



CSURMA BOARD OF DIRECTORS MEETING AGENDA
“This is an Open Public Meeting”

In accordance with the requirements of the Bagley-Keene Open Meeting Act, notice of this meeting must be posted in a publicly accessible place, including the internet, at least ten days in advance of the meeting. This meeting agenda shall also be posted at the address of the teleconference location with access for the public via phone/speaker phone.

Per Government Code section 54954.2, persons requesting disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Alliant at (415) 403-1400 twenty-four hours in advance of the meeting. Entrance to the meeting location may require routine provision of identification to building security. However, CSURMA does not require any member of the public to register his or her name, or to provide other information, as a condition to attendance at any public meeting and will not inquire of building security concerning information so provided. See Government Code section 54953.3.

1. Teleconference Location – CSU, Chancellor’s Office, 401 Golden Shore, Long Beach, CA

Meeting Date: May 8, 2020
Time: 10:30 AM

Location: Teleconference

Legend: A = Action
I = Information
V = Verbal
S = Separate

A. CALL TO ORDER

B. PUBLIC COMMENTS

C. CONSENT CALENDAR

A

The Board is asked to take action on the consent calendar items as a group, except a member may request an item be withdrawn from the Consent Calendar for discussion and action.

- 1. Approval of the Agenda** p. 4
The Board will be asked to approve the meeting agenda as presented.
- 2. Minutes of the November 8, 2019 Board of Directors Meeting** p. 5
The Board will be asked to approve the minutes from their last meeting.
- 3. CSURMA Treasurer’s Report** p. 19
The Board will be asked to accept the Treasurer Report at December 31, 2019 and March 31, 2020.
- 4. CSURMA’s Conflict of Interest Code** p. 32
The Board will be asked to approve CSURMA’s Conflict of Interest Code.
- 5. Policy and Procedure No. 28 - Process for Approving Affinity Group Funding Support** p. 37
The Board be asked to approve Policy and Procedure No. 28 - Process for Approving Affinity Group Funding Support.

- 6. Adoption of the FY 2020/21 CSURMA Operating Budget** p. 40
The Board will be asked to adopt the proposed FY 20/21 CSURMA Budget and Resolution No. 01-20 (BOD).

D. GENERAL ADMINISTRATION

- 1. Campus Risk Pools Funding Status** I p. 81
The Board will receive a report on the campus pooled program funding status.
- 2. Nominating Committee Report and Executive Committee Elections** A p. 88
The Board will receive a report from the Nominating Committee and will be asked to elect representatives to the seats up for reelection.
- 3. Excess Insurance Renewals and Underwriter Meetings Report** I p. 93
The Board will hear a report regarding the progress of the excess insurance renewals.
- 4. FY 20/21 CSURMA Long Range Action Plan** I p. 96
The Board will hear a report on the new FY 20/21 Long Range Action Plan which was approved by the Executive Committee.
- 5. Liability Program Memoranda of Coverage** I p. 99
The Board will hear an overview of the revisions to the liability program MOC which will become effective July 1, 2020
- 6. Foreign Travel Insurance Program Enhancements** I p. 213
The Board will hear an update regarding the recent enhancements to the FTIP.
- 7. CSURMA Insurance Requirements in Contracts (IRIC) Manual – 2020.1** I p. 214
The Board will hear an overview of the updates to the IRIC manual which is now available on the CSURMA website.
- 8. Praesidium Proposal** I p. 233
The Board will receive an update on the services available through Praesidium.
- 9. Agility Master Recovery** I p. 262
The Board will receive an update on the services available through Agility.
- 10. Witt O’Brien Consulting Services Two-Year Contract Extension** I p. 280
The Board will receive an update on the services available through Witt O’Briens.

E. OTHER INSURANCE PROGRAMS

- 1. **AORMA Programs Update** **I** p. 299
The Board will receive a verbal report on the activities of the AORMA Committee.
- 2. **AIME Programs Update** **I** p. 300
The Board will receive a verbal report of the activities of the AIME Committee.

F. CLOSED SESSION Pursuant to Cal. Gov. Code Sec. 11126(e)(1) & 11126(f)(1)

Action may be taken per Government Code Section 11126(e)(1) & 11126(f)(1). Please refer to the below list of claims that may be discussed. The Committee may assess and evaluate pending claims and related issues and take action or provide direction to Staff regarding the litigation described below.

No items are scheduled for closed session at today’s meeting.

G. INFORMATION ITEMS

- 1. **Review of the Service Provider Performance Survey Report** **I** p. 301
The Board will receive a report from Systemwide Risk Management on the CSURMA Vendor Survey.
- 2. **CSURMA Administrative Service Calendar** **I** p. 380
The Board will be asked to review the CSURMA Administrative Service Calendar.
- 3. **CSURMA Board of Directors and Staff Contact List** **I** p. 384
The Board will be asked to review the CSURMA Board of Directors contact information and provide Staff with revisions.

H. ADJOURNMENT

The next Board of Directors meeting is scheduled for October 23, 2020 at 10:30 AM in TBD. Please contact Mimi Long mlong@alliant.com or Tevea Him thim@alliant.com with questions.

APPROVAL OF THE AGENDA

ISSUE: The Board of Directors will be asked to approve the agenda for today's meeting.

RECOMMENDATION: The Board of Directors is asked to review and approve the proposed agenda before discussion of any business.

FISCAL IMPACT: None.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S): None.

APPROVAL OF MINUTES – NOVEMBER 8, 2019

ISSUE: The Board of Directors will be asked to review and approve the draft minutes from its November 8, 2019 meeting.

RECOMMENDATION: It is recommended that the Board of Directors approve the minutes from its November 8, 2019 meeting.

FISCAL IMPACT: None.

BACKGROUND: The minutes reflect the actions taken by the Board of Directors at its last meeting.

PUBLICATION: The approved minutes will be uploaded to the CSURMA website.

ATTACHMENT(S):

- a. CSURMA Board of Directors Meeting Minutes – November 8, 2019

**MINUTES OF THE
CSURMA BOARD OF DIRECTORS MEETING**

**November 8, 2019
10:30 AM**

**CROWNE PLAZA SAN FRANCISCO AIRPORT HOTEL
1177 Airport Blvd, Burlingame, CA 94010**

A. CALL TO ORDER

The meeting was called to order at 10:30 a.m. by Lisa Chavez

A1. Approval of the Agenda

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

MOTION: Kevin Saunders **SECOND:** Mike Thorpe

AYES:	Apel, Beatty, Chavez, Comet, Coughlin, Davis, Eaton, Hill, Kao, Kissel, Levinson, Love Johnson, Milton, Nakamura, Ortiz, Perez-Guerra, Saunders, Thorpe, and Winterhalter
NOES:	None
ABSTAIN:	Hoss, Knight, Lozano, Newberg, Nichols, Olmsted, Vasquez, and Wittmeier
ABSENT:	Bowman, Brummett, Lee, Linderman, Nickerson, Tu, and Zachmeyer

MOTION CARRIED

B. PUBLIC COMMENTS

There were no public comments.

C. CONSENT CALENDAR

- C1. Approval of Minutes – May 3, 2019**
- C2. Adoption of FY 2020/21 CSURMA Meeting Calendar**
- C3. Resolution Adoption CSURMA Operating Budget For FY 2019/20**

A motion was made to approve and/or accept each action item on the Consent Calendar as presented.

MOTION: Kevin Saunders **SECOND:** Mike Thorpe

AYES:	Apel, Beatty, Chavez, Comet, Coughlin, Davis, Eaton, Hill, Kao, Kissel, Levinson, Love Johnson, Milton, Nakamura, Ortiz, Perez-Guerra, Saunders, Thorpe, and Winterhalter
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NOES:	None
ABSTAIN:	Hoss, Knight, Lozano, Newberg, Nichols, Olmsted, Vasquez, and Wittmeier
ABSENT:	Bowman, Brummett, Lee, Linderman, Nickerson, Tu, and Zachmeyer

MOTION CARRIED

D. GENERAL ADMINISTRATION

D1. Treasurer’s Report ending June 30, 2019 and September 30, 2019

Robert Eaton provided an overview of the revisions to the CSURMA Master Investment Policy. Due to the workers’ compensation reinsurance agreement with CSAC EIA and to a lesser degree the OCIP II administrative and funding policy, CSURMA has been out of compliance with its investment policy. The portfolio target range section of the investment policy has been revised as follows:

<u>Portfolio</u>	<u>Current Target Range</u>	<u>Revised Target Range</u>
Short-Term	25% to 33%	15% to 40%
Long-Term	67% to 75%	60% to 85%
Loan Portfolio	0% to 15%	No change

The remaining revisions to the Master Investment Policy are ministerial.

D2. Independent Auditor’s Financial Audit Report as of June 30, 2019

Mark Thomas from KPMG stated that the Independent’s Auditors Report includes an unmodified opinion on the financial statements as well as the supplementary information. Thomas noted that the areas of the audit emphasis were the member contribution revenues, investments, insurance premiums, dividend distributions, and claims liability for losses and loss adjustments expenses. Claims losses and loss adjustment expenses are also reviewed by KPMG’s actuary.

D3. Excess Insurance Renewal Report

Daniel Howell provided a brief overview of the CSURMA major renewals. FY 19/20 was even more challenging than expected as the property and casualty market became extremely firm during the second quarter.

Table 1
Renewal Cost Change Estimates

Program	AORMA % Change	Campus % Change
Excess Liability	3%	+19%
Property	+16%	+26%
Worker’s Compensation	-8.6%	+5.1%
Builder’s Risk	N/A	Flat Rate
Fine Arts	N/A	0%
SPLIP & SAFECLIP	N/A	-5%

FTIP	N/A	+30%
Aviation	N/A	+10%
Medical Malpractice	N/A	0%
Fidelity	0%	0%

The Excess Liability program has seen loss development in the first excess layers for both the AORMA and Campus programs. AORMA was spared an increase in the primary layer; however, the general market for public entities has seen substantial increases mainly driven by employment practices and police professional exposures. Catastrophic verdicts have underwriters concerned about California public entity risks. Staff will be going in the market early for the July 2020 renewal as we expect further fallout due to general loss development and underwriters may pull back, increase rates or reduce coverages – or all three. Property losses to both the AORMA and Campus programs have 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 were again partially eroded by increases at this renewal. The outlook for next year will not be known until the end of the calendar year.

Workers’ Compensation has been a bright spot in the California market as a whole and especially for CSU due to improved loss experience. CSURMA agreed to a two-year rate agreement with EIA on favorable terms. The Builders Risk program is stable and the program received a flat renewal. The Fine Arts program received a flat renewal as well.

SPLIP & SAFECLIP perform exceptionally well with no losses and rates dropped by 5%. The Foreign Travel Insurance Program loss ratio has stabilized at a level acceptable to underwriters. A flat rate renewal was received; however, travel exposure increase which increase the overall program costs. Also, one of the coverage parts within FTIP is a three-year prepaid policy and it was renewed and invoiced this year which resulted in a premium increase.

The aviation programs have had no losses but the market has firmed and the programs settled with a 10% rate increase. The medical malpractice program is at minimum premium and we received a flat rate renewal despite a firming market. Fidelity claims have remained low but a claim in the fourth quarter resulted in a flat renewal rather than an expected reduction.

D4a. FY 20/21 Campus Risk Pools Program Funding Status and Actuarial Reports for the Campus Liability, Campus Workers’ Compensation and Athletic Injury Medical Expense Programs

Rob Leong provided a summary of the key findings and exhibits within the actuarial reports for the Campus Liability, Campus Workers’ Compensation and Athletic Injury Medical Expense programs. Leong also presented the liability deductible credits for FY 20/21, FY 21/22 and FY 22/23. The complete draft reports for Campus Liability, Campus Workers’ Compensation and Athletic Injury Medical Expense programs are included separately with the agenda packet.

Leong has highlighted in the attachments key findings and exhibits. The information provided by the actuary is used to establish fiscal year-end financial reports, and serves as the starting point to

develop rates and funding for FY 2020/21, as well as evaluating potential dividends or assessments.

**D4b. FY 20/21 Campus Risk Pools Program Funding Status:
Campus Risk Pools Funding Status at June 30, 2019**

Robert Leong discussed the Estimated Risk Pool Funding Status exhibit at June 30, 2019. The retained funds in the workers' compensation program are increasing. It appears the AIG and CSAC EIA reinsurance contracts are starting to show positive results and CSURMA is now able to recoup funds from the reinsurers.

Each year, Staff evaluates the funding status of CSURMA's major risk pool programs and presents its findings to the Executive Committee. In its evaluation, Staff uses the most recent actuarial reports, and the financial statements prepared by the Accountant. Staff has completed its evaluation of the funding status for Campus Liability, Campus Workers' Compensation and Athletic Injury Medical Expense risk pools at June 30, 2019. Funding in excess of the Targeted Funding levels indicate an opportunity to return dividends to campus members.

The Executive Committee reviews the funding status of the Campus risk pools at December 31 and at June 30 each year. It has been the Executive Committee's practice to consider dividends and/or assessments upon a review of the risk pools funding status in light of the audited year-end financial statements. Historically, the Executive Committee has declared dividends amounting to one-half of the available funds that are in excess of the target reserve funding goal.

**D4c. FY 20/21 Campus Risk Pools Program Funding Status:
2019 Campus Dividends and 2018 Corrections**

Robert Leong provided an overview of the Target Surplus Funding Analysis report. Funding in excess of the Target Funding levels indicate an opportunity to return dividends to campus members. Dividends declared by the Executive Committee are allocated to the campuses as a percentage of each campus' total five year deposit contribution in relation to the group's total deposit contribution for the same period. Last year's dividend distribution errantly reversed the allocation percentages for the Liability and Workers' Compensation funds. Although the total distribution was correct, the allocation among campuses should be corrected as some members received less than what they have earned, while others received more. Staff recommends the correction be applied to the 2019 dividend distribution by netting the differences (+/-) by campus as shown in the attachment.

The total dividends paid in 2018 remain unchanged; only the amounts paid to campuses will be changed, thus there is no fiscal impact. The Executive Committee approved 2019 dividends totaling \$7,219,917 which were paid to campuses in October via Cash Posting Orders.

The Executive Committee reviews the funding status of the Campus risk pools at December 31 and at June 30 each year. It has been the Executive Committee's practice to consider dividends and/or assessments upon a review of the risk pools funding status in light of the audited year-end

financial statements. Historically, the Executive Committee has declared dividends amounting to one-half of the available funds that are in excess of the target reserve funding goal.

D5. FY 2020/21 Rates and Gross Funding Campus Coverage Programs

Rob Leong summarized the FY 20/21 proposed gross funding as shown in the table below. Upon the recommendation of the Executive Committee, the Board of Directors adopts rates and funding for the upcoming fiscal year at its Fall meeting. Staff has prepared FY 2020/21 funding recommendations for the Campus coverage programs using the draft actuarial reports completed August 2019.

Campus Liability include premium deposits for the Student Professional Liability Insurance Program (*SPLIP*), Student Academic Field Experience for Credit Liability Insurance Program (*SAFECLIP*) and the new Club Liability Insurance Program (*CLIP*). Campus Property include premium deposits for Blanket Employee Fidelity, Cyber Risk, Fine Arts Artifacts & Archives (*FAAAP*), and earthquake insurance. Automobile Liability is self-insured by the State Motor Vehicle Insurance Account (*MVIA*), whose cost is determined by the Office of Risk and Insurance Management (*ORIM*). The costs for the purchased insurance programs (*SPLIP*, *SAFECLIP*, *Property*, *Fidelity*, and *Cyber*) are estimates at this time since actual rates will not be known until negotiations are finalized in June 2020.

The following summarizes total program costs, with individual campus costs shown in the attachments to this item:

**Campus Coverage Programs
FY 2020/21 Proposed Gross Funding**

Coverage Program	FY 19/20 Approved	FY 20/21 Proposed	\$ Chg	% Chg
Liability	\$18,605,268	\$23,335,193	\$4,729,925	25.4%
Workers' Compensation	40,781,992	40,946,923	164,931	0.4%
IDL/NDI/UI	16,800,000	17,304,000	504,000	3.0%
Property	11,381,659	13,962,468	2,580,809	22.7%
AIME	4,760,949	4,965,335	204,386	4.3%
Automobile Liability	1,408,547	1,055,497	(353,050)	-25.1%
Total	\$93,738,415	\$101,569,416	\$7,831,001	8.4%
Liability funding is undiscounted for anticipated investment income.				
Workers' Compensation is discounted for anticipated investment income.				
AIME Committee approved gross funding; cost per campus to be approved at a future AIME meeting.				

Calculations of the recommended funding for the Campus coverage programs are in accordance with the policies and procedures and rating plans adopted and approved by the Board of Directors.

CSURMA employs an independent actuary, Aon Risk Consultants, to project claim costs for its General / Errors & Omissions Liability, Workers' Compensation and Athletic Injury Medical

Expense programs. The actuary’s reports dated August 2019 were used to calculate funding proposals for FY 2020/21.

The Board is asked to focus on the aggregate program funding issues at this time. Campuses should contact Rob Leong at 415-403-1441 for any specific questions as to how their cost was calculated. Total funding for AIME has been approved by the AIME Committee; final cost per campus to be approved at a future AIME meeting.

A motion was made to accept and adopt the Campus coverage programs funding for FY 2020/21 as presented and recommends by the Executive Committee.

MOTION: Mike Beatty **SECOND:** Tyson Hill

AYES:	Apel, Beatty, Chavez, Comet, Coughlin, Davis, Eaton, Hill, Kao, Kissel, Levinson, Love Johnson, Milton, Nakamura, Ortiz, Perez-Guerra, Saunders, Thorpe, and Winterhalter
NOES:	None
ABSTAIN:	Hoss, Knight, Lozano, Newberg, Nichols, Olmsted, Vasquez, and Wittmeier
ABSENT:	Bowman, Brummett, Lee, Linderman, Nickerson, Tu, and Zachmeyer

MOTION CARRIED

D6. Policy and Procedure No. 20 – Owner Controlled Insurance Program

Rob Leong explained CSURMA agreed to pay insurance premiums for campus construction projects that are enrolled in the Owner-Controlled Insurance Program (*OCIP*) managed by Capital Planning Design & Construction (*CPDC*). Previously, OCIP premiums were paid by campus projects. The change in procedure enables construction projects to realize savings expected to be derived by OCIP. The change also serve to facilitate premium payments, including project audits and premium adjustments. OCIP premiums paid by CSURMA are to be reimbursed by the projects via CPDC. The new procedures are to begin with OCIP 2. CPDC, the OCIP broker, and CSURMA staff met on August 22, 2019 to iron out details for Policy and Procedure No. 20, which serves to memorialize the understanding and responsibilities of CPDC and CSURMA.

The proposed amendments impact on CSURMA’s operating budget in regards to cash flow, but does not impact CSURMA’s actual operating costs since direct costs for OCIP premiums are reimbursed by the projects. The proposed timeline for reimbursements is at the project’s midpoint during construction and at project completion.

CSURMA established OCIP to insure the University’s construction activities. OCIP provides General Liability and Workers’ Compensation insurance for capital projects with construction values of \$10,000,000 and more. OCIP is supplemented by other insurance, namely Contractors Pollution Liability (*CPL*) and Owner’s Protective Professional Indemnity (*OPPI*). Separately, BRIP insures direct damage to CSU’s major capital outlay projects, typically projects with \$650,000 and more in construction values. The Executive Committee approved amendments to

P&P No. 24 (*BRIP*) at its April 25, 2018 meeting, and formed a task group to review and edit P&P No. 20 (*OCIP*).

A motion was made to approve the amendments to Policy and Procedure No. 20 as presented.

MOTION: Mike Thorpe **SECOND:** Robert Eaton

AYES:	Apel, Beatty, Chavez, Comet, Coughlin, Davis, Eaton, Hill, Kao, Kissel, Levinson, Love Johnson, Milton, Nakamura, Ortiz, Perez-Guerra, Saunders, Thorpe, and Winterhalter
NOES:	None
ABSTAIN:	Hoss, Knight, Lozano, Newberg, Nichols, Olmsted, Vasquez, and Wittmeier
ABSENT:	Bowman, Brummett, Lee, Linderman, Nickerson, Tu, and Zachmeyer

MOTION CARRIED

D7. Policy and Procedure No. 27 – Process for Approving New Programs, Services or Funding Support

Daniel Howell explained CSURMA exists in a dynamic operating environment and new approaches to addressing loss prevention and risk financing arise regularly. As part of its Long Range Action Plan, the Executive Committee asked staff to develop a policy and procedure to direct the process of evaluation and approval of new programs, services and funding support.

There is no direct cost from action at today’s meeting. Adoption of the policy and procedure is expected to formalize the process of addressing the requests for new programs, services and funding support so that CSURMA’s financial position and ability to serve the CSU community is maintained.

A motion was made to approve Policy and Procedure No. 27 – Process for Approving New Programs, Services or Funding Support.

MOTION: Robert Eaton **SECOND:** Gary Rosenblum

AYES:	Apel, Beatty, Chavez, Comet, Coughlin, Davis, Eaton, Hill, Kao, Kissel, Levinson, Love Johnson, Milton, Nakamura, Ortiz, Perez-Guerra, Saunders, Thorpe, and Winterhalter
NOES:	None
ABSTAIN:	Hoss, Knight, Lozano, Newberg, Nichols, Olmsted, Vasquez, and Wittmeier
ABSENT:	Bowman, Brummett, Lee, Linderman, Nickerson, Tu, and Zachmeyer

MOTION CARRIED

D8. Campus Risk Pools Rating Plans Task Group

The Executive Committee established the Rating Plans Task Groups (*RPTG*) to review and recommend refinements to the cost allocation formulas for the Campus risk pools, if any. Additionally, the RPTG was tasked to review the recommendations produced by the coverage counsel hired by CSURMA, whose objective was to ensure CSURMA’s Memorandums of Liability Coverage (*MOCs*) remain responsive to member needs.

The RPTG met on July 29, 2019 and August 20, 2019. RPTG members and staff will provide a report on the task group’s findings and recommendations at today’s meeting. Final adoption of any proposed amendments to the rating plans and MOCs are to be referred to the Board of Directors for approval.

The rating plans serve to distribute budgeted costs to members using calculation formulas approved by the Board of Directors. Proposed amendments to the coverage forms may impact required funding in the future, which is dependent on loss experience.

A motion was made to approve the recommended changes to the campus rating plans as well as the liability memoranda of coverage as presented.

MOTION: Kevin Saunders **SECOND:** Thom Davis

AYES:	Apel, Beatty, Chavez, Comet, Coughlin, Davis, Eaton, Hill, Kao, Kissel, Levinson, Love Johnson, Milton, Nakamura, Ortiz, Perez-Guerra, Saunders, Thorpe, and Winterhalter
NOES:	None
ABSTAIN:	Hoss, Knight, Lozano, Newberg, Nichols, Olmsted, Vasquez, and Wittmeier
ABSENT:	Bowman, Brummett, Lee, Linderman, Nickerson, Tu, and Zachmeyer

MOTION CARRIED

D9. FY 2019/2020 Long Range Planning Goals

Daniel Howell updated the Board on the long range planning goals adopted by the Executive Committee.

- LRP-1: Creation of a Formal Process to Regulate and Approve Financing of Risk Programs through CSURMA
- LRP-2: Further Development of Youth Protection Programs
- LRP-3: CSURMA Review of its Digital Compliance
- LRP-4: Development of a CSURMA Critical Events Toolkit
- LRP-5: Liability Program Memorandum of Coverage Review with Coverage Counsel
- LRP-6: Foreign Travel Program Review
- LRP-7: CSURMA Master Calendar for Upcoming Trainings, Conferences and Events
- LRP-8: Master Enabling Agreement for Environmental Sampling Services

E. AUXILIARY ORGANIZATIONS INSURANCE PROGRAMS

E1. AORMA Programs Update

Dave Nakamura provided a brief report of the activities of the AORMA Committee.

E2. AIME Programs Update

Lisa Kao provided a brief report of the activities of the AIME Committee.

F. CLOSED SESSION

There were no items scheduled for closed session.

G. INFORMATION ITEMS

G1. Program Administrator’s Stewardship Report

Daniel Howell let the Board know that each year the Program Administrators prepare a Stewardship Report for the Board. The Stewardship Report describes the activities and accomplishments of CSURMA and its Program Administrators.

G2. Financial Ratings of the CSURMA Insurers and Reinsurers

Daniel Howell explained that one of the recommendations that came out of the CSURMA Operational Review was the suggestion that Staff should consider providing to the Board of Directors a summary of the financial strength of all insurance and reinsurance providers on the CSURMA programs. Staff prepared the report based on the current placements.

G3. CSURMA Tri-Fold

Daniel Howell explained CSURMA brochure is updated annually and includes financial information as well as an overview of new coverage programs and new risk control services available to its member

G4. Unemployment Insurance Claims Cost Summary Charts

Daniel Howell explained that the Unemployment Insurance Claims report shows quarter by quarter comparison of claims costs and also cost history.

G5. Workers’ Compensation Stewardship Report

Jacki Graft noted that Sedgwick, CSU’s workers’ compensation claims administrator, has completed their Stewardship Report which reviews CSURMA’s key performance indicators for the program over the last five fiscal years.

G6. Campus and AORMA Liability Program Claims Administration Audits

The Executive Committee engaged Dennis Mitchell of Bickmore Risk Servicers (BRS) to conduct a performance review of its claims administrators for Campus Liability Program (Chancellor's Office) and AORMA Liability Program (Carl Warren & Company). The review was performed in August and the Auditor has submitted draft reports of its findings and recommendations for review at today's meeting.

BRS performed the last claim audits for Campus Liability and AORMA Liability in 2017. To ensure consistency of review, the Executive Committee authorized the Secretary-Auditor to engage BRS as claims auditor for 2019. The claims administration audit for AIME was completed in 2018 and therefore was not conducted against in 2019.

In accordance with Policy and Procedure No. 5, it is the policy of CSURMA that its third-party claims administrators (TPAs) are to be audited on a periodic basis to ensure that the Authority is receiving high quality services. Further, it is CSURMA's procedure that the audits are performed biennially such that Campus Liability, Campus Worker's Compensation, AIME, and AORMA Liability occur in odd-numbered calendar years; and AORMA Workers' Compensation occurs in even-numbered calendar years.

G7. Campus Workers' Compensation Program Claims Administration Audit

CSURMA engages Sedgwick Claims Management Services (Sedgwick CMS) to serve as third-party administrator (TPA) for Campus and AORMA Workers' Compensation Risk Pool claims. Pursuant to CSURMA Policy and Procedure No. 5, a regular performance audit is performed to review services delivered by Sedgwick, particularly in regards to the standards of performance for the industry and the specific requirements outlined in the Service Agreement between CSURMA and Sedgwick CMS. A service performance audit on the Campus Workers' Compensation program was completed by Jacki Graf, CSURMA's Workers' Compensation Claims Consultant in June 2019. This is the 9th audit of the Campus Workers' Compensation Program.

G8. CSURMA Administrative Service Calendar

The Board reviewed the CSURMA Administrative Services Calendar.

G9. CSURMA Board of Directors and Staff Contact List

The Board was asked to review the attached Board of Directors contact information and provide Staff with revisions.

H. ADJOURNMENT

The meeting was adjourned at 11:47 A.M.

**CSURMA BOARD OF DIRECTORS MEETING
ATTENDANCE**

**November 8, 2019
10:30 AM**

**CROWNE PLAZA SAN FRANCISCO AIRPORT HOTEL
1177 Airport Blvd, Burlingame, CA 94010**

Board of Directors:

Campus Name	Representative	Present ✓	Alternate	Present ✓
CSU Bakersfield	Thom Davis	<i>In Person</i>	Tim Ridley	<i>In Person (non-voting)</i>
CSU Office of the Chancellor	Robert Eaton	<i>In Person</i>	Steven Relyea	
CSU Channel Islands	Vacant		Laurie Nichols	<i>Teleconference</i>
CSU Chico	Michael Thorpe	<i>In Person</i>	Ann Sherman	
CSU Dominguez Hills	Ron T. Coley	<i>Teleconference/ Non-Voting</i>	Shauneice Milton	<i>In person</i>
CSU East Bay	Nyassa Love Johnson	<i>In person</i>	Debbie Chaw	
CSU Fresno	Debbie Adishian-Astone		Lisa Kao	<i>In Person</i>
CSU Fullerton	Michael Coughlin	<i>In person</i>	John Beisner	
Humboldt State University	Kimberly Comet	<i>In person</i>	Doug Dawes	
CSU Long Beach	Scott Apel	<i>In Person</i>	Felissa Waynick	<i>In Person (non-voting)</i>
CSU Los Angeles	Lisa Chavez	<i>In Person</i>	Nidavone Niravanh	<i>In Person (non-voting)</i>
California Maritime Academy	Franz Lozano	<i>Teleconference</i>	Michael Martin	<i>Teleconference (non-voting)</i>
CSU Monterey Bay	Kevin Saunders	<i>In Person</i>	Amy Thomas	<i>In Person (non-voting)</i>
CSU Northridge	Edith Winterhalter	<i>In person</i>	Lisa Telles	<i>In person (non-voting)</i>
Cal Poly Pomona	Albert Vasquez	<i>Teleconference</i>	Vacant	
CSU Sacramento	Jonathan Bowman		Gary Rosenblum	
CSU San Bernardino	Beiwei Tu		Douglas R. Freer	
San Diego State University	Agnes Wong Nikerson	<i>Teleconference/ non-voting</i>	Jessica Rentto	

Campus Name	Representative	Present ✓	Alternate	Present ✓
San Francisco State University	Jeff Wilson		Michael Beatty	<i>In Person</i>
San Jose State University	Marla Perez-Guerra	<i>In person</i>	Charlie Faas	
Cal Poly (San Luis Obispo)	Dru Zachmeyer		Cindy Vizcaino Villa	
CSU San Marcos	Neal Hoss	<i>Teleconference</i>	Erin Fullerton	
Sonoma State University	Tyson Hill	<i>In person</i>	Joyce Lopes	
CSU Stanislaus	Regan Linderman		Mary Stephens	

Campus Name	Representative	Present ✓
Chico, Research Foundation	Russell Wittmeier	<i>Teleconference</i>
Dominguez Hills, Loker Student Union	Cecilia Ortiz	<i>In Person</i>
Fullerton, Auxiliary Services Corporation	Chuck Kissel	<i>In Person</i>
Humboldt State University Center	Dave Nakamura	<i>In Person</i>
Monterey Bay, University Corporation	Starr Lee	
Sacramento, University Union Operation	Bill Olmsted	<i>Teleconference</i>
Sacramento, University Enterprises, Inc.	Trina Knight	<i>Teleconference</i>
San Diego, Research Foundation	Leslie Levinson	<i>In Person</i>
San Luis Obispo, Associated Students, Inc.	Dwayne Brummett	
San Marcos, Corporation	Bella Newberg	<i>Teleconference</i>

Staff, Guests and/or Consultants Present:

Melissa Bullaro, California Polytechnic State University, San Luis Obispo
 Todd Dangott, California State University, Sacramento
 Andrew Gasperi, Alliant Insurance Services, Inc.
 Zachary Gifford (CSURMA Secretary/Auditor), CSU Office of the Chancellor
 Tevea Him, Alliant Insurance Services, Inc.
 Daniel Howell, Alliant Insurance Services, Inc.
 Teresa Jackson, California State University, San Marcos
 Robert Leong, Alliant Insurance Services, Inc.
 Susan Leung, Alliant Insurance Services, Inc.
 Amy Lightner, Alliant Insurance Services, Inc.
 Mimi Long, Alliant Insurance Services, Inc.



California State University Risk Management Authority

DRAFT

Kellie Marshall, California State University, Stanislaus
Van Rin, Alliant Insurance Services, Inc.
Mark Thomas, KPMG
Jody Van Leuven, CSU Office of the Chancellor
La Shaunda Wallace, Alliant Insurance Services, Inc.

CSURMA TREASURER'S REPORTS

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 Board is asked to review the Quarterly Investment Report ending December 31, 2019 and March 31, 2020. The CSURMA Treasurer will be on hand to answer questions.

RECOMMENDATION: Staff recommends the Board accept the Treasurer's Report, as presented at today's meeting.

FISCAL IMPACT: None.

BACKGROUND: The objective of reviewing the investment of funds is to assure that policies and procedures are in effect to protect and preserve the JPA's financial assets.

PUBLICATION: None.

ATTACHMENT(S):

- a. Certification of Funds Letters
- b. CSURMA Investment Report - October 1, 2019 to December 31, 2019
- c. CSURMA Investment Report - January 1, 2020 to March 31, 2020



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: Quarterly Investment Report
Ending December 31, 2019

Date: February 17, 2020

Government Code Section 53646(b)(1) requires the Authority's Treasurer to submit to the legislative body (Executive Committee), a quarterly investment report. Attached is the quarterly investment report ending December 31, 2019. The report contains a portfolio summary which includes market value, return, yield, weighted average maturity (WAM), and duration for each of CSURMA Investment Portfolios: the CSU's SWIFT Portfolio and the Fixed Income Portfolio with TCW (Met West).

The funds held in investments are sufficient to meet the Authority's cash-flow needs for the following six (6) months.

As of December 31, 2019, the investments are in compliance with the Master Investment Policy of the Authority dated September 6, 2019 (the "MIP"), as duly authorized by the Executive Committee.

Robert Eaton
Treasurer
CSU Risk Management Authority

CSURMA

Quarterly Investment Report

October 1, 2019 - December 31, 2019

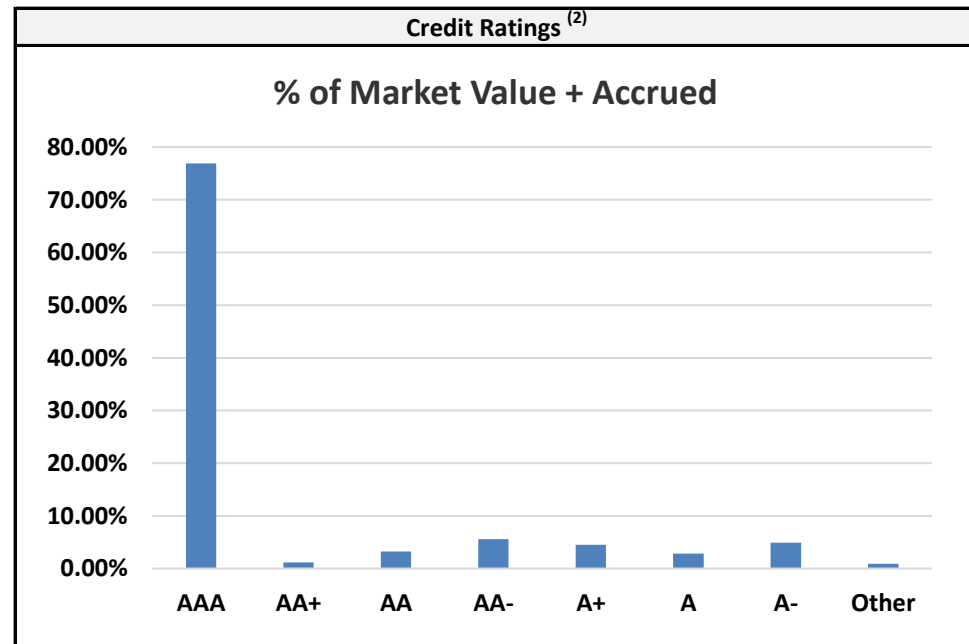
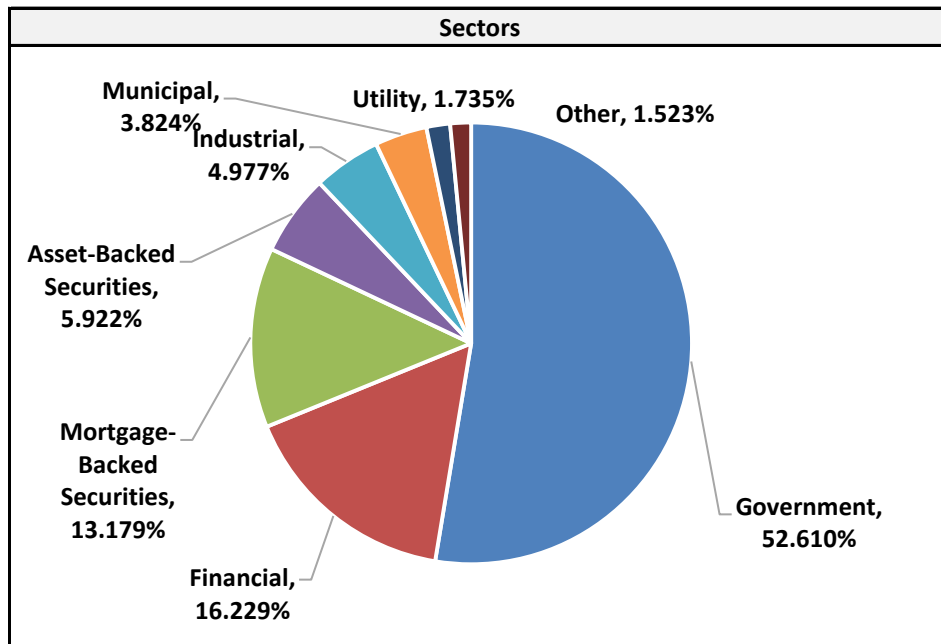
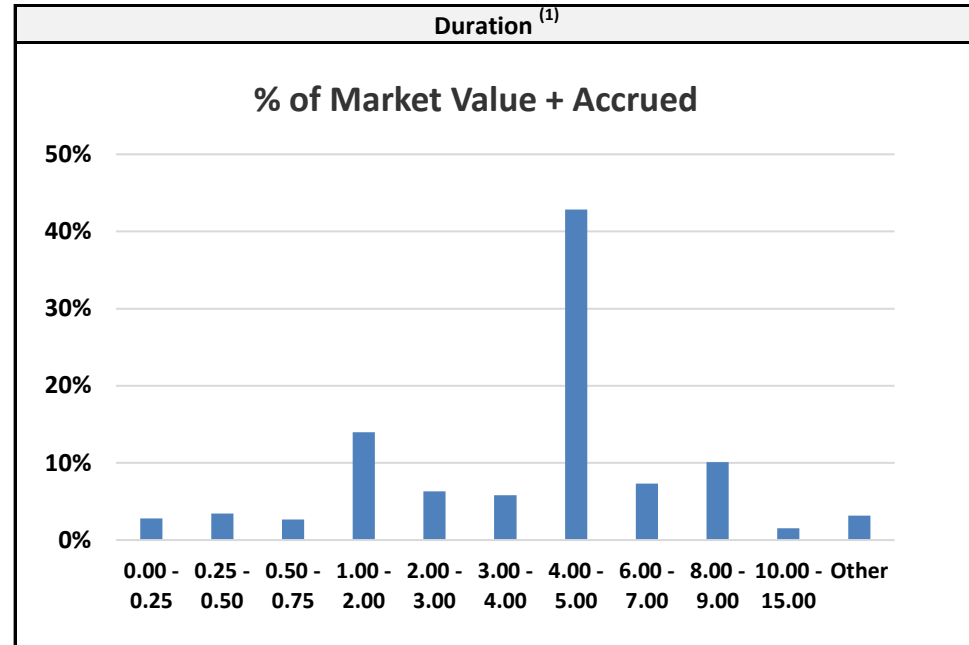
Prepared by Treasury

California State University Risk Management Authority

Fixed Income Portfolio (Auxiliary Investment Platform)

As of 12/31/2019

Portfolio Summary Total	
Total Assets	98,705,717
Duration	4.268
Yield	2.032
Avg Credit Rating	AA/Aa2
QE Performance	-0.074%



⁽¹⁾ The Other category combines duration ranges and in aggregate equals 3.17% of the portfolio.

⁽²⁾ The Other category contains assets that do not fall within the seven specific charted credit ratings. These assets make 0.89% of the portfolio and include the following ratings: BBB+ and BBB-.

California State University Risk Management Authority

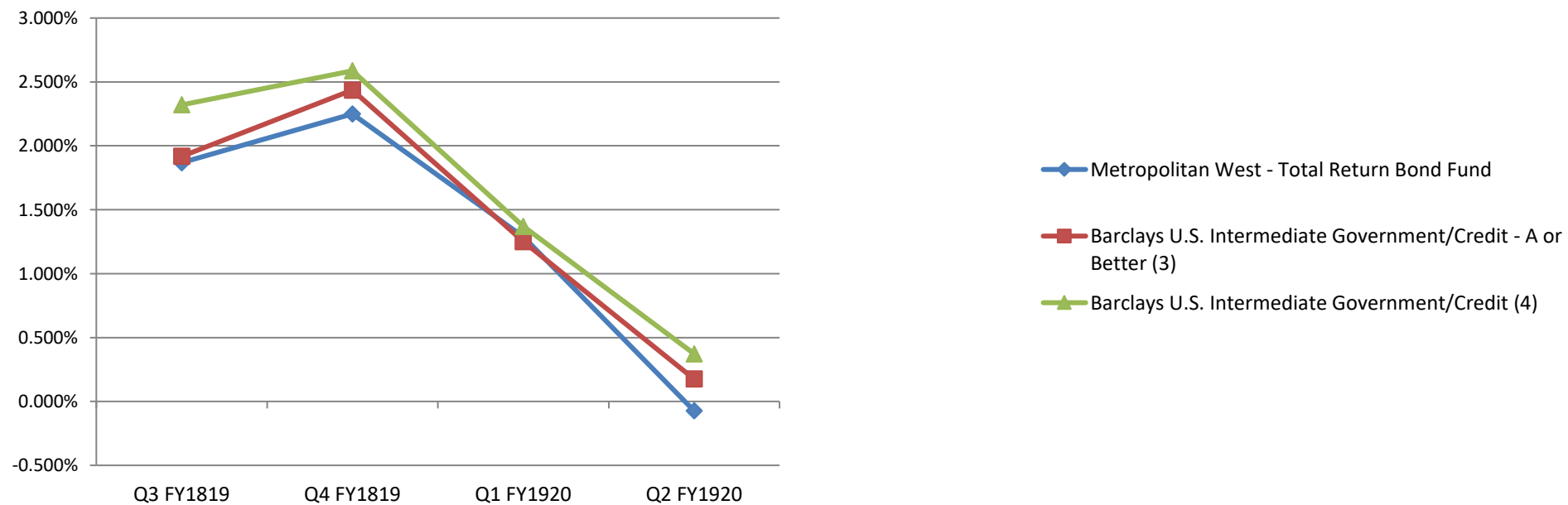
Fixed Income Portfolio (Auxiliary Investment Platform)

Performance Summary

Period Ending 12/31/2019

Account / Index	Market Value	3 Month ⁽¹⁾	Trailing 12 Month ⁽¹⁾	Trailing 3 Year ⁽¹⁾	Trailing 5 Year ⁽¹⁾	Since Inception ⁽¹⁾	Yield	WAM ⁽²⁾	Duration
	12/31/2019	10/01/19 - 12/31/19	01/01/19 - 12/31/19	01/01/17 - 12/31/19	01/01/15 - 12/31/19	07/01/07 - 12/31/19			
Metropolitan West - Total Return Bond Fund	98,705,717	-0.074%	5.424%	2.793%	1.934%	3.399%	2.032	4.633	4.268
Barclays U.S. Intermediate Government/Credit - A or Better ⁽³⁾		0.175%	5.892%	2.872%	2.268%	2.877%	1.783	4.095	3.800
Barclays U.S. Intermediate Government/Credit ⁽⁴⁾		0.373%	6.802%	3.241%	2.570%	3.256%	1.927	4.252	3.913

Account / Index	Q3 FY1819	Q4 FY1819	Q1 FY1920	Q2 FY1920	Trailing 12 Month ⁽¹⁾
	01/01/18 - 03/31/19	04/01/19 - 06/30/19	07/01/19 - 09/30/19	10/01/19 - 12/31/19	01/01/19 - 12/31/19
Metropolitan West - Total Return Bond Fund	1.868%	2.250%	1.288%	-0.074%	5.424%
Barclays U.S. Intermediate Government/Credit - A or Better ⁽³⁾	1.918%	2.437%	1.251%	0.175%	5.892%
Barclays U.S. Intermediate Government/Credit ⁽⁴⁾	2.321%	2.587%	1.369%	0.373%	6.802%



(1) Represents Total Return on the portfolio (Income Return plus Price Return)

(2) Weighted Average Maturity

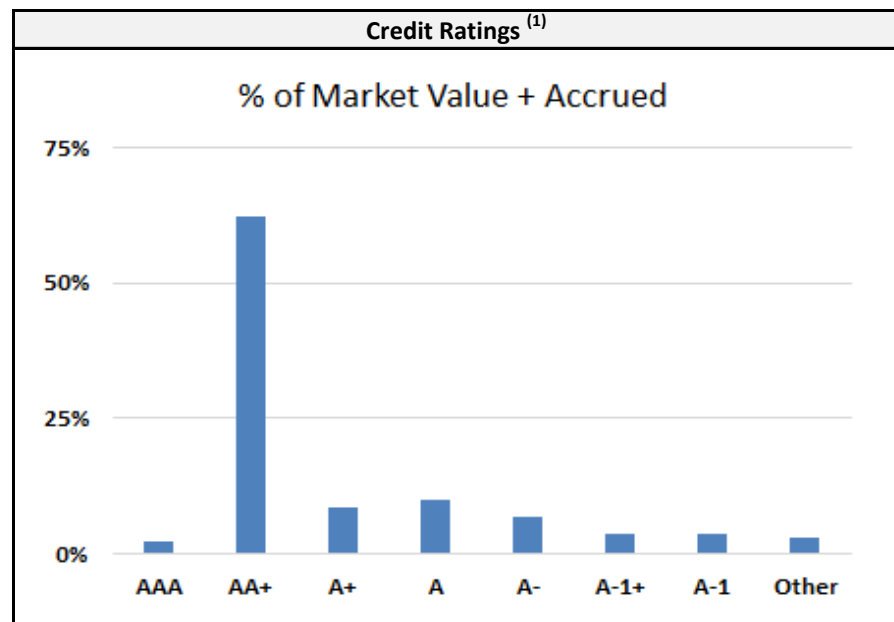
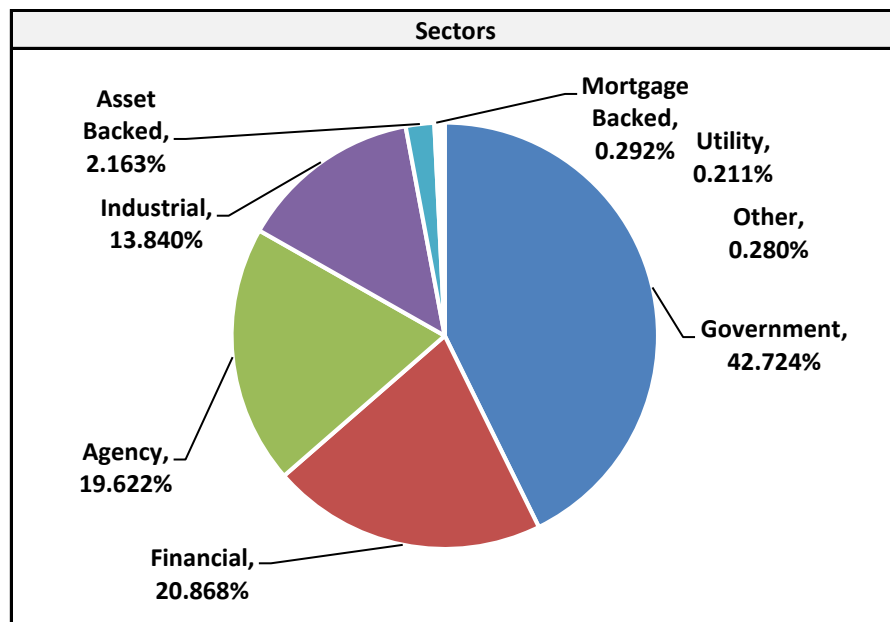
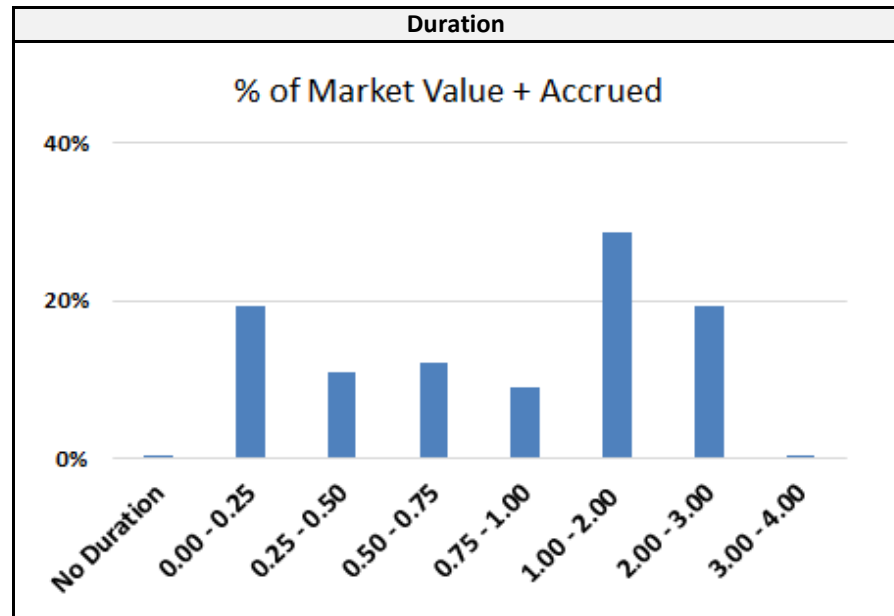
(3) Portfolio Benchmark as of 05/2014.

(4) Portfolio Benchmark prior to 05/2014.

California State University SWIFT Portfolio

As of 12/31/2019

Portfolio Summary Total	
Total Assets	30,299,515
Duration	1.132
Yield	1.753
Avg Credit Rating	AA-/Aa3
QE Performance	0.550%



⁽¹⁾ The other bucket contains assets that do not fall within the top seven credit ratings.

California State University Risk Management Authority

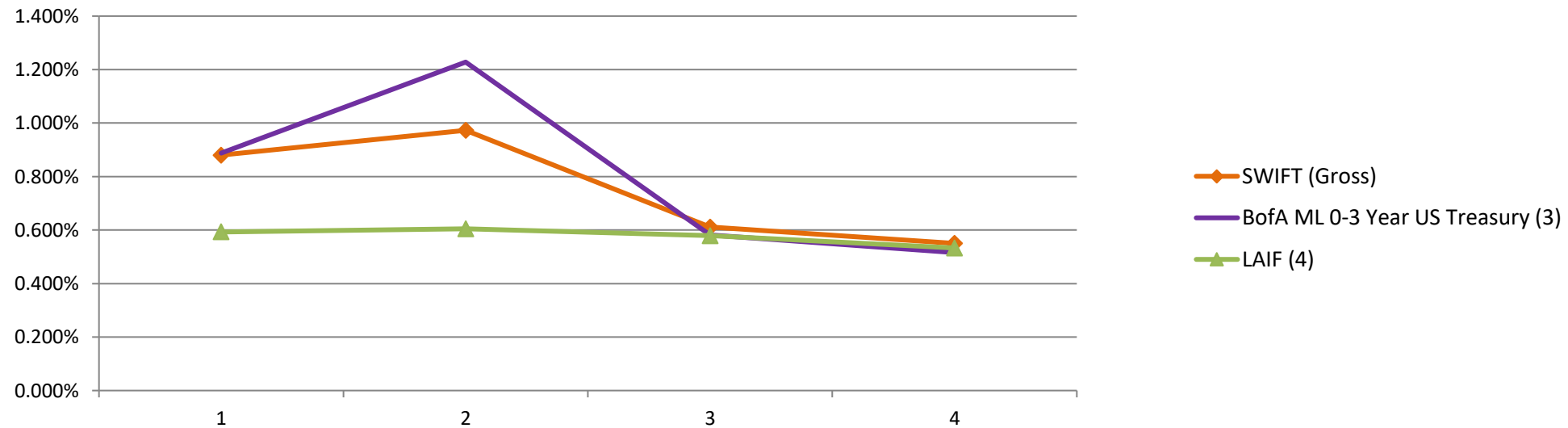
SWIFT Portfolio

Performance Summary

Period Ending 12/31/2019

Account / Index	Market Value	3 Month ⁽¹⁾	Trailing 12 Month ⁽¹⁾	Trailing 3 Year ⁽¹⁾	Trailing 5 Year ⁽¹⁾	Trailing 10 Year ⁽¹⁾	Since Inception ⁽¹⁾	Yield	WAM ⁽²⁾	Duration
SWIFT - CSU Systemwide Investment Fund Trust (Gross)	12/31/19 30,299,515	10/01/19 - 12/31/19 0.550%	01/01/19 - 12/31/19 3.048%	01/01/17 - 12/31/19 1.911%	01/01/15 - 12/31/19 1.468%	01/01/10 - 12/31/19 1.030%	07/01/07 - 12/31/19 1.427%	1.753	1.344	1.132
BofA ML 0-3 Year US Treasury ⁽³⁾		0.516%	3.251%	1.828%	1.336%	1.077%	1.677%	1.617	1.480	1.437
LAIF - Local Agency Investment Fund ⁽⁴⁾		0.533%	2.330%	1.725%	1.214%	0.791%	1.189%	2.149		

Account / Index	Q3 FY1819	Q4 FY1819	Q1 FY1920	Q2 FY1920	Trailing 12 Month ⁽¹⁾
	01/01/19 - 03/31/19	04/01/19 - 06/30/19	07/01/19 - 09/30/19	10/01/19 - 12/31/19	01/01/19 - 12/31/19
SWIFT (Gross)	0.880%	0.973%	0.611%	0.550%	3.048%
BofA ML 0-3 Year US Treasury ⁽³⁾	0.888%	1.228%	0.582%	0.516%	3.251%
LAIF ⁽⁴⁾	0.593%	0.605%	0.579%	0.533%	2.330%



(1) Represents Total Return on the portfolio (Income Return plus Price Return)

(2) Weighted Average Maturity

(3) SWIFT Portfolio Benchmark

(4) LAIF returns calculated by CSUCO Treasury



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: Quarterly Investment Report
Ending March 31, 2020

Date: April 28, 2020

Government Code Section 53646(b)(1) requires the Authority’s Treasurer to submit to the legislative body (Executive Committee), a quarterly investment report. Attached is the quarterly investment report ending March 31, 2020. The report contains a portfolio summary which includes market value, return, yield, weighted average maturity (WAM), and duration for each of CSURMA Investment Portfolios: the CSU’s SWIFT Portfolio and the Fixed Income Portfolio with TCW (Met West).

The funds held in investments are sufficient to meet the Authority’s cash-flow needs for the following six (6) months.

As of March 31, 2020, the investments are in compliance with the Master Investment Policy of the Authority dated September 6, 2019 (the “MIP”), as duly authorized by the Executive Committee.

Robert Eaton
Treasurer
CSU Risk Management Authority

CSURMA

Quarterly Investment Report

January 1, 2020 - March 31, 2020

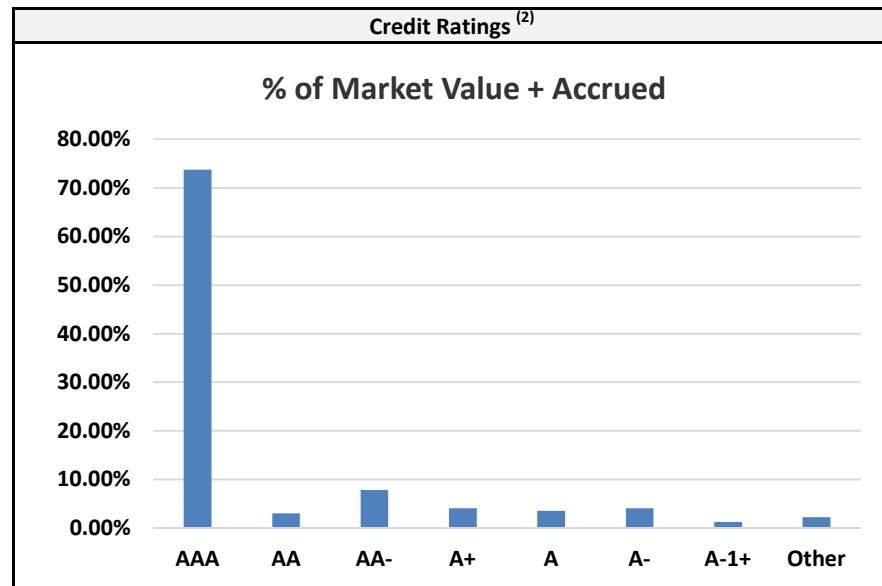
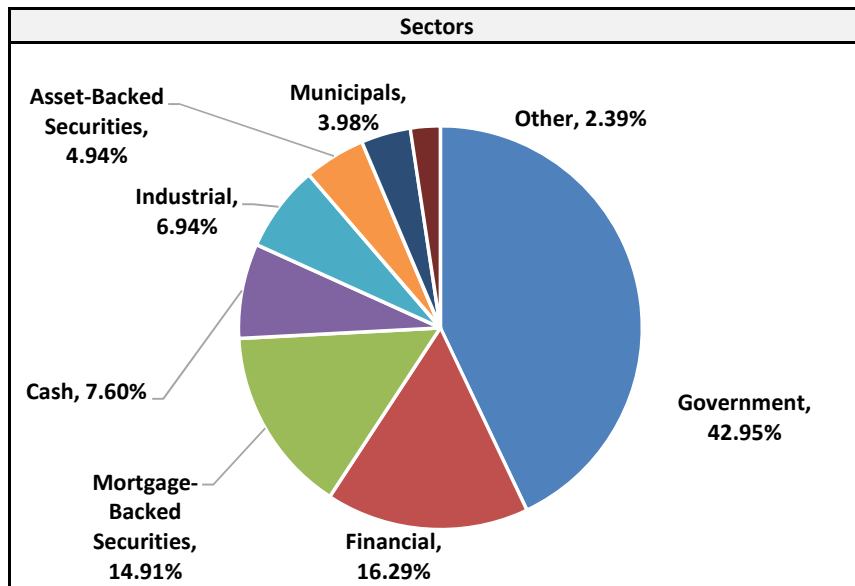
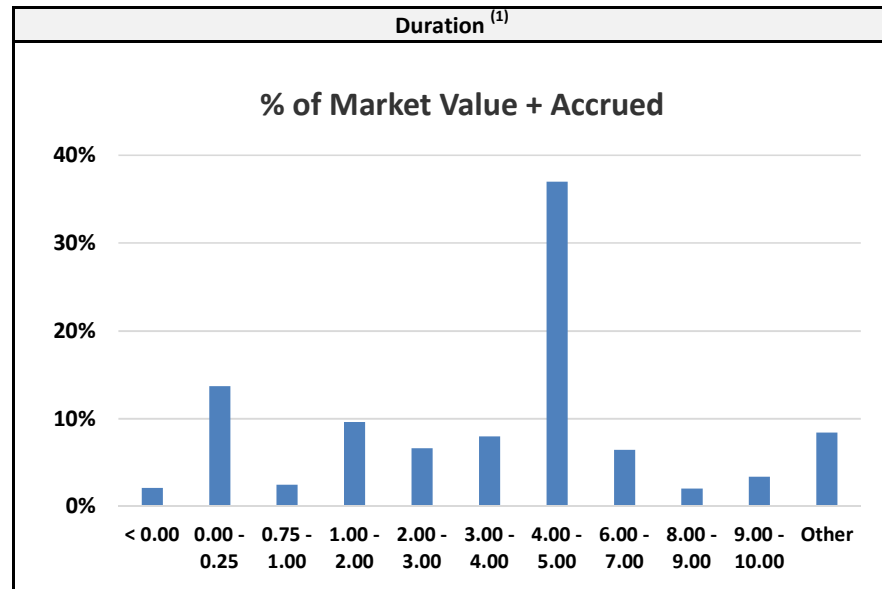
Prepared by Treasury

California State University Risk Management Authority

Fixed Income Portfolio (Auxiliary Investment Platform)

As of 03/31/2020

Portfolio Summary Total	
Total Assets	102,742,832
Duration	3.752
Yield	1.395
Avg Credit Rating	AA/Aa2
QE Performance	4.090%



⁽¹⁾ The Other category combines duration ranges and in aggregate equals 8.44% of the portfolio.

⁽²⁾ The Other category contains assets that do not fall within the seven specific charted credit ratings. These assets make up 2.271% of the portfolio and include the following ratings: AA+, BBB+ and BB.

California State University Risk Management Authority

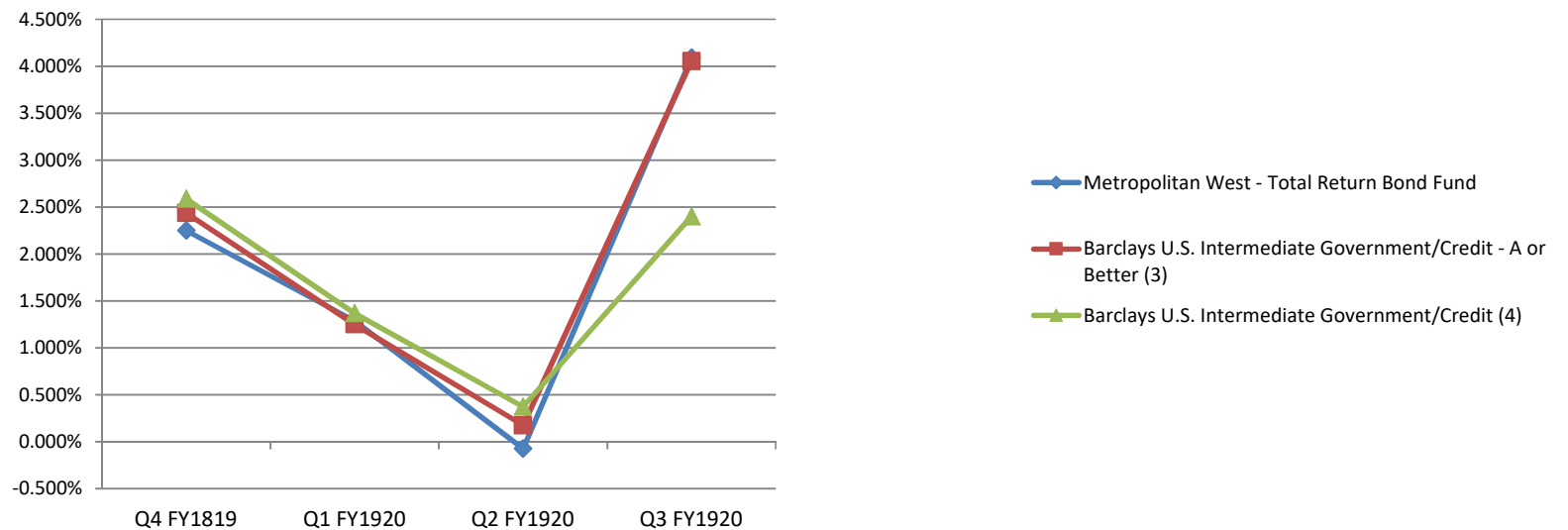
Fixed Income Portfolio (Auxiliary Investment Platform)

Performance Summary

Period Ending 03/31/2020

Account / Index	Market Value	3 Month ⁽¹⁾	Trailing 12 Month ⁽¹⁾	Trailing 3 Year ⁽¹⁾	Trailing 5 Year ⁽¹⁾	Since Inception ⁽¹⁾	Yield	WAM ⁽²⁾	Duration
	03/31/2020	01/01/20 - 03/31/20	04/01/19 - 03/31/20	04/01/17 - 03/31/20	04/01/15 - 03/31/20	07/01/07 - 03/31/20			
Metropolitan West - Total Return Bond Fund	102,742,832	4.090%	7.724%	3.997%	2.580%	3.673%	1.395	3.828	3.752
Barclays U.S. Intermediate Government/Credit - A or Better ⁽³⁾		4.054%	8.111%	4.019%	2.804%	3.158%	0.790	4.084	3.840
Barclays U.S. Intermediate Government/Credit ⁽⁴⁾		2.400%	6.885%	3.788%	2.760%	3.391%	1.279	4.242	3.930

Account / Index	Q4 FY1819	Q1 FY1920	Q2 FY1920	Q3 FY1920	Trailing 12 Month ⁽¹⁾
	04/01/19 - 06/30/19	07/01/19 - 09/30/19	10/01/19 - 12/31/19	01/01/20 - 03/31/20	04/01/19 - 03/31/20
Metropolitan West - Total Return Bond Fund	2.250%	1.288%	-0.074%	4.090%	7.724%
Barclays U.S. Intermediate Government/Credit - A or Better ⁽³⁾	2.437%	1.251%	0.175%	4.054%	8.111%
Barclays U.S. Intermediate Government/Credit ⁽⁴⁾	2.587%	1.369%	0.373%	2.400%	6.885%



(1) Represents Total Return on the portfolio (Income Return plus Price Return)

(2) Weighted Average Maturity

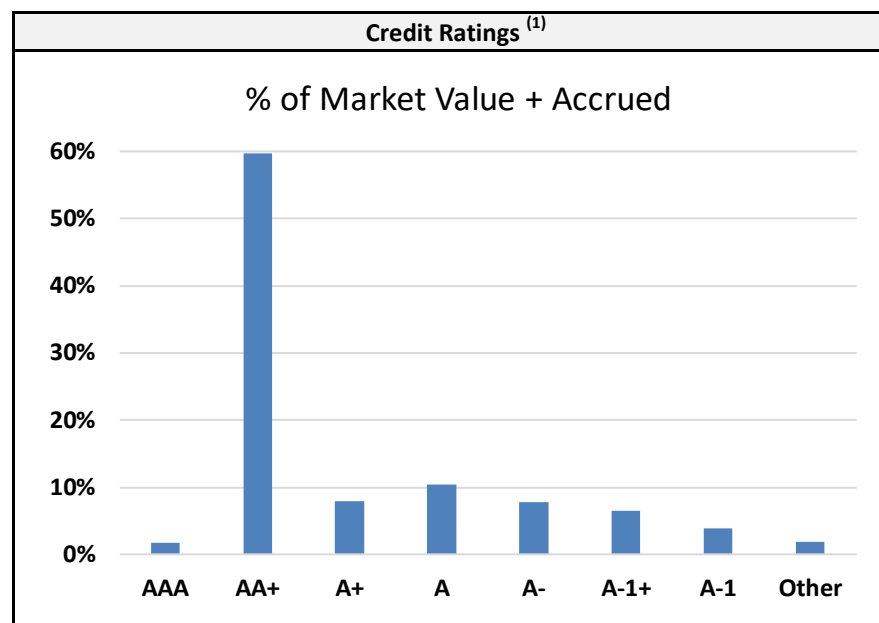
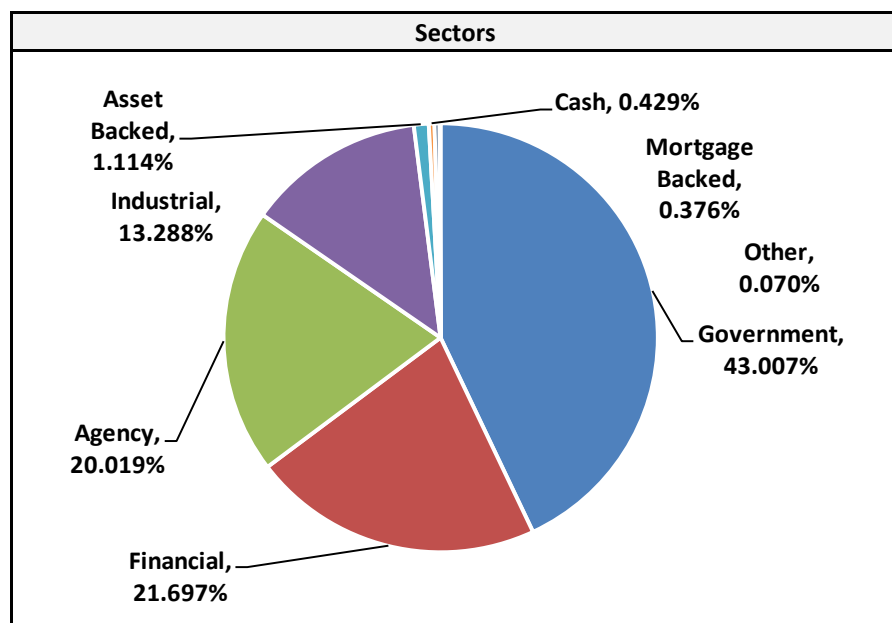
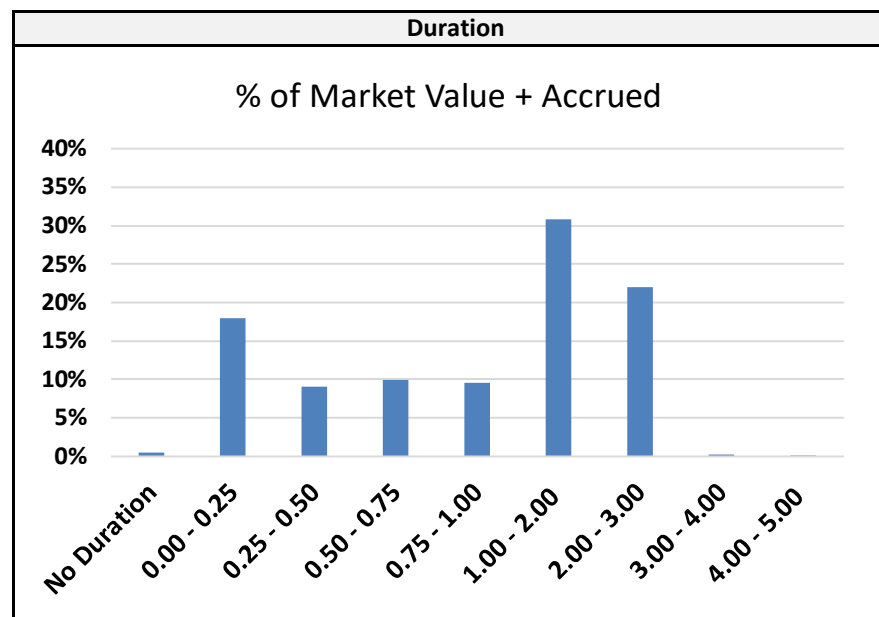
(3) Portfolio Benchmark as of 05/2014.

(4) Portfolio Benchmark prior to 05/2014.

California State University SWIFT Portfolio

As of 03/31/2020

Portfolio Summary Total	
Total Assets	27,362,041
Duration	1.228
Yield	1.017
Avg Credit Rating	AA-/Aa3
QE Performance	1.248%



⁽¹⁾ The other bucket contains assets that do not fall within the top seven credit ratings.

California State University Risk Management Authority

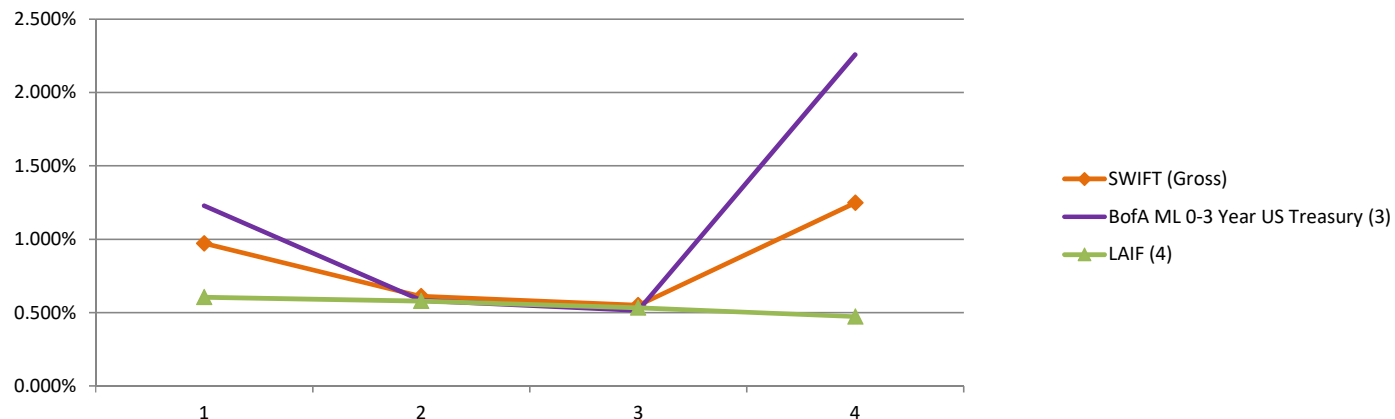
SWIFT Portfolio

Performance Summary

Period Ending 03/31/2020

Account / Index	Market Value	3 Month ⁽¹⁾	Trailing 12 Month ⁽¹⁾	Trailing 3 Year ⁽¹⁾	Trailing 5 Year ⁽¹⁾	Trailing 10 Year ⁽¹⁾	Since Inception ⁽¹⁾	Yield	WAM ⁽²⁾	Duration
SWIFT - CSU Systemwide Investment Fund Trust (Gross)	03/31/20 27,362,041	01/01/20 - 03/31/20 1.248%	04/01/19 - 03/31/20 3.424%	04/01/17 - 03/31/20 2.223%	04/01/15 - 03/31/20 1.640%	04/01/10 - 03/31/20 1.147%	07/01/07 - 03/31/20 1.498%	1.017	1.392	1.228
BofA ML 0-3 Year US Treasury ⁽³⁾		2.258%	4.653%	2.512%	1.712%	1.249%	1.822%	0.162	1.439	1.412
LAIF - Local Agency Investment Fund ⁽⁴⁾		0.472%	2.207%	1.818%	1.296%	0.825%	1.203%	1.903		

Account / Index	Q4 FY1819	Q1 FY1920	Q2 FY1920	Q3 FY1920	Trailing 12 Month ⁽¹⁾
SWIFT (Gross)	04/01/19 - 06/30/19 0.973%	07/01/19 - 09/30/19 0.611%	10/01/19 - 12/31/19 0.550%	01/01/20 - 03/31/20 1.248%	04/01/19 - 03/31/20 3.424%
BofA ML 0-3 Year US Treasury ⁽³⁾	1.228%	0.582%	0.516%	2.258%	4.653%
LAIF ⁽⁴⁾	0.605%	0.579%	0.533%	0.472%	2.207%



(1) Represents Total Return on the portfolio (Income Return plus Price Return)

(2) Weighted Average Maturity

(3) SWIFT Portfolio Benchmark

(4) LAIF returns calculated by CSUCO Treasury

CSURMA’S CONFLICT OF INTEREST CODE

ISSUE: The Board will be asked to review and approve its current Conflict of Interest Code.

RECOMMENDATION: Staff recommends that the Board annually review and approve its CSURMA Conflict of Interest Code. Staff is not recommending any amendments at this time.

FISCAL IMPACT: None.

BACKGROUND: CSURMA’s Conflict of Interest Code was last amended in April 2018 to reflect the below changes:

1. Revise the code to reflect that all forms are now filed electronically.
2. Add wording to reflect that the Risk Management Consultant, Claims Administrators and Program Administrators are outside consultants, but act in a staff capacity.
3. Restate the Chair’s authority regarding determination of disclosure requirements for Consultants and New Positions.

No changes are recommended for 2020.

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The FPPC requires a biennial examination of current programs to ensure that the CSURMA’s code requires disclosure by agency officials who make or participate in making governmental decisions.

PUBLICATION: None.

ATTACHMENT(S):

- a. Conflict of Interest Code for the CSURMA

CONFLICT OF INTEREST CODE FOR THE CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

The Political Reform Act (Cal. Gov. Code Sect. 81000, *et seq.*) requires that state and local government agencies adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest of code of the **California State University Risk Management Authority (CSURMA)**.

Individuals holding designated positions must file their statements of economic interests electronically with the **Fair Political Practices Commission**. All other individuals holding designated positions must file their statements with CSURMA. All statements must be made available for public inspection and reproduction under Government Code Section 81008.

Note: CSURMA cited: Sections 81008, 87300, 87306, Government Code. Reference: Section 87302, Government Code.

**APPENDIX TO
CONFLICT OF INTEREST CODE OF THE
CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY**

<u>Designated Positions *</u>	<u>Disclosure Category:</u>
Members of the AORMA Committee	All
Attorney	All
Risk Management Consultant	All
Secretary-Auditor	All
Claims Administrators	All
Other Consultants/New Position	**

Note: The positions of Risk Management Consultant, Claims Administrators, and Program Director are filled by an outside consultant, but act in a staff capacity.

Officials who manage public investments:

It has been determined that the positions listed below manage public investments and will file a Statement of Economic Interest pursuant to California Government Code Section 87200:

Members of Board of Directors
Alternate Members of Board of Directors
Members of Executive Committee
Chair
Vice-Chair
Program Director
Treasurer

*Certain CSURMA employees and officers may hold more than one position. In the case of an employee or officer who holds two designated positions, that person need file only one Form 700 Statement of Economic Interests covering both/all designated positions. In the case of an employee or official who holds a designated position or positions and is also classified as an official who manages public investments, that person need file only the Form 700 Statement of Economic Interest required under California Government Code Section 87200 for both/all of his or her positions.

**With respect to Consultants/New Position, the Chair of the CSURMA may determine in writing whether a particular Consultant or New Position is hired to perform a range of duties which are limited in scope, and thus, is not required to comply with the disclosure requirements described in these categories. Such determination shall include a description of the Consultant's or New Position's duties, and, based on that description, a statement of the extent of disclosure requirements. The Chair of the CSURMA's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Government Code Section 81008.)

Nothing herein excuses any such consultant from any other provisions of this Conflict of Interest Code. (Government Code Section 81008.) If these positions are held by business firms, the

statement shall be filed by the individual in the firm who has primary responsibility for conducting the firm's business activities for the CSURMA.

Disclosure Categories

Persons designated to report in any of the following categories shall disclose relevant information concerning:

Category 1. Investments and business positions in business entities, and income (including the receipt of loans, gifts, and travel payments), from sources of the type to contract with the CSURMA to supply materials, goods, products, supplies, services, commodities or equipment, or lease space utilized by the CSURMA.

Category 2. Investments and business positions in business entities, and income (including the receipt of loans, gifts, and travel payments), from contractors engaged in the performance of work or services of the type utilized by the CSURMA, including professional services.

Category 3. Investments and business positions in business entities, and income (including the receipt of loans, gifts, and travel payments), from contractors engaged in the business of insurance including, but not limited to, insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries.

Category 4. Investments and business positions in financial institutions, and income (including the receipt of loans, gifts, and travel payments) including, but not limited to, banks, savings and loans associations and credit unions in which the CSURMA has deposited or invested funds during the year preceding the filing of the statement.

Category 5. Investments and business positions in business entities, and income (including the receipt of loans, gifts, and travel payments) from which either have claims pending or during the year preceding the filing of the statement, filed a claim against the CSURMA or any member of the CSURMA.

This is the last page of the conflict of interest code for the **California State University Risk Management Authority**.



CERTIFICATION OF FPPC APPROVAL

Pursuant to Government Code Section 87303, the conflict of interest code for the **California State University Risk Management Authority** was approved on

3/12 2019.

A large, stylized handwritten signature in black ink, appearing to read "John M. Feser, Jr.", written over a horizontal line.

John M. Feser, Jr.
Senior Commission Counsel
Fair Political Practices Commission

Pursuant to Government Code Section 11346.2:

Secretary of State Filing Date:

Effective:

**POLICY AND PROCEDURE NO. 28 - PROCESS FOR APPROVING
AFFINITY GROUP FUNDING SUPPORT**

ISSUE: At its last meeting the Executive Committee approved biennial Affinity Group workshop and training support and asked staff to develop a policy and procedure to direct the process of evaluation and approval. The Program Administrator in coordination with Systemwide Risk Management drafted Policy and Procedure No. 28 – Process for Approving Affinity Group Funding Support.

RECOMMENDATION: The Executive Committee recommends adoption of Policy and Procedure No. 28 – Process for Approving Affinity Group Funding Support.

FISCAL IMPACT: There is no direct cost from action at today’s meeting. Adoption of the policy and procedure is expected to formalize the process of addressing the biennial requests from the Affinity Groups for workshops and training.

BACKGROUND: The draft version of Policy and Procedure No. 28 is attached.

PUBLICATION: Once approved, the policy and procedure will be posted on the CSURMA website.

ATTACHMENT(S):

- a. DRAFT – Policy and Procedure No. 28 – Process for Approving Affinity Group Funding Support



CSURMA

POLICY AND PROCEDURE NO. 28

ADOPTED: MAY 8, 2020

EFFECTIVE: MAY 8, 2020

SUBJECT: AFFINITY GROUP WORKSHOP AND TRAINING SUPPORT

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:

CSURMA was established to support the risk management and risk financing efforts of the CSU and its auxiliary organizations. Part of CSURMA's role involves training and professional development of the CSU community in the areas addressed by the Risk Management, Environmental Health and Safety, Workers' Compensation, and Emergency Management and Business Continuity Affinity Groups (Affinity Groups). It is the policy of the CSURMA that the CSURMA Executive Committee may establish a budget to support systemwide workshops and training for the Affinity Groups and that any CSURMA budget support will be applied as described in this Policy and Procedure No. 28.

PROCEDURE:

CSURMA supports training and professional development in concert with CSU's Systemwide Office of Risk Management's Fitting the Pieces Conference which will be held in fiscal years starting in even numbered years. For fiscal years starting in odd numbered years, the CSURMA Board of Directors may adopt a budget that includes an agreed amount of funding Affinity Groups to use on systemwide professional development workshops and trainings.

If CSURMA's adopted budget includes funding for Affinity Group training the following process shall apply to obtain funding support from CSURMA:

1. The Chair of an Affinity Group, or Chairs of multiple Affinity Groups if they desire to apply jointly, may submit a proposal to the CSURMA Secretary-Auditor describing the proposed systemwide professional development workshop or training and the educational goals of the proposal. The proposal shall include the estimated number of systemwide participants and cost of the workshop or training. The maximum amount to be funded is \$10,000 per affinity group (Risk Managers, Environmental Health & Safety, Emergency Managers/COOP coordinators and Workers' Compensation).
2. The CSURMA Secretary-Auditor shall review the proposal, and as the Secretary-Auditor in his or her sole discretion decides, may recommend to the CSURMA Treasurer approval of CSURMA support and a recommended amount of funding towards the proposal from

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CSURMA

POLICY AND PROCEDURE NO. 28

CSURMA. If the Secretary-Auditor does not recommend approval or full funding of the proposal, the Affinity Group shall be advised of the reasons and offered the opportunity to amend the group's proposal.

3. The CSURMA Treasurer shall review the Secretary-Auditor's recommendation and take action to approve, reject or adjust the recommended funding in his or her sole discretion. If the Treasurer does not approve the proposal as presented by the Secretary-Auditor, the Affinity Group shall be advised of the reasons and offered the opportunity to amend the group's proposal.
4. An Affinity Group may appeal the decision of the Treasurer to the CSURMA Executive Committee, whose decision on the proposal shall be final.

ADOPTION OF THE FY 2020/21 CSURMA OPERATING BUDGET

ISSUE: CSURMA’s next fiscal year begins on July 1, 2020. The FY 2020/21 operating budget is to be approved by the Board of Directors at today’s meeting. The Chancellor’s Office Enterprise Accounting Services and the Program Administrators worked together to develop a draft FY 2020/21 budget.

Major features of the proposed Campus budget include:

- 12.2% increase in Total Operating Revenues from \$84,123,822 to \$94,409,404.
- 3.5% increase in Total Operating Expenses from \$88,055,434 to \$91,126,965.
- Net Surplus increase from (\$3,314,771) to \$3,684,575.
- Retained Earnings increases from \$24,217,586 to \$27,902,161 at June 30, 2021.

Major features of the proposed AORMA budget include:

- 7.0% decrease in Total Operating Revenues from \$9,291,783 to \$8,643,740.
- 1.4% increase in Total Operating Expenses from \$10,903,015 to \$11,059,067.
- Net Deficit increase from (\$1,416,850) to (\$2,225,791).
- Retained Earnings decrease from \$16,630,274 to \$14,404,483 at June 30, 2021.

Staff will be present at today’s meeting to review the proposed budget.

RECOMMENDATION: The Board of Directors is asked to review and adopt the FY 2020/21 budget as presented.

FISCAL IMPACT: The proposed budget is estimated to produce a Net Surplus of \$1,460,400. Retained Earnings is estimated increase from \$31,928,415 to \$33,388,816 at June 30, 2021.

BACKGROUND: The proposed budget is detailed by program in the draft document included with the agenda packet.

PUBLICATION: None.

ATTACHMENT(S):

- a. Draft FY 2020/21 CSURMA Budget of Revenues and Expenses
- b. Resolution No. 01-20 (BOD) Resolution Adopting the CSURMA Operating Budget for FY 2020/21

CSURMA

**Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021**

OPERATING BUDGET

**Executive Committee
Board of Directors**

May 8, 2020

PROPOSED

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

TOTAL: ALL FUNDS

	<i>Final</i> <u>FY 19/20</u> <u>Budget</u>	<i>Proposed</i> <u>FY 20/21</u> <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Operating Revenues				
Contributions	118,034,699	130,482,451	12,447,752	10.5%
Reinsurance Premiums	-13,126,744	-15,813,369	-2,686,625	20.5%
Total Operating Revenues	<u>104,907,955</u>	<u>114,669,082</u>	<u>9,761,127</u>	<u>9.3%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	61,079,362	62,707,891	1,628,529	2.7%
Deductible Recoveries	-3,803,763	-4,706,341	-902,578	23.7%
Claims Administrators	4,517,260	4,646,055	128,795	2.9%
Management Information System	125,541	205,073	79,531	63.4%
Program Administrators	2,821,119	2,842,189	21,070	0.7%
Brokerage Commissions & Fees	1,428,437	1,490,966	62,529	4.4%
Insurance Premiums (net of brokerage)	57,828,501	61,179,298	3,350,797	5.8%
Taxes, Assessments & Fees	310,494	324,669	14,175	4.6%
Actuarial Services	34,913	35,694	781	2.2%
Claims Audit	11,500	11,500	0	0.0%
Coverage Counsel	15,000	15,000	0	0.0%
Program Legal	24,500	24,500	0	0.0%
Miscellaneous Program Services	10,300	16,716	6,416	62.3%
Workshop/Training Expenses	222,100	239,660	17,560	7.9%
Loss Control Expenses	1,070,252	2,096,873	1,026,621	95.9%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	-19,757,706	-20,559,384	-801,678	4.1%
Program Committee	8,446	8,446	0	0.0%
Dividend Distributions	6,135,297	3,050,854	-3,084,443	-50.3%
Total Direct Program Expenses	<u>112,081,553</u>	<u>113,629,658</u>	<u>1,548,105</u>	<u>1.4%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

TOTAL: ALL FUNDS

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
General & Administrative Expenses				
Financial Audit	40,000	41,200	1,200	3.0%
Executive Committee & Board Expenses	36,458	37,552	1,094	3.0%
JPA Insurance	17,139	18,176	1,037	6.1%
Memberships, Associations & Dues	46,115	47,499	1,383	3.0%
Chancellor's Office Accounting Services	412,000	424,303	12,303	3.0%
Chancellor's Office Risk Management Service	1,159,500	1,349,500	190,000	16.4%
JPA Accreditation	0	0	0	0.0%
JPA Legal	114,736	130,398	15,662	13.7%
Miscellaneous Expenses	29,451	30,396	945	3.2%
Total General & Administrative Expenses	<u>1,855,399</u>	<u>2,079,024</u>	<u>223,625</u>	<u>12.1%</u>
Total Operating Expenses	<u>113,936,952</u>	<u>115,708,682</u>	<u>1,771,730</u>	<u>1.6%</u>
Non-Operating Revenues				
Investment Income	2,500,000	2,500,000	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>2,500,000</u>	<u>2,500,000</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-6,528,997</u>	<u>1,460,400</u>	<u>7,989,397</u>	<u>122.4%</u>
Beginning Retained Earnings	38,457,412	31,928,415	-6,528,997	-17.0%
Ending Retained Earnings	31,928,415	33,388,816	1,460,400	4.6%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

GENERAL FUND

*To allocate General Expenses
across All Program Funds*

<i>Final</i>	<i>Proposed</i>	<i>Budget</i>	<i>Percent</i>
<u>FY 19/20</u>	<u>FY 20/21</u>	<u>Change</u>	<u>Change</u>
<u>Budget</u>	<u>Budget</u>		

Operating Revenues

Reinsurance Premiums

Total Operating Revenues

Operating Expenses

Direct Program Expenses

- Claims Payments & Legal Expenses
- Deductible Recoveries
- Claims Administrators
- Management Information System
- Program Administrators
- Brokerage Commissions & Fees
- Insurance Premiums (net of brokerage)
- Taxes, Assessments & Fees
- Actuarial Services
- Claims Audit
- Coverage Counsel
- Program Legal
- Miscellaneous Program Services
- Workshop/Training Expenses
- Loss Control Expenses

- Appraisals
- Excess/Reinsurance Recoveries
- Program Committee
- Dividend Distributions

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

GENERAL FUND

To allocate General Expenses
across All Program Funds

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<i>Budget</i> <u>Change</u>	<i>Percent</i> <u>Change</u>
Total Direct Program Expenses				
General & Administrative Expenses				
Financial Audit	40,000	41,200	1,200	3.0%
Executive Committee & Board Expenses	36,458	37,552	1,094	3.0%
JPA Insurance	17,139	17,653	514	3.0%
Memberships, Associations & Dues	46,115	47,499	1,383	3.0%
Chancellor's Office Accounting Services	412,000	424,360	12,360	3.0%
Chancellor's Office Risk Management Service	1,159,500	1,349,500	190,000	16.4%
JPA Accreditation	0	0	0	0.0%
JPA Legal	114,736	118,178	3,442	3.0%
Miscellaneous Expenses	29,451	30,334	884	3.0%
Total General & Administrative Expenses	<u>1,855,399</u>	<u>2,066,276</u>	<u>210,877</u>	<u>11.4%</u>
Total Operating Expenses	<u>1,855,399</u>	<u>2,066,276</u>	<u>210,877</u>	<u>11.4%</u>
Non-Operating Revenues				
Investment Income	2,500,000	2,500,000	0	0.0%
Interest Income - Loans (separate fund)	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>2,500,000</u>	<u>2,500,000</u>	<u>0</u>	<u>0.0%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

TOTAL: CAMPUS PROGRAMS

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Operating Revenues				
Contributions	93,738,415	105,946,916	12,208,501	13.0%
Reinsurance Premiums	-9,614,593	-11,537,512	-1,922,919	20.0%
Total Operating Revenues	<u>84,123,822</u>	<u>94,409,404</u>	<u>10,285,583</u>	<u>12.2%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	55,531,244	57,384,220	1,852,976	3.3%
Deductible Recoveries	-3,703,763	-4,606,341	-902,578	24.4%
Claims Administrators	4,237,591	4,364,719	127,128	3.0%
Management Information System	112,714	191,998	79,284	70.3%
Program Administrators	1,449,571	1,445,927	-3,644	-0.3%
Brokerage Commissions & Fees	1,044,092	1,094,035	49,942	4.8%
Insurance Premiums (net of brokerage)	40,694,136	45,409,333	4,715,197	11.6%
Taxes, Assessments & Fees	243,029	255,180	12,151	5.0%
Actuarial Services	22,445	23,051	606	2.7%
Claims Audit	5,000	5,000	0	0.0%
Coverage Counsel	10,000	10,000	0	0.0%
Program Legal	22,000	22,000	0	0.0%
Miscellaneous Program Services	9,046	15,541	6,495	71.8%
Workshop/Training Expenses	182,698	191,812	9,115	5.0%
Loss Control Expenses	861,695	1,788,232	926,536	107.5%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	-17,669,152	-18,470,830	-801,678	4.5%
Program Committee	3,090	3,090	0	0.0%
Dividend Distributions	5,000,000	2,000,000	-3,000,000	-60.0%
Total Direct Program Expenses	<u>88,055,434</u>	<u>91,126,965</u>	<u>3,071,531</u>	<u>3.5%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

TOTAL: CAMPUS PROGRAMS

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
General & Administrative Expenses				
Financial Audit	31,845	33,490	1,645	5.2%
Executive Committee & Board Expenses	29,025	30,525	1,500	5.2%
JPA Insurance	13,645	14,350	705	5.2%
Memberships, Associations & Dues	36,714	38,610	1,897	5.2%
Chancellor's Office Accounting Services	328,006	344,951	16,946	5.2%
Chancellor's Office Risk Management Service	923,113	1,096,974	173,862	18.8%
JPA Accreditation	0	0	0	0.0%
JPA Legal	91,345	108,284	16,939	18.5%
Miscellaneous Expenses	23,447	24,658	1,211	5.2%
Total General & Administrative Expenses	<u>1,477,139</u>	<u>1,691,844</u>	<u>214,705</u>	<u>14.5%</u>
Total Operating Expenses	<u>89,532,573</u>	<u>92,818,809</u>	<u>3,286,236</u>	<u>3.7%</u>
Non-Operating Revenues				
Investment Income	2,093,980	2,093,980	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>2,093,980</u>	<u>2,093,980</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-3,314,771</u>	<u>3,684,575</u>	<u>6,999,347</u>	<u>211.2%</u>
Beginning Retained Earnings	27,532,357	24,217,586	-3,314,771	-12.0%
Ending Retained Earnings	24,217,586	27,902,161	3,684,575	15.2%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS LIABILITY PROGRAM

(Fund 10)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	18,605,268	23,256,585	4,651,317	25.0%
Reinsurance Premiums	-2,403,179	-2,883,815	-480,636	20.0%
Total Operating Revenues	<u>16,202,089</u>	<u>20,372,770</u>	<u>4,170,681</u>	<u>25.7%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	12,369,039	14,151,436	1,782,397	14.4%
Deductible Recoveries	-3,703,763	-4,606,341	-902,578	24.4%
Claims Administrators	0	0	0	0.0%
Management Information System	50,922	70,000	19,078	37.5%
Program Administrators	277,142	277,142	0	0.0%
Brokerage Commissions & Fees	391,297	391,297	0	0.0%
Insurance Premiums (net of brokerage)	3,325,854	3,991,024	665,171	20.0%
Taxes, Assessments & Fees	243,029	255,180	12,151	5.0%
Actuarial Services	6,754	6,957	203	3.0%
Claims Audit	5,000	5,000	0	0.0%
Coverage Counsel	10,000	10,000	0	0.0%
Program Legal	22,000	22,000	0	0.0%
Miscellaneous Program Services	1,823	8,000	6,177	338.9%
Workshop/Training Expenses	38,193	42,128	3,935	10.3%
Loss Control Expenses	536,145	898,710	362,566	67.6%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	0	0	0	0.0%
Dividend Distributions	2,000,000	0	-2,000,000	-100.0%
Total Direct Program Expenses	<u>15,573,434</u>	<u>15,522,533</u>	<u>-50,901</u>	<u>-0.3%</u>

CSURMA
 Cash Flow Budget of Revenues and Expenses
 Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS LIABILITY PROGRAM

(Fund 10)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	6,417	7,507	1,090	17.0%
Executive Committee & Board Expenses	5,849	6,843	994	17.0%
JPA Insurance	2,750	3,217	467	17.0%
Memberships, Associations & Dues	7,398	8,655	1,257	17.0%
Chancellor's Office Accounting Services	66,096	77,327	11,231	17.0%
Chancellor's Office Risk Management Service	186,015	245,905	59,890	32.2%
JPA Accreditation	0	0	0	0.0%
JPA Legal	18,407	21,534	3,128	17.0%
Miscellaneous Expenses	4,725	5,527	803	17.0%
Total General & Administrative Expenses	<u>297,656</u>	<u>376,515</u>	<u>78,859</u>	<u>26.5%</u>
Total Operating Expenses	<u>15,871,090</u>	<u>15,899,049</u>	<u>27,958</u>	<u>0.2%</u>
Non-Operating Revenues				
Investment Income	644,192	644,192	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>644,192</u>	<u>644,192</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>975,191</u>	<u>5,117,914</u>	<u>4,142,723</u>	<u>424.8%</u>
Beginning Retained Earnings	6,054,095	7,029,286	975,191	16.1%
Ending Retained Earnings	7,029,286	12,147,199	5,117,914	72.8%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS WORKERS' COMPENSATION PROGRAM

(Fund 11)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	40,781,992	42,821,092	2,039,100	5.0%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>40,781,992</u>	<u>42,821,092</u>	<u>2,039,100</u>	<u>5.0%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	21,093,821	20,957,647	-136,174	-0.6%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	3,964,641	4,083,580	118,939	3.0%
Management Information System	35,580	95,000	59,420	167.0%
Program Administrators	760,370	749,728	-10,642	-1.4%
Brokerage Commissions & Fees	0	0	0	0.0%
Insurance Premiums (net of brokerage)	33,807,361	35,497,729	1,690,368	5.0%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	9,760	10,053	293	3.0%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	3,995	4,115	120	3.0%
Workshop/Training Expenses	91,799	94,553	2,754	3.0%
Loss Control Expenses	258,906	818,625	559,720	216.2%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	-17,169,152	-17,970,830	-801,678	4.7%
Program Committee	0	0	0	0.0%
Dividend Distributions	3,000,000	2,000,000	-1,000,000	-33.3%
Total Direct Program Expenses	<u>45,857,081</u>	<u>46,340,201</u>	<u>483,120</u>	<u>1.1%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS WORKERS' COMPENSATION PROGRAM

(Fund 11)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	14,066	13,823	-243	-1.7%
Executive Committee & Board Expenses	12,820	12,599	-221	-1.7%
JPA Insurance	6,027	5,923	-104	-1.7%
Memberships, Associations & Dues	16,216	15,936	-280	-1.7%
Chancellor's Office Accounting Services	144,880	142,377	-2,502	-1.7%
Chancellor's Office Risk Management Service	407,738	452,771	45,034	11.0%
JPA Accreditation	0	0	0	0.0%
JPA Legal	40,347	50,000	9,653	23.9%
Miscellaneous Expenses	10,356	10,177	-179	-1.7%
Total General & Administrative Expenses	<u>652,450</u>	<u>703,607</u>	<u>51,157</u>	<u>7.8%</u>
Total Operating Expenses	<u>46,509,531</u>	<u>47,043,808</u>	<u>534,276</u>	<u>1.1%</u>
Non-Operating Revenues				
Investment Income	1,107,513	1,107,513	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>1,107,513</u>	<u>1,107,513</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-4,620,026</u>	<u>-3,115,203</u>	<u>1,504,823</u>	<u>-32.6%</u>
Beginning Retained Earnings	15,586,648	10,966,621	-4,620,026	-29.6%
Ending Retained Earnings	10,966,621	7,851,418	-3,115,203	-28.4%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS IDL NDL UI PROGRAM *

(Fund 12)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	16,800,000	17,304,000	504,000	3.0%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>16,800,000</u>	<u>17,304,000</u>	<u>504,000</u>	<u>3.0%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	16,275,137	16,275,137	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	72,100	74,263	2,163	3.0%
Management Information System	14,201	14,627	426	3.0%
Program Administrators	178,153	178,153	0	0.0%
Brokerage Commissions & Fees	0	0	0	0.0%
Insurance Premiums (net of brokerage)	0	0	0	0.0%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	1,449	1,356	-93	-6.4%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	1,646	1,574	-72	-4.4%
Workshop/Training Expenses	25,458	23,905	-1,553	-6.1%
Loss Control Expenses	0	0	0	0.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	0	0	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>16,568,143</u>	<u>16,569,013</u>	<u>871</u>	<u>0.0%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS IDL NDL UI PROGRAM *

(Fund 12)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	5,794	5,586	-209	-3.6%
Executive Committee & Board Expenses	5,281	5,091	-190	-3.6%
JPA Insurance	2,483	2,393	-89	-3.6%
Memberships, Associations & Dues	6,680	6,440	-240	-3.6%
Chancellor's Office Accounting Services	59,683	57,535	-2,148	-3.6%
Chancellor's Office Risk Management Service	167,966	182,965	14,999	8.9%
JPA Accreditation	0	0	0	0.0%
JPA Legal	16,621	16,023	-598	-3.6%
Miscellaneous Expenses	4,266	4,113	-154	-3.6%
Total General & Administrative Expenses	<u>268,775</u>	<u>280,145</u>	<u>11,371</u>	<u>4.2%</u>
Total Operating Expenses	<u>16,836,918</u>	<u>16,849,159</u>	<u>12,241</u>	<u>0.1%</u>
Non-Operating Revenues				
Investment Income	149,798	149,798	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>149,798</u>	<u>149,798</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>112,880</u>	<u>604,639</u>	<u>491,759</u>	<u>435.6%</u>
Beginning Retained Earnings	109,456	222,336	112,880	103.1%
Ending Retained Earnings	222,336	826,976	604,639	271.9%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS PROPERTY PROGRAM

(Fund 13)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	11,381,659	15,365,240	3,983,581	35.0%
Reinsurance Premiums	-7,211,414	-8,653,697	-1,442,283	20.0%
Total Operating Revenues	<u>4,170,245</u>	<u>6,711,542</u>	<u>2,541,298</u>	<u>60.9%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	2,000,000	2,000,000	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	0	0	0	0.0%
Management Information System	7,741	7,974	232	3.0%
Program Administrators	223,002	230,000	6,998	3.1%
Brokerage Commissions & Fees	650,058	700,000	49,942	7.7%
Insurance Premiums (net of brokerage)	2,485,394	4,100,000	1,614,606	65.0%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	981	1,204	223	22.7%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	1,115	1,397	282	25.3%
Workshop/Training Expenses	17,247	21,226	3,979	23.1%
Loss Control Expenses	66,645	70,896	4,251	6.4%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	-500,000	-500,000	0	0.0%
Program Committee	0	0	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>4,952,184</u>	<u>6,632,697</u>	<u>1,680,514</u>	<u>33.9%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS PROPERTY PROGRAM

(Fund 13)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	3,926	4,960	1,034	26.4%
Executive Committee & Board Expenses	3,578	4,521	943	26.4%
JPA Insurance	1,682	2,125	443	26.4%
Memberships, Associations & Dues	4,526	5,718	1,193	26.4%
Chancellor's Office Accounting Services	40,434	51,088	10,655	26.4%
Chancellor's Office Risk Management Service	113,794	162,465	48,672	42.8%
JPA Accreditation	0	0	0	0.0%
JPA Legal	11,260	14,227	2,967	26.4%
Miscellaneous Expenses	2,890	3,652	762	26.4%
Total General & Administrative Expenses	<u>182,089</u>	<u>248,757</u>	<u>66,668</u>	<u>36.6%</u>
Total Operating Expenses	<u>5,134,273</u>	<u>6,881,455</u>	<u>1,747,182</u>	<u>34.0%</u>
Non-Operating Revenues				
Investment Income	88,899	88,899	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>88,899</u>	<u>88,899</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-875,129</u>	<u>-81,013</u>	<u>794,116</u>	<u>-90.7%</u>
Beginning Retained Earnings	4,026,528	3,151,399	-875,129	-21.7%
Ending Retained Earnings	3,151,399	3,070,386	-81,013	-2.6%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS ATHLETIC INJURY MEDICAL EXPENSE

(Fund 14)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	4,760,949	5,000,000	239,051	5.0%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>4,760,949</u>	<u>5,000,000</u>	<u>239,051</u>	<u>5.0%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	3,793,247	4,000,000	206,753	5.5%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	200,850	206,876	6,026	3.0%
Management Information System	4,269	4,397	128	3.0%
Program Administrators	10,904	10,904	0	0.0%
Brokerage Commissions & Fees	2,738	2,738	0	0.0%
Insurance Premiums (net of brokerage)	19,980	20,579	599	3.0%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	3,501	3,482	-19	-0.5%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	466	455	-12	-2.5%
Workshop/Training Expenses	10,000	10,000	0	0.0%
Loss Control Expenses	0	0	0	0.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	3,090	3,090	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>4,049,045</u>	<u>4,262,520</u>	<u>213,475</u>	<u>5.3%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS ATHLETIC INJURY MEDICAL EXPENSE

(Fund 14)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	1,642	1,614	-28	-1.7%
Executive Committee & Board Expenses	1,497	1,471	-26	-1.7%
JPA Insurance	704	692	-12	-1.7%
Memberships, Associations & Dues	1,893	1,861	-32	-1.7%
Chancellor's Office Accounting Services	16,913	16,625	-289	-1.7%
Chancellor's Office Risk Management Service	47,600	52,868	5,268	11.1%
JPA Accreditation	0	0	0	0.0%
JPA Legal	4,710	6,500	1,790	38.0%
Miscellaneous Expenses	1,209	1,188	-21	-1.7%
Total Non-Operating Revenues	<u>76,168</u>	<u>82,818</u>	<u>6,650</u>	<u>8.7%</u>
Total Operating Expenses	<u>4,125,213</u>	<u>4,345,339</u>	<u>220,126</u>	<u>5.3%</u>
Non-Operating Revenues				
Investment Income	103,578	103,578	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>103,578</u>	<u>103,578</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>739,314</u>	<u>758,240</u>	<u>18,925</u>	<u>2.6%</u>
Beginning Retained Earnings	2,475,707	3,215,021	739,314	29.9%
Ending Retained Earnings	3,215,021	3,973,261	758,240	23.6%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS AUTO LIABILITY PROGRAM *

(Fund 15)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Operating Revenues				
Contributions	1,408,547	2,200,000	791,453	56.2%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>1,408,547</u>	<u>2,200,000</u>	<u>791,453</u>	<u>56.2%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	0	0	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	0	0	0	0.0%
Management Information System	0	0	0	0.0%
Program Administrators	0	0	0	0.0%
Brokerage Commissions & Fees	0	0	0	0.0%
Insurance Premiums (net of brokerage)	1,055,547	1,800,000	744,453	70.5%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	0	0	0	0.0%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	0	0	0	0.0%
Workshop/Training Expenses	0	0	0	0.0%
Loss Control Expenses	0	0	0	0.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	0	0	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>1,055,547</u>	<u>1,800,000</u>	<u>744,453</u>	<u>70.5%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CAMPUS AUTO LIABILITY PROGRAM *
(Fund 15)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
General & Administrative Expenses				
Financial Audit	0	0	0	0.0%
Executive Committee & Board Expenses	0	0	0	0.0%
JPA Insurance	0	0	0	0.0%
Memberships, Associations & Dues	0	0	0	0.0%
Chancellor's Office Accounting Services	0	0	0	0.0%
Chancellor's Office Risk Management Service	0	0	0	0.0%
JPA Accreditation	0	0	0	0.0%
JPA Legal	0	0	0	0.0%
Miscellaneous Expenses	0	0	0	0.0%
Total General & Administrative Expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.0%</u>
Total Operating Expenses	<u>1,055,547</u>	<u>1,800,000</u>	<u>744,453</u>	<u>70.5%</u>
Non-Operating Revenues				
Investment Income	0	0	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>353,000</u>	<u>400,000</u>	<u>47,000</u>	<u>13.3%</u>
Beginning Retained Earnings	-720,078	-367,078	353,000	-49.0%
Ending Retained Earnings	-367,078	32,922	400,000	-109.0%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

TOTAL: AORMA PROGRAMS

	<i>Final</i> <u>FY 19/20</u> <u>Budget</u>	<i>Proposed</i> <u>FY 20/21</u> <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Operating Revenues				
Contributions	12,803,934	12,919,598	115,664	0.9%
Reinsurance Premiums	-3,512,151	-4,275,858	-763,706	21.7%
Total Operating Revenues	<u>9,291,783</u>	<u>8,643,740</u>	<u>-648,042</u>	<u>-7.0%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	5,148,118	4,923,671	-224,447	-4.4%
Deductible Recoveries	-100,000	-100,000	0	0.0%
Claims Administrators	271,429	272,849	1,420	0.5%
Management Information System	12,486	12,723	237	1.9%
Program Administrators	1,371,548	1,396,262	24,714	1.8%
Brokerage Commissions & Fees	300,721	300,794	73	0.0%
Insurance Premiums (net of brokerage)	4,503,502	4,831,351	327,849	7.3%
Taxes, Assessments & Fees	67,465	69,489	2,024	3.0%
Actuarial Services	12,434	12,608	174	1.4%
Claims Audit	6,500	6,500	0	0.0%
Coverage Counsel	5,000	5,000	0	0.0%
Program Legal	2,500	2,500	0	0.0%
Miscellaneous Program Services	1,254	1,175	-80	-6.3%
Workshop/Training Expenses	39,402	47,848	8,445	21.4%
Loss Control Expenses	208,557	308,641	100,084	48.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	-2,088,554	-2,088,554	0	0.0%
Program Committee	5,356	5,356	0	0.0%
Dividend Distributions	1,135,297	1,050,854	-84,443	-7.4%
Total Direct Program Expenses	<u>10,903,015</u>	<u>11,059,067</u>	<u>156,052</u>	<u>1.4%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

TOTAL: AORMA PROGRAMS

	<i>Final</i> <u>FY 19/20</u> <u>Budget</u>	<i>Proposed</i> <u>FY 20/21</u> <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	4,416	4,171	-246	-5.6%
Executive Committee & Board Expenses	4,025	3,801	-224	-5.6%
JPA Insurance	1,892	2,310	418	22.1%
Memberships, Associations & Dues	5,091	4,808	-283	-5.6%
Chancellor's Office Accounting Services	45,486	42,900	-2,587	-5.7%
Chancellor's Office Risk Management Service	128,014	136,606	8,593	6.7%
JPA Accreditation	0	0	0	0.0%
JPA Legal	12,667	11,963	-704	-5.6%
Miscellaneous Expenses	3,251	3,132	-119	-3.7%
Total General & Administrative Expenses	<u>204,844</u>	<u>209,691</u>	<u>4,847</u>	<u>2.4%</u>
Total Operating Expenses	<u>11,107,859</u>	<u>11,268,757</u>	<u>160,899</u>	<u>1.4%</u>
Non-Operating Revenues				
Investment Income	399,226	399,226	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>399,226</u>	<u>399,226</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-1,416,850</u>	<u>-2,225,791</u>	<u>-808,941</u>	<u>-57.1%</u>
Beginning Retained Earnings	18,047,124	16,630,274	-1,416,850	-7.9%
Ending Retained Earnings	16,630,274	14,404,483	-2,225,791	-13.4%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA LIABILITY PROGRAM

(Fund 21)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	4,479,810	4,758,066	278,256	6.2%
Reinsurance Premiums	-1,586,492	-1,965,066	-378,575	23.9%
Total Operating Revenues	<u>2,893,319</u>	<u>2,793,000</u>	<u>-100,319</u>	<u>-3.5%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	1,250,814	1,326,233	75,419	6.0%
Deductible Recoveries	-100,000	-100,000	0	0.0%
Claims Administrators	15,000	16,000	1,000	6.7%
Management Information System	4,139	4,263	124	3.0%
Program Administrators	627,482	650,000	22,518	3.6%
Brokerage Commissions & Fees	73,977	73,977	0	0.0%
Insurance Premiums (net of brokerage)	222,084	306,000	83,916	37.8%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	5,794	5,781	-13	-0.2%
Claims Audit	6,500	6,500	0	0.0%
Coverage Counsel	5,000	5,000	0	0.0%
Program Legal	2,500	2,500	0	0.0%
Miscellaneous Program Services	439	433	-6	-1.4%
Workshop/Training Expenses	13,786	17,622	3,836	27.8%
Loss Control Expenses	94,399	151,806	57,407	60.8%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	2,575	2,575	0	0.0%
Dividend Distributions	942,030	782,984	-159,046	-16.9%
Total Direct Program Expenses	<u>3,166,518</u>	<u>3,251,672</u>	<u>85,154</u>	<u>2.7%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA LIABILITY PROGRAM

(Fund 21)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	1,545	1,536	-9	-0.6%
Executive Committee & Board Expenses	1,408	1,400	-8	-0.6%
JPA Insurance	662	658	-4	-0.6%
Memberships, Associations & Dues	1,781	1,771	-11	-0.6%
Chancellor's Office Accounting Services	15,915	15,820	-94	-0.6%
Chancellor's Office Risk Management Service	44,789	50,310	5,521	12.3%
JPA Accreditation	0	0	0	0.0%
JPA Legal	4,432	4,406	-26	-0.6%
Miscellaneous Expenses	1,138	1,131	-7	-0.6%
Total General & Administrative Expenses	<u>71,670</u>	<u>77,031</u>	<u>5,361</u>	<u>7.5%</u>
Total Operating Expenses	<u>3,238,188</u>	<u>3,328,703</u>	<u>90,515</u>	<u>2.8%</u>
Non-Operating Revenues				
Investment Income	148,072	148,072	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>148,072</u>	<u>148,072</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-196,797</u>	<u>-387,631</u>	<u>-190,834</u>	<u>97.0%</u>
Beginning Retained Earnings	5,960,436	5,763,639	-196,797	-3.3%
Ending Retained Earnings	5,763,639	5,376,008	-387,631	-6.7%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA WORKERS' COMPENSATION PROGRAM

(Fund 22)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	4,778,732	4,298,564	-480,168	-10.0%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>4,778,732</u>	<u>4,298,564</u>	<u>-480,168</u>	<u>-10.0%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	2,513,153	2,213,287	-299,866	-11.9%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	242,429	242,429	0	0.0%
Management Information System	4,586	4,586	0	0.0%
Program Administrators	404,179	404,179	0	0.0%
Brokerage Commissions & Fees	245	245	0	0.0%
Insurance Premiums (net of brokerage)	3,898,698	4,093,633	194,935	5.0%
Taxes, Assessments & Fees	67,465	69,489	2,024	3.0%
Actuarial Services	6,335	6,525	190	3.0%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	468	391	-77	-16.5%
Workshop/Training Expenses	14,706	15,920	1,214	8.3%
Loss Control Expenses	99,363	143,848	44,485	44.8%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	-2,088,554	-2,088,554	0	0.0%
Program Committee	0	0	0	0.0%
Dividend Distributions	193,267	267,870	74,603	38.6%
Total Direct Program Expenses	<u>5,356,340</u>	<u>5,373,847</u>	<u>17,507</u>	<u>0.3%</u>

CSURMA
 Cash Flow Budget of Revenues and Expenses
 Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA WORKERS' COMPENSATION PROGRAM

(Fund 22)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	1,648	1,388	-261	-15.8%
Executive Committee & Board Expenses	1,502	1,265	-238	-15.8%
JPA Insurance	706	595	-112	-15.8%
Memberships, Associations & Dues	1,900	1,600	-300	-15.8%
Chancellor's Office Accounting Services	16,977	14,292	-2,684	-15.8%
Chancellor's Office Risk Management Service	47,778	45,451	-2,327	-4.9%
JPA Accreditation	0	0	0	0.0%
JPA Legal	4,728	3,980	-748	-15.8%
Miscellaneous Expenses	1,214	1,022	-192	-15.8%
Total General & Administrative Expenses	<u>76,453</u>	<u>69,592</u>	<u>-6,860</u>	<u>-9.0%</u>
Total Operating Expenses	<u>5,432,792</u>	<u>5,443,439</u>	<u>10,647</u>	<u>0.2%</u>
Non-Operating Revenues				
Investment Income	109,875	109,875	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>109,875</u>	<u>109,875</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-544,185</u>	<u>-1,035,000</u>	<u>-490,815</u>	<u>90.2%</u>
Beginning Retained Earnings	4,365,448	3,821,263	-544,185	-12.5%
Ending Retained Earnings	3,821,263	2,786,263	-1,035,000	-27.1%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA PROPERTY PROGRAM *

(Fund 23)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	2,526,617	2,814,725	288,108	11.4%
Reinsurance Premiums	-1,925,660	-2,310,792	-385,132	20.0%
Total Operating Revenues	<u>600,957</u>	<u>503,933</u>	<u>-97,024</u>	<u>-16.1%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	250,000	250,000	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	0	0	0	0.0%
Management Information System	1,956	2,015	59	3.0%
Program Administrators	266,680	266,680	0	0.0%
Brokerage Commissions & Fees	210,048	210,048	0	0.0%
Insurance Premiums (net of brokerage)	199,087	238,904	39,817	20.0%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	218	221	3	1.4%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	248	256	8	3.4%
Workshop/Training Expenses	7,775	10,424	2,649	34.1%
Loss Control Expenses	14,795	12,987	-1,808	-12.2%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	1,339	1,339	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>952,146</u>	<u>992,874</u>	<u>40,729</u>	<u>4.3%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA PROPERTY PROGRAM *

(Fund 23)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	871	909	37	4.3%
Executive Committee & Board Expenses	794	828	34	4.3%
JPA Insurance	373	389	16	4.3%
Memberships, Associations & Dues	1,005	1,048	43	4.3%
Chancellor's Office Accounting Services	8,976	9,229	253	2.8%
Chancellor's Office Risk Management Service	25,261	29,762	4,501	17.8%
JPA Accreditation	0	0	0	0.0%
JPA Legal	2,500	2,606	107	4.3%
Miscellaneous Expenses	642	669	27	4.3%
Total General & Administrative Expenses	<u>40,422</u>	<u>45,440</u>	<u>5,018</u>	<u>12.4%</u>
Total Operating Expenses	<u>992,568</u>	<u>1,038,314</u>	<u>45,746</u>	<u>4.6%</u>
Non-Operating Revenues				
Investment Income	33,901	33,901	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>33,901</u>	<u>33,901</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-357,709</u>	<u>-500,480</u>	<u>-142,770</u>	<u>39.9%</u>
Beginning Retained Earnings	2,142,087	1,784,378	-357,709	-16.7%
Ending Retained Earnings	1,784,378	1,283,899	-500,480	-28.0%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA CRIME PROGRAM *

(Fund 24)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	229,984	238,287	8,303	3.6%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>229,984</u>	<u>238,287</u>	<u>8,303</u>	<u>3.6%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	41,877	41,877	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	0	0	0	0.0%
Management Information System	212	219	6	3.0%
Program Administrators	26,146	26,930	784	3.0%
Brokerage Commissions & Fees *	16,451	16,451	0	0.0%
Insurance Premiums	183,633	192,814	9,182	5.0%
Taxes, Assessments & Fees *	0	0	0	0.0%
Actuarial Services	20	19	-1	-5.0%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	23	22	-1	-3.8%
Workshop/Training Expenses	708	882	175	24.7%
Loss Control Expenses	0	0	0	0.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	206	206	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>269,275</u>	<u>279,420</u>	<u>10,145</u>	<u>3.8%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA CRIME PROGRAM *

(Fund 24)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	79	77	-2	-3.0%
Executive Committee & Board Expenses	72	70	-2	-3.0%
JPA Insurance	34	84	50	147.1%
Memberships, Associations & Dues	91	89	-3	-3.0%
Chancellor's Office Accounting Services	817	865	48	5.9%
Chancellor's Office Risk Management Service	2,299	2,520	220	9.6%
JPA Accreditation	0	0	0	0.0%
JPA Legal	228	221	-7	-3.0%
Miscellaneous Expenses	58	57	-2	-3.0%
Total General & Administrative Expenses	<u>3,679</u>	<u>3,982</u>	<u>302</u>	<u>8.2%</u>
Total Operating Expenses	<u>272,954</u>	<u>283,401</u>	<u>10,447</u>	<u>3.8%</u>
Non-Operating Revenues				
Investment Income	7,496	7,496	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>7,496</u>	<u>7,496</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-35,474</u>	<u>-37,619</u>	<u>-2,144</u>	<u>6.0%</u>
Beginning Retained Earnings	434,196	398,722	-35,474	-8.2%
Ending Retained Earnings	398,722	361,103	-37,619	-9.4%

* AORMA Crime separated from AORMA Property beginning July 1, 2011

CSURMA
 Cash Flow Budget of Revenues and Expenses
 Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA UNEMPLOYMENT INSURANCE PROGRAM

(Fund 25)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Operating Revenues				
Contributions	788,791	809,956	21,165	2.7%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>788,791</u>	<u>809,956</u>	<u>21,165</u>	<u>2.7%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	1,092,274	1,092,274	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	14,000	14,420	420	3.0%
Management Information System	1,593	1,641	48	3.0%
Program Administrators	47,061	48,473	1,412	3.0%
Brokerage Commissions & Fees	0	73	73	0.0%
Insurance Premiums (net of brokerage)	0	0	0	0.0%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	68	63	-5	-7.4%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	77	74	-4	-4.7%
Workshop/Training Expenses	2,427	3,000	572	23.6%
Loss Control Expenses	0	0	0	0.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	1,236	1,236	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>1,158,737</u>	<u>1,161,253</u>	<u>2,516</u>	<u>0.2%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

AORMA UNEMPLOYMENT INSURANCE PROGRAM

(Fund 25)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
General & Administrative Expenses				
Financial Audit	272	261	-11	-3.9%
Executive Committee & Board Expenses	248	238	-10	-3.9%
JPA Insurance	117	584	467	401.0%
Memberships, Associations & Dues	314	301	-12	-3.9%
Chancellor's Office Accounting Services	2,802	2,693	-109	-3.9%
Chancellor's Office Risk Management Service	7,886	8,564	678	8.6%
JPA Accreditation	0	0	0	0.0%
JPA Legal	780	750	-30	-3.9%
Miscellaneous Expenses	200	254	54	26.8%
Total General & Administrative Expenses	<u>12,619</u>	<u>13,646</u>	<u>1,027</u>	<u>8.1%</u>
Total Operating Expenses	<u>1,171,356</u>	<u>1,174,899</u>	<u>3,543</u>	<u>0.3%</u>
Non-Operating Revenues				
Investment Income	99,882	99,882	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>99,882</u>	<u>99,882</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-282,684</u>	<u>-265,062</u>	<u>17,622</u>	<u>-6.2%</u>
Beginning Retained Earnings	5,144,956	4,862,273	-282,684	-5.5%
Ending Retained Earnings	4,862,273	4,597,211	-265,062	-5.5%

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

PURCHASED INSURANCE PROGRAM *

(Fund 20)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	Budget <u>Change</u>	Percent <u>Change</u>
Operating Revenues				
Contributions	652,777	652,777	0	0.0%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>652,777</u>	<u>652,777</u>	<u>0</u>	<u>0.0%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	0	0	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	0	0	0	0.0%
Management Information System	0	0	0	0.0%
Program Administrators	0	0	0	0.0%
Brokerage Commissions & Fees	65,278	77,791	12,513	19.2%
Insurance Premiums (net of brokerage)	587,499	605,124	17,625	3.0%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	0	0	0	0.0%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	0	0	0	0.0%
Workshop/Training Expenses	0	0	0	0.0%
Loss Control Expenses	0	0	0	0.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	0	0	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>652,777</u>	<u>682,915</u>	<u>30,138</u>	<u>4.6%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

PURCHASED INSURANCE PROGRAM *

(Fund 20)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	0	0	0	0.0%
Executive Committee & Board Expenses	0	0	0	0.0%
JPA Insurance	0	0	0	0.0%
Memberships, Associations & Dues	0	0	0	0.0%
Chancellor's Office Accounting Services	0	0	0	0.0%
Chancellor's Office Risk Management Service	0	0	0	0.0%
JPA Accreditation	0	0	0	0.0%
JPA Legal	0	0	0	0.0%
Miscellaneous Expenses	0	0	0	0.0%
Total General & Administrative Expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.0%</u>
Total Operating Expenses	<u>652,777</u>	<u>682,915</u>	<u>30,138</u>	<u>4.6%</u>
Non-Operating Revenues				
Investment Income	0	0	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>0</u>	<u>-30,138</u>	<u>-30,138</u>	<u>0.0%</u>
Beginning Retained Earnings	23,257	23,257	0	0.0%
Ending Retained Earnings	23,257	-6,881	-30,138	-129.6%

* Participant Accident Insurance (PAI), Auto Physical Damage (APD),
International Programs (IP)

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

OWNER CONTROLLED INSURANCE PROGRAM

(Fund 16)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Operating Revenues				
Contributions	10,439,573	10,513,160	73,587	0.7%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>10,439,573</u>	<u>10,513,160</u>	<u>73,587</u>	<u>0.7%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	0	0	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	0	0	0	0.0%
Management Information System	0	0	0	0.0%
Program Administrators	0	0	0	0.0%
Brokerage Commissions & Fees	0	0	0	0.0%
Insurance Premiums (net of brokerage)	11,872,000	10,156,985	-1,715,015	-14.4%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	0	0	0	0.0%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	0	0	0	0.0%
Workshop/Training Expenses	0	0	0	0.0%
Loss Control Expenses	0	0	0	0.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	0	0	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>11,872,000</u>	<u>10,156,985</u>	<u>-1,715,015</u>	<u>-14.4%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

OWNER CONTROLLED INSURANCE PROGRAM

(Fund 16)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	3,601	3,394	-207	-5.7%
Executive Committee & Board Expenses	3,282	3,093	-189	-5.7%
JPA Insurance	1,543	1,454	-89	-5.7%
Memberships, Associations & Dues	4,151	3,913	-239	-5.7%
Chancellor's Office Accounting Services	37,087	34,956	-2,131	-5.7%
Chancellor's Office Risk Management Service	104,375	111,162	6,787	6.5%
JPA Accreditation	0	0	0	0.0%
JPA Legal	10,328	9,735	-594	-5.7%
Miscellaneous Expenses	2,651	2,499	-152	-5.7%
Total General & Administrative Expenses	<u>167,017</u>	<u>170,204</u>	<u>3,187</u>	<u>1.9%</u>
Total Operating Expenses	<u>12,039,017</u>	<u>10,327,189</u>	<u>-1,711,828</u>	<u>-14.2%</u>
Non-Operating Revenues				
Investment Income	0	0	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-1,599,444</u>	<u>185,971</u>	<u>1,785,415</u>	<u>-111.6%</u>
Beginning Retained Earnings	-7,729,180	-9,328,625	-1,599,444	20.7%
Ending Retained Earnings	-9,328,625	-9,142,654	185,971	-2.0%

OCIP I launched 1/1/12, extended 12/31/14

OCIP II launches 1/31/18

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CLUB SPORTS INSURANCE PROGRAM

(Fund 17)

	<i>Final</i> <u>FY 19/20</u> <u>Budget</u>	<i>Proposed</i> <u>FY 20/21</u> <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Operating Revenues				
Contributions	400,000	450,000	50,000	12.5%
Reinsurance Premiums	0	0	0	0.0%
Total Operating Revenues	<u>400,000</u>	<u>450,000</u>	<u>50,000</u>	<u>12.5%</u>
Operating Expenses				
<i>Direct Program Expenses</i>				
Claims Payments & Legal Expenses	400,000	400,000	0	0.0%
Deductible Recoveries	0	0	0	0.0%
Claims Administrators	8,240	8,487	247	3.0%
Management Information System	342	352	10	3.0%
Program Administrators	0	0	0	0.0%
Brokerage Commissions & Fees	18,346	18,346	0	0.0%
Insurance Premiums (net of brokerage)	171,364	176,505	5,141	3.0%
Taxes, Assessments & Fees	0	0	0	0.0%
Actuarial Services	34	35	1	2.9%
Claims Audit	0	0	0	0.0%
Coverage Counsel	0	0	0	0.0%
Program Legal	0	0	0	0.0%
Miscellaneous Program Services	0	0	0	0.0%
Workshop/Training Expenses	0	0	0	0.0%
Loss Control Expenses	0	0	0	0.0%
Appraisals	0	0	0	0.0%
Excess/Reinsurance Recoveries	0	0	0	0.0%
Program Committee	0	0	0	0.0%
Dividend Distributions	0	0	0	0.0%
Total Direct Program Expenses	<u>598,327</u>	<u>603,726</u>	<u>5,399</u>	<u>0.9%</u>

CSURMA
Cash Flow Budget of Revenues and Expenses
Fiscal Year July 1, 2020 to June 30, 2021

OPERATING BUDGET
PROPOSED

CLUB SPORTS INSURANCE PROGRAM

(Fund 17)

	<i>Final</i> FY 19/20 <u>Budget</u>	<i>Proposed</i> FY 20/21 <u>Budget</u>	<u>Budget</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
General & Administrative Expenses				
Financial Audit	138	145	7	5.3%
Executive Committee & Board Expenses	126	132	7	5.3%
JPA Insurance	59	62	3	5.3%
Memberships, Associations & Dues	159	167	8	5.3%
Chancellor's Office Accounting Services	1,421	1,496	75	5.3%
Chancellor's Office Risk Management Service	3,999	4,758	759	19.0%
JPA Accreditation	0	0	0	0.0%
JPA Legal	396	417	21	5.3%
Miscellaneous Expenses	102	107	5	5.3%
Total General & Administrative Expenses	<u>6,399</u>	<u>7,285</u>	<u>886</u>	<u>13.8%</u>
Total Operating Expenses	<u>604,726</u>	<u>611,011</u>	<u>6,285</u>	<u>1.0%</u>
Non-Operating Revenues				
Investment Income	6,794	6,794	0	0.0%
Interest Income - Loans	0	0	0	0.0%
Miscellaneous Fee Revenue	0	0	0	0.0%
Total Non-Operating Revenues	<u>6,794</u>	<u>6,794</u>	<u>0</u>	<u>0.0%</u>
Net Surplus (Deficit)	<u>-197,932</u>	<u>-154,217</u>	<u>43,715</u>	<u>-22.1%</u>
Beginning Retained Earnings	583,855	385,923	-197,932	-33.9%
Ending Retained Earnings	385,923	231,706	-154,217	-40.0%

Launched beginning August 1, 2012

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

**BOARD OF DIRECTORS
RESOLUTION NO. 01-19 (BOD)**

Resolution Adopting CSURMA Operating Budget for FY 2020/21

The Board of Directors of the California State University Risk Management Authority finds and determines that the FY 2020/21 operating budget shall be as follows:

Major features of the proposed Campus budget include:

- 12.2% increase in Total Operating Revenues from \$84,123,822 to \$94,409,404.
- 3.5% increase in Total Operating Expenses from \$88,055,434 to \$91,126,965.
- Net Surplus increase from (\$3,314,771) to \$3,684,575.
- Retained Earnings increases from \$24,217,586 to \$27,902,161 at June 30, 2021.

Major features of the proposed AORMA budget include:

- 7.0% decrease in Total Operating Revenues from \$9,291,783 to \$8,643,740.
- 1.4% increase in Total Operating Expenses from \$10,903,015 to \$11,059,067.
- Net Deficit increase from (\$1,416,850) to (\$2,225,791).
- Retained Earnings decrease from \$16,630,274 to \$14,404,483 at June 30, 2021.

The proposed operating budget would develop Total Operating Revenues of \$114,669,082 (net of reinsurance premiums), Total Operating Expenses of \$113,629,658 and Total Non-Operating Revenues of \$2,500,000, generating Net Operating Surplus of \$1,460,400. Retained Earnings is estimated increase from \$31,928,415 to \$33,388,816 at June 30, 2021.

* * * * *

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the Board of Directors of the California State University Risk Management Authority as follows:

- 1) The California State University Risk Management Authority does hereby adopt the FY 2020/21 operating budget as presented herein.
- 2) The CSURMA Treasurer is hereby authorized pursuant to California Government Code Section 53607 to invest or reinvest funds of CSURMA, or to sell or exchange securities so purchased and may also delegate responsibilities, as appropriate, to the Assistant Vice Chancellor of Financing, Treasury and Risk Management of the CSU (Assistance Vice Chancellor) in his/her capacity as staff to CSURMA.

* * * * *

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY

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 Board of Directors of the California State University Risk Management Authority held on May 8, 2020 which was approved by the following votes:

AYES, and in favor thereof, members: ALL

NOES, members: None

ABSTAIN, members:

ABSENT, members:

Lisa Chavez, Chair

Zachary Gifford, Secretary-Auditor

CAMPUS RISK POOLS FUNDING STATUS

ISSUE: In accordance with the CSURMA's adopted funding policy for its self-funded pooling programs, Staff prepared an analysis of the risk pools funding position relative to the actuary's projection in accordance with CSURMA's minimum funding requirements and expected cash expenditures as of December 31, 2019 projected to June 30, 2020. At its Long Range Planning meeting, the Executive Committee reviews the risk pools' funding position and determines if there are sufficient funds to meet anticipated needs, including a confidence margin for unexpected expenditures.

RECOMMENDATION: No action requested. This item serves to provide information for the Board of Directors.

FISCAL IMPACT: None expected as no action is requested.

BACKGROUND: Prior to FY 1995/1996, the CSU Chancellor's Office paid all Liability, Workers' Compensation and IDL/NDL/UI claims and related expenses. CSU funded these liabilities on a cash basis as the claims became payable. Beginning in FY 1995/1996, the campuses became accountable for these claims liabilities. The *Risk Pool* was developed as a funding mechanism so that campuses could share primary layer costs while simultaneously being encouraged to manage risks. Each campus' base budget was increased by a pro-rata share of the systemwide budget for these liabilities.

CSURMA (successor to the *Risk Pool*) inherited prior years' claim liabilities when it was established. CSURMA's Board of Directors adopted a policy to fully-fund each year's claims liabilities as they are incurred. That is, campuses will pay a premium to CSURMA for each fiscal year to cover all projected costs of claims attributed to that fiscal year, even though the claims will be paid over future years.

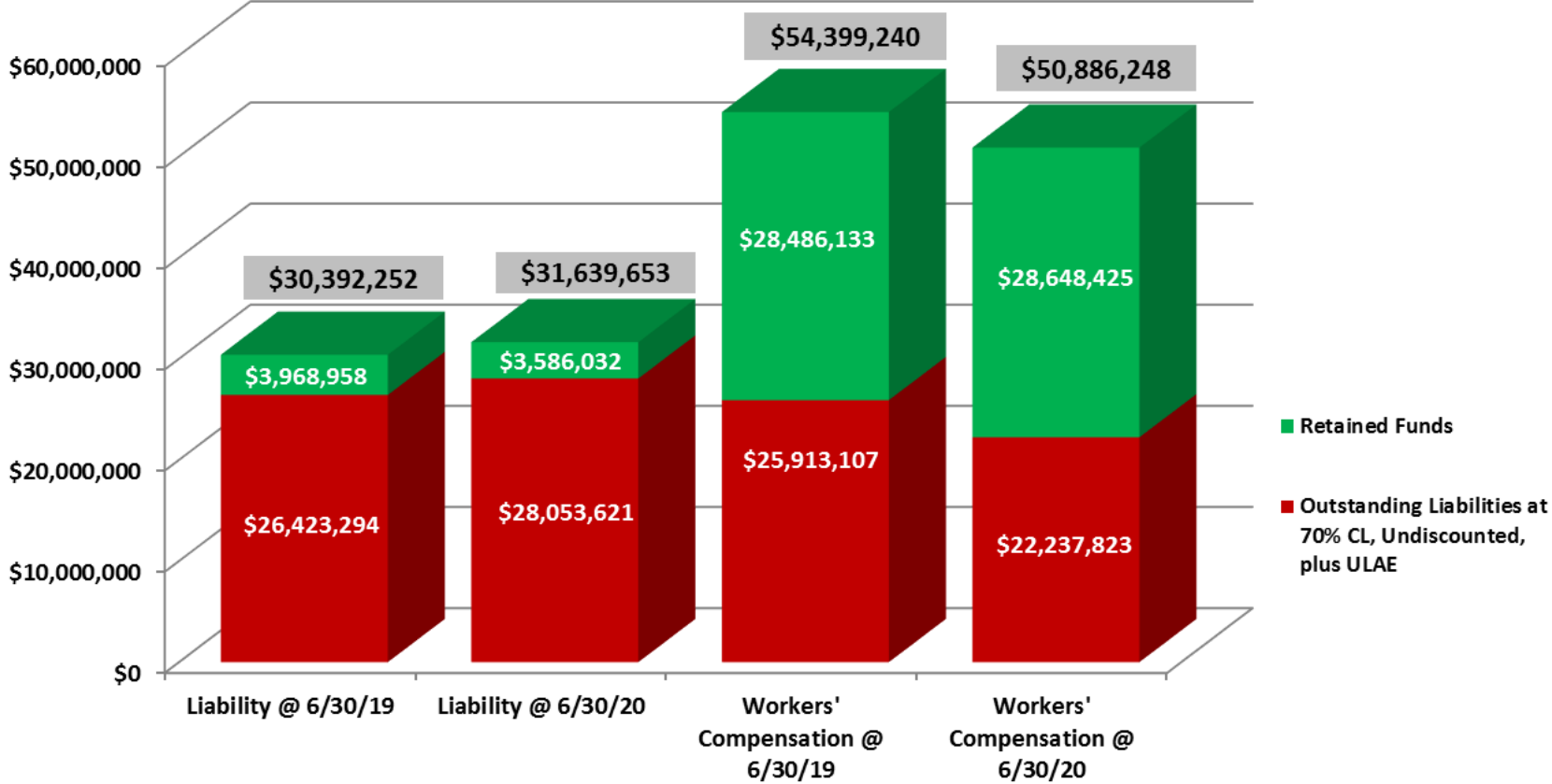
PUBLICATION: None.

ATTACHMENTS:

- a. Estimated Risk Pool Funding projected to June 30, 2020
- b. CSURMA Policy & Procedure No. 7 – Self-Insured Program Funding
- c. CSURMA actuarial reports valued June 30, 2019 (*available at the meeting for reference*)

Pool Funding Status Report Projected to June 30, 2020

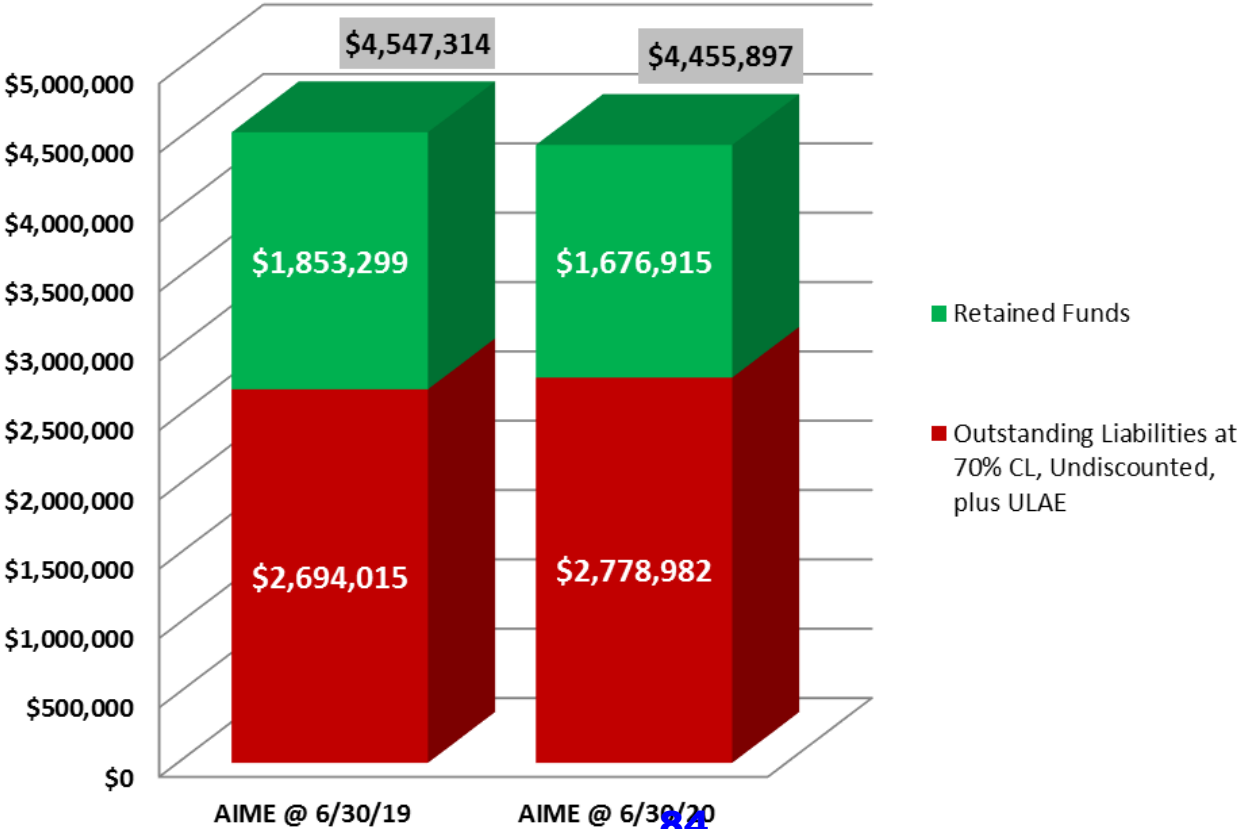
Campus Risk Pools
Estimated Funding Projected to June 30, 2020
(70% Confidence Level, Undiscounted, plus ULAE)



Pool Funding Status Report Projected to June 30, 2020

Athletic Injury Medical Expense

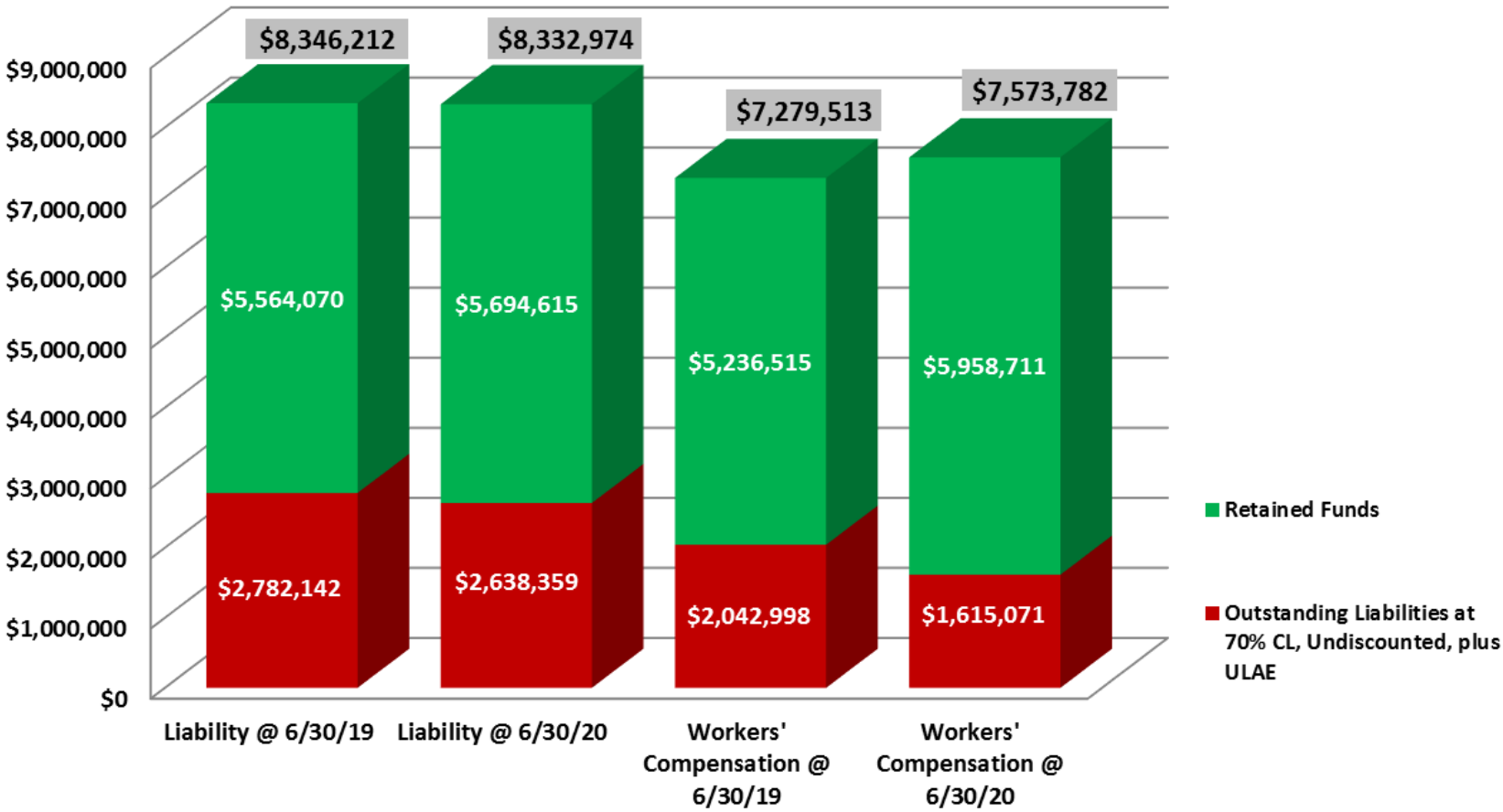
Estimated Funding Projected to June 30, 2020
(70% Confidence Level, Undiscounted, plus ULAE)



Pool Funding Status Report Projected to June 30, 2020



AORMA Risk Pools
Estimated Funding Projected to June 30, 2020
 (70% Confidence Level, Undiscounted)





CSURMA

POLICY AND PROCEDURE NO. 7

EFFECTIVE: JANUARY 1, 2000
REVISED: APRIL 27, 2015
SUBJECT: SELF-INSURED PROGRAM FUNDING

ISSUE:

The CSURMA operate various self-insured coverage programs. Generally, these programs include a primary layer of pooling, with excess and reinsurance coverage. Each program is responsible for all costs generated by that program, as well as a proportionate share of the JPA's general administrative costs. It is important that each self-insured program be properly funded to satisfy its liabilities. This policy and procedure continues the policy adopted by the CSURMA Board of Directors on April 24, 1997.

POLICY STATEMENT:

It is the policy of the CSURMA that each self-insured program shall establish budgets with a goal of full funding, including a reasonable risk margin. Such funding shall be determined by the Executive Committee as a part of each year's annual budget based upon the recommendations of a professional actuary and staff.

PROCEDURE:

CSURMA staff is responsible for developing draft budgets for each of the self-insured programs for each fiscal year. As a part of the budget development, staff will work with the CSU and its actuary to determine projected liabilities for the CSURMA's self-insured programs. The actuary's reports shall be used by staff and the Executive Committee to develop recommended rates and funding for each self-insured program.

It is the policy of the CSURMA to fund fully the self-insured programs. Adopted funding shall include sufficient funds projected to pay the following cost elements:

- Administrative expenses shall be funded on a cash basis for each program year;
- Prior year cash deficits (if any) shall be funded on a cash basis;
- Prior years' claims payable shall be funded on a cash basis to the extent accrued reserves do not amount to full funding;
- Current year expected liabilities shall be funded on an accrual (incurred) basis; and
- At such time as all outstanding liabilities are fully funded, a reasonable risk margin shall be funded.



CSURMA

POLICY AND PROCEDURE NO. 7

Staff shall make an annual report to the Board of Directors, detailing the self-insurance programs' funding status in accordance with this Policy & Procedure No. 7.

NOMINATING COMMITTEE REPORT AND EXECUTIVE COMMITTEE ELECTIONS

ISSUE: As documented in the attached Policy and Procedure No. 18, the Executive Committee members are nominated by a Nominating Committee which is appointed by the CSURMA Chair. The Nominating Committee has made the following nominations for the four seats that will become open on July 1, 2020. An election will be held during the Board meeting.

- **Chair – Lisa Chavez**
This seat is currently held by Chavez and if elected she will serve a second two-year term from July 1, 2020 to June 30, 2022.

- **Vice Chair – Kevin Saunders**
This seat is currently held by Saunders and if elected he will serve a second two-year term from July 1, 2020 to June 30, 2022.

- **Seat #3 – Scott Apel**
This seat is currently held by Apel and if elected he will serve a second two-year term from July 1, 2020 to June 30, 2022.

- **Seat #4 – Amy Thomas**
This seat is currently held by Thomas and if elected she will serve a second two-year term from July 1, 2020 to June 30, 2022.

RECOMMENDATION: It is recommended that the Board of Directors receive the Nominating Committee’s report and take action to elect representatives to the four seats discussed above.

FISCAL IMPACT: No direct fiscal impact is expected from action on this item at today’s meeting.

PUBLICATION: None.

BACKGROUND: The Executive Committee shall be composed of the Chair, Vice Chair, Treasurer, four members elected from among the University-appointed Directors and two members elected from among the Auxiliary Organization Directors. Of the four members elected from University appointed Directors, two terms of office shall end on June 30 in odd-numbered years, and two terms of office shall end on June 30 in even-numbered years. At the end of their term limits, the Chair and Vice Chair may run for election to become non-officer members of the Executive Committee. Term limitations shall not apply to the Executive Committee members elected by the University (other than the Chair and Vice Chair).

ATTACHMENT(S):

- a. CSURMA Executive Committee Terms of Office
- b. CSURMA 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, 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)	Lee	Chavez	Chavez	Chavez
Vice-Chair - (even year)	Chavez	Saunders	Saunders	Saunders
CSU Seat #1 - (odd year)	Davis	Davis	Davis	Davis
CSU Seat #2 - (odd year)	Van Leuven/Kao	Kao	Kao	Kao
CSU Seat #3 - (even year)	Apel	Apel	Apel	Apel
CSU Seat #4 - (even year)	Saunders	Thomas	Thomas	Thomas
AORMA Seat #5 - Chair	Mumford / Brummett	Brummett	Brummett	Brummett
AORMA Seat #6 - First Vice Chair	Brummett / Nakamura	Nakamura	Nakamura	Nakamura
CSU Seat #7/Treasurer - Appointed by EVC/CFO	Eaton	Eaton	Eaton	Eaton
Secretary/Auditor - Appointed CSURMA EC	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

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

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

Program	AORMA Percent Change	Campus Percent Change
Excess Liability	+20%	+20%
Property	+20%	+25%
Worker’s Compensation	Flat to 5% decrease	Flat to 5% De
Builder’s Risk	N/A	+5%
Fine Arts	N/A	+10%
SPLIP & SAFECLIP	Flat Rate	Flat Rate
FTIP	Flat Rate	Flat Rate
Aviation	Flat Premium	Flat Premium
Medical Malpractice	N/A	Flat Rate to 10% Increase
Fidelity	+10%	+5%

RECOMMENDATION: No action is requested at today’s meeting.

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 were to meet with CSURMA’s program underwriters in London on April 1 and 2, 2020; however, meetings were cancelled due to travel restrictions related to the Covid-19 pandemic. Instead, conference meetings were held to discuss various renewals.

As a general statement, the pandemic has significant potential impact to the insurance industry depending on how claims are adjusted. Despite most property policies excluding losses caused by virus or disease, there is a legislative effort to force insurers to cover business interruption caused by the Covid-19 pandemic retroactively. Another legislative effort aims to establish a prospective fund for pandemic caused business interruption backed up by the federal

government, similar to the TRIA terrorism fund set up post the 9-11 attacks. As it stands, underwriters are expected to offer renewal terms similar to what was expected before the pandemic, but all policies will have an expanded “communicable disease” exclusion. The Program Administrators believe that even if most business interruption claims are excluded, there will be significant litigation in such lines as directors & officers, healthcare and employment practices that result in significant losses to the insurance industry and causing further price increases. California public entities were already bracing for substantial increases in the liability premiums due to very significant increases in losses from high cost jury verdicts and settlements, and sexual abuse and molestation claims.

Note that the California Commissioner of Insurance has directed insurers to refund premiums on certain lines where the exposure has decreased significantly. For example, personal auto liability exposures are reduced dramatically by the reduction in miles driven. It remains to be seen how this directive will apply across commercial lines and to the reinsurance and non-admitted insurance programs. The Program Administrator is working with underwriters on all lines and has already received indicated relief in the aviation, student placement, clubs, and service learning programs.

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 Administrators anticipate rate increases in the lower layers and 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. Several underwriters have indicated their intention to reduce limits offered or non-renew certain layers.
- **Property** – Property losses to both the AORMA and Campus programs have 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 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, the program reinsurer, PRISM (formerly known as CSAC EIA) agreed to reduced rates for a new two year term covering FY 20/21 - 21/22.
- **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.

FY 2020/21 CSURMA LONG RANGE ACTION PLAN

ISSUE: The Executive Committee held its long range planning session on March 5-6, 2020. The planning session consisted of a review of the FY 19/20 Long Range Action Plan, a report on its status, an evaluation on where efforts should be focused for the next one to three years, and the development of new long range goals for FY 20/21 and beyond. Based on the discussions during the long range planning session, Staff drafted the FY 20/21 Long Range Action Plan summarizing the goals to be accomplished in the next fiscal year.

RECOMMENDATION: No action is requested; this item is for information only.

FISCAL IMPACT: None.

BACKGROUND: The Executive Committee establishes a Long Range Action Plan every year. The planning session is held in March to consider how CSURMA may be refined to improve member services and to evaluate areas of coverage in response to emerging risk.

PUBLICATION: The Long Range Action Plan will be included in every agenda packet.

ATTACHMENT(S):

- a. FY 20/21 Long Range Action Plan

FY 2020/21 CSURMA LONG RANGE ACTION PLAN

GOAL	ACTION / TASK	STAFF	DEADLINE	STATUS
LRP-1				
Revamp Mid-Term Budget Analysis	1. Review the budget variance report at December 31, 2019 against FY 19/20 mid-term CSURMA budget amendments	PA	Mar-21	
	2. Provide direction to Staff with regard to continuance of the practice of providing mid-term budget amendments	EC	Mar-21	
	3. Review EC recommendation with CSU Accounting	PA	Mar-21	
LRP-2				
Affinity Group Mini Conference Support Policy	1. Draft the policy and procedure for the Affinity Groups to follow in order to obtain funding for their biennial mini conferences, workshops or training	PA	Apr-20	Completed
	2. Approval of the policy and procedure	EC	May-20	In Process
	3. Announcement of the change to the timing of the FTPT Conference as well as CSURMA's support of the biennial affinity groups mini conferences, workshops or training	PA	May-20	
	4. Distribution of the approved policy and procedure to obtain funding	PA	May-20	
LRP-3				
Systemwide Roof Assessment and Fall Protection/Prevention	1. Identify expert(s) to perform assessment visits at all campuses, develop assessment goals, plan schedule of visits over 2-3 year span	PA, SRM	Jul-20	
	2. Implement schedule of roof assessment visits with timeline for report of improvement plans; identify support resources for fall protection systems, training, tools, installations	PA, SRM	Aug-20	
	3. Systemwide training (competent persons), PPE provisions/training, MEAs with fall protection equipment installers, improvement/correction implementation support	PA, SRM	Sep-20	
LRP-4				
Enhancement of Youth Protection Policies	1. Creation of the Managing Risk in Youth Programs Resource Guide	PA, SRM	Jan-20	Completed
	2. Final review of the Resource Guide by OGC, Campus Risk Managers and Youth Programs Work Group	PA, SRM	May-20	In Process
	3. Finalize Resource Guide	PA, SRM	Sep-20	
	4. Review the Resource Guide with the EC and BOD	EC, BOD	Oct-20	
	5. Distribute the Resource Guide to all CSURMA members	PA	Oct-20	
LRP-5				
Annual Review of Digital ADA Compliance	1. Review CSURMA website for digital ADA compliance	PA	Oct-19	Completed
	2. Report to CSURMA EC	PA	Nov-19	Completed
	3. Obtain proposal from website consultant to review CSURMA website for digital ADA compliance	PA	Mar-20	In Process
	4. Approve outside consulting services	EC	May-20	
	5. Implement website changes as appropriate	PA	Aug-20	
	6. Report to CSURMA EC	SRM, PA	Sep-20	
LRP-6				

FY 2020/21 CSURMA LONG RANGE ACTION PLAN

GOAL	ACTION / TASK	STAFF	DEADLINE	STATUS
CSURMA AORMA Campus Outreach and Presentation Update	1. Update CSURMA AORMA Information Presentation	PA, SRM	May-20	In Process
	2. Schedule group visits with all auxiliary organizations, and the campus risk managers at each campus	PA, SRM	Jun-20	
LRP-7				
Implementation and Education of the Foreign Travel Insurance Program Enhancements	1. SRM Initiated review supported by PA	SRM, PA	Aug-19	Completed
	2. Initial report to Executive and AORMA Committees	SRM, PA	Sep-19	Completed
	3. Discussion of proposed changes with CSU IP, at Fitting the Pieces Conference and with other interest groups	SRM, PA	Nov-19	Completed
	4. Approval of contract with Terra Dotta for travel registry	EC	May-20	In Process
	5. Approval of travel services, beginning July 1st, through AXA	EC	May-20	In Process
	6. Communication of changes and initiation of implementation plan	SRM, PA	Jul-20	
	7. Launch of FTIP 2.0	SRM, PA	Jul-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

LIABILITY PROGRAM MEMORANDA OF COVERAGE

ISSUE: Coverage provided under CSURMA's self-insured programs are governed by memorandum of coverage (*MOC*) agreements that serve in place of insurance policies. CSURMA engaged Byrne Conley of Gibbons & Conley, Attorneys at Law, to review the Liability MOCs for Campus Liability, AORMA Liability and Liability Reinsurance (*\$15M xs \$5M*). CSURMA legal counsel reviewed the MOC's as well and provided additional recommendations for change. The revised MOCs have been approved by the Executive Committee and AORMA Committee.

RECOMMENDATION: No action is recommended; this item is for information only.

FISCAL IMPACT: None.

BACKGROUND: None.

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

ATTACHMENT(S):

- a. Campus Liability MOC
- b. AORMA Liability MOC
- c. Liability Reinsurance MOC (\$15M xs \$5M)



**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~~20~~ to July 1, 2020~~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 (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):

\$tbd0	The State of California as respects the Trustees of the California State University
\$tbd0	California State University Risk Management Authority (CSURMA)
\$tbd35,000	California State University, Bakersfield
\$tbd35,000	California State University, Channel Islands
\$tbd250,000	California State University, Chico
\$tbd100,000	California State University, Dominguez Hills
\$tbd750,000	California State University, East Bay
\$tbd100,000	California State University, Fresno
\$tbd250,000	California State University, Fullerton
\$tbd250,000	Humboldt State University
\$tbd250,000	California State University, Long Beach
\$tbd250,000	California State University, Los Angeles
\$tbd50,000	California State University Maritime Academy



\$tb35,000	California State University, Monterey Bay
\$tb750,000	California State University, Northridge
\$tb250,000	California State Polytechnic University, Pomona
\$tb500,000	California State University, Sacramento
\$tb50,000	California State University, San Bernardino
\$tb900,000	San Diego State University
\$tb250,000	San Francisco State University
\$tb750,000	San Jose State University
\$tb250,000	California Polytechnic State University, San Luis Obispo
\$tb50,000	California State University, San Marcos
\$tb50,000	Sonoma State University
\$tb35,000	California State University, Stanislaus
\$tb100,000	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 – email

 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.



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
LIABILITY PROGRAM**

**MEMORANDUM OF COVERAGE
MOC # AORMALIAB~~20214920~~**

DECLARATIONS

This Memorandum of Coverage is issued under and pursuant to the terms, conditions, covenants and stipulations of the California State University Risk Management Authority (CSURMA) Joint Powers Agreement, Bylaws, and CSURMA and CSURMA Auxiliary Organizations Risk Management Alliance (CSURMA AORMA) Policies and Procedures. All terms and conditions of these documents are incorporated herein by reference. In the event that any provision of this Memorandum of Liability Coverage is in conflict with or is inconsistent with these documents, the terms and conditions of such documents shall prevail and take precedence to the extent of such conflict or inconsistency. CSURMA AORMA agrees with the **Member**, in consideration of the payment of contribution and in reliance upon statements in the Declarations and subject to the limits of liability, exclusions, conditions, and other terms of this memorandum and the abovementioned documents, to provide the coverage as stated in this memorandum.

Item 1: Member

See the **Member** listing attached.

Item 2: Coverage Period:

July 1, ~~2019-2020~~ to July 1, ~~2020~~2021

Item 3: Limits of Liability:

- 1. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts \$5,000,000
- 2. Aggregate Policy Limit during each Policy Period.....\$20,000,000 - each Member
- 3. Non-Salaried Employees (of the California State University) Auto Liability \$5,000,000 - each occurrence
- 4. Mold \$600,000 - each occurrence for each Member
- 5. Mold \$850,000 - annual aggregate for each Member

Item 4: Sub-Limits / Coverage Extensions *(Provided through the CSURMA AORMA Liability Program pooled layer):*

- 1. Medical Payments \$5,000 - per any one person
- 2. California Uninsured or Underinsured Motorists (bodily injury only):\$250,000 - bodily injury only



3. Domestic Hired Automobile Physical Damage..... \$50,000 - each accident
4. Fiduciary Liability Coverage (Claims Made Basis):.....\$350,000 - each occurrence
5. Funds, Grants or Appropriations (defense only).....\$250,000 - each occurrence
6. Land Use (defense only).....\$250,000 - each occurrence
7. Nuclear Materials (limited coverage):.....\$250,000 - each occurrence

Item 5: Member’s Deductible

1. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences of Wrongful Acts (*except Employment Practices Liability*): \$0
2. Employment Practices Liability (*all Members except as noted below*):\$25,000 - each occurrence
3. Employment Practices Liability\$50,000 - each occurrence
 - a. Chico State Enterprises
 - ~~a. California State University, Dominguez Hills Foundation~~
 - b. Associated Students, California State University, Long Beach
 - ~~b-c. California State University, Long Beach Research Foundation~~
 - ~~e-d. The Cal Poly Pomona Foundation, Inc.~~
 - ~~d. Associated Students, San Diego State University~~
 - e. California State University, San Marcos Corporation
4. Employment Practices Liability\$100,000 - each occurrence
 - a. San Diego State University Research Foundation
 - ~~b. San Jose State University Research Foundation~~
5. Non-Salaried Employees (of the California State University) Auto Liability \$1,000,000 - each occurrence/accident
6. Domestic Hired Automobile Physical Damage – Comprehensive and Collision \$1,000 - each accident
7. Domestic Hired Automobile Physical Damage – Comprehensive and Collision (*when the use of the hired vehicle on a non-paved road violates the rental car agreement*)..... \$5,000 - each accident

Item 6: Retroactive Dates:

Fiduciary Liability, including Employee Benefits Liability Coverage:

1. Associated Students of California State University, Chico..... July 1, 2005
2. California State University, Long Beach Research Foundation..... July 1, 2008
3. Associated Students, California State University, Los Angeles, Inc. July 1, 2007
4. The University Corporation, CSU Northridge October 1, 1991
5. University Student Union of California State University, Northridge..... October 1, 1999
6. Capital Public Radio, Inc., CSU SacramentoApril 14, 2010
7. San Jose State University Research Foundation July 1, 2002
8. Spartan Shops, Inc., San Jose State UniversityFebruary 1, 1998
9. Auxiliaries Multiple Employer VEBA..... July 1, 2010



California State University Risk Management Authority
Auxiliary Organizations Risk Management Alliance

10. All other Named Members July 1, 2010

Item 7: Claims Administrator:

Carl Warren & Company
CSURMA@carlwarren.com

To be valid, this agreement must be signed by ~~our Program Administrator~~ the CSURMA Secretary-Auditor.

Authorized Signature



Item 1: Member

Member Listing

#	Campus	Auxiliary Organization
1.	Bakersfield	Associated Students, California State University, Bakersfield, Inc.
2.	Bakersfield	California State University, Bakersfield Auxiliary for Sponsored Programs and Administration
3.	Bakersfield	California State University, Bakersfield Foundation
4.	Bakersfield	California State University, Bakersfield Student Union, Inc.
5.	Chancellor's Office	California State University Foundation
6.	Chancellor's Office	California State University Institute
7.	Channel Islands	Associated Students of California State University, Channel Islands, Inc.
8.	Channel Islands	California State University Channel Islands Foundation
9.	Channel Islands	CI University Auxiliary Services, Inc.
10.	Chico	Associated Students of California State University, Chico
11.	Chico	Chico State Enterprises
12.	Chico	The University Foundation, California State University, Chico
13.	Dominguez Hills	Associated Students, California State University, Dominguez Hills
14.	Dominguez Hills	California State University, Dominguez Hills Foundation
15.	Dominguez Hills	California State University, Dominguez Hills Philanthropic Foundation
16.	Dominguez Hills	Donald P. and Katherine B. Loker University Student Union, Incorporated
17.	East Bay	Associated Students, Inc., California State University East Bay
18.	East Bay	Cal State East Bay Educational Foundation
19.	East Bay	California State University, East Bay Foundation, Inc.
20.	Fresno	Associated Students, Inc. of California State University, Fresno
21.	Fresno	California State University, Fresno Association, Inc.
22.	Fresno	California State University, Fresno Foundation
23.	Fresno	Fresno State Programs for Children, Inc.
24.	Fresno	The Agricultural Foundation of California State University, Fresno
25.	Fresno	The California State University, Fresno Athletic Corporation
26.	Fullerton	Associated Students California State University, Fullerton, Inc.
27.	Fullerton	Cal State Fullerton Philanthropic Foundation
28.	Fullerton	CSU Fullerton Auxiliary Services Corporation
29.	Humboldt	Associated Students of Humboldt State University
30.	Humboldt	Humboldt State University Center Board of Directors
31.	Humboldt	Humboldt State University Foundation



California State University Risk Management Authority
Auxiliary Organizations Risk Management Alliance

#	Campus	Auxiliary Organization
32.	Humboldt	Humboldt State University Sponsored Programs Foundation
33.	Long Beach	Associated Students, California State University, Long Beach
34.	Long Beach	California State University, Long Beach Research Foundation
35.	Long Beach	CSULB 49er Foundation
36.	Long Beach	Forty-Niner Shops, Inc.
37.	Los Angeles	Associated Students, California State University, Los Angeles, Inc.
38.	Los Angeles	Cal State L.A. University Auxiliary Services, Inc.
39.	Los Angeles	California State University, Los Angeles Foundation
40.	Los Angeles	University-Student Union at California State University, Los Angeles
41.	Maritime Academy	California Maritime Academy Foundation, Inc.
42.	Maritime Academy	The Associated Students of the California Maritime Academy
43.	Monterey Bay	Foundation of California State University, Monterey Bay
44.	Monterey Bay	University Corporation at Monterey Bay
45.	Monterey Bay	Otter Student Union at CSU Monterey Bay
46.	Northridge	Associated Students, California State University, Northridge, Inc.
47.	Northridge	California State University, Northridge Foundation
48.	Northridge	North Campus University Park Development Corporation
49.	Northridge	The University Corporation
50.	Northridge	University Student Union of California State University, Northridge
51.	Pomona	Associated Students Inc., California State Polytechnic University, Pomona
52.	Pomona	The Cal Poly Pomona Foundation, Inc.
53.	Pomona	The Cal Poly Pomona Philanthropic Foundation
54.	Sacramento	Associated Students of California State University, Sacramento
55.	Sacramento	Capital Public Radio, Inc.
56.	Sacramento	The University Foundation at Sacramento State
57.	Sacramento	University Enterprises, Inc.
58.	Sacramento	University Union Operation of CSUS, Inc.
59.	San Bernardino	Associated Students, California State University, San Bernardino
60.	San Bernardino	CSUSB Philanthropic Foundation
61.	San Bernardino	Santos Manuel Student Union of California State University, San Bernardino
62.	San Bernardino	University Enterprises Corporation at CSUSB
63.	San Diego	Associated Students, San Diego State University
64.	San Diego	Aztec Shops, Ltd.
65.	San Diego	San Diego State University Research Foundation
66.	San Diego	The Campanile Foundation
67.	San Francisco	Associated Students of San Francisco State University



California State University Risk Management Authority
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#	Campus	Auxiliary Organization
68.	San Francisco	San Francisco State University Foundation, Inc.
69.	San Francisco	The University Corporation, San Francisco State
70.	San Jose	Associated Students San Jose State University
71.	San Jose	San Jose State University Research Foundation
72.	San Jose	Spartan Shops, Inc.
73.	San Jose	The Student Union of San Jose State University
74.	San Jose	The Tower Foundation of San Jose State University
75.	San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo
76.	San Luis Obispo	Cal Poly Corporation
77.	San Luis Obispo	California Polytechnic State University Foundation
78.	San Marcos	Associated Students, Inc. of California State University San Marcos
79.	San Marcos	California State University San Marcos Corporation
80.	San Marcos	The California State University San Marcos Foundation
81.	Sonoma	Associated Students of Sonoma State University
82.	Sonoma	Sonoma State Enterprises, Inc.
83.	Sonoma	Sonoma State University Foundation
84.	Stanislaus	Associated Students Incorporated of California State University, Stanislaus
85.	Stanislaus	California State University, Stanislaus Auxiliary and Business Services
86.	Stanislaus	California State University, Stanislaus Foundation
87.	Stanislaus	University Student Union of California State University, Stanislaus
88.	N/A	Auxiliary Organization Associations
89.	N/A	Auxiliaries Multiple Employer VEBA
90.	N/A	Humboldt State University Real Estate Holdings



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
COVERAGE TERMS AND CONDITIONS FOR
CSURMA AORMA LIABILITY PROGRAM**

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 is an intergovernmental agency, risk sharing, joint powers authority, duly formed pursuant to California Government Code Sections 6500 *et seq.* The Auxiliary Organizations Risk Management Alliance (hereinafter called AORMA) is a group of programs that operate within the California State University Risk Management Authority representing the California State University Auxiliary Organizations. Within this Memorandum the California State University Risk Management Authority will be called CSURMA AORMA recognizing that this is an AORMA Liability Program document with separate terms and conditions.

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 AORMA, and none of the parties to the document is 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 AORMA, acting through the Board of Directors in adopting this document. As the CSURMA AORMA 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**, CSURMA AORMA agrees:

To pay on behalf of the **Member** those sums for **Ultimate Net Loss** in excess of the **Member’s Deductible** which the **Member** shall become 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**.

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- 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 or any 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 AORMA 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, but including **Unmanned Aerial Vehicle**.
- 4. **Automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery 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 AORMA Secretary Auditor or by the chief executive, Risk Manager, or general counsel of a **Member**; and/or~~

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.



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

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

arising from an Occurrence or Wrongful Act to which this insurance applies, 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 or more in height from the foot of a natural bed of stream or watercourse; or
 - B. Has water impounding capacity of fifty 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, (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 the CSURMA AORMA, if the fees, interest or costs arise from an Occurrence or Wrongful Act to which this coverage applies.**~~

Commented [A2]: 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.

11. **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.**

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** is obligated to pay. The deductible is stated in the Declarations. Any deductible amount paid by CSURMA AORMA shall be promptly reimbursed to CSURMA AORMA by the **Member**.
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 Benefit 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 retained, 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 Benefit 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** In 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, including but not limited to CSURMA AORMA approved defense attorney fees, court costs, costs of superseded 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, including Third Party Administrators (TPA), associated with specific **Claims**, but excluding any **Loss Adjustment Expense** and fees paid to a TPA 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.
22. **Member** means the **Member** named on the Declarations Page.
- ~~23.1. **Mold(s)** means 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**.~~
- 24.23. **Media Wrongful Act Occurrence** 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.

25. **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**.

25-26. **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**.

26-27. **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.~~ 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.~~ Wrongful entry or eviction or other invasion of the right of private occupancy;
- ~~E.~~ **Discrimination** or violation of civil rights other than **Employment Practices Liability**, not intentionally committed by or at the direction of the **Member**;

27-28. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **Waste**. **Waste** includes materials to be 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.



28-29. **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.

29-30. **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.

30-31. **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.

31-32. **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.

32-33. **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 the CSURMA AORMA, 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.

~~33.~~34. The following definitions are applicable only to **Exclusion T – 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.

~~34.~~35. **Unmanned Aerial Vehicle** means any vehicle without a human pilot aboard capable of flight principally in the air that is designed for the transport of equipment.



~~35.~~36. **Wrongful Act Occurrence** means any actual or alleged error, misstatement, omission, negligent act, or breach of duty, including misfeasance and nonfeasance by the **Member**.

~~36.~~37. **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.

SECTION III - DEFENSE AND SETTLEMENT

CSURMA AORMA shall assume charge of the control, negotiation, investigation, settlement, defense or appeal of any claims made, or suits brought, or proceedings instituted against the **Covered Party**, which in the opinion of the CSURMA AORMA is or may be covered by CSURMA AORMA under the terms of this Memorandum.

In accordance with the CSURMA AORMA Legal Counsel Selection Memorandum and Procedure, CSURMA AORMA shall appoint, through its' claims administrator, all legal counsel to represent the **Covered Parties** in defense of a covered claim. The **Covered Party** has the right to recommend legal counsel from the approved legal counsel list; however, CSURMA AORMA shall make the final selection of legal counsel. If the **Covered Party** disapproves of the selection as outlined in the CSURMA AORMA Legal Counsel Selection Memorandum and Procedure, the **Covered Party** may submit an appeal in writing.

In the event of an **occurrence** which involves more than one **Covered Party**, all **Covered Parties** involved agree to joint legal representation as selected by CSURMA AORMA.

The **Covered Party** may select and engage, at its own expense, monitoring counsel in addition to the legal counsel selected and engaged by CSURMA AORMA. However, legal counsel selected by CSURMA AORMA shall manage and control the litigation.

If there is a conflict of interest between CSURMA AORMA and a **Covered Party** which would be considered a "conflict of interest" between an insured and its insurer within the meaning of California Civil Code Section 2860, the **Covered Party** has the same rights to select and engage independent counsel as would an insured under Section 2860. CSURMA AORMA has all of the rights reserved to an insurer under Section 2860.

The **Covered Party** shall fully cooperate with the CSURMA AORMA in all matters pertaining to such claim, suit or proceeding. CSURMA AORMA shall have the right to settle any claim that in the CSURMA AORMA's sole opinion may create indemnification obligations for the CSURMA AORMA under this Memorandum.

No claim, suit or proceeding shall be settled, whether by out of court settlement, stipulated judgment or otherwise, by a **Covered Party** wherein the **Ultimate Net Loss** exceeds the **deductible**, without the prior written consent of the CSURMA AORMA.

SECTION IV - LIMITATIONS UPON CSURMA AORMA'S LIABILITY

CSURMA AORMA Liability Program Memorandum of Coverage - July 1, 2020-2019-07-01



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 AORMA's liability for **Damages** is limited as follows:

The CSURMA AORMA's liability for **Damages** shall be only for the **Ultimate Net Loss** less the **Member's Deductible** 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 Deductibles** 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 AORMA Limit of Liability and the Member's Deductible, 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 Deductibles** 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 AORMA'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 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** will apply to the **Occurrence** or **Wrongful Act**.

~~For the purpose of determining the CSURMA AORMA Limit of Liability and the Member's Deductible, 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 AORMA:

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**.
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.
5. Any person while using an owned **Automobile**, or non-owned **Automobile**, or a hired **Automobile**, or mobile equipment and any person or organization legally responsible for the use thereof, including garage operations, provided the actual use of the **Automobile** is by or with permission of the **Member**.

Coverage provided by this Memorandum with respect to any person or organization other than the **Member** does not apply under this paragraph:

- A. To any person or organization, or to any agent or **Employee** thereof, engaged in selling, repairing, servicing, delivering, testing, road testing, parking or storing **Automobiles**, with respect to any **Occurrence** or **Wrongful Act** arising out of any such occupation, if there is other valid and collectible insurance available to such person as a named insured or as an agent or **Employee** of the named insured under that other insurance Memorandum with limits at least equal to the requirements of the applicable Financial Responsibility Laws; or;
 - B. With respect to any hired **Automobile**, to the owner, or a lessee thereof other than the **Member**, or to any agent or **Employee** of such owner or lessee.
6. Any **Employee** pension benefits or **Employee** welfare benefits trust, formed under U.S. Internal Revenue Code Section 501(c)(9), in which a **Member** participates, provided the trust only serves auxiliary organizations who are **Members**.



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.

The board of trustees of the trust are covered parties, when acting solely within the scope of their duties, office, or employment for the trust.

Coverage provided by this Memorandum with respect to covered trusts will not extend to any third party service provider to the covered trust.

Fraternal organizations are not covered parties under this Memorandum of Coverage.

SECTION VI – EXCLUSIONS

This Memorandum shall not apply to and CSURMA AORMA 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** or **Unmanned Aerial Vehicle** capable of flight. This exclusion does not apply to static **Aircraft**.

2. Asbestos

The presence of, or installation or removal of, asbestos or any product containing asbestos material.

3. Assault and Battery

Arising out of assaults and batteries, 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**.

4. Aviation Activities

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

- A. **Aircraft**
- B. **Unmanned Aerial Vehicle;**
- C. Airfields;
- D. Runways;
- E. Hangars; or
- F. Buildings of other properties in connection with aviation activities.

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.

5. Bid Specifications / Cost Overruns

Claims arising out of:

A. Estimates of probable cost of 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 or breach of oral written contract, third-party beneficiary claims, quantum meruit claims, and/or open count claims.

6. 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 Practice 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. 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 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.

8. 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. Dams



To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete failure of any **Dam**.

10. 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.

Except as provided within the Fiduciary Liability Coverage endorsement.

11. ERISA

For the violation of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, and any rules or regulations of the foregoing promulgated thereunder, and amendments thereto, or any similar federal, state, local, or foreign statutory law or common law; provided, however, this exclusion shall not apply to **Employment Practices Liability** for an alleged violation of the Equal Pay Act.

Except as provided within the Fiduciary Liability Coverage endorsement.

12. Fiduciary Liability

To liability arising out of;

- A. The purchase, or sale, or offer of sale, or solicitation of any security, or decline in price or value of any security, debt, bank deposit or financial interest or instrument;
- B. Any representation made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- C. Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument;

Except as provided within the Fiduciary Liability Coverage endorsement.



13. 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 AORMA 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, subject to the CSURMA AORMA sublimit of \$250,000 per **Occurrence**.

14. Insolvency

Arising by contract, operation of law, or otherwise, from **Covered Party's** participation or membership, whether voluntary or involuntary, in any insolvency fund. "Insolvency Fund" includes any guaranty fund, insolvency fund, plan, pool, association, fund or other arrangement, howsoever denominated, established or governed, which provides for any assessment of or payments or assumption by CSURMA AORMA or any **Covered Party** of part or all of any **Claim**, debt, charge, fee or other obligation of an insurer, or its successors or assigns, which has been declared by any competent authority to be insolvent, or which is otherwise deemed unable to meet any **Claim**, debt, charge, fee or other obligation in whole or in part.

15. Intentional Conduct

For any liability based on the Member's obtaining of financial gain to which to Member was not legally entitled.

Arising out of any intentional, dishonest, fraudulent, criminal or malicious act, committed by any **Covered Party**, including the willful or reckless violation of any statute.

This exclusion shall not apply to any vicarious liability that any **Member** has with regards to the managerial, advisory, supervisory, or controlling obligations over the action of another.

Defense coverage will be provided until a **Covered Party** is proven to have engaged in fraudulent, criminal or dishonest conduct, through final adjudication or judgment.

16. 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;

17. 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 AORMA shall defend the **Covered Party** up to an amount not exceeding \$250,000 **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 limit of liability.

18. 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.

19. Lead

Arising out of, resulting as a consequence of, or related to lead whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

20. Medical Malpractice

To any liability arising out of the operation of any hospital, clinic, or health care facility, owned or operated by any **Member**. This includes, but is not limited to:

A. The rendering or failure to render:

- 1) Medical, surgical, dental, x-ray or nursing service or treatment, or furnishing of food or beverages in connection therewith;
- 2) Any service or treatment related to physical or mental health or of a professional nature;
- 3) Any cosmetic or tonsorial service or treatment.

B. The furnishing of or dispensing of drugs or medical, dental or surgical supplies or appliances.

This exclusion does not apply to liability arising out of;

A. Ambulance operations, occupational physical examinations, student nursing programs, infirmaries, on-clinic nursing services or services of the Insured's **Employees** who are nurses, physician assistants, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, phlebotomist or physical therapists;

B. **Employment Practices Liability;**

C. First aid to any person. For the purposes of this exception, first aid means the immediate and emergency care given to an ill or injured person before regular medical aid can be obtained.

D. Any medical services clinic that does not perform invasive surgery of any kind; or

E. Operations performed by coroners.



- F. Volunteer medical personnel while attending an activity sponsored by the Member or while on school premises under the **Member's** control.

21. Mold

Arising from **Mold**, moss, mildew, fungi, spores, bacterial infestation or any similar organism, wet or dry rot and extremes of temperature or humidity. This includes, but is not limited to, the cost for investigation, testing, and remediation services. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Except as provided as a sub-limit and aggregate limit per **Member**, as shown on the Declarations Page.

22. 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.

23. 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 **Covered Party** under the Memorandum is also an **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 c. 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**, but only to a sublimit of \$250,000 each **Occurrence**.

24. Office of Foreign Assets Control (OFAC)

For any liability for premium or loss under this Memorandum if it would result in a violation of any mandatory sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America that are applicable to either party.

25. 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 (d.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-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 Director of Risk Finance and Insurance Services, 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 Director of Risk Finance and Insurance Services, 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.

26. 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 disable 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

27. Silica

Arising out of, in whole or in part, the injurious properties of silica or any product or material containing or composed of silica in any form, under any theory of liability whatsoever. "Silica" means silica occurring in any form, including silicon dioxide, silica particles, silica fibers, silica sand, silica dust or silica compounds, including a mixture or combination of any of the foregoing and any other mineral, dust, particle or any substance or material of any kind or origin.

28. Subsidence

For any **Property Damage** arising from or related to **Land Subsidence** for any reason whatsoever.

29. Terrorism

For any loss, damage, cost or expense directly or indirectly caused by, contributed by, resulting from, or arising out of: (i) an Act of Terrorism as defined under the Terrorism Risk Insurance Act of 2002 or any amendments, renewals or successor legislation thereto in connection with biological, chemical, radiological or nuclear explosion, pollution or contamination; and (ii) any act, whether or not related to terrorism or any act of terrorism in connection with biological, chemical, radiological or nuclear explosion, pollution, contamination; whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other manner.

30. War

Arising from war. War, as utilized herein, shall mean war whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority. This exclusion applies regardless of whether or not there is any other cause or event that in any way contributes concurrently or in any sequence to a loss, cost or expense.

31. 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.

32. Wrongful Acts



- A. Arising from any lockout, strike, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations. This exclusion shall not apply to a **Claim** brought by (i) an **Employee** alleging **Wrongful Termination** or retaliation as a result of strike activity or union involvement, or (ii) a law enforcement officer responding within the scope of his or her duties to any lockout, strike, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations.
- B. For injunctions, equitable relief, or any other form of relief other than the payment of money **Damages**.
- C. Liability arising out of an alleged willful commission of a crime by **Member** or other dishonest fraudulent, or malicious act. At CSURMA AORMA's discretion, however, CSURMA AORMA will pay for **Loss Adjustment Expense** until final adjudication, judgment, or settlement to which CSURMA AORMA have agreed. If the judgment or final adjudication is adverse to the **Member**, **Member** will reimburse CSURMA AORMA for all costs associated with the defense.
- D. Liability arising out of a **Member's Wrongful Act** for gain, profit, or advantage to which **Member** is not legally entitled. At CSURMA AORMA's discretion, however, CSURMA AORMA will pay **Loss Adjustment Expense** for any **Claim** or Suit arising from an alleged willful commission of a crime by a **Member** or other dishonor, fraudulent or malicious act, for any **Claim** or Suit arising out of the Members **Wrongful Act** for gain, profit, or advantage to which **Member** is not legally entitled until final adjudication, judgment, settlement to which CSURMA AORMA have agreed. If the judgment or final adjudication is adverse to the **Member**, **Member** will reimburse CSURMA AORMA for all costs associated with the defense.

This exclusion shall not apply to any vicarious liability that any **Member** has with regards to the managerial, advisory, supervisory, or controlling obligations over the action of another **Member**.

33. Under Errors and Omissions Liability:

- A. Based on **Covered Party's** obtaining of financial gain to which the Covered Parts 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.

34. 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.
- E. Refund or restitution of taxes, fees, or assessments.
- F. Arising out of oral 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**;

35. Uninsured/Underinsured Motorists

For any **Claim** under any Uninsured Motorists, Underinsured Motorists, or No-Fault Law, or any similar federal, state, local or municipal law, and to any sums the **Covered Party** may be legally entitled to recover as **Damages** from the owner or operator of any uninsured or underinsured **Automobile** because of **Bodily Injury** or **Property Damage** sustained by any **Covered Party**.

SECTION VII - COVERAGE EXTENSIONS

Medical Payments - Subject to the limit of liability stated in the Declarations. CSURMA AORMA will pay medical expenses as described below for **Bodily Injury** caused by an accident:

- 1. On premises the **Member** owns or rents,
- 2. On ways next to premises the **Member** owns or rents, or
- 3. Because of the **Member's** operations;
- 4. Provided that:
 - A. The accident takes place in the covered **territory** and during the **Coverage Period**;
 - B. The expenses are incurred and reported to CSURMA AORMA within one (1) year or the date of the accident; and
 - C. The injured person submits to examination, at CSURMA AORMA's expense, by physicians of the CSURMA AORMA's choice as often as CSURMA AORMA reasonably require.
 - 1) CSURMA AORMA will make these payments regardless of fault. These payments will not exceed the applicable limit of coverage. CSURMA AORMA will pay reasonable expenses for:
 - a) First aid administered at the time of an accident;
 - b) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and



- c) Necessary ambulance, hospital, professional nursing and funeral services.
- 2) The Program will not pay expenses for **Bodily Injury**:
 - a) To any **Member**;
 - b) To a person hired to do work for or on behalf of any **Member** or a tenant of any **Member**;
 - c) To a person injured on that part of premises the **Member** owns or rents that the person normally occupies;
 - d) To a person, whether or not an **Employee** of any **Member**, if benefits for **Bodily Injury** are payable or must be provided under workers' compensation or disability benefits law or a similar law;
 - e) To a person injured while taking part in athletics;
 - f) To a person who is a student of the California State University or a participant enrolled in a CSU sponsored program;
 - g) Included with the products- **Completed Operations Hazard**; and
 - h) Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

Domestic Hired Automobile Physical Damage - Subject to the limit of liability stated in the Declarations, CSURMA AORMA will pay for physical damage **Loss** to a **Hired Automobile** or its equipment. The coverage provided by this endorsement is excess over any other collectible coverage. CSURMA AORMA will pay expenses for which a **Covered Party** becomes legally responsible to pay for loss of use of a Hired Automobile under a written rental contract or agreement. However, the most CSURMA AORMA will pay for any expenses for loss of use is \$60 per day, to a maximum of \$1,800. CSURMA AORMA will pay up to the limits shown in the Declarations Page for towing and labor costs incurred each time a covered Hired Automobile of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

A **Hired Automobile** is defined as a land motor vehicle designed for travel on public roads that the **Covered Party** may hire, lease, rent or borrow for no more than thirty (30) days by execution of a contract within the Coverage Territory. **Hired Automobile** does not include;

1. Those types of **Hired Automobiles** excluded under Exclusions A and B below, or to Mobile Equipment.
2. A **Hired Automobile** a **Covered Party** may hire, lease, rent or borrow from a **Member** of his/her household.
3. A **Hired Automobile** a **Covered Party** may hire, lease, rent or borrow with a driver.



Loss as used in this extension means direct and accidental loss or damage.

The most CSURMA AORMA will pay for Loss in any one accident is the lesser of:

1. The actual cash value of the damaged or stolen property at the time of the Loss; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$50,000.

For each **Hired Automobile**, CSURMA AORMA's obligation to pay for repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$1,000. A deductible of \$5,000 will apply to all losses covered subject to the add-back of coverage detailed in Exclusions ~~G and N F~~.

This coverage extensions applies to losses occurring in the United States of America; and the territories and possessions of the United States of America; and Puerto Rico.

CSURMA AORMA shall not be obligated to make any payments in connection with;

1. Loss to any Expensive, Exotic or Antique **Hired Automobile**; semi-trailer trucks; motorcycles, mopeds, or motorbikes. Antique **Automobile** is defined as any vehicle over twenty (20) years old or any vehicle that has not been manufactured for ten (10) years or more. Examples of excluded Expensive or Exotic vehicles include but are not limited to those manufactured by Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maeserati, Porsche and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac and Lincoln are covered.
2. Loss to any **Hired Automobile** while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. CSURMA AORMA will also not pay for Loss to any covered **Hired Automobile** while that covered **Hired Automobile** is being prepared for such contest or activity.
3. Loss caused by or resulting from any of the following unless caused by other Loss that is covered by this coverage:
 - A. Wear and tear, freezing or mechanical or electrical breakdown; or
 - B. Blowouts, punctures or other road damage to tires.
4. Loss to any of the following:
 - A. Tapes, records, discs, or other similar audio, visual data electronic devices designed for use with audio, visual or data electronic equipment.
 - B. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.



- C. Any electronic equipment, without regard to whether the equipment is permanently installed, that receives or transmits audio, visual, or data signals and that is not designed solely for the reproduction of sound.
- D. Any accessories used with the electronic equipment described in Exclusion ~~4.ii~~C above do not apply to:
 - 1) Equipment designed solely for the reproduction of sound and accessories, provided such equipment is permanently installed in the covered **Hired Automobile** at the time of the loss or such equipment is removable from a housing unit which is permanently installed in the covered **Hired Automobile** at the time of loss, and such equipment is designed to be solely operated by use of the power from the covered **Hired Automobile's** electrical system, in or upon the covered **Hired Automobile**.
 - 2) Any other electronic equipment that is:
 - a) Necessary for the normal operation of the covered **Hired Automobile** or the monitoring of the covered **Hired Automobile's** operating system
 - b) An integral part of the same unit housing any sound reproducing equipment described above in i. above and permanently installed in the opening of the dash or console of the covered **Hired Automobile** normally used by the manufacturer for installation of a radio.
- E. CSURMA AORMA will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this Endorsement.
- F. Loss arising out of any violation of the rental car agreement. This exclusion does not apply to operation of a **Hired Automobile** on non-paved roads when the off-road operation is authorized by a **Covered Party** for an appropriate business operation and the **Hired Automobile** is appropriate for the conditions of the non-paved road.
- G. Damage to **Hired Automobile's** that are hired, rented or borrowed for more than thirty (30) consecutive days.
- H. Loss or theft of personal belongings.
- I. **Damages** resulting from any **Covered Party's** personal liability.
- J. Loss due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband or illegal activities.
- K. CSURMA AORMA will not pay for confiscation by authorities.
- L. CSURMA AORMA will not pay for losses reported more than forty-five (45) days from the date of loss.



SECTION VIII – CONDITIONS

1. Action Against CSURMA AORMA - No action shall lie against CSURMA AORMA 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 AORMA. 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 AORMA as a co-defendant in any action against the **Covered Party** to determine such **Covered Party's** liability. Under no circumstance shall CSURMA AORMA 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 AORMA 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 AORMA 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 AORMA fail to agree upon an arbitrator, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 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 AORMA without its written consent to endorse hereon.
4. Bankruptcy or Insolvency: Bankruptcy or insolvency of the **Member** or any **Covered Party** shall not relieve CSURMA AORMA of any of its obligations hereunder nor shall such bankruptcy or insolvency increase CSURMA AORMA'S obligations hereunder.
5. 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 and Bylaws and the Policies and Procedures.



6. 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 AORMA, unless and until a written endorsement which expressly amends this Memorandum or waives a provision thereof has been duly issued by CSURMA AORMA and made a part of this Memorandum, unless the CSURMA AORMA policies and procedures regarding claims reporting and claims administration and litigation management have been amended by CSURMA AORMA.
7. Claims Settlement: As stated in the CSURMA AORMA Policy and Procedures regarding Claims Reporting and Claims Administration and Litigation Management:
8. 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 AORMA's rules and rates. CSURMA AORMA shall not be required to perform any obligations under this Memorandum if contributions are not paid.
9. Duties in the Event of Occurrence, Wrongful Act, Claim or Suit: The following provisions and the provisions of the CSURMA AORMA 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 AORMA.
 - 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 the Third Party Claims Administrator (TPA) 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 AORMA.
 - 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 TPA and authorize CSURMA AORMA to obtain records and other information;

- 1) Late Reporting Penalties
 - a) If an **occurrence**, offense, claim, suit or proceeding is not reported by the **Member** to the TPA within the timeframes set below; the following late reporting schedule shall apply;
 - b) If an **occurrence**, offense, claim or suit is reported 1-6 months late as determined by the TPA, a 25% reduction of coverage will apply;
 - c) If an **occurrence**, offense, claim or suit is reported 7-12 months late as determined by the TPA, a 50% reduction of coverage will apply; or
 - d) If an **occurrence**, offense, claim or suit is reported more than 12 months late as determined by the TPA, no recovery will be available to the **Member** or other involved **Covered Party**.

D. The **Member** and any other involved **Covered Party** will cooperate with CSURMA AORMA in the investigation or settlement of the claim, suit or proceeding or defense against and assist CSURMA AORMA, 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.

- 10. **Inspection and Audit:** CSURMA AORMA 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 AORMA at the end of the **Coverage Period** and at such times during the **Coverage Period** as we may direct. CSURMA AORMA may examine and audit **Member's** books and records as they related to this Policy at any time during the **Coverage Period** and extensions thereof and within three (3) years after the final termination of this Policy.

- 11. **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 AORMA.

With respect to **Employment Practices Liability**, as stated in CSURMA AORMA Policy and Procedure on **Claims** Reporting, in no event shall any payments be made by CSURMA AORMA 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 the TPA.

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



As requested, CSURMA AORMA 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 AORMA, and to provide CSURMA AORMA with simultaneous copies of all correspondence provided to the Covered Party by its defense attorneys and/or agents.

12. **Other Coverage:** If other valid and collectible coverage is available to the **Covered Party** for a covered claim, CSURMA AORMA's obligations are limited as follows:

A. **Primary Coverage**

This coverage is primary except when Paragraph 3 below applies. If this coverage is primary, CSURMA AORMA's obligations are not affected unless any of the other coverage is also primary. Then, CSURMA AORMA will share with all other coverage by the method described in Paragraph 3 below.

B. **Excess Coverage:**

- 1) With respect to liability for damages of the Covered Party arising from the conduct or activities of a third party, as between the Member and the CSURMA AORMA, the amount of the Member's deductible as set forth in the Declarations of this Memorandum shall be satisfied in whole or in part (as applicable, depending on how much other coverage is available) by any insurance coverage of said third party/parties which is available and applicable to the liability for damages of the Covered Party. If such third-party insurance coverage exceeds the Member's deductible, all of such third-party insurance coverage (whether written on a primary or an excess basis, or written as reinsurance) shall apply to the loss before the CSURMA AORMA's limits hereunder shall attach.
- 2) When this coverage is excess, CSURMA AORMA will have no duty to defend the Covered Party against any suit if any other coverage provider has a duty to defend the Covered Party against that suit. If no other coverage provider defends, CSURMA AORMA will undertake to do so, but CSURMA AORMA will be entitled to the Covered Party's rights against all those other coverage providers.
- 3) CSURMA AORMA will share the remaining ultimate net loss, if any, with any other coverage that is not described in this provision and was not bought specifically to apply in excess of the limits of liability shown in the Declarations.

C. **Method of Sharing:**

- 1) If all of the other coverage permits contribution by equal shares, CSURMA AORMA will also permit contribution by equal shares. Under this approach, each coverage provider contributes equal amounts until the applicable limit of liability has been paid or none of the ultimate net loss remains, whichever comes first; or



- 2) If any of the other coverage providers does not permit contribution by equal shares, CSURMA AORMA will contribute by limits. Under this method, each coverage provider's share is based on the ratio of its applicable limit of liability to the total applicable limits of liability of all coverage providers.

13. Contribution: The Contribution designated in the Declarations Page is flat and not adjustable, unless:

- A. A material exposure is added;
- B. The Limits of Liability are increased or decreased;
- C. Coverage is restricted or broadened by endorsement; or
- D. The Coverage Period is increased or shortened

14. Separation of Covered Parties: Except with respect to the Section III – Limitations Upon CSURMA AORMA'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.

15. 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.

16. Subrogation/Transfer of Rights of Recovery Against Others to CSURMA AORMA: CSURMA AORMA 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 AORMA 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 plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. CSURMA AORMA 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.



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE FOR
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
(CSURMA AORMA)**

**CALIFORNIA UNINSURED OR UNDERINSURED MOTORISTS
COVERAGE BODILY INJURY
AMENDATORY ENDORSEMENT - #1**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY***

For a covered **Automobile** licensed or principally garaged in or with operations conducted in California this endorsement modifies the Memorandum provided under the following:

Bodily Injury to which this additional coverage applies.

With respect to the additional coverage provided by this endorsement, the provisions of the Memorandum apply unless modified by this endorsement. This endorsement changes the Memorandum effective on the inception date unless another date is indicated below.

SCHEDULE: Limit of Liability - \$250,000 per **Occurrence**

A. Coverage

1. CSURMA AORMA will pay all sums the **Covered Party** is legally entitled to recover as compensatory **Damages** from the owner or driver of an uninsured or underinsured motor vehicle. The **Damages** must result from “**Bodily Injury**” sustained by the **Covered Party** caused by an **Occurrence**. The owner’s or driver’s liability for these **Damages** must result from the ownership, maintenance or use of the uninsured or underinsured motor vehicle.
2. CSURMA AORMA will pay only after the limits of liability under any liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for **Damages** arising out of a **Claim**, suit or proceeding brought without the written consent of CSURMA AORMA is not binding.

B. Exclusions

This additional coverage does not apply to any of the following:

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1. Punitive or exemplary **Damages**.
2. Any **Claim** settled without consent of the CSURMA AORMA. However, this exclusion does not apply to a settlement made with the insurer of an auto described in Paragraph b. of the definition of uninsured or underinsured motor vehicle.
3. The direct or indirect benefit of any insurer or self-insurer under any worker's compensation, disability benefits or similar law or to the direct benefit of the United States, a state or its political subdivisions.
4. **Bodily Injury** sustained by any **Covered Party** while occupying or when struck by any **Automobile** owned by that **Covered Party** that is not a covered **Automobile** for uninsured or underinsured motorists Coverage under this Coverage Form;

However, Exclusion 4 shall not apply to **Bodily Injury** sustained by any **Covered Party** when struck by an **Automobile** owned by the **Member** and operated or caused to be operated by a person without that **Member's** consent in connection with criminal activity that has been documented in a police report and to which that **Covered Party** is not a party to.

5. Anyone using an **Automobile** without a reasonable belief that the person is entitled to do so.
6. **Bodily Injury** sustained by a **Covered Party** while occupying any **Automobile** that is rented or leased to that **Covered Party** for use as a public or livery conveyance.
7. **Bodily Injury** arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Limit of Liability

1. Regardless of the number of covered **Automobiles**, the **Member**, premiums paid, **Claims** made or **Automobiles** involved in the **Occurrence**, the most CSURMA AORMA will pay for all **Damages** resulting from any one **Occurrence** is the limit of liability for Uninsured or Underinsured Motorists coverage shown in the schedule of Declarations Page.
2. For an **Automobile** described in Paragraph b. of the definition of Uninsured Motor Vehicle, our limit of liability shall be reduced by all sums paid because of **Bodily Injury** by or for anyone who is legally responsible, including all sums paid or payable under this policy's liability coverage.



3. No one will be entitled to receive duplicate payment under this coverage for any element of **Damages** for which payment has been made by or for anyone who is legally responsible.
4. CSURMA AORMA will not make a duplicate payment under this coverage for any element of **Damages** for which payment has been made by or for anyone who is legally responsible.
5. CSURMA AORMA will not pay for any element of **Damages** if a person is entitled to receive payment for the same element of **Damages** under any workers' compensation, disability benefits or similar law.

D. Changes in Conditions

The conditions are changed for California uninsured motorist's coverage – **Bodily Injury** as follows:

1. Duties in the Event of Accident, Claim, Suit or Proceeding is changed by adding the following:
 - a. Promptly notify the police if a hit-and-run driver is involved; and
 - b. Send CSURMA AORMA copies of the legal papers if a **Claim**, suit or proceeding is brought. In addition, a person seeking coverage under Paragraph b. of the definition of Uninsured Motor Vehicle must:
 - i. Provide CSURMA AORMA with a copy of the complaint by personal service or certified mail if the **Covered Party** brings an action against the owner or operator of such Uninsured Motor Vehicle;
 - ii. Within a reasonable time, make all pleadings and depositions available for copying by CSURMA AORMA or furnish CSURMA AORMA copies at the expense of CSURMA AORMA; and
 - iii. Provide CSURMA AORMA with proof that the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements.

2. Action Against CSURMA AORMA is replaced by the following:

No legal action may be brought against CSURMA AORMA under this endorsement until there has been full compliance with all the terms of this endorsement and with respect to Paragraphs a., c. and d. of the definition of uninsured motor vehicle unless within two (2) years from the date of the **Occurrence**:

- a. Agreement as to the amount due under this Memorandum has been concluded;
- b. The **Covered Party** has formally instituted arbitration proceedings against CSURMA AORMA. In the event that the **Covered Party** decides to arbitrate, the



Covered Party must formally begin arbitration proceedings by notifying CSURMA AORMA in writing, sent by certified mail, return receipt requested; or

- c. **Claim**, suit or proceeding, for **Bodily Injury** has been filed against the Uninsured Motorist in a court of competent jurisdiction.

3. Transfer of Rights of Recovery Against Others to CSURMA AORMA is replaced by the following:

- a. With respect to Paragraphs a., c. and d. of the definition of Uninsured or Underinsured Motor Vehicle, if CSURMA AORMA makes any payment, CSURMA AORMA is entitled to recover what CSURMA AORMA paid from other parties. Any person to or for whom CSURMA AORMA makes payment must transfer to CSURMA AORMA his or her rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.
- b. With respect to Paragraph b. of the definition of Uninsured or Underinsured Motor Vehicle, if CSURMA AORMA makes any payment and the **Covered Party** recovers from another party, the **Covered Party** shall hold the proceeds in trust for CSURMA AORMA and pay back the amount CSURMA AORMA has paid.

4. Other Insurance is replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all endorsements and the memorandum combined may equal but not exceed the highest applicable limit for any one **Automobile** under any endorsement and the memorandum providing coverage on either a primary or excess basis.
- b. Any coverage CSURMA AORMA provides with respect to an **Automobile** the **Member** does not own shall be excess over any other collectible Uninsured or Underinsured Motorists insurance providing coverage on a primary basis.
- c. If the coverage under this endorsement is provided:
 - i. On a primary basis, CSURMA AORMA will pay only the share of the **Damages** that must be paid under this Memorandum providing coverage on a primary basis. CSURMA AORMA's share is the proportion that the limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

E. Additional Definitions

- 1. Occupying means in, upon, getting in, on, out or off.



2. Uninsured or Underinsured Motor Vehicle means a land motor **Automobile** or trailer:
- a. For which no liability bond or policy at the time of an **Occurrence** provides at least the amounts required by the applicable law where a covered **Automobile** is principally garaged;
 - b. That is an Underinsured Motor Vehicle. An Underinsured Motor Vehicle is a land motor vehicle or for which the sum of all liability bonds or policies at the time of an **Occurrence** provides at least the amounts required by the applicable law where a covered **Automobile** is principally garaged but that sum is less than the limit of liability for this coverage;
 - c. For which an insuring or bonding company denies coverage or refuses to admit coverage except conditionally or with reservation or becomes insolvent;
 - d. That is a hit-and-run **Automobile** and neither the driver nor owner can be identified. The **Automobile** must make physical contact with a **Covered Party**, a covered **Automobile** or an **Automobile** a **Covered Party** is occupying; or
 - e. That is owned by the **Member** and operated or caused to be operated by a person without the owner's consent in connection with criminal activity that has been documented in a police report.

However, Uninsured Motor Vehicle does not include any **Automobile**:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed or modified primarily for use off public roads while not on public roads.

All other terms and conditions in the Memorandum remain unchanged.



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE FOR
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
(CSURMA AORMA)**

**NON-SALARIED STATE EMPLOYEE AUTO LIABILITY
AMENDATORY ENDORSEMENT - #2**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY***

The following is added to Section IV – COVERED PARTIES, Section C.

As respects motor vehicles operated by a Non-Salaried **Employee** of the California State University, CSURMA AORMA agrees to provide coverage directly in excess of the Motor Vehicle Liability Self-Insurance Program as defined by the State Administrative Manual of the State of California, section 2420 including any amendment or successor thereto, subject to all other terms and conditions of this Memorandum of Coverage. The coverage added does not involve the CSURMA AORMA pooling layer of liability.

The coverage provided herein includes liability arising from the use of any owned, non-owned or hired vehicle operated by a Non-Salaried Employee while on State business.

For the purpose of the coverage provided by this endorsement, the following definitions are added:

1. Non-Salaried Employee: Means anyone, including but not limited to a student assistant or volunteer, operating a motor vehicle while on State business.
2. State: Means the State of California; the Trustees of the California State University; the California State University, and its campuses.

2420 MOTOR VEHICLE LIABILITY SELF-INSURANCE PROGRAM (Revised 3/14)

The ORIM administers the State Motor Vehicle Liability Self-Insurance Program (VELSIP), which provides unlimited self-insured liability coverage for the state, agencies, and employees who operate covered self-propelled land vehicles on state business (California Vehicle Code Sections 17000 and 17001). Effective January 1, 2004, liability coverage is limited to \$1 million per occurrence/accident when the state vehicle is operated by a non-salaried employee (i.e. student assistant, volunteer, etc.) on state business. The driver's employing department/agency will be financially responsible for the payment of any claims, settlements, judgments or verdicts in excess of \$1 million. With the exception of peace officers as defined in Insurance Code Section 557.5, the VELSIP provides excess liability coverage for state employees on state business while driving non-state vehicles, but only after the vehicle owner's liability policy limits have been paid. The VELSIP does not provide coverage for injury to state employees nor for damage to state vehicles. Employee injuries are handled through Workers' Compensation coverage. Damage to state vehicles are handled through the budget of the owning state agency.



**CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE FOR
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
(CSURMA AORMA)**

**FIDUCIARY LIABILITY
AMENDATORY ENDORSEMENT - #3**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY***

This is claims made and reported coverage; therefore, the coverage is limited to Claims that are first made against the Member during the coverage period and are reported to CSURMA AORMA during the coverage period.

With respect to the additional coverage provided by this endorsement, the provisions of the Memorandum of Coverage apply unless modified by this endorsement.

A. SUBJECT TO THE LIMIT STATED BELOW CSURMA AORMA AGREES:

To pay on behalf of any **Member** those sums for loss including expenses incurred in the defense and settlement of any **Claim** first made against the **Member** and reported during the **Coverage Period**, alleging a **Wrongful Act(s)** of any **Covered Party**, first committed, or allegedly committed on or subsequent to the Retroactive Date shown herein, in the **Administration** of **Covered Party's Employee Benefit Plans** or **Covered Party's Trusts**.

B. LIMIT OF LIABILITY: (As shown on the Declarations Page)

For the purpose of determining the limit of liability of CSURMA AORMA under this endorsement, all Damages arising out of continuous repeated exposure to substantially the same general conditions shall be considered as arising out of one loss.

Loss, with duration of more than one **Coverage Period** shall be treated as a single loss arising during the **Coverage Period** when the **Claim** is first made, and under no circumstances shall the fact that said loss has duration of more than one **Coverage Period** entitle a **Covered Party** to more than one limit of coverage.

C. EXCLUSIONS

Exclusion 7 - Employee Benefits Liability Claim, Exclusion 9 – Employee Retirement Income Security Act (ERISA) and Exclusion 10 - Fiduciary Liability do not apply to the **Administration**



of the **Covered Party's** Employee Benefit Plans or **Covered Party's** Trusts, but only up to the limit of liability stated above for CSURMA AORMA.

Underwriters shall not be liable to make any payment for that part of Loss, other than Defense Expenses:

1. Which constitutes civil or criminal fines or penalties, taxes, or the multiple portion of any multiplied damage award;
2. Which constitutes payments due under the terms of the Benefit Plan or Trust, unless recovery is based upon a covered **Wrongful Act**;
3. Loss made against the **Covered Party**:
 - a. For libel, slander, **Bodily Injury**, emotional distress, disease, sickness or death of any person. Or any damage to or destruction of any tangible property including loss of use thereof;
 - b. For liability of others assumed by the **Covered Party** under any oral, written or implied contract or agreement; however, this exclusion shall not apply to the extent the **Covered Party** would have been liable in the absence of such contract or agreement; or the liability was assumed in accordance with or under the Benefit Plan or Trust agreement or equivalent document pursuant to which the plan was established;
 - c. Any Insured's gain of any profit, remuneration or advantage to which they were not legally entitled; or
 - d. For **Discrimination** in violation of any law.
4. CSURMA AORMA shall not be liable to make any payment for Loss in connection with any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of:
 - a. Any fact, circumstance, situation, transaction event or **Wrongful Act** which was the subject to any notice given under any prior coverage for fiduciary liability or other similar insurance;
 - b. Any litigation or administrative or regulatory proceeding against any Insured pending on or before the effective date of this endorsement, or any actual, alleged fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged therein which was known to the **Covered Party** prior to the inception of this endorsement, or
 - c. Any deliberately fraudulent or dishonest act or omission or any willful violation of any statute or regulation by any Insured; however, this exclusion shall not apply unless a judgment or other final adjudication adverse to such Insured establishes such a deliberately fraudulent or dishonest act or omission or willful violation.



D. DEFINITIONS

For the purpose of the coverage provided by this endorsement, the following definitions are added:

1. **Administration** means:
 - a. Providing information, advice, counsel or notice to **Employees** or Trust beneficiaries, with respect to the Employee Benefits Plan or Trust;
 - b. Providing interpretations of the Employee Benefits Plan or Trust;
 - c. Handling records in connection with the Employee Benefits Plan or Trust, or
 - d. Effecting enrollment, termination or cancellation of **Employees**, participants, or beneficiaries under the Employee Benefit Plan.

2. **Claim** means:
 - a. A written demand for specific monetary, non-pecuniary, or injunctive relief;
 - b. A criminal or civil proceeding for monetary, non-pecuniary or injunctive relief which is commenced by;
 - i. Service of a complaint or similar pleading; or
 - ii. Return of an indictment (in the case of criminal proceeding); or
 - iii. Receipt or filing of a notice of changes; or
 - c. A formal agency or regulatory proceeding to which a **Covered Party** is subject
Made against a **Covered Party** alleging a **Wrongful Act**.

3. **Claims Expenses** mean reasonable expenditures incurred by a **Covered Party** in defense of a **Claim** covered under this endorsement, including but not limited to, cost of investigations, experts, adjustment services, legal services, court costs and similar expenses; provided however that **Claims Expenses** does not include wages or salaries of a **Covered Party**, or cost of attachment or similar bonds.

4. **Covered Party** means any natural person who was, is now, or becomes:
 - a. A trustee, **Member** of the board of directors, officer, in-house general counsel or an **Employee** of the **Member** of an Employee Benefit Plan or Trust, while acting in his or her capacity as a fiduciary of an Employee Benefit Plan or Trust or as a person performing **Administration** for an Employee Benefit Plan or Trust, or who is;
 - b. Assigned to act as a trustee, or an agent for finances of an Employee Benefit Plan or Trust.



5. Employee Benefit Plan 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, provided that no one other than an **Employee** may subscribe to such benefits and such benefits are made generally available to those **Employees** who satisfy the plan's eligibility requirements;
 - b. Pension plans, provided that no one other than an **Employee** may subscribe to such benefits and such benefits are made generally available to all **Employees** who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave, tuition assistance plans; transportation and health club subsidies.

6. Insured means:
 - a. **Member**
 - b. Elected/Appointed Officials: all past, present and future, including the **Member's** Designated Professional Fiduciary
 - c. **Employees**: all past, present, and future

7. Loss means the amount which a **Covered Party** is legally and personally liability to pay on account of a **Claim** first made or instituted during the **Coverage Period** covered under and not excluded by this additional coverage endorsement.

8. Retroactive Date shall mean any **Claim** or Loss reported pursuant to the terms and conditions herein and rendered on or after the date set forth herein:

For all **Members** other than those **Members** specifically listed below the retroactive date for this endorsement is: July 1, 2010. For all **Members** listed below the retroactive date is as stated.

<u>Campus</u>	<u>AORMA Member</u>	<u>Retroactive Date</u>
Chico	Associated Students of CSU Chico	July 1, 2005
Long Beach	CSU Long Beach Foundation	July 1, 2008
Los Angeles	Associated Students Inc. CSU Los Angeles	July 1, 2007
Northridge	The University Corp., CSU Northridge	October 1, 1991
Northridge	University Student Union, CSU Northridge	October 1, 1999
Sacramento	Capital Public Radio, CSU Sacramento	April 15, 2010
San Jose	San Jose University Research Foundation	July 1, 2002
San Jose	Spartan Shops, Inc.	February 1, 1998



9. Trust(s) means charitable remainder trusts, charitable lead trusts, pooled income funds, or any combination thereof, or any **Employee** pension benefits or **Employee** welfare benefits trust, formed under U.S. Internal Revenue Code Section 501(c)(9), in which a **Member** participates, provided the trust only serves auxiliary organizations who are **Members**.
10. **Wrongful Act** means:
 - a. Any actual or alleged breach of the responsibilities, obligations or duties imposed upon **Covered Party** for the Trusts by common or statutory law or regulation of the United States or any state;
 - b. Any other actual or alleged matter claimed against a **Covered Party** solely because of his or her service as the designated fiduciary of any Employee Benefit Plans or Trusts; or
 - c. Any actual or alleged negligent act, error or omission solely in the **Administration** of any Employee Benefit Plan or Trust, and
 - d. Any actual or alleged breach of duties, obligations and responsibilities imposed by ERISA or by COBRA or by any similar or related federal, state or local law or regulation in the discharge of the **Covered Party's** duties with respect to any Employee Benefit Plans or Trust.

All other terms and conditions in the Memorandum remain unchanged.



CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

DECLARATIONS

- 1. **Memorandum Number:** CSURMA.20~~19~~20.07.01
- 2. **Named Covered Party:**
California State University Risk Management Authority (CSURMA)
California State University (CSU) - Per Endt. 2
Auxiliary Organizations Risk Management Alliance (AORMA) - Per Endt. 3
- 3. **Mailing Address:**
California State University, Office of the Chancellor
401 Golden Shore
Long Beach, CA 90802-4210
- 4. **Memorandum Period:** July 1, ~~2019-2020~~ to July 1, ~~2020~~2021
- 5. **Retained Limit:** \$5,000,000 any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts. Defense Costs erode the Retained Limit.
- 6. **Limits of Liability:**
 - A. Any one Occurrence or Wrongful Act or series of continuous, repeated or related Occurrences or Wrongful Acts excess of Retained Limits.....\$15,000,000
 - B. Aggregate Limit during each Memorandum Period as a result of Completed Operations Hazards\$15,000,000
 - C. Aggregate Limit during each Memorandum Period as a result of Wrongful Acts arising out of Public Officials’ Errors and Omissions LiabilityN/A
 - D. Aggregate Limit during each Memorandum Period as a result of: Employment Practices Liability N/A
 - E. Aggregate Limit during each Memorandum Period as a result of: Employee Benefits Liability N/A
- 7. **Program Administrator:**
Alliant Insurance Services, Inc.
100 Pine Street, Suite 1100



California State University Risk Management Authority

San Francisco, CA 94111-5101

8. Self-Insured Claims Servicing Organizations:

Campus: Office of the Chancellor (Self-Administered)

AORMA: Carl Warren & Company

9. Premium:

These Declarations together with the coverage form and endorsements issued to form a part of the Memorandum thereof, complete the above numbered Memorandum.

Countersigned:

Zachary Gifford
CSURMA Secretary-Auditor

Date:



California State University Risk Management Authority

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE

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

Throughout this Memorandum the words **you** and **your** refer to the **Named Covered Party(s)** shown in the **DECLARATIONS** and any other person(s) or organization(s) qualifying as a **Covered Party** under this Memorandum. The words **we**, **us**, and **our** refer to the entity providing this coverage, namely **CSURMA**. Other words and phrases that appear in boldface have special meaning. Refer to **SECTION VII DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the statements in the **DECLARATIONS** made a part hereof and subject to all of the terms of this Memorandum, **we** agree with **you** as follows:

SECTION I - COVERAGE AGREEMENT

We will pay on **your** behalf the **Ultimate Net Loss** in excess of **your Retained Limit** hereinafter stated which **you** become legally obligated to pay as **Damages** because of:

- Personal Injury;**
- Property Damage;**
- Public Officials Errors and Omissions;**
- Employment Practices Claims;** or
- Employee Benefits Wrongful Act**

to which this Memorandum applies caused by an **Occurrence** or a **Wrongful Act** that takes place during the Memorandum Period.

SECTION II - DEFENSE AND DEFENSE COSTS

1. **We** will have the right and duty to defend any **Claim** or **Suit** against the **Covered Party** 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 **Retained Limit** has been exhausted by the payment of **damages** including **defense costs** to which this coverage applies and provided further that no other insurer has a duty to defend or is defending such **Claim** or **Suit**.
2. **We** will have no duty to defend the **Covered Party** against any **Claim** or **Suit** seeking **damages** arising out of any **Occurrence** or **Wrongful Act** to which this coverage does not apply.
3. When **we** assume the defense of any **Claim** or **Suit** on **your** behalf, **we** will:
 - A. Investigate, negotiate and settle the **Claim** or **Suit** as **we** 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 **we** are not obligated to apply for or furnish any such bond;
- 2) Premiums on appeal bonds required by law to appeal any **Claim** or **Suit** **we** defend, but **we** are not obligated to apply for or furnish any such bond;
 - 3) All reasonable costs taxed against **you** in any **Claim** or **Suit** that **we** defend;
 - 4) Pre-judgment interest awarded against **you** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable Limit(s) of Liability, **we** 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 **we** have paid, offered to pay or deposited in court the part of the judgment that is within our applicable Limit(s) of Liability; or
 - 6) **Your** reasonable expenses incurred with **our** consent or at **our** request.
4. **We** will not defend any **Claim** or **Suit** after our applicable Limit(s) of Liability has been exhausted by payments of judgments or settlements including **Defense Costs**.
 5. Except as provided in Paragraph 1 above, **we** will have no duty to defend any **Claim** or **Suit** against the **Covered Party**. **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 **Covered Party** shall cooperate fully with us in such participation. If **we** exercise this right, **we** will do so at our own expense.
 6. All expenses **we** incur in the defense of any **Claim** or **Suit** are included in our Limit of Liability and are not paid in addition to our Limit of Liability.

SECTION III - YOUR RETAINED LIMIT - OUR LIMIT OF LIABILITY

Regardless of the number of (1) **Covered Parties** under this Memorandum, (2) persons or organizations who sustain **injury** or **Damage**, or (3) **Claims** made or **Suits** brought on account of **Personal Injury** Liability, **Property Damage** Liability, **Public Officials Errors & Omissions** Liability, **Employment Practices** Liability or **Employee Benefit** Liability, **our** liability is limited as follows:

With respect to **Personal Injury, Property Damage, Public Officials Errors & Omissions, Employment Practices or Employee Benefit Wrongful Act**, or any combination thereof, **our** liability shall be only for the **Ultimate Net Loss** in excess of **your Retained Limit** as specified in Item 5. **Retained Limit** section of the **DECLARATIONS** as the result of any one **Occurrence** or **Wrongful Act**, and then for an amount not exceeding the amount specified in Item 6.A. of the Limit of Liability section of the **DECLARATIONS** as the result of any one **Occurrence** or **Wrongful Act**.

This Memorandum is subject to aggregate Limits of Liability as stated in the **DECLARATIONS** as stated in Items 6.B., 6.C., 6.D., and 6.E. These aggregate Limits of Liability are the maximum



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amount that will be paid under this Memorandum for all **Occurrences, Wrongful Acts, Employee Benefit Wrongful Act or Related Employee Benefit Wrongful Acts**, as the case may be, during the Memorandum Period applying separately to:

**Completed Operations Hazard;
Public Officials' Errors and Omissions;
Employment Practices Claims
Employee Benefit Claims**

In the event the **Named Covered Party** is an entity established pursuant to a Joint Powers Authority or Joint Coverage Fund, by whatever name called, and there are multiple **Named Covered Parties** shown on the respective **Named Covered Party** endorsement under this Memorandum, the CSURMA's each **Occurrence** or **Wrongful Act** Limit of Liability and the **Named Covered Party's Retained Limit** under this Memorandum shall apply separately to each **Named Covered Party**.

However, an **Occurrence** or **Wrongful Act** involving more than one **Named Covered Party** shall be treated as a single **Occurrence** or **Wrongful Act**. A single CSURMA each **Occurrence** or **Wrongful Act** Limit of Liability and a single **Retained Limit** shall apply.

It is understood and agreed that nothing will be construed to increase our Limit of Liability. It is further understood and agreed that the Aggregate Limits of Liability as set forth in the **DECLARATIONS** shall be applied separately to each **Named Covered Party**.

For the purpose of determining the limit of our liability, the **Ultimate Net Loss** arising from **Damages for Personal Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Claims** or **Employee Benefit Wrongful Act** arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence** or **Wrongful Act**.

Personal Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Claims or **Employee Benefit Wrongful Act** taking place over more than one Memorandum Period covered by us shall be deemed to have taken place during the last Memorandum Period and only that limit shall apply.

SECTION IV - MEMORANDUM PERIOD - EXPANDED COVERAGE TERRITORY

The Memorandum Period commences on the effective date shown in the **DECLARATIONS**. The Memorandum Period ends on the earlier of either the expiration date or the effective date of cancellation of this Memorandum. If a person or organization becomes a **Covered Party** under this Memorandum after the effective date, the Memorandum Period for that person or organization begins on the date the person or organization became a **Covered Party**.

This Memorandum applies to **Personal Injury, Property Damage, Public Official's Errors and Omissions, Employment Practices Claims, or Employee Benefits Wrongful Acts** arising out of an **Occurrence** or a **Wrongful Act** that takes place during the Memorandum Period, in the Expanded Coverage Territory, subject to the following:

1. If a **Claim** is made and a **Suit** is brought for such **Occurrence** or **Wrongful Act** in the United



California State University Risk Management Authority

States of America, we will pay on your behalf the Ultimate Net Loss in excess of your Retained Limit hereinafter stated, which you become legally obligated to pay as Damages, to which this Memorandum applies caused by an Occurrence or a Wrongful Act that takes place during the Memorandum Period.

- 2. If a Claim is made and a Suit is brought for such Occurrence or Wrongful Act that is within the Expanded Coverage Territory but outside the United States of America, the Covered Party will initiate a defense of the Claim or Suit and we will indemnify the Covered Party for Ultimate Net Loss in excess of your Retained Limit hereinafter stated, which you become legally obligated to pay as Damages, to which this Memorandum applies caused by an Occurrence or a Wrongful Act that takes place during the Memorandum Period. 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 Covered Party shall cooperate fully with us in such participation. If we exercise this right, we will do so at our own expense.
3. All payments or reimbursements we make for Damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the Covered Party became legally obligated to pay such sums.
4. The Covered Party must fully maintain any coverage required by law, regulation or other governmental authority during the Memorandum period, except for reduction of the aggregate limits due to payment of Damages.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this coverage. However, this coverage will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V - PERSONS OR ENTITIES COVERED

The following are Covered Parties;

- 1. The Named Covered Party as designated in the DECLARATIONS.
2. Commissions, boards, districts, authorities, committees, agencies, not-for-profit corporations or other entities under the direction or control of the Named Covered Party, while acting solely within the course and scope of their duties with and for the direct benefit or on behalf of the Named Covered Party.
3. Past or present employees, directors, officers, trustees or any equivalent position, volunteers, elected or appointed officials of the Named Covered Party, including Contract Employees of the Covered Party, while acting within the course and scope of their employment or under the direction and control for or on behalf of the Named Covered Party. This does not include any person working on retainer or as an independent contractor.
4. Any person:
A. Designated in paragraphs 1, 2, and 3 above, with respect to any Automobile not owned by you that is used in your operations as a public entity; and



- B. Using any **Automobile** owned by the **Named Covered Party** or hired **Automobile** or any person legally responsible for the use thereof, provided that the **Automobile** is being used with **your** permission and while acting on **your** behalf.

The coverage granted by this provision, however does not apply to:

- A. Any person operating an **Automobile** while working in a business that sells, services, repairs, delivers, tests, parks, or stores **Automobiles** unless it is your business; or
- B. The owner or lessee of any hired **Automobile**, other than you or any agent or employee of such owner or lessee.

However, with respect to California State University owned, hired or non-owned **Automobiles**, coverage afforded under **Section V. Persons or Entities Covered** item 4. only applies to **Non-Employee Drivers**.

Non-Employee Drivers means any volunteer, student, or any individual who is not an employee of the **Named Covered Party** while driving an **Automobile** and acting for or on behalf of the **Named Covered Party**.

- 5. Student Organizations including those involved with radio, television and publishing, but only those organizations formally recognized by the **Named Covered Party** as student organizations.
- 6. Students, but only with respect to liability arising out of service by the student as a teaching assistant or student teacher; while serving in a supervised internship program in satisfaction of course requirements; while participating in activities required to complete nurse training or similar allied health courses; while participating in teacher certification programs; while serving or acting under the direction of an entity included as a **Named Covered Party**.
- 7. All special districts governed by the entity’s board and all other districts or agencies named on the Memorandum.
- 8. Police Officers currently employed by **you** as respects secondary employment specifically authorized by **your** Police Department (commonly referred to as “moonlighting”); however:
 - A. This coverage would only apply to extent that **you** were joined in any suit naming said Police Officers; and
 - B. This coverage is excess over any other valid and collectible coverage covering any loss for which this coverage would otherwise be applicable; and
 - C. Nothing provided hereunder would serve to increase any Limits of Liability of this Memorandum.

SECTION VI - EXCLUSIONS

This Memorandum does not apply:

- 1. To any obligation for which **you** or any carrier as the insurer for **you** may be held liable



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under any workers' compensation, occupational disease, unemployment compensation or disability benefits law, or under any similar federal, state or local law.

2. To **Bodily Injury** to any of **your** employees arising out of and in the course of employment by **you**, 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 Coverage or **Employment Practice Liability**.
3. To any liability for **Property Damage** to:
 - A. Real property owned, occupied by or leased to **you**, **your** agents or subcontractors;
 - B. Real or personal property in **you**, **your** agents or subcontractors care, custody or control or as to which **you**, **your** agents or subcontractors are for any purpose exercising physical control;

The above exclusions 3.A. and 3.B. do not apply to:

- 1) Real and personal property, including **Automobiles** and mobile equipment, in **your** custody as part of the operations of impound lots or seizure activities, as well as personal property in **your** care, custody and control at the time of arrest or incarceration;
- 2) Non-owned **Automobiles** that are in **your** care, custody or control;
- 3) Real property that is leased or rented by **you** for losses arising out of fire, smoke or resulting water damage.

Items 1), 2) and 3) above are subject to a maximum limit of coverage of \$1,000,000 per Occurrence.

4. As respects liability assumed by **you** under any contract:
 - A. To any **Claim**, judgment or agreement from any arbitration proceeding wherein **we** are not entitled to exercise **your** rights in the choice of arbitrators, and in the conduct of such proceedings;
 - B. If the indemnitee of the **Covered Party** is an architect, engineer or surveyor, for the liability of the indemnitee, his agents or employees, arising out of:
 - 1) The preparation or approval of contracts, maps, plans, drawings, opinions, reports, tests, inspections, surveys, change orders, designs or specifications;
 - 2) The giving or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give results in **Personal Injury** or **Property Damage**.
5. To liability arising out of the ownership, maintenance, **Loading** or **Unloading**, use of, or operation of any **Aircraft**, airfields, runways, hangars, buildings, or other properties in connection with aviation activities.



This exclusion shall not apply to:

- A. **Loading or Unloading of Aircraft** by paramedics, nurses or emergency medical technicians employed by **you** in the course of medical treatment.
 - B. Static **Aircraft** used for instructional **Aircraft** maintenance training, and classroom or travel activity associated with an **Aircraft** program or curriculum (non-flight purposes only).
 - C. Those areas open to the public for the purpose of entering, leaving, or using the airport facilities (including parking lots, and garages) or to liability arising out of the ownership, operation, rental, or loan of vehicles licensed for highway use while being operated away from the premises of any airfield.
 - D. Class 1. Amateur Rockets, as defines by the U.S. Department of Transportation, Federal Aviation Administration, Procedures for Handling Airspace Matters, Order JO 7400.2K, Effective Date: April 3, 2014, Chapter 31. Amateur Rocket and Commercial Space Operations, Section 1. General, 31-1-5. DEFINITIONS, c. Amateur Rocket Class 1 a model rocket that uses no more than 125 grams (4.4 ounces) of propellant; uses a slow-burning propellant; is made of paper, wood, or breakable plastic; contains no substantial metal parts; and weighs no more than 1,500 grams (53 ounces) including the propellant.
6. To any liability arising out of the operation of any hospital, clinic, or health care facility, owned or operated by any **Covered Party**. This includes, but is not limited to:
- A. The rendering or failure to render:
 - 1) Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - 2) Any service or treatment related to physical or mental health or of a professional nature; or
 - 3) Any cosmetic or tonsorial service or treatment.
 - B. The furnishing of or dispensing of drugs or medical, dental or surgical supplies or appliances.

This exclusion does not apply to any liability arising out of;

- A. Ambulance operations, occupational physical examinations, student nursing programs, infirmaries, non-clinic nursing services or services of the **Covered Party's** employees who are nurses, physician assistants, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, or physical therapists;
- B. **Employment Practices Liability;**
- C. First aid to any person. For the purposes of this exception, first aid means the immediate and emergency care given to an ill or injured person before regular



California State University Risk Management Authority

medical aid can be obtained;

- D. Any nursing services clinic that does not perform invasive surgery of any kind;
 - E. Operations performed by coroners; or
 - F. Volunteer medical personnel while attending an activity sponsored by the **Covered Party** or while on school premises under the **Covered Party's** control.
7. To **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**.
8. To liability arising out of the failure to adequately supply electrical power, fuel or water or to liability arising out of the interruption of the electrical power, fuel or water supply. However, this exclusion does not apply to the failure to supply water if:
- A. Such failure is caused by an **Occurrence** or **Wrongful Act** as defined in this Memorandum; and
 - B. The combined capacity of **your** installed production facilities and contractual supply arrangements is equal to or greater than one hundred (100) percent of the water demand on **your** water system.
9. To **Personal Injury** or **Property Damage** arising out of out of the ownership, maintenance, operations, use, **Loading** or **Unloading** of (1) any **Watercraft** owned or operated by or rented or loaned to **you**, or (2) **Watercraft** operated by any person in the course of employment by **you**.
- However, this exclusion shall not apply to: (1) any owned and/or non-owned **Watercraft** less than fifty-one (51) feet in length, (2) any **Watercraft** while ashore or on premises owned or controlled by **you**, or (3) rowing or sculling shells regardless of length.
10. To **Personal Injury, Property Damage** or **Public Officials' Errors and Omissions**:
- A. With respect to which **you** are also an Insured under a nuclear energy policy issued by the Nuclear Energy Liability-Property Coverage Association, Mutual Atomic Energy Liability Underwriters or Nuclear Coverage Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion or its limit of liability; or
 - B. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or any organizations required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; (2) **you** are, or had this Memorandum not been available 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;



- C. Under any liability coverage, to **Bodily Injury** or Property Damage, resulting from hazardous properties of nuclear material, if:
- 1) The **nuclear material** (1) is at any **nuclear facility** owned by, or operated by or on **your** behalf, or (2) has been discharged or dispensed 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 **your** behalf;
 - 3) **Bodily Injury or Property Damage** arising out of the furnishing by **you** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operating 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 exclusion 3) applies only to **Property Damage to** such nuclear **facility** and any property thereat.
- D. As used in this exclusion:
- 1) **hazardous properties** includes radioactive, toxic or explosive properties;
 - 2) **nuclear material** means "source material", special "nuclear material" or "byproducts material";
 - 3) **source material**, "special nuclear material" and "by-products material" have the meaning given them in the Atomic Energy Act of 1954 or any law amendatory thereof;
 - 4) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
 - 5) **waste** means any waste material (1) containing "by-products material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** contents, and (2) resulting from the operation by any person or organization of a **nuclear facility** included within the first two paragraphs of the definition of **nuclear facility** below;
 - 6) **nuclear facility** means:
 - a) Any **nuclear reactor**;
 - b) 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 **wastes**;
 - c) 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 **your** custody at the premises where such



equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grains of uranium 235;

d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, including the site on which any of the foregoing is located and all operations conducted on such site and all premises used for such operations;

7) **nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8) With respect to **Property Damage**, the words injury or destruction includes all forms of radioactive contamination of property.

11. As respects to any liability arising out of **Pollutants**:

- A. To any **Claim** for **Personal Injury**, or **Property Damage**, or **Public Officials' Errors and Omissions** arising out of the actual or alleged generation, storage, transportation, discharge, dispersal, escape, treatment, removal of, disposal of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials or other irritants, contaminants or **Pollutants** into or upon the land, atmosphere or water, to include ground water;
- B. To any obligation to defend any **Claim** or **Suit** against **you** alleging **Personal Injury**, or **Property Damage**, or **Public Officials' Errors and Omissions**, if such **Claim** or **Suit** arose from **Personal Injury**, or **Property Damage**, or **Public Officials' Errors and Omissions** arising out of the discharge, dispersal, release or escape of **Pollutants**, anywhere in the world;
- C. To any loss, cost or expense arising out of any governmental demand, direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- D. To any loss, cost or expense arising out of the arranging to dispose of, the transporting of, or disposing of **Pollutants**;
- E. To any loss, cost or expense incurred by a governmental unit or other third party, including but not limited to costs of investigation and monitoring, and attorneys' fees, relating to activities in connection with efforts to test for, monitor, clean up, remove, contain, trace, detoxify or neutralize **Pollutants**;
- F. To any loss, cost or expense arising from any **Underground Storage Tank** unless satisfactory documentation is received and approved by, and are on file with, the **CSURMA**.

However, this exclusion shall not apply to the following:

- A. Loss or **Damage** arising out of **Pollution Conditions** caused by heat, smoke or



fumes from a **Hostile Fire** involving a property which is owned, rented or occupied by the **Covered Party** or upon which operations are being performed by or on **your** behalf;

- B. Loss or **Damage** arising out of **Pollution Conditions** caused by **your** firefighting activities or on **your** behalf, including fires intentionally set for training, intentional demolition or fires intentionally set for the purpose of limiting or controlling a fire;
- C. Loss or **Damage** arising out of **Pollution Conditions** caused by the collision, upset, or overturn of any **Automobile** or mobile equipment;
- D. Loss or **Damage** arising out of **Pollution Conditions** caused by chemicals used in weed abatement or tree spraying activities conducted by **you**;
- E. Loss or **Damage** arising out of **Pollution Conditions** caused by classroom activities conducted by or on **your** Behalf;

However, exceptions A - E above do not apply to loss or **Damage** due to asbestos, silica or lead, including but not limited to lead based paint.

- F. Loss or **Damage** arising out of **Pollution Conditions** caused by the use of pepper sprays, mace, or other chemicals designed to temporarily incapacitate persons as long as the use is deemed to be reasonable force;
- G. Personal Injury or Property Damage which is within the Products Hazard or the Completed Operations Hazard;
- H. Loss or Damage arising out of Pollution Conditions caused by water, whether recycled, reconditioned or reclaimed;
- I. Loss or Damage arising out of Pollution Conditions caused by explosion, lightening, windstorm, vandalism and malicious mischief, riot and civil commotion, flood;
- J. Loss or Damage arising out of Pollution Conditions that meet the following conditions:
 - 1) It was accidental and neither expected nor intended by the **Covered Party**; and
 - 2) It was demonstrable as having commenced on a specific date during the term of this Memorandum; and
 - 3) Its commencement became known to the **Covered Party** within ten (10) calendar days; and was further reported to the person responsible for Risk Management within a reasonable timeframe; and
 - 4) Its commencement was reported in writing to the CSURMA within forty (40) calendar days of becoming known to the person responsible for Risk Management; and
 - 5) Reasonable effort was expended by the **Covered Party** to terminate the



discharge, dispersal, release or escape of **pollutants** as soon as conditions permitted; and

- 6) Its termination was within seventy-two (72) hours of its commencement.

However, nothing contained in this provision J. shall operate to provide any coverage with respect to:

- 1) Any site or location principally used by any **Covered Party**, or others on the **Covered Party**'s behalf for the handling, storage, disposal, dumping, processing or treatment of waste material;
2) Any fines or penalties;
3) Any clean-up costs ordered by the superfund program, or any federal, state or local governmental authority. However, this paragraph shall not serve to deny coverage for third party clean-up costs otherwise covered by this exception to this exclusion simply because of the involvement of a governmental authority;
4) Acid rain;
5) Clean-up, removal, containment, treatment, detoxification or neutralization of **pollutants** situated on premises the **Covered Party** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **pollutants**; or
6) Water pollution caused by oil or its derivatives.

As used herein loss or **Damage** means **Ultimate Net Loss** as defined in the **DEFINITIONS** section of this Memorandum.

- 12. As respects any liability arising out of asbestos and/or silica:
A. To any liability arising out of the manufacture, mining, use, sale, installation, removal, storage, disposal, distribution, or exposure to asbestos products, asbestos fibers, silica or asbestos dust.
B. To any liability to indemnify any party because of **Damage** arising out of **Personal Injury** or loss due to a **Wrongful Act** at any time as a result of the manufacture, sale installation, removal, distribution, transportation or exposure to asbestos, asbestos products, asbestos fibers, silica or asbestos dust.
C. To any liability to defend any **Claim** or **Suit** against you seeking **Damages** arising out of **Personal Injury** or **Property Damage** or **Public Officials' Errors and Omissions** due to an **Occurrence** or loss due to a **Wrongful Act**, if such **Claim** or **Suit** results from any of the following: manufacture, mining, use, sale, installation, removal, distribution, transportation, or exposure to asbestos, asbestos products, asbestos fibers, silica or asbestos dust.
13. As respects any liability imposed upon you under the Employee Retirement Income Security



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Act of 1974 and any amendatory law thereof.

- 14. To any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete failure of any **Dam**. As well as those costs incurred by you to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person
- 15. **Public Officials' Errors and Omissions** Liability, for:
 - A. Personal Injury or Property Damage, as defined, that does not arise out of a **Claim** or Suit for **Public Officials' Errors and Omissions**;
 - B. Refund of taxes, fees or assessments;
 - C. **Your** liability arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of plans or failure to award contracts in accordance with any statute or ordinance which under law must be submitted for bids;
 - D. Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;
 - E. Failure to perform or breach of a contractual obligation except employment contracts;
 - F. Liability arising from the deliberate violation of any statute, law, act, ordinance, rural, or regulation whether federal, state, city, county, district, or local committed by or with the knowledge or consent of any **Covered Party**.

We shall not pay any cost that results from the defense, investigation, and settlement of any **Occurrence** or **Wrongful Act** arising out of any losses excluded herein.

- 16. It is agreed that the following exclusions are hereby included in the Memorandum only or **Wrongful Acts** resulting from **your Employment Practices Claims**:
 - A. **Strikes and Lockouts**. This Memorandum does not apply to any **Claim** or **Claims** for loss arising out of a lockout, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations.
 - B. **W.A.R.N. Act**. This Memorandum does not apply to any **Claim** or **Claims** for loss arising out of the Worker Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto or any similar federal, state or local law.
- 17. This Memorandum does not apply to any **Claim** or **Claims** for any costs incurred by **you** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person.
- 18. To any **Claims** or **Suits** arising from all pending or prior litigation or hearing as well as future **Claims** or **Suits** arising out of said pending or prior litigation or hearing, and arising out of, based upon or attributable to the facts alleged, or to the same or related **Wrongful**

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Acts, alleged or contained in any **Claim** or **Suit** arising out of any **Wrongful Act** prior to the inception of this Memorandum.

19. For Personal Injury, Property Damage, or **Bodily Injury** or any other loss, cost or expense arising in whole or part, out of the installation, repair, removal, encapsulation, abatement, replacement or handling of, presence, ingestion, inhalation, absorption of or exposure to, or testing for, lead in any form or products containing lead.
20. For any loss, injury, **Damage**, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:
 - A. Any **fungus(i)**, **mold(s)**, mildew or yeast;
 - B. Any **spore(s)** or toxins created or produced by or emanating from such **fungus(i)**, **mold(s)**, mildew or yeast;
 - C. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising from any **fungus(i)**, **mold(s)**, mildew or yeast; or
 - D. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i)**, **mold(s)**, yeast, or **spore(s)** or toxins emanating therefrom.

Regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, **Damage**, cost or expense.

20. For injunctions, equitable relief, or any other form of relief other than the payment of money damages.
21. Liability arising out of an alleged willful commission of a crime by **you** or other dishonest fraudulent, or malicious act. At **our** discretion, however, **we** will pay for **Defense Costs** until final adjudication, judgment, or settlement to which **we** have agreed. If the judgment or final adjudication is adverse to **you**, **you** will reimburse **us** for all costs associated with the defense.

This exclusion shall not apply to any vicarious liability that any **Covered Party** has with regard to the managerial, advisory, supervisory, or controlling obligations over the actions of another **Covered Party**.

22. Liability arising out of **your Wrongful Act** for gain, profit, or advantage to which **you** are not legally entitled. At **our** discretion, however, **we** will pay for **Defense Costs** for any **Claim** or **Suit** arising from an alleged willful commission of a crime by **you** or other dishonor, fraudulent or malicious act, for any **Claim** or **Suit** arising out of **your Wrongful Act** for gain, profit, or advantage to which **you** are not legally entitled until final



adjudication, judgment, or settlement to which **we** have agreed. If the judgment or final adjudication is adverse to **you**, **you** will reimburse **us** for all costs associated with the defense.

This exclusion shall not apply to any vicarious liability that any **Covered Party** has with regard to the managerial, advisory, supervisory, or controlling obligations over the actions of another **Covered Party**.

23. Liability arising out of a **Wrongful Act** by **you** or on **your** behalf in the handling of **Claims** or **Suits** within **your Retained Limit** whenever **you** investigate, defend, or settle such **Claims** or **Suits** or elect a third party to investigate, defend or settle such **Claims** or **Suits**.
24. To **Personal Injury, Property Damage** or **Wrongful Acts** arising, directly or indirectly, out of:
 - A. War, including undeclared or civil war; or
 - B. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military or other agents; or
 - C. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against of these.
25. To liability arising out of or in connection with any transit authority, transit system, or public transportation system owned, operated, or regulated by **you**. This exclusion shall not apply to transit or public transportation systems operating over non-fixed routes, including, but not limited to, Dial-a-Ride, senior citizen transportation, or handicapped persons transportation, or to contingent liability coverage where such services are contracted. This exclusion also shall not apply to public transportation owned or operated by **you** operating over fixed routes; i.e., "campus shuttles services."
26. For any **Property Damage** arising out of **Land Subsidence** for any reason whatsoever.
27. For **Personal Injury**:
 - A. Arising out of oral or written publication of material, if done by or at the direction by **you** with knowledge of its falsity; or
 - B. Arising out of oral or written publication of material whose first publication took place before the beginning of the Memorandum Period. All **Personal Injury** arising out of publication of the same or similar material subsequent to the beginning of the Memorandum Period is also excluded.
28. For any **Claim** or **Suit** under any Uninsured Motorists or Underinsured Motorists or any similar law, and to any sums **you** may be legally entitled to recover as **damages** from the owner or operator of any uninsured or underinsured **Automobile** because of **Bodily Injury** and **Property Damage** sustained by any **Covered Party**, caused by an Occurrence and arising out of the ownership, maintenance, operation, use, **Loading** or **Unloading** of



such **Automobile**.

29. To any liability arising out of the operation of an **Automobile** by an employee of the **Named Covered Party** as designated in the **DECLARATIONS** of this Memorandum; however, this exclusion only applies to California State University owned, hired or non-owned **Automobiles**.
30. Under **Employee Benefit Liability, for Claims**:
 - A. Arising out of any **Claims** or part thereof which may be alleged as covered under this Coverage Part if **we** have accepted coverage or coverage has been held to apply for such **Claim** or part thereof under any other Coverage Part(s) of this Memorandum.
 - B. Arising out of any representations made at any time in relation to the price or value of any security, bank, bank deposit or financial interest or instrument, including, but not limited to, advice given to any person to participate in any plan included in the **Employee Benefit Program**.
 - C. Arising out of any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.
 - D. Arising out of any insufficiency of funds to meet any obligation under any **Employee Benefit Program**.
 - E. Arising out of an act, error, or omission by **you** to effect or maintain coverage or bonding for plan property or assets of **Employee Benefit Program**.
 - F. Arising out of failure of performance or performance under any contract by an insurer of benefits subject to the **Employee Benefit Program**.
 - G. Arising from any **Employee Benefit Wrongful Act** or Related **Employee Benefit Wrongful Act** of which **you** were aware prior to the Memorandum Period if such **Employee Benefit Wrongful Act** or Related **Employee Benefit Wrongful Act** could reasonably be expected to give rise to a **Claim**.
 - H. For **damages** arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by **you**, including the willful or reckless violation of any statute.
 - I. For **damages** arising out of **Bodily Injury, Property Damage, or Personal Injury**.
 - J. For **damages** arising out of wrongful termination of employment, discrimination, or other employment related practices.
 - K. For any **Claim** arising out of **your** failure to comply with the mandatory provisions of any Workers' Compensation, Unemployment Compensation Coverage, Social Security or Disability Benefits Law or any similar law.
 - L. For **damages** for which **you** are liable because of liability imposed on a fiduciary by



the Employee Retirement Income Security Act of 1974 as now or hereafter amended, or by any similar Federal, State or Local laws.

M. For any **Claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation by **you**, from the applicable funds accrued or other collectible coverage

31. To any liability arising out of the purchase, sale, or offer of sale, or solicitation, or decline in price or value of any security, debt, bank deposit or financial interest or instrument

SECTION VII - DEFINITIONS

When used in this Memorandum (including endorsements forming a part hereof):

- 1. **Aircraft** means any machine supported in the air by buoyancy or by dynamic action of air on its surfaces including airplanes, helicopters, gliders, **Unmanned Aerial Vehicles** (aka "Drones"), rockets, satellites, and missiles.
- 2. **Automobile** means any licensed land motor vehicle, trailer, or semi-trailer.
- 3. **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 Memorandum Period.
- 4. **Claim(s)** means a demand for money
- 5. **CSURMA** means the insurer(s) specified in the **DECLARATIONS**.
- 6. **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 **you**. 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 **you** at the site of the operations have been completed;
 - B. When all operations to be performed by or on behalf of **you** under the contract have been completed; or
 - C. When the portion of the work out of which the **Injury or Damage** arises 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 Covered Party; or

B. The existence of tools, uninstalled equipment, or abandoned or unused materials.

7. **Contract Employee** means:

A. Any employee who is under contract to **you** one hundred (100) percent of the time; or,

B. Whose only contract of employment is with **you**.

8. **Dam** means any artificial barrier together with appurtenant works, which does or may impound or divert water, and which either:

A. Is twenty five (25) feet or more in height from the natural bed of the stream or water course 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 an impounding capacity of fifty (50) acre-feet or more.

9. **Damages** includes damages for death and for care and loss of services resulting from **Personal Injury** and damages for loss of use of property resulting from **Property Damage**, and losses for **Wrongful Acts** as defined in this Memorandum.

10. **Defense Costs** means attorney's fees, costs and expenses and other fees, costs and expenses incurred in connection with the investigation, settlement, adjustment, defense and appeal of a **Claim** or **Suit** covered hereunder. However, **Defense Costs** do not include **our** office expenses, **your** office expenses or the salaries of **our** employees or officers or **your** employees or officers.

Additionally, **we** may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or **Suits** similar to the one against **you**, and to require that independent counsel have errors and omissions coverage. **You** agree to instruct counsel, whether independent or in-house, to respond to **our** request(s) for information regarding the **Claim** or **Suit** in a timely manner.

11. **Employee Benefit Program** includes any employee benefit plan including, but not limited to, the following: Group life coverage, group accident or life coverage, profit sharing plans, pension plans and stock subscription plans provided that no one other than an employee may subscribe to such coverage plans, unemployment coverage, Social Security Benefits, workers' compensation and disability benefits.

12. **Employee Benefit Wrongful Act** means an actual or alleged negligent act, or omission that arises solely from **your** administration of **your Employee Benefit Program**

13. **Employment Practices** means: Wrongful termination or discrimination arising out of or due to:

A. The refusal to employ any person who is an applicant for employment;



- B. The termination of any person’s employment; or
- C. Employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- D. The spouse, child, parent, brother or sister of that person or persons as a consequence of any of the employment-related practices described in paragraphs A, B or C above is directed;

It is agreed that this Memorandum shall apply to a **Wrongful Act** that **you** become legally obligated to pay or compensate others for an **Occurrence** resulting from **your Employment Practices Claims**. An **Employment Practice Claim** must arise out of the conduct of **your** operations.

- 14. **Employment Practices Claim** means any **Wrongful Act** relating to a past, present, or prospective employee of **yours** and arising out of an actual or alleged wrongful dismissal, discharge or termination, either actual or constructive, of employment, employment related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity, wrongful discipline, failure to grant tenure or negligent employee evaluation or sexual or workplace harassment of any kind, including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures. Employment Practices Claim shall not include any severance, separation wages or payouts, or front or back pay or any amounts owed under any contractual employment agreements.

Employment Practices Claim shall include **Wrongful Acts** 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 laws, as amended, including regulations promulgated thereunder:

- A. Americans with Disabilities Act of 1992 (ADA);
- B. Civil Rights Act of 1991;
- C. Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
- D. Title VII of the Civil Rights Law of 1974, as amended (1983), including the Pregnancy Discrimination Act of 1978; and
- E. Fifth and Fourteenth amendments of the United States Constitution.

- 15. **Expanded Coverage Territory** means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

- 16. **Fungus** includes, but is not limited to, any of the plants or organisms belonging to the major group **fungi**, lacking chlorophyll, and including molds, rusts, mildews, smuts and



mushrooms.

17. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
18. **Injury or Damage** means any **Injury or Damage** covered under this Memorandum and includes but is not limited to **Bodily Injury, Property Damage, Personal Injury** or **Wrongful Acts** as may be defined under this Memorandum.
19. **Covered Party** means the **Named Covered Party** designated in Item 2. of the **DECLARATIONS** and any person or organization qualifying as an **Covered Party** under **SECTION V. PERSONS OR ENTITIES COVERED** of this Memorandum.
20. **Joint Powers Authority (ies)** means two or more public agencies joined together by a joint agreement in order to jointly exercise any power common to the contracting parties, including but not limited to the power to create risk pooling and joint purchase of private coverage.
21. **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.
22. **Loading or Unloading** means the handling of property:
 - A. After it is moved from the place where it is accepted for movement into or onto an **Aircraft, Watercraft or Automobile;**
 - B. While it is in or on an **Aircraft, Watercraft or Automobile;** or
 - C. While it is being moved from an **Aircraft, Watercraft or Automobile** to the place where it is finally delivered;but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **Aircraft, Watercraft or Automobile.**
23. **Mold(s)** means to include, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.
24. **Municipality** means a legally incorporated or duly authorized association of inhabitants of a limited area limited to the following: city, town, county, village, township, borough, hamlet, burg, or state.
25. **Named Covered Party** means the entity(ies) listed in Item 2 of the **DECLARATIONS** including endorsements thereto.
26. **Occurrence** shall mean an accident, event, or continuous or repeated exposure which results in **Bodily Injury** or **Property Damage** during the Memorandum Period, neither expected nor intended by **you.**
27. **Personal Injury** means:



- A. **Bodily Injury**, including disability, shock, mental anguish, mental injury, or death resulting from any of the foregoing;
- B. False arrest, false imprisonment, wrongful detention, or malicious prosecution;
- C. Wrongful entry into, or eviction of any person from, a room, dwelling or premises that a person occupies, or other invasion of the right of private occupancy;
- D. A publication or utterance that slanders or libels a person or organization or disparages a person's or an organization's good, products or services;
- E. A publication or utterance that violates a person's right to privacy;
- F. Assault and battery not committed by or at the direction of, or with **your** consent. However, this limitation does not apply if committed or directed for the purpose of protecting persons from injury or death, or property from **Damage**; and
- G. Discrimination other than as a result of **Employment Practices**.

All of the above seven (7) items which occur during the Memorandum Period.

- 28. **Pollutants** 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.
- 29. **Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment.
- 30. **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.
- 31. **Property Damage** means (1) physical injury to or destruction of tangible property which occurs during the Memorandum Period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an **Occurrence** during the Memorandum Period.
- 32. **Public Entity** refers to that **municipality**, governmental body, department, or unit, which is a **Named Covered Party** in the **DECLARATIONS**.
- 33. **Public Officials' Errors and Omissions** means losses from **Wrongful Acts** committed by **you**.
- 34. **Retained Limit** refers to the amount stated on the **DECLARATIONS**. The **Retained Limit** shall be comprised of **Damages** and **Defense Costs**. **You** shall be responsible for all



California State University Risk Management Authority

Damages and Defense Costs incurred without right to indemnification in accordance with the Memorandum's terms and conditions until the **Retained Limit** is exhausted as a result of **Damages and Defense Costs**.

35. **Spore(s)** means any dormant or reproductive body produced by or arising or emanating out of any **fungus (i), mold(s)**, mildew, plants organisms or microorganisms.
36. **Suit** means a civil proceeding in which damages are alleged because of **Bodily Injury** or **Property Damage**, or **Wrongful Act** to which this Memorandum applies. **Suit** includes:
- A. An arbitration proceeding in which such **Damages** are claimed and to which **you** must submit or do submit with **our** consent; or
 - B. Any other alternative dispute resolution in which such **Damages** are claimed and to which **you** submit with **our** consent.
37. **Ultimate Net Loss** means the total amount of **Damages** including **Defense Costs** we are legally obligated to pay because of **Bodily Injury, Personal Injury, Property Damage, Wrongful Acts, Employment Practices Wrongful Acts or Employee Benefits Wrongful Acts**. **Ultimate Net Loss** shall be established after a contested **Suit** or by compromise settlement to which **we** have previously agreed in writing. **Ultimate Net Loss** shall be reduced by any recoveries or salvages which have been paid to or collected by **us**. **Ultimate Net Loss** includes **Defense Costs** incurred in the defense of an **Occurrence** or **Wrongful Act** to which this coverage applies.
38. **Underground Storage Tank** means any tank, including associated underground piping connected to the tank that has at least ten (10) percent of its volume below ground.
39. **Underlying Coverage** refers to the policies listed in the Schedule of **Underlying Coverage** and includes:
- A. Any renewal or replacement of such policies;
 - B. Any other coverage available to the **you**; and
 - C. Any other valid and collectible risk financing mechanism provided under a **Joint Powers Authority**.
40. **Unmanned Manned Aerial Vehicle** (aka: "Drone") means any vehicle designed to fly in the air with no onboard pilot or crew used principally for the transport of equipment that has a flight weight of 100 lbs. or less (flight weight includes the **Aircraft** itself, fuel and other fluids, and all payload), and is used for research and/or educational purposes.
41. **Watercraft** means a vehicle designed for the transport of persons or property principally on water.
42. **Wrongful Act** means any actual or alleged error, misstatement, omission, negligent act, or breach of duty, including misfeasance, and nonfeasance by the **Covered Party**.

SECTION VIII – CONDITIONS



California State University Risk Management Authority

1. **Action Against Us.** No person or entity has a right under this Memorandum to join us as a party to a lawsuit or to sue us under this Memorandum. **You** acknowledge and agree that this Memorandum was issued to **you** based upon the representations in **your** application for coverage that this Memorandum provides **you** with benefits unique to **your** needs for coverage, based upon **your** stated coverage requirements and decisions as to what coverage **you** decided to purchase; and that this coverage Memorandum is unique to **you**. **You** agree that there are no other persons or entities who have a unity of interest with **you** for any issues that may arise in connection with any dispute that **you** may have with us in connection with any aspect of this Memorandum, including but not limited to its issuance and the coverage that it provides **you**. **You** agree that **your** right to bring any action against us in connection with any dispute is limited to arbitration or submission to small claims court, as per the provisions of **SECTION VIII. CONDITIONS**, Item 3, Arbitration.
2. **Appeals.** In the event **you** elect not to appeal a judgment in excess of **your Retained Limit**, **we** may elect to do so at **our** own expense, but in no event shall **our** liability for **Ultimate Net Loss** exceed the applicable amount specified in the Limit of Liability section of the **DECLARATIONS** plus all **Defense Costs** necessary and incident to such appeal.
3. **Arbitration.** All controversy or **claim** of any nature, including the validity or formation of this Memorandum, that arise out of or relates to this agreement involving two or more parties to this agreement, which cannot be settled among the disputing parties, shall be resolved by submission to a ~~single three person panel; neutral arbitrator for determination through~~ arbitration in accordance with the then current rules of the ~~National Arbitration Forum, Minneapolis, MN~~ California Code of Civil Procedure, and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to decide all disputes between the parties, including but not limited to, the validity, formation, application or interpretation of the agreement, the amount of funds due, if any, and the award of damages only as provided for within this agreement. The arbitrator shall have no power to change, or add to the provisions of this agreement. The arbitrator shall provide a written opinion with his decision and findings of fact and law in accord with the laws in effect in the state in which the **Named Covered Party** is domiciled. In the event the arbitrator's findings are contrary to the laws of the state whose laws are applicable to the dispute, either party shall be entitled to appeal the arbitrator's ruling, at their own expense.

We will pay the cost of administering the arbitration. **We** will not pay the fees of **your** legal representative or the costs incurred in proving **your** case, unless such fees and costs are included in an arbitration award against **us**.

Notwithstanding the foregoing, all disputes between **you** and **us** shall be submitted to Small Claims Court procedure if the amount in dispute provides jurisdiction of the Small Claims Court or, at the option of the **Covered Party** only, disputes involving less than \$25,000 may be subject to arbitration.

The provisions of this paragraph, and the obligation to arbitrate as provided herein, applies to all persons or entities who are a **Covered Party** under the Memorandum and to any other



California State University Risk Management Authority

persons or entities who may be otherwise entitled to the recovery of any Memorandum benefits under state or federal law.

4. **Assignment.** Assignment of interest under this Memorandum shall not bind us until our consent is endorsed hereon; however, if **you** die, such coverage as is afforded by this Memorandum shall apply (1) to **your** legal representative, as the **Named Covered Party**, but only while acting within the scope of his/her duties as such and (2) with respect to **your** property, to the person having temporary custody thereof as the **Covered Party**, but only until the appointment and qualification of the legal representative.

5. **Bankruptcy and Insolvency.** **Your** bankruptcy, insolvency or inability to pay shall not relieve us of any of our obligations under this Memorandum.

But under no circumstances will such bankruptcy, insolvency, or inability to pay require **us** to drop down or in any way replace **your Retained Limit** or assume any obligation associated with **your Retained Limit**.

6. **Cancellation.** This Memorandum may be canceled by the **Named Covered Party** by surrender thereof to **us** or any of **our** authorized agents or by mailing to **us** written notice stating when thereafter the cancellation shall be effective. The Memorandum may be canceled by **us** by mailing to the **Named Covered Party**, at the address shown in this Memorandum, written notice stating when not less than ninety (90) days thereafter such cancellation shall be effective. If **you** fail to discharge when due any of **your** obligations in connection with the payment of premium for the Memorandum or any installment thereof, whether payable directly to **us** or **our** agent or indirectly under a premium finance plan or extension of credit, this Memorandum may be canceled by **us** by mailing to the **Named Covered Party** at the address shown in this Memorandum, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Memorandum period. Delivery of such written notice either by the **Named Covered Party** or by **us** shall be equivalent to mailing.

If **you** cancel, earned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

7. **Changes.** Notice of any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Memorandum or stop **us** from asserting any right under the terms of this Memorandum, nor shall the terms of this Memorandum be waived or changed, except by endorsement issued and made a part of this Memorandum.

8. **First Named Covered Party.** The **Covered Party** first named in Item 2. in the **DECLARATIONS** is authorized to act on behalf of all **Named Covered Parties** and other **Covered Parties** with respect to the giving and receiving of notice of cancellation and



to receiving any returned premium that may become payable under this Memorandum. The **Covered Party** first name in Item 2. in the **DECLARATIONS** is responsible for the payment of all premiums, but the other **Named Covered Parties** jointly and severally agree to make such premium payments in full if the first **Named Covered Party** in Item 2 fails to pay the amount due within thirty (30) days after we give written demand for payment to the first **Named Covered Party** in Item 2.

9. **Inspection and Audit.** We shall have the right, but not the obligation, to inspect **your** 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 **you** or others, to determine or warrant that such property or operations are safe or healthy.

The **Named Covered Party** shall maintain records of such information as is necessary for premium computation, and shall send copies of such record to **us** at the end of the Memorandum Period and at such times during the Memorandum Period as **we** may direct. **We** may examine and audit **your** books and records as they related to this Memorandum at any time during the Memorandum Period and extensions thereof and within three (3) years after the final termination of this Memorandum.

10. **Liberalization Clause.** If within sixty (60) days prior to or during the Memorandum Period **we** adopt any revision which would broaden coverage under this Memorandum without additional premium, such broadened coverage will immediately apply to this Memorandum.
11. **Other Coverage.** If other valid and collectible coverage with any other insurer is available to **you** covering a loss also covered hereunder, whether on a primary, excess or contingent basis, the coverage hereunder shall be in excess of, and shall not contribute with such other coverage; provided, however, this clause does not apply with respect to excess coverage purchased specifically to be in excess of this Memorandum, or to other coverage which is intended to provide the remainder of the Limit of Liability stated in the **DECLARATIONS** of the Memorandum when the coverage afforded under this Memorandum provides less than one hundred (100) percent of the limit set forth on the **DECLARATIONS**.
12. **Premium.** The premium designated in the Memorandum **DECLARATIONS** is flat and not adjustable, unless:
- A. A material exposure is added under the Memorandum;
 - B. The Limits of Liability are increased or decreased;
 - C. The Memorandum is restricted or broaden by endorsement; or
 - D. The Memorandum Period is increased or shortened.
13. **Subrogation.** We shall be subrogated to the extent of any payment hereunder, to all of **your** rights of recovery and **you** shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. **You** may elect to waive **your** right to subrogation prior to a loss. To the extent the **Named Covered Party** elects to waive such



rights, **we** 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 **your Retained Limit** plus the Limit of Liability hereunder shall be reimbursed first to the extent of actual payment. **We** shall be reimbursed next, to the extent of **our** actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse **you**. The expenses 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 **you**, then **you** shall bear the expenses thereof.

14. Violation of Economic or Trade Sanctions. If coverage for a **Claim** or “suit” under this Memorandum is in violation of any United States of America’s economic or trade sanctions, laws, or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) then coverage for that **Claim** or “suit” shall be null and void.
15. **Your Duties in the Event of Occurrence, Wrongful Act, Claim or Suit.**
 - A. In the event of an **Occurrence** or **Wrongful Act** that is reasonably likely to involve **us**, written notice containing particulars sufficient to identify **you** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of any injured persons and witnesses, shall be given by or for **you** to **us** or any of **our** authorized agents as soon as practicable after **your** Risk Manager, Chief Risk Officer, Assistant Vice Chancellor for Risk Management or a Chief Executive Officer of the **Named Covered Party** has knowledge of the **Occurrence** or **Wrongful Act**.
 - B. If **Claim** is made or **Suit** is brought against **you** that is reasonably likely to involve **us**, **you** shall immediately forward to **us** every demand, notice, summons or other process received by **you** or **your** representatives.
 - C. **You** shall cooperate with **us** and upon **our** request assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **you** because of **Personal Injury, Property Damage** or **Public Official's Errors and Omissions** with respect to which coverage is afforded under this Memorandum; and **you** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** will not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense; however, in the event that the amount of **Ultimate Net Loss** becomes certain either through trial court judgment or agreement among **you**, the claimant and **us**, **you** may pay the amount of **Ultimate Net Loss** to the claimant to effect settlement and upon submission of due proof thereof, **we** shall indemnify **you** for that part of such payment which is in excess of **your Retained Limit**, or upon **your** request, make such payment to the claimant on **your** behalf.



D. In the event of an **Occurrence or Wrongful Act**, which is reserved at greater than or equal to fifty (50) percent of **your** retention, **you** shall:

- 1) Report said **Occurrence or Wrongful Act**; or
- 2) Regardless of the reserve amount, report losses without regard to liability falling within the following classifications:
 - a) Fatalities;
 - b) Spinal cord or brain injuries;
 - c) Amputations;
 - d) Loss of sight;
 - e) Severe burns;
 - f) Serious head injury;
 - g) Psycho-neurotic disorders;
 - h) Serious loss of use of any body functions;
 - i) Long term hospitalization;
 - j) Paralysis;
 - k) Civil Rights Allegations, including allegations involving police and law enforcement; or
 - l) Sexual Abuse or Molestation.

E. Whenever **you** have information from which **you** may reasonably conclude that an **Occurrence or Wrongful Act** covered hereunder involves injuries or **Damages**, which in the event that **you** shall be held liable, are likely to involve this Memorandum, notice shall be sent to **us** as soon as practicable; provided, however, that failure to give notice of any **Occurrence or Wrongful Act** which at the time of its happening did not appear to involve this Memorandum, but which at a later date would appear to give rise to **Claims** hereunder, shall not prejudice such **Claims**.

Such notice is to be sent with all pertinent facts as respects Item 15. Your Duties in the Event of Occurrence, Wrongful Act, **Claim** or Suit section of **VIII CONDITIONS** to:

Campus Liability:

Systemwide Risk Management
Office of the Chancellor California State University
401 Golden Shore, 5th Floor Long Beach, CA 90802-4210

Key Contact:



Zachary Gifford, Director-Systemwide Risk Management
(T): 561-951-4568
(E): zgifford@calstate.edu

AORMA Liability:

Carl Warren Company
P. O. Box 3975
Walnut Creek, CA 94598-3975

Key Contact:

Yumi Augustus
(T): 818-265-6765
(E): yagustus@carlwarren.com



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

**SCHEDULE OF ENDORSEMENTS
ENDORSEMENT # 1**

Memorandum Number: CSURMA.20~~19~~20.07.01
Coverage Period: July 1, 20~~19~~20 to July 1, 20~~20~~21

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY***

SCHEDULE OF ENDORSEMENTS
(Attached to the Memorandum of Coverage at Inception)

1. Schedule of Endorsements
2. Named Covered Party Endorsement - CAMPUSES
3. Named Covered Party Endorsement - AUXILIARIES
4. Amendatory Endorsement – Automatic Additional Covered Party Required Contract by Written Contract
5. Amendment - Reporting Requirement - CSU Sacramento Capital Public Radio

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Countersigned:

Zachary Gifford
CSURMA Secretary-Auditor

Date:



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

**NAMED COVERED PARTY - CAMPUSES
ENDORSEMENT # 2**

Memorandum Number: CSURMA.20~~19~~20.07.01
Coverage Period: July 1, 20~~19~~20 to July 1, 20~~20~~21

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY***

Item 2. Named Covered Party, as shown on the Declarations, is completed to read as follows:

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)
Auxiliary Organizations Risk Management Alliance (AORMA)

In addition, the following persons, entities, and organizations (members) are included as **Named Covered Party** under this Memorandum:

1. California State University, Office of the Chancellor
2. California State University, Bakersfield
3. California State University, Channel Islands
4. California State University, Chico
5. California State University, Dominguez Hills
6. California State University, East Bay
7. California State University, Fresno
8. Humboldt State University
9. California State University, Fullerton
10. California State University, Long Beach
11. California State University, Los Angeles
12. California State University Maritime Academy
13. California State University, Monterey Bay
14. California State University, Northridge
15. California State Polytechnic University, Pomona
16. California State University, Sacramento
17. California State University, San Bernardino
18. San Diego State University
19. San Francisco State University
20. San Jose State University
21. California Polytechnic State University, San Luis Obispo



California State University Risk Management Authority

22. California State University, San Marcos
23. California State University, Stanislaus
24. Sonoma State University

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



California State University Risk Management Authority

CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

Memorandum Number: CSURMA.201920.07.01
Coverage Period: July 1, 201920 to July 1, 202021

NAMED COVERED PARTY – AUXILIARY ORGANIZATIONS
ENDORSEMENT # 3

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY

Item 2. Named Covered Party, as shown on the Declarations, is completed to read as follows:

- 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)
Auxiliary Organizations Risk Management Alliance (AORMA)

In addition, the following persons, entities, and organizations (members) are included as Named Covered Party under this Memorandum:

In addition, the following persons, entities, and organizations (members) are included as Named Covered Party under this Policy:

Table with 3 columns: #, Campus, Auxiliary Organization. Lists 18 entries for various campuses including Bakersfield, Channel Islands, Chico, Dominguez Hills, and East Bay.



California State University Risk Management Authority

#	Campus	Auxiliary Organization
19.	East Bay	California State University, East Bay Foundation, Inc.
20.	Fresno	Associated Students, Inc. of California State University, Fresno
21.	Fresno	California State University, Fresno Association, Inc.
22.	Fresno	California State University, Fresno Foundation
23.	Fresno	Fresno State Programs for Children, Inc.
24.	Fresno	The Agricultural Foundation of California State University, Fresno
25.	Fresno	The California State University, Fresno Athletic Corporation
26.	Fullerton	Associated Students California State University, Fullerton, Inc.
27.	Fullerton	Cal State Fullerton Philanthropic Foundation
28.	Fullerton	CSU Fullerton Auxiliary Services Corporation
29.	Humboldt	Associated Students of Humboldt State University
30.	Humboldt	Humboldt State University Center Board of Directors
31.	Humboldt	Humboldt State University Foundation
32.	Humboldt	Humboldt State University Sponsored Programs Foundation
33.	Long Beach	Associated Students, California State University, Long Beach
34.	Long Beach	California State University, Long Beach Research Foundation
35.	Long Beach	CSULB 49er Foundation
36.	Long Beach	Forty-Niner Shops, Inc.
37.	Los Angeles	Associated Students, California State University, Los Angeles, Inc.
38.	Los Angeles	Cal State L.A. University Auxiliary Services, Inc.
39.	Los Angeles	California State University, Los Angeles Foundation
40.	Los Angeles	University-Student Union at California State University, Los Angeles
41.	Maritime Academy	California Maritime Academy Foundation, Inc.
42.	Maritime Academy	The Associated Students of the California Maritime Academy
43.	Monterey Bay	Foundation of California State University, Monterey Bay
44.	Monterey Bay	University Corporation at Monterey Bay
45.	Monterey Bay	Otter Student Union at CSU Monterey Bay
46.	Northridge	Associated Students, California State University, Northridge, Inc.
47.	Northridge	California State University, Northridge Foundation
48.	Northridge	North Campus University Park Development Corporation
49.	Northridge	The University Corporation
50.	Northridge	University Student Union of California State University, Northridge
51.	Pomona	Associated Students Inc., California State Polytechnic University, Pomona
52.	Pomona	The Cal Poly Pomona Foundation, Inc.
53.	Pomona	The Cal Poly Pomona Philanthropic Foundation
54.	Sacramento	Associated Students of California State University, Sacramento
55.	Sacramento	Capital Public Radio, Inc.
56.	Sacramento	The University Foundation at Sacramento State
57.	Sacramento	University Enterprises, Inc.
58.	Sacramento	University Union Operation of CSUS, Inc.
59.	San Bernardino	Associated Students, California State University, San Bernardino



California State University Risk Management Authority

#	Campus	Auxiliary Organization
60.	San Bernardino	CSUSB Philanthropic Foundation
61.	San Bernardino	Santos Manuel Student Union of California State University, San Bernardino
62.	San Bernardino	University Enterprises Corporation at CSUSB
63.	San Diego	Associated Students, San Diego State University
64.	San Diego	Aztec Shops, Ltd.
65.	San Diego	San Diego State University Research Foundation
66.	San Diego	The Campanile Foundation
67.	San Francisco	Associated Students of San Francisco State University
68.	San Francisco	San Francisco State University Foundation, Inc.
69.	San Francisco	The University Corporation, San Francisco State
70.	San Jose	Associated Students San Jose State University
71.	San Jose	San Jose State University Research Foundation
72.	San Jose	Spartan Shops, Inc.
73.	San Jose	The Student Union of San Jose State University
74.	San Jose	The Tower Foundation of San Jose State University
75.	San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo
76.	San Luis Obispo	Cal Poly Corporation
77.	San Luis Obispo	California Polytechnic State University Foundation
78.	San Marcos	Associated Students, Inc. of California State University San Marcos
79.	San Marcos	California State University San Marcos Corporation
80.	San Marcos	The California State University San Marcos Foundation
81.	Sonoma	Associated Students of Sonoma State University
82.	Sonoma	Sonoma State Enterprises, Inc.
83.	Sonoma	Sonoma State University Foundation
84.	Stanislaus	Associated Students Incorporated of California State University, Stanislaus
85.	Stanislaus	California State University, Stanislaus Auxiliary and Business Services
86.	Stanislaus	California State University, Stanislaus Foundation
87.	Stanislaus	University Student Union of California State University, Stanislaus
88.	N/A	Auxiliary Organization Associations
89.	N/A	Auxiliaries Multiple Employer VEBA
90.	N/A	Humboldt State University Real Estate Holdings

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

Memorandum Number: CSURMA.20~~19~~20.07.01
Coverage Period: July 1, 20~~19~~20 to July 1, 20~~20~~21

**AUTOMATIC ADDITIONAL COVERED PARTY REQUIRED BY WRITTEN
CONTRACT
ENDORSEMENT #4**

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY***

This endorsement modifies coverage provided under the following:

Schedule of Additional Covered Party
WHERE REQUIRED BY WRITTEN CONTRACT

SPECIAL NOTE: THIS MEMORANDUM PROVIDES COVERAGE IN EXCESS OF A **RETAINED LIMIT**. THE ADDITIONAL COVERED PARTY(S) LISTED ABOVE WILL BE SUBJECT TO THE SAME MEMORANDUM TERMS, CONDITIONS AND LIMITATIONS PROVIDED TO THE **NAMED COVERED PARTY**.

This Memorandum is amended as follows:

1. Any person(s), entity (ies) or organization(s) listed in the Schedule of this endorsement to whom the **Named Covered Party** is obligated by virtue of a written contract to provide coverage solely with respect to **personal injury** and **property damage** is an Additional Covered Party with regard to liability and defense of **claims** or **suits** arising from the operations and uses performed by or on behalf of the **Named Covered Party**.
2. The Limits of Coverage afforded under this endorsement to such person(s), entity (ies) or organization(s) will be limited to the limits of coverage required within the terms of the written contract or the limit of coverage of this Memorandum, whichever is less. **We** will not be obligated for limits of coverage indicated in the written contract that are greater than the limits of coverage of this Memorandum.
3. With respect to **claims** arising out of the operations and uses performed by or on behalf of the **Named Covered Party**, such coverage coverages afforded the Above-Named Additional Covered Party under the Memorandum shall be considered the primary coverage, but will apply in excess of the **Named Covered Party's retained limit**. **We** shall not seek contribution from the other coverage held by the person(s), entity (ies), or organization(s) named above for amounts payable under this coverage. This condition



California State University Risk Management Authority

applies only with respect to liability for **personal injury** or **property damage** arising out of the negligent acts of the **Named Covered Party**.

4. Each coverage under the Memorandum shall apply separately to each Above-Named Additional Covered Party against whom **claim** is made or **suit** is brought except with respect to the limits of coverage afforded to the Additional Covered Party under the Memorandum procured by the **Named Covered Party**.
5. However, Paragraphs 1, 2, 3, and 4 above do not apply to a person(s), entity(ies), or organization(s) unless the **Named Covered Party** had a specific written contract from that person(s), entity(ies) or organization(s) that requires that:
 - A. This coverage be primary;
 - B. They be an Additional Covered Party under this Memorandum; and
 - C. The **Named Covered Party** received such request prior to the date that the **Named Covered Party's** operations for that person(s), entity (ies) or organization commenced.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE

Memorandum Number: CSURMA.20~~19~~20.07.01
Coverage Period: July 1, 20~~19~~20 to July 1, 20~~20~~21

REPORTING REQUIREMENT FOR CAPITAL PUBLIC RADIO, INC.
ENDORSEMENT #5

***THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE
PLEASE READ IT CAREFULLY***

This endorsement modifies the coverage provided under this Memorandum of Coverage.

Schedule	
Prior Acts Time Period:	November 1, 2002 to November 1, 2007
Report Due Date:	July 1, 2020

Only with respect to Capital Public Radio, Inc. the following is added to SECTION I - COVERAGE AGREEMENT:

This coverage applies to any **Personal Injury** Liability, **Property Damage** Liability, **Public officials' Errors and Omissions** Liability or **Employment Practices Liability**, in excess of the **Retained Limit**, occurring within the Prior Acts Time Period shown in the Schedule of this endorsement only if the **claim** or **suit** is reported to **us** by the Report Due Date shown in the Schedule of this endorsement. However, the coverage provided by this endorsement will not apply to such **Personal Injury** Liability, **Property Damage** Liability, **Public Officials' Errors and Omissions** Liability or **Employment Practices Liability** if:

1. The **claim** or **suit** has been reported to or otherwise known by **you** prior to inception of this Policy;
2. The **claim** or **suit** has been reported under any policy whose limits of insurance have been exhausted;
3. The **claim** or **suit** is within and subject to any deductible or self-insured retention under another policy; or
4. Coverage under another policy is impaired by the other carrier's bankruptcy or insolvency.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

FOREIGN TRAVEL INSURANCE PROGRAM ENHANCEMENTS

ISSUE: During the last Executive Committee meeting authority was given to the Secretary-Auditor to move forward toward purchasing a data platform with accompanying services. It has been determined that Terra Dotta and WorldCue will be the CSURMA partners and Staff is in the midst of finalizing contract details.

RECOMMENDATION: No action is recommendation; this item is for information only.

FISCAL IMPACT: None.

BACKGROUND: Foreign travel provides students and faculty/staff enriching experiences and FTIP was created to help aid in obtaining insurance as well as tracking travelers. Over the years campuses have made customizations to process and it has been determined a fresh look at the various parts is a good idea. A Task Group was formed with representatives from the Chancellors Office and various campuses and the group is responsible for evaluating the current processes as well as developing new processes where needed and relaunching.

PUBLICATION: None.

ATTACHMENT(S): None.

CSURMA INSURANCE REQUIREMENTS IN CONTRACT (IRIC)
MANUAL 2020.1

ISSUE: The CSURMA IRIC manual has been updated as follows:

- Additional FAQ's addressing completed operations, independent contractors and following form vs. excess insurance,
- Chapter 2 now includes discussion on following form excess coverage,
- Chapter 3 now includes Owners and Contractor's Protective Coverage (OCP) discussion,
- Chapter 7 now includes discussion on cash receipts and handling with Fidelity Bonds and Crime Insurance
- NEW Chapter 8 – Schools and Other Youth Serving Organizations
- NEW ISO Forms CG 20 39, CG 20 40, CG 24 53

RECOMMENDATION: No action is recommended; this item is for information only.

FISCAL IMPACT: None.

BACKGROUND: None.

PUBLICATION: The CSURMA IRIC manual is posted on the CSURMA website.

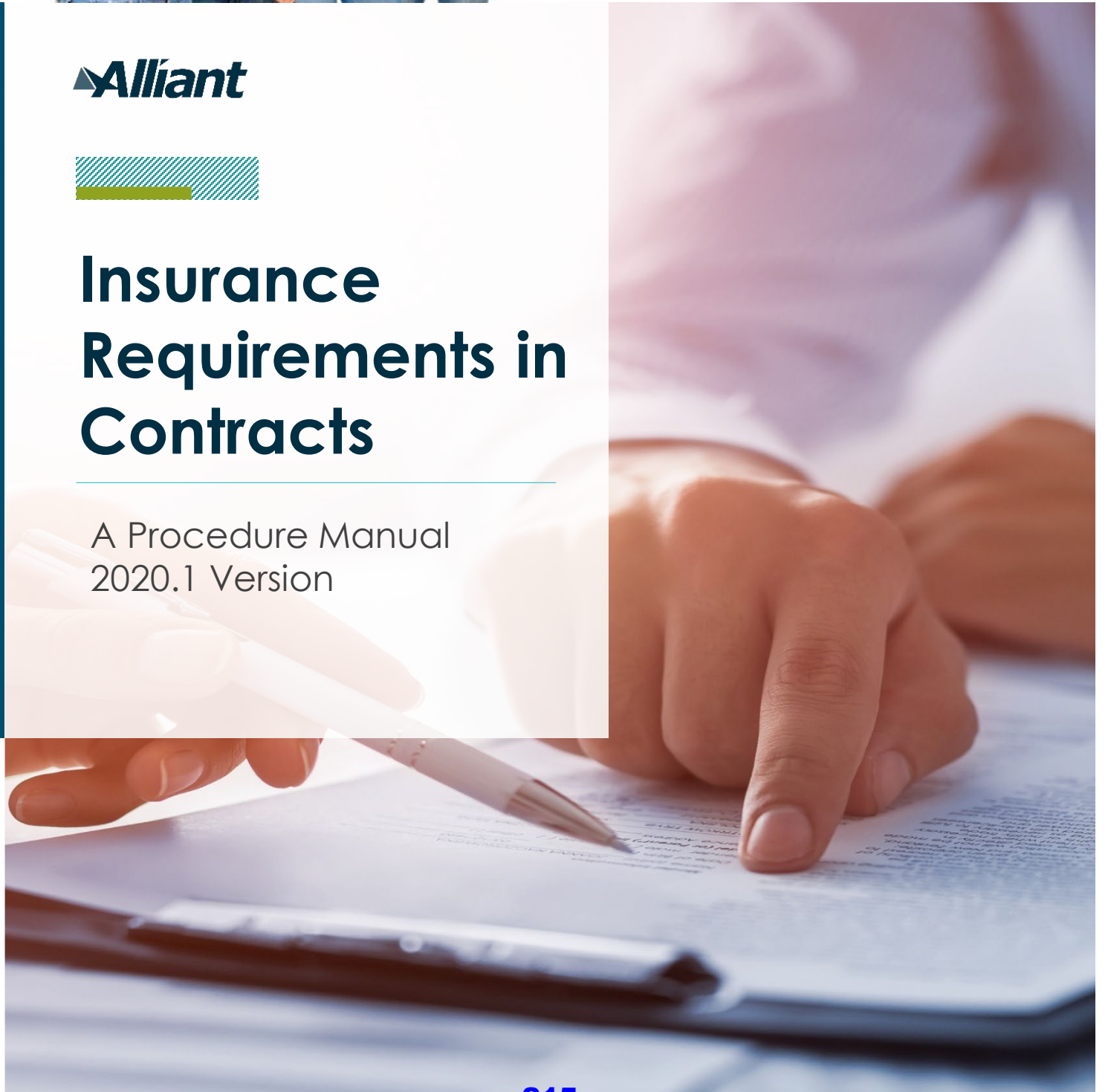
ATTACHMENT(S):

- a. CSURMA IRIC Table of Contents
- b. IRIC PowerPoint Presentation



Insurance Requirements in Contracts

A Procedure Manual
2020.1 Version



This manual was originally developed and placed in public domain to benefit public agencies. Sections of this current edition have been updated by Alliant Insurance Services, Inc. The manual is intended to provide general guidelines. Alliant does not warrant or guarantee the legal effect or the appropriate use of the contents. Alliant recommends that users consult with their legal counsel when considering contractual language.

Forms from the Insurance Services Office (ISO) are reproduced and included with permission of the ISO.

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California State University Risk Management Authority

CSURMA Board of Directors Meeting May 8, 2020 Insurance Requirements In Contracts Manual & Services

CSURMA Edition v.2020.1



Daniel Howell, CSURMA Program Director
Alliant Insurance Services, Inc.
dhowell@alliant.com



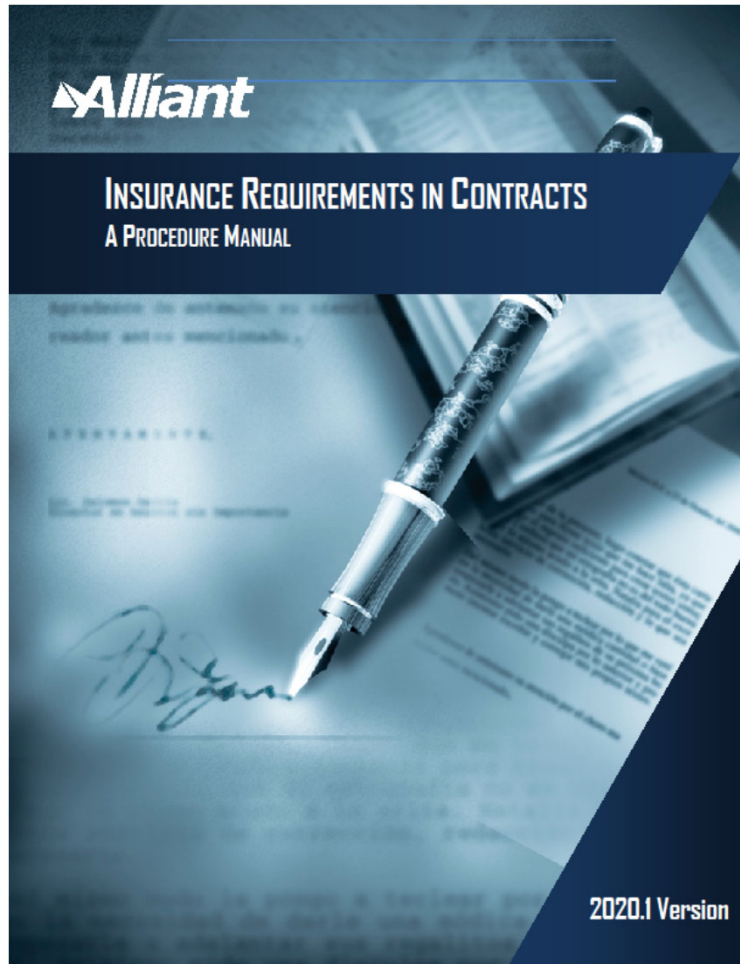
Presentation Outline

1. IRIC Manual Development and History
2. Indemnification Matters
3. Version 2020.1 Update
4. EIA Products, Training and Services

1. The IRIC Manual

- **The basis of the Insurance Requirements in Contracts Manual (IRIC) stems from work by public entity risk managers and consultants since the 1970's**
- **It is relied upon by hundreds of public entities**
- **Alliant has maintained and published the manual as a service to the public entity community**
- **CSAC EIA (STBKNA "PRISM") has partnered with Alliant – engaging Bob Marshburn to work with Dan Howell to edit annual updates**
- **Version 2020.1 Published in February**
 - **Available at EIA website and Alliant Public Entity webpage**

IRIC Manual on the Web



2. Indemnification Matters



- **There is no way to trigger coverage without a contractor's obligation to indemnify.**
 - *The indemnification clause language needs to be allowed under the law.*
- **There is no way to trigger coverage without a valid “insured contract.”**
- **ISO CG 00 01 defines “Insured Contract” at Paragraph 9. of Section V. Definitions**
 - **Nearly always in writing & always formed in advance of the loss.**

3. Updates – Version 2020.1



- **Three NEW FAQ's to address:**
 - 34. How can we ensure coverage for competed operations?
 - 35. Is my independent contractor really an independent contractor?
 - 36. Dispelling the myth of “following form” excess insurance coverage
- **Chapter 2 now includes discussion on following form excess coverage**
- **Chapter 3 now includes Owners and Contractor's Protective Coverage (OCP) discussion**
- **Chapter 7 now includes discussion on cash receipts & handling with Fidelity Bonds and Crime Insurance**
- **NEW Chapter 8 – Schools and Other Youth Serving Organizations**
- **NEW ISO Forms CG 20 39, CG 20 40, CG 24 53**

New ISO Forms – Construction



- **Old Way:**

- Combine the AI for ongoing operations CG 2010 or CG 2026 (construction) plus the CG 2037 (for completed operations).
- Note: Your entity has to be scheduled (shown) on the 2010 or 2026 & 2037, and should be shown as named in the underlying contract.

- **New Way:**

- Combine the CG 2033 (Blanket ongoing operations) with **NEW** CG 2039 (Blanket completed operations in WRITTEN construction agreement).
- Note: Your entity does not have to be scheduled on these endorsements as they apply on a blanket basis.

New ISO Forms - Subcontractors



- **Privity of contract – Your entity does not directly have a contract with the subcontractor**
 - Your contract with prime must require subcontractors of every tier to indemnify and have insurance for entity.
- **New Way:**
 - Combine the **RELATIVELY NEW** CG 2038 (Blanket ongoing operations, contract not with you) with **NEW** CG 2040 (Blanket completed operations, contract not with you).
 - Note: Your entity does not have to be shown on these endorsements as they apply on a blanket basis where required by “other parties when required in a written construction agreement.”

New ISO Form - Subrogation



- **“Waiver of Transfer of Rights of Recovery Against Others to Us”**
 - AKA “waiver of subrogation.”
- **Old Form – CG 24 04 – Scheduled**
- **New Form – CG 24 53 – Automatic (blanket)**
- **Nuance: Under the Builder’s Risk (COC), what property is a covered part of a project vs. contractor damage to other property of the Entity?**

Technology Risks

- Is this agreement for a physical product or installation? *See Exhibit 8.*
- Is this agreement for technology consulting or software, or software as a service? AKA Technology Professional Liability (E&O) *See Exhibit 7.*
- Coverage for intangible property (data) provided under Cyber policies – usually not under Tech E&O.
- Vendor standard agreements and negotiating clout
- Coverage for losses caused by vendors under your entity's own "Cyber" Insurance.
- Special Note: **Funds Transfer Fraud.**

Special Events



- If the user is providing insurance via ongoing insurance program, use standard insurance provisions such as \$1 million per occurrence, \$2 million annual aggregate.
- If a special events policy is providing coverage no split annual aggregate is needed as the policy is dedicated to that event (i.e. accept \$1 million per occurrence, \$1 million annual aggregate).
- **Special Special Events:**
 - *The reason the premium is so high is that underwriters have seen higher claims from this type of event.*

Final Reminder!

- All older agreement forms and purchase order forms have positively got to be updated in very strong and clear language to show that:
 - Required Limits are **MINIMUMS**
 - Your entity is entitled to **ANY** insurance available to the contractor.

4. Questions?

- www.csurma.org



The logo for Alliant, featuring a stylized white triangle pointing to the right, followed by the word "Alliant" in a white, italicized, sans-serif font. A small "13" is located at the bottom right of the word "Alliant".

PRAESIDIUM PROPOSAL

ISSUE: The current three-year Praesidium contract will expire on June 30, 2020. Praesidium has proposed two different renewal options which the Executive Committee will be reviewing at its meeting today. Staff will provide a verbal report summarizing the action taken by the Executive Committee.

RECOMMENDATION: No action is recommended; this item is for information only.

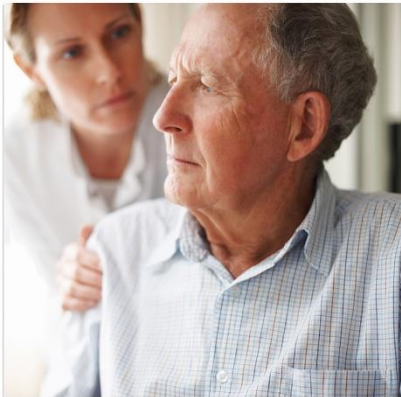
FISCAL IMPACT: To be determined based on action taken by the Executive Committee at its meeting today.

BACKGROUND: Staff will be on hand at the meeting to discuss the Praesidium renewal proposal as well as the action taken by the Executive Committee.

PUBLICATION: When the renewal services are finalized, notice will be sent out to all members.

ATTACHMENT(S):

- a. Praesidium Renewal Proposal and Utilization Report



Praesidium Renewal Proposal and Utilization Report

California State University Risk Management Authority

April 24, 2020

This pricing will remain valid for 90 days.



PRAESIDIUM

800.743.6354 • 817.261.7864 fax
www.PraesidiumInc.com

37.

Information contained in this proposal is confidential and proprietary to Praesidium, Inc. and should not be disclosed to anyone not a designated recipient or reviewer.

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Executive Summary

Over the last six years, Praesidium has collaborated with California State University Risk Management Authority to bring a range of abuse prevention resources to The California State University System for the benefit of its twenty-three campuses and dozens of auxiliary organizations. These efforts have included at various times projects designed to strengthen the existence of:



Evolution of Training Utilization

Although different resources have been promoted more heavily in some partnership periods compared to others, the adoption rate of resources has followed a natural pattern involving early adopters that steadily built momentum over time to ripple across the system on a wider level. These trends can be seen in existing training usage and are expected to exponentially increase in the coming years, as youth protection initiatives and the value of Praesidium’s partnership become further ingrained in the campus culture.

As an example, more recent service usage from January 2017 reflects an extraordinary interest in training for leadership, designated torchbearers, and front-line youth protection teams.

- 91%** of campuses + Chancellor’s Office participated in at least one half-day leadership workshop (includes some auxiliaries)
- 78%** of campuses + Chancellor’s Office participated in a three-day Certified Praesidium Guardian workshop (includes some auxiliaries)
- 61%** of the campuses utilized in-person and/or online training for front-line youth protection teams (includes some auxiliaries)

The existing online training usage is largely driven by a few campuses – early adopters of youth protection initiatives – at a time when online training was either conditioned upon the use of an assessment tool (prior to 2017) or available at a cost to the institution.

From 2014-Present¹ Approx. 9,000 online courses consumed
Approx. 6,400 training users

¹ The online training data from 2014 to present includes data from Praesidium’s Armatus Learn to Protect System and CSU’s learning management platform (formerly Skillsoft, now SumTotal). Note that the number of online training users across platforms may include variances for potential duplicates, wherein individuals may have registered more than once using a different email address and/or taken courses in both systems. Furthermore, not all of the training users are currently active in the system.

During a prior partnership period where Praesidium's *Know Your Score!* online self-assessment tool was available (2014-2016), eleven campuses completed 74 youth program assessments of the procedures they had in place to manage sexual abuse and molestation liability. The assessment results indicated at that time:

48% of campuses completed an assessment

Training and **Responding** tied for the **lowest** operational scores (at 27% each)

Renewal Recommendations

Building on Praesidium's experience and CSURMA's commitment to provide risk mitigation controls for CSU's campuses and partners, the current renewal proposal is designed to continue the training efforts with a system-wide scalable solution that remains accessible to campus and auxiliary teams. Praesidium's proposal also aims to further support ongoing system-wide endeavors. Each of the following components strives to ensure the CSU achieves and maintains industry standards in higher education youth protection endeavors across the system:

- ✓ Three-year contract (7/1/2020 to 6/30/2023)
- ✓ CSURMA funds an amount that can include:
 - Online abuse prevention training across all campuses and auxiliaries on multiple platforms

With options for add-on services upon request:

- Flexible consultation and support at the system level to support the continued design, execution, and implementation of system-wide abuse prevention standards and systems of accountability
- Targeted training for campus and auxiliary leadership to further support implementation and maintenance of abuse prevention best practices
- ✓ Continued partnership support to promote and ensure ease of access to resources
- ✓ All Praesidium products and services remain available to the campuses and auxiliaries at discounted rates

The amount that CSURMA funds is presented in the options below, which vary based on the nature and extent of the online training rollout. Praesidium looks forward to the continued partnership with CSURMA to support the assessment, prevention, and response efforts of the campuses and auxiliaries to create a culture of safety across the CSU system.

Option 1: Renew with Similar Funding Structure and Limited Online Training Access

- ✓ Three-year contract (7/1/2020 to 6/30/2023)
- ✓ CSURMA funds a total of \$150,000 over the life of the contract, which includes limited online abuse prevention training for 2,000 users per year across all campuses and auxiliaries on multiple platforms.
- ✓ Continued partnership support to promote and ensure ease of access to resources
- ✓ All Praesidium products and services remain available to the campuses and auxiliaries at discounted rates

Praesidium Service	Pricing
Online Abuse Prevention Training	<p>\$150,000</p> <p><u>Price Includes:</u></p> <ul style="list-style-type: none"> - Course usage for up to 2,000 total users per year (valued at \$46,667 per year) - Course publication costs on CSU's learning management system (of \$10,000) - Access to all of Praesidium's online courses via Praesidium's Armatus Learn to Protect System and CSU's learning management platform <p>Training usage that exceeds the above will be billed at \$15 per user (which CSURMA can further allocate to the applicable campus/auxiliary as it chooses).</p>
Partnership Support <ul style="list-style-type: none"> • Collateral and Messaging to Support Rollout and Access to Resources • Presentations for CSURMA, AORMA, and Board of Trustees <i>as appropriate</i> 	No Cost
Additional Resources Available at Discounted Rates	Varies by Service <i>Details available below</i>

Option 2: Renew with Expanded Funding Structure and Unlimited Online Training Access

- ✓ Three-year contract (7/1/2020 to 6/30/2023)
- ✓ CSURMA funds a total of \$265,000 over the life of the contract, which includes *unlimited* online abuse prevention training across all campuses and auxiliaries on multiple platforms.
- ✓ Continued partnership support to promote and ensure ease of access to resources
- ✓ All Praesidium products and services remain available to the campuses and auxiliaries at discounted rates

Praesidium Service	Pricing
Unlimited Online Abuse Prevention Training	<p>\$265,000</p> <p><u>Price Includes:</u></p> <ul style="list-style-type: none"> - Unlimited users and unlimited course access (valued at \$85,000 per year) - Course publication costs on CSU's learning management system (of \$10,000) - Access to all of Praesidium's online courses via Praesidium's Armatus Learn to Protect System and CSU's learning management platform
<p>Partnership Support</p> <ul style="list-style-type: none"> • Collateral and Messaging to Support Rollout and Access to Resources • Presentations for CSURMA, AORMA, and Board of Trustees <i>as appropriate</i> 	<p>No Cost</p>
Additional Resources Available at Discounted Rates	<p>Varies by Service</p> <p><i>Details available below</i></p>

Optional Add-On Services for any Contract to Support CSU System

Available Upon Request

Regardless of the nature and extent of training services included in the renewal terms, Praesidium recommends inclusion of several optional services (that can be made available upon request) to further support ongoing system-wide youth protection initiatives.

Praesidium Service	Pricing
<p>Flexible Consultation & Support for the CSU System</p> <ul style="list-style-type: none"> • Unlimited Off-Site Consultation for System Leadership • Sample Policies and Drafting Support at the System Level <p><i>Options to expand this work with additional system-wide support can include:</i></p> <ul style="list-style-type: none"> • On-site system-wide audit support • Use of <i>Know Your Score!</i> online self-assessment to support ongoing system-wide audit work • Other system-wide projects as defined and scoped 	<p>Annually: \$10,000 <i>with options to further expand the scope and price</i></p>
<p>Targeted Training for Campus & Auxiliary Leadership</p> <ul style="list-style-type: none"> • 3 Virtual Trainings for Leadership • 2 Certified Praesidium Guardian Workshops in CA 	<p>Each Virtual Training: \$500 Each CPG: \$28,000</p>

Description of Recommended Praesidium Solutions

Online Abuse Prevention Training

Adults directly involved in providing services to minors, those who supervise others directly involved with minors, and those who manage or oversee programs serving minors must know how offenders operate, how to recognize warning signs, when and how to intervene to interrupt interactions that may foretell of abuse, mandated reporting requirements, and how to manage high risk situations in their own programs. This training can be provided online where participants must demonstrate mastery and completion can be documented.

Praesidium proposes to make available its library of online courses in two locations: Praesidium's Armatus® Learn to Protect System and CSU's SumTotal learning management system. Praesidium will collaborate with CSU and Auxiliary leadership to prioritize the publication timeframe and schedule of courses onto CSU's learning management system.

[Online Course Preview Link](#)

If asked for a registration code, use: prinsurance2017

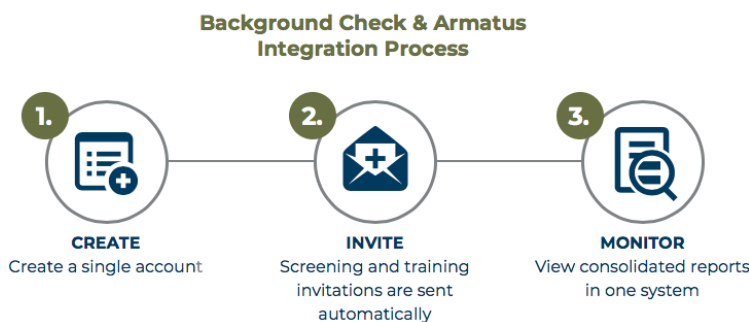
Praesidium Armatus® Learn to Protect System

Course usage on Praesidium's Armatus® LTP system will include availability multiple languages (English, Spanish, and French). In addition to the online courses, learners are supported with a variety of tools including:

- *Action Plans* that are printed and used with the online course. Action Plans summarize the key learning points and prompt learners to take notes throughout the course. They provide a great reference after the course.
- *Coaching Guides* provide supervisors a high-level summary of the course, including learning objectives and key learning points. The coaching guide gives supervisors practical steps they can take to reinforce the learning, with specific things they can say, do, and reinforce.
- *Discussion Guides* are developed for small group and classroom discussions. A facilitator is able reinforce important content and remind learners of what they learned in the online course. The group is able to discuss practical application of the learning for their work group and organization.
- *Mini Minders* (coming soon!) are 30 second to 3 minute learning segments that reinforce or remind learners of content from an Armatus course. These can range from a short interactive segment, to a standalone video clip, a scenario(s) to apply skills, a PDF (Ready Reference or Pocket Card) or an offline worksheet. The goal is to remind learners of and review with them key content that they have previously learned.

Armatus® comes with a robust database that allows organizations to confirm in real time who has completed training plus the ability to create a customized home page.

Organizations that utilize Armatus® and Praesidium’s background screening services can track training and screening compliance in one system.



Flexible Consultation & Support for the CSU System

Off-Site General Consultation. Praesidium’s Account Managers and leadership team members can be available for unlimited off-site general consultation with representatives at the Chancellor’s Office and associated system-wide teams to talk through a wide range of non-crisis matters. Examples may include how to build or strengthen CSU Executive Orders, how to overcome campus and auxiliary buy-in challenges, assess system-wide training gaps and rollout solutions, how to refine system-wide reporting processes, and/or how to refine the audit procedures.

Sample Policies and Drafting Support at the System Level. Higher educational institution policies and procedures often exist at 2-3 levels: system (if applicable), campus, and program. The purpose of system/campus level policies is to manage the greatest number of risks across the greatest number of campuses and university departments and programs with as few policies as possible, regardless of particular or unique program characteristics. These higher level, macro policies typically cover broad scale operations such as employee and volunteer screening, mandated reporting of suspected abuse, employee training, program registration requirements, and relationships with third parties. A handful of macro policies thoughtfully developed and consistently executed can substantially reduce a significant number of exposures across the majority of programs. At the program-specific level, policies help to define appropriate and inappropriate interactions with vulnerable populations and manage higher risk situations like bathrooms and transportation that may vary by program.

As part of any general consultation at the system-level, Praesidium can also help support the development and revisions to any system-wide policies, procedures, or related guidance documents by providing sample materials as needed.

Targeted Training for Campus & Auxiliary Leadership

Leadership Virtual Training. Amid COVID-19 and other scheduling challenges, Praesidium had to postpone any remaining on-site leadership workshops that were contemplated under the 2017-2020 contract. *Note that the outstanding leadership workshops were not invoiced or paid for under the prior contract.* To ensure the importance of such learning experiences continue in future partnerships, Praesidium recommends the delivery of three (3) virtual training sessions, or webinars, that can be recorded and circulated to CSU campus and auxiliary leadership. Example discussions may include:

- Best practices in developing campus-level policies: the who, what, when, and how
- What you can do now to build and strengthen your crisis response plan *before* an incident of abuse occurs
- How to get your youth protection efforts back on track: tips to reprioritize and maintain the momentum

Praesidium will collaborate with the Chancellor's Office regarding the location, format, and timing of these webinars.

Certified Praesidium Guardian Workshop. The Praesidium Guardian program is an individual certification program in abuse risk management designed to support and engage a dedicated torch bearer of youth protection efforts within an organization. The program blends online preparation activities, a three-day workshop, and an impact project to apply the skills learned. Attendees learn best practices in organizational abuse prevention, including specific steps to take to prevent incidents of abuse by employees, volunteers, or program participants, and how to respond effectively if an allegation or incident occurs. Participants also learn how to ensure that your organization stays current and consistent in the implementation of abuse prevention best practices. Although Praesidium often hosts workshops in Texas, Praesidium recommends two California-based programs.

For a full description and video, visit [Praesidium's website](#).

Partnership Support

Praesidium will continue to collaborate with the CSU Chancellor's Office regarding necessary collateral and messaging to support the continued rollout and access to resources. Similarly, Praesidium be available for off or on-site presentations/discussions with CSURMA, AORMA, and the CSU Board of Trustees as appropriate.

Additional Resources Available at Discounted Rates

A range of Praesidium resources designed to support the campuses and auxiliaries assess, prevent, and respond to sexual abuse of vulnerable populations will remain available at discounted prices. Please note some of these prices have been adjusted from prior contract periods.

POLICY SOLUTIONS

Model Policies and Policy Analysis. Essential to effective abuse risk management, written policies set the stage for safe environments. Policies communicate an organization's commitment to abuse prevention to its employees, volunteers, consumers, and the community in general. Policies also set the bandwidth of acceptable behavior between adults and vulnerable populations within organizational programs. Praesidium can provide model policies to an individual campus, auxiliary, or program as requested. Additional consultation services and review of existing materials are also available.

TRAINING SOLUTIONS

Virtual Training and Abuse Prevention Tips/Updates. Praesidium can conduct regular online abuse risk management seminars on a wide range of abuse prevention topics. Free monthly prevention tips are also available at:

[*Tip of the Month Sign Up*](#)

On-Site Abuse Prevention, Response, and Investigation Training. Praesidium offers an array of on-site workshops and seminars for front-line employees and volunteers, supervisors, administrators, senior leadership teams, and board members covering a range of abuse prevention, response, and investigation topics. Workshops can be tailored to meet the needs of each audience.

Creating a Safe Environment (*a facilitator-lead video program*). One of Praesidium's newest training formats includes a video-based (DVD or web streaming) program that is designed to be enhanced with facilitator-guided discussions. Key teaching points include: 1) Acknowledging that abuse is preventable; 2) Recognizing red flags in adult behaviors with youths; 3) Understanding the dynamics of youth-youth sexual abuse; 3) Supervising youth strategically to prevent sexual activity; 4) Overcoming barriers to reporting low-level concerns; 5) Responding to suspicions of abuse.

This program is approximately 90 minutes and includes three core components: a cinematic story (video-based), animated informational content (video-based), and a facilitated discussion (designed by Praesidium for an organization's team member to lead).

Preview the course here:
<https://praesidium.lpages.co/case/>

Additional Train-the-Trainer and Custom Training Programs Available, plus Youth Education Programs.

SCREENING SOLUTIONS

Background Screening. Praesidium works with clients to create custom screening packages that address the varied screening needs of each organization. One size rarely fits all and Praesidium offers a full suite of screening services to ensure that your background check process is both easy and effective.

An effective screening program includes a variety of screening elements applied strategically based on an individual's role and responsibilities. Common screening elements include services such as:

- County, State, and Federal Criminal Searches
- Employment, Education, and Professional Credential Verifications
- Sex Offender Checks
- Personal and Professional Reference Checks
- Employment Credit Checks
- Motor Vehicle Records (DMV) Searches
- International Criminal Searches
- Drug Screening
- Monthly Criminal Monitoring
- One Time and Ongoing Prohibited Party and Sanction Searches

Screening and Selection Toolkit. The most comprehensive package of its kind, our Screening and Selection Toolkit, comes complete with resources an organization needs to effectively screen employees and caregivers, including policies, forms (applications, interviewing questions, and reference forms), and guidelines for identifying high-risk and low-risk responses during interviews, reference checks, and on applications. It also identifies applicant characteristics that are critical for adults working with children and vulnerable adults and a scoring system to evaluate applicants on each characteristic. The complete package includes one-day intensive on-site training that teaches hiring managers how to use the screening and selection toolkit.

RISK ASSESSMENT AND ACCREDITATION TOOLS

Minors on Campus Survey. Praesidium's heat map process utilizes a minors on campus survey to identify all programs serving minors on campus at a higher education institution and in the community. This brief survey asks some basic questions to identify any program serving minors that an individual or department operates, sponsors, or hosts and is customizable in many respects. Among other things, this survey also identifies the number of minors served and various program characteristics, including risk level and ownership. Praesidium provides a comprehensive analysis of the data, along with recommendations in areas including policy development, training, monitoring and supervision, and relationships with third parties. *The survey can also be tailored to accommodate other industries and risks.*

On-Site Management Systems Review. Praesidium's Management Systems Review is designed to gather high-level information about an organization's existing abuse prevention framework, identify potential gaps in the framework, and provide recommendations to strengthen the organization's approach to managing abuse risk. To accomplish this high-level review, Praesidium integrates an off-site policy review, sample of on-site interviews, and to the extent available, a review of critical incident data. At the conclusion of the review, Praesidium can provide the organization with recommendations designed to further promote a comprehensive abuse prevention strategy that fosters and promotes a culture of safety. As part of this process, Praesidium also provides sample policies and procedures to help the organization improve existing practices. Schedules permitting, Praesidium can also incorporate an on-site presentation for leadership to gather buy-in for the work.

Comprehensive On-Site Risk Assessment. Praesidium Safety Analysts conduct a comprehensive risk assessment of all programs offered by the organization including a review of policies, on-site architectural inspections, interviews with employees and volunteers at all levels, interviews with administrators, analysis of claims and incident data, and direct observations of programs in operation. Praesidium compiles and analyses the information collected during the assessment process against hundreds of best practices, program specific standards to systematically identify where potential abuse risk exposures may exist across the organization.

Praesidium will collaborate with the organization regarding the production of any written report, which can address recommendations in the eight key operational areas and is typically accompanied by appendices with sample materials. Following delivery of the report, Praesidium can arrange either a face-to-face or telephone conference to review the report, answer questions, and discuss implementation strategies.

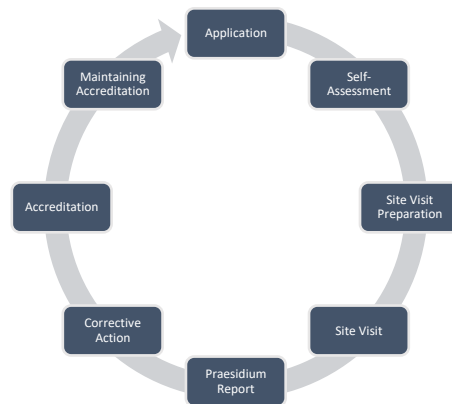
Know Your Score! Online Self Assessment. The *Know Your Score!* Online Self-Assessment tool is designed to convey best practices standards across a range of organizations and simultaneously provide resource-delivery mechanisms. The *KYS!* tool asks organizations about their existing organizational abuse prevention mechanisms and allows organizations to quickly learn the strength of their own policies and practices designed to keep those in their care safe from abuse. A completed self assessment provides individual organizations and their leadership with an Action Plan of next steps, cost/benefit analysis tools, and sample resources (if included in the package) to address potential abuse prevention gaps.

The *Know Your Score!* online self assessment system can be configured to include generic and customized written resources (abuse prevention policies and procedures) and access to online training. For those organizations that wish to become Praesidium accredited, utilizing the *Know Your Score!* online self assessment tool may provide an accreditation pathway (depending on the timing of the pursuit of accreditation).

Demonstrations of the KYS! tool are available upon request.

Praesidium Accreditation.

Praesidium Accreditation involves a multi-step process, the achievement of which publicly demonstrates an organization's commitment to safety and adherence to the highest safety standards in abuse prevention. The achievement of accreditation lasts for three years. *Please note that accreditation is currently available at the program or departmental/auxiliary level, not across an entire campus or higher education institution.*



CRISIS RESPONSE TOOLS

Crisis Management Toolkit. The actions an organization takes in the critical initial moments following an allegation and those that follow set the stage for a variety of emotions, opinions, and exposures that may last years. Praesidium's crisis management toolkit includes a variety of written resources and guidance to navigate crisis response before, during and after an allegation, including: guidelines for assembling a crisis response team; considerations for the first few days and weeks; how to create a transparent, victim-centered response; sample media holding statements; sample community communications for participants and families; and other response considerations.

Toll-Free Confidential Helpline. In most cases of abuse in organizations, individuals often report having seen or heard something suspicious, inappropriate, or of concern,

yet failed to take action. Praesidium's telephone helpline services allow organizational leadership a way to report concerns as well as an open line of communication in the event of an incident or crisis. Praesidium's trained Safety Analysts are available seven days per week to provide a high-level, initial response to concerns. *This helpline does not replace any applicable mandated child abuse and neglect reporting to state authorities and does not include legal advice.*

Crisis Management Services. In the event an organization has an allegation or incident of suspicious or inappropriate interactions or suspected abuse, a member of Praesidium's team can provide a range of on and off-site services, including:

- Crisis Consultation
- Investigation support
- Victims Support Services to facilitate the delivery of confidential counseling

Pricing^{1,2,3,4,5}

Recommended CSURMA-Funded System-Wide Abuse Prevention Resources	
Praesidium Service	Pricing
Online Abuse Prevention Training	<p>Option 1: \$150,000</p> <p><u>Price Includes:</u></p> <ul style="list-style-type: none"> - Course usage for up to 2,000 users per year (valued at \$46,667 per year) - Course publication costs on CSU's learning management system (of \$10,000) - Access to all of Praesidium's online courses via Praesidium's Armatus Learn to Protect System and CSU's learning management platform <p>Training usage that exceeds the above will be billed at \$15 per user (which CSURMA can further allocate to the applicable campus/auxiliary as it chooses).</p>
	<p>Option 2: \$265,000</p> <p><u>Price Includes:</u></p> <ul style="list-style-type: none"> - Unlimited users and unlimited course access (valued at \$85,000 per year) - Course publication costs on CSU's learning management system (of \$10,000) - Access to all of Praesidium's online courses via Praesidium's Armatus Learn to Protect System and CSU's learning management platform
<p>Partnership Support</p> <ul style="list-style-type: none"> • Collateral and Messaging to Support Rollout and Access to Resources • Presentations for CSURMA, AORMA, and Board of Trustees <i>as appropriate</i> 	<p>No Cost</p>

Optional Add-On CSURMA-Funded Resources

Praesidium Service	Pricing
<p>Flexible Consultation & Support for the CSU System</p> <ul style="list-style-type: none"> • Unlimited Off-Site Consultation for System Leadership • Sample Policies and Drafting Support at the System Level <p><i>Options to expand this work with additional system-wide support can include:</i></p> <ul style="list-style-type: none"> • On-site system-wide audit support • Use of <i>Know Your Score!</i> online self-assessment to support ongoing system-wide audit work • Other system-wide projects as defined and scoped 	<p>Annually: \$10,000 <i>with options to further expand the scope and price</i></p>
<p>Targeted Training for Campus & Auxiliary Leadership</p> <ul style="list-style-type: none"> • 3 Virtual Trainings for Leadership • 2 Certified Praesidium Guardian Workshops in CA 	<p>Each Virtual Training: \$500 Each CPG: \$28,000</p>

Additional Resources Available to Campuses and Auxiliaries at Discounted Rates

Praesidium Service	Pricing
General Consultation (Non-Crisis)	\$2,000 per day on-site \$250 per hour per person off-site
Model Policies and Policy Analysis	<i>Depends on the nature and extent of samples needed, related consultation, and/or drafting support. Typical template pricing includes:</i> \$3,000 for Program-Level Policies \$5,000 for Campus Level Policies
Virtual Training	\$1,500 per session
Abuse Prevention Tips/Updates	No Cost
On-Site Abuse Prevention, Response, and Investigation Training	\$2,500 per day
Creating a Safe Environment <i>(a facilitator-guided program)</i>	<i>Depends on the nature and extent of rollout</i>
Background Screening	
<i>À la Carte Pricing</i>	
Employment Credit	\$7.00
Multi State Criminal Database w/Name and Address Locator	\$10.00
7 Year County Criminal Records Search: 1 County	\$7.00
7 Year County Criminal Records Search: All Counties Provided/Developed	\$25.00
County Civil Records Search (upper): 1 County	\$12.00
Statewide Criminal Search: 1 State	\$9.00
Federal Criminal Records Search: 1 State, All Districts	\$9.00
Federal Civil Records Search: 1 State, All Districts	\$12.00
DOJ National Sex Offender Registry Search	\$4.00
Motor Vehicle Records Search	\$4.00
Employment Verification: 1 Position	\$11.00
Education Verification: 1 Degree	\$10.00
Personal Reference: 1 Reference	\$13.00
Professional Reference: 1 Reference	\$14.00

Professional License Verification: 1 License	\$9.00
International Criminal Search: 1 Jurisdiction	\$25 + In country Acquisition Fee
<i>Packaged Pricing</i>	<i>Available upon further consultation</i>
Screening and Selection Toolkit	\$6,000 <i>Price includes one day of on-site training related to screening and selection.</i>
Minors on Campus Survey	\$5,000
On-Site Management Systems Review	Ranges from \$4,000 to \$10,000 <i>Depends on number of programs and locations. Note that in addition to discussions with leadership, pricing also <u>includes</u> one training for leadership during the on-site portion of the review.</i>
Comprehensive On-Site Risk Assessment	<i>Varies based on scope and size of review. Typical pricing includes:</i> \$30,000+ for campus wide review \$15,000+ for program/departmental/auxiliary review
<i>Know Your Score! Online Self Assessment</i>	\$2,000 per campus, per year Includes: <ul style="list-style-type: none"> • 10 assessments initiated in the <i>KYS!</i> system (regardless of whether an assessment is completed or archived) • <i>KYS!</i> demonstrative and marketing webinars • Existing written sample resources Additional assessments: \$500 per assessment initiated in the <i>KYS!</i> system (regardless of whether an assessment is completed or archived)
Praesidium Accreditation	<i>Depends on number of programs and locations</i>
Crisis Management Toolkit	\$2,500 per campus/auxiliary
Toll-Free Confidential Helpline	\$3,000+ one-time initial set up fee \$350 per call/matter \$750 annual maintenance fee (after first year)

<p>Crisis Management Services</p>	<p><i>Crisis Consultation/Investigations</i> \$3,500 per day on-site \$400 per hour per person off-site</p> <p><i>Victim Support Services</i> \$3,000+ initial set up \$385+ per hour per person for ongoing support <i>Plus the cost of counseling</i></p>
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Additional Pricing Notes:

1. Unless other arrangement have been made, services will be billed as incurred.
2. Pricing does not include Praesidium’s reasonable travel costs and expenses (if applicable to the service), which will be separately billed at the time incurred.
3. Criminal Background Checks will require a separate agreement with the end user organization. Third-party record keeper fees associated with criminal background checks may apply and will be passed on at cost when incurred. Criminal records found in the Multi-State Database check are subject to verification at the source and additional costs may apply.
4. For each off-site Certified Praesidium Guardian workshop, Client will be responsible for:
 - A. Reasonable travel costs and expenses for up to four (4) Praesidium team members for five (5) days (which includes: travel to/from location, set up and break down, and 3 days of workshop).
 - B. All costs associated with securing the workshop location; and
 - C. All costs associated with workshop catering, which may include a light breakfast, lunch, snacks, and beverages for a three-day program.
5. For all Certified Praesidium Guardian workshops, regardless of location, Participants will be responsible for their own reasonable travel costs and expenses to, from, and during the workshop.

Utilization of 2017-2020 Praesidium Services

Within the current contract period (July 1, 2017 to June 30, 2020), the CSU campuses and auxiliaries have thus far taken advantage of a core set of abuse prevention resources that include:

- **Tools to help build internal support by engaging campus and auxiliary leadership.**
These efforts include professional development presentations at CSU conferences and regional leadership workshops across the state.
- **Tools to strengthen foundational abuse prevention resources.**
These efforts include training for front-line teams that work with youth and vulnerable adults (either online or in-person), development of campus-level policies, and a wide range of consultation (on and off-site).
- **Tools to assess risk and ensure best practice standards at the campus, program, and/or auxiliary level.**
Some campuses took advantage of Praesidium's in-depth on-site risk assessment process (that includes document reviews, interviews, observations, and incident debriefs). This process is designed to help campuses and auxiliary programs understand their abuse risk exposures, provide recommendations to close these potential gaps, and resources to support next steps.
- **Tools to maintain the momentum and create organizational torchbearers.**
These tools include the Certified Praesidium Guardian program,² a robust certification process in which participants learn best practices in organizational abuse prevention, including specific steps to take to prevent incidents of abuse by employees, volunteers, or program participants, and how to respond effectively if an allegation or incident occurs. Participants also learn how to ensure that their organization stays current and consistent in the implementation of abuse prevention best practices.

The following chart provides a high-level overview of the utilization of these resources by campus.

² For a full description and video of the Certified Praesidium Guardian program, visit [Praesidium's website](#).

Overview of Praesidium Service Utilization by Campus (2017-2020)

	Certified Praesidium Guardian Workshop	Leadership Workshop	Training - Online	Training - In Person	Risk Assessment (On-Site)	Policy Development
CSURMA/Chancellor's Office	✓	✓				
Bakersfield						
Channel Islands						
Chico	✓	✓				✓
Dominguez Hills	✓	✓	✓	✓		
East Bay	✓	✓	✓	✓		
Fresno	✓	✓	✓			
Fullerton	✓	✓				
Humboldt	✓	✓				✓
Long Beach (includes Long Beach ASI)	✓	✓	✓			
Los Angeles		✓		✓		
Maritime Academy		✓				
Monterey Bay	✓	✓			✓	
Northridge	✓	✓	✓	✓		
Pomona includes Pomona ASI	✓	✓	✓		✓	
Sacramento	✓	✓			✓	
San Bernardino	✓	✓	✓		✓	
San Diego State University	✓	✓	✓	✓		
San Francisco State University	✓	✓		✓		
San Jose State University	✓	✓		✓		
San Luis Obispo		✓		✓	✓	
San Marcos	✓	✓				✓
Sonoma State University	✓	✓	✓		✓	
Stanislaus State	✓	✓	✓			

**Praesidium Service Utilization by Campus:
Comparative Details (2016-2017 versus 2017-2020)**

To further understand the importance of the campus and system-wide abuse prevention efforts and recommended next steps, the following chart provides additional details on how each campus utilized its monetary credit from the 2017-2020 contract period. These abuse prevention efforts have continued to grow over time, with deeper campus and auxiliary engagement of the available resources. To further illustrate this engagement, the utilization details below provide a comparative look between the current and most recent contract period.³

Campus/Auxiliary	Praesidium Service 2016-2017	Praesidium Service 2017-2020 <i>Current Contract Period</i>	ONLINE TRAINING		
			7/1/2017 to 6/30/2018 Online Training Usage Total	7/1/2018 to 6/30/2019 Online Training Usage Total	7/1/2019 to 3/30/2020 Online Training Usage Total
CSURMA/Chancellor's Office <i>Resources Provided</i>	23 Campus credits @ \$2,000 per Campus for year ----- 4 Leadership Workshops: San Marcos, Stanislaus, Pomona, East Bay	23 Credits at \$3,000 per campus ----- 2 Certified Praesidium Guardian Workshops: (1) June 26-28, 2018 at Chancellor's Office (2) July 16-18, 2019 at Sacramento State ----- 6 Regional Workshops: November 7, 2018 at SFSU November 8, 2018 at CSULA Spring 2020 TBD Fall 2020 TBD	0	0	0
CSURMA/Chancellor's Office <i>Resources Used</i>		CPG Attendee - 1	0	0	0

³ Praesidium can gather pre-2016 service utilization data upon request.

Campus/Auxiliary	Praesidium Service 2016-2017	Praesidium Service 2017-2020 <i>Current Contract Period</i>	ONLINE TRAINING		
			7/1/2017 to 6/30/2018 Online Training Usage Total	7/1/2018 to 6/30/2019 Online Training Usage Total	7/1/2019 to 3/30/2020 Online Training Usage Total
Bakersfield	Know Your Score! Online Assessment (4)		0	0	0
Channel Islands			0	0	0
Chico	Know Your Score! Online Assessment (2)	Policies CPG - 1 (Risk Management)	0	0	0
Dominguez Hills	Online Training	Online Training On-Site Training (March 11-12, 2019) CPG - 1 (Risk Management)	54	1	148
East Bay	Online Training	Online Training On-Site Training (May 21, 2019) CPG - 1 (Risk Management)	1	3	
Fresno		Online Training CPG - 1 (Risk Management)	82	97	
Fullerton	Online Training	CPG - 2 (Risk Management + Auxiliary)	0	0	
Humboldt	Know Your Score! Online Assessment (2)	CPG - 1 (Risk Management)	0	0	
Long Beach (includes Long Beach ASI)	Online Training	Online Training CPG - 1 (Auxiliary)	919	621	1220
Los Angeles		On-Site Training (November 2, 2017) On-Site Training (February 20-21, 2019)	0	0	0
Maritime Academy			0	0	0
Monterey Bay		On-Site Risk Assessment (2018) CPG - 2 (Risk Management)	0	0	0

Campus/Auxiliary	Praesidium Service 2016-2017	Praesidium Service 2017-2020 <i>Current Contract Period</i>	ONLINE TRAINING		
			7/1/2017 to 6/30/2018 Online Training Usage Total	7/1/2018 to 6/30/2019 Online Training Usage Total	7/1/2019 to 3/30/2020 Online Training Usage Total
Northridge	On-Site Training (October 11, 2017)	Online Training On-Site Training (November 9, 2018) CPG - 1 (Auxiliary)	32	0	0
Pomona includes Pomona ASI	Online Training	Online Training On-Site Risk Assessment - CPP ASI (2021) CPG - 2 (Auxiliary)	153	91	6
Sacramento	Online Training	CPG - 4 (Risk Management + Auxiliary) On-Site Risk Assessment - Campus (2018)	0	0	0
San Bernardino	Online Training	Online Training CPG - 1 (Risk Management) On-Site Risk Assessment – Campus (2020+)	188	144	48
San Diego	On-Site Training (January 16, 2018)	On-Site Training (May 23 and 30, 2018) CPG - 2 (Risk Management + Auxiliary)	0	1	0
San Francisco	Know Your Score! Online Assessment (2)	On-Site Training (September 14, 2017) CPG - 4 (Risk Management + Auxiliary)	1	0	0
San Jose		On-Site Training (April 9-10, 2018) CPG - 3 (Risk Management + Auxiliary)	0	0	0
San Luis Obispo		On-Site Risk Assessment - Student Health (May 2019) On-Site Training - Student Health (May 2019)	0	0	0

Campus/Auxiliary	Praesidium Service 2016-2017	Praesidium Service 2017-2020 <i>Current Contract Period</i>	ONLINE TRAINING		
			7/1/2017 to 6/30/2018 Online Training Usage Total	7/1/2018 to 6/30/2019 Online Training Usage Total	7/1/2019 to 3/30/2020 Online Training Usage Total
San Marcos	CPG - 1 (Risk Management, Dallas)	Policies CPG - 2 (Risk Management + Auxiliary)	0	0	0
Sonoma		Online Training On-Site Risk Assessment - Campus (2019- 2020) CPG Attendee - 1 (Risk Management)	6	0	0
Stanislaus	Online Training	Online Training CPG Attendee - 1 (Risk Management)	1620	1229	1028
Online Training Usage Totals			3,056	2,187	2,450

About Praesidium

Since 1991, Praesidium’s mission is “to help you protect those in your care from abuse and to help preserve trust in your organization.” Praesidium works with organizations across the world to prevent the sexual abuse of children and vulnerable adults, to prevent false allegations of abuse against innocent employees and volunteers, and to prevent the loss of reputation and revenue for organizations serving vulnerable populations. The founders of Praesidium have over 30 years of experience working in abuse risk management. For the past two decades Praesidium has served more than 4,000 clients and offers a full range of risk management and loss control services. Praesidium’s clients include higher education institutions, public and private schools, churches, camps, youth development organizations, water parks, long-term care facilities, hospitals, luxury resorts, social service programs, sports programs, fitness clubs, and child care centers.

PRÆSIDIUM’S SCIENTIFIC METHODOLOGY

Using root cause analysis, Praesidium developed its own abuse risk management model, The Praesidium Safety Equation.® Root cause analyses of several thousand incidents of abuse across industries demonstrated that risks fell into eight organizational operations: Policies, Selection and Screening, Training, Monitoring and Supervision, Consumer Participation, Feedback Systems, Responding, and Administrative Systems. By implementing best practices in each of these operations, Praesidium determined that risks could be reduced or eliminated.



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AGILITY MASTER RECOVERY

ISSUE: The current one-year contract with Agility Recovery will expire on June 30, 2020. Agility has proposed a one-year renewal based on the expiring terms, conditions and pricing which the Executive Committee will be reviewing at its meeting today. Staff will provide a verbal report summarizing the action taken by the Executive Committee.

RECOMMENDATION: No action is requested; this item is for information only.

FISCAL IMPACT: To be determined based on action taken by the Executive Committee at its meeting today.

Agility has proposed a one-year contract renewal at the same cost as the expiring term - \$6,589 per month (\$79,068 per year). \$79,068 has been included in the CSURMA draft FY 20/21 CSURMA Budget.

Noted below are the historical rates for this contract:

Agility Recovery - Annual Cost		
Fiscal Year	Per Month	Per Year
15/16	\$ 5,990	\$ 71,880
16/17	\$ 5,990	\$ 71,880
17/18	\$ 6,589	\$ 79,068
18/19	\$ 6,589	\$ 79,068
19/20	\$ 6,589	\$ 79,068
20/21	\$ 6,589	\$ 79,068

BACKGROUND: See the summary of services attached.

PUBLICATION: None at this time.

ATTACHMENT(S):

- a. Agility Renewal Addendum (to be updated)

- b. Infrascala Disaster Recovery
- c. Prepara Portal Fact Sheet
- d. 2020 Agility Recovery ReadyOffice Flyer

Renewal Addendum

This is a Renewal Addendum (“Addendum”) to the Master Services Agreement California State University Risk Management Authority (“Agreement”) dated July 01, 2019, by and between Agility Recovery Solutions, Inc. (“Agility”) and CSURMA (“Customer”).

Except as specifically amended below, the Agreement shall remain unmodified and in full force and effect. The terms and conditions of the above referenced Agreement are modified as follows:

1. The term of the Agreement shall be effective for 12 months from . The Agreement and any addenda will be automatically renewed for twelve (12) months at the end of the current term or any renewal term, unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

2. Product Summary

Product	Item Name	Description	Quantity
	ReadySuite	ReadySuite Solution. Agility Recovery will deliver an office space solution with fully equipped workstations including desks, chairs and phones for each seat	1
	Seats	Number of seats	48
	Covered Locations	Number of covered locations	114
	Declare	Number of simultaneous recoveries	10
	150kW Generator	Emergency generator up to 150kW in size. Scheduling of fuel services can be provided upon request	1
	3.0 SCPC Satellite Terminal	Access to an SCPC satellite terminal capable of up to 3.0 Mbps. Bandwidth on demand (BOD) fees will apply Router with 4G/LTE capabilities, based on coverage available. Speed range from 5 to 40Mbps down and 2 to 5Mbps up. Data usage fee of \$15 per GB will apply and billed as incurred	1
	Desktop	Number of desktops (Intel-based dual-core processor, 8GB RAM & 160GB hard drive)	48
	Printer	Laser printer(s) or Multifunction printer(s)	1
	Server	Number of Intel servers (2x dual-core processor, 16GB RAM, 500GB hard drives, 2 gigabit Ethernet ports)	4
	Tape Drive	Tape drive(s) LTO 3 400/800 Gb SCSI LVD/SE	3

Product	Item Name	Description	Quantity
	myAgility	myAgility is a secure online planning platform that will form the backbone of your recovery strategy and easily allows you to send emergency alert notifications when every second counts. Within the planning platform, you can build a recovery profile, develop an internal communications strategy, and store critical documents to help facilitate your recovery.	1
Total Monthly Price in USD			\$6,589.00

3. Location Summary

Agility will provide coverage for location(s) identified below:

Campus	Organization	Address	City	Zip Code
Bakersfield	California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311-1022
Channel Islands	California State University, Channel Islands	One University Drive, Solano Hall 1122	Camarillo	93012-8599
Chico	California State University, Chico	First and Normal Streets	Chico	95929
Dominguez Hills	California State University, Dominguez Hills	1000 East Victoria Street Welch Hall, 4th Floor, B-470	Carson	90747
East Bay	California State University, East Bay	25800 Carlos Bee Blvd.	Hayward	94542
Fresno	California State University, Fresno	2311 East Bartstow, MS PO14	Fresno	93740-8022
Fullerton	California State University, Fullerton	2600 E. Nutwood Ave., Ste 700	Fullerton	92834-9480
Humboldt	Humboldt State University	1 Harpst Street	Arcata	95521
Long Beach	California State University, Long Beach	1250 Bellflower Blvd.	Long Beach	90840
Los Angeles	California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
Maritime Academy	California Maritime Academy	200 Maritime Academy Drive	Vallejo	94590

Monterey Bay	California State University, Monterey Bay	100 Campus Center, Ryan Ranch Physical Address: 8 Upper Ragsdale, Monterey, CA	Seaside	93955
Northridge	California State University, Northridge	18111 Nordhoff Street	Northridge	91330
Pomona	California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
Sacramento	California State University, Sacramento	6000 J Street	Sacramento	95819
San Bernardino	California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego	San Diego State University	5500 Campanile Drive, AD 100	San Diego	92182-1625
San Francisco	San Francisco State University	1600 Holloway Ave. ADM 252	San Francisco	94132
San Jose	San Jose State University	One Washington Square	San Jose	95192
San Luis Obispo	California Polytechnic State University, SLO	1 Grand Avenue Bldg 80 Rm 102	San Luis Obispo	93407-0140
San Marcos	California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma	Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
Stanislaus	California State University, Stanislaus	801 W. Monte Vista Avenue	Turlock	95382
Chancellor's Office	California State University, Office of the Chancellor	401 Golden Shore, 5th Floor	Long Beach	90802
Bakersfield	Associated Students, California State University, Bakersfield, Inc.	9001 Stockdale Highway	Bakersfield	93311-1022
Bakersfield	California State University, Bakersfield Auxiliary for Sponsored Programs and Administration	9001 Stockdale Highway, ADM 37	Bakersfield	93311-1022

Bakersfield	California State University, Bakersfield Foundation	9001 Stockdale Highway, ADM 37	Bakersfield	93311-1022
Bakersfield	California State University, Bakersfield Student Union	9001 Stockdale Highway, ADM 37	Bakersfield	93311-1022
Chancellor's Office	California State University Foundation	401 Golden Shore, 6th Floor	Long Beach	90802
Chancellor's Office	California State University Institute	401 Golden Shore, 5th Floor	Long Beach	90802
Channel Islands	Associated Students of California State University, Channel Islands	One University Drive, Solano Hall 1122	Camarillo	93012-8599
Channel Islands	California State University, Channel Islands Foundation	One University Drive, Solano Hall 1122	Camarillo	93012-8599
Channel Islands	CI University Auxiliary Services, Inc.	One University Drive	Camarillo	93012-8599
Chico	Associated Students of California State University, Chico	Administration Office 757 400 W 1st St.	Chico	95929
Chico	Auxiliary Organization Associations	P.O. Box 2177	Chico	95927-2177
Chico	The CSU, Chico Research Foundation	25 Main Street, Suite 206	Chico	95928
Chico	The University Foundation, California State University, Chico	CSU Chico, Bldg 25 Ste 203	Chico	95929-0246
Dominguez Hills	Associated Students, California State University, Dominguez Hills	1000 East Victoria Street	Carson	90747
Dominguez Hills	California State University, Dominguez Hills Foundation	1000 East Victoria Street	Carson	90747
Dominguez Hills	California State University, Dominguez Hills Philanthropic Foundation	1000 East Victoria Street	Carson	90747
Dominguez Hills	The Donald P. and Katherine B. Loker University Student Union, Inc.	1000 East Victoria Street	Carson	90747

East Bay	Associated Students, California State University, East Bay	25800 Carlos Bee Blvd.	Hayward	94542
East Bay	Cal State East Bay Educational Foundation	25800 Carlos Bee Blvd.	Hayward	94542
East Bay	California State University, East Bay Foundation, Inc.	25800 Carlos Bee Blvd.	Hayward	94542
Fresno	Associated Students, California State University, Fresno	2771 East Shaw Avenue, M/S OF33	Fresno	93710
Fresno	California State University, Fresno Association, Inc.	2771 East Shaw Avenue, M/S OF33	Fresno	93710
Fresno	California State University, Fresno Foundation	4910 N. Chestnut Avenue	Fresno	93726
Fresno	Fresno State Programs for Children, Inc.	2771 East Shaw Avenue, M/S OF33	Fresno	93710
Fresno	The Agricultural Foundation of California State University, Fresno	2771 East Shaw Avenue, M/S OF33	Fresno	93710
Fresno	The California State University, Fresno Athletic Corporation	5305 N Campus Drive #153	Fresno	93740
Fullerton	Associated Students California State University, Fullerton, Inc.	800 N. State College Boulevard, Titan Student Union 218	Fullerton	92834-6828
Fullerton	Cal State Fullerton Philanthropic Foundation	2601 E. Nutwood Avenue, #850	Fullerton	92831-3106
Fullerton	CSU Fullerton Auxiliary Services Corporation	1121 N. State College Blvd.	Fullerton	92831-3104
Humboldt	Associated Students, Humboldt State University	1 Harpst Street	Arcata	95519
Humboldt	Humboldt State University Center	1 Harpst Street	Arcata	95521
Humboldt	Humboldt State University Foundation (Advancement Foundation)	1 Harpst Street	Arcata	95521

Humboldt	Humboldt State University Real Estate Holdings	HSUAF, 1 Harpst Street - NHW 208	Arcata	95521
Humboldt	Humboldt State University Sponsored Programs Foundation	1 Harpst Street	Arcata	95521
Long Beach	Associated Students, California State University, Long Beach	1212 Bellflower Blvd., Suite 313W	Long Beach	90840
Long Beach	California State University, Long Beach Research Foundation	6300 State University Drive, Suite 332	Long Beach	90815
Long Beach	CSULB 49er Foundation	6300 State University Drive, Suite 332	Long Beach	90815
Long Beach	Forty-Niner Shops, Inc., CSU Long Beach	6049 East 7th Street	Long Beach	90840
Los Angeles	Associated Students, California State University, Los Angeles, Inc.	5154 State University Drive, KHD 138	Los Angeles	90032-8636
Los Angeles	Cal State L.A. University Auxiliary Services, Inc.	5154 State University Drive	Los Angeles	90032
Los Angeles	California State University, Los Angeles Foundation	5151 State University Drive 8th Flr., Admin. Bldg	Los Angeles	90032-8502
Los Angeles	University-Student Union at California State University, Los Angeles	5154 State University Drive KH	Los Angeles	90032-8636
Maritime Academy	California Maritime Academy Foundation, Inc.	200 Maritime Academy Drive	Vallejo	94590
Maritime Academy	The Associated Students of the California Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
Monterey Bay	Foundation of California State University, Monterey Bay	100 Campus Center, Ryan Ranch Physical Address: 8 Upper Ragsdale, Monterey, CA	Seaside	93955
Monterey Bay	The University Corporation at Monterey Bay	100 Campus Center, Ryan Ranch Physical Address: 8 Upper	Seaside	93955

		Physical Address: 8 Upper Ragsdale, Monterey, CA		
Monterey Bay	Otter Student Union (OSU)	100 Campus Center, Ryan Ranch	Seaside	93955
		Physical Address: 3116 Inter-Garrison Road, Seaside, CA		
Northridge	Associated Students, California State University, Northridge, Inc.	18111 Nordhoff Street Room 100	Northridge	91330-8260
Northridge	California State University, Northridge Foundation	18111 Nordhoff Street	Northridge	91330
Northridge	North Campus University Park Development Corporation	18111 Nordhoff Street	Northridge	91330-8309
Northridge	The University Corporation, CSU Northridge	18111 Nordhoff Street	Northridge	91330-8209
Northridge	University Student Union of California State University, Northridge	18111 Nordhoff St, Room A117	Northridge	91330-8272
Pomona	Associated Students Inc., California State Polytechnic University, Pomona	3801 West Temple Avenue, Building 35, Rm 2122	Pomona	91768
Pomona	The Cal Poly Pomona Foundation, Inc.	3801 West Temple Avenue, Building 55	Pomona	91768-4038
Pomona	The Cal Poly Pomona Philanthropic Foundation	3801 West Temple Avenue	Pomona	91768
Sacramento	Associated Students of California State University, Sacramento	6000 J Street	Sacramento	95819-6011
Sacramento	Capital Public Radio, Inc., CSU Sacramento	7055 Folsom Blvd.	Sacramento	95826
Sacramento	The University Foundation at Sacramento State	6000 J Street, MS 6030	Sacramento	95819-6026
Sacramento	University Enterprises, Inc., CSU Sacramento	6000 J Street, Bookstore Bldg., #3900	Sacramento	95819
Sacramento	University Union Operation	6000 J Street	Sacramento	95819-

to	of CSUS, Inc.		to	6017
San Bernardino	Associated Students Inc., California State University, San Bernardino	5500 University Parkway	San Bernardino	90806-2430
San Bernardino	CSUSB Philanthropic Foundation	5500 University Parkway	San Bernardino	92407
San Bernardino	Santos Manuel Student Union of California State University, San Bernardino	5500 University Parkway	San Bernardino	92407-2397
San Bernardino	University Enterprises Corporation at CSUSB	5500 University Parkway	San Bernardino	90806
San Diego	Associated Students, San Diego State University	5500 Campanile Drive	San Diego	92182
San Diego	Aztec Shops, Ltd.	5250 Campanile Drive	San Diego	92182-1942
San Diego	San Diego State University Research Foundation	Gateway Center, 5250 Campanile Drive	San Diego	92182
San Francisco	Associated Students, Inc., San Francisco State University	1650 Holloway Avenue C138	San Francisco	94132
San Francisco	San Francisco State University Foundation	1600 Holloway Avenue	San Francisco	94132
San Francisco	The University Corporation, San Francisco State	1600 Holloway Avenue, ADM 361	San Francisco	94132
San Jose	Associated Student, San Jose State University	One Washington Square	San Jose	95192-0128
San Jose	San Jose State University Research Foundation	210 N. Fourth Street, 4th Floor	San Jose	95112
San Jose	Spartan Shops, Inc., San Jose State University	One Washington Square	San Jose	95192-0153
San Jose	The Student Union of San Jose State University	290 South 7th Street	San Jose	95192-0201
San Jose	The Tower Foundation, San	One Washington Square	San Jose	95112-3613

Jose State University				
San Luis Obispo	Associated Students, Inc., California Polytechnic State University at San Luis Obispo	University Union Building 65, Room 212	San Luis Obispo	93407
San Luis Obispo	Cal Poly Corporation	Corporation Business Office, Bldg #15	San Luis Obispo	93407
San Luis Obispo	California Polytechnic State University Foundation	Heron Hall 117, Room 215	San Luis Obispo	93407
San Marcos	Associated Students of California State University, San Marcos	333 S. Twin Oaks Valley Rd., USU 2200	San Marcos	92078-4362
San Marcos	California State University San Marcos Corporation (UARSC)	Craven Hall 5111 333 S Twin Oaks Valley Road	San Marcos	92096-0001
San Marcos	The California State University San Marcos Foundation	435 E. Carmel Street	San Marcos	92078
Sonoma	Associated Students of Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
Sonoma	Sonoma State Enterprises, Inc.	1801 East Cotati Avenue	Rohnert Park	94928
Sonoma	Sonoma State University Foundation (Academic Foundation)	1801 East Cotati Avenue	Rohnert Park	94928
Stanislaus	Associated Students, Inc., California State University, Stanislaus	One University Circle	Turlock	95382
Stanislaus	California State University, Stanislaus Auxiliary and Business Services	One University Circle MSR 271	Turlock	95382
Stanislaus	California State University, Stanislaus Foundation	One University Circle - MSR 275	Turlock	95382
Stanislaus	University Student Union of California State University, Stanislaus	One University Circle	Turlock	95382

BY SIGNING BELOW, AGILITY RECOVERY AND THE CUSTOMER AGREE TO ALL OF THE PROVISIONS OF THIS ADDENDUM AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS PROVIDED HEREIN.

CSURMA

Name

Title

Signature

X

Signature date

AGILITY RECOVERY SOLUTIONS, INC.

Agility Sales Representative Devon Coronado

Accepted & Approved By Tom Parker, CFO

Signature

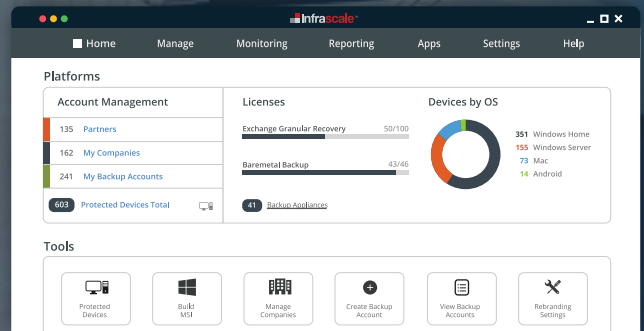


Signature date

April 17, 2019

INFRASCALE DISASTER RECOVERY

Avoid downtime when disaster strikes, hardware fails, or ransomware infects your systems. Infrascale Disaster Recovery lets you instantly recover your data & systems by spinning up virtual machine replicas either locally or in the cloud.



Key Features & Benefits

15-Minute Failover Guarantee



Our disaster recovery service guarantees a 15-minute failover. You can bring any system back online, in our cloud, from the time of disaster – in 15 minutes or less.

Failover to the Cloud



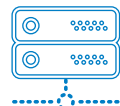
For Windows and Linux environments, virtual or physical, administrators can boot up VMs from the local appliance or our cloud, with RDP or VNC access.

Drag-and-Drop Orchestration



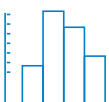
Use our drag-and-drop, graphical orchestration workflow editor, also known as a runbook editor, to specify the order in which machines are recovered, create groups of machines to boot simultaneously, and specify time intervals between system boots to ensure a smooth, stress-free system recovery.

Software Defined Networking



Infrascale Disaster Recovery rebuilds your network automatically and on the fly using software-defined networking technology – effectively capturing a complete replica of your on-premise data center in the cloud.

Radical Transparency



We publish our actual recovery times to document just how fast we can recover systems. Check out our CloudBoot™ Histogram and discover the fastest DRaaS solution on the market.

Any Cloud



Replicate your data to Infrascale's cloud, a private cloud, or third-party clouds such as Google Cloud, AWS, Azure, or IBM Bluemix.

Key Features & Benefits (Cont.)

Guilt-free Disaster Recovery Testing



Perform unlimited Disaster Recovery tests without having to formally declare a disaster or incur additional costs. Our orchestration functionality lets you test system dependencies before a real emergency hits.

Disaster Recovery for Linux



If you're running Linux in your environment, you can failover locally or in the cloud. Infrascale Disaster Recovery supports Red Hat, CentOS, Debian, and Ubuntu server operating systems.

Recovering Virtualized Environments



Backup physical machines and recover them to existing hypervisors, or recover VMs as physical machines (P2V and V2P recovery support). Set policies to automatically discover and protect newly created VMs to save additional time and money, and reduce risk of downtime.

Local Disaster Recovery



For micro disasters and small server crashes, it's often faster to spin up VMs on the local appliance. In a matter of minutes, administrators can have VNC access and use a live, running machine. Operations can quickly fail back by powering off the VMs and restoring it back to the production environment.

Use your Existing Hardware



Looking to leverage your existing data center infrastructure? No problem. The on-premise component of Infrascale Disaster Recovery is also available as a VMware and Hyper-V virtual appliance.

Central Deployment



All system components can be deployed directly from the Infrascale dashboard. System configuration and management can also be performed centrally, regardless of how distributed are the systems to be protected.



Infrascale is a provider of the most powerful disaster recovery solution in the world. Founded in 2011, the company aims to give every company the ability to recover from a disaster- quickly, easily and affordably. Combining intelligent software with the power of the cloud is how Infrascale cracks the disaster recovery cost barrier without complex, expensive hardware enabling any company to restore operations in minutes with a push of a button. Infrascale equips businesses with the confidence to handle the unexpected by providing less downtime, greater security, and always-on availability.



About Us

In the wake of the unexpected, we make resilience simple by providing the expertise and resources your organization needs to recover quickly. Whether you're a seasoned continuity professional or creating your company's emergency plan for the first time, we're ready to support you and your team.

Agility Recovery

1601 Wewatta Street
Suite 300
Denver, CO 80202

Phone: 866-364-9696

Email: info@agilityrecovery.com

Web: www.agilityrecovery.com

EMERGENCY NOTIFICATION SIMPLIFIED

Every day threats like natural disasters, disruptive incidents, workplace violence, acts of terrorism, and cyber-attacks put your workforce, property, and operations at extreme risk. When these events occur, you want to ensure your organization is ready. The Preparis Portal gives you a mobile-first strategy to prepare and respond.

Mitigate risk, eliminate business impacts, and make sure your workforce is protected.

AT-A-GLANCE

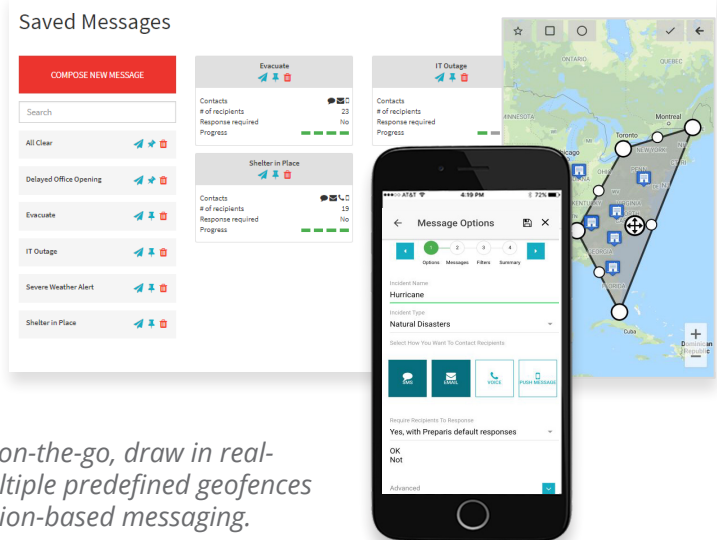
- Cloud-based with anytime, anywhere access on multiple device types
- Two-way emergency messaging featuring voice, SMS text, email, push, and desktop notifications
- Filter and track workforce response to emergency messages – with polling
- Create call-in announcements, so employees can receive critical updates
- Pin saved message templates to your dashboard and send alerts to recipients with 2 clicks
- Subscribe to and publish automated FEMA alerts with seamless integration to IPAWS
- Online training that includes more than 100 threat-specific topics
- Instantly store, upload, and access critical documents from any tablet, smartphone, or computer – cloud or offline access
- Limit access to documents, folders, and plans by roles, groups, or locations

BI-DIRECTIONAL MASS EMERGENCY MESSAGING

When critical events occur, easily communicate with your workforce.

Quickly notify employees by location, department, group, or role.

For employees on-the-go, draw in real-time or use multiple predefined geofences for broad location-based messaging.

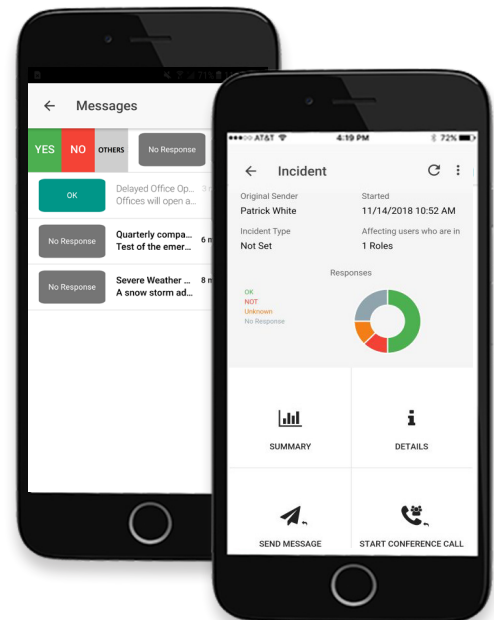


INCIDENT MANAGEMENT

Immediately respond to notifications with one-click to precisely communicate workforce status during an incident.

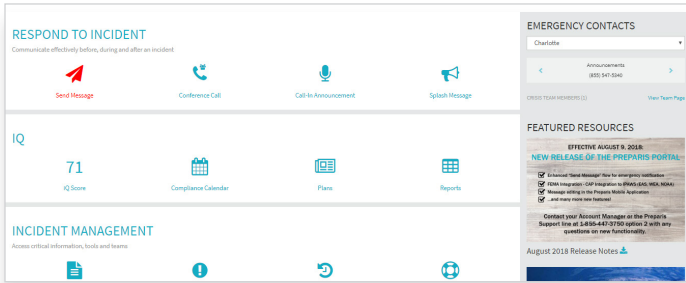
Quickly filter and track responses on an easy to read dashboard.

Initiate proactive emergency conference calls – no dial-in numbers, PINs, or passwords required.



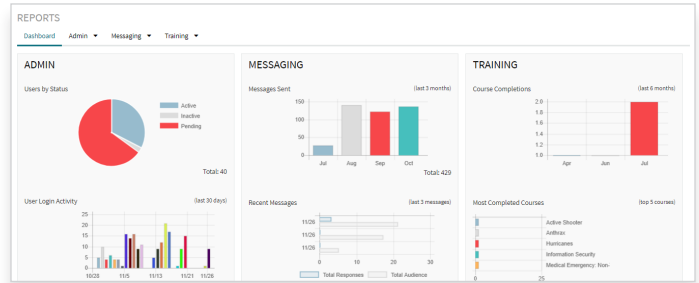
More Than Messaging

ALL-IN-ONE ADMINISTRATION



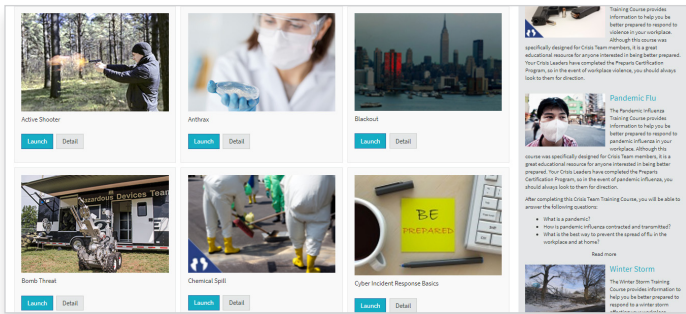
An all-in-one solution that streamlines emergency preparedness, incident response, and business continuity planning.

EXECUTIVE REPORTING



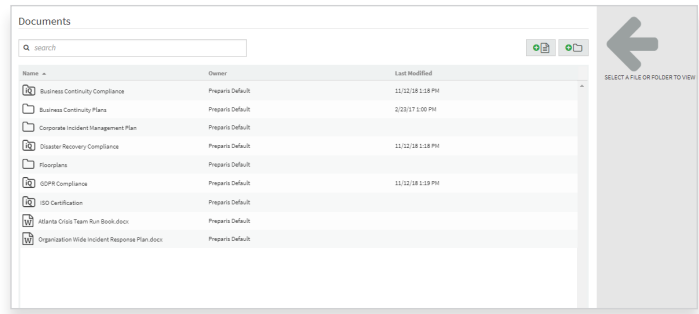
Executive reports and dashboards provide visibility and insight into incident management performance and emergency preparedness in real-time.

ONLINE TRAINING & EXPERT CONTENT



Ongoing guidance, downloadable content, and threat-specific resources to keep your organization informed and prepared. An interactive online knowledge center allows for training and certifying crisis teams on vital emergency response protocols.

DOCUMENT SHARING



Cloud or offline document sharing ensures safe, reliable document access, even if your building or servers are unavailable. Upload and access critical Excel, PDF, Word, and other documents from any tablet, smartphone, or computer instantly.



“ *Preparis is mass notification, learning, storage, it's cloud-based, it is everything I needed in one platform.* ”

Global Safety & Security Director
BMC Software



“ *With Preparis, we significantly enhanced our ability to navigate virtually though any threat or disaster.* ”

Chief Operating Officer
Steptoe & Johnson



“ *Preparis makes our jobs easier because we can rely on one resource to offer expert answers in each environment on so many topics.* ”

Chief Human Resources Officer
Alston & Bird, LLP



ReadyOffice

When business interruptions occur, nothing is more important than restoring operations and enabling critical staff to return to work. That's where ReadyOffice outperforms other short-term recovery solutions.

HOW

will you serve customers if your workplace suffers an interruption?

WHO

will be available to recover operations and employees?

WHERE

can you provide guaranteed recovery office space?

READYOFFICE OVERVIEW

ReadyOffice is a short-term, immediate occupancy office space solution that allows critical staff to be operational within 24 hours of a crisis. It complements our ReadySuite solution to provide immediately available office space before transitioning to a mobile unit or brick and mortar site for extended recoveries. With access to multiple facilities in a given region, ReadyOffice also meets the recovery needs of customers in urban environments without room for mobile trailers.

FEATURES

ReadyOffice Components

- Guaranteed seats within your geographic coverage area
- Dedicated, fully furnished office space
- Business lounge and kitchen area
- Breakout/informal meeting areas
- Managed telephone services
- High speed internet including Wi-Fi
- Laptops for each seat
- 30-day hotspot use for each user
- Over 3,000 global locations
- Annual testing for two days

WITT O'BRIEN CONSULTING SERVICES
TWO-YEAR CONTRACT EXTENSION

ISSUE: Witt O'Brien's provides emergency services consulting for the California State University System under an agreement dated July 1, 2012 between Witt Group Holdings, LLC and CSURMA. The agreement is renewable for successive two-year periods. The current service term is July 1, 2018-20. Witt O'Brien's has proposed a two-year contract extension for the period July 1, 2020 to June 30, 2022 as well as a new scope of work for the period July 1, 2020 and June 30, 2021 that the Executive Committee will be reviewing at its meeting today. Staff will provide a verbal report summarizing the action taken by the Executive Committee.

RECOMMENDATION: No action is recommended; this item is for information only.

FISCAL IMPACT: To be determined based on action taken by the Executive Committee at its meeting today. The annual fee of \$160,000 is included in the proposed budget for FY 20/21.

BACKGROUND: Witt O'Brien's provides emergency services consulting for the California State University System under an agreement between Witt Group Holdings LLC and CSURMA. The original two-year agreement was effective July 1, 2012 and is renewable for successive two-year periods subject to adjustments of costs and fees to be agreed upon in writing.

PUBLICATION: None.

ATTACHMENT(S):

- a. Scope of work and project outline for the period July 1, 2020 to June 30, 2022
- b. Witt O'Brien's Professional Services Agreement July 1, 2020 to June 30, 2022
- c. Witt O'Brien's Professional Services Agreement July 1, 2012 to June 30, 2014

Witt O'Brien's and CSU System Contract

July 1, 2020 – June 30, 2021

Scope of Work and Project Outline

This document outlines proposed emergency management projects for both the CSU Chancellor's Office (CO) and the CSU System based on a continuation of successful preparedness programs, current emergency management needs, and inclusion of good practices and trends in higher education emergency management. These projects can be changed or adjusted as necessary, based on the needs of the CO and any emergency incidents that may affect the CSU System.

Witt O'Brien's will perform the following services:

Task 1: Preparedness and Resilience: Emergency Plans, Training, and Exercises

1. a. EOC Training and Exercises

Assist the Systemwide Emergency Managers with special training and exercises on an as-needed basis, as needed and as budget allows. This could include scenario-based exercises, and trainings related to emergency management plans and procedures, continuity plans, procedures for the campus, and coordination with external partners and guest speakers.

1. b. Emergency Management Plan (EMP) and Emergency Annexes

Witt O'Brien's will work with the Systemwide Emergency Managers, as needed and budget allows, to provide updates to EMPs. This will involve reviewing and updating the various components of the plan(s). We will support development of specific annexes in coordination with the EMP. We will also provide forms and other guidance from FEMA and national standards, as needed.

1. c. Continuity Planning –Departmental Continuity Annexes Update

Witt O'Brien's will work with the Systemwide Emergency Managers, as needed and budget allows, to assist with supporting the campus departments in development of their business impact analysis (BIA) data, including critical functions analysis, and in updating their existing plans.

Task 2: Presidents and Senior Emergency Management Training Seminar

Witt O'Brien's will assist in promoting the availability of the Sr. Manager Training Seminars, and to work with campus emergency preparedness coordinators/directors to provide a robust, half-day emergency management training seminar for the campus Presidents and Senior Campus Management, to be conducted throughout the fiscal year (2020/2021) preferably on a regional, and/or campus by campus basis. This training will include:

- Executive Summary of the Campus Emergency Operations Plans (EOPs) Project.

- The Role of the Policy Group/Senior Executives, and Case Studies of successes and challenges.
- Crisis Communications, Reputation Management, and Public Perception.
- Tabletop Exercise.

Following this training, the CSU Presidents will have an enhanced concept of emergency management in general, their essential role in the process, the status of their specific campus emergency management program, and recent trends requiring focused attention.

Task 3: CSU System Emergency Management and Business Continuity Affinity Groups Support

Witt O'Brien's will assist both the CSU System Emergency Managers Affinity Group, and the Business Continuity Coordinators Affinity Group with system-wide efforts that may include:

- Attending Affinity Group bi-monthly meetings and providing subject matter expertise as requested.
- Support and attend the annual EM Affinity Group Conference, and the BC Affinity Group Conference.
- Support development of revised Executive Orders and technical memos related to EM and BC programs.
- Conducting research and compiling information about good practices in higher education emergency management.
- Providing tools and resources to enhance the emergency management and business continuity programs at the campuses, such as plan templates, exercise scenarios, BC guidebooks, EOP Annexes (Hazmat, PSPS, etc.).
- Conducting training and exercise sessions for the emergency managers and business continuity coordinators (these may be conducted via webinar or in-person regionally or at conferences).

Witt O'Brien's will serve as a resource for the Emergency Managers and Continuity Coordinators in order to help enhance the campus emergency management and business continuity programs and increase consistency and collaboration system wide.

Task 4: System-Wide Coordination Resources

Witt O'Brien's will assist the Chancellor's Office and the Emergency Management Affinity Groups in identifying ways for the Chancellor's Office to assist campuses in an emergency response, how campuses should coordinate with each other in an emergency, and notification and communication requirements and recommendations between campuses and other local or state entities. The effort will include the following.

- Identify Federal and State financial resources (e.g., post-disaster grants) for CSU System resiliency efforts.
- Support augmenting use of VEOCI software to support inter-and intra-campus coordination and management of major campus incidents. Develop templates for CO and system.
- Conduct regional coordination workshop(s) for EMs and Sr. VPs on campus. These might include an act-of-violence scenario, and other scenarios as developed in coordination with regional representatives.

Task 5: CSU System Public Information Officer Training

Witt O'Brien's will be available to work with the Assistant Vice Chancellor for Public Affairs to assist in developing and conducting PIO training for communications and public affairs staff from all of the CSU campuses and the Chancellor's Office as needed. These trainings may consist of Federal Emergency Management Agency (FEMA) PIO courses and/or crisis communications training sessions using scenario-based discussions and exercises.

Task 6: Provide strategic advisory, representation, and technical services as needed

Witt O'Brien's will provide support to CSU CO initiatives including:

- Fitting the Pieces Conference
- California Higher Education conference
- Post-Disaster Public Assistance Documentation Management for campus Business and Finance representatives
- Other representation as requested

Task 7: Support for Chancellor's Office Training

Witt O'Brien's will continue to assist the Chancellor's Office Emergency Manager in establishing training and exercises over a multi-year horizon. We will develop a Multi-year Training and Exercise Plan (MYTEP) schedule that includes: establish preparedness goal for the calendar year; scheduling exercises and drill to support the goals; outlining a schedule of trainings for CO EOC staff and others to support preparedness; and outlining program activities designed to meet the preparedness goal. Training and exercise focus areas could include: intentional human-caused threats such as cyber security, demonstrations, or acts of violence; human-caused accidents such as hazmat spills or fires; and natural hazards such as earthquakes and floods.

Task 8: COVID-19 Support

Our team will support the CO and the campuses with developing or updating materials specific to their support with their continuity operations, provision of health and safety guidelines, communicable disease annexes, after-action report development, and other emergency management and business continuity support. Assistance includes development of tools and guidance for that support back-to-business and back-to-academics effort in support of the CSU mission.

Estimated Cost Structure

Compensation. For the services as described above, Consultant shall be compensated as follows:

CSU Chancellor's Office July 1, 2018 – June 30, 2019		
Tasks related to Chancellors Office Emergency Management Program		
Task 1	Preparedness and Resiliency: Emergency Plans, Training, and Exercises	\$40,000
Tasks related to CSU System-Wide Emergency Management Program		
Task 2	Presidents and Senior Management Training Seminar	\$15,000
Task 3	CSU System Emergency Management and Business Continuity Affinity Groups Support	\$20,000
Task 4	System-Wide Coordination Resources	\$20,000
Task 5	CSU System Public Information Officer Training	\$5,000
Task 6	Provide strategic advisory, representation, and technical as needed	\$10,000
Task 7	Support for Chancellor's Office Training	\$30,000
Task 8	COVID-19 Support	\$10,000
	Expenses	\$10,000
	TOTAL	\$160,000

The above costs include Witt O'Brien's out-of-pocket expenses reasonably associated with services performed and will be reimbursed by CSU in accordance with Witt O'Brien's expense reimbursement policy. Labor hours spent traveling by Witt O'Brien's personnel for tasks under this project will not be billed to the project, in accordance with CSU policies.

**AMENDMENT #4 to Professional Service Agreement
Between Witt O'Brien's LLC and California State University Risk Management Authority**

This fourth amendment ("Amendment") is made by and between Witt O'Brien's, LLC, ("the Company"), and California State University Risk Management Authority (the "Client"), collectively "the parties," modifies the Professional Service Agreement entered into by the parties on July 1, 2012, as amended, Amendment #1 dated May 27, 2014, Amendment #2 dated April 20, 2016, and Amendment #3 dated February 26, 2018 (collectively, "Agreement"), and is effective as dated April 17, 2020.

Whereas, Client and Consultant desire to amend the Agreement in accordance with the terms and conditions described below

Now, therefore, in consideration of the terms and conditions contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

1. Section 3, Period of Performance, shall be amended as follows: The period of performance under the Agreement shall be from July 1, 2020 to July 1, 2022. The Agreement may thereafter, by mutual written agreement, be renewed for a successive two (2) year period. The renewal will be issued under the same terms and conditions as the Agreement, unless otherwise agreed to by the parties at that time.
2. Section 2, Scope of Work, is amended to add the attached scope of work as listed below for the period of July 1, 2020 - June 30, 2021. By no later than June 1, 2021, Consultant will provide an additional Scope of Work and Project Outline for the period July 1, 2021 - June 30, 2022, for review and approval of Client
3. Section 4, Fees and Payment, shall be amended to include the fees and payment chart listed below.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Agreement to be effective as of the date set forth above.

California State University Risk Management Authority	Witt O'Brien's, LLC

Name, Title: Company: Address: City, State, Zip: Email: Phone:	Name, Title: Greg Fenton, COO Company: Witt O'Brien's, LLC Address: 818 Town & Country Blvd., Suite 200 City, State, Zip: Houston, Texas 77024 Email: contractrequests@wittobriens.com Phone: 281-606-4721
---	---

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") dated this the 1st day of July, 2012, is between California State University Risk Management Authority ("Client"), with offices at 401 Golden Shore, 5th Floor, Long Beach, CA 90802 and Witt Group Holdings, LLC ("Consultant"), located at 1501 M Street, NW, 5th Floor, Washington, DC 20005.

TYPE OF AGREEMENT: Professional Services Agreement

Whereas, Consultant is in the business of providing certain consulting services and is willing to provide such services to Client; and

Whereas, Client desires to utilize Consultant's services as provided for herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. General Terms and Conditions

The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein by reference.

2. Scope of Work

Consultant shall provide the services set forth in Appendix B, attached hereto and Incorporated herein by reference ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein (hereafter "Deliverables").

3. Period of Performance

The period of this Agreement shall be two (2) year(s) from the signing of this Agreement and shall be renewed for successive two (2)-year periods subject to adjustments of costs and fees to be agreed upon in writing.

4. Fees and Payment

In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix C.

Payment terms for the Agreement shall be in accordance with paragraph 8 of Appendix A.

5. Notice

Any notice given by either party shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

To: Charlene M. Minnick Assistant Vice Chancellor/Chief Risk Officer, System-wide Risk Management Office of Risk Management California State University Office of the Chancellor	To: Nathan Weinman, Director of Contracts and Compliance Witt Group Holdings, LLC.
401 Golden Shore, 5 th Floor	1501 M Street, NW, 5 th Floor
Long Beach, CA 90802	Washington, DC 20005
Phone: 562.951.4580	Phone 202.585.0780
Fax: 562.951.4967	Fax 202.585.0792
Email: cminnick@calstate.edu	Email: nweinman@wittassociates.com

6. Entire Agreement

Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

In Witness Whereof, Client and Consultant have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

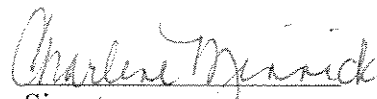
For: Consultant


Signature

Nate Fe LB
Name (Typed or Printed)

7/9/12
Date

For: Client


Signature

Charlene Minnick
Name (Typed or Printed)

6-28 2012
Date

APPENDIX A

GENERAL TERMS & CONDITIONS

1. CONSULTANT'S RESPONSIBILITIES. Consultant/Contractor ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

2. CLIENT'S RESPONSIBILITIES. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement.

To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment. Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

3. COMMENCEMENT AND COMPLETION OF THE SERVICES. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

4. PROPRIETARY INFORMATION. Proprietary confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter.

Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order.

Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this Agreement.

5. DELIVERABLES. Upon payment in full for the Services, and unless otherwise agreed ("Deliverables") shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from Client's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding the foregoing provisions of this Clause, the Client acknowledges that in the course of its performance under the Contract the Consultant may use products, materials and methodologies proprietary to the Consultant, and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties.

6. INDEMNIFICATION/INSURANCE. Each Party (the "Indemnifying Party") shall defend, indemnify and save the other Party (the "Indemnified Party"), its officers, directors, agents, and employees harmless from and against any and all claims, liabilities, demands, judgments, losses, costs, expenses (including reasonable attorney's fees), suits, or damages arising by reason of bodily injury, death or damage to a third party's tangible property sustained by any person or entity (whether or not a party to this Agreement) caused by or attributable to an action of gross negligence or willful misconduct of the Indemnifying Party or an officer, director, agent or employee of Indemnifying Party.

Consultant shall provide proof of General Liability insurance coverage of at least \$1,000,000 per incident and \$5,000,000 aggregate, Business Automobile Liability of \$1,000,000 per person and \$2,000,000 per incident and Professional Liability of \$5,000,000.

The California State University is permissibly self-insured.

7. ACCEPTANCE. Client shall have five (5) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

8. PAYMENT TERMS. Invoices will be submitted monthly and are due upon receipt. Invoices for out of pocket expenses may be submitted on a monthly basis and are due upon receipt. Timely payment is a material part of the consideration for the performance of the Services. .

In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

9. CONTRACT CEILING PRICE. For time and material or unit price contracts with a contract ceiling, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that Client may, at its sole discretion, increase such limitation by written modification to this Agreement.

Consultant shall not be required to perform the Services to the extent that such performance exceeds the ceiling price of this Agreement. In the event of a dispute relating to the contract-ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement.

10. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

11. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. HEALTH & SAFETY. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

Consultant shares in the responsibility of using due-diligence when on site and if concerned of a potential hazard will inform Client immediately before proceeding with applicable endeavor.

13. CONFLICT OF INTEREST. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Proprietary Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

14. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of

access to the site or any other event beyond the reasonable control of the claiming party. For the duration of this Agreement, Consultant will keep a back-up copy of all important documents related to the Project.

Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

15. CHANGED CONDITIONS. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

16. CHANGES TO THE SERVICES. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

17. DISPUTES. Any dispute relating to this Agreement shall be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The panel shall meet for a maximum of three (3) days. Should this dispute resolution be unsuccessful, or if the panel has failed to meet within two (2) weeks of demand for such a meeting by either party, the matter may be submitted by either party to arbitration and no written or oral representation made during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission.

The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrators shall be used only as a method of avoiding litigation through the conducting of Alternative Dispute Resolution and will not be final. The arbitration shall take place at a location acceptable to both the client and consultant. Furthermore, in all events, no party shall be liable for indirect, special, consequential or punitive damages.

18. THIRD PARTY LITIGATION. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced by a third party, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto). To

the extent Consultant may be required, either by law or at the request of Client, to provide such testimony, records, information, or assistance, Client shall reimburse Consultant for the reasonable value of its services at its then prevailing rate for comparable work, based on the time expended, and for Consultant's out-of-pocket expenses incurred in connection therewith in accordance with the provisions of this Agreement.

19. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

20. NON-SOLICITATION OF EMPLOYEES. Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

21. NONWAIVER. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

22. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

23. ASSIGNMENT/SUBCONTRACTS. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent.

24. DRAFTING PARTY. Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

25. GOVERNING LAW. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the District of Columbia and, where applicable by virtue of preemption, under the laws of the United States of America.

26. CAPTIONS. The captions and headings of this agreement are intended for convenience and reference only, do not affect the construction or meaning of this agreement and further do not inform a party of the covenants, terms or conditions of this Agreement or give full notice thereof.

27. ADDITIONAL INSTRUMENTS. The parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the agreement as set forth herein.

28. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed

agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

29. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- A. This Agreement
- B. The Rate Schedule (Appendix C)
- C. The Scope of Work (Appendix B)
- D. The General Terms and Conditions (Appendix A)
- E. Task Orders (if applicable)
- F. Other Contract Documents

30. ENTIRE AGREEMENT. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No modification or change to this Agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

31. OTHER. Neither Party shall disseminate or make use of any materials making reference to the other Party, without the other Party's written consent. Neither Party shall make any statements or promises relating to the other Party or its Services or any use of the other Party's name, which is not authorized in writing by the other Party.

32. TERMINATION. This agreement may be terminated at any time by either party provided the requesting party provides the other with 30 days written notice. In this event, Client shall pay for services rendered through the date of termination. Either party may also immediately terminate this Agreement upon a material breach of this Agreement, with no further payment or service obligation.

APPENDIX B

Scope of Work

Consultant will perform the following services:

Task A: Chancellor's Office Continuity of Operations (COOP) Plan (remaining tasks)

Complete the Chancellor's Office COOP Plan by developing the following components:

- *A1: Relocation Annex to CSU CO COOP Plan*
Develop a Relocation Annex to the CSU CO COOP Plan that accounts for one relocation site close to the CSU CO in Long Beach (possibly a local CSU campus) and one relocation site outside of the Southern California region (possibly Fresno State University). The Annex will account for low activation, medium activation, and full activation COOP events.
- *A2: Communications Annex to the CSU CO COOP Plan*
Develop a Communications Annex to the CSU CO COOP Plan that describes communications processes, equipment, and alternative methods for COOP events.
- *A3: Training for CSU CO COOP Management Team*
Develop and conduct a training session for the individuals assigned to the CO COOP Management Team. Include training on other CO emergency plans and how they coordinate and interact with the COOP Plan.

Task B: CSU Presidents and Executive Leadership Training

Conduct specialized emergency management training for the CSU campus presidents and executive leadership personnel. Include information about emergency preparedness and response, the Standardized Emergency Management System (SEMS), reputation management, and senior leadership team involvement in emergencies. Tailor the training to the unique needs of a campus president and senior leadership team in managing an emergency.

Task C: Chancellor's Office Tabletop Exercise

Develop and conduct a tabletop exercise to test the CSU CO COOP Plan, the CO CSEOT Guide, and the CO Crisis Communications Plan. Use the Homeland Security Exercise and Evaluation Program (HSEEP) to develop the exercise and create an Exercise Planning Team that consists of CO staff members. The tabletop exercise will allow critical CO emergency operations personnel and senior leadership personnel to practice using the plans by applying them to a realistic scenario that may affect the CO. The tabletop exercise will also test coordination with CSU campuses and external partners.

Task D: Webinar Workshops for CSU Campuses

Develop and conduct 1-2 webinars for the CSU campuses. These webinars will address:

- Executive Orders 1056 and 1014, including expectations from the Chancellor's Office on how to address these Executive Orders
- Planning steps and strategies for creating a viable and successful COOP Plan and Emergency Operations Plan (EOP)
- Common issues faced by the CSU campuses and potential resolutions
- Success stories from the various CSU campuses in emergency operations and continuity of operations planning endeavors
- Additional elements as requested

Witt Associates will provide suggested templates/outlines for a COOP Plan and an EOP. The webinar(s) will also feature guest speakers from various CSU campuses to share best practices and lessons learned.

Task E: CSU System-wide Emergency Management Training and Exercise Program Guidebook

Develop an exercise and training program guidebook for use by the CSU campuses that addresses:

- Suggested training and exercise program goals and objectives
- Information about the Homeland Security Exercise and Evaluation Program (HSEEP) and how to implement it for a campus exercise program
- Training and exercise purpose, characteristics, and requirements for CSU System campuses
- Suggested training and exercise program organization, timeline, and schedules
- Suggested federal and state available training and additional training resources
- Design templates and/or suggested methodologies for conducting seminars, workshops, drills, tabletop exercises, functional exercises, and full-scale exercises
- Proposed training and exercise evaluation, after action reporting, and improvement planning guidance

Task F: Develop and Conduct Two Functional Exercises

Develop two tabletop exercises that incorporate functional elements and target CSU campuses in Northern California (F1) and CSU campuses in Southern California (F2). These exercises will test campus-specific emergency plans, coordination and mutual aid between the campuses, and interaction with the Chancellor's Office during a campus emergency. CSU campuses can participate at a level that is comfortable to them, and Witt Associates will provide assistance and guidance to all campuses, as well as facilitation of both exercises. Witt Associates will also conduct a workshop with the Chancellor's Office prior to the exercises to prepare CO staff members for interaction.

- F1: Tabletop Exercise – Northern Campuses and Chancellor's Office
- F2: Tabletop Exercise – Southern Campuses and Chancellor's Office

Task G: Provide strategic advisory, representation, and technical services to the Chancellor's Office on emergency preparedness issues. (General Administration Function)

APPENDIX C

Compensation. For the services as described in Appendix B, Consultant shall be compensated as follows:

- | | |
|--|----------|
| • Task A: Chancellor's Office Continuity of Operations (COOP) Plan | \$75,000 |
| • Task B: CSU Presidents and Executive Leadership Training | \$30,000 |
| • Task C: Chancellor's Office Tabletop Exercise | \$30,000 |
| • Task D: Webinar Workshops for CSU Campuses | \$30,000 |
| • Task E: CSU System-wide Emergency Management Training and Exercise Program Guidebook | \$40,000 |
| • Task F: Develop and Conduct Two Tabletop Exercises | \$80,000 |
| • Task G. Strategic Advisory/Technical Services | \$15,000 |

Total: **\$300,000**

In addition, Consultant shall be reimbursed for all out-of-pocket expenses reasonably associated with services performed and in accordance with Consultant's expense reimbursement policy.

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: The AORMA was first marketed to CSU Auxiliary Organizations in 1998. Since that time, the program has grown from 12 members to 86 members, and represents 100% participation.

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.

REVIEW OF THE SERVICE PROVIDER PERFORMANCE SURVEY REPORT

ISSUE: CSURMA strives to provide consistency and reliability over time. One key component to accomplishing this goal is evaluating those organizations that provide services to CSURMA. On an annual basis CSU Systemwide Risk Management contacts CSURMA members who regularly use vendor services and asks them to complete an on-line vendor survey.

The complete 2019 Vendor Survey Report will be posted on the CSURMA website.

RECOMMENDATION: This is an information only item; no action is recommended at this time.

FISCAL IMPACT: None.

BACKGROUND: The Service Provider Performance evaluation will assist CSURMA with additional information to support strategic planning. The evaluation is tailored to meet the requirements of the CSURMA members and maintain respondent confidentiality in order to elicit candid comments.

PUBLICATION: None.

ATTACHMENT(S):

- a. CSURMA 2019 Annual Vendor Survey Report

2019

CSURMA Campus Survey Results

Prepared by:
Alexis Naiknimbalkar
Organizational Excellence
Office of the Chancellor
Software: Snap Survey Professional 11
Report Date: 04/17/2020

Survey Campus Coordinator Contacts

for survey customization & approval.

	Primary Contact	Additional Contact 1	Additional Contact 2
Name	Leona Ching		
Phone	(562) 951-4575		
Email	lching@calstate.edu		

Date Survey Opened: 01/21/2020
 Date Reminder Sent: 01/27/2020 and 02/10/2020
 Date Survey Closed: 02/14/2020

Survey Administration & Analysis

The web-based surveys were conducted using SNAP Survey Professional 10.
 The survey URL was distributed to the sample group via e-mail.
 Analysis was performed and reports created using SNAP Survey Professional 10.

Population and Sample

	Listserve
Total Population	117
Sample	117
Responses	56
Minimum Response Rate	47%

Note: The response rates listed above must be considered as minimum values as they assume that all individuals on the campus-provided e-mail list had an opportunity to take the survey. In reality the number of individuals that will have received the e-mail link is lower than the Sample value due incorrect e-mail addresses, blocked e-mail, etc.

Sample Description

2019 Listserve contacts

Surveys Administered by: Chancellor's Office

Note: Technical issue resulted in no responses for Witt O'Brien and Workplace Answers.

Survey E-mail Letter Invitation Text:

Subject: CSURMA/AORMA Survey - Due February 14, 2020

Dear Campus Representative:

CSURMA/AORMA is conducting surveys on the performance of the firms that provide service and support to the campuses and auxiliary organizations. Your participation in this survey provides important information for the success of the programs and the improvement of the services provided to CSURMA/AORMA members.

Please complete this electronic survey by **February 14, 2020**, for the service organizations with which you work. To begin the survey, click on the link below and complete the survey online. You will note on the first page that you can choose the vendors with whom you have worked with. For each service provider, there is opportunity to provide additional comments at the end of each section. All answers and comments will be handled in a confidential manner.

Survey Link

We appreciate your participation and thank you for your prompt feedback.

If you should have any questions about the survey, please contact Zachary Gifford at 562-951-4580.

ALL Survey Results

Q3.a to Q3.g Agility Recovery Solutions, Inc. (Agility)

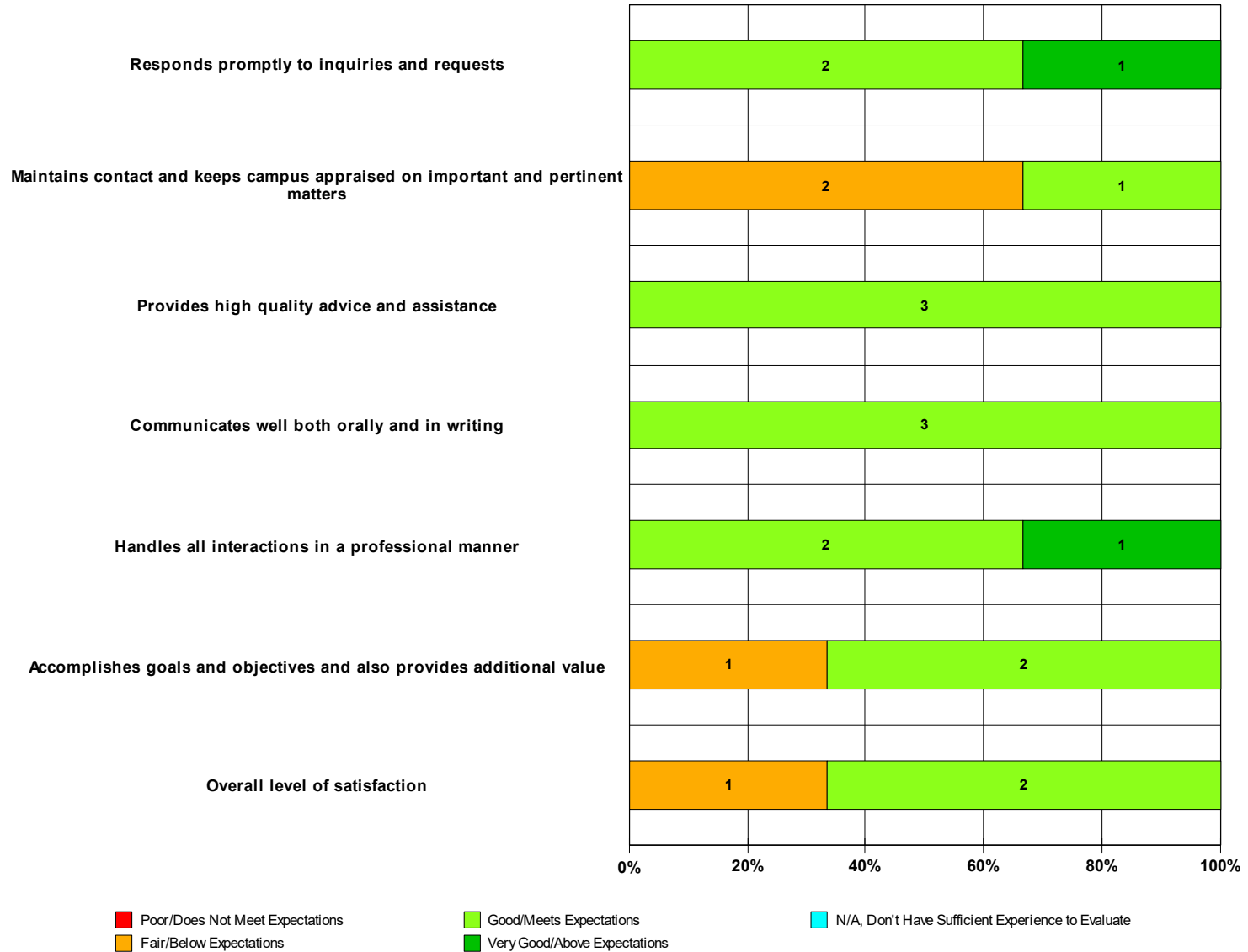
Analysis...: Q3.a to Q3.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	21	2.90	-	4	15	2	-
Responds promptly to inquiries and requests	3	3.33	-	-	2	1	-
Maintains contact and keeps campus apprised on important and pertinent matters	3	2.33	-	2	1	-	-
Provides high quality advice and assistance	3	3.00	-	-	3	-	-
Communicates well both orally and in writing	3	3.00	-	-	3	-	-
Handles all interactions in a professional manner	3	3.33	-	-	2	1	-
Accomplishes goals and objectives and also provides additional value	3	2.67	-	1	2	-	-
Overall level of satisfaction	3	2.67	-	1	2	-	-

Q3.a to Q3.g Agility Recovery Solutions, Inc. (Agility)

Analysis...: Q3.a to Q3.g
 Filter.....: All Respondents
 Options... : Transposed
 Cells.....: Counts, Respondents

Q3.a to Q3.g Agility Recovery Solutions, Inc. (Agility)



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

I feel like there should be more outreach to campuses to help them align their needs with the vendor's programs/services.

They could do better in reaching out and reminding people about their services.

I have moved from one campus to another and Agility has been very good at getting me connected at my new campus. They are attentive, although just today they accidentally sent me an email calling me by my predecessors name... just a mistake - we've already been in touch and they know me.

Q5.a to Q5.g Alliant Insurance Services CSURMA Insurance Brokerage/Consulting

Analysis...: Q5.a to Q5.g

Filter.....: All Respondents

Score.....: Weight WT1

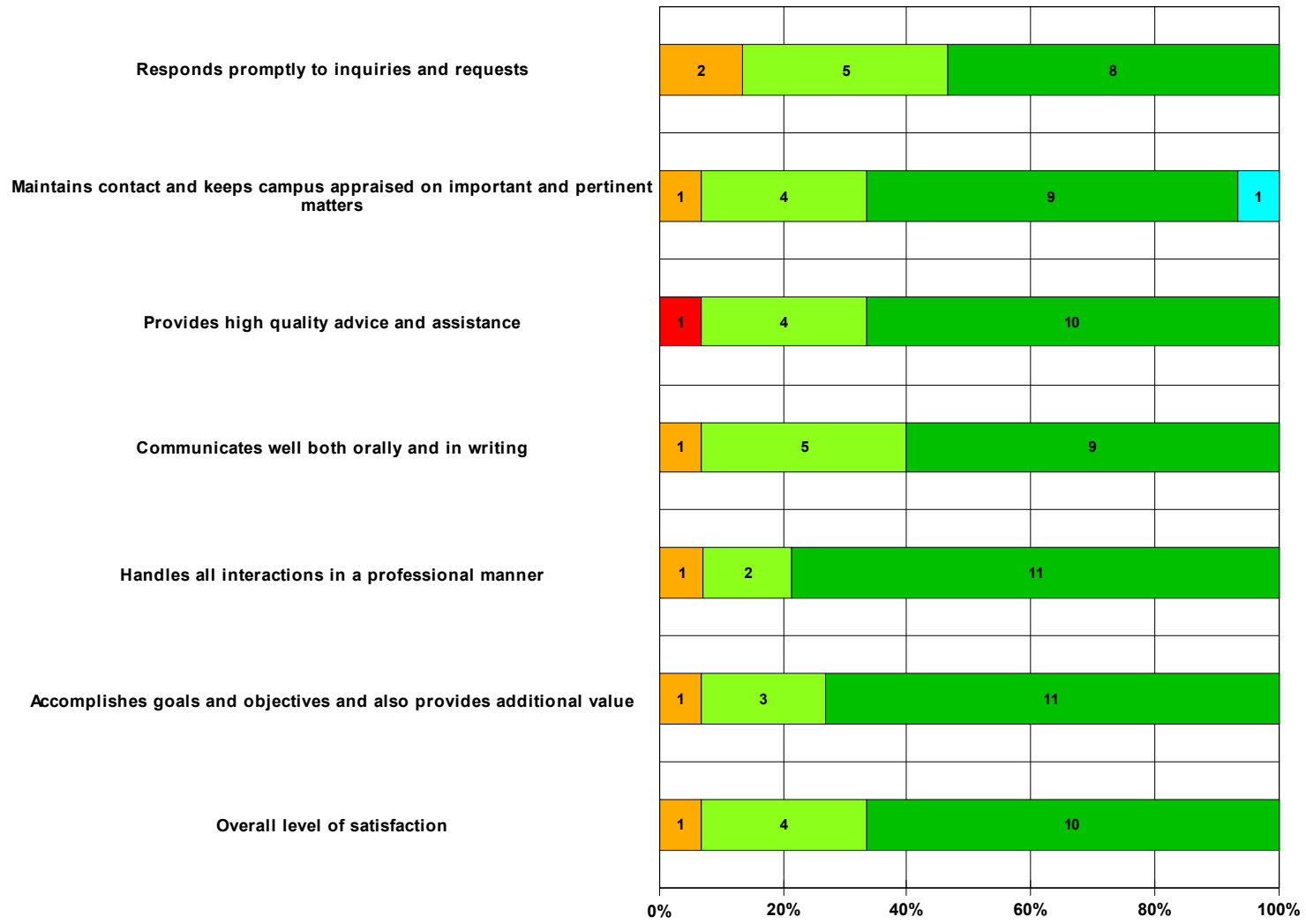
Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	104	3.57	1	7	27	68	1
Responds promptly to inquiries and requests	15	3.40	-	2	5	8	-
Maintains contact and keeps campus apprised on important and pertinent matters	15	3.57	-	1	4	9	1
Provides high quality advice and assistance	15	3.53	1	-	4	10	-
Communicates well both orally and in writing	15	3.53	-	1	5	9	-
Handles all interactions in a professional manner	14	3.71	-	1	2	11	-
Accomplishes goals and objectives and also provides additional value	15	3.67	-	1	3	11	-
Overall level of satisfaction	15	3.60	-	1	4	10	-

Q5.a to Q5.g Alliant Insurance Services CSURMA Insurance Brokerage/Consulting

Analysis...: Q5.a to Q5.g
 Filter.....: All Respondents
 Options...: Transposed
 Cells.....: Counts, Respondents

Q5.a to Q5.g Alliant Insurance Services CSURMA Insurance Brokerage/Consulting



■ Poor/Does Not Meet Expectations
 ■ Good/Meets Expectations
 ■ N/A, Don't Have Sufficient Experience to Evaluate
■ Fair/Below Expectations
 ■ Very Good/Above Expectations

Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

Always a service provider leader for CSU campuses.

Excellent. Sorry to see Rob retire.

I completely appreciate our Alliant team - they ALWAYS help me with a very high level of efficient response and totally consistent good customer service.

Q7.a to Q7.g Alliant Insurance Services CSURMA Program Administrator

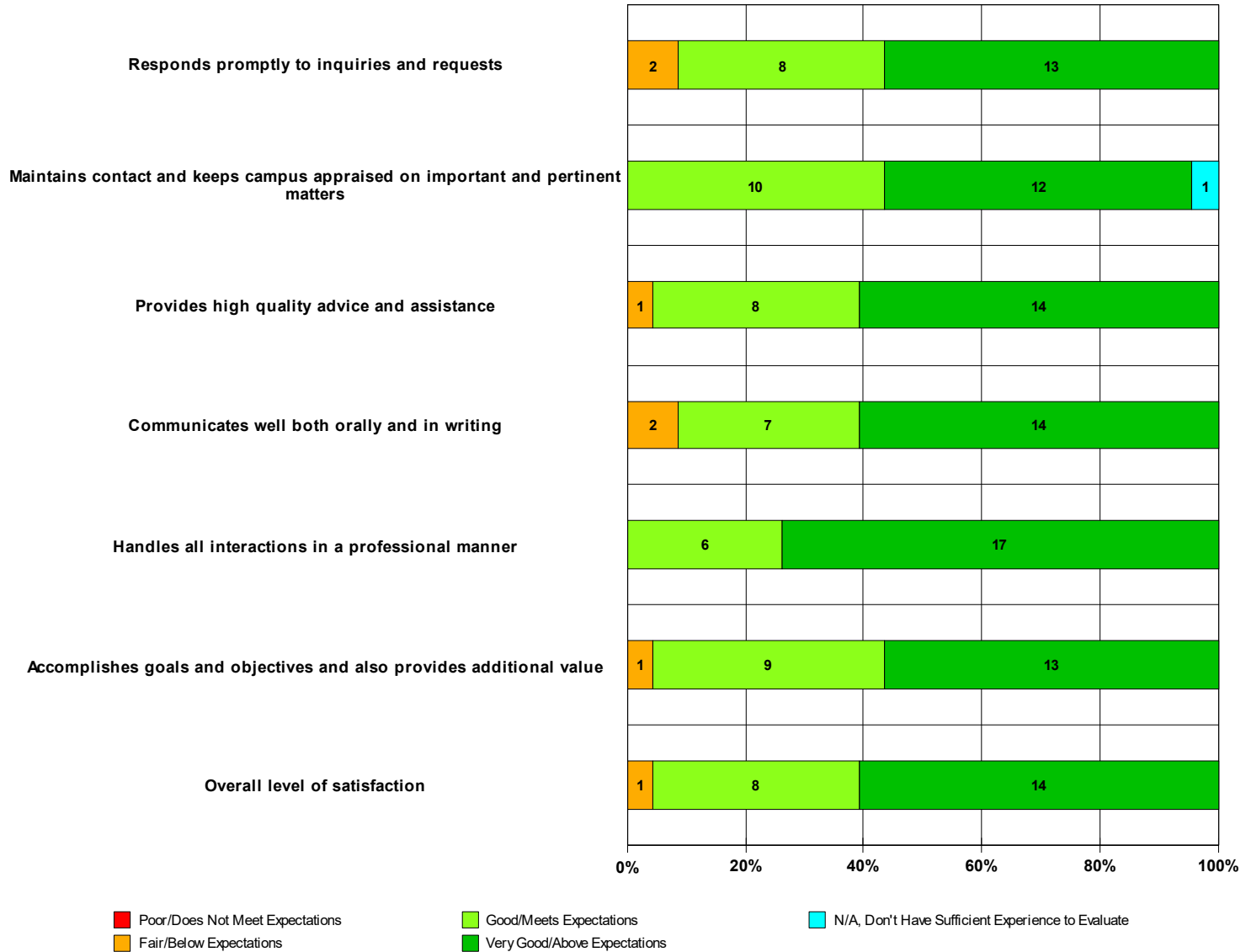
Analysis...: Q7.a to Q7.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	161	3.56	-	7	56	97	1
Responds promptly to inquiries and requests	23	3.48	-	2	8	13	-
Maintains contact and keeps campus apprised on important and pertinent matters	23	3.55	-	-	10	12	1
Provides high quality advice and assistance	23	3.57	-	1	8	14	-
Communicates well both orally and in writing	23	3.52	-	2	7	14	-
Handles all interactions in a professional manner	23	3.74	-	-	6	17	-
Accomplishes goals and objectives and also provides additional value	23	3.52	-	1	9	13	-
Overall level of satisfaction	23	3.57	-	1	8	14	-

Q7.a to Q7.g Alliant Insurance Services CSURMA Program Administrator

Analysis...: Q7.a to Q7.g
 Filter.....: All Respondents
 Options...: Transposed
 Cells.....: Counts, Respondents

Q7.a to Q7.g Alliant Insurance Services CSURMA Program Administrator



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:
<i>We love Alliant</i>
<i>Very knowledgeable staff</i>
<i>N/A</i>
<i>N/A</i>
<i>great</i>
<i>good</i>
<i>None</i>
<i>Doing a great job.</i>
<i>Very positive interactions with Alliant.</i>
<i>Great job on meetings/agendae/workshops, etc.</i>
<i>Dan Howell is great and his staff are wonderful at answering questions and taking care of us at each campus.</i>
<i>Very professional. They are good at managing the AIME program.</i>
<i>n/a</i>
<i>n/a</i>
<i>Terrific service. High volume of task traffic I imagine.</i>
<i>n/a</i>
<i>Fast response and good program knowledge</i>
<i>all POC's are great people and amazing professionals.</i>
<i>Overall Fair, they are professional, and interactions with them are fine, but it doesn't seem that there has been any growth in their understanding of Athletics and the actual value of the AIME program. It is likely that the larger schools could pay less outside of the pool at this time. Some of that is because of the TPA they work with.</i>
<i>n/a</i>
<i>This group is extremely responsive to questions and needs of the campus.</i>
<i>Every interaction I have with the CSURMA program administrator(s) through Alliant are excellent! I really like these people! They are the best support, and I worry about some day if we don't have them as our contractor.</i>
<i>.</i>

Q9.a to Q9.g Alliant Insurance Services Workers' Compensation Consulting

Analysis...: Q9.a to Q9.g

Filter.....: All Respondents

Score.....: Weight WT1

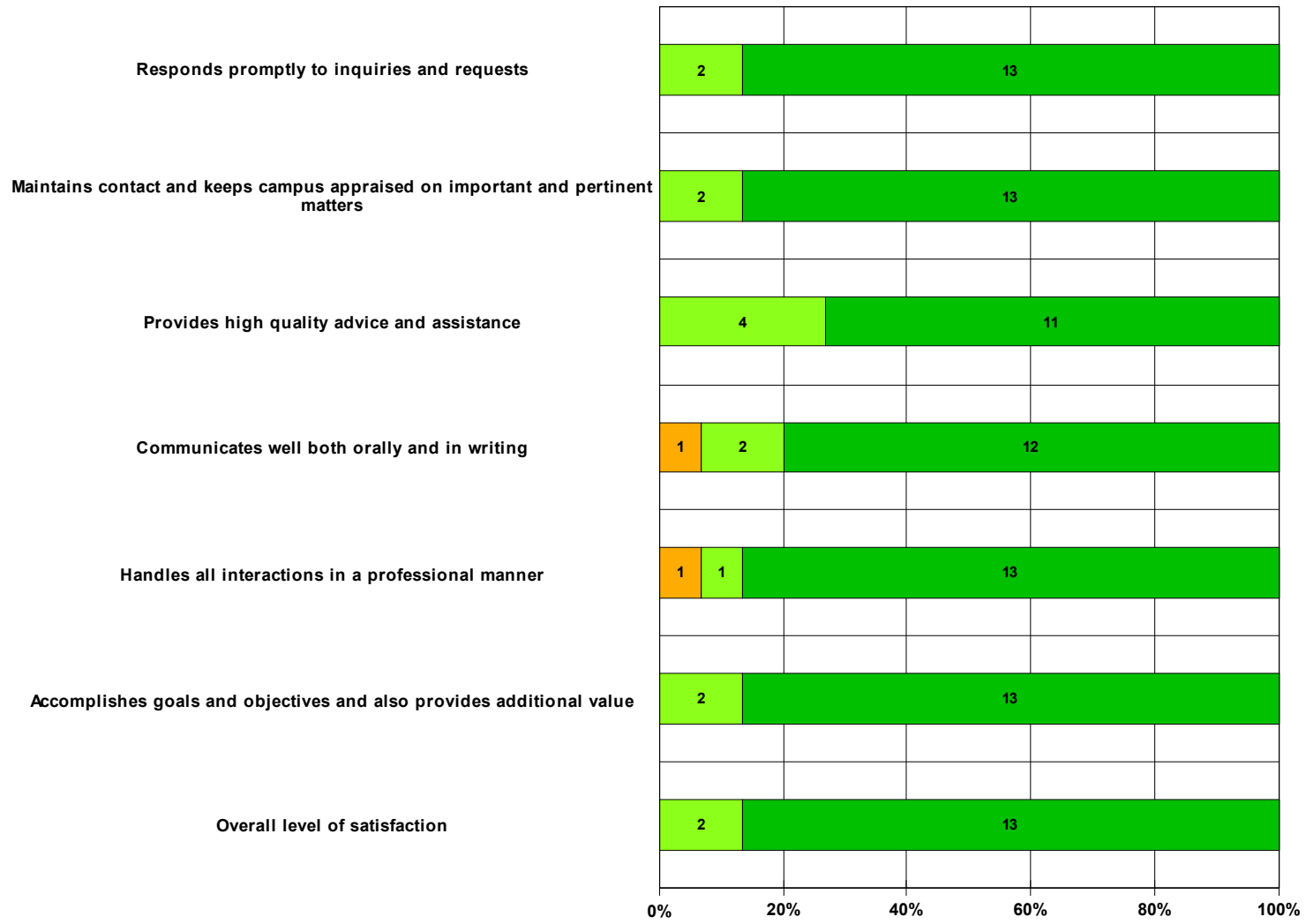
Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	105	3.82	-	2	15	88	-
Responds promptly to inquiries and requests	15	3.87	-	-	2	13	-
Maintains contact and keeps campus apprised on important and pertinent matters	15	3.87	-	-	2	13	-
Provides high quality advice and assistance	15	3.73	-	-	4	11	-
Communicates well both orally and in writing	15	3.73	-	1	2	12	-
Handles all interactions in a professional manner	15	3.80	-	1	1	13	-
Accomplishes goals and objectives and also provides additional value	15	3.87	-	-	2	13	-
Overall level of satisfaction	15	3.87	-	-	2	13	-

Q9.a to Q9.g Alliant Insurance Services Workers' Compensation Consulting

Analysis...: Q9.a to Q9.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q9.a to Q9.g Alliant Insurance Services Workers' Compensation Consulting



■ Poor/Does Not Meet Expectations
 ■ Good/Meets Expectations
 ■ N/A, Don't Have Sufficient Experience to Evaluate
■ Fair/Below Expectations
 ■ Very Good/Above Expectations

Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:
<i>Katie and Tracy are amazing</i>
<i>Jacki Graf is always quick to respond and professional. She also makes sure to inform the group of any new laws or updates in the monthly workers' comp call.</i>
<i>Alliant has been supportive and responsive with any WC needs</i>
<i>I am always able to make contact and work through issues</i>
<i>N/A</i>
<i>Jacki Graf is a great resource for guidance and information internally and externally.</i>
<i>None</i>
<i>N/A</i>
<i>Jackie Graf provides top-notch service. We lean on her heavily to provide the best information internally to our campus.</i>
<i>Jacki is always willing to help and is very knowledgeable in the world of workers' compensation</i>
<i>No additional comments</i>
<i>Jacki is absolutely the best.</i>
<i>Meet expectations</i>
<i>All POC's are amazing people and provide great service to CSUSM</i>
<i>Very Happy</i>

Q11.a to Q11.g Alliant Insurance Services CSURMA Property/Crime Claims Consulting

Analysis...: Q11.a to Q11.g

Filter.....: All Respondents

Score.....: Weight WT1

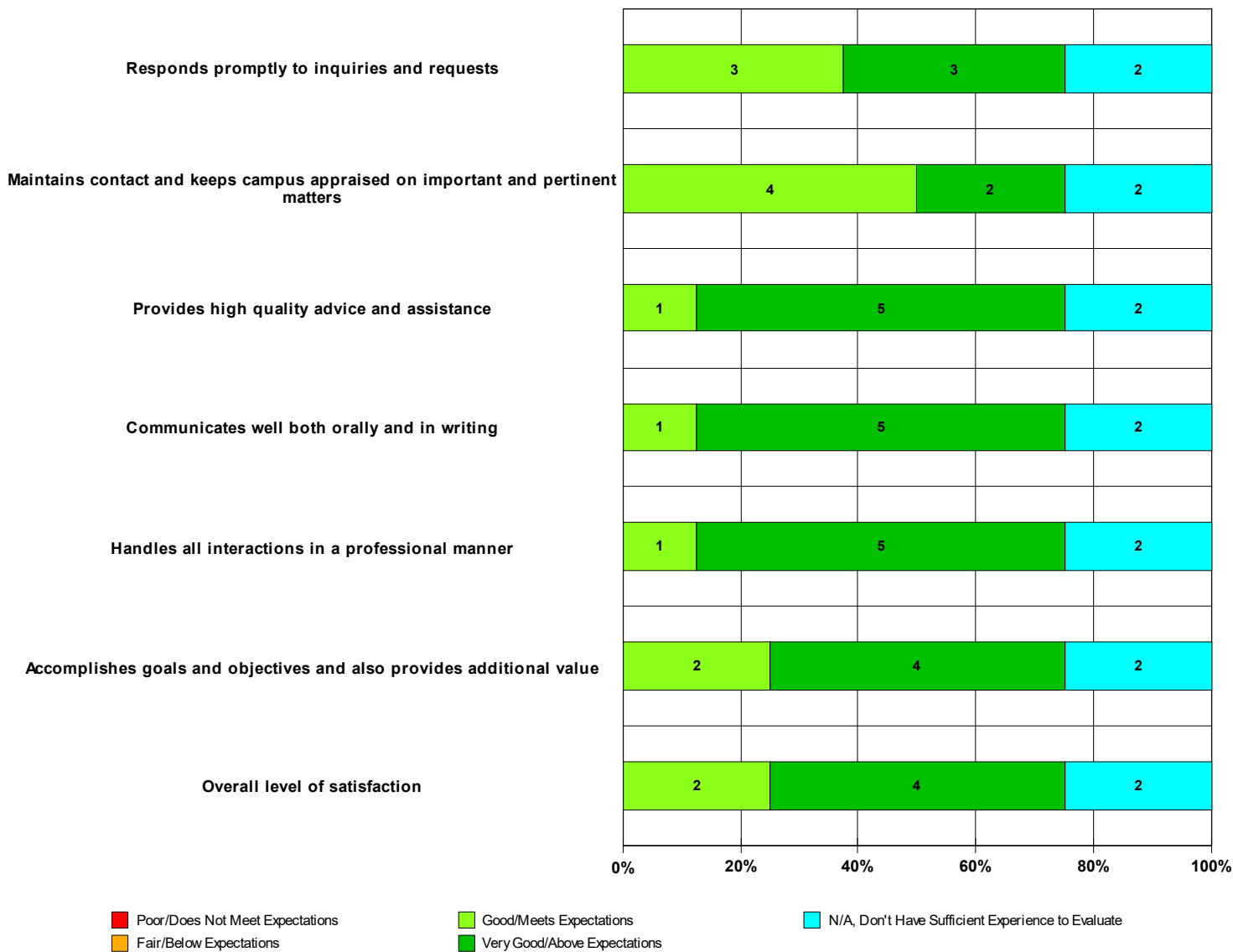
Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	56	3.67	-	-	14	28	14
Responds promptly to inquiries and requests	8	3.50	-	-	3	3	2
Maintains contact and keeps campus apprised on important and pertinent matters	8	3.33	-	-	4	2	2
Provides high quality advice and assistance	8	3.83	-	-	1	5	2
Communicates well both orally and in writing	8	3.83	-	-	1	5	2
Handles all interactions in a professional manner	8	3.83	-	-	1	5	2
Accomplishes goals and objectives and also provides additional value	8	3.67	-	-	2	4	2
Overall level of satisfaction	8	3.67	-	-	2	4	2

Q11.a to Q11.g Alliant Insurance Services CSURMA Property/Crime Claims Consulting

Analysis...: Q11.a to Q11.g
 Filter.....: All Respondents
 Options...: Transposed
 Cells.....: Counts, Respondents

Q11.a to Q11.g Alliant Insurance Services CSURMA Property/Crime Claims Consulting



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

na

Bob Frey always makes himself available, provides valuable guidance and follows up in a timely manner when needed.

Unfortunately, we are a frequent user of the property claim services. Fortunately, Bob Frey and his team are the best in the business.

There are a few times when I had to send a couple of emails to get a response. Overall I am pleased with the level of service and appreciate CSURMA/Alliant being an advocate for our campus claims.

Bob Frey and team are really good. Could use a bigger bench perhaps.

This should not be a mandatory section to complete

n/a

In the past 6 months I have not worked directly with the group on these issues.

Q13.a to Q13.g Belfor - Property Loss Mitigation & Restoration

Analysis...: Q13.a to Q13.g

Filter.....: All Respondents

Score.....: Weight WT1

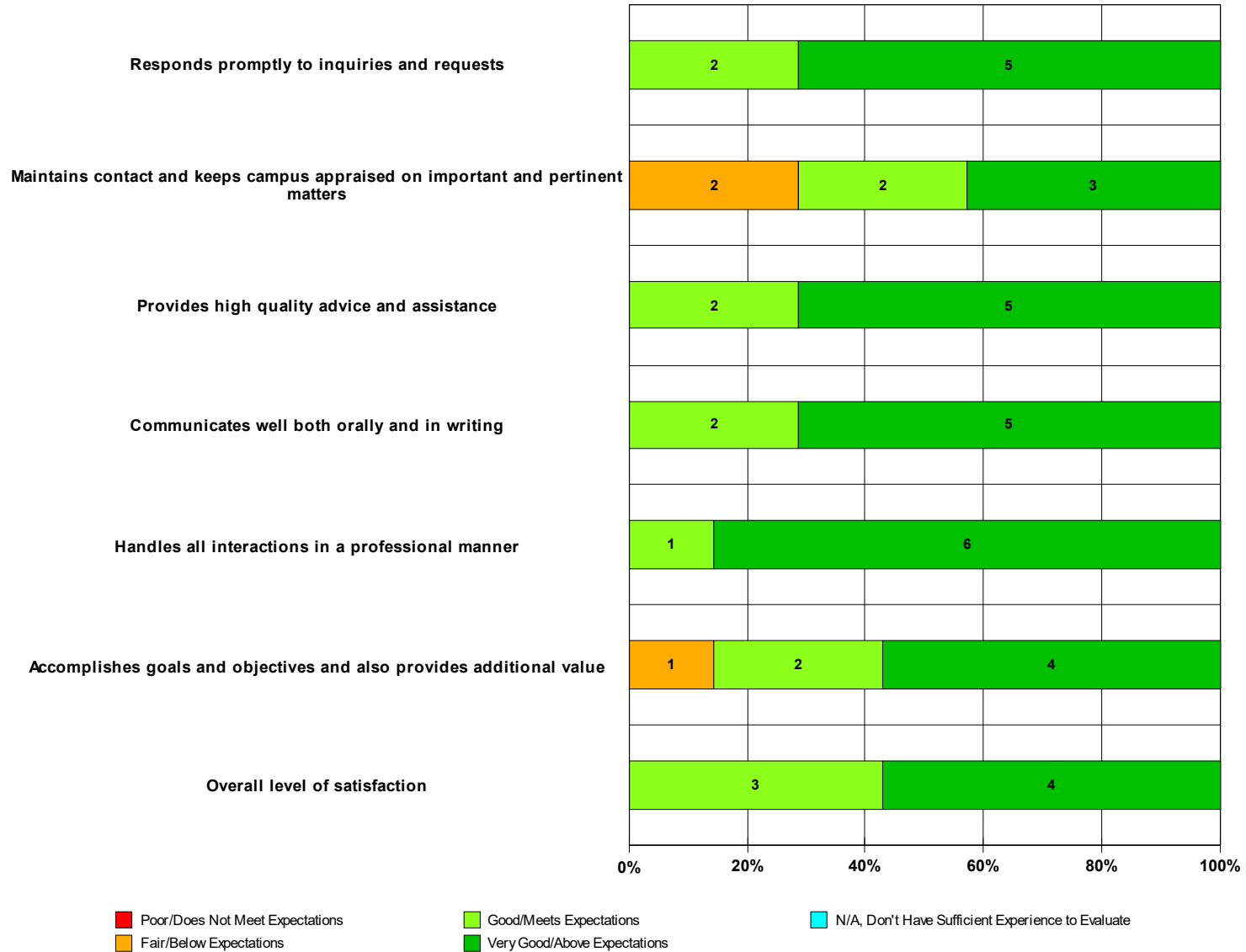
Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	49	3.59	-	3	14	32	-
Responds promptly to inquiries and requests	7	3.71	-	-	2	5	-
Maintains contact and keeps campus apprised on important and pertinent matters	7	3.14	-	2	2	3	-
Provides high quality advice and assistance	7	3.71	-	-	2	5	-
Communicates well both orally and in writing	7	3.71	-	-	2	5	-
Handles all interactions in a professional manner	7	3.86	-	-	1	6	-
Accomplishes goals and objectives and also provides additional value	7	3.43	-	1	2	4	-
Overall level of satisfaction	7	3.57	-	-	3	4	-

Q13.a to Q13.g Belfor - Property Loss Mitigation & Restoration

Analysis...: Q13.a to Q13.g
 Filter.....: All Respondents
 Options... : Transposed
 Cells.....: Counts, Respondents

Q13.a to Q13.g Belfor - Property Loss Mitigation & Restoration



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

Not always informed of what work is being completed.

Excellent business partner and good value adds (training, etc.)

The Belfor team provides great services to our campus. From the "boots on the ground" team to the office and accounting staff, we are very pleased with their level of service and commitment.

When we need Belfor, they are quick, kind and very professional.

Long time partner. They are solid.

provided CSUSM extra curricular educational opportunities

Great on response. Rebuild was slow and communication was not constant.

Q15.a to Q15.g CO Enterprise Accounting Accounting Services

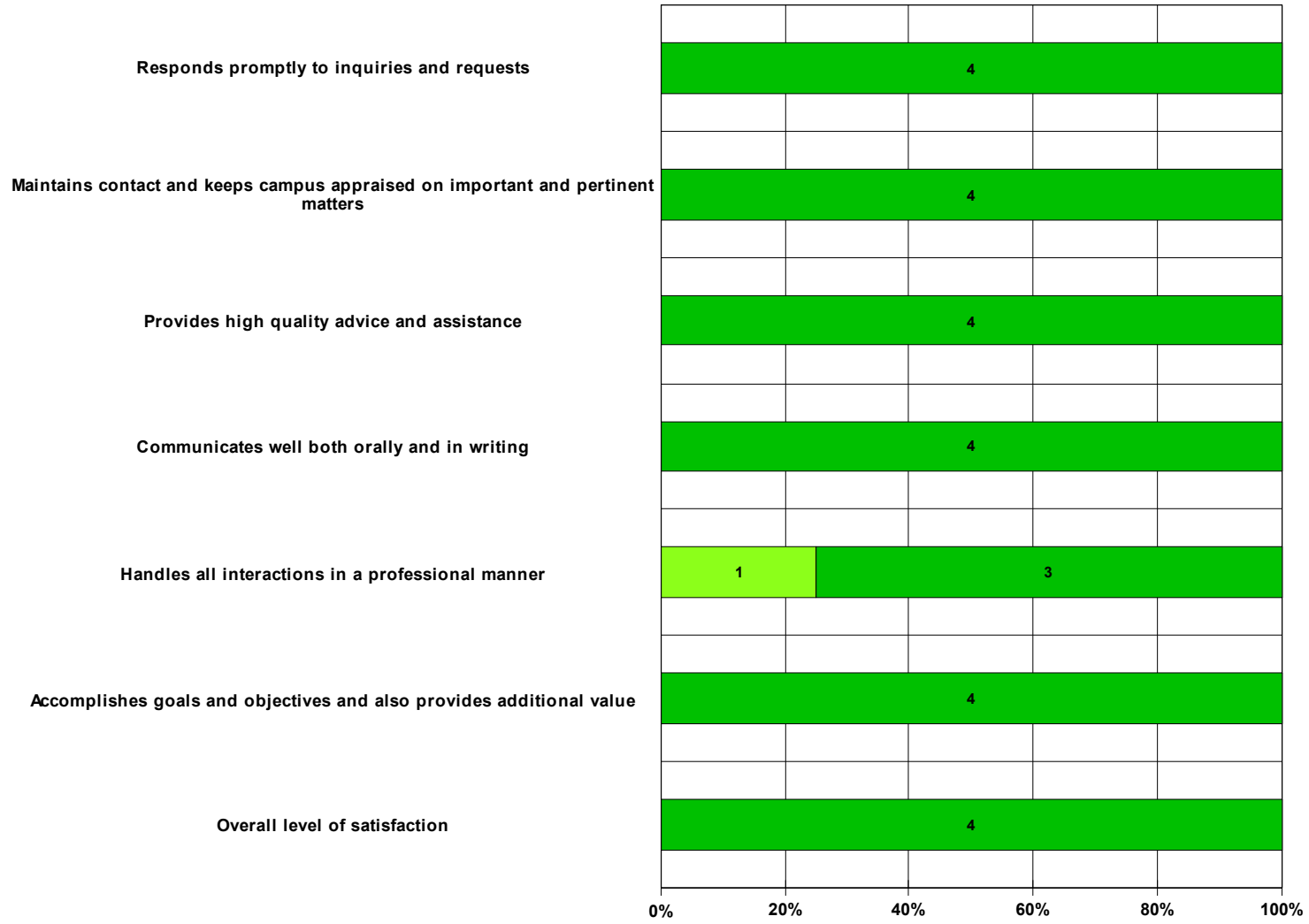
Analysis...: Q15.a to Q15.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	28	3.96	-	-	1	27	-
Responds promptly to inquiries and requests	4	4.00	-	-	-	4	-
Maintains contact and keeps campus apprised on important and pertinent matters	4	4.00	-	-	-	4	-
Provides high quality advice and assistance	4	4.00	-	-	-	4	-
Communicates well both orally and in writing	4	4.00	-	-	-	4	-
Handles all interactions in a professional manner	4	3.75	-	-	1	3	-
Accomplishes goals and objectives and also provides additional value	4	4.00	-	-	-	4	-
Overall level of satisfaction	4	4.00	-	-	-	4	-

Q15.a to Q15.g CO Enterprise Accounting Accounting Services

Analysis...: Q15.a to Q15.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q15.a to Q15.g CO Enterprise Accounting Accounting Services



■ Poor/Does Not Meet Expectations
 ■ Good/Meets Expectations
 ■ N/A, Don't Have Sufficient Experience to Evaluate
■ Fair/Below Expectations
 ■ Very Good/Above Expectations

Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

great

very helpful

The information provided by this group is always clear and concise.

The best!

Q17.a to Q17.g CO Office of Risk Management CSURMA Liability Claims Administrator

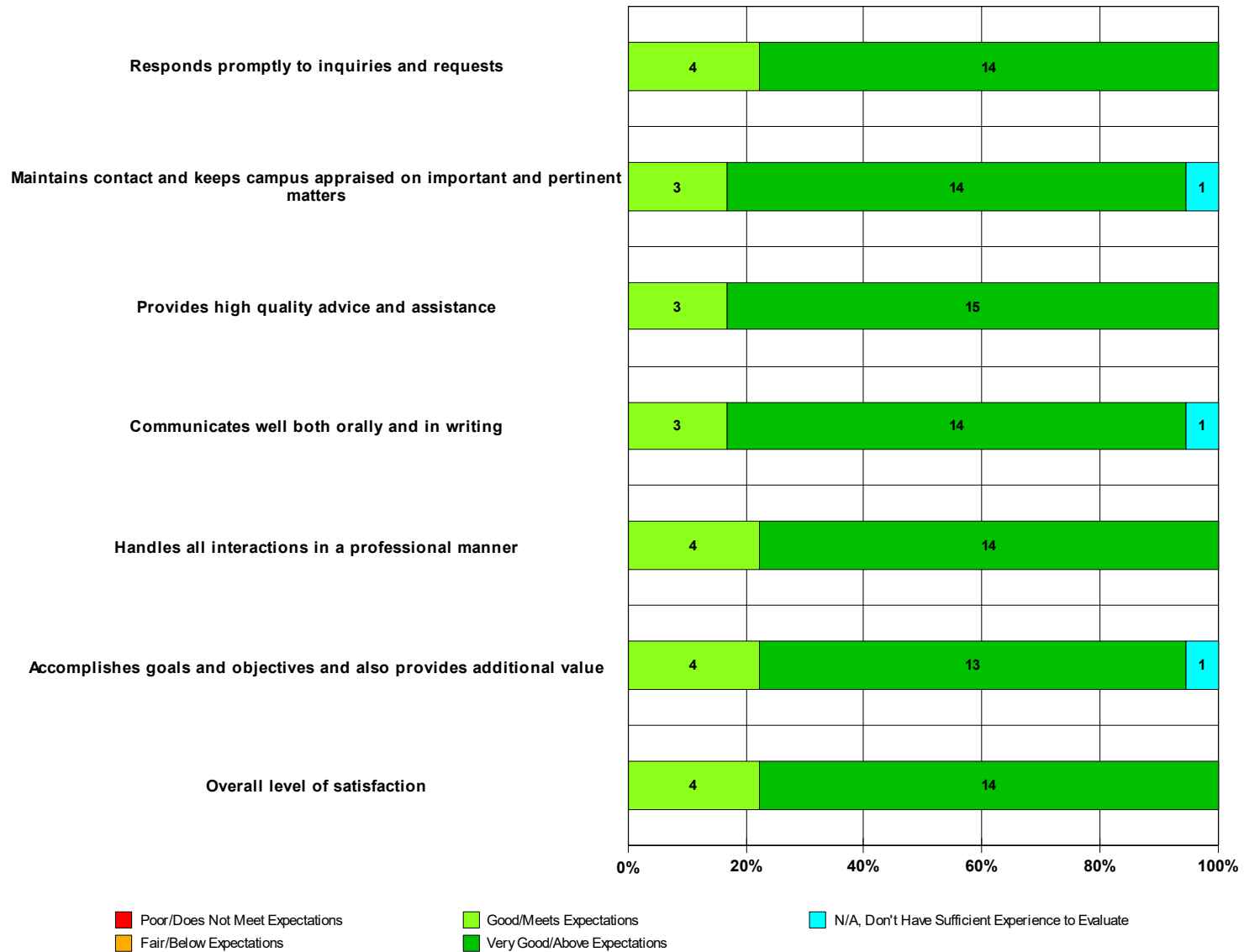
Analysis...: Q17.a to Q17.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	126	3.80	-	-	25	98	3
Responds promptly to inquiries and requests	18	3.78	-	-	4	14	-
Maintains contact and keeps campus apprised on important and pertinent matters	18	3.82	-	-	3	14	1
Provides high quality advice and assistance	18	3.83	-	-	3	15	-
Communicates well both orally and in writing	18	3.82	-	-	3	14	1
Handles all interactions in a professional manner	18	3.78	-	-	4	14	-
Accomplishes goals and objectives and also provides additional value	18	3.76	-	-	4	13	1
Overall level of satisfaction	18	3.78	-	-	4	14	-

Q17.a to Q17.g CO Office of Risk Management CSURMA Liability Claims Administrator

Analysis...: Q17.a to Q17.g
 Filter.....: All Respondents
 Options...: Transposed
 Cells.....: Counts, Respondents

Q17.a to Q17.g CO Office of Risk Management CSURMA Liability Claims Administrator



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

Not 100% clear on who this is intended to include, but Zachary, Martha and Leona do an amazing job of assisting with/handling liability claims and associated costs and also provide valuable guidance.

Have not had a lot of interaction with this department.

Experience was good

n/a

Excellent FTPT conference

great

Best crew on the planet

Doing a great job. Martha is awesome!

The Liability Claim Team is very helpful in providing information promptly when I receive a request from the VP/CFO. They are helpful in managing smaller claims and in working through the larger claims. Great work!

Martha is the best and she does a wonderful job! We could not do it without her!

Nothing additional

Martha and Zach are easy to work with, good problem solvers and communicators.

No complaints

Meet expectations

they are great people and very intelligent

n/a

No question is too small. Ready assistance is always given.

Thankfully, I didn't have any claims to really manage in 2019; however, I always have the confidence that Martha and Zach will have my campus' back and will guide me with astute advice.

Q19.a to Q19.g CO Office of Risk Management Risk Consulting

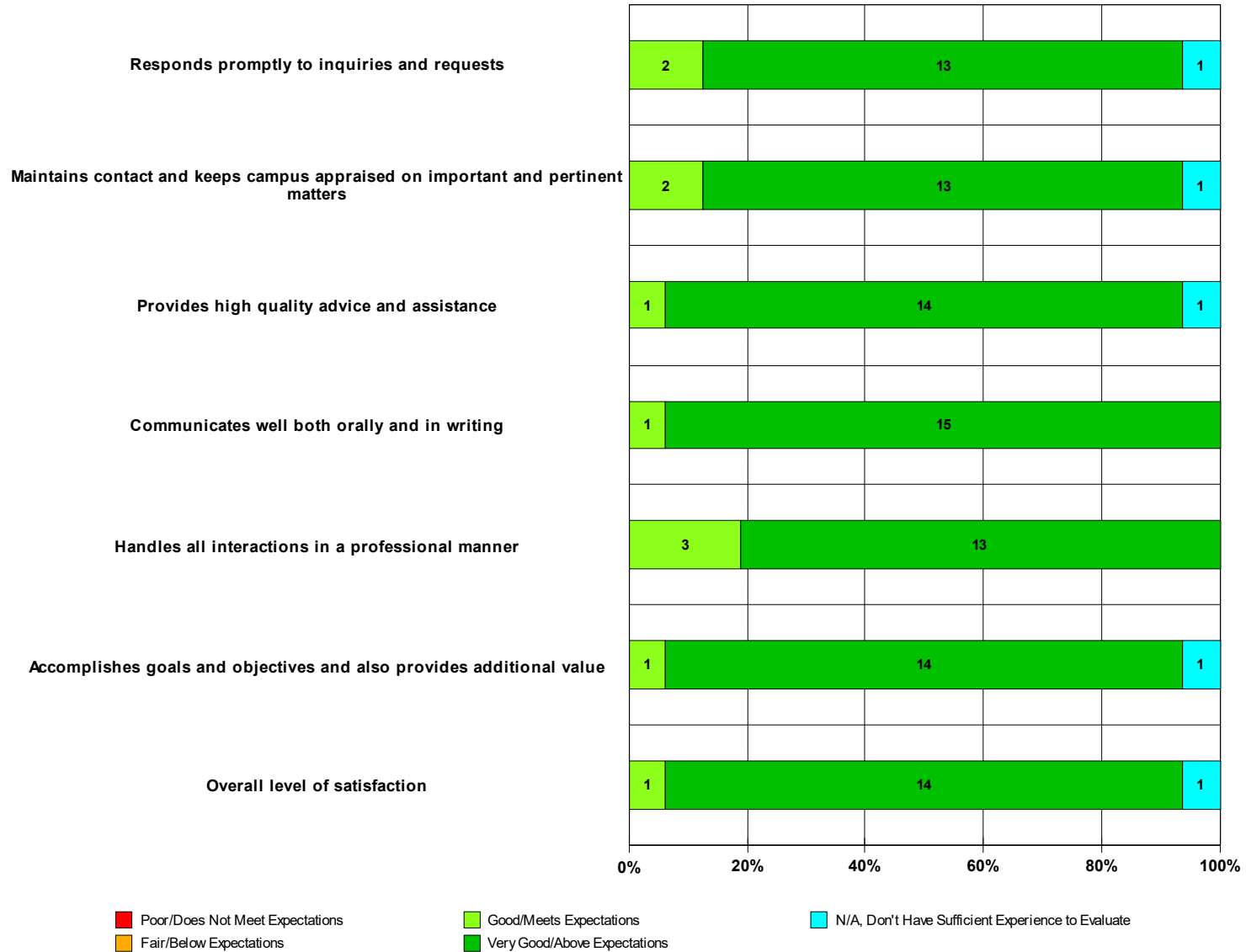
Analysis...: Q19.a to Q19.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	112	3.90	-	-	11	96	5
Responds promptly to inquiries and requests	16	3.87	-	-	2	13	1
Maintains contact and keeps campus apprised on important and pertinent matters	16	3.87	-	-	2	13	1
Provides high quality advice and assistance	16	3.93	-	-	1	14	1
Communicates well both orally and in writing	16	3.94	-	-	1	15	-
Handles all interactions in a professional manner	16	3.81	-	-	3	13	-
Accomplishes goals and objectives and also provides additional value	16	3.93	-	-	1	14	1
Overall level of satisfaction	16	3.93	-	-	1	14	1

Q19.a to Q19.g CO Office of Risk Management Risk Consulting

Analysis...: Q19.a to Q19.g
 Filter.....: All Respondents
 Options...: Transposed
 Cells.....: Counts, Respondents

Q19.a to Q19.g CO Office of Risk Management Risk Consulting



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

Zachary, Jody, and Scott are readily available to assist and are a pleasure to work with. They are responsive and provide valuable guidance if and when called upon.

My issue this last year was the forwarding of an email which was confidential in nature, with an issue that I needed assistance with. The response time and contact was excellent, including my email was an issue and got me into trouble that cost me. Lesson learned , watch what you forward , content could be damaging.

Some folks are really good at responding quickly, but some require repeated hounding to get a response. It averages out to "good" but there is a wide range.

Scott has made great progress with the EHS Affinity Group

great

None

Always very helpful.

We lean on these folks for many day to day, unusual risks that arise. It's great to have someone like Jody on the team since she has on-campus experience and knows what it's like to deal with a campus community. Zach provides great leadership which shows in the service level of his team. And he is always helpful and informed.

Zachary and team are wonderful!

Zach and staff are very supportive and help us throughout the year. It is wonderful to have such a great team at the CO that can lend us advice and consulting.

n/a

It great they added Jody and Scott. Not sure how Zach and team ran the place before these two arrived.

this office has made amazing strides and we completely appreciate the extra help and consult the EHS programs have been provided during this challenging time.

Awesome group!

This is a regular feature I need from Systemwide Risk Management. No matter where they are, someone gets back to me with some helpful guidance.

Making good progress in the EHS world. Keep it up. One suggestion might be to establish more system-wide EHS courses in CSULearn. There will be some push back, but it might make life easier in the end.

Q21.a to Q21.g Equifax Workforce Solutions (formerly TALX-UCeXpress) Unemployment Claims Administrator

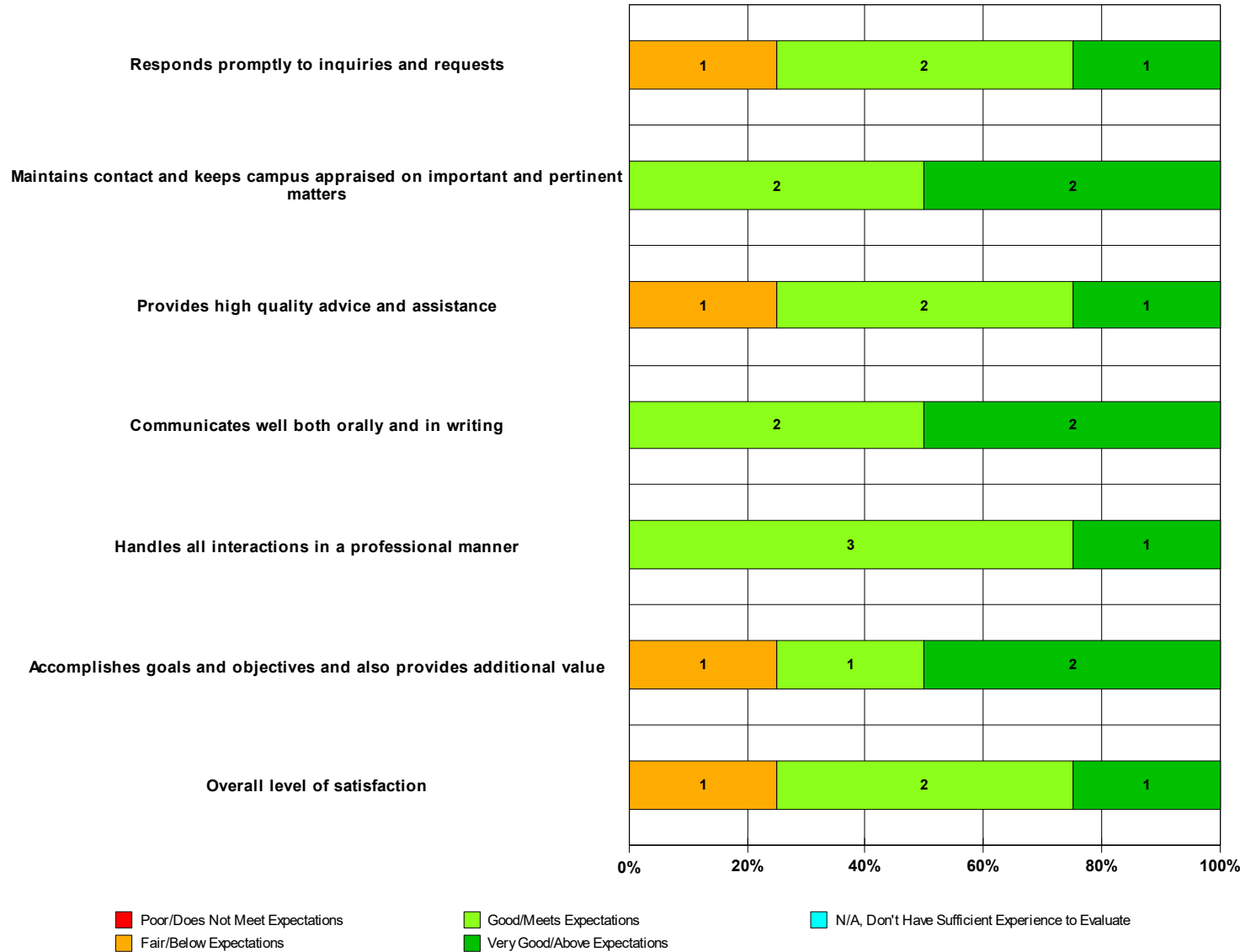
Analysis...: Q21.a to Q21.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	28	3.21	-	4	14	10	-
Responds promptly to inquiries and requests	4	3.00	-	1	2	1	-
Maintains contact and keeps campus apprised on important and pertinent matters	4	3.50	-	-	2	2	-
Provides high quality advice and assistance	4	3.00	-	1	2	1	-
Communicates well both orally and in writing	4	3.50	-	-	2	2	-
Handles all interactions in a professional manner	4	3.25	-	-	3	1	-
Accomplishes goals and objectives and also provides additional value	4	3.25	-	1	1	2	-
Overall level of satisfaction	4	3.00	-	1	2	1	-

Q21.a to Q21.g Equifax Workforce Solutions (formerly TALX-UCeXpress) Unemployment Claims Administrator

Analysis...: Q21.a to Q21.g
 Filter.....: All Respondents
 Options...: Transposed
 Cells.....: Counts, Respondents

Q21.a to Q21.g Equifax Workforce Solutions (formerly TALX-UCeXpress) Unemployment Claims Administrator



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options..: Transposed

Please use the space below to provide us with any additional comments or suggestions:

We could do better, but the electronic claims process is good. Not much communication, but we don't really have a lot of claims. I wish they could respond to the claims for us by having access to our system.

N/A

The Equifax team is very responsive.

My campus misses Rosie.

Q23.a to Q23.g Health Special Risk, Inc. - AIME Claims Administrator

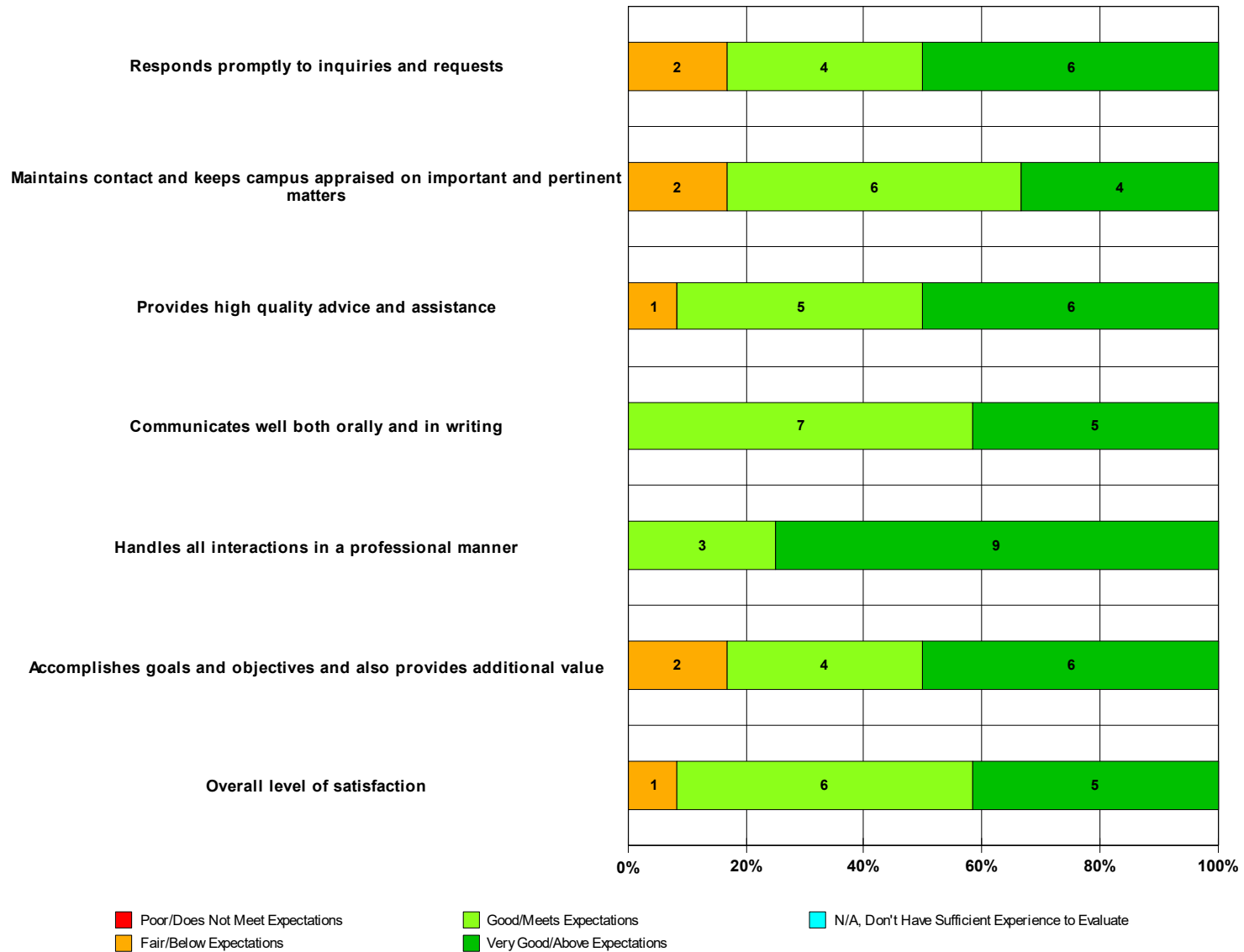
Analysis...: Q23.a to Q23.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	84	3.39	-	8	35	41	-
Responds promptly to inquiries and requests	12	3.33	-	2	4	6	-
Maintains contact and keeps campus apprised on important and pertinent matters	12	3.17	-	2	6	4	-
Provides high quality advice and assistance	12	3.42	-	1	5	6	-
Communicates well both orally and in writing	12	3.42	-	-	7	5	-
Handles all interactions in a professional manner	12	3.75	-	-	3	9	-
Accomplishes goals and objectives and also provides additional value	12	3.33	-	2	4	6	-
Overall level of satisfaction	12	3.33	-	1	6	5	-

Q23.a to Q23.g Health Special Risk, Inc. - AIME Claims Administrator

Analysis...: Q23.a to Q23.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q23.a to Q23.g Health Special Risk, Inc. - AIME Claims Administrator



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

N/A

n/a

Needs to notify schools and programs if there are changes within their systems. Such as payment options for providers.

Wish they were more helpful in finding and negotiating the provider contracts for AIME. As of now the individual campuses are responsible for doing this.

Overall positive experience working with HSR

They do a good job. I am happy with the service.

Outstanding service!

No additional comments.

Occasionally difficult to get an answer on unusual issues with claims. Personnel are very friendly and cooperative.

Overall Fair. They will quickly pay all clean claims. They offer to assist on repricing, but it doesn't work out in most cases. They are good at handling straightforward claims, but provide no above minimum help. Fair.

Patricia has been awesome in helping us.

.

Q25.a to Q25.g Praesidium, Inc. - Consultant - Minors on Campus Online self assessment training

Analysis...: Q25.a to Q25.g

Filter.....: All Respondents

Score.....: Weight WT1

Cells.....: Counts, Respondents

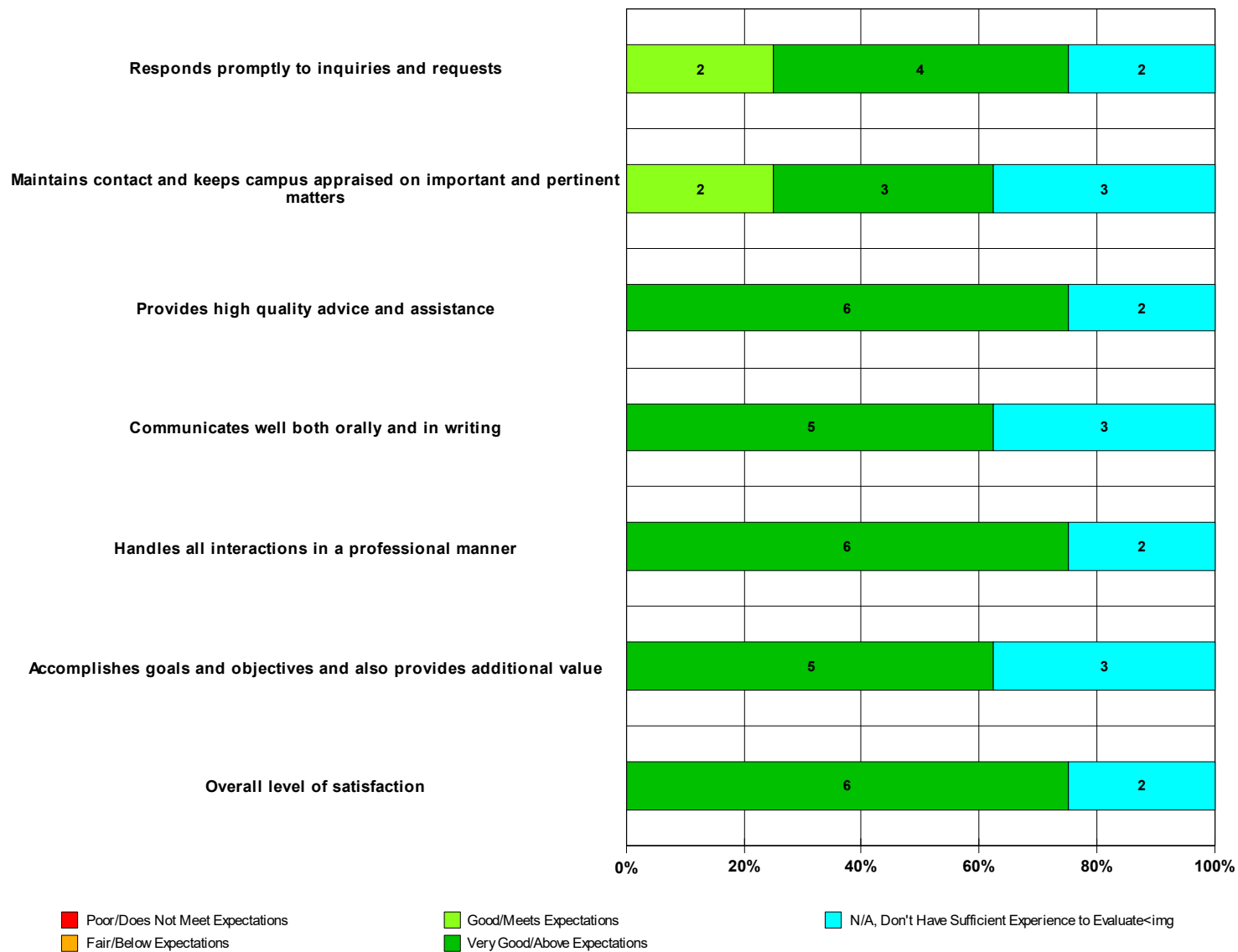
	Total	Mean	Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations
Base	56	3.90	-	-	4	35
Responds promptly to inquiries and requests	8	3.67	-	-	2	4
Maintains contact and keeps campus apprised on important and pertinent matters	8	3.60	-	-	2	3
Provides high quality advice and assistance	8	4.00	-	-	-	6
Communicates well both orally and in writing	8	4.00	-	-	-	5
Handles all interactions in a professional manner	8	4.00	-	-	-	6
Accomplishes goals and objectives and also provides additional value	8	4.00	-	-	-	5
Overall level of satisfaction	8	4.00	-	-	-	6

	Total	N/A, Don't Have Sufficient Experience to Evaluate
Base	56	17
Responds promptly to inquiries and requests	8	2
Maintains contact and keeps campus apprised on important and pertinent matters	8	3
Provides high quality advice and assistance	8	2
Communicates well both orally and in writing	8	3
Handles all interactions in a professional manner	8	2
Accomplishes goals and objectives and also provides additional value	8	3
Overall level of satisfaction	8	2

Q25.a to Q25.g Praesidium, Inc. - Consultant - Minors on Campus Online self assessment training

Analysis...: Q25.a to Q25.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q25.a to Q25.g Praesidium, Inc. - Consultant - Minors on Campus Online self assessment training



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

N/A

It has never been more important to have such a key partner. Very happy the CO (and campuses) have invested in youth protection...though more can be done.

Useful and planning on working with them this year

Good subject expertise

great people

We love Ross and Candace! They are the best and have helped us in many ways. We used the "review" service this year and are now making major improvements on our campus. Their expertise is wonderful to help campus stakeholders understand and value youth protection programming.

Overall service is excellent

Didn't select this category. Not sure why it popped up.

Q27.a to Q27.g Sedgwick CMS - CSURMA Workers' Compensation Claims Administrator

Analysis...: Q27.a to Q27.g

Filter.....: All Respondents

Score.....: Weight WT1

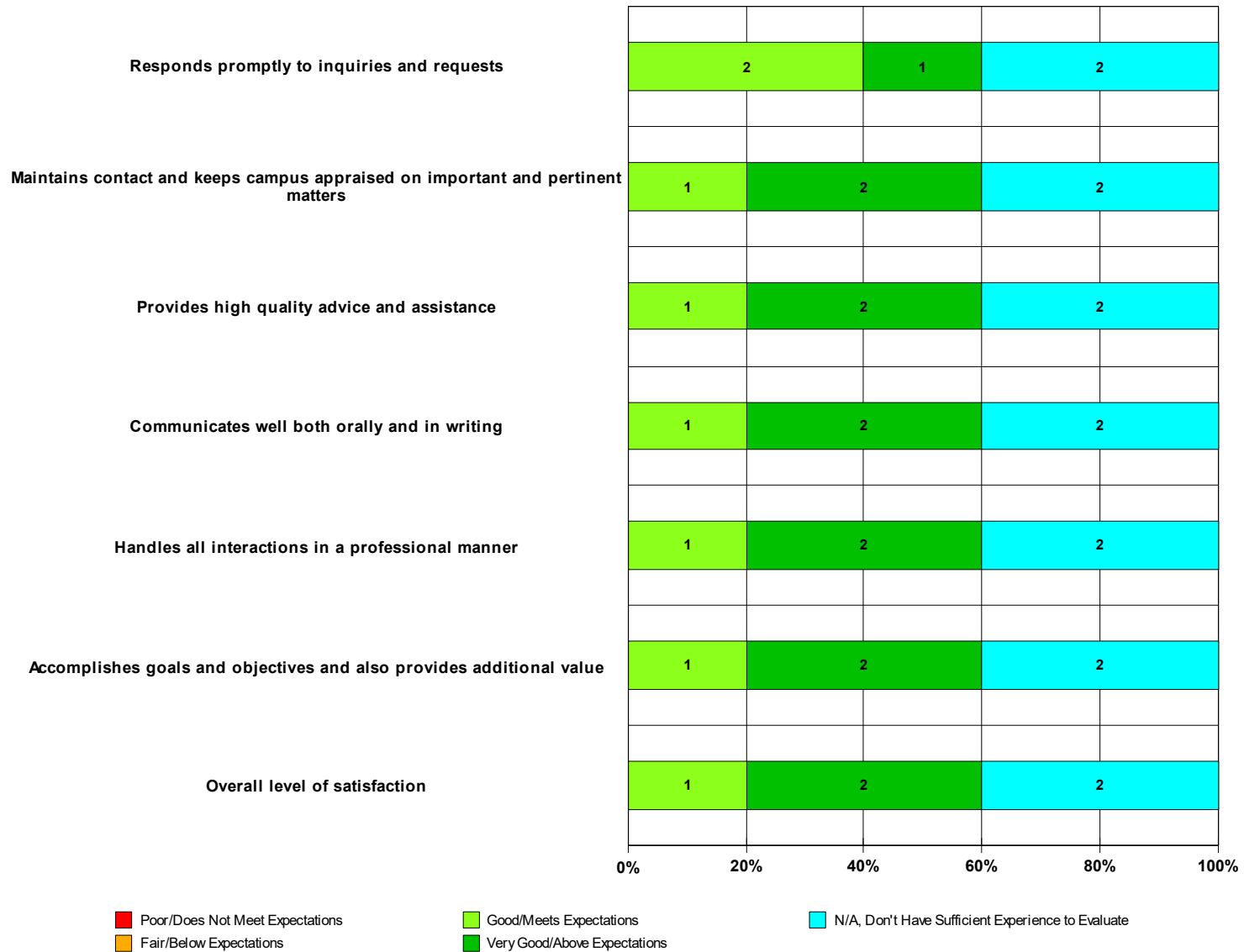
Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	35	3.62	-	-	8	13	14
Responds promptly to inquiries and requests	5	3.33	-	-	2	1	2
Maintains contact and keeps campus apprised on important and pertinent matters	5	3.67	-	-	1	2	2
Provides high quality advice and assistance	5	3.67	-	-	1	2	2
Communicates well both orally and in writing	5	3.67	-	-	1	2	2
Handles all interactions in a professional manner	5	3.67	-	-	1	2	2
Accomplishes goals and objectives and also provides additional value	5	3.67	-	-	1	2	2
Overall level of satisfaction	5	3.67	-	-	1	2	2

Q27.a to Q27.g Sedgwick CMS - CSURMA Workers' Compensation Claims Administrator

Analysis...: Q27.a to Q27.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q27.a to Q27.g Sedgwick CMS - CSURMA Workers' Compensation Claims Administrator



Please use the space below to provide us with any additional comments or suggestions:

Analysis..: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

Little to no interactions with Sedgwick.

The folks at Sedgwick are quick in responding to inquiries and always willing to go the extra mile to assist.

I don't interact with this admin

Trish, Shane and the examiners are a great asset. Very happy with the service year end and year out.

na

Q29.a to Q29.g University of California Risk and Safety Solutions (RSS)

Analysis...: Q29.a to Q29.g

Filter.....: All Respondents

Score.....: Weight WT1

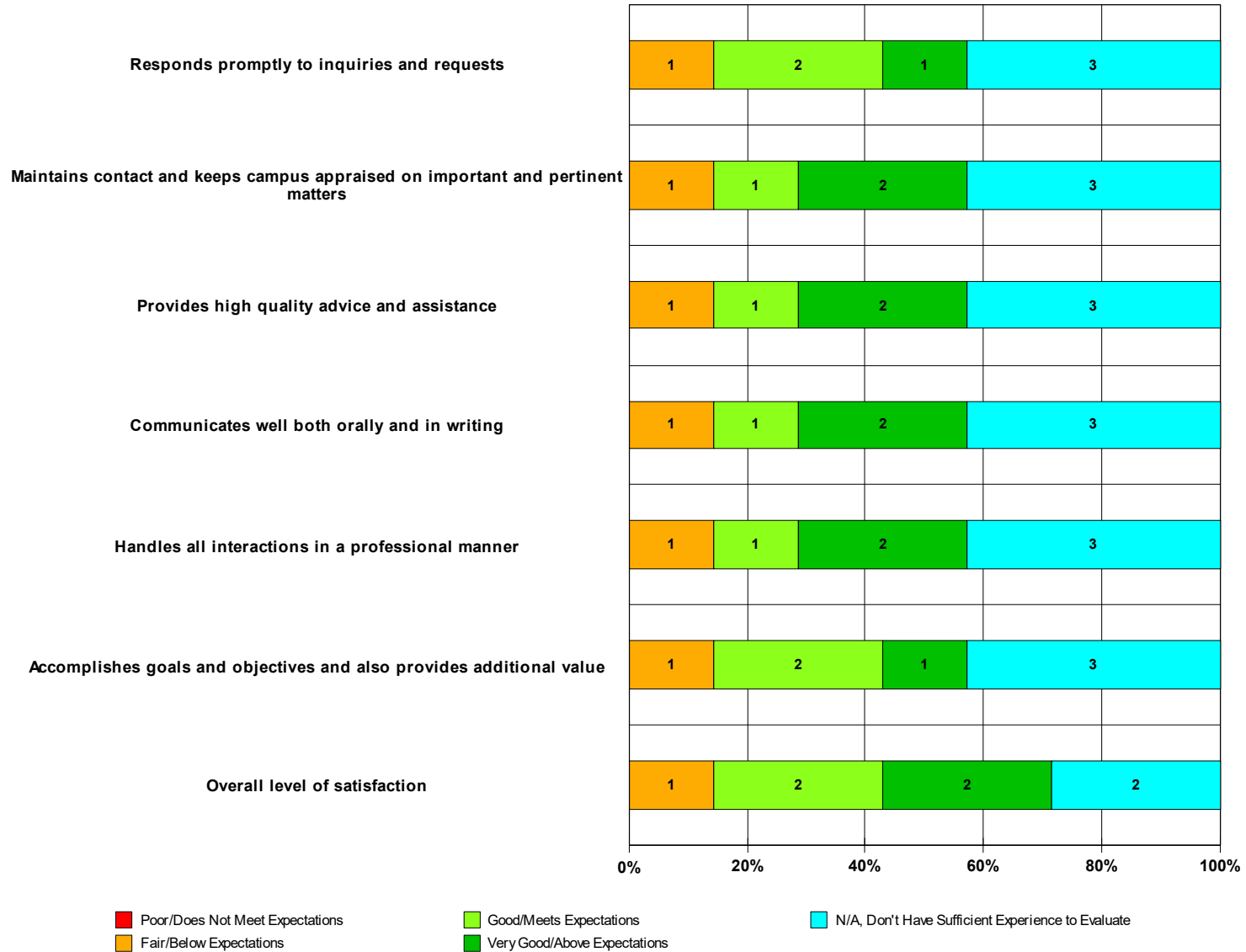
Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	49	3.17	-	7	10	12	20
Responds promptly to inquiries and requests	7	3.00	-	1	2	1	3
Maintains contact and keeps campus apprised on important and pertinent matters	7	3.25	-	1	1	2	3
Provides high quality advice and assistance	7	3.25	-	1	1	2	3
Communicates well both orally and in writing	7	3.25	-	1	1	2	3
Handles all interactions in a professional manner	7	3.25	-	1	1	2	3
Accomplishes goals and objectives and also provides additional value	7	3.00	-	1	2	1	3
Overall level of satisfaction	7	3.20	-	1	2	2	2

Q29.a to Q29.g University of California Risk and Safety Solutions (RSS)

Analysis...: Q29.a to Q29.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q29.a to Q29.g University of California Risk and Safety Solutions (RSS)



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

I do not utilize RSS.

None

I have not used RSS.

Whew....did we need this partnership. Very pleased with the overall attention, effort and collaborative nature of this partner.

The people at RSS are great... it's just that there are things about the systems that were promised high and delivered low. Often we hear, "we are working on that for the future". But, it is a very important feature that all campuses need now. They've handled the mass implementation very well, but we just need more custom features sooner than some are delivered. They try very hard.

The system is putting a lot of energy into this system, but it is not based on clear definitions. This will lead to the inability to compare campus data to each other in the end because the base assumptions are not the same. For example, there is no definition of a lab. So, we are all looking at spaces a little different. Therefore the number of expected assessments are not comparable, nor are the lab inspections themselves. It seems if we are going to do anything where we are comparing campuses, we have to be comparing apples to apples.

Q31.a to Q31.g [Ventiv/AON e-solutions \(Valley Oak Systems\) WC/Liability Claims System Software](#)

Analysis...: Q31.a to Q31.g

Filter.....: All Respondents

Score.....: Weight WT1

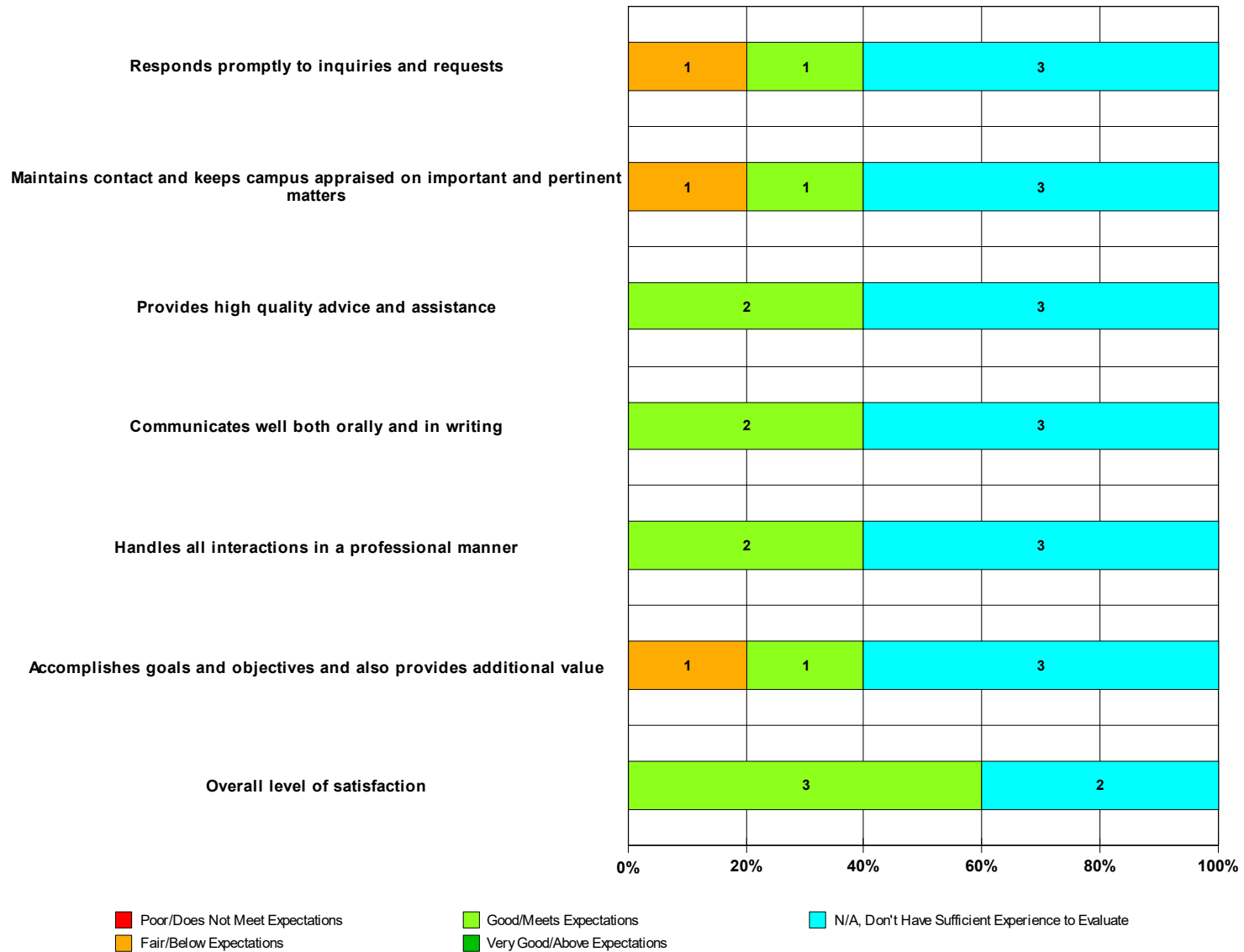
Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	35	2.80	-	3	12	-	20
Responds promptly to inquiries and requests	5	2.50	-	1	1	-	3
Maintains contact and keeps campus apprised on important and pertinent matters	5	2.50	-	1	1	-	3
Provides high quality advice and assistance	5	3.00	-	-	2	-	3
Communicates well both orally and in writing	5	3.00	-	-	2	-	3
Handles all interactions in a professional manner	5	3.00	-	-	2	-	3
Accomplishes goals and objectives and also provides additional value	5	2.50	-	1	1	-	3
Overall level of satisfaction	5	3.00	-	-	3	-	2

Q31.a to Q31.g Ventiv/AON e-solutions (Valley Oak Systems) WC/Liability Claims System Software

Analysis...: Q31.a to Q31.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q31.a to Q31.g Ventiv/AON e-solutions (Valley Oak Systems) WC/Liability Claims System Software



Please use the space below to provide us with any additional comments or suggestions:

Analysis..: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

Please use the space below to provide us with any additional comments or suggestions:

Good database but not much of a need to access it.

-

They are hit & miss on customer service.

none

Didn't select this category.

Q33.a to Q33.g Veoci (Virtual Emergency Operations Center)

Analysis...: Q33.a to Q33.g

Filter.....: All Respondents

Score.....: Weight WT1

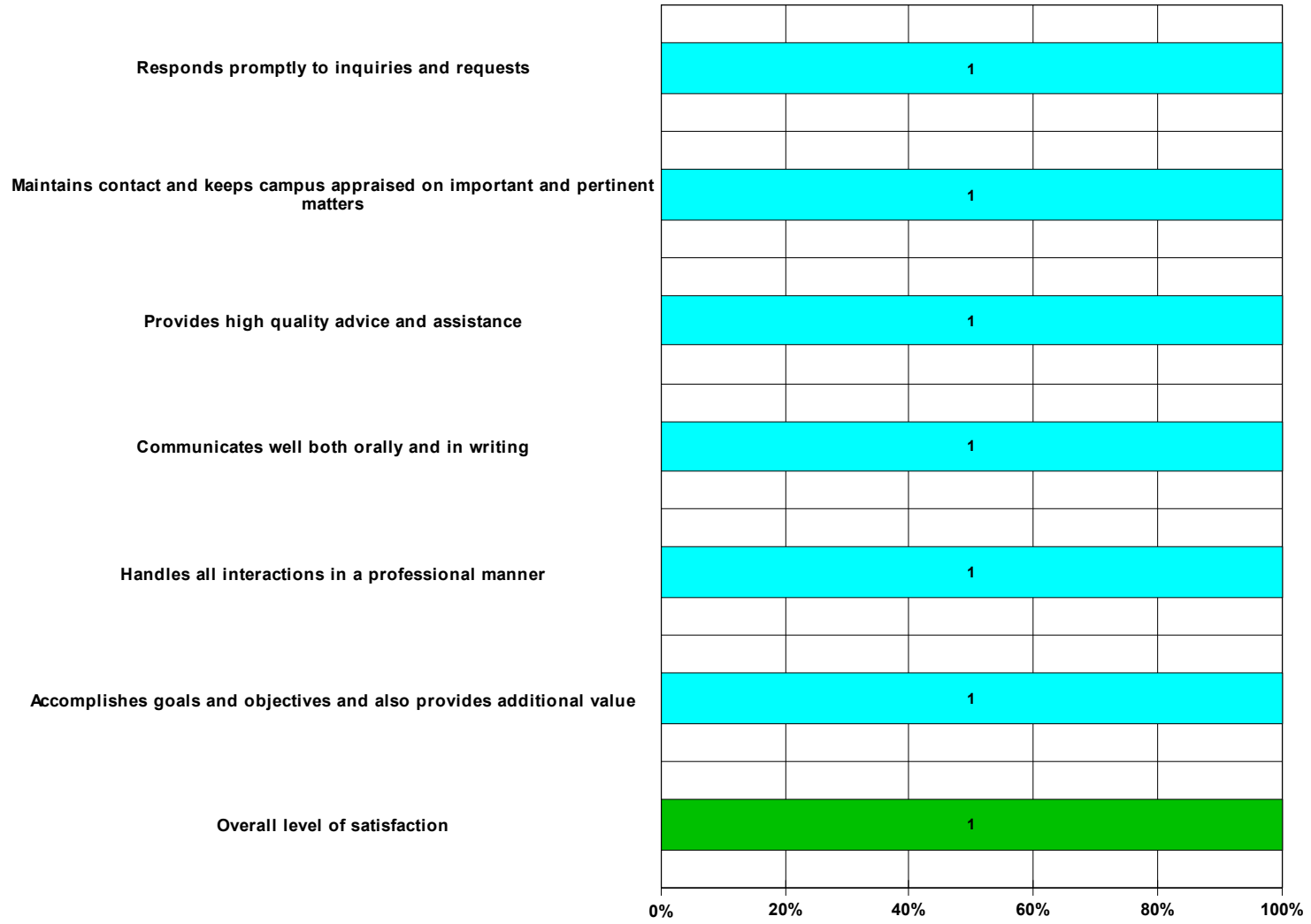
Cells.....: Counts, Respondents

	Total	Mean					N/A, Don't Have Sufficient Experience to Evaluate
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	
Base	7	4.00	-	-	-	1	6
Responds promptly to inquiries and requests	1	-	-	-	-	-	1
Maintains contact and keeps campus apprised on important and pertinent matters	1	-	-	-	-	-	1
Provides high quality advice and assistance	1	-	-	-	-	-	1
Communicates well both orally and in writing	1	-	-	-	-	-	1
Handles all interactions in a professional manner	1	-	-	-	-	-	1
Accomplishes goals and objectives and also provides additional value	1	-	-	-	-	-	1
Overall level of satisfaction	1	4.00	-	-	-	1	-

Q33.a to Q33.g Veoci (Virtual Emergency Operations Center)

Analysis...: Q33.a to Q33.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q33.a to Q33.g Veoci (Virtual Emergency Operations Center)



■ Poor/Does Not Meet Expectations
 ■ Good/Meets Expectations
 ■ N/A, Don't Have Sufficient Experience to Evaluate
■ Fair/Below Expectations
 ■ Very Good/Above Expectations

Q35.a to Q35.g Witt O'Brien's, LLC (formally Witt Group Holdings, LLC)

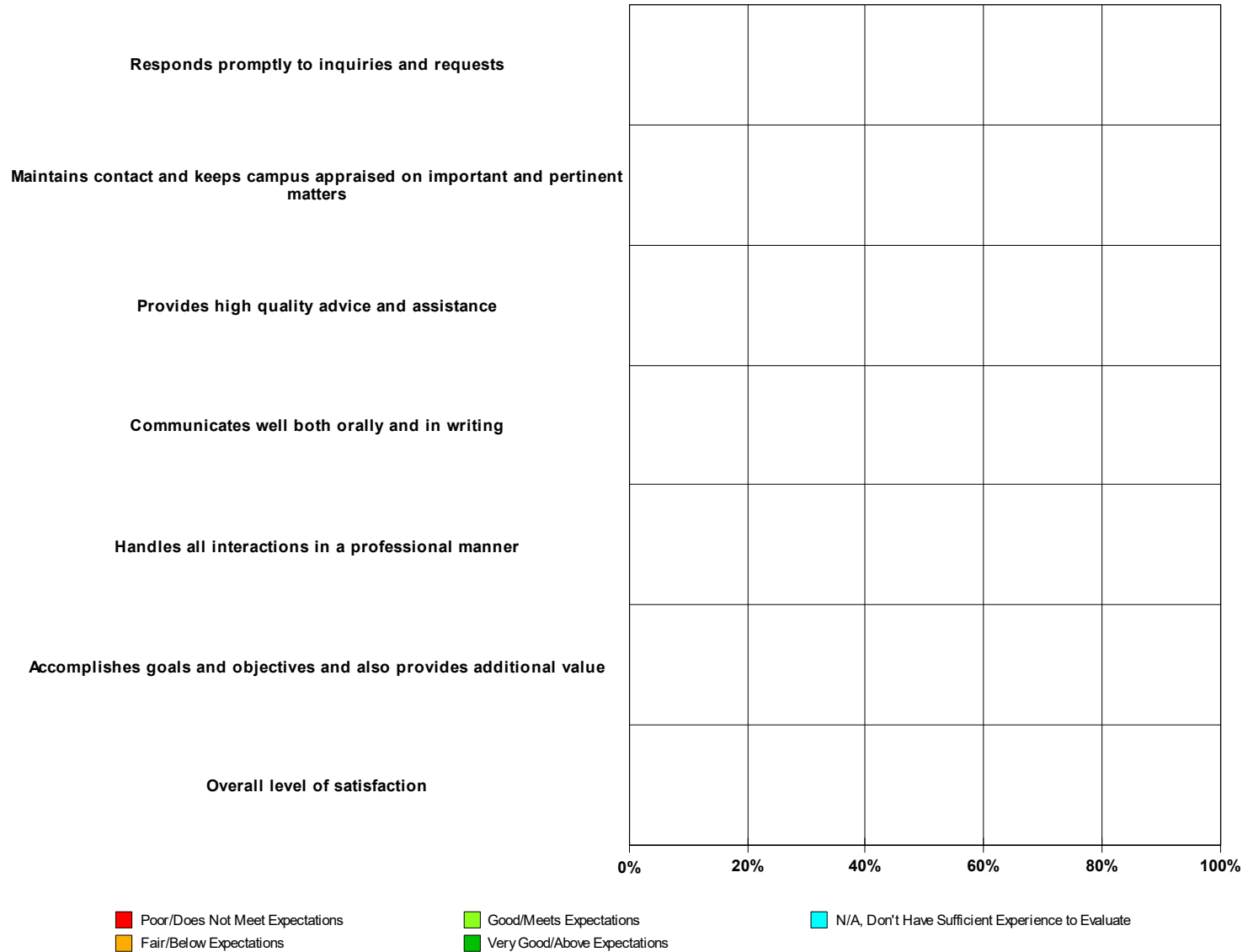
Analysis...: Q35.a to Q35.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	-	-	-	-	-	-	-
Responds promptly to inquiries and requests	-	-	-	-	-	-	-
Maintains contact and keeps campus apprised on important and pertinent matters	-	-	-	-	-	-	-
Provides high quality advice and assistance	-	-	-	-	-	-	-
Communicates well both orally and in writing	-	-	-	-	-	-	-
Handles all interactions in a professional manner	-	-	-	-	-	-	-
Accomplishes goals and objectives and also provides additional value	-	-	-	-	-	-	-
Overall level of satisfaction	-	-	-	-	-	-	-

Q35.a to Q35.g Witt O'Brien's, LLC (formally Witt Group Holdings, LLC)

Analysis...: Q35.a to Q35.g
Filter.....: All Respondents
Options.. : Transposed
Cells.....: Counts, Respondents

Q35.a to Q35.g Witt O'Brien's, LLC (formally Witt Group Holdings, LLC)



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options.. : Transposed

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Q37.a to Q37.g [Workplace Answers](#)

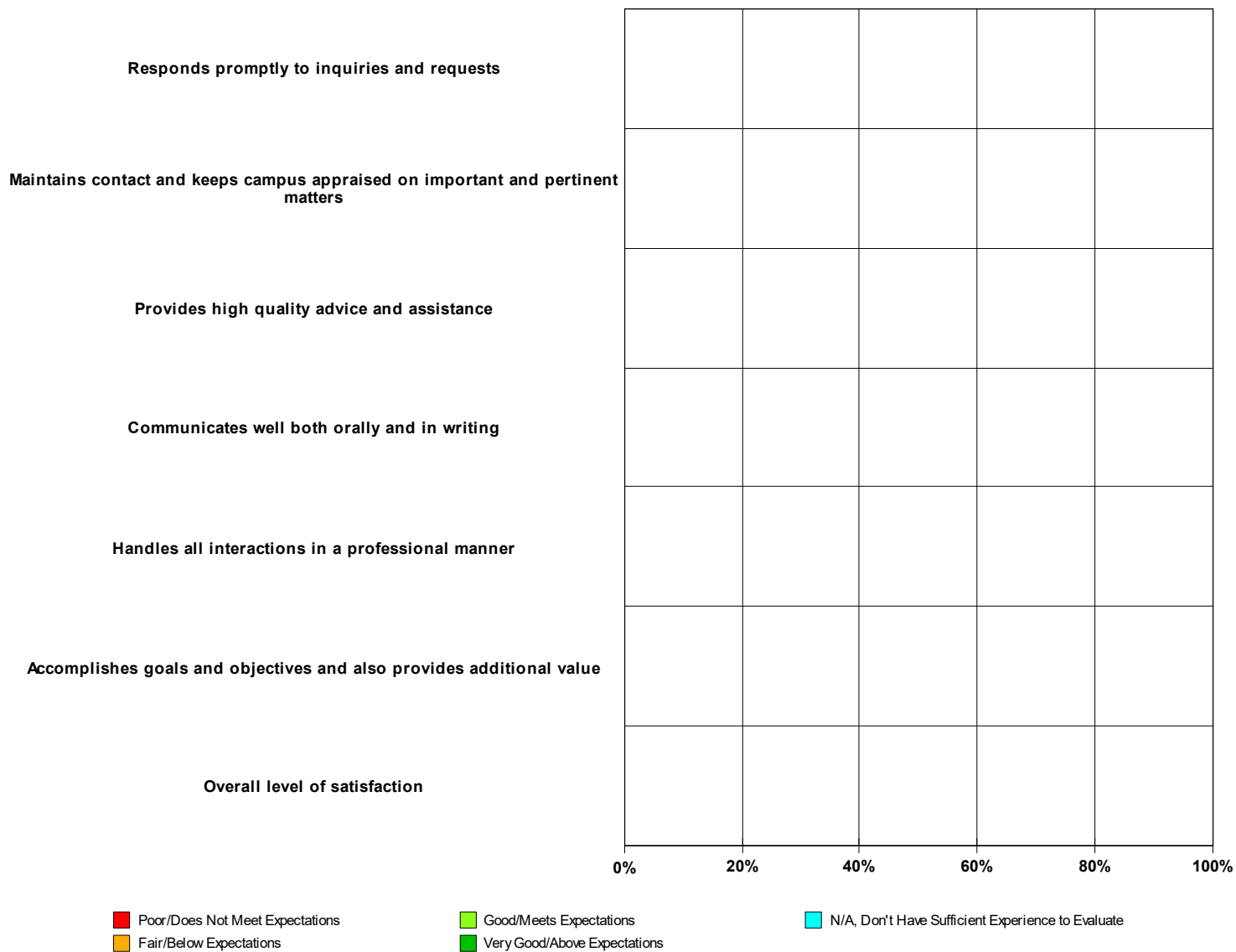
Analysis...: Q37.a to Q37.g
 Filter.....: All Respondents
 Score.....: Weight WT1
 Cells.....: Counts, Respondents

	Total	Mean					
			Poor/Does Not Meet Expectations	Fair/Below Expectations	Good/Meets Expectations	Very Good/Above Expectations	N/A, Don't Have Sufficient Experience to Evaluate
Base	-	-	-	-	-	-	-
Responds promptly to inquiries and requests	-	-	-	-	-	-	-
Maintains contact and keeps campus apprised on important and pertinent matters	-	-	-	-	-	-	-
Provides high quality advice and assistance	-	-	-	-	-	-	-
Communicates well both orally and in writing	-	-	-	-	-	-	-
Handles all interactions in a professional manner	-	-	-	-	-	-	-
Accomplishes goals and objectives and also provides additional value	-	-	-	-	-	-	-
Overall level of satisfaction	-	-	-	-	-	-	-

Q37.a to Q37.g [Workplace Answers](#)

Analysis...: Q37.a to Q37.g
 Filter.....: All Respondents
 Options.. : Transposed
 Cells.....: Counts, Respondents

Q37.a to Q37.g Workplace Answers



Please use the space below to provide us with any additional comments or suggestions:

Analysis...: Please use the space below to provide us with any additional comments or suggestions:

Filter.....: All Respondents

Options..: Transposed

!

Copy of the SNAP Professional Survey

California State University Risk Management Authority






In this survey you will have a chance to evaluate the level of service, communication, professionalism, and responsiveness of the CSURMA service providers listed below. All of your responses are confidential. Your candid responses are greatly appreciated and will help us ensure you receive excellent service. To take the survey click on the **Next** button below.

Please "select" all Vendor/Service Providers that you worked with from January 1, 2019 through December 31, 2019:

- Agility Recovery Solutions, Inc. (Agility)**
- Alliant Insurance Services** CSURMA Insurance Brokerage/Consulting
- Alliant Insurance Services** CSURMA Program Administrator
- Alliant Insurance Services** Workers' Compensation Consulting
- Alliant Insurance Services** CSURMA Property/Crime Claims Consulting
- Belfor** - Property Loss Mitigation & Restoration
- CO Enterprise Accounting** Accounting Services
- CO Office of Risk Management** CSURMA Liability Claims Administrator
- CO Office of Risk Management** Risk Consulting
- Equifax Workforce Solutions (formerly TALX-UCeXpress)** Unemployment Claims Administrator
- Health Special Risk, Inc.** - AIME Claims Administrator
- Praesidium, Inc. - Consultant** - Minors on Campus Online self assessment training
- Sedgwick CMS** - CSURMA Workers' Compensation Claims Administrator
- University of California Risk and Safety Solutions (RSS)**
- Ventiv/AON e-solutions (Valley Oak Systems)** WC/Liability Claims System Software
- Veoci** (Virtual Emergency Operations Center)
- Witt O'Brien's, LLC (formally Witt Group Holdings, LLC)**
- Workplace Answers**

Q2

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q3a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q3b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q3c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q3d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q3e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q3f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q3g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>






Please use the space below to provide us with any additional comments or suggestions:

Q4

This page refers to your interactions with **Alliant Insurance Services CSURMA Insurance Brokerage/Consulting:**

Provides broker/consulting services for CSURMA purchased insurance.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q5a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q5b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q5c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q5d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q5e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q5f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q5g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:






Q6

This page refers to your interactions with [Alliant Insurance Services - CSURMA Program](#)

Administrator:

The administrator for CSURMA/AORMA, providing services including administrative support for the CSURMA Board of Directors, CSURMA Executive Committee, AORMA committees and providing administrative services for self-funded programs.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q7a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q7b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q7c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q7d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q7e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q7f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q7g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>






Please use the space below to provide us with any additional comments or suggestions:

Q8

This page refers to your interactions with **Alliant Insurance Services Workers' Compensation Consulting:**

Provides Workers' Compensation consulting services as a liaison between campuses and the Workers Compensation TPA.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q9a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q9b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q9c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q9d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q9e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q9f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q9g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>






Please use the space below to provide us with any additional comments or suggestions:

Q10

This page refers to your interactions with **Alliant Insurance Services CSURMA Property/Crime Claims Consulting:**

Provides property and crime claims administration services for CSURMA.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q11a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q11b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q11c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q11d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q11e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q11f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q11g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>






Please use the space below to provide us with any additional comments or suggestions:

Q12

This page refers to your interactions with **Belfor - Property Loss Mitigation & Restoration:**

Provides emergency property loss mitigation and property restoration services.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.






		<i>Poor/Does Not Meet Expectations</i> 	<i>Fair/Below Expectations</i> 	<i>Good/Meets Expectations</i> 	<i>Very Good/Above Expectations</i> 	<i>N/A, Don't Have Sufficient Experience to Evaluate</i> 
Q13a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q13b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q13c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q13d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q13e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q13f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q13g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:

Q14

This page refers to your interactions with **CO Enterprise Accounting Accounting Services:**
 Provides A/P, A/R and Accounting services for CSURMA/AORMA.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q15a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q15b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q15c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q15d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q15e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q15f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q15g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>






Please use the space below to provide us with any additional comments or suggestions:

Q16

This page refers to your interactions with **CO Office of Risk Management CSURMA Liability Claims Administrator:**

Provides liability claims administration services for the campuses.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.






		<i>Poor/Does Not Meet Expectations</i> 	<i>Fair/Below Expectations</i> 	<i>Good/Meets Expectations</i> 	<i>Very Good/Above Expectations</i> 	<i>N/A, Don't Have Sufficient Experience to Evaluate</i> 
Q17a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q17b	Maintains contact and keeps campus appraised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q17c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q17d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q17e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q17f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q17g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:

Q18

This page refers to your interactions with **CO Office of Risk Management Risk Consulting** :
 Systemwide coordination and communication of risk and safety matters.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i> 	<i>Fair/Below Expectations</i> 	<i>Good/Meets Expectations</i> 	<i>Very Good/Above Expectations</i> 	<i>N/A, Don't Have Sufficient Experience to Evaluate</i> 
Q19a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q19b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q19c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q19d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q19e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q19f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q19g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>






Please use the space below to provide us with any additional comments or suggestions:

Q20

This page refers to your interactions with **Equifax Workforce Solutions (formerly TALX-UCeXpress)**
Unemployment Claims Administrator:

Provides unemployment claims administration services for the campuses.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.






		<i>Poor/Does Not Meet Expectations</i> 	<i>Fair/Below Expectations</i> 	<i>Good/Meets Expectations</i> 	<i>Very Good/Above Expectations</i> 	<i>N/A, Don't Have Sufficient Experience to Evaluate</i> 
Q21a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q21b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q21c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q21d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q21e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q21f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q21g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:

Q22

This page refers to your interactions with **Health Special Risk, Inc. - AIME Claims Administrator:**
 Provides Athletic Injury Medical Insurance (AIME) and Sports Club claims administration services.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i> 	<i>Fair/Below Expectations</i> 	<i>Good/Meets Expectations</i> 	<i>Very Good/Above Expectations</i> 	<i>N/A, Don't Have Sufficient Experience to Evaluate</i> 
Q23a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q23b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q23c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q23d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q23e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q23f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q23g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>





Please use the space below to provide us with any additional comments or suggestions:

Q24

[Provides web-based training and consulting for minors on campus.](#)

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

Provides Workers' Compensation claims administration services to the campuses.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						<i>ing</i>
Q25a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q25b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q25c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q25d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q25e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q25f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q25g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>






Please use the space below to provide us with any additional comments or suggestions:

Q26

This page refers to your interactions with [Sedgwick CMS - CSURMA Workers' Compensation Claims Administrator](#):

Provides Workers' Compensation claims administration services to the campuses.






Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i> 	<i>Fair/Below Expectations</i> 	<i>Good/Meets Expectations</i> 	<i>Very Good/Above Expectations</i> 	<i>N/A, Don't Have Sufficient Experience to Evaluate</i> 
Q27a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q27b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q27c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q27d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q27e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q27f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q27g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:

Q28

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q29a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q29b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q29c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q29d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q29e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q29f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q29g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>






Please use the space below to provide us with any additional comments or suggestions:

Q30

This page refers to your interactions with [Ventiv/AON e-solutions \(Valley Oak Systems\) WC/Liability Claims System Software:](#)

Provides claims software system and system support for both workers' compensation and liability claims systems (iVOS).

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.






		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q31a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q31b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q31c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q31d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q31e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q31f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q31g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:

Q32

This page refers to your interactions with **Veoci (Virtual Emergency Operations Center):**






Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q33a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q33b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q33c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q33d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q33e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q33f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q33g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:

Q34

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.






		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q35a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q35b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q35c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q35d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q35e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q35f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q35g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:

Q36

This page refers to your interactions with **Workplace Answers:**
 Provides Workers' Compensation claims administration services to the campuses.

Choose the answer that best describes your experience working with this service provider. If you cannot rate an item, or it is not applicable, please select N/A.

		<i>Poor/Does Not Meet Expectations</i>	<i>Fair/Below Expectations</i>	<i>Good/Meets Expectations</i>	<i>Very Good/Above Expectations</i>	<i>N/A, Don't Have Sufficient Experience to Evaluate</i>
						
Q37a	Responds promptly to inquiries and requests	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q37b	Maintains contact and keeps campus apprised on important and pertinent matters	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q37c	Provides high quality advice and assistance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q37d	Communicates well both orally and in writing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q37e	Handles all interactions in a professional manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q37f	Accomplishes goals and objectives and also provides additional value	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Q37g	Overall level of satisfaction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please use the space below to provide us with any additional comments or suggestions:

Q38

Click the **"Submit"** button below to complete this survey.

Thank you for your feedback.

CSURMA ADMINISTRATIVE SERVICE CALENDAR

ISSUE: This item is provided as an information item to advise the Board of Directors 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 Board of Directors review the CSURMA Administrative Service Calendar and provide direction to staff as appropriate.

FISCAL IMPACT: No direct fiscal impact is expected from action at today's meeting.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S):

- a. CSURMA Administrative Services Calendar

ACTION / RESPONSIBILITY	LEAD	STATUS
JANUARY 2020		
1 Review of all CSURMA Policies and Procedures (odd in odd years / even in even years)	Amy Lightner	Completed
2 Reminder for EC to Appoint the EC Nominating Committee for May BOD election	Mimi Long	Completed
3 State Filing - Statement of Facts – Roster of Public Agencies - file with Secretary of State	Tevea Him	Completed
4 State Filing - Joint Powers Authority - file with Secretary of State - As Needed	Tevea Him	Completed
5 State Filing - Financial Statement to the County Auditor and State Controller	Tevea Him	Completed
6 Treasurers' Bond	Van Rin	Completed
7 Announce the new AORMA Committee open seats on the AORMA Committee at the AOA Conference	Mimi Long	Completed
8 FORM 700 - JPA ADMIN sends Form 700 to CSURMA FILERS	Tevea Him	Completed
9 AORMA Member Budget Letter	Mimi Long	Completed
10 Workers' Compensation Scorecard - Receive report from Sedgwick and distribute at Dec 31st	Tevea Him	Completed
CSURMA AOA CONFERENCE	Mimi Long	Completed
CSURMA EC Meeting	Mimi Long	Completed
AIME Committee Meeting	Stacey Weeks	Completed
FEBRUARY 2020		
1 CSURMA Cash Flow Statement at Dec 31st (upon request)	Susan Leung	Completed
2 AORMA Liability Program - Reinsurance Recovery / EPL Deductible Recovery at Dec 31st (verify w/ Yumi)	Mimi Long	Completed
MARCH 2020		
1 Chancellor's Office Services Budget Proposals	Mimi Long	Completed
2 CSURMA Budget	Susan Leung	Completed
3 CSURMA Mid-Term Budget Amendments	Susan Leung	Completed
4 CSURMA Master Investment Policy	Mimi Long	Completed
5 Review and adoption of Applicable Integrated CSU Administrative Manual Policies	Mimi Long	Completed
6 Review and adoption of CSURMA's Data Security Policies	Mimi Long	Completed
7 CSU International Programs Funding	Mimi Long	Completed
8 Campus Liability Risk Pool claims audit (every odd year)	Mimi Long	N/A
9 AORMA Liability Program claims audit (every odd year)	Mimi Long	N/A
10 AORMA Workers' Compensation program claims administration audit (every even year)	Jacki Graf	In Process
11 Campus Workers' Compensation Risk Pool claims audit (every odd year)	Jacki Graf	N/A
12 AIME Risk Pool claims audit (every odd year)	Mimi Long	N/A
13 Campus Risk Pools Funding Status Report	Amy Lightner	Completed
14 Auxiliary Service Provider Report	Mimi Long	In Process
15 Appointment of the Campus Programs RPTG - Spring 2022 (FY 2023/2024)	Amy Lightner	N/A
16 FORM 700 - Follow up No. 3 - JPA ADMIN follows up with FILER	Tevea Him	Completed
17 Forward to the AOA EC the slate of nominees to fill the open seats on the AORMA Committee	Mimi Long	Completed
18 Completion of the Form 700 – Statement of Economic Interest	Tevea Him	pending
CSURMA EC Meeting	Mimi Long	
CSURMA EC LRP Meeting	Mimi Long	
APRIL 2020		
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	Completed
3 Workers' Compensation Scorecard - Receive report from Sedgwick and distribute	Tevea Him	In Process
MAY 2020		
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	
AIME Committee Meeting	Stacey Weeks	
CSURMA BOD NMO Meeting via Teleconference	Amy Lightner	
AORMA Committee Meeting	Mimi Long	

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 & 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	
AORMA Officers Retreat – TBD	Mimi Long	
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	
AORMA Long Range Plan meeting	Mimi Long	
AORMA New Committee Member Orientation meeting	Mimi Long	
AORMA Committee Meeting	Mimi Long	
CSURMA EC Orientation Meeting	Mimi Long	
CSURMA EC Meeting	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	
AIME Committee Meeting	Stacey Weeks	
CSURMA BOD Meeting	Mimi Long	
CSURMA EC Meeting	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	
Expiring Contract: Enterprises Rent A Car - Update Rates for the new year	Mimi Long	
Expiring Contract: UC RSS - December 31, 2020	Mimi Long	
Expiring Contract: Alliant Insurance Services (Brokerage Agreement)	Mimi Long	
Expiring Contract: Alliant Insurance Services (Brokerage Agreement OCIP)	Mimi Long	
Expiring Contract: Alliant Insurance Services (Program Admin Agreement)	Mimi Long	
AORMA Committee Meeting	Mimi Long	Completed

CSURMA BOARD OF DIRECTORS AND STAFF CONTACT LIST

ISSUE: Attached is a list of phone numbers and e-mail addresses for members of the CSURMA Board of Directors and CSURMA Staff.

RECOMMENDATION: Staff recommends that members review the list at each meeting for accuracy. If there are any changes, please contact Tevea Him via email at thim@alliant.com.

FISCAL IMPACT: None

BACKGROUND: An accurate and current list facilitates better communication among the Board members and with staff.

PUBLICATION: None.

ATTACHMENT(S):

- a. CSURMA Board of Directors and Staff Contact List

CSURMA BOARD OF DIRECTORS MEMBERS

As of April 28, 2020

Representative /Alternate	Member	Position	Campus	Organization	E-Mail	Telephone Number
Representative	Thom Davis	Vice President for Business and Administrative Services	Bakersfield	California State University, Bakersfield	tdavis31@csub.edu	661-654-2287
Alternate	Tim Ridley, CSP, ARM-P	Associate Vice President Human Resources	Bakersfield	California State University Bakersfield	tridley1@csub.edu	661-654-2066
Secretary-Auditor	Zachary Gifford	Director, Systemwide Risk Management	Chancellor's Office	California State University, Office of the Chancellor	zgifford@calstate.edu	562-951-4600
Representative / Treasurer	Robert Eaton	Assistant Vice Chancellor, Financing, Treasury, and Risk Management	Chancellor's Office	California State University, Office of the Chancellor	reaton@calstate.edu	562-951-4671
Alternate	Steve Relyea	Executive Vice Chancellor and CFO	Chancellor's Office	CSU Chancellor's Office	srelyea@calstate.edu	562-951-4600
Representative	<i>Vacant</i>		Channel Islands	California State University, Channel Islands		
Alternate	Laurie Nichols	Senior Director, Human Resources	Channel Islands	California State University, Channel Islands	laurie.nichols@csuci.edu	805-437-8425
Representative	Michael Thorpe	Risk Manager	Chico	California State University, Chico	methorpe@csuchico.edu	530-898-6588
Alternate	Ann Sherman	VP for Business & Finance	Chico	California State University, Chico	asherman@csuchico.edu	530-898-6231
Representative	Deborah Wallace	Vice President for Administration and Finance	Dominguez Hills	California State University, Dominguez Hills	dwallace@csudh.edu	310-243-3750
Alternate	Shaunce Milton	Manager, Workers Compensation/ADA	Dominguez Hills	California State University, Dominguez Hills	smilton1@csudh.edu	310-243-3707
Representative	Nyassa Love Johnson	Risk Management & Internal Control	East Bay	California State University, East Bay	nyassa.love@csueastbay.edu	510-885-2743
Alternate	Debbie Chaw	Vice President Administration & Finance/CFO	East Bay	California State University, East Bay	debbie.chaw@csueastbay.edu	510-885-3803
Representative	Debbie Adishian-Astone	Interim Vice President for Administration Services and Associate Vice President for Auxiliary Operations	Fresno	California State University, Fresno	debbiea@csufresno.edu	559-278-0802
Alternate	Lisa Kao	Associate Dir EHS, Risk Mgmt & Sustainability	Fresno	California State University, Fresno	lisak@csufresno.edu	559-278-6910
Representative	Michael Coughlin	Risk Manager	Fullerton	California State University, Fullerton	mcoughlin@fullerton.edu	657-278-8673
Alternate	John Beisner	Executive Director, Risk Management	Fullerton	California State University, Fullerton	jbeisner@fullerton.edu	657-278-4937
Representative	Kimberly Comet	Director of Risk Management & Safety	Humboldt	Humboldt State University	Kimberly.Comet@humboldt.edu	707-826-3305
Alternate	Doug Dawes	Vice President for Administrative Affairs	Humboldt	Humboldt State University	Douglas.Dawes@humboldt.edu	707-826-3351
Representative	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
Alternate	Felissa Waynick, ARM-P	Risk Manager	Long Beach	California State University, Long Beach	felissa.waynick@csulb.edu	562-985-2396
Representative	Lisa Chavez	VP, Administration/CFO	Los Angeles	California State University, Los Angeles	lchavez10@cslanet.calstatela.edu	323-343-3500
Alternate	Nidavone Niravanh	Director of Risk Management and EH&S	Los Angeles	California State University, Los Angeles	nnirava@calstatela.edu	323-343-3527
Representative	Franz Lozano	Vice President for Administration and Finance	Maritime	California Maritime Academy	flozano@csum.edu	707-654-1038
Alternate	Michael Martin	Interim Executive Director, Human Resource	Maritime	California Maritime Academy	mmartin@csum.edu	707-654-1000

CSURMA BOARD OF DIRECTORS MEMBERS

As of April 28, 2020

Representative /Alternate	Member	Position	Campus	Organization	E-Mail	Telephone Number
Representative	Kevin Saunders	Vice President Administration & Finance	Monterey	California State University, Monterey Bay	kesaunders@csumb.edu	831-582-3398
Alternate	Amy Thomas	Director for Environmental Health, Safety & Risk Management	Monterey	California State University, Monterey Bay	amythomas1@csumb.edu	831-582-4766
Representative	Edith Winterhalter	Director, Administrative Services	Northridge	California State University, Northridge	edith.t.winterhalter@csun.edu	818-677-4066
Alternate	Lisa Telles	Risk Manager	Northridge	California State University, Northridge	lisa.telles@csun.edu	818-677-2079
Representative	MaryAnn Boice-Ceja	Risk Manager	Pomona	California State Polytechnic University	maboiceceja@cpp.edu	909-869-2495
Alternate	Vacant					
Representative	Jonathan Bowman	Vice President for Administration and Chief Financial Officer	Sacramento	California State University, Sacramento	bowman@csus.edu	916-278-6312
Alternate	Gary Rosenblum	Senior Director, Risk Management Services	Sacramento	California State University, Sacramento	gary.rosenblum@csus.edu	916-278-5252
Representative	Beiwei Tu	Executive Director of Risk Management	San Bernardino	California State University, San Bernardino	Beiwei.Tu@csusb.edu	909-537-4552
Alternate	Douglas R. Freer	Vice President for Administration and Finance and Chief Financial Officer	San Bernardino	California State University, San Bernardino	dfreer@csusb.edu	909-537-5130
Representative	Agnes Wong Nikerson	Interim VP and CFO	San Diego	San Diego State University	awongnickerson@sdsu.edu	619-594-6017
Alternate	Jessica Rentto	Associate Vice President Administration	San Diego	San Diego State University	jrentto@mail.sdsu.edu	619-594-8640
Representative	Jeff Wilson	Interim Vice President of Administration and Finance, CFO	San Francisco	San Francisco State University	wilsonjd@sfsu.edu	415-338-2599
Alternate	Michael Beatty	Risk Manager	San Francisco	San Francisco State University	mbeatty@sfsu.edu	415-338-1124
Representative	Marla Perez-Guerra	Risk Management Manager	San Jose	San Jose State University	marla.perez@sjsu.edu	408-924-2159
Alternate	Charlie Faas	VP, Administration & Finance/CFO	San Jose	San Jose State University	charlie.faas@sjsu.edu	408-924-1550
Representative	Dru Zachmeyer	Director, Contracts & Procurement/Risk & Real Estate Management	San Luis Obispo	California Polytechnic State University, San Luis Obispo	dzachmey@calpoly.edu	805-756-6473
Alternate	Cindy Vizcaino Villa	Senior Vice President, Administration and Finance, CFO	San Luis Obispo	California Polytechnic State University, San Luis Obispo	cvvilla@calpoly.edu	805-756-2171
Representative	Neal Hoss	VP, Finance and Administrative Services	San Marcos	California State University, San Marcos	nhoss@csusm.edu	760-750-4950
Alternate	Erin Fullerton	Risk Manager	San Marcos	California State University, San Marcos	Efullerton@csusm.edu	760-750-4516
Representative	Tyson Hill	Interim Senior Director for Risk Management	Sonoma	Sonoma State University	tyson.hill@sonoma.edu	707-664-4039
Alternate	Joyce Lopes	Vice President for Administration & Finance / CFO	Sonoma	Sonoma State University	joyce.lopes@sonoma.edu	707-664-2310
Representative	Regan Linderman	Associate Vice President, Financial and Support Services	Stanislaus	California State University, Stanislaus	rlinderman@csustan.edu	209-667-3145
Alternate	Christene James	Vice President Business and Finance, CFO	Stanislaus	California State University, Stanislaus	cajames@csustan.edu	209-667-3077

CSURMA BOARD OF DIRECTORS MEMBERS

As of April 28, 2020

Representative /Alternate	Member	Position	Campus	Organization	E-Mail	Telephone Number
AORMA Rep	Russell Wittmeier	Human Resources Director	Chico	The CSU, Chico Research Foundation	rwittmeier@csuchico.edu	530-898-5731
AORMA Rep	Cecilia Ortiz	Director	Dominguez Hills	Loker Student Union	cortiz@csudh.edu	310-243-3854
AORMA Rep	Chuck Kissel	Executive Director	Fullerton	CSU Fullerton Auxiliary Services Corporation	ckissel@fullerton.edu	657-278-4990
AORMA/EC	Dave Nakamura	Executive Director	Humboldt	Humboldt State University Center	dave.nakamura@humboldt.edu	707-826-4878
AORMA Rep	Starr Lee	Director of Administration & Legal /Associate Executive Director	Monterey	The University Corporation at Monterey Bay	stlee@csumb.edu	831-582-3000
AORMA Rep	Bill Olmsted	Executive Director	Sacramento	University Union Operation of CSUS, Inc.	olmsted@csus.edu	916-278-2242
AORMA Rep	Trina Knight	Human Resources Director	Sacramento	University Enterprises, Inc., CSU Sacramento	trinak@csus.edu	916-278-7003
AORMA Rep	Leslie Levinson	Chief Financial Officer	San Diego	San Diego State University Research Foundation	llevinson@mail.sdsu.edu	619-594-8941
AORMA/EC	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 Rep	Bella Newberg	Associate Vice President, Business Development & Executive Director, CSUSM Corporation	San Marcos	California State University San Marcos Corporation	newberg@csusm.edu	760-750-4700

CSURMA Service Matrix and Contact List

Coverage	Contact	E-Mail Address	Office	Fax
JPA Program Administrator – Alliant Insurance Services, Inc.				
Certificate of Insurance Requests	Van Rin	vrin@alliant.com	415-403-1408	415-874-4810
	Roosh Rezaie	roosh.rezaie@alliant.com	415-855-8565	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
	Roosh Rezaie	roosh.rezaie@alliant.com	415-855-8565	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
	Roosh Rezaie	roosh.rezaie@alliant.com	415-855-8565	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

CSURMA Service Matix and Contact List

Coverage	Contact	E-Mail Address	Office	Fax
CSURMA AORMA Benefits Program				
General Inquiries	General Inquiries	aormabenefits@alliant.com		
Account Associate	Bridgette Rodriquez	Bridgette.Rodriguez@alliant.com	213-270-0146	
Account Executive	Ferencz David	Ferencz.David@alliant.com	213-270-0112	
Account Executive	Chloe Smith	chloe.smith@alliant.com	415-403-1437	
Benefits Consultant	Tom Quirk	tom.quirk@alliant.com	949-660-5952	
Benefits Consultant/Senior Vice President	Michael Menerey	mmenerey@alliant.com	213-270-0972	

Loss Control Consultants – Alliant Risk Control Consulting				
Northern California	John Owen	john.owen@alliant.com	916-643-2736	
<i>Chico, East Bay, Humboldt, Monterey, Sacramento, San Francisco, San Jose, San Luis Obispo, Sonoma, and Stanislaus</i>				
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	
<i>Bakersfield, Channel Islands, Dominguez Hills, Fresno, Los Angeles, and Northridge</i>				
Southern California	Kristina Loiselle	kloiselle@alliant.com	949-260-5042	
<i>Fullerton, Long Beach, Pomona, San Bernardino, San Diego, and San Marcos</i>				

CSU Chancellor's Office				
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	
Office of General Counsel	William Hsu	whsu@calstate.edu	562-951-4500	562-951-4956
	Robin Webb	rwebb@calstate.edu	562-951-4500	562-951-4956
Financial Services Division Systemwide Accounting & Reporting	Alice Kim	akim@calstate.edu	562-951-4627	562-951-4865
	Cindi Le	cle@calstate.edu	562-951-4651	
	Jessica Liu Tanaka	jliu@calstate.edu	562-951-4621	
	Sheralin Klinthong	sklinthong@calstate.edu	562-951-4548	
	Mary Ek	mek@calstate.edu	562-951-4540	
Systemwide Professional Development	David Kervella	dkervella@calstate.edu	562-951-4403	
	Chris Fondacaro	cfondacaro@calstate.edu	562-951-4403	