

# PUBLIC NOTICE

## CITY OF ALAMEDA HEALTH CARE DISTRICT BOARD OF DIRECTORS

### SPECIAL MEETING AGENDA

**Monday, June 11, 2018**

**OPEN SESSION: 5:30 P.M.**

**Location:**

[Open Session](#)  
Dal Cielo Conference Room (room A)  
Alameda Hospital  
2070 Clinton Avenue, Alameda, CA 94501

**Office of the Clerk: (510) 814-4001**

*Members of the public who wish to comment on agenda items will be given an opportunity before or during the consideration of each agenda item. Those wishing to comment must complete a speaker card indicating the agenda item that they wish to address and present to the District Clerk. This will ensure your opportunity to speak. Please make your comments clear and concise, limiting your remarks to no more than three (3) minutes.*

**I. Call to Order**

Michael Williams

**II. Roll Call**

Kristen Thorson

**III. General Public Comments**

**IV. Regular Agenda**

**A. YTD AHS Reporting** **INFORMATIONAL**

1) Alameda Health System / Alameda Hospital Update

Luis Fonseca, COO

2) Alameda Hospital Medical Staff Update

Elpido Magalong, MD

**B. District & Operational Updates**

1) District Liaison Reports

**INFORMATIONAL**

a. President's Report

Michael Williams

b. Community Liaison Report

Dennis Popalardo

c. Alameda Health System Liaison Report

Tracy Jensen

d. Alameda Hospital Liaison Report

Robert Deutsch

i. Ad Hoc Seismic and Facilities Planning  
Committee

e. Other District Outreach Reports and Board Updates

Kristen Thorson

**ENCLOSURE (PAGES 4-8)**

C. Consent Agenda **ACTION ITEM**

- ✓ 1) Acceptance of Minutes of May 14, 2018 **ENCLOSURE (PAGES 9-12)**
- 2) Acceptance of Minutes of May 30, 2018 **ENCLOSURE (PAGES 13-14)**
- ✓ 3) Acceptance of April 2018 Financial Statements **ENCLOSURE (PAGES 15-21)**
- ✓ 4) Approval of Annual Audit Engagement Agreement with JWT and Associates for FY 2011-2018 **ENCLOSURE (PAGES 22-26)**
- ✓ 5) Adoption of Resolution 2018-1: Levying the City of Alameda Health Care District Parcel Tax For the Fiscal Year 2018-2019 **ENCLOSURE (PAGES 27-28)**
- ✓ 6) Approval of Mutual Certification and Indemnification Agreement **ENCLOSURE (PAGES 29-30)**
- ✓ 7) Approval of FY Ending June 30, 2019 Property Insurance Renewal **ENCLOSURE (PAGES 31-103)**
- ✓ 8) Adoption of Resolution 2018-2: Extension of Spending Authority **ENCLOSURE (PAGE 104-105)**
- ✓ 9) Adoption of Resolution 2018-3: Notice of General Election **ENCLOSURE (PAGES 106-112)**

D. Action Items

- ✓ 1) Annual Election of Officers and Appointment to Liaison Positions **ENCLOSURE (PAGES 113-118)**
- ✓ 2) Approval to Enter into an Agreement with Deborah E. Stebbins Group, LLC and the Principal Terms for the Services of an Executive Director **ENCLOSURE (PAGES 118-122)**

E. August 13, 2018 Agenda Preview

Kristen Thorson

**INFORMATIONAL - SUBJECT TO CHANGE**

Action Items

- 1) Review and Approval of FYE Ending June 30, 2019 Parcel Tax Budget from Alameda Health System
- 2) Acceptance of June 11, 2018 Minutes
- 3) Acceptance of Financial Statements: May/June 2018

Informational Items

- 1) YTD AHS Reporting (CAO/Hospital, Quality, Financial, Medical Staff Reports)

V. **General Public Comments**

VI. **Board Comment**

VII. **Adjournment**

<p>Next Scheduled Meeting Dates (2<sup>nd</sup> Monday, every other month or as scheduled) <b>August 13, 2018</b></p>	<p>Open Session 5:30 PM Dal Cielo Conference Room Alameda Hospital</p>
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# CITY OF ALAMEDA HEALTH CARE DISTRICT

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**MEETING DATE:** June 11, 2018  
**TO:** City of Alameda Health Care District, Board of Directors  
**FROM:** Kristen Thorson, District Clerk  
**SUBJECT:** Operational Updates

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## **Special Events**

Alameda Hospital will be hosting the June Alameda Chamber of Commerce Mixer on Wednesday, June 13, 2018 at 5:30 pm in the Dal Cielo Conference Room. An invitation is extend to the Board to attend as guests of the hospital.

## **Mayors 4<sup>th</sup> of July Parade**

The Hospital has participated in the 4<sup>th</sup> of July Parade since 1994. Since the formation of the District in 2002, District Board Members were featured as elected officials at the beginning of the parade. Historically a cable car has been rented and employees, volunteers, physicians, District Board of Directors, and family members ride the cable car and walk the parade to hand out patriotic goodies. The Hospital will be doing the same for this year. I have budgeted funds in the amount of \$500 to support the parade entry and AHS this year. We encourage the Board to participate with their friends of family. Louise Nakada, Manager of Community Engagement will be sending information about the details of the parade and you can RSVP with her or with me.

## **Alliant Crime Insurance Program (ACIP) & Insurance Update**

In June, 2017 the District Board approved a two-year policy on the Alliant Crime Insurance Program (ACIP) policy. The 2<sup>nd</sup> installment of the premium is due this month and the amount of \$1,200 has been included in the FY 2018-2019 Operating Budget. The 2017-2019 Alliant Crime Insurance Program (ACIP) coverage summary and additional named insured list is attached for reference. With the anticipated hiring of an Executive Director, the District will need to request from the broker to add that individual to this policy.

As a point of reference, I have included a table of the current policies and their renewal terms.

Insurance	Carrier	Notes	Term Start	Term End
Property	PEPIP - HARPP	Covers all properties owned and leased	07/01/18	07/01/19
Directors & Officers	SLIP (Special Liability Insurance Program)		09/29/17	09/29/18
Crime	ACIP	16-17 moved to ACIP, prior coverage under BETA Comprehensive Liability Policy	07/01/18	07/01/19
General Liability (Pearl & Encinal)	General Star Ind Co	Jaber Properties Only	03/19/18	03/19/19
Excess (Umbrella) Liability (Pearl & Encinal)	Scottsdale Insurance Company	Jaber Properties Only	03/19/18	03/19/19

**2017-2019 Alliant Crime Insurance Program**  
**Government Crime Insurance Summary**  
**City of Alameda Health Care District**

**Line of Coverage**  
**Government Crime Coverage**

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<b>INSURANCE COMPANY:</b>	National Union Fire Insurance Company of Pittsburgh, PA (AIG)
<b>POLICY NUMBER:</b>	01-606-08-20
<b>A.M. BEST RATING:</b>	A (Excellent); Financial Size Category: XV (\$2 Billion or greater) as of May 23, 2017
<b>STANDARD &amp; POOR'S RATING:</b>	A+, Strong Financial Security as of Publication Date May 11, 2018
<b>STATE STATUS:</b>	Admitted
<b>*NAMED INSURED:</b>	City of Alameda Health Care District Please review Named Insured list attached for additional named insured.
<b>POLICY/COVERAGE TERM:</b>	July 1, 2017 to July 1, 2019
<b>RETROACTIVE DATE:</b>	Not Applicable
<b>EFFECTIVE COVERAGE DATE:</b>	July 1, 2017
<b>COVERAGE:</b>	Government Crime Policy on Discovery form including the following coverages: <ul style="list-style-type: none"> <li>• Employee Theft – Per Loss Coverage</li> <li>• Forgery or Alteration</li> <li>• Inside the Premises – Theft of Money and Securities</li> <li>• Inside the Premises – Robbery &amp; Safe Burglary of Other Property</li> <li>• Outside the Premises (Money, Securities and Other Property)</li> <li>• Computer Fraud</li> <li>• Funds Transfer Fraud</li> <li>• Money Orders &amp; Counterfeit Money</li> </ul>
<b>LIMITS:</b>	\$1,000,000
<b>DEDUCTIBLE:</b>	\$2,500
<b>ANNUAL PREMIUM:</b>	\$1,200.00
<i>(PREMIUM BILLED IN ANNUAL INSTALLMENTS FOR 2-YEAR POLICY)</i>	

**2017-2019 Alliant Crime Insurance Program**  
**Government Crime Insurance Summary**  
**City of Alameda Health Care District**

**Line of Coverage**  
**Government Crime Coverage - Continued**

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<b>TERRORISM OPTION:</b>	Not Applicable
<b>MINIMUM EARNED PREMIUM:</b>	None
<b>POLICY AUDITABLE:</b>	No
<b>*DESIGNATED AGENTS AS ENDORSED:</b>	NONE REPORTED
<b>ENDORSEMENTS</b> (including but not limited to):	<ul style="list-style-type: none"> <li>• State Changes</li> <li>• Additional Named Insured – Identifies individual member limit and deductible</li> <li>• Omnibus Named Insured - Coverage extended to all Agencies, Authorities and Districts (including Special Districts) which are governed directly by the governing body of the Named Insured</li> <li>• Add Faithful Performance of Duty Coverage for Government Employees – Matches Employee Theft Limit chosen</li> <li>• Revision of Discovery and Prior Theft or Dishonesty \$25,000 Sub-Limit</li> <li>• Cancellation of Policy Amended –120 Days</li> <li>• Bonded Employees Exclusion Deleted endorsement</li> <li>• Add Credit, Debit or Charge Card Forgery – Matches Forgery Limit Chosen</li> <li>• Include Specified Non-Compensated Officers as Employees - ALL</li> <li>• Include Chairperson and Members of Specified Committees – ALL</li> <li>• Include Designated Persons or Classes of Persons as Employees – Any Director or Trustees , Any Board Members and any Elected or Appointed Officials as Employees – of any of those named as insured</li> <li>• Include Volunteer Workers as Employees</li> <li>• Include Treasurers or Tax Collectors as Employees</li> <li>• Include Expenses Incurred to Establish Amount of Covered Loss - \$75,000 Sub-limit</li> <li>• Employee Post Termination Coverage – 90 Days</li> <li>• Cancellation Amendatory (Return Pro-Rata)</li> <li>• Include Leased Workers as Employees Endorsement</li> <li>• Notice of Claim Reporting by Email</li> <li>• Economic Sanctions (excludes loss payments in violation of economic or trade sanctions)</li> </ul>

**2017-2019 Alliant Crime Insurance Program**  
**Government Crime Insurance Summary**  
**City of Alameda Health Care District**

**Line of Coverage**  
**Government Crime Coverage - Continued**

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**ENDORSEMENTS** (including but not limited to) Cont.:

- ) Vendor Theft - \$1,000,000 Limit excess of vendor insurance policy required by contract. If vendor policy is not valid or collectible, this sublimit applies to loss excess of \$500,000. Coverage not applicable if crime insurance is not required in a written agreement
- ) Conditions Amended - Subrogation of Faithful Performance of Duty Claims - With respect to losses resulting from the failure of any employee to faithfully perform his or her duties as prescribed by law, the company may subrogate only due to actual fraud, corruption, actual malice, or where the employee or a person or entity was unjustly enriched
- ) Third Party Coverage - \$250,000 Sublimit with \$25,000 Deductible
- ) Impersonation Fraud Endorsement –Sublimit \$250,000 with \$25,000 Deductible
- ) CalWorks Employees - Amending the definition of “Employee” to include coverage for individuals that are subject to the Insured’s direction and control while performing services for the Insured as a result of an employment contract or agreement with the State of California "Cal Works Program" or any similar state or county work or welfare program.
- ) Blanket Joint Loss Payable

**EXCLUSIONS (Including but not limited to):**

- ) Unauthorized disclosure of confidential information
- ) Governmental Action
- ) Indirect Loss
- ) Legal Fees and Expenses
- ) Nuclear Hazard
- ) Pollution
- ) War and Military Action
- ) Inventory Shortages
- ) Trading losses
- ) Accounting or Arithmetical Errors or Omissions
- ) Exchanges or Purchases
- ) Fire
- ) Money Operated Devices
- ) Motor Vehicles or Equipment and Accessories
- ) Transfer or Surrender or Property
- ) Vandalism
- ) Voluntary Parting of Title to Possession of Property

**2017-2019 Alliant Crime Insurance Program  
Government Crime Insurance Summary  
City of Alameda Health Care District**

**Line of Coverage**

**Government Crime Coverage - Continued**

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**CLAIMS REPORTING PROCEDURE:**

AIG  
Financial Lines Claims  
P.O. Box 25947  
Shawnee Mission, KS 66225  
Fax: 866-227-1750  
Email: [c-claim@aig.com](mailto:c-claim@aig.com)

Also Please forward a copy of the loss to the following Alliant Claim Advocates::

Alliant Insurance Services, Inc.  
Attn: Elaine Tizon, Assistant Vice President  
100 Pine Street, 11th Floor  
San Francisco, CA 94111  
Phone: 415-403-1458  
Fax: 415-403-1458  
E-Mail: [etizon@alliant.com](mailto:etizon@alliant.com)

Alliant Insurance Services, Inc.  
Attn: Robert Frey, Senior Vice President  
100 Pine Street, 11th Floor  
San Francisco, CA 94111  
Phone: 415-403-1400  
Fax: 415-403-1466  
E-Mail: [rfrey@alliant.com](mailto:rfrey@alliant.com)

**BROKER:**

**ALLIANT INSURANCE SERVICES, INC.  
Newport Beach, CA**

Tom E Corbett, Senior Vice President  
Autumn Stallings, Assistant Account Manager

**\*NOTE:**

**Named Insureds-** Coverage is automatically provided to agencies, authorities and districts (including special districts) which are governed by the body of the named insured. If there is an entity that is not governed by the same exact board and the member has an obligation to provide coverage, please contact Alliant to request approval.

**Designated Agents-** If your entity has a written agreement in place with any person, partnership or corporation to act as your Designated Agent and needs to be included for coverage, please contact Alliant to request approval.

*THIS SUMMARY IS FOR INFORMATION PURPOSES ONLY AND DOES NOT ALTER THE POLICY IN ANY WAY.  
PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE, TERMS & CONDITIONS AND EXCLUSIONS.*



Board Members Present		Legal Counsel Present	Excused / Absent
Robert Deutsch, MD Gayle Godfrey Codiga Tracy Jensen	Dennis Popalardo Michael Williams	Thomas Driscoll, Esq.	
Submitted by: Kristen Thorson, District Clerk			
Topic	Discussion	Action / Follow-Up	
<b>I.</b> Call to Order	The meeting was called to order at 4:10 p.m.		
<b>II.</b> Roll Call	Kristen Thorson called roll, noting a quorum of Directors was present.		
<b>III.</b> General Public Comments	None		
<b>IV.</b> Adjourn into Executive Closed Session	The meeting was adjourned into Executive Closed Session at 4:11 p.m.		
<b>V.</b> Reconvene to Public Session	The meeting was reconvened at 7:01 p.m.		
<b>A.</b> Announcements from Closed Session	President Williams announced that the Board gave direction to himself to negotiate the terms of a contract with one of the candidates interviewed for the District's Executive Director. No action was taken.		
<b>VI.</b> General Public Comment.	None		
<b>VII.</b> Regular Agenda	President Williams noted that he would need to leave at 7:40 pm and would turn the gavel to 1 <sup>st</sup> Vice President Deutsch to continue the meeting as needed.		
<b>A.</b> District and Operational Updates			
1)	District Liaison Repots	No action taken	

	<p>a. President's Report</p> <p>President Williams noted that the City / District Liaison Committee met and updates were provided on the District's Executive Director search and the City's Community Paramedicine Program.</p>	
	<p>b. Community Liaison Report</p> <p>No report at this time.</p>	
	<p>c. Alameda Health System Report</p> <p>Director Jensen thanked the hospital for hosting the Board of Trustees Retreat and stated that it was an informative meeting.</p>	
	<p>d. Alameda Hospital Liaison Report</p> <p>i. Ad Hoc Seismic and Facilities Planning Committee</p> <p>Director Deutsch noted that AHS is committed to moving forward with 2020 seismic work. He stated that the District will be proposing to engage a firm to review soil testing reports and make a recommendation on 2030 seismic improvement to Alameda Hospital. In coordination with the District Clerk, he will be getting several proposals for the board to review. The Committee will meet 6 times a year instead of quarterly as proposed by AHS leadership, Luis Fonseca, COO. Director Deutsch informed the Board that James Jackson, CAO had left the organization and Luis Fonseca, COO was overseeing both Alameda and San Leandro Hospitals.</p> <p>Director Deutsch also noted the Emergency Department provider transition has occurred to Oakcare Medical Group. He indicated that the transition has been a little rocky and the provider credentialing challenging, however is pleased that they have identified a dedicated Medical Director Alameda Hospital, which he feels is positive, that will start July 1.</p> <p>Director Popalardo inquired about the July 1<sup>st</sup> deadline for the OSHPD building permit that was reported at the Board of Trustees Retreat. Director Deutsch noted again that AHS has committed to doing the work however the path and timeline may be different.</p> <p>Mr. Fonseca gave a brief update on the seismic project and the July 1<sup>st</sup> date noting that the organization had set that date and that there was no impact on milestones. He also noted that there is a regular cadence of meetings with his team and would work toward having the design team available to provide updates to the ad hoc committee in the future.</p>	
2)	Acceptance of Minutes of March 19, 2018	Director Popalardo made a motion to accept the minutes as presented.

		Director Jensen seconded the motion. Motion carried.
3)	Acceptance of February 2018 Financial Statements	Director Jensen made a motion to accept the February Financial Statements as presented. Director Popalardo seconded the motion. Motion carried.
4)	Acceptance of March 2018 Financial Statements	Director Popalardo made a motion to accept the March Financial Statements as presented. Director Jensen seconded the motion. Motion carried.
5)	Review and Approval of Audit Engagement Agreement with JWT and Associates Director Codiga requested information on the hourly rates as referenced in the engagement letter. Ms. Thorson will follow-up and present at the meeting in June.	Approval was deferred to the next meeting.
6)	Review and Acceptance of FYE June 30, 2019 Operating Budget	Director Popalardo made a motion to accept the FYE June 30, 2019 District and Jaber Properties Operating Budget as presented. Director Codiga seconded the motion. Motion carried.
7)	Approval of April 2018 Parcel Tax Installment Transfer to Alameda Health System	Director Popalardo made a motion to approve the April 2018 Parcel Tax transfer in the amount of \$1,908.333.03 to Alameda Health System. Director Deutsch seconded the motion. The motion carried.
B. June 11, 2018 Agenda Preview Ms. Thorson reviewed the upcoming meeting agenda items as listed below noting that the approval of the audit engagement letter for FY2017-2018 would be included as it had been deferred.		
Action Items		
1)	Acceptance of May 14, 2018 Minutes	
2)	Acceptance of April Financial Statements	

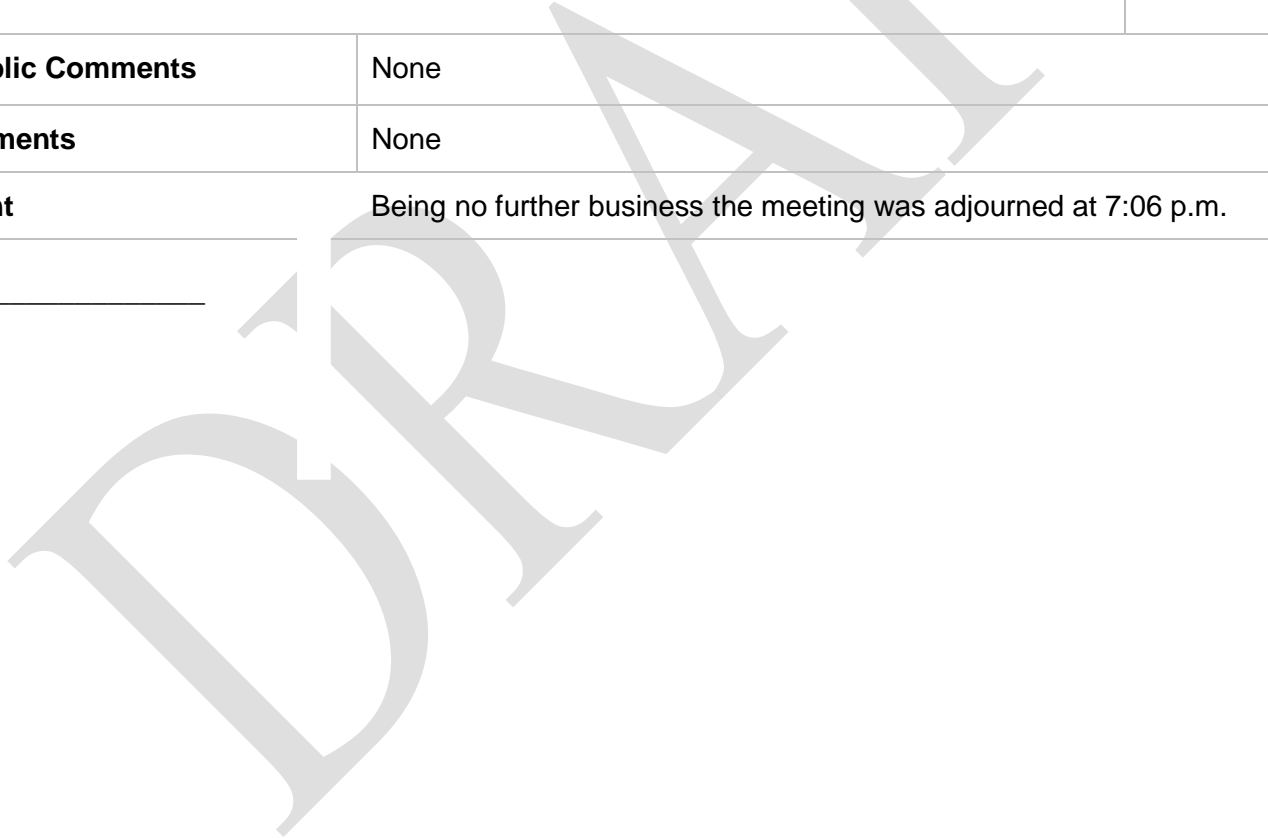
3)	Review and Approval of FYE Ending June 30, 2019 Parcel Tax Budget from Alameda Health System	
4)	Annual Election of Officers and Appointment to Liaison Positions	
5)	Adoption of Parcel Tax Levy Resolution	
6)	Review and Approval of Mutual Certification and Indemnification Agreement	
7)	Review and Approval of FY Ending June 30, 2019 Insurance Renewals (Property and D&O)	
8)	Review and Approval of Contract with Executive Director	
Informational Items		
1)	YTD AHS Reporting (CAO/Hospital, Quality, Financial, Medical Staff Reports)	
2)	November Election Updates and Filing Timelines	
<b>VI. General Public Comments</b>	None	
<b>VII. Board Comments</b>	None	
<b>VIII. Adjournment</b>	Being no further business the meeting was adjourned at 7:28 p.m.	

Approved: \_\_\_\_\_

Board Members Present		Legal Counsel Present	Excused / Absent
Robert Deutsch, MD Gayle Godfrey Codiga Tracy Jensen	Dennis Popalardo Michael Williams	Thomas Driscoll, Esq.	
Submitted by: Kristen Thorson, District Clerk			
Topic	Discussion	Action / Follow-Up	
<b>I.</b> Call to Order	The meeting was called to order at 5:33 p.m.		
<b>II.</b> Roll Call	Kristen Thorson called roll, noting a quorum of Directors was present.		
<b>III.</b> General Public Comments	None		
<b>IV.</b> Adjourn into Executive Closed Session	The meeting was adjourned into Executive Closed Session at 5:34 p.m.		
<b>V.</b> Reconvene to Public Session	The meeting was reconvened at 6:31 p.m.		
<b>A.</b> Announcements from Closed Session	President Williams announced that the Board gave direction to himself and Legal Counsel on both closed session items. No action was taken.		
<b>VI.</b> Regular Agenda			
<b>A.</b> District and Operational Updates			
1)	Alameda Health System Liaison Report Director Jensen informed the Board about legislation related to 5150's and having a mental health provider in every California ED. She noted that this would be a great benefit to Hospitals and to the community. She would keep the District Board informed as to the legislation. She informed the Board that the AHS Board of Trustees (BOT) have seen the operating budget for FY 2019 and are anticipated to approve in June.	No action taken	

	<p>Director Jensen expressed her concerns regarding the physician contracting and position of AHS leadership related to physician contracting. Discussion occurred about recent changes in physician groups at Alameda Hospital and San Leandro Hospital including the ED physicians contract changes from CEP to Sound Physicians and now with Oakcare, general surgeons contract termination, and negotiations with the pulmonary group that is down to the last minute to come to an agreement. Director Deutsch expressed concern about the recent changes as well. He expressed that the one of the roles of the District Board of Directors and community is to be vocal advocates of the hospital and to keep AHS informed of concerns related to operations of the Hospital.</p> <p>Director Jensen reviewed the Strategic Business Unit (SBU) dashboard for Alameda Hospital. Director Popalardo noted a recent Leapfrog article on Alameda Patch and noted that Alameda Hospital had a “D” score. Ms. Thorson noted that AHS does not participate in Leapfrog and when organizations do not participate, scores are calculated only on publicly reported data are not a accurate reflection of the performance of the organization.</p>	
<b>VI. General Public Comments</b>	None	
<b>VII. Board Comments</b>	None	
<b>VIII. Adjournment</b>	Being no further business the meeting was adjourned at 7:06 p.m.	

Approved: \_\_\_\_\_



# CITY OF ALAMEDA HEALTH CARE DISTRICT

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UNAUDITED FINANCIAL STATEMENTS

FOR THE PERIOD April 30, 2018

## Balance Sheets

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	As of <u>6/30/2017</u>	As of <u>4/30/2018</u>
<b>Assets</b>		
<u>Current assets:</u>		
Cash and cash equivalents	\$ 481,704	\$ 2,244,314
Grant and other receivables	295,780	-
Prepaid expenses and deposits	34,697	14,273
Total current assets	<u>812,181</u>	<u>2,258,587</u>
Assets limited as to use	754,413	528,836
Capital Assets, net of accumulated depreciation	<u>3,277,695</u>	<u>3,071,381</u>
	4,844,289	5,858,803
Other Assets	<u>11,952</u>	<u>10,084</u>
Total assets	<u>\$ 4,856,240</u>	<u>\$ 5,868,887</u>
<b>Liabilities and Net Position</b>		
<u>Current liabilities:</u>		
Current maturities of debt borrowings	\$ 29,804	\$ 29,804
Accounts payable and accrued expenses	<u>1,964</u>	<u>5,200</u>
Total current liabilities	31,768	35,004
Debt borrowings net of current maturities	<u>973,525</u>	<u>948,025</u>
Total liabilities	1,005,292	983,029
<b>Net position:</b>		
Invested in capital assets, net of related debt	729,366	644,830
Restricted, by contributors	2,298,196	2,037,374
Unrestricted (deficit)	<u>823,386</u>	<u>2,203,655</u>
Total net position (deficit)	<u>3,850,948</u>	<u>4,885,858</u>
<b>Total liabilities and net position</b>	<u>\$ 4,856,240</u>	<u>\$ 5,868,887</u>



## Statements of Revenues, Expenses and Changes in Net Position

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	Actual YTD 6/30/2017	Actual YTD 4/30/2018	Budget YTD 4/30/2018	Variance	
<b>Revenues and other support</b>					
District Tax Revenues	\$ 5,844,087	\$ 4,886,303	\$ 4,879,793	(6,510)	0%
Rents	183,188	173,733	162,736	(10,997)	-7%
Other revenues	14	6	1,477	1,471	
Total revenues	6,027,289	5,060,041	5,044,005	(16,036)	
<b>Expenses</b>					
Salaries, wage and benefits	-	-	141,667	141,667	100%
Professional fees	98,692	69,017	83,750	14,733	18%
Supplies	3,380	1,404	5,833	4,430	76%
Purchased services	5,600	4,821	3,750	(1,071)	-29%
Repairs and maintenance	22,247	17,946	14,167	(3,779)	-27%
Rents	25,634	21,981	22,083	103	0%
Utilities	10,038	9,593	8,867	(727)	-8%
Insurance	57,699	40,037	38,979	(1,058)	-3%
Depreciation and amortization	260,269	208,182	337,020	128,838	
Interest	48,954	41,064	39,730	(1,334)	-3%
Travel, meeting and conferences	260	1,500	9,167	7,667	84%
Other expenses	8,097	9,844	29,683	19,839	67%
Total expenses	540,868	425,389	734,696	309,307	
Operating gains	5,486,421	4,634,652	4,309,309	(325,343)	-8%
Transfers	(5,258,297)	(3,599,743)	(4,148,408)		
Increase in net position	228,124	1,034,909	160,902		
Net position at <i>beginning of the year</i>	3,622,825	3,850,948	3,850,948		
Net position at the <i>end of the period</i>	\$ 3,850,948	\$ 4,885,858	\$ 4,011,850		

## Statements of Cash Flows

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	Actual YTD 6/30/2017	Actual YTD 4/30/2018	Budget YTD 4/30/2018
Increase in net position	\$ 228,124	\$ 1,034,909	\$ 160,901
Add Non Cash items			
Depreciation	260,269	208,182	337,020
<b>Changes in operating assets and liabilities</b>			
Grant and other receivables	(1,858)	295,781	-
Prepaid expenses and deposits	(14,987)	20,424	-
Accounts payable and accrued expenses	(6,736)	3,236	-
Net Cash provided(used) by operating activities	<u>464,811</u>	<u>1,562,532</u>	<u>497,921</u>
<b>Cash flows from investing activities</b>			
Acquisition of Property Plant and Equipment	(0)	0	-
Changes in assets limited to use	(426,172)	225,577	-
Net Cash used in investing activities	<u>(426,172)</u>	<u>225,577</u>	<u>-</u>
<b>Cash flows from financing activities</b>			
Principal payments on debt borrowings	(28,527)	(25,499)	(24,837)
Net cash used by financing activities	<u>(28,527)</u>	<u>(25,499)</u>	<u>(24,837)</u>
<b>Net change in cash and cash equivalents</b>	10,113	1,762,610	473,085
Cash at the beginning of the year	471,592	481,704	292,794
Cash at the end of the period	<u>\$ 481,704</u>	<u>\$ 2,244,314</u>	<u>\$ 765,879</u>

## Balance Sheets

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	District 6/30/2017	Jaber 6/30/2017	As of 6/30/2017	District 4/30/2018	Jaber 4/30/2018	As of 4/30/2018
<b>Assets</b>						
<u>Current assets:</u>						
Cash and cash equivalents	\$ 481,704	\$ -	\$ 481,704	\$ 2,244,314	\$ -	\$ 2,244,314
Grant and other receivables	295,780	0	295,780	0	0	0
Prepaid expenses and deposits	31,434	3,263	34,697	10,195	4,078	14,273
Total current assets	808,918	3,263	812,181	2,254,509	4,078	2,258,587
Due To Due From	4,480	(4,480)	0	9,374	(9,374)	0
Assets limited as to use	0	754,413	754,413	0	528,836	528,836
Capital Assets, net of accumulated depreciation	1,732,695	1,545,000	3,277,695	1,557,548	1,513,833	3,071,381
	2,546,093	2,298,196	4,844,289	3,821,430	2,037,373	5,858,803
Other Assets	11,952	0	11,952	10,084	0	10,084
Total assets	2,558,045	2,298,196	4,856,240	3,831,514	2,037,373	5,868,887
<b>Liabilities and Net Position</b>						
<u>Current liabilities:</u>						
Current maturities of debt borrowings	29,804	0	29,804	29,804	0	29,804
Accounts payable and accrued expenses	1,964	0	1,964	5,200	0	5,200
Total current liabilities	31,768	0	31,768	35,004	0	35,004
Debt borrowings net of current maturities	973,525	0	973,525	948,025	0	948,025
Total liabilities	1,005,292	0	1,005,292	983,029	0	983,029
<b>Net position:</b>						
Invested in capital assets, net of related debt	729,366	0	729,366	644,830	0	644,830
Restricted, by contributors	0	2,298,196	2,298,196	0	2,037,374	2,037,374
Unrestricted (deficit)	823,386	0	823,386	2,203,655	0	2,203,655
Total net position (deficit)	1,552,752	2,298,196	3,850,948	2,848,485	2,037,374	4,885,858
<b>Total liabilities and net position</b>	<b>\$2,558,045</b>	<b>\$2,298,196</b>	<b>\$4,856,240</b>	<b>\$3,831,514</b>	<b>\$2,037,374</b>	<b>\$5,868,887</b>

## Statements of Revenues, Expenses and Changes in Net Position

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	District		Actual	District		Actual
	6/30/2017	Jaber 6/30/2017	YTD 6/30/2017	4/30/2018	Jaber 4/30/2018	YTD 4/30/2018
<b>Revenues and other support</b>						
District Tax Revenues	5,844,087	0	5,844,087	4,886,303	0	4,886,303
Rents	380	182,808	183,188	0	173,733	173,733
Other revenues	14	0	14	6	0	6
Total revenues	5,844,481	182,808	6,027,289	4,886,308	173,733	5,060,041
<b>Expenses</b>						
Salaries, wage and benefits	0	0	0	0	0	0
Professional fees	88,976	9,716	98,692	60,999	8,018	69,017
Supplies	3,380	0	3,380	1,404	0	1,404
Purchased services	5,600	0	5,600	4,821	0	4,821
Repairs and maintenance	0	22,247	22,247	0	17,946	17,946
Rents	25,634	0	25,634	21,981	0	21,981
Utilities	1,144	8,893	10,038	620	8,973	9,593
Insurance	56,068	1,631	57,699	35,959	4,078	40,037
Depreciation and amortization	222,869	37,400	260,269	177,015	31,167	208,182
Interest	48,954	0	48,954	41,064	0	41,064
Travel, meeting and conferences	260	0	260	1,500	0	1,500
Other expenses	5,682	2,415	8,097	3,102	6,741	9,844
Total expenses	458,565	82,302	540,868	348,464	76,924	425,389
Operating gains	5,385,916	100,505	5,486,421	4,537,844	96,809	4,634,652
Transfers	(5,258,297)	0	(5,258,297)	(3,242,112)	(357,631)	(3,599,743)
Increase in net position	127,619	100,505	228,124	1,295,732	(260,822)	1,034,909
Net position at <i>beginning of the year</i>	1,425,134	2,197,690	3,622,825	1,552,752	2,298,196	3,850,948
Net position at the <i>end of the period</i>	1,552,752	2,298,196	3,850,948	2,848,485	2,037,374	4,885,858

## Statements of Cash Flows

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	Actual			Actual		
	District 6/30/2017	Jaber 6/30/2017	YTD 6/30/2017	District 4/30/2018	Jaber 4/30/2018	YTD 4/30/2018
Increase in net position	127,619	100,505	228,124	1,295,732	(260,822)	1,034,909
Add Non Cash items						
Depreciation	222,869	37,400	260,269	177,015	31,167	208,182
<b>Changes in operating assets and liabilities</b>						
Grant and other receivables	(1,858)	0	(1,858)	295,780	0	295,781
Prepaid expenses and deposits	(11,724)	(3,263)	(14,987)	21,239	(816)	20,424
Due To Due From	(291,530)	291,530	0	(4,894)	4,894	0
Accounts payable and accrued expenses	(6,736)	0	(6,736)	3,236	0	3,236
Net Cash provided(used) by operating activities	38,639	426,172	464,811	1,788,108	(225,577)	1,562,532
<b>Cash flows from investing activities</b>						
Acquisition of Property Plant and Equipment	0	0	(0)	0	0	0
Changes in assets limited to use	0	(426,172)	(426,172)	0	225,577	225,577
Net Cash used in investing activities	0	(426,172)	(426,172)	0	225,577	225,577
<b>Cash flows from financing activities</b>						
Principal payments on debt borrowings	(28,527)	(0)	(28,527)	(25,499)	0	(25,499)
Net cash used by financing activities	(28,527)	(0)	(28,527)	(25,499)	0	(25,499)
<b>Net change in cash and cash equivalent</b> s	10,112	0	10,112	1,762,610	0	1,762,610
Cash at the beginning of the year	471,592	(0)	471,592	481,704	(0)	481,704
Cash at the end of the period	481,704	(0)	481,704	2,244,314	0	2,244,314

**CITY OF ALAMEDA HEALTH CARE DISTRICT**

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**MEETING DATE:** June 11, 2018

**TO:** City of Alameda Health Care District, Board of Directors

**FROM:** Kristen Thorson, District Clerk

**SUBJECT:** Approval of Annual Audit Engagement Letter with JWT and Associates for FY 2017-2018

---

Recommendation:

Approve Annual Audit Engagement Letter with JWT and Associates for FY 2017-2018.

Background:

As follow-up to the May 14, 2018 meeting, the Board requested details on the hourly rates for JWT and Associates.

The rates and estimated hours for the annual audit for FY 2017-2018 are as follows:

Position	Rate	Est. Hours	Total
Clerical	\$55/hour	20	\$1,100
Junior Partner	\$125/hour	45	\$5,625
Senior Partner	\$250/hour	15	\$3,750
Totals		80	\$10,475

The total amount has been rounded up to \$10,500. Per the auditor, a majority of the time is spent in documenting the planning of the audit and the finalizing of the audit according to AICPA standards.

# JWT & Associates, LLP

A Certified Public Accountancy Limited Liability Partnership

1111 E. Herndon Avenue, Suite 211  
Fresno, California 93720  
Voice: (559) 431-7708 Fax:(559) 431-7685

March 14, 2018

Board of Directors  
City of Alameda Health Care District  
2070 Clinton Avenue  
Alameda, California 94501

We are pleased to confirm our understanding of the services we are providing for the City of Alameda Health Care District (the "District") for the year ended June 30, 2018

We will audit the balance sheet of the District as of June 30, 2018, and the related statements of revenues, expenses and changes in net position, and cash flows for the year then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole.

We will conduct our audit in accordance with U.S. generally accepted auditing standards and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express an opinion that the financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit engagement, we will not issue a report as a result of this engagement.

As part of our audit, we will obtain an understanding of the organization's internal control to plan the audit and to determine the nature, timing, and extent of auditing procedures necessary for the expressing of our opinion concerning the financial statements. Our audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the Board or the Audit Committee of any matters involving internal control and its operation that we consider reportable conditions under standards established by the American Institute of Certified Public Accountants. The management of the District is responsible for establishing and maintaining effective internal control over financial reporting. In fulfilling this responsibility, estimates and judgments by the management are required to assess the expected benefits and related costs of internal control policies and procedures. The objectives of internal control are to provide

management with reasonable, but not absolute, assurances that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with U.S. generally accepted accounting principles.

Management's responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for them remains with you. This responsibility includes maintaining adequate records and related internal control policies and procedures, selecting and applying accounting principles, accepting actuarial methods and assumptions used by the actuary, and safeguarding assets. Management is also responsible for identifying and ensuring the organization complies with applicable laws and regulations.

As part of our engagement, we may also propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the services performed as part of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will request written representations from your attorneys (if applicable) as part of the engagement, and they may bill you for responding to the inquiry. At the conclusion of our audit, we will also request certain written representation from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material



errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. We will inform you, however, of any matters of that nature of which we become aware during our engagement.

Our responsibility as auditors' is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, copies, or telephone calls), except that we agree that our gross professional fee will not exceed \$10,500. All travel and out-of-pocket expenses will be billed separately. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules of Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return a copy to us. Thank you.

Sincerely,

*JW7 & Associates, LLP*

APPROVED:

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Name and Title

CITY OF ALAMEDA HEALTH CARE DISTRICT

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RESOLUTION NO.2018-1

BOARD OF DIRECTORS, CITY OF ALAMEDA HEALTH CARE DISTRICT

STATE OF CALIFORNIA

\* \* \*

LEVYING THE CITY OF ALAMEDA HEALTH CARE DISTRICT  
PARCEL TAX FOR THE FISCAL YEAR 2018-2019

WHEREAS, the Alameda County Local Agency Formation Commission ("LAFCo") resolved on January 10, 2002 to present a ballot measure to the registered voters of the City of Alameda which, if approved, would authorize the formation of the new health care district within the boundaries of the City of Alameda and authorize the District to levy a parcel tax of up to \$298.00 on each parcel and possessory interest within the proposed district; and

WHEREAS, on April 9, 2002, over two-thirds of the registered voters of the City of Alameda, who voted that day, voted in favor of creating a health care district authorized to tax each parcel and possessory interest within the district's boundaries in an amount up to \$298.00 per year in order to defray ongoing hospital general operating expenses and capital improvement expenses; and

WHEREAS, the City of Alameda Health Care District (the "District") was formally organized and began its existence on July 1, 2002; and

WHEREAS, on November 26, 2013, Alameda Health System ("AHS") and the District executed a Joint Powers Agreement ("Agreement") pursuant to (i) Chapter 5 (beginning with Section 6500) of Division 7 of Title 1 of the Government Code, authorizing local public entities, including healthcare districts and counties, to exercise their common powers through joint powers agreements, and (ii) Section 14000.2 of the California Welfare and Institutions Code, authorizing the integration of county hospitals with other hospitals into a system of community service; and

WHEREAS, AHS, a public hospital authority created by the Alameda County Board of Supervisors, pursuant to Section 101850 of the California Health and Safety Code, obtained possession, use and control of Alameda Hospital ("Hospital") from the City of Alameda Health Care District ("District"), a California health care district organized under the California Local Health District Law, California Health and Safety Code 32000 et seq. effective May 1, 2014 pursuant to the Agreement; and

WHEREAS, pursuant to the Agreement the District agreed to fulfill its mission to serve the health needs of the Alameda City Community by using the parcel tax proceeds to finance the capital needs of Alameda Hospital and the continued operation of its hospital and other health related services; and

WHEREAS, without the levy of a parcel and possessory interest tax in the amount of \$298.00, the District's revenue will be insufficient to allow the provision of continued local access to emergency room care, acute hospital care and other important services to protect and promote safety and health of District residents; and

WHEREAS, the District is authorized under Section 53730.01 of the California Government Code to impose special taxes on all real property within its boundaries.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the District that the District hereby levies an annual tax on every parcel and possessory interest within the District's boundaries in the amount of Two Hundred Ninety-Eight Dollars (\$298.00) per year (the "Parcel Tax") in order to defray ongoing hospital general operating expenses and capital improvement expenses; provided, however, that parcels or possessory interests that have an assessed value (real property and improvements combined) of less than \$30,000 shall be automatically exempt from the Parcel Tax.

PASSED AND ADOPTED on June 11, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSTENTION:**

**ABSENT:**

\_\_\_\_\_  
Michael Williams, President

**ATTEST:**

\_\_\_\_\_  
Tracy Jensen, Secretary

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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**MEETING DATE:** June 11, 2018

**TO:** City of Alameda Health Care District, Board of Directors

**FROM:** Kristen Thorson, District Clerk

**SUBJECT:** Authorization to Execute Certification and Mutual Indemnification Agreement

---

### **RECOMMENDATION:**

It is recommended that the District Board authorize District Legal Counsel to execute the annual Certification and Mutual Indemnification Agreement between the City of Alameda Health Care District and County of Alameda.

### **BACKGROUND:**

Each year the District Board approves and authorizes the District's Legal Counsel to execute the Certification and Mutual Indemnification Agreement from Alameda County Auditor-Controller Agency (attached). This agreement needs to be executed and returned to the Office of Auditor-Controller by August 10, 2018. The language is standard and has not significantly changed since 2002.

In 2002, both hospital counsel at the time of the Asset Transfer (Hansen Bridgett) and County Counsel confirmed that the District's Special Assessment does meet the requirements of Proposition 218, which is an updated version of Proposition 13, and that this matter had been thoroughly researched during the due diligence process before Measure A was placed on the April 2002 ballot.

**Certification and Mutual Indemnification Agreement**

The CITY OF ALAMEDA HEALTH CARE DISTRICT (hereafter referred to as public agency), by and through its Attorney, hereby certifies that to its best current understanding of the law, the taxes, assessments and fees placed on the 2018/19 Secured Property Tax bill by the public agency met the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

Therefore, for those taxes, assessments and fees which are subject to Proposition 218 and which are challenged in any legal proceeding on the basis that the public agency has failed to comply with the requirements of Proposition 218; the public agency agrees to defend, indemnify and hold harmless the County of Alameda, its Board of Supervisors, its Auditor-Controller/Clerk-Recorder, its officers and employees.

The public agency will pay any final judgment imposed upon the County of Alameda as a result of any act or omission on the part of the public agency in failing to comply with the requirements of Proposition 218.

The County of Alameda, by and through its duly authorized agent, hereby agrees to defend, indemnify and hold harmless the public agency, its employees, agents and elected officials from any and all actions, causes of actions, losses, liens, damages, costs and expenses resulting from the sole negligence of the County of Alameda in assessing, distributing or collecting taxes, assessments and fees on behalf of the public agency.

If a tax, assessment or fee is challenged under Proposition 218 and the proceeds are shared by both the public agency and the County of Alameda; then the parties hereby agree that their proportional share of any liability or judgment shall be equal to their proportional share of the proceeds from the tax, assessment or fee.

The above terms are accepted by the public agency and I further certify that I am authorized to sign this agreement and bind the public agency to its terms.

CITY OF ALAMEDA HEALTH CARE DISTRICT

COUNTY OF ALAMEDA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

President of the Board of Supervisors  
County of Alameda, California  
\_\_\_\_\_  
(Print Title)

Approved as to form:

\_\_\_\_\_  
Farand C. Kan,  
Deputy County Counsel

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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**MEETING DATE:** June 11, 2017

**TO:** City of Alameda Health Care District, Board of Directors

**FROM:** Kristen Thorson, District Clerk

**SUBJECT:** Approval of FY 2018-2019 District Property Insurance Policy (HARPP)

---

### **Recommendation:**

Authorize Board President, Michael Williams, to execute the necessary paperwork to bind property insurance for the period July 1, 2018 – July 1, 2019 through Hospital All Risk Property Program (HARPP) with an annual premium of \$26,221.54.

### **Background:**

Hospital All Risk Property Program (HARPP) is the largest independent hospital joint purchase group in the world. This best-in-class program was created by Alliant Insurance Services to provide comprehensive property insurance coverage for hospitals throughout the United States at competitive rates. HARPP offers very broad coverage and is backed by proven expertise and extensive resources. Since the District is the owner of the property, the District has the responsibility for coverage on the property. Alameda Health System maintains business interruption insurance which includes and insurance on the contents of the buildings.

### **Market Update:**

The property market is in a 'correcting' phase primarily due to Hurricanes Harvey, Irma, Maria (HIM) and California Wildfires in 2017. The three hurricanes did significant insurable damage to locations in Texas, Florida and Puerto Rico resulting in an unprofitable year for most commercial property insurers and reinsurers. The industry saw +\$150 Billion of insurable losses just in the US in 2017, and again the marketplace is looking to somewhat correct itself after years of decreases.

### **Comments on the HARPP Proposal:**

Total Insured Values (TIV) are up just slightly at 3.65% due to standard trending. Based on market conditions, the Rate is up at 9.18% this year for the renewal. The two combined represents a year over year premium increase at 13.17%, which is about a \$3,000 premium increase year over year. Please see page 3 of 71 of the Proposal for the Year-over-Year Rate and Premium Comparison. Lastly, there have been a few coverage enhancements made at renewal to the Property and Cyber coverage, which is depicted on pages 4-6 of 71. Note that the District does not purchase Cyber coverage, earthquake and terrorism coverage.

From a FY 2018-2019 budget perspective, the premium was budgeted at an increase of 10% over prior year, however, I did not factor in the standard trending increase in the Total Insured Values (TIV). The premium variance from actual to budget is \$725 for FY 2018-2019. Below is a year over year rate and premium comparison.

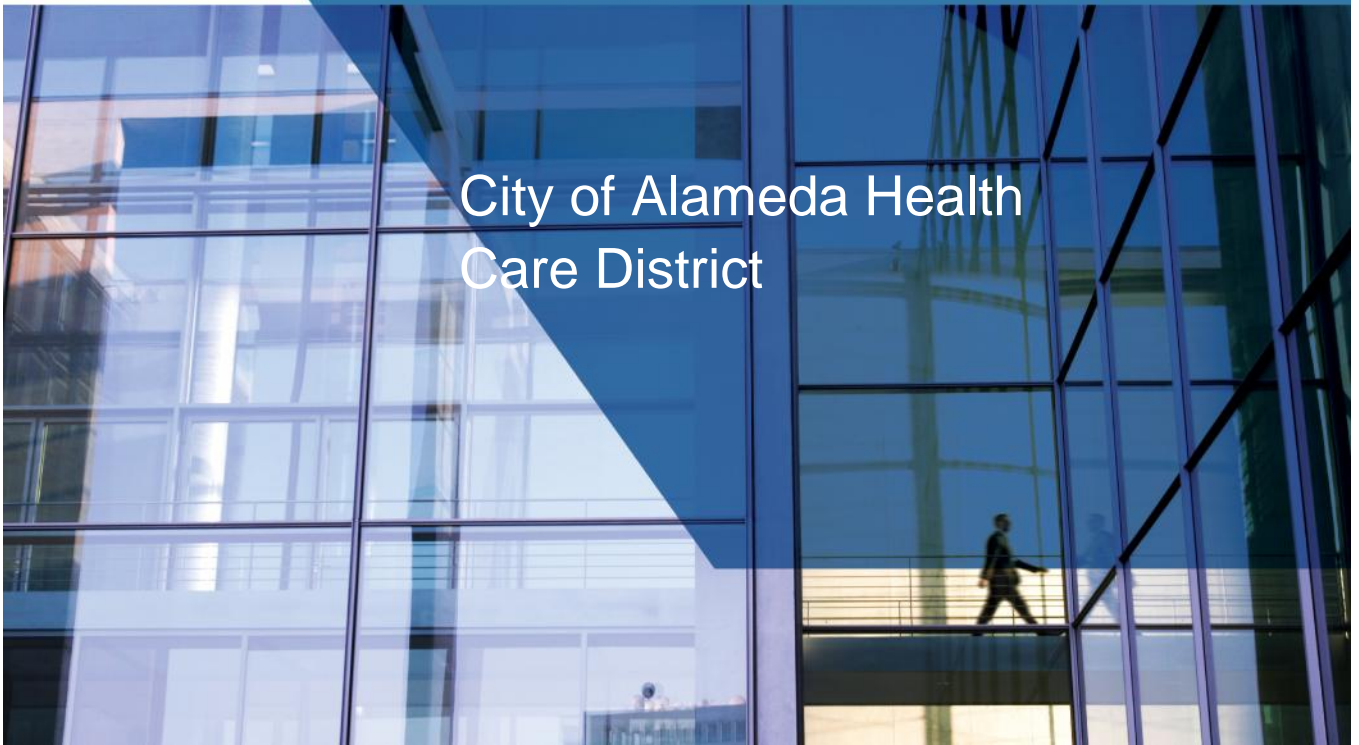
**Year-over-Year Rate and Premium Comparison**

<b>City of Alameda Health Care District</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018 (at 11/17/2017)</b>	<b>2018-2019</b>	<b>Variance</b>
Total Insured Values:	\$ 55,982,222	\$ 56,484,731	\$ 56,625,572	\$ 58,692,682	3.65%
Account Rate (per hundred dollars):	0.0433658	0.0419557	0.0409169	0.0446760	9.18%
Earthquake TIV:	Not Applicable	Not Applicable	Not Applicable	Not Applicable	N/A
Earthquake Limit:	Not Covered	Not Covered	Not Covered	Not Covered	N/A
*Total Annual Cost:	\$ 24,277.00	\$ 23,698.00	\$ 23,169.45	\$ 26,221.54	13.17%

\* TOTAL COST includes: all premiums (except Cyber Enhancement option, if purchased), underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes

Attached is the complete Hospital All Risk Property Program (HARPP) proposal for review. Included in the attachments, is a summary of proposed changes, the property proposal including risk coverages and Limits and deductibles and the property schedule.





# City of Alameda Health Care District

**2018 – 2019**

## **Alliant Property Insurance Program (APIP)**

Presented by:

Matt McManus  
Vice President

Josephine P. Goetes, CIC, CISR  
Assistant Vice President

Chris M. Tobin, ARM-P  
Senior Vice President

## HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)

July 1, 2018 – July 1, 2019

### EXECUTIVE SUMMARY

Attached please find materials associated with the renewal of the Hospital All Risk Property Program for the 2018-2019 period. An overview of the most significant issues concerning this years' renewal are discussed here.

Over the past few years, the property insurance market has been in a “soft” cycle with record amounts of capacity entering the market in search of financial return. This past year has seen an increase in the number of catastrophe losses primarily originating from Hurricanes Harvey, Irma and Maria (HIM). These events have effectively changed the marketplace with carriers now pushing for rate increases based on excessive losses to the industry in 2017. We would still call the current market “correcting” vs. “hard” because capacity is still available at levels close to pre-HIM levels. Consequently, for the 2018-2019 renewal, most insureds will see rate increases over expiring. For those insureds that have either experienced significant shock losses, or persistent attritional loss activity, rates may increase higher than average to maintain their rates relative to the risk they present. In keeping with the programs' general history; however, we expect overall rates to remain below that which can be achieved in the market for similar coverage.

The primary \$2,500,000 layer will be renewed with the program's long-term partner, Lexington Insurance Company, A.M. Best Rated A XV. Lexington will also continue to provide significant capacity in the \$22,500,000 x/s \$2,500,000 layer, sharing the layer with Lloyd's of London, A.M. Best Rated A XV. Excess limits up to \$1,000,000,000 will be placed with London, Bermudian, European, and U.S domestic markets, all A.M. Best Rated of at least A- VII. Members should note several key highlights for this year's renewal:

- Boiler & Machinery cover for participating members of the APIP Boiler Program will be maintained with Hartford Steam Boiler (HSB), who will also continue to perform required jurisdictional inspections.
- Cyber (Privacy Liability) Coverage for both 1st and 3rd parties from the Beazley Syndicate at Lloyd's, A.M. Best Rated A XV, (for those eligible insureds) with coverage as outlined on the following proposal will be maintained. Additional excess options are available, if requested. **Please note claims reporting timeframe limitations for this coverage**
- Pollution Coverage for both 1<sup>st</sup> and 3<sup>rd</sup> parties from Illinois Union Insurance Company, A.M. Best Rated A++ XV, (for those eligible insureds) with coverage as outlined on the following proposal will be maintained. **Please note claims reporting timeframe limitations for this coverage**
- Vehicles/Contractor's Equipment – please note on the attached proposal whether the vehicle/contractors equipment valuation is Replacement Cost (new) or Actual Cast Value (ACV). If Replacement Cost (new) valuation is needed, the member must submit a schedule of vehicles or a vehicle valuation reporting form (provided in the pre-renewal packet) and vehicles must be valued at today's Replacement Cost (new). If values are not reported at Replacement Cost (new), the vehicle/contractor's equipment valuation basis will be ACV

Alliant Business Services (ABS) will continue to play a significant role not only in providing various types of loss control services, but also in providing appraisal services. For the 2018-2019 policy year, property valuations will continue to be a key focus. As a reminder, it is underwriters' intent to have all buildings with a scheduled value of \$5,000,000 or more appraised once every five to seven years. This service is included in the total program cost. Insureds may also choose to have lower valued buildings appraised. The cost to have all, or specific buildings appraised that are valued on a members schedule between \$25,000 and \$5,000,000 will be quoted at the time the request is made.

Please review important Disclosure and Loss Notification information included in your renewal materials. Your review and acknowledgement of these documents are required via your signature once you authorize a request to bind coverage with your Alliant representative.

**HOSPITAL ALL RISK PROPERTY PROGRAM (HARPP)**  
**July 1, 2017 – July 1, 2018**  
**EXECUTIVE SUMMARY**

The following table depicts key financial statistics relative to last year:

**Year-over-Year Rate and Premium Comparison**

<u>City of Alameda Health Care District</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018 (at 11/17/2017)</u>	<u>2018-2019</u>	<u>Variance</u>
Total Insured Values:	\$ 55,982,222	\$ 56,484,731	\$ 56,625,572	\$ 58,692,682	3.65%
Account Rate (per hundred dollars):	0.0433658	0.0419557	0.0409169	0.0446760	9.18%
Earthquake TIV:	Not Applicable	Not Applicable	Not Applicable	Not Applicable	N/A
Earthquake Limit:	Not Covered	Not Covered	Not Covered	Not Covered	N/A
*Total Annual Cost:	\$ 24,277.00	\$ 23,698.00	\$ 23,169.45	\$ 26,221.54	13.17%

\* TOTAL COST includes: all premiums (except Cyber Enhancement option, if purchased), underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes

The following pages are coverage items currently under review with the HARPP markets to be effective on July 1, 2018.

Thank you for your continued support of HARPP. We look forward to working with you this next year.

Please let us know if you have any questions about your renewal.

## HARPP SUMMARY OF PROPOSED CHANGES

**THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2018-2019 POLICY TERM**

Coverage	2017-2018	2018-2019 Proposed Changes	Status
Unscheduled Infrastructure sub-limit	\$2,000,000 Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs).	<b><u>Reduction to \$750,000</u></b> Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs). This reduction in limit is due to significant claims activity for unscheduled infrastructure over the last two years.	Update
Terrorism Policies	Endorsement NMA 2914 Electronic Data included as part of policies	Endorsement NMA 2914 Electronic Data deleted from policies	Clarification
Cyber Policy Form	Information Security & Privacy (Beazley InfoSec)	Information Security & Privacy (Beazley InfoSec-2018). Enhancements noted below	Update
Cyber FIRST PARTY LOSS: Business Interruption Loss resulting from System Failure:	Not Covered	Increased to \$250,000	Enhancement
Cyber Dependent Business Interruption Loss:	\$500,000	Increased to \$750,000	Enhancement
Cyber Forensic Expense:	\$100,000	Increased to \$2,000,000	Enhancement
Cyber PCI:	\$100,000	Increased to \$2,000,000	Enhancement
Cyber Funds Transfer Fraud:	Not Covered	Increased to \$50,000	Enhancement

## HARPP SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2018-2019 POLICY TERM

Coverage	2017-2018	2018-2019 Proposed Changes	Status
Cyber Criminal Reward:	Not Covered	Increased to \$25,000	Enhancement
Cyber Public relations consultancy costs:	\$50,000 Cap	Increased to No Cap	Enhancement

### Master Policy Form Wording Proposed Changes

Coverage	2017-2018	2018-2019 Proposed Changes	Status
Policy Term	July 1, 2017 to July 1,2018	July 1, 2018 to July 1,2019	Update
Section I, G. 6.	Library Book table	Updated library book values per US inflation calculator	Update

## HARPP SUMMARY OF PROPOSED CHANGES

THE FOLLOWING ITEMS ARE PROPOSED CHANGES FOR THE 2018-2019 POLICY TERM

### Master Policy Form Wording Proposed Changes

Coverage	2017-2018	2018-2019 Proposed Changes	Status
Section IV, B. 15	<p>Last paragraph:</p> <p>This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the Policy, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the Policy.</p>	<p>Last paragraph adjustment per underlined sentences:</p> <p>This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the Insured establishes is a direct result of a Covered Loss not otherwise excluded by the Policy, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the Company within twelve months from the expiration date of the Policy. <u>Notwithstanding Section IV, Item R., Other Insurance, coverage provided under this paragraph shall apply as primary. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.</u></p>	Pending





**ALL RISK  
COVERAGES &  
LIMITS:  
(continued)**

\$	50,000,000	Extra Expense.
\$	25,000,000	Miscellaneous Unnamed Locations for existing Named Insured's Excluding Earthquake coverage for Alaska and California Named Insureds. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
	365 Days	Extended Period of Indemnity
See Policy Provisions		\$25,000,000 Automatic Acquisition up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally a sub-limit of \$2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
\$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.
\$	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.
\$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.
\$	2,500,000	Money & Securities for named perils only as referenced within the policy.
\$	2,500,000	Unscheduled Fine Arts.
\$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration.



<b>ALL RISK COVERAGES &amp; LIMITS: (continued)</b>	\$	750,000	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs).
	\$	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
	\$	25,000,000	Transit.
	\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
	\$	2,500,000	Unscheduled Watercraft up to 27 feet.
	Not Covered		Per Occurrence for Off Premises Vehicle Physical Damage.
	\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
	\$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
	\$	1,000,000	Claims Preparation Expenses.
	\$	50,000,000	Expediting Expenses.
	\$	1,000,000	Personal Property Outside of the USA.

Not Covered Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.

\$ 500,000 Per Occurrence, \$2,000,000 Annual Aggregate per declaration for Communicable Disease for Hospital declarations only.

\$ 100,000 Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.

\$ 100,000 Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.

**VALUATION:**

- ) Repair or Replacement Cost
- ) Actual Loss Sustained for Time Element Coverages
- ) Contractor's Equipment /Vehicles either Replacement Cost or Actual Cash Value (ACV) as declared by each member. If not declared, valuation will default to Actual Cash Value (ACV)

**EXCLUSIONS  
(Including but not limited to):**

- ) Seepage & Contamination
- ) Cost of Clean-up for Pollution
- ) Mold

**Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).**

**"ALL RISK"**

**DEDUCTIBLE:**

\$ 25,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

**DEDUCTIBLES FOR  
SPECIFIC PERILS  
AND COVERAGES:**

Not Covered All Flood Zones Per Occurrence excluding Flood Zones A & V.

Not Covered Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).

Not Covered Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

\$ 1,000 Per Occurrence for Specially Trained Animals.

<b>DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES: (continued)</b>	\$	500,000	Per Occurrence for Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters).
	\$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
	\$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.
	\$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
	\$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
		24 Hour	Waiting Period for Service Interruption for All Perils and Coverages.
		2.5%	of Annual Tax Revenue Value per Location for Tax Interruption.
		Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
	\$	25,000	Per Occurrence for Contractor's Equipment.

**The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. However, the coverage costs are included in the APIP Total Cost noted below. Carriers providing these coverages are included in the Schedule of Carriers.**

\$	100,000,000	Per Named Insured Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-22, 25-30 and 32-34 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
\$	25,000	Per Occurrence Deductible for Primary Terrorism.
\$	600,000,000	Per Named Insured for Terrorism (Excess Layer) subject to;

- \$ 1,100,000,000 Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 25-30 and 32-34 for Terrorism (Excess Layer) subject to;
- \$ 1,400,000,000 Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 25-30 and 32-34, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
- \$ 500,000 Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
- Included Information Security & Privacy Insurance with Electronic Media Liability Coverage. See Cyber Coverage Document for details of coverage terms, limits and deductibles
- Included Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles.

**TERMS & CONDITIONS:**

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is 30% Earned at Inception

Except Pollution Liability Premium is 25% Minimum Earned Premium at Inception, then earned on a pro-rata basis to policy expiration; premium shall be deemed 100% earned in the event of a claim.

**NOTICE OF CANCELLATION:**

90 Days except 10 Days for non-payment of premium

	Annual Cost*
<b>Total Property Premium:</b>	\$ 24,396.00
<b>Excess Boiler:</b>	\$ 621.00
<b>ABS Fee:</b>	\$ 404.00
<b>SLT&amp;F's (Estimate)</b>	\$ 800.54
<b>Broker Fee:</b>	\$ 0.00
<b>TOTAL COST †: (Including Taxes and Fees)</b>	\$ 26,221.54

\*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment.

† TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)

**PRINT DATE:** May 28, 2018

**PROPOSAL VALID UNTIL:** July 1, 2018

**BROKER:** **ALLIANT INSURANCE SERVICES, INC.**  
**License No.** 0C36861  
Matt McManus  
Vice President  
  
Chris M. Tobin, ARM-P  
Senior Vice President  
  
Josephine P. Goetes  
Assistant Vice President

**NOTES:**

- ) ***Major pending and approved changes to the APIP Program are described in the Executive Summary for renewing insureds.***
- ) ***Some coverage, sub-limits, terms and conditions could change until negotiations with the insurance carriers have been finalized***
- ) ***This indication is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***
- ) ***Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy. Please refer to Policy for specific terms, conditions and exclusions***
- ) ***Change in Total Insurable Values will result in adjustment in premium***
- ) ***Each line of coverage is rated separately therefore increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc may increase the member average account rate***

***The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.***

**ALLIANT INSURANCE SERVICES, INC.  
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

**BOILER & MACHINERY PROPOSAL**

**PROGRAM:** Hospital All Risk Property Program (HARPP)  
**NAMED INSURED:** City of Alameda Health Care District  
**POLICY PERIOD:** July 1, 2018 to July 1, 2019  
**COMPANIES:** See Attached List of Companies  
**TOTAL INSURED VALUES:** \$ 58,692,682 as of May 28, 2018  
**STATUS/RATING:** See Attached List of Companies

**COVERAGES & LIMITS:**

\$	100,000,000	Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
		Included Jurisdictional and Inspections.
\$	10,000,000	Per Occurrence for Service/Utility/Off Premises Power Interruption.
		Included Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.
\$	10,000,000	Per Occurrence for Electronic Data Processing Media and Data Restoration.
\$	2,000,000	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.
\$	10,000,000	Per Occurrence for Hazardous Substances/Pollutants/Decontamination.
		Included Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.

<b>NEWLY ACQUIRED LOCATIONS:</b>	\$ 25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than \$25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding
<b>VALUATION:</b>		Repair or Replacement except Actual Loss sustained for all Time Element coverages
<b>EXCLUSIONS (Including but not limited to):</b>	<ul style="list-style-type: none"> <li>) Testing</li> <li>) Explosion, except for steam or centrifugal explosion</li> <li>) Explosion of gas or unconsumed fuel from furnace of the boiler</li> </ul>	
<b>OBJECTS EXCLUDED: (Including but not limited to):</b>	<ul style="list-style-type: none"> <li>) Insulating or refractory material</li> <li>) Buried Vessels or Piping</li> </ul>	
<b>NOTICE OF CANCELLATION:</b>		90 days except 10 days for non-payment of premium
<b>DEDUCTIBLES:</b>	<ul style="list-style-type: none"> <li>\$ 25,000</li> <li>\$ 25,000</li> <li>\$ 25,000</li> <li>\$ 25,000</li> <li>\$ 25,000</li> <li>\$ 25,000</li> <li>\$ 25,000</li> <li>\$ 25,000</li> <li>\$ 25,000</li> <li>10 per foot / \$2,500 Minimum</li> <li>24 Hour Waiting Period</li> <li>24 Hours</li> <li>30 Days</li> <li>5 x 100% of Daily Value</li> <li>5 x 100% of Daily Value</li> </ul>	<ul style="list-style-type: none"> <li>Except as shown for Specific Objects or Perils.</li> <li>Electronic Data Processing Media.</li> <li>Consequential Damage.</li> <li>Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.</li> <li>Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.</li> <li>Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.</li> <li>Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.</li> <li>Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.</li> <li>Deep Water Wells.</li> <li>Utility Interruption.</li> <li>Business Interruption/Extra Expense Except as noted below.</li> <li>Business Interruption - Revenue Bond.</li> <li>Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.</li> <li>Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.</li> </ul>

**Annual Cost**

**COST:** Cost is included on Property Proposal

**PRINT DATE:** May 28, 2018

**PROPOSAL VALID UNTIL:** July 1, 2018

**BROKER:** **ALLIANT INSURANCE SERVICES, INC.**  
**License No.** 0C36861

Matt McManus  
Vice President

Chris M. Tobin, ARM-P  
Senior Vice President

Josephine P. Goetes  
Assistant Vice President

**NOTES:**

- ) ***Major pending and approved changes to the APIP Program are described in the Executive Summary.***
- ) ***Change in Total Insurable Values will result in adjustment in premium***
- ) ***Some coverage, sublimits, terms and conditions could change until negotiations with the insurance carriers have been finalized***
- ) ***Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy. Please refer to Policy for specific terms, conditions and exclusions***



**Alliant Property Insurance Program  
2018-2019 Policy Year  
Schedule of Insurers (Prospective)**

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
Arch Specialty Insurance Company	012523	A+, Superior; Financial Size Category 15; \$2,000,000,000 to greater (As of 08/30/17)	A+ (As of 08/16/16)	Non-Admitted
Aspen Insurance UK Limited	084806	A, Excellent; Financial Size Category 15; \$2,000,000,000 or greater (As of 12/15/17)	A (As of 01/26/18)	Non-Admitted
Atain Specialty Insurance Company	002842	A, Excellent; Financial Size Category 8; \$100,000,000 to \$250,000,000 (As of 12/21/17)	Not Rated (As of 04/06/18)	Non-Admitted
Chubb European Group Limited	086485	A++ , Superior; Financial Size Category 15; \$1,500,000,000 to \$2,000,000,000 or greater (As of 10/05/17)	AA (As of 06/24/16)	Non-Admitted
Endurance Worldwide Insurance Limited	083234	A+, Superior; Financial Size Category 15; \$2,000,000,000 or greater (As of 07/14/17)	A (As of 03/28/17)	Non-Admitted
Evanston Insurance Co.	003759	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 12/20/17)	A (As of 07/27/17)	Non-Admitted
Hallmark Specialty Insurance Co.	010838	A-, Excellent; Financial Size Category 8; \$100,000,000 to \$250,000,000 (As of 08/02/17)	Not Rated (As of 04/06/18)	Non-Admitted
Homeland Insurance Company of New York	010604	A, Excellent; Financial Size Category 10; \$500,000,000 to \$750,000,000 (As of 02/03/18)	A- (As of 07/02/10)	Non-Admitted
Illinois Union Insurance Company	003510	A++, Superior; Financial Size Category 15; \$2,000,000,000 or greater (As of 10/05/17)	AA (As of 06/24/16)	Non-Admitted
Ironshore Specialty Insurance Company	013866	A, Excellent; Financial Size Category 15; \$1,500,000,000 to \$2,000,000,000 or greater (As of 05/02/17)	A (As of 05/02/17)	Non-Admitted
Lancashire Insurance Company (UK) Ltd.	078390	A, Excellent; Financial Size Category 12; \$1,000,000,000 to \$1,250,000,000 (As of 11/21/17)	A- (As of 02/28/18)	Non-Admitted

**Alliant Property Insurance Program  
2018-2019 Policy Year  
Schedule of Insurers (Prospective)**

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of California
Landmark American Insurance Co.	012619	A+, Superior; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000 (As of 09/29/17)	A (As of 04/21/15)	Non-Admitted
Lexington Insurance Company	002350	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 05/23/17)	A+ (As of 06/06/17)	Non-Admitted
Lloyd's of London	085202	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 07/20/17)	A+ (As of 10/12/17)	Non-Admitted
Maxum Indemnity Company	012563	A+, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 07/07/17)	Not Rated (As of 06/21/17)	Non-Admitted
PartnerRe Ireland Insurance Ltd.	088621	A, Excellent Financial Size Category 15; \$2,000,000,000 or Greater (As of 05/25/17)	A+ (As of 09/07/16)	Non-Admitted
Westchester Surplus Lines Insurance Company	004433	A+, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 10/05/17)	AA (As of 06/24/16)	Non-Admitted
Westport Insurance Corporation	000347	A+, Superior; Financial Size Category 15; \$2,000,000,000 or Greater (As of 12/07/17)	AA- (As of 10/28/11)	Admitted
XL Insurance America Inc.	002423	A, Excellent; Financial Size Category 15; \$2,000,000,000 or Greater (As of 03/06/18)	A+ (As of 10/12/17)	Admitted

**ALLIANT INSURANCE SERVICES, INC.  
 ALLIANT PROPERTY INSURANCE PROGRAM (APIP)  
 CYBER LIABILITY PROPOSAL**

**TYPE OF COVERAGE:** Information Security & Privacy Insurance with Electronic Media Liability Coverage

**PROGRAM:** Alliant Property Insurance Program (APIP) inclusive of Public Entity Property Insurance Program (PEPIP), and Hospital All Risk Property Program (HARPP)

**NAMED INSURED:** Any member(s), entity(ies), agency(ies), organizations(s), enterprise(s) and/or individuals(s) attached to each Declaration insured as per schedule on file with Insurer.

**DECLARATION:** Various Declarations as on file with Insurer

**POLICY PERIOD:** July 1, 2018 to July 1, 2019

**POLICY #:** TBD

**TERRITORY:** WORLD-WIDE

**RETROACTIVE DATE:** **HARPP**  
*For new members – the retro active date will be the date of addition*  
 July 1, 2009 For members endorsed onto the July 1, 2009/10 policy at a \$500,000 limit except for those members who did not provide a “No Known Losses Letter” then the retro date is the date that the member was added  
 July 1, 2010 For \$1,500,000 excess \$500,000

**INSURER:** Lloyd’s of London - Beazley Syndicate:  
 Syndicates 2623 - 623 - 100%

**COVERAGES & LIMITS:**

- Ai. \$ 25,000,000 Annual Policy and Program Aggregate Limit of Liability** (subject to policy exclusions) for all Insured’s/Members combined (Aggregate for all coverage’s combined, including Claims Expenses), subject to the following sub-limits as noted.
- Aii. \$ 2,000,000 Annual Aggregate Limit of Liability for each Insured/Member for Information Security & Privacy Liability. Each Member of a JPA will have a \$2,000,000 Limit Each** (Aggregate for all coverages combined, including Claim Expenses) but sublimited to:

**BREACH RESPONSE**

**Breach Response Costs:** \$ 500,000 **Annual Policy Aggregate Limit of Liability** for each Insured/Member **Privacy Notification Costs** coverage. (Limit is increased to \$1,000,000 if Beazley Vendor Services are used)

*\*Insured's with TIV above \$500,000,000 have the option to increase the **Breach Response** limit to \$1,000,000 (Limit is increased to \$2,000,000 if Beazley Vendor Services are used) with an additional premium of 10% of their allocated APIP cyber premium.*

**FIRST PARTY LOSS**

**Business Interruption Loss:** \$ 2,000,000 **Member Aggregate Limit of Liability** for each Insured/Member **resulting from Security Breach**

\$ 250,000 **Member Aggregate Limit of Liability** for each Insured/Member **resulting from System Failure**

**Dependent Business Loss:** \$ 750,000 **Member Aggregate Limit of Liability** for each Insured/Member **resulting from Dependent Security Breach**

**Cyber Extortion Loss:** \$ 2,000,000 **Member Aggregate Limit of Liability** for each Insured/Member **Cyber Extortion Loss**

**Data Recovery Costs:** \$ 2,000,000 **Member Aggregate Limit of Liability** for each Insured/Member **Data Protection Loss**

**LIABILITY**

**Data & Network Liability:** \$ 2,000,000 **Annual Policy Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Network Liability**

**Regulatory Defense & Penalties:** \$ 2,000,000 **Annual Policy Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Regulatory Defense & Penalties**

**Payment Card Liabilities & Costs:** \$ 2,000,000 **Annual Policy Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Payment Card Liabilities & Costs**

**Media Liability:** \$ 2,000,000 **Annual Policy Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Website Media Content Liability**

**ECRIME**

<b>Fraudulent Instruction:</b>	\$	50,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses for <b>Fraudulent Instruction.</b>
<b>Funds Transfer Fraud:</b>	\$	50,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses for <b>Funds Transfer Fraud</b>
<b>Telephone Fraud:</b>	\$	50,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses for <b>Telecommunications Fraud</b>

**CRIMINAL REWARD**

<b>Criminal Reward:</b>	\$	25,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses for <b>Criminal Reward.</b>
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**COVERAGE ENDORSEMENT(S)**

<b>Consequential Reputational Loss:</b>	\$	50,000	<b>Member Aggregate Limit of Liability</b> for each Insured/Member for all Damages and Claims Expenses for <b>Consequential Reputational Loss.</b>
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<b>RETENTION:</b>	\$	25,000	CSU Auxiliary Organizations only
	\$	50,000	Per Occurrence for each Insured/Member with TIV up to \$500,000,000 at the time of loss 8 Hour waiting period for first party claims
	\$	100,000	Per Occurrence for each Insured/Member with TIV greater than \$500,000,000 at time of loss 8 Hour waiting period for first party claims

*\*Insured's with TIV below \$250,000,000 have the option to buy-down the retention from \$50,000 to \$5,000 with an additional premium of \$5,000 per entity.*

**NOTICE:** **Policy coverage of this policy provides coverage on a claims made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the Insured and reported to underwriters during the policy period.** Claims expenses shall reduce the applicable limit of liability and are subject to the applicable retention.

**EXTENDED REPORTING PERIOD:** For First Named Insured - To be determined at the time of election (additional premium will apply)

**SPECIFIC COVERAGE PROVISIONS:** **A. Breach Response** indemnifies the Insured Organization for Breach Response Costs incurred by the Insured Organization because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the Policy Period.

**B. First Party Loss** indemnifies the Insured Organization for:

*Business Interruption Loss* indemnifies the Insured Organization sustains as a result of a Security Breach or System Failure that the Insured first discovers during the Policy Period.

*Dependent Business Interruption Loss* indemnifies the Insured Organization sustains as a result of a Dependent Security Breach or a Dependent System Failure that the Insured first discover during the Policy Period.

*Cyber Extortion Loss* indemnifies the Insured Organization incurs as a result of an Extortion Threat first made against the Insured Organization during the Policy Period.

*Data Recovery Costs* indemnifies the Insured Organization incurs as a direct result of a Security Breach that the Insured first discovers during the Policy Period.

**C. Liability**

*Data & Network Liability* pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period

*Regulatory Defense & Penalties* pays Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

*Payment Card Liabilities & Costs* indemnifies the Insured Organization for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

*Media Liability* pays Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for Media Liability.

**D. eCrime** indemnifies the Insured Organization for any direct financial loss sustained resulting from:

- ) Fraudulent Instruction
- ) Funds Transfer Fraud
- ) Telephone Fraud

That the Insured first discovers during the Policy Period.

**SPECIFIC COVERAGE PROVISIONS:** E. **Criminal Reward** indemnifies the Insured Organization for Criminal Reward Funds.  
**(Continued)**

**EXCLUSIONS:**  
**(Including but not limited to)**

- Coverage does not apply to any claim or loss from
- ) Bodily Injury or Property Damage
  - ) Any employer-employee relations, policies, practices
  - ) Contractual Liability or Obligation
  - ) Any actual or alleged act, error or omission or breach of duty by any director, officer, manager if claim is brought by principals, officers, directors, stockholders and the like
  - ) Anti-Trust violations
  - ) Unfair trade practices
  - ) Unlawful collection or acquisition of Personally Identifiable Non-Public Information
  - ) Distribution of unsolicited e-mails, facsimile, audio or video recording
  - ) Prior knowledge or previously reported incidents
  - ) Incidents occurring prior to retroactive date/continuity date
  - ) Any act, error, omission, of computer security if occurred prior to policy inception
  - ) Collusion
  - ) Securities Act Violations
  - ) Fair Labor Act Violations
  - ) Discrimination
  - ) Intentional Acts with regard to Privacy and Security Breach
  - ) Infringement - Patent and Copyright
  - ) Federal Trade Commission and related state, federal, local and foreign governmental activities
  - ) Insured vs. Insured
  - ) Money/Securities/Funds Transfer
  - ) Broadcasting, Publications and Advertising
  - ) War and Terrorism
  - ) Nuclear Incident
  - ) Radioactive Contamination
  - ) First Party Loss – with respects to Business Interruption as a result of System Failure only

**NOTICE OF CLAIM:**

- ) **IMMEDIATE NOTICE** must be made to Beazley NY of all potential claims and circumstances (assistance, and cooperation clause applies)
- ) Claim notification under this policy is to:  
 Beazley Group  
 Attn: TMB Claims Group  
 1270 Avenue of the Americas  
 New York, NY 10020  
[tmbclaims@beazley.com](mailto:tmbclaims@beazley.com)

**NOTICE OF CANCELLATION:** 10 days for non-payment of premium

**REINSTATEMENT PROVISIONS:** Optional reinstatement at 125% of the annual premium

**CYBER COST:** Cost is included in Total Property Premium  
30% Earned Premium at Inception

**OTHER SERVICES** Unlimited Access to Beazley Breach Solutions

**BROKER:** ALLIANT INSURANCE SERVICES, HOUSTON, LLC  
License No. 0C36861

**NOTES:** Coverage outlined in this Proposal are subject to the terms and conditions set forth in the policy which are currently under negotiations. Please refer to Policy for specific terms, conditions and exclusions once coverage is bound.



# APIP CYBER ENHANCEMENT OPTION (CEO)

Insurance for the digital age



Dear valued APIP client:

Beazley Insurance Group has been a trusted partner to the APIP program over the last 10 years, providing cyber coverage to Insureds at a nominal cost.

In the last few years there has been a noted increase in the number of cyber attacks. Due to the current cyber climate, Alliant believes it is important to review the limits and coverages available to our insureds and to provide additional options and services.

Alliant and Beazley working together have created an option to augment your current cyber coverage through a new APIP Cyber Enhancement Option (CEO). Even if you believe the current cyber limits available through APIP are sufficient, it may be worth investing time to have your Alliant broker discuss the benefits of enhanced coverage. Organizations with the most robust software protection are still susceptible to human error, a third party mishandling your information, or a rogue employee.

Currently, APIP insureds have \$2 million in cyber limits to include all services related to a data breach with a sub-limit up to \$1 million for Privacy Notification Costs. There are two options available to enhance your coverage through CEO:

## Option 1 –

- ) Separating breach notifications from the dollar limit and specifying the number of covered notifications so that notifications do not erode the APIP limit
- ) No monetary cap for credit monitoring and call center services
- ) Lower deductibles for privacy notification services
- ) Separate, standalone limits for Legal, Forensics, Crisis Management or Public Relations Firms
- ) Hands-on pre and post loss consultation from an expert team of cyber risk professionals.
- ) Extensive risk management resources available for your organizations' stakeholders (Legal, IT, Risk, Compliance, etc.)
- ) BBR Boost
- ) Post Breach Remedial Services – 100 hours provided by Lodestone Security
- ) Short form application

## Option 2 – Excess Limits available, up to \$5 Million for:

- ) Regulatory Defense & Penalties
- ) Website Media Content Liability
- ) Cyber Extortion
- ) Data Protection Loss & Business Interruption
- ) Increased PCI Fines and Penalties (sub-limited)

A Cyber Enhancement Option indication can be provided in 5-7 business days with little information. Contact your Alliant broker or Account Representative for more information by returning the attached document. Thank you.

# APIP CYBER ENHANCEMENT OPTION (CEO)

Insurance for the digital age



## APIP Cyber Enhancement Option (CEO):

Request:

Our Entity requests a proposal for the APIP Cyber Enhancement Option.

Declination:

Our Entity is not interested in the APIP Cyber Enhancement Option (CEO) that has been offered to us. We understand that Alliant has access to cyber insurance markets and can provide a quote for us in the future if we become interested. We decline to purchase the APIP Cyber Enhancement Option at this time.

City of Alameda Health Care District \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Please return this page to your Alliant representative.

*Premium for C.E.O. is excluded from the APIP Property Proposal.*

**ALLIANT INSURANCE SERVICES INC**  
**Hospital All Risk Property Program (HARPP)**  
**POLLUTION LIABILITY COVERAGE PROPOSAL**

**TYPE OF INSURANCE:**             Insurance  Reinsurance

**TYPE OF COVERAGE:**    Claims Made and Reported Pollution Liability

**PROGRAM:**                    **Hospital All Risk Property Program (HARPP)**

**NAMED INSURED:**        Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), and/or individual(s) insured as per Named Insured Schedule on file with Insurer, listed below.

**POLICY PERIOD:**            July 1, 2018 to July 1, 2019

**RETROACTIVE DATE:**    July 1, 2015 for existing insureds included on the 2015-2016 policy at inception, except for Third-Party claims and Non-Owned Disposal Site (NODS) coverage, which are retroactive to July 1, 1989; For all other insureds the retroactive date is the date of addition to the Program.

**COMPANY:**                    Illinois Union Insurance Company

**A.M. BEST INSURANCE RATING:**    A++, Superior, Financial Category XV (\$2 Billion or greater)  
Effective October 5, 2017

**STANDARD & POORS RATING:**    AA (Very Strong) *as of April 13, 2018*

**ADMITTED STATUS:**        Non-Admitted in all states except Illinois

**COVERAGE LOCATION:**        Per the following SOVs submitted and on file with carrier:

- 1. DEC 6 – SOVs
- 2. DEC 7 – SOVs
- 3. DEC 8 – SOVs
- 4. DEC 9 – SOVs
- 5. DEC 10 – SOVs
- 6. DEC 32 – SOVs (Only as endorsed)

Covered locations include any location owned, operated, managed, leased or maintained by the Insured, or by any named insured affiliated by common ownership at policy inception.

**COVERAGES & LIMITS:**

**\$20,000,000 Policy Program Aggregate (all-insureds combined)**  
**\$ 2,000,000 Per Pollution Condition or Indoor Environmental Condition (including mold, fungi and legionella pneumophila)**  
**\$ 2,000,000 Per Named Insured Aggregate**  
**\$ 2,000,000 Dedicated Legal Defense Policy Program Aggregate**

**SUBLIMITS:**

\$ 250,000 Catastrophe Management Costs Sublimit\*

\*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

**EXTENDED REPORTING PERIOD:**

For First Named Insured - To be determined at the time of election (additional premium can apply); Ninety (90) day basic extended reporting period available without additional premium.

**SPECIFIC COVERAGE PROVISIONS:**

**CLAIMS MADE AND REPORTED**

Coverage A – First Party Remediation Costs Coverage:  
First-party coverage for remediation costs arising out of (1) a pollution condition on, at under or migrating from a covered location (2) an indoor environmental condition at a covered location (3) a pollution condition resulting from transportation. Includes reasonable expenses incurred in order to remove, transport and lodge occupants in the care of the insured at another facility.

Coverage B – First Party Emergency Response Coverage:  
First-party coverage for remediation costs (including catastrophe management costs) incurred within seven (7) days following the discovery of: (1) a pollution condition on, at, under or migrating from a covered location; (2) an indoor environmental condition at a covered location; (3) a pollution condition resulting from covered operations or transportation. Costs must be reported to the insurer within fourteen (14) days.

Coverage C – Third-Party Claims Coverage, including Covered Operations:  
Third party coverage for bodily injury, property damage or remediation costs arising out of a pollution condition or an indoor environmental condition.

Covered operations are defined as the intended operations within the capacity of a healthcare facility, including any operation(s) performed by or on behalf of a “named insured” outside the physical boundaries of a covered location.

**SPECIFIC COVERAGE PROVISIONS (cont.):**

Underground Storage Tanks coverage included, with a self-insured retention of \$750,000. **Note: Does not meet financial assurance requirements.**

Choice of Counsel, with Insurer's approval.

Blanket Additional Insureds where required by written contract prior to a loss, but solely with respect to their vicarious liability for any named insureds direct liability.

Blanket Waiver of Subrogation, where required by written contract prior to a loss.

Mold, fungi and legionella pneumophila are included in the definition of indoor environmental conditions.

First and third party transportation coverage included in Coverage A.

Illicit Abandonment included in the definition of pollution condition.

\$2,000,000 Dedicated Defense Aggregate; once exhausted, Defense Costs and Expenses are within Limits of Liability.

The insurance afforded by this Policy shall apply in excess of and shall not contribute with any other such insurance.

Business interruption loss, catastrophe management costs and associated legal defense expense included in Coverage A.

Loss covered pursuant to a Federal, State, County or Municipality administered underground storage tank fund, or any functional equivalent to such fund, shall be considered primary insurance, to which the coverage afforded pursuant to this Policy shall only apply in excess. Under such primary insurance policy shall erode the \$750,000 per pollution condition self-insured retention. *This includes storage tank pollution liability insurance.*

Coverage for mid-term transactions with values that are less than \$25,000,000 shall automatically be added as a covered location.

Automatic Acquisition and Due Diligence – Property purchased in the amount of or in excess of \$25,000,000 need to be reported within 120 days, along with a Phase I Environmental Site Assessment, or two (2) years of property insurance loss runs or a completed, signed application.

Associated legal defense expenses included in Coverage B.

Natural resource damage included in definition of property damage.

Blanket Coverage included for Non-Owned Disposal Sites. Includes any properly permitted and licensed non-owned disposal sites that have not been identified by the United States EPA National Priorities List, CERCLIS list or any functional equivalent of those listings, and is not undergoing voluntary or regulatory required remediation at the time the waste was received for disposal.



**EXCLUSIONS:  
(Including but not  
limited to):**

Coverage does not apply to any claim or loss from:

- ) Asbestos and Lead Based Paint. *This exclusion does not apply to Third-party claims for Bodily Injury, Property Damage or any associated legal defense expenses, nor to First-party Remediation Costs arising out of asbestos, asbestos-containing material, or lead-based paint discovered in soil or groundwater. Also does not apply to first-party remediation costs that first commenced during the policy period, do not arise out of or relate to any pollution conditions which existed prior to policy inception, are sudden, unintended and unexpected by the Insured and discovered within seven (7) days of commencement, as long as they are reported to the Insurer within twenty-one (21) days of discovery. This does not include coverage for asbestos or lead-based paint abatement, removal, or disposal resulting from the maintenance, renovation or physical improvement of a covered location.*
- ) Contractual Liability – *Does not apply to environmental indemnity obligations, or to liability for pollution conditions or indoor environmental conditions assumed by the Insured pursuant to a written contract that specifically relates to covered operations, provided that any such contract was executed and effective prior to the performance of the covered operations that resulted in the pollution condition or indoor environmental condition*
- ) Divested Property
- ) Employer's Liability
- ) Criminal Fines and Penalties
- ) First Party Property Damage – *Does not apply to remediation costs, emergency response costs, business interruption loss and catastrophe management costs*
- ) Fraud or Misrepresentation
- ) Insured's Internal Expenses – *Does not apply to emergency response costs or to catastrophe management costs*
- ) Insured vs. Insured
- ) Intentional Non-Compliance
- ) Known Conditions
- ) Material Change in Risk – *Does not apply to health care facility intended use or operations*
- ) Owned Disposal Sites
- ) Prior Covered Operations
- ) Prior Disposal
- ) Prior Transportation
- ) Products Liability
- ) Vehicle Damage
- ) Workers' Compensation
- ) War or Terrorism

**RETENTION:**

\$ 50,000 Per Pollution Condition or Indoor Environmental Condition

\$750,000 Underground Storage Tank Specific

3 Days Waiting Period for Business Income and Extra Expense

### CLAIMS REPORTING NOTICE

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

### THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

#### LOSS REPORTING REQUIREMENTS:

Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to:

- 1) Chubb Environmental Claims Manager  
Chubb USA Claims  
P.O. Box 5103  
Scranton, PA 18505-0510  
(800) 951-4119 (Fax – First Notices Only)  
(866) 635-5687 (Fax – All Other Items)  
First Notice Email: [CasualtyRiskEnvironmentalFirstNotice@chubb.com](mailto:CasualtyRiskEnvironmentalFirstNotice@chubb.com)
- 2) Chubb Environmental Incident ALERT  
Sign up at <https://ace.spillcenter.net/>  
24/7 incident reporting via phone, web or mobile device  
App Available on Apple App Store, Google Play and Blackberry App World
- 3) Akbar Sharif  
Alliant Insurance Services, Inc.  
1301 Dove Street, Suite 200  
Newport Beach, CA 92660  
949 260-5088  
949 756-2713 – fax  
[Akbar.Sharif@alliant.com](mailto:Akbar.Sharif@alliant.com)

#### NOTICE OF CANCELLATION:

90 days except 15 days for non-payment of premium

#### REINSTATEMENT PROVISIONS:

Not Provided.

- POLLUTION LIABILITY COST:** Cost is included in Total Property Premium  
25% Minimum Earned Premium at Inception, then earned on a pro-rata basis to policy expiration; premium shall be deemed 100% earned in the event of a claim.
- OTHER SERVICES:** Value-Added Engineering Package:
- Mold Awareness Training
    - Chubb will offer a single Mold Awareness Training Presentation, provided by ACE ESIS personnel, for little or no additional cost. Must be held at one central location or online.
  - Due Diligence Program Overview
    - Chubb will provide up to 50 First Search Reports of government environmental databases for no additional charge
  - Asbestos-Containing Materials (ACM)/Lead Based Paint (LBP) Plan
    - Chubb will assist the-insured in the creation of a single ACM/LBP plan for a minimal additional cost
  - Mold Operations & Maintenance (O&M) Plan
    - Chubb will assist the insured in the creation of a single Mold O&M plan for a minimal additional cost
- QUOTE VALID UNTIL:** July 1, 2018
- BROKER:** **ALLIANT INSURANCE SERVICES, INC.**  
**License No. 0C36861**



# Environmental Incident ALERT<sup>SM</sup>

## Chubb Logistical Environmental Response Technology



Environmental releases can happen unexpectedly and at any moment. When these events occur companies are faced with the responsibility of cleanup and site remediation, not to mention the additional cost factors and regulatory implications that can be involved.

Environmental Incident ALERT<sup>SM</sup> is a complimentary program developed to assist Chubb Environmental clients find and dispatch qualified incident response contractors, monitor cleanup costs (in real time) and mitigate potential liabilities associated with environmental releases.

### Services

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- Incident Reporting
- Contractor Referrals
- Response Coordination Assistance
- Incident Documentation
- Invoice Review
- Customized Alerts
- Contractor Registration
- Subject - Relevant E-Marketing communications

### Key Highlights

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- 24/7 incident reporting via phone, web or mobile device
- Access to a database of over 3,500 response contractors that clients can independently engage for services
- Assistance with Federal/State/Local Regulatory reporting (through an Chubb vendor)
- Response coordination assistance (multilingual capabilities)
- Capability of establishing customized alerts via email and/or text message when the system is activated

- Complete data package delivered electronically
- Business Continuity – minimize disruption to the clients' business and focus on returning to normal operations

### How to Access

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Details of the program, including access to where Chubb Environmental clients can complete their enrollment, is available online at <https://ace.spillcenter.net>

- Once enrollment is complete, clients can report an environmental incident either online, by telephone or mobile device via the Environmental Incident ALERT<sup>SM</sup> application available on iPhone, Android and certain Blackberry models.

Visit <https://ace.spillcenter.net> to learn more about Environmental Incident ALERT<sup>SM</sup>



### Contact Us

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Bob Winterburn  
O 215.640.1451  
E [Robert.Winterburn@chubb.com](mailto:Robert.Winterburn@chubb.com)

Steve Piatkowski  
O 215.640.4890  
E [Steven.Piatkowski@chubb.com](mailto:Steven.Piatkowski@chubb.com)

[www.chubb.com](http://www.chubb.com)

## Chubb. Insured.<sup>SM</sup>

Environmental Incident ALERT<sup>SM</sup> is offered through Spill Center, a North American leader in environmental regulatory reporting and spill support that draws from a database of more than 3,500 environmental cleanup contractors throughout North America who are experienced and equipped to react to particular kinds of spills. Reporting a spill using Environmental Incident ALERT<sup>SM</sup> services offered through Spill Center is not an indication that coverage is available under your policy. Any communications in connection with your use of Environmental Incident ALERT<sup>SM</sup> services offered through Spill Center are not intended to alter, amend or provide interpretive commentary on any insurance policy contracts. Spill Center is not a subsidiary or affiliate of the Chubb Group. Chubb Group disclaims all liability, loss, damages and other costs that may arise out of your use of or reliance upon any spill reporting services, other services, communications and representations or warranties made by Spill Center or its affiliates.

Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at [www.chubb.com](http://www.chubb.com). Insurance provided by Chubb American Insurance Company and its U.S. based Chubb underwriting company affiliates. All products may not be available in all states. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Surplus lines insurance sold only through licensed surplus lines producers. Chubb is the world's largest publicly traded property and casualty insurance group. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to adverse group of clients. Chubb Limited, the parent company of Chubb, is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

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03/2016

**ALLIANT PROPERTY INSURANCE PROGRAM  
2018-2019**

**NAMED INSURED SCHEDULE  
As of 05/28/2018**

**THE NAMED INSURED IS:**

City of Alameda Health Care District  
2070 Clinton Ave  
Alameda, CA 94501

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

- (1) Giving notice of cancellation,
- (2) Giving instructions for changes in the Policy and accepting changes in this Policy
- (3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

**NAMED INSURED MEMBER(S):**

City of Alameda Health Care District

**HARPP PROPERTY SCHEDULE**  
**CITY OF ALAMEDA HEALTH CARE DISTRICT DBA: ALAMEDA**  
**HOSPITAL**  
**May 28, 2018**

Loc #	2nd Id	Address, City, Zip	Occupancy	Construction	Auto Spklr	Year Built	Year Apprs	Zone	Real Prop	Pers Prop	BI / Rents	Year	Real Property	Personal Property	BI / Rents	Totals
1		HOSPITAL & ADMINISTRATION 2070 CLINTON AVE ALAMEDA CA 94501	0 SQ. FT.	Class: UNKNOWN	Yes			EQ: A2 Flood: X	No No	No No	No No	2017	\$5,008,653	\$0	\$0	\$5,008,653
				Notes: Eff. 5/1/14 - AHS- Alameda Health System who is insured through the EIA via Alameda County took over the operations of the hospital. Alameda Healthcare Distric retains the real property and the BI and PP has been moved to AHS.				Rent Notes:				2018	\$5,191,970	\$0	\$0	\$5,191,970
Lat: 37.76351		Lng. -122.25421		Alarms:												
1	A	ALL OFFICE SPACE - ADMIN ONLY, NO HOSPITAL USE EAST BUILDING CA	43,000 SQ. FT.	Class: B	Yes	1925		EQ: A2 Flood: X	No No	No No	No No	2017	\$0	\$0	\$0	\$0
			Pct. Sprnkl: 100	Notes: BI values included in BI at location 1B.				Rent Notes:				2018	\$0	\$0	\$0	\$0
Lat:		Lng.	Stories: 5	Alarms:												
1	B	MAIN HOSPITAL - PHARMACY, LAB, NURSING, OUTPATIENT SOUTH BUILDING/RADIOLOGY ADDITION CA	59,000 SQ. FT.	Class: B	Yes	1982		EQ: A2 Flood: X	No No	No No	No No	2017	\$17,502,815	\$0	\$0	\$17,502,815
			Pct. Sprnkl: 100	Notes: Eff. 5/1/14 - AHS- Alameda Health System who is insured through the EIA via Alameda County took over the operations of the hospital. Alameda Healthcare Distric retains the real property and the BI and PP has been moved to AHS.				Rent Notes:				2018	\$18,143,418	\$0	\$0	\$18,143,418
Lat:		Lng.	Stories: 3	Alarms:												
1	C	SURGERY LOCATION WEST BUILDING/SURGERY/PHYSICAL PLANT CA	22,000 SQ. FT.	Class: B	Yes	1967		EQ: A2 Flood: X	No No	No No	No No	2017	\$6,524,485	\$0	\$0	\$6,524,485
			Pct. Sprnkl: partial	Notes: Eff. 5/1/14 - AHS- Alameda Health System who is insured through the EIA via Alameda County took over the operations of the hospital. Alameda Healthcare Distric retains the real property and the BI and PP has been moved to AHS.				Rent Notes:				2018	\$6,763,281	\$0	\$0	\$6,763,281
Lat:		Lng.	Stories: 2	Alarms:												

The above location is continued on the next page.

PREPARED BY  
**Alliant Insurance Services, Inc.**  
 1301 Dove Street  
 Suite 200  
 Newport Beach, CA 92660 (949) 756-0271

**HARPP PROPERTY SCHEDULE**  
**CITY OF ALAMEDA HEALTH CARE DISTRICT DBA: ALAMEDA**  
**HOSPITAL**  
**May 28, 2018**

Page 2  
 Includes B & M  
 Filter: Selected records  
 Real Property Trend Factor: 3.66%  
 Personal Property Trend Factor: 2.33%

Loc #	2nd Id	Address, City, Zip	Occupancy	Construction	Auto Spklr	Year Built	Year Apprs	Zone	Real Prop	Pers Prop	BI / Rents	Year	Real Property	Personal Property	BI / Rents	Totals
Alarms:																
1	D	SOME SURGERY AND PHYSICAL PLANT STEPHENS WING/3FL.ADDITION CA	21,000 SQ. FT.	Class: B ALL REINFORCED CONCRETE	No	1955		EQ: No Flood: X	No	No	No	2017	\$6,175,203	\$0	\$0	\$6,175,203
				Notes: Eff. 5/1/14 - AHS- Alameda Health System who is insured through the EIA via Alameda County took over the operations of the hospital. Alameda Healthcare Distric retains the real property and the BI and PP has been moved to AHS. Alarms: Pot. Sprkl: Portal				Rent Notes:				2018	\$6,401,215	\$0	\$0	\$6,401,215
Lat:		Lng.	Stories: 3													
1	E	EMERGENCY LOCATION EMERGENCY CA	6,370 SQ. FT.	Class: B ALL REINFORCED CONCRETE	Yes	1986		EQ: No Flood: X	No	No	No	2017	\$1,999,542	\$0	\$0	\$1,999,542
				Notes: Eff. 5/1/14 - AHS- Alameda Health System who is insured through the EIA via Alameda County took over the operations of the hospital. Alameda Healthcare Distric retains the real property and the BI and PP has been moved to AHS. Alarms:				Rent Notes:				2018	\$2,072,725	\$0	\$0	\$2,072,725
Lat:		Lng.	Stories: 1 Pct. Sprnkl: 100													
2		CONVALESCENT HOSPITAL BUILDING 625 WILLOW AVE ALAMEDA CA 94501	6,000 SQ. FT.	Class: D ALL COMB (WOOD FRAME)	Yes	1960		EQ: A2 Flood: X	No	No	No	2017	\$1,474,956	\$0	\$0	\$1,474,956
				Notes: Eff. 5/1/14 - AHS- Alameda Health System who is insured through the EIA via Alameda County took over the operations of the hospital. Alameda Healthcare Distric retains the real property and the BI and PP has been moved to AHS. Alarms:				Rent Notes:				2018	\$1,528,939	\$0	\$0	\$1,528,939
Lat: 37.760918		Lng. -122.253872	Stories: 1 Pct. Sprnkl: 100													

**HARPP PROPERTY SCHEDULE**  
**CITY OF ALAMEDA HEALTH CARE DISTRICT DBA: ALAMEDA HOSPITAL**

Includes B & M  
 Filter: Selected records  
 Real Property Trend Factor: 3.66%  
 Personal Property Trend Factor: 2.33%

**May 28, 2018**

Loc #	2nd Id	Address, City, Zip	Occupancy	Construction	Auto Spklr	Year Built	Year Apprs	Zone	Real Prop	Pers Prop	BI / Rents	Year	Real Property	Personal Property	BI / Rents	Totals
3		APARTMENT BUILDING 1359 PEARL STREET ALAMEDA CA 94501	7,372 SQ. FT.	Class: D ALL COMB (WOOD FRAME)	No	1949		EQ: A2 Flood: X	No	No	No	2017	\$2,034,829	\$0	\$118,857	\$2,153,686
		ALAMEDA CA 94501 Stories: 2 Lat: 37.76125 Lng. -122.23817		Notes: 5-1-14 Per James & Gable, this location will be retained by City of Alameda Health Care District in its entirety. It will not be moved to Alameda Health System in EIA. Alarms:				Rent Notes:				2018	\$2,109,304	\$0	\$118,857	\$2,228,161
4		RETAIL BUILDING 2711 ENCINAL AVE ALAMEDA CA 94501	2,486 SQ. FT.	Class: D ALL COMB (WOOD FRAME)	No	1946		EQ: A2 Flood: X	No	No	No	2017	\$741,007	\$0	\$27,375	\$768,382
		ALAMEDA CA 94501 Stories: 1 Lat: 37.75944 Lng. -122.23889		Notes: 5-1-14 Per James & Gable, this location will be retained by City of Alameda Health Care District in its entirety. It will not be moved to Alameda Health System in EIA. Alarms:				Rent Notes:				2018	\$768,128	\$0	\$27,375	\$795,503
5		KATE CREEDON CENTER FOR ADVANCED WOUND CARE 815 ATLANTIC AVENUE ALAMEDA CA 94501-2298	4,700 SQ. FT. OUTPATIENT WOUND CENTER	Class: A NON COMB STEEL FRAME	No	1982		EQ: A2 Flood: X	No	No	No	2017	\$0	\$0	\$0	\$0
		ALAMEDA CA 94501-2298 Stories: 1 Lat: 37.779867 Lng. -122.274101		Notes: Insured occupies Suite 100. (4700 sqft) Eff. 5/1/14 - AHS- Alameda Health System who is insured through the EIA via Alameda County took over the operations of the hospital. Location is leased. Alarms: Yes				Rent Notes:				2018	\$0	\$0	\$0	\$0
6		ALAMEDA HOSPITAL AT WATERS EDGE 2401 BLANDING AVENUE ALAMEDA CA 94501-1503	28,500 SQ. FT. 120 BED SKILLED NURSING FACILITY	Class: CB CONCRETE BLOCK	Yes	1971		EQ: A2 Flood: X	No	No	No	2017	\$15,015,287	\$0	\$0	\$15,015,287
		ALAMEDA CA 94501-1503 Stories: 1 Pct. Sprinkl: 100%		Notes: Eff. 5/1/14 - AHS- Alameda Health System who is insured through the EIA via Alameda Health System took over the				Rent Notes:				2018	\$15,564,847	\$0	\$0	\$15,564,847

The above location is continued on the next page.

PREPARED BY  
**Alliant Insurance Services, Inc.**  
 1301 Dove Street  
 Suite 200  
 Newport Beach, CA 92660 (949) 756-0271

**HARPP PROPERTY SCHEDULE**  
**CITY OF ALAMEDA HEALTH CARE DISTRICT DBA: ALAMEDA**  
**HOSPITAL**  
**May 28, 2018**

Page 4  
 Includes B & M  
 Filter: Selected records  
 Real Property Trend Factor: 3.66%  
 Personal Property Trend Factor: 2.33%

Loc #	2nd Id	Address, City, Zip	Occupancy	Construction	Auto Spklr	Year Built	Year Apprs	Zone	Real Prop	Pers Prop	BI / Rents	Year	Real Property	Personal Property	BI / Rents	Totals
Lat: 37.77041		Lng. -122.23711		operations of the hospital. Location is leased. Alarms:												
9		DISTRICT OFFICE 888 WILLOW ST. ALAMEDA CA 94501-4328	800 SQ. FT.	Class: D ALL COMB (WOOD FRAME)	No	1982		EQ: A2 Flood: X	No	No	No	2017	\$0	\$2,563	\$0	\$2,563
		Stories: 2 Pct. Sprinkl: 0		Notes: Exterior walls are stacked 8" light weight masonry block, presumably grouted and reinforced. We were told that the foundation is a conventional spread foundation and the floor is slab-on-grade. Alarms:				Rent Notes:				2018	\$0	\$2,623	\$0	\$2,623
Lat: 37.762605		Lng. -122.253062														

	Year	Real Property	Personal Property	BI / Rents	Totals		Year	Real Property	Personal Property	BI / Rents	Totals
GRAND TOTALS:	2017	\$56,476,777	\$2,563	\$146,232	\$56,625,572	GRAND TOTALS:	2018	\$58,543,827	\$2,623	\$146,232	\$58,692,682
SPRINKLERED:	2017	\$47,525,738	\$0	\$0	\$47,525,738	SPRINKLERED:	2018	\$49,265,180	\$0	\$0	\$49,265,180
UNSPRINKLERED:	2017	\$8,951,039	\$2,563	\$146,232	\$9,099,834	UNSPRINKLERED:	2018	\$9,278,647	\$2,623	\$146,232	\$9,427,502
EARTHQUAKE:	2017	\$0	\$0	\$0	\$0	EARTHQUAKE:	2018	\$0	\$0	\$0	\$0
FLOOD:	2017	\$0	\$0	\$0	\$0	FLOOD:	2018	\$0	\$0	\$0	\$0

SIGNED / ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

County.Frx

## Disclosures / Disclaimers

**This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by your organization. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.**

**Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.**

**This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.**

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them via this [AmBest Consumer Web link](#). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

## NY Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including



the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

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## Other Disclosures / Disclaimers Cont.

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

### NRRA:

*(Applicable if the insurance company is non-admitted)*

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

## Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

### Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.

## LOSS NOTIFICATION REQUIREMENT

### ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

- I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA  
Senior Vice President, Regional Claims Director  
Voice: (415) 403-1445 Cell: (415) 518-8490  
Email: [rfrey@alliant.com](mailto:rfrey@alliant.com)

Diana L. Walizada, AIC, CPIW, RPA, AINS  
Vice President, Claims Unit Manager  
Voice: (415) 403-1453  
Email: [dwalizada@alliant.com](mailto:dwalizada@alliant.com)

Address:

Alliant Insurance Services, Inc.  
100 Pine St, 11<sup>th</sup> Floor  
San Francisco CA 94111  
Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

- II. Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:

Sandra Doig  
McLaren's Global Claims Services  
1301 Dove St., Suite 200  
Newport Beach, CA 92660  
Voice: (949) 757-1413 Fax: (949) 757-1692  
Email: [sandra.doig@mcclarens.com](mailto:sandra.doig@mcclarens.com)

Address:

- III. Cyber Liability Carrier Beazley NY needs to also be provided with Notice of Claim immediately (if purchased):

Beth Diamond  
Beazley Group  
1270 Avenue of the America's, Suite 1200  
New York, NY 10020  
Fax: (546) 378-4039  
Email: [tmbclaims@beazley.com](mailto:tmbclaims@beazley.com)

Address:

Elaine G. Tizon, CISR  
Assistant Vice President, Claims Advocate  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111-5101  
Voice: (415) 403-1458 Fax: (415) 403-1466  
Email: [elaine.tizon@alliant.com](mailto:elaine.tizon@alliant.com)

Address:

- IV. Pollution Liability Carrier ACE Environmental, Risk Claims Manager (if purchased):

ACE USA Claims  
PO Box 5103  
Scranton, PA 18505-0510  
Environmental Emergency: (888) 310-9553  
Fax: (800) 951-4119  
Email: [CasualtyRiskEnvironmentalFirstNotice@chubb.com](mailto:CasualtyRiskEnvironmentalFirstNotice@chubb.com)

Address:

Akbar Sharif  
Claims Advocate  
1301 Dove St. Ste. 200  
Newport Beach, CA 92646  
Voice: (949) 260-5088 Fax: (415) 403-1466  
Email: [asharif@alliant.com](mailto:asharif@alliant.com)

Address:

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number

## APIP Claims Reporting Acknowledgement(s) Receipt Form

The Claims Reporting Forms are being included with your packet to ensure claims reporting procedures are known and available for future reference. Please review the information. We ask that you share these critical documents with all members of your team (and Pool Members and their staffs where applicable.)

We request that you review the items indicated as attached, then complete the bottom portion, sign and submit to your Alliant Insurance Services representative either by a scanned e-mail or mail to have it be included in your insurance records.

- APIP Property Claims Reporting
  
- Cyber Claims Reporting (*this is a claims made policy*) if coverage is purchased
  
- Pollution Liability Claims Reporting (*this is a claims made policy*) if coverage is purchased

**Acknowledgement for Claims reporting procedures under Alliant Property Insurance Programs In effect: July 1, 2018 until further notice**

I have read and been informed about these separate reporting requirements under the coverage parts that apply to our entity as indicated above and provided through APIP by Alliant.

**Insured Entity Name: City of Alameda Health Care District**

---

**Authorized Signature:**

---

Print Name

---

Date

---

Title:

IN THE EVENT OF A

## PROPERTY LOSS:

- 1) *Follow your organization procedures for reporting and responding to an incident*
- 2) *Alert local emergency authorities, as appropriate*
- 3) *Report the incident to Alliant Insurance Services immediately at:*

# 877-725-7695

**All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.**

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

- 4) *Report the incident to McLarens Global Claims Services AND your Alliant representative*

**PROPERTY FIRST NOTICE OF LOSS FORM**

SEND TO: Alliant Insurance Services, Inc.

BY MAIL: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111

BY FAX: (415) 403-1466

BY EMAIL: [rfrey@alliant.com](mailto:rfrey@alliant.com) AND [dwalizada@alliant.com](mailto:dwalizada@alliant.com)

Carbon Copy APIP Claims Administrator: [sandra.doig@mclarens.com](mailto:sandra.doig@mclarens.com) and your Alliant representative

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

Type of Claim: (check all that apply)

- Real Property                       Vehicles  
 Personal Property                       Other

**Insured's Name & Contact Information**

Insured's Name: \_\_\_\_\_ Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Broker/Agent's Name & Contact Information**

Company Name: Alliant Insurance Services - Claims      Point of Contact: Robert A. Frey & Diana L. Walizada

Address: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111

Phone #: 1-877-725-7695

Fax #: 415-403-1466

**Policy Information**

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_ per \_\_\_\_\_ agg      Self-Insured Retention/Deductible: \_\_\_\_\_

**Loss Information**

Date of Incident/Claim: \_\_\_\_\_ Location: \_\_\_\_\_

Description of Loss:

\_\_\_\_\_  
\_\_\_\_\_

Please list all attached or enclosed documentation:  (check if none provided) \_\_\_\_\_

\_\_\_\_\_

Name of Person Completing This Form: \_\_\_\_\_

Signature: \_\_\_\_\_

**Per the PEPIP USA Form Master Policy Wording, Section IV General Conditions;**

**J. NOTICE OF LOSS**

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 100 Pine Street, 11th Floor, San Francisco, CA 94111-1073. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

IN THE EVENT OF A  
**CYBER LOSS:**

- 1) *Follow your organizations procedures for reporting and responding to an incident*
- 2) *Alert authorities, as appropriate*
- 3) *Report the incident to Beazley Group immediately at:*

[tmbclaims@beazley.com](mailto:tmbclaims@beazley.com)

**All Cyber losses must be reported as soon as practicable upon knowledge by the insured that a loss has occurred.**

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

- 4) *Report the incident to Alliant Claims Department and your Alliant representative*

**SPECIAL NOTE REGARDING PRIVACY NOTIFICATION COSTS:**

The policy provides a \$500,000 Aggregate Limit for Privacy Notification Costs. If you utilize a Beazley vendor, the limit is increased to \$1,000,000.

Please contact Beazley for a list of approved vendors.

**CYBER FIRST NOTICE OF LOSS FORM**

**SEND TO:** Beazley Group

**BY MAIL:** 1270 Avenue of the America's, Suite 1200, New York, NY 10020

**BY FAX:** (546) 378-4039

**BY EMAIL:** [tmbclaims@beazley.com](mailto:tmbclaims@beazley.com)

**CC Alliant Claims Department:**  
[elaine.tizon@alliant.com](mailto:elaine.tizon@alliant.com) , and your Alliant representative

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

**Insured's Name & Contact Information**

Insured's Name: \_\_\_\_\_ Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Broker/Agent's Name & Contact Information**

Company Name: Alliant Insurance Services – Claims Point of Contact: Elaine Tizon

Address: 100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111

Phone #: 877-725-7695 Fax #:415-403-1466

**Policy Information**

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_ per \_\_\_\_\_ agg Self-Insured Retention/Deductible \_\_\_\_\_

**Loss Information**

Date of Incident/Claim: \_\_\_\_\_ Location: \_\_\_\_\_

Description of Loss: \_\_\_\_\_

Please list all attached or enclosed documentation:  (check if none provided) \_\_\_\_\_

Name of Person Completing This Form: \_\_\_\_\_

Signature: \_\_\_\_\_



## A. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

1. If any **Claim** is made against the **Insured**, the **Insured** shall, as soon as practicable upon knowledge by the **Insured**, forward to the Underwriters through persons named in Item 9.A. of the Declarations written notice of such **Claim** in the form of a telecopy, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative; provided that with regard to coverage provided under Insuring Agreements I.A. and I.C., all **Claims** made against any **Insured** must be reported no later than the end of the **Policy Period**, in accordance with the requirements of the **Optional Extension Period** (if applicable), or within thirty (30) days after the expiration date of the **Policy Period** in the case of **Claims** first made against the Insured during the last thirty (30) days of the **Policy Period**.
  
2. With respect to Insuring Agreement I.B. for a legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Clause I.A.1 or I.A.2, such incident or reasonably suspected incident must be reported as soon as practicable during the **Policy Period** after discovery by the Insured. For such incidents or suspected incidents discovered by the **Insured** within 60 days prior to expiration of the Policy, such incident shall be reported as soon as practicable, but in no event later than 60 days after the end the **Policy Period**, provided; if this Policy is renewed by Underwriters and covered **Privacy Notification Costs** are incurred because of such incident or suspected incident reported during the 60 day post **Policy Period** reporting period, then any subsequent **Claim** arising out of such incident or suspected incident is deemed to have been made during the **Policy Period**.
  
3. With respect to Insuring Agreements I.A. and I.C., if during the **Policy Period**, the **Insured** first becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to Underwriters in the form of a telecopy, or express or certified mail through persons named in Item 9.A. of the Declarations as soon as practicable during the **Policy Period** of:
  - a. the specific details of the act, error, omission, or **Security Breach** that could reasonably be the basis for a **Claim**;
  - b. the injury or damage which may result or has resulted from the circumstance; and
  - c. the facts by which the **Insured** first became aware of the act, error, omission or **Security Breach**

Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.
  
4. A **Claim** or legal obligation under section X.A.1 or X.A.2 above shall be considered to be reported to the Underwriters when written notice is first received by Underwriters in the form of a telecopy, or express or certified mail or email through persons named in Item 9.A. of the Declarations of the **Claim** or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with sub-paragraph X.A.3. above.

(Cyber)

**CHUBB**

Chubb Environmental

IN THE EVENT OF AN

## ENVIRONMENTAL EMERGENCY:

**1) Follow your organization procedures for reporting and responding to an incident**

**2) Alert local emergency authorities, as appropriate**

**3) Report the incident to ACE Environmental Risk immediately at:**

**888-310-9553 or use ACE Alert App**

**4) Report the incident to Alliant**

Akbar Sharif  
Claims Advocate  
949-260-5088  
415-403-1466 – fax  
[asharif@alliant.com](mailto:asharif@alliant.com)

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident. You will be contacted by a trained representative of ACE to discuss further response steps as soon as possible.

DO follow your organization's detailed response plan  
DO contact your management as well as appropriate authorities  
DO ensure anyone who could come in contact with a spill or release is kept away

DO NOT ignore a potential spill or leak  
DO NOT attempt to respond beyond your level of training or certification

**CHUBB® CHUBB ENVIRONMENTAL FIRST NOTICE OF LOSS FORM**

**SEND TO:** Chubb Environmental Claims Manager  
**BY MAIL:** ACE USA Claims, P.O. Box 5103, Scranton, PA 18505-0510  
**BY FAX:** (800) 951-4119  
**BY EMAIL:** [CasualtyRiskEnvironmentalFirstNotice@chubb.com](mailto:CasualtyRiskEnvironmentalFirstNotice@chubb.com)  
**CC Alliant Insurance:** [asharif@alliant.com](mailto:asharif@alliant.com) and your Alliant Representative

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

**Notice of: (check all that apply)**

- Pollution Incident                       Potential Claim                       Other \_\_\_\_\_  
 Third-Party Claim                       Litigation Initiated

**Insured's Name & Contact Information**

Company Name: \_\_\_\_\_ Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Broker/Agent's Name & Contact Information**Company Name: Alliant Insurance Services - Claims Point of Contact: Akbar SharifAddress: 1301 Dove St. Ste. 200 Newport Beach, CA 92660Phone #: 1-949-260-5088**Policy Information**

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_

Limits of Liability: \_\_\_\_\_ per \_\_\_\_\_ agg Self-Insured Retention/Deductible \_\_\_\_\_

**Loss Information**

Date of Incident/Claim: \_\_\_\_\_ Location: \_\_\_\_\_

Claimant Name/Address: \_\_\_\_\_

Description of Loss: \_\_\_\_\_

\_\_\_\_\_

Please list all attached or enclosed documentation:  (check if none provided) \_\_\_\_\_

\_\_\_\_\_

Name of Person Completing This Form: \_\_\_\_\_ Signature: \_\_\_\_\_

## VII. REPORTING AND COOPERATION

A. The “insured” must see to it that the Insurer receives written notice of any “claim” or “pollution condition”, as soon as practicable, at the address identified in Item 7.a. of the Declarations to this Policy. Notice should include reasonably detailed information as to:

1. The identity of the “insured”, including contact information for an appropriate person to contact regarding the handling of the “claim” or “pollution condition”;
2. The identity of the “covered location” or “covered operations”;
3. The nature of the “claim” or “pollution condition”; and
4. Any steps undertaken by the “insured” to respond to the “claim” or “pollution condition”. In the event of a “pollution condition”, the “insured” **must also take all reasonable measures to provide immediate verbal notice to the Insurer.**

B. The “insured” must:

1. As soon as practicable, send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any “claim”;
2. Authorize the Insurer to obtain records and other information;
3. Cooperate with the Insurer in the investigation, settlement or defense of the “claim”;
4. Assist the Insurer, upon the Insurer’s request, in the enforcement of any right against any person or organization which may be liable to the “insured” because of “bodily injury”, “property damage”, “remediation costs” or “legal defense expense” to which this Policy may apply; and
5. Provide the Insurer with such information and cooperation as it may reasonably require.

C. No “insured” shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any “claim” without the written consent of the Insurer. **Nor shall any “insured” retain any consultants or incur any “remediation costs” without the prior express written consent of the Insurer, except in the event of an “emergency response”. (Emergency Response coverage is limited to the first 7 days)**

D. Upon the discovery of a “pollution condition”, the “insured” shall make every attempt to mitigate any loss and comply with applicable “environmental law”. The Insurer shall have the right, but not the duty, to mitigate such “pollution conditions” if, in the sole judgment of the Insurer, the “insured” fails to take reasonable steps to do so. In that event, any “remediation costs” incurred by the Insurer shall be deemed incurred by the “insured”, and shall be subject to the “self-insured retention” and Limits of Liability identified in the Declarations to this Policy.

**CHUBB**

## APIP Pollution: Claim Reporting Fact Sheet

This page outlines the steps that should be taken BY YOUR ORGANIZATION, at the time of an environmental incident, to assure that the Pollution coverage offered with ACE through APIP is not jeopardized. We ask that you review this document and provide copies to all appropriate colleagues in advance of a possible incident.

Coverage under Pollution policies is dependent on specific compliance with claims and loss reporting; *especially* in the case of “Emergency Response” expenses that you may incur to address a pollution loss. For these “Emergency Response” expenses there is a strict seven (7) day window, following discovery of a “Pollution Condition” by the “Insured”, after which reasonable expenses will not be reimbursed unless the carrier has given prior consent. It is **extremely important** pollution exposures be reported **immediately**; and clearly no later than seven (7) days.

Although we ask that you fully review your policy and all its’ Terms and Conditions, we have highlighted some key sections of the ACE policy which address the **Emergency Response** issue and the reporting provisions:

**III. DEFENSE AND SETTLEMENT C.** The “insured” shall have the right and duty to retain a qualified environmental consultant to perform any investigation and/or remediation of any “pollution condition” covered pursuant to this Policy. The “insured” must receive the written consent of the Insurer prior to the selection and retention of such consultant, except in the event of an “emergency response”. Any costs incurred prior to such consent shall not be covered pursuant to this Policy, or credited against the “self-insured retention”, except in the event of an “emergency response”.

### V. DEFINITIONS

**F. “Emergency response”** means actions taken and reasonable “remediation costs” 7 days following the discovery of a “pollution condition” by an “insured” in order to abate or respond to an imminent and substantial threat to human health or the environment arising out of such “pollution condition”.

**T. “Pollution condition”** means: **2.** The discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater.

**V. “Remediation costs”** means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize “pollution conditions” to the extent required by “environmental law”.

### VII. REPORTING AND COOPERATION

**A.** The “insured” must see to it that the Insurer receives written notice of any “claim” or “pollution condition”, as soon as practicable, at the address identified in Item **7.a.** of the Declarations to this Policy. Notice should include reasonably detailed information as to: **1.** The identity of the “insured”, including contact information for an appropriate person to contact regarding the handling of the “claim” or “pollution condition”;

**B.** The “insured” must: **1.** As soon as practicable, send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any “claim”;

**C.** No “insured” shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any “claim” without the written consent of the Insurer. Nor shall any “insured” retain any consultants or incur any “remediation costs” without the prior express written consent of the Insurer, except in the event of an “emergency response”. (Emergency Response coverage is limited to the first 7 days)

**D.** Upon the discovery of a “pollution condition”, the “insured” shall make every attempt to mitigate any loss and comply with applicable “environmental law”. The Insurer shall have the right, but not the duty, to mitigate such “pollution conditions” if, in the sole judgment of the Insurer, the “insured” fails to take reasonable steps to do so. In that event, any “remediation costs” incurred by the Insurer shall be deemed incurred by the “insured”, and shall be subject to the “self-insured retention” and Limits of Liability identified in the Declarations to this Policy.

The bottom line is if there is a Pollution event, please contact us **immediately** so that we can report the Incident and properly protect coverage for these unexpected events; please refer to the Claims Reporting form for proper contact information

## ALLIANT INSURANCE SERVICES

### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

May 28, 2018

Named Insured: **City of Alameda Health Care District**

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance. The below is for TRIA coverage as issued by the United States of America and is not tied to or representative of the Terrorism coverage offered in our program.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *As defined in Section 102(1) of the Act, as amended*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE CAN BE REQUESTED BELOW AND WILL NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

**SELECTION OR REJECTION OF THE TERRORISM RISK INSURANCE ACT as AMENDED  
(A.K.A.: TRIPRA 2015)**

THIS COVERAGE IS OUTSIDE OF THE PROGRAM'S TERRORISM COVERAGES AND LIMITS. IT IS PROVIDED AND OVERSEEN BY THE U.S. GOVERNMENT.

THIS COVERAGE IS CONSIDERED RESTRICTIVE COMPARED TO THE APIP TERRORISM LIMITS AND COVERAGES AVAILABLE. THIS ACT DOES NOT FOLLOW OUR PROGRAM'S TERRORISM POLICIES.

HOWEVER IF YOU'D LIKE A QUOTE FOR TRIA COVERAGE, PLEASE CHECK THE "I AM INTERESTED" BOX. OTHERWISE, PLEASE CHECK THE "DECLINE" BOX. YOUR SIGNATURE FOR CONFIRMATION OF RECEIPT IS REQUIRED. ANY QUESTIONS? PLEASE CALL YOUR SERVICE TEAM MEMBER.

	I am interested in receiving a quote for Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act. Please provide me with a quote.
	I decline to purchase the Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act.

\_\_\_\_\_  
Policyholder/applicant signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

City of Alameda Health Care District



**NOTICE:**

**1. THE INSURANCE POLICY THAT YOU ARE APPLYING TO PURCHASE IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.**

**2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**

**3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**

**4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEB SITE AT WWW.NAIC.ORG.**

**5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**

**6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC’S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF**



**APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR “SURPLUS LINE” BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**

**1. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.**

**2. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER’S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.**

**Date:** \_\_\_\_\_

**Insured:** \_\_\_\_\_

**D-1 (Effective January 1, 2017)**

**City of Alameda Health Care District**

## Binding Requirements Recap

Required no later than June 28, 2018:

- ) Signed and dated Request to Bind Coverage form (below)
- ) Signed and dated Surplus Lines forms as required by your state and attached to this proposal\*
- ) Signed and dated APIP Claims Reporting Acknowledgement(s) Receipt Form
- ) Signed and dated Terrorism Risk Insurance ACT of 2002 as amended (a.k.a. TRIPRA 2015)
- ) Signed and dated Cyber Enhancement Option (CEO)

\*- only required for coverage in the following states: AR, CA, CT, FL, KS, MA, MT, NE, NY, NC, ND, OH, RI, WV, WY

## Request to Bind Coverage

### City of Alameda Health Care District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented.

*This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers, disclosures, and loss notification requirements including exposures used to develop insurance terms, contained within this proposal.*

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**Signature of Authorized Insurance Representative**

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**Date**

---

**Title**

---

**Printed / Typed Name**

**This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.***

## INVOICE

<b>Alliant Insurance Services Inc.</b> <b>1301 Dove Street Suite 200 Newport Beach, CA 92660</b>
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<b>NAMED INSURED:</b> City of Alameda Health Care District	<b>INVOICE DATE:</b> <b>May 28, 2018</b>	<b>CUSTOMER NUMBER:</b> ALAMHOS-01
	<b>EFFECTIVE DATE:</b> July 1, 2018	

INSURANCE CO: Various POLICY NUMBER: PPROP1819	INVOICE NUMBER: 1048177
<b>Total Property Premium:</b> <b>ABS Fee:</b> <b>Estimated SLT&amp;F's</b> <b>Broker Fee:</b>	\$ 24,396.00 \$ 404.00 \$ 800.54 \$ 0.00
<b>ALL RISK PROPERTY SUBTOTAL</b>	<b>\$ 25,600.54</b>

INSURANCE CO: Various POLICY NUMBER: PBOILER1819	INVOICE NUMBER: 2048177
<b>EXCESS BOILER &amp; MACHINERY SUBTOTAL</b>	<b>\$ 621.00</b>

<b>TOTAL DUE AT THIS TIME</b>	<b>\$ 26,221.54</b>
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*Total Due includes Premiums, Taxes and Fees where applicable. The Cyber Enhancement premium, should you have elected to purchase this coverage, is not included as part of this invoice.*

*Please return a copy of the invoice with your payment. Premiums are due and payable upon receipt of this invoice but no later than July 20, 2018. If payment is not received by the due date, policies may be subject to cancellation.*

*Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.*

# ***Important Notice of Remittance Payment Address Change***

We have implemented lockbox deposit services with our Bank. Please use this new address to avoid delays in processing your payments.

Effective Immediately, please mail all future checks along with your remittance detail invoice to the following:

## **Standard Mail Remittance Address:**

Alliant Insurance Services, Inc. – NPB Main  
P.O. Box 8473  
Pasadena, Ca 91109-8473

## **Overnight/Courier Remittance Address:**

Alliant Insurance Services, Inc. – Lockbox # 8473 – NPB Main  
Comerica Bank  
5th Floor  
2321 Rosecrans Avenue  
El Segundo, CA 90245



## Alliant Insurance Services, Inc.

### EPIC Trust Account Wire Instructions

#### Domestic Wire Transfers- EPIC Trust

Alliant Insurance Services, Inc.

Acct: 1894398625

Comerica Bank

333 W. Santa Clara Street

San Jose, CA 95113

ABA: 121137522

If remitting payment by wire, please indicate the Client Code and/or invoice numbers in the memo field.

If paying by ACH, please indicate the Client Code in Customer Reference and email payment details (Client Code and Invoice numbers) to: [AccountsReceivable@Alliant.com](mailto:AccountsReceivable@Alliant.com)

#### International Wire Transfers-EPIC Trust

Alliant Insurance Services, Inc.

Acct: 1894398625

Comerica Bank

333 W. Santa Clara Street

San Jose, CA 95113

Swift: MNBDUS33



# Alliant Insurance Services, Inc.

Newport Beach - Alliant Insurance Services, Inc.  
1301 Dove Street, Ste. 200  
Newport Beach  
CA 92660-2436  
Phone: (949) 756-0271

Alameda Hospital  
2070 Clinton Ave  
Alameda, CA 94501

Invoice # 842862	Page 1 of 1
ACCOUNT NUMBER	DATE
ALAMHOS-01	5/22/2018
BALANCE DUE ON	AGENCY CODE
7/1/2018	200
AMOUNT PAID	AMOUNT DUE
	\$1,200.00

ACIP-Alliant Crime Insurance Program

Client:	City of Alameda Health Care District	Policy:	Commercial Crime
Policy Number:	016060820	Effective:	7/1/2017 to 7/1/2019
Insurance Carrier:	National Union Fire Insurance		

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
3177908	7/1/2018	7/1/2018	RENB	17-19 ACIP 2nd Installment	\$1,200.00
Total Invoice Balance:					\$1,200.00

Standard Mail Remittance Address:

Alliant Insurance Services, Inc. – NPB Main  
P.O. Box 8473  
Pasadena, CA 91109-8473

Overnight/Courier Remittance Address:

Alliant Insurance Services, Inc. – Lockbox # 8473 – NPB Main  
Comerica Bank  
5th Floor  
2321 Rosecrans Avenue  
El Segundo, CA 90245

IMPORTANT NOTICE: The Nonadmitted & Reinsurance reform act (NRRA) went into effect July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees owed must be promptly remitted to Alliant Insurance Services, Inc.

IMPORTANT NOTICE: The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice. Please contact your tax consultant for your obligations regarding FATCA.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income Alliant may earn on a placement, are available at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for inquiries regarding compensation issues pertaining to your account contact: Alliant Insurance Services, Inc., Attn: General Counsel, 701 B St., 6th Floor, San Diego, CA 92101

# APPRAISAL SERVICES

After a property loss you don't need another unpleasant surprise



Suffering a property loss is bad enough without discovering the property was undervalued and you won't recover enough to replace or restore it. The reason for your dilemma: an inaccurate or poorly documented appraisal of the property that created a false sense of security that you were fully covered for the loss.



# APPRAISAL SERVICES

If your assets are undervalued, or the values cannot be defended, the replacement costs paid by your insurance carrier will not adequately cover your losses. To ensure that commercial and public sector organizations do not face this kind of unpleasant surprise, Alliant Appraisal Services provides clients with accurate, fully documented appraisals they can trust.

Each property valuation is conducted by a licensed, experienced real estate appraiser who utilizes valuation techniques that conform to the federal reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). To ensure accuracy, all appraisals are submitted for peer review.

## CLIENT BENEFITS

Clients benefit from our appraisals in a variety of ways, including:

- Identifying inaccuracies in value based on occupancy or building characteristics
- Identifying inaccuracies in square footage, which impacts value
- Updating values to include building additions and renovations and to capture buildings not previously recorded
- Flagging demolished, relocated, or out-of-service structures, thereby reducing insured value
- Documenting and updating COPE (Construction, Occupancy, Protection, Exposures) data, which may help to lower premiums
- Collecting additional data as requested, including secondary earthquake characteristics and GPS coordinates

## COMMERCIAL APPRAISALS

The depth and diversity of our commercial appraisal knowledge and experience set Alliant Appraisal Services apart from other consultants. Besides our own vast knowledge base, we are able to capitalize on our access to Alliant's vast nationwide appraisal and cost databases to meet specialized appraisal needs for nearly every type of commercial client.

In addition to appraising income-producing real property—including industrial, office, multifamily, and commercial—we have extensive expertise in appraising such unique assets as medical facilities, entertainment venues, hospitality sites, construction equipment, and power generation plants, to name only a few.

## PUBLIC ENTITY APPRAISALS

Establishing accurate replacement values for such public sector assets as infrastructure, public facilities, and specialized equipment requires extensive knowledge of both the type of public entity and type of property. Among the unique public assets we appraise are water distribution systems, sewage treatment facilities, power generation plants, medical treatment facilities, school gymnasiums, fire-fighting equipment, communication towers, roadways, bridges, and many others.

## REPORT FORMATS

Our appraisal reports can be customized to a client's particular requirements, ranging from a spreadsheet that summarizes key data to standalone reports for each asset. Clients can be confident that our appraisal reports will be consistent and supported by reliable market data.

## ALLIANT INSURANCE SERVICES: THE PARTNER YOU DESERVE.

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant provides property and casualty, workers' compensation, employee benefits, surety, and financial products and services to more than 26,000 clients nationwide.

[www.alliant.com](http://www.alliant.com)

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## CONTACT

Lora Carlisle  
Appraisal Manager  
**949 260 5033**  
LCarlisle@alliant.com



A man in a dark suit is seen from behind, standing in the center of a large, 3D-rendered maze. The maze is composed of white and grey paths that create a sense of depth and complexity. The man's presence in the maze suggests a journey or a search for a solution.

# RISK CONTROL AND SAFETY SERVICES

Helping businesses take a stand against the unexpected



With the threat of a workplace accident or loss always on the horizon, it's never really "business as usual." Unannounced and indiscriminate, these incidents can unleash a wave of lost

productivity, damaged property, and significant legal and medical expenses that impacts your organization for years.

It's true, these incidents happen all the time. But do they have to? Alliant works hand-in-hand with businesses of all sizes and industries, delivering meticulous analysis and actionable strategies that reduce costly accidents and losses. We'll leverage the full strength of our technological and intellectual resources to deliver targeted solutions that enhance safety, increase productivity, and reduce insurance costs.

## POWER THROUGH PREVENTION

Our mission is simple. We aim to prevent costly accidents and losses before they can play havoc with your business. Underlying this commitment is an extensive infrastructure of people, ideas, and resources, all working in concert to protect your organization.

When you work with Alliant, you unlock access to:

- A nationwide network of highly experienced consultants who understand the risks and regulatory climate of your particular market.
- Dedicated risk professionals averaging 15 years of experience with a range of certifications and credentials.
- Alliant's extensive library of educational materials, safety resources, and webinars.
- The power and resources of one of the nation's largest specialty insurance and risk management organizations.
- Time-tested methods and expertise that consistently yields lower loss ratios, and in turn, lower insurance costs.
- People who understand your business, its unique risks, and how they affect your long-term success.

## IT'S YOUR CHOICE. AND IT'S AN IMPORTANT ONE.

Your charge is twofold: to protect your employees and secure your bottom line. Working with a risk consultant can help you achieve both of these objectives, but you must choose the right partner for your organization. How to find the right fit? Make sure the consultant has:



**In-depth experience handling risks in your industry.**



**Vast resources at their disposal and the availability to handle the job when and how you need it done.**



**The courage to tell you what you need to know, not what you want to hear.**



**The support of a team of experts to assist in areas like regulatory citation, claims handling, and litigation.**

These exemplify the Alliant approach to risk control, and guide all of our actions as we seek to protect our clients from ever-shifting risks.

## GET THE “BIG PICTURE” ON RISK CONTROL

We believe that effective risk control is not simply a series of tactics, but a hub of interconnected strategies bound together by an ambitious, “big picture” perspective. To achieve this, we combine the following best-in-class services tailored for each of our clients.



## KEY SERVICES

**On-site hazard/risk assessments:** We perform an in-depth audit of your organization, identifying key areas of liability exposure, followed by detailed findings and recommendations.

**Ergonomics:** To help reduce workers' compensation costs, we provide engineering and administrative solutions that address core ergonomic issues, then work with your team to build a self-sustaining risk improvement process through workplace studies, office evaluations, and ongoing training and education.

**Industrial hygiene:** Our consultants will anticipate, identify, evaluate, and recommend control strategies for chemical or biological hazards that may cause work-related illnesses.

**Fleet safety analysis:** Our research-based transportation safety programs include full safety assessments, fleet training, accident investigation, and other regulatory audits.

**General liability:** We help to prevent accidents, reduce injuries, and control insurance costs by pinpointing and mitigating risk to the public.

**Training services:** Knowledge truly is power, and we offer up a full range of educational resources customized for your organization. This includes a high-impact webinar series.

**Fire system evaluation:** We analyze the adequacy of your system, then provide recommendations for ongoing maintenance and testing.

**Risk assessment:** We quantify your exposures by providing C.O.P.E. (construction, occupancy, protection, and exposure) along with natural catastrophe data, risk quality ratings, recommendations, and facility programs.

**Loss estimates:** Our team can provide customized estimates that cover machinery, equipment, earthquake, wind, or flood in probable maximum loss (PML) and maximum feasible loss (MFL) formats.

**Business interruption analysis and continuity planning:** We assist you in assessing the risk of a disaster on company operations and identifying its potential impact on your business, suppliers, and customers; and provide a disaster action plan.

**Infrared and ultrasonic testing:** These important tests detect electrical problems and other critical loss exposures using highly sophisticated diagnostic technologies to prevent unscheduled maintenance, reduce operational interruptions, and improve energy usage.

# Web-Based Risk Control Training Series for Alliant Property Insurance Program Members: 2018-19 Calendar

The Alliant Property Insurance Program (APIP) offers members assistance to address complex property risk control issues. As a service to APIP clients, Alliant Risk Control Consulting will be presenting a series of one-hour, web-based safety training programs at no charge.

As part of the Web-Based series, APIP members will receive:

- Risk Control and property insurance presenters are subject matter experts with over 20 years of experience.
- Webinars designed by our Risk Control experts to target the unique hazards associated with property loss.
- An audio-plus-web format that enables clients to receive risk control/safety training without leaving their facility. All clients need is a windows-based computer, audio (speakers), and a high speed internet connection.
- Since the programs are delivered live, participants are able to send their questions electronically to the presenter.
- All programs are recorded for future playback.
- Details on each program will be provided one week in advance of each webinar.
- **Click on any title to the right to be directed to the registration page.**

## QUESTIONS?

Contact our Webinar Coordinator: Call (949) 260-5042 or e-mail: [riskcontrol@alliant.com](mailto:riskcontrol@alliant.com)

All training programs will be held from 10 a.m. to 11 a.m. Pacific Standard Time.

- **Enterprise Risk Management – Good Practices to Manage the Complexities**  
August 8, 2018
- **Elevating Your Fall Protection Program**  
September 12, 2018
- **OSHA’s Top 10 Violations – Are You Ready?**  
October 10, 2018
- **An Effective Safety Manager: The Foundation to Your Organization**  
November 14, 2018
- **Maintenance Shop Fires – How to Control a Catastrophe**  
December 12, 2018
- **Insurance Carrier Concerns – How to Sort Thru the Recommendations**  
January 9, 2019
- **Top 3 Causes of Catastrophic Property Loss and How to Reduce Your Exposure**  
February 13, 2019
- **Have a Risk Strategy? How to Get Started or Improve your Current One.**  
March 13, 2019
- **Do you have the Right Protection in a Fire? Understanding Fire Detection Systems**  
May 8, 2019
- **Reducing Fleet Related Property Loss**  
June 12, 2019



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### CONTACT

**Tim Leech, CSP, ARM**

First Vice President

Risk Control Consulting

**949 260 5008**

[TLeech@alliant.com](mailto:TLeech@alliant.com)

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# Alliant»Connect

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Your business is a dynamic enterprise, moving with speed and agility to meet the ever-changing needs of your clients, employees, and industry. Decisions are made in real time and information must be accessed at a moment's notice. With AlliantConnect, convenience, security, and service are always at your fingertips and waiting for policy information is never part of the equation.

AlliantConnect is a customized online portal providing instant access to all of your insurance information. With its simple interface and intuitive design, you can manage your documents, access informational materials, stay up to date on policy changes, pay premiums, and interact with a service professional. Simply stated, it's a central hub where you can manage all aspects of your insurance policy.

AlliantConnect seamlessly melds the power of Alliant with the convenience of a secure online portal by empowering you to:


- **Access** all of your insurance information via a transparent and easy-to-use online interface
- **Manage** your documents, including certificates of insurance, in real time
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- **One-click "Help" button** that will notify the entire service team if you experience an urgent issue
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- **Offline access to documents** once they are downloaded
- **Contact information** of the entire service team

### With AlliantConnect, you can rest assured that your information is stored in a secure location.



#### YOUR INFORMATION IS ALWAYS SECURE

With AlliantConnect, you can rest assured that all your information is secure, including payment transactions that are protected with the highest encryption levels possible. In addition, all data is secured to the appropriate account teams, our database and all backups are stored in a highly encrypted format, and all document changes are archived for audit history. As a company that insures clients against cyber risks, Alliant understands the importance of protecting client information in an online environment and how to maximize the security of your information.

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#### CONTACT

Steve Sampiere  
Chief Information Officer  
**619 849 3849**  
SSampiere@alliant.com

CITY OF ALAMEDA HEALTH CARE DISTRICT

---

**RESOLUTION NO. 2018-2K**

**BOARD OF DIRECTORS, CITY OF ALAMEDA HEALTH CARE DISTRICT**

**STATE OF CALIFORNIA**

\* \* \*

**EXTENSION OF SPENDING AUTHORITY**

WHEREAS, on May 14, 2018 the District adopted the Fiscal Year Ending June 30, 2018 Operating Budget;

WHEREAS, Per the Joint Powers Agreement (JPA) between the District and Alameda Health System ("AHS") Section 2.2 Parcel Tax Revenue, "*District shall be permitted to withhold and retain, from the Parcel Tax Revenue an amount equal to the reasonable out-of-pocket costs and expenses actually incurred by District for its statutorily required operations, including without limitation expenses of administrative, legal and accounting services, cost of elections, meetings, strategic planning, insurance, administration and collection of the parcel tax, and payment of legal obligations, if any (known or unknown), unrelated to the administration and operation of Alameda Hospital ("District Expenses"); provided, however, that in no event shall the amounts withheld and retained by District in accordance with the foregoing exceed what is reasonably required for such District Expenses during any fiscal year without the prior written approval of AHS.*"

WHEREAS, AHS has not provided written approval of the operating budget and has requested to meet with the President of the Board to discuss the details of the Operating Budget;

WHEREAS, it is recommended that the Board of Directors authorize an extension of spending authority through August 31, 2018 at the current FY 2017-2018 operating budget levels;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the District, that the District hereby authorizes that, until further action is taken specifying otherwise, the City of Alameda Health Care District will continue to utilize its spending authority approved by the District Board on May 8, 2017 until such time that AHS provides written approval of the operating budget.



CITY OF ALAMEDA HEALTH CARE DISTRICT

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PASSED AND ADOPTED on June 11, 2018 by the following vote:

AYES:  
NOES:  
ABSTENTION:  
ABSENT:

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Michael Williams  
President

---

Tracy Jensen  
Secretary

CITY OF ALAMEDA HEALTH CARE DISTRICT

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**RESOLUTION NO. 2018-3**

**BOARD OF DIRECTORS, CITY OF ALAMEDA HEALTH CARE DISTRICT**

**STATE OF CALIFORNIA**

\* \* \*

**NOTICE OF GENERAL ELECTION**

**NOVEMBER 6, 2018**

**WHEREAS**, the City of Alameda Health Care District submits to the Alameda County Registrar of Voters a Notice of General District Election as applicable for the District Board of Directors whose terms that expire on the scheduled election year;

**WHEREAS**, on June 12, 2018, the District will submit, as attached herewith, to the Alameda County Registrar of Voters, the Notice of General District Election specifying information as it pertains to the District offices, which will be voted on this election year.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the District that the elective offices of the District to be filled at the next general election for two (2) or four (4) year terms to be held Tuesday, November 6, 2018, are those offices now held by:

Robert Deutsch (4 Year Term)  
Dennis Popalardo (4 Year Term)  
Tracy Jensen (4 Year Term)  
Gayle Godfrey Codiga (2 Year Term)

RESOLVED further that the District will not pay for the publication of the candidates' statement of qualifications; and

RESOLVED further that a map showing the boundaries of the District is attached hereto; and

RESOLVED further as of this date, the District attests that it does not have a District seal.

PASSED AND ADOPTED on June 11, 2018, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTENTION: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

Attest:

---

Michael Williams  
President

---

Tracy Jensen  
Secretary



# REGISTRAR OF VOTERS

ALAMEDA COUNTY • CALIFORNIA

TIM DUPUIS  
REGISTRAR OF VOTERS

CYNTHIA CORNEJO  
DEPUTY REGISTRAR OF VOTERS

June 7, 2018

**TO:** District Administrator

**FROM:** Cynthia M. Cornejo, Deputy Registrar of Voters

**SUBJECT:** November 6, 2018 – General Election

Our records indicate that some of your District Directors terms will expire in the upcoming year. The regular election for directors in special districts will be held on Tuesday, November 6, 2018. Enclosed is a Timetable and a Jurisdictional Ballot Measure Structure outlining the manner in which you will file ballot measure materials (if any) associated with the November 6, 2018 – General Election.

Please note that the earliest requirement is due on Monday, June 18, 2018, a notice from your district specifying information on the seats that will be voted on in the upcoming election year. Enclosed is the “Notice of General District Election” form; please list the names of the incumbents whose terms are expiring, a map showing your current District boundaries; and provide details of any special requirements for said offices.

Please feel free to contact the Candidate Services Department at (510) 272-6960 if you have any questions in this regard.

Thank you for your cooperation.

Enclosures



Registrar of Voters  
 1225 Fallon St. Room G-1  
 Oakland, CA 94612  
 www.acgov.org/rov

# NOTICE OF GENERAL DISTRICT ELECTION

(Election Code 10509, 10514, 10522)

DISTRICT	CONTACT INFORMATION	
City of Alameda Health Care District	Name: Kristen Thorson	
	E-Mail: kthorson@coahcd.org	Phone: ( 510 ) 814 - 4001
ELECTION DATE	Name:	
November 6, 2018	E-Mail:	Phone: ( ) -

## NOTICE OF DISTRICT ELECTION AND PUBLICATION OF ELECTION NOTICE

Elections Code §12112 requires that we publish a notice of election providing information on the date of the election, offices for which candidates may file, qualifications required by your principal act, etc. In order for the Registrar of Voters to publish the Notice of Election, list below a local newspaper of general circulation.

Notice of Election to be published by Registrar of Voters in Alameda Journal.  
 (Local newspaper of general circulation)

## ELECTIVE OFFICE

Is this district a Multi-County district?  YES – Shared with County of: \_\_\_\_\_  
 No

Newly Elected Official(s) Term Begins: 12 / 07 / 2018

# OF OFFICIALS TO BE ELECTED	TERM EXPIRATION DATE	TERM
4	2022	Full Term

List name of incumbents whose terms are expiring:

INCUMBENT NAME	OFFICE TITLE	WARD/AREA (if applicable)	APPOINTED Yes/No
Robert Deutsch	Board Member		
Tracy Jensen	Board Member		
Dennis Popalardo	Board Member		Y

The following section applies only if official(s) was/were appointed to fill a vacancy in an office, which is not normally scheduled to be voted on this year.

# OF OFFICIALS TO BE ELECTED	TERM EXPIRATION DATE	TERM
1	2020	Short Term

INCUMBENT NAME	OFFICE TITLE	WARD/AREA (if applicable)	DATE APPOINTED	OFFICIAL REPLACED
Gayle Godfrey Codiga	Board Member		5/23/17	Kathryn Saenz Duke

**CANDIDATE QUALIFICATIONS**

<p><b>CANDIDATE ELIGIBILITY</b></p>	<p><input checked="" type="checkbox"/> Candidate must live within the district/ward</p> <p><input type="checkbox"/> Candidate can own real property within district/ward (does not have to live at property)</p> <p><input type="checkbox"/> Other: _____</p>
<p><b>CANDIDATE NOMINATION SIGNATURE REQUIREMENT</b></p>	<p><input type="checkbox"/> YES # of Signature Required: _____</p> <p><input checked="" type="checkbox"/> No</p>
<p><b>CANDIDATE STATEMENT</b></p>	<p><input checked="" type="checkbox"/> Candidate will pay total estimated cost upon submitting statement</p> <p><input type="checkbox"/> District will pay for candidate's statements upon billing</p> <p><input type="checkbox"/> Candidate will pay at District Office and bring receipt of payment upon submitting statement</p> <p><input type="checkbox"/> Candidate <b>will deposit</b> estimated cost upon submitting statement and district will bill candidate the remaining balance</p> <p>Amount of Deposit: \$ _____</p>
<p><b>FORM 700 – STATEMENT OF ECONOMIC INTEREST</b></p>	<p>Does your district require <b>Candidates</b> to file a Statement of Economic Interest form?</p> <p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> No</p>
<p><b>OTHER REQUIREMENTS</b></p>	<p><input type="checkbox"/> YES - please specify  <u>not have been suspended or expelled from participation in the Medicare program</u>  <u>not have been convicted of a felony</u></p> <p><input type="checkbox"/> No</p>
<p><b>SPECIAL HANDOUTS</b></p>	<p><input type="checkbox"/> YES - <b>*Note:</b> handouts must be provided to the Registrar of Voters office no later than 1 week prior to the Nomination Period</p> <p><input type="checkbox"/> No</p>

**CERTIFICATION OF MAPS AND BOUNDARIES**

Elections Code §10522 requires that at least **125 days** before the election a current map and boundary description be delivered to the Registrar of Voters. For the November 6, 2018 General Election, **the legal deadline is** July 4, 2018. If, however, there have been no boundary changes since your last election, you may certify the map and boundary description, which we have on file, as being current. You can do so, by checking the appropriate box below.

MAP OR BOUNDARY DESCRIPTION (REQUIRED) is enclosed:  **NO** boundary changes  
 **SEE ATTACHMENT** for boundary changes

In addition, jurisdictions that elect by area or division must have their new area or division legal boundary descriptions and maps in our office by our **administrative deadline of** June 18, 2018.

**BALLOT MEASURES**

If your district is contemplating placing a measure in the November 6, 2018 General Election, please coordinate with our office at the earliest date possible. The deadline for a district measure to be consolidated with the November Election is August 10th (E-88). It is important for your district and our office to coordinate the details of what and how items need to be submitted to us. **All ballot measure materials must be submitted in an electronic format.** Listed below are the deadlines for submitting ballot measure materials:

- August 10, 2018 (E-88) - District Resolutions (calling election, ballot measure questions, ballot measure full text, City Attorney Analysis)
- August 15, 2018 (E-83) - Last day to submit Direct Arguments
- August 20, 2018 (E-78) - Last day to submit Rebuttal Arguments

If any resolutions necessitate special requirements that the Elections' Office needs to fulfill, such requirements need to be listed in the resolution and attached to this notice.

(DISTRICT SEAL)

\_\_\_\_\_  
**SIGNED (District Administrator)**

2070 Clinton Avenue  
\_\_\_\_\_

**MAILING ADDRESS**

510-814-4001  
\_\_\_\_\_

**AREA CODE / PHONE NUMBER**

**SPECIAL DISTRICT ELECTION TIMETABLE**  
**November 6, 2018 General Election**

<b>Days Before Election</b>	<b>Action Taken By</b>	<b>Objective</b>	<b>Code Sections</b>
July 4, 2018 (E-125)	District	<b>Last day</b> to file the Notice of Election with the Registrar of Voters. The notice shall bear the District Secretary's signature and district seal. The district shall send a copy to the county board of supervisors' office and shall contain the following information: (1) The elective office to be filled and the names of the incumbents. (2) The candidate requirements/qualification for each office. (3) Whether the seat is at-large, by district, or ward. (4) Whether the District or the candidate is to pay for the publication of Candidate's Statement. (5) A map showing the boundaries of each seat.  <b>Tie Vote Procedure:</b> If governing body desires to resolve possible tie vote by conduct of a special runoff election rather than by lot, governing body must adopt such provision not less than 40 nor more than 125 days after certification of the election.	EC§10403 EC§10509 EC§10514 EC§10522  EC§10551 EC§15651
July 09, 2018 (E-120)	District Secretary	<b>District Policies:</b> Last day for the governing board of Districts to adopt or revise resolution of policies for candidate statements.	EC§13307
July 16 to August 10, 2018 (E-113 to E-88)	Registrar of Voters	<b>Nomination Period:</b> Candidate filing documents can be obtained Monday through Friday, 8:30 A.M. to 5:00 P.M.	EC§10603
August 10, 2018 (E-88)	District	<b>Last Day to Request Consolidation of Election:</b> Resolution requesting consolidation with statewide election must be filed no later than this date with the Board of Supervisors. This includes resolution to place local measures on state election ballot. A copy of the resolution must <b>also</b> be filed with the Registrar of Voters on or before this date.	EC§10403
August 11 to August 15, 2018 (E-87 to E-83)	Registrar of Voters	<b>Extension Period:</b> If the incumbent does not file a Declaration of Candidacy by the end of the nomination period, the seat will be extended for 5 calendar days.	EC§8022 EC§8024 EC§8204
August 16, 2018 (E-82)	Secretary of State	<b>Random Alphabet Drawing:</b> The drawing is to determine the order in which the candidates' names will appear on the ballot.	EC§13112
August 15, 2018 (E-83)	District	<b>Last day</b> for Submission of Direct Arguments for a measure (if any) to the Registrar of Voters Office. (300 word limit)	EC§9500-9502
August 20, 2018 (E-78)	District	<b>Last day</b> for Submission of Rebuttal Arguments for a measure (if any) to the Registrar of Voters Office. (250 word limit)	EC§9504
August 25 to September 4, 2018 (E-73 to E-63)	Registrar of Voters	<b>Public Examination Period:</b> The public has 10 days to inspect materials to be submitted for printing.	EC§9509
September 10 to October 23, 2018 (E-57 to E-14)	Registrar of Voters	<b>Write-in Period:</b> Filing documents for Write-in candidates can be obtained Monday through Friday, 8:30 A.M. to 5:00 P.M.	EC§8600-8605
October 8, 2018 (E-29)	Registrar of Voters	<b>First day</b> of mailing Vote by Mail Ballots and First Day of Early Voting in Registrar of Voters office.	EC§3001
October 22, 2018 (E-15)	Registrar of Voters	<b>Last day</b> to register to vote for the <b>November 6, 2018 General Election.</b>	EC§2107
October 30, 2018 (E-7)	Registrar of Voters	<b>Last day to apply for a Vote by Mail Ballot:</b> Applications must be received by our office no later than 5:00 P.M.	EC§3001
November 6, 2018 (E-0)	Registrar of Voters	<b>Election Day:</b> Polls open from 7:00 A.M. to 8:00 P.M.	
December 6, 2018 (E+30)	Registrar of Voters	<b>Certified Results:</b> No later than this date, the Registrar shall prepare a certified statement of the results and submit it to the governing body.	EC§15301 EC§15372
(+5) After Official Canvass		Deadline for voters to file a request for a recount is 5 days after the Registrar signs the Official Canvass.	EC§15620

\*When a deadline falls on a weekend or holiday, the deadline is extended to the following business day.

### EXHIBIT A

The boundaries of this health care district include the boundaries of the City of Alameda contained within zip codes 94501 & 94502.





## CITY OF ALAMEDA HEALTH CARE DISTRICT

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Meeting Date: June 11, 2018  
To: City of Alameda Health Care District, Board of Directors  
From: Kristen Thorson, District Clerk  
Subject: Election of District Officers and Appointment to Liaison Positions

---

The annual election of City of Alameda Health Care District Officers is scheduled to take place at the June 11, 2018 Board Meeting. Election of officers last occurred in May, 2017.

Article III, Section 1., Officers of the District Bylaws provides for the election of District Officers. Officers shall hold their office for terms of one (1) year or until such time as a successor is elected. An officer may be removed from office by a majority of the Board of Directors at any time. Officers may serve consecutive terms.

### Current List of Officers and Offices

Office/Liaison Position	Board Member
President / Representative #1 to City of Alameda Liaison Committee	Michael Williams
1 <sup>st</sup> Vice President	Robert Deutsch, MD
2 <sup>nd</sup> Vice President	Gayle Codiga
Secretary	Tracy Jensen
Treasurer	Dennis Popalardo
Alameda Health System Liaison	Tracy Jensen
Community Health Liaison	Dennis Popalardo
Alameda Hospital Liaison	Robert Deutsch, MD
Representative #2 on City of Alameda Liaison Committee	Robert Deutsch, MD

Board members were asked for their preferences for offices and liaison positions. Results are listed below.

President Williams will ask for nominations for each office beginning with President and proceed with discussion and voting for each office. The nominations, discussion and voting will continue in the following order outlined below in the table.

Board Member Preferences	Board of Directors (by Alpha)				
	Codiga <sup>1</sup>	Deutsch	Jensen	Popalardo <sup>2</sup>	Williams
President / Representative #1 to City of Alameda Liaison Committee					1 <sup>st</sup>
1 <sup>st</sup> Vice President		X			
2 <sup>nd</sup> Vice President	X				
Secretary			X		
Treasurer				X	
Alameda Health System Liaison			X		
Community Health Liaison					
Alameda Hospital Liaison		X			
Representative #2 on City of Alameda Liaison Committee		X			

<sup>1</sup> Director Codiga expressed that she is happy with the current roles but willing to take on another role if someone does not want to continue

<sup>2</sup> Director Popalardo expressed interest in President, 1<sup>st</sup> Vice President or 2<sup>nd</sup> Vice President if incumbents vacate their positions.

Please note from the Bylaws: *“Each officer shall be elected upon receiving a majority vote with each member of the Board of Directors having one vote. In the event that there is no majority for a single office, the candidate with the fewest votes shall be eliminated from candidacy and a runoff election with the remaining candidates shall take place. In the event that more than two candidates have an equal number of votes, the office shall be selected by random lot.”*

Excerpt from the Bylaws of Offices of the Board is attached.

F. Officers shall hold their office for terms of one (1) year or until such time as a successor is elected. An officer may be removed from office by a majority of the Board of Directors at any time. Officers may serve consecutive terms.

G. Officers will report to the full District Board on any significant developments involving District staff, community outreach involving the District, or interactions with the Alameda Health System Board or senior staff.

Section 2. President

A. The President shall perform the following duties:

1. Preside over the meetings of the Board of Directors;
2. Sign and execute (jointly with the Secretary where appropriate), in the name of the District, all contracts and conveyances and all other instruments in writing that have been authorized by the Board of Directors;
3. Subject to any duly-adopted Policy of the Board regarding the signing of checks, exercise the power to co-sign, with the Secretary checks drawn on the funds of the District whenever:
  - a. There is no person authorized by resolution of the Board of Directors to sign checks on behalf of the District regarding a particular matter; or
  - b. It is appropriate or necessary for the President and Secretary to sign a check drawn on District funds.
4. Have, subject to the advice and publicly approved decisions of the Board of Directors, general responsibility for the affairs of the District.
5. Provide the District's Executive Director with general supervisory input during the year, in accordance with publicly approved decisions of the Board of Directors and/or consultation with a duly appointed District liaison. This supervision shall include attention to significant employment activities such as performance appraisals, disciplinary activities, and salary and benefits negotiations.
6. Generally discharge all other duties that shall be required of the President by the Bylaws of the District.

B. If at any time, the President is unable to act as President, the Vice Presidents, in the order hereinafter set forth, shall take the President's place and perform the President's duties; and if the Vice Presidents are also unable to act, the Board may appoint someone else to do so, in whom shall be vested, temporarily, all the functions and duties of the office of the President.

Section 3. Vice-Presidents

A. In the absence of the President or given the inability of the President to serve, the First Vice-President, or in the First Vice-President's absence, the Second Vice-President, shall perform the duties of the President.

B. Perform such reasonable duties as may be required by the members of the Board of Directors or by the President.

Section 4. Secretary

The Secretary shall have the following duties:

A. To act as Secretary of the District and the Board of Directors.

B. To be responsible for the proper keeping of the records of all actions, proceedings, and minutes of meetings of the Board of Directors.

C. To be responsible for the proper recording, and maintaining in a special book or file for such purpose, all ordinances and resolutions of the Board of Directors (other than amendments to these Bylaws) pertaining to policy or administrative matters of the District and its facilities.

D. To serve, or cause to be served, all notices required either by law or these Bylaws. In the event of the Secretary's absence, inability, refusal or neglect to do so, such notices may be served by any person so directed by the President or Board of Directors.

E. To perform such other duties as pertain to the Secretary's office and as are prescribed by the Board of Directors.

Section 5. Treasurer

A. The Board of Directors shall establish its own treasury and shall appoint a Treasurer charged with the safekeeping and disbursement of the funds in the treasury.

B. The Treasurer shall be responsible for the general oversight of the financial affairs of the District, including, but not limited to oversight of the receiving and depositing of all funds accruing to the District, coordinating and overseeing the proper levy and collection of the District's annual parcel tax, performance of all duties incident to the office of Treasurer and such other duties as may be delegated or assigned to him or her by the Board of Directors, provided, however, that the District staff shall implement, and carry out the day to day aspects of the District's financial affairs.

C. The Treasurer shall maintain active and regular contact with the District staff for the purpose of obtaining that information necessary to carry out his or her duties.

Section 6. Alameda Health System (AHS) Liaison

A. As authorized by section 3.1 of the Joint Powers Agreement entered into by Alameda Health System (AHS) and the City of Alameda Health Care District, the District may nominate one designee to serve as a voting member of the AHS Board of directors.

B. Upon approval of the nomination by the County Board of Supervisors, the appointee will be a voting member of the AHS Board of Directors, and shall be the District's AHS Liaison, serving as the primary conduit of information between the Board of AHS and the Board of the District.

C. The AHS Liaison shall consistently attend meetings of the Boards of both AHS and the District, and keep each Board informed of decisions or other developments that are relevant to the other Board and their key staff. However, the AHS Liaison shall not disclose to either Board any information that has been discussed within closed session of one of the Boards, or information that is otherwise subject to confidentiality protection.

D. The AHS Liaison shall always act in the best interests of the District, and will notify the District Board if there is a situation known to be or likely to become a conflict between the AHS Liaison's loyalties to the District and to the AHS Board or other health-related entity.

Section 7. Community Health Liaison

A. The Community Health Liaison shall be a major conduit of information between the Board and its staff in matters involving community health assessment and improvement activities.

B. The Community Health Liaison will regularly meet with District staff and other community leaders or groups to accomplish the mission of the District.

Section 8. Alameda Hospital Liaison

A. The Alameda Hospital Liaison shall be a major conduit of information between the Board and its staff in matters involving the operation, programs, services and quality of care under the auspices of Alameda Hospital.

B. The Alameda Hospital Liaison will have regular dialogue with District staff and with the Alameda Hospital Chief Administrative Officer, and will keep the Board informed of decisions or other developments that are relevant to accomplishing the mission of the District.

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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**MEETING DATE:** June 11, 2017

**TO:** City of Alameda Health Care District, Board of Directors

**FROM:** Michael Williams, President and Ad Hoc Search Committee Member  
Dennis Popalardo, Treasurer and Ad Hoc Search Committee Member

**SUBJECT:** Approval to Enter into an Agreement with Deborah E. Stebbins Group, LLC and the Principal Terms for the Services of an Executive Director

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### **Recommendation:**

The Ad Hoc Search Committee proposes that the District enter into an agreement with THE DEBORAH E. STEBBINS GROUP, LLC to provide the District with the services of an Executive Director (namely, Deborah E. Stebbins) according to the following principal terms, all of which will be incorporated into a mutually agreeable written agreement between the parties:

**Position:** Executive Director, reporting to the Board through the Board President

**Responsibilities:** See Attached

**Term and Termination:** Initial term of one year, renewable for successive one-year terms, subject to the right of either party to terminate the agreement upon 90 days prior written notice

**Time Commitment:** The parties anticipate approximately 1000 hours per year, to be structured as the demands of the position require

**Compensation:** \$115,000 per year, payable in equal monthly installments against invoices submitted by the Contractor

**Office/Tools/Equipment:** Contractor will have access to District office space and equipment, but will utilize Contractor's facilities and equipment when working away from the District office

**Expenses:** Contractor will be reimbursed for the actual costs of incidental expenses incurred in fulfilling the duties hereunder, such as tolls, parking and mileage (at the IRS standard rate). Extraordinary expenses (such as out of area travel, conference fees, etc.) must be pursuant to the District's budget and approved in advance by the Board President.

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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Intellectual Property. All District-related intellectual property developed with the assistance of Contractor shall be and remain the property of the District.

It is recommended that the Board authorize the Board President to approve and execute a formal written agreement consistent with the foregoing terms.

## CITY OF ALAMEDA HEALTH CARE DISTRICT

<b>POSITION</b>	Executive Director
<b>ORGANIZATION</b>	City of Alameda Health Care District
<b>LOCATION</b>	The City of Alameda Health Care District (“District”) includes everyone residing within the City of Alameda, which encompasses the zip codes of 94501 and 94502.
<b>BACKGROUND</b>	<p>The District was created in 2002 to allow continued operation of Alameda Hospital, supported by newly enacted parcel taxes. In 2014, the District and the Alameda Health System (AHS) entered into a Joint Powers Agreement that transferred to AHS the operations of Alameda Hospital and the District’s other health facilities. The District maintains oversight responsibility. As this arrangement continues to move ahead, the District Board plans to add to its hospital oversight activities an expanded focus on community health and other kinds of activities authorized by state law. These may at some time in the future include establishing or assisting in the operation of outpatient health facilities, diagnostic and testing centers, health education programs, wellness and prevention programs, rehabilitation, and other health care services and organizational relationships needed for good physical and mental health in the community served by the district. However, the more immediate focus is on continued Alameda Hospital/parcel tax oversight, State of California seismic compliance for Alameda Hospital, community health stakeholder outreach, and health leadership within the community served by the District.</p> <p>To move forward effectively, the District has created a .5 FTE or half time position of Executive Director. This person will be the District’s inaugural Executive Director, who will work with the District’s Clerk, Board members, AHS leadership, community members, and potential funders to develop and expand the District’s community health-related activities and resources. While this happens, the District Board will continue its oversight of AHS operations and finances affecting the District’s health facilities.</p> <p>The new Executive Director position will be a high profile one, functioning within a strong local community. The District seeks an Executive Director with creativity, vision, health or hospital-related experience, and interest in engaging with our community. The successful candidate will have the opportunity to lead, plan, build, and oversee daily operations of an entity developing a new role for itself as the AHS-District affiliation relationship develops and moves forward.</p> <p>Until now, executive functions of the District have been performed by some combination of the Alameda Hospital CEO and staff prior to the affiliation with AHS, a District clerk, and members of the District Board. As the organization grows and develops, there will be opportunities for innovation, organizational restructuring, and greater community partnership and engagement.</p>
<b>POSITION SUMMARY</b>	The Contractor, through the Executive Director, will consult with and provide the District and/or Board Members with strategic advice on an advanced, complex range of healthcare issues, as well



## CITY OF ALAMEDA HEALTH CARE DISTRICT

	<p>as have overall responsibility for the planning and operation of the District's activities, including helping the District plan for its future role. Working closely with the District Directors and support staff, the Executive Director will support the District Board's intention to plan, develop, and manage activities that meet its goals, mission, and vision. Of particular importance will be external relationships with community health stakeholders, Alameda Hospital and its CAO, and leaders at AHS and who can impact the health and well-being of our community as well as ensuring that the State of California mandated seismic requirements are met for 2020 and 2030. The Executive Director responsibilities shall also include, with Board guidance and overall direction, ensuring that Alameda Hospital continues to provide access to high quality medical care for the Alameda community.</p> <p style="text-align: center;">The Executive Director will be directly supported by personnel as necessary within the parameters authorized by the District and will have access to legal counsel as needed.</p>
<p><b>RESPONSIBILITIES</b></p>	<ol style="list-style-type: none"> <li>1. To act as the duly authorized representative of the Board of Directors in all matters in which the Board has not formally designated some other person.</li> <li>2. To develop a plan for organizing the personnel and other operational staff of the District and to establish procedures for the internal operation of the District, each of which will be submitted to the Board of Directors for approval,</li> <li>3. To prepare an annual budget showing the expected receipts and expenditures, as required by the Board of Directors.</li> <li>4. To select, employ, supervise and discharge all District employees as are necessary for carrying on the normal functions of the District if any. Notwithstanding the above, all employees of the District ultimately serve at the pleasure of the Board of Directors.</li> <li>5. To supervise all business affairs of the District, such as records of financial transactions, banking transactions, insurance, regulatory reporting, the collection of accounts, and the purchase and issuance of supplies.</li> <li>6. To oversee District's real property and leased property.</li> <li>7. To ensure that all funds coming to the District are collected and expended to the best possible advantage, while acknowledging all obligations found in law and legal agreements in existence at the time.</li> <li>8. To promote a high level of cooperation with the Chief Administrative Officer of Alameda Hospital and other Alameda Health System leaders whose responsibilities affect operation of the District's medical care and health-related services and facilities.</li> <li>9. To periodically submit to the Board of Directors or its authorized committee's reports reviewing the activities and finances of the District.</li> <li>10. To prepare and submit any special reports requested by the Board of Directors or its authorized committees, in accordance with their instructions.</li> </ol>

## CITY OF ALAMEDA HEALTH CARE DISTRICT

	<ol style="list-style-type: none"><li>11. To attend all meetings of the Board of Directors.</li><li>12. To work with Board members, as appropriate, to liaison with other public agencies and elected officials</li><li>13. To attend the meetings of any committee the Board of Directors determines to requires the ED's regular attendance.</li><li>14. To work with legal counsel and other information resources, to help the District stay in compliance with health care district law and the Ralph M. Brown Act.</li><li>15. To assist the District Board in staying informed about the changing realities of the health care financing, delivery, and quality of care assessment environment in which the District and its health facilities operate.</li><li>16. To educate and inform the community about the services offered by Alameda Hospital/Alameda Health System, how to access that care and news/events pertaining to the Hospital and/or District</li><li>17. To work with AHS on compliance with 2020 and 2030 State of California seismic rules, to ensure continued operation of Alameda Hospital</li><li>18. To identify and develop community health projects or programs to present to the District Board for action.</li><li>19. To seek out grants to fund community health projects under direction of the Board, write grants and administer grants as needed under guidelines of the State of California, District policy and grant terms.</li><li>20. To consult and advise the Board regarding any other functions that may be necessary in the best interest of the District</li></ol>
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