



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS:**

**WORKERS' COMPENSATION AND LIABILITY CLAIMS THIRD  
PARTY ADMINISTRATOR**

**SUBMISSION DEADLINE:**

4:00 PM

February 26, 2015

**ADDRESS ALL PROPOSALS TO:**

Peter Folgado, Purchasing Agent

394 Central Avenue

2nd Floor

Jersey City, NJ 07307

## SECTION 1: GENERAL INFORMATION & SUMMARY

### 1.1 Organization Requesting Proposal

City of Jersey City  
Department of Administration  
Office of Risk Management  
280 Grove Street - Room 320  
Jersey City, NJ 07302

### 1.2 Contact Person

Peter Folgado, Purchasing Agent  
Department of Administration  
Division of Purchasing  
394 Central Avenue – 2nd Floor  
Jersey City, NJ 07307  
(201) 547-5156  
[Peterf@icnj.org](mailto:Peterf@icnj.org)

### 1.3 Procurement Process

This contract will be awarded as an Extraordinary Unspecifiable Services (EUS) agreement for insurance services pursuant to N.J.S.A. 40A:11-5(1)(a)(ii). The contract will be awarded using the “fair and open” process under the “New Jersey Local Unit Pay-to-Play Law”, N.J.S.A. 19:44A-20.4 et seq.

The City Council will vote to approve a resolution awarding a contract to the Contractor for a sum not to exceed a specified amount and for a term of one year.

### 1.4 Contract Form

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this Request for Proposal (RFP) with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City of Jersey City (City) arising out of, or by reason of, the work done and materials furnished under this Contract.

### 1.5 Informational Meeting and Interviews

There will not be an informational meeting for this RFP process. However, after the submission of proposals, Respondents are required to be available for interviews with City staff.

### 1.6 Submission Deadline

Proposals must be submitted to, and be received by the Department of Administration, Division of Purchasing, located at 394 Central Avenue – 2nd Floor, Jersey City, NJ via mail or hand delivery, by 4:00 p.m. (end of business day) prevailing time on February 26, 2015. Proposals will not be accepted by facsimile transmission or e-mail.

**1.8 Definitions**

The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"TPA" refers to the organization that will provide the services requested in this RFP

**1.9 Submission Address**

All proposals should be sent to:

Peter Folgado, Purchasing Agent  
Department of Administration  
Division of Purchasing  
394 Central Avenue – 2nd Floor  
Jersey City, NJ 07307

## SECTION 2: INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction and Purpose

The City is seeking proposals from qualified Respondents to administer the City's workers compensation and liability claims.

### 2.2 Fair and Open Process

This contract will be awarded using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each Respondent is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

### 2.3 Evaluation

Proposals will be reviewed and evaluated by the City's Risk Manager and the City's Insurance Fund Commission. The proposals will be reviewed to determine if the Respondent has met the professional, administrative and subject areas described in this RFP.

### 2.4 Procurement Schedule

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

#### Activity

1. Issuance of Request for Proposals
2. Receipt of Proposals
3. Completion of evaluation of Proposals
4. Award of contract

#### Date

February 13, 2015  
February 26, 2015  
March 24, 2015  
April 8, 2015

### 2.5 Addenda or Amendments to RFP

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all Respondents that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

All communications, questions, and clarifications concerning this RFP or the RFP process shall be conducted through the City's online purchasing portal at [www.BidSync.com](http://www.BidSync.com). Responses to all questions will be forwarded as addenda to all prospective Respondents who have provided

accurate and current contact information (mailing address, fax number, e-mail address). Responses will also be made available on the BidSync portal.

## **2.6 Rights of the City**

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

## **2.7 Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

## **2.8 Proposal Evaluation**

Proposals will be evaluated by the Risk Manager and Insurance Fund Commission based on the specific criteria detailed in Section 6.

## **2.9 Written Proposal**

Prospective Respondents must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

## **2.10 Oral Presentation**

Not required for this RFP

## **2.11 Additional Requirements**

Respondent is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any

required form is grounds for rejection of proposals.

**2.12 Disposition of RFP**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

### **SECTION 3: WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

#### **3.1 Mandatory Content**

Each proposal submitted must contain the sixteen (16) sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope
- Objectives
- Project Approach
- Project Organization
- Project Workplan (including project organization, critical success factors and risks)
- Key Dates & Deliverables
- The City of Jersey City Responsibilities
- Staffing
- Assumptions
- Timing & Fees
- Appendices/Other
- Completed Sample Bill Re-Pricing

The information requested by the sectional format described above is further defined.

#### **3.2 Title Page**

The proposal should include a title page, which identifies the project; the Respondent's firm, name of the Respondent's primary contact, address, telephone number, fax number and email address.

#### **3.3 Table of Contents**

The Respondent's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

#### **3.4 Executive Summary**

This section should include a summary of the key points and highlights of the Respondent's response and should discuss the pricing contained in the proposal.

#### **3.5 Background**

In this section of the proposal, the Respondent should review its understanding of the business drivers behind the City's strategy.

### **3.6 Scope**

In this section of the proposal, the Respondent should state what it believes to be the scope of the intended strategy within the City. If there are any gaps between what the Respondent believes should be the proper scope of the solution given all information known at the time of this RFP, the Respondent should clearly state these gaps in this section and clearly mark these concerns as such.

### **3.7 Objectives**

In this section of the proposal, the Respondent should state what it believes to be primary objectives for each element of the plan. Respondents may choose to offer suggestions to the City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

### **3.8 Project Approach**

A general discussion of the approach the Respondent is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the work plan.

### **3.9 Project Organization**

The Respondent should detail in this section, the organizational structure it believes necessary to accomplish the services required by the City. Support of, and utilization of Minority and Women Owned Business Enterprises, consistent with the City's policies, should be described.

Minimum qualifications for each role should be identified. In addition, the time commitment (both percentage and number of hours) for each resource, based on the priorities defined for in the Business Requirements, should be clearly stated.

### **3.10 Project Work Plan**

In addition to providing a high-level project work plan, this section should describe each of the, activities and tasks that the City should execute to achieve success. In addition to the tasks, it is assumed that the Respondent will identify the resources needed to complete the associated task, and that the resource identified will have been included in the project organizational structure. All assumptions that were made to complete the project plan should be documented in this section.

The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The City recognizes that each Respondent brings its own methodology and work plan.

### **3.11 Key Dates & Deliverables**

This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what the City should expect to see and/or receive on the associated date should be described and/or presented as examples.

### **3.12 Jersey City Responsibilities**

In this section, the Respondent should clearly describe any assumptions relating to the responsibilities and/or commitments the Respondent is expecting of the City throughout the life of this project.

### **3.13 Staffing**

A discussion of the project team that will be utilized should be contained in this section. The City requests that as part of the discussion here, the Respondent state exactly the role the proposed Respondent team member will assume on each phase and detail the qualifications for the role that the team member possesses.

### **3.14 Assumptions**

In this section, Respondents should state any assumptions being made relating to any part of the proposal or project strategy.

### **3.15 Fees**

In this section, please describe the fees the Respondent is proposing for the implementation. **Fees should be submitted on a flat annual fee.**

It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.

### **3.16 Appendices / Other**

This section should include at minimum: Respondent qualifications, references and resumes. If Respondents think that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the thirty (30) page maximum guideline for proposal length.

Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

### **3.17 Sample Bill Re-Pricing**

This section should include the individual cost for the ten (10) sample bills included as Attachment A.

#### SECTION 4: SCOPE OF SERVICES

The services sought are workers' compensation claims administration, general liability claims administration and medical re-pricing. TPA shall be responsible for, but not limited to, the following requirements;

1. Receive and provide the complete and competent handling of all reported claims.
2. Communicate individually or through meetings with City as to claims reporting procedures and requirements.
3. Maintain a claim file for each reported claim and to preserve such records as required by an agreement, state statutes, regulations and/or the requirements of the City. Such records shall be made available to the City upon request.
4. Submit monthly loss run reports in a pre-agreed upon format as designated by City which shall include at minimum; reports by line of coverage, by Policy year, which reports shall be submitted monthly.

The yearend report shall provide complete data by "Policy Year" in such a pre-agreed format as designated by the City and be in a form so as to be readily usable by all service professionals without further modification.

5. Collect and provide in such frequency as is required by the City such other information of claims, loss reserves, allocated claims expense and other relevant and necessary information as may be requested by the City, its Safety Committee and Risk Manager.
6. In the event the City requires a report which the TPA cannot generate from its data processing system, the TPA agrees to supply the information requested in a form as nearly identical as their system allows to that requested by the City.
7. For any reports not specifically required by the Agreement, which are requested by the City, the TPA will have thirty (30) days to advise the City in writing of its capabilities of producing the reports as well as any additional request for payment. This includes the following:
  - a. All reports required to be kept by law for claims, including all records, reports or compilations required by the Commissioner of Banking and Insurance and/or Department of Community Affairs.
  - b. All reports of claims required by or necessary for the City Risk Manager or other Professionals.
8. Provide complete accounting for the claims administration program which at all times is subject to review by the City.

9. Set claim reserves and provide a continuous review and updating to reflect changes.
10. Report all claims to the City and excess insurance carrier(s) and/or re-insurers in accordance with the reporting requirements established by the City and the excess carrier(s) and/or re-insurers. The City will make available, upon request to the TPA, excess and/or reinsurance policies, or other necessary documents.
11. Coordinate investigations and adjustments of litigated claims with attorneys or excess insurance carrier(s) and/or re-insurers as required.
12. Be available to consult with the City on any coverage or insurance matters and make available to the risk manager, the expertise and experience of the TPA's staff of professionals to assist the City in achieving a successful self-insurance program.
13. Pursue and adjust the collection of claims against others and make recommendations regarding recovery matters.
14. Protect any subrogation rights to City, which may arise upon payment of claims and notify the City of any subrogation rights, which may be available to them.
15. Prepare all checks or vouchers to satisfy all approved and authorized claims against the City (including allocated claims expense) for Workers' Compensation.
16. The TPA shall be designated as the "certifying and approving officer", and shall have authority to approve for payment any and all specified claims in an amount not to exceed \$5,000.00 per claim and recommend amounts above.  
  
For claim settlements above \$5,000 a summary including, but not limited to, records and document reviewed, court proceedings, negotiations and petitioner's requests will be supplied detailing settlement recommendation and rationale.
17. If, during the course of an investigation, the TPA determines the existence of a hazardous condition, the TPA will immediately prepare a written report which will be forwarded to the City, Risk Manager and Safety Committee Chairman.
18. Provide all necessary personnel to perform the service agreed upon herein.
19. File all recorded State forms and notices and requests for information.
20. Assist City with legal representation.
21. Interface with City's Managed Care Company.
22. Provide all necessary contact with City offices, departments and divisions.
23. Coordinate all light duty and return to work instructions.

24. Attend all meetings of the City's Self-Insurance Fund Commission.
25. Disclose and list all revenue sharing agreements for managed care or bill re-pricing and update disclosure list upon any change thereof.
26. A Separate contract should be submitted between the TPA and the Managed Care Company (MCC) outlining the fees and services for nurse case management and medical bill re-pricing.
- Furthermore, the MCC should be willing to accept an annual flat fee for bill re-pricing with the City.
27. Respondents may add services that Respondents think are important. However, if Respondent is not able to provide some of these services Respondent must provide an alternative and explain how it is comparable.
28. The following historical information is provided to assist Respondents with a basis to propose their flat annual fee but does not predict or in any way limit the number of claims which may be reported. Note that claims are not "Closed" by the City until after the Statue of Limitations expires resulting in fewer "reopened" claims.

Claim Category	LOSS DATE Date Range	Opened Claims	Reopened Claims	Closed Claims	Total Claims
Workers' Compensation	7/1/11 – 6/30/12	312	0	10	322
Workers' Compensation	7/1/12 – 6/30/13	227	1	30	258
Workers' Compensation	7/1/13 – 6/30/14	285	0	0	285

Claim Category	LOSS DATE Date Range	Opened Claims	Reopened Claims	Closed Claims	Total Claims
General Liability	7/1/11 – 6/30/12	64	0	14	78
General Liability	7/1/12 – 6/30/13	79	0	10	89
General Liability	7/1/13 – 6/30/14	123	0	1	124

Claim Category	LOSS DATE Date Range	Opened Claims	Reopened Claims	Closed Claims	Total Claims
Auto Liability	7/1/11 – 6/30/12	4	2	2	8
Auto Liability	7/1/12 – 6/30/13	2	0	0	2
Auto Liability	7/1/13 – 6/30/14	8	0	0	8

Below are all currently "Open" and "Reopened" claims by category:

Claim Category	Open	Reopened	Total Open & Reopened
Workers' Compensation	1503	83	1586
General Liability	372	13	385
Auto Liability	51	6	57

## **SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

### **5.1 Number of Copies**

Respondents must submit one signed original and two (2) copies of their proposals.

### **5.2 Proposal Media**

Proposals forwarded by facsimile or e-mail will not be accepted, however Respondents may alternately submit one (1) signed original and one (1) softcopy version (PDF only) on CD.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

### **5.3 Proposal Format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Respondents adhere to the required response format. The City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to requirements. The required format is detailed in Section 3.

The City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City at its option may either request clarification or may consider the information unresponsive.

### **5.4 Proposal Length**

The exact presentation and layout format of proposals is up to the discretion of the Respondent, however a maximum length of thirty (30) pages is strongly suggested.

### **5.5 Submission Deadline**

Proposals must be received by the City no later than 4:00PM prevailing time on February 26, 2015 and must be mailed or hand-delivered.

### **5.6 Required Information**

- 1) Respondent's company name.
- 2) Respondent's address of principal place of business.
- 3) All of Respondent's other offices including corresponding telephone and fax numbers.
- 4) Note specifically which office will be assigned to administer the City workers compensation and general liability claims.
- 5) Respondent's area(s) of practice.
- 6) Description of Respondent's claim administrator education, experience, qualifications and number of years with the firm as well as a description of their experience with projects similar to those described in the Scope of Services of this RFP.
- 7) Respondent's last two (2) company audited financial annual reports.
- 8) Respondent's financial statements of owner(s) and/or principle(s).

- 9) Resumes of those responsible for servicing the contract.
- 10) Respondent's references from NJ clients serviced by your organization.
- 11) Evidence of adequate general liability, professional services and workers' compensation insurance.
- 12) Respondent's Certificate of Incorporation (if applicable)
- 13) Respondent's Copy of license(s) issued by the State of New Jersey authorizing TPA to do business in New Jersey.
- 14) Respondent's New Jersey Business Registration Certificate
- 15) Mandatory Affirmative Action Language (see appendix A)
- 16) Respondents must submit with proposals a Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance 08-128 adopted on September 8, 2008 (blank certification is attached)
- 17) Respondent's experience related to representation of public entities.
- 18) A minimum of four (4) references, three (3) of which must have knowledge of your work with a public entity.
- 19) The Respondent's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
- 20) Any other information which the Respondent deems relevant.

## **SECTION 6: PROPOSAL EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the City in the manner described in this RFP.

### **6.1 Evaluation Methodology**

Proposals will be evaluated by the Risk Manager and the Insurance Fund Commission on the basis of which is the most advantageous, and this evaluation will consider the following:

The proposed fee, while considered important, will not be the sole consideration in the selection of a TPA. The following are factors, along with others, that will be used in the evaluation of a successful respondent:

- A. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation.
- B. Experience and references of the individuals who will perform the tasks.
- C. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter.
- D. Cost competitiveness.
- E. TPA's previous experience with other municipal and county governments in Northern New Jersey.
- F. TPA's previous experience with other municipal and county governments in New Jersey.

### **6.3 Commitment to Diversity**

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of Jersey City policies, should be described.

### **6.4 Oral Presentation Guidelines**

Not required for this RFP

### **6.5 Final Evaluation**

The City will select the most advantageous Proposal Statement based on the all of the evaluation factors set forth in this RFP, and make the award in the best interest of the City. Each Proposal must satisfy the objectives and requirements detailed in this RFP. The successful Respondent shall be determined by an evaluation of the total content of the Proposal Statement submitted. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

### **6.6 Contract Award**

A contract will be awarded as an Extraordinary Unspecifiable Services (EUS) agreement for insurance services pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) for a term of one (1) year. The contract will be awarded using the "fair and open" process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.

The Municipal Council will vote to accept the proposal of a Respondent within sixty (60) days of the receipt of proposals, except that the proposals of any Respondents, who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

## SECTION 7: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

### 7.1 City's Right To Reject

This RFP constitutes an invitation to submit a proposal to the City. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any or all of the proposals, or any part thereof, for any reason whatsoever.

In addition, causes for rejection of proposals may include but not be limited to the following:

- a) Level of fees
- d) Inadequate staffing
- f) Inability to provide required administrative services.
- g) Inability to provide required computerized management system.
- h) TPA is found to be unqualified.
- i) Failure to include necessary required information
- j) Prior experience with the City of Jersey City that the City deems to have been negative.

### 7.2 Original / Authorized Signatures

Each proposal and all required forms must be signed in ink by a person authorized to do so.

### 7.3 Delivery of Proposals

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

### 7.4 Affirmative Action Requirements

Respondents are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No Contractor may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C 17:27-4.

The Respondent's attention is also called to Section 8 of this document which contains the required information and forms. For information on AA/EEO requirements and forms only, please contact:

Jeana F. Abuan, AA Officer / Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity / Affirmative Action  
280 Grove Street - Room 103  
Jersey City NJ 07302

Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

#### **7.5 Business Registration Certificate**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

Respondents are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 8.

#### **7.6 Clarification of RFP**

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

#### **7.7 Indemnification**

The Respondent, if awarded the contract, agrees to protect, defend, indemnify and save harmless the City against damage for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

#### **7.8 Insurance Requirements**

The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability

and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as and additional insured when possible, shall be provided. Insurance requirements are as follows:

- a) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- c) Automobile Liability in the amount of \$1,000,000 combined single limit.
- d) Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

#### **7.9 Termination**

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing thirty (30) days written notice to the Respondent.

#### **7.10 City of Jersey City "Pay-to-Play" Ordinance**

On September 3, 2008, the City Council adopted Ordinance 08-128 which places stricter requirements on the issuance of "fair and open" contracts than the State "Pay-to-Play" law. Specifically, it prohibits political contributions in excess of certain thresholds in the one year preceding the contract award and during the term of a contract awarded pursuant to a "fair and open" process and requires Respondents to complete a certification of compliance. A copy of the ordinance and the certification are included in this RFP.

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

**CITY OF JERSEY CITY**

**PROJECT:** Workers Compensation and Liability Claims Third Party Administration

**RESPONDENT:** \_\_\_\_\_

**RESPONDENT'S CHECKLIST**

<b>Item</b>	<b>Respondent Initials</b>	<b>Purchasing Review</b>
1. Non-Collusion Affidavit (properly notarized)		
2. Public Disclosure Information (properly notarized)		
3. Mandatory Equal Employment Opportunity (EEO) / Affirmative Action Language:		
a. Exhibit A: Mandatory Equal Employment Opportunity Language		
b. Affirmative Action Plan		
c. Employee Information Report		
d. Appendix A: Americans with Disabilities Act of 1990		
e. MWBE Questionnaire		
4. Business Registration Certificate		
5. Certification of Compliance with City's Pay-to-Play Ordinance		
6. Addendum Acknowledgement Form		
7. Attachment A: Sample Bill Re-Pricing		
8. Original signature(s) on all forms when required		

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY sis:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of Respondent) \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 \_\_\_\_\_

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)**

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS**  
**FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,  
Professional Service and General Service Contracts should be  
directed to:

Jeana F. Abuan  
EEO/AA Officer, P.A.C.O.  
Department of Administration  
Office of EEO/AA  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. # 201-547-4533  
Fax# 201-547-5088  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 contractor 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 contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

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

# Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration  
Office of Federal Contract  
Compliance Program



Newark Area Office  
134 Evergreen Place, Fourth Floor  
East Orange, NJ 07018

February 27, 19\_\_

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19\_\_.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM  
P.O. BOX 206  
TRENTON, NJ 08625-0206

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

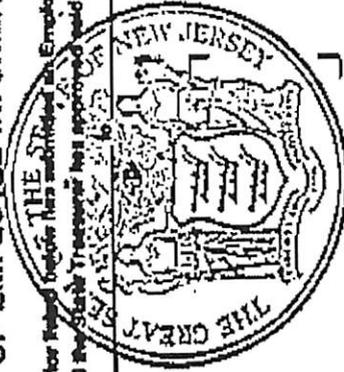
# Sample Certificate of Employee Information Report



**VOID**

Certification \_\_\_\_\_  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor listed herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_



State Treasurer

**VOID**

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT ELO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract-compliance/epdf/aa302njs.pdf>**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	NAUG DATE
		ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN ELO 1 REPORT!**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN		
Officials/Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL															
Total employment from previous report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

# Sample Employee Information Report Form AA302

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1 -** Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2 -** Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3 -** Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4 -** Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5 -** Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6 -** Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7 -** Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8 -** If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9 -** Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10 -** Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11 -** Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12 -** Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13 -** Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14 -** If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15 -** If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16 -** Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17 -** Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

### TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

# Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert  
Rev. 11/11

Print Form



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
Division of Purchase & Property, Contract Compliance Audit Unit  
EEO Monitoring Program

## DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT - FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE	
3. COMPANY NAME				
4. STREET	CITY	COUNTY	STATE	ZIP CODE
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE				
<input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)				

### SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR		
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

### SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

### INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2** - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available)
- ITEM 3** - Enter the name by which the company is identified
- ITEM 4** - Enter the physical location of the company. Include City, County, State and Zip Code
- ITEM 5** - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

N.J. Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**RENEWAL PACKAGE  
FOR CERTIFICATE OF  
EMPLOYEE  
INFORMATION REPORT**



## State of New Jersey

CHRIS CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PUBLIC CONTRACTS  
EQUAL EMPLOYMENT OPPORTUNITY  
COMPLIANCE  
P.O. BOX 209  
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE  
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL  
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

**IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in Item 7, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Not Applicable.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - Not Applicable.

**ITEM 15** - Not Applicable.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

**THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:**

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE  
 1. Lost Certificate    2. Damaged    3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVELY SUMMARY REPORT

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_

NAME OF FACILITY: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CHAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type) \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 FIRST \_\_\_\_\_ MI \_\_\_\_\_ LAST \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

ADDRESS (NO. & STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_ PHONE (AREA CODE, NO., EXTENSION) \_\_\_\_\_

\*\*\*\*\*

## INSTRUCTIONS

### VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: \_\_\_\_\_  
Representative's Signature: \_\_\_\_\_  
Name of Company: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

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

Address : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

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

Please check applicable category :

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input type="checkbox"/> Neither                                |

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

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

Address: \_\_\_\_\_

Telephone No. : \_\_\_\_\_

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

Please check applicable category:

\_\_\_\_\_ Minority Owned Business (MBE)

\_\_\_\_\_ Minority & Woman Owned  
Business (MWBE)

\_\_\_\_\_ Woman Owned business (WBE)

\_\_\_\_\_ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

## “New Jersey Business Registration Requirements” For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO-SERVICE CONTRACTORS

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 296-087-3227509  
ADDRESS: 247 ROBINSON AVE  
TRENTON, NJ 08611  
ISSUANCE DATE: 07/14/04

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 000001  
ISSUANCE DATE: 07/14/04

*Jul 5 2004*

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 247 ROBINSON AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
29641014112823523

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City  
(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

### DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans; and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecified services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other inanner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions; stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

#### SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"); nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"); in excess of the thresholds specified in subsection (g) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

(h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

(j) Prior to awarding any contract or agreement to procure "Professional Services" or "Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.

(k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.

(l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1 (a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

#### SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it; shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

#### SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

#### SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby; and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307  
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302  
Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302  
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302  
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

#### SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

Certification Required  
 Not Required

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Business Administrator

APPROVED:

APPROVED:

APPROVED AS TO LEGAL FORM

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

#### SECTION 12 - EFFECTIVE DATE

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

#### SECTION 11 - INDEMNITY

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

# Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. 4.A. Ord. 08-128

TITLE

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">N/A</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FLOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote N.V.-Not Voting (Abstain)

JAMES F. WADDLETON	AARON MOARILL	JAMES CARROLL
BRET SCHUNDLER	RAYLIE VUNKEL	SEBASTIAN BERNHEIM
STEVE DAVIDSON	TOM GIBBONS	HEATHER TAYLOR
TOM NILEN	SHELLEY SKINNER	DANIEL LEVIN

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">SEP 03 2008 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

DAN FALCON	YVONNE BALCER	
ANTHONY MORELLI		
ANDREW HUBSCH		
MAHALEY DOWLES		

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FLOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE <span style="float: right;">SEP 03 2008 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

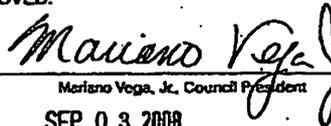
SEP 03 2008

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 03 2008

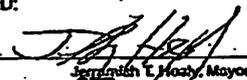
  
 Robert Byrne, City Clerk

APPROVED:

  
 Mariano Vega, Jr., Council President

Date: SEP 03 2008

APPROVED:

  
 Jeremiah T. Hooley, Mayor

Date SEP 05 2008  
Date to Mayor SEP 04 2008

\*Amendment(s):

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed \_\_\_\_\_ Title: \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
(Affiant)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**CITY OF JERSEY CITY  
ADDENDUM ACKNOWLEDGMENT FORM  
REQUEST FOR PROPOSAL**

The undersigned acknowledges receipt of the following addenda to the Request For Proposal:

**THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM  
SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE  
SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and bid will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

## **ATTACHMENT "A"**

- **Sample Bill Re-Pricing**







HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12



4.

RISK MANAGER  
 ATTEN PETER SORIBERO  
 280 GROVE STREET  
 JERSEY CITY NJ 07302  
 SEP - 2 2014

1. MEDICARE  MEDICAID  TRICARE  CHAMPVA  GROUP HEALTH PLAN  FECA  OTHER  (For Program Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial) [REDACTED] SEX [REDACTED] M  F

3. PATIENT'S BIRTH DATE [REDACTED] M  F

4. INSURED'S NAME (Last Name, First Name, Middle Initial) [REDACTED] SEX [REDACTED] M  F

5. PATIENT'S ADDRESS (No. Street) [REDACTED] CITY [REDACTED] STATE NJ ZIP CODE [REDACTED]

6. PATIENT RELATIONSHIP TO INSURED [REDACTED] Self  Spouse  Child  Other

7. INSURED'S ADDRESS (No. Street) [REDACTED] CITY [REDACTED] STATE NJ ZIP CODE [REDACTED]

8. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) [REDACTED]

9. OTHER INSURED'S POLICY OR GROUP NUMBER [REDACTED]

10. IS PATIENT'S CONDITION RELATED TO: [REDACTED]

11. INSURED'S POLICY GROUP OR FECA NUMBER [REDACTED]

12. PATIENTS OR AUTHORIZED PERSONS SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. [REDACTED]

13. INSURED'S OR AUTHORIZED PERSONS SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. [REDACTED]

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) [REDACTED] MM DD YY

15. OTHER DATE [REDACTED] MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION [REDACTED] FROM MM DD TO MM DD

17. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES [REDACTED] FROM MM DD TO MM DD

18. NAME OF REFERRING PROVIDER OR OTHER SOURCE [REDACTED] 17A. NPI [REDACTED] 17B. NPI [REDACTED]

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) [REDACTED]

20. OUTSIDE LAB? [REDACTED] YES  NO  CHARGES [REDACTED]

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Refer to A-L to service fee below (24E)) [REDACTED]

22. RESUBMISSION [REDACTED] YES  NO  ORIGINAL REF. NO. [REDACTED]

23. PRIOR AUTHORIZATION NUMBER [REDACTED]

24. A. DATE(S) OF SERVICE [REDACTED] FROM MM DD TO MM DD

B. PLACE OF SERVICE [REDACTED]

C. PROCEDURE, SERVICE, OR SUPPLIES [REDACTED]

D. DIAGNOSIS [REDACTED]

E. POINTERS [REDACTED]

F. CHARGES [REDACTED]

G. DAYS OR HOURS [REDACTED]

H. ICD-9 CODE [REDACTED]

I. RENDERING PROVIDER ID # [REDACTED]

J. RENDERING PROVIDER ID # [REDACTED]

25. FEDERAL TAX ID NUMBER [REDACTED] SSN EIN [REDACTED]

26. PATIENT'S ACCOUNT NO. [REDACTED] YES  NO

27. ACCEPT ASSIGNMENT [REDACTED] YES  NO

28. TOTAL CHARGE \$ [REDACTED]

29. AMOUNT PAID \$ [REDACTED]

30. Reserved for NUCC Use [REDACTED]

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREE OR CREDENTIALS (copy this statement on the reverse and apply to the bill and make a part thereof) [REDACTED]

32. SERVICE FACILITY LOCATION INFORMATION [REDACTED]

SIGNATURE ON FILE [REDACTED] DATE 07/18/14

1649285594 [REDACTED]

1649285594 [REDACTED]

PAUL HRISO MD  
 354 AVE C  
 BAYONNE NJ 07002

PAUL HRISO M.D. P.A.  
 100 MATTHEWS DRIVE  
 BEDMINSTER NJ 07921

APPROVED OMB-0938-1157 FORM 1500 (03-12)

NUCC Instruction Manual available at www.nucc.org

PLEASE PRINT OR TYPE

5.

RECEIVED  
DEC 24 2012  
CONSOLIDATED SERVICES GROUP

1500

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

JERSEY CITY RISK MANAGEMENT  
280 GROVE STREET  
ROOM 86  
JERSEY CITY

PICA

1. MEDICARE  MEDICAID  TRICARE  CHAMPVA  GROUP HEALTH PLAN  FECA BLK LUNG  OTHER

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)  
[REDACTED]

3. PATIENT'S BIRTH DATE: MM/DD/YY [REDACTED] SEX:  M  F

4. INSURED'S NAME (Last Name, First Name, Middle Initial)  
[REDACTED]

5. PATIENT'S ADDRESS (No., Street)  
[REDACTED]

6. PATIENT RELATIONSHIP TO INSURED: Self  Spouse  Child  Other

7. INSURED'S ADDRESS (No., Street)  
[REDACTED]

8. PATIENT STATUS: Single  Married  Other

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)  
NA

10. IS PATIENT'S CONDITION RELATED TO:  
a. EMPLOYMENT? (Current or Previous) YES  NO   
b. AUTO ACCIDENT? YES  NO   
c. OTHER ACCIDENT? YES  NO

11. INSURED'S POLICY GROUP OR FECA NUMBER  
[REDACTED]

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.  
SIGNED: SIGNATURE ON FILE DATE: 12/27/2012

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.  
SIGNED: SIGNATURE ON FILE

14. DATE OF CURRENT: MM/DD/YY [REDACTED] ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP)

15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS, GIVE FIRST DATE MM/DD/YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM/DD/YY TO MM/DD/YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: ROHMANN M ROBIN MD

17a. I.D. # H29972  
17b. NPI 1871675512

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM/DD/YY TO MM/DD/YY

19. RESERVED FOR LOCAL USE

20. OUTSIDE LAB? YES  NO  \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate items 1, 2, 3 or 4 to Item 24E by Line)  
1. ICD 9 2. INJURY, SHOULDER LABR

22. MEDICAID RESUBMISSION CODE ORIGINAL REF NO.  
23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAY OR UNITS	H. SPECIAL PAY	I. ID. QUAL	J. RENDERING PROVIDER ID. #
1. 12/01/11 04272011 24 7 01630 AA					2880.00	16		G2	1384911144
2. BASE: 5.00								NPI	
3. TIME: 12:25 PM - 3:01 PM								NPI	
4. TIME: 11:00 2 HOURS 36 MINUTES								NPI	
5.								NPI	
6. TOT UNITS: 16								NPI	

25. FEDERAL TAX I.D. NUMBER: 20-570761 SSN EIN

26. PATIENT'S ACCOUNT NO. [REDACTED]

27. ACCEPT ASSIGNMENT? YES  NO

28. TOTAL CHARGE: \$ 2880.00

29. AMOUNT PAID: \$ 00.00

30. BALANCE DUE: \$ 2880.00

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS  
HARRISON ENOC  
620 ESSEX ST  
HARRISON NJ 07029  
SIGNED: 12/07/2012 DATE: 1013143007

32. SERVICE FACILITY LOCATION INFORMATION  
AMBULATORY ANES PHYSICIAN  
PO BOX 48180  
NEWARK NJ 07101-4890

33. BILLING PROVIDER INFO & PH #  
(201) 842-3993

FIRST FOLD HERE TO ENVELOPE

PHYSICIAN OR SUPPLIER INFORMATION

6.

SURGICAL CENTER AT MILLBURN, LLC  
37 EAST WILLOW STREET  
MILLBURN NJ 07041-9998  
973-912-8111

31 PAT CNTL # [REDACTED]  
32 MED REC # [REDACTED]  
5 FED. TAX NO. 571166137  
6 STATEMENT COVERS PERIOD FROM 121313 THROUGH 121313  
831

8 PATIENT NAME [REDACTED] 9 PATIENT ADDRESS [REDACTED]

10 BIRTHDATE [REDACTED] 11 SEX M 12 DATE [REDACTED] 13 HR 14 TYPE 15 SRC 08 01 16 DHR 17 STAT 01  
CONDITION CODES 18-30 [REDACTED]

31 OCCURRENCE DATE 031013 32 OCCURRENCE CODE [REDACTED] 33 OCCURRENCE DATE [REDACTED] 34 OCCURRENCE CODE [REDACTED] 35 OCCURRENCE DATE [REDACTED] 36 OCCURRENCE CODE [REDACTED]

37 VALUE CODES AMOUNT [REDACTED] 38 VALUE CODES AMOUNT [REDACTED] 39 VALUE CODES AMOUNT [REDACTED] 3/14

42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / ICDPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
490	FACILITY FEE	29822LTSG	121313	1	10982	16	
490	FACILITY FEE	29826LTSG	121313	1	16192	20	
490	FACILITY FEE	64718LTSG	121313	1	7706	04	
					<b>TOTALS</b>	<b>34880</b>	<b>40</b>

Handwritten circle around the totals row.

CREATION DATE 011414 TOTALS 34880 40

PAGE 1 OF 1

50 PAYER NAME MIDTOWN OCCUPATIONAL 51 HEALTH PLAN ID 571166137 52 REL Y 53 STAT Y 54 PRIOR PAYMENTS 55 EST. AMOUNT DUE 34880 40 56 NPI 1114034006 57 OTHER PRV ID

58 INSURED'S NAME [REDACTED] 59 P. REL 01 60 INSURED'S UNIQUE ID [REDACTED] 61 GROUP NAME 62 INSURANCE GROUP NO.

63 TREATMENT AUTHORIZATION CODES 64 DOCUMENT CONTROL NUMBER 65 EMPLOYER NAME JERSEY CITY FIRE DEPARTM

66 71801 67 68 69 70 71 PPS CODE 3542 72 ECI 73

74 PRINCIPAL PROCEDURE CODE DATE 75 OTHER PROCEDURE CODE DATE 76 ATTENDING NPI 467512350 QUAL I G I45276 LAST ROWE-URQUHART FIRST ERICA 77 OPERATING NPI FIRST 78 OTHER NPI FIRST 79 OTHER NPI FIRST

MIDTOWN OCCUPATIONAL  
550 NEWARK AVENUE  
SUITE 308  
JERSEY CITY, NJ 07306

THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.

7.

DR. KEVIN C. JULIAN  
CHIROPRACTIC PHYSICIAN  
MARION CHIROPRACTIC CENTER  
318 SIP AVENUE  
JERSEY CITY, NJ. 07306

TELEPHONE

(201) 333-7395

(201) 333-5370

FAX 201-333-6746

March 24, 2014

City of Jersey City  
Office of Risk Management  
280 Grove Street  
Room 320  
Jersey City, NJ 07302  
Attn.: Veronica Merino

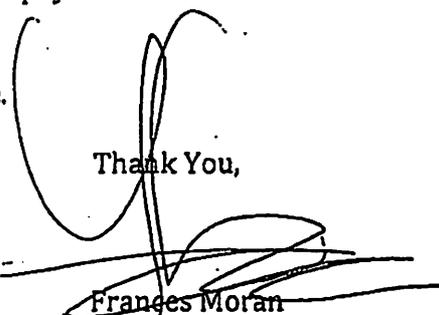
Re: [REDACTED]  
D/A: 01/13/12  
PO#: A11007

Dear Veronica,

Enclosed please find an itemized bill along with a copy of our office notes on the above named patient. Kindly review this claim and remit payment to our office accordingly.

Should you have any questions, please contact our office.

Thank You,

  
Frances Moran  
Insurance Secretary

Enc.

7.

DR. KEVIN C. JULIAN  
CHIROPRACTIC PHYSICIAN  
MARION CHIROPRACTIC CENTER  
318 SIP AVENUE  
JERSEY CITY, NJ. 07306

TELEPHONE  
(201) 333-7995  
(201) 333-5370  
FAX 201-333-6746

March 24, 2014

PATIENT: [REDACTED]

- DIAGNOSES:
- 1) Chronic cervical spine sprain/strain (847.0)
  - 2) Chronic lumbar spine sprain/strain (847.2)
  - 3) Occiput-C1 subluxation (739.0)
  - 4) C5-C6 subluxation (739.1)
  - 5) L3-L4 subluxation (739.3)
  - 6) Left sacroiliac subluxation (739.4)
  - 7) T6-T7 subluxation (739.2)

January 6, 8, 10, 11, 15, 28, 2014  
February 4, 5, 6, 7, 11, 19, 2014

PROFESSIONAL FEE:

Initial physical exam 01/06/14 (99214)	\$150.00
Manipulation 01/06/14 (98942)	\$100.00
Manual therapy 01/06/14 (97140)	\$60.00
Ultrasound 01/06/14 (97035)	\$35.00
PNF 01/06/14 (97112)	\$35.00
<u>Soft tissue massage 01/06/14 (97124)</u>	<u>\$25.00</u>
Manipulation 01/08/14 (98942)	\$100.00
Manual therapy 01/08/14 (97140)	\$60.00
Ultrasound 01/08/14 (97035)	\$35.00
PNF 01/08/14 (97112)	\$35.00
<u>Soft tissue massage 01/08/14 (97124)</u>	<u>\$25.00</u>
Manipulation 01/10/14 (98942)	\$100.00
Manual therapy 01/10/14 (97140)	\$60.00
Ultrasound 01/10/14 (97035)	\$35.00
PNF 01/10/14/ (97112)	\$35.00
<u>Soft tissue massage 01/10/14 (97124)</u>	<u>\$25.00</u>
Manipulation 01/11/14 (98942)	\$100.00
Manual therapy 01/11/14 (97140)	\$60.00

7.

U

Re: [REDACTED]  
D/A: 01/13/12

PNF 01/11/14 (97112)	\$35.00
Soft tissue massage 01/11/14 (97124)	\$25.00
Manipulation 01/15/14 (98942)	\$100.00
Manual therapy 01/15/14 (97140)	\$60.00
PNF 01/15/14 (97112)	\$35.00
Soft tissue massage 01/15/14 (97124)	\$25.00
Manipulation 01/28/14 (98942)	\$100.00
Manual therapy 01/28/14 (97140)	\$60.00
Ultrasound 01/28/14 (97035)	\$35.00
Soft tissue massage 01/28/14 (97124)	\$25.00
Manipulation 02/04/14 (98942)	\$100.00
Manual therapy 02/04/14 (97140)	\$60.00
Ultrasound 02/04/14 (97035)	\$35.00
Soft tissue massage 02/04/14 (97124)	\$25.00
Manipulation 02/05/14 (98942)	\$100.00
Manual therapy 02/05/14 (97140)	\$60.00
Ultrasound 02/05/14 (97035)	\$35.00
Soft tissue massage 02/05/14 (97124)	\$25.00
Manipulation 02/06/14 (98942)	\$100.00
Manual therapy 02/06/14 (97140)	\$60.00
Ultrasound 02/06/14 (97035)	\$35.00
Soft tissue massage 02/06/14 (97124)	\$25.00
Manipulation 02/07/14 (98942)	\$100.00
Manual therapy 02/07/14 (97140)	\$60.00
Ultrasound 02/07/14 (97035)	\$35.00
Soft tissue massage 02/07/14 (97124)	\$25.00
Manipulation 02/11/14 (98942)	\$100.00
Manual therapy 02/11/14 (97140)	\$60.00
Ultrasound 02/11/14 (97035)	\$35.00
Soft tissue massage 02/11/14 (97124)	\$25.00
Manipulation 02/19/14 (98942)	\$100.00
Manual therapy 02/19/14 (97140)	\$60.00
Ultrasound 02/19/14 (97035)	\$35.00
Soft tissue massage 02/19/14 (97124)	\$25.00

TOTAL AMOUNT DUE

\$2,895.00



9.

Family Medical Supply Co.

671 Montgomery Street  
Jersey City, NJ 07306  
201-433-5720/Fax:201-433-7453

Invoice

Date	Invoice #
1/10/2013	2661

Bill To
CITY OF JERSEY CITY risk Office of Risk Management 280 Grove Street Jersey City, NJ 07302

Ship To
Kessler Institute for Rehabilitation 300 Market St. Saddle Brook, NJ 07663

P.O. No.	Terms	Rep	Ship Date	Ship Via
[REDACTED]		MR	1/10/2013	Family Medical

Qty	Description	Rate	Back Order	Amount
1	tub Transfer B ench w/back	53.00		53.00
1	Folding Walker w/wheels	79.00		79.00
PATIENT: [REDACTED] [REDACTED] [REDACTED] [REDACTED]				
NOTE***** COMMODE PICKED UP/ NOT CHARGED (see attached)				
			<b>Subtotal</b>	\$132.00
			<b>Sales Tax (3.5%)</b>	\$0.00
			<b>Total</b>	\$132.00
			<b>Payments/Credits</b>	\$0.00
			<b>Balance Due</b>	\$132.00

SIGNED: ALFRED A STEINBERGER, ENGLEWOOD NJ 076311808  
 DATE: 08/16/2013  
 31. SIGNATURE OF PHYSICIAN OR SUPPLIER (Include degrees or credentials, if applicable, and state and made a part thereof)  
 32. SERVICE FACILITY LOCATION INFORMATION  
 ENGLEWOOD HOSPITAL & MEDIC  
 350 ENGLE STREET  
 309 ENGLE STREET  
 ENGLEWOOD NJ 076311822  
 22. FEDERAL TAX ID NUMBER: 22247873  
 26. PATIENTS ACCOUNT NO.: [REDACTED]  
 27. ACCEPT ASSIGNMENT: YES [ ] NO [ ]  
 28. TOTAL CHARGE: \$16945 00  
 29. AMOUNT PAID: \$0 00  
 30. BALANCE DUE: \$16945 00  
 23. BILLING PROVIDER INFO & PH: 201 569 7737  
 1881661403 22247873

1	2	3	4	5	6

1. DATE OF CURRENT ILLNESS (First Symptom) OR INJURY (Accident) OR PREGNANCY: 08/10/2013  
 2. 21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate items 1, 2, 3 or 4 to item 21E by line)  
 21. OPERATIVE REPORT ATTACHED  
 22. MEDICATED RESUBMISSION: YES [ ] NO [ ]  
 20. OUTSIDE LAB? YES [ ] NO [ ]  
 17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: [REDACTED]  
 16. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES: FROM 07/30/2013 TO 08/07/2013  
 15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS FROM [REDACTED] TO [REDACTED] (MM DD YY)  
 14. DATE OF CURRENT ILLNESS (First Symptom) OR INJURY (Accident) OR PREGNANCY: 08/10/2013  
 13. PRIOR AUTHORIZATION NUMBER: VERONICA MERINO  
 12. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]  
 11. DATE OF SERVICE: 08/15/2013  
 10. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]  
 9. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]  
 8. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]  
 7. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]  
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 4. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]  
 3. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]  
 2. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]  
 1. PROCEDURE, SERVICE, OR SUPPLIES: [REDACTED]

12. PATIENTS OR AUTHORIZED PERSONS SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.  
 SIGNATURE ON FILE: 06/17/2013  
 13. INSURED'S OR AUTHORIZED PERSONS SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier (services described below):  
 SIGNATURE ON FILE  
 14. EMPLOYMENT (Current or Previous): YES [ ] NO [ ]  
 15. AUTO ACCIDENT? YES [ ] NO [ ]  
 16. OTHER INSURED'S DATE OF BIRTH: [REDACTED] SEX: [REDACTED]  
 17. EMPLOYER'S NAME OR SCHOOL NAME: [REDACTED]  
 18. EMPLOYER'S NAME OR SCHOOL NAME: [REDACTED]  
 19. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [ ]  
 20. INSURANCE PLAN NAME OR PROGRAM NAME: MID-TOWN PRIMARY CARE, LT  
 21. INSURANCE PLAN NAME OR PROGRAM NAME: [REDACTED]  
 22. INSURANCE PLAN NAME OR PROGRAM NAME: [REDACTED]  
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1. MEDICARE [ ] MEDICAID [ ] TRICARE [ ] CHAMPUS [ ] CHAMPUS (Sponsor's SSN) [ ] CHAMPUS (Member ID) [ ] HEALTH PLAN (ISSN or ID) [ ] FECA [ ] BKLLING [ ] OTHER [ ]  
 2. PATIENT'S NAME (Last Name, First Name, Middle Initial): [REDACTED]  
 3. PATIENT'S BIRTH DATE: [REDACTED] SEX: [REDACTED]  
 4. INSURED'S NAME (Last Name, First Name, Middle Initial): [REDACTED]  
 5. PATIENT'S ADDRESS (No. Street): [REDACTED]  
 6. PATIENT RELATIONSHIP TO INSURED: [REDACTED]  
 7. INSURED'S ADDRESS (No. Street): [REDACTED]  
 8. PATIENT STATUS: Single [ ] Married [ ] Other [ ]  
 9. PATIENT STATUS: Employed [ ] Full-Time [ ] Part-Time [ ] Student [ ]  
 10. IS PATIENT'S CONDITION RELATED TO:  
 11. INSURED'S POLICY GROUP OR FECA NUMBER: [REDACTED]  
 12. INSURED'S DATE OF BIRTH: [REDACTED] SEX: [REDACTED]  
 13. EMPLOYER'S NAME OR SCHOOL NAME: [REDACTED]  
 14. EMPLOYER'S NAME OR SCHOOL NAME: [REDACTED]  
 15. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [ ]  
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PHYSICIAN OR SUPPLIER INFORMATION  
 INFORMATION  
 CARRIER

MID-TOWN PRIMARY CARE, LT  
 550 NEWARK AVENUE  
 JERSEY CITY, NJ 07306

RECEIVED  
 OCT 10 2013  
 CONSOLIDATED SERVICES GROUP

1500  
 HEALTH INSURANCE CLAIM FORM  
 APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

10.