

**GLOUCESTER COUNTY INSURANCE COMMISSION  
AGENDA AND REPORTS  
THURSDAY, MAY 23, 2013**

**115 BUDD BLVD.  
LARGE CONFERENCE ROOM  
WOODBURY, NJ  
9:30 AM**

**OPEN PUBLIC MEETINGS ACT - STATEMENT OF COMPLIANCE**

**In accordance with the Open Public Meetings Act, notice of this meeting was given by:**

- I. Sending sufficient notice to South Jersey Times and Courier Post, NJ**
- II. Filing advance written notice of this meeting with the Commissioners of the Gloucester County Insurance Commission,**
- III. Posting notice on the Public Bulletin Board of at the office of the County Clerk.**



- CLOSED SESSION – Payment Authorization Requests (PARS) .....Pages 40-42**  
**Resolution [39-13](#) Executive Session for purpose as permitted by the Open Public Meetings Act, more specifically to discuss PARS related to pending or anticipated litigation as identified in the list of claims prepared by third-party claim administrator Inservco Insurance Services, Inc. and attached to this agenda. Also the possible settlement of Joseph Wilson vs. Gloucester County, Claim Petition No. 2011-29611 and Michele McGuire vs. Gloucester County**

- Motion for Executive Session
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**MEETING ADJOURNMENT**

**NEXT SCHEDULED MEETING: June 27, 2013, 9:30 AM, 115 Budd Blvd., Woodbury, NJ**

**GLOUCESTER COUNTY INSURANCE COMMISSION**

9 Campus Drive, Suite 16, Parsippany, NJ 07054

Telephone (201) 881-7632

Fax (201) 881-7633

Date: May 23, 2013

Memo to: Commissioners of the Gloucester County Insurance Commission

From: PERMA Risk Management Services

Subject: Executive Director's Report

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- ❑ **Commission Attorney Appointment (Pages 6-7)** At the April 25, 2013 meeting the Commission re-appointed the office of Long Marmero & Associates, LLP as Commission Attorney for the period of April 25, 2013 to April 25, 2014. Enclosed on pages 6-7 is Resolution 33-13 “Awarding Professional Service Contract to Long, Marmero & Associates, LLP.”
  - ❑ **Motion to adopt Resolution 33-13 Awarding Professional Service Contract to Long, Marmero & Associates, LLP**
- ❑ **Certificate of Insurance Report (Pages 8-10)** - Attached on pages 8-10 is the certificate of insurance issuance reports from the CEL listing those certificates issued for the period 4-19-13-13 to 5-16-13. There were 17 certificates of insurance issued during this period.
- ❑ **GCIC Property and Casualty Financial Fast Track (Page 11)** - Included in the agenda on page 11 is a copy of the Property & Casualty Financial Fast Track Report as of **March 31, 2013**. Please note that the Commission picked up an additional surplus of **\$156,812** between month ending February and March. As of **March 31, 2013**, there is a statutory surplus of **\$1,403,757**. Line 7 of the report, “Investment in Joint Venture” is the Gloucester County Insurance Commission’s share of the equity in the CEL.
- ❑ **NJ CEL Property and Casualty Financial Fast Track (Page 12)** – Included in the agenda on page 12 is a copy of the NJ CEL Financial Fast Track Report as of **March 31, 2013** As of March 31<sup>st</sup> there is a statutory surplus of **\$2,472,100**.
- ❑ **Health Benefits Financial Fast Track (Page 13)** – Included in the agenda on page 13 is a copy of the Health Benefits Financial Fast Track as of **March 31, 2013**. As of **March 31, 2013** there is a statutory surplus of **\$81,051**.
- ❑ **NJ Excess Counties Insurance Fund (CELJIF) (Pages 14-15)** – The CEL met on April 25, 2013. Attached on pages 14-15 is the summary report of the CEL’s meeting. At that meeting the CEL scheduled a special meeting for May 23, 2013 at 1:00 so the CEL Underwriter Manager could present programs to replace the Meadowbrook program. The CEL Underwriting Manager will recommend replacing the Meadowbrook program no later

than July 1<sup>st</sup> with an 18-month program. If a new program is not in place by 7/1/13 all underwriters would require updated exposure data and updated historical loss date. Since the marketplace in general is hardening waiting till 1/1/14 may result in a higher premium and more restrictive coverage.

- ❑ **Jody Sandberg Resolution (Pages 16-19)** A special meeting was held on May 8, 2013 to resolve the Jody Sandberg claim. Attached on pages 16-19 is **Resolution 34-13** prepared by the Commission Attorney to ratify the approval of the claim settlement at the May 8<sup>th</sup> special meeting. No action is necessary at this time.
- ❑ **2013 Notice of Award Publication (Pages 20-21)** - Attached on pages 20 and 21 is the 2013 Notice of Contract Award Publication which will be advertised in the applicable newspapers in accordance with N.J.S.A. 40A:11-5(1)(a) or N.J.S.A. 40A:11-4.5(g). The Insurance Commission is required annually to publish all awarded contracts. The Award Publication was reviewed and approved by the Commission Attorney.
- ❑ **2013 Property & Casualty Assessments due May 15, 2013** – The second Property & Casualty Assessments were due on May 15, 2013. The Treasurer’s office advised they received payment from the Gloucester County College and the Gloucester County Utility Authority. The County, Library, and Improvement Authority are processing their payments.
- ❑ **2013 Financial Disclosure Statements:** The Department of Community Affairs has implemented an online filing system for the Local Disclosure Forms. Commissioners will now need to submit a form for the Gloucester County Insurance Commission separately from the form you submit for your employer (County, Town or Authority). Ms. Dodd distributed an e-mail on May 16, 2013 to the Commissioners with instructions for the online procedure. The link for the website is: <http://www.nj.gov/dca/divisions/dlgs/resources/fds.html>. The deadline for filing the electronic form is **May 31, 2013**. If anyone has any questions or needs assistance they should contact Ms. Dodd.
- ❑ **2012 Audit** - The auditor is in the process of preparing the 2012 Fund Year Audit. When the audit is completed Mr. Jim Miles of Bowman & Company will be asked to attend the meeting to review his report with the Commissioners.
- ❑ **Litigation Management Plan (Appendix II)** – Attached in Appendix II is the final draft of the Litigation Management Plan. The Plan was drafted by the Commission Attorney and reviewed by the Executive Director and Ms. Rick whom are recommending approval of the Plan as currently drafted. Attached on page 22 is **Resolution 35-13** for approval.
  - ❑ **Motion to adopt Resolution 35-13 approving the Litigation Management Plan drafted by the Commission Attorney**
- ❑ **Gloucester Housing Authority** – Conner Strong & Buckelew are working with the Housing Authority on providing a proposal from GCIC for potential membership in the Commission. This is in the information gathering stage but cannot move to a proposal stage until the CEL remarketing is resolved.

**RESOLUTION 33-13**

**GLOUCESTER COUNTY INSURANCE COMMISSION  
AWARDING PROFESSIONAL SERVICE CONTRACT TO  
LONG, MARMERO, & ASSOCIATES, LLP**

**WHEREAS**, the Gloucester County Insurance Commission (hereinafter the "Commission") is duly constituted as a joint insurance fund and is subject to certain requirements of the Local Public Contracts Law; and

**WHEREAS**, there exists a need for the Commission to secure certain professional and certain unspecifiable services; and

**WHEREAS**, the Commission requires the services of various professionals; and

**WHEREAS**, the Commission requires the services of various professionals, including a Commission Attorney; and

**WHEREAS**, the Commission conducted a publicly advertised Request for Proposals process for the position of Commission Attorney pursuant to New Jersey law and the County of Gloucester Request for Proposals Policy, as adopted by the Commission; and

**BE IT RESOLVED**, by the Gloucester County Insurance Commission that the following appointment be made for the period April 25, 2013 through April 25, 2014, in accordance with the Commission's fair and open process and consistent with the County of Gloucester Request for Proposals Policy and N.J.S.A. 40A:11-5(1)(m):

GCIC Attorney shall be Long, Marmero, & Associates, LLP, with Douglas Long, Esq. as the designated representative.

**BE IT FURTHER RESOLVED**, by the Commissioners of said GCIC that Long, Marmero, & Associates, LLP, acting as a "servicing organization" as defined in the GCIC's Rules and Regulations, shall execute aid contract prepared by the GCIC and supply any surety bond along with errors and omissions coverage if required by law or deemed necessary in the sole discretion of the GCIC.

**ADOPTED** by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on May 23, 2013.

**ADOPTED:**

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**GERALD A. WHITE, CHAIRMAN**

**ATTEST:**

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**DEAN SIZEMORE, SECRETARY**

**Gloucester County Insurance Commission  
Certificate of Insurance Monthly Report**

Friday, May 17, 2013

From 4/19/13 to 5/16/13

Holder (H) / Insured Name (I)	Holder / Insured Address	Code	Operations	Date	Coverage
<b><u>GCIC</u></b>					
H- Gloucester County Institute of Technology I- County of Gloucester	1360 Tanyard Road Sewell, NJ 08080 2 South Broad Street Woodbury, NJ 08096	21	All operations usual to County Governmental Entity including certificate holder as additional insured for General Liability but only with respects to the negligent acts of the named insured as respects to use of the facility to hold the 13th annual Women's Health Summit on Friday September 20, 2013 3PM to 10 PM, and Saturday September 21, 2013 .6:00 AM to 4:00 PM. Subject to the terms, conditions, limitations and exclusions of the policy. CLD	5/8/2013	GL EX
H- Deptford High School I- Gloucester County College	575 Fox Run Rd. Deptford, NJ 08096 1400 Tanyard Road Sewell, NJ 08080	229	Certificate holder is included as additional insured ATIMA for General and Excess Liability pursuant to the terms, conditions, limitations and exclusions of the JIF Casualty Insurance Policy only as respects to use Deptford High School's track for physical fitness assessments, as Gloucester Co. College does not have a track. Trainees will be driving to and from the high school from here in their own personal vehicles or department issued vehicle.	5/7/2013	GL EX AU WC
H- Vineland Police Training Center I- Gloucester County College	3369 Mays Landing Road Vineland, NJ 08361 1400 Tanyard Road Sewell, NJ 08080	230	All operations usual to County Governmental Entity including certificate holder as additional insured but only with respects to the negligent acts of the named insured as respects to Gloucester College Police Academy students use of the Vineland Police Training Center's range for firearms training during 2013. Trainees will drive to and from the Academy in their own personal vehicles or department issued vehicles. Subject to the terms, conditions, limitations and exclusions of the policy.	5/7/2013	GL EX AU WC
H- Vineland Police Training Center I- Gloucester County College	3369 Mays Landing Road Vineland, NJ 08361 1400 Tanyard Road Sewell, NJ 08080	230	Please see attached	5/7/2013	GL EX AU WC
H- TD Bank, National Association I- Gloucester County Improvement Authority	TD Wealth Management 1006 Astoria Blvd. Cherry Hill, NJ 08034 109 Budd Boulevard Woodbury, NJ 08096	290	Certificate holder is included as additional insured ATIMA for General and Excess Liability pursuant to the terms, conditions, limitations and exclusions of the JIF Casualty Insurance Policy only and as loss payee with respects to Shady Lane Nursing Home and the 2004 and 2012 Shady Lane Bond requirements. CLD	4/19/2013	GL EX AU WC



H- TD Bank, National Association I- Gloucester County Improvement Authority	TD Wealth Management 1006 Astoria Blvd. Cherry Hill, NJ 08034 109 Budd Boulevard Woodbury, NJ 08096	290	Certificate holder is included as additional insured ATIMA for General and Excess Liability pursuant to the terms, conditions, limitations and exclusions of the JIF Casualty Insurance Policy only and as loss payee with respects to Shady Lane Nursing Home and the 2004 and 2012 Shady Lane Bond requirements. CLD	4/19/2013 PR
H- NJ Department of Health I- County of Gloucester	PO Box 364 Trenton, NJ 08625 2 South Broad Street Woodbury, NJ 08096	323	Evidence of insurance. All operations usual to County Governmental Entity as respects to a grant.	5/8/2013 GL, AU, EX, MM
H- Gloucester Co. 4-H Fair Assn., Inc. I- County of Gloucester	PO Box 149 Clayton, NJ 08312 2 South Broad Street Woodbury, NJ 08096	450	Evidence of insurance. All operations usual to County Governmental Entity as respects to the Short Stirrups and Tailored Equestrians 4-H Clubs Hunter Derby Horse Show at the Gloucester Co. 4-H Fairgrounds, 275 Bridgeton Pike, Mullica Hill, NJ 08062, on June 22, 2013 from 7 am to 7 pm.	5/10/2013 POL/EPL/SDLL
H- Gloucester Co. 4-H Fair Assn., Inc. I- County of Gloucester	PO Box 149 Clayton, NJ 08312 2 South Broad Street Woodbury, NJ 08096	450	Evidence of insurance. All operations usual to County Governmental Entity as respects to the Short Stirrups and Tailored Equestrians 4-H Clubs Hunter Derby Horse Show at the Gloucester Co. 4-H Fairgrounds, 275 Bridgeton Pike, Mullica Hill, NJ 08062, on June 22, 2013 from 7 am to 7 pm.	5/10/2013 GL, AU, EX, MM
H- Sony Corporation I- Gloucester County College	400 N. Glassboro Rd. Pitman, NJ 08071 1400 Tanyard Road Sewell, NJ 08080	498	All operations usual to County Governmental Entity including certificate holder as additional insured for General Liability but only with respects to the negligent acts of the named insured as respects to use of the parking lot at the old Sony Corp. for Emergency Vehicle Operations Training. Recruits drive departmental issued vehicles to and from the site. This phase of training encompasses navigating around cones and all phases of pursuit driving.. Subject to the terms, conditions, limitations and exclusions of the policy. CLD	5/7/2013 AU EX PHYS
H- Sony Corporation I- Gloucester County College	400 N. Glassboro Rd. Pitman, NJ 08071 1400 Tanyard Road Sewell, NJ 08080	498	please see attached	5/7/2013 AU EX PHYS
H- Sony Corporation I- Gloucester County College	400 N. Glassboro Rd. Pitman, NJ 08071 1400 Tanyard Road Sewell, NJ 08080	498	please see attached	5/7/2013 OTH
H- Sony Corporation I- Gloucester County College	400 N. Glassboro Rd. Pitman, NJ 08071 1400 Tanyard Road Sewell, NJ 08080	498	All operations usual to County Governmental Entity including certificate holder as additional insured for General Liability but only with respects to the negligent acts of the named insured as respects to use of the parking lot at the old Sony Corp. for Emergency Vehicle Operations Training. Recruits drive departmental issued vehicles to and from the site. This phase of training encompasses navigating around cones and all phases of pursuit driving. Subject to the terms, conditions, limitations and exclusions of the policy. CLD exclusions of the policy. CLD	5/7/2013 GL,AU,EX, MM

H- City of Vineland I- County of Gloucester	Attn: Robert E. Dickenson, CPM 640 E. Wood St PO Box 1508 Vineland, NJ 08362-1508 2 South Broad Street Woodbury, NJ 08096	800	All operations usual to County Governmental Entity including certificate holder as additional insured for General Liability but only with respects to the negligent acts of the named insured as respects to use of Gun Range for fire arms qualification. Subject to the terms, conditions, limitations and exclusions of the policy.	5/1/2013	GL EX AU WC
H- City of Vineland I- County of Gloucester	Attn: Robert E. Dickenson, CPM 640 E. Wood St PO Box 1508 Vineland, NJ 08362-1508 2 South Broad Street Woodbury, NJ 08096	800	please see attached	5/8/2013	GL EX AU WC
H- City of Vineland I- County of Gloucester	Attn: Robert E. Dickenson, CPM 640 E. Wood St PO Box 1508 Vineland, NJ 08362-1508 2 South Broad Street Woodbury, NJ 08096	800	All operations usual to County Governmental Entity including certificate holder as additional insured for General Liability but only with respects to the negligent acts of the named insured as respects to use of premises for range use/firearms qualifications for Gloucester County Prosecutor's Office Investigative Staff and Gloucester County SWAT Team Members for 5/1/13-12/31/13. Subject to the terms, conditions, limitations and exclusions of the policy.	5/8/2013	GL EX AU WC
H- Department of Children and Families I- Gloucester County College	50 State Street Trenton, NJ 08625 1400 Tanyard Road Sewell, NJ 08080	801	All operations usual to County Governmental Entity including certificate holder as additional insured for General Liability but only with respects to the negligent acts of the named insured as respects to the FY'14 application process for Center for People in Transition Displaced Homemakers Program funding. Subject to the terms, conditions, limitations and exclusions of the policy. CLD	5/3/2013	GL EX AU WC

**Total # of Holders = 17**

**GLOUCESTER COUNTY INSURANCE COMMISSION**

**Property and Casualty Division**

**FINANCIAL FAST TRACK REPORT**

**AS OF MARCH 31, 2013**

**ALL YEARS COMBINED**

	<b>THIS MONTH</b>	<b>YTD CHANGE</b>	<b>PRIOR YEAR END</b>	<b>FUND BALANCE</b>
<b>1. UNDERWRITING INCOME</b>	477,435	1,432,052	15,285,457	16,717,509
<b>2. CLAIM EXPENSES</b>				
Paid Claims	112,844	277,685	3,275,702	3,553,387
Case Reserves	(143,405)	462,264	2,047,907	2,510,171
IBNR	104,560	187,355	1,300,793	1,488,148
Discounted Claim Value	3,329	(38,472)	(230,743)	(269,215)
<b>Total Claims</b>	<b>77,328</b>	<b>888,832</b>	<b>6,393,659</b>	<b>7,282,491</b>
<b>3. EXPENSES</b>				
Excess Premiums	211,859	635,327	6,317,573	6,952,900
Administrative	50,162	146,447	1,615,762	1,762,209
<b>Total Expenses</b>	<b>262,021</b>	<b>781,775</b>	<b>7,933,335</b>	<b>8,715,110</b>
<b>4. UNDERWRITING PROFIT (1-2-3)</b>	<b>138,085</b>	<b>(238,555)</b>	<b>958,463</b>	<b>719,908</b>
<b>5. INVESTMENT INCOME</b>	-	-	7,237	7,237
<b>6. PROFIT (4+5)</b>	<b>138,085</b>	<b>(238,555)</b>	<b>965,700</b>	<b>727,145</b>
<b>7. INVESTMENT IN JOINT VENTURE</b>	18,727	54,470	622,142	676,612
<b>8. SURPLUS (6+7)</b>	<b>156,812</b>	<b>(184,085)</b>	<b>1,587,842</b>	<b>1,403,757</b>

**SURPLUS (DEFICITS) BY FUND YEAR**

<b>2010</b>	5,340	(98,170)	449,888	351,718
<b>2011</b>	7,964	(96,755)	396,570	299,815
<b>2012</b>	25,004	36,162	741,384	777,546
<b>2013</b>	118,504	(25,321)	-	(25,321)
<b>TOTAL</b>	<b>156,812</b>	<b>(184,085)</b>	<b>1,587,842</b>	<b>1,403,758</b>

**CLAIM ANALYSIS BY FUND YEAR**

	<b>THIS MONTH</b>	<b>YTD CHANGE</b>	<b>PRIOR YEAR END</b>	<b>FUND BALANCE</b>
<b>FUND YEAR 2010</b>				
Paid Claims	7,672	19,010	1,457,205	1,476,215
Case Reserves	(5,045)	111,526	392,928	504,454
IBNR	(5,627)	(12,957)	81,564	68,607
Discounted Claim Value	879	(4,898)	(29,703)	(34,601)
<b>Total Claims</b>	<b>(2,121)</b>	<b>112,681</b>	<b>1,901,994</b>	<b>2,014,675</b>
<b>FUND YEAR 2011</b>				
Paid Claims	19,347	59,085	1,330,572	1,389,657
Case Reserves	(12,247)	57,706	917,567	975,273
IBNR	(17,100)	(11,065)	254,566	243,501
Discounted Claim Value	2,747	(2,079)	(76,275)	(78,354)
<b>Total Claims</b>	<b>(7,253)</b>	<b>103,647</b>	<b>2,426,430</b>	<b>2,530,077</b>
<b>FUND YEAR 2012</b>				
Paid Claims	26,628	102,234	487,925	590,159
Case Reserves	(1,308)	47,086	737,411	784,497
IBNR	(55,320)	(204,320)	964,663	760,343
Discounted Claim Value	4,681	16,780	(124,764)	(107,984)
<b>Total Claims</b>	<b>(25,319)</b>	<b>(38,220)</b>	<b>2,065,235</b>	<b>2,027,015</b>
<b>FUND YEAR 2013</b>				
Paid Claims	59,197	97,356	-	97,356
Case Reserves	(124,805)	245,947	-	245,947
IBNR	182,607	415,697	-	415,697
Discounted Claim Value	(4,978)	(48,276)	-	(48,276)
<b>Total Claims</b>	<b>112,021</b>	<b>710,724</b>	<b>-</b>	<b>710,724</b>
<b>COMBINED TOTAL CLAIMS</b>	<b>77,328</b>	<b>888,832</b>	<b>6,393,659</b>	<b>7,282,491</b>

Claim Reserves have been discounted on line 2 above. Equity in NJCEL is reflected in line 7 above

This report is based upon information which has not been audited nor certified

by an actuary and as such may not truly represent the condition of the fund.

**NEW JERSEY COUNTIES EXCESS JIF  
FINANCIAL FAST TRACK REPORT**

**AS OF MARCH 31, 2013**

**ALL YEARS COMBINED**

	<b>THIS MONTH</b>	<b>YTD CHANGE</b>	<b>PRIOR YEAR END</b>	<b>FUND BALANCE</b>
<b>1. UNDERWRITING INCOME</b>	<b>1,077,093</b>	<b>3,223,520</b>	<b>23,215,876</b>	<b>26,439,396</b>
<b>2. CLAIM EXPENSES</b>				
Paid Claims	3,526	12,956	38,135	51,091
Case Reserves	(3,625)	(390,131)	1,586,109	1,195,978
IBNR	166,102	952,175	3,911,756	4,863,931
Discounted Claim Value	(15,588)	(64,178)	(889,400)	(953,578)
<b>Total Claims</b>	<b>150,415</b>	<b>510,822</b>	<b>4,646,600</b>	<b>5,157,422</b>
<b>3. EXPENSES</b>				
Excess Premiums	734,705	2,159,145	14,657,878	16,817,023
Administrative	79,009	301,869	1,791,676	2,093,545
<b>Total Expenses</b>	<b>813,714</b>	<b>2,461,014</b>	<b>16,449,554</b>	<b>18,910,568</b>
<b>4. UNDERWRITING PROFIT (1-2-3)</b>	<b>112,964</b>	<b>251,684</b>	<b>2,119,722</b>	<b>2,371,406</b>
<b>5. INVESTMENT INCOME</b>	<b>3,380</b>	<b>10,660</b>	<b>90,035</b>	<b>100,695</b>
<b>6. STATUTORY PROFIT (4+5)</b>	<b>116,344</b>	<b>262,343</b>	<b>2,209,757</b>	<b>2,472,100</b>
<b>7. DIVIDEND</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>8. STATUTORY SURPLUS (6-7)</b>	<b>116,344</b>	<b>262,343</b>	<b>2,209,757</b>	<b>2,472,100</b>

**SURPLUS (DEFICITS) BY FUND YEAR**

	<b>THIS MONTH</b>	<b>YTD CHANGE</b>	<b>PRIOR YEAR END</b>	<b>FUND BALANCE</b>
<b>2010</b>	8,854	39,908	547,604	587,512
<b>2011</b>	26,616	47,946	770,829	818,775
<b>2012</b>	4,095	(3,730)	891,324	887,594
<b>2013</b>	76,779	178,220	-	178,220
<b>TOTAL</b>	<b>116,344</b>	<b>262,343</b>	<b>2,209,757</b>	<b>2,472,100</b>

**CLAIM ANALYSIS BY FUND YEAR**

	<b>THIS MONTH</b>	<b>YTD CHANGE</b>	<b>PRIOR YEAR END</b>	<b>FUND BALANCE</b>
<b>FUND YEAR 2010</b>				
Paid Claims	-	-	-	-
Case Reserves	(97)	(177,170)	178,182	1,012
IBNR	(9,903)	131,170	752,818	883,988
Discounted Claim Value	1,515	7,611	(128,786)	(121,175)
<b>Total Claims</b>	<b>(8,485)</b>	<b>(38,389)</b>	<b>802,214</b>	<b>763,825</b>
<b>FUND YEAR 2011</b>				
Paid Claims	-	-	-	-
Case Reserves	(1)	(200,004)	700,025	500,021
IBNR	(34,996)	140,004	1,174,975	1,314,979
Discounted Claim Value	9,042	14,770	(299,125)	(284,355)
<b>Total Claims</b>	<b>(25,955)</b>	<b>(45,230)</b>	<b>1,575,875</b>	<b>1,530,645</b>
<b>FUND YEAR 2012</b>				
Paid Claims	3,526	12,956	38,135	51,091
Case Reserves	(3,529)	(12,959)	707,902	694,943
IBNR	(9,997)	(9,997)	1,983,963	1,973,966
Discounted Claim Value	6,788	17,294	(461,489)	(444,195)
<b>Total Claims</b>	<b>(3,212)</b>	<b>7,294</b>	<b>2,268,511</b>	<b>2,275,805</b>
<b>FUND YEAR 2013</b>				
Paid Claims	-	-	-	-
Case Reserves	2	2	-	2
IBNR	220,998	690,998	-	690,998
Discounted Claim Value	(32,933)	(103,853)	-	(103,853)
<b>Total Claims</b>	<b>188,067</b>	<b>587,147</b>	<b>-</b>	<b>587,147</b>
<b>COMBINED TOTAL CLAIMS</b>	<b>150,415</b>	<b>510,822</b>	<b>4,646,600</b>	<b>5,157,422</b>

This report is based upon information which has not been audited nor certified  
by an actuary and as such may not truly represent the condition of the fund.

**GLOUCESTER COUNTY INSURANCE COMMISSION**  
**HEALTH INSURANCE DIVISION**  
**FINANCIAL FAST TRACK REPORT**  
**AS OF MARCH 31, 2013**

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	56,124	166,494	80,689,231	80,855,725
2. CLAIM EXPENSES				
Paid Claims	76,158	211,461	71,661,815	71,873,276
IBNR	(4,997)	(20,385)	90,450	70,065
<b>Total Claims</b>	<b>71,160</b>	<b>191,076</b>	<b>71,752,265</b>	<b>71,943,341</b>
3. EXPENSES				
Excess Premiums	-	-	3,585,466	3,585,466
Administrative	10,336	30,744	5,222,257	5,253,001
<b>Total Expenses</b>	<b>10,336</b>	<b>30,744</b>	<b>8,807,723</b>	<b>8,838,467</b>
4. UNDERWRITING PROFIT (1-2-3)	(25,373)	(55,325)	129,243	73,918
5. INVESTMENT INCOME	0	4	7,129	7,133
6. STATUTORY PROFIT (4+5)	(25,372)	(55,321)	136,372	81,051
9. STATUTORY SURPLUS (6+7-8)	(25,372)	(55,321)	136,372	81,051

SURPLUS (DEFICITS), CASH, BY FUND YEAR

2010 SURPLUS	0	1	1,909,064	1,909,065
CASH	(0)	2	1,933,554	1,933,556
2011 SURPLUS	0	2	(2,051,418)	(2,051,416)
CASH	0	1	(1,893,030)	(1,893,029)
2012 SURPLUS	(17,295)	2,394	278,726	281,120
CASH	(15,344)	48,376	359,111	407,487
2013 SURPLUS	(8,078)	(57,719)	-	(57,719)
CASH	(72,288)	(20,175)	-	(20,175)
<b>TOTAL SURPLUS</b>	<b>(25,372)</b>	<b>(55,321)</b>	<b>136,372</b>	<b>81,051</b>
<b>TOTAL CASH</b>	<b>(87,632)</b>	<b>28,204</b>	<b>399,635</b>	<b>427,839</b>

CLAIM ANALYSIS BY FUND YEAR

<b>FUND YEAR 2010</b>				
Paid Claims	-	-	22,524,075	22,524,075
IBNR	-	-	-	-
<b>Total Claims</b>	<b>-</b>	<b>-</b>	<b>22,524,075</b>	<b>22,524,075</b>
<b>FUND YEAR 2011</b>				
Paid Claims	-	-	34,889,850	34,889,850
IBNR	-	-	-	-
<b>Total Claims</b>	<b>-</b>	<b>-</b>	<b>34,889,850</b>	<b>34,889,850</b>
<b>FUND YEAR 2012</b>				
Paid Claims	24,896	49,146	14,247,890	14,297,036
IBNR	(7,601)	(51,539)	90,450	38,911
<b>Total Claims</b>	<b>17,295</b>	<b>(2,393)</b>	<b>14,338,340</b>	<b>14,335,947</b>
<b>FUND YEAR 2013</b>				
Paid Claims	51,262	162,315	-	162,315
IBNR	2,604	31,154	-	31,154
<b>Total Claims</b>	<b>53,865</b>	<b>193,469</b>	<b>-</b>	<b>193,469</b>
<b>COMBINED TOTAL CLAIMS</b>	<b>71,160</b>	<b>191,076</b>	<b>71,752,265</b>	<b>71,943,341</b>

This report is based upon information which has not been audited nor certified  
by an actuary and as such may not truly represent the condition of the fund.

**NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND**

9 Campus Drive – Suite 16  
Parsippany, NJ 07054-4412  
Telephone (201) 881-7632 Fax (201) 881-7633

**Date:** April 25, 2013  
**To:** Executive Committee  
Gloucester County Insurance Commission  
**From:** PERMA Risk Management Services  
**Subject:** New Jersey Counties Excess Meeting Report

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**Department of Police Service-County of Camden (DPSCC):** The Camden County Insurance Commission (CCIC) has reported that enforcement activities of the DPSCC commenced operations on April 8, 2013 and a separate program was purchased through the CCIC. The NJCE JIF is facilitating the purchase of excess coverage, crime and property; however, bears no self-insured risk. Executive Director said the fund will review the program and its operations next year to determine potential opportunities within the fund.

**NJCE Actuary:** The fund's contract with The Actuarial Advantage has expired and the Board authorized the fund office to issue a Request for Price Quotes to review in time for the June meeting. Additionally, the Board adopted Resolution 18-13 to authorize payment in equity to The Actuarial Advantage for actuarial services provided to the fund thus far.

**Employee Dishonesty Coverage:** Annually, the Underwriter's office places this coverage for the Executive Director, Treasurer and Claims Administrator for the PERMA JIFs, the NJCE and the Commissions. Optional quotes for higher limits were obtained for some of the Commissions, which are currently written with Selective Insurance Company. The Board accepted the recommendation of the Executive Director to increase the limit of liability to \$1,000,000 with a \$10,000 deductible effective 4/25/13.

**Local Financial Disclosure Forms online filing:** The Department of Community Affairs (DCA) has implemented an online filing system of Local Financial Disclosure forms. The Fund Attorney will review the DCA filing requirements to determine if NJCE Fund Commissioners will need to submit a separate form from the other filings they may do as County officials.

**Regulatory filings & notices:** The fund office has submitted the required filings to the State with respects to the 2013 Officers, Cash Management Plan and Risk Management Plan. In addition, the fund office has advertised the professional appointments made at the 2013 Reorganization meeting.

**NJCE Website:** Executive Director reported the fund's website, [www.njce.org](http://www.njce.org), continues to be updated on an as-needed basis with fund information.

**Financials:** Executive Director reported that the Fund's current surplus is \$2.3 million.

**Remarketing of the Excess Casualty:** Underwriting Manager reported that the continued efforts to replace the Meadowbrook Casualty program, which is set to expire on 1/1/14, have narrowed down the potential replacement carriers for both the excess liability (GL, AL and Law) and excess workers' compensation. The new program would maintain limits at the current program levels with the exception of Burlington County Insurance Commission. The limit differential for Burlington County Insurance Commission would be negotiated at a later date. Underwriting Manager recommended the Fund replace Meadowbrook no later than 7/1/13 (rather than 1/1/14) in an effort to secure an 18-month program as said costs currently being negotiated are extremely competitive and based on somewhat aged loss data. Underwriting Manager noted that if the replacement program is not in place by 7/1/13, it would require re-underwriting by carriers including the need for updated historical loss data and exposure data and may result in a higher program cost. The Board accepted the Executive Director's recommendation to meet on May 23, 2013 to review potential programs in order to place a new program on/about 7/1/13.

**Risk Control:** Safety Director's report included a report reflecting the risk control activities from February through April 2013.

**Claims Administrator:** Executive Director provided a summary report of claims to date.

**Next Meeting:** The next meetings of the NJCE fund are scheduled for May 23, 2013 at 1:00PM, which is a special meeting to review the excess casualty program and April 25, 2013, which is a regularly scheduled meeting. Both meetings will take place at 1:00PM at the Camden County Emergency Training Center.

**RESOLUTION NO. 34-13**

**GLOUCESTER COUNTY INSURANCE COMMISSION**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE  
“SETTLEMENT AGREEMENT AND RELEASE” BETWEEN THE  
GLOUCESTER COUNTY INSURANCE COMMISSION  
AND JODY SANDBERG**

**WHEREAS**, Jody Sandberg (hereinafter “Plaintiff”), a social services worker of Gloucester County, commenced an action by filing a Complaint captioned Jody Sandberg v. Gloucester County, John Does 1-10 in the Superior Court of New Jersey, Law Division, Gloucester County, under Docket Number GLO-L-156-11, which was removed to the United States District Court, District of New Jersey, Civil No. 11-1526 (hereinafter “incident” or “the incident”), and;

**WHEREAS**, the aforementioned action so filed have now been resolved, and;

**WHEREAS**, a SETTLEMENT (hereinafter “Settlement”) has been negotiated and agreed upon between Plaintiff and the County of Gloucester (hereinafter, “Defendant”) as follows inclusive of applicable fees and costs, and; the plaintiff shall receive the total amount of One Hundred Thousand Dollars and No Cents **(\$100,000)** (“Settlement Amount”) to be paid by or on behalf of the Defendant.

The payment of the Settlement Amount shall be paid within thirty (30 days) of the Release being fully executed by the Parties.

If any federal, state or local government, administrative agency or court determines that the Defendants and/or Plaintiff is/are liable for any failure by Plaintiff to pay federal, state or local income taxes with respect to the payment made under



Paragraph 2(a) above, or is/are liable for any Medicare and/or Medicaid liens related thereto, Plaintiff agrees to reimburse, indemnify and hold Defendant harmless for any such liability;

**WHEREAS, Plaintiff further releases claims** related to or arising out of Plaintiff's employment with the County, including, but not limited to, claims arising under the Family and Medical Leave Act, the New Jersey Family Leave Act, the New Jersey Conscientious Employee Protection Act, the New Jersey Law Against Discrimination, and 42 U.S.C. § 1983, claims arising out of Plaintiff's November 12, 2012 Notice of Tort Claim, claims arising out of any grievances filed against Defendants and the Releases, and claims arising out of Defendants' alleged harassment or retaliation against Plaintiff, including those of which Plaintiff is not aware or made part of this action;

**WHEREAS,** Plaintiff agrees to withdraw and release all pending grievances filed by her or on her behalf against Defendant;

**WHEREAS,** RETIREMENT is hereby made part of this settlement in accordance with the following:

(a) Plaintiff agrees that she will file voluntarily for retirement from her employment with the defendant effective June 1, 2013.

Retirement Benefits. Plaintiff acknowledges that this settlement shall have no effect on any retirement or pension benefits to which she is entitled or expects to receive. Plaintiff acknowledges and agrees that she is solely responsible for any amount she chooses to pay into the pension system to "buy back" service time or increase benefits.

Wages and Vacation Days, Sick Days and Personal Time. Plaintiff acknowledges that she has been paid for all wages, vacation, reimbursable business expenses, bonuses, benefits and other compensation, incurred to date, during her employment with the County. Plaintiff will be paid her unused accrued vacation and sick pay upon her retirement, and shall be solely responsible for any amounts owed to the County for vacation days, sick days, or personal time used to date in excess of what she would be entitled through May 31, 2013

Future Employment. Plaintiff agrees that she shall not, at any time in the future, knowingly apply for employment in any capacity with the County or any agency, company or entity that pays its employees with check from Gloucester County. In the event that Plaintiff applies for such employment, albeit not knowingly, she agrees that she shall be disqualified and ineligible for such employment, regardless of the status of her application or employment with the County at that time, consistent with her intent to not reapply or become re-employed by the County or any agency, company or entity that pays its employees with a check from Gloucester County. Plaintiff agrees that, in the event such employment occurs in the future, this provision shall serve as adequate grounds (*i.e.*, good cause) for termination of that employment and Plaintiff expressly agrees that she waives any right to rehire, recall or reinstatement to the County or any agency, company, or entity that pays its employees with a check from Gloucester County.

**WHEREAS**, the Settlement is not intended, nor should it be intended to be an admission of any liability wrongdoing, or impropriety by the parties, and;

**WHEREAS**, the Settlement has been evaluated by defense counsel for the GCIC, and;

**WHEREAS**, the GCIC believes that it is in its' best interests to enter into the Settlement with Petitioner so as to ensure that all matters set forth in and involving the claim and action are forever resolved,

**NOW THEREFORE BE IT RESOLVED**, by the GCIC that disposition of the lawsuit and claim filed by the above-referenced individual is authorized as stated aforementioned.

**BE IT FURTHER RESOLVED**, that the proper Commission officials and/or their agents, be and are hereby authorized to execute such documents as shall be necessary to effect the disposition set forth.

**ADOPTED** by GCIC at a properly noticed meeting held on May 8, 2013.

**ADOPTED:**

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**GERALD A. WHITE, CHAIRMAN**

**ATTEST:**

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**DEAN SIZEMORE, VICE CHAIRMAN**

## AWARDS

In accordance with N.J.S.A. 40A:11-5(1)(a), or N.J.S.A. 40A:11-4.5(g), the following contracts awarded by the Gloucester County Insurance Commission are available for inspection at the Office of PERMA, 9 Campus Drive, Parsippany, NJ. Resolutions to award contracts in excess of \$17,500 are available for inspection at 9 Campus Drive, Parsippany, NJ.

<b>TO:</b>	Long, Marmero & Associates, LLP
<b>SERVICE:</b>	Commission Attorney
<b>AMOUNT:</b>	\$150.00 per hour
<b>TERM:</b>	April 25, 2013 to April 25, 2014
<hr/>	
<b>TO:</b>	Actuarial Advantage
<b>SERVICE:</b>	Actuary Services
<b>AMOUNT:</b>	Fixed fee of \$7,500
<b>TERM:</b>	January 1, 2013 to December 31, 2013
<hr/>	
<b>TO:</b>	Bowman & Company, LLP
<b>SERVICE:</b>	Auditor Services
<b>AMOUNT:</b>	Not to exceed fee of \$15,000
<b>TERM:</b>	January 1, 2013 to December 31, 2013
<hr/>	
<b>TO:</b>	PERMA Risk Management Services
<b>SERVICE:</b>	Executive Director
<b>AMOUNT:</b>	3% of up to the net annual certified budget of the GCIC
<b>TERM:</b>	January 1, 2013 to December 31, 2015
<hr/>	
<b>TO:</b>	Hardenbergh Insurance Group
<b>SERVICE:</b>	Underwriting Services Director
<b>AMOUNT:</b>	\$56,160 for first year, years 2014 & 2015 subject to adjustment
<b>TERM:</b>	January 1, 2013 to December 31, 2015
<hr/>	
<b>TO:</b>	Hardenbergh Insurance Group
<b>SERVICE:</b>	Risk Management Consultant
<b>AMOUNT:</b>	\$255,840 for first year, years 2014 & 2015 subject to adjustment
<b>TERM:</b>	January 1, 2013 to December 31, 2015
<hr/>	
<b>TO:</b>	Inservco Insurance Services, Inc.
<b>SERVICE:</b>	Third Party Claims Administrator
<b>AMOUNT:</b>	\$77,500 flat fee for first year, 2014, \$77,500, 2015, \$79,800
<b>TERM:</b>	January 1, 2013 to December 31, 2015
<hr/>	
<b>TO:</b>	Consolidated Services Group, Inc.
<b>SERVICE:</b>	Managed Care Provider
<b>AMOUNT:</b>	Per response to RFP # 013-004
<b>TERM:</b>	January 1, 2013 to December 31, 2015
<hr/>	
	Chance & McCann (General Liability)
	Richardson, Galella & Austermuhl (General Liability)

**Madden & Madden, P.A. (Worker Compensation & General Liability)**  
**Capehart & Scatchard, P.A. (Worker Compensation & General Liability)**

**SERVICE: Defense Panel**

**AMOUNT: General Liability attorneys at an hourly rate not to exceed \$150.00, paralegals at an hourly rate not to exceed \$75.00 per hour, workers' compensation attorneys at an hourly rate not to exceed \$145.00 per hour and reasonable out of pocket expenses as approved by the GCIC attorney and claim administrator.**

**TERM: January 1, 2013 to December 31, 2013**

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**RESOLUTION NO. 35-13**

**GLOUCESTER COUNTY INSURANCE COMMISSION**

**AUTHORIZATION of APPROVAL OF THE 2012  
LITIGATION MANAGEMENT PLAN & MANUAL FOR USE IN 2013**

**WHEREAS**, the GLOUCESTER COUNTY INSURANCE COMMISSION (hereinafter “GCIC”) is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et seq.;

**WHEREAS**, a Litigation Management Plan and Manual was created in the year 2012 for GCIC;

**WHEREAS**, the GCIC has deemed it necessary to maintain the Litigation Management Plan and Manual in which it outlines the GCIC's philosophy of claims litigation, describe the roles and relationships of the parties to the litigation process and to supplement its Rules & Regulations and other policies established by the GCIC Commissioners;

**WHEREAS**, GCIC will continue to use and maintain the Litigation Management Plan and Manual dated 2012 for the year 2013; and

**NOW THEREFORE BE IT RESOLVED** that GCIC is to maintain and use the Litigation Management Plan and Manual dated 2012 for the year 2013;

**ADOPTED** by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on May 23, 2013.

**ADOPTED:**

**BY:** \_\_\_\_\_  
**GERALD A. WHITE, CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**DEAN R. SIZEMORE, VICE CHAIRMAN**

The logo for Conner Strong & Buckelew is a blue square with a white border. Inside the square, the text "CONNER STRONG & BUCKELEW" is written in white, uppercase, sans-serif font, centered vertically and horizontally.

CONNER  
STRONG &  
BUCKELEW

**CLIENT ACTIVITY REPORT**

**APRIL 2013**

**GCHIC - Gloucester County Health  
Insurance Commission**

*This is your monthly BeneService Advocacy Activity Report providing de-identified details regarding calls, emails or other inquiries received and acted upon by Conner Strong & Buckelew. Note that the data is de-identified to protect the confidentiality of the individual participant pursuant to HIPAA. Furthermore, this reflects cases and inquiries under activity. Some cases are closed immediately while other, depending on their complexity, may take additional time to bring to closure. Conner Strong & Buckelew manages all activity and ensures all cases are acted upon, followed up and brought to closure in as timely a basis as possible.*

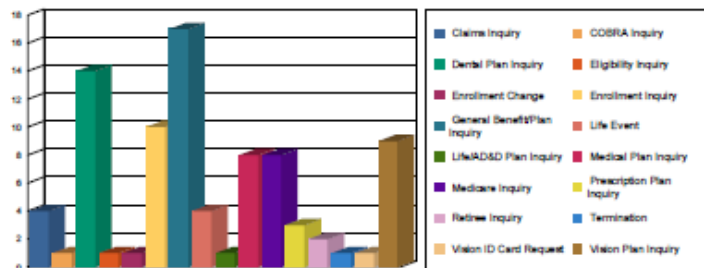


## CLIENT ACTIVITY SUMMARY REPORT

From: 4/1/2013 To: 4/30/2013

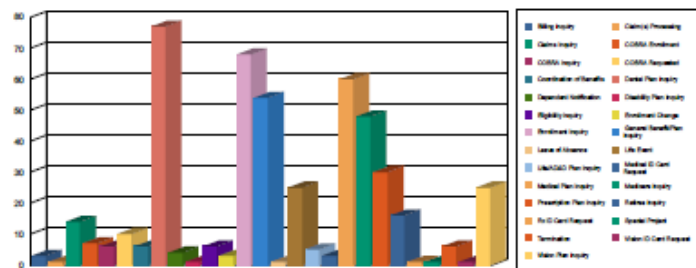
### GCHIC - Gloucester County Health Insurance Commission

SUBJECT (APRIL)	<u># of Issues</u>
Claims Inquiry	4
COBRA Inquiry	1
Dental Plan Inquiry	14
Eligibility Inquiry	1
Enrollment Change	1
Enrollment Inquiry	10
General Benefit/Plan Inquiry	17
Life Event	4
Life/AD&D Plan Inquiry	1
Medical Plan Inquiry	8
Medicare Inquiry	8
Prescription Plan Inquiry	3
Retiree Inquiry	2
Termination	1
Vision ID Card Request	1
Vision Plan Inquiry	9
<b>Total for Subject</b>	<b>85</b>



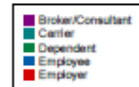


<b>SUBJECT (YTD)</b>	<b># of Issues</b>
Billing Inquiry	3
Claim(s) Processing	1
Claims Inquiry	14
COBRA Enrollment	7
COBRA Inquiry	6
COBRA Requested	10
Coordination of Benefits	6
Dental Plan Inquiry	77
Dependent Notification	4
Disability Plan Inquiry	1
Eligibility Inquiry	6
Enrollment Change	3
Enrollment Inquiry	68
General Benefit/Plan Inquiry	54
Leave of Absence	1
Life Event	25
Life/AD&D Plan Inquiry	5
Medical ID Card Request	3
Medical Plan Inquiry	60
Medicare Inquiry	48
Prescription Plan Inquiry	30
Retiree Inquiry	16
Rx ID Card Request	1
Special Project	1
Termination	6
Vision ID Card Request	1
Vision Plan Inquiry	25
<b>Total for Subject</b>	<b>482</b>



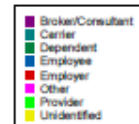
### CALL SOURCE (APRIL)

	<u># of Issues</u>
Broker/Consultant	1
Carrier	2
Dependent	2
Employee	73
Employer	7
<hr/>	
Total for Call Source	85



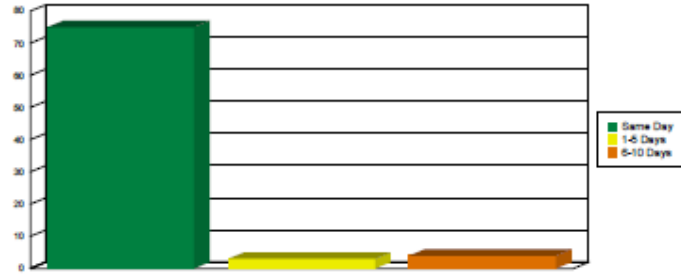
### CALL SOURCE (YTD)

	<u># of Issues</u>
Broker/Consultant	2
Carrier	40
Dependent	18
Employee	364
Employer	49
Other	3
Provider	4
Unidentified	2
<hr/>	
Total for Call Source	482



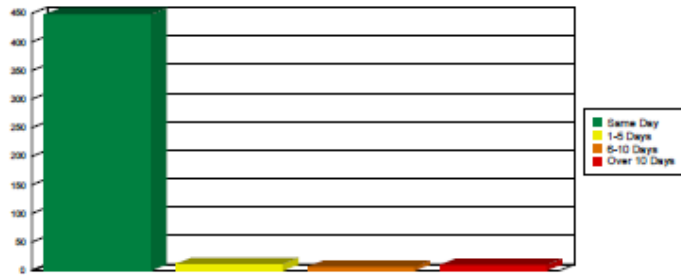
**CLOSED TIME (APRIL)**

	<u># of Days</u>	<u>%</u>
Same Day	75	91%
1-5 Days	3	4%
6-10 Days	4	5%
<b>Total for Time Range</b>	<b>82</b>	<b>100%</b>



**CLOSED TIME (YTD)**

	<u># of Days</u>	<u>%</u>
Same Day	448	94%
1-5 Days	12	3%
6-10 Days	7	1%
Over 10 Days	10	2%
<b>Total for Time Range</b>	<b>477</b>	<b>100%</b>



**GLOUCESTER COUNTY INSURANCE COMMISSION  
BILLS LIST**

**Resolution No. 36-13**

**MAY 2013**

**WHEREAS**, the Treasurer has certified that funding is available to pay the following bills:

**BE IT RESOLVED** that the Gloucester County Insurance Commission's hereby authorizes the Commission Treasurer to issue warrants in payment of the following claims; and

**FURTHER**, that this authorization shall be made a permanent part of the records of the Commission.

**FUND YEAR 2013**

<b>000079</b>				
000079	GLOBAL RECOVERY SERVICES	DEDUCT. BLLNG MEDICAL MALPR CLAIM 5/13		1,632.90
				<b>1,632.90</b>
<b>000080</b>				
000080	INSERVCO INSURANCE SERVICES	CLAIMS ADMIN - 05/2013		6,458.34
				<b>6,458.34</b>
<b>000081</b>				
000081	PERMA RISK MANAGEMENT SERVICES	POSTAGE FEE 04/2013		2.52
000081	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 05/2013		10,934.48
				<b>10,937.00</b>
<b>000082</b>				
000082	HARDENBERGH INSURANCE GROUP	UNDERWRITING SERVICES FEE - 05/2013		4,680.00
				<b>4,680.00</b>
<b>000083</b>				
000083	THE ACTUARIAL ADVANTAGE	ACTUARIAL SERVICES - 05/2013		625.00
				<b>625.00</b>
<b>000084</b>				
000084	COURIER-POST	ACCT 91699CP - 5/6/13 - PUBLIC NOTICE		7.92
000084	COURIER-POST	ACCT 91699CP 5/1/13 - PUBLIC NOTICE		5.94
				<b>13.86</b>
<b>000085</b>				
000085	LONG MARMERO & ASSOCIATES, LLP	ATTORNEY FEE 05/15/2013		2,115.00
				<b>2,115.00</b>
<b>000086</b>				
000086	VIOLA YEAGER	REIMBURSE MEDICAL,PREScription 04/2013		523.82
				<b>523.82</b>
<b>000087</b>				
000087	HARDENBERGH INSURANCE GROUP	RMC FEE 05/2013		21,320.00
				<b>21,320.00</b>
			48,305.92	

**TOTAL PAYMENTS ALL FUND YEARS \$ 48,305.92**

\_\_\_\_\_  
Chairperson

Attest:

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

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

\_\_\_\_\_  
Treasurer

**GLOUCESTER COUNTY INSURANCE COMMISSION HEALTH INSURANCE FUND  
BILLS LIST**

**Resolution No. 37- 13**

**MAY 2013**

**WHEREAS**, the Treasurer has certified that funding is available to pay the following bills.

**BE IT RESOLVED** that the Gloucester County Insurance Commission Health Insurance Fund's hereby authorizes the Commission Treasurer to issue warrants in payment of the following claims; and

**FURTHER**, that this authorization shall be made a permanent part of the records of the Commission.

**FUND YEAR 2013**

<u>WireNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
<b>W0513</b>			
W0513	CONNER STRONG & BUCKELEW	PERMA CONSULTING FEE - 05/2013	5,201.00
W0513	CONNER STRONG & BUCKELEW	CSB CONSULTING FEE 05/2013	2,229.00
			<b>7,430.00</b>
		TOTAL PAYMENTS FY 2013	7,430.00

**TOTAL PAYMENTS ALL FUND YEARS \$ 7,430.00**

\_\_\_\_\_  
Chairperson

Attest:

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

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

\_\_\_\_\_  
Treasurer

<b>SUMMARY OF CASH AND INVESTMENT INSTRUMENTS</b>					
<b>GLOUCESTER COUNTY INSURANCE COMMISSION</b>					
<b>ALL FUND YEARS COMBINED</b>					
<b>CURRENT MONTH</b>	<b>March</b>				
<b>CURRENT FUND YEAR</b>	<b>2013</b>				
	<b>Description:</b>	<b>Instrument #1</b>	<b>Instr #2</b>	<b>Instr #3</b>	
	<b>ID Number:</b>	<b>GCIC Deposit</b>	<b>GCIC WC CI</b>	<b>GCIC Liability</b>	
	<b>Maturity (Yrs)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Purchase Yield:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>TOTAL for All</b>				
	<b>Accts &amp; instruments</b>				
<b>Opening Cash &amp; Investment Balance</b>	<b>\$2,850,416.89</b>	<b>2841109.74</b>	<b>3849.23</b>	<b>5457.92</b>	
<b>Opening Interest Accrual Balance</b>	<b>\$0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	
1	Interest Accrued and/or Interest Cost	\$0.00	\$0.00	\$0.00	\$0.00
2	Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
3	(Amortization and/or Interest Cost)	\$0.00	\$0.00	\$0.00	\$0.00
4	Accretion	\$0.00	\$0.00	\$0.00	\$0.00
5	Interest Paid - Cash Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
6	Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
7	Unrealized Gain (Loss)	\$0.00	\$0.00	\$0.00	\$0.00
8	Net Investment Income	\$0.00	\$0.00	\$0.00	\$0.00
9	Deposits - Purchases	\$1,779,168.02	\$1,666,323.85	\$99,289.06	\$13,555.11
10	(Withdrawals - Sales)	(\$276,742.29)	(\$163,898.12)	(\$99,289.06)	(\$13,555.11)
	Ending Cash & Investment Balance	\$4,352,842.62	\$4,343,535.47	\$3,849.23	\$5,457.92
	Ending Interest Accrual Balance	\$0.00	\$0.00	\$0.00	\$0.00
	Plus Outstanding Checks	\$42,941.09	\$28,458.24	\$14,482.85	\$0.00
	(Less Deposits in Transit)	\$0.00	\$0.00	\$0.00	\$0.00
	Balance per Bank	\$4,395,783.71	\$4,371,993.71	\$18,332.08	\$5,457.92

**GLOUCESTER COUNTY INSURANCE COMMISSION**  
**SUMMARY OF CASH TRANSACTIONS - ALL FUND YEARS COMBINED**

<b>Current Fund Year: 2013</b>											
<b>Month Ending: March</b>											
	<b>Prop</b>	<b>Liab</b>	<b>Auto</b>	<b>WC</b>				<b>NJ CEL</b>	<b>Admin</b>	<b>TOTAL</b>	
OPEN BALANCE	360,062.99	2,547,965.79	155,830.95	1,033,387.27	0.00		0.00	0.00	355,528.48	(1,602,358.54)	2,850,416.94
RECEIPTS											
Assessments	39,791.88	347,348.66	23,156.58	370,362.97	0.00		0.00	0.00	735,182.03	150,481.73	1,666,323.85
Refunds	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Invest Pymnts	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Invest Adj	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Subtotal Invest	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Other *	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>39,791.88</b>	<b>347,348.66</b>	<b>23,156.58</b>	<b>370,362.97</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>735,182.03</b>	<b>150,481.73</b>	<b>1,666,323.85</b>
EXPENSES											
Claims Transfers	0.00	10,860.11	2,695.00	99,289.06	0.00		0.00	0.00	0.00	0.00	112,844.17
Expenses	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	51,053.95	51,053.95
Other *	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>0.00</b>	<b>10,860.11</b>	<b>2,695.00</b>	<b>99,289.06</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>51,053.95</b>	<b>163,898.12</b>
<b>END BALANCE</b>	<b>399,854.87</b>	<b>2,884,454.34</b>	<b>176,292.53</b>	<b>1,304,461.18</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>1,090,710.51</b>	<b>(1,502,930.76)</b>	<b>4,352,842.67</b>



**RESOLUTION 38-13**

**GLOUCESTER COUNTY INSURANCE COMMISSION  
AUTHORIZING DISCLOSURE OF LIABILITY CLAIMS CHECK REGISTER**

**WHEREAS**, the GLOUCESTER COUNTY INSURANCE COMMISSION (hereinafter "GCIC") is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et seq.; and

**WHEREAS**, the GCIC is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

**WHEREAS**, the Open Public Meetings Act requires all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides a public body may permissibly exclude the public from a portion of a meeting at which the public body discusses items per the Open Public Meetings Act at N.J.S.A. 10:4-12.b.(1) thru (9) recognized as requiring confidentiality, and

**WHEREAS**, it is necessary and appropriate for the GCIC to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12.b.(7); and

**WHEREAS**, the GCIC is a public agency which must comply with the Open Public Records Act (OPRA) N.J.S.A. 47: 1A-1 to -13; and

**WHEREAS**, the GCIC must comply with OPRA and reported New Jersey Case Law interpreting same; and

**WHEREAS**, the GCIC did hold a closed session from which the public was excluded on April 25, 2013 at which time certain items were discussed as were referenced in a separate resolution authorizing said closed session and it being determined certain liability & property claim payment information can be made public at this time; and

**NOW THEREFORE BE IT RESOLVED** by the Commissioners of said Gloucester County Insurance Commission pursuant to both the Open Public Meetings Act and the Open Public Records Act as follows:

The attached financial transaction logs generated by third party administrator Inservco Insurances Inc. for the periods 4/1/13 to 4/30/13, and related to all non-workers compensation payments are hereby approved for distribution to the listed claimants and for disclosure to the general public

**ADOPTED** by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on May 23, 2013.

**ADOPTED:**

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**GERALD A. WHITE, CHAIRMAN**

**ATTEST:**

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**DEAN R. SIZEMORE, VICE CHAIRMAN**

**Gloucester Co Ins Commission - 353**  
**Financial Transaction Log - Liability Claim Payments**  
**Monthly / Detail / By Coverage / By Payment Type / By Check Number**  
**04/01/2013 Thru 04/30/2013**

Type	Check #	Claim #	Claimant Name	From Date	To Date	Payee Name	Trans. Date	Payment Description	Amt. Requested	Amt. Paid
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*I n s e r v c o   R e p o r t   T e r m i n o l o g y*

Reporting Name	Business Name	Business Description
Amount/Amt Paid	Amount Paid	Amount actually paid or received
Amount/Amt Requested	Amount Requested	Amount requested to be paid
As Of Date/To Date	Report End Date	Ending date of transactions on report; usually month end
Payment Type	Type	Types of transactions—Computer, Manual, Refund, Recovery, Stop Pay, Void
Report Begin Date	Report Begin Date	Beginning date of transactions on report; usually beginning of month or inception
Trans Date	Transaction Date	Issue date for computer issued payments and add date for all other type entries

**Gloucester Co Ins Commission - 353**  
**Financial Transaction Log - Liability Claim Payments**  
**Monthly / Detail / By Coverage / By Payment Type / By Check Number**  
**04/01/2013 Thru 04/30/2013**

Type	Check #	Claim #	Claimant Name	From Date	To Date	Payee Name	Trans. Date	Payment Description	Amt. Requested	Amt. Paid	
<b>Coverage: Auto Liability</b>											
C	4245	3530000256	001	WILBORNE, JOSHUA	01/21/2013	01/28/2013	ALLAN E RICHARDSON LLC	04/05/2013	Invoice#2926 Client #12088	135.00	135.00
C	4246	3530000576	001	GRANT, HELEN	01/17/2013	02/25/2013	LAW OFFICES OF MADDEN & MADDEN	04/05/2013	70200-013M Statement 4	91.67	91.67
<b>Total for Coverage: Auto Liability</b>							<b>Number of entries: 2</b>		<b>228.67</b>	<b>228.67</b>	
<b>Coverage: General Liability</b>											
C	4247	3530000234	001	GOSS, JOHN	02/27/2013	03/13/2013	CHANCE & MCCANN LLC	04/05/2013	Invoice#10495 fees	412.50	412.50
C	4250	3530000061	001	BERGENSTOCK, CHRISTY	03/11/2013	03/27/2013	LAW OFFICES OF MADDEN & MADDEN	04/19/2013	Comment 70200-009m/stmt 10	2,321.00	2,321.00
<b>Total for Coverage: General Liability</b>							<b>Number of entries: 2</b>		<b>2,733.50</b>	<b>2,733.50</b>	
<b>Coverage: Police Professional</b>											
C	4243	3530000187	001	BELL, JEFFREY	03/01/2013	04/01/2013	ALLAN E RICHARDSON LLC	04/05/2013	Invoice#2978 client #12088	1,005.22	1,005.22
C	4244	3530000391	001	STRAZZULLO, ANTHONY	01/25/2013	03/26/2013	ALLAN E RICHARDSON LLC	04/05/2013	Invoice#2979 Client #12088	1,434.72	1,434.72
C	4249	3530000658	001	DEJULIUS, RONALD	02/27/2013	03/27/2013	LAW OFFICES OF MADDEN & MADDEN	04/19/2013	File 70200-011m statement 5	16.00	16.00
C	4251	3530000391	001	STRAZZULLO, ANTHONY	03/11/2013	03/27/2013	LAW OFFICES OF MADDEN & MADDEN	04/19/2013	70200-010M Statement 7	556.35	556.35
C	4252	3530000295	001	GARLAND, CRYSTAL	03/28/2013	03/28/2013	LAW OFFICES OF MADDEN & MADDEN	04/19/2013	70200-000M statement 20	45.00	45.00
<b>Total for Coverage: Police Professional</b>							<b>Number of entries: 5</b>		<b>3,057.29</b>	<b>3,057.29</b>	
<b>Coverage: Property</b>											
C	4248	3530000691	001	GLOUCESTER COUNTY IMPROV	10/29/2012	10/29/2012	GLOUCESTER COUNTY IMPROV	04/05/2013	sandy loss/less fema pmt/less \$1K ded	6,201.18	6,201.18
<b>Total for Coverage: Property</b>							<b>Number of entries: 1</b>		<b>6,201.18</b>	<b>6,201.18</b>	
<b>Total for Gloucester Co Ins Commission - 353</b>							<b>Number of entries: 10</b>		<b>12,218.64</b>	<b>12,218.64</b>	



Gloucester County Insurance Commission  
 Bill Review / PPO Savings  
 2013



Carrier	Month	Total Bills	In-network Bills Penetration Rate	Total Provider Charge	In-network Charges Penetration Rate	Total Allowed <sup>1</sup>	CSG Negotiated Reductions <sup>2</sup>	PPO Reductions <sup>3</sup>	Bill Review Reductions <sup>4</sup>	Total Reductions	Total Access Fees	Net Reductions
Inservco	January	2	100%	\$854.58	100%	\$564.74	\$0.00	\$289.84	\$0.00	\$289.84	\$40.58	\$249.26
	February	57	58%	\$81,437.48	87%	\$61,809.66	\$297.42	\$17,076.34	\$2,254.06	\$19,627.82	\$2,559.37	\$17,068.45
	March	68	57%	\$73,460.33	43%	\$36,518.32	\$413.99	\$11,798.43	\$24,729.59	\$36,942.01	\$4,807.11	\$32,134.90
	April	65	77%	\$49,231.91	86%	\$35,224.97	\$1430.90	\$5,424.30	\$7,151.74	\$14,006.94	\$1,960.97	\$12,045.97
<b>YTD Total</b>		192	65%	\$204,984.30	71%	\$134,117.69	\$2142.31	\$34,588.91	\$34,135.39	\$70,866.61	\$9,368.03	\$61,498.58

**Monthly Summary**

Total Savings (before fees):	\$14,006.94
Percent Savings:	28%
<b>NET SAVINGS:</b>	<b>\$12,045.97</b>
Percent <b>NET SAVINGS:</b>	24%

**Report Footnotes:**

- <sup>1</sup>Recommended amount for payment
- <sup>2</sup>Discounts negotiated by CSG on out of network bills
- <sup>3</sup>Discounts applied in accordance with CHN PPO contracts
- <sup>4</sup>U&C and CSG Code Review reductions applied

**GLOUCESTER COUNTY INSURANCE COMMISSION**  
**SAFETY DIRECTOR'S REPORT**

**TO:** Fund Commissioners  
**FROM:** J.A. Montgomery Risk Control, Safety Director  
**DATE:** May 17, 2013

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**April - June 2013**  
**RISK CONTROL ACTIVITIES**

**JIF MEETINGS / TRAINING ATTENDED**

- **April 22:** Conducted a site survey of the Ceres Park
- **April 25:** Attended the GCIC meeting in Woodbury.
- **May 3:** One session of Flagger Workzone safety was conducted for GCIC.
- **May 7:** One session of Chain Saw & Chipper Safety was conducted for GCIC.
- **May 8:** Conducted a site survey of the Dream Park.
- **May 9:** One session of Landscape Safety (General Safety & Modules 1 & 2) was conducted for GCIC.
- **May 14:** Attended the GCIC Claims committee meeting via conference call.

**UPCOMING JIF MEETINGS / TRAINING**

- **May 23:** Plan to attend the GCIC meeting in Woodbury.
- **May 29:** One session of Landscape Safety (General Safety & Modules 1 & 2) is scheduled for GCIC.
- **June 10:** One session of Chain Saw & Chipper Safety is scheduled for GCIC.

- **June 13:** One session of Confined Space Entry Permit Required w/Classroom demo is scheduled for GCIC.
- **June 19:** One session of Employee Conduct & Violence in the Workplace is scheduled for GCIC.

**UPCOMING TRAINING CALENDAR FOR May – June 2013**

5/3/13	GCIC	Flagger Workzone Safety	8:00 – 12:00 pm
5/7/13	GCIC	Chain Saw & Chipper Safety	8:30 – 10:30 am
5/9/13	GCIC	Landscape Safety (General Safety & Mods. 1 & 2)	8:00 – 11:00 am
5/29/13	GCIC	Landscape Safety (General Safety & Mods. 1 & 2)	8:00 – 11:00 am
6/10/13	GCIC	Chain Saw & Chipper Safety	8:30 – 10:30 am
6/13/13	GCIC	CSE Permit Req. w/Classroom Demo	8:00 – 1:30 pm
6/19/13	GCIC	Employee Conduct & Violence in the Workplace	9:30 – 11:00 am

**CEL MEDIA LIBRARY**

The following GCIC Agencies utilized the CEL Media Library in 2012:

<b>MONTH</b>	<b>AGENCY</b>	<b># of Videos</b>
March	GCIC - Gloucester County College	3
April	GCIC - Improvement Authority	1
July	GCIC - Sheriff's Office	4
December	GCIC - Utility Authority	1

The following GCIC Agencies utilized the CEL Media Library in 2013:

<b>MONTH</b>	<b>AGENCY</b>	<b># of Videos</b>
January	GCIC – Department of Health	3
February		0
March	GCIC – Gloucester County College	3
April	GCIC – Gloucester County Health Dept.	3
May (as of 5/17)		0

**RESOLUTION 39-13**

**GLOUCESTER COUNTY INSURANCE COMMISSION  
AUTHORIZING A CLOSED SESSION TO DISCUSS  
PAYMENT AUTHORIZATION REQUESTS (PARS) & SETTLEMENT (SARS)  
RELATED TO PENDING OR ANTICIPATED LITIGATION**

**WHEREAS**, the GLOUCESTER COUNTY INSURANCE COMMISSION (hereinafter “GCIC”) is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et seq.; and

**WHEREAS**, the GCIC is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

**WHEREAS**, the Open Public Meetings Act requires all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides a public body may permissibly exclude the public from a portion of a meeting at which the public body discusses items per the Open Public Meetings Act at N.J.S.A. 10:4-12.b.(1) thru (9) recognized as requiring confidentiality; and

**WHEREAS**, it is necessary and appropriate for the GCIC to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12.b.(7); and

**NOW THEREFORE BE IT RESOLVED** by the Commissioners of said Gloucester County Insurance Commission pursuant to the Open Public Meetings Act as follows:

The GCIC shall hold a closed session from which the public shall be excluded on May 23, 2013.

The general nature of the items to be discussed at said closed session shall include the following: the appropriateness of payment of statutorily required workers’ compensation benefits, settlement authority if any or continuing defense of pending or anticipated litigation, discussion of litigation strategy, position the GCIC will take in said litigation, strengths and weaknesses of GCIC’s position in said litigation.

The specific litigation is identified by the claim number assigned by Inservco in its capacity as the third-party claims administrator, name of the claimant, date of loss, workers’ compensation petition number and/or court assigned docket number which is set forth in the attached list which list is also appended to the GCIC monthly meeting agenda for May 23, 2013 which agenda has been timely posted per the Open Public Meetings Act.

The minutes of said closed session shall be made available for disclosure to the public consistent with N.J.S.A. 10:4-13 when the items which are the subject of the closed session discussions are resolved and the reasons for confidentiality as to both the GCIC and the claimant no longer exist.



**ADOPTED** by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on May 23, 2013.

**ADOPTED:**

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**GERALD A. WHITE, CHAIRMAN**

**ATTEST:**

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**DEAN R. SIZEMORE, VICE CHAIRMAN**

**GCIC PARS - Worker Compensation & Liability**  
**CLOSED SESSION**  
**5/23/13**

<b>Claim #</b>	<b>Claimant</b>	<b>Type of Claim</b>	<b>PAR/SAR</b>	<b>C.P or DO #</b>
3530000750	Kathleen Lowry	Worker Comp	PAR	
3530000420	Joseph Wilson	Worker Comp	SAR	2011-29611
	Mcguire v Gloucester County	EPL	Discussion	

## **APPENDIX I**

**GLOUCESTER COUNTY INSURANCE COMMISSION  
OPEN MINUTES  
MEETING – Thursday, April 25, 2013  
115 Budd Blvd.  
Woodbury, NJ 9:30 AM**

Meeting called to order by Gerald White, Chairman. Open Public Meetings notice read into record.

**ROLL CALL OF COMMISSIONERS:**

Gerald White, Chairman	Present
Dean Sizemore, Vice Chairman	Present
Tamarisk Jones	Present

**FUND PROFESSIONALS PRESENT:**

Executive Director	PERMA Risk Management Services <b>Joe Hrubash</b>
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Claims Service	Inservco Insurance Services, Inc. <b>Veronica George</b>
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Consolidated Services Group, Inc. <b>Jennifer Pard</b> <b>Stephen McNamara</b>
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Conner Strong & Buckelew <b>Michelle Leighton</b>
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Underwriting Services Director/RMC	Hardenbergh Insurance Group <b>Bonnie Rick</b>
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Attorney	Long Marmero & Associates <b>Doug Long, Esq.</b>
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Treasurer

Safety Director	J.A. Montgomery Risk Control <b>Glenn Prince</b>
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Benefits	Conner Strong & Buckelew
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**ALSO PRESENT:**

Tony Fiola, Gloucester County  
Marjorie Workman, GCIT/GCSSSD  
Cathy Dodd, PERMA Risk Management Services

**APPROVAL OF MINUTES:** Open Minutes of March 28, 2013 and Closed Minutes of March 28, 2013

**MOTION TO APPROVE THE OPEN MINUTES & CLOSED MINUTES OF MARCH 28, 2013**

Motion:	Commissioner Jones
Second:	Commissioner Sizemore
Roll Call Vote:	Unanimous

**CORRESPONDENCE:** None

**COMMITTEE REPORTS:**

**SAFETY COMMITTEE:** Commissioner Sizemore advised the next quarterly Safety Committee meeting was scheduled in June.

**CLAIMS COMMITTEE:** Commissioner Sizemore reported the Claims Committee held a teleconference on April 9, 2013 to discuss the PARS that would be presented during closed session.

**EXECUTIVE DIRECTOR REPORT:**

Executive Director advised there was one action item for today’s meeting, the RFP for Commission Attorney.

**RFP FOR COMMISSION ATTORNEY:** Executive Director reported there were three responses received for the position of Commission Attorney. Responses were received from Long Marmero & Associates, LLP, Chance & McCann and Trimble & Armano. Mr. Long excused himself from the discussion while the responses were being discussed by the Commissioners. Chairman White advised he completed the evaluation sheets based on the review and input by Commissioner Sizemore and Commissioner Jones. Chairman White reported the cost proposals were comparable, however one firm illustrated they had more Insurance Commission experience than the others. The Commissioners indicated they agreed with Chairman White’s scoring. Chairman White advised the office of Long Marmero & Associates, LLP would be re-appointed as the Commission Attorney. In response to Chairman White’s inquiry, Ms. Dodd advised the Commission Attorney’s contract was extended until April 25, 2013 so the new contract award would be effective as of April 25, 2013. Chairman White requested the necessary documents be prepared and requested a motion to appoint Long Marmero & Associates, LLP. Chairman White also requested Mr. Long to return to the meeting and advised his office had been re-appointed as the Commission Attorney.

**MOTION TO APPOINT LONG, MARMERO &  
ASSOCIATES, LLP AS COMMISSION ATTORNEY  
EFFECTIVE 4/25/13 TO 4/25/14**

Motion:	Commissioner Jones
Second:	Commissioner Sizemore
Roll Call Vote	Unanimous

**CERTIFICATE OF INSURANCE REPORT:** Executive Director reported on the Certificate of Insurance Report for the period of 3/22/13 to 4/18/13. There were a total of 6 certificates issued for this period.

**GCIC PROPERTY AND CASUALTY FINANCIAL FAST TRACK:** Executive Director advised the February Property & Casualty Financial Fast Track was included in the agenda. The Commission had a surplus of \$1,246,945 as of February 28, 2013. Executive Director advised that \$657,885 on line 7 of the report "Investment in Joint Venture was the GCIC's share of the CEL JIF equity and was part of the GCIC surplus.

**NJ CEL PROPERTY AND CASUALTY FINANCIAL FAST TRACK:** Executive Director reported the agenda included the February Financial Fast Track for the NJ CEL. As of February 28, 2013 the CEL had a surplus of \$2,355,756.

**HEALTH BENEFITS FINANCIAL FAST TRACK:** Executive Director advised the Health Benefit Financial Fast Track was included in the agenda. The Insurance Commission had a Health Benefit surplus of \$106,423 as of February 28, 2013.

**NJ EXCESS COUNTIES INSURANCE FUND (CELJIF):** Executive Director reported the CEL did not meet in March. Executive Director noted the CEL was scheduled to meet in the afternoon and a summary of the meeting would appear in the next agenda. Executive Director indicated he expected the CEL Underwriting Manager would provide an update of the re-marketing of the Meadowbrook program.

**2013 PROPERTY & CASUALTY ASSESSMENTS DUE MAY 15, 2013:** Executive Director reminded the Commission the second 2013 assessment payment was due on May 15, 2013. Executive Director noted checks should be made payable to the Gloucester County Insurance Commission and should be sent to Gary Schwarz, Treasurer, c/o Gloucester County, P.O. Box 337, Woodbury, NJ 08096.

**2013 EXCESS INSURANCE AND ANCILLARY COVERAGE POLICIES:** Executive Director reported the CEL Underwriting Manager distributed an e-mail on April 4, 2013 providing login information and instructions to access the Conner Strong & Buckelew website to view the insurance policies and endorsements. Executive Director advised if anyone experienced any difficulties accessing the site they should contact the PERMA office.

**GLOUCESTER COUNTY CORRECTIONS DEPARTMENT UPDATE:** Chairman White reported there were contracts in place with Cumberland, Salem, Burlington and Essex Counties and

are expected to approve the respective shared service agreements to house Gloucester County inmates. Chairman White also indicated they already had some inmates in the Camden County facility. Chairman White advised the County would no longer house any inmates in their facility. Chairman White explained inmates would start transitioning to other facilities the beginning of June and by July 1<sup>st</sup> all inmates would be transferred. Most of the inmate intake would be transferred to Salem County. Chairman White noted there would be some Correction Officers employed by Gloucester County but assigned to units at Salem and Cumberland correction facilities. In response to Ms. Rick's inquiry, Chairman White advised the Corrections Officers would be reporting to both the Gloucester County Warden and the ranking officers at the housing facility. Chairman White indicated since there are officers employed by Gloucester County a worker compensation exposure would still exist. Ms. Rick mentioned the importance of disclosing all information to ensure the proper insurance coverage was in place. Chairman White noted there would be a follow up meeting to discuss the inmate health insurance. Further discussion ensued on the operations of the Salem, Cumberland and Essex County facilities.

Executive Director's Report Made Part of Minutes.

**EMPLOYEE BENEFITS:** Executive Director reported Ms. Brown could not attend the meeting but he would review her report with the Commissioners. Executive Director advised the Client Activity Summary Report for the period of 3/1/13 to 3/31/13 was included in the agenda. Executive Director indicated there were 116 calls during March and the year to date totaled 397. Executive Director advised the report also included more specific information relating to each call.

**TREASURER REPORT:** Chairman White presented the April Property & Casualty Bill List in the amount of \$1,063,889.66 and requested a motion to approve.

**MOTION TO APPROVE THE APRIL PROPERTY & CASUALTY BILL LIST, RESOLUTION 29-13 IN THE AMOUNT OF \$1,063,889.66**

Motion:	Commissioner Jones
Second:	Commissioner Sizemore
Roll Call Vote	Unanimous

Chairman White presented the April Health Insurance Fund Bill List in the amount of \$7,425.00 and requested a motion to approve.

**MOTION TO APPROVE THE APRIL HEALTH INSURANCE FUND BILL LIST, RESOLUTION 30-13 IN THE AMOUNT OF \$7,425**

Motion:	Commissioner Sizemore
Second:	Commissioner Jones
Roll Call Vote	Unanimous

Executive Director also pointed out the monthly Treasurer's reports showing the cash transactions and investments were included in the agenda.

## **CLAIMS REPORT**

**REPORT:** Chairman White presented Resolution 31-13 Inservco Liability Check Register for the period of 3/1/13 through 3/31/13.

### **MOTION TO APPROVE RESOLUTION 31-13 LIABILITY CHECK REGISTER FOR THE PERIOD OF 3/1/13 THROUGH 3/31/13**

Motion:	Commissioner Sizemore
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

**MANAGED CARE PROVIDER:** Ms. Pard reviewed the Bill Review/PPO Savings Report which was included in the agenda. Ms. Pard advised there were 68 bills received in March for a total of \$73,460.33. The net reduction after fees was \$32,134.90. Ms. Pard also advised at the request of the Commission, South Jersey Healthcare Urgent Care in Mullica Hill, was now in their network as of April 10<sup>th</sup> and can be utilized.

## **CEL SAFETY DIRECTOR:**

**REPORT:** Mr. Prince reviewed the March through April 2013 Risk Control Activity Report which was included in the agenda along with the training calendar. Mr. Prince noted he attended a meeting at the GCIA Scalehouse to address a slip, trip, and fall hazard. Mr. Prince advised the condition was corrected by applying anti slide grip tape to the doorways of the facility. While there Mr. Prince also noted the stair treads needed immediate replacement. Mr. Prince notified Commissioner Sizemore who had the condition corrected. Mr. Prince also advised he visited Ceres Park in Mantua Township along with Howard Spencer (representing Mantua) of his office to provide a Risk Control Assessment of the BMX off road trail and obstacle course that was constructed in the park in Mantua Township as well as the adjoining property owned by Gloucester County. Mr. Prince advised his report would be available for the next meeting. A brief discussion ensued on the activities taking place at the park. Ms. Rick advised she was working with Mr. Prince to obtain all of the documents including certificate of insurances relating to the park and would then share the information with the Commission Attorney.

## **RISK MANAGEMENT/UNDERWRITING SERVICES DIRECTOR:**

**REPORT:** Ms. Rick advised their report was included in the agenda and had a few action items.

Ms. Rick reported there were several policies for members that could not be placed through the GCIC/NJCEJIF or its masters programs and reviewed the information for those policies.

Ms. Rick advised the Mutual of Omaha policy providing accidental death and specific loss (limbs) benefits for the Freeholders traveling outside of the County by auto or aircraft was renewing on



6/1/13. Ms. Rick explained the renewal premium was increased to \$750 per year/\$2,250 for 3 years as the carrier's minimum premium increased. Ms. Rick requested a motion to renew the policy.

**MOTION TO AUTHORIZE THE UNDERWRITING SERVICES DIRECTOR TO RENEW THE TRAVEL ACCIDENT COVERAGE FOR THE FREEHOLDERS THROUGH MUTUAL OF OMAHA FOR A THREE YEAR PERIOD FOR A TOTAL PREMIUM OF \$2,250 EFFECTIVE 6/1/13**

Motion: Commissioner Jones  
Second: Commissioner Sizemore  
Roll Call Vote: Unanimous

Ms. Rick also advised the County's General Liability for the Sport Camps was renewing on 5/31/13. The premium was reduced to \$3,064 and would be written with New Hampshire Insurance Company an affiliate of Chartis. Ms. Rick advised there was an exclusion in the Meadowbrook policy for sports and recreation. Ms. Rick indicated this coverage could possibly be non renewed next year if the new program for the CEL included this type of program. Executive Director suggested Ms. Rick discuss with the CEL Underwriting Manager.

**MOTION TO AUTHORIZE THE UNDERWRITING SERVICES DIRECTOR TO BIND THE LIABILITY COVERAGE THROUGH NEW HAMPSHIRE INSURANCE COMPANY FOR AN ANNUAL PREMIUM OF \$3,064 EFFECTIVE 5/31/13**

Motion: Commissioner Sizemore  
Second: Commissioner Jones  
Roll Call Vote: Unanimous

Ms. Rick advised she did not have a renewal premium yet for the County's Accident policy for the Recreation Camps and would present this item at the May meeting.

Ms. Rick reported the policies for the GCIA Dream Park were renewing on 5/21/13. Ms. Rick advised once the CEL changed their insurance program she would approach the CEL Underwriting Manager to see if this coverage could be placed in the Commission program. Ms. Rick indicated she was waiting for the final figures from Great American, however the underwriter advised the premium would not go up more than 2%. Ms. Rick explained the Equine policy would increase to \$4,952 due to additional horses being boarded at the facility.

**MOTION TO AUTHORIZE THE UNDERWRITING SERVICES DIRECTOR TO RENEW THE PACKAGE-EQUINE AND UMBRELLA COVERAGES THROUGH GREAT AMERICAN EFFECTIVE 5/21/13 UPON RECEIPT OF RENEWAL PROPOSAL**

Motion: Commissioner Sizemore  
Second: Commissioner Jones  
Roll Call Vote: Unanimous

Ms. Rick advised she met with Bollinger to discuss the College's Student/Sports Accident Policy which renews on 6/15/13 and this item would be table until next month as the State is still determining what is mandatory for the college students.

Lastly, Ms. Rick reported the CEL conducted a Best Practice Workshop last October and it was agreed it would benefit the Commission to request Dr. Dwyer to conduct an educational seminar for the primary physicians. Ms. Rick advised the seminar was scheduled for May 22<sup>nd</sup> and would also include Camden, Burlington, Salem and Cumberland Insurance Commissions.

**ATTORNEY:** Commission Attorney advised he did not have anything to report at this time.

**OLD BUSINESS:** None

**NEW BUSINESS:** None

**PUBLIC COMMENT:**

**MOTION TO OPEN MEETING TO PUBLIC**

Moved:	Commissioner Jones
Second:	Commissioner Sizemore
Roll Call Vote:	Unanimous

Seeing no members of the public wishing to speak Chairman White asked for a motion to close the public comment portion of the meeting.

**MOTION TO CLOSE MEETING TO PUBLIC**

Moved:	Commissioner Sizemore
Second:	Commissioner Jones
Roll Call Vote :	Unanimous

**CLOSED SESSION:** Chairman White read and requested a motion to approve Resolution 32-13 authorizing a Closed Session to discuss PARS & SARS.

**RESOLUTION 32-13, EXECUTIVE SESSION FOR THE PURPOSE AS PERMITTED BY THE OPEN PUBLIC MEETINGS ACT, MORE SPECIFICALLY TO DISCUSS PARS RELATED TO PENDING OR ANTICIPATED LITIGATION AS IDENTIFIED IN THE LIST OF CLAIMS PREPARED BY THIRD PARTY CLAIM ADMINISTRATOR INSERVCO INSURANCE SERVICES, INC. AND ATTACHED TO THIS AGENDA ALONG WITH DISCUSSION ON MCGUIRE V. GLOUCESTER COUNTY**

Motion:	Commissioner Sizemore
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

**MOTION TO GO INTO CLOSED SESSION**

Motion: Commissioner Jones  
Second: Commissioner Sizemore  
Roll Call Vote: Unanimous

**MOTION TO RETURN TO OPEN SESSION**

Motion: Commissioner Jones  
Second: Commissioner Sizemore  
Roll Call Vote: Unanimous

Commission Attorney made motions to authorize the payments on the below items discussed in closed session.

**MOTION TO AUTHORIZE AN INCREASE OF \$30,000 FOR A TOTAL OF \$45,000 FOR CLAIM # 3530000061**

Motion: Commissioner Sizemore  
Second: Commissioner Jones  
Roll Call Vote: Unanimous

**MOTION TO AUTHORIZE AN INCREASE OF \$75,616.99 FOR A TOTAL OF \$90,616.99 FOR CLAIM # 3530000771**

Motion: Commissioner Jones  
Second: Commissioner Sizemore  
Roll Call Vote: Unanimous

Chairman White noted the next Commission meeting would be on May 23, 2013.

**MOTION TO ADJOURN:**

Motion: Commissioner Jones  
Second: Commissioner Sizemore  
Roll Call Vote: Unanimous

**MEETING ADJOURNED: 10:35 AM**

Minutes prepared by: Cathy Dodd, Assisting Secretary

**GLOUCESTER COUNTY INSURANCE COMMISSION  
OPEN MINUTES  
MEETING – May 8, 2013  
WOODBURY, NJ 9:00 AM**

**2013 COMMISSIONERS:**

Gerald White, Chairman	Present
Dean Sizemore, Vice Chairman	Present
Tamarisk Jones	Present

**FUND PROFESSIONALS PRESENT:**

Executive Director	PERMA Risk Management Services <b>Joseph Hrubash</b>
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Claims Service	Conner Strong & Buckelew <b>Michelle Leighton</b>
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Attorney	Long Marmero & Associates <b>Doug Long, Esq.</b>
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**ALSO PRESENT:**

Matt Lyons, Gloucester County  
Michael Miano, Esq., Gordon & Rees, LLP  
Nancy Ghani, PERMA Risk Management Services

Mr. Miano stated for the record the following Resolution to authorize payment on the below item discussed in closed session.

Resolution for the settlement amount of \$100,000 in total, in which Jody Sandberg would dismiss her lawsuit and release the county and all of its employees, officers and divisions from any and all claims currently in the lawsuit or that could have been in lawsuit or that have arisen from her employment except for any obligations arising out the county's contributions into the pension fund docket number 11-1526 in United States District Court, District of New Jersey.

Motion:	Commissioner Jones
Second:	Commissioner Sizemore

Chairman White asked if there were any questions or comments. Commissioner Sizemore asked if Mr. Lyons was satisfied with the settlement and Mr. Lyons confirmed he was.

Roll Call Vote:	3 Ayes – 0 Nays
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**MOTION TO ADJOURN:**

Motion:	Commissioner Jones
Second:	Commissioner Sizemore
Roll Call Vote:	Unanimous

**MEETING ADJOURNED: 9:17AM**

Minutes prepared by: Nancy Ghani, Assisting Secretary

## **APPENDIX II**

THE GLOUCESTER COUNTY INSURANCE COMMISSION

Litigation Management Plan  
July 2012

## CONTENTS

### LITIGATION MANAGEMENT GUIDELINES

- I. Introduction
- II. Conflict of Interest
- III. Claims Administrator
- IV. Defense Counsel
- V. GCIC Attorney
- VI. Special Counsel
- VII. Interaction/Prompt Dispositions
- VIII. Fees and Expenses
- IX. Review of Legal Services
- X. Subrogation

### LITIGATION PROCESS AND REPORTS

- I. Sample Assignment Letter
- II. Initial Report to Defense Attorney
- III. Initial Acceptance of Assignment
- IV. Outline of Reports
- V. Defense Attorney's Suit Status Report
- VI. Affirmative Defenses Checklist
- VII. Pre ESP/Arbitration Report
- VIII. Post ESP/Arbitration Report
- IX. Pre-Trial Report
- X. Post-Trial Report
- XI. Workers' Compensation Report
- XII. Notice of Tort Claim Form



## **I. INTRODUCTION**

The Gloucester County Insurance Commission ("GCIC") was formed in order to secure certain insurance coverage and to provide control over risk management, an important element in this regard is relative to the proactive and effective management of litigation.

To achieve this fundamentally significant strategic goal, GCIC seeks to aggressively defend frivolous claims, promptly settle meritorious claims and aggressively use all available defenses including Title 59 immunities in a cost effective manner.

GCIC-approved Defense Attorneys are an important part of a team of professionals who have an impact on the GCIC's long term success. Actuaries, Auditors, Safety and Claims professionals, along with Risk Manager have worked together to properly fund the GCIC, to prevent and control claims and to practice sound risk management principles. The direct and active involvement of our members has and will contribute to GCIC's success.

The purpose of the litigation management plan is to outline the GCIC's philosophy of claims litigation, describe the roles and relationships of the parties to the litigation process and to supplement its Rules & Regulations and other policies established by the GCIC Commissioners

The GCIC has previously established via Resolution 43-10 an advisory Claims Committee with charter. The Claims Committee shall be composed of at least one representative from each member of the GCIC and each representative shall have one vote. The Claims Committee shall review and recommend for approval or denial all payment authorization requests in excess of fifteen thousand (\$15,000.00) dollars. It being the intent of the GCIC that all members be aware of all claims and have opportunity for meaningful input from inception to ultimate resolution of all claims.

GCIC has established a protocol for litigation management which will serve the best interests of the members and GCIC. The plan will define the parameters within which GCIC's defense counsel and claim personnel will operate during the course of litigation. GCIC believes an active and well-understood relationship between its Claims Administrator, Defense Counsel and Commission Attorney is essential to the continued success of GCIC.

The best possible protection for members will be provided when the above parties combine their

skills and effectively communicate from the inception of a complaint/petition to its ultimate disposition: It is imperative every expense associated with the defense or resolution of complaints/petitions be reasonably and necessarily incurred. GCIC simply cannot avoid the reality that it's "loss experience is composed of two factors it hopes to better control, those being loss and expense."

The GCIC must strive to eliminate the duplication of effort on the part of attorneys and claims specialists. The GCIC expects to identify and clarify pertinent issues at the earliest possible stage of litigation. Thereafter, it is necessary for this "team" to proceed immediately toward an expeditious, efficient and just conclusion of a complaint/petition. Disposition at the earliest possible date is highly desirable and in most cases is in the best interest of members.

## **II. CONFLICT OF INTEREST**

- A. No Defense Counsel or a member of his/her law firm shall be assigned the defense of a complaint/petition where the Defense Counsel or a member of his/her law firm serves as counsel to the member named in the complaint/petition unless the Commission attorney deems such representation appropriate.
- B. No Defense Counsel or a member of his/her law firm, appointed as Defense Counsel by GCIC shall represent an individual or entity in any matter, whether or not a formalized complaint or petition, against GCIC or any of its members, any other County Insurance Commission or its members, any CELJIF or its members, any municipal JIF or its members and any MEL or its members unless the GCIC Attorney deems such representation appropriate.
- C. GCIC shall have the option to terminate the appointment of Defense Counsel where the Defense Counsel or a member of his/her law firm has violated the above conflict of interest policy.

## **III. CLAIMS ADMINISTRATOR**

GCIC's designated Claims Administrator is its Claims Manager and is charged with the responsibility to vigilantly and proactively anticipate and initiate all reasonable action needed to control the claim and its cost for GCIC and its members. Thus, generally, Claim Administrator will typically retain primary responsibility for the

management of litigation from inception through final disposition. This process should be considered as the general rule. However, an exception to this general rule will be applicable in situations where the CELJIF requires that the defense of a particular claim is to be tendered to the excess carrier's Claims Administrator. In all other situations, the Claims Administrator will work closely with GCIC's Attorney and the selected Defense Counsel.

The Claims Administrator will conduct as complete an investigation as is necessary to evaluate the member's exposure and thereafter promptly pursue resolution of the claim and/or complaint/petition. If the Claims Administrator is unable to develop all necessary evidence and information through their investigative efforts, the Commission Attorney will be asked to assist the Claims Administrator.

Immediately upon receipt of a complaint/petition, the Commission Attorney shall assign Defense Counsel from GCIC's approved list to handle the member's defense. The GCIC Commissioners must be given prior notice before Defense Counsel has been assigned. Moreover, the final assignment will be confirmed in writing by the Claims Administrator to both the Defense Attorney and Commission Attorney.

During the pre-suit stage of proceedings, the Claims Administrator will forward the Tort Claim Notice to the GCIC as well as Douglas Long, Esquire, GCIC Solicitor, Long Marmero & Associates, LLP, 44 Euclid Street, Woodbury, N.J. 08096. The Claims Administrator will be responsible for investigating the claim. The proposed response to the Tort Claim Notice will be prepared by the Claims Administrator, who will forward same to Douglas Long, Esquire for review and approval. The Claims Administrator will be responsible for submitting the final version of the response to the claimant and/or his or her attorney.

#### **IV. DEFENSE COUNSEL**

Assigned Defense Counsel owe the GCIC member a fiduciary responsibility, which includes but is not limited to the highest degree of care and good faith during his/her professional representation. GCIC's contractual duty to provide a defense to the member encompasses the expectation Defense Counsel will take whatever measures are necessary to avoid or limit liability and damages. In all matters

Defense Counsel shall abide by New Jersey's Rules of Professional Conduct.

Once litigation begins, GCIC expects an aggressive approach to the case. Contact with the member and Plaintiff/Petitioner's Attorney should be made immediately. Indeed, Defense Counsel is urged to seek voluntary cooperation from the member and Plaintiff/Petitioner's Attorney so that essential facts and discovery can be exchanged informally and promptly. Interrogatories, document requests and other written discovery should routinely be filed. The need for depositions should be discussed with the Claims Administrator. Important evidence should be obtained promptly through the most efficient and cost effective means available. Generally, an aggressive gathering of information by Defense Counsel working with the Claims Administrator and the member will aid the prompt and efficient disposition process. Moreover, copies of all pertinent motions, pleadings, and other court filings which are served by the parties should be forwarded to the Claims Administrator in a timely manner.

It is essential the effort of Defense Counsel be in proportion to the seriousness of the matter in question and that Defense Counsel should confer with the Claims Administrator to determine how to bring each case/claim to a speedy and cost-effective conclusion. Neither the member nor GCIC are well served by exorbitant costs incurred in an easily-defensible matter. By way of example, generally speaking, defense expenditures should not exceed costs of any settlement of the action.

Within 15 days of assignment, Defense Counsel should forward a proposed litigation budget to the Claims Administrator for approval. Once the budget has been approved, Defense Counsel will be expected to comply with same. If, however, during the course of litigation, Defense Counsel feels that unforeseen matters require the budget to be reopened, it is expected that he or she will communicate this information to the Claims Administrator as quickly as possible. In such cases, Defense Counsel will be expected to submit a revised proposed budget to the Claims Administrator along with an explanation as to why additional attorney's fees/costs are required.

GCIC directs a partner with commensurate Title 59/Workers' Compensation experience will handle assigned matters\_ Associates should be assigned only where the complexity-of the matter does not exceed their experience.

In the event the Title 59/Workers' Compensation defense strategy is in question, it is incumbent upon Defense Counsel to discuss said strategy with the Claims Administrator, GCIC Attorney and/or Special Counsel if appropriate.

As soon as the issues are formed, Defense Counsel should seek to move the case forward. Delays in terminating litigation will generally not be in the best economic interest of GCIC and should, therefore, be avoided. However, GCIC understands that there may be delays that may result which are not within the control of defense counsel, such as those that may be attributable to Plaintiff or Petitioner. In such cases, it is incumbent upon Defense Counsel to communicate said rationale with the Claims Administrator.

## **V. GCIC ATTORNEY**

The GCIC Attorney is responsible for the overall legal conduct of GCIC as it relates to *N.J.S.A.40A:10-1 et. seq.*, Insurance, 1\1, I.S.A. 40A:11-1 *et. seq.*, N.J.S.A. 18A, as well as Local Public Contracts Law and in general all those bodies of law which affect the GCIC. In addition, the Fund Attorney shall assign and evaluate Defense Counsel.

The GCIC Attorney shall consult with the Claims Administrator on all complex conflict of interest questions. The GCIC Attorney is responsible for assisting the Claims Administrator in monitoring the cost and performance of Defense Counsel, assisting in the coordination of claims in litigation, participating in the planning of pre-trial and trial strategy and be provided settlement and release documents for review on behalf of the Fund. The GCIC Attorney shall attempt to resolve all disputes between the Claims Administrator and Defense Counsel so as to assure the orderly implementation of the policy and guidelines outlined herein.

## **VI. SPECIAL COUNSEL**

GCIC may elect to appoint an attorney(s) as Special Counsel, or may designate the GCIC Attorney as such. Special Counsel is appointed to provide early, proactive and deliberate defense strategy to the Claims Administrator, Defense Counsel, GCIC Attorney and GCIC when in the opinion of GCIC said person(s) possess unique and extensive, specialized experience in a matter relevant to the defense of the complaint/petition.

## **VII. INTERACTION/PROMPT DISPOSITION**

The efficient resolution of claims will depend upon the extent of cooperation and assistance the "Defense Team" extends to each other. Although we expect each professional to be responsible for his/her assigned tasks, these duties cannot be accomplished in a vacuum. The key to success is ongoing and frequent communications between all involved parties.

The Defense Attorney and Claims Administrator share the common goal of prompt disposition of all complaints/petitions. An exchange of views is encouraged in order to identify pertinent issues and outline the most effective course available to resolve the complaints/petitions in the best interest of GCIC and its members. Even though independent judgment must be exercised by Defense Counsel and Claims Administrator, the obligation to ensure the maintenance of open lines of communication is held equally by Defense Counsel and the Claims Administrator. Each party must be available to receive and exchange views whenever necessary.

Initially, the Claims Administrator and member should gather all investigative evidence and information either prior to or simultaneously with the defense assignment to avoid duplication of effort. Defense Counsel should thereafter promptly advise the Claims Administrator of such matters as the status of the case, any and all areas of legal exposure, the potential for recovery of sanctions for frivolous claims, the possibility of resolving the case on summary judgment, and the anticipated probability of success should the matter ultimately proceed to trial.

## **VIII. FEES AND EXPENSES**

Defense Counsel fees and related charges are the most significant portion of expense in the litigation cycle. Since legal fees are included in a member's "experience", it is essential that all expenses incurred in the defense or resolution of litigation be reasonable and necessary. Defense Counsel may find it necessary to research certain issues of law during the course of a complaint/petition. GCIC expects that Defense Counsel is familiar with most negligence, Title 59, and Workers' Compensation issues and, therefore, research would usually be limited to

confirming the law, or exploring unusual nuances on questions of law. A brief outline of the issues involved and an estimate of the associated expense should be submitted to the Claims Administrator prior to performing any significant research. Since the cost of research is included in overall expenses, GCIC should receive the conclusions, results and any memoranda produced as a result of this work.

Statements for legal services must comply with GCIC's approved fee schedule. Statements for services must be submitted on a quarterly basis and be itemized with expenditures in one-tenth of an hour increments. The date, description of the services rendered and identity of the persons providing such service must be provided for each entry. Appropriate documentation must be provided for out-of-pocket costs and disbursements. Each interim and final statement will reflect current outstanding fees plus cumulative paid fees and expenses from the inception of the legal activities of the file. The Claims Administrator will review all statements for services rendered and make inquiries to Defense Counsel on any items needing clarification.

## **IX. REVIEW OF LEGAL SERVICES**

Occasionally, GCIC may audit and review the legal product of retained Defense Counsel. It is expected that Defense Counsel will cooperate with GCIC and make available all files requested for review.

The review will address the overall quality of the work performed including but not limited to the following:

### **1. Services performed by retained Defense Counsel:**

- a. Did Counsel promptly contact the GCIC member and Claims Administrator?
- b. Did Counsel follow the initial instructions and guidelines set forth by the Claims Administrator and/or GCIC Attorney?
- c. Did Counsel file responsive pleadings in a timely manner?
- d. Did Counsel timely report to the Claims Administrator?
- e. Did Counsel properly perform authorized research?
- f. Did Counsel promptly perform and report all reasonable and necessary discovery?

g. Did Counsel effectively communicate with all necessary parties at all stages of the litigation?

h. Did Counsel aggressively move the case to a conclusion and was there a constant attempt to seek early disposition?

i. Did Counsel submit required reports on a complete and timely basis?

j. Did Counsel anticipate prospective areas of concern?

k. Did Counsel identify and communicate any areas that would lead to legal exposures?

**2.The fees for legal services rendered compared with the work performed:**

a. Generally speaking, were the billings reasonable?

b. Were the billings within the approved fee schedule?

c. Were the billings itemized to one-tenth of an hour?

d. Were the billings submitted at appropriate intervals?

e. Were the billings reflective of the work performed?

f. Were the services performed or the fees charged commensurate with the complexity of the case assigned?

**X. SUBROGATION**

The Claims Administrator, in consultation with the GCIC attorney, will determine whether or not a claim is appropriate for the GCIC to pursue reimbursement for any monies paid by the GCIC to recoup expenses on a loss that has been paid when another party or entity should be liable for paying at least a portion of said claim.

Should it be determined that any particular loss is appropriate for subrogation, the following procedure must be utilized:

The Claims Administrator will communicate with the responsible party seeking reimbursement.



If, however, the Claims Administrator is unable to obtain reimbursement from and/or cooperation of the responsible party, the Claims Administrator shall refer the subrogation to the GCIC Attorney.

If the GCIC attorney is unable to obtain reimbursement from and/or cooperation of the responsible party, the GCIC attorney, where appropriate, will pursue all legal remedies on behalf of the GCIC, including but not limited to filing a lawsuit.

#### LITIGATION PROCESS AND REPORTS

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## **I. ASSIGNMENT LETTER FROM CLAIMS ADMINISTRATOR**

RE: \_\_\_\_\_

INSURED/MEMBER: \_\_\_\_\_

CLAIM NO: \_\_\_\_\_

DATE OF LOSS: \_\_\_\_\_

Dear: \_\_\_\_\_

Enclosed herewith please find a copy of Summons and Complaint relative to the above captioned matter. Also enclosed is a copy of the pre-suit Tort Notice and response thereto.

The above-referenced enclosures are being forwarded to your office for the purposes of defending the interests of a member of the Gloucester County Insurance Commission ("GCIC"). Please file appropriate answering pleading(s) or motion(s) and defend this matter on GCIC's behalf. We have also enclosed our investigative reports and documentation. I, as well as the, GCIC Solicitor, should be kept apprised of the status of this matter. Please reference the claim file number on all correspondence.

You will be responsible for defending this cause of action. You must obtain advance approval from Inservco Insurance Services, Inc. ("Inservco") before transferring said responsibility to another attorney. In addition, you may use other attorneys to assist you in this case provided you first inform us of the specific attorney(s). You and your firm will comply with GCIC's policies and procedures relating to litigation including billing procedures and all reporting obligations. You and your firm must have no ethical or legal conflicts that would disqualify you or your firm from representing the defendant(s) insured by GCIC in this matter. If such a conflict of interest or a potential conflict arises, you will immediately notify me as well as the GCIC's Attorney.

Any investigation required in this matter is to be conducted through the offices of Inservco Insurance Services, Inc. Further, you must obtain prior authorization from me for the purposes of obtaining an independent medical examination or expert witness authorization. Kindly direct all such requests to my attention. Please send a copy of the Case Scheduling Order once received from the court. It is of the utmost importance that we are notified as soon as possible of the dates of discovery, motions, settlement and case management conferences and the anticipated trial date.

GCIC operates on a committee approval basis and authorization for settlement purposes must be submitted for committee approval. Since GCIC's claims committee meets once a month, settlement authority is not able to be given immediately in many circumstances. You should insure that you provide me with sufficient time to obtain the committees approval for settlement authority well in advance of court settlement conferences, arbitration hearings or trials

Please note that any requests for information concerning answers to interrogatories, arranging depositions with the member's employees and other requests for information or documents should be made through the GCIC Commissioner for the affected GCIC member, who can be reached at, with copies of the request going to me. Arrangements should not be made directly with the member's employee.

To ensure prompt payment submit all legal bills to my attention on a quarterly basis with the required quarterly report

Pursuant to OPRA, and pertinent case law, all releases, settlement agreements and/or Stipulations of Settlement are government records which must/shall be made available to the public by a government entity. Accordingly, it will be necessary for you to forward all releases, settlement agreements and/or stipulations of settlement to the Gloucester County Insurance Commission to keep on file as a public record. The designated custodian of records for the GCIC is the Executive Director. Therefore, please forward the original documents to the following. GCIC Executive Director c/o PERMA Risk Management Services, 401 Route 73 North, 40 Lake Center Executive Park, Marlton, New Jersey 08053 with a copy to Inservco.

Upon receipt of this letter please immediately acknowledge receipt of this assignment and your agreement to abide by its terms.

Thank you for your attention to the foregoing. Should you have any questions, or if any further information or clarification is required, please do not hesitate to contact me.

BY: \_\_\_\_\_

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

Enclosure - Initial Report to Defense Attorney  
cc GCIC Solicitor, Douglas Long, Esq.

## II. INTIAL REPORT TO DEFENSE ATTORNEY

Date:

To:

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RE: \_\_\_\_\_ v. \_\_\_\_\_

Docket No.: \_\_\_\_\_

Insured/Member: \_\_\_\_\_

Plaintiff: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Notice of Claim Filed: \_\_\_\_\_

Complaint Filed: \_\_\_\_\_

Claim File #: \_\_\_\_\_

Regarding the above matter:

- (1) There is/is not a question of coverage regarding the named member defendants.
- (2a) Presuit Torts Claim Notice was properly and sufficiently filed: YES \_\_NO \_\_
- (2b) Presuit Torts Claim Notice was not properly filed or was never filed. YES \_\_NO \_\_
- (3) Complaint was/was not properly filed and served.
- (4) We view this case as one of full/questionable/limited/no liability on the part of our insured/member with minimal/substantial exposure.

We enclose our file contents, which include: \_\_\_\_\_

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Description of Accident: \_\_\_\_\_

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Injuries/Treatment/Damages for each Plaintiff: \_\_\_\_\_

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

Title 59 Defenses and Immunities: \_\_\_\_\_

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

Comments and/or Instructions: \_\_\_\_\_

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

We look forward to working with you on this matter. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,  
**Inservco Insurance Services, Inc.**

\_\_\_\_\_  
By:

Enclosures - File contents

### III. INITIAL ACCEPTANCE OF ASSIGNMENT

CAPTION: \_\_\_\_\_

INSURED: \_\_\_\_\_

INSERVCO CLAIM NO: \_\_\_\_\_

DATE OF LOSS: \_\_\_\_\_

LAW FIRM INITIALLY ASSIGNED TO THIS MATTER: \_\_\_\_\_

TO: GLOUCESTER COUNTY INSURANCE COMMISSION (GCIC):

This law firm has been assigned the above captioned matter for litigation. We hereby make the following representations to the GCIC:

1. The name/contact information of the attorney who is responsible for the defense of this cause of action is: \_\_\_\_\_
2. The attorney assigned and this law firm have the requisite ability to handle this matter.
3. The attorney assigned will have the time available to properly represent the insured's, including preparation and attendance at all depositions, hearings, and trial.
4. If the assigned attorney is unable to attend depositions, arbitrations, court appearances, etc. prior authorization must be obtained from the GCIC attorney to send someone other than the assigned attorney.
5. This firm and the attorney assigned will comply with the GCIC's policies and procedures relating to litigation (including billing procedures).
6. This firm and the attorney assigned have no ethical or legal conflicts that would disqualify the firm or the attorney from representing the defendants insured by the GCIC in the pending litigation.

Law Firm: \_\_\_\_\_

By: \_\_\_\_\_

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

Original: Claim Adjuster \_\_\_\_\_

cc: GCIC Attorney – Douglas M. Long, Esquire

## **IV OUTLINE OF REPORTS**

### **1. Initial Acceptance**

Letter from defense attorney accepting terms of assignment is to be sent immediately after receipt of assignment.

### **2. Initial Report**

A comprehensive initial status report is due within 15 days of acceptance of assignment. The proposed budget is to accompany the initial report.

### **3. Quarterly Report**

This does not require an entire review of the file. They are due every 90 days after the receipt of the assignment.

### **4. Attorney's Six Month Report, 12 Month Report, and thereafter**

Generally, speaking, the next reports are due on six month intervals. In other words, a written report is due six month and 12 months, respectively, and in six month intervals thereafter.

However, more frequent reports should be proffered as developments warrant. In other words, should facts arise which change or modify the litigation process in either a positive or negative manner, defense counsel is expected to communicate this information in a timely manner rather than wait until the next scheduled report is due.

The items to be covered in this report include, but are not limited, to the following items:

- a. General statement of facts, with reference to relevant interrogatory answers and depositions (with emphasis on contested versus uncontested critical facts);
- b. Assessment of liability, with reference to statutory law and case law, if necessary. A critical assessment of credibility of parties, witnesses, and experts should be included in this analysis.
- c. Assessment of Plaintiff or Petitioner's counsel. In this regard, the report should address such matters as whether opposing counsel is a sole practitioner vs. member of a medium or large law firm, his or her expertise and success in litigating cases similar to the matter at issue in the instant lawsuit, and years of litigation expertise.
- d. Discussion of judge assigned to the case to include such topics as years on the bench and any "reputation" as being perceived as either more sympathetic to Plaintiffs or Defendants.

- e. Assessment of damages, with reference to the method of determination. If possible, the determination of damages should be broken down into the various components, such as pain and suffering, medical expenses (categorized as reimbursed or unreimbursed) lost wages, loss of services, property damage, etc. A critical assessment of credibility of parties, witnesses, and experts should be included in this analysis.

Settlement Status and Recommendations:

1. The status of settlement negotiations;
2. Overall assessment of the case value (what is the case worth considering b. and c.?); and
3. Recommendations for further investigation/discovery.



## V. DEFENSE ATTORNEYS SUIT STATUS REPORT

(To be completed 90 days upon receipt of assignment and updated every 90 days thereafter)

DATE OF REPORT: \_\_\_\_\_

CAPTION: \_\_\_\_\_

INSURED/MEMBER: \_\_\_\_\_

CLAIM NO: \_\_\_\_\_

DATE OF LOSS: \_\_\_\_\_

### A. General Information

1. PLAINTIFF

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Marital Status: \_\_\_\_\_

No. of Dependents: \_\_\_\_\_

2. CO-DEFENDANT(S)

3. THIRD PARTY DEFENDANT(S)

4. Have you received the contents of the file from \_\_\_\_\_?

Yes  No

### B. Litigation Information

1. Court:

Venue:

Jury Trial:  Yes  No

Bifurcation:  Yes  No

2. Designated Trial Counsel:

This Defendant: \_\_\_\_\_

Co-Defendant(s): \_\_\_\_\_

Plaintiff: \_\_\_\_\_

Third Party Defendant(s): \_\_\_\_\_

Plaintiff's Attorney's Experience: \_\_\_\_\_

3. Date Complaint Filed: \_\_\_\_\_



Have answers been fully responsive (specify which party)? If not, steps to obtain same: \_\_\_\_\_  
\_\_\_\_\_

**C. Preliminary Litigation Strategy**

1. Should any party(ies) be added:  
 Yes  No

If Yes, state name(s) and what has been (will be) done to add said party(ies):  
\_\_\_\_\_

2. Is (are) there any unknown party(ies)?  
 Yes  No

Have they been appropriately noted at time Answer filed?  
 Yes  No

Explain: \_\_\_\_\_  
\_\_\_\_\_

3. Will any preliminary Motions be required? (Venue, Jurisdiction, Title 59 defenses, Summary Judgment, etc.?)  
 Yes  No

State nature of Motion, factual basis for same, and return date or anticipated return date. (Be Specific)

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

4. Besides the standard negligence defenses, have any special defenses been asserted (e.g., Title 59 defenses?)  
 Yes  No

If Yes, state the nature of the defense and factual basis for same. (Provide the precise theory and provision under Title 59)

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

5. Do you suggest any additional investigation?

Yes  No

If Yes, explain in further detail: \_\_\_\_\_

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

6. Are any Motions by any party (including this defendant) to be anticipated at the completion of discovery?

Yes  No

If Yes, set forth nature of Motion and basis for same: \_\_\_\_\_

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

7. Do you anticipate the need for any type of expert witnesses on behalf of this defendant? (e.g., independent medical examination, accident reconstruction, etc.?)

Yes  No

Defense experts

Name and Firm

Subject matter (Be specific)

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

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

Are you aware of any experts for the Plaintiff?

Name Firm

Subject matter (Be specific)

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

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

**D. EXPOSURE INFORMATION**

1. DAMAGES

Medical Specials:  
Lost Wages:  
Property Damage:  
Amount of Above Reimbursed by Insurance:

2. ANTICIPATED LEGAL FEES

Legal Fees to Date: \_\_\_\_\_  
Cumulative Fees Through completion of discovery: \_\_\_\_\_  
Cumulative Fees Through completion of ESP/Arbitration: \_\_\_\_\_  
Cumulative Fees Through trial: \_\_\_\_\_

3. Has Discovery been completed? Yes \_\_\_\_ No \_\_\_\_  
If not, what further discovery is needed and from whom?

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MISCELLANEOUS COMMENTS BY DEFENSE ATTORNEY

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**NARRATIVE**

Due with every other quarterly report/to be attached by defense attorney.  
Cc: Original: Claim Adjuster: \_\_\_\_\_(w/enclosures)

GCIC Attorney – Douglas M. Long, Esquire 44 Euclid Street, Woodbury, New Jersey 08096 (w/o enclosures)

**VI.**  
**AFFIRMATIVE DEFENSE CHECKLIST**

Yes/No	Theory	Description	Factual Basis
	Common Law	Plaintiff failed to mitigate damages.	
	Common Law	Superseding, intervening event.	
	Common Law	Plaintiff assumed the risk.	
	Common Law, U.S. Constitution	Qualified immunity of police-good faith.	
	Common Law, R. 12(b)(6)	Failure to state a claim.	
	Common Law	Prosecutorial discretion.	
	Common Law, U.S. Constitution	Probably cause.	
	<u>N.J.S.A.</u> 59:4-4	Immunity from any allegation that injuries to plaintiff resulted from its failure to provide emergency warning signals.	
	<u>N.J.S.A.</u> 59:4-5	Immunity from prosecution on any allegation that injuries to plaintiff resulted from its failure to provide ordinary traffic signals.	
	<u>N.J.S.A.</u> 59:8-8	Plaintiff failed to file the proper Tort Claim Notice within time.	
Yes/No	Theory	Description	Factual Basis

	<u>N.J.S.A.</u> 59:9-4	Comparative negligence and/or contributory negligence.	
	<u>N.J.S.A.</u> 59:4-9	Immunity from any allegation that injuries to plaintiff resulted from the condition of unimproved and unoccupied portions of public property, as the condition complained of was not palpably unreasonable.	
	<u>N.J.S.A.</u> 59:4-8	Immunity from any allegation that injuries to plaintiff resulted from the condition of unimproved public property.	
	<u>N.J.S.A.</u> 59:4-6	Immunity from any allegation that injuries to plaintiff resulted from a plan or design of public property.	
	<u>N.J.S.A.</u> 59:3-7	Immunity from any allegation that injuries to plaintiff resulted from its failure to inspect, of the negligent inspection, of property.	
	<u>N.J.S.A.</u> 59:3-6	Immunity from any allegation that injuries to plaintiff resulted from the issuance, denial, suspension or revocation of any permit.	
Yes/No	Theory	Description	Factual Basis
	<u>N.J.S.A.</u> 2A:15-97	Demand for credit for any expenses paid by insurance or other third parties,	

		which are claimed as damages by plaintiff.	
	<u>N.J.S.A.</u> 59:2-2 and 59:3-2	Immunity from vicarious liability allegation based on an employee, servant or agent failing to enforce a law, or that any injuries resulted from an act or omission of any such employee, servant or agent. Pursuant to	
	<u>N.J.S.A.</u> 59:2-4	Immunity from allegation of failing to enforce a law.	
	<u>N.J.S.A.</u> 39:4-91	Defendant's vehicle had the right of way.	
	<u>N.J.S.A.</u> 59:9-2(d)	Insufficient pain and suffering – specials less than \$1,000. Threshold.	
	<u>N.J.S.A.</u> 59:2-3	Immunity from any allegation that injuries to plaintiffs resulted from an act or omission that fell within answering defendant's discretion.	
	<u>N.J.S.A.</u> 59:3-3	Immunity from any allegation that injuries to plaintiffs resulted from actions of its agents, servants and employees in executing or enforcing any law.	
Yes/No	Theory	Description	Factual Basis
	<u>N.J.S.A.</u> 59:4-2	Immunity from any allegation that injuries to plaintiff resulted from a dangerous condition on public property.	
	<u>N.J.S.A.</u>	Immunity from any	



	59:4-3	allegation that injuries to plaintiff resulted from a dangerous condition on public property – lack of notice.	
	<u>N.J.S.A.</u> 59:2-7	Immunity from any allegation that injuries to plaintiffs resulted from its failure to supervise a recreational facility.	
	<u>N.J.S.A.</u> 59:3-11	Immunity from allegation that injuries to plaintiffs resulted from actions of its agents, servants or employees in supervising a recreational facility.	
	<u>R.</u> 4:3-2(a)(2)	Improper venue.	
	Statute	Statute of limitations.	

## VII. PRE-ESP/ARBITRATION REPORT

**This report must be received at least five (5) working days prior to the scheduled ESP/Arbitration. (Form)**

This report must be submitted within five (5) working days after the ESP. This should not be a rehash of the facts of the case, only a report as to who attended the session, what the results were, the rationale of the arbitrators/panelists for arriving at their decision, and recommendations as to whether or not the case should be settled or brought to trial. (Form)

If appeal of an arbitration award is possible, your recommendations should be clearly and quickly **communicated** to the Claims Administrator verbally and in writing to ensure timely appeals.

DATE OF REPORT: \_\_\_\_\_

CAPTION: \_\_\_\_\_

INSURED/MEMBER: \_\_\_\_\_

CLAIM NO: \_\_\_\_\_

DATE OF LOSS: \_\_\_\_\_

1. Scheduled Date of ESP/Arbitration: \_\_\_\_\_

Is this matter ready to proceed to ESP/Arbitration?  Yes  No

If not, what needs to be completed?: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Name of attorney who will be handling the ESP/Arbitration: \_\_\_\_\_

\_\_\_\_\_

— 3. If different from original attorney, state why: \_\_\_\_\_

\_\_\_\_\_

4. If witnesses are to testify at the ESP/Arbitration, have proper arrangements been made for their attendance, including the service of subpoena?  Yes  No

If No, set forth why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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5. Summarize the defense case you intend to present: \_\_\_\_\_

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6. Attach a copy of any ESP/Arbitration memorandum you intend to submit.

7. Miscellaneous comments of defense counsel: \_\_\_\_\_

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cc: Original Claim Adjuster \_\_\_\_\_ (w/enclosures);  
GCIC Attorney, Douglas M. Long, Esquire, Long, Marmero & Associates, LLP, 44 Euclid  
Street, Woodbury, NJ 08096 (w/o enclosures)

## VII. POST-ESP/ARBITRATION REPORT

### TO BE SUBMITTED IMMEDIATELY UPON COMPLETION OF ESP/ARBITRATION

(Attach extra sheets, if necessary)

DATE OF REPORT: \_\_\_\_\_

CAPTION: \_\_\_\_\_

INSURED/MEMBER: \_\_\_\_\_

CLAIM NO: \_\_\_\_\_

DATE OF LOSS: \_\_\_\_\_

1. What was the assessment of liability placed on each of the parties by the panelists/arbitrators? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Attach copy of ESP/Arbitration decision and copy of Plaintiff's Memorandum.

3. What was the assessment of the Plaintiff's damages by the panelists/arbitrators? Be certain to clarify whether the assessment of damages for the full value of the Plaintiff's injuries or if the figure was simply the amount the panelists/arbitrators determined the Plaintiff should receive. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. (a) What were the names of the panelists/arbitrators? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Were the panelists/arbitrators Plaintiff or Defense attorneys? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Does Plaintiff's attorney indicate a willingness to settle this matter at the figure set forth by the panelists/arbitrators?  Yes  No

If No, set forth what (s)he would be willing to settle the case for and any reasoning (s)he gave you therefore: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. In your opinion, should the case be settled for the amount set forth by the panelists/arbitrators?  Yes  No

Explain, with reference to your opinion as to whether or not the case should be settled, and the amount which you would propose to offer. \_\_\_\_\_

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7. Should a Trial De Novo be requested on behalf of the client?  Yes  No

Explain: \_\_\_\_\_

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8. Additional comments by Defense counsel: \_\_\_\_\_

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cc: Original Claim Adjuster \_\_\_\_\_ (w/enclosures);  
GCIC Attorney, Douglas M. Long, Esquire, Long, Marmero & Associates, LLP, 44 Euclid  
Street, Woodbury, NJ 08096 (w/o enclosures)

**IX.**  
**PRE-TRIAL REPORT**  
**TO BE SUBMITTED AT LEAST SIXTY (60) DAYS**  
**PRIOR TO THE FIRST SCHEDULED DATE FOR TRIAL**  
(Attached extra sheets, if necessary)

DATE OF REPORT: \_\_\_\_\_  
CAPTION: \_\_\_\_\_  
INSURED/MEMBER: \_\_\_\_\_  
CLAIM NO.: \_\_\_\_\_  
DATE OF LOSS: \_\_\_\_\_

1. Is Discovery completed?  
 Yes  No If No, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Who will be trying the case on behalf of the client? \_\_\_\_\_  
\_\_\_\_\_

3. Scheduled trial date: \_\_\_\_\_

4. Have arrangements been made for all witnesses, including expert witnesses to appear at time of trial?  
 Yes  No If No, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Will any requests be made for special jury instructions?  
 Yes  No  
Explain: (If special request to be made, attach copies of same.)

6. Should any attempt be made to settle this matter prior to trial?  
 Yes  No Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. What is your assessment of the possibility of success if the matter is tried?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Law Firm: \_\_\_\_\_

By: \_\_\_\_\_  
Esquire

Cc: Original: Claim Adjuster: \_\_\_\_\_(w/enclosures)  
GCIC Attorney – Douglas M. Long, Esquire (w/o enclosures)

**X.**  
**POST-LITIGATION ANALYSIS**  
**TO BE SUBMITTED WITHIN TEN (10) DAYS**  
**OF COMPLETION OF LITIGATION**  
(Attach extra sheets, if necessary)

DATE OF REPORT: \_\_\_\_\_

CAPTION: \_\_\_\_\_

INSURED/MEMBER: \_\_\_\_\_

CLAIM NO.: \_\_\_\_\_

DATE OF LOSS: \_\_\_\_\_

1. This case was concluded by:  
 Settlement       Dismissal       Jury Verdict  
Set forth the final terms resulting from the Settlement of Trial of this matter:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How did this result compare with your analysis of the case throughout litigation?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Did this case conclude along the line of the ESP/Arbitration?  
 Yes  No  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. If tried to verdict, do you recommend filing an appeal?  
 Yes  No  
Do you anticipate any other party filing an appeal?  
 Yes  No

5. Did you receive proper cooperation from the claims adjuster?  
 Yes  No  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any recommendations how cooperation and communication between the defense attorney and the adjuster can be made better in the future?  
 Yes  No

Explain: \_\_\_\_\_  
\_\_\_\_\_



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6. Did you receive proper cooperation from the GCIC Attorney's office?

Yes  No

Explain: \_\_\_\_\_

\_\_\_\_\_

7. Were you satisfied with you and your firm's performance on behalf of the defendant in this matter?

Yes  No

If No, explain: \_\_\_\_\_

\_\_\_\_\_

8. Did you receive proper support services, such as investigation, from the adjustment agency?

Yes  No

If No, explain: \_\_\_\_\_

\_\_\_\_\_

9. If any expert witnesses were utilized in representing this defendant, whether medical or nonmedical evaluate each expert witness in terms of knowledge, abilities, cooperation with the defense, and their credibility. Would you use this expert in the future?

Yes  No

If No, explain: \_\_\_\_\_

\_\_\_\_\_

10. In dealing with the representative for the County local unit, did you receive their full cooperation?

Yes  No

Explain: \_\_\_\_\_

\_\_\_\_\_

11. Please utilize this space to make any post-litigation comments you may have. These comments should include reference to the administrative procedures of the GCIC, the degree of cooperation between and among the defense attorney, adjuster, GCIC Attorney, and municipal officials, and so forth.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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12. Have you filed the original release, settlement agreement and/or stipulation of settlement with the GCIC Executive Director with a copy to Inservco as requested in the initial assignment letter from Inservco?

Yes  No

Law Firm: \_\_\_\_\_

By: \_\_\_\_\_

Esquire

Cc: Original: Claim Adjuster: \_\_\_\_\_(w/enclosures)

GCIC Attorney: Douglas M. Long, Esquire (w/o enclosures)

**XI.**  
**GLOUCESTER COUNTY INSURANCE COMMISSION**  
**RESPONDENTS ATTORNEYS REPORT**  
**WORKERS' COMPENSATION CLAIMS**

TO: Gloucester County Insurance Commission  
c/o Inservco Insurance Services, Inc.  
3150 Brunswick Pike, Lawrenceville, NJ 08648

RE:

Petitioners Attorney:

Date of Accident:

Wage:  Accepted  Denied

Amount of Temp Paid:

Outline Medicals:

Third Party Attorney:

How Accident Occurred:

Compensable Diagnosis:

Issues in Dispute:

Exposure:

Recommendations/Resolution Strategy:

Petitioner's Evaluating Physicians:

Respondents Evaluating Physicians:

Needs to be Done:

Authority Extended:

Projected Defense Costs:

Projected Time for Resolution:

ACTIVITY LOG

**NOTICE OF TORT CLAIM AGAINST  
GLOUCESTER COUNTY, NEW JERSEY  
AND/OR ITS ENTITIES**

1. Identification of Claimant:

\_\_\_\_\_

Last Name	First	Middle
-----------	-------	--------

\_\_\_\_\_

Street Address	City	State	Zip Code
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\_\_\_\_\_

Date of Birth	Phone No.
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Marital Status:

\_\_\_\_\_

At time of incident	Currently
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Name of each person living with Claimant and relationship to Claimant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Post Office address where person presenting the claim desires notices to be sent:

\_\_\_\_\_

Street Address	City	State	Zip Code
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Relationship to Claimant: Attorney ( ), or \_\_\_\_\_

Relationship

3. Circumstances of the occurrence giving rise to the claim:

- A. Date: \_\_\_\_\_ Time: \_\_\_\_\_
- B. Give the exact location of occurrence (Indicate exact street address, if applicable)
- C. Describe in detail how the incident occurred.
- D. Provide the names and addresses of all eyewitnesses to the occurrence.
- E. Provide the names and addresses of all persons who have knowledge of the occurrence.
- F. Identify each and every Department, Division, Agency or Authority you claim is liable to you for any injury or property damages resulting from the occurrence.

G. Identify each and every employee you claim is liable to you for any injury or property damages resulting from the occurrence.

H. Describe in detail the negligence or wrongful acts of the entity's and/or employees that you claim caused your damages.

I. Identify each and every other person or entity you claim is liable to you for any injury, damage or loss resulting from the occurrence.

J. If you allege a dangerous condition of public property, describe such condition in detail, state the basis on which you claim the public entity was responsible for such condition, and give the date(s) on which you claim the public entity received notice of such condition.

K. State the names of each and every Police Officer, Police Department, law enforcement agency or joint agency that investigated the occurrence. Attach a copy of all written reports.

L. State the name and address of each expert witness retained by you and the subject matter each expert will address. Attach a copy of each expert report obtained by you.

4. Injury, damage or loss (check appropriate box)”

Personal Injury     Property Damage     Other – explain

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A. If you claim personal injury, describe in detail all injuries resulting from the occurrence.



B. Describe in detail all injuries you claim to be permanent.

C. If observed, tested, treated and/or confined to any hospitals as a result of the occurrence, state (a) the name and address of each hospital; (b) the dates of admission to and discharge from each hospital; (c) the nature of the testing and/or treatment of each hospital. Attach a copy of all hospital reports.

D. If diagnostic tests were taken, state (a) the name and address of each place where such test was taken; (b) the dates of each test; (c) the result or diagnosis of each test. Attach a copy of all test reports.

E. If treated by doctors, including psychiatrists or psychologists, state (a) the name and address of each doctor; (b) the dates of all treatments; (c) the nature of each treatment; (d) the last date of each treatment, or state if any treatment is continuing. Attach a copy of all medical reports.

F. If you have any physical impairment affecting your ordinary movements or senses that you allege resulted from the injury forming the basis of your claim, state in detail the nature of the impairment and what corrective device, support or appliance you use to alleviate the impairment.

G. If you claim that a previous injury has been aggravated or exacerbated, describe in detail such injury and provide the name and address of each and every doctor who treated you for such injury, the cause of the previous injury and the period during which you received such treatment.

H. If any treatment or surgery in the future has been recommended for the injury forming the basis of your claim, state the name and address of the doctor who has recommended such treatment or surgery, and the nature and extent of the treatment or surgery. Attach a statement of anticipated expenses for each treatment.

I. Describe in detail the nature and extent of all injuries you claim to be permanent. Attach a copy of all supporting medical reports.

J. Itemize any and all expenses incurred for hospitals, doctors and other medical personnel, diagnostic tests, care and appliances and indicate which expenses were paid by insurance coverage.

K. If employed at the time of the occurrence, state:

(1.) name and address of your employer

(2.) position held and the nature of your job duties

(3.) your average weekly wages for the year prior to the occurrence, attaching a copy of payroll stubs or other complete payroll record

(4.) period of time lost from employment, giving dates

(5.) total amount of lost wages to date, if any

(6.) if still out of work, expected date of return

(7.) List each and every source of income replacement, including but not limited to income continuation benefits, worker's compensation, social security, or public or private disability benefits.

K. If other loss of income, profit or earnings is claimed, (a) describe the nature of the loss; (b) give a detailed computation of the loss, including dates and total amount.

L. If you claim property damage:

(1.) describe the property that was damaged

(2.) give the present location and time when the property may be inspected

(3.) give the date the property was acquired

(4.) state the value of the property on the date of the occurrence

(5.) give a description of the damage

(6.) state the amount of loss being claimed

(7.) if the property was repaired, state by whom, the amount of the repair, attaching a copy of each repair estimate.

M. If any other losses are being claimed as a result of the occurrence, state the nature and dates of each item of loss, and give an complete itemize computation of each item of loss.

N. State whether you have agreed to receive any money from any person or entity for the damages claimed herein. If so, identify each such person or entity and set forth the details of each such agreement, and attach a copy of any written agreements.

O. Are any of the damages or losses for personal injury, property damage, wage loss or other loss covered by any policy of insurance? If so, specify each item loss covered, and state the name and address of the insurance company and policy number covering each item of loss.

**TAKE NOTICE** that, pursuant to N.J.S.A. 59:8-6, The County of Gloucester or its designee may require you to submit to a physical or mental examination by a physician of our choice.

**TAKE FURTHER NOTICE** that you may also be required to permit The County of Gloucester to inspect all appropriate records relating to your claim for liability and damages via written authorizations. Accordingly, please execute and return the attached authorizations for release of medical records and for release of employment/wage records.

I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false I am subject to punishment.

\_\_\_\_\_  
CLAIMANT

DATED: \_\_\_\_\_

Authorization for Release of Medical Records

HIPAA Compliant / Pursuant to 45 CFR 164.508

**THIS AUTHORIZATION MUST BE FULLY COMPLETED, SIGNED AND DATED**

TO: \_\_\_\_\_ RE: \_\_\_\_\_  
 Name of Healthcare Provider/Physician/Facility Patient Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security Number

I authorize the disclosure of all protected health information and I expressly request that the designated records custodian of all covered entities under HIPAA identified above disclose full and complete protected health information including the following:

- Complete patient chart/file including but not limited to office notes, treatment notes radiographic/diagnostic testing results etc.
- Complete patient chart/file including but not limited to office notes, treatment notes, radiographic/diagnostic testing results etc. from date of accident / / thru present.

[Provide description of information to be used or disclosed that identifies the information in a specific and meaningful fashion.]

*Note: Release of "psychotherapy notes" as defined in 45 CFR 164.501 requires completion of separate authorization form.*

Information about diagnosis or treatment for alcohol/substance abuse and HIV/AIDS may be disclosed as follows: (check all that apply)

- Yes, disclose HIV/AIDS information OR  No, do NOT disclose HIV/AIDS information
- Yes, disclose alcohol/drug abuse information OR  No, do NOT disclose alcohol/drug abuse information

This protected health information is disclosed for the following purposes:

- This disclosure is made at my request in compliance with 45 CFR 164.508(c)(1)(iv).

Description of legal proceeding Tort claim against Gloucester County or its entities:

\_\_\_\_\_

Other (describe)

\_\_\_\_\_

You are authorized to release the foregoing records to the following representatives of Gloucester County and its entities in the above-entitled matter who have agreed to pay reasonable charges made by you to supply copies of such records:

Inservco Insurance Services, Inc.

\_\_\_\_\_  
 Name of Representative

Third-Party Claims Administrator (duly appointed via GCIC Resolution)  
Representative Capacity (e.g., Attorney, Records Requestor, Agent, etc.)

3150 Brunswick Pike  
Street Address

Lawrenceville, NJ 08648  
City, State and Zip Code

This authorization does not apply to psychotherapy notes.

I acknowledge that I have the right to revoke this authorization, in writing, by sending written notification to you at the above-referenced address. However, I understand that any actions already taken in reliance on this authorization cannot be reversed, and my revocation will not affect those actions.

I acknowledge the potential for information disclosed pursuant to this authorization to be subject to redisclosure by the recipient and no longer to be protected under HIPAA privacy rules.

I understand that the covered entity to whom this authorization is directed may not condition treatment, payment, enrollment or eligibility benefits on whether or not I sign the authorization, unless a condition set forth at 45 CFR 164.508(b)(4) applies.

Any facsimile, copy or photocopy of the authorization shall authorize you to release the records herein.

This authorization shall be in force and effect until:

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

Event (describe): Dismissal or Settlement of Claim

\_\_\_\_\_  
**Signature of Patient or Personal Representative**

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

\_\_\_\_\_  
Name of Patient or Personal Representative

\_\_\_\_\_  
Description of Personal Representative's Authority to Sign for Patient (attach documents that show authority)

\_\_\_\_\_  
**Witness Signature**

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



**Authorization and Request for Employment Records  
(Accident/Loss of Income)**

To: \_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Address

\_\_\_\_\_

Re: \_\_\_\_\_

\_\_\_\_\_  
Social Security Number

You are hereby requested and authorized to furnish to the following representatives of Gloucester County and its entities whose name and address is:

**Inservco Ins. Services, Inc.  
3150 Brunswick Pike  
Lawrenceville, NJ 08648**

the information requested below, concerning my loss of wages or earnings as a result of an accident which occurred on \_\_\_\_\_.

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

\_\_\_\_\_  
Employee

1. Occupation and kind of work
  
2. How long employed by you prior to date of accident
  
3. Average number of hours per day
  
4. Average number of days per week
  
5. Date stopped work
  
6. Date returned to work
  
7. Wages or earnings before date of accident: Hourly rate \$  
Average regular weekly pay \$                      Average weekly overtime pay \$
  
8. Wages or earnings after date of accident: Hourly rate \$

Average regular weekly pay \$

Average weekly overtime pay \$

**9.** If any wages or earnings were paid to employee for period during which he/she was out:

(a) how much was paid (total) \$

(b) for what period

(c) nature of payment

ADDITIONAL REMARKS:

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

\_\_\_\_\_  
Title

Authorization and Request for  
Employment Records  
(History Status)

To: \_\_\_\_\_ RE: \_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Social Security Number

You are hereby requested and authorized to furnish to the following representatives of Gloucester County and its entities whose name and address is:

**Inservco Ins. Services, Inc.**  
**3150 Brunswick Pike**  
**Lawrenceville, NJ 08648**

any and all records, reports, notes, charts or other information you may have regarding my past or present employment . Please provide copies of the foregoing along with any other requested information. I would appreciate your full cooperation.

Dated: \_\_\_\_\_, \_\_\_\_\_, Employee

Additional Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CONSENT TO RELEASE FORM

\_\_\_\_\_, hereby authorize the Centers for Medicare & Medicaid Services (CMS), its agents and/or contractors, to disclose, discuss and/or release, orally or in writing, information related to my injury claim dated \_\_/\_\_/\_\_ and/or settlement, Medicare Set Aside, or conditional payments to Inservco Ins. Services, Inc. This consent is for my injury claim dated \_\_/\_\_/\_\_ and is on an ongoing basis. An additional consent to release will not be necessary unless or until I revoke this authorization (which must be in writing).

\_\_\_\_\_  
Claimant's Signature

\_\_\_\_\_  
Please Print Name Here

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date Signed