to renewal.

**PUBLICATION:** This item is for information in the agenda packet and no further publication is anticipated.

**ATTACHMENT(S):** None.

**REVIEW OF POLICIES & PROCEDURES**  
***(Even-Numbered)***

**ISSUE:** The Executive Committee adopted Resolution No. 04-13 (EC) directing review of the Authority's Policies & Procedures on a regular basis to ensure administrative processes of the Authority and their documentation remain relevant and effective. The resolution defines the process for the Executive Committee to review even-numbered Policies & Procedures in even-numbered calendar years, and odd-numbered Policies & Procedures in odd-numbered calendar years.

Staff reviewed all even-numbered Policies & Procedures and finds they reflect CSURMA's current administrative practices, and therefore recommends no amendments to even-numbered Policies & Procedures Nos. from 2 to 26.

**RECOMMENDATION:** The Executive Committee is asked to review the even-numbered Policies & Procedures, and take action as appropriate.

**FISCAL IMPACT:** None.

**BACKGROUND:** To date, the Authority has adopted twenty-seven (27) Policies & Procedures.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. Resolution No. 04-13 (EC)
- b. No. 2 – Resolution of Coverage and Claim Disputes
- c. No. 4 – Periodic Actuarial Studies
- d. No. 6 – Payment Policy
- e. No. 8 – Coverage Determinations for Claims Designated Systemwide
- f. No. 10 – Member Loans
- g. No. 12 – Committee Member Professional Development
- h. No. 14 – Campus Risk Pool Dividends and Assessments
- i. No. 16 – Use of CSURMA Equipment

- j. No. 18 – Board of Directors Participation and EC Nominations and Elections
- k. No. 20 – Owner Controlled Insurance Program
- l. No. 22 – Claims Handling Guidelines
- m. No. 24 – Builders Risk Insurance Program
- n. No. 26 – Allocation of Property Program Loss Limits

**CALIFORNIA STATE UNIVERSITY  
RISK MANAGEMENT AUTHORITY**

**EXECUTIVE COMMITTEE  
RESOLUTION NO. 04-13 (EC)**

**Resolution to Review CSURMA Policies and Procedures**

The Executive Committee of the California State University Risk Management Authority ("CSURMA") finds and determines as follows:

1. CSURMA has adopted various policies and procedures necessary and beneficial to the operation of the Authority.
2. Periodic review of CSURMA's adopted policies and procedures is necessary to ensure they remain current and appropriate.
3. The Executive Committee and AORMA Committees each hold annual Long Range Planning Meetings at which a review of policies and procedures would be appropriate.

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the Executive Committee of the California State University Risk Management Authority as follows:

1. The CSURMA Executive Committee and AORMA Committees shall each conduct an annual review of their respective policies and procedures at each Committee's annual Long Range Planning Meeting.
2. In the absence of other reasons to review a policy and procedure more frequently, odd numbered policies and procedures shall be reviewed in odd calendar years and even numbered policies and procedures shall be reviewed in even calendar years.
3. The CSURMA Program Administrator shall schedule the reviews in the annual administrative service calendar which shall be included in each Committee's agenda materials for regularly scheduled meetings, and cause the reviews required under this resolution to be included in the Long Range Planning agendas.

\* \* \* \* \*

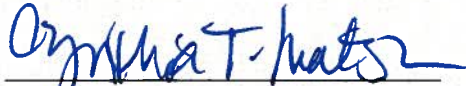
I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted and passed at a meeting of the Executive Committee of the California State University Risk Management Authority held on September 12-13, 2013 which was approved by the following votes:


AYES, and in favor thereof, members:

NOES, members: None.

ABSTAIN, members:

ABSENT, members:

ATTEST:   
Cynthia Teniente-Matson, Chair

, Secretary-Auditor

Mary Ann Rodriguez



## CSURMA

## POLICY AND PROCEDURE NO. 2

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**EFFECTIVE:** January 10, 2016

**REVISED:** August 5, 1999; July 1, 2000; March 26, 2009; January 10, 2016

**SUBJECT:** RESOLUTION OF COVERAGE DISPUTES FOR CAMPUS POOLED RISK COVERAGE PROGRAMS

**SUPERSEDES:** 2-JPA; 8-JPA REVISED

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

### **POLICY:**

It is the policy of the CSURMA that campuses have an opportunity to communicate their position on coverage for claims in a way that gives them meaningful opportunities to interact with the CSURMA committees and staff. Acknowledging that the CSURMA has a fiduciary duty to make accurate coverage determinations, this Policy and Procedure is intended to provide campuses the broadest opportunity for input in the coverage determination process.

### **PROCEDURE:**

The CSURMA Claims Manager is responsible for making initial coverage determinations for claims. Claims will either be accepted, determined as not covered or provided coverage subject to a reservation of rights. The Claims Manager will notify the campus of any claim that is not covered or that is being covered subject to a reservation of rights in writing within 90 days of notice of the claim; however, the Claims Manager may request additional information to make a coverage determination.

If a campus disagrees with the Claims Manager's determination, the campus within 45 days of receipt of such determination shall send a written request to the Claims Manager for reevaluation of the coverage determination by the appropriate Program Committee (or Executive Committee, if no Program Committee exists) to which the matter pertains. The Program Committee (or Executive Committee) will make its determination based upon information provided by both the Claims Manager and campus at the Committee's next available regularly scheduled meeting.

The Program Committee (or Executive Committee) shall deliberate the matter and communicate with the member and with the adjusting staff to gather information about the claim through the Chair or the Chair's designee. If the claim is reevaluated by a Program Committee, and after careful consideration, the Program Committee believes it cannot support the decision of the claims adjuster or assigned counsel, it shall forward the matter along with a recommendation to the Executive Committee. If the Program Committee does support the decision of the claim adjuster or assigned counsel, it shall communicate its opinion to the member and notify the



## **CSURMA**

## **POLICY AND PROCEDURE NO. 2**

member that it can appeal the opinion to the Executive Committee by sending a written request within 30 days of receipt of such determination to the Claims Manager asking that the Executive Committee evaluate the claim at the Committee's next available regularly scheduled meeting.

On any matter forwarded to the Executive Committee for review, the Executive Committee may also communicate with the member through the Chair or its designee and the adjusting staff to formulate an opinion on the matter. The Executive Committee, the member, or the Program Committee may consult with the Program Administrator, Claims Manager, CSU Executive Vice Chancellor and Chief Financial Officer, CSU Office of General Counsel, and other appropriate parties. The Executive Committee shall make a determination of the matter and communicate its decision to the member. The Executive Committee's determination shall be final as respects the CSURMA's liability to cover the claim.

In all steps of the coverage determination process, the Claims Manager, Program Committee and Executive Committee shall take into consideration the Memorandum of Coverage, practices of the CSU and CSURMA, and the best interests of CSU. Note that the CSURMA coverage extends to its retained limits and CSURMA's excess insurers may provide coverage under different terms than CSURMA's coverage.

### **BACKGROUND:**

It is the intent of the California State University Risk Management Authority (CSURMA) to adjust and manage claims properly and for standard adjusting practices and any adopted claims handling guidelines to be followed. It is understood that from time to time coverage and/or general claim disputes can arise between members and the Authority. When such a dispute or disputes arise, this Policy and Procedure shall be followed.



## CSURMA

## POLICY AND PROCEDURE NO. 4

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**EFFECTIVE:** JULY 1, 1999  
**REVISED:** January 10, 2016  
**SUBJECT:** PERIODIC ACTUARIAL STUDIES

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

### **POLICY:**

It is the policy of the California State University Risk Management Authority (CSURMA) that its self-funded programs remain financially sound. To assist the CSURMA in projecting self-funded program funding requirements, the CSURMA will conduct periodic actuarial studies.

### **PROCEDURE:**

The CSURMA shall engage the services of a professional actuary to perform actuarial studies on the following basis:

- **Pooled Liability Program** - Actuarial studies for the Campus Risk Pool and AORMA Liability Program shall be prepared each year, calculating outstanding and projected liabilities as of June 30<sup>th</sup> of that year.
- **Workers' Compensation** - Actuarial studies for the Campus Risk Pool and AORMA Workers' Compensation Programs shall be prepared each year, calculating outstanding and projected liabilities as of June 30<sup>th</sup> of that year.
- **Athletic Injury Medical Expense Program** – An actuarial study for the AIME Program shall be prepared each year, calculating outstanding and projected liabilities as of June 30<sup>th</sup> of that year.
- **Other Programs** - Actuarial reports for other CSURMA programs shall be prepared as directed by the Executive Committee or AORMA Committee.



## CSURMA

## POLICY AND PROCEDURE NO. 6

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**EFFECTIVE:** May 18 2007  
**REVISED:** May 19, 2010; January 10, 2016  
**SUBJECT:** PAYMENT POLICY

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

### **POLICY:**

It is the policy of the California State University Risk Management Authority (the Authority) that all members fairly benefit from investment income accrued by the Authority. This policy is supported by prompt collection of member payments.

### **PROCEDURE:**

The CSURMA Treasurer shall prepare or cause to be prepared transaction documents for premiums, fees, assessments, deductible recoveries and other moneys that are due the Authority from a member. The Authority will utilize Cash Posting Orders (CPO)<sup>1</sup> or invoices for each transaction. The use of a CPO will charge the member immediately while an invoice is a request for the member to remit payment. When CSURMA invoices are generated, they all shall be subject to the following payment terms:

- **Payment Due Date** - Member payments shall be due within thirty (30) days of the invoice date; and
- **Late Payment Penalty** - CSURMA Accounting will calculate and assess a late payment penalty fee of 1% on all receivable(s), outstanding beyond sixty (60) days, whose total program balance is over \$1,000 for each month that the receivable is outstanding.

***Disputed Transactions*** - Disputed transactions must be reported to the CSURMA Accounting Department within sixty (60) days of the transaction date. Upon receiving notice from a member of a disputed invoice, the CSURMA Accounting Department will suspend late payment penalty assessment for the disputed transaction until further notice and refer the dispute to the CSURMA Program Administrator who shall attempt to resolve the dispute with the member. If the Program Administrator and member cannot resolve the dispute, the dispute shall be referred to the CSURMA Executive Committee for consideration at the Executive Committee's next available regularly scheduled meeting. The CSURMA Treasurer shall recommend a proposed

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<sup>1</sup> A Cash Posting Order (CPO) is a mechanism to move Systemwide Investment Fund Trust (SWIFT) dollars between campuses, the Chancellor' Office (CO) and the Authority. Once the CPO is issued, funds will be transferred to the CSURMA SWIFT account from the campus member's SWIFT account.



## **CSURMA**

## **POLICY AND PROCEDURE NO. 6**

resolution of the dispute to the Executive Committee, and the Executive Committee's determination on the disputed transaction shall be final. The Executive Committee at its sole discretion may waive or include late payment penalties as it determines appropriate.

***Refunds/Adjustments***– If the dispute resolution results in a reduction, the member can elect to:

1. Request a refund check to be issued within 2 business days of the approved request.
2. Request a CPO be issued within 2 business days of the approved request.
3. Request the adjustment be applied towards the next payment.

All requests should be communicated to CSURMA Accounting to ensure compliance with member's request.

***Disputed Late Payment Penalties*** – Disputed late payment penalties must be reported in writing to the CSURMA Accounting Department. Upon receiving notice from a member of a disputed late payment penalty, the CSURMA Accounting Department shall refer the dispute to the CSURMA Program Administrator to research the dispute with the member. Based on this research, the CSURMA Program Administrator shall recommend a course of action to the CSURMA Treasurer. The CSURMA Treasurer shall have the discretion to waive late payment penalties for charges under \$1,000 as determined appropriate. Waiver of charges over \$1,000 requires Executive Committee approval at the Executive Committee's next available regularly scheduled meeting.



## CSURMA

## POLICY AND PROCEDURE NO. 8

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**EFFECTIVE:** JULY 1, 2009

**REVISED:** OCTOBER 28, 2009; MAY 9, 2014 and January 10, 2016

**SUBJECT:** COVERAGE DETERMINATIONS FOR CLAIMS DESIGNATED  
“SYSTEMWIDE”

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

### **POLICY:**

It is the policy of the CSURMA that certain claims covered under the Campus Risk Pool Liability Program may present matters with systemwide implication that should not be treated as campus specific claims that impact a campus’ deductible and loss experience. Such otherwise covered claims that are designated as “Systemwide Claims” shall be funded by the Campus Risk Pool Liability Program but tracked separately from campus loss history.

### **PROCEDURE:**

The campus or Chancellor’s Office may identify claims that are nominated as “Systemwide Claims.” Without regard to how a claim is filed or plead, Systemwide Claims are defined as those claims that:

- Raise matters of law that go beyond a single campus’ operations;
- Have the potential to create precedent that impacts the University beyond a single campus’ operations; or,
- Arise as a result of allegations that a campus has followed a directive of the Chancellor’s Office.

A campus or the Chancellor’s Office may nominate a claim for treatment as a Systemwide Claim by notifying the Claims Manager. The Claims Manager will work with the CSU’s Director of Systemwide Risk Management and Office of General Counsel and campus to develop information on which a determination recommendation shall be made by the CSURMA Secretary-Auditor. The CSURMA Secretary-Auditor’s determination and recommendation shall be presented to the CSURMA Executive Committee at the Executive Committee’s next available regularly scheduled meeting for action.

If a campus disagrees with the Executive Committee’s determination action, the campus within 45 days of receipt of such determination must send a written request to the CSURMA Secretary-Auditor for reevaluation of the coverage determination by the CSU Executive Vice Chancellor,



## **CSURMA**

## **POLICY AND PROCEDURE NO. 8**

Business and Finance. The determination of the Executive Vice Chancellor, Business and Finance shall be communicated to the member and shall be final.

If the campus does not agree with the CSURMA Claims & Coverage Committee's determination, the campus within 30 days of receipt of such determination will send a written request to the Claims Manager asking that the CSURMA Executive Committee evaluate the claim at the Committee's next regularly scheduled meeting. The Executive Committee's determination shall be final as respects the CSURMA's liability to cover the claim.

In all steps of the coverage evaluation process, the Claims Managers, Claims & Coverage Committee and Executive Committee shall take into consideration the written Memorandum of Coverage, practices of the CSU and CSURMA and best interests of the CSU. Note that the CSURMA coverage extends to its retained limits. The CSURMA's excess insurers may not cover claims that are covered in the CSURMA's layer.



## CSURMA

## POLICY AND PROCEDURE NO. 10

**ADOPTED:** MAY 13, 2011  
JANUARY 10, 2016  
SEPTEMBER 27, 2017

**EFFECTIVE:** JULY 1, 2011

**SUBJECT:** MEMBER LOANS

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

### **POLICY:**

It is the policy of CSURMA that, upon recommendation of the Treasurer, the Executive Committee may approve a loan to a Member pursuant to the procedures described herein. No new Member Loan shall be granted without a finding by the Executive Committee that CSURMA has sufficient funds such that the proposed member loan would not impair CSURMA's ongoing operations. Member Loans shall only be granted upon a finding by the Treasurer that the Member has exhausted alternative sources of funding and that a Member Loan is in the best interests of the University.

### **PROCEDURE:**

The following procedures shall be followed in administration of the CSURMA Member Loan program:

- 1. Amount Available for Member Loans** – The amount available for Member Loans shall not exceed 15% of the overall average fund balance for the preceding 12 months and no new Member Loan shall be initiated by the Treasurer without determining that the proposed Member Loan will fall within the 15% limit and that CSURMA will maintain adequate funds to cover its cash needs following the loan. In the interest of fairness, Member Loans to a single Member Campus (and its associated Member Auxiliary Organizations) shall not exceed 5% of the overall average fund balance for the preceding 12 months.
- 2. Member Loan Request** – A member seeking a CSURMA Member Loan shall submit to the Treasurer a written request describing the amount, purpose, proposed terms, and repayment for the requested Member Loan. The request shall describe what steps the Member has taken to secure the requested funds through alternate sources and why the Member is seeking the proposed loan from CSURMA. The Member shall describe the collateral and source of repayment funds for the proposed Member Loan. If a general obligation pledge is proposed by an Auxiliary Organization Member, then that Member must also show adequate cash flow from a specific funding source or adequate reserves to make the debt service payments during the term of the loan. Proposed Member Loans for the acquisition of real estate by an auxiliary organization may not pledge the real estate as collateral for the loan.

- 3. Purpose of Loan** – The loan program is to provide low cost funding to a campus in order to implement a risk mitigation program (compliance or regulatory requirement, i.e. consent decree) that could not otherwise be implemented without CSURMA funding or to respond to a current risk / condition that if not addressed could demonstrate an enhanced potential risk to people and/or property.
- 4. Treasurer’s Review and Recommendation** - The Treasurer shall review the Member Loan request and seek additional information as necessary to make a determination. If a favorable determination is made, the Treasurer shall recommend to the Executive Committee the proposed Member Loan including the Treasurer’s recommended terms and conditions. Recommended terms shall require that the frequency of interest payments shall be at least quarterly in arrears and at an interest rate at least equivalent to the investment income rate that CSURMA would have earned if the funds had instead been invested during the same calculation period.
- 5. Executive Committee Action** – At duly noticed meeting, the Executive Committee shall take action on the Treasurer’s recommendation. If the proposed Member Loan is to be approved, such approval shall be memorialized by resolution directing the Treasurer to prepared the loan note for review and approval by CSURMA’s General Counsel.
- 6. Administration of Member Loans** – The Treasurer shall direct the CSURMA Accountant to transfer funds, calculate interest, collect repayment proceeds and prepare reports on the status of outstanding loans. Any failure to make timely payments or proposed change in terms or conditions shall be reported by the Treasurer to the Executive Committee for review and action.



**CSURMA** **POLICY AND PROCEDURE NO. 12**

**ADOPTED:** March 24, 2011, March 21, 2014, January 10, 2016

**EFFECTIVE:** January 10, 2016

**SUBJECT:** CSURMA COMMITTEE MEMBER PROFESSIONAL  
DEVELOPMENT

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

**POLICY:**

It is in the best interest of the Authority that individuals who serve on the CSURMA Executive Committee are knowledgeable of the administrative workings of joint powers authorities and risk management practices, procedures, and insurance markets. It shall be the policy of the CSURMA to fund annually travel for Executive Committee Members who elect to attend professional development training and conferences as described in this Policy and Procedure.

**PROCEDURE:**

1. If the Board of Directors adopts a budget that includes travel expenses for Executive Committee professional development, then travel during the applicable fiscal year will be approved and reimbursed pursuant to this Policy and Procedure.
2. The Executive Committee member may submit to the Secretary-Auditor a written request to attend a professional development program. Eligible programs shall include risk management related courses and attendance at conferences such as PARMA, CAJPA, PRIMA, URMIA, NACUBO, WACUBO or other similar professional conferences.

Allowable Expenses

- a) **Registration** cost of registering for the Professional Development conference in the amount not to exceed \$1,500.00.

**Travel Expenses pursuant to CSURMA Policy and Procedure No. 17 – Travel Reimbursement.**

3. The Attendee will provide the Executive Committee or Board of Directors with a verbal or written report of information gained from the professional development program attended.



**CSURMA**

**POLICY AND PROCEDURE NO. 14**

**ADOPTED:**

OCTOBER 28, 2011

**EFFECTIVE:**

OCTOBER 28, 2011; REVISED MAY 6, 2016

**SUBJECT:**

CAMPUS RISK POOL DIVIDENDS & ASSESSMENTS

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*Should there be any discrepancy between this document and either the MEMORANDUMS OF COVERAGE or PARTICIPATION AGREEMENTS between the Executive Committee and the MEMBER, the MEMORANDUMS OF COVERAGE and the PARTICIPATION AGREEMENTS will govern. Words in capital letters are defined at the end of this document.*

**POLICY**

It is the policy of Executive Committee that:

- Evaluation of the funding for each Campus Risk Pool Self-Insured Program (“PROGRAM”) shall be made based on all coverage periods combined for that particular program rather than on each coverage period on its own. The availability of any dividend or need for any assessment will be determined based on the program’s overall funding relative to the Target Reserve Funding Goal detailed in the separate Policy and Procedure No. 13.
- Assessments and Dividends shall be allocated to the MEMBERS based on participation in “open” policy periods only.
- Unless the Executive Committee takes specific action to the contrary, a coverage period shall be considered “closed” for dividend and assessment purposes five (5) years from the expiration of that period (i.e. 6/30/13 for FY07/08).
- Assessments are a responsibility of membership and shall be allocated to all members who participated in the open policy periods which the assessment is based on, regardless of whether they are current members at the time the assessment is declared.
- Dividends are a privilege of membership and shall be allocated only to the current members in the program at the time the dividend is declared who participated in one or more of the open policy periods which the dividend is based on.

**PROCEDURE**

1. **Annual Funding Analysis** – Each year the Program Administrator will analyze the current funding position of the programs in accordance with the Target Reserve Funding Goal detailed in Policy and Procedure No. 13. This analysis will, in part, determine whether each program’s overall funding is sufficient to consider a dividend or is depleted to the point of considering an assessment. The Program Administrator’s analysis will be reviewed by the Executive Committee.
2. **Closure of Policy Periods** - Upon reaching five (5) years of maturity after the end of a coverage period, that period shall be "closed" and there shall be no further dividends or

assessments allocated with respect to those program periods. Notwithstanding the above, the Executive Committee may take action to leave a policy period "open" even though it may otherwise qualify for closure. In addition, the last five (5) policy periods shall always remain "open" unless the Executive Committee takes specific action to declare any of the last five (5) policy periods closed.

- 3. Dividends and Assessments** - Dividends and assessments shall be allocated to the MEMBERS based upon the proportion of all premiums paid to the PROGRAM in all "open" periods only. For purposes of allocating dividends and assessments pursuant to this subparagraph, all "open" policy periods shall be considered collectively.
- 4. DECLARATION OF ASSESSMENTS** – Based on the recommendation of the Executive Committee, assessments will be declared as needed by the Board of Directors, and will be collected from a MEMBER in accordance with its proportionate funding to the PROGRAM during all “open” policy periods, whether or not they currently participate in the Program at the time of the assessment.
- 5. DECLARATION OF DIVIDENDS** – The Executive Committee may declare dividends if overall funding is sufficient to support such action. Upon such a declaration, the dividend shall be allocated to those MEMBERS currently participating in the Program at the time the dividend is payable, based on the proportionate funding of all “open” policy periods.

#### **MEMBER APPEAL PROCESS**

If a MEMBER wishes to appeal any decision regarding the application of this Dividend/Assessment Policy, the MEMBER must present an appeal in writing to the CSURMA Secretary-Auditor within forty-five (45) days of the disputed decision. The Secretary-Auditor shall present the MEMBER appeal to the Executive Committee agenda at its next available regularly scheduled meeting. The Executive Committee will review the appeal at its next available regularly scheduled meeting and inform the MEMBER of the final decision within five (5) business days of its decision.



**DEFINITIONS:**

**EXECUTIVE COMMITTEE** – The governing body of CSURMA’s Campus Risk Pool Programs.

**MEMBER** – Any campus or the Chancellor’s Office participating in Campus Risk Pool Programs

**PROGRAM** – For purposes of dividends and assessments, CSURMA’s Campus Risk Pool Programs are the Liability, SAFECLIP, SPLIP, AIME, Workers’ Compensation, Property and Crime Programs.

**CSURMA** - The California State University Risk Management Authority, a California Joint Powers Authority, comprised of the California State University and its auxiliary organizations.



**ADOPTED:** MARCH 22, 2012  
**EFFECTIVE:** MARCH 22, 2012; Revised January 10, 2016  
**SUBJECT:** USE OF CSURMA EQUIPMENT

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

**PURPOSE:**

This policy and procedure outlines the usage policy of Electronic Communication Equipment for the CSURMA Executive Committee members and the CSURMA AORMA Committee members. This policy and procedure addresses the desire of the CSURMA to control access to end users who have legitimate business requirements to access the hardware, the data contained therein and ensure responsible use.

**POLICY:**

It is the policy of the CSURMA that, in accordance with the Bylaws, the CSURMA shall adopt the procedure outlined in this document for purposes of granting access to Electronic Communication Equipment to facilitate the sharing of vital information related to the business of CSURMA while promoting continuity of leadership, encouraging opportunity for diverse committee representation and participation, and continuing effective administration of established coverage programs and services.

**PROCEDURE:**

The following steps will be taken to affect this policy:

1. If desired by the individual Committee Member, the CSURMA Executive Committee Members and CSURMA AORMA Committee Members will be issued Electronic Communication Equipment for their exclusive use during their term on the Committee for the purpose of accessing information related to the business of the Committee.
2. The CSURMA Executive Committee Member and CSURMA AORMA Committee Member will return the CSURMA owned Electronic Communication Equipment within forty-five (45) days of the end of their term on the Committee. Electronic Communication Equipment will remain the property of the CSURMA unless the Committee Member exercises his/her option to purchase the used equipment at fair market value at the end of his/her term on the Committee.

3. Each CSURMA Executive Committee Member and CSURMA AORMA Committee Member must employ reasonable physical security measures. Users of the Electronic Communication Equipment are expected to secure all such devices used for this activity whether or not they are actually in use and/or being carried. This includes, but is not limited to, passwords, encryption, and physical control of such devices whenever they contain enterprise data. Any non-business computers used to synchronize with these devices will have installed anti-virus and anti-malware software deemed necessary by CSURMA. Anti-virus signature files on any additional client machines – such as a home computer – on which this media will be accessed, must be up to date.
4. Each CSURMA Executive Committee Member and CSURMA AORMA Committee Member agrees to responsible usage of the Internet to further the goals and objectives of the Committee. Individual Internet use shall not interfere with others' productive use of Internet resources. Users will not violate the network policies of any network accessed through their account. Usage of Electronic Communication Equipment will comply with all Federal and State laws, all CSU and CSURMA policies.

The types of activities that are encouraged include:

- a. Communicating with colleagues within the context of an individual's assigned responsibilities;
  - b. Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities; and,
  - c. Participating in educational or professional development activities.
5. Equipment will be reviewed and refreshed on a three (3) year schedule, contingent upon resources available.



## CSURMA

## POLICY AND PROCEDURE NO. 18

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**ADOPTED:** March 22, 2013

**EFFECTIVE:** March 22, 2013

**REVISED:** January 10, 2016, May 6, 2016

**SUBJECT:** BOARD OF DIRECTORS PARTICIPATION AND EXECUTIVE COMMITTEE NOMINATIONS AND ELECTIONS PROCESS

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

**PURPOSE:** The purpose of this Policy and Procedure No. 18 is to describe the process by which members of the CSURMA Board of Directors are appointed and Executive Committee members are nominated and elected.

**POLICY:** It is the policy of the CSURMA that membership in the Board of Directors shall be adequately documented, and that nomination and election to the Executive Committee shall follow the process described in this Policy and Procedure No. 18. The AORMA Committee may adopt a separate policy and procedure applicable to auxiliary organization representation on the AORMA Committee, Executive Committee and Board of Directors.

**PROCEDURE:** The following activities will be performed to effect the above stated policy.

1. Board of Directors Participation:

- a. The CSU Executive Vice Chancellor, Business & Finance (EVC/CFO) will determine in writing to the Secretary-Auditor how to allocate CSURMA Board votes.
- b. If votes are to be delegated to a campus, the EVC/CFO's campus designee will provide a written statement to the Secretary-Auditor of which person will be the primary representative of the campus and may designate one alternate representative. If the primary or alternate representative are to be replaced or are no longer eligible to serve, the campus designee will provide a written statement of the replacement.
- c. The Program Administrator will maintain a list of primary and alternate representatives and will conduct orientations at least annually for new Board members.

2. Executive Committee Nominations and Elections:

## **CSURMA**

## **POLICY AND PROCEDURE NO. 18**

- a. Prior to the spring Board of Directors meeting the Chair will appoint a Nominating Committee to seek nominations for available positions on the Executive Committee.
  - b. The Nominating Committee will evaluate potential candidates and provide a report to the Board of Directors at the spring meeting.
  - c. The Board of Directors will conduct elections at the spring meeting for terms beginning July 1.
  - d. The Program Administrator will conduct orientations for new Board members.
3. Other than the AORMA Chair representing the CSURMA AORMA programs to the Auxiliary Organizations Association, no member or alternate of a CSURMA Executive Committee or Board of Directors shall represent the CSURMA without the prior written approval of the CSURMA Chair and that any proposal to do so shall be submitted to the CSURMA Secretary-Auditor for review and recommendation to the CSURMA Chair at least 30 days prior to such proposed representation. Costs of representing CSURMA will be subject to CSURMA Policy and Procedure and any other requirements established by the CSURMA Executive Committee or Board of Directors.

**ADOPTED:** September 13, 2013

**AMENDED:** November 6, 2013  
December 5, 2014 (OCIP I Extension)  
April 25, 2018 (OCIP II)

**EFFECTIVE:** January 1, 2012 (OCIP I)  
December 31, 2014 (OCIP I Extension)  
January 31, 2018 (OCIP II)  
August 20, 2019 (OCIP IIb)

**SUBJECT:** Owner Controlled Insurance Program

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**PURPOSE:**

CSURMA launched the Owner Controlled Insurance Program (OCIP) to realize a cost savings, improve coverage, and efficiently administer General Liability, Completed Operations Liability, Property, and Workers' Compensation coverage for all contractors performing construction work on CSU's construction projects over \$10M as established by the CSU Chancellor's Office Capital Planning, Design and Construction Office (CPDC). Additionally, CSURMA purchased insurance covering Contractor's Pollution Liability (CPL) and Owner's Protective Professional Indemnity (OPPI) to supplement OCIP. Separately, CSURMA maintains a Builder's Risk Insurance Program (BRIP), which is addressed in Policy & Procedure No. 24. The purpose of this Policy and Procedure No. 20 is to describe the operation of the program and provide a process for CSURMA and CPDC to collaborate on administering the program efficiently and effectively.

**POLICY:**

It is the policy of CSURMA that the Program Administrator, Chancellor's Office Accounting Department (Accounting) and Systemwide Office of Risk Management will collaborate with CPDC to administer the OCIP as described in this Policy and Procedure.

**PROCEDURE:**

**PART A: CSURMA OCIP II**

**Section 1: General Procedures**

1. CSURMA shall pay the insurance premiums and deductible collateral up front to the Program Administrator, and added premiums through audit; i.e., the quarterly report of projects enrolled during the quarter. CSURMA will recover the advanced monies from Campus Projects on a project-by-project basis, as described herein.

2. The insurance premiums shall include the costs for Contractor's Pollution Liability (CPL) and Owner's Protective Professional Indemnity (OPPI). CSURMA shall pay the insurance premiums up front, including any additional premiums that arise from audits. CSURMA shall invoice Campus Projects the amounts it paid for CPL and OPPI for each enrolled project CPDC shall promptly review the invoice and upon agreement of the amount, Campus Projects shall remit the amount to CSURMA.
  
3. The Program Administrator shall manage the OCIP carrier contracts, collect required data from the contractors directly each month, and develop and maintain a quarterly report which will be used by CSURMA and CPDC to determine the cost of the OCIP on a per-project basis. The quarterly report shall contain:
  - Projects started, continuing, or completed in each quarter.
  - Completed projects shall not drop off report.
  - Project start and completion dates.
  - CPDC project name and CPDC project number.
  - Initial Construction Contract Value, which varies by procurement method as follows:
    - For CM at Risk or Design-Bid-Build: Total construction contract award amount.
    - For Design-Build: Total contract award minus pre-construction and design costs
  - Initial premiums and deductible collateral for each project.
  - Updated, final / completed premiums and deductible collateral for each project based on final labor costs and loss rates.
  - Total premiums and deductible collateral for all projects.
  - Audited final labor costs.
  - Final labor costs as a percentage of the Initial Construction Contract Value for each project.
  - Contractor bid credits collected through deductive change orders.
  - Column to indicate which projects are subject to Bid Credit Tracking
  - Claims & loss report with actual to date loss rate (provided separately).
  
4. For OCIP II and any extension or renewal thereof, the Program Administrator's billings to CSURMA will be based on the construction value enrolled in each quarter as reported on the quarterly report and approved by CPDC. The program's fixed premium and collateral will be calculated by the carrier based upon the construction values in the approved quarterly report. At program inception, the Program Administrator will invoice CSURMA the fixed deposit premium and the collateral.

*Payment Provisions* - All invoicing shall be done on templates as agreed upon by CPDC and CSURMA.

**Section 2: OCIP Enrollment and Invoicing**

1. The Program Administrator shall enroll new projects in OCIP with an Initial Construction Contract Value of \$10 million or more during the construction contract award process (including projects that are in multiple phases with a cumulative value of at least \$10 million). There will be a pre-enrollment period for contractors and their subcontractors in the months

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leading up to a construction contract award. During this time the contractors will receive enrollment and safety information and will submit cost of insurance documentation for the policies the CSURMA OCIP will replace.

2. After CPDC and CSURMA approve the quarterly reports, Alliant will provide the carrier with the construction value enrolled in the quarter. The carrier will use those values as the basis to invoice CSURMA for the insurance costs. CPDC will review the invoices and the supporting information provided by Alliant and approve or reject the invoices.
3. Upon approval of the invoices by CPDC, Alliant will forward the invoices to CSURMA along with supporting documentation and CPDC's approval.
4. CSURMA will receive all funds collected for the contractors' insurance costs by project through change orders. Those costs will be identified by Alliant and provided to CSURMA. The funds transfer will take place via Cash Posting Order (CPO). Alliant will maintain an accounting of the identified funds each quarter and include the information in the quarterly report.

**Section 3: OCIP Project Completion Activities**

1. At the completion of a project the Program Administrator shall add to the quarterly report:
  - Final labor costs.
  - Project completion date.
  - Final premium amounts.
  - Confirmation that all contractor closeout materials have been submitted.
  - Within 30 days of completion the Program Administrator shall separately provide a clearance letter to CPDC for release of contractor retention.
  - Final value of change orders for contractors' insurance costs.
  - Other required information as described in Section #2.
2. As described above, the Program Administrator shall submit the quarterly report to CPDC for review and approval.
3. Upon CPDC's approval of the invoices, CSURMA shall collect the monies invoiced via CPO to recover, or credit as necessary, the final premiums from the project.

**Section 4: OCIP Program Closeout**

1. After completion of a project, and over the duration of OCIP policy coverage, the Program Administrator shall continue to administer project claims.
2. Because the benefits of the OCIP apply system wide, CSURMA shall not allocate a charge for missed investment income on advanced premiums.

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**Section 5: OCIP Program Savings (Dividends)**

In respect of dividends that may be earned by the OCIP, CSURMA and CPDC agreed as follows:

1. Because actual dividends are dependent on the actual loss experience of all projects insured by the OCIP, the loss amount (i.e., *expected losses*) used by the insurers to estimate the amount of dividends will likely differ because *actual losses* will not be known until some time after the conclusion of the OCIP coverage period.
2. To enable CPDC to determine ultimate project insurance costs and to facilitate premium adjustments, CSURMA and CPDC agreed to a premium payment process such that all premium invoices will be paid by CSURMA, and Campus Projects will reimburse CSURMA the Project's Net Insurance Cost.
3. CSURMA and CPDC mutually agreed that actual dividends paid under the Program will be retained by CSURMA, and CSURMA solely retains all rights to determine the disposition of any and all dividends.

**PART B: CSURMA OCIP II b**

**Section 1: General Procedures**

5. CSURMA shall pay the insurance premiums and deductible collateral up front to the Program Administrator, and CSURMA will recover the advanced monies on a project-by-project basis, through CPDC, as described herein.
6. The Program Administrator shall manage the OCIP carrier contracts, collect required data from the contractors directly each month, and develop and maintain a quarterly report which will be used by CSURMA to invoice for the cost of the OCIP on a per-project basis. The quarterly report shall contain:
  - Projects started, continuing, or completed in each quarter
  - Completed projects shall not drop off report
  - Project start and completion dates
  - Project name and project number
  - Initial Construction Contract Value, which varies by procurement method as follows:
    - For CM at Risk or Design-Bid-Build: Total construction contract award amount
    - For Design-Build: Total contract award minus pre-construction and design costs
  - Initial premiums and deductible collateral for each project
  - Updated, final / completed premiums and deductible collateral for each project based on final labor costs and loss rates.
  - Total premiums and deductible collateral for all projects
  - Audited final labor costs
  - Final labor costs as a percentage of the Initial Construction Contract Value for each project
  - Estimated final value for reduced contractor insurance costs for each project

- 
- Claims & loss report with actual to date loss rate (provided separately).
7. For the initial Program Period (OCIP II b), the Program Administrator's billings to CSURMA will be based on the programs' fixed premiums and a 68% loss rate of the maximum aggregate deductible, which equates to a 2.072% project billing rate relative to the Initial Construction Contract Value (a total of \$10,358,204.00 program cost).
  8. CSURMA's billings to the projects will be based on a pro-rata portion of the fixed premiums at a 1.7% project billing rate relative to the Initial Construction Contract Value of projects as enrolled.

### **Section 2: OCIP Enrollment and Invoicing**

5. The Program Administrator shall enroll new projects in OCIP with an Initial Construction Contract Value of \$10,000,000 or more during the construction contract award process. There will be a pre-enrollment period for contractors and their subcontractors in the months leading up to a construction contract award. During this time the contractors will receive enrollment and safety information and will submit cost of insurance documentation for the policies the CSURMA OCIP will replace.
6. The Program Administrator shall provide a quarterly report, adding new projects that have started construction during the quarter, along with the initial premium for each project. The Program Administrator will also provide updated information to the existing projects in the quarterly report. The Program Administrator shall submit the quarterly report to Accounting and CPDC program administrators simultaneously for review and approval.
7. When CPDC and CSURMA approve the quarterly reports CSURMA accounting will use them as the basis to invoice the projects for the initial insurance costs of the enrolled projects based on a 1.7% of Initial Construction Contract Value.
8. All invoicing shall be done on templates as agreed upon by CPDC and CSURMA.
9. Upon approval of the invoices by CPDC, CSURMA shall collect the monies invoiced for the projects via Cash Posting Order (CPO).

### **Section 3: OCIP Project Completion Activities**

4. At the completion of a project The Program Administrator shall add to the quarterly report:
  - Final labor costs
  - Project completion date
  - Final premium amounts

- 
- Confirmation that all contractor closeout materials have been submitted. Within 30 days of completion the Program Administrator shall separately provide a clearance letter to CPDC for release of contractor retention.
  - Other required information as described in “Procedure” Section #2.
5. As described above, the Program Administrator shall submit the quarterly report to Accounting and CPDC for review and approval.
  6. The Program Administrator’s quarterly reports will be used as the basis for CSURMA accounting to invoice the projects for the final additive or deductive reconciliation of insurance costs for the enrolled projects, based on final labor costs.
  7. To benefit enrolled projects with predictable OCIP insurance costs, there shall be no premium adjustment for projects that are completed within five percent (5%) of their original projected premium cost. Projects that are completed with a final calculated premium cost exceeding 105% of their original projected premium cost shall be invoiced at 0.73% of the amount exceeding 105%. Projects that are completed with a final calculated premium cost lower than 95% of their original projected premium cost shall be credited the amount less than the original projected premium cost.
  8. Upon CPDC’s approval of the invoices, CSURMA shall collect the monies invoiced via CPO to recover, or credit as necessary, the final premiums from the project.

**Section 4: OCIP Program Closeout**

3. After completion of a project, and over the duration of OCIP policy coverage, the Program Administrator shall continue to administer project claims.
4. Following completion of the initial OCIP II b program term, CSU, acting through CPDC, may close out or re-enroll in a second CSURMA OCIP II program with the Program Administrator and the carrier(s). At that time premium dividends and deductible obligations will be subject to a final settlement based on total construction value and actual loss rates. During and after this time the Program Administrator and the carriers may still be actively involved with outstanding claims, but the projects’ premiums and dividends may be closed.
5. Any additive or deductive adjustments made to the total program costs based on the reconciliation(s) described above shall be passed through to CSURMA reconciliation billing. This is expected no later than 18-24 months after the CSURMA OCIP II b program closeout.

Because the benefits of the OCIP apply systemwide, CSURMA shall not allocate a charge for missed investment income on advanced premiums.

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**PART C: CSURMA BRIP**

**Section 1: General Administration**

1. Annually by the program anniversary date of July 1, the Program Administrator, the Program Underwriters, and CPDC shall develop a quarterly payment schedule based on anticipated project enrollment. A schedule of premium deposits would include: July 1 for new policy year deposit, October 1, first quarter premiums, January 1 for second quarter premiums, and April 1 for third quarter premiums. For subsequent years, the July 1 deposit would include all projects enrolled in the fourth quarter along with the new policy year deposit.
2. The quarterly payment schedule of premium deposits may be adjusted by mutual agreement with the underwriters if project starts or construction amounts vary from the information on which the anticipated payment schedule is based.
3. a) Premium Deposit Invoice.  
The Program Administrator shall provide quarterly premium deposit invoices to CPDC based upon the agreed upon quarterly premium deposit payment schedule, and these invoices will include the project name and CPDC project number. CPDC will pay these premium deposit invoices within 30 business days of receipt.  
b) Reconciliation Invoice.  
The Program Administrator shall also provide quarterly reconciliation invoices to CPDC, based on CPDC's quarterly reports. These reports shall contain, for the preceding quarter detail of initial premiums for actual new construction starts and final premium adjustments on completed projects that are deemed closed by CPDC. The quarterly reconciliation invoices shall also detail all CPDC payments of premium deposit invoices made and credit previous payment of premium deposit invoices from the actual amount due on each invoice. If the quarterly reconciliation invoice after the application of previously paid premium deposit invoices, is 1) a net credit, this credit shall be debited from the next quarterly premium deposit invoice due as identified in the premium deposit payment schedule, 2), if a net add, the amount shall be carried over to the following quarterly premium deposit invoice or year-end premium audit invoice calculation.
4. The Program Administrator will identify and include applicable premium taxes / fees to be added to each invoice at the rates established by the Department of Insurance. CPDC completed, closed projects exceeding \$5,000,000 in construction cost will pay the applicable final adjusted premium and tax /fee rate, when invoiced, based on the policy year when originally enrolled in BRIP.
5. The Program Administrator will provide the carrier's endorsements to CPDC naming each project enrolled with each reconciliation invoice. The endorsements will include each project's name and CPDC project number. Additionally The Program Administrator will prepare and send evidence of coverage certificates immediately as each project is enrolled as required by campuses for their contractors performing work on enrolled projects.

**PART D: Definitions**

As used in this Policy and Procedure, the following terms are defined:

**Accounting:** CSURMA has engaged the CSU Chancellor’s Office Department of Financial Services to perform OCIP accounting duties on behalf of CSURMA.

**Campus Projects:** means CSU’s construction projects that are enrolled in the Program.

**CSURMA:** CSURMA is the California State University Risk Management Authority which is a joint powers authority separate from the CSU and its participating auxiliary organizations. CSURMA has established various programs for insurance and self-insurance to serve the University, including OCIP.

**CPDC:** CSU’s Department of Capital Planning, Design and Construction in the Chancellor’s Office is the primary client for the OCIP and the designated representative for managing the program internal to the CSU. CPDC serves as the Program’s administrative overseer to ensure the accuracy of all construction values, project insurance costs, bid-credit tracking and savings, and other information necessary for the Program’s quarterly reports.

**OCIP Initial Construction Contract Value** - varies by procurement method as follows:

- For CM at Risk or Design-Bid-Build: total construction contract award amount.
- For Design-Build: total contract award less pre-construction and design costs.

**Program:** means the Owner Controlled Insurance Program (OCIP), Owner’s Protective Professional Indemnity (OPPI), and Contractor’s Pollution Liability (CPL) insuring the CSU’s construction projects.

**Program Administrator:** CSURMA has appointed Alliant Insurance Services, Inc. as Program Administrator responsible for designing and implementing the OCIP serving the CSU and auxiliary organization participants.

**Project’s Net Insurance Cost:** means the final cost chargeable to Campus Projects for OCIP, OPPI, and CPL. The final costs shall be calculated to include the cost savings anticipated from the future payment of dividends by the program’s insurers.

**Program Underwriters:** The insurance companies that underwrite the Program’s insurance policies.

**Systemwide Office of Risk Management:** CSURMA has engaged the CSU Chancellor’s Office Department of Risk Management to provide risk management consulting services to the CSURMA including oversight of the programs.

**ADOPTED:** October 24, 2014

**EFFECTIVE:** October 24, 2014; Revised January 10, 2016

**SUBJECT:** Claims Handling Guidelines

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*Should there be any discrepancy between this document and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

**PURPOSE:**

CSURMA operates various insured and self-insured coverage programs. This policy and procedure advises in a general manner how claims will be resolved, and how to address a coverage dispute.

**POLICY:**

It is the policy of CSURMA that claims presented under applicable CSURMA programs will be resolved in a timely and professional manner and that Members will have the opportunity to present information supporting their recovery position should a disagreement arise. This Policy and Procedure No. 22 will apply except where a Policy and Procedure more specific to a coverage program has been duly adopted. If there is a conflict between coverage documents and this Policy and Procedure No. 22, the coverage documents will take precedence and be determinative of how the coverage matter is to be decided.

**PROCEDURE:**

1. Notice of a Claim - Members will provide notice of a claim to the designated claims representative of CSURMA as provided in the coverage documents. Notice will include the required information and CSURMA claims representatives will work with the Member to gather the information required to present the claim. CSURMA's claims representative will advise the Member of the assigned claims adjuster and maintain contact through disposition of the claim.
2. Claim Process – CSURMA's claim representative will:
  - a. Advise the Member of the status of the claim
  - b. Assist the Member in presenting the claim for payment, including identification of professionals who may assist the member in presenting the claim.
  - c. Respond timely and provide appropriate documentation during the claim process.
  - d. The claim process will vary from program to program as provided in the coverage document or in a policy and procedure specific to the program.
3. The Member will:

- a. Cooperate with the CSURMA claims representative and insurance company adjusters to assist in completing the claim process.
- b. Notify CSURMA claims representative and insurance company adjusters of questions or concerns relative to the claims adjustment process.
4. Coverage Determinations – CSURMA’s claims representative will advise the Member of issues that may prevent or reduce coverage of a claim. For claims arising under insured coverage programs, the adjuster will perform the claim adjusting process in compliance with the applicable coverage documents and laws of the State of California.
5. Coverage Disputes – When a dispute arises, the Member will advise CSURMA’s claims representative of the dispute and seek to resolve the matter as provided in the governing coverage documents or policy and procedure. If a coverage dispute cannot be resolved, it will be referred to the CSURMA Executive Committee, which will take action in open or closed session, and advise the Member of the decision. In no event will a member take action against CSURMA, its representatives or insurers except upon review and consent by CSURMA’s general legal counsel.

**ADOPTED:** September 13, 2013 as part of P&P No. 20

**AMENDED:** November 6, 2013; May 6, 2016; April 25, 2018

**EFFECTIVE:** January 1, 2012

**SUBJECT:** Builder's Risk Insurance Program

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*Should there be any discrepancy between this documents and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT and BYLAWS will govern.*

**PURPOSE:**

CSURMA launched the Builder's Risk Insurance Program (BRIP) to realize a cost savings, improve coverage, and efficiently administer the Course of Construction coverage for all projects exceeding the threshold for Minor Capital Outlay Projects as established by the CSU Chancellor's Office Capital Planning, Design and Construction Office (CPDC). The purpose of this Policy and Procedure is to describe the operation of BRIP and provide a process for CSURMA and CPDC to collaborate on administering the program efficiently and effectively.

**POLICY:**

It is the policy of CSURMA that the Program Administrator, Alliant Insurance Services, the Chancellor's Office Accounting Department and Systemwide Office of Risk Management will collaborate with CPDC to administer the BRIP as described in this Policy and Procedure.

**PROCEDURE:**

Section 1: General Administration

1. All premiums, taxes and fees associated with BRIP shall be managed by CSURMA on behalf of CPDC.
2. CSURMA shall pay all costs associated with BRIP when due to the insurer, and shall be reimbursed by CPDC upon agreement and remittance of an invoice from CSURMA describing the amounts due, including the premium deposit and payments due as determined by the Quarterly Reports for the periods ending September 30, December 31, March 31, and June 30.
3. The Quarterly Reports shall include all newly-reported projects during the quarter, and final premium adjustments on all projects closed during the quarter. Closed projects will not be invoiced to CPDC until all parties (CSURMA, CPDC, and Underwriter) are in agreement on the amounts due, at which time the premium including all taxes/fees shall be deemed final and closed.

4. Invoices –

(a) Premium Deposit Invoices:

The Program Administrator shall prepare invoices including project name and CPDC project number.

(b) Reconciliation Invoices:

Program Administrator shall also provide quarterly reconciliation invoices to CPDC based on CPDC's quarterly reports. These reports shall contain for the preceding quarter detail of initial premiums for actual new construction starts, and final premium adjustments on completed projects that are deemed closed by CPDC.

The quarterly reconciliation invoices shall also detail all CPDC payments of premium deposit invoices made and credit previous payment of premium deposit invoices from the actual amount due on each invoice. If the quarterly reconciliation invoice after the application of previously paid premium deposit invoices, is (1) a net credit, this credit shall be debited from the next quarterly premium deposit invoice due as identified in the premium deposit payment schedule, (2), if a net add, the amount shall be carried over to the following quarterly premium deposit invoice or year-end premium audit invoice calculation.

(c) CPDC will pay all invoices within 30 business days of receipt.

5. Program Administrator will identify and include applicable premium taxes/fees to be added to each invoice at the rates established by the Department of Insurance. Completed, closed projects exceeding \$5,000,000 in construction cost will pay the applicable final adjusted premium and tax/fee rate, when invoiced, based on the policy year when originally enrolled in BRIP.
6. Program Administrator will provide the carrier's endorsements to CPDC naming each project enrolled with each reconciliation invoice. The endorsements will include each project's name and CPDC project number. Additionally, Program Administrator will prepare and send evidence of coverage certificates immediately as each project is enrolled as required by campuses for their contractors performing work on enrolled projects.
7. Late Reports:
  - (a) Projects reported to CPDC after the Start Date of Construction shall be rated for premium calculation purposes on the Quarterly Report using the date when actual construction began (*Date of Commencement*), and the date when actual construction is completed (*Date of Completion*).
  - (b) If the actual Date of Completion is not known at the time of the late report, the Quarterly Report shall be updated and rated using the Expected Date of Completion as of the Quarterly Report ending date.
  - (c) All late reported projects must complete a "No Known Loss Letter" (NKLL) warranting the Campus Project Manager and the project's General Contractor have no knowledge of any loss that may give rise to a claim under BRIP from the actual Start Date of Construction to the date of the NKLL, whose date shall be no sooner than the date when the late report is submitted to CPDC.
  - (d) Projects up to \$5,000,000 construction value - There shall be no further premium adjustment after actual project completion.
  - (e) Projects over \$5,000,000 construction value - There shall be a final premium adjustment based on the actual period of construction and the actual total cost of construction (i.e., including "change orders") after project completion.

**PART B: Definitions**

As used in this Policy and Procedure, the following terms are defined:

**Accounting:** Financial Services located in the Chancellor’s Office provides accounting services for CSURMA.

**Construction Cost (Construction Value)** – varies by procurement method as follows:

- Design-Bid-Build: Construction Contract Value.
- CM at Risk: Construction Contract Value. Construction Phase Services/Site Management Fee, CM Contingency, and CM OH&P.
- Design-Build and Collaborative Design Build: Contract Value less preconstruction and design services.
- Final Construction Cost: Construction Cost plus all construction contract change orders.

**CPDC:** Capital Planning, Design and Construction located in the Chancellor’s Office.

**CSURMA:** California State University Risk Management Authority.

**Program Administrator:** Alliant Insurance Services is the CSURMA Program Administrator responsible for designing and implementing coverage programs serving CSU and its auxiliary organizations.

**Systemwide Office of Risk Management:** Systemwide Risk Management located in the Chancellor’s Office.

**Underwriter (insurer):** Chubb is the company providing “Builder’s Risk” insurance coverage through CSURMA for CSU and its auxiliary organizations.

**ADOPTED:** March 9, 2017; January 7, 2018

**EFFECTIVE:** March 9, 2017

**SUBJECT:** Allocation of Property Program Loss Limits and Deductibles

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*Should there be any discrepancy between this policy and procedure and either the JOINT POWERS AGREEMENT or BYLAWS, the JOINT POWERS AGREEMENT or BYLAWS shall govern.*

**PURPOSE:**

This policy and procedure addresses the settlement of claims through the CSURMA Property Coverage Program in the event more than one MEMBER (Campus or AUXILIARY ORGANIZATION MEMBER) is involved in an occurrence (aka: loss event) which triggers the "Loss Limits".

The CSURMA Property Program includes certain maximum amounts that the excess insurer / reinsurer is liable to pay for covered losses; these maximum amounts are known as "Loss Limits." The "Loss Limits" are shared by all MEMBERS of the CSURMA Property Coverage Program. For example, available "Loss Limits" could be exhausted in the following situations:

- A single MEMBER has a loss in excess of the "Loss Limits".
- More than one MEMBER are involved in the same loss event resulting in total payable claims in excess of the "Loss Limits".
- A series of unassociated loss events during the policy term involve more than one MEMBER resulting in total payable claims in excess of the "Loss Limits".

**POLICY:**

In the event the Property coverage "Loss Limits" involve more than one MEMBER, the EXECUTIVE COMMITTEE shall determine the allocation of the "Loss Limits" upon the recommendation of CSURMA's Treasurer and its Secretary-Auditor, whose recommendation may include consideration of the following:

1. The aggregate "Loss Limits" available for the loss event;
2. The Total Loss incurred by each MEMBER involved in the loss event;
3. The Aggregate Loss of all MEMBERS involved in the loss event;
4. The Total Insurable Value (TIV) of Damaged Locations Only of each member involved in the loss event;
5. The Aggregate TIV of Damaged Locations Only of all members involved in the loss event;
6. The TIV for All Covered Locations of each member involved in the loss event;
7. The Aggregate TIV for All Covered Locations of all members involved in the loss event;

8. Any other factor or factors that CSURMA's Treasurer, Secretary-Auditor and EXECUTIVE COMMITTEE may consider to be pertinent in its determination of what it considers to be a fair allocation of the "Loss Limits".

In any loss event where it appears the "Loss Limits" may require allocation among two or more MEMBERS, the EXECUTIVE COMMITTEE shall be, and is, empowered to instruct the excess insurer / reinsurer concerning the manner in which claims of affected MEMBERS shall be paid so as to achieve the objectives required by this policy and procedure. However, in exercising this power, the EXECUTIVE COMMITTEE shall give due consideration to the needs of affected MEMBERS for expeditious administration and prompt payment of their claims, and payment of proper claims shall not be unduly delayed because of the application of this policy and procedure. If in any case, a MEMBER should receive payment(s) for claim or claims which exceed, in the aggregate, the amount to which the MEMBER is entitled, the MEMBER shall promptly refund the excess funds to CSURMA for redistribution in accordance with this policy and procedure.

**DEFINITIONS:**

**"Auxiliary Organization"** shall mean an organization described in California Education Code § 89901 *et seq.*, which is on the approved list of Auxiliary Organizations of the University Chancellor's Office.

**"Executive Committee"** shall mean the Executive Committee of the CSURMA Board of Directors.

**"Loss Limits"** shall mean the maximum amount the excess insurer / reinsurer is liable to pay for covered losses; the aggregate amount of insurance payable under the CSURMA Property Coverage Program for damages to real and personal property covered by the program.

**"Member"** shall mean the signatory to the CSURMA Joint Powers Authority.

**"TIV"** refers to total insurable value, meaning property values reported by the MEMBER to CSURMA and included on the CSURMA Property Coverage Program property schedule.

**"Deductibles"** shall mean the maximum amount the MEMBER is liable to pay for covered losses. In the event two or more buildings are damaged by the same loss (or occurrence), and a different deductible applies to the buildings (i.e., at least one building is covered by Campus 99 at a lower deductible), the applicable deductible shall apply to each building as if a separate policy was issued to each, and the aggregate deductible for all buildings damaged by the same occurrence shall be the largest single deductible that is applicable to the loss.

## **LIABILITY PROGRAM MEMORANDA OF COVERAGE**

**ISSUE:** On November 8, 2019, the Executive Committee reviewed proposed amendments to the Liability Memorandums of Coverage (*MOCs*) for the Campus Liability risk pool and excess reinsurance. General Counsel commented “Damages” as defined in the MOC is extremely broad as currently written from which a demand for reimbursement of attorney’s fees itself may trigger coverage. Further, coverage for emotional distress without bodily injury may be covered as presently written. The Executive Committee directed staff to review with Robin Webb and Byrne Conley. Staff arranged a teleconference with Ms. Webb and Mr. Conley on September 26, 2019. Mr. Conley edited the MOC in accordance with the discussion with Ms. Webb, and is presented herein for approval.

**RECOMMENDATION:** The Executive Committee is asked to approve the edits to the Liability MOC as attached, becoming effective July 1, 2020, and to confirm acceptance of the changes by the reinsurers.

**FISCAL IMPACT:** There is no cost expected from the recommended action at today’s meeting.

**BACKGROUND:** None.

**PUBLICATION:** The Memorandums of Coverage will be delivered to the members following renewal of the programs.

**ATTACHMENT(S):**

- a. DRAFT Campus Liability MOC



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY  
MEMORANDUM OF LIABILITY COVERAGE**

**DECLARATIONS**

**Item 1: Named Covered Party:**

- California State University Risk Management Authority (CSURMA)
- The State of California as respects the Trustees of the California State University
- The California State University (CSU)
- All campuses of the CSU as listed in Item 4

**Item 2: Coverage Period:**

July 1, 2019 to July 1, 2020 at 12:01AM

**Item 3: Limits of Liability:**

\$5,000,000	<b>Ultimate Net Loss - Each Occurrence or Wrongful Act</b>
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**Sublimits of Liability (provided by Campus Liability Risk Pool):**

\$5,000,000	Medical Malpractice (for Medical Doctors and the Student Health Centers)
\$1,000,000	Funds, Grants or Appropriations (defense only)
\$1,000,000	Land Use (defense only)
\$1,000,000	Nuclear Materials (limited coverage)
\$5,000,000	Automobile Liability (excess) – non-salaried drivers only; e.g., student volunteers

**Item 4: Member Deductibles (Ultimate Net Loss - Each Occurrence or Wrongful Act):**

<del>\$td0</del>	The State of California as respects the Trustees of the California State University
<del>\$td0</del>	California State University Risk Management Authority (CSURMA)
<del>\$td35,000</del>	California State University, Bakersfield
<del>\$td35,000</del>	California State University, Channel Islands
<del>\$td250,000</del>	California State University, Chico
<del>\$td100,000</del>	California State University, Dominguez Hills
<del>\$td750,000</del>	California State University, East Bay
<del>\$td100,000</del>	California State University, Fresno
<del>\$td250,000</del>	California State University, Fullerton
<del>\$td250,000</del>	Humboldt State University
<del>\$td250,000</del>	California State University, Long Beach
<del>\$td250,000</del>	California State University, Los Angeles
<del>\$td50,000</del>	California State University Maritime Academy



<del>\$tb35,000</del>	California State University, Monterey Bay
<del>\$tb750,000</del>	California State University, Northridge
<del>\$tb250,000</del>	California State Polytechnic University, Pomona
<del>\$tb500,000</del>	California State University, Sacramento
<del>\$tb50,000</del>	California State University, San Bernardino
<del>\$tb900,000</del>	San Diego State University
<del>\$tb250,000</del>	San Francisco State University
<del>\$tb750,000</del>	San Jose State University
<del>\$tb250,000</del>	California Polytechnic State University, San Luis Obispo
<del>\$tb50,000</del>	California State University, San Marcos
<del>\$tb50,000</del>	Sonoma State University
<del>\$tb35,000</del>	California State University, Stanislaus
<del>\$tb100,000</del>	California State University, Chancellor's Office

**Item 5: Liability Claims Administrator:**

The California State University  
 Office of Systemwide Risk Management  
 Attn: Director of Systemwide Risk Management  
 562-951-4568 – Direct  
 562-951-4859 – Fax  
[zgifford@calstate.edu](mailto:zgifford@calstate.edu) – email

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Authorized Signature



## CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY Campus Liability Coverage Program Memorandum of Coverage

Various provisions in this Memorandum restrict coverage. Read the entire Memorandum carefully to determine Member rights, duties and what is and is not covered.

Throughout this Memorandum, words and phrases that appear in **boldface** type have special meanings. They are defined in SECTION I – DEFINITIONS and/or with respect to Covered Parties in SECTION IV – COVERED PARTIES.

The California State University Risk Management Authority (hereinafter called CSURMA) is an intergovernmental agency, risk sharing, joint powers authority, duly formed pursuant to California Government Code Sections 6500 *et seq.*

This Memorandum does not provide insurance, but instead provides for pooled self-insurance. This Memorandum is a negotiated agreement among the **Members** of the CSURMA, and none of the parties to the document are entitled to rely on any contract interpretation principles which require interpretation of ambiguous language against the drafter of such agreement. This document shall be applied according to the principles of contract law, giving full effect to the intent of the **Members** of the CSURMA, acting through the Board of Directors in adopting this document. As the CSURMA is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have an obligation to provide “*Cumis*” counsel to a **Covered Party** in disputed coverage situations under Civil Code 2860. Finally, failure to provide notice to a **Covered Party** of any coverage dispute shall not operate to waive any of the provisions of this document.

### SECTION I – COVERAGES

Subject to the **Member’s Deductible(s)**, CSURMA agrees:

To pay on behalf of the **Member** those sums for **Ultimate Net Loss** in excess of the **Member’s Deductible(s)** which the **Member** becomes obligated to pay as **Damages**;

1. By reason of liability assumed by the **Member** by contract because of **Bodily Injury** or **Property Damage, Personal Injury, Errors and Omissions, Employee Benefits Liability, Employment Practices Liability** or **Media Wrongful Acts** arising from operations of the **Member** to which this Memorandum applies, caused by an **Occurrence** or **Wrongful Act**, or
2. By reason of liability imposed by law because of **Bodily Injury, Property Damage, Personal Injury, Errors and Omissions, Employment Practices Liability** or **Media Wrongful Acts** arising from operations of the **Member** to which this Memorandum applies, caused by an **Occurrence** or **Wrongful Act**.
3. By reason of liability imposed by law because of **Employee Benefits Liability** claims made during the **Coverage Period** to which this Memorandum applies, caused by an **Occurrence** or **Wrongful Act**.



## SECTION II - DEFINITIONS

1. **Additional Covered Party** means any person(s), entity(ies) or organization(s) to whom the **Member** is obligated by virtue of a written contract to provide coverage solely with respect to **bodily injury, property damage and personal injury** arising out of and during the **Member's** operations or premises owned, rented or used by the **Member**; and

For which a certificate of coverage has been issued to such person(s); entity(ies) or organization(s) and is on file with CSURMA evidencing their status as an **additional covered party** under this coverage.

The limit and scope of coverage afforded to the **Additional Covered Party** shall be no broader than that which is required by such contract and shall in no event be broader than the coverage afforded by this Memorandum.

**The coverage does not** extend, either with respects to defense or indemnity, to the sole negligence or to the willful misconduct of any **Additional Covered Party**.

2. **Administration**, with respect to **Employee Benefits Liability**, means:
- A. Providing information to **Employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **Employee Benefit Programs**;
  - B. Handling records in connection with the **Employee Benefit Program**; or
  - C. Effecting, continuing or terminating any **Employees'** participation in any benefit included in the **Employee Benefit Program**.

However, **Administration** does not include handling payroll deductions.

3. **Aircraft** means a vehicle designed for the transport of persons or property principally in the air.
4. **Automobile** means a licensed land motor vehicle or semi-trailer designed for travel on public roads, including any attached machinery, trailer or equipment.
5. **Bodily Injury** means **Bodily Injury**, sickness, disease or death, including but not limited to shock, mental anguish, mental injury and humiliation sustained by any person that occurs during the **Coverage Period**. **Bodily Injury** includes **Damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
6. **Claim** means:

~~A. A written demand to a **Member** for payment of **Damages** received by the CSURMA Secretary Auditor or by the chief executive, risk manager, or general counsel of a **Member**; and/or~~

B.A. A civil proceeding against a **Member** in which **Damages** are sought on account of

- 1) **Bodily Injury or Property Damage**,

**Commented [A1]:** This is circular. A "Claim" means a demand to a Member for payment of Damages; and "Damages" means compensation the Member is required to pay as a result of a Claim.



- 2) **Personal Injury,**
- 3) **Errors and Omissions,**
- 4) **Employee Benefits Liability,**
- 5) **Employment Practices Liability, or**
- 6) **Media Wrongful Acts,**

arising from an **Occurrence** or a **Wrongful Act** for which this coverage may apply, including an arbitration or other alternative dispute resolution proceeding in which monetary **Damages** are sought and to which the **Member** must or does submit with our written consent.

- 7. **Completed Operations Hazard** includes **Bodily Injury** and **Property Damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs after such operations have been completed or abandoned, and occurs away from premises owned by or rented to the **Member**. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following time:
  - A. When all operations to be performed by or on behalf of the **Additional Covered Party** at the site of the operations have been completed.
  - B. When all operations to be performed by or on behalf of the **Additional Covered Party** under the contract have been completed; or
  - C. When the portion of the work out of which the injury or **Damages** arise has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed. The **Completed Operations Hazard** does not include **Personal Injury** or **Property Damage** arising out of:

- A. Operations in connection with the transportation of property unless the **Personal Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the loading or unloading of that vehicle by any **Member**; or
  - B. The existence of tools, uninstalled equipment or abandoned or unused materials.
- 8. **Coverage Period** means the period of coverage provided under this Memorandum as shown on the Declarations Page.
  - 9. **Covered Individual(s)** means persons who are past or present elected or appointed officials, **Employees**, whether or not compensated, or authorized volunteers of the **Member**, while acting within the scope of their duties, office or employment for or on behalf of the **Member**, including while acting on outside boards at the direction of the **Member**. **Covered Individuals** do not include **Employees** of nonmember organizations, including, but not limited to alumni associations and volunteer university support groups.
  - 10. **Dam** means any artificial barrier together with appurtenant works which:

- A. Is twenty-five feet (25) or more in height from the foot of a natural bed of stream or watercourse at the downstream toe of the barrier or from the lowest elevation of the outside limit of the barrier, if it is not across a stream, channel or watercourse, to the maximum possible water storage elevation; or
- B. Has water impounding capacity of fifty (50) acre feet or more.

Except, any such barrier which is not in excess of twenty-five (25) feet in height regardless of storage capacity, or which has a storage capacity not in excess of fifteen (15) acre feet regardless of height, shall not be considered a **Dam**; and, no structure specifically exempted from jurisdiction by the applicable state agency overseeing **Dams** shall be considered a **Dam**, unless such structure is under the jurisdiction of any agency of the federal government.

- 11. **Damages** means compensation in money which a **Covered Party** is legally obligated to pay as a result of a **Claim**. ~~Damages include: (1) attorney fees not based on any contract awarded against the Covered Party attributable to a claim for compensatory damages covered by this Memorandum, (2) pre judgment interest and interest on judgments, or (3) costs, for which the Covered Party is liable either by adjudication or by compromise with the prior written consent of CSURMA, if the fees, interest or costs arise from an Occurrence or Wrongful Act to which this coverage applies.~~

**Commented [A2]:** There is no definition for "Covered Party." There is "Additional Covered Party" and there is "Covered Individual(s)."

**Damages** shall not include those sums determined to be owed by a **Covered Party** as contract **Damages**, including, but not limited to retroactive or prospective benefits, severance payments, or any **Damages** determined to be owed for breach of an express contract of employment or under an express obligation to make payments in the event of termination of employment. **Damages shall also not include any wages, salary or benefits owed for work actually performed.**

**Commented [A3]:** Suggest removal of this and instead make attorneys' fees part of what is covered when CSURMA defends, Section III.3.B. Interest and costs are already in that Section III.3.B.

**Damages with respect to Employment Practices Liability shall not include amounts awarded under a labor grievance or arbitration pursuant to a collective bargaining agreement.**

**Damages** shall not include sums paid pursuant to any judgment or agreement, whether injunctive or otherwise, to undertake actions to correct past discriminatory or unlawful conduct or to establish practices or procedures designed to eliminate or prevent future discriminatory or other unlawful conduct, or any non-monetary relief.

**Damages** shall not include fines, penalties, sanctions, taxes or fees assessed against any **Covered Party**.

- 12. **Deductible** means the amount of each **Ultimate Net Loss** which the Member has to pay irrespective of the amount of the **Ultimate Net Loss** as shown on the Declarations page of this document.
- 13. **Discrimination**, as respects **Employment Practices Liability**, means the actual or alleged failure to employ, failure to promote, or the demotion, transfer, suspension, or termination of any **Employee** because of race, color, creed, national origin, sex, sexual orientation or preference, religion, age, gender, disability or handicap or pregnancy. **Discrimination**, other than as respects **Employment Practices Liability**, means **Bodily Injury, Personal Injury** and/or **Errors and Omissions** arising from alleged acts, errors or omissions showing favor, prejudice or bias for or against a person because of race, color, creed, national origin, sex, sexual orientation or preference, religion, age, gender, disability or handicap or pregnancy.

- 14. **Employee** means:



- A. Any person who has an assigned work schedule for the **Member** and is on the **Member's** regular payroll; and
- B. Any person who is leased to the **Member** through a staffing or temporary agency and is working for the **Member** under the **Member's** supervision, including a **Leased Worker**.
- C. **Employee** does not include independent contractors.
- D. As respects **Employment Practices Liability** and **Employee Benefits Liability** and when appearing in boldface type in this Memorandum, means any present or former **Employee** of the **Member**; and
- E. Solely as respects **Employment Practices Liability** arising from alleged **Discrimination** with respect to negligent hiring, only, **Employee** includes an applicant for employment.
- F. Solely as respects **Employment Practices Liability**, independent contractors and/or persons working on retainer, while acting for or on behalf of the Member.

An **Employee's** status as a **Covered Party** will be determined as of the date of the **Occurrence** or **Wrongful Act** upon which a **Claim** involving the **Employee** is based.

- 15. **Employee Benefits Liability** means liability for actual or alleged Errors and Omissions in the Administration of a Member's Employee Benefit Program.
- 16. **Employee Benefits Program** means a program providing some or all of the following benefits to Employees:
  - A. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts;
  - B. Profit sharing plans, Employee savings plans, Employee stock ownership plans, pension plans, and stock subscription plans; and
  - C. Unemployment insurance, social security benefits, workers' compensation, and disability benefits.
- 17. **Employment Practices Liability** means any circumstance relating to a past, present or prospective **Employee** of the **Member** (and the child, parent, brother or sister of that person) as a consequence of the following **Wrongful Acts** or alleged **Wrongful Acts**: wrongful dismissal, discharge, or termination, either actual or constructive, of employment; employment related misrepresentation; retaliation; wrongful failure or refusal to employ or promote; wrongful deprivation of career opportunity or reassignment; wrongful discipline; failure to grant tenure or negligent **Employee** evaluation; **Sexual or Workplace Harassment** or humiliation of any kind, including, but not limited to, the alleged operation of a harassing workplace environment; negligence resulting in **Damages** to a person that is a whistle-blower; unlawful **Discrimination**, whether direct, indirect, intentional or unintentional; failure to provide adequate **Employee** policies and procedures. **Employment Practices Liability** shall include actions brought under state, local, or federal law, whether common or statutory, and shall include, but not be limited to allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder:
  - A. Americans With Disabilities Act of 1992 (ADA)
  - B. Civil Rights Act of 1991



- C. Age **Discrimination** Empowerment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990
  - D. Title VII of the Civil Rights Law of 1964, as amended (1983), including the **Pregnancy Discrimination** Act of 1978;
  - E. Civil Rights Act of 1866, Section 1981; and
  - F. Fifth and Fourteenth Amendments of the U.S. Constitution.
18. **Errors and Omissions** means a **Wrongful Act** by **Covered Individuals** individually or collectively in the discharge of their duties for the **Member**, or any matter claimed against them solely by reason of their being or having been public officials.
19. **Land Subsidence** means the movement of land or earth, including, but not limited to, sinking or settling of land, earth movement, earth expansion, and/or contraction, landslide, slipping, falling away, caving in, eroding, earth sinking, and earth rising or shifting or tilting.
20. **Leased Worker** means any **Employee** who is under contract to the **Member** while performing duties defined under the contract with the Member.
21. **Loss Adjustment Expense** means all costs and expenses incurred by the **Member** in connection with the investigation, appraisal, negotiation, adjustment, settlement, litigation, defense or appeal of a specific **Claim** or loss covered hereunder, including but not limited to CSURMA approved defense attorney fees, court costs, costs of supersedes and appeal bonds, monitoring counsel expenses, ~~post judgment interest, pre judgment interest (unless included as part of an award), subrogation, salvage and recovery expense, costs and expenses in connection with coverage questions and legal actions and other associated costs and expenses.~~ **Loss Adjustment Expense** shall include any allocated **Claims** expenses, salaries or overhead incurred by attorneys who are **Employees** of the California State University's Office of General Counsel. However, such expenses shall be limited at \$250 per hour. **Loss Adjustment Expense** shall also include fees and expenses of outside adjusters and others associated with specific **Claims**, but excluding any **Loss Adjustment Expense** and fees paid that are not allocable to a specific **Claim**. **Loss Adjustment Expense** does not include salaries and expense of **Member's Employees** except as provided above, as well as office and other overhead expenses.
- Additionally, CSURMA may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** similar to the one against the **Member** and to require that independent counsel have errors and omissions coverage. The **Member** agrees to instruct counsel, whether independent or in-house, to respond to CSURMA request(s) for information regarding the **Claim** in a timely manner.
22. **Media Wrongful Act** means any error or omission arising out of the gathering, recording, collection, writing, editing, advertising, publication, dissemination, exhibition, broadcast, display on an internet site, or release, including but not limited to any actual or alleged:
- A. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
  - B. Wrongful entry or eviction, trespass, eavesdropping, or other invasion of the right of private occupancy;



- C. Libel, slander, disparagement, or publicity, false light, public disclosure or private facts, appropriation of name, persona or likeness, or any other form of defamation or harm to the character or reputation of any person or entity;
  - D. Outrage, infliction of emotional distress or prima facie tort;
  - E. Infringement or dilution of trademark, trade name, trade dress, title, slogan, service mark or service name, domain name, deep linking or framing, including unfair competition in connection with such conduct;
  - F. Copyright infringement, plagiarism, piracy, breach of implied contract, or misappropriation of property rights, information or ideas;
  - G. Breach of a promise of confidentiality or anonymity;
  - H. Error or omission in content;
  - I. Unfair competition or conspiracy, but only when the allegation of unfair competition or conspiracy is based entirely upon one or more Media Wrongful Acts falling within sections A-H above;
  - J. Breach of an indemnification or hold harmless agreement relating to **Claims** arising out of the media, but only when such **Claims** allege a **Media Wrongful Act** falling within sections 1-9 above; solely when committed or allegedly committed by a **Covered Party** in is, her or its capacity as such and in connection with the creation or dissemination of media, or in connection with the creation or dissemination of advertising materials relating to media.
23. **Member** means the **Member** named on the Declarations Page.
24. **Mold(s)** means any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, bacterial pathogens, or any biogenic aerosols to include, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produces **Molds**.
25. **Occurrence** means an accident, act, error, offense, omission or event **Media Wrongful Act** or **Wrongful Act** during the **Coverage Period**, including continuous or repeated exposure, which results in damages, neither expected nor intended by the **Member**. An **Occurrence** taking place over more than one **Coverage Period** shall be deemed to have taken place during the **Coverage Period** when the **Occurrence** ended and shall be treated as a single **Occurrence** in that **Coverage Period**.
26. **Personal Injury** means any of the following offenses:
- A. False arrest, detention or imprisonment, or malicious prosecution;
  - ~~B. Shock, mental anguish, mental injury, or humiliation~~
  - ~~C.B.~~ Publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right of privacy;
  - ~~D.C.~~ Wrongful entry or eviction or other invasion of the right of private occupancy;



- E-D. **Discrimination** or violation of civil rights other than **Employment Practices Liability**, not intentionally committed by or at the direction of the **Member**; and
- F-E. Assault and battery not committed by or at the direction of, or with consent of the **Member**. However, this does not apply if committed or directed for the purpose of protecting persons from injury or death, or property from damage.
- 27. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **Waste**. **Waste** includes materials, which are intended to be or have been recycled, reconditioned or reclaimed. The term **Pollutant** as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users. Pollutants includes any material defined as hazardous in Sections 66261.10 through 66261.126 of Title 22 of the California Code of Regulations.
- 28. **Products Hazard** includes **Bodily Injury** and **Property Damage** arising out of **your** products or reliance upon a representation or warranty with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from premises owned by or rented to **you** and after physical possession of **your** product (s) has been relinquished to others.
- 29. **Property Damage** means:

  - A. Physical injury to or destruction of tangible property which occurs during the Coverage Period, including the loss of use thereof at any time resulting therefrom;
  - B. Loss of use of tangible property, which has not been physically injured or destroyed, provided such loss of use is caused by an Occurrence or Wrongful Act during the Coverage Period.
- 30. **Sexual or Workplace Harassment** shall mean any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or person acting in concert, which causes physical and/or mental injuries. **Sexual or Workplace Harassment** also includes the above conduct when:

  - A. Submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment, or a basis for employment decisions affecting a person; or
  - B. Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

**Sexual or Workplace Harassment** does NOT include **Sexual Misconduct** as defined in this Memorandum.
- 31. **Sexual Misconduct** means:

  - A. The actual, attempted or alleged abuse or molestation of a person by another person, or persons acting in concert which causes physical and/or mental injuries. Sexual molestation includes: sexual abuse, sexual assault, sexual exploitation or sexual injury; or
  - B. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to report the above of a Covered Person.



32. **Territory** means an **Occurrence** or a **Wrongful Act** that takes place during the **Coverage Period** anywhere in the world, as well as **Claims** brought anywhere in the world.
33. **Ultimate Net Loss** means the amount of paid **Claims** liability for **Damages** for which the **Member** is liable on a per **Occurrence** or **Wrongful Act** basis, either by (1) adjudication, or (2) compromise with the prior written consent of CSURMA, and which the **Member** actually pays in cash, after making proper deduction for all recoveries and salvages collectible. **Ultimate Net Loss** ~~includes defense attorney fees and costs of the Member in defense of the Claim and also includes court costs, Loss Adjustment Expenses, and other associated costs and expenses, but does not include any salaries of the Member's regular Employees. Ultimate Net Loss includes retrospective benefit ("back wages"), but does not include prospective benefits ("forward wages"), payable as part of a Claims for Employment Practices Liability covered under this Memorandum.~~ **Ultimate Net Loss** shall not include any of the above-described expenses for **Damages** against a **Member** or defense expenses incurred because of liability excluded by this Memorandum.
34. **Wrongful Act** means any actual or alleged error, misstatement, omission, negligent act, or breach of duty, including misfeasance and nonfeasance by covered individuals individually or collectively in the discharge of their duties for the **Member**, or any matter claimed against them solely by reason of their being or having been public officials.
35. **Wrongful Termination** means the actual, alleged or constructive termination of an employment relationship between an **Employee** and a **Member** in a manner and/or a reason which is contrary to applicable law.
36. The following definitions are applicable only to **Exclusion 15 – Nuclear Material**:
- A. **Hazardous Properties** include radioactive, toxic or explosive properties;
  - B. **Nuclear Material** means source material, special **Nuclear Material** or byproduct material;
  - C. Source material, special **Nuclear Material** and byproduct material have the meaning given in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - D. **Spent Fuel** means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**;
  - E. **Waste** means any **Waste** material, (a) containing a byproduct material and (b) resulting from the operation by any person or organization of any **Nuclear Facility** included within the definition of **Nuclear Facility** under paragraph a. or b. thereof;
  - F. **Nuclear Facility** means:
    - 1) Any **Nuclear Reactor**;
    - 2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **Spent Fuel**, or (3) handling, processing or packaging **Waste**;
    - 3) Any equipment or device used for the processing, fabricating or alloying of special **Nuclear Material** if at any time the total amount of such material in the custody of the **Member** at the premises where such equipment or device is located consists of or contains more than 25 grams plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or



- 4) Any structure, basin, excavation site premises or place prepared or used for the storage or disposal of **Waste** and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

G. **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word injury or destruction includes all forms of radioactive contamination of property.

### SECTION III - DEFENSE AND SETTLEMENT

1. CSURMA has the right and duty to defend any **Claim** or **Suit** against the **Member** seeking **Damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage applies even if the **Claim** or **Suit** is groundless, false or fraudulent when the **Deductible** has been exhausted by the payment of **Damages** including **Loss Adjustment Expenses** to which this coverage applies and provided further that no insurer has a duty to defend or is defending such **Claim**.
2. CSURMA has no duty to defend the **Member** against any **Claim** or **Suit** seeking **Damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage does not apply.
3. When CSURMA assumes the defense of any **Claim** or **Suit** on the Member's behalf, CSURMA will:
  - A. Investigate, negotiate and settle the **Claim** or suit as CSURMA may deem expedient; and
  - B. Pay the following to the extent that they are not covered by any other coverage:
    - 1) Premiums on bonds to release attachments for amounts not exceeding our Limits of Coverage, but CSURMA is not obligated to apply for or furnish any such bond;
    - 2) Premiums on appeal bonds required by law to appeal any **Claim** or suit which CSURMA defends, but CSURMA is not obligated to apply for or furnish any such bond;
    - 3) All reasonable costs taxed against the **Member** in any **Claim** or suit that CSURMA defends;
    - 4) Pre-judgment interest awarded against the **Member** on that part of the judgment CSURMA pays. If CSURMA makes an offer to pay the applicable Limit(s) of Liability, then CSURMA will not pay any pre-judgment interest accrued for that period of time after the offer;
    - 5) All interest that accrues after entry of judgment and before CSURMA has paid, offered to pay or deposited in court the part of the judgment that is within



CSURMA's applicable Limit(s) of Liability; or

6) Reasonable Member expenses incurred with CSURMA's consent or at CSURMA's request.

6.7) Attorney fees awarded against the Member and Additional Covered Party, provided the fees are attributable to a claim for compensatory damages covered by the Memorandum and not based on any contract.

Commented [A4]: This would bring attorney fees under CSURMA's obligation to pay, but only where it is defending and only where attributable to a covered claim.

4. CSURMA will not defend any Claim or Suit after our applicable Limit(s) of Liability has been exhausted by payments of judgments or settlements including Loss Adjustment Expenses.

5. Except as provided in Paragraph A above, CSURMA will have no duty to defend any Claim or Suit against the Member. We will, however, have the right, but not the duty, to participate in the defense of any Suit and the investigation of any Claim to which this Memorandum may apply, and the Member shall cooperate fully with us in such participation. If CSURMA chooses to exercise this right, CSURMA will do so at CSURMA's own expense.

6. All expenses CSURMA may incur in the defense of any Claim or Suit are included in the Limit of Liability and are not paid in addition to the Limit of Liability.

6.7. If CSURMA assumes the control of the handling of a claim, the Member shall be obligated to pay at the direction of CSURMA any sum necessary for the settlement of a claim, or to satisfy liability imposed by law, up to the applicable Deductible.

#### SECTION IV - LIMITATIONS UPON CSURMA'S LIABILITY

Regardless of the number of (1) persons or entities covered under this Memorandum, or (2) persons or organizations who sustain injury or damage, or (3) Claims made or suits brought because of injury or damage, the CSURMA's liability for Damages is limited as follows:

The CSURMA's liability for Damages shall be only for the Ultimate Net Loss less the Member's Deductible(s) not to exceed the Limits of Liability shown in the Declarations, as the result of any one Occurrence or Wrongful Act or the amount shown in the Declarations because of all Occurrences for any one Member during each Coverage Period. There is no limit to the number of Occurrences or Wrongful Acts during the Coverage Period for which Claims may be made.

The Member's Deductible(s) as shown in the Declarations applies to each such Occurrence or Wrongful Act without regard to exclusions, limitations or exhaustion of aggregate limits in underlying or contributing coverage, insolvency of any insurance carrier or insurance pool, or any circumstances wherein underlying or contributing coverage is uncollectible.

~~For the purpose of determining the CSURMA Limit of Liability and the Member's Deductible(s), all Damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence or Wrongful Act.~~

This Memorandum applies to Occurrences or Wrongful Acts, which take place anywhere in the world during the specified Coverage Period stated in the Declarations of this Memorandum.



The term **Covered Party** is used severally and not collectively. The Limit of Liability and **Member's Deductible(s)** as stated in the Declarations apply separately to each **Covered Party**. In the event of an **Occurrence** for which more than one **Covered Party** is or may be held liable, one **Member** Deductible and one Limit of Liability coverage will apply to all Covered Parties. CSURMA's liability for all **Covered Parties** shall not exceed the Limit of Liability set forth in Declarations. An **Occurrence** or **Wrongful Act** involving more than one **Member** shall be treated as a single **Occurrence** or **Wrongful Act**, and a single Limit of Liability and a single **Member's Deductible(s)** will apply to the **Occurrence** or **Wrongful Act**.

For the purpose of determining the CSURMA Limit of Liability and the Member's Deductible(s), all Damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence or Wrongful Act. An **Occurrence** or **Wrongful Act** with a duration of more than one **Coverage Period** shall be treated as a single **Occurrence** or **Wrongful Act** arising during the **Coverage Period** when the **Occurrence** or **Wrongful Act** ends, and under no circumstances shall the fact that said **Occurrence** or **Wrongful Act** have a duration of more than one **Coverage Period** entitle a **Covered Party** to more than one Limit of Liability or to coverage under more than one Memorandum.

**Bodily Injury** or **Personal Injury** damages resulting from **Sexual Misconduct** will be deemed to have occurred at the time of the last **Sexual Misconduct** and all such **Bodily Injury** or **Personal Injury** will be deemed to be a single occurrence whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of (1) incidents of **Sexual Misconduct** taking place thereafter, (2) victims of **Sexual Misconduct**, or (3) locations where the **Sexual Misconduct** took place. Only the Memorandum of Coverage in effect during which such **Sexual Misconduct** last occurred will apply to such single **Occurrence** of **Sexual Misconduct**. Coverage does not apply to any **Covered Party** who is found by a court of law to have committed a criminal act of **Sexual Misconduct**.

#### SECTION V - COVERED PARTIES

The parties covered by the CSURMA:

1. The **Member**.
2. The following individually and collectively, when acting solely within the scope of their duties, office, or employment for the **Member**:
  - A. Governing Board.
  - B. Officers.
  - C. **Employees**.
  - D. Non-compensated individuals, while acting for or on behalf of the **Member**. This includes individuals appointed and acting as volunteers. Volunteers include students who are enrolled in community service programs, but only while such students are performing services for credit that are valid for the student to meet the university's requirements for college graduation.
3. **Additional Covered Parties** as defined in Section II, 1. of this document.
4. **Covered Individuals** as defined in Section II, 9. of this document.



## SECTION VI – EXCLUSIONS

This Memorandum shall not apply to, and CSURMA shall not be obligated to make any payment or defend any lawsuit in connection with any **Claim** or liability or **Damages**, with respect to:

1. Aircraft

The ownership, maintenance, loading or unloading, use or operation of any **Aircraft** capable of flight. This exclusion does not apply to static **Aircraft**.

2. Assault and Battery

Arising out of assault and battery, except for assault and battery committed by or directed for the purpose of protecting persons or property or where same are not committed by or at the direction of the **Member**.

3. Automobile

For any liability arising out of the use or entrustment to others of any **Automobile** owned or operated by or rented or loaned to any **Member**, but this exclusion does not apply to parking an **Automobile** on or on the ways next to premises the **Member** owns or rents, provided the **Automobile** is not owned by or rented or loaned to the **Member**.

4. Automobile Physical Damage

For any liability for damages to or destruction of any **Automobile** owned by, rented to, leased to or in charge of the **Member**.

5. Aviation Activities

The ownership, maintenance, loading or unloading, use or operation of any:

A. **Aircraft**

B. Airfields;

C. Runways;

D. Hangars; or

E. Buildings of other properties in connection with aviation activities.

F. Liability for **Damages** arising out of in-flight operations of **Aircraft** by or in the interest of the **Covered Party** except with respect to operations performed by scheduled common carriers or operations of **Aircraft** owned or operated by the United States government or the State of California. The term in-flight as used in the foregoing means the period of time the **Aircraft** moves forward in taking off or in an attempt to take off until it has completed its landing run.

This exclusion shall not apply, however, to those areas open to the public for the purpose of entering, leaving, or using the airport facilities (including parking lots and garages).



This exclusion shall not apply, however, to the maintenance and operations of permanently stationary **Aircraft** used for instructional purposes only.

6. Bid Specifications / Cost Overruns

Claims arising out of:

- A. Estimates of probable cost or cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.
- B. Mechanic's lien claims, stop notice claims, change order claims, or similar claims by contractors for the value of services or materials provided; this exclusion extends to such claims however denominated, including claims of breach of oral or written contract, third-party beneficiary claims, quantum meruit claims, and/or open count claims.

6-7. Bodily Injury

To **Bodily Injury** to any of the **Member's Employees** arising out of and in the course of employment by the **Member**, but this exclusion does not apply to Workers' Compensation Coverage B, Employers Liability, or Stop Gap Liability, as defined by the National Council on Workers' Compensation Insurance, or Employment Practices Liability.

With respect to **Employment Practices Liability, Bodily Injury**, to any **Employee** of the **Member** arising out of and in the course of his/her employment by any **Member**; but this exclusion does not apply to liability assumed by any **Member** under any written contract.

7-8. CSU Managed Construction Projects

For any liability for damages assumed by the **Covered Parties** under any construction project contracts managed by the Chancellor's Office of the California State University or managed by a campus of the California State University, or both. However, CSURMA shall defend any actions or suits brought against any Member for such causes of action.

8-9. Contractual Obligations

The actual or alleged failure to perform or breach of any contract, agreement or other guarantee or promise, except this exclusion does not apply to any employment related contracts as provided under **Employment Practices Liability**. This exclusion does not apply to liability for **Damages** that the **Member** would have in the absence of the contract or agreement, or contractually assumed liability arising from the Member's operations; however, the agreement must arise out of or be incidental to the Member's operations and must be in place before the Occurrence and does not extend to professional liability of engineers.

10. Eminent Domain, Condemnation Proceedings or Inverse Condemnation

The Claims for loss or Damage or any liability arising out of or in connection with the principles of eminent domain, condemnation proceedings or inverse condemnation, or by whatever name used whether such Claims are made directly against you or by virtue of any agreement entered into, by or on your behalf.

9-11. Employee Benefits Liability

- A. Arising out of an insufficiency of funds to meet any obligations under any plan included in the Employee Benefits Program



- B. Failure of any investment to perform;
- C. Errors in providing information on past performance of investment vehicles; or
- D. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the Employee Benefits Program.
- E. For any **Employee Benefits Liability Claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the **Covered Party**, from the applicable funds accrued or other collectible insurance.
- F. For taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

~~10-12.~~ Funds, Grants or Appropriations

For the actual or alleged use, misuse, mismanagement or loss of funds, grants, or appropriations for the return of such funds, grants, or appropriations for any reason. However, CSURMA will defend any action or suits brought against any **Covered Party** for the actual or alleged use, misuse, mismanagement or loss of funds, grants, or appropriations or for the return of such funds, grants or appropriations for such causes of action, unless their alleged conduct was outside the scope of employment.

~~11-13.~~ Intentional Conduct

- A. For any liability based on the **Member's** obtaining of financial gain to which the **Member** was not legally entitled.
- B. For any liability arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of any **Member, Covered Individual or Additional Covered Party**; except that any act pertaining to any one **Member** shall not be imputed to any other **Member** for the purpose of determining the application of this exclusion.

~~12-14.~~ Lack of Occurrence or Wrongful Act

For injuries or **Damages** which do not arise out of an **Occurrence** or **Wrongful Act** as defined in this Memorandum;

~~13-15.~~ Land Use

To any liability for **Damages** arising from any **Claim**, suit or proceeding arising from allegations related to land use, land planning or land development. However, CSURMA shall defend the **Covered Party** up to an amount not exceeding \$1,000,000 **Ultimate Net Loss** for such liability.

This exclusion shall not apply, however, to any land use litigation where suits or **Claims** for land use litigation are a result of negligence proven on the part of a **Covered Party**. Nothing herein shall act to increase the Limits of Liability stated in the Declarations page.

16. Member vs. Member

Claims by any **Member** against its own past or present elected or appointed officials, employees or volunteers, where such claim seeks damages or restitution payable to the **Member**.

~~14-17.~~ Non-Compensatory Amounts and/or **Damages**



For any non-monetary equitable redress or form of relief other than the payment of monetary **Damages**, including but not limited to, declaratory, injunctive or administrative relief or specific performance award, or any cost to defend or cost or expense to comply with any declaratory, injunctive or administrative relief or specific performance award.

15-18. Nuclear Material

To any liability for **Damages** arising out of injury, sickness, disease, death or destruction:

- A. For any loss or liability accruing to the **Covered Party** as a Member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such Member, subscriber or association.
  - 1) It is agreed that this Memorandum does not apply under any liability coverage, to injury, sickness, disease, death or destruction, **Bodily Injury** or **Property Damage** with respect to which a **Member** under the Memorandum is also a **Covered Party** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability. The **Member** is, or had such coverage not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Resulting from the **Hazardous Properties of Nuclear Material**, if:
  - 1) The **Nuclear Material** is at any **Nuclear Facility** owned by, or operated by or on behalf of a **Member**, or has been discharged or dispersed therefrom;
  - 2) The **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **Member**; or
  - 3) The injury, sickness, disease, death or destruction arises out of the furnishing by a **Member** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this part 3 applies only to injury to or destruction of property at such **Nuclear Facility**.

However, this Exclusion shall not apply to liability arising from the use of radioactive materials in instructional laboratories operated by the **Member** and/or research activities sponsored by the **Member** or California State University.

16-19. Pollution

For any loss, cost, or expense:

- A. Arising out of, or that would not have occurred in whole or in part but for, the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time, however, wherever or whenever occurring and by whomever caused or alleged to have been caused;



- B. Arising out of any **Claim**, suit, governmental direction or request, request, demand or order, whether by or on behalf of a governmental authority or not, that any **Covered Party** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollution or **Pollutants**:
- 1) At any premises owned, rented or occupied by the **Covered Party**;
  - 2) At or from any site or location used by or for the **Covered Party** or others for the handling, storage, dispersal, processing or treatment of **Waste**;
  - 3) Which are at any time transported, handled, stored, treated or disposed of; or processed as **Waste** by or for the **Covered Party** or any person or organization for whom the **Covered Party** may be legally responsible; or
  - 4) At or from any site or location on which the **Covered Party** or any contractors or subcontractors working directly or indirectly on the **Covered Party's** behalf are performing operations:
    - a) If the **Pollutants** are brought on or to the site or location in connection with such operation; or
    - b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **Pollutants**.

Subparagraph (A) and (B.1) do not apply to **Bodily Injury** ~~or~~ **Property Damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one, which becomes uncontrollable or breaks out from where it was intended to be.

Provided, however, that this exclusion does not apply to:

- A. Discharge, dispersal, release or escape directly caused by hostile fire, explosion, lightning, windstorm, vandalism or malicious mischief; or
- B. ~~Personal Injury~~ **Bodily Injury** or **Property Damage** which is within the **Product Hazard** of the **Completed Operations Hazard**; or
- C. Loss or Damage caused by the collision, upset or overturn of any **Automobile**; or
- D. A discharge, dispersal, release or escape of **Pollutants** that meets all of the following conditions:
  - 1) It was accidental and was neither expected nor intended by the **Covered Party**.
  - 2) It was instantaneous and was demonstrable as having commenced at a specific time and date during the term of this coverage.
  - 3) Its commencement became known to the Risk Manager or Executive Director of the **Covered Party** within ten (10) calendar days.
  - 4) Its commencement was reported in writing within forty (40) calendar days of becoming known to the Risk Manager or Executive Director of the **Covered Party**.



- 5) Reasonable effort was expended by the **Covered Party** to terminate the situation as soon as conditions permitted.

Nothing contained in this exclusion shall operate to provide any coverage with respect to:

- A. Any site or location used by others on the **Covered Party's** behalf, principally for the handling, storage, disposal, dumping, processing or treatment of **Waste** material.
- B. Any fines, penalties or exemplary **Damages**.
- C. Any clean-up costs ordered by the Superfund program, or any federal, state or local governmental authority. However, this specific exclusion (3) shall not serve to deny coverage for third party clean-up costs otherwise covered by this endorsement simply because of the involvement of a governmental authority;
- D. Acid rain;
- E. Clean up, removal, containment, treatment, detoxification or neutralization of **Pollutants** situated on premises the **Member** currently owns, rents or occupies or owned, rented or occupied at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or
- F. Water pollution caused by oil or by its derivatives.

17-20. Property Damage

For the cost to modify any building or property in order to make said building or property more accessible or accommodating to any disabled or incapacitated person.

Arising from **Property Damage** to:

- A. Property owned by a **Covered Party**; or
- B. Property rented or leased to a **Covered Party** where the **Covered Party** had assumed liability for damage to or destruction of such property, unless the **Covered Party** would have been liable in the absence of such assumption of liability or contractual liability

18-21. Watercraft

Arising out of the ownership, maintenance, operation, use, entrustment to others, loading or unloading of any watercraft owned or operated by or rented or loaned by any **Covered Party**, but this exclusion does not apply to:

- A. Watercraft while ashore on premises owned or rented by **Covered Party**;
- B. Watercraft less than fifty-one (51) feet in length at the waterline.
- C. Watercraft with no self-propulsion capabilities, regardless of length.
- D. Rowing or sculling shells regardless of length.

19-22. Under Errors and Omissions Liability:

- A. Based on **Covered Party's** obtaining of financial gain to which the **Covered Party** was not legally entitled.



B. Arising out of the willful violation of a penal code or ordinance committed by or with knowledge of consent of any **Covered Party**; except that any act pertaining to any one **Covered Party** shall not be imputed to any other **Covered Party** for the purpose of determining the application of this exclusion.

C. Refund or restitution of taxes, fees, or assessments.

20-23. Under Media Wrongful Acts:

A. Based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any actual or alleged infringement, contributing to the infringement, or inducing the infringement of any patent.

B. Actual or alleged violation of any federal, state or local statute, law or regulation regarding the dissemination of unsolicited communications, including but not limited to unsolicited telephone calls, facsimiles and electronic mail; or

C. Liability of any **Member** arising in whole or in part, out of any **Covered Party** obtaining remuneration or financial gain to which the **Covered Party** was not legally entitled;

D. Liability arising out of the willful violation of a penal statute, code or ordinance committed by or with the knowledge or consent of any **Member**; except that any act for which a **Covered Party** is responsible shall not be imputed to any other **Covered Party** for purposes of this subpart 3.

~~A. Refund or restitution of taxes, fees, or assessments.~~

~~D.E.~~ Arising out of oral or written publication of material, if done by or at the direction by you with knowledge of its falsity.

This exclusion does not apply to liability arising from the managerial, advisory, supervisory, or controlling obligations of any **Covered Party** over the action of another **Covered Party**;

SECTION VII – CONDITIONS

1. Action Against CSURMA - No action shall lie against CSURMA unless, as a condition precedent thereto, the **Covered Party** shall have fully complied with all the terms of this Memorandum nor until the amount of the **Covered Party's** obligation to pay shall have been finally determined whether by judgment against the **Covered Party** after actual trial or by written agreement of the **Covered Party**, the claimant and CSURMA. Said judgment shall not be deemed final, if an appeal be prosecuted therefrom, until the suit shall have been finally determined on appeal. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this document to the extent of the coverage afforded by this document. Nothing contained in this document shall give any person or organization any right to join CSURMA as a co-defendant in any action against the **Covered Party** to determine such **Covered Party's** liability. Under no circumstances shall CSURMA be liable for consequential damages, "bad faith" damages, or any sums beyond the amounts due under Section I - Coverages, plus interest at the same rate as the CSURMA earned on investments for the time period involved.

2. Arbitration:



- A. In the event that a question or dispute arises between CSURMA and a **Covered Party** concerning the applicability of the coverage provided by this document to an **Occurrence** or **Wrongful Act** or **Claim** against the **Covered Party**, either the **Covered Party** or CSURMA may make a written request for arbitration. Where such a request is made, arbitration shall be a condition precedent to the filing of any civil action concerning, or in any way arising out of, such question or dispute.
  - B. If a **Covered Party** and CSURMA fail to agree upon an arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, either may request selection by a judge of a court having jurisdiction. Each party will bear the expense it incurs, and the two parties will bear the expense of the third arbitrator equally. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will constitute a determination of the matter in question or dispute.
  - C. Except as otherwise provided above, arbitration hereunder shall be conducted as provided in Title 9 of the California Code of Civil Procedure (Code of Civil Procedure Section 1280, *et seq.*).
3. Assignment: No assignment of interest under this Memorandum shall bind CSURMA without its written consent and endorsed hereon.
  4. Cancellation and Termination:  
Coverage provided under this Memorandum may be terminated at any time in accordance with the terms set forth in the CSURMA Joint Powers Agreement, the Bylaws and the Policies and Procedures.
  5. Changes to the Memorandum: This Memorandum may not be amended or changed in any respect, nor shall any provision of this Memorandum be deemed to have been waived by CSURMA, unless and until a written endorsement which expressly amends this Memorandum or waives a provision thereof has been duly issued by CSURMA and made a part of this Memorandum, unless the CSURMA Policies and Procedures regarding claims reporting and claims administration and litigation management have been amended by CSURMA.
  6. Claims Settlement: As stated in the CSURMA Policy and Procedures regarding Claims Reporting and Claims Administration and Litigation Management.
  7. Contribution Payment: The annual contribution payment shall be due and payable upon inception of coverage and each renewal thereafter. The amount of the annual contribution will be computed in accordance with CSURMA's rules and rates. CSURMA shall not be required to perform any obligations under this Memorandum if contributions are not paid.
  8. Duties in the Event of Occurrence, Wrongful Act, Claim or Suit: The following provisions and the provisions of the CSURMA Memorandum and Policy and Procedure on Claims Reporting and Claims Administration and Litigation Management are conditions precedent to coverage under this Memorandum. The **Covered Party's** failure to comply with any of these provisions will be cause for a reduction in or denial of coverage by CSURMA.
    - A. In the event of any **Occurrence** or an offense which may result in a claim, suit or proceeding against a **Covered Party**, written notice (includes e-mail correspondence, fax transmissions and original hard copy notifications) shall be given by the **Member** to CSURMA as soon as practicable.



- B. When the **Member** submits the first claim report, the following information shall be included, if available and applicable:
- 1) How, when and where the **Occurrence** or offense took place;
  - 2) The names and addresses of any injured persons and witnesses;
  - 3) The nature and location of any injury or damage arising out of the **Occurrence** or offense;
  - 4) Incident reports;
  - 5) Investigation reports;
  - 6) Police reports;
  - 7) Claim notices and **Member** and any other involved **Covered Party** response(s);
  - 8) Medical reports; and
  - 9) Other information helpful to CSURMA.
- C. The **Member** and any other involved **Covered Party** shall provide immediate notice of any Pleadings, Summons, Complaints and any other legal papers received by the **Member** or other involved **Covered Party** to the CSURMA Claims Administrator and authorize CSURMA to obtain records and other information;
- D. The **Member** and any other involved **Covered Party** will cooperate with CSURMA in the investigation or settlement of the claim, suit or proceeding or defense against and assist CSURMA, in the enforcement of any right against any person or organization which may be liable to the **Member** because of injury or damage to which this coverage may also apply.

9. Inspection and Audit: CSURMA shall have the right, but not the obligation, to inspect the **Member's** property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf or benefit of the **Member** or others, to determine or warrant that such property or operations are safe or healthy.

The **Member** shall maintain records of such information as is necessary for premium computation, and shall send copies of such record to CSURMA at the end of the **Coverage Period** and at such times during the **Coverage Period** as we may direct. CSURMA may examine and audit **Member's** books and records as they relate to this Memorandum at any time during the **Coverage Period** and extensions thereof and within three (3) years after the final termination of this Policy.

10. No Voluntary Payments: Except as stated below, no **Member** will, except at that **Member's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the consent of CSURMA.

With respect to **Employment Practices Liability**, as stated in CSURMA Policy and Procedure on Claims Reporting, in no event shall any payments be made by CSURMA for any costs incurred to



defend a covered **Claim** more than thirty (30) days prior to written notification of an **Occurrence**, offense, **Claim** or suit to CSURMA.

Moreover, no settlement of any **Claim** shall be paid by CSURMA without prior written authorization of CSURMA.

As requested, CSURMA shall be entitled to complete access to the **Member's** claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The **Member** shall be responsible to report on the progress of the litigation and any significant developments at least quarterly to CSURMA, and to provide CSURMA with simultaneous copies of all correspondence provided to the covered party by its defense attorneys and/or agents.

11. Other Coverage: It being recognized that similar coverage contracts contain Other Insurance Clauses, it is therefore intended, understood and agreed that:
  - A. Notwithstanding the terms and conditions of any Other Insurance Clause of Clauses in any policy or policies where other coverage is available to the **Covered Party** (whether such policy is issued to the **Covered Party** or extends to it as employer, employee or agent in any other capacity), the coverage afforded hereunder is intended to be, and shall be, excess coverage; and under no circumstances shall the coverage afforded hereunder be considered pro-rata, concurring or co-existent.
  - B. If any other coverage is available to the **Covered Party**, whether such coverage is called excess over, or pro-rata with other valid and collectible insurance or not, the coverage afforded hereunder shall not apply until such other coverage has been exhausted, provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this document.
12. Separation of Covered Parties: Except with respect to the Section III – Limitations Upon CSURMA's Liability, and any rights or duties specifically assigned to this Memorandum, this coverage applies:
  - A. As if each **Covered Party** were the only **Covered Party**; and
  - B. Separately to each **Covered Party** against whom the **Claim** is made or suit is brought.
13. Statutory Provisions: Terms of the Memorandum which are in conflict with the statutes of the State of California are amended to conform to such statutes.
14. Subrogation/Transfer of Rights of Recovery Against Others to CSURMA: CSURMA shall be subrogated to the extent of any payment hereunder, to all of **Member's** rights of recovery and **Member** shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. **Member** may elect to waive their rights to subrogation prior to a loss. To the extent that **Member** elects to waive such rights, CSURMA shall have no right of subrogation. Any amount recovered shall be apportioned as follows:

Any interest, including yours, having paid an amount in excess of **Member's Deductible(s)** plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. CSURMA shall be reimbursed next, to the extent of actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Member. The expense of all such recovery proceedings



shall be apportioned in the ratio of the respective recoveries. If there is no recovery in proceedings conducted solely by **Member**, then **Member** shall bear the expenses thereof.

**CLARIFICATION OF LIABILITY DEDUCTIBLE FOR SELF-SUPPORT UNITS**

**ISSUE:** The minimum deductible for campuses has been increased from \$35,000 to \$50,000. We are asking to confirm staff's understanding that the deductible for the Self-Support Units should also be increased to \$50,000 from \$35,000, regardless of the deductible selected by the campus. Self-Support Units consist of DRF Facilities, Continuing Education Operations, and Student Health Facilities.

**RECOMMENDATION:** The Executive Committee is asked to approve increasing the deductible for Self-Support Units to \$50,000.

**FISCAL IMPACT:** Increasing the deductible for the Self-Support Units to \$50,000 reduces the overall claims cost.

**BACKGROUND:** None.

**PUBLICATION:** The revised declarations page of the Memorandums of Coverage will be delivered to the members following renewal of the programs.

**ATTACHMENT(S):**

- a. DRAFT Campus Liability MOC Declarations Page(s)



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY  
MEMORANDUM OF LIABILITY COVERAGE**

***DECLARATIONS***

**Item 1: Named Covered Party:**

- California State University Risk Management Authority (CSURMA)
- The State of California as respects the Trustees of the California State University
- The California State University (CSU)
- All campuses of the CSU as listed in Item 4

**Item 2: Coverage Period:**

July 1, 2020 to July 1, 2021 at 12:01AM

**Item 3: Limits of Liability:**

\$5,000,000	Ultimate Net Loss - Each Occurrence or Wrongful Act
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**Sublimits of Liability (*provided by Campus Liability Risk Pool*):**

\$5,000,000	Medical Malpractice ( <i>for Medical Doctors and the Student Health Centers</i> )
\$1,000,000	Funds, Grants or Appropriations ( <i>defense only</i> )
\$1,000,000	Land Use ( <i>defense only</i> )
\$1,000,000	Nuclear Materials ( <i>limited coverage</i> )
\$5,000,000	Automobile Liability ( <i>excess</i> ) – non-salaried drivers only; e.g., student volunteers

**Item 4: Member Deductibles (Ultimate Net Loss - Each Occurrence or Wrongful Act):**

\$tbd	The State of California as respects the Trustees of the California State University
\$tbd	California State University Risk Management Authority (CSURMA)
\$tbd	California State University, Bakersfield
\$tbd	California State University, Channel Islands
\$tbd	California State University, Chico
\$tbd	California State University, Dominguez Hills
\$tbd	California State University, East Bay
\$tbd	California State University, Fresno
\$tbd	California State University, Fullerton
\$tbd	Humboldt State University
\$tbd	California State University, Long Beach
\$tbd	California State University, Los Angeles
\$tbd	California State University Maritime Academy



\$tbd	California State University, Monterey Bay
\$tbd	California State University, Northridge
\$tbd	California State Polytechnic University, Pomona
\$tbd	California State University, Sacramento
\$tbd	California State University, San Bernardino
\$tbd	San Diego State University
\$tbd	San Francisco State University
\$tbd	San Jose State University
\$tbd	California Polytechnic State University, San Luis Obispo
\$tbd	California State University, San Marcos
\$tbd	Sonoma State University
\$tbd	California State University, Stanislaus
\$tbd	California State University, Chancellor's Office

Exception: A deductible of \$50,000 will apply to all Self-Support Units (DRF Facilities, Continuing Education Operations, and Student Health Facilities) irrespective of the deductible selected by the Campus.

**Item 5: Liability Claims Administrator:**

The California State University  
 Office of Systemwide Risk Management  
 Attn: Director of Systemwide Risk Management  
 562-951-4568 – Direct  
 562-951-4859 – Fax  
[zgifford@calstate.edu](mailto:zgifford@calstate.edu) – email

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Authorized Signature

## **RETURN TO WORK INTERACTIVE PROCESS TRAINING**

**ISSUE:** The FY 19/20 CSURMA Budget includes \$30,000 for the CSU / UC Workers' Compensation Summit. As the Summit will not take place in FY 19/20, Staff would like to reallocate these funds to the Return to Work (RTW) Interactive Process Training endeavor. The training will be presented by a subject matter expert and OGC (both individuals are "to be determined" at this point) and produced by CSU Professional Development within the CSU Studio.

**RECOMMENDATION:** Staff recommends approving the reallocation of the \$30,000 within the FY 19/20 CSURMA Budget from the CSU / UC Workers' Compensation Summit to the RTW Interactive Process Training.

**FISCAL IMPACT:** To be determined, but the estimate is between \$2,000 and \$4,000.

**BACKGROUND:** None.

**PUBLICATION:** Staff will work with Systemwide Risk Management to publicize the training as appropriate.

**ATTACHMENT(S):** None.

**CSU AFFINITY GROUPS BIENNIAL MINI-CONFERENCE AND/OR  
WORKSHOPS**

**ISSUE:** The Committee will be asked to approve funding for training sessions, workshops or conferences hosted by the CSU Affinity Groups, to be held every-other-year. The Fitting the Pieces Together Conference will be rescheduled from once every 18 months to every-other-year.

**RECOMMENDATION:** Staff recommends that the Committee consider including \$10,000 in the FY 20/21 budget to fund four CSU Affinity Group hosted training sessions. CSURMA would fund the location rental/use fee, food and speakers and possibly some travel costs.

**FISCAL IMPACT:** \$80,000 is included in the FY 19/20 CSURMA budget for the FTPT Conference. Staff recommends adding \$10,000 to the FY 20/21 CSURMA Budget for the CSU Affinity Group hosted training sessions.

**BACKGROUND:** Staff will be on hand at the meeting to answer questions and provide additional information.

**PUBLICATION:** None at this time; however, Staff will work with Systemwide Risk Management to circulate training information as it becomes available.

**ATTACHMENT(S):** None.

**RISK MANAGEMENT INNOVATION GRANT APPLICATIONS**  
**RISK SAFETY SOLUTIONS**  
**AND**  
**BEHAVIOR BASED INCENTIVE PROGRAM**

**ISSUE:** CSURMA offers funding for safety projects that serve to support risk management throughout the CSU system. Grant applications are submitted through the WERCS affinity groups. The application a collaborative initiative involving Risk Management and EH&S Affinity Groups.

1. Risk Safety Solutions: This is a project funding request to add three (3) inspection checklists that may include Theatre & Performance Arts, Instructional Shops / Art Studios, Fire Like Safety, Food Safety & Sanitation, Facilities & Industrial Shops, etc. The usage will be available systemwide and the checklists will be chosen independently by each campus based on their need and direction.
2. Behavior Based Incentive Program: SDSU is proposing a behavior based safety incentive program for Facilities Services employees requires funding specifically for the tracking system and incentives. The name of the program will be developed in collaboration with Facilities Services. The funding requested is for design and purchase of the progress boards, the quarterly incentives, the grand finale incentives for all the shops meeting the goals. Because this is a new program it is expected to involve incremental behavioral change.

**RECOMMENDATION:** The Executive Committee is asked to review the grant requests and take action as is deemed appropriate.

**FISCAL IMPACT:** Proposed cost of the Risk Safety Solutions is \$15,000, and the proposed cost of the Behavior Based Incentive Program is \$100,000. \$150,000 has been budgeted for FY 2019/20 for grant awards.

**BACKGROUND:** In 2017 the Executive Committee approved changes to the Risk Management Innovation Grant program to revise the focus from Campus safety projects to Systemwide safety projects. Grant applications are submitted by WERCS affinity groups. A budget of \$150,000 was approved for FY 2019/20 grant awards.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. WC/EH&S Grant Application (8/26/19) – Risk Safety Solutions
- b. WC/EH&S Grant Application (9/3/19) – Behavior Based Incentive Program
- c. Policy and Procedure No. 21 – Risk Management Innovation Grants



## WERCS Affinity Groups Project Application

*Workers' Compensation, Emergency Management, Risk Management,  
Environmental Health & Safety, Business Continuity*

<b>Affinity Group: EHS and Risk Management</b>		<b>Date:</b> 8/23/19
<b>Contact:</b> Nidavone Niravanh	<b>Phone:</b> 323-343-3527	<b>Email:</b> nnirava@calstatela.edu
<p>The project-funding request is to add three (3) additional Risk Safety Solutions Inspection checklists for CSU System wide usage. The three (3) additional inspection checklist areas may include: Theatre &amp; Performance Arts, Instructional Shops/ Arts Studios, Fire Life Safety, Food Safety &amp; Sanitation, Facilities &amp; Industrial Shops, etc. Campuses will be able to choose the 3 checklists (that currently exist in the RSS library) that they need per their risk assessment. The total funding will cover all campuses for their independently chosen three (3) checklists. These templates will be editable by each campus per their needs and discretion.</p> <p>Principal Vendor/Supplier: University of California Product/Service Trade Name: Risk Safety Solutions</p>		
Planned Date of Purchase: <b>October 2019</b> Anticipated Project Completion: <b>January 2020</b>	Amount Requested: <b>\$15,000 (NOT TO EXCEED)</b> Please attach vendor/supplier's cost estimate. <b>Verbal quote only at this time for \$5,000 per checklist.</b>	
<b>This is a (check all that apply):</b>		
<input type="checkbox"/> Service	<input checked="" type="checkbox"/> X - Software	<input type="checkbox"/> Equipment
<input type="checkbox"/> Training	<input type="checkbox"/> Safety Program Development	<input type="checkbox"/> Safety Program Management
<input type="checkbox"/> Safety Consulting	<input type="checkbox"/> Other (please describe):	
<b>Please describe how this will improve or enhance risk control efforts:</b>		
<ol style="list-style-type: none"> <li>1. The inspection checklists are vital to CSU system wide initiatives to mitigate potential life and safety risks and potential claims by providing a comprehensive and uniform basis for inspections in these high risk exposure areas.</li> <li>2. The inspection checklists would support system wide efforts to ensure compliance with local, state and federal statutes. By purchasing as a whole, then every size of campus/budget would receive the tools necessary for all.</li> <li>3. The inspection checklists would provide improve efficiency, technology integration, and enhance data collection storage due to CSU pre-existing usage and familiarity of Risk Safety Solutions.</li> <li>4. Using RSS inspection checklists beyond lab settings will increase safety in areas including and extending beyond student classrooms to increase employee safety (art studios, theatre scene shops, gardens, building emergency coordinators/fire life safety, facilities shops, etc.)</li> </ol>		
<b>Signature (Chair, Affinity Group):</b>		<b>Date:</b> 8-26-19
<b>Please submit your completed application to:</b> Tevea Him at <a href="mailto:thim@alliant.com">thim@alliant.com</a> or fax to <b>415-874-4810</b>		
<ol style="list-style-type: none"> <li>1. CSURMA project funding dollars are available to all WERCS affinity groups for safety, risk control, and employee health &amp; wellness projects having systemwide application.</li> <li>2. <b>This program is intended to enhance existing risk control efforts.</b> Equipment, trainings, personal protective equipment, etc. that employers are <u>required</u> by law or regulation to provide are <u>not eligible</u>.</li> <li>3. CSURMA pays up to 100% of project costs, subject to the amount available for this program.</li> <li>4. Applications must be approved by the CSURMA Executive Committee prior to affinity groups incurring costs for the proposed project.</li> </ol>		



## WERCS Affinity Groups Project Application

*Workers' Compensation, Emergency Management, Risk Management,  
Environmental Health & Safety, Business Continuity*

<b>Affinity Group: Environmental Health and Safety and Worker's Comp</b>		<b>Date: 9/3/2019</b>
<b>Contact:</b> Gillian Marks, Senior Director EHS	<b>Phone:</b> (619) 594-2853	<b>Email:</b> gmarks@sdsu.edu
<p><b>Project Funding requested for (please describe):</b> A critically needed behavior based safety incentive program for Facilities Services employees requires funding specifically for the tracking system and incentives. The name of the program will be developed in collaboration with Facilities Services.</p> <p>The program is designed to provide Facilities Services shops and trade-specific personnel an opportunity to engage in safety practices that award each shop points towards safety goals and incentives. Points earned count towards a quarterly incentive and a grand finale reward for all the shops and trades that achieve a minimum threshold number of points. Each shop will have the opportunity to earn points by, for example, completing monthly shop self inspections, participating in a stretching program (EHS is collaborating with Exercise and Nutritional Sciences to develop a stretching program), doing Safety Tailgate Training, and completing a safety task determined by the Supervisor that is unique for the month.</p> <p>All criteria for earning points will be pre-determined for each task and shops will be informed about the requirements for earning points. In addition, meetings will be held with supervisors and leads to ensure that the program is understood before it is rolled out. A progress board will be designed specifically for SDSU which can later be adopted system-wide with campus logos for each of the 22 other campuses. The boards will be located in each shop so employees can see how their own and other shops are progressing towards improved safety.</p> <p>The funding requested is for design and purchase of the progress boards, the quarterly incentives, the grand finale incentives for all the shops meeting the goals. Because this is a new program it is expected to involve incremental behavioral change. The project is expected to be introduced in November, 2019 with an anticipated start date of January 2, 2020. The program will be described and a guideline document provided to Facilities Services for roll out to all crafts and trades between November, 2019 and January, 2020. The timeframe for the initial program is therefore November, 2019 through three successive quarters ending in September, 2020.</p> <p><b>Principal Vendor/Supplier:</b> Gorilla Marketing and/or Campus Stop for approved logo items. (See attachments for product list and catalog items).</p> <p><b>Product/Service Trade Name:</b> Not applicable.</p>		
<b>Planned Date of Purchase:</b> 11/ 1/ 2019	<b>Amount Requested: \$100,000</b>	
<b>Anticipated Project Completion:</b> 9/1/2020	Please attach vendor/supplier's cost estimate. <ol style="list-style-type: none"> <li>1. Bulletin Boards and Magnets \$2,500</li> <li>2. Incentive rewards for three quarters for 300 persons at \$55/person = \$66,000 + \$1,200 S+H</li> <li>3. Finale incentive for all units achieving their goals \$20,000</li> <li>4. Finale rental costs for outdoor presentations \$15,000</li> </ol>	
<b>This is a (check all that apply):</b>		
<input type="checkbox"/> <b>Service</b>	<input type="checkbox"/> <b>Software</b>	<input type="checkbox"/> <b>Equipment</b>
<input type="checkbox"/> <b>Training</b>	<input checked="" type="checkbox"/> <b>Safety Program Development</b>	<input checked="" type="checkbox"/> <b>Safety Program Management</b>

Safety Consulting

Other (please describe):

Please describe how this will improve or enhance risk control efforts:

The two affinity groups collaborating on the proposed project are 1) Environmental Health & safety and 2) Workers' Compensation. This critical program has been used in numerous other academic institutions, yet does not currently exist at the CSU campuses. The essential design is dedicated to improving and enhancing risk control efforts amongst all staff initially at SDSU, and then system-wide.

The goals of this program include decreasing the number, severity, and cost of Workers' Comp claims resulting in less lost work days; maintenance of safe shop/trade-specific areas and working environments; and an increase in employee commitment to safety as part of their craft or trade team. Overall safety is expected to improve when regular monthly work related self-inspections are performed targeting specific areas (e.g., general shop area, ladders, equipment). By eliminating hazards as soon as they are identified and corrected this will reduce likely injuries thereby reducing lost work days and limiting Workers' Compensation claims. Using the entire CSU population in Units 5 and 6, the most recent data for strains and sprains indicate a total incurred Workers' Compensation cost to all campuses of more than \$6 million. The proposed program is aimed at reducing injuries (frequency and severity) and the associated costs exemplified in the table below.

Nature/Result	Count	Cost
Strain	354	\$4,234,105.40
Sprain	120	\$2,035,203.54
<b>Grand Total</b>	<b>474</b>	<b>\$6,269,308.94</b>

Examples of the type of activities staff will be asked to participate in include stretching before beginning the work shift to prepare employees for work tasks. Increasing the ability to work comfortably while at the same time reducing the likelihood of sprains and strains this directly targets the type of injuries that typically lead to the highest Workers' Compensation claims at SDSU. Incentivizing attendance at required Safety Tailgate Training is expected to improve awareness and provide more accessible information to more employees.

It is noted that at SDSU between July 2017-June 2019 strain injury was reported to be at the highest rate and sprain and strain injuries incurred the highest Workers' Compensation expenditures. Data supporting this is provided in attached Charts 1-3 depicting costs, injury type, and Workers' Compensation costs by injured body part.

Data for the top 5 "sources" or causes of incidents for the entire CSU systems in FY 2018 and FY 2019 includes the categories Continuous Trauma (this includes ergonomic and repetitive strain injuries) and Lifting. In FY 2018 and FY 2019 Continuous Trauma incurred the second highest Workers' Compensation expenditures after Slip and Fall. In FY 2018 the combined total for Continuous Trauma and Lifting exceeded Slip and Fall. In FY 2019 this combined total is a close second to Slip and Fall. Data supporting this is provided in attached Charts 4 and 5.

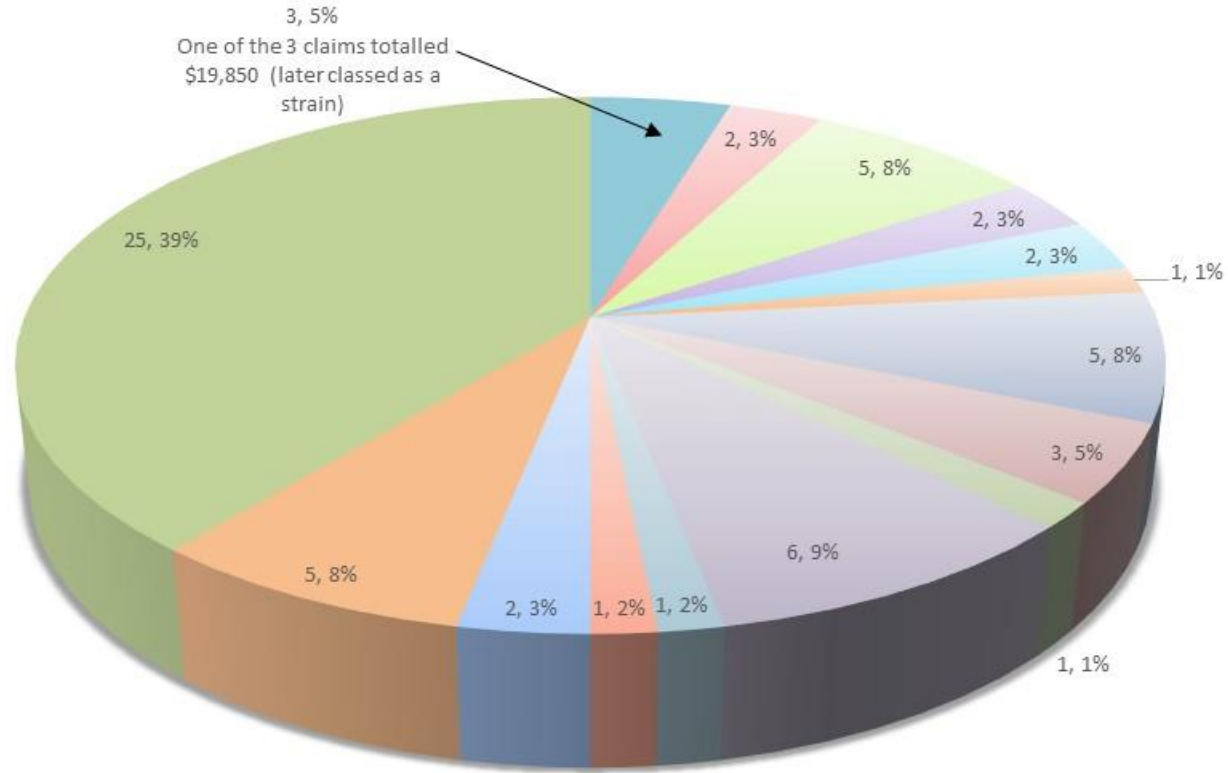
A behavior based training program will help to encourage employee participation in stretching exercises aimed at reducing the incidence and severity of Lifting and Continuous Trauma. Safety information provided at Tailgate Training, and work site inspections are expected to provide employee awareness resulting in a reduction in sprains and strains resulting from Continuous Trauma and Lifting accident sources. Through consistent and incentivized behavior modification we hope to see a reduction in injury rates within the first 9 months of program implementation. The program can be introduced system-wide with a goal of reducing the more than \$6 million in annual workers compensation costs.

**Signature** (*Chair, Affinity Group*): \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature** (*Chair, Affinity Group*): \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please submit your completed application to:**  
Tevea Him at [thim@alliant.com](mailto:thim@alliant.com) or fax to **415-874-4810**

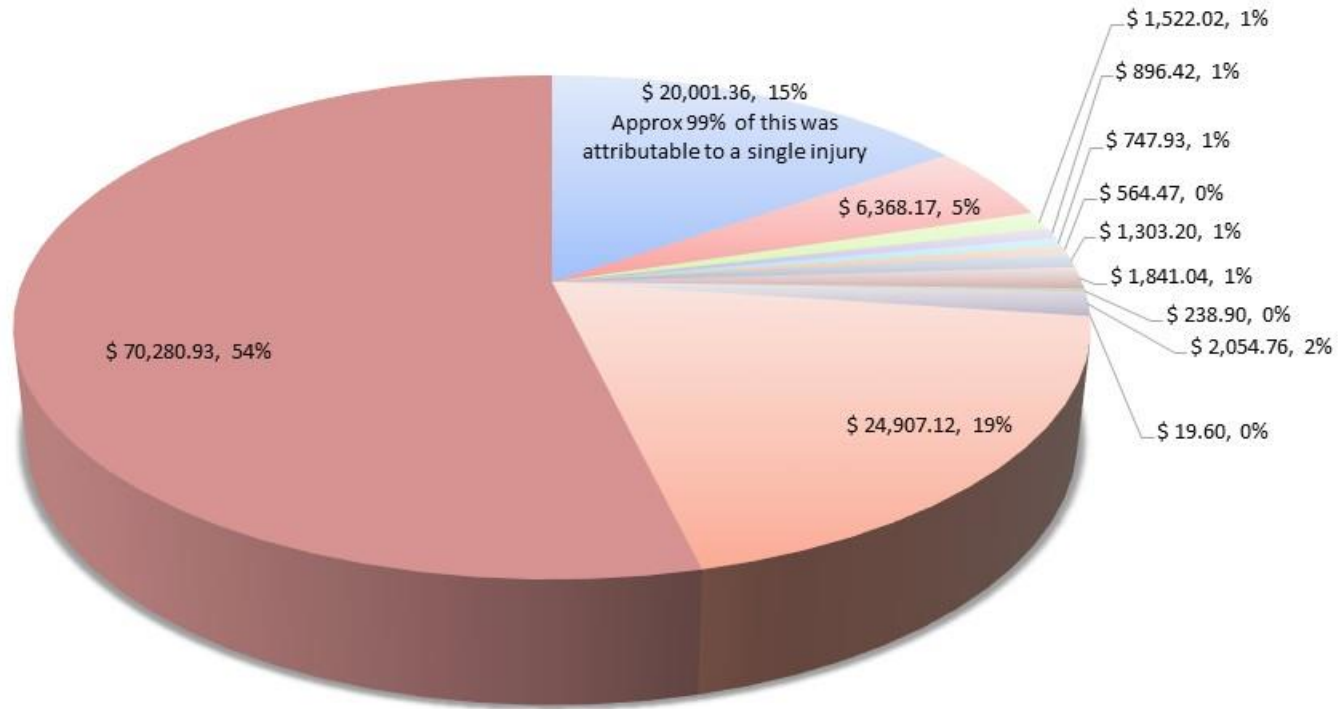
### Nature/Result of Incident/Claim July 2017 - June 2019



3, 5%  
 One of the 3 claims totalled \$19,850 (later classed as a strain)

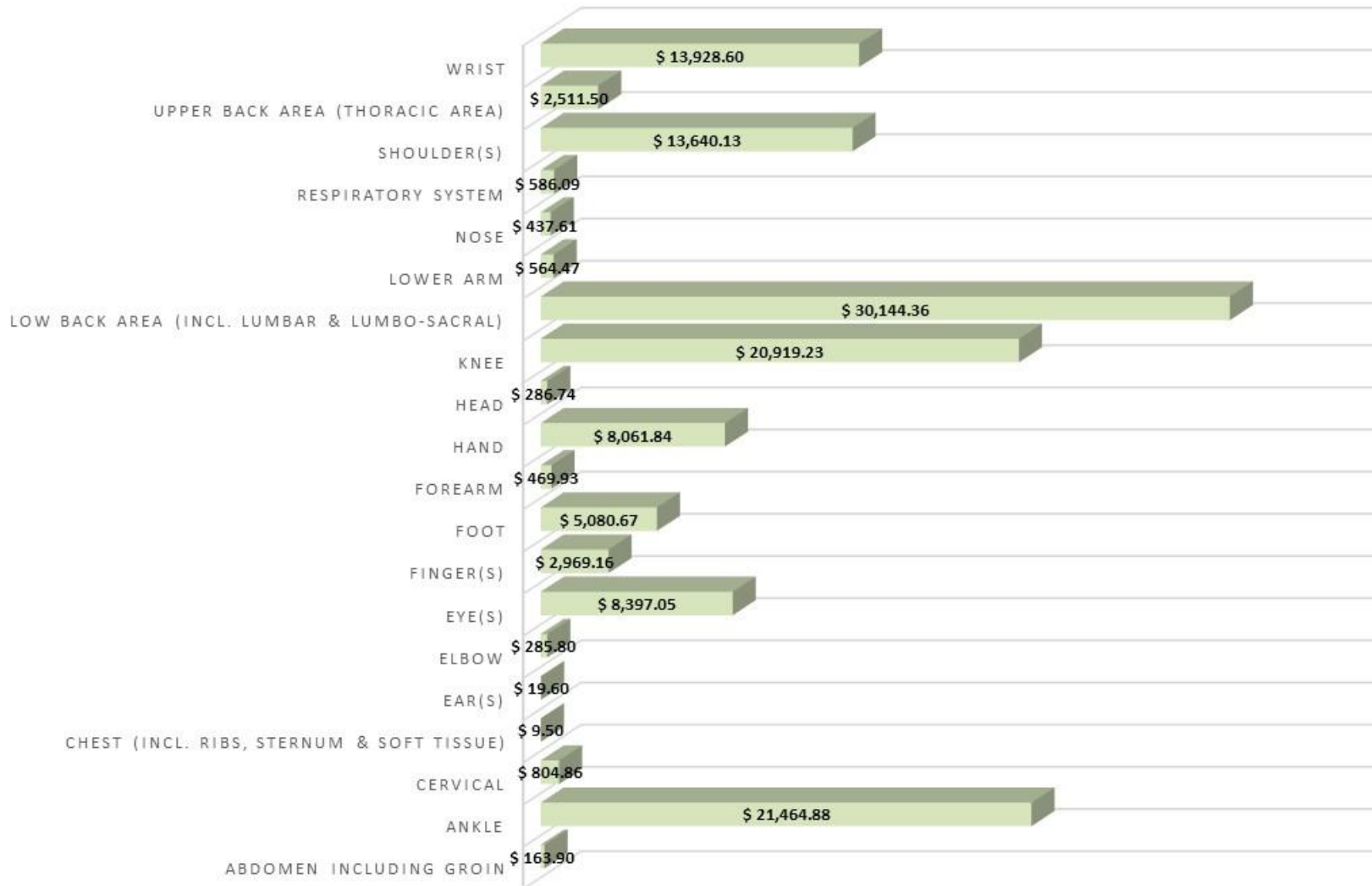
- All Other (Specific) Injuries, NOC
- Burn-Chemical
- Contusion (Bruise, Skin Surface)
- Crushing
- Dermatitis
- Electric Shock
- Foreign Body (Eye)
- Infection
- Inflammation
- Laceration
- Mental Stress
- Myocardial Infarction (Heart Attack)
- No Physical Injury
- Sprain
- Strain

Nature/Result of Incident/Claim July 2017 - June 2019

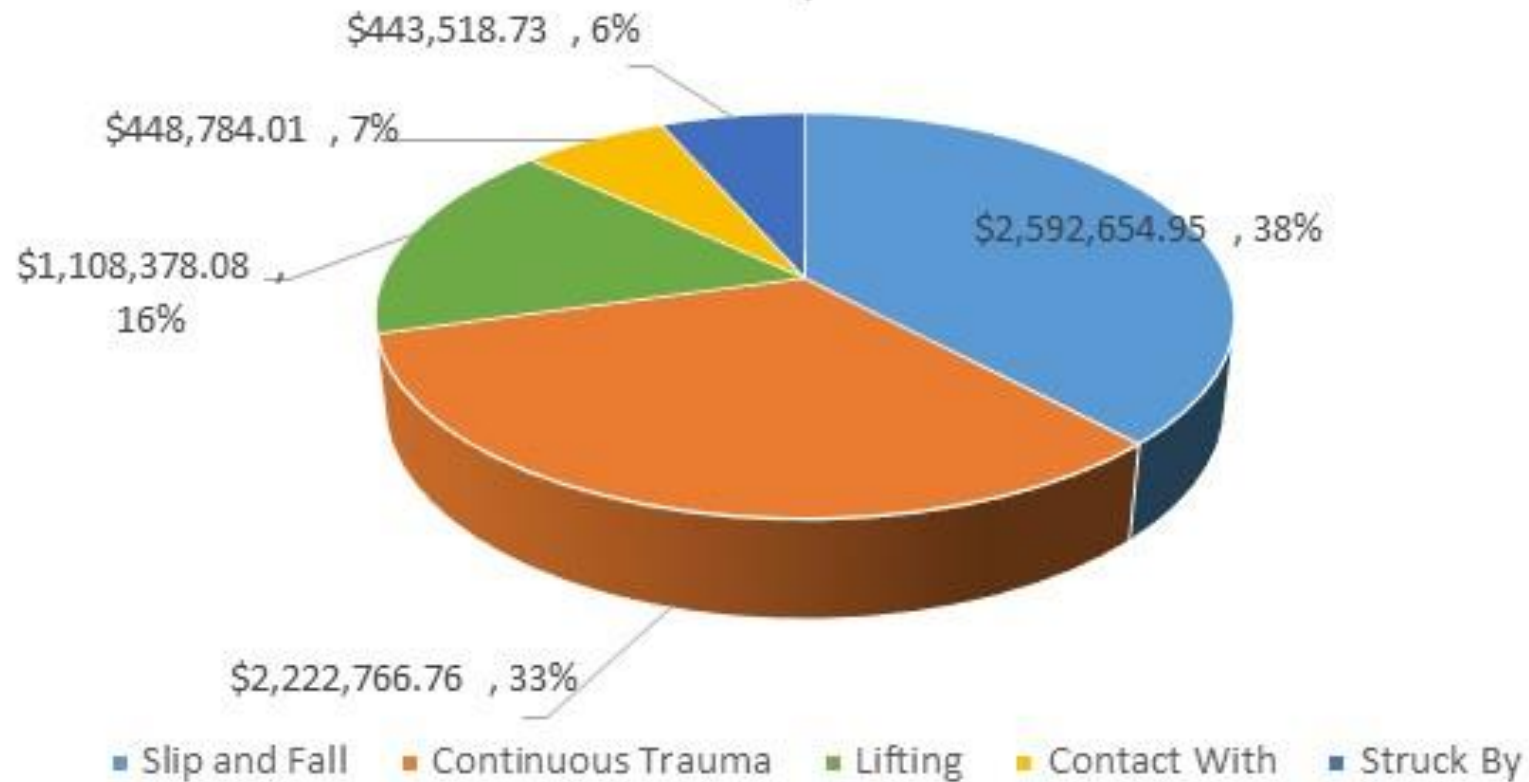


- All Other (Specific) Injuries, NOC
- Burn-Chemical
- Contusion (Bruise, Skin Surface)
- Crushing
- Dermatitis
- Electric Shock
- Foreign Body (Eye)
- Infection
- Inflammation
- Laceration
- No Physical Injury
- Sprain
- Strain

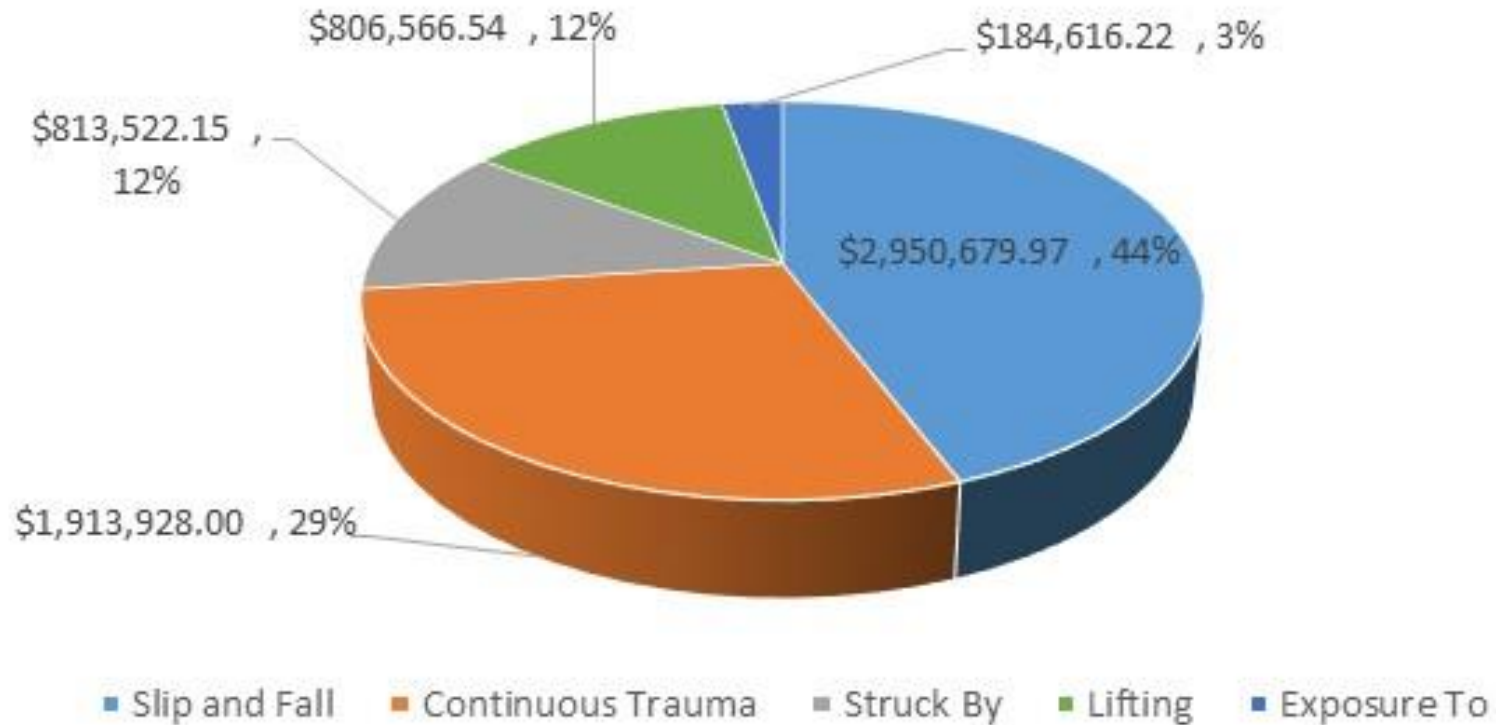
## COST PER BODY PART INJURED



# CSU FY 2018 WC Cost Incurred For Top 5 "Source" of Accident



# CSU FY 2019 WC Cost Incurred For Top 5 "Source" of Accident



<b>SDSU Environmental Health and Safety</b>			
Product	Product Code	Price	Quantity
Rainer Roll Top Backpack	9C	\$ 12.98	300
Perka Blake stainless steel water bottle	11A	\$ 10.69	240
Meal Prep Cooler Bag	18A	\$ 50.29	360
myCharge HubMini Portable Charger	28B	\$ 49.39	50
Guardian Key Tag Seek Set	32E	\$ 19.99	500
Luxury Plush Blanket	69B	\$ 15.32	289
Wenger Birtrate Pro Backpack	75A	\$ 50.00	250
Tonal Heathered Drawstring Backpack	99B	\$ 2.27	600
Swift Silicone Straw Bottle	79B	\$ 14.99	300
Kafe Tumbler	81F	\$ 5.49	480
Brookfield Picnic Blanket	82F	\$ 17.66	250
Optimum II Trunk Organizer	82B	\$ 11.28	250
Koozie Kamp Chair	83F	\$ 38.35	96
Port Authority Men's Collective Smooth Fleece Jacket	143B	\$ 36.35	144
Port Authority Ladies' Collective Smooth Fleece Jacket	142C	\$ 36.35	144
Core 365 Motivate Unlined Lightweight Jacket Men's	151D	\$ 21.80	144
Core 365 Motivate Unlined Lightweight Jacket Ladies'	151C	\$ 21.80	144
UltraClub Cool & Dry Mesh Pique Polo Men's	151A	\$ 13.62	144
UltraClub Cool & Dry Mesh Pique Polo Ladies'	151B	\$ 13.62	144
Core 365 Prevail Packable Puffer Vest Men's	151F	\$ 36.35	144
Core 365 Prevail Packable Puffer Vest Ladies'	151E	\$ 36.35	144
Team 365 Zone Performance Quarter Zip Men's	152F	\$ 16.35	144
Team 365 Zone Performance Quarter Zip Ladies'	152E	\$ 16.35	144



9A



9B



9C



9D



9E

**Gemline**  
On Trend | On Time | On Budget™

### Sebago Packable Hammock

9A

Enjoy comfort and relaxation wherever you go with this travel friendly hammock. Constructed of breathable quick drying nylon with triple stitched seams. Includes attachment straps with ten attachment points to find the perfect suspension and comfort. Conveniently packs and stores into its own pouch for easy transport. Maximum capacity of 400 lbs. Black/Seattle grey.

Hammock: 55"H x 102"W  
Pouch: 10"H x 6½"W x 3"D

Quantity	6	25	100
Pricing	\$63.75	54.75	45.98

### Heritage Supply™ Highline Convertible Duffel

9B

Easily converts from a duffel bag to a backpack using the padded carry straps. Features durable coated base and water-resistant coated zippers, large main compartment and zippered shoe tunnel. Black.

10"H x 21"W x 11"D

Quantity	12	25	100
Pricing	\$69.48	59.48	49.98

### Rainier Roll Top Backpack

9C

Roll in style with this backpack! The roll top opening and buckle closure provides easy access to the main compartment. Features interior slash pocket sized to fit up to a 15" laptop or 13" tablet, adjustable sport mesh shoulder straps and large front zippered pocket for additional storage. 22"H x 12¾"W x 4¾"D

Colors: Royal blue/granite heather grey, black/urban camo pattern

Quantity	25	50	300
Pricing	\$17.98	15.48	12.98

### Sintra Cork Porcelain Tumbler

9D

Mixed porcelain and cork materials make for an on-trend tumbler. Push open and close lid is ideal for transporting your drink. One-piece natural gift box included. 9 oz. 6"H

Quantity	50	100	1000
Pricing	\$20.75	17.75	14.98

### Serenity Bamboo Glass Bottle

9E

Mixed glass and bamboo materials make for a stylish drink bottle and purer drinking experience. Features screw top lid with built-in, braided carry loop for on-the-go use, wide-mouth opening and canvas sleeve for protection. 18.5 oz. 9"H

Colors: Natural, black

Quantity	25	50	300
Pricing	\$20.75	17.75	14.98



Due to ongoing uncertainty in tariffs, prices shown are likely to fluctuate. / Set-up charges are not included in prices shown. Additional color imprint and location charges may apply.



11A

**Perka® Blake  
11A**

Featuring a double wall stainless steel construction and a stainless steel cap with silicone seal. This bottle is conveniently portable as it fits comfortably in the hand and in most car cup holders. 8 oz.

8 3/8" H

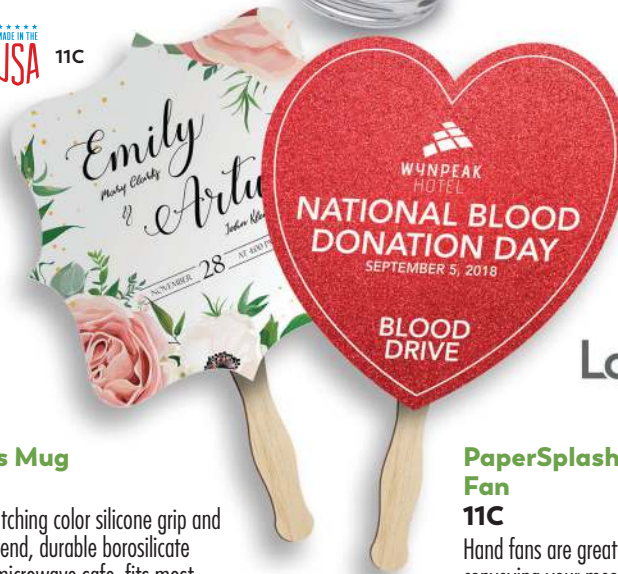
Colors: Aqua, black, white

Quantity	48	240	480
Pricing	\$11.49	10.69	9.99



11B

MADE IN THE USA  
11C



**Perka® Glass Mug  
11B**

Glass mug with matching color silicone grip and lid is made of high-end, durable borosilicate glass. This mug is microwave safe, fits most single serve coffee machines, is easy to clean and stylish to hold. BPA free. 12 oz.

5 1/4" H

Colors: Black, white, red, blue

Quantity	96	480	1008
Pricing	\$9.49	8.55	7.99

**PaperSplash<sup>SM</sup> Custom Hand Fan  
11C**

Hand fans are great for showing support, conveying your message or getting your brand name out for all to see. Create your custom hand fan within the 8" x 8" paper board on size 18 pt. coated paper. Comes with a 6" wooden handle. Double sided printing available for an additional charge. Made in the USA.

Quantity	100	300	400
Pricing	\$1.59	1.39	1.29

11D



Logomark

**Sedona Backpack with LED Light  
11D**

Functional and safe! This backpack features a built-in LED light strip with three different light settings (rapid blink, blink, steady light) to keep you safe at night. It also allows you to carry all your essentials in the large compartment with dedicated laptop pouch as well as multiple organizational pockets. Stylish leatherette trim. Black.

16 1/2" H x 11" W x 5 1/4" D

Quantity	25	100	500
Pricing	\$28.31	22.57	19.99



Due to ongoing uncertainty in tariffs, prices shown are likely to fluctuate. / Set-up charges are not included in prices shown. Additional color imprint and location charges may apply.

100

fresh ideas

Get your creative juices flowing!



18A



18C



Meal Prep Cooler Bag comes with all of these storage containers!



18B

Cumulus Inverse Close Light-Up Umbrella 18C

18D

Medical Tool Waist Bag 18D

Meal Prep Cooler Bag 18A

This all-in-one meal prep pack includes two small containers, two larger containers with pull out dividers, a spoon, a bottle, and a pill box; all of which fit neatly into the cooler bag. Just pack and go!

10¼"H x 16½"W x 16½"D  
Colors: Black/blue, gray/black

Quantity	66	180	360
Pricing	\$54.89	53.39	50.29

Perfect Prep 18B

This six piece gift set includes a small silicone basting brush, a small silicone spatula, a dish scrubber, a veggie peeler, and a cheese grater; all packaged neatly inside of an oven mitt. Perfect for anyone who loves to cook!

Mitt: 10¾"H x 6¼"W  
Colors: Black, blue, orange, red

Quantity	150
Pricing	\$8.99

This umbrella is uniquely designed to close with the inside out, keeping the wet surface away from you! It also features a LED flashlight at the tip of the handle which can either be solid white or continuously color changing. Self-standing for easy drying. Black exterior with colored interior. 48" arc.

Interior colors: Black, blue, green, red

Quantity	250	1000	2500
Pricing	\$22.79	20.89	18.99

Rectangular polyester medical tool waist pack features multiple pockets and two loops for attaching tools with carabiners. Double waist strap can be adjusted from 31" to 48" and has double buckle closure. Black.

7½"H x 14¾"W

Quantity	100	500	1000
Pricing	\$11.29	9.59	8.69





28A



28B



28C



28D



28E



**myCharge RazorMega Portable Charger 28A**

This 20,000 mAh portable external battery will charge most smartphones up to 10 times! With two USB ports, it is perfect for anyone looking to charge multiple devices. The high 2.4A output ensures a fast charge and safe-cell technology ensures the safest level of battery protection in the marketplace. Extend talking, texting and gaming with this premium high capacity charger. Black.  
6 3/4"H x 2 1/8"W x 7/8"D

Quantity	25	50	100
Pricing	\$69.99	69.69	69.39

**WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**myCharge HubMini Portable Charger 28B**

This 3300mAh portable charger comes with two integrated charging cables: one micro-USB cable and an Apple® Lightning™ cable. The ultra-compact HubMini is the perfect charging solution for powering two devices at once anytime, anywhere. Silver.  
3 1/2"H x 1 3/8"W x 1 3/16"D

Quantity	12	25	50
Pricing	\$49.99	49.69	49.39

**WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**ProCharge Qi Wireless Charging Pad 28C**

Rapidly charge Qi-enabled mobile devices by simply placing them on top of the pad. Adapter for iPhone® 5, 6 and 7 included. Charges through phone cases up to 8mm thick. Black.  
5/8"H x 3 1/2" Diameter

Quantity	25	50	100
Pricing	\$25.95	25.55	24.95

**JBL Go 2 Bluetooth® Portable Speaker 28D**

Making a splash with its new IPX7 waterproof design, this Bluetooth® speaker gives you the opportunity to wirelessly stream music pool side or at the beach for up to five hours. Enjoy crystal clear phone call experiences with the built-in noise-canceling speakerphone.  
2 1/8"H x 3 1/4"W x 1 3/8"D  
Colors: Red, black, grey, blue

Quantity	24
Pricing	\$42.88

**WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**iLuv Wireless Speaker with Amazon Alexa 28E**

This portable speaker comes fully Alexa operational and has 360° omnidirectional audio, giving you crisp sound. Simply click on the top of the speaker to interact with Alexa. It connects to your devices and network using Bluetooth®, enabling you to use it on the go. Black/silver.  
3 1/2"H x 2 1/2" Diameter

Quantity	25
Pricing	\$49.99



32A



32B



32C



Optional imprint on box

32D



32E

Tuck away the wireless two-way tracker and never lose your keys again.



Tuck away the wireless two-way tracker and never lose your credit cards or money again.

32F



### Qi Certified Light Up Wireless Charging Pad 32A

Charge Qi enabled devices wirelessly by placing your compatible device on top of the charging pad. Clear edge illuminates blue when phone is charging. Features a non-slip bottom and micro USB input and cord. Compatible with all Qi certified devices. 4" Diameter

Colors: Black, blue, white

Quantity	50	250	1000
Pricing	\$24.47	18.50	13.99

### Pebble Carabiner Power Bank 32B

Never lose power with this convenient Carabiner Power Bank featuring a USB output and micro USB input and cord. Charges most phones, MP3 players and more! Requires your phone's charging cord to charge your device. Present this as a gift with the optional full color gift box for an additional charge. UL listed. 4½"H x 2½"W

Colors: Black, blue, green, red

Quantity	50	250	1000
Pricing Without Box	\$29.19	22.07	16.69
With Box	\$31.98	24.18	18.29

### 2-in-1 Wireless Earbuds with Power Bank 32C

Simply pair your handheld device to enjoy dynamic stereo sound or receive hands-free calls. These earbuds feature high definition Bluetooth® 4.1 wireless technology and a built-in microphone. Store earbuds in the magnetic charging cradle. Includes protective plastic travel case. Up to 3 hours of playback time. UL Listed. Black. Case: 2¼"H x 3"W x 1¼"D

Quantity	10	50	250
Pricing	\$87.43	66.11	49.99

### Prime Time Leather Watch Band 32D

This leather watch band fits Apple Watch® Series 1, 2 and 3. Features a buckle closure and comes packaged in a sleek gift box. Optional imprint on gift box for an additional charge. 38mm or 42mm

Colors: Black, brown

Quantity	25	100	500
Pricing	\$34.97	26.44	19.99

### Guardian Key Tag Seek Set 32E

Never lose your keys again. Set includes leatherette key tag, a seek two-way tracker and split ring. Download the Seek app and pair to your handheld device. Compatible with iPhone®/iPad®/iPod® with iOS 7.1 or newer and Android 4.3 or newer. 2"H x 5½"W

Colors: Black, brown

Quantity	25	100	500
Pricing	\$34.97	26.44	19.99

### Guardian RFID Card Wallet Seek Set 32F

Set includes RFID card wallet and seek two-way tracker. Download the Seek app and pair to your handheld device and never lose your card wallet again with the one-touch find. Compatible with iPhone®/iPad®/iPod® with iOS 7.1 or newer and Android 4.3 or newer. 2½"H x 4"W

Colors: Black, brown

Quantity	25	100	500
Pricing	\$34.97	26.44	19.99





grey
cream
black
camel
cobalt blue
purple
burgundy

69A



red
cobalt blue
grey
vanilla
black
latte

69C



grey	black	navy
------	-------	------

69D



69B

midnight black	chocolate brown	orange
cobalt blue	magenta	turquoise blue
emerald green	pink	purple
latte	bright red	vanilla
lime green	sage	warm grey

**Flannel Plush Blanket 69A**

Soft, cozy and elegant flannel blanket. Comes tied with a high end decorative ribbon.

50"H x 60"W

Colors: Purple, burgundy, camel, black, grey, cobalt blue, cream

Quantity	72	289	576
Pricing	\$24.98	24.15	23.31

**Luxury Plush Blanket 69B**

This cozy plush blanket is made of 15.25 oz. fabric and features double needle folded edges. Comes packaged with a satin ribbon. 42"H x 60"W

Colors: Midnight black, purple, latte, lime green, orange, turquoise blue, magenta, vanilla, cobalt blue, emerald green, pink, chocolate brown, warm grey, sage, bright red

Quantity	72	289	576
Pricing	\$15.65	15.32	14.98

**Cable Knit Blanket 69C**

Cable knit blanket with elegant pattern on one side and soft lambswool on the other. Comes with a high end decorative ribbon.

50"H x 60"W

Colors: Red, cobalt blue, grey, vanilla, black, latte

Quantity	72	289	576
Pricing	\$40.65	40.31	39.99

**Interweaved Colored Blanket 69D**

This 100% polyester blanket features a soft two-tone pattern and was designed in the USA. 50"H x 60"W

Colors: Navy, grey, black

Quantity	72	289	576
Pricing	\$24.98	24.15	23.31



75A



75D



75F



75B



75C



75E

  
**VICTORINOX**  
 SWISS ARMY

 **WENGER®**

**Wenger® Bitrate Pro Backpack 75A**

This essential backpack features padded, anti-scratch protection for up to a 16" laptop and a dedicated 10" tablet pocket. Air-flow back padding allows for continuous air circulation to keep the wearer cool and comfortable. 17¾"H x 13¾"W x 9¾"D

Colors: Black, blue

Quantity	10	250	500
Pricing	\$55.00	50.00	47.00

 **WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**Wenger® Synergy Pro Ballistic Deluxe Backpack 75B**

This black backpack features the best-in-class organization with exceptional access. This deluxe version is upgraded from the original to include a Smart Fit laptop pocket and a built-in USB port. 18¾"H x 14¾"W x 10¾"D

18¾"H x 14¾"W x 10¾"D

Quantity	10	250	500
Pricing	\$145.00	126.00	113.00

 **WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**Wenger® Cyberwork Backpack 75C**

This ProCheck backpack features a padded 16" laptop compartment and dedicated 10" tablet or eReader pocket, comfort-fit shoulder straps, padded back panel for improved comfort, mesh side pockets and pass-thru grab handle that slides over the handle of wheeled luggage for easy travel. Grey/black. 17½"H x 12¼"W x 8¾"D

17½"H x 12¼"W x 8¾"D

Quantity	10	250	500
Pricing	\$65.00	60.00	57.00

 **WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**Wenger® SportPack 75D**

The SportPack converts from a duffel to a wearable backpack. Features exterior straps to secure yoga mat or towel, insulated pocket for storing water bottle and snacks, vented shoe pocket, side zippered pockets for extra storage and adjustable shoulder straps. The padded compartment fits up to a 15.6" laptop and includes a file divider. Blue. 18¾"H x 14¾"W x 11¾"D

18¾"H x 14¾"W x 11¾"D

Quantity	10	250	500
Pricing	\$135.00	127.00	103.00

 **WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**Wenger® RosaLyn Ladies' Tote 75E**

This laptop tote combines its elegant look with outstanding organization. Features zippered 14" laptop pocket, metal feet to protect the bottom of the bag and a spacious main compartment for files and daily essentials. The supple faux leather with gold hardware offers a sophisticated touch. The perfect companion for the business woman on the go. Black. 11½"H x 15"W x 9½"D

11½"H x 15"W x 9½"D

Quantity	10	250	500
Pricing	\$95.75	82.75	75.75

 **WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

**Victorinox Altmont Original Slimline Laptop Backpack 75F**

Carry all your back-to-school or workday necessities with smart hands-free comfort and casual designer style. Features include compact vertical styling and a two-tone design as well as a padded and lined rear laptop computer compartment, a u-zip organizational compartment and a roomy double-snapped front stash pocket. Black. 19"H x 12"W x 7¼"D

19"H x 12"W x 7¼"D

Quantity	10	250	500
Pricing	\$115.00	104.00	97.00

 **WARNING:** Cancer and Reproductive harm: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

Due to ongoing uncertainty in tariffs, prices shown are likely to fluctuate. / Set-up charges are not included in prices shown. Additional color imprint and location charges may apply.



79A



79B



79C

79D

79E



79F

**Sports Jersey Mesh Drawstring Bag 79A**

Drawstring cinch-up backpack made of polyester jersey mesh similar to the material used for team sport jerseys. Features drawstring cinch-top closure, adjustable soft black nylon cord shoulder straps and metal grommeted corners. Recommended weight tolerance: 6.5 lbs. 17½"H x 14½"W

Colors: Black, lime green, navy blue, orange, red, reflex blue, white

Quantity	65	300	600
Pricing	\$4.79	4.31	4.14

**Swift Silicone Straw Bottle by Igloo® 79B**

Made from durable Eastman Tritan® plastic, this water bottle features a silicone sleeve for easy gripping, an integrated multi-finger carry handle and a lid that opens easily to reveal a removable drinking straw. 24 oz. 9½"H

Translucent colors: Purple, smoke, teal

Quantity	24	300	600
Pricing	\$16.99	14.99	13.99

**Super Squish Stress Relievers 79C Football 79D Baseball 79E Basketball**

A new twist on traditional stress toys! Super soft and squishy with prolonged release of shape after squeezing.

Football: 3¾"H x 2¾"W x 2¾"D  
Baseball & basketball: 2½" Diameter  
Colors: Brown (football), white (baseball), orange (basketball)

Quantity	150	800	2600
Pricing	\$2.35	2.19	2.09

**Fitness & Activity Tracker Wristband 79F**

Features include clock, alarm, call answering, message notification, step counter, distance calculator and calories burned. Works with most smartphones. Designed for use with free "Smart Bee" app. Rechargeable battery. Black. 10"H x 1½"W x ¾"D

Quantity	10	150	300
Pricing	\$51.65	49.48	48.39





81A



81D



MADE IN THE USA  
81E



81B

Logomark 



81C



81F

**Pelican™ Soft-Sided Cooler 81A**

Offering a convenient and lightweight alternative to hard coolers, this soft cooler is durable, easy to carry, waterproof, leakproof, and contains high-density closed cell foam insulation which helps keep ice solid for multiple days. It holds up to 12 cans and features a wide-mouth zipper, buckle straps for added strength, and a compression molded anti-slip base. Black.

12"H x 14"W x 7½"D

Quantity	4	25	50
Pricing	\$284.99	267.49	249.99

**Pelican™ Personal Flashlight 81B**

Ultra compact personal flashlight uses only a single AAA battery to bring you up to 106 lumens of bright LED light. It has high and low beam light output modes and will run up to four hours on the low beam setting. Durable and convenient to carry. Black.

3⅜"H x ¾" Diameter

Quantity	12	50	100
Pricing	\$41.03	38.51	35.99

**Manna™ Stack Growler 81C**

Comes with four stainless steel 12 oz. cups that stack conveniently on top of the growler, locking into place so you can carry them with you wherever you go. Other features include an integrated handle, 18/8 stainless steel double wall vacuum insulated construction, and a leakproof lid. 64 oz.

13⅛"H

Colors: Forest, blue, silver, black

Quantity	12	48	96
Pricing	\$71.81	67.40	62.99

**Pelican™ Traveler Tumbler 81D**

Design details include stainless steel double wall vacuum insulation and copper-plated inner walls for extreme hot and cold retention. Other features include a high-polished steel base and rim as well as a durable clear Tritan™ spill-resistant lid with slide closure. Fits in most car cup holders. 22 oz.

8¼"H

Colors: Black, silver, seaform, olive

Quantity	12	240	480
Pricing	\$37.61	35.30	32.99

**Pelican™ Micro Case 81E**

Watertight and crushproof micro case with clear lid protects your gear from the elements and dust while keeping them visible. It includes an automatic pressure equalization valve, an easy open latch, a rubber liner (which doubles as an o-ring seal) for extra protection, and an aluminum carabiner for easy attachment. Made in the USA.

2½"H x 9½"W x 5⅛"D

Colors: Black, maroon, yellow, navy

Quantity	12	50	100
Pricing	\$39.89	37.44	34.99

**Kafé Tumbler 81F**

The perfect fit for most single serve coffee brewing systems, this tumbler features double wall construction with stainless steel outer wall to protect your hand from the heat of the coffee. Other features include a translucent colored easy sip lid with slide closure, an attractive gunmetal exterior coating and a comfortable twist grip. 12 oz.

5⅝"H

Lid colors: Black, red, green, blue

Quantity	96	480	1008
Pricing	\$6.49	5.49	4.99



82A



82C



82D



82F



82B



Logomark



82E

**Remington Cooler Backpack Chair 82A**

Made of durable 600D material, this cooler features an integrated folding chair, zippered main and front compartment, adjustable padded shoulder straps and a water bottle pocket. Folds flat for easy storage. Suggested weight limit is 270 lbs. 24 can capacity. Black.

17¼"H x 14"W x 12¼"D

Quantity	25	100	250
Pricing	\$31.91	29.95	27.99

**Optimum II Trunk Organizer 82B**

This two compartment trunk organizer features a front pocket and carry handles. Folds down to 2½"D. Black.

Quantity	50	250	1000
Pricing	\$14.15	11.28	9.99

**Agoura Insulated Cooler 82C**

Perfect for all your picnic and weekend events. Made of 420D polyester with PEVA lining, this bag features a large 36-can main zippered compartment, a front pocket and a collapsible side frame that helps keep your bag in place when open. With 23½" carry straps, four bottom support pegs, a bottom bag stiffener and a zipper top flap closure, this bag is portable, efficient and easy to carry.

11½"H x 16"W x 8½"D  
Colors: Black, red, blue, green

Quantity	25	100	250
Pricing	\$25.07	23.53	21.99

**Barton Springs BBQ Set 82D**

This BBQ set includes three wood handled steel tools: a spatula, a fork and tongs. Set includes a fold-over carrying case with tie straps. Black.

Carrying case: 16"H x 9½"W x 1½"D

Quantity	50	250	1000
Pricing	\$15.72	12.53	10.75

**Mesa Portable BBQ Set 82E**

The perfect companion on your next picnic or hike. Its portable design and rubber coated handles make this grill easy to carry. Simply open the supporting legs and unlatch the lid to reveal a 13" x 8¼" chrome-plated grill grate and charcoal bin. Black.

10"H x 15"W x 3¾"D

Quantity	12	50	100
Pricing	\$64.97	60.98	56.99

**Brookfield Picnic Blanket 82F**

Made of soft fleece with a polyester backing, this roll-up blanket features a convenient carry handle with adjustable shoulder strap. Two buckled straps keep the blanket rolled up. Unrolled: 57"H x 48"W x ¼"D  
Rolled: 15"W x 5½" Diameter  
Colors: Black, red, green, blue, orange

Quantity	50	250	500
Pricing	\$18.81	17.66	16.50





83A

83D

83E

83F

83B

83C

**3-in-1 Emergency Knife 83A**

The perfect accessory for your automobile! Features a glass breaker, seat belt cutter and sturdy knife for when you need it. Stash this bad boy in your console or glove compartment and you're ready for the unexpected.

3 7/8"H x 1 1/2"W x 5/8"D

Colors: Gunmetal, royal

Quantity	25	100	500
Pricing	\$15.20	14.05	11.52

**Survival Band 83B**

Stay on course with this paracord band featuring a whistle and compass. Features buckle closure with adjustable drawstring to fit most wrists. Add branding on the sturdy metal plate that is affixed to the band.

5/8"H x 1 1/4"W x 1 1/4"D

Colors: Black/navy, black/camo

Quantity	100	500	2500
Pricing	\$3.79	2.89	2.29

**Sizzler 3-Piece BBQ Set 83C**

This 3-piece BBQ Set comes with durable stainless steel tools with long handles for tending to your grill. Includes spatula, fork and tongs. The carrying case is convenient for storage when not in use.

5"H x 15 1/8"W x 1 3/4"D

Quantity	25	100	500
Pricing	\$20.06	15.16	11.40

**KOOZIE® Wanderer Daypack 83D**

This outdoor backpack comes with all the bells and whistles. Features a large main zippered compartment with laptop sleeve, two front zippered pockets and two side mesh pockets. The bungee cords attached to the front help hold larger items. Walk in comfort with the padded mesh back and padded adjustable shoulder straps.

20 1/2"H x 13 3/8"W x 7 1/8"D

Colors: Red, black, royal, orange, lime

Quantity	25	100	500
Pricing	\$37.30	33.19	29.54

**KOOZIE® Hydrating Backpack 83E**

A great addition for any person who loves the outdoors! Features a 1.5L water reservoir, zippered main compartment, reflective accents, air mesh backing on shoulder straps and bungee cords attached to the front to help hold larger items. Great for camping, concerts and sporting events.

14 1/8"H x 15 3/4"W x 7 7/8"D

Colors: Red, black, royal

Quantity	25	100	500
Pricing	\$34.03	28.60	23.35

**KOOZIE® Kamp Chair 83F**

The ultimate camping chair has arrived! Lounge the days away in comfort with this fun chair constructed of durable silver steel and 600D polyester fabric. Features a soft sided cooler in one armrest and a KOOZIE® can cooler in the other. Carrying bag included for easy travel.

34 3/8"H x 33 1/2"W x 21 1/8"D

Colors: Red, black, royal, lime

Quantity	24	96	504
Pricing	\$45.68	38.35	34.23



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99A

**Folding Tote with Leather Flap Closure**  
**99A**

Trendy bag with top zipper closure and PU leather fold-over flap with snap. Bag may fold into a small rectangle, to be held in place by flap with snap closure, for easy storage. Handles measure approximately 24" long.

Unfolded: 13"H x 15½"W x 5½"D  
Folded: 5"H x 9"W

Colors: Black, blue

Quantity	40	400	800
Pricing	\$9.24	8.71	8.35



99C

**Diamond Bluetooth® Speaker Cooler**  
**99C**

Your day at the beach will never be the same! Listen to your music while keeping your snacks and drinks cold with this speaker cooler duo. ABS plastic speaker has a rechargeable battery and a built-in microphone. Twenty-four can cooler features a PEVA lining, front zipper pocket with bungee accents and side mesh pockets. Speaker can be removed from cooler by twisting. Blue.

9½"H x 12¾"W x 7½"D

Quantity	5	30	75
Pricing	\$75.89	71.46	69.56



99E



99F

**Color Zippin' Laptop Backpack**  
**99F**

Simple school bag for the tech age holds most 15" laptops. Design details include a zippered main body with laptop sleeve, side mesh water bottle pocket, rubber headphone jack on front and front angled zipper pocket with accent stitching. Black bag with accent colors.

16"H x 11"W x 5½"D

Accent colors: Blue, gray, lime green, red

Quantity	50	400	800
Pricing	\$11.51	10.19	9.59



99B

**Tonal Heathered Drawstring Backpack**  
**99B**

Cinch bag with front zipper pocket, open main compartment and top drawcord closure. Rubber headphone port on top front panel. Black bag with tonal heathered accent colors.

16½"H x 13"W

Accent colors: Black, green, orange, purple, red, reflex blue

Quantity	150	600	2600
Pricing	\$2.51	2.27	2.15



99D

**Saturn Jumbo Non-Woven Grocery Tote**  
**99D**

Eco-friendly, lightweight grocery tote made of durable 80 GSM non-woven polypropylene material with a spacious open compartment, a 10" gusset, a removable rigid bottom insert, and 20" reinforced handles.

15"H x 13"W x 10"D

Colors: Black, burgundy, carolina blue, navy blue, reflex blue, hunter green, lime green, gray, orange, pink, purple, red, teal, white, yellow

Quantity	150	600	2600
Pricing	\$2.25	2.01	1.84



**Porter Messenger Bag**  
**99E**

Messenger bag made from 600D polyester features colored mesh accent panels, a large main compartment, front zipper pocket and an adjustable strap.

11¾"H x 15¾"W x 3½"D

Colors: Reflex blue, red, lime green, gray

Quantity	50	800	1200
Pricing	\$8.34	7.67	7.19



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# PORT AUTHORITY®

142B

142A

142C

142D

142F

142E

THE **STYLE** NETWORK

## Port Authority® Ladies' Collective Outer Shell Jacket 142A

This sophisticated, breathable and waterproof shell is seam-sealed to fight the elements with a water-shedding durable water-repellent finish. Design details include an attached, adjustable hood, a slightly longer length, an interior chest pocket, a full-length storm flap and zippered hand pockets.

Colors: Deep black, graphite, red pepper, river blue

Sizes: XS-4XL

Quantity	24	144	500
Pricing, XS-XL	\$69.98	63.62	58.32

## Port Authority® Ladies' Collective Insulated Vest 142B

Insulation and stretch soft shell side panels make this vest a versatile, flattering and cozy cold-weather layer. Features a tulip hem with a slightly longer length, a zip-through cadet collar, and open front pockets.

Colors: Deep black, graphite, white

Sizes: XS-4XL

Quantity	24	144	500
Pricing, XS-XL	\$35.98	32.71	29.98

## Port Authority® Ladies' Collective Smooth Fleece Jacket 142C

A smooth face, brushed back and contrast coverstitching make this warm fleece jacket a classier alternative to more casual fleece. Features a slightly longer length with a tulip hem, a zip-through cadet collar and zippered front pockets.

Colors: Deep black, graphite, night sky blue, red pepper, river blue

Sizes: XS-4XL

Quantity	24	144	500
Pricing, XS-XL	\$39.98	36.35	33.32

## Port Authority® Packable Travel Blanket 142D

This 100% polyester travel blanket packs and zips easily to form a pillow, then unpacks effortlessly to become a cozy blanket. Features a web strap with snap for easy carrying, foot pockets, and a Port Pocket™ for easy decoration access that doubles as a valuables pocket when unpacked. Decoration is featured on both the pillow and blanket. 12.8 oz.

Packed: 12½"H x 13"W  
Unpacked: 60"H x 36"W

Colors: Black, deep navy, deep smoke

Quantity	24	144	500
Pricing	\$25.98	23.62	21.65

## Port Authority® Ladies' Marled Cardigan Sweater 142E

Made for layering, this two-toned marled cardigan livens up any office or casual look. Made of a 60/40 cotton/acrylic blend and boasting fully fashioned seams, a six-button cardigan placket with dyed-to-match buttons, and welt pockets with rib knit trim.

Colors: Black marl, navy marl, warm grey marl

Sizes: XS-4XL

Quantity	24	144	500
Pricing, XS-XL	\$45.98	41.80	38.32

## Port Authority® Ladies' Slub Chambray Shirt 142F

Washed chambray and off-white contrast stitching give this casual shirt an authentic, laid-back look. Made of 100% ring spun combed cotton slub chambray, this shirt features an open collar, bust darts and back seams, button-down patch pockets and button-through sleeve plackets.

Colors: Grey, light blue

Sizes: XS-4XL

Quantity	24	144	500
Pricing, XS-XL	\$29.98	27.25	24.98

111

Due to ongoing uncertainty in tariffs, prices shown are likely to fluctuate. Prices are for standard sizes indicated in the price list. Prices for larger sizes listed are available upon request. All apparel is priced undecorated.





# PORT AUTHORITY.

### Port Authority® Men's Collective Outer Shell Jacket 143A

This sophisticated, breathable and waterproof shell is seam-sealed to fight the elements with a water-shedding durable water-repellent finish. Design details include an attached, adjustable hood, a slightly longer length, an interior chest pocket, a full-length storm flap and zippered hand pockets.

Colors: Deep black, graphite, night sky blue, river blue  
 Sizes: XS-4XL

Quantity	24	144	500
Pricing, XS-XL	\$69.98	63.62	58.32

### Port Authority® Men's Collective Smooth Fleece Jacket 143B

A smooth face, brushed back and contrast coverstitching make this warm fleece jacket a classier alternative to more casual fleece. Features a slightly longer length, a zip-through cadet collar and zippered front pockets.

Colors: Deep black, graphite, gusty grey, night sky blue, river blue  
 Sizes: XS-4XL

Quantity	24	144	500
Pricing, XS-XL	\$39.98	36.35	33.32

### Sport-Tek® Yupoong® Retro Trucker Cap 143C

High profile, structured cap is made of a cotton/poly blend with a polyester mesh back. Seven-position adjustable snap closure.

Colors: Black/black, chocolate brown/khaki, graphite/black, olive/khaki, true navy/white, true royal/white

Quantity	24	144	500
Pricing	\$7.98	7.25	6.65

### Port Authority® Men's Slim Fit SuperPro™ Oxford Shirt 143D

Look your best in a tried-and-true oxford that performs. Designed to resist and release stains, our SuperPro™ oxford has a soft hand and a wrinkle-free finish to keep you looking neat and professional all day long. Features include an open collar, a back yoke with knife pleats, button-through sleeve plackets and two-button adjustable cuffs. For those who prefer a slim but not tight fit that sits closer to the body.

Colors: Black, navy, oxford blue, white  
 Sizes: XS-2XL

Quantity	24	144	500
Pricing, XS-XL	\$29.98	27.25	24.98



### District® Retro Backpack 143E

With a 600D polyester canvas construction, this backpack features interior striped lining (military camo has black lining), a front zippered pocket, a media port, an interior pocket, a laptop sleeve and padded shoulder straps.

17 3/4"H x 12 1/4"W x 5 1/4"D  
 Colors: Electric purple, military camo, neon green, neon orange, neon pink, new red, royal

Quantity	24	144	500
Pricing	\$19.98	18.16	16.65



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**ULTRACLUB**



**CORE 365**



**UltraClub® Cool & Dry Mesh Piqué Polo  
151A Men's, 151B Ladies'**

This piqué polo performs thanks to cool and dry moisture-wicking technology. Features include UV protection, fully taped flat rib-knit collar, 3-button placket with dyed-to-match buttons and side vents. Also available in Tall and Youth.

Colors: White, forest green, bright yellow, black, red, royal, navy, gold, orange, purple, maroon, cardinal, charcoal, coast, Columbia blue, heliconia (ladies' only), jade, light green, pacific blue, silver, stone, yellow haze, kelly

Sizes: Men's S-6XL; Ladies' S-3XL

Quantity	24	144	500
Pricing, S-XL	\$14.98	13.62	12.48

**Core 365™ Motivate Unlined Lightweight Jacket  
151C Ladies', 151D Men's**

Featuring a 100% polyester pongee construction and a water-resistant finish, this jacket boasts a chin guard, center front reverse coil zipper with reflective toggle, underarm vents, lower front zippered pockets, audio port access through inside lower left pocket, elasticized cuffs, adjustable shock cord at hem and reflective piping at shoulder yoke and center back yoke.

Colors: Campus purple, true royal, campus gold, electric blue, burgundy, forest, safety yellow, white, black, classic navy, classic red

Sizes: Men's S-5XL; Ladies XS-3XL

Quantity	24	144	500
PricingXS-XL	\$23.98	21.80	19.98

**Core 365™ Prevail Packable Puffer Vest  
151E Ladies', 151F Men's**

The perfect vest for on-the-go as it packs down into a separate storage pouch. Features include center front zipper with autolock slider and rubber toggle, lower pockets with invisible zippers and stretch binding at armholes and hem. 100% polyester body with water-resistant finish. 100% polyester lining with 80 gsm thermal poly fill in body and sleeves.

Colors: True royal, carbon, black, classic navy, classic red

Sizes: Men's S-5XL; Ladies' XS-3XL

Quantity	24	144	500
Pricing, XS-XL	\$39.98	36.35	33.32



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152A



152D



152B

152C



152E

152F



152G

152H

**UNISEX  
SPORT COLORS:**

light blue	royal	dark navy	purple	charity pink	red	scarlet red	maroon	dark maroon	orange	burnt orange
athletic gold	Vegas gold	dark brown	silver	graphite	black	kelly	forest	dark green	white	safety yellow

**LADIES' SONIC  
HEATHER COLORS:**

athletic	black	dark grey	dark navy	sport forest	sport maroon	sport red	sport royal
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black	athletic gold	dark navy	forest	graphite	light blue
maroon	orange	purple	red	royal	white

dark navy	forest	graphite	light blue
red	royal	white	black

**Team 365™ Zone Performance T-Shirt, Various Styles**  
**152A Men's Long Sleeve, 152B Ladies' Short Sleeve,**  
**152C Men's Short Sleeve, 152D Ladies' Sonic Heather Short Sleeve**

Athletic fit, 100% polyester interlock t-shirt with moisture-wicking and UV protection performance. Features heat-sealed label and cationic dyes to ensure superior brightness and excellent color fastness. 3.8 oz.

Colors: Black\*, white\*, *Sport*: Safety yellow, silver, scarlet red, light blue\*, charity pink, forest\*, athletic gold\*, graphite\*, kelly, maroon\*, dark navy\*, purple\*, orange\*, red\*, royal\*, Vegas gold, dark brown, burnt orange, dark green, dark maroon; *Ladies' sonic heather*: Athletic heather, black heather, dark grey heather, sport dark navy heather, sport forest heather, sport maroon heather, sport red heather, sport royal heather \*Available in Men's Long Sleeve

Sizes: Men's XS-4XL; Ladies' XS-3XL

Quantity	24	144	500
Pricing, XS-XL			
Men's Long Sleeve	\$9.98	9.07	8.32
Men's & Ladies' Short Sleeve	\$5.99	5.44	4.98
Ladies' Sonic Heather Short Sleeve	\$7.98	7.25	6.65

**Team 365™ Zone Performance**  
**Quarter-Zip**  
**152E Ladies', 152F Men's**

Made of 100% polyester interlock, this athletic fit pullover boasts moisture-wicking and UV protection performance. Features a center front coil zipper with semi-autolock slider and rubber pull. Heat-sealed label. Cationic dyes to ensure superior brightness and excellent color fastness. 3.8 oz.

Colors: Black, white; *Sport*: Athletic gold, dark navy, forest, graphite, light blue, maroon, orange, purple, red, royal

Sizes: Men's XS-4XL; Ladies' XS-3XL

Quantity	24	144	500
Pricing, XS-XL	\$17.98	16.35	14.98

**Team 365™ Zone**  
**Performance Hoodie**  
**152G Ladies', 152H Men's**

This athletic fit performance hoodie is made of 100% polyester interlock and features moisture-wicking properties and UV protection. Heat-sealed label. Cationic dyes for superior brightness and excellent colorfastness. 3.8 oz.

Colors: Black, white; *Sport*: Red, royal, dark navy, forest, graphite, light blue

Sizes: Men's XS-4XL; Ladies' XS-3XL

Quantity	24	144	500
Pricing, XS-XL	\$19.98	18.16	16.65

apparel

Get your creative juices flowing!



## RISK MANAGEMENT INNOVATION GRANT PROGRAM

*Effective:* July 1, 2015

*Adopted:* September 13, 2013

*Amended:* December 5, 2014

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### **PURPOSE:**

The Risk Management Innovation Grant Program (Program) makes funds available to Campus members (Members) in the Liability and Workers' Compensation programs. It funds specialized training, safety equipment, physical improvements, or other safety related items that will support the mitigation of risk exposures. The purpose of this *matching grant program* is to encourage Members to facilitate a reduction in claim costs and to enhance existing risk reduction efforts.

### **POLICY:**

1. Annually, the Program Administrator and Systemwide Risk Management will:
  - a. Propose to the Executive Committee a budget for the Program.
  - b. Review the Liability and Workers' Compensation loss information and other resources to identify patterns and claims which may be preventable with the (1) purchase, replacement or upgrade of physical property; (2) development of specialized training; or (3) development of risk management programs.
  - c. Identify the focus of the Program for the upcoming fiscal year.
  - d. Draft the Grant Application and recommend a maximum grant amount per Member.
  - e. Send a memo to all Members describing the Program and invite Members to apply for a grant by completing the Grant Application.
2. To access funds under the Program, and previous to the Member expending funds, Member must complete the Grant Application which is to include:
  - A description of the proposed risk reduction project.
  - The anticipated timeline for completion of the risk reduction project.
  - An estimate of the total cost for the proposed risk reduction project.
  - Agreement and approval of Grant Application by the Campus VP of Business & Finance or his/her designee; e.g., Environmental Health & Safety Director, Risk Manager, etc.
3. Members working collaboratively via the Risk Managers and/or Environmental Health & Safety working groups of CSUWERCs, may complete a Grant Application that would be applicable to systemwide risk mitigation endeavors. Other than item 2(d), the requirements remain the same.

4. The Program Administrator will review completed Grant Applications, and if found appropriate and consistent with the purpose of the Program, refer the Grant Application to the Executive Committee for approval.
5. The Member will be expected to complete the proposed risk reduction project within the time period described in the Grant Application. The Executive Committee may rescind the grant if the Member has not started, or made substantive progress towards completion, the risk reduction project within the timeframe proposed.
6. Fifty percent (50%) of the Member's risk reduction project costs (up to the maximum grant amount approved for each Member) may be reimbursed by the Program. The Member will submit to the Program Administrator the final paid receipt(s) to be used to calculate the Program reimbursement amount.
  - Submissions completed under Section 3, approved projects will be 100% reimbursed by the program.
7. After the grant funds are utilized, the Member or working group will provide a brief report providing information that will assist the Executive Committee in monitoring this Program's effectiveness and the merits of future Program funds.
8. The Program Administrator and Systemwide Risk Management will work with the Grant Recipients to develop benchmarks to evaluate the success of the Program. The Program Administrator and Systemwide Risk Management will also provide guidance to future Grant Recipients based on these historical benchmarks.

**MAY 8, 2020 CSURMA EXECUTIVE COMMITTEE AND BOARD  
MEETING LOCATION**

**ISSUE:** The CSURMA Executive Committee and Board Meetings are scheduled for May 8, 2020. Due to the Academic Senate week, the CSU Chancellor's Office is unable to accommodate us. Scott Apel has generously offered to host the meetings at CSU Long Beach. Therefore, the new meeting location is CSU Long Beach (*the Pointe, Walter Pyramid*) at 1250 Bellflower Blvd, Long Beach, CA.

**RECOMMENDATION:** It is recommended that the Executive Committee approve the new meeting location.

**FISCAL IMPACT:** None.

**BACKGROUND:** The CSURMA Executive Committee and the Board of Directors regularly meet at the CSU Chancellor's Office.

**PUBLICATION:** The approved location will be posted on the CSURMA website and will be included in all of the agenda packets.

**ATTACHMENT(S):** None

## **AORMA PROGRAMS UPDATE**

**ISSUE:** The Auxiliary Organizations Risk Management Alliance (AORMA) continues to address the insurance and risk management needs of its members. All Auxiliary Organizations in Good Standing purchase insurance coverage through the AORMA. The AORMA Chair, will report on the activities of the AORMA Committee.

**RECOMMENDATION:** No action is required on this item at today's meeting.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):** None.

## **AIME PROGRAMS UPDATE**

**ISSUE:** The Athletic Injury Medical Expense (AIME) program continues to address the insurance and risk management needs of its members.

The Executive Committee Liaison for AIME, will report on the activities of the AIME Committee.

**RECOMMENDATION:** This item is for information only; no action is required on this item at today's meeting.

**FISCAL IMPACT:** None.

**BACKGROUND:** AIME is designed to cover medical expenses arising from injuries to student athletes while practicing or competing in inter-collegiate sports programs of the university.

**PUBLICATION:** None.

**ATTACHMENT(S):** None.

## **FY 2019/2020 LONG RANGE PLANNING GOALS**

**ISSUE:** Each year the Executive Committee conducts a Long Range Action Planning meeting to gauge progress and to re-evaluate where efforts should be focused.

**RECOMMENDATION:** This item is for information only; no action is requested.

**FISCAL IMPACT:** No fiscal impact is expected from today's meeting.

**BACKGROUND:** The CSURMA Executive Committee adopts the FY 2019/2020 Long Range Planning goals to be accomplished. The Committee will receive a report from Staff on the assigned responsibilities and deadlines of the FY 2019/2020 Long Range Planning goals.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. FY 2019/2020 CSURMA Long Range Action Plan

**FY 2019/20 CSURMA LONG RANGE ACTION PLAN**

<b>GOAL</b>	<b>ACTION / TASK</b>	<b>RESPONSIBLE ENTITY</b>	<b>DEADLINE</b>	<b>STATUS</b>	
<b>LRP-1 Creation of a Formal Process to Regulate and Approve Financing of Risk Programs through CSURMA</b>					
<b>Develop a policy and procedure for development and implementation of risk programs that includes an evaluation of long term financial viability</b>	1	Evaluation of steps necessary for developing and launching risk financing programs	PA	Jul-19	Completed
	2	Prepare draft of proposed policy and procedure	PA, SRM	Jul-19	Completed
	3	Review by CSURMA Treasurer	SRM	Aug-19	Completed
	4	Review by Executive Committee of proposed policy and procedure	EC	Sep-19	Completed
	5	Adoption by CSURMA Board of Directors	BOD	Nov-19	In Process
<b>LRP-2 Further Development of Youth Protection Programs</b>					
<b>CSURMA will promote the concepts of higher level adoption of youth protection programs at the campuses, including auxiliary organizations</b>	1	Creation of custom tool which could be used to provide safety guidelines, track minors on campus, and record completions of mandated training	PA	Jan-20	In Process
	2	Provide systemwide safety guidance for minors on campus including mandated training	PA, SRM	Mar-20	
	3	Review whether registration of all minors coming onto campus for sponsored events is feasible	PA, SRM	Mar-20	
	4	Tie in faculty and student interactions	PA, SRM	Mar-20	
<b>LRP-3 CSURMA Review of its Digital Compliance</b>					
<b>CSURMA will evaluate its website, data systems and service provider systems for digital compliance and security</b>	1	Review CSURMA website for digital ADA compliance	PA	Oct-19	In Process
	2	Report to CSURMA EC	PA	Nov-19	Completed
	3	Implement Website Changes as appropriate	PA	Dec-19	
	4	Compile list of data systems and vendors	SRM, PA	Aug-19	
	5	Survey for security compliance	SRM, PA	Nov-19	
	6	Report to CSURMA EC	SRM, PA	Jan-20	
<b>LRP-4 Development of a CSURMA Critical Events Toolkit</b>					
<b>Program Administrator Staff will develop a master CSURMA critical events toolkit to be housed on the CSURMA website</b>	1	Review all appropriate services currently available to members	PA	Aug-19	Completed
	2	Create and/or update coverage summaries of the programs in place	PA	Aug-19	Completed
	3	Work with IT to update the CSURMA website to create a location for the toolkit	PA	Aug-19	Completed
	4	Post all toolkit items	PA	Aug-19	Completed
	5	Review the new toolkit with the Executive Committee	EC	Sep-19	Completed
	6	Provide notification to Members	PA	Oct-19	Completed
<b>LRP-5 Liability Program Memorandum of Coverage Review with Coverage Counsel</b>					
<b>Review both the Campus Risk Pool and AORMA Liability Program Memoranda of Coverage</b>	1	Staff review of MOC's with insurance industry forms and other JPA MOC's	PA	Aug-19	Completed
	2	Review of initial findings with CSU OGC and SRM	PA, SRM, OGC	Aug-19	Completed
	4	Engage Coverage Counsel for review as necessary	PA	Aug-19	Completed
	3	Initial report to Executive and AORMA Committees	PA, SRM, OGC	Sep-19	Completed
	5	Present recommended changes to Executive and AORMA Committees	PA, SRM, OGC	Sep-19	Completed
	6	Communicate MOC changes to the members	PA, SRM	Apr-20	
	7	Implement new MOC's	PA	Jul-20	

**FY 2019/20 CSURMA LONG RANGE ACTION PLAN**

<b>GOAL</b>	<b>ACTION / TASK</b>	<b>RESPONSIBLE ENTITY</b>	<b>DEADLINE</b>	<b>STATUS</b>	
<b>LRP-6 Foreign Travel Program Review</b>					
<b>Review of Foreign Travel insurance program coverages, cost and services</b>	1	SRM Initiated review supported by PA	SRM, PA	Aug-19	In Process
	2	Initial report to Executive and AORMA Committees	SRM, PA	Sep-19	In Process
	3	Discussion of proposed changes with CSU IP, at Fitting the Pieces Conference and with other interest groups	SRM, PA	Nov-19	In Process
	4	Approval of proposed changes by EC	EC	Jan-20	
	5	Communication of changes and initiation of implementation plan	SRM, PA	Feb-20	
	6	Launch of FTIP 2.0	SRM, PA	Jul-20	
<b>LRP-7 CSURMA Master Calendar for Upcoming Trainings, Conferences and Events</b>					
<b>Program Administrator Staff will develop a master calendar and identify appropriate audiences and communication methods</b>	1	Create Master CSURMA Events Calendar	PA	Aug-19	Completed
	2	Research / collect all notifications of upcoming events to be added to the calendar	PA	Aug-19	Completed
	3	Work with IT to update the CSURMA website to create a location for the new events calendar	PA	Aug-19	Completed
	4	Post the new events calendar	PA	Aug-19	Completed
	5	Review the new events calendar with the Executive Committee	EC	Sep-19	Completed
	6	Provide notification of the Members	PA	Sep-19	Completed
<b>LRP-8 Master Enabling Agreement for Environmental Sampling Services</b>					
<b>Many campuses are regularly engaging environmental sampling service providers using separate procurement processes that could be avoided under a MEA</b>	1	Identify and engage with systemwide task group to identify the scope of services for the MEA	SRM	Aug-19	In Process
	2	Prepare RFP for MEA and conduct process	SRM	Oct-19	
	3	Select service provider(s), negotiate and execute MEA(s)	SRM	Jan-20	
	4	Communicate results and participation process to campuses	SRM	Apr-20	

**BOD:** CSURMA Board of Directors  
**CABO:** CSU Chief Administrators and Business Officers  
**CO:** Chancellor's Office  
**CPDC:** CO Capital Planning Design & Construction

**EC:** CSURMA Executive Committee  
**OGC:** CSU Office of General Counsel  
**PA:** CSURMA Program Administrator  
**SRM:** CSU Systemwide Risk Management

**CSURMA ADMINISTRATIVE SERVICE CALENDAR**

**ISSUE:** This item is provided as information to advise the Executive Committee of the various recurring administrative activities and when they take place over the course of the year. It includes items noting when they appear before the Executive Committee and Board of Directors. It is to be provided for information with each agenda packet.

**RECOMMENDATION:** It is recommended that the Executive Committee review the CSURMA Administrative Service Calendar and provide direction to staff as appropriate.

**FISCAL IMPACT:** No direct fiscal impact is expected.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. CSURMA Administrative Service Calendar

ACTION / RESPONSIBILITY	LEAD	STATUS
<b>JANUARY 2020</b>		
1 Review of all CSURMA Policies and Procedures (odd in odd years / even in even years)	Amy Lightner	
2 Reminder for EC to Appoint the EC Nominating Committee for May BOD election	Mimi Long	
3 State Filing - Statement of Facts – Roster of Public Agencies - file with Secretary of State	Tevea Him	
4 State Filing - Joint Powers Authority - file with Secretary of State - As Needed	Tevea Him	
5 State Filing - Financial Statement to the County Auditor and State Controller	Tevea Him	
6 Treasurers' Bond	Van Rin	
7 Announce the new AORMA Committee open seats on the AORMA Committee at the AOA Conference	Mimi Long	
8 FORM 700 - JPA ADMIN sends Form 700 to CSURMA FILERS	Tevea Him	
9 AORMA Member Budget Letter	Mimi Long	
10 Workers' Compensation Scorecard - Receive report from Sedgwick and distribute at Dec 31st	Tevea Him	
<b>CSURMA AOA CONFERENCE</b>	<b>Mimi Long</b>	
<b>CSURMA EC Meeting</b>	<b>Mimi Long</b>	
<b>AIME Committee Meeting</b>	<b>Stacey Weeks</b>	
<b>FEBRUARY 2020</b>		
1 CSURMA Cash Flow Statement at Dec 31st (upon request)	Susan Leung	
2 AORMA Liability Program - Reinsurance Recovery / EPL Deductible Recovery at Dec 31st (verify w/ Yumi)	Mimi Long	
<b>MARCH 2020</b>		
1 Chancellor's Office Services Budget Proposals	Mimi Long	
2 CSURMA Budget	Susan Leung	
3 CSURMA Mid-Term Budget Amendments	Susan Leung	
4 CSURMA Master Investment Policy	Mimi Long	
5 Review and adoption of Applicable Integrated CSU Administrative Manual Policies	Mimi Long	
6 Review and adoption of CSURMA's Data Security Policies	Mimi Long	
7 CSU International Programs Funding	Mimi Long	
8 Campus Liability Risk Pool claims audit (every odd year)	Mimi Long	
9 AORMA Liability Program claims audit (every odd year)	Mimi Long	
10 AORMA Workers' Compensation program claims administration audit (every even year)	Jacki Graf	
11 Campus Workers' Compensation Risk Pool claims audit (every odd year)	Jacki Graf	
12 AIME Risk Pool claims audit (every odd year)	Mimi Long	
13 Campus Risk Pools Funding Status Report	Amy Lightner	
14 Auxiliary Service Provider Report	Mimi Long	
15 Appointment of the Campus Programs RPTG - Spring 2022 (FY 2023/2024)	Amy Lightner	
16 FORM 700 - Follow up No. 3 - JPA ADMIN follows up with FILER	Tevea Him	
17 Forward to the AOA EC the slate of nominees to fill the open seats on the AORMA Committee	Mimi Long	
18 Completion of the Form 700 – Statement of Economic Interest	Tevea Him	
<b>CSURMA EC Meeting</b>	<b>Mimi Long</b>	
<b>CSURMA EC LRP Meeting</b>	<b>Mimi Long</b>	
<b>APRIL 2020</b>		
1 JPA ADMIN verifies BOD Campus Primary and Alternate representative remain in place by contacting campus representatives ( i.e. ensure no leave of absence, retirement, change in duties, etc.)	Tevea Him	
2 Election for AORMA Committee term beginning on July 1st (election closes April 30)	Tevea Him	
3 Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Tevea Him	
<b>MAY 2020</b>		
1 Approval by BOD Resolution allowing Treasurer to invest or reinvest funds (P/O Budget Resolution)	Tevea Him	
2 Approval of Conflict of Interest Code by BOD every even-number year - File with FPPC as required	Tevea Him	
3 Approval of Long Range Action Plan for upcoming fiscal year	Mimi Long	
4 Campus Risk Pools Funding Status	Amy Lightner	
5 Nominating Committee Report and Executive Committee Elections	Mimi Long	
6 Adoption of the FY 2020/21 CSURMA Operating Budget	Susan Leung	
7 CSURMA Quarterly Investment Reschedule	Tevea Him	
8 CSURMA Cash Flow Statement at March 31st (upon request)	Susan Leung	
9 Announce AORMA Committee members for the new term beginning July 1st	Tevea Him	
10 Send out appointment letters to the newly elected AORMA Committee members for the term beginning on July 1st	Tevea Him	
11 Send out appointment letters to the newly elected Executive Committee members for the term beginning on July 1st	Tevea Him	
<b>AIME Committee Meeting</b>	<b>Stacey Weeks</b>	
<b>CSURMA BOD NMO Meeting via Teleconference</b>	<b>Amy Lightner</b>	
<b>AORMA Committee Meeting</b>	<b>Mimi Long</b>	

ACTION / RESPONSIBILITY	LEAD	STATUS
CSURMA EC Meeting	Mimi Long	
CSURMA BOD Meeting	Mimi Long	
JUNE		
1 AORMA Liability Program - Reinsurance Recovery / EPL Deductible Recovery (verify w/ Yumi)	Mimi Long	
<i>Expiring Contract: CO Enterprise Accounting / Financial Services - June 30, 2020</i>	Mimi Long	
<i>Expiring Contract: CO Risk Management - June 30, 2020</i>	Mimi Long	
<i>Expiring Contract: CO OGC / Legal - June 30, 2020</i>	Mimi Long	
<i>Expiring Contract: CO Systemwide Professional Development (AORMA online training)</i>	Mimi Long	
<i>Expiring Contract: UC Office of Risk Services Performing Arts Center of Excellence - November 1, 2013 to June 30, 2019</i>	Mimi Long	
<i>Expiring Contract: Alliant Loss Control Services - July 1, 2019 to June 30, 2022</i>	Mimi Long	
<i>Expiring Contract: Carl Warren &amp; Company (1st and 2nd options June 30, 2020 and 2021)</i>	Mimi Long	
<i>Expiring Contract: Agility - June 30, 2020</i>	Mimi Long	
<i>Expiring Contract: Sedgwick - July 1, 2013 to June 30, 2018 (five one year extensions available - three have been exercised to June 30, 2021)</i>	Mimi Long	
<i>Expiring Contract: Employers Group Service Corp - July 1, 2013 to June 30, 2020</i>	Mimi Long	
<i>Expiring Contract: Praesidium - July 1, 2017 to June 30, 2020</i>	Mimi Long	
<i>Expiring Contract: Witt O'Brien's, LLC - June 30, 2020</i>	Mimi Long	
<i>Expiring Contract: HSR (AIME and Club Sports) - July 1, 2015 to July 1, 2021</i>	Amy Lightner	
Request COI from all vendor's	L. Wallace	
JULY		
1 OCIP Renewal (five-year program)	Amy Lightner	
2 Financial audit prep with KPMG	Van Rin	
3 Send to CSU Accounting the approved dividends and allocation of program costs for invoicing	Van Rin	
4 Send out AORMA binder, insurance summary and invoice to all members	Van Rin	
5 Request Workers' Compensation and Liability loss runs @ 6/30 – Forward to Actuary	Mimi Long	
6 Request Liability (EPL check register) for minimum EPL deductible calculation for upcoming fiscal year	Tevea Him	
7 Final FY Payroll - request from Chancellor's Office	Amy Lightner	
8 Process the Liability and Workers' Compensation dividend checks and forward to Alliant for distribution	Van Rin	
9 Actuarial Study - receive draft and forward to RM	Amy Lightner	
10 Distribute the Liability and Workers' Compensation dividend checks	Van Rin	
11 Request final audited payroll from all Workers' Compensation program members for expired year	Tevea Him	
12 Survey legal counsel compensation and recommend to AORMA a fair and equitable maximum allowable hourly rate (2019, 2022, 2025)	Mimi Long	
13 Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Tevea Him	
<b>AORMA Officers Retreat – TBD</b>	<b>Mimi Long</b>	
AUGUST		
1 Send out letter regarding Campus Appointment of CSURMA Board of Directors Members and Alternate	Tevea Him	
2 Send out letter to regarding Claims Settlement Authority Annual Confirmation	Tevea Him	
3 Send out letter to regarding Foreign Travel Authority Confirmation	Tevea Him	
4 CSURMA Quarterly Investment Reschedule for EC Meeting	Tevea Him	
5 Calculate additional premium or return premium for each Workers' Compensation program member based on the audited payroll	Mimi Long	
6 Calculate each member's minimum EPL deductible for the upcoming program term	Mimi Long	
7 Complete Target Surplus Funding Report	Mimi Long	
8 Completion of Financial Audit	Mimi Long	
9 UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 6/30	Tevea Him	
10 Completion of the Public Self-Insurer's Annual Report for CSURMA (must be filed with the state by Oct 1st.)	Mimi Long	
SEPTEMBER		
1 Adoption of CSURMA Executive Committee, Board of Directors, and AORMA Committee meeting calendars		
2 Actuarial Reports for Campus Liability, Campus Workers' Compensation, AIME, AORMA Liability and AORMA Workers' Compensation Programs		
3 Risk Pools Funding Status at June 30, 2019		
4 Proposed Campus, AIME and AORMA Dividends		
5 FY 2020/21 Rates and Gross Funding Campus and AORMA Coverage Programs		
6 AORMA Liability Program - Reinsurance Recovery (verify w/ Carl Warren)	Mimi Long	
7 CSURMA Cash Flow Statement at June 30th (upon request)	Susan Leung	

ACTION / RESPONSIBILITY	LEAD	STATUS
8 CAJPA Fall Conference and Training Seminar -South Lake Tahoe	Mimi Long	
9 Campus Workers' Compensation Program Safety National Aggregate Stop Loss Report - Present to EC in Sept	Amy Lightner	
10 CAJPA Standards review (2017, 2020, 2023 and every three years thereafter) - Start the Process	Mimi Long	
11 Prepare invoices or checks for the Workers' Compensation payroll audit	Van Rin	
12 Quarterly Risk Management Report for Systemwide Risk Management	Dan Howell	
13 CSURMA Quarterly EPL Deductible Recoverys ending September 30 (Begin Task)	Van Rin	
14 Completion of the AORMA Committee (September Letter) updating all AORMA members on the funding and dividends approved for the upcoming fiscal year	Mimi Long	
<b>AORMA Long Range Plan meeting</b>	Mimi Long	
<b>AORMA New Committee Member Orientation meeting</b>	Mimi Long	
<b>AORMA Committee Meeting</b>	Mimi Long	
<b>CSURMA EC Orientation Meeting</b>	Mimi Long	
<b>CSURMA EC Meeting</b>	Mimi Long	
OCTOBER		
1 Request completion of the AORMA Liability application	Mimi Long	
2 Stewardship Report	Mimi Long	
3 Update the CSURMA Tri-Fold based on June 30 financials.	Mimi Long	
4 Request estimated Workers' Compensation payroll	Mimi Long	
5 CSURMA Quarterly Investment Reschedule for EC Meeting	Tevea Him	
6 Government Compensation Report (request from CSU Accounting)	Tevea Him	
7 Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Tevea Him	
<b>AIME Committee Meeting</b>	Stacey Weeks	
<b>CSURMA BOD Meeting</b>	Mimi Long	
<b>CSURMA EC Meeting</b>	Mimi Long	
NOVEMBER		
1 Review CAJPA Accrediation Standard for new or reoccurring item	Tevea Him	
2 FORM 700 - Campus Risk Pool Administrator sends request to campus president to confirm appointments of primary and alternate representative to BOD (Note: AORMA Representatives are maintained through their election process)	Tevea Him	
3 Send campus risk pool renewal budget (Budget)	Amy Lightner	
4 Send campus risk pool renewal budget (Early Bird Renewal Letter)	Amy Lightner	
5 Campus Risk Pool Deductible - Confirm (every 3 years - 2017, 2020, 2023)	Amy Lightner	
6 Review volunteer losses within the AORMA Workers' Compensation program	Mimi Long	
7 UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 9/30	Tevea Him	
DECEMBER		
1 Vendor Survey - Review List of Vendors and Work on Recipients	L. Wallace	
2 CSURMA Cash Flow Statement at Sept. 30th	Susan Leung	
3 AORMA Liability Program - Reinsurance Recovery (verify w/ Carl Warren)	Mimi Long	
4 Quarterly Risk Management Report for Systemwide Risk Management	Dan Howell	
5 Financial Audit - mail to Secretary of State and County Auditor	Tevea Him	
6 CSURMA Quarterly EPL Deductible Recoverys	Van Rin	
<b>Expiring Contract: Enterprises Rent A Car - Update Rates for the new year</b>	Mimi Long	
<b>Expiring Contract: UC RSS - December 31, 2020</b>	Mimi Long	
<b>Expiring Contract: Alliant Insurance Services (Brokerage Agreement)</b>	Mimi Long	
<b>Expiring Contract: Alliant Insurance Services (Brokerage Agreement OCIP)</b>	Mimi Long	
<b>Expiring Contract: Alliant Insurance Services (Program Admin Agreement)</b>	Mimi Long	
<b>AORMA Committee Meeting</b>	Mimi Long	Completed

**FY 2019-20 AND FY 2020-21 CSURMA MEETING CALENDAR**

**ISSUE:** The Program Administrator includes a current copy of the CSURMA meeting calendar in every agenda.

**RECOMMENDATION:** No action is requested on this item.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. 2019-2020 Meeting Calendar
- b. 2020-2021 Meeting Calendar



## FY 2019/20 CSURMA MEETING CALENDAR

JULY 2019				AUGUST 2019				SEPTEMBER 2019			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
				TBD		AOA EC	TBD	4	9:00 AM	AORMA New Member	San Diego
				1 - 2	11:00 AM	AORMA Officers Retreat	Paso Robles	4	10:00 AM	AORMA LRP	San Diego
								5	9:00 AM	AORMA	San Diego
								5	4:00 PM	EC Orientation	San Diego
								6	8:30 AM	EC	San Diego
OCTOBER 2019				NOVEMBER 2019				DECEMBER 2019			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
14	10:30 AM	AIME	TBD	TBD		AOA EC	TBD	5	11:00 AM	AORMA	San Francisco
	2:00 PM	BOD Orientation	Teleconference	6 - 7		Fitting the Pieces Conf.	San Francisco	6	8:30 AM	EC	TBD
24	10:00 AM	AORMA	TBD	8	9:00 AM	EC	San Francisco				
25	8:30 AM	EC	TBD	8	10:30 AM	BOD	San Francisco				
25	10:30 AM	BOD	TBD								
				<b>*** The EC and BOD meetings will be held during FTPC ***</b> <b>*** Crowne Plaza SFO Airport Hotel ***</b>							
JANUARY 2020				FEBRUARY 2020				MARCH 2020			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
12	3:30 PM	EC (AOA Conference)	Coronado, CA					5	10:00 AM	AORMA	CANCELED
13	10:30 AM	AIME	San Diego, CA					5	2:30 PM	EC	San Francisco
12 - 15		AOA Annual Conference	Coronado, CA					6	8:30 AM	EC LRP	San Francisco
APRIL 2020				MAY 2020				JUNE 2020			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
					2:00 PM	BOD Orientation	Teleconference	TBD		AOA EC	TBD
				7	1:30 PM	AORMA	Long Beach				
				8	8:30 AM	EC	Long Beach				
				8	10:30 AM	BOD	Long Beach				
				12	10:30 AM	AIME	San Francisco				

AORMA = Auxiliary Organizations Risk Management Alliance Committee  
 AIME = Athletic Injury Medical Expense Committee  
 AORMA LRP = AORMA Long Range Planning Meeting

AOA = CSU Auxiliary Organizations Association  
 BOD = CSURMA Board of Directors  
 EC = CSURMA Executive Committee

EC LRP = EC Long Range Planning Meeting



## FY 2020/21 CSURMA MEETING CALENDAR

JULY 2020				AUGUST 2020				SEPTEMBER 2020			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
13-14	11:00 AM	AORMA Officers Retreat	TBD	TBD		AOA EC	TBD	9	10:00 AM	AORMA New Member	TBD
								9	11:00 AM	AORMA LRP	TBD
								10	9:00 AM	AORMA	TBD
								10	4:00 PM	EC Orientation	TBD
								11	8:30 AM	EC	TBD
OCTOBER 2020				NOVEMBER 2020				DECEMBER 2020			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
12	10:30 AM	AIME	TBD	TBD		AOA EC	TBD	3	10:00 AM	AORMA	TBD
22	2:00 PM	BOD Orientation	Teleconference					4	8:30 AM	EC	TBD
22	10:00 AM	AORMA	CANCELED								
23	8:30 AM	EC	TBD								
23	10:30 AM	BOD	TBD								
JANUARY 2021				FEBRUARY 2021				MARCH 2021			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
	10:30 AM	AIME						4	2:30 PM	EC	TBD
TBD	3:30 PM	EC (AOA Conference)	TBD					5	8:30 AM	EC LRP	TBD
TBD		AOA Annual Conference	TBD								
APRIL 2021				MAY 2021				JUNE 2021			
Date	Time	Committee	Location	Date	Time	Committee	Location	Date	Time	Committee	Location
					2:00 PM	BOD Orientation	Teleconference	TBD		AOA EC	TBD
				6	1:30 PM	AORMA	TBD				
				7	8:30 AM	EC	TBD				
				7	10:30 AM	BOD	TBD				
					10:30 AM	AIME					

*AORMA = Auxiliary Organizations Risk Management Alliance Committee*  
*AIME = Athletic Injury Medical Expense Committee*  
*AORMA LRP = AORMA Long Range Planning Meeting*

*AOA = CSU Auxiliary Organizations Association*  
*BOD = CSURMA Board of Directors*  
*EC = CSURMA Executive Committee*

*EC LRP = EC Long Range Planning Meeting*

## **CSURMA EXECUTIVE COMMITTEE AND STAFF CONTACT LIST**

**ISSUE:** Attached is a list of CSURMA Executive Committee members and the Program Administrators.

**RECOMMENDATION:** It is recommended that members review the list at each meeting for accuracy, making revisions as appropriate. If there are any changes, please contact Tevea Him at [thim@alliant.com](mailto:thim@alliant.com).

**FISCAL IMPACT:** None.

**BACKGROUND:** An accurate and current contact list facilitates better communication among Committee Members and Staff.

**PUBLICATION:** None.

**ATTACHMENT(S):**

- a. CSURMA Executive Committee and Staff Contact List

**CSURMA EXECUTIVE COMMITTEE MEMBERS**  
**Effective at July 1, 2019**

Seat	Member	Position	Campus	Organization	E-Mail	Telephone Number
Chair	Lisa Chavez	Vice-President, Administration and Chief Financial Officer	Los Angeles	California State University Los Angeles	lisa.chavez@calstatela.edu	323-343-3500
Vice Chair	Kevin Saunders	VP Administration & Finance	Monterey Bay	California State University Monterey Bay	kesaunders@csumb.edu	831-582-3397
CSU Seat #1	Thom Davis	Vice President for Business and Administrative Services	Bakersfield	California State University, Bakersfield	tdavis31@csu.edu	661-654-2287
CSU Seat #2	Lisa Kao	Associate Director, EHS, Risk Management and Sustainability	Fresno	California State University Fresno	lisak@csufresno.edu	559-278-6910
CSU Seat #3	Scott Apel	Vice President and Chief Financial Officer, Administration and Finance	Long Beach	California State University Long Beach	scott.apel@csulb.edu	562-985-1658
CSU Seat #4	Amy Thomas	Director for Environmental Health, Safety & Risk Management	Monterey Bay	California State University Monterey Bay	amythomas1@csumb.edu	831-582-4766
AORMA Seat #5 - Chair	Dwayne Brummett	Director of Business Services	San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo	dbrummet@calpoly.edu	805-756-5768
AORMA Seat #6 - V Chair	Dave Nakamura	Executive Director	Humboldt	Humboldt State University Center	dave.nakamura@humboldt.edu	707-826-4878
Treasurer	Robert Eaton	Assistant Vice Chancellor, Financing, Treasury, and Risk Management	Chancellor's Office	California State University, Office of the Chancellor	reaton@calstate.edu	562-951-4572
Secretary Auditor	Zachary Gifford	Director of Systemwide Risk Management and Public Safety	Chancellor's Office	California State University, Office of the Chancellor	zgifford@calstate.edu	562-951-4580



California State University Risk Management Authority

## CSURMA SERVICE MATIX AND CONTACT LIST

Coverage	Contact	E-Mail Address	Office	Fax
<b>JPA Program Administrator – Alliant Insurance Services, Inc.</b>				
Certificate of Insurance Requests	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
General CSURMA Coverage Questions (CAMPUS only)	Amy Lightner	amy.lightner@alliant.com	415-403-1457	415-874-4810
	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
	Daniel Howell	dhowell@alliant.com	415-403-1426	415-874-4810
General CSURMA AORMA Coverage Questions (Auxiliary Organizations only)	Mimi Long	mlong@alliant.com	415-403-1423	415-874-4810
	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
	Daniel Howell	dhowell@alliant.com	415-403-1426	415-874-4810
AIME	Stacey Weeks	sweeks@alliant.com	415-403-1448	415-874-4810
	Amy Lightner	amy.lightner@alliant.com	415-403-1457	415-874-4810
Inland Marine	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
	Mimi Long	mlong@alliant.com	415-403-1423	415-874-4810
Participant Accident Insurance (PAI)	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
	Tevea Him	thim@alliant.com	415-403-1416	415-874-4810
Special Events Insurance	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
	Tevea Him	thim@alliant.com	415-403-1416	415-874-4810
Foreign Travel Program	Amy Lightner	amy.lightner@alliant.com	415-403-1457	415-874-4810
General Risk Management Questions (AORMA)	Mimi Long	mlong@alliant.com	415-403-1423	415-874-4810
	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
	Daniel Howell	dhowell@alliant.com	415-403-1426	415-874-4810
General Risk Management Questions (Campus)	Amy Lightner	amy.lightner@alliant.com	415-403-1457	415-874-4810
	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
	Daniel Howell	dhowell@alliant.com	415-403-1426	415-874-4810
Risk Pool Rating Plans (Campus)	Susan Leung	Susan.leung@alliant.com	415-403-1435	415-874-4810
Risk Pool Rating Plans (AORMA)	Mimi Long	mlong@alliant.com	415-403-1423	415-874-4810
CSURMA Budget	Susan Leung	Susan.leung@alliant.com	415-403-1435	415-874-4810
Workers' Compensation Claims Consultant	Jacki Graf	jgraf@alliant.com	415-403-1438	415-874-4810
Alliant Claims Consulting	Robert Frey	rfrey@alliant.com	415-403-1445	415-403-1466
	Diana Walizada	dwalizada@alliant.com	415-403-1453	415-403-1466
	Elaine (Kim) Tizon	elaine.tizon@alliant.com	415-403-1458	415-403-1466
Form 700	Tevea Him	thim@alliant.com	415-403-1416	415-402-0773
Website and Technology Questions	La Shaunda Gaines	lashaunda.gaines@alliant.com	415-403-1489	415-874-4810
	Tevea Him	thim@alliant.com	415-403-1416	415-874-4810
	Myron Leavell	mleavell@alliant.com	415-403-1404	415-874-4810

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### CONTACT LIST

Coverage	Contact	E-Mail Address	Office	Fax
<b>CSU Chancellor's Office</b>				
CSU Chancellor's Office	Scott Bourdon	sbourdon@calstate.edu	562-951-4580	
	Leona Ching	lching@calstate.edu	562-951-4580	562-951-4859
	Robert Eaton	reaton@calstate.edu	562-951-4572	562-951-4971
	Zachary Gifford	zgifford@calstate.edu	562-951-4568	562-951-4859
	Martha Guiditta	mguiditta@calstate.edu	562-951-4557	562-951-4859
	Audra Reed	areed@calstate.edu	562-951-4564	562-951-4971
	Steve Relyea	srelyea@calstate.edu	562-951-4600	562-951-4971
Jody VanLeuven	jvanleuven@calstate.edu	562-951-4574		
CSU Chancellor's Office Office of General Counsel	William Hsu Robin Webb	whsu@calstate.edu rwebb@calstate.edu	562-951-4500 562-951-4500	562-951-4956 562-951-4956
CSU Chancellor's Office Financial Services Division Systemwide Accounting & Reporting	Alice Kim Cindi Le Jessica Liu Tanaka Sheralin Klinthong Mary Ek	akim@calstate.edu cle@calstate.edu jliu@calstate.edu sklinthong@calstate.edu mek@calstate.edu	562-951-4627 562-951-4651 562-951-4621 562-951-4548 562-951-4540	562-951-4865
Chancellor's Office Systemwide Professional Development	David Kervella Chris Fondacaro	dkervella@calstate.edu cfondacaro@calstate.edu	562-951-4403 562-951-4403	

Coverage	Contact	E-Mail Address	Office	Fax
<b>Loss Control Consultants – Alliant Risk Control</b>				
Northern California	John Owen	john.owen@alliant.com	916-643-2736	

*Chico, East Bay, Humboldt, Monterey, Sacramento, San Francisco, San Jose, San Luis Obispo, Sonoma, and Stanislaus*

North LA and Central California	Tim Leech	tleech@alliant.com	949-260-5008	
North LA and Central California	Ray Machado	ray.machado@alliant.com	949-260-5081	

*Bakersfield, Channel Islands, Dominguez Hills, Fresno, Los Angeles, and Northridge*

Southern California	Kristina Loiselle	kloiselle@alliant.com	949-260-5042	
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*Fullerton, Long Beach, Pomona, San Bernardino, San Diego, and San Marcos*

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