

# **CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY (CSURMA)**

## **PARTICIPATION AGREEMENT FOR THE AUXILIARIES ORGANIZATIONS RISK MANAGEMENT ALLIANCE (AORMA) WORKERS' COMPENSATION PROGRAM**

We, Associated Students, California State University, Los Angeles, Inc. signatory to the California State University Risk Management Authority ("CSURMA") Joint Exercise of Powers Agreement, have agreed by action of our Board of Directors on Thursday, October 22, 2015, to participate in the CSURMA AORMA WORKERS' COMPENSATION Program, hereinafter referred to as "AORMA WORKERS' COMPENSATION." As evidenced by the authorized signatures on page 3 of this document, we agree to become a participant in the AORMA WORKERS' COMPENSATION program and be referred to as a "Program Participant."

It is understood that this Participation Agreement pertains only to AORMA WORKERS' COMPENSATION and not to any other program operated by CSURMA.

We understand that the following requirements have been met and insurance coverage through the AORMA WORKERS' COMPENSATION Program began on July 1, 2005:

- 1) All applicable participation fees have been paid.
- 2) We have executed this AORMA WORKERS' COMPENSATION Participation Agreement.
- 3) We are a member of the Joint Powers Authority. This means we:
  - a) have been approved for Joint Powers Authority membership by the Executive Committee;
  - b) have executed the Joint Exercise of Powers Agreement; and,
  - c) have executed a "Resolution to Join" in accordance with the Joint Exercise of Powers Agreement.
- 4) We have received underwriting approval from the AORMA Committee.

### **MINIMUM TIME OF PARTICIPATION AND NOTICE OF WITHDRAWAL:**

The Program anniversary date is July 1 of each year.

It is understood that the AORMA WORKERS' COMPENSATION program requires an initial three full program year commitment. Withdrawal from the program cannot occur until three full years of participation has occurred. *If a Member joins mid-term it would be three full program years plus the partial first year of participation.*

*A Member may withdraw only at the end of the Program Year, provided it has given CSURMA a six (6) month written notice of its intent to withdraw from the program.*

If *notice of intent to withdraw has been provided in accordance with paragraph two above*, then, subject to AORMA Committee acceptance, *the Member* may rescind such notice up to forty-five days prior to the program anniversary date.”

#### **RESPONSIBILITIES OF PROGRAM PARTICIPANTS:**

It is understood that as a Program Participant we are obliged to do the following:

- take such action, including providing the AORMA WORKERS’ COMPENSATION program staff with such statistical and loss experience data and other information, as is necessary to carry out the AORMA WORKERS’ COMPENSATION program as required by the CSURMA Joint Exercise of Powers Agreement, Bylaws and the policies established by the Executive Committee and/or the Board of Directors;
- pay the AORMA WORKERS’ COMPENSATION program when due any and all premium taxes and fees due. Withdrawal does not relieve a Program Participant from liability for monies owed; and
- fully cooperate with the AORMA WORKERS’ COMPENSATION program staff and/or representatives in determining the cause of losses and in the investigation, adjudication and settlement of claims.

#### **RESPONSIBILITY FOR PROGRAM EXPENSES:**

It is also understood that AORMA WORKERS’ COMPENSATION Participants are responsible for their share of all AORMA WORKERS’ COMPENSATION program expenses. A Program Participant's share of the program costs shall be reflected, as accurately as possible, within its Program Fee, which is based upon the AORMA WORKERS’ COMPENSATION program’s budgetary needs, and any other expenses deemed necessary by the CSURMA Board of Directors.

The withdrawal or termination of Program Participant from the AORMA WORKERS’ COMPENSATION program shall not terminate the responsibility to continue to contribute to its share of financial obligations incurred by CSURMA by reason of the Program Participant's previous participation.

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It is the policy of the AORMA Committee that members who leave the AORMA WORKERS’ COMPENSATION program remain subject to assessments described here and in the Joint

Powers Agreement, Bylaws, AORMA WORKERS' COMPENSATION Memorandum of Coverage and other governing documents policy and procedures. Furthermore, members that withdraw from AORMA WORKERS' COMPENSATION are not eligible for any dividends or return of unencumbered surplus that may be declared.

We acknowledge and agree that this Participation Agreement shall automatically conform to any amendments made to the CSURMA Joint Exercise of Powers Agreement or Bylaws which affect the conditions of participation in the AORMA WORKERS' COMPENSATION Program. Any other amendments to this Participation Agreement shall require a two-thirds vote of the members of the Board of Directors of the CSURMA who are elected by the Auxiliary Organization members of the CSURMA.

In recognition of the above, this Participation Agreement is executed on

\_\_\_\_\_, 20 \_\_\_\_\_.

Associated Students, California State  
University, Los Angeles, Inc.

\_\_\_\_\_  
Signed

Ejmin Hakobian  
Name

A.S.I. President  
Title

\_\_\_\_\_  
Signed

Intef W. Weser  
Name

Executive Director  
Title