

**CALL IN: 866-469-3239**

**PASSCODE: 551 125 92**

## AGENDA

**JPA: MBASIA Executive and Finance Committee Meeting**

**DATES/TIMES:** Tuesday, December 7, 2010 at 11:00 AM

**PRIMARY LOCATION:** Alliant Insurance Services, Inc.  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, Ca 94111  
(415) 403-1411

**LOCATIONS VIA TELEPHONE:**

- City of Del Rey Oaks – 650 Canyon Del Rey Rd, Del Rey Oaks, CA 93940 (831) 394-8511
- City of Hollister – 375 Fifth Street, Hollister, CA 95023 (831) 636-4300
- City of Gonzales – 147 Fourth Street, Gonzales, CA 93926 (831) 675-5000
- City of Scotts Valley – One Civic Center Drive, Scotts Valley, CA 95066 (831) 440-5606

**LEGEND:**

A – Action may be taken  
I – Information

1 – Included  
2 – Handout  
3 – Separate  
4 – Verbal

*In accordance with the requirements of the Brown Act, notice of this meeting must be posted in publicly accessible places, 72 hours in advance of the meeting, in each of the member agencies involved. Per Government Code section 54954.2, persons requesting disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Alliant Insurance Services at (415) 403-1411, 24 hours in advance of the meeting. Access to some buildings may require routine provision of identification to building security. However, MBASIA does not require any member of the public to register his or her name, or to provide other information, as a condition to attendance at any public meeting and will not inquire of building security concerning information so provided. See Government Code section 54953.3.*

**PAGE 4 A. CALL TO ORDER**

**4 B. CONSENT CALENDAR (A)**

- 1-3** 1. Approval of Minutes from the Committee Meeting on October 14, 2010  
*Members will review these minutes and may take action to approve or amend.*

**4 C. PUBLIC COMMENTS (I)**  
*The public is invited at this point to address the Board on issues of interest to them.*

**D. EXECUTIVE AND FINANCE COMMITTEE**

- 4-14** 1. Liability TPA – Contract with RMS (A)  
*Members will review the proposed agreement between MBASIA and Risk Management Services for Third Party Administration of Liability Claims and may take action to approve or give direction.*

- 15-25** 1. 2. Financial Auditor – Request for Proposal (A)  
*Members will review the proposed RFP for Financial Audit services and may take action to issue the RFP or give direction.*

- 26-29** 3. Training Policy and Procedure  
*Members will review the proposed policy and procedure and may take action to approve or give direction.*

- 30** 1. 4. Board of Directors Meeting Schedule (A)  
*Members will review the proposed meeting schedule and may take action to select a meeting date, or give direction.*

**E. CORRESPONDENCE / INFORMATION (I)**  
None

**4 F. GENERAL RISK MANAGEMENT ISSUES (I)**  
*Subjects that of interest to members: please bring 15 copies of any materials.*

**ADJOURNMENT**

**Member Cities**

Capitola  
Del Rey Oaks  
Gonzales  
Greenfield  
Hollister  
King City  
Marina  
Sand City  
Scotts Valley  
Soledad

**Agenda Item B.1  
Board of Directors  
December 7, 2010**

**MINUTES OF THE  
MBASIA EXECUTIVE AND FINANCE COMMITTEE  
TELECONFERENCE**

**Thursday, October 14, 2010 9:00 AM**

**Primary Teleconference Location: San Francisco, CA**

**MEMBERS PRESENT**

Daniel Dawson, City of Del Rey Oaks  
Robert Galvan, City of Hollister  
Rene Mendez, City of Gonzales  
Steve Ando, City of Scotts Valley

**MEMBERS ABSENT**

None

**GUESTS AND CONSULTANTS**

Conor Boughey, Alliant Insurance Services  
Monica Sandbergen-Izo, Alliant Insurance Services  
Michael Simmons, Alliant Insurance Services

**A. CALL TO ORDER**

Chair Rene Mendez called the meeting to order at 9:03 a.m.

**B. CONSENT CALENDAR**

**B1. Approval of Minutes from the Committee Meeting on August 30, 2010.**

A motion was made to approve the minutes.

**MOTION:** Steve Ando    **SECOND:** Daniel Dawson    **MOTION CARRIED**

**C. ORAL COMMUNICATIONS & PUBLIC COMMENTS**

There were no public comments.

## **D. EXECUTIVE AND FINANCE COMMITTEE**

### **D1. Long Range Planning Meeting and Board Meeting Agenda**

Conor Boughey advised the Executive and Finance Committee that Alliant has started reviewing last year's Long Range Planning Meeting and looking back to the minutes to see what topics the members would like to discuss at the upcoming meeting. He also advised that coverage for volunteers and the Workers' Compensation budget process and allocation formula are the two biggest topic items added to this year's meeting. Conor also advised that Jack Joyce will be presenting at the meeting on actuarial trends and on the actuarial report.

A motion was made to approve the proposed agenda as presented.

**MOTION:** Daniel Dawson      **SECOND:** Steve Ando      **MOTION CARRIED**

### **D2. Accounting Agreement between City of Scotts Valley and MBASIA**

Conor Boughey updated the committee and advised that Alliant is trying to accomplish having an accounting agreement in place between the Authority and Scotts Valley and wants to make sure the Authority is in compliance. Steve Ando advised that a compensation section should be added to the agreement and that he will send out the current compensation agreement and have it added to the accounting agreement for the accounting coordinator. The next step is to have it adopted by the Board.

A motion was made to propose the Board of Directors adopt the Accounting Agreement as proposed with an updated compensation which will include the rates which were already agreed to.

**MOTION:** Daniel Dawson      **SECOND:** Robert Galvan      **MOTION CARRIED**

### **D3. AGRIP Membership and Membership Fee**

Conor Boughey advised that he has been in correspondence with AGRIP, which is an organization that provides documents to pools and JPA's. MBASIA's annual membership fee is \$1,475. Conor advised that the renewal date was on December 31, 2009, however, Alliant just recently received the renewal invoice. Michael Simmons advised that the best solution would be to pay the invoice because we did not give notice and then advise to not renew membership.

A motion was made to pay the invoice and then to non-renew MBASIA's membership with AGRIP in December, 2010.

**MOTION:** Daniel Dawson      **SECOND:** Rene Mendez      **MOTION CARRIED**

## **D4. MBASIA's Actuarial Report**

Conor Boughey informed the committee that the 2010 actuarial reports have been completed by Jack Joyce of Bay Actuarial Consultants. He advised the members that the central discounted estimated on the Liability was \$1,369,000 as of June 30, 2010 and that this is a 37% reduction from last year due to the fact that Jack Joyce was not aware of the \$10,000 deductible for each member. Conor advised that the actuary stated that he has never seen an Authority with as good as a loss history as MBASIA and they are due for a large loss. Rene Mendez mentioned that MBASIA has a policy on being aggressive with liability losses and that this could be why there are no large losses on the liability loss run.

Conor also reported that the funding for Workers' Compensation is up due to the current interest rates and the discount rate being used in the report. He also advised that MBASIA is paying out claims faster and the Authority can't hold on to the money as long as before to earn interest. Daniel Dawson advised that he would like more information from Jack Joyce on the payout factor and how it affects the discounted rate.

No action was taken.

## **D5. MBASIA's Financial Audit**

Steve Ando advised that the numbers from the actuarial audit will be added to the financials to get them ready for the audit. Robert Galvan inquired on when a RFP should be done for a new auditor. Mr. Ando stated that March, 2011 might be a good time to start the RFP process as this is when the audit will be completed. Conor Boughey advised that it is standard process to change auditors every few years so that the Authority gets a fresh evaluation.

No action necessary.

## **E. CORRESPONDENCE/INFORMATION**

None

## **F. GENERAL RISK MANAGEMENT ISSUES**

None

## **ADJOURNMENT**

A motion was made to adjourn the meeting at 10:02 AM.

**MOTION:** Steve Ando    **SECOND:** Daniel Dawson    **MOTION CARRIED**

Item No. D.1

Executive and Finance Committee

December 7, 2010

## LIABILITY CONTRACT WITH RMS

**ISSUE:** MBASIA's contract with Risk Management Services (RMS) for Liability Claims Administration ends on December 31, 2010. RMS has proposed a renewing the contract with the same terms and conditions for two years.

**RECOMMENDATION:** It is recommended that the committee review the attached contract and take action to enter into the agreement or give direction.

**FISCAL IMPACT:** The compensation section of the agreement is as follows:

3. Consideration

- a. RMS's Annual Administration (24/7 Communication and Database fee shall be \$2,400 a year and is payable semi-annually).
- b. In addition to the Annual Administration Fee, MBASIA shall pay time and expense charges as follows:

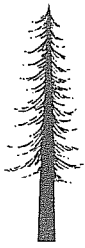
**Liability Adjusting and Investigation Services:**

a) Hourly rates for Adjusting and Investigation Services	\$ 80.00
b) Secretarial	\$ 5.00 per page/form
c) Mileage	\$ IRS Rate (from San Jose)
d) Photocopies	\$ 0.30 per copy
e) Photographs	\$ 2.50 per photo
f) Audio Cassettes	\$ 3.00 per tape
g) Video Cassettes	\$ 15.00 per tape
h) Index Reports	\$ 5.00 per report
i) Postage	\$ At Cost
j) Other Expenses	\$ At actual cost

**There have been no changes in the proposed fees.**

**BACKGROUND:** The current agreement between MBASIA and RMS started on July 1, 2010 and ends on December 31, 2010. At the October 2010 Strategic Planning Meeting, the Board gave direction to the Executive and Finance Committee to enter into an agreement with RMS.

**ATTACHMENT:** Letter from Ken Maiolini at RMS and copy of current agreement



# RMS

RISK MANAGEMENT SERVICES

8000 Old Redwood Highway • Cotati, CA 94931 • (707) 792-4980 • FAX (707) 792-4988

November 9, 2010

Mr. Michael Simmons  
Vice Chairman  
Alliant Insurance Services  
[MSimmons@alliantinsurnace.com](mailto:MSimmons@alliantinsurnace.com)

RE: MBASIA Contract Renewal

Dear Michael:

As requested, I am submitting a contract renewal proposal for consideration by MBASIA.

First, I would like to thank the Board of Directors and Alliant for the vote of confidence in asking us to continue as the TPA for MBASIA.

Over the last 41/2 months, we have enjoyed meeting and working with the Members.

As discussed at the Long Range Planning meeting, we have worked hard at reconciling the loss data and have created a highly functional claims database for MBASIA. In handling the existing open and new claims we have established a solid working relationship with many Member City Departments. I believe we have established a pattern of proactive claims handling and have been highly responsive to Member questions and issues.

We have also established a system to track and advise Members of deductible status as well as assure that MBASIA collects outstanding deductibles in a timely manner.

A working relationship has been formed with CARMA and all appropriate cases have been reported to date. Our billings to date have proven to be favorable to MBASIA and is a reduction in what the pool has historically paid for TPA services, and finally, our previous relationship with Vince Hurley has proven to be helpful in our litigation management efforts.

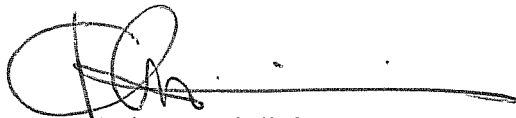
Our current contract terms are attached. We would be willing to continue on the same terms, rates and conditions, if we could renew at a minimum of 2 years to a maximum of 3 years.

Mr. Michael Simmons  
Page two

Overall, we feel that we have proven that we can be of value to MBASIA and assist in the long-term goals of the Pool.

We enjoy working with you and the Members and look forward to a continued relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'KRM', followed by a long horizontal line extending to the right.

Kenneth R. Maiolini, ARM-P  
KRM:sm

**LIABILITY  
SELF-INSURANCE CLAIMS  
ADMINISTRATION AGREEMENT**

This Agreement is entered into by and between Monterey Bay Area Self Insurance Authority, a self-insured California joint powers authority, hereinafter referred to as "MBASIA," and Risk Management Services, Inc., a California Corporation, hereinafter referred to as "RMS."

RECITALS

1. WHEREAS, MBASIA desires to retain RMS pursuant to the terms and provisions of the Agreement to provide claims administration and property loss recovery services on claims arising out of MBASIA's self-insured program which have been assigned by MBASIA to RMS and that it is legally authorized to retain RMS on the terms and conditions set forth herein and included within the Liability Claims Administration Guidelines<sup>1</sup>;
2. WHEREAS, MBASIA and RMS have agreed to enter into a Service Agreement for claims administration and adjusting services on the terms and conditions set forth herein;
3. NOW THEREFORE, for and in consideration of the promises set forth hereinabove, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, RMS and MBASIA agree as follows.

TERMS AND CONDITIONS

1. Term of Agreement

This agreement is effective July 1, 2010 and shall be continuous through December 31, 2010. The Agreement may be extended by the MBASIA Board for additional one-year terms as of each anniversary of its commencement unless, prior to that time, the Agreement has been terminated in accordance with the provisions of this Agreement; and provided further that upon any extension of this Agreement, the extension shall be upon the same Terms and Conditions as set forth in this Agreement unless the parties mutually agree in writing to amend its provisions.

2. Scope of Services

- a. RMS's Specified Services: RMS shall perform the services described in Attachment "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Attachment "A" and pursuant to Article 8.(d). In the event of a conflict between the body of this Agreement and Attachment "A," the provisions in the body of this Agreement shall control.
- b. Cooperation with MBASIA: RMS shall cooperate with MBASIA and their consultants/staff in the performance of all work hereunder.
- c. Performance Standard: RMS shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in RMS's profession. If MBASIA determines that any of RMS's work is not in accordance with such level of competency and standard of care, MBASIA, in its sole discretion, shall

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<sup>1</sup> Liability Claims Administration Guidelines will be developed and attached as a component to this Agreement within 60 days of inception.



have the right to do any or all of the following: (1) require Contractor to meet with MBASIA to review the quality of the work and resolve matters of concern; (2) require RMS to repeat the work at no additional charge until it is satisfactory; (2) terminate this Agreement pursuant to the provisions of Article 6; or (4) pursue any and all other remedies at law or inequity. The contractor shall maintain all necessary casualty/property independent adjuster licenses required by the California Division of Insurance (DOI). If this agreement is to be renewed, proof of such license will be required at least 90 days prior to the renewal. RMS shall comply with all DOI requirements.

- d. Assigned Personnel: RMS shall assign only competent personnel to perform work hereunder. In the event that at any time MBASIA, in its sole discretion, desires the removal of any person or persons assigned by RMS to perform work hereunder, RMS shall remove such person or persons immediately upon receiving written notice from MBASIA. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by MBASIA to be key personnel whose services were a material inducement to MBASIA to enter into this Agreement, and without whose services MBASIA would not have entered into this Agreement. RMS shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of MBASIA. In the event that any of RMS's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of RMS's control, RMS shall be responsible for timely provision of adequately qualified replacements.

3. Consideration

- a. RMS's Annual Administration (24/7 Communication and Database fee shall be \$2,400 a year and is payable semi-annually).
- b. In addition to the Annual Administration Fee, MBASIA shall pay time and expense charges as follows:

**Liability Adjusting and Investigation Services:**

a) Hourly rates for Adjusting and Investigation Services	\$ 80.00
b) Secretarial	\$ 5.00 per page/form
c) Mileage	\$ IRS Rate (from San Jose)
d) Photocopies	\$ 0.30 per copy
e) Photographs	\$ 2.50 per photo
f) Audio Cassettes	\$ 3.00 per tape
g) Video Cassettes	\$ 15.00 per tape
h) Index Reports	\$ 5.00 per report
i) Postage	\$ At Cost
j) Other Expenses	\$ At actual cost

4. Responsibilities of RMS

a. Claims Administration

RMS agrees to provide claims adjusting and investigation services at a standard no less than the generally prevailing standard for such services

- b. In performing the services agreed upon, RMS (and its agents and employees) shall have the status of an independent contractor, and shall not be deemed to be an officer, employee, or agent of the MBASIA except that RMS shall serve as agent for MBASIA for the limited purpose of discharging its duties under this Agreement. Administrator agrees to disclose any conflicts of interest that it may have, or may develop during the term of this contract, arising out of the performance under this contract. Administrator also agrees to complete and file the California Fair Political Practices Commission Form 700 in accordance with the Conflict of interest code adopted by MBASIA.

c. Management Information System:

- (1) RMS agrees to maintain claims and cost data as well as estimates of future claims liability on an individual claim basis.
- (2) RMS will provide management information service to MBASIA as agreed upon by the parties.
- (3) RMS retains all ownership rights to its computer programs, including any improvements and/or additions made to such computer programs during and/or in the course of RMS's performance under this Agreement, whether or not such improvements and/or additions were made at the direction, request or suggestion of MBASIA. However, MBASIA retains all ownership rights to the claim-related data. In the event of a cancellation of RMS's service, MBASIA is entitled to a complete electronic data file of all claims and payment information, as well as a complete format of the electronic data file(s), and all written records maintained by RMS on behalf of MBASIA.

All original reports, documents and claims data of every kind or description that are prepared in whole or part by or for CLAIMS ADMINISTRATOR in connection with this agreement shall be MBASIA's property. Additional copies of original reports, documents, and data requested by MBASIA will be at MBASIA's expense in accordance with this Agreement. All such records shall be held in strictest confidence by RMS. RMS shall also maintain a suitable backup and recovery system for data and develop and implement processes for the protection of electronic data including a written policy with respect to:

- i. Disaster recovery
- ii. Physical and electronic data security
- iii. Electronic data retention

d. California Fair Political Practices Commission's Form 700

Claims Administrator agrees to disclose any conflicts of interest that it may have, or may develop during the term of this contract, arising out of the performance under this contract. Claims Administrator also agrees to complete and file the California Fair Political Practices Commission's Form 700 in accordance with the Conflict of Interest Code adopted by MBASIA.

5. Responsibilities of MBASIA

MBASIA and its Members shall report all Liability claims and provide all information available in a timely manner, cooperate and assist in the investigation of claims as may be necessary to administer its claims. MBASIA shall maintain a balance in the account administered by RMS

sufficient to pay all liability claims, costs and expenses. MBASIA may refuse the services of any vendor selected by RMS. MBASIA agrees that RMS retains ownership of its programs, processes, forms and methods and will not use or disseminate them without written consent of RMS.

6. Claim Payment Fund

- a. The parties agree that RMS will pay claim expenses from a fund established by MBASIA and funded by MBASIA. MBASIA will maintain the fund at an amount sufficient to cover the expense of the Liability claims. RMS agrees to make its records pertaining to that fund available to MBASIA for audit purposes at all times.
- b. Claim expenses are defined as settlements, advance payments toward settlements, judgments, awards, allocated claim expense, and all other Liability claim payments to the persons or entities who have filed liability claims against the MBASIA or its members.
- c. Allocated claim expense includes such costs as legal fees, court costs, court reporters, expert witnesses and consultants, outside investigation, photocopy, subpoena, professional photographic services, fees to undercover operatives, depositions, and certain special costs as may be required. Allocated claim expense does not include RMS fees.
- d. MBASIA has designated \$5,000<sup>2</sup> authority to RMS for the purpose of compromising and/or settling any claims against members of MBASIA being handled by RMS. Prior approval to compromise or settle any claim for an amount over \$2,000 will be obtained from MBASIA'S Member designee for settlements within the members' deductible layer.

6. Termination: Either party may terminate this Agreement by providing written notice sixty (60) days in advance to the other. In the event of termination, RMS will be obligated to provide all data, records and information developed with respect to MBASIA's business, including all loss records, to MBASIA or its designated agent on the date established by MBASIA. RMS will provide the records in good condition and will assist in any transition as may be desired by MBASIA.

7. Representations of Contractor:

- a. Standard of Care. MBASIA has relied upon the professional ability and training of RMS as a material inducement to enter into this Agreement. RMS hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of RMS's work by MBASIA shall not operate as a waiver or release.
- c. Status of Contractor. The parties intend that RMS, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. RMS is not to be considered an agent or employee of MBASIA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits MBASIA provides its employees. In the event MBASIA exercises its right to terminate this Agreement pursuant to Article 4, above, RMS expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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<sup>2</sup> They levels of authority may change by written notice to RMS.

- d. Taxes. RMS agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. RMS agrees to indemnify and hold MBASIA harmless from any liability which it may incur to the United States or to the State of California as a consequence of RMS's failure to pay, when due, all such taxes and obligations. In case MBASIA is audited for compliance regarding any withholding or other applicable taxes, RMS agrees to furnish MBASIA with proof of payment of taxes on these earnings.

6. Insurance Coverage:

RMS shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
4. Errors & Omissions Liability insurance from claims administration
5. Blanket Fidelity Coverage insurance

Minimum Limits of Insurance

RMS shall maintain limits no less than:

1. General Liability: (Including operations, products and completed operations, as applicable.)	\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage. Self Insured retention (or deductible no greater than \$100,000 per occurrence.
3. Workers' Compensation:	As required by the State of California
4. Employers' Liability:	\$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
5. Errors & Omissions Liability:	\$2,000,000 per occurrence/\$2,000,000 in the Aggregate. Deductible no greater than \$100,000 per occurrence.

#### Other Insurance Provisions

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

MBASIA and its officers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the RMS; or automobiles owned, leased, hired or borrowed by the RMS.

For any claims related to this project, the RMS's insurance coverage shall be primary insurance as respects the MBASIA, and its officers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

RMS shall use commercially reasonable efforts to cause each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to MBASIA.

If Errors & Omissions coverage is written on a claims-made form, 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work, and 2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the RMS must purchase an extended period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the MBASIA for review.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### Verification of Coverage

RMS shall furnish MBASIA with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Entity

#### Policy Obligations.

RMS's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### 8. General Conditions

- a. RMS shall indemnify, hold harmless and defend MBASIA, its agents, employees, assigns, successors, officers and directors against any and all loss, damage, fines, liability, costs and expenses, including reasonable attorney fees and costs that MBASIA may become obligated to pay due, to the extent attributable to the negligent or otherwise wrongful acts or omissions of RMS, its agents, employees, officers or directors. MBASIA agrees to notify RMS immediately in writing of any claim, demand, and notice of liability or action. Notwithstanding the immediately preceding two sentences, RMS shall not be obligated to indemnify MBASIA, its agents, employees, assigns, successors, officers and directors to the extent that any such loss, damage, fines, liability, costs and expenses is attributable to the negligent or otherwise wrongful acts or omissions of MBASIA, its former claims administration service provider or any other party.

- b. MBASIA shall indemnify, hold harmless and defend RMS, its agents, employees, assigns, successors, officers and directors against any and all loss, damage, fines, liability, costs and expenses, including reasonable attorney fees and costs that RMS become obligated to pay due, to the extent attributable to the negligent or otherwise wrongful acts or omissions of MBASIA, its agents, employees, officers or directors.
- c. In the event MBASIA directs RMS to follow a specific course of action in the handling of any claim, it shall indemnify, hold harmless and defend RMS against any loss, cost or expense, including reasonable attorney fees and costs, incurred in any claim for damages related to that course of action. Notwithstanding anything to the contrary herein, RMS shall not be held responsible or liable for any obligations pursuant to agreements or contracts between third parties and MBASIA.
- d. Prosecution of Work. The execution of this Agreement shall constitute RMS's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for RMS's performance of this Agreement shall be extended by a number of days equal to the number of days RMS has been delayed. RMS agrees to comply with all policies and procedures of MBASIA.
- e. MBASIA agrees that any action to enforce the terms of this agreement or resulting from a dispute between the parties shall be filed in Monterey County, California. In the event of such an action, the prevailing party may, in addition to any other relief it obtains, recover its attorney fees and court costs.

Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO MBASIA:

Monterey Bay Area Self Insurance Authority  
c/o Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco, CA 94111

TO RMS:

Kenneth R. Maiolini  
Risk Management Services  
8000 Old Redwood Highway  
Cotati, CA 94931

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this paragraph.

This represents the entire agreement between the parties and may only be modified in writing signed by both.

Accepted By:

MONTEREY BAY AREA SELF INSURANCE  
AUTHORITY

By:

Authorized Signature

Robert Galvan

Name (type or print)

President

Title

c/o Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco, CA 94111

Address

Date

Accepted By:

RISK MANAGEMENT SERVICES, INC.

By:

Authorized Signature

Kenneth Maiolini

Name (type or print)

President

Title

Risk Management Services  
8000 Old Redwood Highway  
Cotati, CA 94931

Address

Date

7-11-10

**Item No. D.2  
Executive and Finance Committee  
December 7, 2010**

**FINANCIAL AUDITOR – REQUEST FOR PROPOSAL**

**ISSUE:** At the October 2010 Strategic Planning Session direction was given to the Executive and Finance Committee to start the Request for Proposal process for Financial Audit services.

**RECOMMENDATION:** It is recommended that the Committee review the attached draft Request for Proposal and give direction to issue the RFP or give direction.

**FISCAL IMPACT:** No financial impact is expected from the recommended action.

**BACKGROUND:** MBASIA's Financial Auditor, Hayashi and Wayland, has completed the audit for many years. At the October 2010 Strategic Planning Session, the Board discussed their ongoing relationship with Hayashi and Wayland and gave direction to the Executive and Finance Committee to issue a Request for Proposal for the July 1, 2011 Financial Audit.

**ATTACHMENT:** Draft Request for Proposal



# REQUEST FOR PROPOSAL

FOR

INDEPENDENT FINANCIAL AUDIT SERVICES

FOR

Monterey Bay Area Self Insurance Authority  
(MBASIA)

## **RETURN PROPOSALS TO:**

Conor Boughey, MBASIA Administrator  
Alliant Insurance Services  
100 Pine Street, 11<sup>th</sup> Floor, San Francisco, CA 94111

**DEADLINE FOR FILING:**  
**5:00 p.m. on Friday, January 14, 2011**

REQUEST FOR PROPOSALS FOR  
INDEPENDENT FINANCIAL AUDIT SERVICES FOR  
**Monterey Bay Area Self Insurance Authority (MBASIA)**

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## **PURPOSE**

MBASIA is soliciting proposals from qualified auditors to provide financial audit services for the JPA fiscal years ended June 30, 2011, 2012, 2013, 2014 and 2015.

## **DESCRIPTION OF THE JOINT POWERS AUTHORITY**

Monterey Bay Area Self Insurance Authority, a Joint Powers Authority, was first formed in 1982. The JPA's original purpose was to provide small cities in the Monterey County area of California a mechanism to self-fund a layer of workers' compensation and liability insurance, as well as to obtain the advantages of group purchase excess insurance. MBASIA is comprised of 10 small cities in Monterey County, they include the City of Capitola, City of Del Rey Oaks, City of Gonzales, City of Greenfield, City of Hollister, City of King City, City of Marina, City of Sand City, City of Scotts Valley and the City of Soledad.

The Authority Pools the first \$1,000,000 for the Liability Program, with a Member deductible of \$10,000 per occurrence. For Workers Compensation, the Authority pools the first \$350,000 of each loss, with no Member deductible. For both programs, the Authority is a Member of an excess pool for additional coverage. For Liability, the Authority is a Member of CARMA, and for Workers Compensation, the Authority is a Member of CSAC-EIA.

MBASIA also offers group purchase of Property, although not all Members participate. The cost to purchase this coverage is less than the cost to self-insure, however, this is not a self-insurance program and not part of the Financial Audit process, except to audit the pass through of funds.

MBASIA is governed by a ten Member Board of Directors. The Board has delegated oversight to a four member Executive and Finance Committee. There are four officers; a President, Vice President, Secretary & Treasurer (one position), and Past President. The Executive and Finance Committee meets as needed. The Board of Directors meets quarterly with the meeting at the end of October being the usual date for the acceptance and approval of the Financial Audit for the prior fiscal year.

MBASIA is administered by the Alliant Insurance Services - Specialty Group, in San Francisco, California. JT2 serves as the claims administrator for the Workers Compensation Program. RMS serves as the claims administrator for the Liability Program. Jack Joyce of Bay Actuarial provides an independent actuarial review of MBASIA's liability and workers' compensation programs. His annual studies recommend funding level rates for the upcoming year as well as revaluations of outstanding claims liabilities and projected ultimate losses. MBASIA's Accounting is completed by the City of Scotts Valley staff using QuickBooks.

Those assets needed for current operations are maintained in the Local Agency Investment Fund (LAIF) in Sacramento, which is administered by the State Treasurer's office. This balance varies during the year. The remaining funds are held by Santa Cruz County Bank.

MBASIA invoices its members annually for the liability and workers compensation program contributions. If a Member requests another installment method, that is allowed for either monthly or quarterly installments. In rare occurrences, due to recent financial hardships related to the economic conditions, Members may request a Loan from the Authority to assist them in making their contributions. Members costs are allocated based on operating budget, payroll and loss experience of each member.

Auditors are requested to submit a proposal to provide MBASIA with audit services for an initial three year engagement. If MBASIA is satisfied with the services received it is the intention of MBASIA to then extend the services for an additional two years

## SCOPE OF SERVICES

- A. The audit shall be made in accordance with *Auditing Standards generally accepted in the United States of America* and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's *Minimum Audit Requirements and Reporting Guidelines for California Special Districts*.
- B. The audit shall include a Report on Compliance and on Internal Controls over Financial Reporting in accordance with *Government Auditing Standards*.
- C. Additionally, MBASIA requires:
- As summarized under GASB 40
    - An evaluation of the credit risk;
    - An evaluation of investments;
  - Statement of unpaid claims and claims adjustment expenses;
  - Evaluation of liabilities separately for the liability program and the WC program;
  - Ten year claims development triangle for the liability program and the WC program with premiums, investments, claims and expenses compared to net paid and incurred claims at year end for the past ten years;
  - Combining statement of net assets for liability and workers' compensation;
  - Statement of Net Assets by Member, Shared Risk Layer and Administration separately for liability and workers' compensation;
  - Statement of Revenues, Expenditures, and changes in net assets by Member, Shared Risk Layer and Administration separately for liability and workers' compensation;
- D. The auditor shall prepare a management letter, if necessary, with statements, observations, opinions, comments, or recommendations with regards to the financial statements of MBASIA and its system of internal controls.
- E. The first annual auditor's report must be completed and delivered to MBASIA in DRAFT form no later than **September 10th, 2011 and in the FINAL format not later than October 7<sup>th</sup>, 2011** following the end of the year being audited. Dates for subsequent year's audits will be determined annually. The auditors shall provide twenty-five (25) bound copies and an electronic (PDF) version of the audit report.
- F. The auditor may be requested to present the DRAFT findings to the Finance Committee during the second week of September and will be requested to present the audit report to the Board of Directors annually at its autumn meeting, **which is usually scheduled during the third week of October.**

## SCOPE OF PROPOSAL

Proposers shall submit proposals to provide the information requested in this section. Additional information may be provided.

- A. **Organization:** A brief description of your firm. Please include the name of the individual to contact for further information, size of your firm, as well as a summary of similar work or audits performed by your firm in the immediate past two years. Please also include at least three references.
- B. **Personnel:** A description of the qualification of all professional personnel who will be assigned to conduct the audit for MBASIA. Please include a brief resume of each professional and a summary of similar work of audits performed.
- C. **Methodology:** A description of your overall approach to the audit, including the work plan, specific techniques that will be used, specific administrative and operational management expertise, and auditing principles/standards that will be employed. Please provide a statement of assurance that the timeliness of the audit reports can be achieved.
- D. **Conflict of Interest:** Disclosure of any past or current business or other relationship with MBASIA or any of its member housing authorities that may have an impact upon the outcome of the audit. Include a listing of any current clients that may have a financial interest in the outcome of the audit.
- E. **Cost:** Disclose the total contract bid price or cost your firm is proposing to MBASIA.

The total cost must be an exact amount. The cost must be detailed as to classes of personnel to be used in the audit and include the estimated number of hours and cost for each class. Other costs including travel and out-of-pocket costs may also be included. The bid price must be submitted in the following format:

Auditor Classification Name _____ Name _____	Hours	Rate	Total Cost
Travel and other out-of-pocket costs			
Total First Year Fee			

We agree to perform the audit specified at a total cost not to exceed:

- \$ \_\_\_\_\_ For the fiscal year ending June 30, 2011
- \$ \_\_\_\_\_ For the fiscal year ending June 30, 2012
- \$ \_\_\_\_\_ For the fiscal year ending June 30, 2013
- \$ \_\_\_\_\_ For the fiscal year ending June 30, 2014
- \$ \_\_\_\_\_ For the fiscal year ending June 30, 2015

## INSURANCE REQUIREMENTS

Proposers shall procure and maintain, during the entire term of the agreement, insurance pertaining to the activities associated with the agreement. Proposers will be required to obtain, at their own cost and expense, all insurance endorsements required below. Proposers shall provide evidence of such insurance and endorsements to MBASIA prior to commencing work.

The proposal must include the name of the Proposer's insurance carrier, the policy coverages and limits, and expiration dates.

The chosen Proposer shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Proposer, his/her agents, representatives employees, or subcontractors.

### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73), covering Commercial General Liability and Insurance Services Office form number GL 0404, covering Broad Form Commercial General Liability; or Insurance Services Office Commercial General Liability coverage ("Occurrence" Form CG 0001).
2. Insurance Services Office Form Number CA 0001, covering Automobile Liability, Code 1 (any auto) or Code 8 and 9 if non-owned autos.
3. Workers' compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance.

### B. Minimum Limits of Insurance

The Proposer shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the proposer or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall be endorsed to include MBASIA, its officers, agents, and employees as additional insureds. Such insurance shall provide thirty (30) days notice of intent to cancel or non-renewal to MBASIA. Such insurance shall be subject to deductible or self-insured retention no greater than \$25,000. Any deductible or self-insured retention greater than \$25,000 is subject to approval from MBASIA. Upon execution of an agreement, the Proposer shall provide MBASIA with a Certificate of Insurance and endorsements evidencing that such general liability insurance has been obtained and is in full force and effect. In addition to the Certificate of Insurance and upon request by MBASIA, the Proposer shall provide to MBASIA a certified copy of the insurance policy or policies.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. If Automobile Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Proposer or the general aggregate limit shall be twice the required occurrence limit. Such

insurance shall include MBASIA, its officers, agents, and employees as additional insureds. Such insurance shall provide thirty (30) days notice of intent to cancel or non-renewal to MBASIA. Such insurance shall be subject to a deductible or self-insured retention no greater than \$25,000. Any deductible or self-insured retention greater than \$25,000 is subject to approval from MBASIA. Upon execution of an agreement, the Proposer shall provide MBASIA with a certificate of insurance and endorsements evidencing that such automobile liability insurance has been obtained and is in full force and effect. In addition to the Certificate of insurance and upon request by MBASIA, the Proposer shall provide to MBASIA a certified copy of the insurance policy or policies.

3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits with a minimum of \$500,000 per accident. Upon execution of an agreement and up renewal of such coverage, the Proposer shall provide MBASIA with a Certificate of Insurance evidencing that such Workers' Compensation and Employer's Liability insurance has been obtained and is in full force and effect. In addition to the Certificate of Insurance and upon request by MBASIA, the Proposer shall provide to MBASIA a certified copy of the insurance policy or policies.
4. Errors and Omissions: \$2,000,000 per occurrence and shall not be subject to a deductible and/or self-insured retention greater than \$100,000 The Proposer shall maintain errors and omission insurance applying to all claims arising out of an occurrence or events during the term of the insurance and made during, or subsequent to, the term of an agreement. Such insurance shall apply whether the claim arises out of the operations of the Proposer, its officer, employees, consultants, agents, or anyone else directly or indirectly acting on behalf of any of the foregoing. Such insurance shall be severable and, except as respects the limits of liability and self-insured retention, apply to each insured as if no other insureds exist. Upon execution of an agreement and upon renewal of such coverage, the Proposer shall provide MBASIA with a Certificate of Insurance evidencing that such errors and omissions insurance has been obtained and is in full force and effect. In addition to the Certificate of Insurance and upon request by MBASIA, the Proposer shall provide to MBASIA a certified copy of the insurance policy or policies.

#### C. Acceptability of Insurers

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than an A-. VIII. If coverage is through a mutual and is not rated, sufficient financial and underwriting information will be provided for evaluation of an alternative coverage provider.

#### D. Verification of Coverage

The Proposer shall furnish MBASIA with an original certificate and amendatory endorsements affecting coverage as noted above. The endorsements shall be on forms provided by MBASIA, or on a form other than MBASIA, provided those endorsements or policies conform to the requirements noted above. All certificates and endorsements are required to be received and approved by MBASIA before work commences. MBASIA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting coverage required by these specifications at

any time.

All insurance documents are to be sent to:

Mr. Conor Boughey  
MBASIA Administrator  
Alliant Insurance Services  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111

#### E. Subcontractors

The Proposer shall include all subcontractors as insured's under its policies or shall furnish certificate and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the provisions stated herein.

### **EVALUATION CRITERIA**

1. Qualifications
2. Staffing and Project Organization
3. Fee

### **SELECTION PROCESS**

Upon receipt of the proposal, MBASIA staff will review each firm's response. Proposals will be reviewed and considered by the MBASIA Executive and Finance Committee. The Finance Committee may elect to conduct interviews to further assist in the review process. If interviews are to take place they will take place on **January 28<sup>th</sup>, 2011** with the final firm selection being made by the MBASIA Executive and Finance Committee at their subsequent meeting.

MBASIA reserves the right to award the contract to the auditor at its discretion depending upon multiple areas of criteria. Once selected, MBASIA will enter into contract negotiations with the selected firm, as determined by the MBASIA Executive and Finance Committee at its sole discretion.

Failure to properly address all the items set forth above may disqualify the prospective auditor's proposal. MBASIA reserves the right to reject any and all proposals, to waive any informality, defect or irregularity in a proposal, to conduct contract negotiations with any firm (whether or not it has submitted a proposal), to alter the selection process in any way, to postpone the selection process for its own convenience at any time, to accept or reject any individual sub-consultant that a candidate firm proposes to use, and/or to decide whether or not to contract with any firm at its sole discretion. Nothing in this Request for Proposal shall be construed to obligate MBASIA to negotiate or enter into a contract with any particular firm. This Request for Proposal shall not be deemed to be an offer to contract or to enter into a binding contract or agreement of any kind.



## **SUBMISSION DEADLINE**

All proposals must be received in our office **by 5:00 p.m. on Friday, January 14, 2011**. Late proposals will be rejected. Please send five (5) copies of your proposal and correspondence to:

Mr. Conor Boughey, Administrator MBASIA  
Alliant Insurance Services  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111

Questions concerning this Request for Proposal should be addressed to:

Conor Boughey  
(415) 403-1420  
cboughey@alliantinsurance.com

## **SELECTION TIME TABLE**

January 14, 2011	Proposals due by 5:00 p.m.
January 20, 2011	Review proposals.
January 28, 2011	Interview of firms, if necessary and recommendation made by Executive and Finance Committee.
February 2, 2011	Executive and Finance Committee select a firm.

MBASIA reserves the right to cancel and/or modify the above dates at anytime or to make a dual appointment.

## **ATTACHMENTS**

1. Auditor Distribution List
2. MBASIA Member List
3. MBASIA most recent Audit Report

## **LISTING OF PROPOSERS FOR FINANCIAL AUDIT**

Mr. David Becker  
James Marta and Company

Matthew Nethaway  
Perry-Smith

Mike Nolan  
Hayashi and Wayland

Mr. Kevin Wong  
Gilbert Accountancy Corporation

DRAFT

**Item No. D.3**

**Executive and Finance Committee**

**December 7, 2010**

## **TRAVEL AND TRAINING POLICY AND PROCEDURE**

**ISSUE:** At the October 2010 Strategic Planning Meeting the Board gave authority and direction to the Executive and Finance Committee to create a training policy that would allow members to attend risk related conferences.

**RECOMMENDATION:** It is recommended that the Executive and Finance Committee review the proposed Policy and Procedure and take action to approve or give direction.

**FISCAL IMPACT:** The exact fiscal impact cannot be determined. If each Board Member were to fully utilize the proposed Policy and Procedure, it could cost the Authority up to \$20,000 annually.

**BACKGROUND:** During the Strategic Planning Meeting in October, authority was given to the Executive and Finance Committee to create a Travel and Training Policy and Procedure so that Members could attend training opportunities such as the PARMA conference. Currently, MBASIA does not have a Travel and Training Policy and Procedure, nor does it have the funds budgeted specifically for this purpose.

**ATTACHMENT:** Proposed travel and Training Policy and Procedure

## **ADMINISTRATIVE PROCEDURE**

### **SUBJECT: TRAVEL & TRAINING EXPENSE POLICY & PROCEDURE**

**CREATED: December 7, 2010**

**AMENDED: N/A**

#### **STATEMENT:**

This document establishes a Travel and Training Expense Policy for travel and attendance of Risk Management and Pooling training opportunities (as specified in this Policy).

#### **POLICY:**

MBASIA will reimburse Members for expenses incurred while traveling to training opportunities for Risk Management or Pooling training opportunities with the restrictions noted in the Procedure section of this policy. It is in the best interest of MBASIA and its Members for all Board Members, or employees designated by Board Members, to attend Risk Management and Pooling training opportunities.

Should any element of this policy be in conflict with a Member City's travel policy, MBASIA's Travel Expense Policy shall govern.

#### **PROCEDURE:**

Prior to finalization of the annual budget and the annual billing for a given Program Year, MBASIA will evaluate the appropriate level of funding to be added to the Administrative Budget for the next fiscal year to be used to reimburse the representative for allowable expenses related to MBASIA business.

- 1) Funds will be added to the MBASIA budget under a new line item – MBASIA Travel and Training
- 2) Members will submit expenses on the attached Expense Claim Form for reimbursement.

#### **Allowable Expenses –**

- A) **Lodging:** Expenses are not to exceed the rate secured by the Program Administrators or Conference Host. Accommodations must be considered a reasonable distance from the Member City so that rooms are only booked as necessary. If a hosting site has been established at a conference, it is encouraged to stay at the host site. Room services and mini-bar charges are specifically excluded from reimbursement under this Policy & Procedure; however hotel room internet fees will be reimbursed.

- B) Meals: The daily allowable expenses are *not to exceed* \$65 per day and individual meals *not to exceed* the following:

\$15 - Breakfast  
\$20 - Lunch  
\$30 - Dinner

- C) Transportation: Members will plan ahead to obtain the lowest available airfare and auto reimbursement shall not exceed the lowest available airfare.
- D) Parking: The lowest available rates shall be used. If parking at an airport, long term parking should be utilized.
- E) Training: Expenses for registration or expenses incurred to attend a training opportunity will be reimbursed. Please confirm lowest cost available through Program Administrator.
- F) Annual Maximum: Each Member Agency will have a \$2,000 annual cap for all expenses.

- 3) Receipts are required for each of the items listed above.
- 4) The Expense Claim Form is to be signed by the Member Representative and reviewed by the Program Administrator and Treasurer.
- 5) The original Expense Claim Form and one copy should be forwarded, with all applicable receipts, to the Program Administrator of MBASIA within 30 days of meeting<sup>1</sup>. Subject to review and approval, reimbursements will be processed within 45 days of receipt. Checks will be sent directly to member representative.
- 6) Unused funds will be applied to the next fiscal year's Travel Budget.

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<sup>1</sup> Requests that are received later than May 15<sup>th</sup> will be reimbursed after the program year close out. Expenses for the June Meetings will be paid during the next fiscal year.

# MBASIA

## EXPENSE CLAIM FORM

CLAIMANT NAME/PAYEE:

MEMBER CITY:

MEETING / CONFERENCE:

LOCATION OF MEETING / CONFERENCE:

DATE OF MEETING / CONFERENCE:

EXPENSES:

Lodging:

\$

Meals:

	Breakfast <i>Max \$15</i>	Lunch <i>Max \$20</i>	Dinner <i>Max \$30</i>	Total <i>Max \$65</i>
Date:	\$	\$	\$	\$
Date:	\$	\$	\$	\$
Date:	\$	\$	\$	\$

Airfare:

\$

Other 1.

\$

Travel \* 2.

\$

3.

\$

4.

\$

5.

\$

\* Mileage to be calculated at prevailing IRS Rate

TOTAL:

\$

MEMBER'S  
SIGNATURE:

Date

APPROVED  
BY MBASIA:

Date

Please forward original and one copy (along with all receipts) to:

Conor Boughey  
MBASIA Administrator  
Alliant Insurance Services  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111  
Fax: (415) 874-4811  
[cboughey@alliantinsurance.com](mailto:cboughey@alliantinsurance.com)

**Item No. D.4**  
**Executive and Finance Committee**  
**December 7, 2010**

**BOARD OF DIRECTORS MEETING SCHEDULE**

**ISSUE:** MBASIA's next Board of Directors Meeting will be held in February, but an exact date has not been set yet.

The following is a list of proposed meeting dates:

- February 14, 2010
- February 15, 2010
- February 28, 2010
- March 1, 2010

**RECOMMENDATION:** It is recommended that the Committee check their schedules for conflicts and select a date for the next Board of Directors Meeting.

**FISCAL IMPACT:** No financial impact is expected from the recommended action.

**BACKGROUND:** None, we have not scheduled a meeting for February yet.

**ATTACHMENT:** None