



PROGRAMS COMMITTEE MEETING “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 AORMA 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. Kurt Borsting: ASI., CSU Fullerton, 800 N. State College Blvd., Fullerton
2. Guy Dalpe: Cesar Chavez Student Center, SFSU, 1650 Holloway Avenue Room C-134, San Francisco
3. Gigi Kiama: University Corporation at CSUMB, 100 Campus Center, Bldg. 201, Seaside
4. Haleh Minakary: Cal Poly Pomona Foundation, CSU Pomona, 3801 W. Temple Ave., Bldg. 55, Pomona
5. Mark Day: Santos Manuel Student Union, CSU San Bernardino, 5500 University Parkway, San Bernardino

Meeting Date: June 5, 2014
Time: 1:00 p.m. (Teleconference)

Location: Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco, CA 94111

Legend: A – Action may be taken
I – Information Only

A. CALL TO ORDER

B. PUBLIC COMMENTS

C. GENERAL ADMINISTRATION

1. **Approval of the Agenda Order** **A p. 3**
The committee will be asked to approve today’s meeting agenda order
2. **Approval of the Meeting Minutes – May 1, 2014** **A p. 4**
The Committee will be asked to review and approve the minutes from the last Programs Committee meeting on May 1, 2014
3. **Actuarial Proposal for Additional Scope of Services for FY 15/16 Liability Program** **A p. 9**
The Committee will be asked to review and approve the scope of services and the additional costs for the FY 15/16 liability actuarial study
4. **FY 15/16 Liability Program Member Allocation Formula – ISO Rating Comparison** **A p. 18**
The Committee will review the ISO rating factors and premium for the five auxiliary organizations reviewed by the Alliant Liability Underwriter

- 5. **AORMA Liability Program Memorandum of Coverage Revisions** A p. 19
The Committee will be asked to review and recommend approval to the AORMA Committee the revisions to the Liability Memorandum of Coverage effective July 1, 2014

- 6. **New Programs Committee Members** A p. 66
The Committee will be asked to discuss candidates to join the Programs Committee effective July 1, 2014

D. INFORMATION ITEMS

- 1. **2014 CSURMA AORMA Meeting Calendar** I p. 68
- 2. **2014 CSURMA Service Calendar and Long Range Action Plan** 1 p. 71

E. ADJOURNMENT

The next meeting date will be on Thursday, June 26, 2014, at 1:00 PM via teleconference

APPROVAL OF THE AGENDA ORDER

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

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

FISCAL IMPACT: None

BACKGROUND: None

PUBLICATION: None

ATTACHMENT(S): None

APPROVAL OF MEETING MINUTES – MAY 1, 2014

ISSUE: The Committee will be asked to review and approve the draft minutes from the May 1, 2014, Programs Committee meeting.

RECOMMENDATION: Staff recommends approving the minute, with revisions as necessary.

FISCAL IMPACT: None

BACKGROUND: None

PUBLICATION: None

ATTACHMENT(S):

- a. Meeting Minutes – May 1, 2014

**MINUTES OF THE CSURMA AORMA
PROGRAMS COMMITTEE MEETING
MAY 1, 2014
TELECONFERENCE MEETING
1:00 PM**

MEMBERS PRESENT

Kurt Borsting, Associated Students, Inc. (CSU Fullerton)
 Guy Dalpe, Cesar Chavez Student Center (San Francisco State University)
 Mark Day, Santos Manuel Student Union (CSU San Bernardino)
 Gigi Kiama, University Corporation (CSU Monterey Bay)
 Haleh Minakary, The Cal Poly Pomona Foundation, Inc. (Cal Poly Pomona)

STAFF, GUESTS AND CONSULTANTS

Mimi Long, Alliant Insurance Services, Inc.
 Tevea Him, Alliant Insurance Services, Inc.

A. CALL TO ORDER

The meeting was called to order by Guy Dalpe at 1:04 PM.

B. PUBLIC COMMENTS

There were no public comments.

C. GENERAL ADMINISTRATION

C1. Approval of the Agenda Order

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

First: Gigi Kiama
Second: Mark Day

NAME	AYE	ABSTAIN	NAY	ABSENT
Kurt Borsting	X			
Guy Dalpe	X			
Gigi Kiama	X			
Haleh Minakary	X			
Mark Day	X			

MOTION CARRIED

C2. Approval of Minutes – April 3, 2014

A motion was made to approve the minutes from the April 3, 2014 meeting as describe below.

First: Mark Day
Second: Gigi Kiama

The committee asked that the following changes be made to the minutes.

“Is there value in consulting with CSU academics as we develop the allocation model. Kurt Borsting—I mentioned the insurance studies institute as CSUF and Mark Day referenced an academic center at ~~a different CSU campus~~ San Jose State University that also may be worth looking into. Mimi stated that the allocation can be reviewed by an outside consultant after the allocation formula is close to being finalized. It’s too early now as it is still in a draft format.”

NAME	AYE	ABSTAIN	NAY	ABSENT
Kurt Borsting	X			
Guy Dalpe	X			
Gigi Kiama	X			
Haleh Minakary	X			
Mark Day	X			

MOTION CARRIED

C3. Discussion and Recommendation for New Programs Committee Chair for the Term of July 1, 2014 to July 1, 2015

A motion was made to recommend that the AORMA Chair appoint Guy Dalpe as the Programs Committee Chair for the term July 1, 2014 to June 30, 2015.

First: Gigi Kiama
Second: Haley Minakary

NAME	AYE	ABSTAIN	NAY	ABSENT
Kurt Borsting	X			
Guy Dalpe		X		
Gigi Kiama	X			
Haleh Minakary	X			
Mark Day	X			

MOTION CARRIED

Because Kurt Borsting will “term out” of the Programs Committee as of June 30, 2014, the committee members were asked to make recommendations for new committee members. The following auxiliary staff members were suggested:

1. David Crandall, General Manager – Associated Students, CSU, Northridge, Inc.
2. David Quesada, Lead Building Services Coordinator – Associated Students, Inc., California State Polytechnic University, Pomona
3. Genevieve Evans Taylor, Executive Director – Associated Students of CSU Channel Islands, Inc.
4. Lynn Cacha, Aztec Student Union Director – Associated Students, San Diego State University

The committee members will make additional suggestions at the next PC meeting on June 5th.

Guy Dalpe pointed out that the Programs Committee is the official liaison to the AOA HR Committee and therefore he would like the Programs Committee to take a more active approach with its communication to the committee.

C4. FY 15/16 Liability Program Member Allocation Formula

Mimi let the committee know that the actuary reviewed the DRAFT FY 15/16 Liability Program Member Allocation Formula and felt the allocation perimeters were appropriate. They felt one allocation factor needed to be revised and offered the following comments regarding the remaining allocation factors:

Exposure Information and Pooled Layer Premium - The actuary is confident that reliable rates can be developed, based on loss experience, for the four loss exposures. The actuary also noted that they do not recommend capping the expenditures when calculating the base rate. When determining the final rates to charge each member there can instead be a graduated size provision so the larger members receive a greater discount.

Size Credit – The actuary was in agreement with the concept of a size credit. As the rates for each exposure are finalized, the size credit can be reviewed again for the appropriate size credit percentage.

Loss Rating – The actuary did believe a loss rating component should be included in the allocation, but did not like how the current credibility factor is being calculated. The actuary recommended calculating an experience modification factor for each member.

Excess Premium – The actuary was in agreement with the maximum cap on the allocation of the excess premium.

Admin Costs – The actuary was in agreement with the maximum and minimum caps within the admin cost allocation.

The actuary has proposed the Scope of Service for AORMA's FY 15/16 Liability Program Member Allocation Formula:

1. Project base rate for auto liability, employment practices liability, premises liability and "all other" liability for FY 15/16
2. Calculate experience modification factors for each auxiliary organization to be used in the allocation of losses for FY 15/16

The proposed costs for these two additional actuary reports would be an additional \$9,500 for the first year and an additional \$5,000 for the second and remaining years. Mimi let the committee know that currently AORMA pays \$3,500 for the liability actuarial study. CSU has been a client of Aon's for many years and the pricing for the actuary studies has never increased. When Aon priced this new scope of work, they based the price of current market pricing.

The committee members asked Mimi to negotiate for FY 15/16 actuarial study, total pricing of \$9,500 for all of the services, including the additional scope of services and \$5,000 total for the remaining years. The committee also wondered if the actuary could provide assistance with calculating the collars for the next few years, while the members ease into the new liability allocation.

Mimi also let the committee members know that Phil Lendaris did provide the ISO rating for the five auxiliary members; however, he didn't provide the actual rating basis and class codes so the information wasn't as meaningful because Mimi couldn't confirm that the rating basis for the ISO rating was the same as the rating basis within the revised liability allocation. Mimi will present this information at the next meeting with the entire backup for the rating calculation.

The committee stressed the importance of providing the general AORMA membership with information in advance of any changes to the liability allocation. Mimi confirmed that updates would be provided in advance of the FY 15/16 renewal should a new liability allocation formula be adopted.

D. INFORMATION ITEMS

- D.1 CSURMA AORMA 2014 Meeting Calendar**
- D.2 FY 13/14 AORMA Long Range Action Plan**
- D.3 FY 13/14 AORMA Service Calendar**

The committee reviewed the information items.

E. ADJOURNMENT

The meeting was adjourned at 2:04 PM.

**ACTUARIAL PROPOSAL FOR ADDITIONAL SCOPE OF SERVICES
FOR FY 15/16 LIABILITY PROGRAM**

ISSUE: The draft FY 15/16 Liability Program member allocation formula requires that two extra actuarial services be completed by Aon, the CSURMA actuary. The additional work will involve providing (1) four separate rates for AORMA’s auto, EPL, premises liability, and “all other” exposures, and (2) experience modification fractions for each member. The Programs Committee will be asked to review the revised scope of services and provide a recommendation so that the AORMA Committee can take action at its next meeting.

RECOMMENDATION: Staff recommends that the Programs Committee review the Aon Agreement and Proposal and recommend approval to the AORMA Committee.

FISCAL IMPACT: The current cost for the AORMA Liability Program actuarial study is \$3,500. For the FY 15/16 report, Aon’s fee would increase to \$9,500, or an additional \$6,000. For all additional years, Aon’s fee would be \$5,000, or an additional \$1,500.

Aon originally proposed the cost for the FY 15/16 report as \$13,000 (an additional \$9,500) and \$8,500 (an additional \$5,000) for all subsequent years. Staff discussed the fee with Aon and they agreed to lower their costs.

BACKGROUND: The revised scope of services for FY 15/16 AORMA Liability Program is shown below in [blue](#):

Actuarial Study (Current Cost - \$2,750)

1. **Estimate Outstanding Losses.** Estimate outstanding losses (including allocated loss adjustment expenses [ALAE]) as of June 30, 2014 and June 30, 2015.
2. **Project Ultimate Limited Losses.** Project ultimate limited losses (including ALAE) for 2014/15, 2015/16, and 2016/17 at various confidence levels (expected, 60%, 70%, and 80%) and for various retention levels (\$350,000 and \$500,000).

3. **Project Losses Paid.** Project losses paid (including ALAE) during 2014/15, 2015/16, and 2016/17.

Employment Practices Liability (EPL) Deductible Credits (*Current Cost - \$750*)

1. **Recommend Deductible Credits.** Recommend deductible credits at various deductibles (\$25,000; \$50,000; \$75,000; and \$100,000) for EPL losses.

Experience Modification Study (*Additional Cost - \$6,000 additional for the first year; \$1,500 additional for all subsequent years*)

1. **Project Base Rate.** Project base rate for auto liability, employment practices liability, premises liability, and other liability for 2015/16.
2. **Experience Modification Factors.** Calculate experience modification factors for each auxiliary organization to be used in the allocation of losses for 2015/16 amongst members.

PUBLICATION: None.

ATTACHMENT(S):

- a. Aon FY 15/16 Liability Actuarial Agreement
- b. Aon FY 15/16 Liability Actuarial Proposal



Fee Agreement

Date: May 19, 2014

Dear Ms. Long:

California State University Auxiliary Organization Risk Management Alliance (hereinafter "Client") has retained Aon Risk Consultants, Inc., doing business as Aon Global Risk Consulting ("AGRC"), to provide actuarial and/or analytical services ("Services"). This Fee Agreement ("Agreement"), including all referenced attachments, confirms the scope of services we will provide, the Client's required involvement and assistance in support of our Services, the related fee arrangements, and other terms and conditions to ensure that our professional services meet the mutually agreed upon objectives of both parties. The Services, to be provided by AGRC to Client beginning on July 1, 2014 and ending on June 30, 2016, are set forth in the "Scope of Services" section of the attached Proposal.

In consideration of the Services to be provided by AGRC to Client, AGRC shall be entitled to compensation in the amount shown in the "Professional Fees" section of the attached Proposal. These fees shall be payable to AGRC within thirty days following the completion of the Services unless otherwise set forth in "Professional Fees" section of the attached Proposal.

AGRC and Client acknowledge that the reliability of our services depends upon the accuracy and completeness of the data supplied to AGRC. Client accepts sole responsibility for errors or delays in services solely resulting from inaccurate or incomplete data supplied to AGRC, and acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by Client to AGRC.

AGRC gathers data containing information about our customers. This information may be shared among AGRC affiliated businesses. In addition to being used to provide services to AGRC customers, the information may be used for business administration, business reporting, statistical analysis, marketing of AGRC products or services and providing consulting or other services to companies for which AGRC or its affiliates may receive remuneration. AGRC takes appropriate measures to protect the privacy and confidentiality of our AGRC customers as well as to comply with applicable laws and regulations. AGRC may use or disclose information about our customers if we are required to do so by law, AGRC policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by AGRC, the personal information you provide may be transmitted, used, stored and otherwise processed outside of the country where you submitted that information. If you have questions about AGRC data processing, please contact your AGRC consultant.

Both parties further agree that AGRC and its personnel shall be released to the fullest extent permitted by applicable law from any and all claims, liabilities, costs and expenses attributable to any knowing misrepresentation by Client, its directors, its officers and/or its employees except for claims attributable solely to the negligence of AGRC. In no event shall AGRC be liable to the Client, whether in tort (including negligence), contract or otherwise for any amount, in the aggregate, in excess of three times the total fees paid by the Client under this Agreement, except to the extent fully and finally determined by a court of competent jurisdiction to have resulted from the willful misconduct or fraudulent behavior of AGRC, and neither AGRC nor Client shall be liable to the other for any consequential, indirect, lost profit, lost opportunity or similar damages relating to AGRC's services provided under this Agreement.

As AGRC and Client intend the aforementioned limitation of liability clause to be enforceable, they agree that any over breadth in the clause shall not itself render the clause void, but rather, the clause shall be interpreted and enforceable to the fullest extent permitted by the law of the applicable state.

In addition, the Client agrees to indemnify and hold AGRC, its directors, officers and employees, harmless from and against any and all claims, suits, and demands, and the liabilities, costs and expenses resulting therefrom



("Claims"), that AGRC may incur relating to the Services under this Agreement, except to the extent such Claims are fully and finally determined by a court of competent jurisdiction to have resulted from acts or omissions of AGRC in connection with such services.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expenses of both parties, the Client and AGRC agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement.

AGRC will provide the Client with a report and/or certain other tangible items specified as deliverables ("Deliverables"), set forth in the "Scope of Services" section of the attached Proposal. The Deliverables, upon full and final payment to AGRC, shall become the property of the Client, except that AGRC owns or has rights to all products, processes, concepts, know-how, techniques, software, and methodology used, and records created or maintained, (collectively "Prior Works") for the production of the Deliverables, and Client shall gain no rights in or to them. To the extent that any Prior Works are contained in the Deliverables, AGRC hereby grants the Client, upon full and final payment to AGRC, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Prior Works in connection with the Deliverables.

Services and Deliverables are for the exclusive use of Client and are not to be relied upon by third parties.

This Agreement sets forth the entire agreement among the parties and may be modified only upon written agreement.

Accepted and Agreed:

Date: _____ By: _____

Date: _____ By: _____

Aon Risk Solutions
Global Risk Consulting
Actuarial and Analytics

California State University Auxiliary Organizations Risk Management Alliance

Proposal for Actuarial Services

May 19, 2014

100 Bayview Circle, Suite 100
Newport Beach, CA 92660
tel:949.608.6330 • fax: 949.608.6475 • www.aon.com





Objective

We appreciate the opportunity to provide actuarial services to California State University Auxiliary Organizations Risk Management Alliance (AORMA). The objective of our analysis will be to estimate base rates separately for auto liability, employment practices liability, premises liability, and other liability, and to develop experience modification factors for each of the auxiliary organizations.

Scope of Services

The scope of services for this project includes the following for AORMA:

Actuarial Study

- **Estimate Outstanding Losses.** Estimate outstanding losses (including allocated loss adjustment expenses [ALAE]) as of June 30, 2014 and June 30, 2015.
- **Project Ultimate Limited Losses.** Project ultimate limited losses (including ALAE) for 2014/15, 2015/16, and 2016/17 at various confidence levels (expected, 60%, 70%, and 80%) and for various retention levels (\$350,000 and \$500,000).
- **Project Losses Paid.** Project losses paid (including ALAE) during 2014/15, 2015/16, and 2016/17.

Employment Practices Liability (EPL) Deductible Credits

- **Recommend Deductible Credits.** Recommend deductible credits at various deductibles (\$25,000; \$50,000; \$75,000; and \$100,000) for EPL losses.

Experience Modification Study

- **Project Base Rate.** Project base rate for auto liability, employment practices liability, premises liability, and other liability for 2015/16.
- **Experience Modification Factors.** Calculate experience modification factors for each auxiliary organization to be used in the allocation of losses for 2015/16 amongst members.

These actuarial services will result in the production of the following deliverables:

- The conclusions of our work will be in a written report for AORMA. The report will be designed to be easily understood by non-actuaries. It will contain a technical section with sufficient information to support all conclusions and facilitate future analysis.



Project Work Steps

To accomplish the objective, Aon proposes the following work steps:

1. Collect Data – The analysis will require historical loss and exposure data as well as a complete description of the past and present insurance programs.
2. Compile Data – The data received from all services will be compiled and reviewed for reasonableness and consistency.
3. Perform Analysis – An analysis will be done addressing the items listed above in “Scope of Services”.
4. Draft Reports – The reports for AORMA will be written clearly and concisely presenting our conclusions.
5. Peer Review – A professional peer review of the draft reports for AORMA will be performed by another qualified professional.
6. Distribute Draft Reports – The draft reports for AORMA will be distributed and discussed with AORMA. Any necessary edits agreed to by the Aon team and AORMA team will be incorporated into the reports.
7. Distribute Final Reports – The reports for AORMA will be finalized with signatures affixed.

Project Team

Aon maintains a group of highly skilled and experienced professionals in the actuarial and analytical field. All project team members are available to answer questions and provide an industry perspective to the project.

Project Manager

Mujtaba Dato, ACAS, MAAA, FCA. Mr. Dato is the Actuarial Practice Leader for the public entity group of the actuarial and analytics practice. He is an Associate of the Casualty Actuarial Society, a member of the American Academy of Actuaries, and a Fellow of the Conference of Consulting Actuaries.



Required Data

Based on our current understanding of the project, we anticipate that the following items would be needed to complete the project:

- Individual claim data (paid and incurred loss amounts) for all accident years and for all lines of business as of a current evaluation date. The data should include the coverage and if the claim is related to continuing or discontinued business.
- Current and historical exposure information.

Deliverables

Our reports for AORMA will include the following information:

Background - Relevant details concerning the history and retention levels.

Data Sources – Our reports for AORMA will be based upon the loss data and exposure data provided by AORMA. Individual claims requiring special treatment in the analysis will be cited, including an explanation of how we treated the claims. If industry data is used to supplement our analysis, a description of the data source will be provided and we will explain how we incorporated the industry data into the analysis.

Methods Used - Descriptions of the various methods used in the analysis will be provided. We will also explain the considerations associated with selecting the methods as well as the underlying assumptions.

Exhibits - The exhibits will show the details of our analysis and support the conclusions stated in the Executive Summary.

Our reports are practical, useful documents, frequently referred to by our clients over interim months, until they are updated by ensuing reports.



Professional Fees

Our cost for the outlined scope of services will be a fixed fee of \$9,500 for the first year, which is more involved due to the cost of projecting base rates and developing the experience modification factors. The fees for updating the actuarial study, EPL deductible credits, and base rates and experience modification factors in subsequent years will be \$5,000.

The scope of this proposal is limited to the actuarial services outlined in “Scope of Services”.

It is important to note that our proposed fees are contingent upon the fact that all data provided is complete and submitted in usable electronic format. By way of this contract, AORMA agrees to pay AGRC for reasonable additional costs incurred if the scope of services changes due to unusual and unforeseen data problems caused by AORMA.

Timetable

We anticipate the draft reports for AORMA will be completed within 4 weeks of receiving all data.

Acceptance

If the project terms, work steps, and fee are acceptable, please sign two copies of the enclosed Fee Agreement, retain one copy for your files, and return one signed copy.

**FY 15/16 LIABILITY PROGRAM MEMBER ALLOCATION FORMULA
ISO RATING COMPARISON**

ISSUE: The AORMA Liability Underwriter has re-rated five members in the liability program using the member's current exposures and the current ISO rates. The committee will review the ISO premium against the estimated FY 15/16 premium and the actual FY 14/15 premium.

RECOMMENDATION: This item is for information only; however, the committee may direct Staff to make modifications to the draft FY 15/16 liability program member allocation formula based on the results of this comparison.

FISCAL IMPACT: None

BACKGROUND: None

PUBLICATION: None

ATTACHMENT(S):

- a. Comparison – ISO Rating vs. Revised Liability Allocation Formula (included as a separate Excel document)
- b. Liability Allocation FY 15/16 – Draft C (included as a separate Excel document)

AORMA LIABILITY PROGRAM MEMORANDUM OF COVERAGE REVISIONS

ISSUE: Several revisions have been made to the FY 14/15 AORMA Liability Program memorandum of coverage. The Programs Committee will be asked to review these changes and provide a recommendation so that the AORMA Committee can take action at its next meeting.

RECOMMENDATION: Staff recommends that the Programs Committee review the FY 14/15 AORMA Liability Program memorandum of coverage and recommend approval to the AORMA Committee with modification as appropriate.

FISCAL IMPACT: None.

BACKGROUND: The following changes were made to the memorandum of coverage:

Non-Employment Harassment

The following was added to the **Limitations upon CSURMA AORMA's Liability** section within the MOC:

“Bodily injury or personal injury damages resulting from non-employment harassment will be deemed to have occurred at the time of the initial non-employment harassment and all such bodily injury or personal injury will be deemed to be a single occurrence whether committed by the same perpetrator of two or more perpetrators acting in concert and without regard to the number of (1) incidents of non-employment harassment taking place thereafter, (2) victims of non-employment harassment, or (3) locations where the non-employment harassment took place. Only the Memorandum of Coverage in effect during which such non-employment harassment first occurred will apply to such single occurrence of non-employment harassment. Coverage does not apply to any covered party who is found by a court of law to have committed a criminal act of non-employment harassment.”

The policy section does three things:

1. It establishes the “occurrence” date for the non-employment harassment as the date of the first or initial contact. It is important that the MOC establishes an occurrence date as the offenses can often occur over more than one policy period.
2. It establishes that all actions by the same perpetrator or multiple perpetrators working together will be deemed to be one occurrence; therefore, only one \$350,000 self-insured retention applies. This benefits AORMA as only one \$350,000 self-insured retention will apply to the occurrence as opposed to each action by the perpetrator(s) being considered separate occurrences and therefore resulting in multiple SIR’s being paid from the AORMA pooled layer.
3. It establishes that all actions by the same perpetrator or multiple perpetrators working together will be deemed to be one occurrence. This limits the coverage available for the actions of the perpetrator(s) to one limit. Because CSURMA AORMA has a liability program with total limits of \$200MM, this is not a concern.

The following definition of Non-Employment Harassment has been added to the Definitions section of the MOC:

***Non-employment harassment** means actual or alleged unwelcome or offensive;*

- a. Physical conduct, including sexual molestation; or*
- b. Verbal or written conduct or conduct using visual images, including such conduct by electronic means,*

*against anyone other than a present or former employee of, or an applicant for employment with, the **Member** and shall include any actual or alleged breach of duty by a **covered party** causing, contribution or leading to such **non-employment harassment**.*

The definition does not include offenses against present, former or prospective employees because they are specifically listed under the definition of unfair employment practices.

Coverage for Unmanned Aerial Vehicles (UAV)

The following amendment was made to the Aircraft Exclusion within the MOC in order to add back coverage for unmanned aerial vehicles:

*To any liability for **damages** arising out of the ownership, maintenance, loading or unloading, use or operation of any aircraft capable of flight, airfields, runways, hangers, buildings or other property in connection with aviation activities. This exclusion does not apply to static aircraft, or to an **unmanned aerial vehicle**. ~~property damage to (1) property owned by the **Member**, or (2) aircraft in the care, custody, or control of the **Member**, including aircraft over which the **Member** is exercising physical control.~~*

The term UAV was deleted from the definition of aircraft. Aircraft liability is excluded within the MOC; therefore, by deleting UAV from the definition of aircraft, coverage is not automatically excluded for UAVs.

The following was added to the definitions section of the MOC:

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 and weighing no more than 100 lbs. maximum take-off weight for the purpose of aerial surveillance.

100 lbs. was used in the definition because this is the FAA's standard weight for non-commercial use.

Exclusion of Cyber Liability

The following exclusion was added to the MOC:

Cyber Liability

“Damages, or loss, costs or expenses because of bodily injury, personal injury, property damage or errors and omissions arising directly or indirectly out of:

- 1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or*
- 2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.*

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by any covered party or others arising out of that which is described in Paragraphs 1 and 2 above.”

This exclusion is for clarification only. The CSURMA AORMA Liability Program does not provide cyber liability coverage. CSURMA AORMA has a \$5,000,000 cyber liability coverage program. The first \$2,000,000 in coverage is provided within the property program and the excess \$3,000,000 is purchased through London.

Medical Malpractice

The medical malpractice exclusion was modified as follows:

*“Liability arising out of the operation of any hospital, clinic, or health care facility, owned or operated by any **Member** including individuals providing professional medical services (Professional Medical Services include anyone engaged in the practice of medicine and whose operations are not exempted elsewhere in this exclusion). This includes, but is not limited to:*

- 1. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing services or treatment, or the furnishing of food or beverages in connection therewith;*
 - b. Any service or treatment related to physical or mental health or of a professional nature; or*
 - c. Any cosmetic or tonsorial service or treatment.**
- 2. The furnishing of or dispensing of drugs or medical, dental or surgical supplies or appliances.*
- ~~*3. Experiments performed on human beings, clinical trials and/or medical trials.*~~

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

- 1. Ambulance operations, occupational physical examinations, student nursing programs, other student medical training programs, infirmaries, non-clinic nursing services or services of the **Member’s employees** who are nurses, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, or physical therapists;*
- 2. **Unfair employment practices** liability;*
- 3. First Aid to any person;*
- 4. Any medical services clinic that does not perform invasive surgery of any kind; or*
- 5. Operations performed by coroners.”*

Genesis added the exclusion for “experiments performed on human beings, clinical trials and/or medical trials”. Staff was able to add back the exclusion exceptions 1 through 5 above; however, effective July 1, 2014, Staff is requesting that Genesis remove the “experiments performed on human beings, clinical trials and/or medical trials” wording completely.

Exclusion of Fines and Penalties, et al.

The following wording has been added to the definition of Damages:

“Damages shall not include fines, penalties, sanctions, taxes or fees assessed against any covered party.”

The AORMA Liability Program agrees to pay on behalf of any Covered Party those sums for ultimate net loss which the Covered Party shall become obligated to pay as **damages**, by reason of liability imposed by law, because of bodily injury, property damage, errors and omissions, unfair employment practices liability, and personal injury, to which this Memorandum applies, caused by an occurrence.

The AORMA Liability Program is designed to cover tort liability caused by the insured, not civil or statutory fines and penalties. Fines and penalties are generally not considered to be **damages** because they arise (1) out of illegal or grossly negligent conduct, or (2) from the refusal to comply with a statutory directive. Covering fines and penalties would therefore be contrary to public policy. Also, the imposition of a statutory fine, rather than a claim for monetary compensation, does not seek compensation for damages to a third-party.

The MOC does not specifically exclude fines and penalty, but the MOC was never intended to cover fines and penalties. This additional MOC wording simply clarifies that fines and penalties are not considered damages and therefore are not covered.

Domestic Hired Automobile Physical Damage Endorsement

The AORMA Liability Program includes physical damage to hired autos, subject to a \$1,000 deductible and the terms of the endorsement. In most cases, the AORMA contract with Enterprise Rent-A-Car provides automatic physical damage coverage to hired vehicles; however, this endorsement was added to fill in those gaps in coverage when the collision damage waiver is not offered with the auto rental.

The exclusion section within the Domestic Hired Automobile Physical Damage endorsement has been modified as follows:

“CSURMA AORMA will not pay for loss to any expensive, exotic or ~~and~~ antique automobiles; 15- passenger vans; ~~vehicles that have an open cargo bed;~~ ~~semi-trailer~~ trucks; motorcycles, mopeds, or ~~and~~ motorbikes. ~~limousines; and recreational vehicles.~~ An 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. ~~Excluded are:~~ Examples of excluded expensive or exotic automobiles include but are not limited to those manufactured by Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maaserati, Porsche and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac and Lincoln are covered.”

Occasionally, an AORMA member will rent a limousine or recreational vehicle. Enterprise will not provide physical damage coverage for these vehicles. In response, these two types of vehicles have been removed for the excluded auto section.

For the committee’s interest only, is a brief summary of cyber liability. Cyber liability coverage applies to data breaches of all types – both electronic and non-electronic. Many cyber claims are for lost paper records. Many losses occur outside of the insured’s organization, such as when records are in transit of vendors.

Cyber insurance can include several types of coverage focused on data breaches, including the following:

1. *First-party (property) insurance* – covers loss to data from computer system disruption and includes virus or hacker attacks, restoration costs, resulting business interruption, and several crime coverages, such as cyber extortion, computer fraud, and funds transfer fraud.
2. *Third-party liability insurance* – this encompasses judgments or settlements and defense costs arising out of litigation due to a data breach. Lawsuits which allege that a data holder breached its duty to properly protect the private information are becoming more common. Cyber loss exposures are not restricted to data rising within your organization. Data that an insured is required to protect may reside with others, such as with IT consultants, web hosts, and data storage vendors. The growth of “cloud” computing means that data is housed outside an organization with more frequency than ever before.
3. *Fines and penalties* – these would include fees assessed by regulators and by the payment card industry due to a data breach.
4. *Data breach response costs* – the leading reason that organizations buy cyber coverage is to cover the expenses of breach response. Victims of the breach are less likely to sue if they know that the data holder was trying to atone for the breach by notifying them of the breach and providing free credit monitoring and counseling services. A data breach response may include costs for
 - a. Forensic costs to examine the factors that lead to the breach
 - b. Costs to secure the site of the breach
 - c. Costs to notify persons whose private information may have been breached
 - d. Credit monitoring and call-center services for those persons
 - e. Crisis management services related to the breach, including costs to understand, evaluate, respond to, and communicate with regulators and the public.
5. *Value-added risk management services* – such services help insureds avoid and mitigate data breaches.

PUBLICATION: None at this time. The approved memorandum of coverage will be uploaded to the CSURMA website and will be included in the FY 14/15 Program Manual.

ATTACHMENT(S):

- a. Draft version of the FY 14/15 AORMA Liability Program – memorandum of coverage



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

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

The California State University Risk Management Authority Auxiliary Organizations Risk Management Alliance (hereinafter called CSURMA AORMA) is an intergovernmental agency, risk sharing, joint powers authority, duly formed pursuant to California Government Code Sections 6500-6512, and other provisions of law.

This Memorandum of Coverage does not provide insurance, but instead provides for pooled-insurance. This Memorandum is a negotiated agreement among the **Members** of the CSURMA AORMA, and none of the parties to the Memorandum is entitled to rely on any contract interpretation principles which require interpretation of ambiguous language against the drafter of such agreement. This Memorandum shall be applied according to the principles of contract law, giving full effect to the intent of the **Members** of the CSURMA AORMA.

In consideration of payment of the contribution and subject to the limit of liability set forth in the Declarations and other terms of this Memorandum, as follows:

SECTION I - COVERAGES

Subject to the **Member's retained limit**, the CSURMA AORMA agrees:

To pay on behalf of any **Covered Party** those sums for **ultimate net loss** which the **Covered Party** shall become obligated to pay as **damages**, by reason of liability imposed by law, because of **bodily injury, property damage, errors and omissions, unfair employment practices liability, and personal injury**, to which this Memorandum applies, caused by an **occurrence**.

SECTION II - 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 **retained limit**, without the prior written consent of the CSURMA AORMA.

SECTION III - LIMITATIONS UPON CSURMA AORMA'S LIABILITY

Regardless of the number of (1) persons or entities covered under this document, or (2) persons or organizations who sustain injury or damage, or (3) claims made, proceedings or suits brought because of injury or damage, CSURMA AORMA’s liability for **damages** is limited as follows:

The CSURMA AORMA’s liability for **damages** shall only be for the **ultimate net loss** less the amount of the **Member’s Retained Limit** not to exceed the limit of coverage shown in Item 1 of the Declarations, as the result of any one **occurrence** or the amount shown in Item 4 because of all **occurrences** for any one **Member** during each **coverage period**.

However, in the event of an **occurrence**, which involves more than one CSURMA AORMA **Member**, only one **retained limit** and one limit of liability shall apply to such **occurrence**, irrespective of the number of CSURMA AORMA **Members** involved in that **occurrence**. Liability for the **retained limit** shall be apportioned among all of the involved **Members** according to the amounts of their respective **retained limits** under this Memorandum.

For the purpose of determining the CSURMA AORMA limit of liability and the **retained limit** of the **Member**, all **damages** arising out of continuous repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

This Memorandum applies to **occurrences**, which take place anywhere during the specified **coverage period** stated in the Declarations of this Memorandum. An **occurrence** with duration of more than one **coverage period** shall be treated as a single **occurrence** arising during the **coverage period** when the **occurrence** ends (which shall in no event be deemed later than the date on which the claimant files suit), and under no

circumstances shall the fact that said **occurrence** has a duration of more than one **coverage period** entitle a **Covered Party** to more than one limit of coverage.

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 retained limit** 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 retained limit**, 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.

Bodily injury or personal injury damages resulting from non-employment harassment will be deemed to have occurred at the time of the initial non-employment harassment and all such bodily injury or personal injury will be deemed to be a single occurrence whether committed by the same perpetrator of two or more perpetrators acting in concert and without regard to the number of (1) incidents of non-employment harassment taking place thereafter, (2) victims of non-employment harassment, or (3) locations where the non-employment harassment took place. Only the Memorandum of Coverage in effect during which such non-employment harassment first occurred will apply to such single occurrence of non-employment harassment. Coverage does not apply to any covered party who is found by a court of law to have committed a criminal act of non-employment harassment.

SECTION IV - COVERED PARTIES

The parties covered by this Memorandum are:

- A. The **Member** is a signatory to the CSURMA Joint Powers Authority and is named on the Declarations Page.
- B. The following individually and collectively are covered parties, when acting solely within the scope of their duties, office, or employment for the named **Member**:
 - 1. The governing board;
 - 2. Officers;
 - 3. **Employees**; and
 - 4. Authorized Individuals acting as volunteers.
- C. Any person while using an **owned automobile**, or **non-owned automobile**, or a **hired automobile** 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 named **Member**.

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

1. 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** 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
 2. 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.
- D. **Additional Covered Party** as defined in Section VI A. of this Memorandum.
- E. 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**.

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 V – EXCLUSIONS

The coverage provided by this Memorandum does not apply to any of the following:

A. Aircraft

To any liability for damages arising out of the ownership, maintenance, loading or unloading, use or operation of any aircraft capable of flight, airfields, runways, hangers, buildings or other property in connection with aviation activities. This exclusion does not apply to static aircraft, or to an unmanned aerial vehicle. property damage to (1) property owned by the Member, or (2) aircraft in the care, custody, or control of the Member, including aircraft over which the Member is exercising physical control.

Asbestos

To any liability for **damages** arising, in whole or in part, out of actual or alleged, threatened or suspected, inhalation of, ingestion or, contact with, exposure to, existence or, or presence of asbestos; or

Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of asbestos by any **Covered Party** or by any other person or entity.

B. Assault and Battery

To any liability for **damages** arising out of assaults and batteries, except for assault and battery committed or directed for the purpose of protecting persons or property or where same are not committed by or at the direction of the **Member**.

C. Aviation Activities

To liability for **damages** arising out of the ownership, maintenance, loading or unloading, use or operation of any:

1. **Aircraft**
2. Airfields;
3. Runways;
4. Hangars; or
5. 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.

D. Contractual Obligations

1. To any liability for **damages** of non-tort causes of action related to breach of contract proceedings; or
2. To any liability for which the **Member** is obligated to pay **damages** by reason of assumption of liability in any contract or agreement. This exclusions does not apply to liability for **damages**:
 - a. Assumed in a contract or agreement that is an executed **Member** contract as that term is defined herein, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement: or
 - b. Liability for **damages** that the **Member** would have in the absence of the contract or agreement.

E. Cyber Liability

Damages, or loss, costs or expenses because of bodily injury, personal injury, property damage or errors and omissions arising directly or indirectly out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial

information, credit card information, health information or any other type of nonpublic information; or

2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by any **covered party** or others arising out of that which is described in Paragraphs 1 and 2 above.

E-F. Electronic Communication

1. Arising out of electronic or other publication, transmission, dissemination or storage of material, if done by or at the direction of the **Member** with knowledge of its falsity;
2. Arising out of electronic or other publication, transmission, dissemination or storage of material whose first publication, transmission, dissemination or storage took place before the beginning of the policy period; or,
3. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Member**.

This exclusion does not apply to:

1. Personal injury arising from a **Member's** broadcasting activities; or,
2. Liability arising from the managerial, advisory, supervisory or controlling obligation of one **Covered Party** over the actions of another **Covered Party**.

F-G. Employment Benefit

To any obligation for which the **Member** may be held liable under any Workers' Compensation or disability benefits law or under any similar law, plan or agreement; except as provided within the Fiduciary Liability Coverage endorsement.

G-H. Employment Liability

To **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.

H-I. ERISA

To any obligation of the **Member** under the "Employment Retirement Income Security Act of 1974" and any law amendatory thereto or any similar federal, state or local statute; except as provided within the Fiduciary Liability Coverage endorsement.

I-J. Fiduciary Liability

To liability arising out of;

1. The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
2. 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
3. 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.

J.K. Funds, Grants or Appropriations

To any liability for **damages** for either the actual or alleged use, misuse, mismanagement or loss of funds, grants, or appropriations, nor for the return of such funds, grants, or appropriations for any reason(s).

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 SIR program sublimit of \$250,000 per **occurrence**.

K.L. Intentional Conduct

Any liability arising out of criminal, fraudulent, known false or dishonest acts or omissions committed by or at the direction of the **Covered Party**. CSURMA AORMA may at its sole discretion, agree to waive this exclusion in order to supply certain payments under Section II. Defense and Settlements if the judgment or final adjudication is adverse to the participating **Covered Party**, the **Covered Party** will reimburse CSURMA AORMA for all defense costs.

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

L.M. Lack of Occurrence

To injuries or **damages** which do not arise out of an **occurrence** as defined in this Memorandum.

M.N. 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.

N-O. Lead

Any loss or liability arising out of, or contributed to or caused by lead as described below:

1. **Bodily injury, property damage or personal injury** arising out of , resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
2. Any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts 1 or 2 above; or
4. Any obligation to share damages with or repay someone else who much pay damages in connection with parts 1, 2 or 3 above.

Θ-P. Medical Malpractice

Liability arising out of the operation of any hospital, clinic, or health care facility, owned or operated by any **Member** including individuals providing professional medical services (Professional Medical Services include anyone engaged in the practice of medicine and whose operations are not exempted elsewhere in this exclusion). This includes, but is not limited to:

1. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing services or treatment, or the furnishing of food or beverages in connection therewith;
 - b. Any service or treatment related to physical or mental health or of a professional nature; or
 - c. Any cosmetic or tonsorial service or treatment.
2. The furnishing of or dispensing of drugs or medical, dental or surgical supplies or appliances.

~~3. Experiments performed on human beings, clinical trials and/or medical trials.~~

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

1. Ambulance operations, occupational physical examinations, student nursing programs, other student medical training programs, infirmaries, non-clinic nursing services or services of the **Member's employees** who are nurses, paramedics, emergency medical technicians, speech therapists, speech pathologists, nutritionists, psychologists, audiologists, or physical therapists;
2. **Unfair employment practices** liability;
3. First Aid to any person;
4. Any medical services clinic that does not perform invasive surgery of any kind; or

5. Operations performed by coroners.

P-Q. Mold

Any **bodily injury, personal injury, advertising injury or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:

1. Any fungus(es) or spore(s);
2. Any solid, liquid, vapor, or gas produced by or arising out of any fungus(es) or spore(s);
3. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s);
4. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for fungus(es) or spore(s);
5. The actual or threatened abatement, mitigation, removal or disposal of fungus(es) or spore(s) or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s);
6. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs 1, 2, 3, 4 or 5 above; or

For the purpose of this exclusion fungus(es) includes, but is not limited to, any form or type of mold, mushroom or mildew and spore(s) include any reproductive body produced by or arising out of any fungus(es).

However, CSURMA AORMA will provide coverage up to an amount not exceeding \$600,000 each occurrence and each **Member**, subject to an \$850,000 aggregate limit, per **Member**.

Q-R. Nuclear Material

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

1. With respect to which a **Member** is insured under a nuclear energy liability memorandum issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be a **Covered Party** under any such memorandum but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the hazardous properties of nuclear material and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. 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.

3. Resulting from the hazardous properties of nuclear material, if:
 - a. 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;
 - b. 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
 - c. 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**.

R.S. Pollution

To any liability for **damages**, loss, cost or expense:

1. 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** anywhere in the world;
2. Arising out of any claim, suit, governmental direction or request, demand or order, whether by or on behalf of a governmental direction 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**; or
3. Arising from the cost of investigation or attorney's fees, incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize, or in any way respond to **pollutants**.

However, this exclusion does not apply to liability arising out of:

- a. Water, whether recycled, reconditioned or reclaimed;
- b. Any discharge, dispersal, seepage, migration, release or escape directly or indirectly caused by fire, explosion, lightning, windstorm, vandalism, or malicious mischief, riot and civil commotion, flood, collision, or upset of a motor vehicle, railroad vehicle, mobile equipment, automatic sprinkler leakage or **aircraft**;
- c. Any liability arising out of police use of mace, oleoresin capsicum (o.c.), pepper gas or tear gas;
- d. Any liability arising from weed abatement or spraying;

- e. The products hazard or the completed operations hazard; and
- f. Any discharge, dispersal, seepage, migration, release or escape of **pollutants** that meets all of the following conditions:
 - i. It was accidental and neither expected nor intended by the **Covered Party**. This condition would not serve to deny coverage for a specific incident where such discharge, dispersal, seepage, migration, release or escape of **pollutants** was a result of an attempt by any **Covered Party** to mitigate or avoid a situation where substantial third party **bodily injury, property damage** or **personal injury** could occur; and
 - ii. It was demonstrated as having commenced on a specific date during the **coverage period**; and
 - iii. Its commencement became known to any **Covered Party** within seven (7) calendar days and was further reported to the person responsible for risk management at the **Member** within a reasonable time frame; and
 - iv. Its commencement was reported in writing to CSURMA AORMA within forty (40) calendar days of becoming known to the person responsible for risk management for the **Member**; and
 - v. Reasonable effort was expended by the **Member** to terminate the situation as soon as conditions permitted.

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

- a. Any site or location principally used by any **Member**, or by others on the **Member's** behalf, for the handling, storage, disposal, dumping, processing, or treatment of waste material;
- b. Any fines or penalties;
- c. 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 exclusions 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** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **pollutants**; or
- f. Water pollution caused by oil or its derivatives.

| S.T. Silica

Any loss or liability arising out of, or contributed to or caused by silica as described below:

1. Bodily injury, property damage or personal injury arising out of, resulting from, caused by, or contributed to by silica, exposure to silica or the use of silica;
2. Any damages or any loss, cost or expense arising out of any (1) claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or (2) request, demand, order or statutory or regulatory requirement that any covered party or any other person or entity should be, or should be responsible for:
 - a. Assessing the presence, absence or amount or effects of silica;
 - b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating silica; or
 - c. Responding to silica in any way other than as described in (a) or (b) above;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

~~T.U.~~ Subsidence

To **property damage** arising out of subsidence for any reason.

~~U.V.~~ War

Any loss or damage arising directly or indirectly, out of war, including undeclared civil war; 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 insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

~~V.W.~~ Watercraft

For liability for **damages** 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 **Member**, but this exclusion does not apply to:

1. Watercraft while ashore; or
2. Watercraft less than fifty (50) feet in length at the waterline.

~~W.X.~~ Under Errors and Omissions Liability

1. **Bodily injury** or **property damage** or **unfair employment practices** or **personal injury** as defined in the Memorandum;

2. The refund of taxes, fees or assessments;
3. a. 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;
- b. 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.

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**;

4. Liability for any **Member** arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids;
5. Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof; or
6. Liability arising out of the failure to perform or breach of a contractual obligation.

Nothing contained in this exclusion shall limit the **Covered Party's** right of recovery, where applicable, under **bodily injury, property damage, unfair employment practices liability, and personal injury** coverages as provided in this Memorandum.

SECTION VI – DEFINITIONS

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

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract of the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA AORMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

- B. **Aircraft** means a vehicle designed for the transport of persons or property principally in the air, but does not include unmanned aerial vehicle.
- C. **Automobile** or **Auto** shall mean a land motor vehicle, trailer, or semi-trailer, subject to motor vehicle registration, including any attached machinery or equipment and including Mobile Equipment.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

D. **Bodily Injury** means bodily harm, sickness, disability or disease. **Bodily injury** shall also mean mental injury, mental anguish, humiliation, shock or death if directly resulting from **bodily injury**, sickness, disability or disease. **Bodily injury** shall include cause and loss of services resulting at any time from the **bodily injury** of any person or persons.

E. **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 Named Member. Operations include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. When all operations to be performed by or on behalf of the **Additional Covered Party** under the contract have been completed; or

2. When all operations to be performed by or on behalf of the **Additional Covered Party** at the site of the operations have been completed; or
3. 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 engaged in performing operations as a part of the same project.

Operations with 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 liability arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

- F. **Coverage Period** means the period beginning with the effective date shown in the Declarations and ending on the expiration date shown in the Declarations, unless terminated.
- G. **Damages** mean 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) 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** to which this coverage applies.

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, 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 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.

- H. **Discrimination**, as respects **unfair employment practices**, means the actual or alleged failure to employ, failure to promote, or transfer, or the suspension, demotion 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.
- I. **Employee**, as respects **unfair employment practices** and when appearing in boldface type in this Memorandum, means any present or former **employee** of the named **Member** or any applicant for employment by the named **Member**, including independent contractors and /or persons working on retainer, while acting for or on behalf of the named Member but only as respects unfair employment practices.

- J. **Errors and Omissions** means any actual or alleged misstatement or misleading statement or act or omission or neglect or breach of duty including misfeasance, malfeasance or nonfeasance by any **Covered Party** individually or collectively in the discharge of their duties with the **Member**, or any matter claimed against them solely by reason of their being or having been public officials.
- K. **Hired Automobile** shall mean an **automobile** used under contract on behalf of the **Member** provided such **automobile** is not owned in full or in part by or registered in the name of (1) the **Member**, or (2) any **Covered Party** who is granted an operating allowance of any sort for the use of such **automobile**.
- L. **Member Contract** means:
 1. A contract for a lease of premises including but not limited to premises rented or loaned to you;
 2. A sidetrack agreement;
 3. Any easement or license agreement;
 4. An obligation, as required by ordinance;
 5. An elevator maintenance agreement; or
 6. That part of any contract or agreement pertaining to the **Member's** business under which the **Member** assumes tort liability of another party to pay for **bodily injury, property damage or personal injury** to a third party or organization or **unfair employment practices**. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.

However, it does not include that part of any contract or agreement:

 - a. That indemnifies an architect, engineer, or surveyor, his agents or “**employees**”, for injury or damage arising out of preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications or giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
 - b. To any claim, judgment or agreement from any arbitration proceeding wherein CSURMA AORMA is not entitled to exercise with the **Covered Party**, the **Covered Party's** rights in the choice of arbitrators, and in the conduct of such proceedings.
- M. **Non-Owned Automobile** shall mean an **automobile** not owned by or furnished for the regular use of the **Member**.

- N. Non-employment harassment means actual or alleged unwelcome or offensive:
 - a. Physical conduct, including sexual molestation; or
 - b. Verbal or written conduct or conduct using visual images, including such conduct by electronic means,

against anyone other than a present or former employee of, or an applicant for employment with, the Member and shall include any actual or alleged breach of duty by a covered party causing, contribution or leading to such non-employment harassment.

N.O. Occurrence means an accident or event, during the **coverage period** including continuous or repeated exposure to conditions, which result in injury or damage to which this coverage applies; provided, such injury or damage is neither expected nor intended from the standpoint of the **Member**.

With respect to **personal injury**, "**occurrence**" means an offense described in the definition of that term in this "Section VI - Definitions," that is committed during the **coverage period**.

With respect to **Errors & Omissions**, "**occurrence**" means an offense described in the definition of that term in this "Section - VI Definitions" that is committed during the **coverage period**, provided that the injury is neither expected nor intended from the standpoint of the **Member**.

O.P. Owned Automobile shall mean an **automobile** owned in full or in part by or registered in the name of the **Member**. **Automobile** furnished by the **Member** for driver education purposes shall be considered an **owned automobile**.

P.Q. Personal Injury means:

1. False arrest, detention, or imprisonment or malicious prosecution;
2. Publication or utterance of libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right of privacy;
3. Wrongful entry or eviction or other invasion of the right of private occupancy;
4. **Discrimination** or violation of civil rights other than **unfair employment practices**, not intentionally committed by or at the direction of the **Member**;
5. Sexual harassment not intentionally committed by or at the direction of the **Member**; or
6. **Unfair Employment Practices**.

Q.R. Pollutants mean 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 **pollutants** as used herein are not defined to mean potable water or agricultural water or water furnished to commercial users.

R.S. Property Damage means:

1. Physical injury to or destruction of tangible property which occurs during the **coverage period**, including the loss of use thereof at any time resulting there from; 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 **coverage period**.

S.T. Retained Limit, as contained in the Declarations of this Memorandum, means the amount of paid claim liability for **damages** covered by this Memorandum, for which the **Member** is responsible on a per **occurrence** basis, and which the **Member** actually pays in cash, after making proper deduction for all recoveries and salvages collectible. The **Member's retained limit** also includes defense fees and costs expended by the **Member** in defense of a claim to the extent that the claim is potentially covered under this Memorandum, and also includes court costs, allocated loss adjustment expenses and other associated costs and expenses, but does not include any salaries of the **Member's** regular **employees**, nor any defense fees or costs incurred in the defense of claims for which there was never any potential for coverage under this Memorandum.

T.U. Ultimate Net Loss as contained in the Declarations of this Memorandum, means the amount of paid claims liability for **damages** for which the **Covered Party** is liable, on a per **occurrence** 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. The **ultimate net loss** also includes defense fees and costs incurred by the **Member** in defense of the claim and also includes court costs, allocated loss adjustment expenses, and other associated costs and expenses, but does not include any salaries of the **Member's** regular **employees**. **Ultimate net loss** shall not include any **damages** recovered against a **Member** or defense expenses incurred because of liability that is not covered by this Memorandum.

U.V. Unfair Employment Practices means:

1. Any circumstance relating to a past, present or prospective **employee** of the **Member** (and the spouse, child, parent, brother or sister of that person as a consequence of **unfair employment practices** that person at whom any of the employment-related practices described below is directed) for or arising out of any actual or alleged 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** evaluations; or
2. Sexual or workplace harassment or humiliation of any kind, including but not limited to, the alleged operation of a workplace harassing workplace environment, or
3. Actual or alleged negligence resulting in **damages** to a person that is a “whistle blower”, unlawful **discrimination**, whether direct, indirect, intentional or unintentional, or
4. Failure to provide adequate **employee** policies and procedures.

Unfair employment practices 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 there under:

1. Americans with Disabilities Act of 1992 (ADA);
2. Civil Rights Act of 1991;
3. Age **Discrimination** in Employment Act of 1967 (ADEA), including the Older Workforce Benefit Protection Act of 1990;

4. Title VII of the Civil Rights Law of 1964, as amended (1983), including the **Pregnancy Discrimination Act** of 1978;
5. Civil Rights Act of 1866, Section 1981; and
6. Fifth and Fourteenth Amendments of the U.S. Constitution.

W. 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 and weighing no more than 100 lbs maximum take-off weight for the purpose of aerial surveillance.

V.X. The following definitions are applicable only to Exclusion I:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means source material, special nuclear material or byproduct material;

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;

Spent fuel means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

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:

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 **waste**;
- 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 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
- d. 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.

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 VII – CONDITIONS

- A. 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.
- B. Termination: Coverage provided under this Memorandum, may be terminated by the CSURMA Board of Directors at any time in accordance with the JPA Agreement Section 23 Termination.
- C. 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.
- D. 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:

1. 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.

2. Excess Coverage:

- a. 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 retained limit** 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 retained limit**, 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.
- b. 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.
- c. 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.

3. Method of Sharing:

- a. 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
- b. 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.

E. Duties in the Event of an Accident, Occurrence, Offense, Claim, Suit or Proceeding: 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.

1. 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.
2. When the **Member** submits the first claim report, the following information shall be included, if available and applicable:
 - a. How, when and where the **occurrence** or offense took place;
 - b. The names and addresses of any injured persons and witnesses;
 - c. The nature and location of any injury or damage arising out of the **occurrence** or offense;
 - d. Incident reports;
 - e. Investigation reports;
 - f. Police reports;
 - g. Claim notices and **Member** and any other involved **Covered Party** response(s);
 - h. Medical reports; and
 - i. Other information helpful to CSURMA AORMA.
3. 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;

- a. Late Reporting Penalties
 - i. 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;
 - ii. 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;
 - iii. 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
 - iv. 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**.
 4. 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.
- F. 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 **unfair employment practices**, 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 Liability Claims Administrator.
- G. Bankruptcy or Insolvency: Bankruptcy or insolvency of the **Covered Party** shall not relieve CSURMA AORMA of any of its obligations hereunder.
- H. Separation of Insureds: 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:
1. As if each **Covered Party** were the only **Covered Party**; and
 2. Separately to each **Covered Party** against whom the claim is made or suit is brought.
- I. Limit of Liability: As provided in the Declarations.

- J. Assignment: No purported assignment of rights or interests under this Memorandum shall bind CSURMA AORMA without its written consent.
- K. Changes: 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 the CSURMA AORMA, unless and until a written endorsement which expressly so amends this Memorandum or waives a provision thereof has been duly issued by the CSURMA AORMA and made a part of the Memorandum, or unless the CSURMA AORMA Policies and Procedures regarding claims reporting and claims administration and litigation management have been amended by the CSURMA AORMA.
- L. Transfer of Rights of Recovery Against Others to CSURMA AORMA: If the **Member** or any other **Covered Party** has rights to recover all or part of any payment CSURMA AORMA has made under this coverage, those rights are transferred to CSURMA AORMA. The **Member** or any other **Covered Party** shall do nothing after the loss to impair the recovery. At CSURMA AORMA's request, the **Member** or any other **Covered Party** will bring suit or transfer the rights to CSURMA AORMA and help CSURMA AORMA enforce them.
- M. Claims Settlement: As stated in the CSURMA AORMA Policy and Procedures regarding Claims Reporting and Claims Administration and Litigation Management:

- 1. Claim Settlement Authority

The following guidelines apply to settlement authority of CSURMA AORMA, within this Memorandum:

- a. \$0 to 25,000 – Claims Administrator

The Liability Claims Administrator has authority to settle claims up to, and including, \$25,000 per claim.

- b. Up to the **Pooled Layer Limit** – AORMA Committee

The AORMA Committee has authority to authorize claims settlement up to the **Pooled Layer Limit**.

- 2. Claims Settlement Responsibility:

AORMA Committee shall have the primary responsibility to control and direct settlement negotiations and to determine the terms of any settlement. However, before effecting any settlement, AORMA Committee shall give notice to the **Member** of the terms of the proposed settlement.

- 3. Member Appeal Process:

First Level Appeal

If a **Member** wishes to appeal a decision regarding whether or not coverage is provided or to appeal a settlement decision, the **Member** must present an appeal in writing to the AORMA Committee within thirty (30) days of the disputed decision. The AORMA Committee will

review the appeal at its next regularly scheduled meeting and inform the **Member** within five (5) business days of its final decision.

Second Level Appeal

If a **Member** wishes to appeal the AORMA Committee's decision, the **Member** will notify the CSURMA Secretary in writing within five (5) business days of receipt of the AORMA Committee's decision. The CSURMA Executive Committee will then review the appeal at its next meeting or sooner. The CSURMA Executive Committee's decision will be the final determination.

- N. 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 or 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 is prosecuted there from, until the suit has been finally determined on appeal. Any person or organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Memorandum to the extent of the coverage afforded by this Memorandum. Nothing contained in this Memorandum 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.



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

**DOMESTIC HIRED AUTOMOBILE PHYSICAL DAMAGE
AMENDATORY ENDORSEMENT - #1**

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

The term “auto(s)” as used in this endorsement means a land motor vehicle designed for travel on public roads, but does not refer to those types of automobiles excluded under Exclusion # 1 below or to mobile equipment.

The term “loss” as used in this endorsement means direct and accidental loss or damage.

SECTION I - COVERED AUTOS

Domestic Hired Autos Only – Only “autos” the **Covered Party** may hire, lease, rent or borrow for no more than thirty (30) consecutive days by execution of a contract within the coverage territory. This does not include any **automobile** a **Covered Party** may lease, hire, rent or borrow from any of **Member employees** or **members** of their household.

SECTION 2 - PHYSICAL DAMAGE COVERAGE

A. Coverage Extensions

1. CSURMA AORMA will pay for “loss” to a covered auto or its equipment under Comprehensive and Collision coverage.
2. The coverage provided by this Endorsement is excess over any other collectible coverage
3. For **Hired Auto** Physical Damage, CSURMA AORMA will pay expenses for which a **Covered Party** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver 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 for towing and labor costs incurred each time a covered auto of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

B. Limit of Coverage

1. 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.

C. Deductible

For each covered auto, 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.

D. Coverage Territory

Under this Endorsement, CSURMA AORMA will cover accidents and losses occurring:

1. During the Memorandum period shown in the Declarations Page.
2. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America; and Puerto Rico.

SECTION 3 – EXCLUSIONS

- A. An 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. Excluded are: expensive, exotic and antique automobiles; 15- passenger vans; ~~vehicles that have an open cargo bed; semi-trailer~~ trucks; motorcycles, mopeds, and motorbikes; limousines; ~~and recreational vehicles~~. Examples of excluded expensive or exotic automobiles include but are not limited to those manufactured by Aston Martin, Bentley, Bricklin, Daimler, DeLorean, Excalibur, Ferrari, Jensen, Lamborghini, Lotus, Maaserati, Porsche and Rolls Royce. However, selected models of BMW, Mercedes-Benz, Cadillac and Lincoln are covered.
- B. CSURMA AORMA will not pay for loss to any covered auto 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 auto while that covered auto is being prepared for such contest or activity.
- C. CSURMA AORMA will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this coverage:

1. Wear and tear, freezing or mechanical or electrical breakdown; or
 2. Blowouts, punctures or other road damage to tires.
- D. CSURMA AORMA will not pay for loss to any of the following:
1. Tapes, records, discs, or other similar audio, visual data electronic devices designed for use with audio, visual or data electronic equipment.
 2. 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.
 3. 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.
 4. Any accessories used with the electronic equipment described in Paragraph c. above Exclusions 2.c. and 2.d. do not apply to:
 - a. Equipment designed solely for the reproduction of sound and accessories, provided such equipment is permanently installed in the covered auto at the time of the loss or such equipment is removable from a housing unit which is permanently installed in the covered auto at the time of loss, and such equipment is designed to be solely operated by use of the power from the auto's electrical system, in or upon the covered auto
 - b. Any other electronic equipment that is:
 - 1) Necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system
 - 2) 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 auto normally used by the manufacturer for installation of a radio.
- E. CSURMA AORMA will not pay for loss to a covered auto due to diminution of value.
- F. 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.
- G. CSURMA AORMA will not pay for loss arising out of any violation of the rental car agreement.
- H. CSURMA AORMA will not cover damage to **autos** that are hired, rented or borrowed for more than thirty (30) consecutive days.
- I. CSURMA AORMA will not pay for loss or theft of personal belongings.
- J. CSURMA AORMA will not pay for loss caused by or resulting from the use of **auto** by **Member** volunteers.
- K. CSURMA AORMA will not pay for damages resulting from any **Covered Party's** personal liability.
- L. CSURMA AORMA will not pay for depreciation of the rental **auto** caused by loss or damage including but not limited to "diminished value".
- M. CSURMA AORMA will not pay for 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.



California State University Risk Management Authority
Auxiliary Organizations Risk Management Alliance

- N. CSURMA AORMA will not cover loss due to off-road operation of the rented **auto**.
- O. CSURMA AORMA will not pay for confiscation by authorities.
- P. CSURMA AORMA will not pay for **autos** that do not meet the definition of covered **autos**.
- Q. CSURMA AORMA will not pay for losses reported more than forty-five (45) days from the date of loss.

All other terms and conditions in the Memorandum remain unchanged.

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

**MEDICAL PAYMENTS
AMENDATORY ENDORSEMENT - #2**

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

It is agreed that this Memorandum will pay medical expense limit of \$5,000 per any one person 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.

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:

1. First aid administered at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

The Program will not pay expenses for **bodily injury**:

1. To any **Member**;
2. To a person hired to do work for or on behalf of any **Member** or a tenant of any **Member**;
3. To a person injured on that part of premises the **Member** owns or rents that the person normally occupies;

4. 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;
5. To a person injured while taking part in athletics;
6. To a person who is a student of the California State University or a participant enrolled in a CSU sponsored program;
7. Included with the products-completed operations hazard; and
8. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

All other terms and conditions in the Memorandum remain unchanged.



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

**CALIFORNIA UNINSURED OR UNDERINSURED MOTORISTS
COVERAGE BODILY INJURY
AMENDATORY ENDORSEMENT - #3**

***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:

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 **auto** 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 **auto** 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.
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:
 - (1) 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**;
 - (2) 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
 - (3) 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:
 - (1) 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
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
(CSURMA AORMA)
LIABILITY PROGRAM
MEMORANDUM OF COVERGE**

**NON-SALARIED EMPLOYEE AUTO LIABILITY
AMENDATORY ENDORSEMENT - #4**

***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 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 12/04)

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. 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
AUXILIARY ORGANIZATIONS RISK MANAGEMENT ALLIANCE
(CSURMA AORMA)
LIABILITY PROGRAM
MEMORANDUM OF COVERAGE**

**FIDUCIARY LIABILITY
AMENDATORY ENDORSEMENT - #5**

***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 **Covered Party** those sums for **loss** including **Claims Expenses** incurred in the defense and settlement of any **Claim** first made against the **Covered Party** and reported to Underwriters during the **Policy 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: \$350,000 ANY ONE CLAIM

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

C. EXCLUSIONS

Exclusions H - Employee Benefits; J – ERISA; and L - 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. CSU and CSU Campus Auxiliary Organizations
 - c. Elected/Appointed Officials: all past, present and future, including the Member Designated Professional Fiduciary
 - d. 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. **Member** means the signatory to the CSURMA Joint Powers Authority
9. **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

10. **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**.
11. **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.

NEW PROGRAMS COMMITTEE MEMBER(S)

ISSUE: The Committee will be asked to discuss candidates to join the Programs Committee effective July 1, 2014.

RECOMMENDATION: Staff recommends that the Committee suggest auxiliary staff members to join the Programs Committee effective July 1, 2014.

FISCAL IMPACT: None

BACKGROUND: Policy and Procedure A-2 stipulates that the Programs Committee "...will have a minimum of five members, at least two of whom shall be AORMA Committee members".

The Programs Committee currently has five members; however, effective June 30, 2014, Kurt Borsting will "term out". The Programs Committee will need at least one new member.

At the last Programs Committee meeting, the following auxiliary staff members were suggested:

1. David Crandall, General Manager – Associated Students, CSU, Northridge, Inc.
2. David Quesada, Lead Building Services Coordinator – Associated Students, Inc., California State Polytechnic University, Pomona
3. Genevieve Evans Taylor, Executive Director – Associated Students of CSU Channel Islands, Inc.
4. Lynn Cacha, Aztec Student Union Director – Associated Students, San Diego State University

Noted below are a few more auxiliary staff members for consideration.

5. Dave Nakamura, Executive Director –Humboldt State University Center
6. Joe Illuminate, Associate Director, Finance and Business Services - University Student Union of CSU Northridge
7. Jun Reina, Chief Financial Officers, Capital Public Radio, Inc.
8. Cheryl Vargas, Executive Director, Associated Students, SJSU
9. Randy Saffold, Executive Director, Associated Students, CSU East Bay

PUBLICATION: An appointment letter will be sent to the new member and the AORMA roster will be updated with the new member. The roster is maintained on the CSURMA website.

ATTACHMENT(S): None

CSURMA AORMA 2014 MEETING CALENDAR

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

RECOMMENDATION: No action is requested on this item.

FISCAL IMPACT: None.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S):

- a. CSURMA AORMA – 2014 Meeting Calendar



California State University Risk Management Authority
 Auxiliary Organizations Risk Management Alliance

2014 CSURMA • AORMA MEETING CALENDAR

JANUARY, 2014	FEBRUARY, 2014	MARCH, 2014
12-15 AOA Conference: Sacramento	3 MSLCTC: Teleconference, 11:00 a.m. 6 PC: Teleconference, 2:00 p.m. 18 Liab claim review: Teleconference, 10:00 AM Only the AORMA Chair and Vice Chair attend the liab claim review	3 MSLCTC: Teleconference, 11:00 a.m. 6 PC: Teleconference, 1:00 p.m. 20 AORMA: Newport Beach, 10:00 a.m. 20 EC: Newport Beach: 2:30 p.m. 21 EC LRP: Newport Beach, 8:00 a.m. 21 AOA EC: Pasadena: 8:30 a.m. Only the AORMA Chair and Vice Chair attend the EC meetings Only the AORMA Chair attends to AOA EC meeting
APRIL, 2014	MAY, 2014	JUNE, 2014
3 PC: Teleconference, 1:00 p.m. 7 MSLCTC: Teleconference, 11:00 a.m. 8 Liab claim review: Teleconference, 10:00 AM 10 PC: Teleconference, 2:00 p.m. Only the AORMA Chair and Vice Chair attend the liab claim review	1 PC: Teleconference, 1:00 p.m. 8 AORMA: Long Beach, 10:00 a.m. 9 EC: Long Beach, 8:00 a.m. 9 BOD: Long Beach, 10:30 a.m. 26 MSLCTC: Teleconference, 11:00 a.m. 27 MSLCTC: Teleconference, 11:00 a.m. Only the AORMA Chair and Vice Chair attend the EC meetings All AORMA Committee members attend the BOD	5 PC: Teleconference, 1:00 p.m. 20 AOA EC: Long Beach 26 PC: Teleconference, 1:00 p.m.

AORMA = Auxiliary Organizations Risk Management Alliance Committee	PC = AORMA Programs Committee	EC = CSURMA Executive Committee
AOUIT = Auxiliary Organizations Unemployment Insurance Trust	AORMA LRP = AORMA Long Range Planning Meeting	EC LRP = EC Long Range Planning Meeting
MSLCTC = AORMA Member Services, Loss Control & Training Committee	AOA = CSU Auxiliary Organizations Association	BOD = CSURMA Board of Directors

2014 CSURMA • AORMA MEETING CALENDAR

JULY, 2014	AUGUST, 2014	SEPTEMBER, 2014
15/16 AORMA Officers Retreat, Sonoma 28 MSLCTC: Teleconference, 11:00 a.m. 31 PC: Teleconference, 1:00 p.m. Only the AORMA Chair, Vice Chair, Past Chair and Ex Officio attend the AORMA Officers Retreat	13 Liab claim review: Telecon, 10:00 a.m. 15 AOA EC: San Diego Only the AORMA Chair and Vice Chair attend the liab claim review Only the AORMA Chair attends to AOA EC meeting	10 AORMA New Committee Member Orientation: Newport Beach, 9:00 a.m. 10 AORMA LRP: Newport Beach, 10:00 a.m. 11 AORMA: Newport Beach, 9:00 a.m. 12 EC: Newport Beach, 8:30 a.m. 29 MSLCTC: Teleconference, 11:00 a.m. Only the AORMA Chair and Vice Chair attend the EC meetings
OCTOBER, 2014	NOVEMBER, 2014	DECEMBER, 2014
23 AORMA: Long Beach, 10:00 a.m. 24 EC: Long Beach, 9:00 a.m. 24 BOD: Long Beach, 10:30 a.m. Only the AORMA Chair and Vice Chair attend the EC meetings All AORMA Committee members attend the BOD	12 Liab claim review: Teleconference, 10:00 AM 17 MSLCTC: Teleconference, 11:00 a.m. 21 AOA EC: Pasadena Only the AORMA Chair and Vice Chair attend the liab claim review Only the AORMA Chair attends to AOA EC meeting	4 AORMA: TBD, 10:00 a.m. 5 EC: TBD, 8:30 a.m. 11 PC: Teleconference, 1:00 p.m. Only the AORMA Chair and Vice Chair attend the EC meetings

AORMA = Auxiliary Organizations Risk Management Alliance Committee	PC = AORMA Programs Committee	EC = CSURMA Executive Committee
AOUIT = Auxiliary Organizations Unemployment Insurance Trust	AORMA LRP = AORMA Long Range Planning Meeting	EC LRP = EC Long Range Planning Meeting
MSLCTC = AORMA Member Services, Loss Control & Training Committee	AOA = CSU Auxiliary Organizations Association	BOD = CSURMA Board of Directors

**2014 CSURMA SERVICE CALENDAR AND
LONG RANGE ACTION PLAN**

ISSUE: The Program Administrator includes a copy of the current CSURMA Service Calendar and Long Range Action Plan in every agenda.

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

FISCAL IMPACT: None.

BACKGROUND: None.

PUBLICATION: None.

ATTACHMENT(S):

- a. 2014 CSURMA Service Calendar

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
JANUARY 2014				
01/02/14	FORM 700 - JPA ADMIN finalizes current year member listing	Alliant Staff		Completed
01/06/14	Statement of Facts – Roster of Public Agencies - file with State & County	Alliant Staff	Myron	Completed
01/07/14	Announce the new Vice Chair as well as open seats on the AORMA Committee	Nominations Committee		Completed
01/10/14	Form 700 - mail to BOD and Committee members – return deadline 03/21/14	Alliant Staff	Tevea	Completed
01/15/14	FORM 700 - JPA ADMIN sends Form 700 to CSURMA FILERS, including EC, BOD, AORMA, Standing Committees, and designated consultants, including identified Alliant personnel	Alliant Staff		Completed
01/31/14	Final premium / rate letter to all AORMA members	Alliant Staff		Completed
01/01/14	PC: Review all workers' compensation policies and procedures and recommend revisions as necessary.	Staff (Alliant)	Mimi Long	Completed
01/01/14	MSLCTC: Review loss runs and recommend three to five risk reduction grant project for FY 14/15	Staff	Mimi Long	Completed
01/01/14	MSLCTC: Announcement of AORMA Smartphone App at AoA Conference	AORMA Chair	Mimi Long	Terminated
01/01/14	MSLCTC: Preview on-line training platform and provide recommendation to the MSLCTC for future utilization.	AORMA Members	Mimi Long	On-Going
01/01/14	MSLCTC: Discuss the idea of contracting with an outside vendor who could audit an auxiliary's human resources and payroll procedures and practices	AOA HR Committee	Mimi Long	On-Going
01/31/14	PC: Notify AO's of their new premium allocation	Staff (Alliant)	Mimi Long	Completed
01/12/14	Executive Committee Meeting - Agenda Items	CSURMA Meeting	Alliant Staff	Completed
	<ul style="list-style-type: none"> CSU Trustee's Audit Update Underwriter Meetings Report Pollution Liability Insurance Coverage Program Administration Service Agreements Rating Plans Task Groups Adoption of Resolution No. 01-14-EC Amending CSURMA Conflict of Interest Code Schools Excess Liability Fund Excess Workers' Compensation Program Assessment Foreign Travel Software Training for Programs Involving Minors on Campus Executive Committee Nominations Service Provider Performance Survey Student Health Insurance Update on Concussive Injuries Initiatives Review of FY 2013/2014 CSURMA Long Range Planning Goals 2014 Long Range Planning Meeting Date, Location, and Agenda 			
FEBRUARY 2014				
02/01/14	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	Alliant Staff		Completed
02/02/14	PC: Review all workers' compensation policies and procedures and recommend approval to the AORMA Committee, with revisions as appropriate.	PC	Mimi Long	Completed
02/03/14	MSLCTC: Review grant project ideas for FY 14/15. Approve grant for FY 14/15	MSLCTC	Mimi Long	Project Revised
02/03/14	MSLCTC: Announce the formation of the Shoes for Crews program and distribute information to the AORMA members	Staff	Mimi Long	Completed
02/06/14	PC: Review revisions to the FY 14/15 MOC for the Property and Crime Programs	PC	Mimi Long	Completed
02/06/14	PC: Review alternative Liability member allocation formula (first review)	PC	Mimi Long	Completed
02/14/14	Send out watch list for the liability claims review on February 18, 2014	Liability TPA		Completed
02/15/14	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	Alliant Staff		Completed
02/17/14	Reminder - Form 700s to Board and Alternate Members	Alliant Staff	Tevea	Completed
02/18/14	AORMA liability claims review	Liability TPA		Completed
02/20/14	Send email to EC reminding of 03/20/14 meeting - Quorum	Alliant Staff	Myron	Completed
02/24/14	EC/EC LRP Agenda Prep meeting - agenda out 03/10/14	Alliant Staff	Myron	Completed
02/28/14	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 12/31	Alliant Staff		Completed
02/28/14	Schedule the AORMA workers' compensation claims audit (every even year)	Alliant Staff		Completed
02/28/14	Schedule the AORMA liability claims audit (every odd year)	Alliant Staff		N/A
02/03/14	MSLCTC Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	Completed
	<ul style="list-style-type: none"> 2014 MSLCTC Meeting Dates FY 14/15 Risk Reduction Matching Grant Projects AORMA Smart Phone Application Shoes for Crews Program Praesidium – Prevention and Management of Child Sexual Abuse in Higher Education On-Line Safety Training Approval to Reimburse Presenter, Elizabeth A. Larson, for her Travel Expenses to the AOA Conference Procedures and Practices Audit of the Auxiliary Organization's HR and Payroll Function 			

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
02/06/14	Programs Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	Completed
	Property Program Memorandum of Coverage Crime Program Memorandum of Coverage Workers' Compensation Program – Volunteer Claims Programs Committee Meeting Dates FY 15/16 Liability Program Member Allocation Formula			
MARCH 2014				
03/01/14	FORM 700 - Follow up No. 3 - JPA ADMIN follows up with FILER	Alliant Staff		Completed
03/01/14	Alliant begins contact with various contractors regarding renewal terms	Alliant Staff	Myron	Completed
03/01/14	AORMA Re-Insurance Renewal Specs	Alliant Staff		
03/01/14	AORMA Excess Workers' Compensation Renewal Specs	Alliant Staff		
03/01/14	AORMA ID Fraud Renewal Specs	Alliant Staff		
03/03/14	EC/EC LRP - Agenda Prep meeting - agenda out 03/10/14	Alliant Staff	Myron	Completed
03/10/14	EC/EC LRP - Mail agendas for 03/20/14 meeting	Alliant Staff	Myron	Completed
03/11/14	Prepare AORMA summary for AOA Executive Committee meeting on March 21, 2014	AORMA Chair/Alliant Staff		Completed
03/14/14	Completion of the claims audit of the Liability program (every odd-numbered year)	Liability Claims Auditor		N/A
03/15/14	FORM 700 - Follow up No. 4 - JPA ADMIN follows up with FILER, prepares status report for CSURMA EC review at Long Range Planning meeting	Alliant Staff		Completed
03/20/14	Forward slate of nominees to fill the open seats on the AORMA Committee to the AOA Executive Committee for review and comment	Alliant Staff		Completed
03/20/14	AORMA Committee Meeting			Completed
03/20/14	Executive Committee Meeting			Completed
03/21/14	Executive Committee Long Range Planning Meeting			Completed
03/21/14	Form 700's - receive from Board Members and Alternates	Alliant Staff	Tevea	Completed
03/31/14	Completion of the Form 700 – Statement of Economic Interest	BOD and Alliant Staff		Completed
03/31/14	Begin the claims audit of the Workers' Compensation program (every even-numbered year)	WC Claims Consultant		Completed
03/03/14	MSLCT Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	Completed
	FY 13/14 Risk Reduction Matching Grant Projects Procedures and Practices Audit of the Auxiliary Organization's HR and Payroll Function			
03/06/14	Programs Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	Completed
	Revisions to Policy and Procedure W-2 – Contribution Payments Revisions to Policy and Procedure W-3 – Requirement to Maintain Experience Modification Factor of 1.25 or Less Revisions to Policy and Procedure W-4 – Claims Handling Procedures and Guidelines Revisions to Policy and Procedure W-5 – Claims Settlement Authority Deletion of Policy and Procedure W-7 – Workers' Compensation Safety Program Award – Safety Superstar Revisions to Policy and Procedure W-8 – Workers' Compensation Program Payroll Reporting Responsibilities			
03/20/14	AORMA Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	Completed
	Alliant Loss Control Services Contract Review and Approval of FY 13/14 CSURMA Budget – Midterm Adjustments Review and Approval of FY 14/15 CSURMA Budget Chancellor's Office Services Budget Proposal for FY 14/15 Property Program Memorandum of Coverage Crime Program Memorandum of Coverage Liability Insurance Program Auxiliaries Multiple Employer Vebe Revisions to Policy and Procedure A-1 – Composition, Election and Term Limits Revisions to Policy and Procedure A-5 –Calendar of Reports, Audits, Filings and Reviews Revisions to Policy and Procedure A-6 - Risk Reduction Matching Grant Incentive Program Revisions to Policy and Procedure W-2 – Contribution Payments Revisions to Policy and Procedure W-3 – Requirement of Members to Maintain Experience Modification Factor of 1.25 or Less Revisions to Policy and Procedure W-4 – Claims Handling Procedures and Guidelines Revisions to Policy and Procedure W-5 – Workers' Compensation Coverage Claims Settlement Authority Workers' Compensation Program W-6 – Volunteer Claims Deletion of Policy and Procedure W-7 – Workers' Compensation Safety Program Award – Safety Superstar Revisions to Policy and Procedure W-8 – Workers' Compensation Program Payroll Reporting Responsibilities			

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
	Review of the Slate of Nominees for the AORMA Committee Delegation of the Authority to Renew Insurance Programs Review of Auxiliary Service Provider Report			
03/20/14	Executive Committee Meeting - Agenda Items	CSURMA Meeting	Alliant Staff	Completed
	Quarterly Financials (as of 12/31) - submit for approval		Myron	
	Quarterly Investment Reports (as of 12/31) - submit for approval		Myron	
	Claims Auditor - evaluate and consider RFP (Liability odd years / WC even years)		Rob	
	Service Provider Performance Evaluations - submit responses for review		Daniel	
	Chancellor's Office Services Budget Proposal for FY 2014/15		Rob	
	Appoint Campus Risk Pool Rating Plans Task Group every 3 years (2013, 2016, 2019)		Rob	
	Annual review of data security policies		Rob	
	Annual review of policies and procedures (Even & Odd Years)		Daniel	
	Appoint Nominating Committee		Myron	
	Annual review of applicable ICSUAM policies		Rob	
	Status of Form 700's to EC		Tevea	
03/21/14	CSURMA Executive Committee Long Range Planning Meeting	CSURMA Meeting	Alliant Staff	Completed
	Review of CSURMA 2013/2014 Long Range Action Plan			
	Campus Pooled Program Funding Status			
	Annual Review of the Data security policies			
	Annual Review of the Applicable ICSUAM policies			
	Workers Compensation Program: Claims Audit Presentation			
	Workers Compensation Program: Approval of Proposed Claims Closure Initiative			
	Workers Compensation Program: Evaluation of Restarting Primary Reinsurance Program			
	Rating Plans Task Groups: Campus Risk Pool			
	Rating Plans Task Groups: Student Programs			
	Review of Policies and Procedures No. 2. Resolution of Coverage and Claim Disputes			
	Review of Policies and Procedures No. 4. Periodic Actuarial Studies			
	Review of Policies and Procedures No. 6. Payment Terms			
	Review of Policies and Procedures No. 8. Coverage Determination For Claims Designated "Systemwide"			
	Review of Policies and Procedures No. 10. Member Loans			
	Review of Policies and Procedures No. 12. CSURMA Committee Members Attendance of Conferences Professional Development			
	Review of Policies and Procedures No. 14. Campus Risk Pool Dividends & Assessments			
	Review of Policies and Procedures No. 16. Use of CSURMA Equipment			
	Review of Policies and Procedures No. 18. Board of Directors Participation and Executive Committee Nominations and Elections Process			
	Review of Policies and Procedures No. 20. OCIP & BRIP			
	Emergency Services Consulting Presentation			
	Development of New Programs and Services: Consideration of Student Tenant Insurance Program (STIP)			
	Development of New Programs and Services: Student Health Insurance Program			
	Development of New Programs and Services: Unemployment Insurance Aggregate Stop Loss Coverage			
	Development of New Programs and Services: Coverage for Unmanned Aerial Vehicles			
	CSURMA Rolling OCIP Status Report			
	Service Provider Performance Evaluation of CSURMA Vendors			
	Development of CSURMA Goals for next 1 to 3 years			
APRIL 2014				
04/01/14	FORM 700 - JPA ADMIN sends all forms received to FPPC for processing	Alliant Staff		Completed
04/01/14	FORM 700 - Campus Risk Pool Administrator verifies Campus Primary and Alternate representative remain in place by contacting campus representatives (i.e. ensure no leave of absence, retirement, change in duties, etc.)	Alliant Staff		Completed
04/01/14	Send out ballot for AORMA Committee term beginning on July 1, 2014	Alliant Staff		Completed
04/01/14	Form 700's - file with FPPC	Alliant Staff	Tevea	Completed
04/04/14	Send out watch list for the liability claims review on April 8, 2014	Liability TPA		Completed
04/08/14	AORMA liability claims review	Liability TPA		Completed
04/09/14	Send email to BOD reminding of 05/09/14 meeting - quorum	Alliant Staff	Myron	Completed
04/14/14	EC & BOD Agenda Prep meeting - agenda out 04/29/14	Alliant Staff	Myron	Completed
04/15/14	Send annual renewal certificate spreadsheet to members - due 1 month	Alliant Staff	Van	
04/29/14	EC & BOD Mail Agendas for 05/09/14 meeting	Alliant Staff	Myron	Completed
04/30/14	Receive back all AORMA Committee ballots for the term beginning on July 1, 2014	Alliant Staff		Completed

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
04/10/14	PC: Review alternative Liability member allocation formula (second review)	PC	Mimi Long	Completed
04/03/14	Programs Committee Meeting - Agenda Items FY 15/16 Liability Program Member Allocation Formula	AORMA Meeting	Alliant Staff	Completed
04/07/14	MSLCT Committee Meeting - Agenda Items Policy and Procedure A-6 – Risk Reduction Matching Grant Incentive Program Alliant Risk Control Consulting Contract – July 1, 2013 to June 30, 2014 FY 14/17 Alliant Risk Control Consulting – Renewal Contract Proposal Employers Group – Renewal Contract TargetSolutions Contract / SkillsSoft Platform Praesidium, Inc. – Contract for Services Vendor Survey	AORMA Meeting	Alliant Staff	Completed
MAY 2014				
05/01/14	FORM 700 - Campus Risk Pool Administrator confirms replacement appointees with campus president, reports changes to JPA ADMIN, JPA ADMIN sends entering and leaving office notices to FILER, Campus Risk Pool Administrator conducts BOD orientation	Alliant Staff		
05/01/14	PC: Code all losses on the workers' compensation loss run @12/31/13 using the new WCIRB class code and AORMA class code.	Staff (Alliant)	Mimi Long	
05/01/14	AORMA PC Teleconference	Alliant Staff	Mimi Long	
05/08/14	AORMA Committee Meeting	Alliant Staff	Mimi Long	Completed
05/09/14	Executive Committee Meeting			
05/09/14	Board of Directors Meeting			
05/15/14	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	Alliant Staff		
05/15/14	Send Member Vehicle Schedule/APD Proposal for review	Alliant Staff	Hsan	
05/27/14	AORMA MSLCTC Teleconference	Alliant Staff	Mimi Long	
05/30/14	Send out appointment letters to the newly elected AORMA Committee members for the term beginning on July 1, 2014	AORMA Chair/Alliant Staff		
05/30/14	Send out appointment letters to the newly appointed AORMA Standing Committee Chairs for the term beginning on July 1, 2014	AORMA Chair/Alliant Staff		
05/30/14	Update the AORMA Committee and Standing Committee Org Chart for the term beginning July 1, 2014	Alliant Staff		
05/30/14	Update the AORMA Committee and Standing Committee Roster for the term beginning July 1, 2014	Alliant Staff		
05/30/14	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 3/31/14	Alliant Staff	Tevea Him	
05/01/14	Programs Committee Meeting - Agenda Items Discussion and Recommendation for New Programs Committee Chair for the Term of July 1, 2014 to July 1, 2015 FY 15/16 Liability Program Member Allocation Formula	AORMA Meeting	Alliant Staff	Completed
05/08/14	AORMA Committee Meeting - Agenda Items Alliant Risk Control Consulting Renewal Contract for FY 14/15 Employers Group Renewal Contract for FY 14/17 AORMA Committee Election Results Update of Excess Insurance Renewals Revisions to Policy and Procedure A-2 – Committee Roles and Responsibilities Revisions to Policy and Procedure UI-1 – Formula for Determining UIP Annual Deposit Vendor Survey Results	AORMA Meeting	Alliant Staff	Completed
05/09/14	Executive Committee Meeting - Agenda Items Quarterly Financials (as of 03/31) - submit for approval Quarterly Investment Reports (as of 03/31) - submit for approval Liability and WC Program Deposits - review 2014 revisions Program Administration Contract - submit for approval (as needed) Systemwide Risk Services Agreement WC Claims Administration Contract - submit for approval (as needed) Accounting Services MOU - submit for approval (as needed) Legal Services MOU - submit for approval (as needed) Conflict of Interest Code - submit for approval (even-numbered years) Insurance renewal delegation of authority Liability Memorandum of Coverage FY 2014/15 - submit for approval WC Memorandum of Coverage FY 2014/15 - submit for approval Annual Budget - submit for approval	CSURMA Meeting Alliant Staff Alliant Staff Alliant Staff Alliant Staff Risk Management Alliant Staff Risk Management Risk Management Alliant Staff Alliant Staff Alliant Staff Alliant Staff Alliant Staff Alliant Staff Alliant Staff Alliant Staff	Alliant Staff Myron Myron Rob Daniel Zachary Daniel Zachary Zachary Myron Daniel Rob Rob Rob	Completed

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
	2014 Nominating Committee - select and nominate	Alliant Staff	Daniel	
05/09/14	Board of Directors Meeting - Agenda Items	CSURMA Meeting	Alliant Staff	Completed
	Annual Budget - submit for adoption	Alliant Staff	Rob	
	Campus Risk Pool Final Funding Approval	Alliant Staff	Rob	
	Elections to Board of Directors	Alliant Staff	Daniel	
05/27/14	MSLCT Committee Meeting - Agenda Items	AORMA Meeting		Canceled
JUNE 2014				
06/01/14	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	Alliant Staff		
06/01/14	Club Sports Program - Request census information for renewal	Alliant Staff	Rob	
06/01/14	AOA EC Meeting: Send out AORMA Summary			
06/15/14	Begin preparation of CAJPA Standards review (2014 and every 3 years thereafter)	Alliant Staff	Myron	
06/25/14	Send COI to Certificate Holders and Members	Alliant Staff	Van	
06/05/14	AORMA PC Teleconference			
06/20/14	AOA EC Meeting - Long Beach			
06/26/14	AORMA PC Teleconference			
06/05/14	Programs Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	Completed
	Actuarial Proposal for Additional Scope of Services for FY 15/16 Liability Program			
	FY 15/16 Liability Program Member Allocation Formula – ISO Rating Comparison			
	AORMA Liability Program Memorandum of Coverage Revisions			
06/26/14	Programs Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	
JULY 2014				
07/01/14	FORM 700 - JPA ADMIN sends entering and leaving office notices to AORMA FILERS who will be taking office on AORMA and Standing Committees	Alliant Staff		
07/01/14	Send to CSU Accounting the approved dividends and allocation of program costs for invoicing	Alliant Staff		
07/01/14	Send renewal binders, invoices and summaries to members	Alliant Staff	Van	
07/01/14	Financial audit prep with KPMG	Alliant Staff / RM	Van	
07/04/14	Send out AORMA binder, insurance summary and invoice to all members	Alliant Staff		
07/05/14	Request a review of the claims activity within the UIP – claims activity variations of more than 10% above or below pricing levels used will resulting in a pricing adjustment	Alliant Staff		
07/05/14	Request Workers' Compensation and Liability loss runs @ 6/30 – Forward to Actuary	Alliant Staff		
07/07/14	Request Liability (EPL check register) for minimum EPL deductible calculation for upcoming fiscal year	Alliant Staff		
07/10/14	Submit June 30th claim data to actuaries	Alliant Staff	Rob	
07/14/14	FORM 700 - Follow up No. 1 - JPA ADMIN follows up with FILER	Alliant Staff		
07/15/14	Process the Liability and Workers' Compensation dividend checks and forward to Alliant for distribution	CSU Accounting		
07/15/14	AORMA Officers Retreat – Sonoma	AORMA Officers		
07/15/14	Final FY Payroll - request from Chancellor's Office	Alliant Staff	Rob	
07/21/14	FORM 700 - Follow up No. 2 - JPA ADMIN follows up with FILER	Alliant Staff		
07/21/14	Upon receipt of loss data begin semi-annual loss charts for RM meeting in October and to be sent to members	Alliant Staff	Rob	
07/25/14	AOA EC Meeting: Send out AORMA Summary	Alliant Staff	Mimi Long	
07/28/14	FORM 700 - FORMS DUE TO FPPC ON THIS DATE [ASSUMING/LEAVING]	Alliant Staff		
07/28/14	AORMA MSLCTC Teleconference	Alliant Staff	Mimi Long	
07/31/14	Distribute the Liability and Workers' Compensation dividend checks	Alliant Staff		
07/31/14	Survey legal counsel compensation and recommend to AORMA a fair and equitable maximum allowable hourly rate	Liability TPA		
07/31/14	Request final audited payroll from all Workers' Compensation program members for expired year	Alliant Staff		
07/31/14	Actuarial Study - receive draft and forward to RM	Alliant Staff	Rob	
07/31/14	AORMA PC Teleconference	Alliant Staff		
07/15/14	AORMA Officers Retreat - Agenda Items	AORMA Meeting	Alliant Staff	
	PC: Review alternative Liability member allocation formula			
07/28/14	MSLCT Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	
07/31/14	Programs Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
AUGUST 2014				
08/01/14	Completion of draft actuarial studies for Workers' Compensation and Liability programs	Actuary		
08/09/14	Send out watch list for the liability claims review	Liability TPA		
08/11/14	Send email to EC reminding of 09/12/14 meeting - Quorum	Alliant Staff	Myron	
08/11/14	EC Agenda Prep meeting - agenda out 09/02/14	Alliant Staff	Myron	
08/13/14	AORMA liability claims review	Liability TPA		
08/18/14	EC Agenda Prep meeting - agenda out 09/02/14	Alliant Staff	Myron	
08/31/14	Calculate each member's minimum EPL deductible for the upcoming program term	Alliant Staff		
08/31/14	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 6/30	Alliant Staff		
08/31/14	Complete Target Surplus Funding Report	Alliant Staff		
08/31/14	Completion of Financial Audit	CSU Accounting		
08/31/14	Calculate additional premium or return premium for each Workers' Compensation program member based on the audited payroll	Alliant Staff		
08/31/14	Complete CSURMA's portion of the Public Self-Insurer's Annual Report for CSURMA – then forward to Sedgwick for TPA completion	Alliant Staff		
08/15/14	AOA EC Meeting - San Diego	Alliant Staff	Mimi Long	
SEPTEMBER 2014				
09/01/14	Annual Report of Financial Transactions - start process	Alliant Staff / Accounting	Van	
09/01/14	Stewardship Report	Alliant Staff	Rob	
09/02/14	EC Mail Agenda for 09/12/14 meeting	Alliant Staff	Myron	
09/10/14	Completion of the AORMA UIP Financial Statement	Alliant Staff		
09/10/14	AORMA New Committee Member Orientation meeting	Alliant Staff	Mimi Long	
09/10/14	AORMA Long Range Plan meeting	Alliant Staff	Mimi Long	
09/11/14	AORMA Committee Meeting	Alliant Staff	Mimi Long	
09/12/14	Executive Committee Meeting			
09/15/14	Prepare invoices or checks for the Workers' Compensation payroll audit	CSU Accounting		
09/23/14	Completion of the Public Self-Insurer's Annual Report for CSURMA (must be filed with the state by Oct 1st.)	Sedgwick		
09/24/14	Send email to EC and BOD reminding of 10/24/14 meeting - Quorum	Alliant Staff	Myron	
09/29/14	AORMA MSLCTC Teleconference	Alliant Staff	Mimi Long	
09/30/14	Completion of Workers' Compensation payroll desk audits	Alliant Staff		
09/30/14	Send out invoices or checks for the Workers' Compensation payroll audit	Alliant Staff		
09/30/14	Completion of workers' compensation claims audit (every even year)			
09/30/14	Completion of the AORMA Committee (September Letter) updating all AORMA members on the funding and dividends approved for the upcoming fiscal year	Alliant Staff/AORMA Chair		
09/30/14	EC and BOD Agenda Prep meeting - agenda out 10/13/14	Alliant Staff	Myron	
09/11-13/14	CAJPA Fall Conference and Training Seminar			
N/A this year	Completion of Liability claims audit (every odd year)			
09/10/14	AORMA Committee Long Range Planning Meeting	AORMA Meeting	Alliant Staff	
	Introduction of new committee members			
	Review of current AORMA Long Range Action Plan			
	Recap of AORMA Officers Retreat			
	Review of loss ratio analysis (Liability and Workers' Compensation programs)			
	Review of historical premium and dividends			
	Review of Target Surplus Funding report			
	Review of AOA Conference sessions			
	AORMA Committee continuity plan			
	Development of the new Long Range Action Plan			
	Review of Estimated Fund Balance @ 6/30/13 – Workers' Compensation and Liability Programs			
	Review of Campus / Auxiliary Visit Schedule			
	Review Policy and Procedure review schedule			
09/11/14	AORMA Committee Meeting	AORMA Meeting	Alliant Staff	
	Review of Estimated Fund Balance @ 6/30 – Workers' Compensation and Liability Programs			
	Review and Acceptance of Liability Actuarial Study			
	Review and Acceptance of Workers' Compensation Actuarial Study			
	Review of Target Surplus Funding Report			
	Approval of Liability and Workers' Compensation dividend			
	Approval of Liability Insurance Program – Total Funding			
	Approval of Workers' Compensation Insurance Program – Total Funding			
	Approval of Property Insurance Program – Total Funding			

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
N/A this year	Approval of Crime Insurance Program – Total Funding Review of AORMA’s approved legal counsel list Approval of maximum allowable hourly rate for legal counsel Adoption of meeting calendar Approval of 2014 AOA Conference sponsorship Approval of AOA Conference attendees Approval of AORMA Annual Service Calendar Approval of liability claims audit (every odd year) Approval of Policy and Procedure Review Schedule Review and accept the workers’ compensation claims audit (every even year) Discuss TargetSolutions (on-line safety training) contract – three year contract expiring on June 30, 2015 Announce the appointment of the PC and MSLCTC Chair for the one year term beginning on July 1, 2014			
09/12/14	Exeuctive Committee Meeting - Agenda Items	CSURMA Meeting	Alliant Staff	
	Quarterly Financials (as of 06/30) - submit for approval	Alliant Staff	Myron	
	Quarterly Investment Reports (as of 06/30) - submit for approval	Alliant Staff	Myron	
	Review Financial Audit or DRAFT	Alliant Staff/Accounting	Myron	
	Review and approve actuarial studies	Alliant Staff	Rob	
	Campus Risk Pool Rates	Alliant Staff	Rob	
	Investment Policy	Alliant Staff	Daniel	
	PC: Review and approve modifications to the liability program member allocation formula.	Alliant Staff	Mimi Long	
09/29/14	MSLCT Committee Meeting - Agenda Items	AORMA Meeting	Alliant Staff	
OCTOBER 2014				
10/01/14	Request estimated Workers’ Compensation payroll	Alliant Staff		
10/01/14	Request completion of the Liability application	Alliant Staff		
10/01/14	Annual Report of Financial Transactions - File	Alliant Staff / Accounting	Van	
10/07/14	EC and BOD Agenda Prep meeting - agenda out 10/13/14	Alliant Staff	Rob	
10/13/14	EC and BOD Mail Agenda for 10/24/14 meeting	Alliant Staff	Myron	
10/15/14	Poll eligible AORMA Committee members to determine which members are willing to be nominated for the Vice Chair position	Nominations Committee		
10/23/14	AORMA Committee Meeting	Alliant Staff	Mimi Long	
10/24/14	Executive Committee Meeting			
10/24/14	Board of Directors Meeting			
10/31/14	Send out notification of minimum Employment Practices Liability deductibles	Alliant Staff/AORMA Chair		
10/23/14	AORMA Committee Meeting	AORMA Meeting	Alliant Staff	
	Approval of long range action plan			
	Vice Chair election will be held during the AORMA Committee meeting			
10/24/14	Exeuctive Committee Meeting - Agenda Items	CSURMA Meeting	Alliant Staff	
	Quarterly Financials (as of 09/30) - submit for approval	Alliant Staff	Myron	
	Quarterly Investment Reports (as of 09/30) - submit for approval	Alliant Staff	Myron	
	Financial Audit - review draft submission	Alliant Staff/Accounting	Myron	
	2015 Meeting Calendar - submit for approval	Alliant Staff	Myron	
	2015 Service Calendar - submit for approval	Alliant Staff	Myron	
	Student Travel Accident Insurance Renewal	Alliant Staff	Van	
	Claims Administration Audit (GL Odd years, WC even years) - submit for approval	Alliant Staff	Rob	
10/24/14	Board of Directors Meeting - Agenda Items	CSURMA Meeting	Alliant Staff	
	Quarterly Financials (as of 06/30 and 09/30) - submit for adoption	Alliant Staff	Myron	
	Quarterly Investment Reports (as of 06/30 and 09/30) - submit for adoption	Alliant Staff	Myron	
	Financial Audit - submit for adoption	Alliant Staff/Accounting	Myron	
	2015 Meeting Calendar - submit for adoption	Alliant Staff	Myron	
	2015 Service Calendar - submit for adoption	Alliant Staff	Myron	
	CAJPA review report (2014 and every 3 years thereafter)	Alliant Staff	Van	
NOVEMBER 2014				

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
11/01/14	Prepare AORMA summary for AOA Executive Committee meeting on November 15, 2014	AORMA Chair/Alliant Staff		
11/01/14	MSLCTC: Provide recommendation to the AORMA Committee regarding renewal of the current TargetSolutions contract or utilization of SkillSoft / LawRoom effective July 1, 2015.	MSLCTC	Mimi Long	
11/01/14	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)	Alliant Staff		
11/01/14	AOA EC Meeting: Send out AORMA Summary	Alliant Staff		
11/04/14	EC Agenda Prep meeting - agenda out 11/24/14	Alliant Staff	Myron	
11/07/14	Send out watch list for the liability claims review on November 12, 2014	Liability TPA		
11/11/14	EC Agenda Prep meeting - agenda out 11/24/14	Alliant Staff	Myron	
11/12/14	AORMA liability claims review	Liability TPA		
11/15/14	Send out Program Manuals	Alliant Staff		
11/17/14	AORMA MSLCTC Teleconference	Alliant Staff		
11/21/14	AOA EC Meeting - Pasadena	Alliant Staff		
11/24/14	EC Mail Agenda for 12/05/14 meeting	Alliant Staff	Myron	
11/28/14	Email program manual to members	Alliant Staff	Van	
11/28/14	Confirm BOD Member and Alternate on file	Alliant Staff	Myron	
11/28/14	Campus Risk Pool Deductible - Confirm (every 3 years - 2014, 2017, 2020)	Alliant Staff	Rob	
11/28/14	Confirm holdres of Campus Claims Settlement Authorities	Alliant Staff	Myron	
11/28/14	Send campus risk pool renewal budget	Alliant Staff	Rob	
11/30/14	Completion of the Liability and Workers' Compensation dividend allocation for distribution in July, 2014	Alliant Staff		
11/30/14	Completion of the Unemployment Insurance Program member allocation for FY 14/15	Alliant Staff		
11/30/14	Completion of the Liability program member allocation for FY 14/15	Alliant Staff		
11/30/14	Completion of the Workers' Compensation program member allocation for FY 14/15	Alliant Staff		
11/30/14	Completion of the Property program member allocation for FY 14/15	Alliant Staff		
11/30/14	Completion of the Crime program member allocation for FY 14/15	Alliant Staff		
11/30/14	Review volunteer losses within the Workers' Compensation program	Alliant Staff		
11/30/14	UIP - Process EDD Statement of Reimbursable Benefit Charges for the period ending 9/30/13	Alliant Staff		
11/17/14 MSLCT Committee Meeting (Teleconference)				
	Approval of meeting dates	AORMA Meeting	Alliant Staff	
	Approval of MSLCTC long range action plan			
DECEMBER 2014				
12/01/14	Send out member survey	Risk Management	Zachary	
12/04/14	AORMA Committee Meeting	Alliant Staff		
12/05/14	Executive Committee Meeting			
12/11/14	AORMA PC Teleconference	Alliant Staff		
12/15/14	FORM 700 - Campus Risk Pool Administrator sends revised Campus Primary and Alternate CSURMA BOD member listing to JPA ADMIN	Alliant Staff		
12/15/14	Property Schedules to Members for review - deadline 30 days	Alliant Staff	Van	
12/27/14	Prepare AORMA summary for AOA Executive Committee meeting on January 11, 2014	AORMA Chair/Alliant Staff		
12/30/14	Financial Audit - mail to Secretary of State and County of Official Address	Alliant Staff/Accounting	Myron	
12/04/14 AORMA Committee Meeting				
	Provide recommendation to the AORMA Committee regarding renewal of the current TargetSolutions contract or utilization of SkillSoft / LawRoom effective July 1, 2015.	AORMA Meeting	Alliant Staff	
12/05/14 Executive Committee Meeting - Agenda Items				
	Quarterly Financials (as of 09/30) - submit for approval????? Are these reviewed at the October meeting?	Alliant Staff	Myron	
	Quarterly Investment Reports (as of 09/30) - submit for approval????? Would this be reviewed at Oct meeting?	Alliant Staff	Myron	
	Annual review of Conflict of Interest Code	Alliant Staff	Myron	
	Claims Audit Report (GL odd years, WC even years) - review and provide recommendations to BOD	Alliant Staff	Rob	
12/11/14 Program Committee Meeting (Teleconference)				
	Review Workers' Compensation payroll desk audits	AORMA Meeting	Alliant Staff	
	Approval of meeting dates			
	Approval of PC long range action plan			
	Review of approved funding for the Liability, Workers' Compensation, Property and Crime programs			
	Review of the Liability and Workers' Compensation actuarial studies			

DATE	ACTION / RESPONSIBILITY	RESPONSIBLE ENTITY	LEAD	STATUS
	<ul style="list-style-type: none"> Review of the Target Surplus Funding report Approval of the minimum Employment Practices Liability deductibles Approval of the Liability and Workers' Compensation dividend allocation Approval of the Workers' Compensation AORMA class codes rates Approval of the Unemployment Insurance Program member allocation Approval of the Liability program member allocation Approval of the Workers' Compensation program member allocation Approval of the Property program member allocation Approval of the Crime program member allocation Review of all Workers' Compensation member's experience modification factors 			