STATEWIDE INSURANCE FUND

PROFESSIONAL SERVICES AGREEMENT

DEFENSE ATTORNEY - 2024

THIS AGREEMENT entered into this 11th day of March, 2024, between the Statewide Insurance Fund (hereinafter "**Fund**"), and Rainone Coughlin Minchello of 555 U.S. Rt 1, Iselin, NJ 08830, (hereinafter "**DEFENSE ATTORNEY**"); through a non-fair and open process, pursuant to N.J.S.A. 19:44A-20.4, and 20.5, et seq.

WITNESSETH:

WHEREAS, DEFENSE ATTORNEY has offered to the **Fund** to perform legal services in defending the **Fund** members against claims by employees and other claims as designated by the Executive Committee of the Statewide Insurance Fund; and

WHEREAS, it is the policy of the **Fund** to not assign cases to a **DEFENSE ATTORNEY** when that **DEFENSE ATTORNEY'S LAW FIRM** represents that public entity, except, wherein the sole discretion of the **Fund** the representation by the **DEFENSE ATTORNEY'S LAW FIRM** is in the best interest of the **Fund** and the public entity; and

WHEREAS, it is the policy of the Fund not to assign cases to a **DEFENSE ATTORNEY'S LAW FIRM THAT REPRESENTS A PLAINTIFF(S) AGAINST A NEW JERSEY PUBLIC ENTITY**, and

WHEREAS, the Fund desires to hire **DEFENSE ATTORNEY** to perform the services of **DEFENSE ATTORNEY** as defined in the Bylaws, applicable statutes and regulations and the requirements of the **Fund's** general counsel and the Executive Committee.

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein agree as follows:

1. **DEFENSE ATTORNEY** for and in consideration of the amount hereinafter stated agrees to provide service to **Fund** as follows:

   Perform the duties required of **DEFENSE ATTORNEY** for the **Fund**.

   To perform such other services as are necessary and customary incidental to the office of **DEFENSE ATTORNEY.**

2. The **DEFENSE ATTORNEY** shall provide, at its own cost and expense, the insurance to the **Fund**:

(a) Workers' Compensation Statutory - in compliance with the Compensation Law of the State of New Jersey. Employer's Liability: $1,000,000.

(b) General Liability:
Bodily Injury and Property Damage Liability each occurrence: $1,000,000.
General Aggregate: $2,000,000.
Products and Completed Operations Aggregate: $1,000,000.
Personal Injury and Advertising Injury: $1,000,000.
Fire Legal Liability: $50,000.
Medical Expense Any One Person: $5,000.

(c) Automobile Liability:
Bodily Injury and Property Damage Combined Single Limit: $1,000,000.
Uninsured and Underinsured Motorist Coverage: $1,000,000.
Hired and Non-Owned Automobile: $1,000,000.

(d) Errors and Omissions: $1,000,000 each claim/$1,000,000 annual aggregate.

Proof of the above coverage shall be provided to the Administrator within fifteen days of the date hereof, in absence of which the **Fund** may terminate this agreement. The insurance companies for the above coverage must be licensed, authorized to transact business in New Jersey and carry an A.M. Best rating of "A" or better. The **DEFENSE ATTORNEY** shall not take any action to cancel or materially change any of the above insurance required under this agreement without **Fund** approval. Maintenance of the insurance required shall not relieve the **DEFENSE ATTORNEY** of any liability for claims against it in excess of or beyond the insurance coverage.

3. **DEFENSE ATTORNEY** shall purchase such Bonds and coverages, if any, as are required for said office by the Bylaws or any applicable statutes or regulations.

4. The term of said Agreement shall be for one year or part thereof and will terminate December 31, 2024.

5. **DEFENSE ATTORNEY** shall pay for all outside court reporters, claims investigators, expert witnesses and consultants ("outside vendors") and be reimbursed by the **Fund** for such costs. Assignment to these outside vendors shall be made pending approval by the **Third Party Administrator** or the **Fund.**

6. **DEFENSE ATTORNEY** shall comply with all reporting requirements of the **Third Party Administrator** for the Fund.

7. **Fund** agrees that it will pay the **DEFENSE ATTORNEY** in accordance with the fee schedule attached hereto. In addition, the **Fund** will reimburse the **DEFENSE ATTORNEY** for all out-of-pocket expenses regularly incurred in performing legal services in accordance with the fee schedule attached.

8. Both parties retain the right to terminate this Agreement at any time, provided 30 days written notice is given of the intention to do so.

9. Affirmative Action: The affirmative action language, required by State law and attached as Exhibit A is incorporated in this Agreement. The term, "Contractor," as referred to in such Exhibit A means the **DEFENSE ATTORNEY.** This Agreement will be null and void if **DEFENSE ATTORNEY** fails to comply with the Affirmative Action requirements imposed upon **DEFENSE ATTORNEY** by the State of New Jersey.

10. Indemnification and Hold Harmless. The Service Provider shall indemnify and hold the Fund, its Commissioners and appointed officials and member local units harmless from any and all claims or liabilities arising out of the activities of the **DEFENSE ATTORNEY**, its employees and agents in connection with all activities undertaken by the **DEFENSE ATTORNEY**, pursuant to this Contract. It is the intention of the parties that any claim for relief of any type being asserted against the Fund, its Commissioners, appointed officials and member local unit, based in whole or in part upon any act or omission of the **DEFENSE ATTORNEY**, its affiliates and successors, shall be the responsibility of the Service

Provider, and the **DEFENSE ATTORNEY** shall hold the Fund, its commissioners, appointed officials and member local units harmless from same.

11. Business Registration Certificate: The **DEFENSE ATTORNEY** has received a Business Registration Certificate from the State of New Jersey as evidenced by the attached copy of the Certificate. This Agreement will be null and void if the **DEFENSE ATTORNEY** fails to supply and maintain a current Business Registration Certificate.

12. OSC Record Retention Requirement: Pursuant to N.J.A.C. 17:44-2.2, the **DEFENSE ATTORNEY** shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

13. Political Contribution Disclosure. This contract has been awarded to **DEFENSE ATTORNEY** based on the merits and abilities of **DEFENSE ATTORNEY** to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Defense Attorney, it's subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in any municipality/county that is a member of the **Fund** if a member of that political party is serving in an elective public office of that municipality/county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality/county when the contract is awarded.

14. The **DEFENSE ATTORNEY** will provide the names of all public entities, excluding Boards of Education, it represents to the **Fund** within 30 days of the execution of this Contract.

STATEWIDE INSURANCE FUND

By: _____
Fund Chairperson

FOR THE FIRM:

Louis N. Rainone, Esq.
Print Name

BY: _____
Signature

Exhibit B

STATEWIDE INSURANCE FUND
DEFENSE ATTORNEY FEE SCHEDULE
For all services rendered for 2024

General Liability/Automobile Liability Attorneys:	**$165.00 per hour**
General Liability/Automobile Liability Paralegals:	**$ 80.00 per hour**
Law Enforcement Liability Attorneys:	**$185.00 per hour**
Law Enforcement Liability Paralegals:	**$ 95.00 per hour**
Public Officials/EPLI Attorneys:	**$200.00 per hour**
Public Officials/EPLI Associate Attorneys:	**$175.00 per hour**
Public Officials/EPLI Paralegals:	**$ 90.00 per hour**
Workers Compensation Attorneys:	**$145.00 per hour**
Workers Compensation Paralegals:	**$ 75.00 per hour**

DEFENSE ATTORNEY BILLING REQUIREMENTS
Defense Attorney agrees to comply with the following requirements of the Statewide Insurance Fund as part of his/her representation of members of the Fund:

1. Charges for photocopying shall be at the Defense Attorney's regular rate, but the cost per copy will not exceed $0.10 for black/white copies and $0.15 for color copies. For larger photocopying jobs, Defense Attorney is encouraged and permitted to have outside vendors.
2. The Fund will not reimburse Defense Attorney for charges incurred for telephone, fax or other costs or special charges for electronic communication, except for international calls or faxes in which case the number called, the time of the call and total amount of the charge shall be documented.
3. Travel to and from events shall be billed as a separate entry from the event itself.
4. Interstate travel shall be preapproved by the Third Party Administrator. Only coach airline travel will be reimbursed. Total meal charges for one day shall not exceed $100 and no individual meal charge in excess of $35 for dinner, $20 for lunch and $20 for breakfast will be reimbursed.
5. Any mileage charges shall be reimbursed at the current rate permitted by the Internal Revenue Service for reimbursement of travel expenses.
6. Defense Attorney is encouraged to send all communications, to the extent permitted by law, by e-mail or other electronic means. Courier or overnight delivery services should only be used with permission of the Third Party Administrator.

7. Not more than one attorney is permitted to attend depositions, settlement conferences, court appearances, meetings, inspections or other events without prior permission from the Third-Party Administrator.
8. Attorneys and paralegals are not permitted to bill for unnecessary interoffice conferences.
9. The Fund will not pay for the following:
    a. Overtime charges by staff;
    b. Time to conduct conflict checks;
    c. File set up and similar administrative time
    d. Time incurred by attorneys or paralegals or costs incurred as a result of file transfers or to allow new attorneys to become knowledgeable about the file;
    e. Attorneys or paralegals performing secretarial functions.
10. The Fund reserves the right to designate reporting services. Defense Attorney is encouraged to use the most reasonably priced reporting services.
11. Defense Attorney will comply with Fund litigation and budget reporting guidelines.

EXHIBIT A
STATEWIDE INSURANCE FUND

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor 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. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: Rainone Coughlin Minchello
SIGNATURE: _____
PRINT NAME: Louis B. Rainone, Esq.
TITLE: Managing Partner DATE: 3/11/2024

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 EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 814657921

2. TYPE OF BUSINESS: ☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 36

4. COMPANY NAME: Rainone Coughlin Minchello, LLC

5. STREET	CITY	COUNTY	STATE	ZIP CODE
555 US Highway One South	Iselin	Middlesex	NJ	08830

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) — CITY — STATE — ZIP CODE

N/A

7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ 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 AWARDING CONTRACT

	CITY	COUNTY	STATE	ZIP CODE
Mercer County	Trenton	Nercer	NJ	08650

Official Use Only	DATE RECEIVED	INAUG.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 EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				********** MALE **********					********** FEMALE **********					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	3	3											
Professionals	19	15	4	1			1					1	
Technicians													
Sales Workers													
Office & Clerical	14		14						1	1			
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	36	18	18	1			1		1	1		1	
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? ☒ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☒

15. IF NO, DATE LAST REPORT SUBMITTED: MO. 2 DAY 17 YEAR 17

13. DATES OF PAYROLL PERIOD USED: From: 01012024 To: 02292024

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR
Becky Santangelo	Becky Santangelo	Office Manager	3	6	24

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
555 US Highway One South	Iselin	Middlesex	NJ	08830	732 - 709 - 4182