BURLINGTON COUNTY INSURANCE COMMISSION
AGENDA AND REPORTS
JANUARY 13, 2026
10:00 A.M.

COUNTY ADMINISTRATION BUILDING
BOARD ROOM
FIRST FLOOR
49 RANCOCAS ROAD
MT. HOLLY, NJ 08060

Call In Number: 1-312-626-6799
Meeting ID: 739 426 4615

OR

https://permainc.zoom.us/j/7394264615

OPEN PUBLIC MEETINGS ACT - STATEMENT OF COMPLIANCE

The Burlington County Insurance Commission will conduct its *January 13, 2026* meeting electronically, in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. Notice of this meeting was given by

I. **Advertising the notice in the Burlington County Times**

II. **Filing advance written notice of this meeting with the Commissioners of the Burlington County Insurance Commission; and**

III. **Posting notice on the Public Bulletin Board of the Office of the County Clerk**

BURLINGTON COUNTY INSURANCE COMMISSION
AGENDA
OPEN PUBLIC MEETING: January 13, 2026
10:00 A.M.

- ❑ **MEETING CALLED TO ORDER - OPEN PUBLIC MEETING NOTICE READ**
- ❑ **ROLL CALL OF COMMISSIONERS**
- ❑ **APPROVAL OF MINUTES: December 9, 2025 Open Minutes .....Appendix I**
  December 9, 2025 Closed Minutes……..sent via e-mail

- ❑ **COMMITTEE REPORTS**
  Safety Committee: 2026 BCIC Safety Committee Schedule**.....Page 2**
  Claims Committee: 2026 BCIC Claims Committee Schedule **.....Page 3**

- ❑ **EXECUTIVE DIRECTOR/ADMINISTRATOR – PERMA .....Pages 4-43**

- ❑ **EXECUTIVE DIRECTOR/ADMINISTRATOR/BENEFITS – PERMA .....Pages 44-60**

- ❑ **BENEFITS CONSULTANT – Conner Strong & Buckelew .....Pages 61-62**

- ❑ **BENEFITS THIRD PARTY ADMINISTRATOR - AmeriHealth .....Pages 63-65**

- ❑ **PRESCRIPTION ADMINISTRATOR – Express Scripts.....Pages 66-68**

- ❑ **TREASURER – Carolyn Havlick**
  Resolution **20-26** December P&C Supplement Bills List**……..…….Page 69**
  Resolution **21-26** January P&C Bills List **.....Page 70**
  Treasurer Monthly Reports (P&C & HIF) **.....Pages 71-74**
  Motion to approve Resolutions 20-26 and 21-26

- ❑ **ATTORNEY.....Verbal**

- ❑ **CLAIMS ADMINISTRATOR – Qual-Lynx**
  Monthly Report**.....Pages 75-77**

- ❑ **NJCE SAFETY DIRECTOR – J.A. Montgomery Consulting**
  Monthly Report**.....Pages 78-84**

- ❑ **OLD BUSINESS**
- ❑ **NEW BUSINESS**
- ❑ **PUBLIC COMMENT**
- ❑ **CLOSED SESSION**
- ❑ **Resolution 22-26 Closed Session** *(Motion)***…….…….……..…..Page 85**
- ❑ **Motion for Executive Session (in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12)**
- ❑ **Motion to Return to Open Session**

- ❑ **MEETING ADJOURNMENT**
- ❑ **NEXT SCHEDULED MEETING: January 21, 2026, 11:00 A.M. (zoom only)**
  February 10, 2026, 10:00 A.M.

J.A. Montgomery
CONSULTING

2026

Burlington County Insurance Commission

Safety Committee Meeting Schedule

February 6, 2026	10:00 am
June 5, 2026	10:00 am
September 11, 2026	10:00 am
December 4, 2026	10:00 am

Burlington County Insurance Commission
Claims Committee/Strategy
2026 Meeting Schedule

All Claims Committee meetings will be held virtually at 3:00 p.m.

January 6, 2026 (time changed to 10:00 a.m.)

February 3, 2026

February 24, 2026

April 7, 2026

May 5, 2026

June 2, 2026

July 7, 2026

August 4, 2026

September 8, 2026

November 10, 2026

December 8, 2026

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

Date: January 13, 2026

Memo to: Commissioners of the Burlington County Insurance Commission

From: PERMA Risk Management Services

Subject: Executive Director's Report

- **Reorganization Resolutions (Pages 6-21)** - The BCIC is required to reorganize at the January Board of Commissioners meeting as per the Commission By Laws. Listed below are the necessary Reorganization Resolutions which are included in the agenda on pages 7-21. With the Chairperson's permission, Executive Director will review the Resolutions and ask to approve as a consent. The resolutions were reviewed by the Commission Attorney.

- **Motion to approve Reorganization Resolutions Number 1-26 through 10-26**

- **2026 Property and Casualty Budget (Pages 22-24) –** At the December 9, 2025 meeting the 2026 Property and Casualty Budget was introduced. In accordance with the regulations, the budget was advertised in the Commission's official newspaper. The Public Hearing for the budget will be held at this meeting. A copy of the amended budget in the amount of **$9,865,738** is included in the agenda on page 22. The overall increase from 2025 is $122,883 or 1.3%. This includes the BCIC dividend credit in the amount of $150,000 which was approved at the December 9 meeting.

  The proposed budget was decreased by **$189,831** due to the great marketing results of the NJCE's 2026 renewal. The premiums came in lower than expected and certain enhancements were made to the coverages. The NJCE Board of Commissioners adopted the 2026 Budget at a Special Meeting on January 6, 2026.

  The Fund Office is available to discuss the NJCE Budget in more detail.

  Also included in the agenda on page 23 is a copy of the assessments by member entity based on the amended budget. In accordance with the Commission's By Laws, the assessment bills will be billed in 3 installments and payable as follows: 40% on 3/15/26, 30% on 5/15/26 and 30% on 10/15/26.

- ❑ **Motion to open the Public Hearing on the 2026 Property & Casualty Budget**
- ❑ **Discussion of Budget and Assessments**
- ❑ **Motion to close the Public Hearing**
- ❑ **Motion to approve Resolution 11-26 Adopting the Property & Casualty Budget for the Burlington County Insurance Commission for the Year 2026 in the amount of $9,865,738 & Certify the 2026 Assessments**

Resolution 11-26 Adopting the Property & Casualty Budget for the Burlington County Insurance Commission and Certifying Member Assessments is included on page 24 of the agenda.

- ❑ **2026 Meeting Dates (Pages 25-26) –** At our last meeting we discussed the meeting dates for 2026. The meetings will be held at the County Administration Building with an option to participate in the meeting via Zoom. Included in the agenda on page 25 is Resolution 12-26, 2026 Regular Meeting Schedule and on page 26 is the 2026 Annual Meeting Notice. All of the meetings are scheduled on a Tuesday. We will need to schedule a date for the October meeting.

  - ❑ **Motion to approve Resolution 12-26, 2026 Regular Meeting Schedule**

- ❑ **Appointing Certain Professionals (Pages 27-29) –** At the December meeting the Commissioners discussed awards for certain professional services. Included in the agenda on pages 27-29 is Resolution 13-26, Appointing Certain Professionals for Fund Year 2026. The professionals include PERMA, The Actuarial Advantage, Inc., Bowman & Company, LLP Lenox Law Firm and Qual Lynx. Copies of the service agreements are included in Appendix II of the agenda, and the executed copy will be attached to the resolution. The resolution and service agreements were reviewed by the Commission Attorney.

  - ❑ **Motion to approve Resolution 13-26, Appointing Certain Professionals for Fund Year 2026**

- ❑ **Revised Claims Committee Charter (Pages 30-34) -** Included in the agenda on page 30 is Resolution 14-26, Authorizing the Adoption of the Revised Claims Committee Charter. The Charter was amended to update the Committee Members. The Revised Claims Committee Charter is included on pages 31-34.

  - ❑ **Motion to approve Resolution 14-26, Authorizing the adoption of the Revised Claims Committee Charter**

- ❑ **Resolution 15-26, Authorizing an Amendment to Resolution 13-25 (Page 35) -** Included in the agenda on page 35 is Resolution 15-26, authorizing an amendment to Resolution 13-25. At the last meeting, the Commissioners approved revising the not-to-exceed contract amount to $26,000 for the 2025 contract with Cockerill, Craig & Moore, LLC.

  - ❑ **Motion to approve Resolution 15-26, Authorizing an amendment to Resolution 13-25**

- ❑ **Certificate of Insurance Issuance Report (Page 36) –** Included in the agenda on page 36 is a copy of the certificate of issuance report from the NJCE listing the certificates issued for the

month of December. There were (3) three certificates of insurance issued during the month of December.

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

- **Proposal for ESafety Course Package (Page 37) -** We received a request from the County to assist in the ESafety Course Package costs for 2026. The Commission has paid for this course over the past years. The package would include 1,327 users for a total cost of $10,616. A copy of the proposal is included in the agenda on page 37. This expense would be allocated in the 2026 budget under the miscellaneous and expense contingency line.

  - **Motion to authorize the cost of $ 10,616 for the ESafety Course Package**

- **NJ Counties Excess Joint Insurance Fund (NJCE) –** The NJCE held a special meeting on January 6th to formally adopt their 2026 Budget in the amount of $43,528,710. This amount represents a reduction of $1,335,526 from the introduced budget. Executive Director will provide a verbal report during the meeting, and a written summary report of the meeting will appear in the next agenda. The NJCE will hold their Reorganization Meeting in person at the Forsgate County Club in Monroe Township on February 26, 2026 at 10:30 a.m.

- **NJCE 2026 Renewal Overview Webinar -** The Underwriting Manager will hold a webinar to provide a high-level overview of the changes in the 2026 renewal on Tuesday, February 24th at 11 a.m.; a link to register will be distributed.

- **BCIC Financial Fast Track (Pages 38-40)** – Included in the agenda on pages 38-40 is a copy of the Financial Fast Track for the month of October. As of **October 31, 2025** there is a statutory surplus of **$2,145,371.** Line 10 of the report, "Investment in Joint Venture" is the Burlington County Insurance Commission's share of the equity in the NJCE. BCIC's equity in the NJCE as **October 31, 2025** is **$1,623,550.** The cash amount is **$9,220,115.**

- **NJCE Property and Casualty Financial Fast Track –** The NJCE Financial Fast Track was not available for inclusion in the agenda, however we hope to review the report at the meeting.

- **Claims Tracking Reports (Pages 41-43) –** The claims tracking reports are on pages 41-43 of the agenda. The Executive Director will review the Claims Activity Report and Expected Loss Ratio Analysis Report as of October 31, 2025 with the Commission.

- **Special Meeting –** The January Claims Committee meeting date has been changed to January 14, 2026 at 3:00 p.m. A Special Meeting is scheduled for January 21, 2026 at 11:00 a.m. Both meetings will be conducted via zoom.

RESOLUTION NO. 1-26

BURLINGTON COUNTY INSURANCE COMMISSION

CERTIFYING THE APPOINTMENT OF CHAIRPERSON

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

WHEREAS, the BCIC has the authority and deemed it necessary and appropriate to formally re-organize for the 2026 commission year; and

NOW THEREFORE by the Burlington County Insurance Fund Commission that the following persons have been appointed as Chairperson, Vice Chairperson and Commissioners

Ashley Buono, Esq.	Chairperson
Eve. A. Cullinan	Vice Chairperson
Dina Rocco, Esq.	Commissioner
Erin Kelly	Commissioner, Alternate

BE IT FURTHER RESOLVED that the Chairperson, Vice Chairperson, Commissioner and Commissioner Alternate shall serve for a one-year term through the reorganization of the Commission and until their successors shall be appointed and qualified.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026**.**

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 2-26

BURLINGTON COUNTY INSURANCE COMMISSION APPOINTING A COMMISSIONER AND ALTERNATE TO THE NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND FOR FUND YEAR 2026

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

WHEREAS, the New Jersey Counties Excess Joint Insurance Fund (hereinafter the Fund) is duly constituted as a joint insurance fund; and

WHEREAS, the Fund by-laws require each member insurance commission to appoint one (1) commissioner to the Fund; and

WHEREAS, Ashley Buono, Esq. is an employee of the County and the Commission having deemed it appropriate to designate **Ashley Buono, Esq**. as commissioner to the Fund; and

NOW THEREFORE BE IT RESOLVED by the Commissioners of said Commission **Ashley Buono, Esq.** is designated commissioner to the New Jersey Counties Excess Joint Insurance Fund for the Fund year 2026.

FURTHER THEREFORE BE IT RESOLVED by the Commissioners of said Commission **Dina Rocco, Esq.** is designated as the alternate commissioner to the New Jersey Counties Excess Joint Insurance Fund for the Fund year 2026.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 3-26

BURLINGTON COUNTY INSURANCE COMMISSION
APPOINTING AGENT FOR SERVICE OF PROCESS AND CUSTODIAN OF RECORDS
FOR THE COMMISSION FOR THE YEAR 2026

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

WHEREAS, the BCIC has the authority and deemed it necessary and appropriate to formally re-organize for the 2026 commission year; and

NOW THEREFORE be it resolved by the Burlington County Insurance Commission that **PERMA Risk Management Services** is hereby appointed as agent for service of process upon the BCIC, at its office located at 9 Campus Drive, Suite 216, Parsippany, NJ 07054 for the year 2026 or until its successor has been appointed and qualified. Said appointment shall be at no cost to the BCIC.

BE IT FURTHER RESOLVED that PERMA Risk Management Services shall also be the Custodian of Records at no cost to the BCIC.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 4-26

BURLINGTON COUNTY INSURANCE COMMISSION
DESIGNATING OFFICIAL NEWSPAPER FOR THE COMMISSION

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

WHEREAS, the BCIC has the authority and deemed it necessary and appropriate to formally re-organize for the 2026 commission year; and

BE IT RESOLVED by the Burlington County Insurance Commission, (hereinafter the BCIC) the **Burlington County Times** is hereby designated as the official newspaper for the Commission and all official notices required to be published shall be published in the newspaper.

BE IT FURTHER RESOLVED that the designation of official newspaper shall be effective upon adoption of the within resolution for the term of one year through the 2027 re-organization of the BCIC.

BE IT FURTHER RESOLVED that in the case of special meetings or emergency meetings, the Executive Director of the BCIC shall give notice of said meetings to the Burlington County Times.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 5-26

BURLINGTON COUNTY INSURANCE COMMISSION

DESIGNATING AUTHORIZED DEPOSITORIES FOR FUND ASSETS AND ESTABLISHING CASH MANAGEMENT PLAN

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

WHEREAS, the BCIC has the authority and deemed it necessary and appropriate to formally re-organize for the 2026 commission year; and

NOW THEREFORE BE IT RESOLVED that **Citizens Bank/Citizens Finance Bank** is hereby designated as the depository for assets of the Commission upon adoption of the within Resolution through 2027 re-organization of the BCIC; and

BE IT FURTHER RESOLVED that the attached Cash and Investment Management Plan, which includes the designation of authorized depositories, be and is hereby adopted.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026**.**

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

BURLINGTON COUNTY INSURANCE COMMISSION

2026 CASH MANAGEMENT AND INVESTMENT POLICY

*1.) **Cash Management and Investment Objectives***

The BURLINGTON COUNTY INSURANCE COMMISSION's (hereinafter referred to as the Commission) objectives in this area are:

- *a.)* Preservation of capital.
- *b.)* Adequate safekeeping of assets.
- *c.)* Maintenance of liquidity to meet operating needs, claims settlements and dividends.
- *d.)* Diversification of the Commission's portfolio to minimize risks associated with individual investments.
- *e.)* Maximization of total return, consistent with risk levels specified herein.
- *f.)* Investment of assets in accordance with State and Federal Laws and Regulations.
- *g.)* Accurate and timely reporting of interest earnings, gains and losses by line of coverage in each Commission year.
- *h.)* Where legally permissible, cooperation with other local municipal joint insurance funds/commissions, and the New Jersey Division of Investment in the planning and execution of investments in order to achieve economies of scale.
- *i.)* Stability in the value of the Commission's economic surplus.

*2.) **Permissible Investments***

Investments shall be limited to the investments authorized under New Jersey Statues 40A:5-15.1.

*3.) **Authorized Depositories***

In addition to the above, the Commission is authorized to deposit funds in certificates of deposit and other time deposits in banks covered by the Governmental Unit Depository Protection Act, N.J.S.A. 18:9-14 et seq. (GUDPA).

The Commission is also authorized to invest its assets in the New Jersey Cash Management Fund.

*4.) **Authority for Investment Management***

The Treasurer is authorized and directed to make investments, with a maturity of three months or longer, through asset managers that may be selected by the Executive Committee. Such asset managers shall be discretionary trustees of the Commission.

Their actions and decisions shall be consistent with this plan and all appropriate regulatory constraints.

In executing investments, asset managers shall minimize transaction costs by querying prices from at least three (3) dealers and purchasing securities on a competitive basis. When possible, federal securities shall be purchased directly from the US Treasury. Transactions shall not be processed through brokerages, which are organizationally affiliated with the asset manager. Transactions may also be processed through the New Jersey Division of Investment by the Commission's asset managers.

5.) ***Preservation of Capital***

Securities shall be purchased with the ability to hold until maturity.

6.) ***Safekeeping***

Securities purchased on behalf of the Commission shall be delivered electronically or physically to the Commission's custodial bank, which shall maintain custodial and/or safekeeping accounts for such securities on behalf of the Commission.

7.) ***Selection of Asset Managers, Custodial Banks and Operating Banks***

Asset managers, custodial banks and operating banks shall be retained for contract periods of one (1) year. Additionally, the Commission shall maintain the ability to change asset managers and/or custodial banks more frequently based upon performance appraisals and upon reasonable notice and based upon changes in policy or procedures.

8.) ***Reporting***

Asset managers will submit written statements to the Treasurer and Executive Director describing the proposed investment strategy for achieving the objectives identified herein. Asset managers shall also submit revisions to strategy when justified as a result of changing market conditions or other factors. Such statements shall be provided to the Treasurer and Executive Director. The statements shall also include confirmation that all investments are made in accordance with this plan. Additionally, the Investment Manager shall include a statement that verifies the Investment Manager has reconciled and determined the appropriate fair value of the Commissions portfolio based on valuation guidelines that shall be kept on file in the Executive Director's office.

The Treasurer shall report to the Executive Committee at all regular meetings on all investments. This report shall include information on the balances in all bank and investment accounts, and purchases, sales, and redemptions occurring in the prior month.

9.) ***Audit***

This plan, and all matters pertaining to the implementation of it, shall be subject to the Commission's annual audit.

10.) ***Cash Flow Projections***

Asset maturity decisions shall be guided by cash flow factors payout factors supplied by the Commission Actuary and reviewed by the Executive Director and the Treasurer.

11.) ***Cash Management***

All moneys turned over to the Treasurer shall be deposited within forty-eight (48) hours in accordance with N.J.S.A. 40A:5-15.

In the event a check is made payable to the Treasurer rather than the Commission, the following procedure is to be followed:

a.) The Treasurer endorses the check to the Commission and deposits it into the Commission account.

b.) The Treasurer notifies the payer and requests that in the future any check be made payable to the Commission.

The Treasurer shall minimize the possibility of idle cash accumulating in accounts by assuring that all amounts in excess of negotiated compensating balances are kept in interest bearing accounts or promptly swept into the investment portfolio.

The method of calculating banking fees and compensating balances shall be documented to the Executive Committee by the Treasurer at least annually.

Cash may be withdrawn from investment pools under the discretion of asset managers only to Commission operations, claims imprest accounts, or approved dividend payments.

The Treasurer shall escheat to the State of New Jersey checks, which remain outstanding for twelve or more months after the date of issuance. However, prior to implementing such procedures, the Treasurer, with the assistance of the claims agent, as needed, shall confirm that the outstanding check continues to represent a valid claim against the Commission.

RESOLUTION NO. 6-26

BURLINGTON COUNTY INSURANCE COMMISSION
DESIGNATING COMMISSION TREASURER

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

WHEREAS, the BCIC requires the services of a Treasurer, and

WHEREAS, Carolyn Havlick has demonstrated the skill and possesses the qualifications to perform the duties of Treasurer for the County Insurance Commission;

WHEREAS, the Commission authorizes the appointment of **Carolyn Havlick** as BCIC Treasurer for the term commencing upon adoption of the within resolution through 2027 BCIC Reorganization; and

BE IT FURTHER RESOLVED that **Carolyn Havlick** shall receive no compensation to serve as Treasurer to the BCIC.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 7-26

BURLINGTON COUNTY INSURANCE COMMISSION
DESIGNATING AUTHORIZED SIGNATURES FOR COMMISSION BANK ACCOUNTS

BE IT RESOLVED by the Burlington County Insurance Commission (hereinafter the Commission) that all funds of the Commission shall be withdrawn from the official named depositories by check, which shall bear the signatures of at least two (2) of the following persons who are duly authorized pursuant to this resolution, except for those checks in the amount of $100,000 or more and in that instance at least three signatures shall be required; and

Carolyn Havlick, Treasurer

Ashley Buono, Esq., Chairperson

Eve A. Cullinan, Vice Chairperson

BE IT FURTHER RESOLVED all funds for Claim payments shall be withdrawn from Qual-Lynx, the Third Party-Administrator's designated and dedicated TD Bank account, set up for the Burlington County Insurance Commission by check and bear the signature of the representatives listed below duly authorized pursuant to this Resolution. This account is funded by wires initiated by the Commission Treasurer.

Alice H. Lihou	Qual-Lynx
David S. Ruber	Qual-Lynx

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 8-26

INDEMNIFYING BURLINGTON COUNTY INSURANCE FUND COMMISSION OFFICIALS/EMPLOYEES

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

WHEREAS, the BCIC has the authority and deemed it necessary and appropriate to formally re-organize for the 2026 commission year; and

NOW THEREFORE BE IT RESOLVED by the BCIC that Commission elected officials, appointed officials, and employees are hereby indemnified in a manner similar to the provisions of N.J.S.A. 59:10-1, et seq. and 59:10A-1 et seq.; and

BE IT FURTHER RESOLVED that the aforesaid indemnification shall include the reasonable costs of defense; and

BE IT FURTHER RESOLVED that in interpreting the above referenced statutes, all discretion statutorily vested with the State shall be exercised by the BCIC, and all discretion vested with the Attorney General shall be exercised by the BCIC Attorney, subject to review by the BCIC; and

BE IT FURTHER RESOLVED that any employee, inclusive of public officials employed by the BCIC, shall be and is hereby indemnified for exemplary or punitive damages resulting from the employee's civil violation of State or Federal law if, in the opinion of the BCIC, the acts committed by the employee, upon which the damages are based, did not constitute actual fraud, actual malice, willful misconduct, or an intentional wrong; and

BE IT FURTHER RESOLVED that the aforesaid indemnification shall include the reasonable costs of defense and shall permanently attach to all acts performed during the calendar year 2026 through 2027 BCIC Re-organization, and to all acts performed in all prior years thereto; and

BE IT FURTHER RESOLVED that the BCIC may undertake an evaluation of the acts committed by an employee, for the purpose of determining whether the acts constituted actual fraud, actual malice, willful misconduct, or an intentional wrong, at such time as there shall be sufficient factual data available to reach a reasonable determination on the issue, and such determination, based upon the availability of information, may be made either prior to or subsequent to trial or settlement of the matter in question.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026**.**

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 9-26

BURLINGTON COUNTY INSURANCE COMMISSION
AUTHORIZING COMMISSION TREASURER TO PROCESS
CONTRACTED PAYMENTS AND EXPENSES

WHEREAS, the BURLINGTON County Insurance Commission (hereinafter "the Commission") is duly constituted as an insurance commission and is subject to all applicable laws and regulations of the State of New Jersey; and

WHEREAS, the Board of Commissioners has deemed it necessary and appropriate to provide authorization to the Commission Treasurer to pay certain Commission contracted payments and expenses during the month(s) when the Commission does not meet; and

WHEREAS, payment by the Commission Treasurer of contracted payments and expenses for the month(s) in which the Commission does not meet shall be ratified by the Commission at its next regularly scheduled meeting; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Burlington County Insurance Commission that the Commission Treasurer is hereby authorized to process the contracted payments and Commission expenses for all months in which the Commission does not meet during the year 2026.

BE IT FURTHER RESOLVED that the Board of Commissioners of the Burlington County Insurance Commission shall ratify the contracted payments and Commission expenses so paid by the Commission Treasurer pursuant to the Resolution at its next regularly scheduled monthly meeting.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 10-26

BURLINGTON COUNTY INSURANCE COMMISSION
AUTHORIZING THE USE OF COUNTY APPROVED BANKING SERVICES

WHEREAS, the Burlington County Insurance Commission (hereinafter "Commission") is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10 et seq.; and

WHEREAS, the Commission requires banking services, including depository accounts and checking accounts in order to conduct its business; and

WHEREAS, the Commission's members are all located within the County of Burlington; and

WHEREAS, the County issued and advertised a Request for Proposal ("RFP") for banking services on September 2, 2021 for calendar years 2022 and 2023; and

WHEREAS, upon receipt of Responses to the RFP, the County issued a contract for banking services with Citizens Bank effective January 1, 2022 through December 31, 2023; and

WHEREAS, by Resolution 2023-00571 adopted September 27, 2023, the County extended the contract for banking services with Citizens Bank for calendar year 2024; and

WHEREAS, by Resolution No. 5-24 adopted January 18, 2024, the Commission designated Citizens Bank as the depository of the funds of the Commission in accordance with the Commission's Cash Management Plan through reorganization in January 2025, and

WHEREAS, the Burlington County Department of Finance and Administration recommends exercising the second and final option year for banking Services with Citizens Bank/Citizens Finance Group assuming all contractual obligations for the remainder of the contract period and,

WHEREAS, the Board of County Commissioners of the County of Burlington adopted Resolution 2024-00656 on October 9, 2024 extending the contract for banking services with Citizens Bank/Citizens Finance Group for the period of January 1, 2025 – December 31, 2025 and

WHEREAS, the Board of County Commissioners of the County of Burlington adopted Resolution 2025-00636 on October 22, 2025 authorizing an award contract to Citizens Bank for the Period of January 1, 2026 to December 31, 2027 with two (2) one-year options expiring on December 31, 2029 and

WHEREAS, it is in the best interest of the Commission to adopt the Resolution of the County authorizing the contract for banking services with Citizens Bank for calendar year 2026 without the cost and duty of issuing a separate RFP or the inconsistency of naming a different banking institution as depository of Commission funds; now, therefore,

BE IT RESOLVED that the Commission hereby appoints Citizens Bank as its vendor for all Commission banking services for calendar year 2026, except for any matters related to property and casualty claims as the Third-Party Administrator handles those banking needs.

ADOPTED by The Burlington County Insurance Commission at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO, ESQ., CHAIRPERSON

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

Loss Fund Confidence Level at Mid

BURLINGTON COUNTY INSURANCE COMMISSION

2026 PROPOSED BUDGET : Loss Fund Confidence Level at Mid

	APPROPRIATIONS	Proposed Budget SIR	ANNUALIZED BUDGET FY2025	PROPOSED BUDGET FY2026	Annualized vs Proposed Total Increase/Decrease $	%
	I. Claims and Excess Insurance					
	Claims					
1	Property	250K	455,179	491,000	35,821	7.9%
2	Liability	250K	511,000	510,000	(1,000)	-0.2%
3	Auto	250K	176,000	184,000	8,000	4.5%
4	Workers' Comp.	300K	2,866,000	3,154,000	288,000	10.0%
5	SBL/EPL	Various	241,000	242,000	1,000	0.4%
6						
7	Subtotal - Claims		**4,249,179**	**4,581,000**	**331,821**	**7.8%**
8						
9	Premiums					
10	CEL JIF		4,355,488	4,370,530	15,042	0.3%
11						
12	SubTotal Premiums		**4,355,488**	**4,370,530**	**15,042**	**0.3%**
13	Total Loss Fund		**8,604,667**	**8,951,530**	**346,863**	**4.0%**
14						
15	II. Expenses, Fees & Contingency					
16						
17	Claims Adjustment		265,100	267,900	2,800	1.1%
18	Managed Care		0	0	0	0.0%
19	General Expense					
20	Exec. Director		241,029	245,850	4,821	2.0%
21	Actuary		12,000	12,240	240	2.0%
22	Auditor		7,829	7,986	157	2.0%
23	Attorney		17,000	17,000	0	0.0%
24	Treasurer		0	0	0	0.0%
25						
26						
27	Misc. Expense & Contingency		22,802	22,802	0	0.0%
28						
29	Total Fund Exp & Contingency		**565,760**	**573,778**	**8,018**	**1.4%**
30	Risk Managers		136,843	139,580	2,737	2.0%
31						
32	Total Ancilliary Coverages		**435,585**	**350,850**	**(84,735)**	**-19.5%**
33						
34	Total FUND Disbursements		**9,742,855**	**10,015,738**	**272,883**	**2.8%**
35	DIVIDEND CREDIT			**(150,000)**	**(150,000)**	**100.0%**
36	**Total Incl Dividend**		**9,742,855**	**9,865,738**	**122,883**	**1.3%**

BURLINGTON COUNTY INSURANCE COMMISSION
2026 PROPOSED ASSESSMENTS -

	2025			2026				Change $			Change %		
Member Name	NJCE & Commission	Ancillary	Total	NJCE & Commission	Ancillary	Dividend	Total	NJCE & Commissio n	Ancillary	Total	NJCE & Commission	Ancillary	Total
Burlington County	5,842,974	242,391	6,085,365	6,062,185	226,508	(105,890)	6,182,803	113,321	(15,883)	97,438	1.94%	-6.55%	1.60%
Burlington County Bridge Commission	1,240,800	13,305	1,254,105	1,287,351	12,142	(23,586)	1,275,907	22,965	(1,163)	21,802	1.85%	-8.74%	1.74%
Burlington County Institute of Tech	504,057	23,877	527,934	522,290	16,741	-	539,031	18,233	(7,136)	11,097	3.62%	-29.89%	2.10%
Burlington County Bd of Social Services	120,460	45,924	166,384	126,837	32,851	(3,438)	156,250	2,939	(13,073)	(10,134)	2.44%	-28.47%	-6.09%
Burlington County Special School Dist	974,158	51,650	1,025,808	1,009,687	40,790	-	1,050,477	35,529	(10,860)	24,669	3.65%	-21.03%	2.40%
Rowan College at Burlington County	624,821	58,438	683,259	656,539	21,818	(17,085)	661,271	14,632	(36,620)	(21,988)	2.34%	-62.66%	-3.22%
Grand Totals:	9,307,270	435,585	9,742,855	9,664,889	350,850	(150,000)	9,865,739	207,619	(84,735)	122,884	2.23%	-19.45%	1.26%

RESOLUTION NO. 11-26

RESOLUTION AUTHORIZING AND ADOPTING THE 2026 PROPERTY AND CASUALTY BUDGET FOR THE BURLINGTON COUNTY INSURANCE COMMISSION AND CERTIFYING MEMBER ASSESSMENTS

WHEREAS the BURLINGTON COUNTY INSURANCE COMMISSION is required under State regulation to adopt an annual budget in accordance with the Fiscal Affairs Law; and

NOW THEREFORE BE IT RESOLVED the appropriations in the total amount of **$9,865,738** is hereby authorized & approved and assessments for member entities are certified.

ADOPTED by the BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

RESOLUTION NO. 12-26

BURLINGTON COUNTY INSURANCE COMMISSION
2026 REGULAR MEETING SCHEDULE

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

WHEREAS, the Open Public Meetings Act of the State of New Jersey, N.J.S.A.10:4-6 et seq. requires public bodies to adopt an annual schedule of regular meetings and to furnish the public with notice of said schedule in a manner more specifically said forth in said Act; and

NOW THEREFORE BE IT RESOLVED by the Commissioners of said Burlington County Insurance Commission as follows:

1. The schedule of regular meetings of the BCIC for the year 2026 annexed hereto and made a part hereof be and is hereby adopted;

2. Copies of said annual schedule of regular meetings shall be posted and shall continue to be posted throughout the year on the bulletin board in the vestibule of the Administration Building, Mt. Holly, New Jersey and on the BCIC website;

3. Copies of said annual schedule of regular meetings shall be provided to the Burlington County Times for publication;

4. A copy of said annual schedule of regular meetings shall be filed with the Burlington County Clerk.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

BURLINGTON COUNTY INSURANCE COMMISSION

9 Campus Drive, Suite 216
Parsippany, NJ 07054

TO: Members of the Commission

2026 ANNUAL MEETING NOTICE

Pursuant to Chapter 231, Laws of 1975, known as the Open Public Meeting Acts, the following have been designated as meeting dates of the Burlington County Insurance Commission at which the business of said Commission may be formally discussed, decided or acted upon.

TIME	DATE	LOCATION	PURPOSE
10:00 A.M.	January 13, 2026	County Administration Building Board Room, First Floor 49 Rancocas Road, Mt. Holly, NJ	Re-Organization Meeting
10:00 A.M.	February 10, 2026		Regular Meeting
10:00 A.M.	March 10, 2026		Regular Meeting
10:00 A.M.	May 12, 2026		Regular Meeting
10:00 A.M.	June 9, 2026		Regular Meeting
10:00 A.M.	August 11, 2026		Regular Meeting
10:00 A.M.	September 9, 2026		Regular Meeting
10:00 A.M.	October - TBD		Regular Meeting
10:00 A.M.	December 15, 2026		Regular Meeting

Other meetings as may be required shall be scheduled and held, but pursuant to and with such additional notice as may be required by statute.

By: PERMA Risk Management Services
Administrator
BURLINGTON COUNTY INSURANCE COMMISSION

RESOLUTION NO. 13-26

BURLINGTON COUNTY INSURANCE COMMISSION
APPOINTING CERTAIN PROFESSIONALS FOR FUND YEAR 2026

WHEREAS, the Burlington County Insurance Commission places the public trust above all else and remains steadfast in its commitment to the highest ethical standards in the conduct of its business on behalf of the taxpayers of Burlington County; and

WHEREAS, the Board adopted Bylaws which establish the procedures for obtaining qualifications and/or proposals for professional services contracts; and

WHEREAS, said Bylaws further provide that, the Commissioners shall meet and select persons to serve in certain professional positions, including an Executive Director, Actuary, Auditor, Specialized Legal Services, (Commission Attorney) and Third-Party Administrator; and

WHEREAS, Request for Qualifications/Request for Proposals from qualified firms were solicited and received and reviewed as provided for by statute; and

WHEREAS, the BCIC desires to retain the services and enter into the agreements attached hereto for the respective services and the amounts as designated for the Fund Year 2026 as summarized below;

1) **PERMA, LLC as Executive Director for Property & Casualty** Engagement for an annual fee of $245,850 for fund year 2026. It is agreed that new members shall be charged a fee in proportion to the fee charged to current members of the Insurance Commission based on the net annual property & casualty budget of the Insurance Commission. The net annual property & casualty budget is the total billed budget less amounts for insurance policies listed in the budget as XS JIF Ancillary Coverage.

   PERMA, LLC as Executive Director for Administrative Health Insurance Services provided for Burlington County and Burlington County Bridge Commission and any members that join the commission hereafter.

   Plan Year 2026: $7.88 per employee, per month for administration
   $4 per employee, per month for enrollment system

   Should the COMMISSION join the Municipal Reinsurance Health Insurance Fund for stop loss coverage, the $4 enrollment fee will be removed as it will be an included service.

2) **The Actuarial Advantage, Inc. as Actuary** for a flat fee not to exceed $12,240 plus an amount not to exceed $600 for each public entity above the current public entity members.

3) **Bowman & Company, LLP as Auditor** for a fee of $25,638, ($7,986 for Property & Casualty and $17,652 for Health) to perform the 2026 audit.

4) **Lenox Law Firm as Specialized Legal Services, (Commission Attorney)** for a hourly rate of $200 and not to exceed $17,000 per year without prior consent of commission.

5) **Qual-Lynx as Third-Party Administrator** for an annual fee of $267,900. Refer to attached page for Manage Care Fee and other Services

WHEREAS, the designated professional has offered to provide the needed specialized services, which constitute "professional services" as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "Law") for amount as set forth above; and

WHEREAS, funds are anticipated to be available in 2026 temporary and permanent budgets and these contracts are further subject to certification of funds; and

WHEREAS, the proper accounts will be charged and funds encumbered prior to services being provided, contingent upon appropriation of sufficient funds for this purpose; now, therefore, be it

RESOLVED, by the Burlington County Insurance Commission that the attached Agreements are hereby authorized for the period January 1, 2026 through December 31, 2026; and, be it

FURTHER RESOLVED, that all Agreements approved hereunder have been awarded pursuant to a fair and open process and as professional services under N.J.S.A. 40A:11-5(1) (a); and, be it

FURTHER RESOLVED, that the Chairperson is hereby authorized to execute and deliver the attached Agreements in accordance with the Rules and Regulations of the Burlington County Insurance Commission; and, be it

FURTHER RESOLVED, that a copy of this action shall be printed once in the Burlington County Times within ten (10) days of its passage as required by law.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:
BY:_____
EVE CULLINAN, VICE CHAIRPERSON

QUAL-LYNX
LINKING YOU TO QUALITY CLAIM SERVICES

MANAGEMENT FEES

Burlington County Insurance Commission

October 22, 2025

FEE DESCRIPTION FOR THIRD PARTY CLAIMS ADMINISTRATION AND MANAGED CARE	FEE
TPA Services	
Flat Annual Fee	$267,900.00
Annual Administration Fee	No Charge
Claims Data Conversion and Takeover Claims	Incumbent; No Charge
Managed Care	
Provider Network Access	22% of Savings from Provider Charges
Medical Bill Review	Included in Provider Access Charge
Out of Network Negotiations	22% of Savings from Provider Charges
Telephonic Case Management	$85 per hour
Field Case Management	$95 per hour plus expenses

CHARGES FOR OTHER SERVICES:	
Account Management	Included
Ad Hoc Reporting	Included
On-Line Claim Reporting	Included
Medicare/CMS Reporting	Included
Internet Access to Claims and RMIS Systems	Included
Month End Loss Run Reports (Claim Experience Summary, Claims Activity Analysis, Payment Registers)	Included
Excess and Reinsurance Full Captioned Reporting as Required, With Monthly Loss Runs and Other Data Reports	Included
Litigation Management (Including Attendance at Court, Conferences and Depositions)	Included
Participation in and Attendance at Quarterly Claims Reviews, if Required	Included
Ad Hoc Client Meeting Attendance, as Needed	Included
Participation in Client Educational and Risk Management/Safety Forums/Seminars	Included
Full Financial and Loss Fund Bank Management and Reporting, Check Issuance, Treasurer Support and Reporting, Payment Register	Included
OFAC Compliance	Included
1099 Reporting	Included
Subrogation and Third Party Recovery Services	15% of recovery to be paid on the claims file
Catastrophic Claims Handling, Ten (10) or More Claimants	$85.00 per hour

The ANNUAL FEE QUOTE does not include Allocated Loss Expenses which include but are not limited to the following:

Central Index Bureau Fees	Legal Fees	Copy Fees
Surveillance and Activity Checks	Professional Fees	State and Federal Reporting Fees
NJ EDI Portal Fees	Official Reports	Managed Care Fees
Bank Fees	Carrier Fees, if charged	IME Fees

RESOLUTION NO. 14-26

BURLINGTON COUNTY INSURANCE COMMISSION
AUTHORIZING THE ADOPTION OF THE REVISED
CLAIMS COMMITTEE CHARTER

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

WHEREAS, pursuant to Resolution No. 20-12, adopted March 1, 2012, the Commission established a claims committee and appointed members as permitted by the duly adopted Commission rules and regulations; and

WHEREAS, the Commission adopted Resolution No. 26-12, Authorizing the Adoption of the Claims Committee Charter for use by the Claims Committee; and

WHEREAS, it is necessary to revise Resolution No. 26-12, adopted May 3, 2012; Resolution No. 15-14, adopted April 3, 2014; Resolution No. 17-17, adopted March 2, 2017; Resolution No. 34-21, adopted May 6, 2021; Resolution No. 44-21, adopted August 9, 2021; Resolution No. 15-23, adopted January 20, 2023; Resolution No. 37-23, adopted June 7, 2023; Resolution No. 49-23, adopted September 11, 2023; Resolution No. 44-24, adopted March 11, 2024; and Resolution No. 14-25, adopted January 14, 2025, to amend the Claims Committee Charter with respect to Committee membership; and

BE IT RESOLVED by the Burlington County Insurance Commission that the revised Claims Committee Charter, amending Committee Membership is hereby adopted for use by the Claims Committee.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

The Claims Committee will conduct meetings on the schedule attached to the Claims Committee Charter.

Claims Committee Meetings will be held virtually via Zoom starting at 3:00 pm

CLAIMS COMMITTEE ASSIGNMENTS

Committee Members Name	Affiliation
Dina Rocco, Esq.	Burlington County (Chair)
Tami L. Granata	Burlington County Division of Insurance & Risk Management
Tracy Jobes	Burlington County Bridge Commission
Marietta DiBartolomeo	Burlington County Board of Social Services
Matthew Farr	Rowan College at Burlington County
Andrew Willmott	Burlington County Special Services School District/Burlington County Institute of Technology
Heather Cooper	Burlington County Special Services School District/Burlington County Institute of Technology
Fund Professionals	
Nicholas J. Repici, Esq.	Commission Attorney
Joseph Hrubash	PERMA Risk Management Services
Cathy Dodd	PERMA Risk Management Services
Robyn Walcoff, Esq.	PERMA Risk Management Services
Kerin Drumheiser	PERMA Risk Management Services
Shai McLeod	PERMA Risk Management Services
Glenn Prince	J.A. Montgomery Risk Consulting
Jennifer Olson	Hardenbergh Insurance Group
Dominique McDuffie	Hardenbergh Insurance Group
Robert Gemmell	Brown & Brown
Kathleen M. Kissane	Qual-Lynx
Dawn Slivinski	Qual-Lynx.
Christopher Roselli	Qual-Lynx
Thomas Merchel	Conner Strong & Buckelew
Katherine Walters	Conner Strong & Buckelew
Jaclyn Lindsey	Conner Strong & Buckelew

The Burlington County Insurance Commission hereby constitutes and establishes a Claims Committee, an advisory committee authorized by the Commission's rules and regulations:

Composition

The Claims Committee shall be comprised of at least three members who shall be members of the Burlington County Insurance Commission and one Burlington County Insurance Commission Fund Commissioner. Each representative shall have one vote. As additional members join the Burlington County Insurance Commission, a representative from the new member entity shall be appointed to the Claims Committee.

Also serving on the Committee, with no voting privileges, shall be the Fund Attorney and other representatives from the Insurance Commission's Fund professionals Qual-Lynx., J.A. Montgomery, PERMA, Hardenbergh Insurance Group, Conner Strong & Buckelew & Brown & Brown).

Authority and Responsibility

1. The Claims Committee shall review and recommend for approval or denial all payment authority requests which are subject to payment that exceeds $20,000 for Automobile, Property, Liability, Workers' Compensation and EPL/POL claims, inclusive of legal fees, expenses, and such other items to be charged to the Burlington County Insurance Commission. This notification also includes any prior claim where a request for additional payment authority is needed beyond an amount previously approved, any requests for lien compromises, and any subrogation abandonment requests. With the advance approval of the Insurance Commission Attorney or Executive Director, the certifying and approving officer may also pay hospital bills if waiting until after the next regularly scheduled Insurance Commission meeting would result in the loss of a discount on such bills. When the certifying and approving officer utilizes this authority, a report shall be made to the Commissioners at their next meeting.

2. The Claims Committee shall review and recommend for approval or denial all settlement authority requests subject to payment that exceeds $20,000 for workers compensation claims and are equal to or greater than $5,000 for Automobile, Property, Liability, and EPL/POL claims, inclusive of legal fees, expenses, and such other items to be charged to the Burlington County Insurance Commission.

3. The Claims Committee shall develop and recommend claims cost containment programs.

Claims Committee Bylaws

The Claims Committee of the Burlington County Insurance Commission was established in March, 2012 where the Burlington County Insurance Commission adopted a resolution appointing certain employees of member entities to the Claims Committee, an advisory committee authorized by the Commission's rules and regulations. The Committee's

operational guidelines are set down herein and may be amended by the Commissioners of the Burlington County Insurance Commission.

Meetings

The Claims Committee shall meet according to the scheduled dates and as many times as the Committee Chair deems necessary.

Attendance

A majority of members of the Claims Committee shall be present at all meetings. In addition, a representative from the Executive Director's office, the Commission Attorney's office, a representative from the NJCE Safety Director's office and a representative from the Third Party Administrator's office shall attend such meetings. As necessary or desirable, the Chair may request other professionals and/or member representatives to also attend in order to exchange view on any issue that may be at hand.

Specific Duties

In undertaking its responsibilities as outlined above, the Claims Committee is to:

1. Apprise the Commissioners of the Burlington County Insurance Commission, through special presentations as necessary, of significant developments in the course of performing its responsibility.

2. Review and recommend for approval or denial all payment authority requests which are subject to payment that exceeds $20,000 for Automobile, Property, Liability, Workers' Compensation and EPL/POL claims, inclusive of legal fees, expenses, and such other items to be charged to the Burlington County Insurance Commission. This notification also includes any prior claim where a request for additional payment authority is needed beyond an amount previously approved, any requests for lien compromises, and any subrogation abandonment requests. With the advance approval of the Insurance Commission Attorney or Executive Director, the certifying and approving officer may also pay hospital bills if waiting until after the next regularly scheduled Insurance Commission meeting would result in the loss of a discount on such bills. When the certifying and approving officer utilizes this authority, a report shall be made to the Commissioners at their next meeting.

3. Review and recommend for approval or denial all settlement authority requests which are subject to payment that exceeds $20,000 for workers compensation claims and are equal to or greater than $5,000 for Automobile, Property, Liability Claims, and ELP/POL claims, inclusive of legal fees, expenses, and such other items to be charged to the Burlington County Insurance Commission.

4. Recommend to Commissioners of the Burlington County Insurance Commission an appropriate changes or extensions in the duties of the Committee.

Report regularly to the Commissioners of the Burlington County Insurance Commission on the discharge of these responsibilities.

RESOLUTION NO. 15-26

AUTHORIZIATION TO AMEND RESOLUTION 13-25 ADOPTED ON JANUARY 14, 2025 TO REFLECT A CHANGE IN THE NOT EXCEED AMOUNT FOR COCKERILL, CRAIG & MOORE, LLC AS SPECIALIZED LEGAL SERVICES, (COMMISSION ATTORNEY)

WHEREAS, the Burlington County Insurance Commission (hereinafter the "Commission") is duly constituted as an Insurance Commission pursuant to N.J.S.A 40A et seq; and

WHEREAS, by Resolution 13-25 adopted on January 14, 2025, the Commissioners of the Burlington County Insurance Commission authorized a contract to Cockerill, Craig & Moore, LLC to provide Special Legal Services, (Commission Attorney); and

WHEREAS, there is a need to amend item 4 of Resolution 13-25 to revise the not to exceed contract amount to $26,000; and

WHEREAS, all other covenants and agreements set forth in Resolution 13-25 shall remain unchanged;

NOW THEREFORE BE IT RESOLVED, by the Commissioners of the Burlington County Insurance Commission that Resolution 13-25 adopted on January 14, 2025 is hereby amended solely to reflect a revised not to exceed amount of $26,000 for Cockerill, Craig & Moore, LLC;

BE IT FURTHER RESOLVED that all other terms and conditions of Resolution 13-25 shall remain unchanged.

ADOPTED by the Burlington County Insurance Commission at a properly noticed meeting held on January 13, 2026

BY:_____
ASHLEY BUONO, ESQ., CHAIRPERSON

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

Burlington County Insurance Commission

From 12/1/2025 To 1/1/2026 *Certificate of Insurance Monthly Report*

Holder (H)/ Insured Name (I)	Holder / Insured Address	Description of Operations	Issue Date/ Cert ID	Coverage
H - Monmouth University I - Burlington County Special Services		RE: Clinical Education Experience Monmouth University, its trustees, officers, directors, agents, employees and students are Additional Insured on the above-referenced Commercial General Liability and Excess Liability Policies if required by written contract as respect to the Clinical Education Experience Agreement.	12/10/2025 #5887288	EX WC OTH
H - New Jersey Motor Vehicle I - County of Burlington	Commission 120 S Stockton Street and E Front Street Trenton, NJ 08611	Company B: Auto Physical Damage; Policy Term: 01/01/2026 - 01/01/2027; Policy #:NJCE20263-10; Policy Limits: $10,000,000 Company B: Property; Policy Term: 01/01/2026 - 01/01/2027; Policy #:NJCE20263-10; Policy Limits: $260,000,000 RE: Evidence of Insurance. All operations usual to County Governmental Entity. Auto Liability covering: # 18-153 2024 FORD CHAMPION CHALLENGER 1FDFE4FN4RDD21501 # 18-154 2024 FORD CHAMPION CHALLENGER 1FDFE4FNXRDD21485 In Transit Tags	12/15/2025 #5893043	GL AU EX WC OTH
H - State of New Jersey Dept. of I - County of Burlington	Children & Families 50 East State Street, 3rd Floor PO Box 717 Trenton, NJ 08625	RE: Contract Number 26NYCR Evidence of Insurance. All operations usual to County Governmental Entity as respect to contract number 26NYCR. Statutory Faithful Performance coverage is included. As respects the General Liability coverage, the policies do not have an exclusion for sexual abuse/molestation.	12/18/2025 #5898897	GL AU EX WC OTH
Total # of Holders: 3				

County of Burlington, NJ

Submitted To: Heifa Perry

Date: November 12, 2025

PROPOSAL FOR ESAFETY CONTENT:

eSafety Content is an easy and efficient solution for your training needs by providing eSafety's comprehensive training courses available through your company learning management system! As each individual becomes more knowledgeable it will fuel the overall growth of your organization. We are excited about exploring the opportunity to work with you to meet your training needs.

YOUR INVESTMENT:

Your organization will have access to a 6/Unlimited-course package for up to 1,327 users for the 12-month training period. It also includes our personal customer service, system maintenance, and updates to course content. If selecting the unlimited course package, all newly developed courses will be added to your subscription at no additional cost.

Your login to eSafety Content is designed for simple navigation. It incorporates comprehensive capabilities of selecting the individual course(s) you would like to include in your package and downloading the proxy file for each course file to be utilized on your company LMS. This download will automatically link any course file updates! Below is also a demo login to eSafety Training so you can review all training courses before making your selection.

Proposed Annual Subscription: 1/01/2026 – 12/31/2026		
Course Package:	6 Courses	Unlimited
1,327 Users:	$8.00/User/Year	$14.00/User/Year
Total Cost:	$10,616.00	$18,578.00

Your subscription will begin based on the terms of our signed agreement. You will have access to eSafety Content and all features for 12 months. This proposal is valid until 12/31/2025

Angie Tramper
(616) 850-0424
angie@esafety.com.

		BURLINGTON COUNTY INSURANCE COMMISSION			
		FINANCIAL FAST TRACK REPORT			
		AS OF October 31, 2025			
		ALL YEARS COMBINED			
		THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1.	UNDERWRITING INCOME	811,905	8,119,046	76,857,328	84,976,373
2.	CLAIM EXPENSES				
	Paid Claims	226,032	3,493,688	27,554,456	31,048,144
	Case Reserves	(453,029)	1,063,819	5,456,186	6,520,005
	IBNR	658,015	687,443	3,845,102	4,532,544
	Excess Insurance Recoverabl	0	0	(99,447)	(99,447)
	Discounted Claim Value	23,423	(250,402)	(606,336)	(856,738)
	TOTAL CLAIMS	454,441	4,994,548	36,149,961	41,144,509
3.	EXPENSES				
	Excess Premiums	399,256	3,992,561	34,252,239	38,244,800
	Administrative	56,233	584,074	5,557,679	6,141,753
	TOTAL EXPENSES	455,490	4,576,635	39,809,918	44,386,553
4.	UNDERWRITING PROFIT (1-2-3)	(98,026)	(1,452,137)	897,449	(554,688)
5.	INVESTMENT INCOME	25,557	294,197	1,227,353	1,521,550
6.	PROFIT (4 + 5)	(72,469)	(1,157,940)	2,124,802	966,862
7.	CEL APPROPRIATION CANCELLATION	0	0	4,958	4,958
8.	DIVIDEND INCOME	0	0	541,024	541,024
9.	DIVIDEND EXPENSE	0	0	(991,024)	(991,024)
10.	SURPLUS TRANSFER	0	0	0	0
11.	INVESTMENT IN JOINT VENTURE	0	477,278	1,146,272	1,623,550
12.	SURPLUS (6 + 7 + 8 - 9 + 10 + 11)	(72,469)	(680,662)	2,826,033	2,145,370.54
	SURPLUS (DEFICITS) BY FUND YEAR				
	2012	1,101	16,172	526,281	542,453
	2013	430	4,022	(166,660)	(162,638)
	2014	2,065	65,794	1,920	67,714
	2015	36	9,594	(1,002,414)	(992,820)
	2016	(12,175)	(99,989)	38,107	(61,882)
	2017	2,002	50,619	1,007,416	1,058,036
	2018	839	(4,078)	141,227	137,150
	2019	2,472	(7,346)	1,323,806	1,316,460
	2020	4,101	148,341	2,134,887	2,283,228
	2021	1,951	29,441	(183,415)	(153,974)
	2022	866	(89,446)	(1,259,464)	(1,348,909)
	2023	2,644	(143,003)	(271,718)	(414,721)
	2024	3,080	(329,671)	536,058	206,388
	2025	(81,881)	(331,113)		(331,113)
	TOTAL SURPLUS (DEFICITS)	(72,469)	(680,662)	2,826,033	2,145,371
	TOTAL CASH				9,220,115

BURLINGTON COUNTY INSURANCE COMMISSION

FINANCIAL FAST TRACK REPORT

AS OF October 31, 2025

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
CLAIM ANALYSIS BY FUND YEAR				
FUND YEAR 2012				
Paid Claims	0	38,038	1,773,288	1,811,326
Case Reserves	0	(34,725)	34,725	0
IBNR	0	(3,000)	28,845	25,845
Excess Insurance Recoverable	0	0	(909)	(909)
Discounted Claim Value	0	(1,547)	(933)	(2,480)
TOTAL FY 2012 CLAIMS	**0**	**(1,233)**	**1,835,016**	**1,833,782**
FUND YEAR 2013				
Paid Claims	1,813	7,111	2,629,972	2,637,083
Case Reserves	(1,813)	3,105	5,599	8,704
IBNR	0	(3,000)	29,114	26,114
Excess Insurance Recoverable	0	0	(7,910)	(7,910)
Discounted Claim Value	0	(3,173)	(509)	(3,683)
TOTAL FY 2013 CLAIMS	**0**	**4,042**	**2,656,266**	**2,660,308**
FUND YEAR 2014				
Paid Claims	80	130	2,452,144	2,452,274
Case Reserves	0	(38,839)	38,839	0
IBNR	0	0	0	0
Excess Insurance Recoverable	0	0	0	0
Discounted Claim Value	0	193	(193)	(0)
TOTAL FY 2014 CLAIMS	**80**	**(38,516)**	**2,490,790**	**2,452,274**
FUND YEAR 2015				
Paid Claims	942	18,619	3,286,416	3,305,035
Case Reserves	(942)	(18,619)	92,053	73,434
IBNR	0	0	0	0
Excess Insurance Recoverable	0	0	(11)	(11)
Discounted Claim Value	0	(6,202)	(1,350)	(7,552)
TOTAL FY 2015 CLAIMS	**0**	**(6,202)**	**3,377,108**	**3,370,907**
FUND YEAR 2016				
Paid Claims	14,212	75,902	2,409,379	2,485,281
Case Reserves	(1,522)	57,951	92,314	150,265
IBNR	0	0	1,720	1,720
Excess Insurance Recoverable	0	0	0	0
Discounted Claim Value	0	(12,917)	(2,229)	(15,146)
TOTAL FY 2016 CLAIMS	**12,690**	**120,936**	**2,501,184**	**2,622,121**
FUND YEAR 2017				
Paid Claims	9,274	53,640	1,637,438	1,691,077
Case Reserves	(9,274)	(53,640)	78,174	24,535
IBNR	0	0	7,032	7,032
Excess Insurance Recoverable	0	0	0	0
Discounted Claim Value	0	(1,495)	(2,583)	(4,078)
TOTAL FY 2017 CLAIMS	**0**	**(1,495)**	**1,720,060**	**1,718,566**

BURLINGTON COUNTY INSURANCE COMMISSION

FINANCIAL FAST TRACK REPORT

AS OF October 31, 2025

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
FUND YEAR 2018				
Paid Claims	2,362	70,901	2,799,129	2,870,030
Case Reserves	(6,491)	(39,422)	118,072	78,650
IBNR	4,129	648	33,510	34,157
Excess Insurance Recoverable	0	0	0	0
Discounted Claim Value	0	(4,248)	(6,472)	(10,720)
TOTAL FY 2018 CLAIMS	**0**	**27,879**	**2,944,238**	**2,972,117**
FUND YEAR 2019				
Paid Claims	420	145,918	1,853,990	1,999,907
Case Reserves	(420)	(100,196)	119,367	19,171
IBNR	0	(22,660)	75,922	53,262
Excess Insurance Recoverable	0	0	(90,077)	(90,077)
Discounted Claim Value	0	3,850	(10,374)	(6,524)
TOTAL FY 2019 CLAIMS	**0**	**26,912**	**1,948,828**	**1,975,740**
FUND YEAR 2020				
Paid Claims	(9,908)	2,494	747,818	750,312
Case Reserves	(3,352)	1,438	32,126	33,564
IBNR	13,260	(30,989)	189,912	158,923
Excess Insurance Recoverable	0	0	0	0
Discounted Claim Value	0	(2,653)	(12,523)	(15,176)
TOTAL FY 2020 CLAIMS	**0**	**(29,710)**	**957,333**	**927,623**
FUND YEAR 2021				
Paid Claims	20,016	306,544	2,391,332	2,697,876
Case Reserves	(24,399)	(193,336)	665,165	471,829
IBNR	4,383	(100,420)	297,748	197,327
Excess Insurance Recoverable	0	0	(541)	(541)
Discounted Claim Value	0	4,969	(64,652)	(59,683)
TOTAL FY 2021 CLAIMS	**(0)**	**17,756**	**3,289,052**	**3,306,808**
FUND YEAR 2022				
Paid Claims	38,143	517,727	3,051,535	3,569,262
Case Reserves	22,885	(215,091)	1,546,790	1,331,699
IBNR	(61,027)	(270,570)	566,653	296,084
Excess Insurance Recoverable	0	0	0	0
Discounted Claim Value	0	12,323	(141,638)	(129,315)
TOTAL FY 2022 CLAIMS	**(0)**	**44,388**	**5,023,341**	**5,067,729**
FUND YEAR 2023				
Paid Claims	21,235	452,360	1,784,398	2,236,757
Case Reserves	22,439	104,206	1,055,817	1,160,023
IBNR	(43,673)	(214,847)	1,013,302	798,455
Excess Insurance Recoverable	0	0	0	0
Discounted Claim Value	0	(22,098)	(134,764)	(156,862)
TOTAL FY 2023 CLAIMS	**0**	**319,621**	**3,718,753**	**4,038,374**
FUND YEAR 2024				
Paid Claims	50,176	1,057,083	737,617	1,794,700
Case Reserves	170,988	247,284	1,577,146	1,824,430
IBNR	(221,164)	(1,004,074)	1,601,344	597,270
Excess Insurance Recoverable	0	0	0	0
Discounted Claim Value	0	19,863	(228,116)	(208,253)
TOTAL FY 2024 CLAIMS	**0**	**320,155**	**3,687,991**	**4,008,146**
FUND YEAR 2025				
Paid Claims	77,269	747,223		747,223
Case Reserves	(621,128)	1,343,703		1,343,703
IBNR	962,107	2,336,355		2,336,355
Excess Insurance Recoverable	0	0		0
Discounted Claim Value	23,423	(237,268)		(237,268)
TOTAL FY 2025 CLAIMS	**441,671**	**4,190,013**	**0**	**4,190,013**
COMBINED TOTAL CLAIMS	**454,441**	**4,994,548**	**36,149,961**	**41,144,509**

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.

Burlington County Insurance Commission

CLAIMS MANAGEMENT REPORT

EXPECTED LOSS RATIO ANALYSIS

AS OF October 31, 2025

CURRENT FUND YEAR 2020 -- LOSSES CAPPED AT RETENTION

		Current		70		Last Month		69		Last Year		58	
2020	Budget	Unlimited Incurred	Limited Incurred	Actual 31-Oct-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-24	MONTH TARGETED
PROPERTY	329,377	246,759	246,759	74.92%	100.00%	647,433	647,433	196.56%	100.00%	0	0	0.00%	100.00%
GEN LIABILITY	714,000	54,043	54,043	7.57%	96.75%	54,043	54,043	7.57%	96.85%	49,043	49,043	6.87%	97.02%
POL/EPL													
AUTO LIABILITY	139,000	8,875	8,875	6.39%	97.18%	8,875	8,875	6.39%	97.23%	65,944	65,944	47.44%	95.69%
WORKER'S COMP	1,708,000	565,098	565,098	33.09%	100.00%	565,098	565,098	33.09%	100.00%	607,440	607,440	35.56%	99.83%
TOTAL ALL LINES	2,890,377	874,775	874,775	30.27%	99.06%	1,275,448	1,275,448	44.13%	99.09%	722,427	722,427	24.99%	98.96%
NET PAYOUT %	$841,211			**29.10%**									

CURRENT FUND YEAR 2021 -- LOSSES CAPPED AT RETENTION

		Current		58		Last Month		57		Last Year		46	
2021	Budget	Unlimited Incurred	Limited Incurred	Actual 31-Oct-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-24	MONTH TARGETED
PROPERTY	403,000	68,601	68,601	17.02%	100.00%	70,287	70,287	17.44%	100.00%	0	0	0.00%	100.00%
GEN LIABILITY	606,000	50,986	50,986	8.41%	97.02%	50,986	50,986	8.41%	96.96%	107,250	107,250	17.70%	95.07%
POL/EPL													
AUTO LIABILITY	144,000	43,246	43,246	30.03%	95.69%	43,246	43,246	30.03%	95.43%	218,393	218,393	151.66%	91.84%
WORKER'S COMP	1,837,001	2,919,882	2,919,882	158.95%	99.83%	2,930,595	2,930,595	159.53%	99.80%	2,747,260	2,747,260	149.55%	99.28%
TOTAL ALL LINES	2,990,001	3,082,715	3,082,715	103.10%	99.08%	3,095,114	3,095,114	103.52%	99.04%	3,072,904	3,072,904	102.77%	98.16%
NET PAYOUT %	$2,630,297			**87.97%**									

CURRENT FUND YEAR 2022 -- LOSSES CAPPED AT RETENTION

		Current		46		Last Month		45		Last Year		34	
2022	Budget	Unlimited Incurred	Limited Incurred	Actual 31-Oct-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-24	MONTH TARGETED
PROPERTY	348,000	339,389	339,389	97.53%	100.00%	1,007,019	1,007,019	289.37%	100.00%	0	0	0.00%	100.00%
GEN LIABILITY	752,000	687,811	687,811	91.46%	95.07%	592,710	592,710	78.82%	94.71%	338,447	338,447	45.01%	88.77%
POL/EPL	0	2,426	2,426	0.00%	95.07%	0	0	0.00%	94.71%	0	0	0.00%	88.77%
AUTO LIABILITY	149,000	97,455	97,455	65.41%	91.84%	87,455	87,455	58.69%	91.45%	133,425	133,425	89.55%	85.94%
WORKER'S COMP	2,315,000	3,772,925	3,772,925	162.98%	99.28%	3,815,489	3,815,489	164.82%	99.20%	3,917,337	3,917,337	169.22%	97.68%
TOTAL ALL LINES	3,564,000	4,900,006	4,900,006	137.49%	98.15%	5,502,673	5,502,673	154.40%	98.00%	4,389,208	4,389,208	123.15%	95.54%
NET PAYOUT %	$3,568,307			**100.12%**									

Burlington County Insurance Commission
CLAIMS MANAGEMENT REPORT
EXPECTED LOSS RATIO ANALYSIS
AS OF October 31, 2025

CURRENT FUND YEAR 2023 -- LOSSES CAPPED AT RETENTION

		Current		34		Last Month		33		Last Year		22	
2023	Budget	Unlimited Incurred	Limited Incurred	Actual 31-Oct-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-24	MONTH TARGETED
PROPERTY	420,000	365,505	365,505	87.03%	100.00%	1,005,787	1,005,787	239.47%	100.00%	0	0	0.00%	98.69%
GEN LIABILITY	739,000	187,888	187,888	25.42%	88.77%	176,238	176,238	23.85%	88.03%	574,072	574,072	77.68%	76.91%
POL/EPL	0	553,540	553,540	0.00%	88.77%	0	0	0.00%	88.03%	0	0	0.00%	76.91%
AUTO LIABILITY	151,000	35,838	35,838	23.73%	85.94%	35,838	35,838	23.73%	85.26%	84,932	84,932	56.25%	73.57%
WORKER'S COMP	2,535,500	2,062,869	2,062,869	81.36%	97.68%	2,039,365	2,039,365	80.43%	97.46%	2,005,153	2,005,153	79.08%	91.80%
TOTAL ALL LINES	3,845,500	3,205,641	3,205,641	83.36%	95.76%	3,257,228	3,257,228	84.70%	95.44%	2,664,157	2,664,157	69.28%	88.98%
NET PAYOUT %	$2,045,618			**53.20%**									

CURRENT FUND YEAR 2024 -- LOSSES CAPPED AT RETENTION

		Current		22		Last Month		21		Last Year		10	
2024	Budget	Unlimited Incurred	Limited Incurred	Actual 31-Oct-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-24	MONTH TARGETED
PROPERTY	480,000	141,375	141,375	29.45%	98.69%	159,027	159,027	33.13%	98.04%	0	0	0.00%	76.00%
GEN LIABILITY	488,000	427,396	427,396	87.58%	76.91%	277,118	277,118	56.79%	75.57%	618,328	618,328	126.71%	42.00%
POL/EPL	0	152,500	152,500	0.00%	76.91%	0	0	0.00%	75.57%	0	0	0.00%	42.00%
AUTO LIABILITY	159,000	13,734	13,734	8.64%	73.57%	13,714	13,714	8.63%	71.98%	44,703	44,703	28.12%	40.00%
WORKER'S COMP	2,580,000	3,024,406	3,024,406	117.23%	91.80%	2,969,359	2,969,359	115.09%	90.74%	1,280,306	1,280,306	49.62%	42.00%
TOTAL ALL LINES	3,707,000	3,759,411	3,759,411	101.41%	89.95%	3,419,218	3,419,218	92.24%	88.89%	1,943,337	1,943,337	52.42%	46.32%
NET PAYOUT %	$1,934,982			**52.20%**									

CURRENT FUND YEAR 2025 -- LOSSES CAPPED AT RETENTION

		Current		10		Last Month		9		Last Year		-2	
2025	Budget	Unlimited Incurred	Limited Incurred	Actual 31-Oct-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-25	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Sep-24	MONTH TARGETED
PROPERTY	455,179	981,133	981,133	215.55%	76.00%	1,077,393	1,077,393	236.70%	68.00%			N/A	N/A
GEN LIABILITY	511,000	333,535	333,535	65.27%	42.00%	273,481	273,481	53.52%	36.00%			N/A	N/A
POL/EPL	0	3,500	3,500	0.00%	42.00%	0	0	0.00%	36.00%			N/A	N/A
AUTO LIABILITY	176,000	36,794	36,794	20.91%	40.00%	36,023	36,023	20.47%	35.00%			N/A	N/A
WORKER'S COMP	2,866,000	1,384,806	1,384,806	48.32%	42.00%	1,239,054	1,239,054	43.23%	33.00%			N/A	N/A
TOTAL ALL LINES	4,008,179	2,739,767	2,739,767	68.35%	45.77%	2,625,951	2,625,951	65.51%	37.44%	0	0	N/A	N/A
NET PAYOUT %	$558,011			**13.92%**									

Burlington County Insurance Commission

CLAIM ACTIVITY REPORT

October 31, 2025

COVERAGE LINE - PROPERTY

CLAIM COUNT - OPEN CLAIMS

Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
October-25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET CHGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Limited Reserves															$0
Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$600	$2,517	$6,042	$994,384	$1,003,543
October-25	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$600	$10,965	$10,485	$279,273	$301,324
NET CHGE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,449	$4,443	($715,111)	($702,219)
Ltd Incurred	$44,560	$21,276	$17,759	$183,294	$388,219	$208,503	$584,547	$288,781	$246,759	$68,601	$339,389	$365,505	$141,375	$0	$2,898,570

COVERAGE LINE - GENERAL LIABILITY

CLAIM COUNT - OPEN CLAIMS

Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	0	0	0	0	0	0	1	0	2	0	9	10	19	46	87
October-25	78	94	120	91	72	62	96	88	79	87	81	90	34	52	1124
NET CHGE	78	94	120	91	72	62	95	88	77	87	72	80	15	6	1037
Limited Reserves															$884
Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	$0	$0	$0	$0	$0	$0	$9,114	$0	$27,525	$0	$329,211	$95,763	$118,777	$169,929	$750,319
October-25	$0	$0	$0	$0	$0	$0	$8,874	$0	$25,055	$0	$399,464	$98,034	$249,532	$212,456	$993,415
NET CHGE	$0	$0	$0	$0	$0	$0	($240)	$0	($2,470)	$0	$70,253	$2,271	$130,755	$42,527	$243,096
Ltd Incurred	$476,088	$362,651	$1,353,196	$737,117	$193,592	$77,058	$260,976	$170,979	$54,043	$50,986	$687,811	$187,888	$427,396	$427,396	$5,467,176

COVERAGE LINE - AUTO LIABILITY

CLAIM COUNT - OPEN CLAIMS

Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	0	0	0	0	0	0	0	0	0	0	1	0	1	7	9
October-25	11	7	37	24	23	30	17	26	14	19	21	18	7	7	261
NET CHGE	11	7	37	24	23	30	17	26	14	19	20	18	6	0	252
Limited Reserves															$324
Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$51,971	$0	$1,000	$22,010	$74,981
October-25	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$61,931	$0	$1,000	$21,679	$84,610
NET CHGE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$9,960	$0	$0	($331)	$9,629
Ltd Incurred	$6,543	$20,152	$286,342	$282,034	$132,098	$268,417	$173,255	$354,375	$8,875	$43,246	$97,455	$35,838	$13,734	$13,734	$1,736,100

COVERAGE LINE - WORKERS COMP.

CLAIM COUNT - OPEN CLAIMS

Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	0	2	0	1	6	3	6	3	2	18	19	18	61	96	235
October-25	199	123	109	115	140	123	125	103	75	199	172	161	85	102	1831
NET CHGE	199	121	109	114	134	120	119	100	73	181	153	143	24	6	1596
Limited Reserves															$2,508
Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	$0	$10,516	$0	$74,376	$151,787	$33,809	$76,027	$19,591	$9,391	$496,228	$927,033	$595,674	$1,443,293	$775,008	$4,612,732
October-25	$0	$8,704	$0	$73,434	$150,265	$24,535	$69,777	$19,171	$8,509	$471,829	$869,704	$607,853	$1,462,001	$826,795	$4,592,575
NET CHGE	$0	($1,813)	$0	($942)	($1,522)	($9,274)	($6,251)	($420)	($882)	($24,399)	($57,329)	$12,179	$18,708	$51,787	($20,157)
Ltd Incurred	$1,332,995	$2,221,747	$774,097	$2,197,038	$1,855,625	$1,169,273	$1,773,129	$1,147,079	$565,098	$2,919,882	$3,772,925	$2,062,869	$3,024,406	$3,024,406	$27,840,568

TOTAL ALL LINES COMBINED

CLAIM COUNT - OPEN CLAIMS

Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	0	2	0	1	6	3	7	3	4	18	29	28	81	149	331
October-25	288	224	266	230	235	215	238	217	168	305	274	269	126	161	3216
NET CHGE	288	222	266	229	229	212	231	214	164	287	245	241	45	12	2885
Limited Reserves															$1,857
Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
September-25	$0	$10,516	$0	$74,376	$151,787	$33,809	$85,141	$19,591	$36,916	$496,228	$1,308,814	$693,953	$1,569,112	$1,961,331	$6,441,575
October-25	$0	$8,704	$0	$73,434	$150,265	$24,535	$78,650	$19,171	$33,564	$471,829	$1,331,699	$716,852	$1,723,018	$1,340,203	$5,971,923
NET CHGE	$0	($1,813)	$0	($942)	($1,522)	($9,274)	($6,491)	($420)	($3,352)	($24,399)	$22,885	$22,899	$153,906	($621,128)	($469,652)
Ltd Incurred	$1,860,186	$2,625,826	$2,431,395	$3,399,482	$2,569,536	$1,723,251	$2,791,906	$1,961,213	$874,775	$3,082,715	$4,897,580	$2,652,101	$3,606,911	$3,465,536	$37,942,414

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

Date: January 13, 2026

Memo to: Commissioners of the Burlington County Insurance Commission

From: PERMA Risk Management Services

Subject: **Health Benefit Reports**

EXECUTIVE DIRECTOR'S REPORT

FINANCIAL PROCEDURES

- **Financial Fast Track –** As of September 30, 2025

2026 HEALTH BENEFITS RISK MANAGEMENT PLAN (RMP)

Included in your agenda is the 2026 RMP for the BCIC. There were no changes to the plan as the stop loss arrangement remains the same. The Attorney reviewed and found the RMP to be acceptable.

Resolution 16-26 accepts the 2026 BCIC Health Benefits Risk Management Plan.

2026 STOP LOSS – SYMETRA RENEWAL

In developing the 2026 budget, the Stop Loss renewal coverage was appropriately considered for the expected Symetra renewal. The monthly fee will be $202.54, totaling approximately $2,675,958 annually for a continuation of the 2025 contract terms. The Program Manager will provide more details during their report.

Resolution 17-26 accepts the 2026 Stop Loss renewal from Symetra, with a $400,000 specific deductible and $450,000 aggregating specific deductible.

2026 HEALTH PROFESSIONALS

During the closed session at the previous meeting, a motion was made to approve the incumbent firms for Actuary and Program Manager. The resolutions included in the agenda reflect the approval of Actuarial Solutions, LLC as Actuary and Conner Strong & Buckelew as Program Manager.

Resolution 18-26 appoints Actuarial Solutions as Actuary for the 2026 Fund Year.

Resolution 19-26 appoints Conner Strong & Buckelew as Program Manager for the 2026 Fund Year.

2026 INVOICES, BILLS & COUPONS

With the budget being adopted last month, the 2026 rate uploads are currently in the final audit phase with WEX. As of January 5, 2026, we have been notified that all rates are expected to be finalized by January 9, 2026. January bills and retiree coupons should be released shortly thereafter.

The January bills list will be included on the February meeting agenda for approval.

2026 PERMA MANAGEMENT TEAM UPDATES

As we continue to prepare for the future, the Executive Director's office must continue to adapt and operate and maximum productivity. As of January 1, 2026, Mr. Brandon Lodics transitioned into the role overseeing the financial strategy and performance of the Funds while also focusing on new products and services that can be implemented. Mr. Jim Rhodes has transitioned into the Executive Director's role, who will oversee day-to-day management, regulatory, and governance.

We are excited as this update to the Executive Director's office will allow us to continue to operate at maximum capacity, focusing on financial management and governance while being mindful of the complexities of the business.

BURLINGTON COUNTY INSURANCE COMMISSION-HIF

FINANCIAL FAST TRACK REPORT

AS OF September 30, 2025

			THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1.	**UNDERWRITING INCOME**		**2,805,175**	**25,332,424**	**378,886,004**	**404,218,428**
2.	**CLAIM EXPENSES**					
	Paid Claims		2,473,265	22,820,271	323,887,829	**346,708,100**
	IBNR		(12,149)	82,579	2,836,435	**2,919,013**
	Less Specific Excess		(130,656)	(373,194)	(11,391,985)	**(11,765,179)**
	Less Aggregate Excess		-	-	-	**-**
	TOTAL CLAIMS		**2,330,460**	**22,529,656**	**315,332,279**	**337,861,935**
3.	**EXPENSES**					
	MA & HMO Premiums		173,945	1,546,560	11,867,594	**13,414,154**
	Excess Premiums		166,790	1,493,648	11,612,454	**13,106,102**
	Administrative		39,876	930,918	18,342,980	**19,273,899**
	TOTAL EXPENSES		**380,611**	**3,971,126**	**41,823,029**	**45,794,155**
4.	**UNDERWRITING PROFIT/(LOSS) (1-2-3)**		94,104	(1,168,358)	21,730,696	**20,562,339**
5.	**INVESTMENT INCOME**		10,363	144,249	982,676	**1,126,925**
6.	**DIVIDEND INCOME**		-	-	-	**-**
7.	**STATUTORY PROFIT/(LOSS) (4+5+6)**		**104,467**	**(1,024,109)**	**22,713,372**	**21,689,263**
8.	**DIVIDEND**		-	1,000,000	18,971,231	**19,971,231**
9.	**Transferred Surplus IN**		-	-	-	-
10.	**Transferred Surplus OUT**		-	-	(280,154)	(280,154)
	STATUTORY SURPLUS (7-8+9)		**104,467**	**(2,024,109)**	**3,461,987**	**1,437,878**
			SURPLUS (DEFICITS) BY FUND YEAR			
	Closed	**Surplus**	5,567	(891,415)	4,060,481	**3,169,065**
		Cash	(96,945)	(673,815)	4,115,846	**3,442,031**
	2024	**Surplus**	69,119	1,125,861	(598,493)	**527,368**
		Cash	755	4,413,015	(3,848,743)	**564,272**
	2025	**Surplus**	29,781	(2,258,555)		**(2,258,555)**
		Cash	103,933	(183,605)		**(183,605)**
	TOTAL SURPLUS (DEFICITS)		**104,467**	**(2,024,109)**	**3,461,987**	**1,437,878**
	TOTAL CASH		**7,743**	**3,555,595**	**267,103**	**3,822,698**
			CLAIM ANALYSIS BY FUND YEAR			
	TOTAL CLOSED YEAR CLAIMS		**898**	**(11,015)**	**286,962,296**	**286,951,282**
	FUND YEAR 2024					
	Paid Claims		1,575	1,852,360	27,138,548	**28,990,908**
	IBNR		(28,364)	(2,775,450)	2,836,435	**60,985**
	Less Specific Excess		-	(138,328)	(1,605,001)	**(1,743,329)**
	Less Aggregate Excess		-	-	-	**-**
	TOTAL FY 2024 CLAIMS		**(26,789)**	**(1,061,417)**	**28,369,981**	**27,308,564**
	FUND YEAR 2025					
	Paid Claims		2,470,792	20,978,925		**20,978,925**
	IBNR		16,215	2,858,029		**2,858,029**
	Less Specific Excess		(130,656)	(234,866)		**(234,866)**
	Less Aggregate Excess		-	-		**-**
	TOTAL FY 2025 CLAIMS		**2,356,351**	**23,602,088**		**23,602,088**
	COMBINED TOTAL CLAIMS		**2,330,460**	**22,529,656**	**315,332,278**	**337,861,933**

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.

BURLINGTON COUNTY INSURANCE COMMISSION-HIF

RATIOS

		FY2025								
INDICES	**2024**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**
Cash Position	267,103	$ 4,523,475	$ 6,939,530	$ 6,863,488	$ 6,094,584	$ 5,329,189	$ 4,661,766	$ 3,941,111	$ 3,814,955	$ 3,822,698
IBNR	2,836,435	$ 2,890,626	$ 2,841,397	$ 3,071,016	$ 2,858,573	$ 2,888,421	$ 2,933,310	$ 2,953,553	$ 2,931,163	$ 2,919,013
Assets	7,559,932	$ 7,458,896	$ 7,973,673	$ 7,740,279	$ 7,094,386	$ 6,292,394	$ 5,724,978	$ 5,020,008	$ 4,741,794	$ 4,666,289
Liabilities	4,097,945	$ 4,055,761	$ 3,910,157	$ 4,043,406	$ 3,959,726	$ 3,665,992	$ 3,608,470	$ 3,528,183	$ 3,408,383	$ 3,228,410
Surplus	3,461,987	$ 3,403,135	$ 4,063,516	$ 3,696,873	$ 3,134,660	$ 2,626,402	$ 2,116,508	$ 1,491,824	$ 1,333,411	$ 1,437,878
Claims Paid -- Month	2,968,702	$ 2,542,367	$ 1,836,664	$ 2,495,967	$ 2,167,329	$ 2,870,566	$ 2,859,513	$ 3,130,738	$ 2,628,059	$ 2,473,265
Claims Budget -- Month	2,376,347	$ 2,565,333	$ 2,526,701	$ 2,531,283	$ 2,526,328	$ 2,538,550	$ 2,527,639	$ 2,529,414	$ 2,518,564	$ 2,513,916
Claims Paid -- YTD	28,461,705	$ 2,542,367	$ 4,379,031	$ 6,874,998	$ 9,042,327	$ 11,912,893	$ 14,772,406	$ 17,903,144	$ 20,347,006	$ 22,820,271
Claims Budget -- YTD	28,819,409	$ 2,565,333	$ 5,092,026	$ 7,623,309	$ 10,149,637	$ 12,688,187	$ 15,218,077	$ 17,747,491	$ 20,266,055	$ 22,778,743
RATIOS										
Cash Position to Claims Paid	0.09	1.78	3.78	2.75	2.81	1.86	1.63	1.26	1.45	1.55
Claims Paid to Claims Budget -- Month	1.25	0.99	0.73	0.99	0.86	1.13	1.13	1.24	1.04	0.98
Claims Paid to Claims Budget -- YTD	0.99	0.99	0.86	0.9	0.9	0.9	1.0	1.01	1.00	1
Cash Position to IBNR	0.09	1.56	2.44	2.23	2.13	1.85	1.59	1.33	1.30	1.31
Assets to Liabilities	1.84	1.84	2.04	1.91	1.79	1.72	1.59	1.42	1.39	1.45
Surplus as Months of Claims	1.46	1.33	1.61	1.46	1.24	1.03	0.84	0.59	0.53	0.57
IBNR to Claims Budget -- Month	1.19	1.13	1.12	1.21	1.13	1.14	1.16	1.17	1.16	1.16

BURLINGTON COUNTY INSURANCE COMMISSION

HEALTH BENEFITS RISK MANAGEMENT PLAN

Effective: JANUARY 1, 2026

Adopted: JANUARY 13, 2026

RESOLUTION NO. 16-26

BURLINGTON COUNTY INSURANCE COMMISSION
2026 HEALTH BENEFITS RISK MANAGEMENT PLAN

NOW, THEREFORE, BE IT RESOLVED that the following shall be the Commission's Risk Management Plan for the 2026 Commission year for health benefits:

1.) COVERAGE OFFERED

- Medical

  The Commission offers a "point of service" and "open access" plan designs. These plans have both in network and out of network benefit. The Commission can offer other plans as may meet the needs of the members. The Commission also offers "low cost plans" to allow members options to comply with contribution requirements under Chapter 78. The Commission also offers Medicare Advantage programs and/or Medicare Supplement programs.

- Dental

  The Commission offers customized dental plans as required by the members.

- Prescription

  The Commission offers customized prescription plans as required by the members, including plans that are coordinated with the low cost medical plan options.

- Vision

  The Commission offers customized vision plans as required by the members.

2.) LIMITS OF COVERAGE

Limits of coverage vary by member and plan design.

3.) RISK RETAINED BY THE COMMISSION

Medical and Rx through Symetra

Specific Retention:	$400,000; Claims incurred between 1/1/2021 through 12/31/2026 and paid between 1/1/2026 and 12/31/2026 with a six month lump sum Terminal Liability Option to reset the deductible

Aggregating Specific Deductible	$450,000
Aggregate Retention:	Not applicable

4.) ASSUMPTIONS AND METHODOLOGY TO CALCULATE CLAIM RESERVES.

The Commission complies with statutory accounting standards and establishes reserves on the probable total claim costs as of the end of each Commission year. Each month, the accrual in the general ledger for claim reserves, including IBNR, is adjusted based on earned underwriting income and the number of months since the inception of the Commission year. This accrual is then adjusted at the end of the year in accordance with the actuary's projections.

5.) METHODS OF ASSESSING CONTRIBUTIONS TO MEMBERS

At least one month before the end of the year, the Commission adopts a budget for the upcoming year based on the most recent census. Per employee rates are computed for each line of coverage for each Commission member, and are approved by the Commission as a part of the budget adoption and rate certification process. These rates are used to compute the members' monthly assessment based on the updated census, and are provided to the members approximately 15 days before the beginning of the month. The billing also includes the member's updated census for verification each month by the local entity. Retroactive adjustments for enrollment changes are limited to 2 months. Former participants (COBRA, Conversion, Dependents to Age 31 and some retirees) are billed directly by the Commission's enrollment vendor.

6.) COVERAGE PURCHASED FROM INSURERS

The Commission provides medical and Rx coverage on a self-insured basis, and secures excess insurance to cap the Commissions' specific (i.e. per enrolled covered person per policy year) retention and aggregate retention. The Commission also purchases Medicare Advantage, Employer Group Waiver Programs from the commercial market for Medicare retirees; dental coverage and vision coverage.

7.) THE INITIAL AND RENEWAL RATING METHODOLOGIES

Upon application to the Commission, the prospective member's benefit program is reviewed by the actuary to determine its projected claim cost. In this evaluation, the actuary takes into consideration:

a.) age/sex factor as compared to the average for the existing Commission membership;
b.) the plan of benefits for the prospective member; and
c.) loss data if available.

The actuary then recommends a relativity factor to either the Commission's base rates or to the rates being paid by the entity. This recommendation requires Commission approval before the prospective member is admitted to the Commission.

Rates for all members are adjusted at the beginning of each Commission year to reflect the new budget. However, entities operating on a fiscal year basis (July 1 to June 30) have the option to receive rates that are certified for a period corresponding to their fiscal year. Rates reflect the overall cash flow needs of the Commission, and actuarial factors needed to assure that individual entity rates reflect the risk profile of the member. The Commission may implement individual entity loss ratio adjustments based upon recommendations from the Commission actuary. The Commission may also adopt mid Commission year rate changes to reflect changes in plan design, participation in lines of coverage, or a budget amendment. Additionally, if a member terminates a line of coverage but continues membership for other lines of coverage, the rates for the other lines of coverage may be adjusted and the member shall not be eligible for membership in the dropped line of coverage for a three year period.

Loss experience data used by the Commission to determine loss ratio adjustments will be made available twice per year to members at no additional cost. "Loss experience data" is defined as monthly claims and assessments for a three year period including de-identified specific claims at 50% of the Commission's self insured retention. Requests for additional claims data from Commission members will be considered based upon the availability of data, the feasibility of extracting the data, and conditioned upon the member reimbursing the Commission or its vendors for data extraction and formatting costs.

8.) FACTORS IF RATES FOR MEMBERS JOINING THE COMMISSION DURING A COMMISSION YEAR ARE TO BE ADJUSTED.

Unless otherwise authorized as part of the offer of membership, where a member joins during a Commission year, the member's initial rates are only valid through the end of that Commission year or, for schools, fiscal year, at which time the rates are adjusted for all members to reflect the new budget.

9.) PROVISION FOR PLAN DESIGN OPTIONS

The Commission offers employees the option of selecting various plans depending upon member bargaining agreements. Generally, it is the policy of the Commission to encourage selection of lower cost plan designs as opposed to traditional indemnity plans, and the Commission provides promotional material to assist members in employee communication programs concerning optional plan designs.

10.) OPEN ENROLLMENT PROCEDURES

Open enrollment periods shall be scheduled by each member entity at least yearly for each member and as is otherwise required to comply with plan document requirements and to effectuate plan design, network changes, and plan migrations.

11.) COBRA AND CONVERSION OPTIONS

The Commission provides COBRA coverage at a rate equal to the member's current rate and benefit plan design, plus the appropriate administrative charge. The Commission has arranged for a COBRA administrator to enroll eligible participants and to collect the premium. The Commission's coverage for individuals covered under COBRA shall terminate effective the date the member withdraws from the Commission, or otherwise ceases to be a member of the Commission.

12.) DISCLOSURE OF BENEFIT LIMITS

The Commission discloses benefit limits in plan booklets provided to all covered employees.

13.) PARTICIPATION RULES WHEN ALL OR PART OF THE PREMIUM IS DERIVED FROM EMPLOYEE CONTRIBUTIONS

All assessments, including additional assessments and dividends, are the responsibility of the member, not the employee or former employee. Employee contributions, if any, are solely an internal policy of the member which shall not impact on the member's obligations to the Commission or confer any additional rights to the employees. Where the Commission directly bills an employee, (i.e. COBRA, etc.), this shall be considered as a service to reduce the member's administrative burden, and the member shall be responsible in the event of non-payment.

14.) RETIREES

The Commission duplicates coverage for eligible retirees not eligible or enrolled in a Medicare Advantage Plan. The Fund's coverage of a retiree shall terminate effective the date the member local unit withdraws from the Fund for a specific line of coverage or otherwise ceases to be a member of the Fund.

15.) NEWBORN CHILDREN

All plan documents will have the following language:

"You may remove family members from the policy at any time, but you may only add members within sixty (60) days of the change in family status (marriage, birth of a child, etc.). It is your responsibility to notify your employer of needed changes. If family members cease to be eligible, claims will not be paid. The actual change in coverage (and the corresponding change in premium) will not take place until you have formally requested that change. Newborn children, but not grandchildren of an eligible employee, shall be automatically covered from birth for thirty-one (31) days, even if not enrolled within the required sixty (60) days. In the event of an eligible dependent giving birth to a child, (a grandchild) benefits for any hospital length of stay in connection with childbirth for the mother or newborn grandchild will apply for up to 48 hours following a vaginal delivery, or 96 hours following a cesarean section. However, the mother's or newborn grandchild's

attending provider, after consulting with the mother, may discharge the mother or her newborn grandchild earlier than 48 hours (or 96 hours as applicable)."

16.) PLAN DOCUMENT

Each member of the Commission contracts for the preparation of a detailed plan document for each member local unit (or each employee bargaining group within a member local unit as the case may be), and an employee handbook provides a summary of the coverage provided by the plan. Each booklet (or certificate) shall contain at least the following information:

A.) General Information
- Enrollment procedures and eligibility.
- Dependent eligibility.
- When coverage begins.
- When can coverage be changed.
- When does coverage end.
- COBRA provisions.
- Conversion privilege.

B.) Benefits
- Definitions.
- Description of benefits.

  Eligible services and supplies.
  Deductibles and co-payments.
  Examples as needed.
  Exclusions.
  Retiree coverage, before age 65 or after (if any).

C.) Claims Procedures
- Submission of claim.
- Proof of loss.
- Appeal procedures.

D.) Cost Containment Programs
- Pre-admission.
- Second surgical opinion.
- Other cost containment programs.
- Application and level of employee penalties.

17.) PROCEDURES FOR THE CLOSURE OF COMMISSION YEARS

Approximately six months after the end of a Commission year, the Commission evaluates the results to determine if dividends or additional assessments are warranted. Most claims are paid within twelve months of year end, and at that time the Commission begins to consider

closing the year, unless excess insurance recoveries are pending or litigation is likely. The Commission has determined that maintaining and retaining a surplus equal to two (2) months of the current year claim expenses is a benchmark prior to a dividend being declared from surplus generated by claims operations. A member entity will be eligible to participate in the dividend provided that its pro rata share of the Commission's surplus account is greater than two (2) months of said member entity's projected claims expense (the "retention amount") and shall be paid from amounts in excess of the established retention amount.

When the Commission determines that a Commission year should be closed:

- A reserve is established by the actuary to cover any unpaid claims or IBNR
- The Commission decides on the final dividend or supplemental assessment.
- A closure resolution is adopted transferring all remaining assets and liabilities of that Commission year to the "Closed Commission Year/Contingency Account".
- Each member's pro rata share of the residual assets are computed and added to its existing balance in the Closed Commission Year/Contingency Account. Any member who has withdrawn from the Commission shall receive its remaining share of the Closed Commission Year/Contingency Account six years after the date of its withdrawal.

18.) "RUN-IN" or "RUN-OUT" LIABILITY

The Commission covers the "run-out" liability of all members - i.e., liability for claims incurred but not reported by a former Commission member during the period it was a member. Upon approval by the Commissioners, the Commission may also cover the run-in liability of a prospective member (i.e., the liability for claims incurred but not reported by a prospective member in connection with the provision of health benefits during the period prior to joining the Commission). When the Commission covers run-in liability, the prospective member shall be assessed the expected ultimate cost of run-in claims, as certified by the Commission's actuary and approved by the Commissioners.

19) CLAIMS AND OPERATIONS AUDITS

The Fund retains a claim auditory experienced in auditing self-insured claims and operations. Annual claims and/or operational audits will be performed annually specific to the needs of the Fund and other variables impacting the health insurance market.

ADOPTED:

BY:_____
CHAIR

ATTEST:_____
VICE CHAIR

RESOLUTION NO. 17-26

BURLINGTON COUNTY INSURANCE COMMISSION
APPOINTING THE STOP LOSS PROVIDER TO THE SYMETRA
FOR FUND YEAR 2026

WHEREAS, the Burlington County Insurance Commission places the public trust above all else and remains steadfast in its commitment to the highest ethical standards in the conduct of its business on behalf of the taxpayers of Burlington County; and

WHEREAS, the Board adopted Bylaws which establish the procedures for obtaining qualifications and/or proposals for professional services contracts; and

WHEREAS, said Bylaws further provide that, the Commissioners shall meet and select persons to serve in certain professional positions, including a Stop Loss Provider for medical and prescription high claimants and

WHEREAS, the BCIC desires to renew the services and enter into the agreements to reimburse medical and prescription claimants at a specific excess limit of $400,000 after a specific aggregate limit of $450,000 is met for the Fund Year 2026

WHEREAS, the BCIC will pay the following firm at the amount listed below:

Name	Services	Amount
Symetra	Stop Loss Provider	$202.54 composite rate per Burlington County Active and Under 65 retiree, Per Month. Estimated Annual Amount - $2,675,958.00

WHEREAS, the designated professional has offered to provide the needed specialized services, which constitute "professional services" as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "Law") for amount as set forth above; and

WHEREAS, funds are anticipated to be available in the 2026 permanent budgets and these contracts are further subject to certification of funds; and

WHEREAS, the proper accounts will be charged and funds encumbered prior to services being provided, contingent upon appropriation of sufficient funds for this purpose; now, therefore, be it

RESOLVED, by the Burlington County Insurance Commission that the Agreement with the Stop Loss Provider is hereby authorized for the period January 1, 2026, through December 31, 2026; and, be it

FURTHER RESOLVED, that all Agreements approved hereunder have been awarded pursuant to a fair and open process and as professional services under N.J.S.A. 40A:11-5(1) (a); and, be it

FURTHER RESOLVED, that the Chairperson is hereby authorized to execute and deliver the attached Agreements in accordance with the Rules and Regulations of the Burlington County Insurance Commission; and, be it

FURTHER RESOLVED, that a copy of this action shall be printed once in the Burlington County Times within ten (10) days of its passage as required by law.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED: JANUARY 13, 2026

BY:_____

ATTEST:

_____

RESOLUTION NO 18-26

BURLINGTON COUNTY INSURANCE COMMISSION
APPOINTING ACTUARY TO THE ACTUARIAL SOLUTIONS
FOR FUND YEAR 2026

WHEREAS, The Burlington County Insurance Commission (hereinafter " BCIC" or "Commission") is a duly constituted Insurance Commission pursuant to N.J.S.A. 40A;10-6 et seq.; and

WHEREAS, the Board adopted Bylaws which establish the procedures for obtaining qualifications and/or proposals for professional services contracts; and

WHEREAS, said Bylaws further provide that, the Commissioners shall meet and select persons to serve in certain professional positions, including an Actuary and

WHEREAS, Request for Qualifications/ Request for Proposals from qualified firms were solicited and received and reviewed as provided for by statute; and

WHEREAS, one proposal was timely submitted and received from one qualified respondent meeting the requirements specified in the Request of Qualifications/Request for Proposal; and

WHEREAS, the Commission desires to retain the services and enter into the agreements attached hereto for the respective services and the amounts as designated for the Fund Year 2026

Name	Services	Amount
The Actuarial Solutions	Health Actuary	$16,524

WHEREAS, the designated professional has offered to provide the needed specialized services, which constitute "professional services" as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "Law") for amount as set forth above; and

WHEREAS, funds are anticipated to be available in the 2026 temporary and permanent budgets and these contracts are further subject to certification of funds; and

WHEREAS, the proper accounts will be charged and funds encumbered prior to services being provided, contingent upon appropriation of sufficient funds for this purpose; now, therefore, be it

RESOLVED, by the Burlington County Insurance Commission that the attached Agreement with the Actuary is hereby authorized for the period January 1, 2026, through December 31, 2026; and, be it

FURTHER RESOLVED, that all Agreements approved hereunder have been awarded pursuant to a fair and open process and as professional services under N.J.S.A. 40A:11-5(1) (a); and, be it

FURTHER RESOLVED, that the Chairperson is hereby authorized to execute and deliver the attached Agreements in accordance with the Rules and Regulations of the Burlington County Insurance Commission; and, be it

FURTHER RESOLVED, that a copy of this action shall be printed once in the Burlington County Times within ten (10) days of its passage as required by law.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED: JANUARY 13, 2026

BY:_____

ATTEST:

_____

RESOLUTION NO. 19-26

BURLINGTON COUNTY INSURANCE COMMISSION
APPOINTING PROGRAM MANAGER TO CONNER STRONG AND BUCKELEW
FOR FUND YEAR 2026

WHEREAS, The Burlington County Insurance Commission (hereinafter " BCIC" or "Commission") is a duly constituted Insurance Commission pursuant to N.J.S.A. 40A;10-6 et seq.; and

WHEREAS, the Board adopted Bylaws which establish the procedures for obtaining qualifications and/or proposals for professional services contracts; and

WHEREAS, said Bylaws further provide that, the Commissioners shall meet and select persons to serve in certain professional positions, including a Program Manager for the health program and

WHEREAS, Request for Qualifications/Request for Proposals from qualified firms were solicited and received and reviewed as provided for by statute; and

WHEREAS, one proposal was timely submitted meeting the qualifications specified in the Request For Qualifications /Request For Proposals;

WHEREAS, the Commission desires to retain the services and enter into an agreement attached hereto for the respective services and the amounts as designated for the year 2026.

Name	Services	Amount
PERMA Risk Management Services	Program Manager	See below for year 2026

COMPENSATION. The COMMISSION shall pay the SERVICE PROVIDER for services rendered at an amount of $25.98 per eligible Burlington County employees and retirees, per month.

Example: ***Monthly Fee based upon adopted budget****: 1,110 lives x $25.98 = $28,838*

WHEREAS, the designated professional has offered to provide the needed specialized services, which constitute "professional services" as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "Law") for amount as set forth above; and

WHEREAS, funds are anticipated to be available in the 2026 temporary and permanent budgets and these contracts are further subject to certification of funds; and

WHEREAS, the proper accounts will be charged and funds encumbered prior to services being provided, contingent upon appropriation of sufficient funds for this purpose; now, therefore, be it

RESOLVED, by the Burlington County Insurance Commission that the attached Agreement with the Program Manager is hereby authorized for the period January 1, 2026, through December 31, 2026; and, be it

FURTHER RESOLVED, that all Agreements approved hereunder have been awarded pursuant to a fair and open process and as professional services under N.J.S.A. 40A:11-5(1) (a); and, be it

FURTHER RESOLVED, that the Chairperson is hereby authorized to execute and deliver the attached Agreements in accordance with the Rules and Regulations of the Burlington County Insurance Commission; and, be it

FURTHER RESOLVED, that a copy of this action shall be printed once in the Burlington County Times within ten (10) days of its passage as required by law.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

BY:_____
CHAIR

ATTEST:

BY:_____
VICE CHAIR

CONNER STRONG & BUCKELEW

TO: Executive Committee – Burlington County Insurance Commission

FROM: Tammy Brown, Executive Partner

Donald Siok, Employee Benefits Specialist

DATE: January 13th , 2026

- **Stop Loss**
  - ✓ 2026 Stop Loss Marketing and Renewal Recommendation

Burlington County Insurance Commission
Benefits Consultant
Conner Strong & Buckelew
January 13th, 2026

- **Stop Loss**

2026 Stop Loss Marketing and Renewal Recommendation

To ensure that the renewal received from the Commission's current stop loss carrier, Symetra, is the most competitive and financially advantageous, CSB released a Request for Proposals (RFP) for stop loss coverage on December 3, 2026, with a January 1, 2026, effective date at the Commission's direction. The RFP was sent to four carriers: Sun Life, HM Insurance, Berkshire, and HCC Tokyo Marine. Berkshire and HCC Tokyo Marine did not respond, HM Insurance declined to quote, and Sun Life submitted an illustrative proposal.

While Sun Life's proposal appears to be more financially advantageous, it included multiple contingencies and required additional information before they could guarantee the estimated costs. The proposal was not fully finalized, as Sun Life's review of high-level claimants on the plan was incomplete. As a result, further clarification and data would be necessary before their proposal could be considered firm and reliable.

As a result, CSB recommends that the Commission renew their existing contract with the incumbent carrier, Symetra. Additionally, the actual renewal increase from Symetra was notably lower than the increase projected in the 2026 budget.

2025 Burlington County Insurance Commission

	Medical Claims	# of EE's	PER EE
JANUARY	$2,090,391.00	1,114	$1,876.47
FEBRUARY	$1,616,409.00	1,101	$1,468.13
MARCH	$1,748,358.00	1,104	$1,583.66
APRIL	$1,625,763.00	1,104	$1,472.61
MAY	$2,293,396.00	1,114	$2,058.70
JUNE	$2,364,232.00	1,106	$2,137.64
JULY	$2,824,176.00	1,109	$2,546.60
AUGUST	$2,007,776.00	1,112	$1,805.55
SEPTEMBER	$1,896,849.00	1,098	$1,727.55
OCTOBER	$2,456,706.00	1,087	$2,260.08
NOVEMBER	$2,520,735.00	1,090	$2,312.60
DECEMBER			
TOTALS	**$23,444,791.00**		
	2025 Average	**1,103**	**$1,931.78**

AmeriHealth Administrators

PLAN SPONSOR INFORMATION SERVICES

Large Claimant Report- Claims Over $50,000.00

Group:	Burlington County Insurance Commission
Paid Dates:	11/1/2025 - 11/30/2025
Network Service	ALL

Unique member	Status	Paid Amount	Condition
1 - Spouse	Active	$ 319,540	Peripheral and Visceral Vascular Disease
2 - Employee	Active	$ 116,490	Device/Implant Complication
3 - Spouse	Active	$ 92,477	Esophageal Disorders
4 - Spouse	Active	$ 84,208	Device/Implant Complication
5 - Spouse	Active	$ 81,402	Cardiac Dysrhythmias
6 - Employee	Active	$ 79,564	Septicemia
7 - Spouse	Active	$ 65,166	Acute Myocardial Infarction
8 - Employee	Active	$ 64,061	Renal Failure
		$ 902,908	

CONFIDENTIALITY NOTICE: This Report is intended only for the use of the entity indicated above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this document in error, please do not distribute. Please destroy the original document and notify the AmeriHealth Administrators at AHAReporting@ahatpa.com. Thank you for your compliance.

AmeriHealth Administrators

Burlington County Insurance Commission

Paid Claims 01/01/2025-11/30/2025

Average payment per employee YTD:	$21,359.88
Average payment per member YTD:	$10,522.81
Nov number of claimants with paid claims over $50,000	8
Total paid on those claimants:	$902,908

Customer Service Metric	**Nov results**	**PG Standard**
1st Call Resolution	**89%**	**n/a**
ASA	**15.18**	**30**
Abandonment Rate	**0.86%**	**5.00%**

2025 Top Facilities Utilized based on paid claims:	**Total Paid**
VIRTUA MOUNT HOLLY HOSPITAL, NJ	$3,020,196
VIRTUA WEST JERSEY HEALTH SYSTEM, NJ	$2,677,829
VIRTUA WILLINGBORO HOSPITAL, NJ	$1,004,680
CAPITAL HEALTH SYSTEM, PA	$778,865
VIRTUA OUR LADY OF LOURDES HOSPITAL, NJ	$737,701

Totals	**2025 Cty YTD Total**	**2024 Cty YTD Total**	**2024 Cty Total**
Total Inpatient Admissions	163	93	107
Total Inpatient Days	707	568	614
Total ER visits	617	564	613
Total Physician Units	64,978	62,186	69,901
Total Physician Office Visits	9,808	9,711	10,900

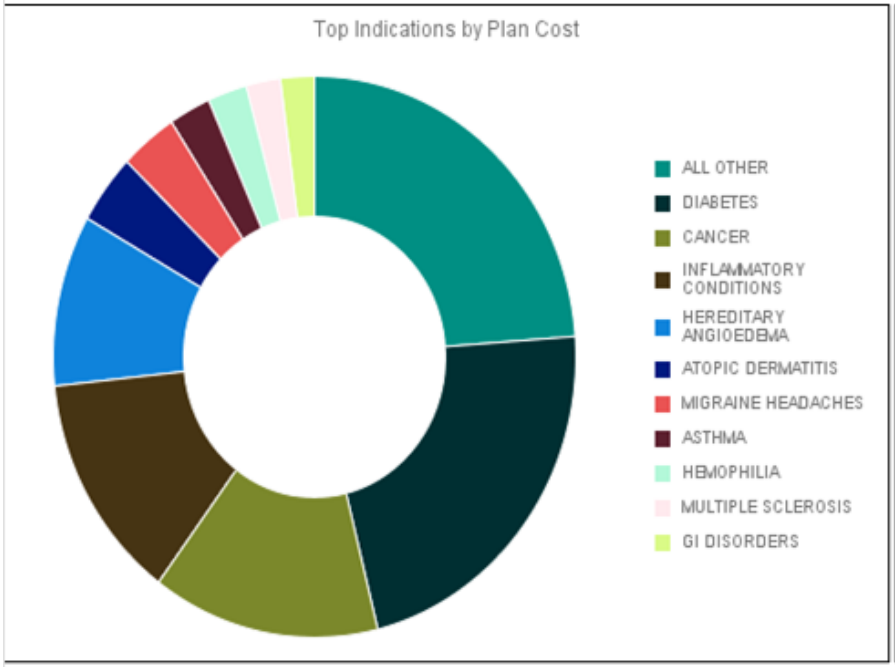
Burlington County

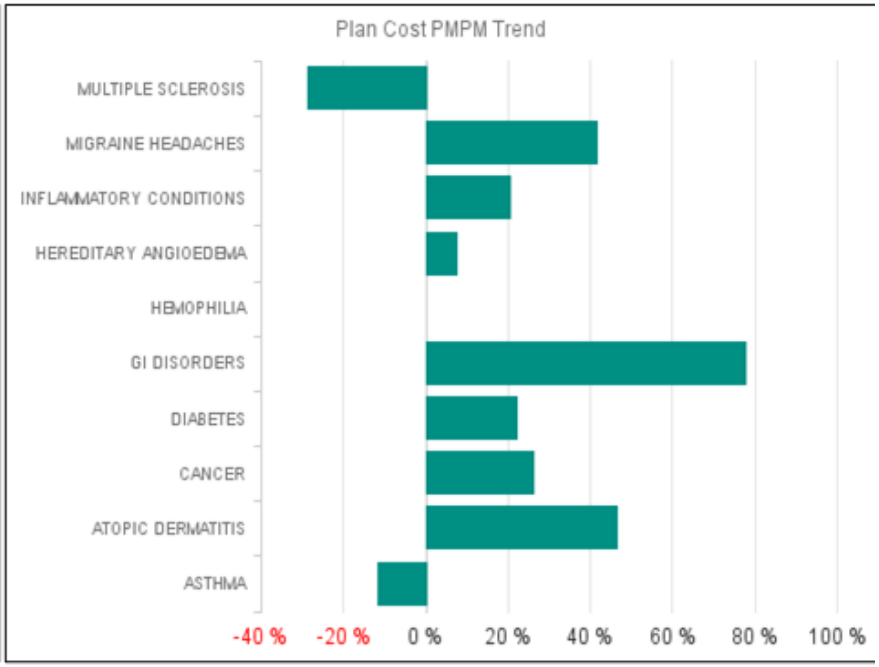
Total Component/Date of Service (Month)	2024 01	2024 02	2024 03	2024 Q1	2024 04	2024 05	2024 06	2024 Q2	2024 07	2024 08	2024 09	2024 Q3	2024 10	2024 11	2024 12	2024 Q4	2024 YTD
Membership	2,318	2,308	2,297	2,308	2,313	2,315	2,302	2,310	2,317	2,302	2,294	2,304	2,279	2,292	2,277	2,283	2,301
Total Days	127,415	115,921	120,618	363,954	120,968	120,466	115,901	357,335	121,307	119,171	120,600	361,078	128,120	112,604	118,848	359,572	1,441,939
Total Patients	1,066	1,049	1,033	1,486	1,030	1,042	999	1,443	994	1,011	1,043	1,442	1,053	1,018	1,038	1,469	1,943
Total Plan Cost	$595,177	$435,484	$468,791	$1,499,451	$631,593	$480,932	$540,339	$1,652,864	$619,605	$508,764	$618,494	$1,746,863	$631,943	$533,972	$528,204	$1,694,119	$6,593,297
Generic Fill Rate (GFR) - Total	89.8%	91.2%	91.2%	90.8%	89.7%	90.9%	90.9%	90.5%	90.6%	90.3%	88.3%	89.7%	87.1%	88.4%	89.8%	88.4%	89.8%
Plan Cost PMPM	$256.76	$188.68	$204.09	$216.59	$273.06	$207.75	$234.73	$238.51	$267.42	$221.01	$269.61	$252.69	$277.29	$232.97	$231.97	$247.39	$238.77
Total Specialty Plan Cost	$285,387	$193,953	$174,010	$653,349	$338,057	$206,128	$249,347	$793,532	$322,115	$201,668	$301,086	$824,869	$299,205	$255,488	$236,771	$791,465	$3,063,215
Specialty % of Total Specialty Plan Cost	47.9%	44.5%	37.1%	43.6%	53.5%	42.9%	46.1%	48.0%	52.0%	39.6%	48.7%	47.2%	47.3%	47.8%	44.8%	46.7%	46.5%

Total Component/Date of Service (Month)	2025 01	2025 02	2025 03	2025 Q1	2025 04	2025 05	2025 06	2025 Q2	2025 07	2025 08	2025 09	2025 Q3	2025 10	2025 11	2025 12	2025 Q4	2025 YTD
Membership	2,289	2,253	2,247	2,263	2,245	2,256	2,247	2,249	2,254	2,240	2,233	2,242	2,199	2,200			
Total Days	129,986	113,139	119,027	362,152	127,220	121,742	118,684	367,646	127,220	122,746	118,363	368,329	122,401	112,223			
Total Patients	1,106	1,017	1,041	1,476	1,013	1,051	1,006	1,427	1,020	1,027	1,021	1,404	1,012	981			
Total Plan Cost	$540,750	$561,950	$504,162	$1,606,861	$548,247	$726,689	$604,874	$1,879,810	$664,717	$668,947	$698,543	$2,032,207	$788,188	$740,989			
Generic Fill Rate (GFR) - Total	90.0%	90.8%	90.0%	90.3%	90.7%	89.7%	89.8%	90.1%	89.8%	88.7%	86.3%	88.3%	87.2%	88.6%			
Plan Cost PMPM	$236.24	$249.42	$224.37	$236.69	$244.21	$322.11	$269.19	$278.57	$294.91	$298.64	$312.83	$302.10	$358.43	$336.81			
% Change Plan Cost PMPM	-8.0%	32.2%	9.9%	9.3%	-10.6%	55.1%	14.7%	16.8%	10.3%	35.1%	16.0%	19.6%	29.3%	44.6%			
Total Specialty Plan Cost	$235,565	$254,776	$184,958	$675,299	$215,966	$407,117	$273,481	$896,564	$354,315	$301,129	$374,957	$1,030,400	$463,376	$439,503			
Specialty % of Total Specialty Plan Cost	43.6%	45.3%	36.7%	42.0%	39.4%	56.0%	45.2%	47.7%	53.3%	45.0%	53.7%	50.7%	58.8%	59.3%			

Top Indications

County of Burlington (Current Period 01/2025 - 11/2025 vs. Previous Period 01/2024 - 11/2024) Peer = Government - National Preferred Formulary





			Current Period						Previous Period						Trend
Rank	Peer Rank	Indication	Market Share	Adjusted Rxs	Plan Cost	Plan Cost PMPM	GFR	Peer GFR	Market Share	Adjusted Rxs	Plan Cost	Plan Cost PMPM	GFR	Peer GFR	Plan Cost PMPM
1	1	DIABETES	29.2 %	4,388	$1,569,842	$63.65	35.7 %	23.4 %	29.5 %	4,305	$1,322,762	$52.21	37.8 %	25.5 %	21.9 %
2	3	CANCER	18.5 %	195	$991,027	$40.18	69.2 %	75.1 %	18.0 %	199	$807,365	$31.87	68.3 %	75.7 %	26.1 %
3	2	INFLAMMATORY CONDITIONS	17.3 %	398	$927,927	$37.62	52.8 %	28.7 %	17.7 %	343	$792,094	$31.26	60.3 %	32.4 %	20.3 %
4	10	HEREDITARY ANGIOEDEMA	13.0 %	18	$695,343	$28.19	38.9 %	8.2 %	14.9 %	18	$665,778	$26.28	27.8 %	13.5 %	7.3 %
5	4	ATOPIC DERMATITIS	5.3 %	547	$284,496	$11.54	81.4 %	79.1 %	4.5 %	504	$199,834	$7.89	85.3 %	83.1 %	46.3 %
6	5	MIGRAINE HEADACHES	4.6 %	492	$248,968	$10.09	51.8 %	51.0 %	4.0 %	391	$180,923	$7.14	58.1 %	52.8 %	41.4 %
7	6	ASTHMA	3.4 %	2,151	$181,698	$7.37	91.0 %	88.0 %	4.7 %	2,255	$210,791	$8.32	88.5 %	88.1 %	-11.4 %
8	9	HEMOPHILIA	3.2 %	2	$171,170	$6.94	0.0 %	2.6 %	NA		NA	NA	NA	2.6 %	NA
9	7	MULTIPLE SCLEROSIS	2.8 %	26	$149,573	$6.06	34.6 %	47.0 %	4.8 %	32	$214,851	$8.48	28.1 %	48.4 %	-28.5 %
10	8	GI DISORDERS	2.8 %	336	$147,876	$6.00	68.2 %	57.8 %	1.9 %	286	$85,417	$3.37	65.7 %	56.8 %	77.9 %
		Total Top 10		**8,553**	**$5,367,920**	**$217.65**	**56.3 %**	**45.7 %**		**8,333**	**$4,479,816**	**$176.81**	**57.9 %**	**47.9 %**	**23.1 %**

Top Drugs

County of Burlington (Current Period 01/2025 - 11/2025 vs. Previous Period 01/2024 - 11/2024) Peer = Government - National Preferred Formulary

					Current Period				Previous Period				Trend
Rank	Peer Rank	Brand Name	Indication	Specialty Drug	Adjusted Rxs	Patients	Plan Cost	Plan Cost PMPM	Adjusted Rxs	Patients	Plan Cost	Plan Cost PMPM	Plan Cost PMPM
1	179	TAKHZYRO	HEREDITARY ANGIOEDEMA	Y	11	1	$559,239	$22.68	12	1	$545,455	$21.53	5.3 %
2	1	MOUNJARO	DIABETES	N	481	58	$487,017	$19.75	221	29	$212,730	$8.40	135.2 %
3	4	OZEMPIC	DIABETES	N	464	57	$426,791	$17.30	471	53	$389,128	$15.36	12.7 %
4	42	VERZENIO	CANCER	Y	22	2	$343,382	$13.92	17	3	$205,782	$8.12	71.4 %
5	101	IBRANCE	CANCER	Y	12	1	$184,822	$7.49	7	1	$85,706	$3.38	121.5 %
6	10	JARDIANCE	DIABETES	N	314	36	$179,243	$7.27	247	28	$136,182	$5.37	35.2 %
7	749	ADVATE	HEMOPHILIA	Y	2	1	$171,170	$6.94	NA	NA	NA	NA	NA
8	190	ALECENSA	CANCER	Y	9	1	$162,467	$6.59	12	1	$186,638	$7.37	-10.6 %
9	891	SAJAZIR	HEREDITARY ANGIOEDEMA	Y	7	1	$136,104	$5.52	5	1	$97,217	$3.84	43.8 %
10	15	ENBREL SURECLICK	INFLAMMATORY CONDITIONS	Y	18	2	$120,347	$4.88	NA	NA	NA	NA	NA
11	21	FARXIGA	DIABETES	N	193	19	$104,843	$4.25	200	23	$100,728	$3.98	6.9 %
12	288	ADBRY AUTOINJECTOR	ATOPIC DERMATITIS	Y	25	2	$97,109	$3.94	2	1	$6,657	$0.26	1398.6 %
13	133	VUMERITY	MULTIPLE SCLEROSIS	Y	12	1	$89,179	$3.62	11	1	$75,019	$2.96	22.1 %
14	66	SKYRIZI	INFLAMMATORY CONDITIONS	Y	12	1	$86,769	$3.52	12	1	$76,753	$3.03	16.1 %
15	8	SKYRIZI PEN	INFLAMMATORY CONDITIONS	Y	12	1	$85,775	$3.48	10	1	$70,530	$2.78	24.9 %
16	7	DUPIXENT PEN	ATOPIC DERMATITIS	Y	33	4	$85,536	$3.47	21	3	$53,839	$2.12	63.2 %
17	29	TRULICITY	DIABETES	N	91	10	$83,943	$3.40	110	13	$95,196	$3.76	-9.4 %
18	56	TREMFYA	INFLAMMATORY CONDITIONS	Y	12	1	$80,122	$3.25	2	1	$9,585	$0.38	758.8 %
19	27	NURTEC ODT	MIGRAINE HEADACHES	N	52	15	$79,460	$3.22	46	7	$74,214	$2.93	10.0 %
20	53	REVLIMID	CANCER	Y	5	1	$76,849	$3.12	NA	NA	NA	NA	NA
21	84	LENALIDOMIDE	CANCER	Y	5	1	$76,798	$3.11	NA	NA	NA	NA	NA
22	208	TREMFYA PEN INDUCTION (2	INFLAMMATORY CONDITIONS	Y	3	1	$75,369	$3.06	NA	NA	NA	NA	NA
23	373	LORBRENA	CANCER	Y	4	1	$74,094	$3.00	NA	NA	NA	NA	NA
24	18	TALTZ AUTOINJECTOR	INFLAMMATORY CONDITIONS	Y	12	1	$73,818	$2.99	11	1	$60,750	$2.40	24.8 %
25	98	CIMZIA (2 PACK)	INFLAMMATORY CONDITIONS	Y	13	2	$66,669	$2.70	12	1	$56,877	$2.24	20.4 %
			Total Top 25		**1,824**		**$4,006,917**	**$162.47**	**1,429**		**$2,538,986**	**$100.21**	**62.1 %**

BURLINGTON COUNTY INSURANCE COMMISSION
BILLS LIST

Resolution No. 20-26 **December 2025 Supplement**

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

BE IT RESOLVED that the Burlington 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 2025

Vendor Name	Comment	Invoice Amount
COCKERILL, CRAIG & MOORE, LLC	LEGAL SERVICES FOR 11/25 INV 14100	2,160.00
		2,160.00
COCKERILL, CRAIG & MOORE, LLC	BAL. OF SERVICES FROM 11/25 INV 13728	1,093.00
		1,093.00
	Total Payments FY 2025	**3,253.00**
	TOTAL PAYMENTS ALL FUND YEARS	**$3,253.00**

_____
Chairperson

Attest: _____ Dated: _____

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

_____
Treasurer

BURLINGTON COUNTY INSURANCE COMMISSION
BILLS LIST

Resolution No. 21-26 **January 2026**

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

BE IT RESOLVED that the Burlington 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 2025

Vendor Name	Comment	Invoice Amount
PERMA RISK MANAGEMENT SERVICES	POSTAGE 12/25	2.96
		2.96
COCKERILL, CRAIG & MOORE, LLC	LEGAL SERVICES FOR 12/25 INV 14477	2,220.00
		2,220.00
GANNETT PENNSYLVANIA LOCALIQ	A# 793114 INV 7422710 11872319 11/30/25	27.44
GANNETT PENNSYLVANIA LOCALIQ	A# 793114 INV 7422710 11817660 11/7/25	40.46
GANNETT PENNSYLVANIA LOCALIQ	A# 793114 INV 7422710 1118428 11/9/25	138.12
		206.02
	Total Payments FY 2025	**$2,428.98**

FUND YEAR 2026

Vendor Name	Comment	Invoice Amount
PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 01/26	20,487.50
		20,487.50
THE ACTUARIAL ADVANTAGE	ACTUARIAL FEES 01/26	1,020.00
		1,020.00
QUAL-LYNX	CLAIM ADJUSTING SERVICES 01/26	22,325.00
		22,325.00
	Total Payments FY 2026	**43,832.50**
	TOTAL PAYMENTS ALL FUND YEARS	**$46,261.48**

_____
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					
BURLINGTON COUNTY INSURANCE COMMISSION					
ALL FUND YEARS COMBINED					
CURRENT MONTH	**October**				
CURRENT FUND YEAR	**2025**				
	Description:	**Ins Comm General A/C -CItizens**	**ASO Claims-WC & Liab**	**TD Bank #8087**	
	ID Number:				
	Maturity (Yrs)				
	Purchase Yield:				
	TOTAL for All Accts & instruments				
Opening Cash & Investment Balance	**$7,535,492.07**	**7,489,993.58**	**78598.38**	**-33099.89**	
Opening Interest Accrual Balance	**$0.00**	**-**	**0**	**0**	
1	Interest Accrued and/or Interest Cost	$0.00	$0.00	$0.00	$0.00
2	Interest Accrued - discounted Instr.s	$0.00	$0.00	$0.00	$0.00
3	(Amortization and/or Interest Cost)	$0.00	$0.00	$0.00	$0.00
4	Accretion	$0.00	$0.00	$0.00	$0.00
5	Interest Paid - Cash Instr.s	$25,556.99	$25,556.99	$0.00	$0.00
6	Interest Paid - Term Instr.s	$0.00	$0.00	$0.00	$0.00
7	Realized Gain (Loss)	$0.00	$0.00	$0.00	$0.00
8	Net Investment Income	$25,556.99	$25,556.99	$0.00	$0.00
9	Deposits - Purchases	$2,760,344.38	$2,203,677.30	$0.00	$556,667.08
10	(Withdrawals - Sales)	-$1,101,278.57	-$602,697.83	$0.00	-$498,580.74
Ending Cash & Investment Balance		$9,220,114.87	$9,116,530.04	$78,598.38	$24,986.45
Ending Interest Accrual Balance		$0.00	$0.00	$0.00	$0.00
Plus Outstanding Checks		$71,950.51	$25,241.32	$0.00	$46,709.19
(Less Deposits in Transit)		-$24,241.32	$0.00	-$24,241.32	$0.00
Balance per Bank		$9,267,824.06	**$9,141,771.36**	$54,357.06	$71,695.64

BURLINGTON COUNTY INSURANCE COMMISSION

SUMMARY OF CASH TRANSACTIONS - ALL FUND YEARS COMBINED

Current Fund Year: 2025 **Month Ending: October**	**Property**	**Liability**	**Auto**	**Worker's Comp**	**NJ CEL**	**Admin**				**TOTAL**
OPEN BALANCE	283,357.93	1,816,803.46	208,483.48	6,211,177.92	(1,284,204.29)	299,873.88	0.00	0.00	0.00	7,535,492.39
RECEIPTS										
Assessments	112,546.83	169,758.13	37,281.14	604,939.20	1,114,768.36	162,547.63	0.00	0.00	0.00	2,201,841.30
Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Invest Pymnts	2,565.28	6,475.99	1,678.67	14,242.34	42.36	552.35	0.00	0.00	0.00	25,556.99
Invest Adj	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Invest	2,565.28	6,475.99	1,678.67	14,242.34	42.36	552.35	0.00	0.00	0.00	25,556.99
Other *	1,836.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,836.00
TOTAL	116,948.11	176,234.12	38,959.81	619,181.54	1,114,810.72	163,099.98	0.00	0.00	0.00	2,229,234.29
EXPENSES										
Claims Transfers	3,030.43	34,785.30	1,162.00	187,054.51	0.00	0.00	0.00	0.00	0.00	226,032.24
Expenses	0.00	0.00	0.00	0.00	0.00	46,030.75	0.00	0.00	0.00	46,030.75
Other *	0.00	272,548.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	272,548.50
TOTAL	3,030.43	307,333.80	1,162.00	187,054.51	0.00	46,030.75	0.00	0.00	0.00	544,611.49
END BALANCE	**397,275.61**	**1,685,703.79**	**246,281.29**	**6,643,304.96**	**(169,393.56)**	**416,943.11**	**0.00**	**0.00**	**0.00**	**9,220,115.19**

BURLINGTON COUNTY INSURANCE COMMISSION - HIF

SUMMARY OF CASH TRANSACTIONS - ALL FUND YEARS COMBINED

Current Fund Year: 2025 **Month Ending: September**	**Medical**	**Rx**	**Dental**	**DMO**	**County Run-In**	**Reinsurance**	**Admin**	**0**	**0**	**TOTAL**
OPEN BALANCE	5,632,235.66	(1,664,550.33)	0.00	0.00	0.00	(160,091.65)	7,361.48	0.00	0.00	3,814,955.16
RECEIPTS										
Assessments	2,038,951.70	359,134.53	0.00	0.00	0.00	151,010.13	101,463.77	0.00	0.00	2,650,560.13
Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Invest Pymnts	10,289.73	0.00	0.00	0.00	0.00	0.00	73.43	0.00	0.00	10,363.16
Invest Adj	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Invest	10,289.73	0.00	0.00	0.00	0.00	0.00	73.43	0.00	0.00	10,363.16
Other *	210,565.08	352,455.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	563,020.48
TOTAL	2,259,806.51	711,589.93	0.00	0.00	0.00	151,010.13	101,537.20	0.00	0.00	3,223,943.77
EXPENSES										
Claims Transfers	2,045,660.91	622,105.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,667,766.13
Expenses	173,945.26	0.00	0.00	0.00	0.00	166,790.44	105,186.50	0.00	0.00	445,922.20
Other *	102,512.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102,512.83
TOTAL	2,322,119.00	622,105.22	0.00	0.00	0.00	166,790.44	105,186.50	0.00	0.00	3,216,201.16
END BALANCE	**5,569,923.17**	**(1,575,065.62)**	**0.00**	**0.00**	**0.00**	**(175,871.96)**	**3,712.18**	**0.00**	**0.00**	**3,822,697.77**

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS			
BURLINGTON COUNTY INSURANCE COMMISSION - HIF			
ALL FUND YEARS COMBINED			
CURRENT MONTH	September		
CURRENT FUND YEAR	2025		
		Description:	**Investors Checking**
		ID Number:	
		Maturity (Yrs)	
		Purchase Yield:	
		TOTAL for All Accts & instruments	
Opening Cash & Investment Balance		**$3,814,955.67**	**3,814,955.67**
Opening Interest Accrual Balance		**$0.00**	**-**
1	Interest Accrued and/or Interest Cost	$0.00	$0.00
2	Interest Accrued - discounted Instr.s	$0.00	$0.00
3	(Amortization and/or Interest Cost)	$0.00	$0.00
4	Accretion	$0.00	$0.00
5	Interest Paid - Cash Instr.s	$10,363.16	$10,363.16
6	Interest Paid - Term Instr.s	$0.00	$0.00
7	Realized Gain (Loss)	$0.00	$0.00
8	Net Investment Income	$10,363.16	$10,363.16
9	Deposits - Purchases	$3,111,067.78	$3,111,067.78
10	(Withdrawals - Sales)	-$3,113,688.35	-$3,113,688.35
Ending Cash & Investment Balance		$3,822,698.26	$3,822,698.26
Ending Interest Accrual Balance		$0.00	$0.00
Plus Outstanding Checks		$0.00	$0.00
(Less Deposits in Transit)		$0.00	$0.00
Balance per Bank		$3,822,698.26	**$3,822,698.26**

QUALCARE

Burlington County Insurance Fund Commission
Medical Savings Summary

QUAL-LYNX
LINKING YOU TO QUALITY CLAIM SERVICES

2025

	TOTAL NUMBER OF BILLS	IN NETWORK BILLS	% OF NETWORK UTILIZATION	CHARGES	QUALCARE ALLOWED	NETWORK SAVINGS	% SAVINGS
JANUARY	194	192	99%	$ 301,660.99	$ 128,793.71	$ 172,867.28	57%
FEBRUARY	167	166	99%	$ 126,091.77	$ 42,937.11	$ 83,154.66	66%
MARCH	296	287	97%	$ 223,277.45	$ 85,597.45	$ 137,680.00	62%
APRIL	181	159	88%	$ 285,845.09	$ 70,673.03	$ 215,172.06	75%
MAY	162	152	94%	$ 135,628.47	$ 42,526.84	$ 93,101.63	69%
JUNE	161	149	93%	$ 375,313.89	$ 226,740.56	$ 148,573.33	40%
JULY	146	136	93%	$ 172,606.00	$ 76,689.99	$ 95,916.01	56%
AUGUST	188	179	95%	$ 248,029.77	$ 96,216.62	$ 147,825.87	59%
SEPTEMBER	174	170	98%	$ 274,326.49	$ 96,706.06	$ 177,620.43	65%
OCTOBER	154	146	95%	$ 183,975.32	$ 58,237.21	$ 125,738.11	68%
NOVEMBER	134	126	94%	$ 85,774.02	$ 34,049.06	$ 51,724.96	60%
DECEMBER	69	69	100%	$ 26,460.93	$ 9,002.88	$ 17,458.05	66%
TOTALS	**2026**	**1931**	**95%**	**$ 2,438,990.19**	**$ 968,170.52**	**$ 1,466,832.39**	**60%**

2024

	TOTAL NUMBER OF BILLS	IN NETWORK BILLS	% OF NETWORK UTILIZATION	CHARGES	QUALCARE ALLOWED	NETWORK SAVINGS	% SAVINGS
APRIL	4	4	100%	$ 2,235.15	$ 961.22	$ 1,273.93	57%
MAY	30	30	100%	$ 28,041.28	$ 12,918.81	$ 15,122.47	54%
JUNE	4	4	100%	$ 879.61	$ 434.08	$ 445.53	51%
JULY	2	2	100%	$ 380.21	$ 258.68	$ 121.53	32%
AUGUST	300	275	92%	$ 235,426.26	$ 112,787.20	$ 122,639.06	52%
SEPTEMBER	172	165	96%	$ 208,670.02	$ 98,368.95	$ 110,301.07	53%
OCTOBER	147	147	100%	$ 109,166.59	$ 44,462.06	$ 64,704.53	59%
NOVEMBER	131	119	91%	$ 207,133.60	$ 68,122.07	$ 139,011.53	67%
DECEMBER	151	148	98%	$ 197,026.64	$ 86,804.06	$ 110,222.58	56%
TOTALS	**941**	**894**	**95%**	**$ 988,959.36**	**$ 425,117.13**	**$ 563,842.23**	**57%**

QUAL-LYNX
LINKING YOU TO QUALITY CLAIM SERVICES

BURLINGTON COUNTY
INSURANCE COMMISSION
SAVINGS BY SPECIALTY
December 2025

QUALCARE INC

In Network

Specialty	Bill Count	Charges	Approved	Savings	% Savings
Physical therapy/Occupational therapy	41	$14,792.00	$4,279.79	$10,512.21	71%
Occupational Medicine/Urgent Care	14	$6,202.65	$2,321.86	$3,880.79	63%
Ortho/Neuro	9	$2,956.54	$1,527.45	$1,429.09	48%
Emergency Medicine	1	$1,255.00	$309.26	$945.74	75%
Behavioral Health	2	$840.00	$340.00	$500.00	60%
Anesthesia/Pain Management	1	$300.00	$132.73	$167.27	56%
Durable Medical Equipment	1	$114.74	$91.79	$22.95	20%

Out of Network

Specialty	Bill Count	Charges	Approved	Savings	% Savings
n/a				$0.00	

Burlington County Insurance Commission
Workers' Compensation Claims Reported by Claim Type
2025

2025 YTD

Insured Group	Indemnity Claims	Medical Only Claims	Record Only Claims	Total Claims
Burlington County	14	53	45	112
Burlington County Board of Social Services	0	2	8	10
Burlington County Bridge Commision	0	1	0	1
Burlington County Institute of Technology	1	6	0	7
Burlington County Special Services School District	3	73	18	94
Rowan College at Burlington County	0	4	4	8
Total	18	139	75	232

April 1st, 2024-December 31st, 2024

Insured Group	Indemnity Claims	Medical Only Claims	Record Only Claims	Total Claims
BURLINGTON COUNTY	10	41	21	72
BURLINGTON COUNTY BOARD OF SOCIAL SERVICE	0	2	0	2
BURLINGTON COUNTY BRIDGE COMMISSION	0	3	0	3
Burlington County Institute of Technology	0	7	4	11
Burlington County Special Services School District	4	45	12	61
ROWAN COLLEGE AT BURLINGTON COUNTY	0	9	1	10
Total	14	107	38	159

BURLINGTON COUNTY INSURANCE COMMISSION

TO: Fund Commissioners

FROM: J.A. Montgomery Consulting, Safety Director

DATE: January 5, 2026

DATE OF MEETING: January 13, 2026

BCIC 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 Risk Operations Analyst ndougherty@jamontgomery.com Office: 856-552-4738
Mailing Address: TRIAD 1828 CENTRE Cooper Street, 18th Floor Camden, NJ 08102 P.O. Box 99106 Camden, NJ 08101		

December 2025 – January 2026

MEETINGS ATTENDED / TRAINING / LOSS CONTROL VISITS CONDUCTED

- **December 1:** Attended the BCIC Claims Committee meeting.
- **December 5:** Attended the BCIC Safety Committee meeting.
- **December 9:** Attended the BCIC meeting.

UPCOMING MEETINGS / TRAINING / LOSS CONTROL VISITS PLANNED

- **January 13:** Plan to attend the BCIC meeting.
- **January 14:** Plan to attend the BCIC Claims Committee meeting.

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/safety/safety-bulletins/.

- Shooting Range Regulations - Best Practices
- CDL- Maintaining Entry Level Driver Training (ELDT) - Training Provider Status

- Crane Inspections - Best Practices
- CDL Drivers Annual Record Checks, Program Review - Best Practices

NJCE LIVE and LEARNING ON DEMAND TRAINING

LIVE Safety Training

We are offering the majority of the NJCE JIF training catalog on a Virtual platform through Zoom. In-Person training will be held via the MSI-NJCE Expos and are scheduled throughout New Jersey in 2026 (schedule to be released).

Virtual classes feature real-time, instructor-led in-person, and virtual classes. Experienced instructors provide an interactive experience for the attendee on a broad spectrum of safety and risk control topics. Most NJCE LIVE virtual offerings have been awarded continuing education credits for municipal designations and certifications.

The live virtual monthly training schedules and registration links are available on the NJCE.org website under the "Safety" tab: NJCE Live Monthly Training Schedules. Please register early, under-attended classes will be canceled. *(January through February Live Training Schedule and Registration Links are attached).*

To maintain the integrity of the NJCE classes and our ability to offer CEUs, we must abide by the rules of the State agency that issued the designation. Most important among those rules is the attendee of the class must attend the whole session. **Attendees who enter the class more than 5 minutes late or leave early will not be awarded CEUs for the class or receive a certificate of completion.**

To submit the NJCE LIVE Group Sign-in Sheet you will click on the NJCE LIVE Group Sign-in Sheet link or QR Code and complete the form with your groups' information. ***Please Submit Within 24 Hours***

Learning On Demand Training (available on the NJCE LMS)

NJCE Learning On Demand provides over 190 On-Demand Streaming Videos and Online Courses in English and Spanish that can be viewed 24/7 by members, on the NJCE Learning Management System (LMS) NJCE LMS. Topics pertain to many aspects of safety, risk control, employment practices, and supervision, and most can be viewed in under 20 minutes. NJCE Learning On Demand Catalog

NJCE LEADERSHIP ACADEMY

J.A. Montgomery Consulting and the NJCE JIF have created the NJCE Leadership Academy for Managers, Administrators, Department Heads, and Supervisors interested in sharpening and expanding communication, conflict resolution, stress management, and team-building skills. The goal is to enhance leadership skills by offering participants varied and in-depth training.

Open Enrollment Dates: Open Enrollment for the NJCE Leadership Academy will be available during the following time frames:

- *June 1 - 22, 2026 (Start Date: July 1, 2026*)
- *December 1 – 22, 2026 (Start Date – January 1, 2027)*

The Registration link will be available for completion during these time frames and can be found on the dedicated NJCE Leadership Academy webpage: NJCE Leadership Academy.

Please Note: *If a class link is not present on the Live Monthly Training Schedules the class may not be offered/available yet so please check back (class schedules are released two months out).*

The Leadership Academy Self- Assessment Form will be distributed to registrants electronically at the beginning of the year (end of January). The Safety Leadership Plaques will be distributed shortly thereafter. For more information and details on the Program please visit the NJCE Leadership Academy webpage: NJCE Leadership Academy.

NJCE Learning Management System (LMS)

Students (Users) – Contact your Agency's Training Administrator to send you the login link and activation code to set up your account. Once you receive your activation code and activate your account, you will see your new username and create your password through this process. (NJCE LMS Login). If you have any questions, please contact Natalie Dougherty (ndougherty@jamontgomery.com).

As a reminder the New Jersey Counties Excess (NJCE) JIF is offering the majority of the training catalog on a Live Virtual platform through Zoom. Monthly Training Schedules are on the NJCE.org website (**NJCE LIVE Monthly Training Schedules**).

(*) In-Person Training: Is being held via the MSI-NJCE Expo. Expos are scheduled throughout the state and are for training programs that are not available virtually. ***Please Note:*** ***Registration for in-person* classes will be completed through Eventbrite, by clicking on the Class Topic registration link(s) below. (Expo 2026 schedule to be released soon).***

(**) PLEASE NOTE *(Zoom Meeting): Starting in January 2026 - INDIVIDUAL or GROUP registrations are permitted. GROUPS and INDIVIDUAL STUDENTS MUST have access to a computer or device with a WORKING CAMERA & MICROPHONE to attend this class.*

For more information on training and other safety resources, please visit the Safety portion of the NJCE.org website: **https://njce.org/safety.**

NOTE: **If a class registration link is not taking you to a registration page for completion, it means that the class was either cancelled or the class is full, Thank you.**

January through February 2026 Safety Training Schedule
Click on the "Class Topic" to Register and for the Course Description.

DATE	CLASS TOPIC	TIME
1/5/26	Fire Safety	8:30 - 9:30 am
1/5/26	CDL: Drivers' Safety Regulations	8:30 - 10:30 am
1/5/26	Fire Extinguisher Safety	10:00 - 11:00 am
1/5/26	Ladder Safety/Walking & Working Surfaces	1:00 - 3:00 pm
1/6/26	Back Safety/Material Handling	9:00 - 10:00 am
1/6/26	Designated Employer Representative Training (DER) (Zoom Meeting)**	9:00 - 4:00 pm w/ 1 hour lunch brk
1/6/26	Hearing Conservation	10:30 - 11:30 am
1/6/26	Snow Plow/Snow Removal Safety	2:30 - 4:30 pm
1/7/26	Fall Protection Awareness	8:30 - 10:30 am
1/7/26	Chipper Safety	11:00 - 12:00 pm
1/7/26	Lockout/Tagout (Control of Hazardous Energy)	2:30 - 4:30 pm
1/8/26	Implicit Bias in the Workplace	9:00 - 10:30 am
1/8/26	Hazard Communication/NJ Right to Know	1:00 - 2:30 pm
1/9/26	Work Zone: Flagger	8:30 - 9:30 am
1/9/26	Personal Protective Equipment	10:00- 12:00 pm
1/9/26	Chainsaw Safety	1:00 - 2:00 pm
1/12/26	Bloodborne Pathogens	8:30 - 9:30 am
1/12/26	Employee Conduct & Violence Prevention in the Workplace	9:00 - 10:30 am
1/12/26	Work Zone: Temporary Traffic Controls	10:00 - 12:00 pm
1/12/26	Driving Safety Awareness	1:00 - 2:30 pm
1/13/26	Confined Space Entry	8:30 - 11:30 am
1/13/26	Preparing for First Amendment Audits	9:00 - 11:00 am

1/13/26	CDL Entry Level Driver Training Train-the-Trainer Program (Zoom Meeting)**	1:00 - 2:30 pm
1/14/26	Snow Removal Safety	7:30 - 9:30 am
1/14/26	Shop & Tool Safety	10:00 - 11:00 am
1/14/26	Hazard Communication/NJ Right to Know	1:00 - 2:30 pm
1/15/26	Hearing Conservation	9:00 - 10:00 am
1/15/25	Fire Extinguisher Safety	10:30 - 11:30 am
1/15/26	Introduction to Management Skills (Zoom Meeting)**	10:00 - 12:00 pm
1/20/26	Employee Conduct & Violence Prevention in the Workplace	1:00 - 2:30 pm
1/21/26	Public Works & Utility: Safety & Regulatory Awareness	8:00 – 12:00 pm
1/21/26	Bloodborne Pathogens	1:00 – 2:00 pm
1/21/26	Law Enforcement: Violence Prevention & Risk Considerations for Law Enforcement Officers when Interacting with Mental Health Consumers	1:00 - 2:30 pm
1/21/26	NJ - CDL Entry Level Driver Training Train-the-Trainer Program (Bergen)*	9:00 - 1:00 pm
1/23/26	Lockout/Tagout (Control of Hazardous Energy)	8:30 - 10:30 am
1/23/26	Excavation, Trenching & Shoring Awareness	11:00 - 12:30 pm
1/23/26	Jetter/Vacuum Safety Awareness	1:00 - 3:00 pm
1/26/26	Confined Space Entry	8:30 - 11:30 am
1/26/26	CDL: Drivers' Safety Regulations	1:00 - 3:00 pm
1/27/26	CDL: Supervisors' Reasonable Suspicion (Zoom Meeting)**	9:00 - 11:00 am
1/27/26	Work Zone: Flagger	2:30 - 3:30 pm
1/28/26	Personal Protective Equipment	8:30 - 10:30 am
1/28/26	Active Shooter & Hostile Events – Critical Considerations for Organizational Leaders	9:00 - 11:00 am
1/28/26	Fire Safety	11:00 - 12:00 pm
1/28/26	Ladder Safety/Walking & Working Surfaces	1:00 - 3:00 pm
1/29/26	Sanitation & Recycling Safety	7:30 - 9:30 am
1/29/26	Hazard Communication/NJ Right to Know	10:00 - 11:30 am
1/29/26	Bloodborne Pathogens	1:00 - 2:00 pm
1/30/26	Dealing with Difficult People & De-Escalation	1:00 - 2:30 pm
1/30/26	HazMat Awareness with Hazard Communication/NJ Right to Know	2:30 - 5:30 pm
2/2/26	Snow Removal Safety	8:30 - 10:30 am
2/2/26	Shop & Tool Safety	11:00 - 12:00 pm
2/2/26	Hearing Conservation	2:30 - 3:30 pm
2/3/26	Fall Protection Awareness	8:30 - 10:30 am
2/3/26	Ladder Safety/Walking & Working Surfaces	1:00 - 3:00 pm
2/4/26	Bloodborne Pathogens	7:30 - 8:30 am
2/4/26	Employee Conduct & Violence Prevention in the Workplace	9:00 - 10:30 am
2/4/26	Work Zone: Temporary Traffic Controls	1:00 - 3:00 pm
2/5/26	Lockout/Tagout (Control of Hazardous Energy)	8:30 - 10:30 am
2/5/26	Fire Safety	11:00 - 12:00 pm
2/5/26	Fire Extinguisher Safety	1:00 - 2:00 pm
2/6/26	Hazard Communication/NJ Right to Know	8:30 - 10:00 am
2/6/26	Work Zone: Flagger	10:30 - 11:30 am
2/6/26	Productive Meetings Best Practices (Zoom Meeting)**	1:00 - 2:30 pm
2/9/26	CDL: Drivers' Safety Regulations	8:30 - 10:30 am
2/9/26	Jetter/Vacuum Safety Awareness	1:00 - 3:00 pm
2/10/26	Confined Space Entry	7:30 - 10:30 am
2/10/26	Ethical Decision Making	9:00 - 11:30 am
2/10/26	Harassment in the Workplace for Elected Officials, Managers, & Supervisors	9:00 - 11:00 am
2/10/26	Implicit Bias in the Workplace	1:00 - 2:30 pm

2/11/26	**Driving Safety Awareness**	**8:30 - 10:00 am**
2/11/26	**Ethics for NJ Local Government Employees**	**9:00 - 11:00 am**
2/11/26	**Chipper Safety**	**10:30 - 11:30 am**
2/11/26	**Protecting Children from Abuse In New Jersey Local Government Programs**	**11:30 - 1:00 pm**
2/11/26	**Law Enforcement: Understanding Cannabis: A Must for Every Agencies Officer Safety and Wellness Program**	**1:00 -2:30 pm**
2/11/26	**Hearing Conservation**	**1:00 - 2:00 pm**
2/12/26	**Personal Protective Equipment**	**8:30 - 10:30 am**
2/12/26	**Introduction to Understanding Conflict (Zoom Meeting)****	**10:00 - 12:00 pm**
2/12/26	**Bloodborne Pathogens**	**11:00 - 12:00 pm**
2/18/26	**Heavy Equipment Safety**	**8:00 - 10:00 am**
2/18/26	**Fire Extinguisher Safety**	**10:30 - 11:30 am**
2/18/26	**Chainsaw Safety**	**1:00 - 2:00 pm**
2/18/26	**Employee Conduct & Violence Prevention in the Workplace**	**1:00 - 2:30 pm**
2/19/26	**Fire Safety**	**8:30 - 9:30 am**
2/19/26	**Lockout/Tagout (Control of Hazardous Energy)**	**10:00 - 12:00 pm**
2/19/26	**Active Shooter and Hostile Events – Critical Considerations for Organizational Leaders**	**1:00 - 3:00 pm**
2/19/26	**Hazard Communication/NJ Right to Know**	**1:00 - 2:30 pm**
2/20/26	**HazMat Awareness with Hazard Communication/NJ Right to Know**	**8:30 - 11:30 am**
2/20/26	**Bloodborne Pathogens**	**1:00 - 2:00 pm**
2/23/26	**Excavation, Trenching and Shoring Awareness**	**8:00 - 9:30 am**
2/23/26	**Playground Safety Inspections**	**10:00 - 12:00 pm**
2/23/26	**Public Employers: What You Need to Know (Zoom Meeting)****	**9:00 - 10:30 am**
2/24/26	**Snow Removal Safety**	**8:30 - 10:30 am**
2/24/26	**Work Zone: Flagger**	**11:00 - 12:00 pm**
2/24/26	**Personal Protective Equipment**	**1:00 - 3:00 pm**
2/25/26	**Public Works & Utility: Safety & Regulatory Awareness**	**8:00 - 12:00 pm**
2/25/26	**CDL: Drivers' Safety Regulations**	**1:00 - 3:00 pm**
2/26/26	**Confined Space Entry**	**8:30 - 11:30 am**
2/26/26	**Hazard Communication/NJ Right to Know**	**1:00 - 2:30 pm**
2/27/26	**Ladder Safety/Walking & Working Surfaces**	**7:30 - 9:30 am**
2/27/26	**Asbestos Awareness**	**10:00 - 12:00 pm**

ZOOM SAFETY TRAINING GUIDELINES

Attendees who enter the class more than 5 minutes late or leave early will not be awarded CEUs for the class or receive a certificate of completion. **To maintain the integrity of the classes and our ability to offer CEUs, we must abide by the rules of the State agency who issued the designation. Chief among those rules is the attendee of the class must attend the whole session.** ***This guideline also applies to any participant taking the class as part of the NJCE Leadership Academy Program. The Leadership participant must be in attendance for the entire class runtime (no exceptions) in order to receive credit for the class.***

The Zoom platform is utilized to track the time each attendee logs in and logs out of webinars. Also, we can track participation, to demonstrate to the State agency that the student also participated in polls, quizzes, and question & answer activities during the live, instructor-led webinar. We maintain these records to document our compliance with the State agency.

Zoom Training Registration:

- When registering, please indicate the number of students that will be attending with you if in a group setting for an accurate count to avoid cancelations due to low attendance. Once registered you will receive an email with the webinar link. Be sure to save the link on your calendar to access on the day of training.
- Please register Early (at least 48 hours before, as Under-attended classes may be cancelled).

- A Zoom account is not needed to attend a class. Attendees can log on and view the presentations from a laptop, smartphone, or tablet.
- Zoom periodically updates their software. After registering for a webinar, the confirmation email contains a link at the bottom to Test your system. We strongly recommend testing your system, and updating it if needed, at that time.
- Please click here for informative Zoom operation details.
- It is suggested you log in to the webinar about 15 minutes early, so if there is an issue, there is time to address it. We cannot offer credit or CEUs/TCHs to attendees who log in 5 minutes late or leave early.

Group Training Procedures:

- Please have one person register for the safety training webinar and ensure that person will have access to the webinar link to launch on the day of the class. Please assign someone to complete and submit the group sign-in sheet link within 24 hours after the webinar.
- **NJCE LIVE GROUP SIGN IN SHEET SUBMISSION**

  To submit the NJCE LIVE Group Sign-in Sheet, please click **NJCE LIVE Group Sign-in Sheet** or use the QR Code  and complete the form with your group's information. *(Please Submit within 24 Hours)*

  Please Note: ***The Group Sign in Sheet only needs to be completed and submitted if the Training was done in a "Group Setting" and should Not be completed if the user logged in and viewed the training on their Own.***

RESOLUTION NO. 22-26

BURLINGTON COUNTY INSURANCE COMMISSION
RESOLUTION FOR CLOSED SESSION

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 241, P.L. 1975 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; now, therefore,

BE IT RESOLVED by the Burlington County Insurance Commission, County of Burlington, State of New Jersey, as follows:

1. The public shall be excluded from discussion of the hereinafter-specified subject matter.

2. The general nature of the subject matter to be discussed:

   CONTRACTS:

   LITIGATION: Rowan College at Burlington County

   PERSONNEL:

3. It is anticipated at this time that the above subject matter will be made public when the members of the Burlington County Insurance Commission have made final determination.

4. This resolution shall take effect immediately.

ADOPTED by THE BURLINGTON COUNTY INSURANCE COMMISSION at a properly noticed meeting held on January 13, 2026.

ADOPTED:

BY:_____
ASHLEY BUONO ESQ., CHAIRPERSON

ATTEST:

BY:_____
EVE CULLINAN, VICE CHAIRPERSON

APPENDIX I

MINUTES

BURLINGTON COUNTY INSURANCE COMMISSION
OPEN MINUTES
MEETING – December 9, 2025
10:00 A.M.

Chair Buono called the meeting to order and read the Open Public Meetings notice into record.

ROLL CALL OF COMMISSIONERS:

Ashley Buono, Esq.	Present
Eve A. Cullinan	Present
Dina Rocco, Esq.	Present
Erin Kelly, (Alternate)	Present

FUND PROFESSIONALS PRESENT:

Executive Director	PERMA Risk Management Services **Joseph P. Hrubash**
Claims Services	Qual Lynx **Kathy Kissane** **Lisa Gallo** **Dawn Slivinski**
	Vanguard Claims Administration **Sarah Mentzer**
	PERMA Risk Management Services **Shai McLeod** **Kerin Drumheiser**
Attorney	Cockerill, Craig & Moore, LLC **Jeffrey Craig, Esq.**
NJCE Underwriting Manager	Conner Strong & Buckelew
Treasurer	**Carolyn Havlick**
Safety Director	J.A. Montgomery Consulting **Glenn Prince**
Employee Benefits	PERMA Risk Management Services **Brandon Lodics** **Caitlyn Perkins**
	Conner Strong & Buckelew **Ian Dalton**
	Amerihealth Administrators **Megan Penick** **Megan Natale**
	Express Scripts, Inc. **Charles Yuk**

ALSO PRESENT:
Tami Granata, Burlington County
Thomas Merchel, Conner Strong & Buckelew
Katie Walters, Conner Strong & Buckelew
Jennifer Olson, Hardenbergh Insurance Group
Christina Violetti, Hardenbergh Insurance Group
Jennifer Bauer, PERMA Risk Management Services
Crystal Chuck, PERMA Risk Management Services
Cathy Dodd, PERMA Risk Management Services

APPROVAL OF MINUTES: OPEN AND CLOSED MINUTES OF OCTOBER 7, 2025, OPEN AND CLOSED MINUTES OF OCTOBER 10, 2025 AND NOVEMBER 3, 2025 OPEN AND CLOSED MINUTES

MOTION TO APPROVE THE OPEN AND CLOSED MINUTES OF OCTOBER 7, 2025 AND NOVEMBER 3, 2025

Moved:	Chair Buono
Second:	Commissioner Cullinan
Vote:	3 Ayes, 0 Nays

MOTION TO APPROVE THE OPEN AND CLOSED MINUTES OF OCTOBER 10, 2025

Moved:	Commissioner Cullinan
Second:	Commissioner Rocco
Vote:	2 Ayes, 0 Nays, 1 Abstention

CORRESPONDENCE: NONE

COMMITTEE REPORTS:

SAFETY COMMITTEE:

Mr. Prince reported the Safety Committee last met on Friday, December 5th. Mr. Prince advised a variety of topics were discussed, including vehicle safety, training opportunities through January 30, 2026 and the most commonly cited PEOSH citations. Mr. Prince said the 2026 meeting schedule would be distributed with the agenda and minutes for the next meeting. Mr. Prince concluded the Safety Committee report unless there were any questions.

CLAIMS COMMITTEE: Ms. Drumheiser reported the Claim Committee met on December 1st and we would be reviewing the PARS and SARS during closed session. Ms. Drumheiser referred to a copy of the Mandatory Year End Claims Sweep memorandum which was included in the agenda. Ms. Drumheiser asked members to conduct a review of any public officials or employment practice liability, employment practice liability, employed lawyers, professional liability, cyber, healthcare professional, general liability, crime, or pollution claims. Ms. Drumheiser advised these claims need to be reported to the insurance carrier by the end of the year, December 31st. Ms. Drumheiser concluded her report unless there were any questions.

EXECUTIVE DIRECTOR REPORT: Executive Director reported he had several actions today, including a dividend and the budget.

BCIC DIVIDEND OPTIONS AS OF 12/31/24: Executive Director referred to a copy of the Dividend Option as of the 12/31/24 audit which was included in the agenda. Executive Director said we met with the Chair, Vice Chair and Treasurer and they are recommending a dividend of $150,000. Executive Director noted if approved this distribution would be from Fund Year 2019 and applied to the 2026 Property & Casualty Budget.

2026 PROPERTY AND CASUALTY BUDGET INTRODUCTION: Executive Director referred to a copy of the 2026 Property and Casualty Budget, in the amount of $10,055,569 which was included in the agenda. He noted the proposed budget included the dividend option of $150,000. Executive Director said the budget represented an overall increase of 3.2%. Executive Director reported the budget was reviewed with the Chair, Vice Chair and Treasurer and they recommend this budget. Executive Director referred to line 10 of the budget and explained the figure reflects the Commission's share of the NJCE Budget which was introduced on November 21st. Executive Director stated there is good reason to believe the NJCE budget may be reduced by adoption. Executive Director then referred to a copy of the assessment schedule for the Commission Members included in the agenda and noted as in prior years assessments would be payable in three installments: 40% due March 15th, 30% due May 15th, and then 30% due on October 15th. He advised the Fund Office would advertise the budget. Executive Director asked if anyone had any questions about the dividend, budget or assessments and hearing none requested two motions, one to approve the dividend and one to schedule a public hearing.

MOTION TO APPLY A DIVIDEND IN THE AMOUNT OF $150,000 TO THE 2026 BUDGET

Moved:	Chair Buono
Second:	Commissioner Cullinan
Roll Call Vote:	3 Ayes, 0 Nays

MOTION TO INTRODUCE THE 2026 PROPERTY AND CASUALTY BUDGET IN THE AMOUNT OF $10,055,569 AND SCHEDULE A PUBLIC HEARING ON TUESDAY, JANUARY 13, 206 AT 10:00 A.M. AT THE COUNTY ADMINISTRATION BUILDING, BOARD ROOM, FIRST FLOOR, 49 RANCOCAS ROAD, MT. HOLLY, NJ

Moved:	Chair Buono
Second:	Commissioner Cullinan
Roll Call Vote:	3 Ayes, 0 Nays

CERTIFICATE OF INSURANCE REPORT: Executive Director referred to a copy of the certificate of insurance issuance report from the NJCE listing the certificates issued during the month of October which were included in the agenda. Executive Director said there were (3) three certificates issued during the month, and they looked fairly routine. Executive Director asked if anyone had any questions about the report and requested a motion.

MOTION TO APPROVE THE CERTIFICATE OF INSURANCE REPORT

Moved:	Chair Buono
Second:	Commissioner Cullinan
Vote:	3 Ayes, 0 Nays

RESOLUTION 55-25: Executive Director referred to Resolution 55-25, Amending the List of Assigned Defense Counsel to Remove Parker McCay, P.A. from the Workers' Compensation Counsel Panel. Executive Director explained Parker McCay, P.A., was inadvertently listed on Resolution 50-25 adopted on November 3, 2025. Executive Director noted Parker McCay, P.A., would remain as an approved Defense Counsel for General Liability Claims. Executive Director noted the resolution was reviewed by the Commission Attorney.

MOTION TO APPROVE RESOLUTION 55-25, AMENDING THE LIST OF ASSIGNED DEFENSE COUNSEL TO REMOVE PARKER MCCAY, P.A. FROM THE WORKERS' COMPENSATION COUNSEL PANEL

Moved:	Chair Buono
Second:	Commissioner Cullinan
Vote:	3 Ayes, 0 Nays

RESOLUTION 56-25: Executive Director referred to Resolution 56-25, Revising Resolution Numbers. Executive Director said Resolution Numbers 46-25 through 49-25 were inadvertently reassigned to new resolutions that were adopted at a properly noticed meeting on November 3, 2025. Executive Director stated the resolutions were renumbered to Resolutions 51-25 to 54-25. Executive Director noted the resolution was reviewed by the Commission Attorney.

MOTION TO APPROVE RESOLUTION 56-25, REVISING RESOLUTION NUMBERS

Moved:	Chair Buono
Second:	Commissioner Cullinan
Vote:	3 Ayes, 0 Nays

NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND: Executive Director reported the NJCE met on October 23, 2025 and a written summary report of the meeting was included in the agenda. Executive Director advised the NJCE Finance Committee met on November 14 and recommended the 2026 Budget in the amount of $45,352,299. Executive Director said the budget included a dividend of $500,000. Executive Director said the NJCE Finance Committee also recommended holding a special meeting on Tuesday, January 6 for a public hearing and adoption. Executive Director stated the NJCE also met on November 21, 2025 and a written summary report of the meeting was included in the agenda.

BCIC PROPERTY & CASUALTY FINANCIAL FAST TRACKS: Executive Director reported the July Financial Fast Track was included in the agenda. Executive Director stated as of July 31, 2025 there was a surplus of $2,704,951.83. Executive Director referred to line 11 of the report, "Investment in Joint Venture" and indicated $1,589,245 of the surplus was the BCIC's share of the NJCE equity. Executive Director noted the cash amount was $8,251,041.

A discussion followed regarding the timing of the Financial Fast Track Reports, which remain approximately six months behind due to ongoing transitions of Third-Party Administrators. It was stated that the transition is nearing completion and that updated, more current financial information is expected before adoption of the upcoming budget, potentially before the end of December.

NJCE PROPERTY & CASUALTY FINANCIAL FAST TRACK: Executive Director reported the August Financial Fast Track for the NJCE was included in the agenda. As of August 31, 2025, the NJCE had a surplus of $16,420.362 Executive Director noted the total cash amount was $45,102,344. Executive Director reported line 7 of the report "Dividend" represented the figure released by the NJCE of $6,707,551. Executive Director asked if there were any questions about the Financial Fast Tracks.

2025 NJCE BEST PRACTICES WORKSHOP: Executive Director reported the NJCE Best Practices Workshop was held virtually on October 30, 2025. Executive Director said I know some of you participated and did a great job. Executive Director noted we were very appreciative of your time and noted there were over 100 participants.

RFQ's: Executive Director advised the Fund Office issued RFQ's for various positions for Fund Year 2026. Executive Director reported the responses were due on October 22, 2025. Executive Director said a review committee reviewed the submissions and evaluated. Executive Director noted we would discuss the recommendations during Executive Session.

2026 PROPOSED MEETING DATES: Executive Director presented the proposed 2026 meeting dates (noted below) for the Commission and asked the Commissioners to advise of any conflicts. Discussion focused on the October 13, 2026 meeting date, which might conflict with the Columbus Day holiday, when the County is closed. It was agreed that staff would review alternative dates for October. The remaining proposed meeting dates were acceptable. A recommendation was made to distribute calendar invitations for all 2026 meetings at the beginning of the year to assist with scheduling, and the Commissioners agreed this would be helpful.

January 13	*10:00 AM*	*May 12*	*10:00 AM*	*September 15*	*10:00 AM*
February 10	*10:00 AM*	*June 9*	*10:00 AM*	*October 13*	*10:00 AM*
March 10	*10:00 AM*	*August 11*	*10:00 AM*	*December 15*	*10:00 AM*

Executive Director's Report Made Part of Minutes

Health Benefits Minutes
December 9, 2025
Executive Director
PERMA

FINANCIAL FAST TRACK – Mr. Lodics stated the August is a repeat fast track as it was included in the special meeting last month.

2026 BUDGET ADOPTION – Mr. Lodics reviewed the 2026 budget for adoption, noting there were no material changes from the bottom line. However, he did highlight two updates from the introduced budget. First, additional Fund Attorney expenses related to contract reviews and other legal support were reclassified from the miscellaneous line. Second, the Stop Loss renewal was

approximately 35% lower than the amount estimated in the budget introduced. As a result, the excess will be transferred to the contingency line, as rate impact was less than one percent.

Chair Buono motioned to open the Public Hearing on the 2026 budget. Commissioner Cullinan seconded the motion. All in favor.

There was no public discussion that occurred.

Chair Buono motioned to close the Public Hearing on the 2026 budget. Commissioner Cullinan seconded the motion. All in favor.

Chair Buono motioned to approved Resolution 57-25, approving the 2026 budget in the amount of $39,057,960. Commissioner Cullinan seconded the motion.

Mr. Lodics showed his appreciation for the support, as it was a challenging market and hopes for a better 2026.

2026 HEALTH PROFESSIONALS – Mr. Lodics commented there were some professionals that went out for Request for Proposals (RFPs) that will be covered in closed session.

2026 STOP LOSS RENEWAL & EUS RFP AUTHORIZATION – Mr. Lodics commented that the Program Manager, Ms. Tammy Brown, will cover in more detail about the Stop Loss proposals for 2026.

Health Benefits Program Manager Report
Conner Strong & Buckelew

Ms. Brown reviewed the following items in the Program Manager's report:

AmeriHealth Administrators

Increase of Plan 3's Deductible to Meet the 2026 IRS Minimum

Each year, the Internal Revenue Service (IRS) establishes the minimum deductible requirements for qualified High-Deductible Health Plans. For 2026, the IRS has set the minimum deductible at $1,700 for individual coverage and $3,400 for family coverage. Currently, the County administers one High-Deductible Health Plan, known as Plan 3.

To ensure that Plan 3 continues to meet the IRS criteria for a qualified High-Deductible Health Plan, the County has approved an increase in the plan's deductible amounts for 2026 from $1,650 for individuals and $3,300 for families to $1,700 for individuals and $3,400 for families. This change will go into effect on January 1st, 2026.

Ms. Brown noted that the adjustment is not a requirement since their plan is an unqualified High-Deductible Health Plan but recommends following the IRS guidelines.

Chair Buono motioned to approve the High-Deductible Health Plan deductible amounts for 2026. Commissioner Rocco seconded the motion.
Diabetic Utilization and AmeriHealth's Solutions

In the October Program Manager's report, it was discussed that Diabetes was the #1 indication for Pharmacy (30.9%) and there has been a significant increase in Diabetic utilizers for medications to treat diabetes, such as Ozempic, Mounjaro, Jardiance, and Trulicity.

To help address this increased utilization of diabetic medications, CSB has requested that AmeriHealth provide potential solutions that could be administered by the County. AmeriHealth has recommended the following programs for consideration:

1. Cardiometabolic Health Program Complete
2. Cardiometabolic Health Program Plus
3. Cardiometabolic Health Program Core

Ms. Brown recommends that the Program Manager team continues to work with AmeriHealth to create communications to engage these individuals to join these available programs. She noted there is a cost associated with these programs, but there are some wellness dollars available in the current budget.

Chair Buono motioned to approve the Program Manager team to move forward with collaborating with AmeriHealth on these programs. Commissioner Cullinan seconded the motion. All in favor.

Lastly, Ms. Brown provided a verbal update on the quotes for the Stop Loss renewal that was released two weeks ago and will provide an update at the next meeting.

Third Party Administrator- Medical AmeriHealth Administrators

Ms. Penick commented on the programs that Ms. Brown alluded to in her report, stating that it is a new program through their partnership with Teladoc and it addresses challenges related to cardiometabolic health. Ms. Penick reviewed the AmeriHealth report included in the agenda for the month of October 2025 and seven high claimants. Ms. Natale reviewed the additional ancillary reports, which include top facilities and performance guarantees.

Prescription Benefits Manager Express Scripts

Mr. Yuk reviewed the Express Scripts report provided at the meeting, noting that the trend for September 2025 was up 16% compared to September 2024. He reviewed the top 10 indications, highlighting diabetes is the top indication as Ms. Brown alluded to in her report. He also reviewed the top 25 drugs.
In response to Commissioner Cullinan about the emails being sent to members regarding the Omada program, Mr. Yuk noted that this is a voluntary program for members and it is a legitimate program through Express Scripts.

TREASURER REPORT: Ms. Havlick referred to the Bills Lists included in the agenda and stated she had reviewed all items and found them to be in order, and recommended approval of Resolutions 58-25 through 61-25.

MOTION TO APPROVE RESOLUTION 58-25, NOVEMBER P&C BILLS LIST, RESOLUTION 59-25, NOVEMBER HEALTH BILLS LIST, RESOLUTION 60-25, DECEMBER P&C BILLS LIST AND RESOLUTION 61-25 DECEMBER HEALTH BILLS LIST

Moved:	Chair Buono
Second:	Commissioner Cullinan
Roll Call Vote:	3 Ayes, 0 Nays

ATTORNEY: Mr. Craig said his report would be during closed session and would provide an update on some litigation.

CLAIMS ADMINISTRATOR: Ms. Kissane apologized for Ms. Gallo as she could not attend the meeting and advised she would review the Medical Savings Summary Report which was included in the agenda. Ms. Kissane reported she would review the November figures and noted they processed 134 bills with 126 bills in network which was a terrific network utilization of 94%. Ms. Kissane advised the bills were repriced and there was a savings of $51,724. Ms. Kissane noted the Commission saved $1.45 million, which was a strong year. Ms. Kissane continued to review the Savings by Specialty Report and Workers' Compensation Claims Reported by Claim Type.

Ms. Kissane added that the Claims Conversion was completed in November 2024 so there were no data issues, so apparently there were some concerns with Origami. Ms. Kissane advised her office was sending data sets to Origami and PERMA to help correct the issues. Ms. Kissane said the balance of her report was for closed session.

NJCE SAFETY DIRECTOR: Mr. Prince referred to a copy of the Safety Director Report for October through December which was included in the agenda. Mr. Prince advised we also included all of our training opportunities through January 30, 2026. Mr. Prince said as he reported at the Safety Committee Meeting open enrollment for the NJCE Leadership Academy began, which opened on December 1 through December 22, 2025 with a start date of January 1, 2026. Mr. Prince noted there were 112 participants enrolled. Employees participating in the mandatory elective curriculum have two years from their start date to complete all required and elective coursework. Upon successful completion, participants receive a commemorative plaque.

Mr. Prince said he would be working with Mr. Janis offline to do some in-person forklift operation training at your facility, emphasizing that hands-on training is necessary to properly evaluate employee skills and safe operating of the equipment.

In addition, Mr. Prince discussed the need for in-person training for operators of larger vehicles used by the Sheriff's Office and Health Department. Mr. Prince has begun coordinating with Ms. Funkhouser regarding course descriptions and will follow up to schedule the training and report back once completed. He also agreed to look into training related to two identical vehicles recently purchased for the Sheriff's Office and Health Department.

Mr. Prince said as he reported the other day at the Safety Committee Meeting, vouchers for the Safety Grant would be issued shortly by PERMA. Once the completed vouchers were returned, the funds can be distributed as quickly as possible. In addition, the underwriting team is working with several carriers to increase the Safety Grant funding for 2026. Mr. Prince said once the final funding is confirmed, a memo would be circulated. Mr. Prince noted this was a great opportunity for 2026. Mr. Prince concluded his report unless there were any questions.

OLD BUSINESS: None

NEW BUSINESS: None

PUBLIC COMMENT: Chair Buono asked if there was anyone from the public that wanted to make a comment.

MOTION TO OPEN THE MEETING TO THE PUBLIC

Moved:	Chair Buono
Second:	Commissioner Cullinan
Vote:	3 Ayes, 0 Nays

MOTION TO CLOSE THE MEETING TO THE PUBLIC

Moved:	Chair Buono
Second:	Commissioner Cullinan
Vote:	3 Ayes, 0 Nays

CLOSED SESSION: Chair Buono read Resolution 62-25 Resolution for Closed Session and requested a Motion for Executive Session (in accordance with the Open Public Meetings Act, N.J.S.A. 10: 4-12) to discuss payment authority requests.

MOTION TO APPROVE RESOLUTION 62-25 FOR CLOSED SESSION

Moved:	Chair Buono
Second:	Commissioner Cullinan
Vote:	3 Ayes, 0 Nays

After returning to Open Session, Chair Buono said she would make a motion.

MOTION TO APPROVE PARS AND SARS AS DISCUSSED IN CLOSED SESSION

Moved:	Chair Buono
Second:	Commissioner Cullinan
Roll Call Vote	3 Ayes, 0 Nays

MOTION TO APPROVE THE CONTRACTS AS STATED IN CLOSED SESSION

Moved:	Chair Buono
Second:	Commissioner Cullinan
Roll Call Vote	3 Ayes, 0 Nays

MOTION TO ADJOURN:

Moved:	Chair Buono
Second:	Commissioner Cullinan
Vote:	3 Ayes, 0 Nays

Chair Buono advised the Reorganization Meeting was scheduled for January 13, 2026 at 10:00 a.m.

MEETING ADJOURNED 11:11 A.M.

Minutes prepared by: Cathy Dodd, Assisting Secretary, Caitlyn Perkins, Benefits

APPENDIX II

SERVICE AGREEMENTS

ADMINISTRATIVE SERVICES AGREEMENT

For adequate consideration, Scibal Associates d/b/a Qual Lynx ("Qual Lynx") and Burlington County Insurance Fund Commission ("Commission") enter into this Agreement concerning the administration of claims arising out of the Burlington County Insurance Fund Commission's self-insured workers compensation and general liability program ("Program"). This Agreement is effective as of January 1, 2026 and replaces and supersedes all prior Agreements.

ARTICLE I. DUTIES OF QUAL LYNX

1.01 General. Unless otherwise stated, Qual Lynx will provide the services described in this Agreement for the fees set forth herein.

1.02 Claims Processing. Qual Lynx will record and adjust claims arising out of the Program and reported to it by the Commission for the life of this contract. The self-insured lines covered by this Agreement include workers compensation, general liability claims, public official liability and employment liability claims, property claims, and Managed Care Services. Qual Lynx will process claims in accordance with the following standards:

A. Beginning on January 1, 2026 and for the term of the contract, Qual Lynx shall accept and review all claims reported to the Commission.

B. Qual Lynx will conduct an investigation as it deems necessary and appropriate for any loss in order to determine compensability. If the Commission believes that additional investigation is necessary, the Commission may instruct Qual Lynx to do such further investigation.

C. Qual Lynx will make payment as required for all allocated loss adjustment expenses, indemnity payments and program expenses from an account established and funded by the Commission.

D. Claims and Expense Payment Account. Qual Lynx will continue to use two non-interest bearing checking accounts in Scibal Associates d/b/a Qual Lynx with account name of OBO BCIC ("Claims and Expense Payment Account") and OBO Burlington County Runout ("Runout") with TD Bank, N.A. (TD) or its successor, which is to be funded by Client but which Qual Lynx will administer for the purpose of paying Qualified Claims and Allocated Loss Adjustment Expenses in accordance with the procedures set forth in the paragraphs below. Qual Lynx will provide Client with two monthly Payment Registers outlining all claims payments, Allocated Loss Adjustment Expenses and correction items processed by Qual Lynx. The Payment Registers will contain the name of the payee, date of payment, amount of payment and claim number for all funding transactions which occurred during the prior month.

Qual Lynx will send a facsimile or e-mail notification for each bank account to Client on a weekly basis which shall include the total amount of claims payments made by Qual Lynx on behalf of client. Upon receipt of that facsimile or e-mail, Client shall direct that a transfer in a corresponding amount be made from Client's account at Client's bank through the Automated Clearinghouse System to the claim and expense account (ACH Credit). The amount of the transfer shall be equal to the amount of payments made by Qual Lynx on clients behalf from the prior check run. If at any time the Claims and Expense Payment Account balance will be depleted by seventy-five percent (75%) or more during the course of any given week, Qual

Lynx shall provide written notice of such depletion (Prefund Request) to Client, and Client will replenish the balance within two (2) business days of receipt of said notice.

Should Client fail at any time to maintain adequate funding after receiving notification from Qual Lynx, then Qual Lynx may suspend all contractual obligations under this Agreement until such funding has been retained and payment of any related Qual Lynx bank charges, fees, or penalties have been paid by Client.

In no instance will any payment of claims or expenses be made by Qual Lynx on behalf of Client, including but not limited to Allocated Loss Adjustment Expenses, unless sufficient funds are made available by Client to Qual Lynx to do so. Should Qual Lynx advance funding on the part of Client, then Client shall immediately reimburse Qual Lynx or Qual Lynx may suspend all contractual obligations under this Agreement until full reimbursement has been received as well as any related Qual Lynx bank charges, fees, or penalties have been paid by Client.

This section of the Agreement shall survive the termination of the Agreement.

The Commission will grant Qual Lynx the authority to exercise its discretion and to further incur, settle and pay any individual claim or expenses equal to or less than $20,000.00 except for all automobile, general liability and property claims for which Qual Lynx shall have discretionary settlement authority up to than $5,000.

E. Qual Lynx will establish a reserve for each claim in good faith based on information that is documented in the claim file. Qual Lynx will review the reserves with the Commission.

F. Qual Lynx will conduct appropriate settlement negotiations on legitimate claims and endeavor to conclude such claims on favorable terms.

Qual Lynx will furnish all claims forms necessary to proper claim administration.

Qual Lynx will handle all open claims prior to April 1, 2024 including pre-Commission claims.

Qual Lynx agrees to disclose any financial arrangements that it has made with third party vendors, such as managed care and bill repricing vendors. Qual Lynx agrees that if it enters into such agreements during the course of its Administrative Services Agreement with the Burlington County Insurance Commission it will immediately notify the Commission.

1.03 Managed Care Service. Qual Lynx shall provide managed care services for Workers' Compensation claims filed in the State of New Jersey. Qual Lynx shall provide its services in accordance with the requirements of any regulatory authority having jurisdiction.

Service will be provided to the conclusion of each Workers' Compensation.

Service shall include but not be limited to:

1. Direct reporting service with a dedicated toll-free line to report injuries 24 hours per day, 365 days per year. This shall include the completion and filing of the Employer's First Report of Accidental Injury or Occupational Illness Report.

2. Provide medical bill review and re-pricing.

3. Provide field base medical/vocational case management with the approval of the Commission.

4. Provide Telephonic Case Management Services.

1.04 **Litigation Management.** Qual Lynx will assign defense counsel in consultation with the Commission for all litigated claims reported to it and will communicate with the New Jersey Counties Excess JIF and assigned defense counsel as necessary to effectuate proper handling of claims. Qual Lynx will be reporting all claims for WC, GL, AL, Law and POL/EPL to the excess JIF. Qual Lynx will monitor any developments in each case and ensure that counsel is attentive to the matter and report to the Commission as necessary and as required by the excess insurance policy. Qual Lynx will establish individual case reserves as it deems appropriate. The Commission reserves the right to take over the handling of any litigated claim and agrees to notify Qual Lynx of its decision to do so at the earliest practical time.

1.05 **Subrogation.** Qual Lynx will itself or with the assistance of outside legal counsel, evaluate potential subrogation rights of the Commission and will assert those rights that it believes are likely to yield a benefit to the Commission. Notwithstanding any judgment made by Qual Lynx about whether to pursue a subrogation claim, the Commission reserves the right to instruct Qual Lynx to assert or not to assert any meritorious claim.

1.06 **Records.** Qual Lynx will maintain reasonable records relating to its responsibilities under this contract. Qual Lynx will forward any or all records in its possession relating to this contract upon request from the Commission.

Qual Lynx shall maintain finalized electronic claim files as each claim is concluded until requested by the Commission to transmit the same to the Commission or other party or three (3) years after the expiration of the contract whichever occurs first.

1.07 **Reports.** Qual Lynx will provide the Commission with a monthly report itemizing all claims processed during the preceding month, including reports giving the status of losses, payments to date, estimated reserve amounts and other details relating to losses for purposes of loss analysis.

Qual Lynx shall file any required reports due to the State of New Jersey concerning workers' compensation claims.

Qual Lynx shall submit all forms necessary for proper claims administration and regulatory compliance.

Upon request of the Commission, Qual Lynx, being provided with the details of any insurance agreements, will provide claim information to insurers on an individual loss basis and/or aggregate basis, if necessary.

Note: Qual Lynx will be responsible for any claims still open as of April 1, 2024.

ARTICLE II. DUTIES OF THE COMMISSION

2.01 Compensation. From January 1, 2026 through December 31, 2026, the Commission will pay Qual Lynx in accordance with the pricing quote received from Qual Lynx attached as Exhibit "A". Qual Lynx will submit a signed completed voucher with its monthly invoices.

2.02 Change in Service Fee. If Qual Lynx's performance under this Agreement is made materially more burdensome or expensive due to a change in federal, state or local laws, rules or regulations during the term of this Agreement, the parties will negotiate an appropriate adjustment to the fee paid to Qual Lynx.

2.03 Maintenance of Account. Commission agrees to keep sufficient funds available in the Program account to pay claims, allocated loss adjustment expenses and other Program costs. Allocated loss adjustment expenses are the responsibility of the Burlington County Insurance Fund Commission, are separate from the fees paid to Qual Lynx and include, but are not limited to, costs incurred by Qual Lynx on behalf of the Program related to claims for defense costs, independent medical evaluations, photocopy and medical reports, police reports, surveillance, court reporter fees, copies of depositions, expert witness fees, rehabilitation services, outside field adjusting work and managed care. Program costs include, but are not limited to, outside audit and legal fees.

2.04 Communications with Qual Lynx. Commission agrees to give Qual Lynx prompt notices of claims, to forward all necessary and relevant information and to respond to requests for information or requests for authority in a prompt manner.

2.05 Legal Advice. Commission understands and acknowledges that Qual Lynx does not provide legal advice.

2.06 Section 111 Reporting Services. Commission (Client) understands and acknowledges that it is a Responsible Reporting Entity (RRE) as defined by the Centers for Medicare and Medicaid Services (CMS), and primarily responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

Client authorizes and Qual Lynx agrees to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's non-**Record Only** claims being administered pursuant to the Agreement. This reporting shall be limited to new **Qualified Claims** and all **Takeover Claims** which are open or opened by Qual Lynx during the Agreement. Client further agrees to fully cooperate with Qual Lynx, including the execution of any documents necessary for such authorization.

Qual Lynx shall not provide any Section 111 reporting services for Client's **Record Only** claims.

Qual Lynx shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to Qual Lynx but were never opened by Qual Lynx.

Client acknowledges and agrees to provide Qual Lynx with complete, accurate, and timely data for Section 111 reporting purposes.

Conditioned on the aforementioned, Qual Lynx shall commence reporting of Client's data as directed by CMS, and shall continue for as long as Qual Lynx is contractually obligated to administer Client's claims.

Indemnification between the parties for Section 111 reporting shall be governed by the indemnification provisions of the Agreement. Qual Lynx shall not indemnify, and specifically disclaims liability for any failure of: (1) Client and/or its members to register as a RRE; (2) Client and/or its members to execute any documents necessary to authorize Qual Lynx as its Account Manager/Reporting Agent; or (3) Client, its members, or its prior TPA to report Client's claims when they were first required to do so.

ARTICLE III. TERM AND TERMINATION

3.01 Term. This Agreement shall be effective from January 1, 2026 through December 31, 2026.

3.02 Termination. Either party may terminate this Agreement with or without cause by giving a ninety – (90) day notice of intent to terminate. Early termination is without penalty. In the event this Agreement terminates by the Commission's failure to cure any payment default, the Commission remains liable to Qual Lynx for all fees due and owing to Qual Lynx up to and including the effective date of termination.

Qual Lynx shall have the right to terminate this Agreement should the Commission not pay Qual Lynx's properly submitted invoices as required in Section 2.01 and after Qual Lynx provides the Commission with twenty (20) days notice to terminate the Agreement for the Commission's failure to pay Qual Lynx's fees which have become due.

3.03 Procedures on Termination. In the event of termination of this Agreement for any cause or no cause at all, all obligations of Qual Lynx to the Commission under Section I will cease. Qual Lynx will be paid, as provided in Section 2.01, to the last day of the month services are rendered. No further payment of fees from the Commission to Qual Lynx will be required. Qual Lynx will render a final accounting of the Commission's claims account and return all of the Commission's claims and financial or other records in the possession of Qual Lynx as soon as they can be electronically duplicated. Qual Lynx will not be financially responsible for and will not administer any claims existing at the time of termination. Qual Lynx will make all records available as they are kept in the ordinary course.

ARTICLE IV. LAWS, RULES AND REGULATIONS

4.01 Legal Compliance. Qual Lynx and Commission each represent and warrant to the other that they are and will be compliant with all applicable federal, state and local laws, rules and regulations that arise out of or concern this Agreement. Commission specifically represents and warrants to Qual Lynx that this Agreement is in compliance with all state and local laws and acknowledges that Qual Lynx may reasonably rely on this representation.

4.02 License Approvals. Qual Lynx will obtain and maintain any licenses or regulatory approvals necessary for it to perform the services under this Agreement.

4.03 Governing Law. This Agreement will be governed by the laws of the State of New Jersey.

ARTICLE V. INDEMNIFICATION

5.01 Indemnification and Hold Harmless. Qual Lynx shall indemnify and hold the COMMISSION, its Commissioners, appointed officials and member entities harmless from any and all claims or liabilities arising out of the activities of Qual Lynx, its employees and agents in connection with all activities undertaken by Qual Lynx, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the Commission, its Commissioners, appointed officials and member entities, based upon any act or omission of Qual Lynx, and Qual Lynx shall indemnify and hold the Commission harmless from same. The Commission will indemnify and hold harmless Qual Lynx as relates to litigation against Qual Lynx wherein Qual Lynx is misidentified as an insurance carrier.

ARTICLE VI. CONFIDENTIALITY

6.01 Confidential Information. Qual Lynx and Commission each have obligations to safeguard non-public, personal information under federal and state privacy laws and regulations. Each party hereto agrees to comply with these laws and represents and warrants that it will not take action that will violate these laws or cause the other party to be in violation of such Privacy Laws. It is, however, understood and agreed that the documents containing non-public personal information are part of the claims file and, as such, are the property of Commission's client. Qual Lynx will follow the instructions of Commission or its assign regarding the use or sharing of these documents. Qual Lynx owes no duty of care to Commission or its assigns in complying with any direction given to it and Commission will defend, indemnify and hold Qual Lynx harmless from any expense, claim, investigation or liability that may arise from Qual Lynx's compliance with any direction.

6.02 Prohibition Against Disclosure. Except as may be authorized by a claimant or as otherwise authorized by law, the parties will not at any time, directly or indirectly, use, copy, reveal, report, memorialize, publish, duplicate, or otherwise disclose to any third party in any way whatsoever any information designated and marked as Confidential by the other party without the prior written consent of the other party, which consent will be granted, if at all, in the sole discretion of such party. The parties will receive, maintain, and use any information designated as Confidential in the strictest of confidence and use commercially reasonable efforts keep such information strictly confidential and to prevent the unwarranted disclosure thereof.

ARTICLE VII. MISCELLANEOUS

7.01 Entire Agreement. The terms and provisions contained and referenced herein constitute the entire Agreement between the parties and supersede any previous communications, representations or Agreements, either oral or written, with respect to the subject matter hereof. This Agreement may not be amended except in writing and signed by both parties.

7.02 Independent Contractor. The relationship between the parties is one of independent contractor. Nothing in this Agreement will be construed or deemed to create any other relationship between the parties, including one of employment or joint venture.

7.03 Notice. All notices, certificates or other communications provided for, authorized or required under this Agreement will be given in writing and mailed to:

If to Qual Lynx:
Claims Administrator
Scibal Associates Inc., d/b/a Qual-Lynx
9771 Clairemont Mesa Drive, Suite A
San Diego, CA 92124

If to Commission:
Burlington County Insurance
Fund Commission
9 Campus Drive, Suite 216
Parsippany, NJ 07054

7.04 No Assignment. Qual Lynx shall not assign this Agreement without the specific written consent of the COMMISSION.

7.05 Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Commission and Qual Lynx.

7.06 Affirmative Action. During the performance of this Agreement, Qual Lynx where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

Qual Lynx will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Qual Lynx agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

Qual Lynx, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of Qual Lynx, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

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

Qual Lynx, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 126, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 126, as amended and supplemented from time to time.

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

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

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

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

7.04 **Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches.

7.05 **Arbitration.** In case of any dispute arising between the parties to this Agreement that the parties cannot resolve themselves, the parties agree to a binding arbitration to resolve any such dispute. Either party may initiate such binding arbitration by notifying the other party in writing. Such binding arbitration shall commence in accordance with the Commercial Arbitration Rules of the American Arbitration Association and be venued in New Jersey. Each party will bear the expense of its own attorney's fees. Arbitrators shall have no authority to award punitive, special, consequential, indirect, or exemplary damages. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY. This binding arbitration and jury trial waiver provision shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands as of the _____ day of _____, 2026.

BURLINGTON COUNTY INSURANCE FUND COMMISSION	SCIBAL ASSOCIATES D/B/A QUAL LYNX
By:_____	By:_____
Its:_____	Its:_____

QUAL-LYNX
LINKING YOU TO QUALITY CLAIM SERVICES

MANAGEMENT FEES

Burlington County Insurance Commission

October 22, 2025

FEE DESCRIPTION FOR THIRD PARTY CLAIMS ADMINISTRATION AND MANAGED CARE	FEE
TPA Services	
Flat Annual Fee	$267,900.00
Annual Administration Fee	No Charge
Claims Data Conversion and Takeover Claims	Incumbent; No Charge
Managed Care	
Provider Network Access	22% of Savings from Provider Charges
Medical Bill Review	Included in Provider Access Charge
Out of Network Negotiations	22% of Savings from Provider Charges
Telephonic Case Management	$85 per hour
Field Case Management	$95 per hour plus expenses

CHARGES FOR OTHER SERVICES:	
Account Management	Included
Ad Hoc Reporting	Included
On-Line Claim Reporting	Included
Medicare/CMS Reporting	Included
Internet Access to Claims and RMIS Systems	Included
Month End Loss Run Reports (Claim Experience Summary, Claims Activity Analysis, Payment Registers)	Included
Excess and Reinsurance Full Captioned Reporting as Required, With Monthly Loss Runs and Other Data Reports	Included
Litigation Management (Including Attendance at Court, Conferences and Depositions)	Included
Participation in and Attendance at Quarterly Claims Reviews, if Required	Included
Ad Hoc Client Meeting Attendance, as Needed	Included
Participation in Client Educational and Risk Management/Safety Forums/Seminars	Included
Full Financial and Loss Fund Bank Management and Reporting, Check Issuance, Treasurer Support and Reporting, Payment Register	Included
OFAC Compliance	Included
1099 Reporting	Included
Subrogation and Third Party Recovery Services	15% of recovery to be paid on the claims file
Catastrophic Claims Handling, Ten (10) or More Claimants	$85.00 per hour

The ANNUAL FEE QUOTE does not include Allocated Loss Expenses which include but are not limited to the following:

Central Index Bureau Fees	Legal Fees	Copy Fees
Surveillance and Activity Checks	Professional Fees	State and Federal Reporting Fees
NJ EDI Portal Fees	Official Reports	Managed Care Fees
Bank Fees	Carrier Fees, if charged	IME Fees

Exhibit "A"

STANDARD PROVISIONS
Adopted by the COMMISSION

Unless otherwise provided, the following provisions shall apply to the SERVICE CONTRACT between the SERVICE PROVIDER and the COMMISSION:

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

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the COMMISSION:

Workers' Compensation: Statutory plus $100,000/$500,000/$100,000 for employers' liability:

General Liability: $1,000,000/$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: $1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: $1,000,000/$2,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., the SERVICE PROVIDER shall be bonded in a form and amount acceptable to the COMMISSION

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the COMMISSION be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the COMMISSION. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without COMMISSION approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

TERMINATION: Both parties retain their right to cancel this Contract, at any time, "without cause," by providing thirty (30) days written notice of their intention to do so. The COMMISSION shall be permitted to terminate the SERVICE PROVIDER immediately, "for cause." If the termination of the SERVICE PROVIDER is "for cause," then in that event, the SERVICE PROVIDER must provide written notification to the COMMISSION within seven (7) days of their notice of termination of their request for a hearing before the COMMISSION. If the SERVICE PROVIDER fails to provide written notice within seven (7) days of their notice of termination, then their right to a hearing shall be deemed to be waived. At a hearing, the COMMISSION, in their sole determination, shall decide whether the termination, "for cause," was appropriate and whether this Contract should be cancelled.

OWNERSHIP OF RECORDS: All records and data of any kind relating to the COMMISSION shall belong to the COMMISSION, and shall be surrendered to the COMMISSION upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of two (2) years following any termination or expiration, the COMMISSION, its appointed officials and other designated representatives, as authorized by the COMMISSION, shall have access to records and files maintained by the SERVICE PROVIDER for the COMMISSION during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the COMMISSION are the property of the COMMISSION, regardless of site stored. Information released to the SERVICE PROVIDER by the COMMISSION for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

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

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

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

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

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the COMMISSION.

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

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

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

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

CONFLICT OF INTEREST: This contract may be voided by the COMMISSION if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the COMMISSION's Bylaws, or in N.J.S.A. 40A:9-22.1, et seq. (the "Local Government Ethics Law").

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the COMMISSION has defined as proprietary without the express written consent of the COMMISSION. Failure to comply with this requirement shall represent cause for termination of this Agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the COMMISSION and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the COMMISSION Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this Contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

AFFIRMATIVE ACTION: During the performance of this Agreement, the SERVICE PROVIDER where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited

to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

SERVICE AGREEMENT

Between

The Burlington County Insurance Commission hereinafter the **COMMISSION and The Actuarial Advantage, Inc.** hereinafter the **SERVICE PROVIDER**

NOW, THEREFORE, IT IS AGREED by and between the **COMMISSION** and the **SERVICE PROVIDER** as follows:

APPOINTMENT: The SERVICE PROVIDER is hereby appointed and retained as **Actuary** for the COMMISSION to provide the services detailed in the COMMISSION's By-Laws, Plan of Risk Management, and N.J.A.C. 11:15-2 et. seq. The term of this appointment shall commence on January 1, 2026 and continue until December 31, 2026. This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq.

STANDARD PROVISIONS: Unless otherwise modified in writing, the contract standard provisions adopted by the COMMISSION and included in Exhibit A attached hereto shall apply to this agreement.

SERVICE PROVIDER REPRESENTATIVES: The SERVICE PROVIDER's designated representative(s) Kyle Mrotek.

NOTICE: Notices under this Agreement shall be sent to:

Name: **The Actuarial Advantage, Inc.**
Address: 227 Market Street
Suite B
Camden, NJ 08102

Burlington County Insurance Commission
c/o PERMA Risk Management Services
9 Campus Drive, Suite 216
Parsippany, NJ 07054
Attn: Executive Director/Administrator

SPECIAL PROVISIONS – SERVICES: In addition to services detailed in the COMMISSION's By-laws, Plan of Risk management, and N.J.A.C. 11:15-2 et. seq. the SERVICE PROVIDER will:

Calculate the Incurred But Not Reported (IBNR) claims for the purpose of establishing loss reserves in conjunction with the case reserves established by the COMMISSION's Claim Service Company- on a quarterly basis. All calculations must be submitted to the

COMMISSION's Executive Director/Administrator and Auditor within forty-five (45) days of the close of each quarter.

Certify the actuarial soundness of the COMMISSION and report to the COMMISSION in a manner prescribed by them, no later than five (5) working days after receipt of the finalized December 31 Auditors Statement.

COMPENSATION: During the term of this Agreement the COMMISSION shall pay the SERVICE PROVIDER for services rendered in an amount not to exceed Twelve Thousand Two Hundred Forty Dollars ($12,240) plus an amount not-to exceed $600 for each public entity above the current public entity members.

Also, any unanticipated work assignments outside the services described in Section XVIII must be authorized by the COMMISSION.

SPECIAL PROVISIONS RELATING TO COMPENSATION: The compensation or service fee set forth in this Agreement includes:

All administrative staff, necessary to perform work required of the SERVICE PROVIDER.

Use of all physical equipment, and there shall be no further charges for rent, light, heat, office equipment or similar items.

In-house computer services including software and hardware provided by the SERVICE PROVIDER for the COMMISSION's use, it being understood that the software and hardware is and shall remain the property of the SERVICE PROVIDER. All data and records which pertain to the business and activities of the COMMISSION shall be the property of the COMMISSION and upon the request of the COMMISSION or Executive Director/Administrator the SERVICE PROVIDER shall provide a complete and current copy of all such data and records to the COMMISSION or Executive Director/ Administrator in either hard copy or on computer tape or disk or both as the COMMISSION or Executive Director/Administrator may specify providing the SERVICE PROVIDER is able to comply with the type of copy request.

Furthermore, the SERVICE PROVIDER shall take all reasonable steps necessary to safeguard data files, reports or other information from loss, destruction or erasure. Liability for cost or expense of replacing for damages resulting from the loss of such data shall be borne by the SERVICE PROVIDER unless at the time of loss, said data was in the exclusive custody of the COMMISSION.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, for the purposes and the term specified herein.

The Burlington County Insurance Commission

_____

Ashley Buono, Esq., Chair

Attest:

_____

The Actuarial Advantage, Inc.

_____

Exhibit "A"

STANDARD PROVISIONS
Adopted by the COMMISSION

Unless otherwise provided, the following provisions shall apply to the SERVICE CONTRACT between the SERVICE PROVIDER and the COMMISSION:

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

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the COMMISSION:

Workers' Compensation: Statutory plus $100,000/$500,000/$100,000 for employers' liability:

General Liability: $1,000,000/$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: $1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: $1,000,000/$2,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., the SERVICE PROVIDER shall be bonded in a form and amount acceptable to the COMMISSION

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the COMMISSION be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the COMMISSION. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without COMMISSION approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

TERMINATION: Both parties retain their right to cancel this Contract, at any time, "without cause," by providing thirty (30) days written notice of their intention to do so. The COMMISSION shall be permitted to terminate the SERVICE PROVIDER immediately, "for cause." If the termination of the SERVICE PROVIDER is "for cause," then in that event, the SERVICE PROVIDER must provide written notification to the COMMISSION within seven (7) days of their notice of termination of their request for a hearing before the COMMISSION. If the SERVICE PROVIDER fails to provide written notice within seven (7) days of their notice of termination, then their right to a hearing shall be deemed to be waived. At a hearing, the COMMISSION, in their sole determination, shall decide whether the termination, "for cause," was appropriate and whether this Contract should be cancelled.

OWNERSHIP OF RECORDS: All records and data of any kind relating to the COMMISSION shall belong to the COMMISSION, and shall be surrendered to the COMMISSION upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of two (2) years following any termination or expiration, the COMMISSION, its appointed officials and other designated representatives, as authorized by the COMMISSION, shall have access to records and files maintained by the SERVICE PROVIDER for the COMMISSION during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the COMMISSION are the property of the COMMISSION, regardless of site stored. Information released to the SERVICE PROVIDER by the COMMISSION for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

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

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

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

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

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the COMMISSION.

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

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

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

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

CONFLICT OF INTEREST: This contract may be voided by the COMMISSION if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the COMMISSION's Bylaws, or in N.J.S.A. 40A:9-22.1, et seq. (the "Local Government Ethics Law").

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the COMMISSION has defined as proprietary without the express written consent of the COMMISSION. Failure to comply with this requirement shall represent cause for termination of this Agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the COMMISSION and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the COMMISSION Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this Contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

AFFIRMATIVE ACTION: During the performance of this Agreement, the SERVICE PROVIDER where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited

to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

SERVICE AGREEMENT

Between

The Burlington County Insurance Commission hereinafter the **COMMISSION and Bowman & Company, LLP** hereinafter the **SERVICE PROVIDER**

NOW, THEREFORE, IT IS AGREED by and between the **COMMISSION** and the **SERVICE PROVIDER** as follows:

APPOINTMENT: The SERVICE PROVIDER is hereby appointed as **Auditor** for the COMMISSION to provide the services detailed in the COMMISSION's Rules and Regulations, Plan of Risk Management, and N.J.A.C. 11:15-2 et. seq. and all applicable laws of the State of New Jersey. The term of this appointment shall commence on January 1, 2026 and continue until the completion of the 2026 audit. This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq.

STANDARD PROVISIONS: Unless otherwise modified in writing, the contract standard provisions adopted by the COMMISSION and included in Exhibit A attached hereto shall apply to this agreement.

SERVICE PROVIDER REPRESENTATIVES: The SERVICE PROVIDER's designated representative(s) Dennis Skalkowski, CPA.

NOTICE: Notices under this Agreement shall be sent to:

Name: Bowman & Company, LLP
Address: 601 White Horse Road
Voorhees, NJ 08043

Burlington County Insurance Commission
c/o PERMA Risk Management Services
9 Campus Drive, Suite 216
Parsippany, NJ 07054
Attn: Executive Director/Administrator

SPECIAL PROVISIONS – SERVICES: In addition to services detailed in the COMMISSION's Rules and Regulations, plan of risk management, and N.J.A.C. 11:15-2 et. seq. the SERVICE PROVIDER shall provide the services of:

Perform all of the duties of Auditor for the COMMISSION as the same set forth in the Rules and Regulations, Risk Management Plan, applicable statutes, regulations and policies adopted by the Executive Committee.

Provide an annual audit and prepare a Comprehensive Annual Financial Report for the COMMISSION. The examination shall be made in accordance with auditing standards generally accepted in the United States of America auditing requirements as prescribed by the Division of Local Government Services, New Jersey Department of Community Affairs, and the Commissioner of Insurance of the State of New Jersey and, accordingly, will include such tests of accounting records and other such auditing procedures as will be considered necessary in the circumstances.

The audit covering the examination will be certified by the SERVICE PROVIDER in a form acceptable to the Division of Local Government Services and the Commissioner or Insurance.

The audit, as of December 31, 2026 shall be completed and presented no later than September 2027.

The SERVICE PROVIDER will submit to the Executive Committee a Management Letter containing recommendations, comments, and suggestions concerning internal control and accounting procedures deemed necessary. The SERVICE PROVIDER will meet with the Executive Committee to review the Audit Report and the Management Letter as requested.

The examination specified herein shall comply with all applicable provisions of the New Jersey Statutes. As a part of the examination, the SERVICE PROVIDER will consider the internal control structure of the COMMISSION; the objective of which is to determine the auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control structure. However, the SERVICE PROVIDER will report to the COMMISSION any reportable conditions in the internal control structure that come on the SERVICE PROVIDER's attention during the course of examination.

During the course of the examination, should any situation develop which would cause the SERVICE PROVIDER to believe that defalcation exists, or that the records are not sufficient to allow the auditor to render an opinion, the SERVICE PROVIDER will promptly notify the Executive Committee of the situation and outline the specific corrective action to be taken, including any audit scope changes that will be required and the approximate costs to be incurred.

To perform such other services as are necessary and customarily incidental to the office of FUND AUDITOR.

Attend, through its designated representatives, such meetings of the Executive Committee as may be requested by the Executive Committee and Executive Director/Administrator.

To professionally perform such other duties as may be determined by the Executive Committee.

The designated representatives shall be Registered Municipal Accountants in the State of New Jersey.

To make no change in the designated representatives without the consent of the Executive Committee.

Eliminate the auditors' qualification in connection with IBNR reserves on the COMMISSION's financial statements by performing the following additional procedures:

i. Evaluate the professional qualifications of the Actuary by determining that the Actuary possesses the necessary skill or knowledge in the particular field. The SERVICE PROVIDER will take the following into consideration:

   a.) The professional certification, license, or other recognition of the competence of the Actuary in his or her field.

   b.) The reputation and standing of the Actuary in the views of peers and others familiar with the Actuary's capability or performance.

   c.) The Actuary's experience in the type of work under consideration.

ii. Obtain an understanding of the nature of the work performed or to be performed by the Actuary. This understanding would include the following:

   a.) The objectives and scope of the Actuary's work.

   b.) The Actuary's relationship to the Commission.

   c.) The methods and assumptions used.

   d.) A comparison of the methods or assumptions used with those used in the preceding period.

   e.) The appropriateness of using the Actuary's work for the intended purpose.

   f.) The form and content of the Actuary's findings that will enable the SERVICE PROVIDER to make an evaluation of the Actuary's work. This will be accomplished by making appropriate tests of the data provided to the Actuary, taking the SERVICE PROVIDER's assessment of control risk into consideration. The SERVICE PROVIDER will then evaluate the Actuary's findings to determine whether they support the related assertions in the financial statements.

iii. Additional procedures as required if the SERVICE PROVIDER determines that the findings of the Actuary are not reasonable.

COMPENSATION: The COMMISSION shall pay the SERVICE PROVIDER services rendered in an amount not to exceed Seven Thousand Nine Hundred Eighty Six Dollars ($7,986) for the property and casualty audit and Seventeen Thousand Six Hundred Fifty Two Dollars ($17,652) for the health insurance program audit.

Payment shall be made in monthly installment, provided the SERVICE PROVIDER submits a duly authorized voucher to the COMMISSION's Executive Director/Administrator at least 10 days prior to the next regularly scheduled meeting of the COMMISSION.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, for the purposes and the term specified herein.

The Burlington County Insurance Commission	**Bowman & Company, LLP**
_____	_____
Ashley Buono, Esq., Chair	
Attest:	
_____	

Exhibit "A"

STANDARD PROVISIONS
Adopted by the COMMISSION

Unless otherwise provided, the following provisions shall apply to the SERVICE CONTRACT between the SERVICE PROVIDER and the COMMISSION:

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

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the COMMISSION:

Workers' Compensation: Statutory plus $100,000/$500,000/$100,000 for employers' liability:

General Liability: $1,000,000/$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: $1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: $1,000,000/$2,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., the SERVICE PROVIDER shall be bonded in a form and amount acceptable to the COMMISSION

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the COMMISSION be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the COMMISSION. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without COMMISSION approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

TERMINATION: Both parties retain their right to cancel this Contract, at any time, "without cause," by providing thirty (30) days written notice of their intention to do so. The COMMISSION shall be permitted to terminate the SERVICE PROVIDER immediately, "for cause." If the termination of the SERVICE PROVIDER is "for cause," then in that event, the SERVICE PROVIDER must provide written notification to the COMMISSION within seven (7) days of their notice of termination of their request for a hearing before the COMMISSION. If the SERVICE PROVIDER fails to provide written notice within seven (7) days of their notice of termination, then their right to a hearing shall be deemed to be waived. At a hearing, the COMMISSION, in their sole determination, shall decide whether the termination, "for cause," was appropriate and whether this Contract should be cancelled.

OWNERSHIP OF RECORDS: All records and data of any kind relating to the COMMISSION shall belong to the COMMISSION, and shall be surrendered to the COMMISSION upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of two (2) years following any termination or expiration, the COMMISSION, its appointed officials and other designated representatives, as authorized by the COMMISSION, shall have access to records and files maintained by the SERVICE PROVIDER for the COMMISSION during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the COMMISSION are the property of the COMMISSION, regardless of site stored. Information released to the SERVICE PROVIDER by the COMMISSION for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

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

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

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

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

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the COMMISSION.

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

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

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

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

CONFLICT OF INTEREST: This contract may be voided by the COMMISSION if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the COMMISSION's Bylaws, or in N.J.S.A. 40A:9-22.1, et seq. (the "Local Government Ethics Law").

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the COMMISSION has defined as proprietary without the express written consent of the COMMISSION. Failure to comply with this requirement shall represent cause for termination of this Agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the COMMISSION and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the COMMISSION Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this Contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

AFFIRMATIVE ACTION: During the performance of this Agreement, the SERVICE PROVIDER where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited

to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

AGREEMENT

The Burlington County Insurance Commission hereinafter the **COMMISSION** and **Lenox Law Firm** hereinafter the ATTORNEY

NOW, THEREFORE, IT IS AGREED by and between the **COMMISSION** and the **ATTORNEY** as follows:

APPOINTMENT: The ATTORNEY is hereby appointed and retained by the COMMISSION to provide legal services as detailed in the COMMISSION's rules and regulations. The term of this appointment shall commence on January 1, 2026 and continue until December 31, 2026. The appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4, et. seq.

In addition to the services detailed in the COMMISSION's rules and regulations, the ATTORNEY shall provide the following services:

a) Attend meetings of the COMMISSION and other committees created by the COMMISSION as requested.

b) Advise commissioners on legal issues and respond to questions from the commissioners and other representatives whenever possible.

c) Professionally perform such other duties as may be determined by the COMMISSION, according to its rules and regulations and the applicable statutes and regulations of the State of New Jersey.

COMPENSATION: The COMMISSION shall pay the ATTORNEY for services rendered at a rate of $200 per hour and not to exceed $17,000 per year without prior consent of commission.

Payment shall be made in monthly installments, provided the ATTORNEY submits a duly authorized voucher to the COMMISSION's Executive Director/Administrator at least 10 days prior to the next regularly scheduled meeting of the COMMISSION.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, for the purposes and the term specified herein.

The Burlington County Insurance Commission

_____
Ashley Buono, Esq., Chair

_____

Lenox Law Firm

Attest:

_____

Exhibit "A"

STANDARD PROVISIONS
Adopted by the COMMISSION

Unless otherwise provided, the following provisions shall apply to the SERVICE CONTRACT between the SERVICE PROVIDER and the COMMISSION:

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

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the COMMISSION:

Workers' Compensation: Statutory plus $100,000/$500,000/$100,000 for employers' liability:

General Liability: $1,000,000/$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: $1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: $1,000,000/$2,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., the SERVICE PROVIDER shall be bonded in a form and amount acceptable to the COMMISSION

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the COMMISSION be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the COMMISSION. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without COMMISSION approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

TERMINATION: Both parties retain their right to cancel this Contract, at any time, "without cause," by providing thirty (30) days written notice of their intention to do so. The COMMISSION shall be permitted to terminate the SERVICE PROVIDER immediately, "for cause." If the termination of the SERVICE PROVIDER is "for cause," then in that event, the SERVICE PROVIDER must provide written notification to the COMMISSION within seven (7) days of their notice of termination of their request for a hearing before the COMMISSION. If the SERVICE PROVIDER fails to provide written notice within seven (7) days of their notice of termination, then their right to a hearing shall be deemed to be waived. At a hearing, the COMMISSION, in their sole determination, shall decide whether the termination, "for cause," was appropriate and whether this Contract should be cancelled.

OWNERSHIP OF RECORDS: All records and data of any kind relating to the COMMISSION shall belong to the COMMISSION, and shall be surrendered to the COMMISSION upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of two (2) years following any termination or expiration, the COMMISSION, its appointed officials and other designated representatives, as authorized by the COMMISSION, shall have access to records and files maintained by the SERVICE PROVIDER for the COMMISSION during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the COMMISSION are the property of the COMMISSION, regardless of site stored. Information released to the SERVICE PROVIDER by the COMMISSION for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

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

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

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

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

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the COMMISSION.

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

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

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

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

CONFLICT OF INTEREST: This contract may be voided by the COMMISSION if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the COMMISSION's Bylaws, or in N.J.S.A. 40A:9-22.1, et seq. (the "Local Government Ethics Law").

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the COMMISSION has defined as proprietary without the express written consent of the COMMISSION. Failure to comply with this requirement shall represent cause for termination of this Agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the COMMISSION and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the COMMISSION Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this Contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

AFFIRMATIVE ACTION: During the performance of this Agreement, the SERVICE PROVIDER where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited

to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

SERVICE AGREEMENT

Between

The Burlington County Insurance Commission hereinafter the **COMMISSION and PERMA Risk Management Services** hereinafter the **SERVICE PROVIDER**

NOW, THEREFORE, IT IS AGREED by and between the **COMMISSION** and the **SERVICE PROVIDER** as follows:

APPOINTMENT: The SERVICE PROVIDER is hereby appointed and retained as **Executive Director/Administrator** for the COMMISSION to provide the services detailed in the COMMISSION's rules and regulations, plan of risk management, and N.J.A.C. 11:15-2 et. seq. and all applicable laws of the State of New Jersey. The term of this appointment shall commence on January 1, 2026 and continue until December 31, 2026. This appointment was made in accordance with a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq.

STANDARD PROVISIONS: Unless otherwise modified in writing, the contract standard provisions adopted by the COMMISSION and included in Exhibits A and B attached hereto shall apply to this agreement.

SERVICE PROVIDER REPRESENTATIVES: The SERVICE PROVIDER's designated representative(s) **Joseph P. Hrubash** for (Property & Casualty) & **Brandon Lodics and or James Rhodes** for Health Benefits.

NOTICE: Notices under this Agreement shall be sent to:

Name: PERMA Risk Management Services
Address: 9 Campus Drive, Suite 216
Parsippany, NJ 07054

Burlington County Insurance Commission
c/o PERMA
9 Campus Drive, Suite 216
Attn: Executive Director/Administrator

SPECIAL PROVISIONS–SERVICES: In addition to services detailed in the COMMISSION's Rules and Regulations, Plan of Risk management, and N.J.A.C. 11:15-2 et. seq. the SERVICE PROVIDER shall provide the services of:

Property & Casualty

a) Acting as the Executive Director/Administrator to carry out the policies established by the COMMISSION, and to otherwise administer and provide for the day-to-day management of the COMMISSION. Executive Director/Administrator will be accessible during normal business hours and otherwise to Commissioners, will

report on actions and recommendations at each meeting, and will coordinate with other fund professionals on a daily basis in reference to these duties.

b) Annually prepare, monitor, maintain and distribute County Insurance Commission operational documents including but not limited to the Plan of Risk Management Rules & Regulations (By Laws, etc.

c) Annually prepare budgets, and compile and bill assessments.

d) Maintain the underwriting files secure insurance and excess insurance as authorized by the COMMISSION, and compile and bill assessments; prepare new member submissions for review by the Commissioners. The data bases, algorithms, and spreadsheets supporting JIF operations will be customized to the needs of the COMMISSION.

e) Maintain the general ledgers and accounts payable records.

f) Coordinate the COMMISSION's meetings, agendas, minutes, elections, and contracts, as well as maintain the official records and offices.

g) Prepare request for proposals for services such as claims administration, safety engineering, actuarial, and other areas as needed.

h) Prepare all filings required by state regulators.

i) Attend all meetings of the COMMISSION.

j) Assume overall executive responsibility for the operation of the COMMISSION, except that the Executive Director/Administrator shall not be responsible for the errors and omissions of any other servicing organization with the directions of the Commissioners, or performance in accordance with their professional services agreement with the COMMISSION, or the applicable statutes and regulations as to the form and timeliness of said undertakings by the contracted professional.

k) To professionally perform such other duties as may be determined by the COMMISSION, its Rules & Regulations, and applicable statutes and regulations.

<u>Health Benefits</u>

1. Appoint an individual to serve as "Administrator" whom shall act as the Executive Director/Administrator and carry out the policies established by the Commissioners or Executive Committee, and to otherwise administer and provide for the day-to-day management of the Commission.
2. Prepare, for approval of the Executive Committee, and implement the FUND's operations manual and the policy and procedures manual.
3. Prepare the Commission's budget, compile and bill the monthly assessments.

4. Maintain the Commission's underwriting files, including census data, prepare new member submissions for review by the Executive Committee, and supply underwriting data to other FUND professionals as needed.
5. Maintain the FUND's general ledger, accounts payable, and accounts receivable functions.
6. Coordinate the Commission's meeting agendas, minutes, elections, contracts, as well as maintain the Commission's official records and office.
7. Prepare all filings required by state regulators.
8. Attend all meetings of the Executive Committee.
9. Perform such other duties specified by the Executive Committee in its manual of operations pertaining to the Executive Director/Administrator.
10. Assume overall executive responsibility for the operations of the Commission except that the Administrator shall not be responsible for the errors and omissions of any other Servicing Organization except as to generally monitor the compliance of said organization with the directives of the Executive Committee, their Service Provider Contract, or the applicable statutes and regulations as to the form and timeliness of said undertakings. For example, the Administrator shall be responsible to verify the issuance of excess or reinsurance policies, and the timely receipt of said policies by the Commission, however, the Administrator shall not be responsible for the content of the policies or the adequacy of the coverage.
11. Unless the Commissioner of Insurance otherwise permits, the SERVICE PROVIDER shall handle to conclusion, all claims and other obligations incurred during the contract period.
12. The SERVICE PROVIDER shall comply with the applicable data transmission, security, and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, including but not limited to, the requirements set forth (and as outlined) in Attachment 1, Business Associate Contract Provisions, which is attached hereto and made a part hereof.
13. Administer and maintain Commission website to follow State regulations.

PROPERTY & CASUALTY COMPENSATION: *The Commission shall pay The SERVICE PROVIDER a fee for the property & casualty engagement for an annual fee amount of $245,850 for fund year 2026. It is agreed that new members shall be charged a fee in proportion to the fee charged to current members of the Insurance Commission based on the net annual property & casualty budget of the Insurance Commission. The net annual property & casualty budget is the total billed budget less amounts for insurance policies listed in the budget as XS JIF Ancillary Coverage.*

HEALTH BENEFITS COMPENSATION: *The COMMISSION shall pay the SERVICE PROVIDER the following fees for administrative health insurance services provided for Burlington County and Burlington County Bridge Commission and any members that join the commissioner hereafter.*

2026 $7.88 per employee, per month for administration
$4 per employee, per month for enrollment system

Payment shall be made in monthly installment, provided the SERVICE PROVIDER submits a duly authorized voucher to the COMMISSION's Executive Director/Administrator at least 10 days prior to the next regularly scheduled meeting of the COMMISSION.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, for the purposes and the term specified herein.

The Burlington County Insurance Commission

_____

PERMA Risk Management Services

_____
Joseph P. Hrubash

_____
Brandon Lodics

Attest:

_____

Exhibit "A"

STANDARD PROVISIONS
Adopted by the COMMISSION

Unless otherwise provided, the following provisions shall apply to the SERVICE CONTRACT between the SERVICE PROVIDER and the COMMISSION:

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

INSURANCE: SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following minimum insurance to the COMMISSION:

Workers' Compensation: Statutory plus $100,000/$500,000/$100,000 for employers' liability:

General Liability: $1,000,000/$2,000,000 CSL for bodily injury, property damage, and personal injury:

Automobile Liability: $1,000,000 CSL covering all owned/non-owned, and hired automobiles:

Professional Liability Insurance: $1,000,000/$2,000,000 aggregate:

Bond: If required by the by-laws or pursuant to NJAC 11:15-2 et seq., the SERVICE PROVIDER shall be bonded in a form and amount acceptable to the COMMISSION

Failure by the SERVICE PROVIDER to supply written evidence of these coverages shall result in default. It is required that, wherever possible, the COMMISSION be named as an "additional named insured" on any certificate of insurance. The insurance companies for the above coverages must be licensed, solvent and acceptable to the COMMISSION. SERVICE PROVIDER shall not take any action to cancel or materially change any of the above insurance required under this Agreement without COMMISSION approval. Maintenance of insurance under this section shall not relieve SERVICE PROVIDER of any liability greater than the insurance coverage.

TERMINATION: Both parties retain their right to cancel this Contract, at any time, "without cause," by providing thirty (30) days written notice of their intention to do so. The COMMISSION shall be permitted to terminate the SERVICE PROVIDER immediately, "for cause." If the termination of the SERVICE PROVIDER is "for cause," then in that event, the SERVICE PROVIDER must provide written notification to the COMMISSION within seven (7) days of their notice of termination of their request for a hearing before the COMMISSION. If the SERVICE PROVIDER fails to provide written notice within seven (7) days of their notice of termination, then their right to a hearing shall be deemed to be waived. At a hearing, the COMMISSION, in their sole determination, shall decide whether the termination, "for cause," was appropriate and whether this Contract should be cancelled.

OWNERSHIP OF RECORDS: All records and data of any kind relating to the COMMISSION shall belong to the COMMISSION, and shall be surrendered to the COMMISSION upon expiration or termination of this Agreement. At all times during the term of this Agreement and for a period of two (2) years following any termination or expiration, the COMMISSION, its appointed officials and other designated representatives, as authorized by the COMMISSION, shall have access to records and files maintained by the SERVICE PROVIDER for the COMMISSION during normal business hours. Furthermore, such records, books, and files relating to the operation and business of the COMMISSION are the property of the COMMISSION, regardless of site stored. Information released to the SERVICE PROVIDER by the COMMISSION for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

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

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

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

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

NO ASSIGNMENT: The SERVICE PROVIDER shall not assign this Agreement without the specific written consent of the COMMISSION.

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

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

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

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

CONFLICT OF INTEREST: This contract may be voided by the COMMISSION if the SERVICE PROVIDER fails to disclose an actual or potential conflict of interest as defined in the COMMISSION's Bylaws, or in N.J.S.A. 40A:9-22.1, et seq. (the "Local Government Ethics Law").

PROPRIETARY INFORMATION: The SERVICE PROVIDER shall not reveal to any third party any information that the COMMISSION has defined as proprietary without the express written consent of the COMMISSION. Failure to comply with this requirement shall represent cause for termination of this Agreement.

ELECTRONIC MAIL: The SERVICE PROVIDER agrees that it shall maintain and utilize the electronic mail systems in order to communicate with other service providers of the COMMISSION and to meet reporting requirements of the Executive Director. The SERVICE PROVIDER agrees that all financial and agenda reports shall be submitted in electronic formats established by the COMMISSION Commissioners via electronic mail. The SERVICE PROVIDER further agrees that all personnel working under this Contract shall direct access to the SERVICE PROVIDER's electronic mail system and shall have individual electronic mail addresses.

AFFIRMATIVE ACTION: During the performance of this Agreement, the SERVICE PROVIDER where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The SERVICE PROVIDER will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited

to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

SERVICE PROVIDER Agreement

WHEREAS, Burlington County Insurance Commission ("the COMMISSION") and "SERVICE PROVIDERS" intend to protect the privacy and security of certain Protected Health Information (PHI) to which SERVICE PROVIDER may have access in order to provide goods or services to or on behalf of the COMMISSION, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164,), as amended, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, 42 C.F.R. §§ 431.301-431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

WHEREAS, SERVICE PROVIDER may receive PHI from the COMMISSION, or may create or obtain PHI from other parties for use on behalf of the COMMISSION, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, the COMMISSION and SERVICE PROVIDER agree as follows:

1. Definitions.

A. "SERVICE PROVIDER" shall have the meaning given to such term at 45 CFR 160.13.
B. "The COMMISSION" shall have the meaning given to such term at 45 CFR 160.103, and in reference to the party to this Agreement shall mean the Burlington County Insurance Commission, named above.
C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
D. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164. The terms "Breach", "Data Aggregation", "Designated Record Set", "Disclosure", "Health Care Operations", Individual", "Minimum Necessary", "Notice of Privacy Practices", "Required By Law", "Secretary", "Security Incident", "Subcontractor" and "Use".
E. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
F. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
G. "Protected Health Information" or "PHI" means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules.
H. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
I. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology as specified in the HIPAA Rules..

2. **Stated Purposes For Which SERVICE PROVIDER May Use Or Disclose PHI.** The Parties hereby agree that SERVICE PROVIDER shall be permitted to use and/or disclose PHI provided by or obtained on behalf of the COMMISSION for the following stated purposes, except as otherwise stated in this Agreement: to provide services with respect to (i) member claims; (ii) appeals; (iii) benefit plan changes; and (iv) open enrollment meetings.

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

3. **SERVICE PROVIDER OBLIGATIONS:**

A. **Limits On Use And Further Disclosure Established By Agreement And Law.** SERVICE PROVIDER hereby agrees that the PHI provided by, or created or obtained on behalf of the COMMISSION shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law and agency guidance. The COMMISSION shall not request SERVICE PROVIDER to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by the COMMISSION.

B. **Appropriate Safeguards.** SERVICE PROVIDER shall establish and maintain appropriate safeguards in accordance with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent any use or disclosure of the PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the COMMISSION and limiting use and disclosure to applicable minimum necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.

C. **Reports of Breach or Improper Use or Disclosure.** In addition to the notifications under applicable law, SERVICE PROVIDER hereby agrees that it shall report to BCIC at c/o PERMA 9 Campus Drive, Suite 216, Parsippany, NJ 07054 [with email copy to: blodics@permainc.com] and with a copy to Commission Attorney at Cockerill, Craig & Moore, LLC 58 Euclid Street,Woodbury, New Jersey 08096 within 10 days of a Breach of Unsecured PHI and/or any use or disclosure of PHI not provided for or allowed by this Addendum. Commission Attorney shall coordinate with the SERVICE PROVIDER on an agreed action plan. At the sole expense of SERVICE PROVIDER , SERVICE PROVIDER shall comply with all applicable federal and state Breach Notification requirements. SERVICE PROVIDER shall indemnify and hold harmless the Commission for any and all costs associated with any Breach of Unsecured PHI arising out of or related to SERVICE PROVIDER 's acts or failure to act in accordance with federal or state law and agency guidance under HIPAA and HITECH.

D. **Reports of Security Incidents.** In addition to the notifications under the applicable law, SERVICE PROVIDER shall report to the Commission at c/o PERMA 9 Campus Drive, Suite 216, Parsippany, NJ 07054 [with email copy to: blodics@permainc.com] and with a copy to Commission Attorney at Cockerill, Craig & Moore, LLC 58 Euclid Street,Woodbury, New Jersey 08096 20 days of discovery of a "security incident" as defined herein. A security incident shall be defined as an actual unauthorized access or use of the part of the organization's information system that contains Fund related information. A Security Incident shall not include trivial incidents that occur such as scans, pings or unsuccessful attempts to penetrate computer networks or servers. Commission Attorney shall coordinate with SERVICE PROVIDER if any additional action is required by SERVICE PROVIDER .

E. **Subcontractors And Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), SERVICE PROVIDER hereby agrees that any time PHI is provided or made available to any subcontractors or agents, SERVICE PROVIDER shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement and shall ensure that such parties that create, receive, maintain, or

transmit PHI on behalf of SERVICE PROVIDER agree to the same restrictions, conditions and requirements that apply to SERVICE PROVIDER with respect to such information.

F. **Right Of Access To PHI.** SERVICE PROVIDER hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five (5) business days of receiving a written request from the COMMISSION. SERVICE PROVIDER shall provide PHI to the extent and in the manner required by 45 C.F.R. § 164.524 and other applicable federal and state law and agency guidance. If SERVICE PROVIDER maintains an electronic health record, SERVICE PROVIDER must provide the PHI in electronic format if requested. If any individual requests from SERVICE PROVIDER or its agents or subcontractors access to PHI, SERVICE PROVIDER shall notify the COMMISSION of same within five (5) business days. SERVICE PROVIDER shall further conform with and meet all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related regulations, and agency guidance.

G. **Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from The COMMISSION for an amendment of PHI maintained in a designated record set, SERVICE PROVIDER shall make the PHI available and incorporate the amendment to enable the COMMISSION to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If any individual requests an amendment from SERVICE PROVIDER or its agents or subcontractors, SERVICE PROVIDER shall notify the COMMISSION within five (5) business days.

H. **Provide Accounting Of Disclosures.** SERVICE PROVIDER agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. SERVICE PROVIDER shall make such record available to the individual or the COMMISSION within five (5) business days of a request for an accounting of disclosures.

I. **Requests for Restriction.** SERVICE PROVIDER shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, SERVICE PROVIDER shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.

J. **Access To Books And Records.** SERVICE PROVIDER hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by SERVICE PROVIDER on behalf of the COMMISSION, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.

K. **Return Or Destruction Of PHI.** At termination of this Agreement, SERVICE PROVIDER hereby agrees to return or destroy all PHI provided by or obtained on behalf of The COMMISSION. SERVICE PROVIDER agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, SERVICE PROVIDER agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If SERVICE PROVIDER elects to destroy the PHI, it shall certify to The COMMISSION that the PHI has been destroyed.

L. **Maintenance of PHI.** Notwithstanding Section 3(k) of this Agreement, SERVICE PROVIDER and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under the various documentation requirements of this Agreement (such as those in §3(h)) for a period of six (6) years after termination of the Agreement, unless the COMMISSION and SERVICE PROVIDER agree otherwise.

M. **Mitigation Procedures.** SERVICE PROVIDER agrees to establish and to provide to The COMMISSION upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule, as amended. SERVICE PROVIDER further agrees to mitigate any harmful effect that is known to SERVICE PROVIDER of a use or disclosure of PHI by SERVICE PROVIDER in violation of this Agreement or applicable laws and agency guidance.

N. **Sanction Procedures.** SERVICE PROVIDER agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement, applicable laws or agency guidance.

O. **Grounds For Breach.** Non-compliance by SERVICE PROVIDER with this Agreement or the Privacy or Security Rules, as amended, is a breach of the Agreement, if SERVICE PROVIDER knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

P. **Termination by the COMMISSION.** SERVICE PROVIDER authorizes termination of this Agreement by the COMMISSION if the COMMISSION determines, in its sole discretion, that the SERVICE PROVIDER has violated a material term of this Agreement.

Q. **Failure to Perform Obligations.** In the event SERVICE PROVIDER fails to perform its obligations under this Agreement, the COMMISSION may immediately discontinue providing PHI to SERVICE PROVIDER. The COMMISSION may also, at its option, require SERVICE PROVIDER to submit to a plan of compliance, including monitoring by The COMMISSION and reporting by SERVICE PROVIDER, as the COMMISSION in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable laws and agency guidance.

R. **Privacy Practices.** The Department will provide and SERVICE PROVIDER shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Department. The Department retains the right to change the applicable privacy practices, documents and forms. The SERVICE PROVIDER shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

4. OBLIGATIONS OF THE COMMISSION:

A. **Provision of Notice of Privacy Practices.** The COMMISSION shall provide SERVICE PROVIDER with the notice of privacy practices that the COMMISSION produces in accordance with applicable law and agency guidance, as well as changes to such notice.

B. **Permissions.** The COMMISSION shall provide SERVICE PROVIDER with any changes in, or revocation of, permission by individual to use or disclose PHI of which The COMMISSION is aware, if such changes affect SERVICE PROVIDER's permitted or required uses and disclosures.

C. **Restrictions.** The COMMISSION shall notify SERVICE PROVIDER of any restriction to the use or disclosure of PHI that the COMMISSION has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect SERVICE PROVIDER's use or disclosure of PHI.