

## GREENVILLE WATER

POLICY NO. FIN-9

DATE: 07/07/2015

SUBJECT: Risk Management Policy

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#### **I. Risk Management Policy Statement**

To establish policies and procedures with respect to Risk Management and to give specific and general authority for the administration of the Risk Management program for Greenville Water.

##### **A. Objectives:**

- 1. The protection of Greenville Water against the financial consequences of accidental losses that are catastrophic in nature and to preserve Greenville Water assets and service capabilities from destruction or depletion.
- 2. The minimization of the total long-term cost to Greenville Water of all activities related to the identification, prevention, and control of accidental losses and their consequences.
- 3. The establishment, to the fullest extent possible, of a safe work and service environment in which employees, as well as members of the general public, can enjoy safety and security in the course of their daily pursuits.

##### **B. Specific Areas of Responsibility**

- 1. The Commission is responsible for setting organizational expectations for Risk Management.
- 2. The Commission hereby delegates to the Chief Executive Officer (CEO) the responsibility for establishing, adopting, and implementing an integrated, organization wide Risk Management program.

3. The Chief Financial Officer (CFO), or designee, is responsible for:
  - a. Identifying and measuring risks of accidental loss and insurance exposures and advising CEO;
  - b. Advising CEO on the selection and recommendation of appropriate risk management techniques for specific exposure problems;
  - c. Developing and maintaining an information system in coordination with existing systems for timely and accurate recording of losses, claims, insurance premiums, and other related costs;
  - d. Analyzing and allocating insurance premiums, uninsured losses, and other risk costs to the budgetary units.
  - e. Acting on behalf of Greenville Water in all matters relating to property, casualty, and liability exposures.
  
4. The Director of Human Resources, or designee, is responsible for:
  - a. Ensuring that Greenville Water is in full compliance with OSHA, Workers' Compensation laws and various other state and federal regulations.
  - b. Serving as a liaison between Greenville Water, insurance companies and employees who are injured on-the-job.
  - c. Contesting employee claims for Workers' Compensation benefits, when appropriate (e.g. off duty injuries).
  - d. Establishing, implementing, and monitoring an integrated Greenville Water safety program.
  - e. Helping to eliminate unnecessary workplace accidents through an effective safety program.
  
5. Each Department Director is responsible for:
  - a. Reporting changes in (a) building use or occupancy, (b) equipment, and (c) personnel to the CFO and Director of Human Resources.
  - b. Keeping the CFO and Director of Human Resources informed of new activities and functions performed or anticipated to be performed.
  - c. Contributing to the maintenance of a perpetual inventory of liability hazards.
  - d. Cooperating with the investigation of loss exposures and claims and in the operation of an effective loss prevention program.
  - e. Reviewing contracts with the CFO, or designee, before signing them so that any increase or decrease in the institution's contractual liability can be properly identified and controlled.
  
6. Greenville Water's Attorney is responsible for:
  - a. General legal services, including systems management.
  - b. Reviewing contracts entered into as determined to be needed by management and to identify and reduce any contractual liability being assumed, with attempt being made to transfer such liability to the other party or parties. The failure to obtain such review shall not affect the validity of any such contract.
  - c. Notifying the CEO, or designee, of changes in S.C. laws, upon notice from legislative liaison, of pending or recently enacted state legislation.

- d. Providing legal assistance in handling liability claims against Greenville Water in conjunction with liability carriers as needed.

## **II. Risk Retention**

With regard to risks of accidental loss, it shall be Greenville Water's policy to self-insure all losses which occur with predictable frequency and which have no significant impact on Greenville Water's financial position.

## **III. General Liability**

Greenville Water purchases commercial liability insurance. Claims processing reviews and program administration will be conducted by the insurance carrier. Specified deductible levels will be applicable on lines of coverage that are maintained.

## **IV. General Liability Claims**

All claims presented by the general public shall be referred to and filed with the Controller. The Controller, or designee, will file the appropriate claim notice. Claims above the deductible will be filed with Greenville Water's insurance carrier.

## **V. Property Losses**

All losses due to fire, theft, vandalism, weather, etc., shall be recorded. This includes vehicles, buildings, equipment, tools, etc.

A written report shall be filed with the Controller, or designee.

The Controller, or designee, shall review the circumstances surrounding the loss to determine if it is covered by insurance, or falls within the deductible. If the item in question is not covered by insurance, the Controller, or designee, will notify the responsible department. If the item is covered under Greenville Water's insurance program, the Controller, or designee, shall proceed with the processing of an insurance claim.

## **VI. Vehicle Accidents**

All motor vehicle accidents shall be reported, regardless of the severity, immediately upon their occurrence, and shall be investigated by the appropriate law enforcement agency. The Director of Human Resources, the Controller, or designee, shall be notified by the affected department.

The Director of Human Resources and the affected department(s) are required to investigate all accidents and complete an accident report and to coordinate damage

estimates with the Garage. Supervisors are responsible for ensuring that drivers receive post-accident drug and alcohol screenings.

## VII. Employee Accidents/Injuries

All on-the-job accidents, regardless of severity must be reported to the immediate supervisor. For minor injuries, the supervisor will assist the employee in obtaining first aid. An accident report must be completed by the supervisor, upon notice by an employee of any job related accident. The supervisor will report the job accident to HR as soon as possible, or at least by the following work day. Human Resources will assist the employee in submitting a claim for Workers Compensation benefits, when appropriate. The supervisor will notify HR anytime there are suspicious circumstances involving an alleged job accident, i.e. co-workers have told the supervisor that the accident occurred off-the-job.

All personal injury accidents requiring medical attention beyond basic first aid shall be reported immediately to the employee's supervisor and the Director of Human Resources. Greenville Water shall provide treatment and care as deemed necessary for employees injured during the scope and performance of their job, but will not be held liable for medical charges incurred through unauthorized treatment.

If an employee is unable to work and the disability exceeds seven days, that employee will receive payment from Greenville Water's Workers' Compensation Program. Greenville Water employees who are absent from work due to a disability or injury received during the scope and performance of their job, and who are receiving benefits under the provisions of the Workers' Compensation Law, shall be entitled, if they so elect, to utilize any unused general leave to supplement their weekly income from Workers' Compensation payments not to exceed their regular salary.

## VIII. Workers' Compensation

Workers' Compensation is the vehicle utilized by Greenville Water to provide financial assistance to employees suffering a job-related injury. Greenville Water purchases commercial Workers' Compensation coverage. Greenville Water's obligation for such injury is limited to the coverage provided.

The insurance carrier shall examine, investigate, estimate and pay benefits, if any, to applicable workers' compensation claims.

## IX. Insurance Requirements for Contractors and Lessees

The Greenville Water Procurement Policy establishes insurance requirements in order to ensure that its interests are properly protected regarding liability exposures.

The requirements included in the Procurement Policy provide proper insurance be included in Greenville Water contracts. This also aids in the standardization of such requirements in all areas of similar exposures.

In certain situations, management may determine that draft copies of contracts that are being prepared by a department be forwarded to the Greenville Water Attorney for review and comment.

## **X. Management Commitment to Risk Management and Safety**

The health and well-being of all employees depends upon the cooperative participation of both employees and management to ensure a healthy and safe workplace for everyone. Management is committed to provide each and every employee with a healthy and safe workplace through the exchange of ideas between employees and management and the continuing development of an ongoing safety program including:

- Providing health and safety education and training, and
- Reviewing and updating workplace safety rules.

The provision of safe and healthful working conditions is a major concern of every Greenville Water employee. Unsafe acts or conditions can cause accidents, and both of these are under the supervisor's control. Unsafe working conditions shall be minimized by identifying hazards, correcting unsafe work practices and using proper equipment. Management will strive to maintain positive control toward prevention of unsafe acts by employees. If an accident occurs, the most important factor in accident investigation is to determine how to prevent a recurrence of the accident.

All safety and health rules and regulations are to be carefully observed so that employee accidents and injuries may be kept to a minimum. These regulations cover all employees; whether full-time, part-time, temporary, seasonal, etc. Failure to comply with these regulations may subject the employee and/or supervisor to disciplinary action.

Whenever a condition or practice is found to exist which could reasonably be expected to cause death or serious physical harm, or serious property damage, the affected operations'/employees' supervisor has the authority to take whatever action is necessary to correct the noted condition or practice, including the stoppage of the project or action in question.

Each employee has a personal responsibility to prevent accidents. It is the duty of each employee to accept and follow established safety regulations and procedures. Employees are expected to report all unsafe work conditions, accidents, and injuries immediately to their supervisors without concern for retaliation, penalty, or other disincentive.

All staff, participating guests, and visitors shall receive appropriate safety training. Supervisors are responsible for ensuring that employees and guests under their supervision receive this training to be fully informed about possible occupational health hazards and know how to work safely. Safety orientation should take place within the first month of

employment. The level and complexity of the training depends on the type of exposures, building locations, and potential hazards.

State and Federal regulations spell out several specific health and safety training requirements for special hazards. These include, but are not limited to, radiation safety, hazard communication for exposure to hazardous substances, respirator use, hearing conservation, and confined space hazards.

All employees shall be trained periodically by their supervisor on safety rules, policies, and procedures, and when changes are made to the safety manual. Individual employees will be retrained after the occurrence of a work related injury caused by an unsafe act or work practice, and when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

## Waterline Rupture Policy

1. When a Property Owner asserts that Greenville Water is responsible for damage to their property resulting from the rupture of a waterline, Greenville Water's insurance carrier will determine whether or not Greenville Water is legally responsible. The insurance carrier is responsible for adjusting and paying claims based on the provisions of the South Carolina Tort Claims Act.
2. At its sole discretion, Greenville Water may elect to provide financial assistance to a Property Owner for reimbursement of costs of water extraction and dehumidification of affected areas. This assistance may be provided independent of a determination of Greenville Water responsibility under the South Carolina Tort Claims Act, but does not constitute an acknowledgement by Greenville Water of responsibility for any damages.

Greenville Water may, at its sole discretion, provide financial assistance under the following circumstances:

- Greenville Water may pay or reimburse the owner for water extraction and dehumidification up to a maximum amount of \$5,000.00.
- Greenville Water may require the Property Owner to execute an assignment of claim to the extent it reimburses or pays for such expenses.

Under this policy, Greenville Water will not reimburse a Property Owner for repairs to property or damage to contents.

3. In order to be eligible for financial assistance from Greenville Water for reimbursement of costs of water extraction and dehumidification, a Property Owner must satisfy the following conditions:
  - a) Sign the Waterline Rupture Information & Release Form that states Greenville Water is not acknowledging responsibility by providing assistance.
  - b) Use reasonable care and diligence to initiate prompt remedial action, when possible, to prevent further damage to his/her property.
  - c) Contract with a water extraction and dehumidification service provider. Professional water extraction and dehumidification assistance is advisable due to health and safety concerns.
  - d) Provide Greenville Water with a copy of the Property Owners Casualty Coverage and any appropriate letter indicating denial of coverage.
4. For the purposes of this policy the term Property Owner includes any tenant, renter, family or property management staff, etc. who are acting on behalf of the Property Owner. Greenville Water will provide financial assistance to only one party per property for an event under this policy.

## Waterline Rupture Information and Release Form

The purpose of this Waterline Rupture Information and Release Form is to provide guidance to any Property Owner requesting limited financial assistance from Greenville Water for the extraction of water and dehumidification of affected areas and to completely release Greenville Water of any and all claims.

The Property Owner must use reasonable care and diligence to initiate prompt remedial action, when possible, to prevent further property damage. Professional water extraction and dehumidification assistance is advisable due to safety and health concerns. See **Attachment A** for a list of companies which offer water extraction and dehumidification services. Greenville Water does not endorse or guarantee work by any contractor and provides the list as information only.

Greenville Water may provide up to \$5,000 toward water extraction and dehumidification services expenses to property owner without acknowledging responsibility for the damage. Such payment will be limited to amount of the property owner's insurance deductible if insurance coverage is available for the property. Receipts must be submitted for reimbursement of expenses by the property owner. Greenville Water reserves the right to review and determine the amount to be paid.

Greenville Water may require the Property Owner to execute an assignment of claim to the extent it reimburses or pays for such expenses.

### Property Owner's Agreement

My signature below confirms that I have read, understand and agree to abide by the provisions of the Waterline Rupture Policy, as well as the content of this Waterline Rupture Information and Release Form. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that any payment made is not to be construed as an admission of responsibility on the part of the party or parties hereby released, and that said released parties deny any liability and intent merely to avoid litigation and buy their peace. The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

- I acknowledge that it is my responsibility to contact a private contractor to extract water and dehumidify the property. I agree to arrange for the service to begin water extraction work, as soon as possible.
- I understand and agree that any subsequent disputes about negligence or further damage caused by the private contractor (who provides water extraction and dehumidification services) is between the private contractor and me.
- I agree to promptly file a claim with my personal insurance. I agree to provide copies of the insurance company's determination to Greenville Water.
- I agree that the private contractor who provides water extraction and dehumidification services is not acting on behalf of Greenville Water.
- I agree that Greenville Water is not responsible for any damage or failure to perform by the private contractor providing water extraction and dehumidification service.

Acknowledgement of, and agreement with these terms and conditions does not constitute a guarantee of payment under the provisions of the Policy.



**RELEASE OF ALL CLAIMS**

That the Undersigned, being of lawful age, for sole consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

to the undersigned in hand paid, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge

\_\_\_\_\_ and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at or near \_\_\_\_\_

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said released parties deny liability and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare(s) and represent (s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that terms of this Release are contractual and not a mere recital.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.** Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CAUTION: READ BEFORE SIGNING BELOW**

**WITNESS(ES):**

**SIGNATURE(S):**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Claim Number

\_\_\_\_\_  
Date

**NOTARY:**

State of \_\_\_\_\_; County of \_\_\_\_\_; SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_ who is known to be the person(s) named herein and who voluntarily executed this release.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date Commission Expires