

# Risk Management Policy

*Approved by the City Manager March 3, 2014*

## **Purpose**

The purpose of this policy is to establish guidelines for the City's Risk Management standards and programs in order to maximize public and employee safety and minimize potential risk exposure for the City.

## **Lead Responsibilities**

The City Manager shall have overall responsibility for the risk management program. The Risk Manager function is formally assigned to the Finance Director and includes responsibility for the identification, analysis, evaluation, and recommended alternative treatment of risks or loss for both on-going operations and for planning new undertakings. The Finance Director reports directly to the City Manager.

In day-to-day practice, the Risk Management Team is comprised of the Finance Director, the City Attorney, the Assistant to the City Manager/Human Resources (Safety Officer/Coordinator), the Human Resources Assistant, and the City Clerk, whose primary duties include the administration of the risk management programs and working with the Municipal Pooling Authority of Northern California (MPA) in addressing administration and claims.

Police Services are currently contracted with the County Sheriff's Office, and so the vast majority of Police Department risk management is administered pursuant to County Policies and the County's Risk Management Program. Civilian Staff in the Police Department are subject to the City's Risk Management Program.

## **Program Objectives**

The City of Oakley's Risk Management Program has the following general objectives:

### **A. *Risk Identification***

Identify all risk exposures through an inventory of the City's capital assets and

service liabilities, including city-owned properties, equipment, and rights of way, the review of City services provided to the public, and the review of contracts for service or construction.

**B. *Risk Analysis***

Determine the potential severity of liabilities associated with the risks identified by reviewing past loss experience for the City, statistics from other public agencies, guidelines published by professional risk management resources, by considering legislative and judicial actions, and through discussion with other resources, most notably staff from the MPA.

**C. *Risk Evaluation***

Consider methods or programs to address the challenge of minimizing the City's exposure to losses. Common techniques include:

1. Loss Reduction. Develop a City-wide Safety Committee to address the elimination of hazards or unsafe conditions or procedures through the development and implementation of an ongoing safety and accident prevention program.
2. Elimination and Avoidance. Review new City services and programs for risk or exposure and advise management of potential liability before implementation. Review agreements for proper hold harmless and subrogation clauses and adequate levels of insurance protection in order to avoid, reduce, spread, or abate associated risks.
3. Risk Retention. Determine the feasibility and adequacy of self-funding or self-insuring various risks including: liability, workers' compensation, property and vehicles, and employee health benefits, when potential losses will not create a serious adverse affect on the City's financial position. If deemed to be desirable and appropriate to retain more risk, establish appropriate internal service funds, establish adequate budgets to adequately fund both operating costs and loss reserves for each class of exposure or for the City as a whole, and devise an equitable means of sharing the financial burden of retained risks among the departments served.
4. Risk Transfer. Determine what areas and levels of insurance are necessary to protect the City. Insure potential losses too large or catastrophic to be safely retained. Review contracts to ensure that transfer of risk is supported by proper levels of insurance of the indemnitor naming the City, its officers, officials,

employees and volunteers as additional insured.

5. Spreading Risk. Join with other jurisdictions to pool similar risks through a common program; this broadens the financial capacity of the City to self-insure against large potential losses. (In Contra Costa County, the majority of the cities belong to the Municipal Pooling Authority of Northern California (MPA) to both pool risk and to benefit from sharing risk management and claims management resources.)

#### D. *Cost-Effective Risk Management*

The risk management program seeks to accomplish these objectives as cost effectively as possible. Total program costs include the sum of retained (self-insured) losses, safety and loss control expenses (staff time and resources used to manage risk reduction programs; and claims management costs including legal defense, adjusters, and outside consultants used when evaluating claims), insurance premiums and deductibles paid on claims against transferred risk, surety bonds, and risk management administration expenses.

#### E. *Ongoing Review*

This policy presumes the ongoing review of City services and risks as the City grows and evolves. Adjustments in strategy are to be expected, and all significant program recommendations are to be submitted to the City Manager for approval.

### Outline of Assignments

Assignments of responsibility are determined by the City Manager. Responsibilities for risk management related programs are currently assigned as follows, but may be changed at any time. Some Departments will develop procedures, forms, etc. to implement their assigned programs, and those procedures shall be incorporated into this City Policy by reference (i.e. playground safety and inspections).

#### 1. Assistant to the City Manager/Human Resources (Safety Officer/Coordinator)

- Oversee and coordinate the Worker's Compensation Program
- Represent the City on the Loss Control Committee of the MPA
- Administer the Injury and Illness Prevention Program (IIPP)
- Oversee and coordinate General Safety Programs, Establish City-wide Safety Committee; Oversee Safety Training
- Oversee and coordinate the Employer Liability Program
- Review and update Personnel Manual every year
- Enforce EEOC provisions

- Ensure the City has an ADA transition plan and budget for compliance
- Maintain a New Hire Checklist and review with new hires, as appropriate
- Consult with legal counsel on matters related to discipline of employees
- Responsible for all OSHA reporting (i.e. Form 300)

2. City Clerk's Office

- Receive and Process Liability Claims

3. Finance Department

- Represent the City on the MPA Board of Directors
- Monitor and review the City's loss histories and compare them to other MPA participants. Report to the City Manager and work with appropriate Department Directors to develop recommendations for improvement.
- Prepare and monitor recommended and actual program financing and expenditures

4. Finance Department and City Attorney

- Review all contracts, agreements, legal documents
- Review and provide periodic update of contract requirements
- Perform periodic reviews of Claims Outstanding Reports and develop claim reserves recommendations

5. City Attorney

- Provide Management/Oversight of all legal affairs related to claims
- Serve as General Counsel to all departments on risk management matters
- Provide legal counsel on matters related to employee discipline

6. City-wide Employee Safety Committee

- Responsible for keeping the City's Illness and Injury Prevention Program (IIPP) up-to-date and for making policy recommendations regarding the safety and health of City employees.
- Review all employee incident and accident reports and make recommendations
- Develop procedure for identifying workplace hazards, including regular inspections.
- Hold meetings at least quarterly, with minutes prepared of the proceedings.

## 7. All Line Departments/Employees

- Ensure all Requests for Proposals (RFPs) contain appropriate insurance requirements documentation in order for bidders to be fully aware of the City's requirements.
- Communicate with appropriate Risk Management Team members regarding risks or concerns that come to their attention.

### **Workplace Safety**

It is the City's policy to promote safety on the job. The health and well-being of its employees is foremost among the City's priorities. The City strives to attain the highest possible level of safety and respect for persons in all activities and operations. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. For this reason, all employees are required to follow common sense safety practices and correct or report any unsafe condition to their supervisor or Department Director.

### **Employee Responsibilities**

Each employee is expected to assist in maintaining safe working conditions. To this end, the City must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. Employees must report any unsafe conditions or potential hazards to a supervisor, their Department Director, or Assistant to the City Manager/Human Resources (Safety Officer/Coordinator) immediately; even if the employee believes the problem has been corrected. If an employee suspects a concealed danger is present on City premises, in a product, facility, piece of equipment, process, or business practice for which the City is responsible, it must be immediately brought to the attention of a supervisor, Department Director, or Assistant to the City Manager (Safety Officer/Coordinator).

All employees are responsible for following the City's workplace safety policies as outlined in the Personnel Manual, Model Safety Handbook, Injury and Illness Prevention Policy (IIPP), and Model Driver's Handbook.

### **Supervisor/Manager Responsibilities**

Supervisors must arrange for the correction of any unsafe condition or concealed danger immediately and should contact the Department Director as soon as possible. All unsafe conditions or safety issues must be reported to the

Assistant to the City Manager/Human Resources (Safety Officer/Coordinator), even if they have been corrected.

### **Rules and Guidelines**

Periodically, the City may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines since strict compliance will be expected. Failure to comply with the rules and guidelines regarding health and safety, or negligent work performance that endangers an employee's or another employee's health and safety will not be tolerated and will subject an employee to disciplinary action, up to and including termination.

### **Mandatory Reporting of Accidents and Injuries**

Any workplace injury, accident, or illness must be reported to a supervisor or Department Director, and the Assistant to the City Manager/Human Resources (Safety Officer/Coordinator) as soon as possible, regardless of the severity of the injury or accident.

### **Reporting Requirements**

If immediate medical attention is required the supervisor will assist the employee(s) in obtaining medical care by referring the employee to the City's designated occupational facility, unless the employee has designated a personal doctor.

If the injury is not a medical emergency, the supervisor will have the employee call the RN First Call service for on-the-job injuries before seeking treatment. The telephone number is **1-877-740-5017**. The supervisor shall also provide the employee with the State of California's Worker's Compensation Form (DWC-1).

The supervisor must complete the Accident Investigation Report and the State of California's Employers Report of Occupational Injury or Illness (Form 5020).

The required accident reporting forms can be found in Appendix A.

### **Reporting of Job-Related Injury**

An employee injured in the course of employment must report the accident **IMMEDIATELY** to her/his direct supervisor or Department Director and to the Assistant to the City Manager/Human Resources. The supervisor is responsible for promptly submitting a statement signed by the employee and providing all details of the accident or injury using the City's authorized form which is attached in Appendix A.

## **Claims Management**

1. Incidents which could potentially result in a claim against the City shall be reported immediately to an employee's Department Director, who shall inform the Assistant to the City Manager/Human Resources, City Manager, Finance Director, City Clerk, and/or City Attorney, as appropriate.
2. Any recommendation to the City Council for response or action on a claim shall be formulated by the City Manager and City Attorney, with consideration of any recommendation from the claims administrator at the MPA.

## **Appendices**

### Appendix A - Workers Comp Injury Reporting Forms

1. Form 5020
2. Accident Investigation Form
3. Workers' Compensation Claim Form (DWC1)

### Appendix B - City of Oakley Claim form

### Appendix C – City Standard Contractor Insurance Requirements:

- Contractor Insurance Requirements – Consulting Services
- Contractor Insurance Requirements - Construction totaling <\$100,000
- Contractor Insurance Requirements - Construction totaling >\$100,000

### Appendix D- Current Summary of Coverage via the MPA, including status of coverage endorsements.

This policy is meant to be implemented in conjunction with the City's Municipal Code, as well as other City policies, including but not limited to those accessible on the City's Human Resources password protected page including but not limited to:

- Safety Committee Policy Statement
- Personnel Manual
- Injury and Illness Prevention Program
- Emergency Action & Fire Prevention Plan

State of California <b>EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS</b>		Please complete in triplicate (type if possible) Mail two copies to:  Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers compensation benefits or payments is guilty of a felony.			OSHA CASE NO.  <input checked="" type="checkbox"/> FATALITY		
		California law requires employers to report within <b>five days</b> of knowledge every occupational injury or illness which results in lost time beyond the date of the incident <b>OR</b> requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within <b>five days</b> of knowledge an amended report indicating death. In addition, every serious injury, illness, or death must be <b>reported immediately</b> by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.					
E M P L O Y E R	1. FIRM NAME			Ia. Policy Number	Please do not use this column		
	2. MAILING ADDRESS: (Number, Street, City, Zip)			2a. Phone Number	CASE NUMBER		
	3. LOCATION if different from Mailing Address (Number, Street, City and Zip)			3a. Location Code	OWNERSHIP		
	4. NATURE OF BUSINESS; e.g.. Painting contractor, wholesale grocer, sawmill, hotel, etc.			5. State unemployment insurance acct.no			
6. TYPE OF EMPLOYER: Private      State      County      City      School District <input type="checkbox"/> Other Gov't, Specify: _____					INDUSTRY		
7. DATE OF INJURY / ONSET OF ILLNESS (mm/dd/yy)		8. TIME INJURY/ILLNESS OCCURRED ____ AM ____ PM		9. TIME EMPLOYEE BEGAN WORK ____ AM ____ PM	10. IF EMPLOYEE DIED, DATE OF DEATH (mm/dd/yy)	OCCUPATION	
11. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY? Yes      No		12. DATE LAST WORKED (mm/dd/yy)		13. DATE RETURNED TO WORK (mm/dd/yy)	14. IF STILL OFF WORK, CHECK THIS BOX:		
15. PAID FULL DAYS WAGES FOR DATE OF INJURY OR LAST DAY WORKED? Yes      No		16. SALARY BEING CONTINUED? Yes      No		17. DATE OF EMPLOYER'S KNOWLEDGE /NOTICE OF INJURY/ILLNESS (mm/dd/yy)	18. DATE EMPLOYEE WAS PROVIDED CLAIM FORM FORM (mm/dd/yy)	SEX	
19. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS if available, e.g.. Second degree burns on right arm, tendonitis on left elbow, lead poisoning							AGE
20. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number, Street, City, Zip)			20a. COUNTY		21. ON EMPLOYER'S PREMISES? Yes      No	DAILY HOURS	
22. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g.. Shipping department, machine shop.			23. Other Workers injured or ill in this event? Yes      No			DAYS PER WEEK	
24. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g.. Acetylene, welding torch, farm tractor, scaffold							
25. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g.. Welding seams of metal forms, loading boxes onto truck.							WEEKLY HOURS
26. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS. SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS, e.g.. Worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld, and burned right hand. USE SEPARATE SHEET IF NECESSARY							WEEKLY WAGE
							COUNTY
							NATURE OF INJURY
							PART OF BODY
ATTENTION This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14300.29 (b)(6)-(10) & 14300.35(b)(2)(E)2. Note: Shaded boxes indicate confidential employee information as listed in CCR Title 8 14300.35(b)(2)(E)2.							SOURCE
							EVENT
							SECONDARY SOURCE
E M P L O Y E R		35. OCCUPATION (Regular job title, NO initials, abbreviations or numbers)					
		37. EMPLOYEE USUALLY WORKS _____ hours per day, _____ days per week, _____ total weekly hours		37a. EMPLOYMENT STATUS regular, full-time      part-time temporary      seasonal		37b. UNDER WHAT CLASS CODE OF YOUR POLICY WHERE WAGES ASSIGNED	
38. GROSS WAGES/SALARY \$ _____ per _____		39. OTHER PAYMENTS NOT REPORTED AS WAGES/SALARY (e.g. tips, meals, overtime, bonuses, etc.)? Yes      No					
Completed By (type or print)		Signature & Title					Date (mm/dd/yy)
* Confidential information may be disclosed only to the employee, former employee, or their personal representative (CCR Title 8 14300.35), to others for the purpose of processing a workers' compensation or other insurance claim; and under certain circumstances to a public health or law enforcement agency or to a consultant hired by the employer (CCR Title 8 14300.30). CCR Title 8 14300.40 requires provision upon request to certain state and federal workplace safety agencies.							



Employee's Name:

Incident Date:

**INSTRUCTIONS TO THE SUPERVISOR – INVESTIGATION PROCEDURE**

- ⇒ Complete this report with full detail. Fax a completed copy to MPA at (925) 946-4183.
- ⇒ Return the original completed report to your Human Resources Department within 72 Hours of the day you first became aware of the injury or illness.
- ⇒ Conduct a walk through of the accident location as needed to gain an understanding of how the incident occurred.
- ⇒ Interview and get signed statements from the injured employee and witnesses at the scene, if appropriate. Use the attached EMPLOYEE/WITNESS ACCOUNT OF ACCIDENT form.
- ⇒ Take photographs or make a sketch of the accident scene as needed, and attach to report.
- ⇒ Ensure hazardous conditions are corrected immediately. Isolate and restrict access to accident-related equipment, areas, etc, as needed.
- ⇒ Develop appropriate corrective measures to prevent this incident from recurring, and list on this report.

**SUPERVISOR TO COMPLETE:**

1. Employee's usual shift:      to      (use 24 hour format, i.e. 6:00pm = 18:00)
2. Time employee started work on day of injury:
3. Time of accident/injury:
4. Extended shift/overtime on day of injury?       Yes       No
5. ROOT CAUSE ANALYSIS: Which of the following may have caused or were underlying factors that resulted in the incident? (Check all that apply)

**PEOPLE Factors**

<input type="checkbox"/> Employee Training / Instruction	<input type="checkbox"/> Operating without authority	<input type="checkbox"/> Correct tool not used
<input type="checkbox"/> Distraction, inattention	<input type="checkbox"/> Operating at unsafe speeds	<input type="checkbox"/> Improper Motivation
<input type="checkbox"/> Fatigue / Condition of Individuals	<input type="checkbox"/> Incorrect lifting, carrying	<input type="checkbox"/> Bypassing safety devices
<input type="checkbox"/> PPE not utilized	<input type="checkbox"/> Taking unsafe position / posture	<input type="checkbox"/> Combative Person / Actions of Others
<input type="checkbox"/> Staffing shortage	<input type="checkbox"/> Tool used improperly	<input type="checkbox"/> Other (list)

**EQUIPMENT, MATERIALS or ENVIRONMENT**

<input type="checkbox"/> Lighting too much / too little	<input type="checkbox"/> Proper tool not available	<input type="checkbox"/> HVAC / ventilation maintenance
<input type="checkbox"/> Guard / safety device missing	<input type="checkbox"/> Tools / equipment malfunction	<input type="checkbox"/> Motor Vehicle maintenance
<input type="checkbox"/> Unstable load/ Storage/ Congestion	<input type="checkbox"/> Inadequate work space	<input type="checkbox"/> Walking surface unsafe
<input type="checkbox"/> PPE unavailable	<input type="checkbox"/> Chemical Used (attach MSDS)	<input type="checkbox"/> Other (list)

**PROCESSES & PROCEDURES**

<input type="checkbox"/> No warning system	<input type="checkbox"/> S.O.P. not followed	<input type="checkbox"/> Inadequate Traffic Control
<input type="checkbox"/> No warning provided / posted	<input type="checkbox"/> S.O.P. contributed	<input type="checkbox"/> Operational tactics
<input type="checkbox"/> Spills, debris, housekeeping inadequate	<input type="checkbox"/> No procedure in place	<input type="checkbox"/> Other (list)



6. Do you agree with the Triage Description and Employee/Witness statements?  Yes  No

⇒ If not, please describe your understanding of the events that resulted in injury or occupational illness, including tasks assigned.

7. Were other employees also injured?  Yes  No

⇒ If YES, list names:

### Corrective Action

What action will be taken to prevent recurrences of this incident? (Check as many as necessary):

<input type="checkbox"/> Request ergonomic evaluation	<input type="checkbox"/> Install, replace, adjust guards	<input type="checkbox"/> Provide/monitor protective equip
<input type="checkbox"/> Train Staff	<input type="checkbox"/> Modify, replace tools, equipment	<input type="checkbox"/> Repair (explain below)
<input type="checkbox"/> Improve emergency system	<input type="checkbox"/> Provide inspections, observations	<input type="checkbox"/> Revise equipment, layout
<input type="checkbox"/> Improve housekeeping	<input type="checkbox"/> Personal Safety Coaching	<input type="checkbox"/> Review at roll call / staff mtg.
<input type="checkbox"/> Improve job orientation	<input type="checkbox"/> Develop, revise operating procedure	<input type="checkbox"/> No action taken/Other (explain below)

### Follow Up on Corrective Action

1. Specific Action taken:

a. Work or Purchase Order to correct condition?  Yes – Order #:  No

b. Operating procedure change?  Yes  No

⇒ If YES, description:

2. Other Comments – explain:

3. PHOTOGRAPHS OR SKETCH ATTACHED?  Yes  No

4. Employee/Witness statement(s) attached?  Yes  No

5. No Action Taken – explain:

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Supervisor's Name:

Supervisor's Signature: Date:

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Management Review – I have reviewed this report and its findings.

Division / Department Head: Date:



**Department:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

**Date/Time of Accident:** \_\_\_\_\_ / \_\_\_\_\_

**Location of Accident:** \_\_\_\_\_

**Accident Description** (explain in detail what you were doing immediately prior to the accident and then how you believe the accident happened):

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**Signature**

**Name(s) of Other Witness(s) to Accident:**

## 1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

## **ATTACH TO THE ACCIDENT INVESTIGATION REPORT**

Fax a copy of the completed report to Municipal Pooling Authority 925-946-4183.

# **Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility**

## **Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad**



If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

**Medical Care:** Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. There is a limit on some medical services.

**The Primary Treating Physician (PTP)** is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your predesignated doctor or medical group. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Different rules apply if your employer is using a Health Care Organization (HCO) or a Medical Provider Network (MPN). A MPN is a selected network of health care providers to provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after you file a claim form, your employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to be liable for up to \$10,000 in treatment until the claim is accepted or rejected.

**Disclosure of Medical Records:** After you make a claim for workers' compensation benefits, your medical records will not have the same level of privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

**Payment for Temporary Disability (Lost Wages):** If you can't work while you are recovering from a job injury or illness, for most injuries you will receive temporary disability payments for a limited period of time. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

**Return to Work:** To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may

Si Ud. se lesiona o se enferma, ya sea físicamente o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación de trabajadores. Se adjunta el formulario para presentar un reclamo de compensación de trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el administrador de reclamos, quien es responsable por el manejo de su reclamo, le notificará sobre su elegibilidad para beneficios.

Para presentar un reclamo, llene la sección del formulario designada para el "Empleado," guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador," le dará a Ud. una copia fechada, guardará una copia, y enviará una al administrador de reclamos. Los beneficios no pueden comenzar hasta que el administrador de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

**Atención Médica:** Su administrador de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Hay un límite para ciertos servicios médicos.

**El Médico Primario que le Atiende-Primary Treating Physician PTP** es el médico con la responsabilidad total para tratar su lesión o enfermedad. Generalmente, su empleador selecciona al PTP que Ud. verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico o grupo médico previamente designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es posible que Ud. pueda cambiar al médico de su preferencia. Hay reglas diferentes que se aplican cuando su empleador usa una Organización de Cuidado Médico (HCO) o una Red de Proveedores Médicos (MPN). Una MPN es una red de proveedores de asistencia médica seleccionados para dar tratamiento a los trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si su tratamiento es cubierto por una HCO o una MPN. Hable con su empleador para más información. Si su empleador no ha colocado un cartel describiendo sus derechos para la compensación de trabajadores, Ud. puede seleccionar a su propio médico inmediatamente.

Dentro de un día después de que Ud. Presente un formulario de reclamo, su empleador autorizará todo tratamiento médico de acuerdo con las pautas de tratamiento aplicables a la presunta lesión y será responsable por \$10,000 en tratamiento hasta que el reclamo sea aceptado o rechazado.

**Divulgación de Expedientes Médicos:** Despues de que Ud. presente un reclamo para beneficios de compensación de trabajadores, sus expedientes médicos no tendrán el mismo nivel de privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un juez de compensación de trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. solicita privacidad, es posible que el juez "selle" (mantenga privados) ciertos expedientes médicos.

**Pago por Incapacidad Temporal (Sueldos Perdidos):** Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal para la mayoría de las lesiones por un período limitado. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos

# **Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility**

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be temporary or may be extended depending on the nature of your injury or illness.

**Payment for Permanent Disability:** If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

**Supplemental Job Displacement Benefit (SJDB):** If you were injured after 1/1/04 and you have a permanent disability that prevents you from returning to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability.

**Death Benefits:** If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

**It is illegal for your employer** to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation (DWC), or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC website at [www.dwc.ca.gov](http://www.dwc.ca.gov).

**You can consult with an attorney.** Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at [www.californiaspecialist.org](http://www.californiaspecialist.org).

por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado una noche o no pueda trabajar durante más de 14 días.

**Regreso al Trabajo:** Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atienda, el administrador de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarte a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado u otro trabajo podría ser temporal o podría extenderse dependiendo de la índole de su lesión o enfermedad.

**Pago por Incapacidad Permanente:** Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

**Beneficio Suplementario por Desplazamiento de Trabajo:** Si Ud. Se lesionó después del 1/1/04 y tiene una incapacidad permanente que le impide regresar al trabajo dentro de 60 días después de que los pagos por incapacidad temporal terminen, y su empleador no ofrece un trabajo modificado o alternativo, es posible que usted reúna los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitos, el administrador de reclamos pagará los gastos hasta un máximo establecido por las leyes estatales basado en su porcentaje de incapacidad permanente.

**Beneficios por Muerte:** Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que viven en el hogar y que dependían económicamente del trabajador difunto.

**Es ilegal que su empleador** le castigue o despida, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. (El Código Laboral sección 132a.) De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

Ud. tiene derecho a no estar de acuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador de reclamos para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios del Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División Estatal de Compensación de Trabajadores (*Division of Workers' Compensation - DWC*) o puede escuchar información grabada, así como una lista de oficinas locales llamando al **(800) 736-7401**. Ud. también puede consultar con la página Web de la DWC en [www.dwc.ca.gov](http://www.dwc.ca.gov).

**Ud. puede consultar con un abogado.** La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un abogado, los honorarios serán tomados de algunos de sus beneficios. Para obtener nombres de abogados de compensación de trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, ó consulte con la página Web en [www.californiaspecialist.org](http://www.californiaspecialist.org).



**WORKERS' COMPENSATION CLAIM FORM (DWC 1)**

**Employee:** Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "**Employee's Temporary Receipt**" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at **(800) 736-7401**. An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

**Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.**

**PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)**

**Empleado:** Complete la sección "**Empleado**" y entregue la forma a su empleador. Quédese con la copia designada "**Recibo Temporal del Empleado**" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al **(800) 736-7401** para oír información gravada. En la hoja cubierta de esta forma está la explicación de los beneficios de compensación al trabajador.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

**Employee—complete this section and see note above      Empleado—complete esta sección y note la notación arriba.**

1. Name. *Nombre*. \_\_\_\_\_ Today's Date. *Fecha de Hoy*. \_\_\_\_\_
2. Home Address. *Dirección Residencial*. \_\_\_\_\_
3. City. *Ciudad*. \_\_\_\_\_ State. *Estado*. \_\_\_\_\_ Zip. *Código Postal*. \_\_\_\_\_
4. Date of Injury. *Fecha de la lesión (accidente)*. \_\_\_\_\_ Time of Injury. *Hora en que ocurrió*. \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente*. \_\_\_\_\_
  
6. Describe injury and part of body affected. *Describa la lesión y parte del cuerpo afectada*. \_\_\_\_\_
  
7. Social Security Number. *Número de Seguro Social del Empleado*. \_\_\_\_\_
8. Signature of employee. *Firma del empleado*. \_\_\_\_\_

**Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.**

9. Name of employer. *Nombre del empleador*. \_\_\_\_\_
10. Address. *Dirección*. \_\_\_\_\_
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente*. \_\_\_\_\_
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición*. \_\_\_\_\_
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador*. \_\_\_\_\_
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros*. \_\_\_\_\_
  
15. Insurance Policy Number. *El número de la póliza de Seguro*. \_\_\_\_\_
16. Signature of employer representative. *Firma del representante del empleador*. \_\_\_\_\_
17. Title. *Título*. \_\_\_\_\_ 18. Telephone. *Teléfono*. \_\_\_\_\_

**Employer:** You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within one working day of receipt of the form from the employee.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

Employer copy/Copia del Empleador       Employee copy/ Copia del Empleado

**Empleador:** Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.

**EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD**

Claims Administrator/Administrador de Reclamos       Temporary Receipt/Recibo del Empleador

# CLAIM PRESENTED TO THE CITY OF OAKLEY

Please read the instructions on the back before completing.

FORM 4.1

1. Claimant's Name: (Please Print)		Reserved for Filing Stamp
Claimant's Address:		
City, State, Zip:		
Day Phone: ( )	Eve: ( )	City Claim No.: _____ Police Report No.: _____
2. When did the damage or injury occur? Month: _____ Day: _____ Year: _____ Time: _____ a.m. or p.m.		
3. At which location did the damage or injury occur? _____		
4. a. What happened and why is the City responsible? _____		
b. Name and position of responsible City Employee(s), if known: _____		
5. What damage or injury occurred? _____		
6. Claim amount (only if less than \$10,000): If the amount exceeds \$10,000, please check the court for appropriate jurisdiction: <input type="checkbox"/> Municipal Court (claims up to \$25,000) <input type="checkbox"/> Superior Court (claims over \$25,000)		
7. How did you arrive at the amount claimed? Please attach documentation. _____		
8. I declare under penalty of perjury under the laws of the State of California that the following information is true and correct, and that this declaration was executed on _____, 20_____, at _____ CA.		
<i>Signature of Claimant or Representative</i>		
9. Official Notices and Correspondence <i>If represented by an insurance company or an attorney, please provide the information requested below:</i>		
Name and Capacity: (please print) _____		
Address: _____		
City, State, Zip: _____		
Daytime Phone: _____		Evening: _____

## **PRESENTING A CLAIM TO THE CITY OF OAKLEY**

- ⇒ PLEASE TYPE OR PRINT CLEARLY ALL OF THE INFORMATION REQUESTED ON THE CLAIM FORM.
- ⇒ YOU MUST COMPLETE EACH SECTION OR YOUR CLAIM MAY BE RETURNED TO YOU AS INSUFFICIENT.
- ⇒ THE FOLLOWING PROVIDES SPECIFIC INSTRUCTIONS FOR COMPLETING EACH SECTION OF THE CLAIM FORM.

1. **NAME AND MAILING ADDRESS OF CLAIMANT** – State the full name and mailing address of the person(s) claiming damage or injury. Please include a daytime and evening telephone number.
2. **WHEN DID THE DAMAGE OR INJURY OCCUR?** – State the exact month, date, year, and approximate time (if known) of the incident which caused the alleged damage/injury.

Under State law, claims relating to causes of action for personal injury, wrongful death, property damage, and crop damage must be presented to the City of Oakley no later than six months after the incident date. Please note that evidence of “presentation” includes a clear postmark date on an envelope, or a certification of personal service, or service by mail.

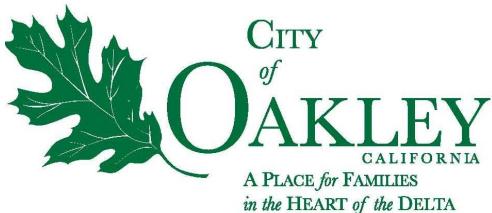
When filing a claim beyond the six-month period, you must explain the reason the claim was not filed within the six-month period. This explanation is called “**application for leave to present a late claim**”. In considering your claim, the City will first decide whether the late claim application should be granted or denied. (See Government Code Section 911.4 for the legally acceptable reasons a claim may be filed late.) Only if your late claim application is granted will the City then consider the merits of your claim.

Claims relating to any cause of action other than personal injury, wrongful death, property damage, and crop damage must be presented no later than one year after the incident date. (See Government Code Section 911.2).

3. **AT WHICH LOCATION DID THE DAMAGE OR INJURY OCCUR?** – Please include street address, city, county, intersection, etc. If possible, also include the Police Report number.
  4. **WHAT HAPPENED AND WHY IS THE CITY RESPONSIBLE?** – Please explain the circumstances that led to the alleged damage or injury. State all facts which support your claim with the City and why you believe the City is responsible for the alleged damage or injury. If known, identify the name of the City Department(s) and/or City employee(s) that allegedly caused the damage or injury.
  5. **WHAT DAMAGE OR INJURY OCCURRED?** – Provide in full a detailed description of the damage/injury that allegedly resulted from the incident. (What specific damage or injury do you claim resulted from the alleged actions?)
  6. **CLAIM AMOUNT:** - State the specific total dollar amount you are claiming as result of the alleged damage/injury. If damage/injury is continuing or is anticipated in the future, indicate with a “+” following the dollar figure if \$10,000 or under. If the total dollar amount is unspecified or exceeds \$10,000, designate the appropriate court jurisdiction for the claim.
  7. **HOW DID YOU ARRIVE AT THE AMOUNT CLAIMED?** – Provide a breakdown of how the total amount that you are claiming was computed. You may declare expenses incurred and/or future anticipated expenses. If you have supporting documentation (i.e., bills, payment receipts, cost estimates) please attach copies of them to your claim.
  8. **SIGNATURE:** - The claim must be signed by the claimant or by the attorney/representative of the claimant. The City will not accept the claim without a proper signature. Government Code Section 910.2 provides: “The claim shall be signed by the claimant or by some person on his/her behalf.”
  9. **OFFICIAL NOTICES AND CORRESPONDENCE** - Provide the name and mailing address of the person to whom all official notices and other correspondence from the City should be sent, only if other than claimant. Please provide telephone numbers for the representative, if applicable.
- ⇒ SUBMIT COMPLETED AND RELATED DOCUMENTATION TO: The City Clerk of the City of Oakley. Personal service of claims can be accomplished during regular City business hours (8:30 a.m. – 5:00 p.m.), Monday through Friday (excluding City holidays).
- ⇒ If you wish to receive a stamped copy of your claim, return the form to the City Clerk with a cover letter along with a stamped, self addressed envelope informing the City of your request.
- ⇒ You will receive a letter from the Risk Management Office indicating your claim has been received and is being investigated. You will receive an explanation of the investigation results within 45 days in most instances.

If, after reading these instructions, you have questions or need additional information regarding the filing of a claim with the City Clerk of Oakley, please contact the City Clerk's staff at (925) 625-7000.

**THANK YOU!**



## Specific Insurance Requirements and Required Policy Limits

### PROFESSIONAL SERVICES CONTRACTS:

Including, but not limited to architects, engineers, consultants, counselors, attorneys and accountants.

Consultant shall procure and maintain for the duration of its contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

#### Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects and Engineers coverage shall be endorsed to include contractual liability.

#### Minimum limits of insurance

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately for this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$2,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

#### Other insurance provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of consultant; or automobiles owned, leased, hired or borrowed by the consultant.
2. For any claims related to this project, the consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

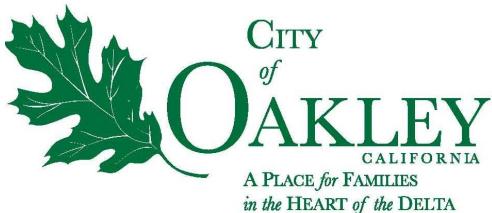
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Consultants shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.



## Specific Insurance Requirements and Required Policy Limits

### CONSTRUCTION CONTRACTS:

#### Projects Totaling Less than \$100,000

Contractor shall procure and maintain for the duration of its contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

#### Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

#### Minimum limits of insurance

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately for this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$4,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Other insurance provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of contractor; or automobiles owned, leased, hired or borrowed by the contractor.
2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

**Waiver of Subrogation:** The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

**Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Acceptability of Insurers**

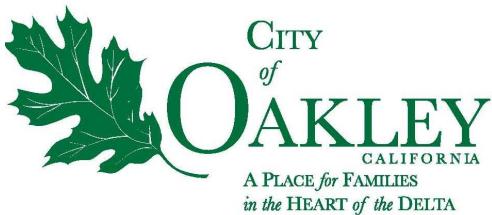
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

**Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.



## Specific Insurance Requirements and Required Policy Limits

### CONSTRUCTION CONTRACTS:

#### Projects Totaling \$100,000 or More

Contractor shall procure and maintain for the duration of its contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors in types and amounts at least equal to those required under the CA Department of Transportation Standard Specifications (2006). Those requirements are generally spelled out below. Refer to the actual specifications for more precise coverage requirements.

#### Minimum scope of coverage

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

#### Minimum limits of insurance

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately for this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$4,000,000).
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Umbrella Policy: \$15,000,000 per occurrence for any and all liability claims.

#### Other insurance provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations as performed by or on behalf of contractor; or automobiles owned, leased, hired or borrowed by the contractor.
2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

**Waiver of Subrogation:** The Workers' Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

**Deductibles and Self-Insurance Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing by the City.

**Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

# MPA

CAO/RISK MANAGER:  
*Jake O'Malley*

	Primary Coverage: MPA
Liability <i>Program Manager: Rick Buys Liability Claim Manager</i>	Excess Coverage: CARMA
	Employment Coverage: ERMA
	Primary Coverage: MPA
Workers' Compensation <i>Program Manager: Janet Selby Workers' Compensaiton Claims Manager</i>	Excess Coverage: CSAC-EIA
	Work Alternative Program : MPA <i>(Work Comp Coverage Only)</i>
	Property: PEPIP
	Vehicle: MPA
	Crime: ALLIANT
	Wellness: MPA
Other Programs <i>Program Manager: Teri Pacioni Administrative Services Manager</i>	EAP: CSAC-EIA
	Work Alternative Program: MPA
	Basic Life and AD&D: STANDARD
	Short Term Disability: MPA Long Term Disability: STANDARD
	Certificates of Insurance, <i>all coverages</i> : MPA
	MPA Human Resources and Payroll: MPA

# MUNICIPAL POOLING AUTHORITY

CONTACT INFORMATION	MANAGEMENT TEAM
<p>1911 San Miguel Drive Walnut Creek, CA 94596 Phone: 925.943.1100 Main Fax: 925.946.4183</p>	<p>Risk Manager/CAO Liability Claims Manager Workers' Comp Claims Manager Administrative Services Manager</p> <p><a href="mailto:jomalley@mpa-nc.com">jomalley@mpa-nc.com</a>  <a href="mailto:rbuys@mpa-nc.com">rbuys@mpa-nc.com</a>  <a href="mailto:jselby@mpa-nc.com">jselby@mpa-nc.com</a>  <a href="mailto:tpacioni@mpa-nc.com">tpacioni@mpa-nc.com</a></p>

SERVICES	CONTACT	EXT#	DIRECT #	EMAIL
<b>General and Administrative</b>				
<b>RISK MANAGEMENT SERVICES:</b> Insurance requirements, risk transfer, risk analysis	Jake O'Malley	160	<b>925-482-0016</b>	<a href="mailto:jomalley@mpa-nc.com">jomalley@mpa-nc.com</a>
<b>ADMINISTRATIVE SERVICES:</b> Technical and administrative info; premium calculations; Certificates of Insurance, changes to existing coverage, employee benefits, Webmaster, property/vehicle updates, wellness information	Teri Pacioni	220	<b>925-482-0001</b>	<a href="mailto:tpacioni@mpa-nc.com">tpacioni@mpa-nc.com</a>
<b>ACCOUNTING:</b> All accounting transactions, general payment, bills, invoice questions.	Karol McCarty	250	<b>925-482-0009</b>	<a href="mailto:kmccarty@mpa-nc.com">kmccarty@mpa-nc.com</a>
<b>EXECUTIVE ASSISTANT:</b> Support Risk Manager; prepare Board agendas; Liability claims processing & payments; payroll; PERS reporting; general A/P; office and facilities management; vehicle damage claims adjusting, settlement & subrogation.	Sally Chin	210	<b>925-482-0002</b>	<a href="mailto:schin@mpa-nc.com">schin@mpa-nc.com</a>
<b>OFFICE ADMINISTRATIVE SUPPORT:</b> Support Administrative Services Manager; processing incoming mail; supports liability, workers' compensation & accounting department.	Emily Dalske	240	<b>925-482-0003</b>	<a href="mailto:edalske@mpa-nc.com">edalske@mpa-nc.com</a>
<b>Liability</b>				
<b>LIABILITY ADMINISTRATION:</b> Supervision of liability program/staff, coordinates defense of lawsuits against members, supervises vehicle damage program, chairs the liability coverage committee	Rick Buys	120	<b>925-482-0004</b>	<a href="mailto:rbuys@mpa-nc.com">rbuys@mpa-nc.com</a>
<b>LIABILITY ADJUSTING:</b> Claim investigation and settlement/disposition recommendations, subrogation recovery issues, advice for members on liability cases or issues.	Tony Allenza Melene Maxfield	110 150	<b>925-482-0005</b> <b>925-482-0006</b>	<a href="mailto:aallenza@mpa-nc.com">aallenza@mpa-nc.com</a> <a href="mailto:mmaxfield@mpa-nc.com">mmaxfield@mpa-nc.com</a>
<b>Workers' Comp</b>				
<b>WORKERS' COMP MANAGER:</b> Supervision of the workers' comp program/staff, litigation, investigation, and medical evaluations.	Janet Selby	130	<b>925-482-0010</b>	<a href="mailto:jselby@mpa-nc.com">jselby@mpa-nc.com</a>
<b>WORKERS' COMP EXAMINER III:</b> Administration of workers' comp claims and benefits.	Lisa Poirier	200	<b>925-482-0011</b>	<a href="mailto:lpoirier@mpa-nc.com">lpoirier@mpa-nc.com</a>
<b>WORKERS' COMP EXAMINER III:</b> Administration of workers' comp claims and benefits.	Sue Lamberts	290	<b>925-482-0012</b>	<a href="mailto:slamberts@mpa-nc.com">slamberts@mpa-nc.com</a>
<b>WORKERS' COMP EXAMINER II:</b> Administration of workers' comp claims and benefits.	Melissa Peebles	320	<b>925-482-0018</b>	<a href="mailto:mpeebles@mpa-nc.com">mpeebles@mpa-nc.com</a>
<b>WORKERS' COMP CLAIMS CLERK:</b> New claim set up and processing of payments.	Marylù Irizarry	100	<b>925-482-0014</b>	<a href="mailto:mirizarry@mpa-nc.com">mirizarry@mpa-nc.com</a>
<b>WORKERS' COMP CLAIMS ASSISTANT:</b> Assists workers' compensation examiners; benefit payments and notices.	Desiree Ruiz	270	<b>925-482-0013</b>	<a href="mailto:druiz@mpa-nc.com">druiz@mpa-nc.com</a>
<b>Risk Control</b>				
<b>RISK CONTROL:</b> Safety program coordination, loss prevention coordination, ergonomic evaluations.	Carol Barake	180	<b>925-482-0007</b>	
<b>RISK CONTROL:</b> Supports loss prevention activities, including but not limited to newsletter writing, editing, distribution of <i>Risky Business &amp; Safety Bulletin</i> ; training coordinator; video library management; Webmaster	Dixie Sala	280	<b>925-482-0008</b>	<a href="mailto:dsala@mpa-nc.com">dsala@mpa-nc.com</a>
<b>WELLNESS PROGRAM:</b> Coordination of the <i>Cities Heart @ Work</i> wellness events				

# Program Description

## LIABILITY

The Liability program was established in 1978 and provides coverage for bodily injury, property damage, personal injury, errors and omissions, and employment practices. Claims are administered in-house. The pooled coverage limit, per occurrence, is \$1,000,000 with excess coverage to \$29 million, through a combination of pooling and reinsurance. Highlights of the program are:

- ▶ Eighteen of our 19 members participate in the pool.
- ▶ Member deductibles range from \$5,000 to \$100,000
- ▶ MPA provides \$1 million in primary coverage, including the member's deductible.
- ▶ CARMA excess pool provides \$28 million excess of \$1 million.
- ▶ ERMA pool provides \$2 million in coverage, including the member's deductible of \$50,000 or \$100,000 for employment claims.
- ▶ Funding is based upon rates established by MPA's Board of Directors.

## WORKERS' COMPENSATION

The Workers' Compensation program was established in 1978 and provides coverage for Workers' Compensation and Employers Liability claims. Claims are administered in-house. The pooled coverage limit is \$500,000 with excess coverage to Statutory limits and employers' liability to \$5 million, through a combination of pooling and reinsurance. Highlights of the program are:

- ▶ Eighteen of our 19 members participate in the pool.
- ▶ Members share exposures within a \$500,000 per occurrence self-insured retention (SIR), with excess losses covered by participation in the CSAC Excess Insurance Authority.
- ▶ Funding is based upon rates established by MPA's Board of Directors.

## WORKERS' COMPENSATION – WORK ALTERNATIVE PROGRAM (WAP)

The program provides workers' compensation coverage to members who utilize workers through Contra Costa County's Work Alternative Program. The above limits apply.

# Program Description

## PROPERTY

The Property program was established in 1978 and provides all-risk, boiler and machinery and DIC (earthquake and flood) coverage insured through the Alliant Insurance Services PEPIP program. Highlights of the program are:

- ▶ Eighteen of our 19 members participate.
- ▶ All-Risk policy provides replacement cost coverage for all buildings and contents, subject to a \$25,000 deductible including copper claims and \$150,000 deductible for water intrusion claims. The policy limit is \$1 billion.
- ▶ Boiler and Machinery covers all properties with a policy limit of \$100 million, subject to a \$5,000 deductible.
- ▶ The DIC policy covers all properties for flood with a policy limit of \$25 million and a \$100,000 minimum deductible per occurrence, except Zone A and V, which are subject to a \$250,000 deductible per occurrence
- ▶ Members currently purchase earthquake insurance directly through Alliant, MPA's property broker.
- ▶ Rates are established by Alliant Insurance Services.

## VEHICLE

The Vehicle program was established in 1991 and provides comprehensive and collision coverage for licensed vehicles and attached equipment owned and/or leased by the member. The pooled limit of coverage is \$250,000, and vehicles are insured for 'actual cash value'. The program covers claim payments and administrative costs, while maintaining target equity of \$425,000. Highlights of the program are:

- ▶ Eighteen of our 19 members participate.
- ▶ Deductibles are as follows:
  - Police department vehicles    \$3,000
  - All Other vehicles                \$2,000
- ▶ Funding is based upon rates established by the MPA's Board of Directors.

# Program Description

## SHORT TERM – LONG TERM DISABILITY

The disability program was established in 2003 and provides short term and long-term disability coverage. The short-term disability program is self-funded and covers claim payments and administrative costs for the first 90 days of disability, less the employer's waiting period. The long-term disability program is fully insured and covers disabilities going beyond the 90-day period. Highlights of the program are:

- ▶ Thirteen of our 19 members participate.
- ▶ Funding is based upon rates established by the MPA's Board of Directors and the long-term disability carrier.

## LIFE AND AD&D

The Life and AD&D program was established in 1983 and provides Basic Life and AD&D coverage. In 1993, the coverage was converted to a fully insured program. Highlights of the program are:

- ▶ Fourteen of our 19 members participate.
- ▶ The life insurance carrier establishes rates.

## DENTAL

The Dental program was established in 1983 and provides Dental coverage. In 1994, the coverage was converted to a fully insured program. Highlights of the program are:

- ▶ Twelve of our 19 members participate.
- ▶ The Dental Trust establishes rates.
- ▶ Coverage varies by participating member.
- ▶ The program maintains no equity; members' pay premiums directly to the Trust.

## EAP

The EAP program was established in 2000 and provides employees assistance with various issues. Highlights of the program are:

- ▶ Fifteen of our 19 members participate.
- ▶ The EAP provider establishes rates.
- ▶ Coverage includes 8 visits per family member per issue.
- ▶ The program maintains no equity; members' pay premiums directly to the provider.

# Program Description

## WELLNESS

The Wellness program was established in 1995 and provides education to the members' employees on health related issues and annual screenings for various health related risks. Highlights of the program are:

- ▶ Fifteen of our 19 members participate.
- ▶ Funding is based upon rates established by the MPA's Board of Directors.
- ▶ Annual screenings, fitness risk assessment & program, annual walk and lunch event, CPR training, Fall Fitness activities or brown bag seminars, and Regional Health and Safety Fairs.

## LOSS CONTROL

The Loss Control program was in-house for the past ten years. Commencing in 2013, MPA has outsourced services to Willis for a one-year term. All services remain the same and are highlighted below:

- ▶ All of our 19 members participate.
- ▶ Funding is through an expense allocation between the Liability and Workers' Compensation program.
- ▶ Loss Control Committee, RMTAC Committee, GAP Analysis program, WOSH Specialist training, Model Safety programs, Regional Safety Workshops, Law Enforcement Accident Prevention programs, In-house Video Training Library, Web-based Training, *Risky Business* Newsletter, and Ergonomic Evaluations.

# MUNICIPAL POOLING AUTHORITY: SUMMARY OF INSURANCE COVERAGES

**July 1, 2013 to July 1, 2014**

**PROPERTY PROGRAM: ALL RISK FIRE & PROPERTY INCLUDING FLOOD, EARTHQUAKE BY REQUEST**  
*(All members participate for all risk and flood, except for Pacific; some cities participate for earthquake)*

LAYER	COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
\$25,000	City			
\$25,000 to \$1,000,000,000				
Subject to applicable sublimits				
<b>\$2,500,000 Primary</b>				
<b>100% of \$22,500,000 excess of</b>				
<b>\$2,500,000</b>				
Lexington Insurance Company		100%	017471589/01	7/1/13-7/1/14
Underwriters at Lloyds-Syndicate –UB 4472		80.0000%	01660422/01	7/1/13-7/1/14
Underwriters at Lloyds-Syndicate –KLN 510		3.2259%	P133647	7/1/13-7/1/14
Underwriters at Lloyds-Syndicate –ASC 1414		3.2258%	P133647	7/1/13-7/1/14
Underwriters at Lloyds-Syndicate –QBE 1886		3.2258%	P133647	7/1/13-7/1/14
Underwriters at Lloyds-Syndicate –SJC-2003		3.2258%	P133647	7/1/13-7/1/14
Underwriters at Lloyds-Syndicate –TAL 1183		1.2903%	P133647	7/1/13-7/1/14
Underwriters at Lloyds-Syndicate –MSP 318		1.2903%	P133647	7/1/13-7/1/14
Underwriters at Lloyds-Syndicate-CNP 4444		1.2903%	P133647	7/1/13-7/1/14
<b>Subtotal</b>		<b>100.00%</b>		<b>McLarens Young</b>
<b>60% of 25,000,000 excess of</b>				
<b>\$25,000,000</b>				
Liberty Syndicate Management Limited (Liberty 4472)		9.5082%	P132696	7/1/13-7/1/14
Axis Specialty Europe E DBA Axis Specialty London		11.0000%	P132696	7/1/13-7/1/14
R.J. Kiln & Co. Limited (Kiln Combined Syndicate 510)		9.5082%	P132696	7/1/13-7/1/14
Lloyd's Syndicate BRT 2987		0.9508%	P132696	7/1/13-7/1/14
Lloyd's Syndicate APL 1969		4.2787%	P132696	7/1/13-7/1/14
MKL 3000		4.7541%	P132696	7/1/13-7/1/14
Ascot Underwriting Limited (ASC 1414)		20.0000%	P132758	7/1/13-7/1/14
Liberty Syndicate Management Limited (Liberty 4472)		9.5082%	P132696	7/1/13-7/1/14
<b>Subtotal</b>		<b>60.00%</b>		<b>Same</b>
<b>40% of \$100,000,000 excess of</b>				
<b>\$25,000,000</b>				
Axis Surplus Insurance Company		25.0000%	EAF727746-13	7/1/13-7/1/14
Essex Insurance Company		5.0000%	EPEP10168	7/1/13-7/1/14
Liberty Surplus Insurance Corporation		10.0000%	LIUESP00244591	7/1/13-7/1/14
<b>Subtotal</b>		<b>40.00%</b>		<b>Same</b>
<b>15% of \$37,500,000 excess of</b>				
<b>\$50,000,000</b>				
Ironshore Specialty Insurance Company		15.00%	000517204	7/1/13-7/1/14
<b>Subtotal</b>		<b>15.00%</b>		<b>Same</b>

**PROPERTY PROGRAM: ALL RISK FIRE & PROPERTY INCLUDING FLOOD: EARTHQUAKE BY REQUEST (continued...)**  
*(All members participate for all risk and flood, except for Pacific; some cities participate for earthquake)*

<b>15% of \$37,500,000 excess of \$87,500,000</b>	Axis Specialty Europe SA DBA Axis Specialty London <b>Subtotal</b>	15.00% <b>15.00%</b>	P132716 7/1/13-7/1/14	Same
<b>8% of \$50,000,000 excess of \$50,000,000</b>	Underwriters at Lloyds – #609 AUW Underwriters at Lloyds – #2987 BRT <b>Subtotal</b>	7.00% 1.00% <b>8.00%</b>	P132711 P133297 7/1/13-7/1/14 7/1/13-7/1/14	Same Same Same
<b>12% of \$75,000,000 excess of \$50,000,000</b>	Underwriters at Lloyds-Syndicate #4472 Underwriters at Lloyds-Syndicate #1414 Underwriters at Lloyds-Syndicate #2987 <b>Subtotal</b>	5.00% 5.00% 2.00% <b>12.00%</b>	P132696 P132696 P132696 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14	Same Same Same
<b>25% of \$75,000,000 excess of \$50,000,000</b>	Arch Specialty Insurance Company Ironshore Specialty Insurance Company Maxum Indemnity Company <b>Subtotal</b>	15.00% 4.00% 6.00% <b>25.00%</b>	ESP7300330-00 000517504 MSP €016153-03 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14	Same Same Same
<b>8% of \$25,000,000 excess of \$100,000,000</b>	Underwriters at Lloyds-Syndicate #3000 (Markel) <b>Subtotal</b>	8.00% <b>8.00%</b>	P133296 7/1/13-7/1/14	Same
<b>100% of \$75,000,000 excess of \$125,000,000</b>	Liberty Syndicate Management Limited (Liberty 4472) Ascot Underwriting Limited (RTH 1414) APL 1969 ACE European Group Ltd. Ta/a Ace Global Markets JUD 5820 Axis Specialty Europe SE DBA Axis Specialty London Underwriters at Lloyds – Syndicate #1183 Axis Specialty Europe SE DBA Axis Specialty London AMA 1200 Global Excess Partners – Lloyd's of London (100% ANV 1861) Lexington Insurance Company <b>Subtotal</b>	3.3300% 7.5000% 2.3740% 11.6600% 1.9763% 15.0000% 0.7913% 5.0000% 2.3684% 6.6700% 43.3300% <b>100.00%</b>	P132696 P132696 P132696 P123310 P13250 P132696 P132715 P132744 GEP 3237 01160462/01 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14	Same Same Same Same Same Same Same Same Same Same Same Same
<b>100% of \$50,000,000 excess of \$200,000,000</b>	Lexington Insurance Company Liberty Surplus Insurance Corporation Ironshore Specialty Insurance Company <b>Subtotal</b>	60.0000% 30.0000% 10.0000% <b>100.0000%</b>	011660485 LIUESP00354875 001703500 7/1/13-7/1/14 7/1/13-7/1/14 7/1/13-7/1/14	Same Same Same

**PROPERTY PROGRAM: ALL RISK FIRE & PROPERTY INCLUDING FLOOD: EARTHQUAKE BY REQUEST (continued...)**

*(All members participate for all risk and flood, except for Pacifica; some cities participate for earthquake)*

100% of \$25,000,000 excess of \$250,000,000	Lexington Insurance Company	100.000%	011465906	7/1/13-7/1/14	Same
	<b>Subtotal</b>	<b>100.000%</b>			
100% of \$125,000,000 excess of \$275,000,000	Underwriters at Lloyds – Syndicate #510 (Kln)	16.1029%	P132696	7/1/13-7/1/14	Same
	Liberty Syndicate Management Limited (Liberty 4472)	0.2684%	P132696	7/1/13-7/1/14	Same
	Ascot Underwriting Agencies Limited (RTH 1414)	7.6000%	P132696	7/1/13-7/1/14	Same
	Ace Underwriting Agencies Limited (#2488)	17.5000%	P132696	7/1/13-7/1/14	Same
	QBE 1866	16.1029%	P132696	7/1/13-7/1/14	Same
	Ace European Group Ltd. t/a ACE Global Markets	5.0000%	P132696	7/1/13-7/1/14	Same
	PartnerRe Ireland Insurance Limited	6.2623%	P132696	7/1/13-7/1/14	Same
	Axis Specialty Europe SE DBA Axis Specialty London	16.0000%	P132715	7/1/13-7/1/14	Same
	HDU 3820	3.5784%	P133923	7/1/13-7/1/14	Same
	SJC 2003	8.1409%	P133227	7/1/13-7/1/14	Same
	Underwriters at Lloyds-Syndicate #1200 (AMA)	3.4442%	P132744	7/1/13-7/1/14	Same
	<b>Subtotal</b>	<b>100.00%</b>			
100% of \$100,000,000 excess of \$400,000,000	Lexington Insurance Company	100.00%	011465908	7/1/13-7/1/14	Same
	<b>Subtotal</b>	<b>100.00%</b>			
100% of \$250,000,000 excess of \$500,000,000	XL Insurance America, Inc.	100.00%	US00010377PR13A	7/1/13-7/1/14	Same
	<b>Subtotal</b>	<b>100.00%</b>			
100% of \$100,000,000 excess of \$750,000,000	Continental Casualty Company	100.00%	PSR 2083565419	7/1/13-7/1/14	Same
	<b>Subtotal</b>	<b>100.00%</b>			
100% of \$100,000,000 excess of \$850,000,000	Homeland Ins. Co. of New York	100.00%	YSP6162	7/1/13-7/1/14	Same
	<b>Subtotal</b>	<b>100.00%</b>			
100% of \$50,000,000 excess of \$950,000,000	Maiden Specialty Insurance Company	100.00%	S1LPY0293606S	7/1/13-7/1/14	Same
	<b>Subtotal</b>	<b>100.00%</b>			
100% of \$25,000,000 excess of \$975,000,000	Lexington Insurance Company	100.00%	011465910	7/1/13-7/1/14	Same
	<b>Subtotal</b>	<b>100.00%</b>			
100% of Excess Terrorism:					
\$100,000,000 Per Occurrence, Per Member in any one Occurrence					
\$300,000,000 Per Occurrence, All Members Combined					
\$800,000,000 Per Occurrence, Annual Aggregate, All Members Combined					
Excess Terrorism					
Lloyd's of London					
100.00%					
P133870					

**PROPERTY PROGRAM: ALL RISK FIRE & PROPERTY INCLUDING FLOOD: EARTHQUAKE BY REQUEST (continued...)**  
*(All members participate for all-risk and flood, except for Pacifica; some cities participate for earthquake)*

All cities have a \$25,000 deductible for All-Risk and Copper claims & \$150,000 deductible for Water claims; All locations are covered for flood; flood coverage is subject to a minimum \$100,000 deductible per occurrence except for ZONE A and ZONE V which is at a \$250,000 deductible per occurrence; Maximum Limits as follows: All Risk = \$1 billion; Flood = \$25 million; Earthquake = Members purchase earthquake insurance direct through Alliant. Members should check their policies for coverage information, including deductibles, insured locations and coverage limits.

**PROPERTY PROGRAM: CYBER LIABILITY (All cities participate, except for Pacifica)**

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
City	C131280	7/1/13-7/1/14	Assigned
Lloyd's of London – Beazley 2623-623 to applicable sublimits – First & Third Party Liability			

The deductible for Cyber Liability is \$50K for members with TIV up to \$500M at the time of loss and \$100K for members with TIV greater than \$500M at time of loss.

**PROPERTY PROGRAM: PUBLIC ENTITY POLLUTION LIABILITY (All cities participate, except for Pacifica)**

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
City	PPE G24544837 003	7/1/13-7/1/14	Assigned
ACE – Illinois Union Insurance Company			
Aggregate			
3. \$ 200,000 Fungi & Legionella Sublimit			
4. \$25,000,00 Policy Aggregate			
<i>Subject to applicable sub-limits – First &amp; Third Party bodily injury, property damage, remediation costs and associated legal defense expense.</i>			

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
City	011660456/01	7/1/13-7/1/14	Assigned
Lexington Insurance Co.			
Aggregate			
3. 40% of \$25,000,000 excess \$25,000,000 sublimits	40%	011660456/01	7/1/13-7/1/14
4. 15% of \$37,500,000 excess \$50,000,000	80%	011660456/01	7/1/13-7/1/14
5. 25% of \$50,000,000 excess \$50,000,000	65%	011660456/01	7/1/13-7/1/14

**PROPERTY PROGRAM: BOILER & MACHINERY (All cities participate, except for Pacifica)**

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
City	011660456/01	7/1/13-7/1/14	Assigned
Lexington Insurance Co.			
Aggregate			
3. 40% of \$25,000,000 excess \$25,000,000 sublimits	40%	011660456/01	7/1/13-7/1/14
4. 15% of \$37,500,000 excess \$50,000,000	80%	011660456/01	7/1/13-7/1/14
5. 25% of \$50,000,000 excess \$50,000,000	65%	011660456/01	7/1/13-7/1/14

**GOVERNMENT CRIME COVERAGE (Participating Members: Antioch, Brentwood, Clayton, Danville, El Cerrito, Hercules, Lafayette, Martinez, Oakley, Orinda, Pittsburg, Pleasant Hill, San Pablo and Walnut Creek)**

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
City	01-602-37-03	1/21/13-1/21/14	Assigned
National Union Fire Insurance Company	01-602-37-03	1/21/13-1/21/14	Assigned
National Union Fire Insurance Company			

**LIABILITY PROGRAM** (*All members participate except for Pacifica*)

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
City	MPA13-14	7/1/13-7/1/14	MPA
Municipal Pooling Authority	CARMA 2013-19GL	7/1/13-7/1/14	BRS
CARMA			

\* The Cities of Manteca and Walnut Creek have a deductible of \$100,000; the City of Antioch has a deductible of \$50,000; the Cities of Martinez, Oakley, Pleasant Hill & San Pablo have a deductible of \$10,000; the Cities of Pinole, Pittsburg, and Pleasant Hill have a deductible of \$25,000; the Cities of Brentwood, Hercules, Moraga and San Pablo have a deductible of \$5,000. Danville, El Cerrito, Lafayette, Orinda and San Ramon have a deductible of \$5,000.

**EMPLOYMENT LIABILITY PROGRAM** (*All members participate*)

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
City	ERM-A 2013-1EP1	7/1/13-7/1/14	
ERMA			
RSUI Indemnity Company		7/1/13-7/1/14	

\* All participating members have a \$50,000 deductible with the exception of City of San Pablo which has a \$100,000 deductible.

**WORKERS' COMPENSATION INSURANCE** (*Primary Coverage: All members participate except the City of Walnut Creek; City of Pacifica joined 7/1/06; Excess Coverage: All members participate; City of Walnut Creek joined 7/1/08*)

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
Municipal Pooling Authority	MPA13-14	Continuous	MPA
American Safety Insurance	WRSWC-100001-05	7/1/13-7/1/14	MPA
CSAC-EIA	EIA-PE13 EW/C-42	7/1/13-7/1/14	
ACE American Insurance Company	WCL C4624431A	7/1/13-7/1/14	
	091-06-12	7/1/13-7/1/14	
4. Statutory excess of \$50,000,000 National Union Fire Insurance of Pitts.			

**VEHICLE PHYSICAL DAMAGE** (*All members participate except the City of Pacifica*)

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
City	MPA13-14	7/1/13-7/1/14	MPA
MPA	MPA13-14	7/1/13-7/1/14	MPA

**DENTAL PLAN** (*Participating Members: Brentwood, Clayton, El Cerrito, Hercules, Lafayette, Martinez, Oakley, Orinda, Pinole, Pleasant Hill & San Pablo*)

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
Health Care Dental Trust (fully insured 3/1/94)	3676 - City Code	Continuous	Delta Dental

**SHORT TERM/LONG TERM DISABILITY** (*Participating Members: Brentwood, Clayton, Danville (joined 8/1/04), El Cerrito, Hercules, Lafayette, Martinez, Orinda, Pleasant Hill & San Pablo*)

COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
Municipal Pooling Authority	Various	Continuous	The Standard
The Standard			

(MPA self-insures the Short Term Disability (STD) program for the first 90 days; the Long Term Disability (LTD) program is fully insured; Effective 4/1/2011 MPA moved STD administration and LTD coverage to The Standard through Alliant Insurance)

LIFE INSURANCE (Participating Members: Antioch, Brentwood (joined 3/1/99), Clayton, Danville (joined 8/1/04), El Cerrito, Hercules, Lafayette, Manteca (joined 7/1/98), Martinez, Moraga, Orinda, Pinole, Pleasant Hill, & San Pablo)

	COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
1. Various Cities Participate	The Standard	Various	Continuous	The Standard

(Fully Insured program, effective 1/1/93; Effective 4/1/2011, MPA moved coverage to The Standard through Alliant Insurance)

EAP (Participating Members: Antioch, Brentwood, Clayton, Danville, El Cerrito\*, Hercules, Lafayette, Martinez, Moraga, Orinda, Pinole, Pleasant Hill, & San Pablo)

	COMPANY	POLICY NO.	POLICY TERM	ADMINISTRATOR
1. Various Cities Participate	CSAC - EIA	Various	Continuous	Managed Health Network

(El Cerrito: rate and coverage differ, but are part of the group purchase)