



**Township Council**

1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 02/10/14 07:00 PM

**2014 RESOLUTION AWARD OF PROFESSIONAL SERVICE**

**AWARD OF A PROFESSIONAL SERVICE CONTRACT PURSUANT TO THE FAIR AND OPEN PROCESS FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR**

**WHEREAS,** the Township of Bloomfield requires the services of a Workers' Compensation Third Party Administrator has advertised the need for this professional service on the Township of Bloomfield's website as part of the fair and open process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS,** the Township Administrator has certified that the value of the service may exceed \$17,500; and

**WHEREAS,** the term of this contract is one (1) year and will end on December 31, 2014; and

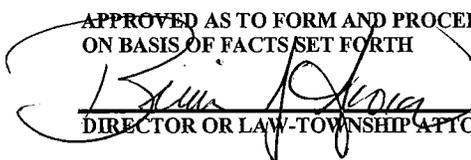
**WHEREAS,** D & H Alternative Risk Solutions, Cochran Professional Plaza, 83 Spring Street, Suite 104, Newton, NJ 07860 (hereinafter "Professional") has submitted a proposal offering to provide the service for annual fee of \$24,500.00; and

**WHEREAS,** the Mayor and Council approve entering into an agreement with the Professional based upon their response; and

**WHEREAS,** the Director of Finance has certified that funds are available to cover the cost of these services; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey authorizes and directs the Township Administrator to enter in a contract/retainer agreement with the Professional within 10 days as described herein; and

APPROVED AS TO FORM AND PROCEDURE  
ON BASIS OF FACTS SET FORTH

  
\_\_\_\_\_  
DIRECTOR OR LAW-TOWNSHIP ATTORNEY

**BE IT FURTHER RESOLVED**, that this contract/retainer agreement is entered into in accordance with the Standardized Submission Requirement for Professional Services and no minimum payment is implied or guaranteed; and

**BE IT FURTHER RESOLVED**, that all of terms contained in the Standardized Requirement for Professional Services are incorporated into the Professional's contract/retainer unless specifically excluded; and

**BE IT FURTHER RESOLVED**, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contracts calls for a monthly retainer; and

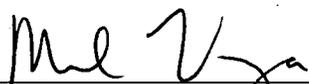
**BE IT FURTHER RESOLVED**, that the Professional's response to the request for Professional Services shall be placed on file with this resolution/and a copy of the contract/retainer agreement entered into; and

**BE IT FURTHER RESOLVED**, that the contract should incorporate the terms and conditions contained in Professionals response to the request for Professional Services.

\*...\*...\*...\*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on February 10, 2014.

  
\_\_\_\_\_  
Municipal Clerk of the Township of Bloomfield

  
\_\_\_\_\_  
Mayor of the Township of Bloomfield

<input checked="" type="checkbox"/> <b>Vote Record - Resolution 3318</b>						
<input checked="" type="checkbox"/> Adopted			<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input type="checkbox"/> Adopted as Amended	Elias N. Chalet		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Nicholas Joanow		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Carlos Bernard		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Tabled	Wartyna Davis		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved	Joseph Lopez		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Carlos Pomares		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Michael J. Venezia		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled with No Vote						
<input type="checkbox"/> Discussed						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Approved No Vote						
<input type="checkbox"/> Deferred						

**D&H** Alternative Risk Solutions  
Risk Management & Third Party Administration

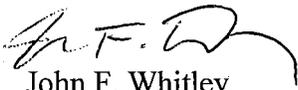
Ms. Andrea Schneider  
Administration Office  
Township of Bloomfield  
Room 209, Municipal Building  
1 Municipal Plaza  
Bloomfield, NJ 07003

Re: 2014 Professional Services Agreement - Workers' Compensation Third Party Administrator

Ms. Schneider,

Please see attached signed 2014 Workers' Compensation Third Party Administrator Professional Services Agreement for the Township of Bloomfield and return copy of fully signed version. Also attached is Certificate of Insurance reflecting current insurance and limits for D&H.

Thank you,



John F. Whitley  
D&H Alternative Risk Solutions, Inc.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
D&H ALTERNATIVE RISK SOLUTIONS, INC.  
AND THE  
TOWNSHIP OF BLOOMFIELD**

**WHEREAS**, the Township of Bloomfield, (hereinafter referred to as the "CLIENT"), has been organized as a Township under the provision of the state of New Jersey and requires the regular services of a claims service company to provide claims services; and

**WHEREAS**, D&H Alternative Risk Solutions, Inc, a corporation of the State of New Jersey, (hereinafter the "SERVICE PROVIDER"), having its principal place of business at 93 Spring Street, 2<sup>nd</sup> Floor, Newton, New Jersey 07860 is highly experienced in the administration of Insurance Claims;

**NOW, THEREFORE, IT IS AGREED** by and between the CLIENT and the SERVICE PROVIDER as follows;

**I. APPOINTMENT.** The SERVICE PROVIDER is hereby appointed and retained as the Claims Service Company for the CLIENT to provide claims service for workers compensation claims.

**II. DEFINITIONS.** The following definitions apply to this Agreement:

"Reported Claim" means a notice of loss in written or verbal form for which payment or indemnification may be required, including potential claims wherein the CLIENT may not provide coverage but, nonetheless, has an obligation to provide a defense pursuant to a reservation of rights or similar instrument.

"Claim" means a demand for monetary compensation for any loss or damage by any person or medical, dental or other similar provider arising out of any single occurrence.

**III. TERM.** The term of this appointment shall commence on January 1, 2014, and continue to December 31, 2014, or until a successor is appointed in accordance with the terms and conditions of this Agreement. All fees are based on life of contract.

**IV. TERMINATION OF AGREEMENT.** Notwithstanding any other provision of this agreement, the CLIENT or SERVICE PROVIDER may terminate without cause this Agreement, at any time during the term thereof by the giving of thirty (30) days written notice to the SERVICE PROVIDER or CLIENT. SERVICE PROVIDER shall only be paid for the work completed or on a pro-rated amount if the contract calls for a monthly retainer.

**V. AFFIRMATIVE ACTION.** See Exhibit A

**VI. NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

**VII. BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

**VIII. MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the CLIENT and the SERVICE PROVIDER.

**IX. NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

X. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder to this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the SERVICE PROVIDER to the CLIENT.

XI. **CAPTIONS.** The captions or paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

XII. **NO ASSIGNMENT.** The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the CLIENT. The CLIENT reserves the right to withhold its consent to assignment for any reason whatsoever.

XIII. **INSURANCE.** For as long as SERVICE PROVIDER shall provide services to CLIENT, SERVICE PROVIDER agrees to provide insurance coverage's as are set forth in Exhibit B hereto.

XIV. **INDEMNIFICATION AND HOLD HARMLESS.** SERVICE PROVIDER shall indemnify and hold the CLIENT, its Commissioners, and appointed officials harmless from any and all claims or liabilities arising out of the activities of the SERVICE PROVIDER, its employees, agents and subcontractors in connection with all activities undertaken by the SERVICE PROVIDER, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the CLIENT, its Commissioners and appointed officials, based upon any act or omission of the SERVICE PROVIDER, its affiliates and successors, shall be the responsibility of the SERVICE PROVIDER, and the SERVICE PROVIDER shall hold the CLIENT, its commissioners and appointed officials and member local units harmless from same.

CLIENT shall indemnify, defend, and hold the SERVICE PROVIDER harmless for all claims, demands, causes of action, damages, costs and /or expenses, except such damages which may result from the negligence, willful action, or dishonesty, of the SERVICE PROVIDER or its employees.

XV. **INDEPENDENT CONTRACTOR STATUS.** The SERVICE PROVIDER at all times shall be an independent contractor, and employees of SERVICE PROVIDER shall in no event be considered employees of the CLIENT. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance thereunder.

XVI. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

**XVII. OWNERSHIP OF RECORDS.**

A. All files, records and data of any kind electronic or written, of any kind relating to the CLIENT shall belong to the CLIENT, regardless of whether the record was generated by the SERVICE PROVIDER or a subcontractor of the SERVICE PROVIDER.

B. At all times during the term of this Agreement the CLIENT, its appointed officials and other designated Representative, as authorized by the CLIENT, shall have access to files, records and data electronic or written, maintained by the SERVICE PROVIDER, or its subcontractors, for the CLIENT during normal business hours. Furthermore, such files, records, data electronic or written relating to the operation and business of the CLIENT are the property of the CLIENT, regardless of the site stored. The SERVICE PROVIDER shall maintain and provide access to all files, records, data, electronic or written, of the CLIENT.

C. Information released to the SERVICE PROVIDER, or its subcontractors, by the CLIENT for the Purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

D. Storage and shipment of closed and finalized files. See exhibit C STORAGE AND SHIPMENT OF CLOSED AND FINALIZED FILES

XVIII. **NOTICE.** All notices provided by either party shall be in writing and sent by regular or certified mail.

Notices sent to the CLIENT shall be sent to: Township Clerk, Township of Bloomfield, Municipal Building, Municipal Plaza, Bloomfield, New Jersey 07003

Notices sent to the SERVICE PROVIDER shall be sent to: *Wayne F. Dietz, D&H Alternative Risk Solutions P.O. Box 68 Newton, NJ 07860*

XIX. **SERVICES CLAIMS-ADMINISTRATION.** During the term of this Agreement, the SERVICE PROVIDER agrees to provide the following claims administrative services:

A. Communicate individually or through meetings with CLIENT as to claims reporting procedures and requirements.

B. Provide the complete and competent handling of all reported claims.

C. Maintain a claim file for each reported claim and to preserve such records as required by this agreement, state statutes, regulations and/or the requirements of the CLIENT. Such records shall be made available to the CLIENT upon request.

D. Submit monthly loss run reports in a pre-agreed upon format as designated by CLIENT which shall include, at minimum reports by line of coverage, by POLICY year, which reports shall be submitted monthly. The year-end report shall provide complete data by "Policy Year" in such a pre agreed format as designated by the CLIENT and be in a form so as to be readily usable by all service professionals without further modification.

E. Collect and provide in such frequency as is required by the CLIENT such other information of claims, loss reserves, allocated claims expense and other relevant and necessary information as may be requested by the CLIENT, its Safety Committee and Risk Manager.

F. In the event the CLIENT requires a report which the SERVICE PROVIDER cannot generate from its data processing system, the SERVICE PROVIDER agrees to supply the information requested in a form as nearly identical as their system allows to that requested by the CLIENT.

G. For any reports not specifically required by this Agreement, which are requested by the CLIENT, the SERVICE PROVIDER will have thirty (30) days to advise the CLIENT in writing of its capabilities of producing the reports as well as any additional request for payment. This includes the following:

1. All reports required to be kept by law for claims, including all records, reports or compilations required by the Commissioner of Banking and Insurance and/or Department of Community Affairs.
2. All reports of claims required by or necessary for the CLIENT'S Risk Manager.
3. All reports, documents, computer records or other information reasonably necessary for the CLIENT to evaluate, reserve, pay or otherwise dispose of claims.

H. Provide complete accounting for the claims administration program, which at all times is subject to review by the CLIENT.

I. Set claim reserves and provide a continuous review and updating to reflect changes.

J. Report all claims to the CLIENT and excess insurance carrier(s) and/or re-insurers in accordance with the reporting requirements established by the CLIENT and the excess carrier (s) and/or re-insurers.

K. SERVICE PROVIDER shall coordinate investigations and adjustments of litigated claims with attorneys or excess insurance carrier(s) and/or re-insurers as required.

L. Be available to consult with the CLIENT on any coverage or insurance matters and make available to the risk manager, the expertise and experience of the SERVICE PROVIDER'S staff of professionals to assist the CLIENT in achieving a successful self-insurance program.

M. Pursue and adjust the collection of claims against others and make recommendations regarding recovery matters. Protect any subrogation rights to the Local Unit, which may arise upon payment of claims and notify the Local Unit of any subrogation rights, which may be available to them. SERVICE PROVIDER shall be paid a fee to recover claims from others at the rate of 20% of the recovery after expenses have been reimbursed.

N. Prepare all checks or vouchers to satisfy all approved and authorized claims against the CLIENT (including allocated claims expense) for Workers' Compensation.

O. If, during the course of an investigation, the SERVICE PROVIDER determines the existence of a hazardous condition, the SERVICE PROVIDER will immediately prepare a written report which will be forwarded to the CLIENT, Risk Manager, or Safety Committee Chairman.

P. Provide all necessary personnel to perform the service agreed upon herein.

Q. File all recorded State forms and notices and requests for information.

**XXI. COMPENSATION.** For and in consideration of the services to be provided pursuant to this Agreement, the CLIENT will remit to the SERVICE PROVIDER a fee on a quarterly basis to be determined as follows:

**A. THIRD PARTY ADMINISTRATIVE SERVICES**

1. Basic Fees for Workers' Compensation claims are based on life of contract. SERVICE PROVIDER will be paid \$24,500.00.

Subrogation Fee: 20% of the Recovery. There is no fee to D&H if D&H is unsuccessful in the recovery.

The yearly fee will be paid in four equal installments, due on or before the 15<sup>th</sup> day of January, April, July, and October.

SERVICE PROVIDER has agreed to take over the open workers' compensation claims at no extra cost.

Bill re-pricing will not exceed 25% of savings and will be performed by First Managed Care. Invoices for these services will be paid thru the applicable claim.

2. The CLIENT will reimburse the SERVICE PROVIDER for allocated claims expenses, which shall include, but not be limited to:
  - a. Legal, physician, expert, witness and other professional fees;
  - b. Official reports, such as police reports, birth or death certificates, medical records photocopy fees;
  - c. Transportation, medical bill auditing, evaluative review;
  - d. Surveillance, investigative and witness fees.
  - e. EDI, Medicare, Osha, reporting.

**XXII. SPECIAL PROVISIONS RELATING TO COMPENSATION.** The compensation set forth in Section XXI of this Agreement include:

A. All administrative staff, including support staff, necessary to perform the duties required hereunder.

B. Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items unless required specifically by the CLIENT.

C. In-house computer services and all software with the exception of all software specifically licensed to SERVICE PROVIDER. All hardware and/or software are and shall remain the property of the SERVICE PROVIDER. All data and record which pertain to the business and activities of the CLIENT shall, however, be the property of the CLIENT and upon request of the CLIENT the SERVICE PROVIDER, at their cost, shall provide a complete and current copy of all such data and records to the CLIENT in either hard copy or on computer tape or disk or both as the CLIENT may specify.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary at no additional cost to the CLIENT to safeguard data files, reports or other information from loss, destruction or erasure.

D. The SERVICE PROVIDER and the CLIENT agree that the SERVICE PROVIDER may be receiving compensation from parties other than the CLIENT as a result of contracts for other services. The CLIENT agrees that all such compensation arrangements are not part of the compensation set forth in this agreement.

E. The SERVICE PROVIDER and the CLIENT agree that the Compensation section (see XXI COMPENSATION) of this Agreement applies to those claims, which occur during the Term (see III TERM) of this

Agreement. Should the Agreement expire or be terminated the SERVICE PROVIDER and the CLIENT agree the SERVICE PROVIDER shall continue to administer the open claims for 30 days after the termination or expiration of this Agreement. The CLIENT shall have the option to negotiate with the SERVICE PROVIDER, the extent of further services, the length of further services, and the cost of such services. If an agreement is not reached prior to the 30 days, all open files will be returned to the CLIENT.

XXIII. **BEST EFFORTS.** The CLIENT shall use its best efforts to encourage employees to promptly report, within 48 hours of reporting a claim verbally to the SERVICE PROVIDER all information required by SERVICE PROVIDER to efficiently and competently handle the claim.

XXIV. **SERVICE PROVIDER REPRESENTATIVE.** The SERVICE PROVIDER'S designated representative is Wayne F. Dietz

The SERVICE PROVIDER agrees to notify the CLIENT in writing of any request to change its designated representative.

**IN WITNESS WHEREOF**, this Agreement has been executed on this 21<sup>st</sup> day of February, 2014 for the purposes and the term specified herein.

CLIENT

TOWNSHIP OF BLOOMFIELD

By:

ATTEST:



  
\_\_\_\_\_

MAYOR

ATTEST:

  
\_\_\_\_\_

D&H ALTERNATIVE RISK SOLUTIONS, INC.

By:

  
\_\_\_\_\_

President

**Addendum A**

**D&H ALTERNATIVE RISK SOLUTIONS, INC.  
AND THE  
TOWNSHIP OF BLOOMFIELD**

**WHEREAS**, the Township of Bloomfield, (hereinafter referred to as the "CLIENT"), has been organized as a municipality under the provision of the state of New Jersey and requires the regular services of a claims service company to provide claims services; and

**WHEREAS**, D&H Alternative Risk Solutions, Inc, a corporation of the State of New Jersey, (hereinafter the "SERVICE PROVIDER"), having its principal place of business at 93 Spring Street, 2<sup>nd</sup> Floor, Newton, New Jersey 07860 is highly experienced in the administration of Workers' Compensation Claims; and

**WHEREAS**, SERVICE PROVIDER, has purchased the use of the Riskmaster Claims System; which is owned, designed, and maintained by Computer Science Corporation; and

**WHEREAS**, SERVICE PROVIDER entered into an agreement to protect the ideas, trade secrets, and confidential proprietary products of Computer Science Corporation; and

**WHEREAS**, the Client has requested access to the Riskmaster Claims System for the use of monitoring the activity of their claims;

**NOW, THEREFORE, IT IS AGREED** by and between the CLIENT and the SERVICE PROVIDER that the CLIENT will protect the ideas, trade secrets, and confidential proprietary products of Computer Science Corporation, including any patents and copyrights thereto. CLIENT agrees not to disclose or otherwise make such material available to any persons other than the employees of the CLIENT. These obligations of CLIENT shall survive the termination or expiration of this Agreement.

**IN WITNESS WHEREOF**, this Addendum A has been executed on this 20<sup>th</sup> day of February, 2014 for the purposes and the term specified herein.

**CLIENT**

**TOWNSHIP OF BLOOMFIELD**

**ATTEST:**

**By:**





**MAYOR**

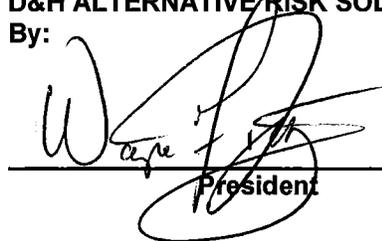
**SERVICE PROVIDER**

**D&H ALTERNATIVE RISK SOLUTIONS, INC.**

**ATTEST:**

**By:**



  
**President**

**EXHIBIT A**  
**AFFIRMATIVE ACTION**

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows:

The SERVICE PROVIDER, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affect ional or sexual orientation. The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affect ional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SERVICE PROVIDER agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance officer setting forth provisions of this nondiscrimination clause;

The SERVICE PROVIDER, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the SERVICE PROVIDER, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affect ional or sexual orientation;

The SERVICE PROVIDER, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers, representative of the SERVICE PROVIDER'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SERVICE PROVIDER, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P. L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The SERVICE PROVIDER, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975,c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The SERVICE PROVIDER agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affect ional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The SERVICE PROVIDER agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by the applicable Federal law and applicable Federal court decisions.

The SERVICE PROVIDER agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affect ional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal court decisions.

The SERVICE PROVIDER shall furnish such reports or other documents to the Affirmative Action office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of The Administrative Code (N.J.A.C. 17:27).

In the event the laws of the State of New Jersey or of the United States impose additional requirements upon a party contracting with a public entity, SERVICE PROVIDER agrees to comply with those laws.

**EXHIBIT B  
INSURANCE**

- A. Workers' Compensation Statutory - in compliance with the Compensation Law of the State of New Jersey. Employer's Liability: \$1,000,000.
  
- B. General Liability:
  - Bodily Injury and Property Damage Liability each occurrence: \$1,000,000.
  - General Aggregate: \$2,000,000.
  - Products and Completed Operations Aggregate: \$1,000,000.
  - Personal Injury and Advertising Injury: \$1,000,000.
  - Fire Legal Liability: \$50,000.
  - Medical Expense Any One Person: \$5,000.
  
- C. Automobile Liability:
  - Bodily Injury and Property Damage Combined Single Limit: \$1,000,000.
  - Uninsured and Underinsured Motorist Coverage: \$1,000,000.
  - Hired and Non-Owned Automobile: \$1,000,000.
  
- D. Errors and Omissions:
  - \$1,000,000 each claim/\$1,000,000 annual aggregate.

Proof of the above coverage's shall be provided to the Administrator within thirty (30) days of the date of signing of the agreement, and in the event that SERVICE PROVIDER fails to supply required proof of insurance within 30 days of receipt of a written notice of deficiency the CLIENT may terminate this agreement immediately upon retention of a replacement of claims administration services.

The insurance companies for the above coverage must be licensed, solvent, and have an AM BEST rating of "A" or better unless a lower rating is approved by the CLIENT. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without CLIENT approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

**EXHIBIT C  
STORAGE AND SHIPMENT OF CLOSED AND FINALIZED FILES**

This schedule is attached to and made part of the Professional Services Agreement effective January 1, 2014, by and between the CLIENT and SERVICE PROVIDER as identified in the Agreement.

Finalized claims will be stored and shipped by the SERVICE PROVIDER in the following manner:

All electronic claim and file information shall be printed and stored with the photographic, audio and printed claim file documentation at the time of closure. Nothing should be removed from the file prior to, during or after the file is close.

Only those finalized files that been closed for two months or longer shall be stored offsite at the expense of the client.

Boxes shall be shipped at the CLIENTS expense to the address shown in section XVIII. **NOTICE**, of this Agreement.

**CLIENT**

**ATTEST:**

  
\_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_

**TOWNSHIP OF BLOOMFIELD**

**By:**

  
\_\_\_\_\_

**MAYOR**

**D&H ALTERNATIVE RISK SOLUTIONS, INC.**

**By:**

  
\_\_\_\_\_  
**President**



**NOTEPAD**INSURED'S NAME **D&H Alternative Risk Solutions****D&HAL01**  
**OP ID: S5**PAGE 2  
DATE **11/05/13**

Professional Liability  
Carrier: Indian Harbor Insurance Company  
Policy #:MPP004255100 10/26/13-14  
Limits:  
\$2,000,000 Each Claim  
\$4,000,000 Aggregate  
\$15,000 - Retention - Per Claim

Named Insureds:  
D&H Alternative Risk Solutions, Inc.  
Skylands Medical Review  
Skylands Risk Management  
D&H Alternative Solutions of New York, Inc.