



COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT

RISK MANAGEMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073

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JANET MCKINLEY, RISK MANAGER

April 10, 2002

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

AGENDA: April 16, 2002

APPROVE RESOLUTION ACKNOWLEDGING RESPONSIBILITY FOR LIABILITY AND WORKERS' COMPENSATION INSURANCES FOR THE IHSS-PUBLIC AUTHORITY

Dear Members of the Board:

On February 1, 2002 the In-Home Support Services Public Authority began operations, with your Board designated as the Board of Directors. The CSAC-Excess Insurance Authority is now allowing the opportunity to including the IHSS-Public Authority Board of Directors and administrative staff as participants on the County's various insurance programs.

We must submit applications and a resolution approved by your Board acknowledging responsibility for the liability and workers' compensation programs self-insured retention in order to endorse the IHSS-Public Authorities activities onto the County's liability and workers' compensation programs. Other insurance coverages are able to be provided without specific policy endorsements. This is the same procedure that was followed for the Courts, Sanitation District, Regional Transportation Commission and Children's Commission.

It is, therefore, RECOMMENDED that your Board approve the attached resolution acknowledging responsibility for the self-insured retention for the In-Home Support Services-Public Authority retroactively to February 1, 2002 and authorize **Risk** Management to provide other insurance coverages as required for the operations of the program as recommended by the Personnel Director.

Very truly yours,

RECOMMENDED:

Dania Torres Wong

Dania Torres Wong
Personnel Director

Susan A. Mauriello

SUSAN A. MAURIELLO
County Administrative Officer

DTW/JM:jm

Attachments

cc: CSAC-Excess Insurance Authority
IHSS-Public Authority

30.2

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor
duly seconded by Supervisor
the following Resolution is adopted:

**RESOLUTION ACKNOWLEDGING RESPONSIBILITY FOR THE IN-HOME SUPPORT
SERVICES-PUBLIC AUTHORITY FOR THE SANTA CRUZ COUNTY LIABILITY AND
WORKERS' COMPENSATION SELF-INSURED RETENTION PROGRAMS**

WHEREAS, the excess general liability and workers' compensation insurance coverages for the County of Santa Cruz is obtained through the pooled CSAC-Excess Insurance Authority and any special district governed solely by the Santa Cruz County Board of Supervisors automatically qualifies for that coverage; and

WHEREAS, the In-Home Support Services-Public Authority does not automatically qualify for that coverage, and, it is necessary to make application and request approval from the CSAC-Excess Insurance Authority, Executive Committee for coverage, based upon the application prepared by the County of Santa Cruz retroactively to February 1, 2002; and

WHEREAS, the CSAC-Excess Insurance Authority Executive Committee approves the application, pending completion and receipt of a resolution of the Board of Supervisors acknowledging responsibility for the Self-Insured Retentions; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Cruz that the Board of Supervisors, hereby, acknowledges responsibility for the Self-Insured Retentions of the In-Home Support Services-Public Authority for the County of Santa Cruz retroactively to February 1, 2002, pursuant to the attached agreement executed by that agency for participation in the County general liability and workers' compensation insurance program.

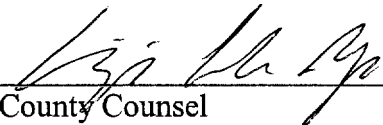
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 2002, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

Janet K. Beautz, Chairperson
Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

 4-10-02

County Counsel

Distribution: County Counsel
Personnel Department
In-Home Support Services-Public Authority
CSAC-Excess Insurance Authority

Agreement for Participation in the
County's General Liability and Workers' Compensation Insurance Program

This agreement by and between the In-Home Support Services-Public Authority, its officers and employees, (hereinafter referred to collectively as "Participant") and the County of Santa Cruz (hereinafter referred to as County) is entered into this _____ day of _____, 2002.

WHEREAS, the County maintains general liability and workers' compensation self-insurance programs and excess general liability and workers' compensation insurance coverage; and

WHEREAS, Participant desires to participate in the County's self-insurance general liability and workers' compensation programs and to be covered by the excess insurances obtained by the County;

NOW, THEREFORE, IT IS AGREED that:

1. The County agrees to include Participant in County's general liability and workers' compensation self-insurance programs and to certify, Participant as eligible for coverage by the County's excess general liability and workers' compensation programs. During the term of this agreement, County shall defend and pay any legal fees, litigation costs and damages for tort claims or civil rights claims arising from the actions of the Participant during its participation in the County's self-insurance general liability and workers' compensation programs to the same extent as for the County and its officers and employees.
2. In consideration of the coverage of Participant by the County's general liability and workers' compensation insurance, Participant agrees to pay risk management program annual charges to the County during the term of this agreement which are billed on the same basis as to County departments and agencies.
3. County shall forward to Participant all offers of settlement of claims against Participant, and County's risk management program shall not settle any claim made against Participant without the prior consent of the Participant.
4. Either party may terminate this agreement at the end of any fiscal year by providing 90 days advance written notice of such decision provided, however, that the obligations of the parties may survive the termination date of the agreement as provided in paragraphs 5 and 6 below.
5. Upon termination of this agreement Participant shall reimburse the County to the extent, if any, the amount of payments made by the County during the five year period preceding the termination date based on claims against Participant, plus any attorney's fees and litigation costs incurred in defending such claims, which exceed the net payments made by Participant during the same five year period to

the County's risk management program. The amount of any such reimbursement shall be determined through the following procedure:

- a. Payments made by Participant during the five year period to the County's risk management program shall be deducted from the portion of the payments which represent reimbursement to the County's risk management administrative costs and the Participant's pro rata share of the cost of the excess general liability and workers' compensation insurance.
 - b. The balance of said payments of Participant to the County's risk management program shall be credited against the payments made from the County's self-insurance fund during the five year period preceding the termination date of this agreement to settle or satisfy judgments, attorney's fees and litigation costs incurred by the County with regard to tort claims, civil rights claims, civil rights claims and workers' compensation claims made against Participant.
 - c. The amount, if any, by which such payments have been made from the County's self-insurance funds exceed the Participant's credit against those payments shall be reimbursed by Participant to the County in equal annual installments over the succeeding five year period after the termination date of this agreement.
6. Notwithstanding the foregoing, if any payments are made from the County's self-insurance funds after the termination date of this agreement to defend, settle, or satisfy claims arising from the conditions of Participant during the term of this agreement, the County may include those payments in a recalculation of any obligation of Participant to reimburse the County pursuant to paragraph 5 above, and such reimbursement shall be made by Participant in five equal annual installments from the date of receipt of the first billing from the County for such amounts.

PARTICIPANT:

By _____
Date _____

COUNTY:

By _____
Date _____

30.2