

**UNION COUNTY INSURANCE FUND COMMISSION
AGENDA AND REPORTS
SEPTEMBER 23, 2020**

**COUNTY OF UNION
ADMINISTRATION BUILDING – 6TH FLOOR
FREEHOLDER CONFERENCE ROOM
10 ELIZABETHTOWN PLAZA
ELIZABETH, NJ
10:00 AM**

**To attend the meeting via teleconference
Dial 1-312-626-6799 and enter Meeting ID: 579 506 9590**

OR

**Join Zoom Meeting via Computer Link
<https://zoom.us/j/5795069590>**

OPEN PUBLIC MEETINGS ACT - STATEMENT OF COMPLIANCE

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

- I. Advertising the notice in the Star Ledger and Westfield Leader**
- II. Filing advance written notice of this meeting with the Commissioners of the Union County Insurance Fund Commission; and**
- III. Posting notice on the Public Bulletin Board of the Office of the County Clerk**

UNION COUNTY INSURANCE FUND COMMISSION AGENDA
OPEN PUBLIC MEETING: September 23, 2020
ADMINISTRATION BUILDING – 6TH FLOOR
FREEHOLDER CONFERENCE ROOM
10 ELIZABETHTOWN PLAZA
ELIZABETH, NJ
10:00 AM

- ☐ **MEETING CALLED TO ORDER - OPEN PUBLIC MEETING NOTICE READ**
 - ☐ **ROLL CALL OF COMMISSIONERS**
 - ☐ **APPROVAL OF MINUTES:** July 15, 2020 Open MinutesAppendix I
July 15, 2020 Closed Minutes.....sent via e-mail
 - ☐ **CORRESPONDENCE: None**
 - ☐ **COMMITTEE REPORTS**
 - Safety Committee: Verbal
 - Claims Committee: Verbal
 - ☐ **EXECUTIVE DIRECTOR/ADMINISTRATOR – PERMAPages 3-12**
 - ☐ **TREASURER – Bibi Taylor**
 - Resolution 26-20 September Bill List – Motion.....Page 13
 - June Treasurer Reports..... Pages 14-15
 - ☐ **ATTORNEY – Bruce H. Bergen, Esq..... Verbal**
 - ☐ **CLAIMS SERVICE - PERMA Verbal**
 - ☐ **CLAIMS SERVICE – D&H Alternate Risk Solutions, Inc. Verbal**
 - ☐ **MANAGED CARE – First MCO**
 - Monthly Report..... Pages 16-18
 - ☐ **NJCE SAFETY DIRECTOR – J.A. Montgomery Consulting**
 - Monthly Report..... Pages 19-25
 - ☐ **OLD BUSINESS**
 - ☐ **NEW BUSINESS**
 - ☐ **PUBLIC COMMENT**
 - ☐ **EXECUTIVE SESSION – in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(B)**
 - N.J.S.A 10:4-12 Statement.....Page 26
 - Motion to go into Executive Session
 - Motion to return to Open Session
 - ☐ **APPROVAL OF PARS - Motion**
-
- ☐ **MEETING ADJOURNMENT**
 - ☒ **NEXT SCHEDULED MEETING: October 21, 2020 ADMINISTRATION BUILDING, 6TH FLOOR, FREEHOLDER CONFERENCE ROOM, 10 ELIZABETHTOWN PLAZA, ELIZABETH, NJ**

UNION COUNTY INSURANCE FUND COMMISSION

9 Campus Drive, Suite 216
Parsippany, NJ 07054
Telephone (201) 881-7632 Fax (201) 881-7633

Date: September 23, 2020

Memo to: Commissioners of the Union County Insurance Fund Commission

From: PERMA Risk Management Services

Subject: Executive Director's Report

- ☐ **Cares Act Cononavirus Relief Funds Grant (Page 5)** – The Fund Office completed the Cares Act Cononavirus Relief Fund Grants Municipal Intake Sheet on behalf of the Insurance Commission relating to the employee work related claims from COVID. As respect to supporting documentation, D&H provided the loss runs for COVID related workers compensation claims. D&H also provided the applicable check register for amounts paid to date. The Cares Act Submission also requires a resolution for acceptance and use of funds. Attached on page 5 is Resolution 25-20 prepared by the Commission Attorney. A copy of the Cares Act Subgrant Award Agreement is included in Appendix II of the agenda.

☐ **Motion to adopt Resolution 25-20**

- ☐ **Professional Contracts** – The Commission Auditor Contract with Suplee, Clooney & Company will expire on September 30, 2020. The Commission Actuary Contract with Actuarial Advantage expires on December 31, 2020. As we did last year the Fund Office will prepare and advertise the RFP for both positions.

☐ **Motion to authorize the Fund Office to prepare and issue RFP's for the Commission Auditor and Commission Actuary positions**

The Fund Office will work with the Commission Attorney on issuing an RFP for the Executive Director position. The Executive Director's contract also expires on December 31, 2020.

- ☐ **Union County Membership** – Union County's membership in the Union County Insurance Fund Commission will renew on January 1, 2021. The Fund Office sent a copy of an Indemnity & Trust Agreement along with a sample resolution authorizing the renewal membership in the Commission to the Commission Attorney and Chairperson. Commission Attorney advises he is reviewing the paperwork.
- ☐ **Certificate of Insurance Report (Pages 6-7)** – Attached on pages 6-7 are the certificate of insurance issuance reports from the NJCE listing those certificates issued during the month of July and August. There were 2 certificates issued during the month of July and 1 for the month of August.

☐ **Motion to approve the certificate of insurance report**

- ❑ **NJ Counties Excess Joint Insurance Fund (NJCE)** The next meeting of the NJCE is scheduled for September 24, 2020 at 9:30 AM.
- ❑ **UCIFC Financial Fast Track (Page 8)** - Included in the agenda on page 8 is a copy of the Financial Fast Track for the month of June. As of **June 30, 2020** there is a statutory surplus of **\$4,299,906**. Line 10 of the report, “Investment in Joint Venture” is the Union County Insurance Fund Commission’s share of the equity in the NJCE, **\$2,145,301**. The total cash amount is **\$10,515,889**.
- ❑ **NJCE Property & Casualty Financial Fast Track (Pages 9-10)** – Included in the agenda on pages 9-10 is a copy of the Financial Fast Track for the month of June. As of **June 30, 2020** the Fund has a surplus of **\$16,528,932**. Line 7 of the report, “Dividend” represents the dividend figure released by the NJCE, **\$3,607,551**. The cash amount is **\$25,355,956**.
- ❑ **Claims Tracking Reports (Pages 11-12)** – Included in the agenda on pages 11-12 are copies of the Claim Activity Report and the Claims Management Report Expected Loss Ratio Analysis report as of June 30, 2020. The Executive Director will review the reports with the Commission.
- ❑ **2021 Renewal – Underwriting Data Collection** – The Origami System was launched as part of the 2021 Exposure Renewal Process. The 2021 Property and Casualty Budget is reliant on a number of factors including updated renewal applications and exposure data. The deadline to complete the renewal process was September 9, 2020. We ask that any outstanding items be completed within the next few days. We want to thank everyone involved in uploading the renewal information into the Origami System.
- ❑ **NJCE Best Practices Workshop, 2020 Virtual Edition** – The 9th Annual NJCE Best Practices Workshop is scheduled to be a Zoom Webinar on Thursday, October 29, 2020. The workshop will be approximately 2.5. to 3 hours. Topics are the NJCE JIF, Renewal Overviews and Recommendations, BRIT Safety Grant Successes and Future Projects and implications of COVID-19. We ask you to save the date and more information will follow.
- ❑ **2020 New Jersey Association of Counties Conference:** This annual conference rescheduled for October has been replaced with a series of educational virtual workshops on COVID-19 matters to be held between September 30th and November 11th.
- ❑ **2020 MEL & MRHIF & NJCE Educational Seminar:** This annual seminar originally scheduled for May 1st has been cancelled indefinitely.
- ❑ **NJCE 10th Year Anniversary:** 2020 marks the 10th anniversary since the Fund’s inception. We hope to schedule a luncheon meeting honoring this milestone in early 2021.

**UNION COUNTY INSURANCE FUND COMMISSION
COUNTY OF UNION, STATE OF NEW JERSEY
RESOLUTION No. 25-20**

WHEREAS, the United States Congress has enacted the Coronavirus Aid Relief and Economic Security Act (the “CARES Act”) for, among other reasons, providing relief for economic damage caused to states, counties and municipalities by the COVID-19 health crisis; and

WHEREAS, the County of Union has received CARES Act funds from the United States Treasury (the "Stimulus Funds") to be used to reimburse the County and municipalities and agencies within the County, including the Union County Insurance Fund Commission, due to economic damage caused by the COVID-19 health crisis; and

WHEREAS, the Freeholders of the County of Union have determined that it is in the best interest of the citizens of Union County to dedicate a share of the funding to reimburse municipalities and agencies for COVID-19 related costs and expenses under the Stimulus Funds through a reimbursement agreement; and

WHEREAS, the Union County Insurance Fund Commission wishes to enter into agreement with the County of Union to receive reimbursement from the Stimulus Funds of COVID-19 related costs and damages, to the extent available and applicable, in an amount not to exceed \$450,000.00 for the period of March 1, 2020 through December 15, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Union County Insurance fund Commission, in the County of Union, New Jersey that the Chair is hereby authorized to execute a Reimbursement Agreement with the County of Union according to the terms and conditions and in substantially the form attached hereto.

ADOPTED:

By _____
CHAIR DATE

ATTEST:

VICE CHAIR

Union County Insurance Commission

Certificate of Insurance Monthly Report

From 7/1/2020 To 8/1/2020

Holder (H)/ Insured Name (I)	Holder / Insured Address	Description of Operations	Issue Date/ Cert ID	Coverage
H - SP Reserve Urban Renewal I - County of Union	929 Route 202 Raritan, NJ 08869	Company D: XS Worker Compensation Policy Limits: Statutory x \$1,000,000, XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term: 01/01/2020 - 01/01/2021 Policy #: SP4059717 RE: UC Prosecutor SWAT Team Training SP Reserve Urban Renewal and its affiliates are an Additional Insured on a Primary/Non-Contributory basis on the above-referenced Commercial General Liability, Auto Liability and Excess Liability Policies if required by written contract as respects to UC Prosecutor SWAT Team Training Waiver of Subrogation applies in favor of SP Reserve Urban Renewal and its affiliates as respects the General Liability, Auto Liability and Excess Liability Coverages shown.	7/8/2020 #2546498	GL AU EX WC OTH
H - Dept of Community Affairs I - County of Union	Div of Housing Community Resources 101 South Broad Street PO Box 811 Trenton, NJ 08625	Company D: XS Worker Compensation Policy Limits: Statutory x \$1,000,000, XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term: 01/01/2020 - 01/01/2021 Policy #: SP4059717 Company E: Crime; Policy Term: 01/01/2020 - 01/01/2021; Policy #063813057; Policy Limits: \$1,000,000 Evidence of Insurance.	7/8/2020 #2546500	GL AU EX WC OTH
Total # of Holders: 2				

Union County Insurance Commission

Certificate of Insurance Monthly Report

From 8/1/2020 To 9/1/2020

Holder (H)/ Insured Name (I)	Holder / Insured Address	Description of Operations	Issue Date/ Cert ID	Coverage
H - Union County Division of Motor I - County of Union	Vehicles 79 W. Grand Street Elizabeth, NJ 07202	Company D: XS Worker Compensation Policy Limits: Statutory x \$1,000,000, XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term: 01/01/2020 - 01/01/2021 Policy #: SP4059717 Evidence of Insurance with respect to NJ-MVC Private Inspection Facility License.	8/24/2020 #2577143	GL AU EX WC OTH
Total # of Holders: 1				

UNION COUNTY INSURANCE COMMISSION						
FINANCIAL FAST TRACK REPORT						
		AS OF	June 30, 2020			
ALL YEARS COMBINED						
		THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE	
1.	UNDERWRITING INCOME	427,071	2,562,425	10,722,301	13,284,726	
2.	CLAIM EXPENSES					
	Paid Claims	9,853	754,462	2,558,639	3,313,102	
	Case Reserves	53,332	1,217,074	2,445,172	3,662,245	
	IBNR	(302,292)	422,504	3,904,473	4,326,977	
	Excess Insurance Recoverable	(246,095)	(246,095)	0	(246,095)	
	Discounted Claim Value	15,932	(19,813)	(141,069)	(160,882)	
	TOTAL CLAIMS	(469,270)	2,128,133	8,767,214	10,895,347	
3.	EXPENSES					
	Excess Premiums	0	0	0	0	
	Administrative	15,315	94,111	361,839	455,951	
	TOTAL EXPENSES	15,315	94,111	361,839	455,951	
4.	UNDERWRITING PROFIT (1-2-3)	881,026	340,181	1,593,247	1,933,428	
5.	INVESTMENT INCOME	5,716	40,832	180,345	221,177	
6.	PROFIT (4 + 5)	886,742	381,013	1,773,593	2,154,605	
7.	CEL APPROPRIATION CANCELLATION	0	0	0	0	
8.	DIVIDEND INCOME	0	0	0	0	
9.	DIVIDEND EXPENSE	0	0	0	0	
10.	INVESTMENT IN JOINT VENTURE	18,995	73,903	2,071,398	2,145,301	
11.	SURPLUS (6 + 7 + 8 - 9)	905,737	454,916	3,844,990	4,299,906	
SURPLUS (DEFICITS) BY FUND YEAR						
	2018	19,864	(56,154)	3,701,526	3,645,372	
	2019	515,493	340,498	143,464	483,962	
	2020	370,380	170,571		170,571	
TOTAL SURPLUS (DEFICITS)		905,737	454,916	3,844,990	4,299,906	
TOTAL CASH						
					10,515,889	
FUND YEAR 2018						
	Paid Claims	28,624	134,571	1,644,242	1,778,813	
	Case Reserves	23,153	325,090	986,263	1,311,354	
	IBNR	(67,930)	(422,538)	1,380,364	957,825	
	Discounted Claim Value	2,660	2,987	(51,942)	(48,955)	
	TOTAL FY 2018 CLAIMS	(13,494)	40,110	3,958,927	3,999,037	
FUND YEAR 2019						
	Paid Claims	48,789	332,111	914,397	1,246,508	
	Case Reserves	(36,947)	92,789	1,458,908	1,551,697	
	IBNR	(535,582)	(715,963)	2,524,109	1,808,146	
	Discounted Claim Value	13,077	14,004	(89,127)	(75,123)	
	TOTAL FY 2019 CLAIMS	(510,663)	(277,060)	4,808,287	4,531,227	
FUND YEAR 2020						
	Paid Claims	(67,560)	287,781		287,781	
	Case Reserves	67,127	799,194		799,194	
	IBNR	301,220	1,561,006		1,561,006	
	Excess Insurance Recoverable	(246,095)	(246,095)		(246,095)	
	Discounted Claim Value	195	(36,804)		(36,804)	
	TOTAL FY 2020 CLAIMS	54,887	2,365,082	0	2,365,082	
COMBINED TOTAL CLAIMS		(469,270)	2,128,133	8,767,214	10,895,347	
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	June 30, 2020		
ALL YEARS COMBINED						
			THIS	YTD	PRIOR	FUND
			MONTH	CHANGE	YEAR END	BALANCE
1.	UNDERWRITING INCOME		2,084,585	12,507,510	163,505,481	176,012,991
2.	CLAIM EXPENSES					
		Paid Claims	19,615	993,524	4,975,775	5,969,298
		Case Reserves	224,556	1,391,319	5,846,623	7,237,942
		IBNR	328,310	1,324,603	9,810,443	11,135,046
		Discounted Claim Value	(50,328)	(223,345)	(1,471,830)	(1,695,175)
	TOTAL CLAIMS		522,153	3,486,100	19,161,011	22,647,111
3.	EXPENSES					
		Excess Premiums	1,271,354	7,628,123	113,746,590	121,374,714
		Administrative	157,987	961,578	12,402,903	13,364,481
	TOTAL EXPENSES		1,429,341	8,589,701	126,149,494	134,739,195
4.	UNDERWRITING PROFIT (1-2-3)		133,091	431,709	18,194,976	18,626,685
5.	INVESTMENT INCOME		11,524	389,314	1,120,484	1,509,799
6.	PROFIT (4+5)		144,614	821,023	19,315,460	20,136,484
7.	Dividend		0	0	3,607,551	3,607,551
8.	SURPLUS (6-7-8)		144,614	821,023	15,707,909	16,528,933
SURPLUS (DEFICITS) BY FUND YEAR						
	2010		231	8,516	543,904	552,420
	2011		300	127,891	836,289	964,180
	2012		494	20,072	1,013,486	1,033,558
	2013		675	(156,349)	1,438,925	1,282,576
	2014		1,187	(129,082)	2,887,430	2,758,348
	2015		1,260	139,063	1,229,755	1,368,817
	2016		1,531	(394,418)	3,388,065	2,993,647
	2017		1,622	(99,406)	1,257,423	1,158,016
	2018		1,557	148,413	2,119,126	2,267,539
	2019		1,657	376,969	993,507	1,370,476
	2020		134,100	779,355		779,355
TOTAL SURPLUS (DEFICITS)			144,614	821,023	15,707,909	16,528,932
TOTAL CASH						25,355,956

NEW JERSEY COUNTIES EXCESS JIF FINANCIAL FAST TRACK REPORT AS OF June 30, 2020 ALL YEARS COMBINED					
	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE	
CLAIM ANALYSIS BY FUND YEAR					
FUND YEAR 2010					
Paid Claims	0	0	171,840	171,840	
Case Reserves	0	0	(0)	(0)	
IBNR	0	1,061	10,466	11,527	
Discounted Claim Value	0	(77)	(983)	(1,060)	
TOTAL FY 2010 CLAIMS	0	985	181,322	182,306	
FUND YEAR 2011					
Paid Claims	2,850	103,553	519,228	622,781	
Case Reserves	(2,850)	(205,090)	214,527	9,437	
IBNR	0	(35,954)	46,091	10,137	
Discounted Claim Value	0	22,501	(24,930)	(2,428)	
TOTAL FY 2011 CLAIMS	0	(114,989)	754,916	639,927	
FUND YEAR 2012					
Paid Claims	332	2,866	1,551,733	1,554,599	
Case Reserves	8,868	7,132	75,090	82,221	
IBNR	(9,200)	(11,768)	64,097	52,329	
Discounted Claim Value	0	276	(12,804)	(12,528)	
TOTAL FY 2012 CLAIMS	0	(1,495)	1,678,116	1,676,621	
FUND YEAR 2013					
Paid Claims	(57,217)	198,798	646,873	845,672	
Case Reserves	(50,996)	(54,812)	644,280	589,468	
IBNR	108,213	45,050	105,073	150,123	
Discounted Claim Value	0	(4,333)	(76,642)	(80,975)	
TOTAL FY 2013 CLAIMS	0	184,703	1,319,585	1,504,288	
FUND YEAR 2014					
Paid Claims	1,902	7,022	442,532	449,553	
Case Reserves	5,098	181,100	332,716	513,816	
IBNR	(7,000)	3,458	178,256	181,714	
Discounted Claim Value	0	(19,960)	(42,871)	(62,831)	
TOTAL FY 2014 CLAIMS	0	171,619	910,633	1,082,252	
FUND YEAR 2015					
Paid Claims	6,313	72,312	763,735	836,048	
Case Reserves	(6,313)	77,195	1,897,750	1,974,945	
IBNR	0	(256,717)	511,194	254,477	
Discounted Claim Value	0	14,163	(172,551)	(158,387)	
TOTAL FY 2015 CLAIMS	0	(93,046)	3,000,129	2,907,082	
FUND YEAR 2016					
Paid Claims	62	3,504	320,211	323,715	
Case Reserves	(62)	557,620	647,770	1,205,390	
IBNR	0	(98,326)	305,258	206,931	
Discounted Claim Value	0	(20,758)	(69,661)	(90,419)	
TOTAL FY 2016 CLAIMS	0	442,040	1,203,578	1,645,617	
FUND YEAR 2017					
Paid Claims	601	(1,031)	68,152	67,121	
Case Reserves	97,601	301,194	1,525,070	1,826,264	
IBNR	(98,201)	(131,900)	2,088,218	1,956,317	
Discounted Claim Value	0	(12,888)	(292,128)	(305,016)	
TOTAL FY 2017 CLAIMS	0	155,375	3,389,312	3,544,686	
FUND YEAR 2018					
Paid Claims	64,610	77,555	243,786	321,341	
Case Reserves	5,772	61,215	161,698	222,913	
IBNR	(70,382)	(243,701)	2,419,495	2,175,794	
Discounted Claim Value	0	10,328	(290,608)	(280,280)	
TOTAL FY 2018 CLAIMS	0	(94,603)	2,534,370	2,439,768	
FUND YEAR 2019					
Paid Claims	162	302,926	247,685	550,610	
Case Reserves	149,838	58,064	347,722	405,786	
IBNR	(150,000)	(747,767)	4,082,295	3,334,528	
Discounted Claim Value	0	69,501	(488,652)	(419,152)	
TOTAL FY 2019 CLAIMS	0	(317,278)	4,189,050	3,871,772	
FUND YEAR 2020					
Paid Claims	0	226,018		226,018	
Case Reserves	17,602	407,702		407,702	
IBNR	554,879	2,801,167		2,801,167	
Discounted Claim Value	(50,328)	(282,098)		(282,098)	
TOTAL FY 2020 CLAIMS	522,153	3,152,790	0	3,152,790	
COMBINED TOTAL CLAIMS	522,153	3,486,100	19,161,011	22,647,111	

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.

Union County Insurance Commissions				
CLAIM ACTIVITY REPORT				
AS OF JUNE 30, 2020				
COVERAGE LINE- PROPERTY				
CLAIM COUNT - OPEN CLAIMS				
Year	2018	2019	2020	TOTAL
May-20	1	3	3	7
June-20	1	1	4	6
NET CHGE	0	-2	1	-1
Limited Reserves				\$43,571
Year	2018	2019	2020	TOTAL
May-20	\$0	\$0	\$7,926	\$7,926
June-20	\$0	\$0	\$261,426	\$261,426
NET CHGE	\$0	\$0	\$253,500	\$253,500
Ltd Incurred	\$290,449	\$116,593	\$351,773	\$758,815
COVERAGE LINE- GENERAL LIABILITY				
CLAIM COUNT - OPEN CLAIMS				
Year	2018	2019	2020	TOTAL
May-20	20	39	18	77
June-20	11	29	25	65
NET CHGE	-9	-10	7	-12
Limited Reserves				\$5,673
Year	2018	2019	2020	TOTAL
May-20	\$276,607	\$66,583	\$16,839	\$360,029
June-20	\$272,982	\$73,506	\$22,284	\$368,772
NET CHGE	(\$3,625)	\$6,923	\$5,445	\$8,743
Ltd Incurred	\$380,692	\$99,348	\$22,284	\$502,324
COVERAGE LINE- AUTO LIABILITY				
CLAIM COUNT - OPEN CLAIMS				
Year	2018	2019	2020	TOTAL
May-20	2	3	3	8
June-20	2	2	2	6
NET CHGE	0	-1	-1	-2
Limited Reserves				\$17,180
Year	2018	2019	2020	TOTAL
May-20	\$51,000	\$3,077	\$1,500	\$55,577
June-20	\$100,000	\$2,077	\$1,000	\$103,077
NET CHGE	\$49,000	(\$1,000)	(\$500)	\$47,500
Ltd Incurred	\$123,110	\$9,816	\$1,731	\$134,657
COVERAGE LINE- WORKERS COMP.				
CLAIM COUNT - OPEN CLAIMS				
Year	2018	2019	2020	TOTAL
May-20	32	40	114	186
June-20	33	40	48	121
NET CHGE	1	0	-66	-65
Limited Reserves				\$24,206
Year	2018	2019	2020	TOTAL
May-20	\$960,594	\$1,518,984	\$705,803	\$3,185,381
June-20	\$938,372	\$1,476,114	\$514,485	\$2,928,971
NET CHGE	(\$22,222)	(\$42,870)	(\$191,318)	(\$256,411)
Ltd Incurred	\$2,295,916	\$2,569,468	\$711,187	\$5,576,571
TOTAL ALL LINES COMBINED				
CLAIM COUNT - OPEN CLAIMS				
Year	2018	2019	2020	TOTAL
May-20	55	85	138	278
June-20	47	72	79	198
NET CHGE	-8	-13	-59	-80
Limited Reserves				\$18,496
Year	2018	2019	2020	TOTAL
May-20	\$1,288,201	\$1,588,644	\$732,067	\$3,608,913
June-20	\$1,311,354	\$1,551,697	\$799,194	\$3,662,245
NET CHGE	\$23,153	(\$36,947)	\$67,127	\$53,332
Ltd Incurred	\$3,090,167	\$2,795,225	\$1,086,975	\$6,972,367

Union County Insurance Commissions
CLAIMS MANAGEMENT REPORT
EXPECTED LOSS RATIO ANALYSIS

AS OF June 30, 2020

FUND YEAR 2018 -- LOSSES CAPPED AT RETENTION

		Current		30			Last Month		29			Last Year		18		
	Budget	Unlimited	Limited	Actual		MONTH	Unlimited	Limited	Actual		MONTH	Unlimited	Limited	Actual		MONTH
		Incurred	Incurred	30-Jun-20		TARGETED	Incurred	Incurred	31-May-20		TARGETED	Incurred	Incurred	30-Jun-19		TARGETED
PROPERTY	320,021	290,449	290,449	90.76%	320,021	100.00%	290,449	290,449	90.76%	320,021	100.00%	290,449	290,449	90.76%	310,700	97.09%
GEN LIABILITY	427,942	380,692	380,692	88.96%	366,169	85.57%	384,202	384,202	89.78%	362,264	84.65%	127,940	127,940	29.90%	304,520	71.16%
AUTO LIABILITY	259,693	123,110	123,110	47.41%	215,316	82.91%	74,110	74,110	28.54%	213,003	82.02%	27,178	27,178	10.47%	172,519	66.43%
WORKER'S COMP	4,546,370	2,295,916	2,295,916	50.50%	4,390,507	96.57%	2,289,583	2,289,583	50.36%	4,374,033	96.21%	2,050,692	2,050,692	45.11%	3,924,020	86.31%
TOTAL ALL LINES	5,554,026	3,090,167	3,090,167	55.64%	5,292,014	95.28%	3,038,345	3,038,345	54.71%	5,269,320	94.87%	2,496,260	2,496,260	44.95%	4,711,759	84.84%
NET PAYOUT %	\$1,778,813					32.03%										

FUND YEAR 2019 -- LOSSES CAPPED AT RETENTION

		Current		18			Last Month		17			Last Year		6		
	Budget	Unlimited	Limited	Actual		MONTH	Unlimited	Limited	Actual		MONTH	Unlimited	Limited	Actual		MONTH
		Incurred	Incurred	30-Jun-20		TARGETED	Incurred	Incurred	31-May-20		TARGETED	Incurred	Incurred	30-Jun-19		TARGETED
PROPERTY	340,421	116,593	116,593	34.25%	330,506	97.09%	118,852	118,852	34.91%	329,770	96.87%	92,970	92,970	N/A	N/A	N/A
GEN LIABILITY	428,501	99,348	99,348	23.19%	304,918	71.16%	100,405	100,405	23.43%	298,005	69.55%	23,780	23,780	N/A	N/A	N/A
AUTO LIABILITY	258,887	9,816	9,816	3.79%	171,984	66.43%	10,816	10,816	4.18%	166,487	64.31%	5,062	5,062	N/A	N/A	N/A
WORKER'S COMP	4,637,297	2,569,468	2,569,468	55.41%	4,002,501	86.31%	2,561,291	2,561,291	55.23%	3,906,079	84.23%	434,923	434,923	N/A	N/A	N/A
TOTAL ALL LINES	5,665,107	2,795,225	2,795,225	49.34%	4,809,908	84.90%	2,791,363	2,791,363	49.27%	4,700,341	82.97%	556,735	556,735	N/A	N/A	N/A
NET PAYOUT %	\$1,243,528					21.95%										

FUND YEAR 2020 -- LOSSES CAPPED AT RETENTION

		Current		6			Last Month		5			Last Year		-6		
	Budget	Unlimited	Limited	Actual		MONTH	Unlimited	Limited	Actual		MONTH	Unlimited	Limited	Actual		MONTH
		Incurred	Incurred	30-Jun-20		TARGETED	Incurred	Incurred	31-May-20		TARGETED	Incurred	Incurred	30-Jun-19		TARGETED
PROPERTY	355,673	351,773	351,773	98.90%	160,053	45.00%	348,273	348,273	97.92%	131,599	37.00%	0	0	N/A	N/A	N/A
GEN LIABILITY	393,364	22,284	22,284	5.66%	74,739	19.00%	16,839	16,839	4.28%	55,071	14.00%	0	0	N/A	N/A	N/A
AUTO LIABILITY	237,658	1,731	1,731	0.73%	47,532	20.00%	2,231	2,231	0.94%	35,649	15.00%	0	0	N/A	N/A	N/A
WORKER'S COMP	3,947,400	711,187	711,187	18.02%	552,636	14.00%	810,250	810,250	20.53%	355,266	9.00%	0	0	N/A	N/A	N/A
TOTAL ALL LINES	4,934,095	1,086,975	1,086,975	22.03%	834,960	16.92%	1,177,593	1,177,593	23.87%	577,585	11.71%	0	0	N/A	N/A	N/A
NET PAYOUT %	\$287,781					5.83%										

UNION COUNTY INSURANCE FUND COMMISSION BILLS LIST

Resolution No. 26-20

September 2020

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

BE IT RESOLVED that the Union County Insurance Fund Commission, 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 2020

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
001103			
001103	PERMA RISK MANAGEMENT SERVICES	POSTAGE 7/20	1.50
001103	PERMA RISK MANAGEMENT SERVICES	EXEC DIRECTOR 8/20	13,324.59
001103	PERMA RISK MANAGEMENT SERVICES	EXEC DIRECTOR 9/20	13,324.59
			26,650.68
001104			
001104	THE ACTUARIAL ADVANTAGE	ACTUARY FEE 9/20	511.50
001104	THE ACTUARIAL ADVANTAGE	ACTUARY FEE 8/20	511.50
			1,023.00
001105			
001105	WESTFIELD LEADER	LEGAL AD 7/20	97.92
			97.92
001106			
001106	NJ ADVANCE MEDIA	ACCT#1188859 - AD - 7.18.20	348.18
			348.18
		Total Payments FY 2020	28,119.78
		TOTAL PAYMENTS ALL FUND YEARS	\$28,119.78

Chairperson

Attest:

Dated:

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

Treasurer

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS				
UNION COUNTY INSURANCE COMMISSION				
ALL FUND YEARS COMBINED				
CURRENT MONTH	June			
CURRENT FUND YEAR	2020			
Description:		Administrative Account- Investors	Claims Account - Investors	
ID Number:				
Maturity (Yrs)				
Purchase Yield:				
TOTAL for All Accts & instruments				
Opening Cash & Investment Balance	\$8,890,448.32	8798449.69	91,998.63	
Opening Interest Accrual Balance	\$0.00	0	0	
1 Interest Accrued and/or Interest Cost	\$0.00	\$0.00	\$0.00	
2 Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00	
3 (Amortization and/or Interest Cost)	\$0.00	\$0.00	\$0.00	
4 Accretion	\$0.00	\$0.00	\$0.00	
5 Interest Paid - Cash Instr.s	\$5,716.49	\$5,634.69	\$81.80	
6 Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00	
7 Realized Gain (Loss)	\$0.00	\$0.00	\$0.00	
8 Net Investment Income	\$5,716.49	\$5,634.69	\$81.80	
9 Deposits - Purchases	\$1,866,067.00	\$1,796,643.11	\$69,423.89	
10 (Withdrawals - Sales)	-\$246,342.50	-\$73,728.94	-\$172,613.56	
Ending Cash & Investment Balance	\$10,515,889.31	\$10,526,998.55	-\$11,109.24	
Ending Interest Accrual Balance	\$0.00	\$0.00	\$0.00	
Plus Outstanding Checks	\$163,058.79	\$1,218.95	\$161,839.84	
(Less Deposits in Transit)	\$0.00	\$0.00	\$0.00	
Balance per Bank	\$10,678,948.10	\$10,528,217.50	\$150,730.60	

UNION COUNTY INSURANCE COMMISSION							
SUMMARY OF CASH TRANSACTIONS - ALL FUND YEARS COMBINED							
Current Fund Year: 2020							
Month Ending: June							
	Property	Liability	Auto	Worker's Comp	NJ CEL	Admin	TOTAL
OPEN BALANCE	486,391.52	1,083,468.53	710,722.33	6,480,795.70	0.00	129,070.24	8,890,448.32
RECEIPTS							
Assessments	0.00	0.00	0.00	1,793,697.50	0.00	0.00	1,793,697.50
Refunds	2,823.58	0.00	0.00	122.03	0.00	0.00	2,945.61
Invest Pymnts	312.74	696.67	456.98	4,167.10	0.00	82.99	5,716.48
Invest Adj	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Invest	312.74	696.67	456.98	4,167.10	0.00	82.99	5,716.48
Other *	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	3,136.32	696.67	456.98	1,797,986.63	0.00	82.99	1,802,359.59
EXPENSES							
Claims Transfers	564.72	115.00	0.00	171,933.84	0.00	0.00	172,613.56
Expenses	0.00	0.00	0.00	0.00	0.00	4,305.05	4,305.05
Other *	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	564.72	115.00	0.00	171,933.84	0.00	4,305.05	176,918.61
END BALANCE	488,963.12	1,084,050.20	711,179.31	8,106,848.49	0.00	124,848.18	10,515,889.30



First Managed Care Option, Inc.

Case Management Monthly Activity Report

August 2020

UNION COUNTY INS FUND COMM
NJ

Reported Claims											
Year/Month	# of Claims > 2 days to report	Total Reported*	Medical Only**	Lost Time**	Total Case Managed	Field Case Managed	% Case MO	% Case LT	% Case Field	Active Files	Closed Files
Total FY2018	35	266	171	37	208	0	82.21%	17.79%	0.00%	2	206
Total FY2019	42	236	133	37	170	0	78.24%	21.76%	0.00%	3	167
Jan-20	4	19	13	3	16	0	81.25%	18.75%	0.00%	1	15
Feb-20	2	10	9	0	9	0	100.00%	0.00%	0.00%	0	9
Mar-20	24	42	8	16	24	0	33.33%	66.67%	0.00%	1	23
Apr-20	65	89	9	34	43	0	20.93%	79.07%	0.00%	3	40
May-20	9	18	3	7	10	0	30.00%	70.00%	0.00%	2	8
Jun-20	5	12	6	1	7	0	85.71%	14.29%	0.00%	1	6
Jul-20	8	24	17	2	19	0	89.47%	10.53%	0.00%	3	16
Aug-20	4	22	13	1	14	0	92.86%	7.14%	0.00%	9	5
Total FY2020	121	236	78	64	142	0	54.93%	45.07%	0.00%	20	122

Present Open Claims									
Medical Only	Lost Time	Telephonic Case Mgmt	Field Case Mgmt	Total Case Managed	Lost Time Returned to Work	Lost Time Out of Work	Total Working Restricted Duty	Total Working Full Duty	Total Out Of Work
12	14	26	0	26	8	6	4	13	9

Claim keys	
Medical Only Claim:	Case Managed File, out of work 7 days or less
Lost Time Claim:	Case Managed File, out of work 8 or more days
Lost Time Return to Work:	File is a lost time claim and the injured worker has returned to work
Telephonic Case Mgmt:	Number of new referrals for case management
Active Files:	Number of all open files currently case managed



Report run on 09/01/2020

* Total Reported includes all Medical Only, Lost Time, Investigation, and Report Only Claims

** Any Change in MO or LT will be reflected in the original reported month.

Page 1 of 2



First Managed Care Option, Inc.

Members averaging greater than 2 days to report :

Employer	Total Claims	# of Claims > 2 days to report	% of Claims > 2 days to report
Sheriff / 755-770	4	3	75%

Case Management Monthly Activity Report

August 2020

UNION COUNTY INS FUND COMM

Claim keys	
Medical Only Claim:	Case Managed File, out of work 7 days or less
Lost Time Claim:	Case Managed File, out of work 8 or more days
Lost Time Return to Work:	File is a lost time claim and the injured worker has returned to work
Telephonic Case Mgmt:	Number of new referrals for case management
Active Files:	Number of all open files currently case managed

Report run on 09/01/2020

* Total Reported includes all Medical Only, Lost Time, Investigation, and Report Only Claims

** Any Change in MO or LT will be reflected in the original reported month.



Page 2 of 2



First Managed Care Option, Inc.

**First MCO Bill Review Services
UNION COUNTY INS FUND COMM**

Medical Savings by Month

NJ

Month of Reprice Service	Provider Billed Amount	First MCO Repriced	U & C / Fee Schedule	Savings	% of Savings	# of Bills	In Network	Out Of Network	% PPO Penetration	# of Appeals		
Total 2018	\$1,814,896	\$737,104	\$4,278,532	\$1,077,792	59%	1,530	1,284	246	84%	0		
Total 2019	\$2,461,211	\$708,325	\$2,447,019	\$1,752,886	71%	1,610	1,539	71	96%	4		
Jan-20	\$99,613	\$32,489	\$97,841	\$67,123	67%	166	159	7	96%	0		
Feb-20	\$850,075	\$100,112	\$627,158	\$749,963	88%	109	105	4	96%	1		
Mar-20	\$116,225	\$41,441	\$120,994	\$74,783	64%	204	196	8	96%	4		
Apr-20	\$441,984	\$57,490	\$371,453	\$384,494	87%	117	105	12	90%	1		
May-20	\$72,185	\$25,438	\$112,505	\$46,746	65%	108	101	7	94%	0		
Jun-20	\$530,445	\$89,945	\$590,141	\$440,500	83%	164	159	5	97%	3		
Jul-20	\$378,802	\$47,960	\$485,591	\$330,715	87%	153	147	6	96%	7		
Aug-20	\$259,970	\$136,821	\$271,048	\$123,149	47%	129	120	9	93%	0		
Total 2020	\$2,749,298	\$531,697	\$2,676,733	\$2,217,474	81%	1,150	1,092	58	95%	16		
Total to Date	\$7,025,404	\$1,977,126	\$9,402,283	\$5,048,152	72%	4,290	3,915	375	91%	20		

Report Run Date:09/01/2020

uci



SAFETY DIRECTOR REPORT

UNION COUNTY INSURANCE FUND COMMISSION

TO: Fund Commissioners
FROM: J.A. Montgomery Consulting, Safety Director
DATE: September 23, 2020

UCIFC SERVICE TEAM

Paul Shives, Vice President, Safety Services pshives@jamontgomery.com Office: 732-736-5213	Glenn Prince, Associate Public Sector Director gprince@jamontgomery.com Office: 856-552-4744 Cell: 609-238-3949	Natalie Dougherty, Senior Administrative Coordinator ndougherty@jamontgomery.com Office: 856-552-4738
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July - September 2020

RISK CONTROL ACTIVITIES

MEETINGS ATTENDED / TRAINING / LOSS CONTROL VISITS CONDUCTED

- **July 15:** Attended the UCIFC meeting via teleconference.
- **July 15:** Attended the UCIFC Claims Committee meeting via teleconference.

UPCOMING MEETINGS / TRAINING / LOSS CONTROL VISITS PLANNED

- **September 23:** Plan to attend the UCIFC meeting via teleconference.
- **September 23:** Plan to attend the UCIFC Claims Committee meeting via teleconference.

SAFETY DIRECTOR BULLETINS

Safety Director Bulletins and Messages are distributed by e-mail to Executive Directors, Fund Commissioners, Risk Managers and Training Administrators. They can be viewed at <https://njce.org/covid-19-updates/> or <https://njce.org/safety/safety-bulletins/>.

- Law Enforcement Bulletin – Strategic Partnerships – July 14.
- NJCE JIF – Safety Director Message - 2021 Training Announcement (please see attached) – August 14.

NJCE TRAINING OVERVIEW – LIVE SAFETY TRAINING WEBINARS

Due to the ongoing COVID-19 crisis in New Jersey, the indefinite suspension of in-person New Jersey Counties Excess Joint Insurance Fund (NJCE) classroom training and with the utmost concern for our public employers and employees NJCE is offering online live safety training webinars.

Instruction is conducted with a live instructor using the Zoom webinar platform. We are excited to offer you the same training content, with the same experienced crew of instructors and with the same continuing education credits as with out in-person classes, but with the flexibility and safety of online delivery.

- The September – October Live Training Webinar schedule and registration links are Attached.

NJCE MEDIA LIBRARY

The NJCE DVD Media Library (856-552-4900) is available for borrowing 560+ safety videos in 45 different categories. To view the full video catalog please visit <https://njce.org/wp-content/uploads/2018/10/2018-NJCE-JIF-Media-Catalog.pdf> or email the video library at melvideolibrary@jamontgomery.com.

UCIFC Usage:

- No Videos were utilized in 2020.

NJCE ONLINE STREAMING VIDEO SERVICE

The NJCE JIF now has a New Video Streaming Service. This is an “on demand” service and has about 180 titles available for streaming right to your workplace! We encourage leaders to view the videos with members of their team and then discuss how the information in the video can best be used specifically in your operations.

To access the streaming “on demand videos”, go to the NJCE website <https://njce.org/safety-training-videos-registration/> Complete the Registration Form, click submit. The following screen will provide the URL and password to access the streaming videos.



August 2020

A Message from the Safety Director

As we approach the last quarter of the year, 2020 continues to be a challenging year for J.A. Montgomery Consulting, NJCE JIF, our students, and our members' training coordinators. In early March, amid the COVID-19 pandemic, J.A. Montgomery Consulting made the difficult, but ultimately prudent, decision to suspend in-person classroom training. Out of an abundance of caution, the suspension of in-classroom training will continue until further notice due to the uncertainty and ever-changing regulations for indoor gatherings, social distancing restrictions, and facial covering advisories. We recognize the hardship that suspending in-classroom training has placed upon our members, and we regret that inconvenience.

As a viable and safe alternative to in-classroom training during the COVID-19 pandemic, J.A. Montgomery Consulting began providing live, instructor-led webinars on June 1st. The webinars have been a success with attendees and department leaders, and all of the feedback we have received has been positive. Our members have commented that they have benefited from reduced lost time due to travel and less downtime, while students remain engaged with our team of knowledgeable instructors. By modifying our instructor-led webinars to comply with the State of New Jersey regulations, J.A. Montgomery Consulting is still able to provide continuing education credits for multiple municipal designations and certifications, which is an important component for our members.

In recognition of the success of our new training platform, and to provide a sense of certainty and continuity to our members as they plan their 2021 training schedule, J.A. Montgomery Consulting will continue and expand, live instructor-led webinars through 2021. All webinars will be scheduled multiple times throughout 2021, which provides the convenience of not having to anticipate and request your training needs for the following year.

Other training changes for 2021 include:

- **Fast Track** classes will not be offered in 2021. However, employees will be able to attend the specific **Bloodborne Pathogen, Fire Safety, and Hazard Communication & NJ Right-to-Know** webinars, which will be offered on multiple dates and times.
- **Forklift Certification** classes and **Forklift Train-the-Trainer** classes are not being scheduled due to COVID-19 concerns. However, if **Forklift Certification** or **Train-the-Trainer** classes are needed, please contact your J.A. Montgomery Risk Control Consultant, and we will make alternative arrangements if possible.
- The four-hour class, **Flagger and Work Zone Safety**, which includes distribution of a handbook for the course, will be modified to accommodate a virtual classroom delivery. The course is being divided into three new webinars:
 - **Temporary Traffic Control for Workers on non-Highway Roadways**
 - **Flagging Skills and Best Practices**
 - **Temporary Traffic Controls for Supervisors**

- **Landscape Safety** will be broken down into four, 1-hour live webinars, so members can better select the specific training employees need.
 - **Mower Safety**
 - **Chainsaw Safety**
 - **Chipper Safety**
 - **Utility Vehicle Safety**
- **Confined Space Entry with Equipment Demonstration** will be modified for the virtual classroom. Equipment demonstrations will not be part of the virtual classroom. However, if **Confined Space Entry Equipment Demonstration** is needed, please contact your J.A. Montgomery Risk Control Consultant, and we will accommodate the request if possible. Two webinars are being offered:
 - **Confined Space Entry for Entrants and Attendants**
 - **Confined Space Entry for Supervisors**
- **Coaching the Emergency Vehicle Operators (CEVO) for Fire, EMS, and Police Departments** classes are currently suspended. J.A. Montgomery Consulting will monitor the situation and evaluate our ability to offer these classes in 2021.
- A separate schedule of instructor-led webinar classes in 2021 for the **Designated Employer Representative (DER)** training course will be issued by the end of 2020.
- We also expect to issue a notice before the end of 2020 for the popular **Defensive Driving (DDC-6)** Class, and an alternative training platform for that course for 2021, so stay tuned.
- New offerings of expanded **Law Enforcement Training Programs** will be available in 2021.

J.A. Montgomery Consulting is excited to be able to offer new courses and revamped classes in the instructor-led webinar format to support your training needs until we can resume in-person sessions. We want to remind everyone that in addition to the live instructor-led webinars, the NJCE JIF has additional excellent training options available. In May of 2020, the NJCE JIF launched a new digital streaming video service which includes over 180 safety videos that are available to you and your staff at any time.

Our current schedule of live webinars is posted on the NJCE website at <https://njce.org/safety/safety-webinars/>. We encourage everyone to take advantage of all of the training options, especially the instructor-led webinars, to stay current in your safety training.

The 2021 NJCE JIF catalog will be distributed shortly.

Thank you and please stay safe and well.

J.A. Montgomery

CONSULTING

Out of the utmost concern for our public employers and employees, MEL Safety Institute (MSI) and New Jersey Counties Excess Joint Insurance Fund (NJCE) is offering online safety training. Instruction will be conducted with a live instructor.

Date	Webinar Topic	Time
9/15/20	Fire Extinguisher	8:30 - 9:30 am
9/15/20	Building Trust and a Constitutionally Sound Police Agency Through Training	9:00 - 10:30 am
9/15/20	CDL-Drivers Safety Regulations	1:00 - 3:00 pm
9/16/20	Ladder Safety/Walking Surfaces	8:30 - 10:30 am
9/16/20	Leaf Collection Safety	11:00 - 1:00 pm
9/16/20	Driving Safety Awareness	1:00 - 2:30 pm
9/17/20	Hearing Conservation	8:30 - 9:30 am
9/17/20	Chipper Safety	10:00 - 11:00 am
9/17/20	Fall Protection Awareness	1:00 - 3:00 pm
9/17/20	Dealing with Difficult People	9:00 - 11:00 am
9/17/20	Protecting Children from Abuse -For Managers/Supervisors/Elected Officials	1:00 - 3:00 pm
9/18/20	Bloodborne Pathogens (BBP)	8:30 - 9:30 am
9/18/20	Lock Out/Tag Out (LOTO)	10:00 - 12:00 pm
9/18/20	Fire Safety	1:00 - 2:00 pm
9/21/20	Chain Saw Safety	9:00 - 10:00 am
9/21/20	HazCom w/GHS	10:30 - 12:00 pm
9/21/20	Confined Space for Entrants & Attendants	1:00 - 3:00 pm
9/22/20	Snow Plow/Snow Removal Safety	9:00 - 11:00 am
9/22/20	Protecting Children from Abuse - For Managers/Supervisors/Elected Officials	9:00 - 11:00 am
9/22/20	Dealing with Difficult People	1:00 - 3:00 pm
9/22/20	Bloodborne Pathogens (BBP)-Evening	7:00 - 8:00 pm
9/23/20	Fall Protection Awareness	8:30 - 10:30 am
9/23/20	Fire Extinguisher	1:00 - 2:00 pm
9/24/20	Protecting Children from Abuse for Managers/Supervisors/Elected Officials	9:00 - 11:00 am
9/24/20	Driving Safety Awareness	9:00 - 10:30 am
9/24/20	Leaf Collection Safety	1:00 - 3:00 pm
9/24/20	Mower Safety	3:00 - 4:00 pm
9/25/20	CDL-Drivers Safety Regulations	8:30 - 10:30 am
9/25/20	Hearing Conservation	11:00 - 12:00 pm
9/25/20	Chipper Safety	1:00 - 2:00 pm
9/28/20	Fire Safety	8:30 - 9:30 am
9/28/20	Bloodborne Pathogens (BBP)	1:00 - 2:00 pm
9/29/20	HazCom w/GHS	8:30 - 10:00 am
9/29/20	Preparing for First Amendment Audits	9:00 - 11:00 am
9/29/20	Protecting Children from Abuse for Managers/Supervisors/Elected Officials	9:00 - 11:00 am
9/29/20	Confined Space Entry for Supervisors	12:30 - 3:30 pm
9/29/20	Protecting Children from Abuse for Managers/Supervisors/Elected Officials	1:00 - 3:00 pm
9/29/20	Chain Saw Safety	1:00 - 2:00 pm
9/30/20	Dealing with Difficult People	9:00 - 11:00 am
9/30/20	Protecting Children from Abuse -For Managers/Supervisors/Elected Officials	1:00 - 3:00 pm
9/30/20	Snow Plow/Snow Removal Safety	1:00 - 3:00 pm

Date	Webinar Topic	Time
10/1/20	Leaf Collection Safety	8:30 - 10:30 am
10/1/20	Chipper Safety	11:00 - 12:00 pm
10/1/20	Bloodborne Pathogens (BBP)	1:00 - 2:00 pm
10/2/20	Chainsaw Safety	8:30 - 9:30 am
10/2/20	Mower Safety	10:00 - 11:00 am
10/2/20	Fire Extinguisher	11:30 - 12:30 pm
10/5/20	Personal Protective Equipment (PPE)	8:30 - 10:30 am
10/5/20	Bloodborne Pathogens (BBP)	11:00 - 12:00 pm
10/5/20	HazCom w/GHS	1:00 - 2:30 pm
10/6/20	Ladder Safety/Walking Surfaces	8:30 - 10:30 am
10/6/20	Protecting Children from Abuse - For Managers/Supervisors/Elected Officials	9:00 - 11:00 am
10/6/20	Flagger Skills and Safety Considerations	11:00 - 12:00 pm
10/6/20	Fire Safety	1:00 - 2:00 pm
10/6/20	Protecting Children from Abuse - For Managers/Supervisors/Elected Officials	1:00 - 3:00 pm
10/7/20	Protecting Children from Abuse - For Managers/Supervisors/Elected Officials	9:00 - 11:00 am
10/7/20	Confined Space for Entrants & Attendants	9:00 - 11:00 am
10/7/20	Hearing Conservation	1:00 - 2:00 pm
10/7/20	Protecting Children from Abuse - For Managers/Supervisors/Elected Officials	1:00 - 3:00 pm
10/8/20	Sanitation/Recycling Safety	8:30 - 10:30 am
10/8/20	Accident Investigation	1:00 - 3:00 pm
10/9/20	Lock Out/Tag Out (LOTO)	8:30 - 10:30 am
10/9/20	Driving Safety Awareness	11:00 - 12:30 pm
10/9/20	Bloodborne Pathogens (BBP)	1:30 - 2:30 pm
10/13/20	Chipper Safety	8:30 - 9:30 am
10/13/20	Personal Protective Equipment (PPE)	10:00 - 12:00 pm
10/14/20	Snow Plow/Snow Removal Safety	9:00 - 11:00 am
10/14/20	Mower Safety	11:30 - 12:30 pm
10/14/20	Protecting Children from Abuse - For Managers/Supervisors/Elected Officials-Evening	6:00 – 8:00 pm
10/15/20	Designated Employer Representative Training (DER) *see details below	9:00 - 4:00 pm
10/15/20	Confined Space for Entrants & Attendants	1:00 - 3:00 pm
10/16/20	Hearing Conservation	9:00 - 10:00 am
10/16/20	HazCom w/GHS	10:30 - 12:00 pm
10/16/20	Fall Protection Awareness	1:00 - 3:00 pm
10/19/20	Accident Investigation	9:00 - 11:00 am
10/19/20	Fire Safety	11:30 - 12:30 pm
10/19/20	Building Trust and a Constitutionally Sound Police Agency Through Training - Evening	6:30 - 8:00 pm
10/20/20	Lock Out/Tag Out (LOTO)	9:30 - 11:30 am
10/20/20	Snow Plow/Snow Removal Safety	12:30 - 2:30 pm
10/20/20	Protecting Children from Abuse - For Managers/Supervisors/Elected Officials-Evening	6:00 – 8:00 pm
10/21/20	Fall Protection Awareness	8:30 - 10:30 am
10/21/20	Hearing Conservation	11:00 - 12:00 pm
10/21/20	Leaf Collection Safety	1:00 - 3:00 pm
10/22/20	Protecting Children from Abuse - For Managers/Supervisors/Elected Officials	9:00 - 11:00 am
10/22/20	Bloodborne Pathogens (BBP)	9:00 - 10:00 am
10/22/20	Fire Extinguisher	10:30 - 11:30 am
10/23/20	CDL-Drivers Safety Regulations	8:30 - 10:30 am
10/23/20	Sanitation/Recycling Safety	12:30 - 2:30 pm
10/26/20	Driving Safety Awareness	8:30 - 10:00 am
10/26/20	Ladder Safety/Walking Surfaces	11:00 - 1:00 pm
10/27/20	Confined Space Entry for Supervisors	9:00 - 12:00 pm
10/27/20	Flagger Skills and Safety Considerations	1:00 - 2:00 pm

Date	Webinar Topic	Time
10/28/20	Chainsaw Safety	8:30 - 9:30 am
10/28/20	Fire Safety	10:00 - 11:00 am
10/28/20	Snow Plow/Snow Removal Safety	1:00 - 3:00 pm
10/29/20	HazCom w/GHS	8:30 - 10:00 am
10/29/20	Dealing with Difficult People	9:00 - 11:00 am
10/29/20	Dealing with Difficult People	1:00 - 3:00 pm
10/30/20	Sanitation/Recycling Safety	8:30 - 10:30 am
10/30/20	CDL-Drivers Safety Regulations	12:30 - 2:30 pm

***10/15/20 - Designated Employee Representative Training (DER) Details:**

- This 6-hour workbook-driven course with 1hr lunch break covers mandatory drug and alcohol testing programs and the responsibilities of the employer, the DER, third-party administrators, the MRO, and the driver. In order to ensure workbooks are received in time for the class, **registrations must be completed before October 1, 2020.**
- Registration suggested - 2 employees per town
- The training will use the Zoom Meeting platform. Students must have access to a computer or device with a working camera and microphone. Students will be 'on-camera' during the class to replicate an in-person classroom.

About Zoom Training:

- A Zoom account is not needed to attend a class. Attendees can login and view the presentations from a laptop, smartphone, or tablet.
- Registration is required. Once registered you will receive the webinar link for your class, be sure to save the link on your calendar to access the day of training.
- Students must be present in the webinar within 5 minutes of the start time for their attendance to be recorded in their learning histories.
- Please [click here](#) for informative Zoom operation details.
- Group Training procedures:
 - Please have one person register for the safety training webinar.
 - Please complete the Group sign in sheet (link to sign in sheet below) and send it to ndougherty@jamontgomery.com within 24 hours of training completion.

<https://njce.org/wp-content/uploads/2020/06/Webinar-Group-Sign-in-Sheet.pdf>

Questions?

- NJCE members call Natalie Dougherty at (856) 552-4738

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N.J.S.A. 10:4-12(B)

Pursuant to provisions of the Open Public Meetings Act a public body may enter into Executive Session for the purpose of discussing certain enumerated subjects. This Commission now wishes to enter Executive Session for the purpose of discussing claims: **7303, 4290, 1815, 4302, 1043, 8707, 0512, 2218, 8610 & 5801**. The minutes of the Executive Session shall be separated from the minutes of the Open Public Session. The minutes of the Executive Session, redacted as appropriate and necessary, shall be available in approximately 30 days. The Commission Secretary shall retain the original minutes until such time as the confidential limitations have been removed, at which time they shall be available.

Upon the affirmative vote of a majority of the members present, the Commission may retire to Executive Session.

Upon the Commission's return it may or may not take formal action on the matters discussed.

APPENDIX I
OPEN MINUTES

**UNION COUNTY INSURANCE FUND COMMISSION
OPEN MINUTES
MEETING – July 15, 2020
County of Union
Administration Building – 6th Floor
Freeholder Conference Room
10 Elizabethtown Plaza
Elizabeth, NJ
10:00 AM**

Meeting was called to order by Executive Director. Executive Director read the Open Public Meetings notice into record.

ROLL CALL OF COMMISSIONERS:

Amy Wagner	Present (<i>via teleconference, arrived at 10:32</i>)
Claudia Martins	Present
Laura Scutari	Present

FUND PROFESSIONALS PRESENT:

Executive Director	PERMA Risk Management Services Joseph Hrubash (<i>via teleconference</i>)
Claims Service	D&H Alternative Risk Solutions, Inc. Kathleen Guze (<i>via teleconference</i>) PERMA Risk Management Services Robyn Walcoff (<i>via teleconference</i>) Jen Conicella (<i>via teleconference</i>)
Managed Care Services	First MCO Suzanne Rajsteter (<i>via teleconference</i>)
NJCE Underwriting Manager	Conner Strong & Buckelew
Risk Management Consultant	Acrisure, LLC Robin Racioppi (<i>via teleconference</i>)
Treasurer	Bibi Taylor (<i>via teleconference</i>)
Attorney	Bruce Bergen, Esq.
Safety	J.A. Montgomery Risk Control Glenn Prince (<i>via teleconference</i>) T&M Associates

ALSO PRESENT:

Terry Pacheco, Union County (*via teleconference*)

Cathy Dodd, PERMA Risk Management Services (*via teleconference*)

APPROVAL OF MINUTES: OPEN MINUTES AND CLOSED MINUTES OF JUNE 17, 2020

Executive Director noted the closed minutes were e-mailed to the Commissioners prior to the meeting for review.

MOTION TO APPROVE THE OPEN MINUTES AND CLOSED MINUTES OF JUNE 17, 2020

Moved:	Commissioner Martins
Second:	Commissioner Scutari
Vote:	2 Yes, 0 Nays

CORRESPONDENCE: None

SAFETY COMMITTEE: Mr. Worthington was not present so there was no report.

CLAIMS COMMITTEE: Ms. Conicella advised the Claims Committee did not meet prior to the Commission Meeting and the claims would be discussed during closed session.

EXECUTIVE DIRECTOR REPORT: Executive Director advised his report was included in the agenda and there were two action items.

2019 AUDIT REPORT AS OF DECEMBER 31, 2019: Executive Director advised the Auditor's Report as of December 31, 2019 from Suplee, Clooney & Company had been reviewed by the Fund Office and sent under separate cover to the Fund Commissioners, Commission Treasurer and Commission Attorney. Executive Director reported that based on the positive results of the audit it was agreed the auditor would not have to make a special presentation for the Commissioners. Executive Director asked if anyone had any questions on the audit and indicated he was seeking approval of the 2019 Audit from the Commissioners. Executive Director referred to Resolution 23-20, Certification of Annual Audit Report for Period ending December 31, 2019 along with the Group Affidavit Form which was included in the agenda. Executive Director noted the resolution was reviewed by the Commission Attorney.

MOTION TO APPROVE RESOLUTION 23-20, CERTIFICATION OF ANNUAL AUDIT FOR PERIOD ENDING DECEMBER 31, 2019

Moved:	Commissioner Martins
Second:	Commissioner Scutari
Roll Call Vote:	3 Yes, 0 Nays

In response to Mr. Bergen's inquiry, Ms. Dodd asked Mr. Bergen to obtain the signature's on the Group Affidavit and e-mail the document to her. Ms. Dodd noted to mail the original to her when convenient.

CERTIFICATE OF INSURANCE REPORT: Executive Director reported the certificate of issuance report from the NJCE listing the certificates issued for the month of June was included in the agenda. Executive Director advised there was 1 certificate issued during the month of June.

MOTION TO APPROVE THE CERTIFICATE OF INSURANCE REPORT

Moved:	Commissioners Martins
Second:	Commissioner Scutari
Vote:	3 Yes, 0 Nays

NJ COUNTIES EXCESS JOINT INSURANCE FUND (NJCE): Executive Director reported the NJCE last met on June 25, 2020 and a summary report of the meeting was included in the agenda. Executive Director advised the NJCE also approved the audit as of December 31, 2019 and there were no recommendations or findings. Executive Director reported a second Competitive Contract request for Proposals for a Learning Management System would be issued. Executive Director explained Fund Attorney recommended not accepting the two responses, as they did not comply with the procurement process guidelines. Executive Director advised contracts were awarded to Bowman & Company for Payroll Auditor services and to The Actuarial Advantage for actuary services. Executive Director noted the 2021 Renewal Underwriting Data Collection would begin shortly. Executive Director advised the MEL was presenting a second webinar, *Facing and Embracing Crisis for your Municipality*, Tuesday, August 4th and was inviting the NJCE. Executive Director noted a copy of the flyer was sent out with the reminder e-mail about the Commission Meeting. Executive Director advised a sub-committee was scheduled to meet to discuss the feasibility of holding the Best Practice Seminar this was year along with the 10th Year Anniversary Celebration Luncheon. Executive Director reported the New Jersey Association of Counties Conference originally scheduled for May had been rescheduled for October 27th to October 29th.

UCIFC FINANCIAL FAST TRACK: Executive Director advised the May Financial Fast Track was included in the agenda. Executive Director reported the Commission had a surplus of \$3,999,006 as of May 31, 2020. Executive Director referred to Line 10 of the report, "Investment in Joint Venture" and indicated \$2,131,143 of the surplus was the UCIFC's share of the NJCE equity. Executive Director noted the cash amount was \$8,903,779.

NJCE PROPERTY & CASUALTY FINANCIAL FAST TRACK: Executive Director reported the May Financial Fast Track was included in the agenda. As of May 31, 2020, the Fund had a surplus of \$16,382,595. Executive Director referred to line 7, "Dividend" and noted the NJCE released dividends in the amount of \$3,607,551. Executive Director noted the cash amount was \$30,379,953. Executive Director asked if anyone had any questions regarding the Financial Fast Tracks.

CLAIMS TRACKING REPORTS: Executive Director advised the Claim Tracking reports as of May 31, 2020 were included in the agenda. Executive Director referred to a copy of the Claims Management Report Expected Loss Ratio Analysis Report. Executive Director advised this report measured how the losses were running compared to the actuary's projections. Executive Director reviewed the Fund Years with the Commission.

2021 RENEWAL – UNDERWRITING DATA COLLECTION: Executive Director reported as he mentioned earlier, the Fund Office would begin the data collection process early in August for the 2021 renewal in order to provide the relevant information to the underwriters. Executive Director advised last year was the initial launch of Origami, the online platform where members' exposure data was uploaded for members to access and edit, as well as, applications to download and complete for ancillary coverages. Executive Director said the Fund Office was working with Origami to facilitate an easier process for members to complete applications for the ancillary coverages. Executive Director advised more information would follow shortly.

SEXUAL ABUSE MOLESTATION LEGISLATION: Executive Director reported the NJCE Fund's website - www.njce.org (under Safety) included an online video that members could use for training purposes. Executive Director advised, Paul Shives, of J.A. Montgomery Consulting, scheduled two live webinars, Protecting Children from Abuse, via Zoom on July 17th and July 24th from 9:00 AM to 11:00 AM. Executive Director referred to a copy of the flyer included in the agenda with information and the links to register for the webinars.

Executive Director said he had already discussed the remaining items in his report and advised that concluded his report unless anyone had any questions.

Executive Director's Report Made Part of Minutes.

TREASURER REPORT: Ms. Taylor recommended payment of the July Bill List, Resolutions 24-20 as presented in the agenda.

MOTION TO APPROVE RESOLUTION 24-20 JULY BILL LIST

Moved:	Commissioner Martins
Second:	Commissioner Scutari
Roll Call Vote:	3 Yes, 0 Nays

Executive Director asked Ms. Taylor if she wanted to comment on the audit. Ms. Taylor advised she did not have any comments; just that it was a clean audit with no findings as was mentioned earlier.

Executive Director advised the monthly Treasurer reports were included in the agenda.

ATTORNEY: Mr. Bergen advised he did not have anything to report.

CLAIMS SERVICE: Ms. Conicella provided an update on the COVID claims. Ms. Conicella advised the NJCE had just under 600 exposure cases and a little over 200 positive cases. Ms. Conicella noted the County that had reported the most cases has not reported any during the last three weeks. Ms. Conicella reported there were 5 fatalities and 2 general liability claims.

CLAIMS SERVICE: Ms. Guze reported for the period of June there were 13 worker compensation claims reported, 9 were closed and 3 were open. There was only one new COVID case that was a positive test and treated for two week with antibiotics. The case is now closed. In response to

Executive Director's inquiry, Ms. Guze advised there were 115 exposure and 44 that were positive and there were no hospitalizations.

MANAGED CARE: Ms. Rajsteter referred to First MCO's reports, which were included in the agenda. Ms. Rajsteter reviewed the Case Management Monthly Activity Report for the month of June as noted below.

Month	Provider Bill Amount	Repriced Amount	Savings	Percentage of Savings	Number of Bills	In Network Bills	PPO %
June	\$ 530,445	\$ 89,945	\$ 440,500	83%	170	165	97%

Ms. Rajsteter reviewed the Medical Savings Report for the month of June as noted below.

Month	Total Claims Reported	Medical Only	Loss Time	Total Case Managed	% Total Case Managed
June	12	7	0	7	100%

Ms. Rajsteter also noted there were 3 appeals for the month.

NJCE SAFETY DIRECTOR: Mr. Czarnecki reported the Safety Director's report for June – July was included in the agenda. Mr. Czarnecki advised the NJCE was using a Video Streaming Service. Mr. Czarnecki explained this was an “on demand” service and had about 130 titles available. Mr. Czarnecki referred to the July Webinar Training Schedule that was included in the agenda. Mr. Czarnecki asked if there were any questions and concluded his report.

Correspondence Made Part of Minutes

OLD BUSINESS: None

NEW BUSINESS: None

PUBLIC COMMENT: Mr. Bergen advised there was no one from the public at the meeting place.

CLOSED SESSION: Executive Director advised there was a need for a closed session. Commission Attorney stated that pursuant to the provisions of the Open Public Meetings Act, a public body may enter into Executive Session for the purpose of discussing certain enumerated subjects. Commission Attorney then read the below statement which was included in the agenda.

N.J.S.A. 10:4-12(B)

Pursuant to provisions of the Open Public Meetings Act a public body may enter into Executive Session for the purpose of discussing certain enumerated subjects. This Commission now wishes to enter Executive Session for the purpose of discussing claim number 9016, 0070, 9795, 7444 & 8515.

The minutes of the Executive Session shall be separated from the minutes of the Open Public Session. The minutes of the Executive Session, redacted as appropriate and necessary, shall be

available in approximately 30 days. The Commission Secretary shall retain the original minutes until such time as the confidential limitations have been removed, at which time they shall be available.

Upon the affirmative vote of a majority of the members present, the Commission may retire to Executive Session.

Upon the Commission's return it may or may not take formal action on the matters discussed.

MOTION TO RETURN TO OPEN SESSION

Moved:	Commissioner Martins
Second:	Commissioner Scutari
Vote:	3 Yes, 0 Nays

MOTION TO APPROVE THE PARS AS DISCUSSED IN EXECUTIVE SESSION

Moved:	Commissioner Martins
Second:	Commissioner Scutari
Roll Call Vote:	3 Yes, 0 Nays

Executive Director advised as he mentioned earlier the Commission is not meeting in August and the next scheduled meeting was September 16, 2020.

MOTION TO ADJOURN:

Moved:	Chair Wagner
Second:	Commissioner Martins
Vote:	3 Yes, 0 Nays

MEETING ADJOURNED: 10:32 AM

Minutes prepared by: Cathy Dodd, Assisting Secretary

APPENDIX II

CARES ACT SUBGRANT AWARD AGREEMENT

COUNTY OF UNION
CARES ACT – CORONAVIRUS RELIEF FUNDS GRANT SUBAWARD AGREEMENT

Schedule 1

Sub-Recipient Name	
Sub-Recipient Address	
Sub-Recipient Responsible Person	
Sub-Recipient Responsible Person Telephone	
Sub-Recipient Responsible Person Email	
Federal Grant Name	
Subaward Period of Performance Start and End Date	
Amount of Federal Funds Obligated by this Agreement	
Project Description	
Last Date of Adoption of Municipal Budget	

THIS AGREEMENT is entered into by the County of Union, with headquarters at County of Union, Administration Building, Department of Finance – 5th Floor, 10 Elizabeth Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as the "County"), and the party set forth on Schedule 1 and the signature page, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the County serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Coronavirus Aid, Relief, and Economic Security (the "CARES") Act, in part, amends the Social Security Act (42 U.S.C. 301 et seq), by inserting "Title VI – Coronavirus Relief Fund." In general, "out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for making payments to States, Tribal governments, and units of local government under this section, \$150,000,000,000 for fiscal year 2020." §Sec 601, (a)(1).

B. The Sub-Recipient represents and warrants that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

C. The Sub-Recipient, by its decision to participate in the Coronavirus Relief Funds Program of the CARES Act, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the County or any other State and Federal agencies with audit, regulatory, or enforcement authority.

D. The County of Union received these grant funds from the Federal government, and the County has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

E. The County, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

F. The County has authority to disburse the funds under this Agreement.

THEREFORE, the County and the Sub-Recipient agree to the following:

(1)APPLICATION OF FEDERAL LAW TO THIS AGREEMENT

Section 5001(d) of the CARES Act provides the eligible purposes for which Coronavirus Relief Fund payments may be used. Specifically, it allows state and local governments to make payments for programs that:

- (1) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);
- (2) were not accounted for in the budget most recently approved as of the date of enactment [March 27, 2020] of this section for the State or government; and

(3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The CARES Act requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

(2) SUBAWARD REQUIREMENTS

- a. Performance under this Agreement is subject to Audit Requirements for Federal awards.
- b. Any balance of unobligated funds which has been paid must be refunded to the County.
- c. Any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of this Agreement must be refunded to the County.
- d. In addition to the foregoing, the Sub-Recipient and the County shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
- e. Sub-Recipient represents and warrants that it has and shall not make any changes, amendments or revisions to any collective bargaining agreement, employment agreement, or other salary or wages pursuant to any ordinance or resolution after March 1, 2020.

(3) CONTACT

- a. The County’s Department of Finance, Director of Division of Reimbursement, Cathy Campanella, hereinafter the “Grant Manager,” shall be responsible for enforcing performance of this Agreement’s terms and conditions and shall serve as the County’s liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager shall:
 - i. Monitor and document Sub-Recipient performance; and,
 - ii. Review and document all deliverables for which the Sub-Recipient requests payment.
- b. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is set forth on Schedule 1.
- c. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing and signed by each of the parties. In order for a Project to be eligible for reimbursement, a modification to Attachment A Initial Intake Sheet must be executed, incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Initial Intake Sheet – Attachment A of this Agreement.

(8) PERIOD OF PERFORMANCE.

The Period of Performance is the timeframe during which the Sub-Recipient “may request funding from the County” pursuant to the terms of this Agreement. The Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” The Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during the specified agreement period.” The period of performance for this Agreement begins with the execution of this Agreement and ends on December 15, 2020, unless terminated earlier in accordance with the provisions of Paragraph 17 of this Agreement. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the County of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding available for this subgrant is limited to the amount obligated by the County for all projects approved.

b. The County of Union's performance and obligation to pay under this Agreement is subject to any modification in accordance with the CARES Act or any other Federal or State requirement.

c. The County will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The County will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the County, as specified in the approved Initial Intake in Attachment A (“Intake and Budget”). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

d. Any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are eligible for the purposes and objectives set forth in the terms and conditions of the award. Any funding by the County under this award shall not constitute an acknowledgement by the County that the use of such funds by are in any way deemed eligible under the terms of the CARES Act. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.” The Sub-Recipient must designate at least one agent to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. After execution of this Agreement, the authorized Agent may request changes to contacts by written correspondence to the County with appropriate documented authorization.

e. In the event the Sub-Recipient contact has not been updated regularly and the Agent has separated from the Sub-Recipient’s agency, a designation of authority form will be needed to change contacts.

f. The County will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A – Intake and Budget, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of the project.

g. The Grant Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

h. After a Sub-Recipient submits the Intake and Budget – Attachment A and after the County approves such Sub-Recipients request, the County will issue a notice of award to the Sub-Recipient. Should Sub-Recipient be operating with an adopted budget, after the Sub-Recipient inserts the requested funds as a special item of revenue in its 2020 operating budget pursuant to N.J.S.A. 40A:4-87 and approves a Chapter 159 resolution, the Sub-Recipient shall forward a copy of the adopted Chapter 159 resolution and supporting documentation to the County prior to any funding under this Agreement. Should the Sub-Recipient be operating without an adopted budget, the Sub-Recipient must provide a resolution accepting the award along with documentation that the requested funds will be included in the Sub-Recipient’s 2020 budget prior to any funding under this Agreement. This procedure is subject to guidance from the State of New Jersey – Division of Local Government Services and is subject to revision or amendment.

i. After County approval of the Intake and Budget – Attachment A, the County may review Sub-Recipient’s award and use of funds every forty-five (45) days, and should County determine, at its sole and exclusive discretion, that Sub-Recipient’s requests for reimbursement based on the Intake and Budget – Attachment A, appear less than the amount awarded, the County may repurpose (de-obligate) such estimated unused funds.

(10) RECORDS

a. As required by the Federal awarding agency and the County, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. The County, the New Jersey Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, written and testimonial examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. The Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of ten (10) years from the date of submission of the final expenditure report. The following are exceptions to the ten (10) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the County or the Sub-Recipient is notified in writing by the United States Treasury, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the United States Treasury, other Federal agency or the County, the 5-year retention requirement is not applicable to the Sub-Recipient.

d. The Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the United States Treasury or the County designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

e. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Intake and Budget – Attachment A and all other applicable laws and regulations.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F and all requirements of the State of New Jersey (“Audit Requirements”).

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the County shall use Generally Accepted Government Auditing Standards (“GAGAS”).

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the County has notified the Sub-Recipient of such noncompliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor. The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the County no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of any management letter and the audits to the County at the County address provided in the recitals.

(12) REPORTS

a. The Sub-Recipient shall provide the County with monthly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Intake and Budget – Attachment A and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

b. Monthly reports are due to the County no later than 5 days after the end of each month of the program year and shall be sent each month until submission of the administrative closeout report.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, then the County may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the County" means that the work product was completed in accordance with the Intake and Budget – Attachment A.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the County.

(13) MONITORING

a. The County shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met and the Project is being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the monthly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by County staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the County to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the State of New Jersey or the Federal Government. In addition, the County will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. The Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; Sub-Recipient shall defend, indemnify and hold the County harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement, including, but not limited to, all legal fees and consultant fees, and all other fees that may be required, including, without limitation, accountants and auditors that may be required. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the County, but is an independent contractor.

b. Sub-Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County and agrees to be liable for any damages proximately caused by the acts or omissions to the extent allowable by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or the County of Union to be sued by third parties in any matter arising out of any contract.

c. Paragraph 14 shall specifically survive termination of this Agreement.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of funds shall terminate and the County has the option to exercise any of its remedies set forth in Paragraph (16); however, the County may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or

covenants in this Agreement or any previous agreement with the County and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within fifteen days from the date written notice is sent by the County;

c. Any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the County shall, after fifteen calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those fifteen days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least fifteen days prior to written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Sub-Recipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Agreement or provided at law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the County, or

affect the later exercise of the same right or remedy by the County for any other default by the Sub-Recipient.

(17) TERMINATION

a. The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material.

b. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the County because of any breach of Agreement by the Sub-Recipient. The County may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the County from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State law.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the County, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Monthly Report the contractor's progress in performing its work under this Agreement.

(19) PAYMENTS

a. Requests for Reimbursement (“RFR”) serve as invoices for the purposes of this Agreement and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of this Agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the Federal Government, the State of New Jersey or under subparagraph (9)b of this Agreement, all obligations on the part of the County to make any further payment of

funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the County.

c. For purposes of this Agreement, supporting documentation must be able to stand the test of audit. Supporting documentation may include, but is not limited to: payroll registers, accounts payable registers, copies of purchase order packets (i.e. signed purchase orders with invoices and packing slips, if applicable, attached to them), copies of applicable vendor history reports (i.e. check #, check date, check amount, appropriation account used and description of what's being paid), copies of cancelled checks (front and back) and copies of bank statements showing cancelled checks cleared.

(20) Intentionally Omitted

(21) REPAYMENTS

a. All refunds or repayments due to the County under this Agreement are due no later than thirty (30) days from notification by the County of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the County may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the County upon a determination by the County that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the County. The Sub-Recipient understands and agrees that the County may offset any funds due and payable to the Sub-Recipient until the debt to the County is satisfied.

c. All refunds or repayments due to the County under this Agreement are to be made payable to the order of "County of Union", must include the invoice number and the applicable Project number(s) that are the subject of the invoice, and be mailed directly to the County.

d. If a check or other draft is returned to the County for collection, the Sub-Recipient shall pay the County a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the County and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the County from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of New Jersey, and venue for any actions arising out of this Agreement shall be in Union County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the County under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal, State or County department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the County the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment B for the Sub-Recipient.

i. The County reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the County or be

applied against the County's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The County of Union will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

(23) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(24) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(25) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the County if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the County in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the County determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the County the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(26) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
 - i. Attachment A – Intake and Budget
 - ii. Attachment B – Certification Regarding Debarment

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:

COUNTY OF UNION

James P. Pellittieri
Clerk of the Board

Edward T. Oatman
County Manager

ATTEST:

[SUB-RECIPIENT]

Attachment A
Intake and Budget



**COUNTY OF UNION
CARES ACT CONORAVIRUS RELIEF FUNDS GRANTS MUNICIPAL INTAKE
SHEET**

DATE:

MUNICIPALITY INFORMATION	
Municipality Name	
Municipal Representative	
Representative Telephone	
Representative Email	
Municipal Address	
City State Zip	

GRANT REQUESTED *		
CARES ACT Assistance for State and Local Governments Grant		
Requested Non-Payroll Funding (Schedule 1)	\$	
Requested Payroll Funding (Schedule 2)	\$	
Total Requested Funding	\$	
Has Municipality Received any other COVID related Grants of Funds?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, How Much? \$ What Was it Used for?
Requirements for Eligibility (If "no" to any answer below, you are not eligible for funding)		
- Are the funds requested incurred due to the public health emergency with respect to COVID-19?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain:
- Are the funds requested in addition to your most recent budget approved as of March 27, 2020?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain:
- Are the funds requested for the period that begins on March 1, 2020 and ends on December 30, 2020?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain:
<p>The CARES Act requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget <i>or</i> (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.</p>		

USE OF FUNDS
(PLEASE ALSO INCLUDE SUPPORTIVE DOCUMENTATION AS REQUESTED)

Use of Funds may only be used for expenses eligible under section 601(d) of the Social Security Act. Municipalities may not use payments from the CARES Act Coronavirus Relief Funds to cover expenditures for which they will receive any other reimbursement or Grant.

Description	Amount
<input type="checkbox"/> Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment in connection with the COVID-19 public health emergency	
<input type="checkbox"/> Purchase of additional safeguard materials to close down public places and keep general public from gathering	
<input type="checkbox"/> Additional cost of public works as a result of NJ residents staying home and increasing trash and additional personnel	
<input type="checkbox"/> Additional employees and time to health departments	
<input type="checkbox"/> Need for additional first responders, and the appropriate gear and requirements for their protection	
<input type="checkbox"/> Additional costs relating to communication between both public and private agencies along with municipal residents	
<input type="checkbox"/> Emergency medical response expenses, including emergency medical transportation, related to COVID-19	
<input type="checkbox"/> Expenses for disinfection of public buildings and facilities (e.g. Town hall) and equipment in response to the COVID-19 public health emergency	
<input type="checkbox"/> Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions	
<input type="checkbox"/> Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions	
<input type="checkbox"/> Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions	
<input type="checkbox"/> Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions	
<input type="checkbox"/> Additional cost of policing, including the shutdown of parks and assistance to grocery stores	
<input type="checkbox"/> Increase in demand of emergency services personnel, equipment, vehicles	
<input type="checkbox"/> Expenses for quarantining individuals	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Other:	

REQUIRED ADDITIONAL DOCUMENTATION

- ☐ Most Recent Budget Attached
- ☐ Written Explanation of the need for the funds requested and itemization of the use of such funds
- ☐ Certification from Chief Municipal Finance Officer as to use of funds
- ☐ Resolution from Municipality for request / acceptance and use of funds
- ☐ a detailed list of the projects or activities for which the funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts awarded by the municipality
- ☐ Supporting documentation. Supporting documentation must be able to stand the test of audit. Supporting documentation may include, but is not limited to: payroll registers, accounts payable registers, copies of purchase order packets and applicable vendor history reports, copies of cancelled checks, and copies of bank statements showing cancelled checks cleared.

GRANT REQUEST MUNICIPAL ACKNOWLEDGEMENT

Municipality recognizes and acknowledges that (a) submission of the above request intake application does not guarantee a grant; (b) as funds are limited not all requests will be successful; (c) the County has the right to request additional information and documentation, and failure to provide will reduce chances of any funding requested; (d) rule-making related to the referenced grants has yet to occur and may significantly change the process and grant availability; (e) the County reserves the right to set up and establish a review and approval process subsequent to intake; and (f) this submission represents a good faith certification by the Municipality to the County that the request represents eligible uses in accordance with the CARES Act and that the County's approval does not constitute an approval of eligibility. The completion of this intake form is just a first step in a process and should not be viewed as an approval for any funding.

Name:
Title:

Date

SCHEDULE 1

Total Reimbursement:

If this cost was in the Budget (or was a customary expense) but additional cost was incurred due to the emergency, enter only the **additional** cost as the reimbursement request.

[illegible]

SCHEDULE 2
Reimbursement Application to Union County for Municipal Expenses Pursuant to the CARES Act Coronavirus Relief Funds
Payroll/Wage Expenses

Municipality:
Municipality Code:

Date of Application:
Zip Code:

Total Reimbursement:

If the services of this person were substantially dedicated to the COVID-19 public health emergency, enter their full salary for the period in "Reimbursement Requested" column.

If only a portion of the services of this person were substantially dedicated to the COVID-19 public health emergency, enter the appropriate fraction of their salary for the period in "Reimbursement Requested" column.

[illegible]

Attachment B
Certification Regarding Debarment

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.

THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. The prospective lower tier participant certifies, by submission of this Certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

2. The provider certifies, by submission of this Certification, that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Provider Agency

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. By signing the Certification, the participant is also certifying that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976.